



AGENDA OF THE COMMON COUNCIL

TUESDAY, JANUARY 19, 2021, 6:00 PM

Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

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

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. Approval of the minutes from the December 15, 2020 Common Council Meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Recognitions and Awards.

- I. Presentation by Chief Andrew Smith, Green Bay Police Department, to recognize the persistent and courageous work of the Department's civilian employees, especially during the COVID-19 pandemic.

J. Appointments.

I. New Appointments

Ethics Board

Said Hassan, 538 Clement St., Apt. 5, Green Bay, 54302

Term to expire: March 1, 2021

Board of Review

Ron Antonneau, 3589 Nicolet Dr., Green Bay, 54311

Term to expire: February 1, 2026

Equal Rights Commission

Cristina Ortiz, 1917 Lakeside Place, Green Bay, 54302

Term to expire: February 1, 2023

Isaac Kabacinski, 1537 9th St., Green Bay, 54304

Term to expire: February 1, 2023

Michael Vinson, 2731 Old Coach Rd., Green Bay, 54302

Term to expire: February 1, 2022

Dan Terrio, 1170 Minahan St., #3, Green Bay, 54303

Term to expire: February 1, 2023

Alder Veronica Corpus-Dax, 335 Trader's Point Lane, Green Bay 54302

Term to expire: end of aldermanic term

Green Bay Water Commission

Thomas Karman, 1360 Willow Creek Pkwy, Green Bay, 54311

Term to expire: October 1, 2026

Jacque Boyle, 1509 Hillcrest Dr., Green Bay, 54313

Term to expire: October 1, 2021

City Officials:

Director of Community and Economic Development Neil Stechschulte

City Clerk Celestine Jeffreys

The Common Council may convene in closed session pursuant to 19.85(1)(c) Wis. Stats. for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee. The Common Council may, thereafter, reconvene in open session pursuant to 19.85(2), Wis. Stats. To report any actions taken during closed session and to consider all other matters on the agenda.

K. Public Hearings.

- I. Resolution regarding Vacation of an unimproved public right-of-way - Leaf Street.

L. Ordinances - Second Reading for Adoption.

1. General Ordinance No. 34-20

An ordinance repealing and recreating section 8.16, Green Bay Municipal, relating to practice of massage and bodywork therapy requiring state licensing.

M. Report of the Redevelopment Authority (January 12, 2021).

1. To amend Development Agreement 19-04: TWG 2 @ The Rail Yard to extend the deadline for project completion from August 31, 2022 to December 31, 2022.

N. Report of the Improvement & Services Committee (January 13, 2021).

1. To refer to staff on preparing docks at Leicht Park for spring fishing tournament to develop costs for extending the steel pile and report those costs back to Committee. (Ald. Scannell)
2. To approve the 2021 Special Assessment factors and rates.
3. To receive and place on file the presentation by Department of Public Works staff to the Improvement and Services Committee and accept the results of the report regarding 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)
4. To approve the request by Department of Public Works to enter into a Municipal Project Agreement with Brown County for the construction of drainage improvements near Beach Lane on Nicolet Drive (CTH A).
5. To approve the report of the Purchasing Manager to award Shefchik, Inc. for the replacement of the roof on the Observation Building at the Bay Beach Wildlife Sanctuary for the sum of \$43,936. Shefchik is the only bidder to RFB #3288.
6. To approve the award of the contract BRIDGE 3-20 (MAIN STREET BRIDGE CENTER LOCKS REPLACEMENT) to the low responsive bidder, Lunda Construction, base bid in the amount of \$90,862, and alternate bid of \$11,438 if required.
7. To approve the request by KS Energy Services to renew the annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Baeten Concrete, LLC
- b. Dorner Equipment Sales & Service, LLC
- c. Frank O. Zeise Construction Co., Inc.
- d. Howard Immel, Inc.
- e. IEI General Contractors, Inc.
- f. Loch Construction Co., Inc.
- g. Martell Construction, Inc.
- h. McDonald Services, LLC
- i. Ramco Construction Services
- j. Utility Traffic & Restoration, Inc.

2. Tree & Brush Trimmer

- a. Asplundh Tree Expert LLC
- b. BEST Enterprises, LLC
- c. Epic Tree Care
- d. Fall-Rite Services, LLC
- e. Holger Bros., Inc.
- f. Selner Tree & Shrub Care
- g. Urban Tree Service
- h. Yesterday's Trees LLC

3. Underground Sprinkler System

- a. Fox Valley Irrigation, Inc.
- b. Irrigation Doctors, LLC
- c. Lizer of WI, Inc.
- d. The Sprinkler Co., Inc.
- e. Wolfraths Landscaping, LLC

O. Report of the Protection & Policy Committee (January 11, 2021).

1. To approve an application for an available "Class B" Combination license by Mangaire, LLC at 121 N. Adams St. with a licensed premise description as "Restaurant/kitchen/bar/4 bthrm/1 lqr stg rm/2 walk-in coolers/maint rm/fs dishwashing rm" (Currently licensed as Skaliwags High Cotton Club Limited), with the approval of the proper authorities.
2. To approve on an application for a "Class A" Liquor and Class "A" Beer license at 2042 Main St. Suite 102 (address has been corrected on the application from 2030 E. Mason to 2042 Main Suite 102) with a licensed premises description as "behind the counter, shelves (in-store), back office storage, with the approval of the proper authorities.

3. To approve an application for an available "Class B" Combination license by Cuquio Town Bar, LLC at 500 N. Baird St. with a license premises description as "sold behind the bar, coolers, basement, office" (currently licensed as Quilts and Beers, LLC), with the approval of the proper authorities.
4. Consideration with possible action on an application for a "Class B" Combination license by Jalisco Mexican Restaurant, LLC at 418 S. Military Ave. with a license premises description as "main dining room, back dining room, back area, storage at back office (license granted to Karaoke Mexican Restaurant, LLC for the 2020-2021 license year).
5. To rescind 13 citations and reduce the fines by \$650 for the inspection fines on 202/208 S. Webster.
6. To approve an appeal by Amanda Lee regarding the denial of her operator's license contingent on a letter of reference from the employer to be filed with the Clerk's office.
7. To advance to full Council a request by Ald. Dorff that staff research a change to Alder terms from two years to three years beginning with the 2022 election.
8. To approve a resolution in support of City of Green Bay Employees.
9. To receive and place on file The Liquor Violation Report for January 11, 2021.

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

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

Q. Report of the Plan Commission (October 12, 2020 and January 11, 2021).

1. To authorize a Conditional Use Permit (CUP) for a restaurant drive-through at 901 Main Street, subject to the following conditions:
 - a. No objections from the Green Bay Fire Chief regarding EMS and fire service.
 - b. Approval from the Zoning & Planning Board of Appeals for the variance request eliminating the need for an emergency exit lane. (October 12, 2020)
2. To allow the property owner to continue to rent the subject property, 1135 Shadow Lane, under the conditions of the Short Term Rental Permit (STRP). If further substantiated claims of violation are reported within the next 6 months, those violations shall be brought back before the Plan Commission for further consideration and potential action.
3. To allow the property owner to continue to rent the subject property, 1136 Shadow Lane, under the conditions of the Short Term Rental Permit (STRP). If further substantiated claims of violation are reported through December 31, 2021, those violations shall be brought back before the Plan Commission for further consideration and potential action.
4. To table the request, on behalf of the applicant, to rezone parcels in the 1320-1330 Block of Perrot Street (Tax Parcels: 21-1466, 21-1467, 21-1468, 21-1469) from Varied Density Residential (R3) to General Commercial (C1), until the next available scheduled meeting. (Public hearing held 01/11/21)

5. To amend Zoning Ordinance 38-79 (East Town Mall) to allow Limited Production & Processing uses within the Planned Unit Development (PUD) at 2350 East Mason Street, subject to the draft Planned Unit Development (PUD). (Public hearing held 01/11/21)
6. To direct staff to draft an amended ordinance to improve the functionality of drive throughs and include suggestions made by the Plan Commission.

R. Report of the Finance Committee (January 12, 2021).

1. To approve the refunding of 2011A and 2012E General Obligation purpose bonds.
2. To approve a review of the City of Green Bay's 10-33 program inventory.
3. To approve the repair/replacement of Plymovent systems at Fire Stations for the sum of \$399,000. Sole Source and supporting documentation attached.
4. To receive and place on file a request by Ald. Lefebvre to the Finance committee which states: I am requesting a report of the Fair Elections grant with a financial breakdown where the money was spent.
5. To receive and place on file the report of the Claims Committee.

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

S. Report of the Park Committee (January 13, 2021).

1. To approve adopting a resolution in support of World Migratory Bird Day.
2. To approve the request by Olde Main Street Inc. allowing them to fund and install a Green Bay Packer themed light display at Whitney Park.
3. To discontinue the use and promotion of He-Nis-Ra Park as a destination for fat tire biking and direct the Parks Department to earnestly and actively find a location for fat tire biking on the west side of Green Bay. (2-2 vote, MOTION FAILED, No Recommendation)

T. Report of the Personnel Committee (January 12, 2021).

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Truck Driver - Public Works
 - b. Park Maintenance Worker (2) - Parks, Recreation & Forestry
 - c. Mechanic Foreperson - Police Department
 - d. Records Clerk - Police Department
 - e. Engineering Aide - Public Works
 - f. Mechanic - Parks, Recreation & Forestry

2. To approve the wage agreement between the City of Green Bay and International Brotherhood of Electrical Workers (IBEW) Local 158 with a 1% general salary increase effective with the start of the pay period in which October 1, 2021 occurs.
3. To hold the request by Ald. Brian Johnson to the Personnel Committee for an update on the alderperson orientation program that was submitted approximately two years ago.

U. Report of the Ethics Board (January 6, 2021).

1. To adopt the Findings of Fact and Conclusions of Law in the matter of the Ethics Complaint against Alder John Vander Leest filed by Tarl Knight under the City of Green Bay Code of Conduct for Elected Officials.

The Council may convene in closed session pursuant to Section 19.85(1)(a), Wis. Stats., for purposes of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governing body. The Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

2. To dismiss the Ethics Complaint filed against Alder Vander Leest on April 21, 2020 by Tarl Knight.
3. To dismiss the Ethics Complaint filed on December 4, 2020 against Alder Vander Leest by Tarl Knight for a lack of jurisdiction.

V. Report of the Sustainability Commission (December 16, 2020).

1. To deny the installation of an electric vehicle charging station at Leicht Park utilizing excess Lambeau Field Stadium tax grant funds.

W. Receive and Place on File.

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

X. Resolutions.

1. Resolution drawing final orders to contractors for January 19, 2021.
2. Resolution in support of City of Green Bay employees.
3. Preliminary resolution declaring intent to exercise special assessment powers under Section 66.0703, Wisconsin Statutes, for the installation of asphalt resurfacing.
4. Preliminary resolution declaring intent to exercise special assessment powers under Section 66.0703, Wisconsin Statutes, for the installation of concrete pavement.
5. Initial resolution authorizing the sale and issuance of not to exceed \$5,300,00 general obligation refunding bonds and certain related details.
6. Resolution regarding Vacation of an unimproved public right-of-way - Leaf Street.
7. Resolution authorizing conditional use permit at 901 Main Street.

8. Resolution approving hold harmless agreement with KS Energy Services for City of Green Bay sewer system access.
9. Resolution in support of World Migratory Bird Day.

Y. Ordinances - First Reading.

- I. Zoning Ordinance No. 01-21
An Ordinance amending Zoning Ordinance No. 38-79 for the Planned Unit Commercial Development at 2350 East Mason Street (East Town Mall).

Z. Referral of Petitions & Communications.

AA. Adjournment.

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

Virtual Meeting Instructions



Common Council 1-19-2021

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/81148427359>

Meeting ID: 811 4842 7359

Passcode: 254148

One tap mobile

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+13017158592,,81148427359#,,,,,0#,,254148# US (Washington D.C)

Dial by your location

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+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 811 4842 7359

Passcode: 254148

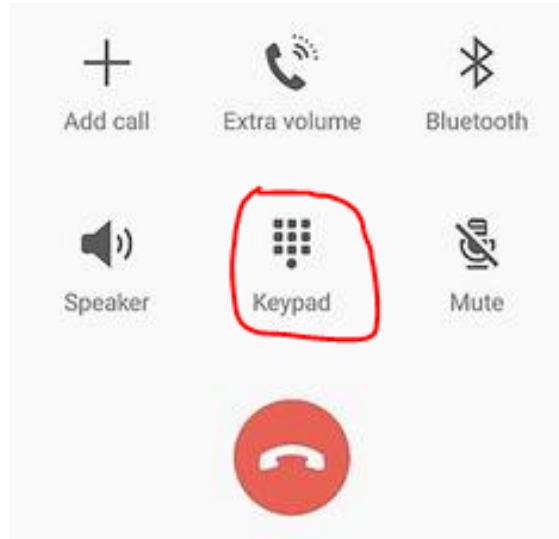
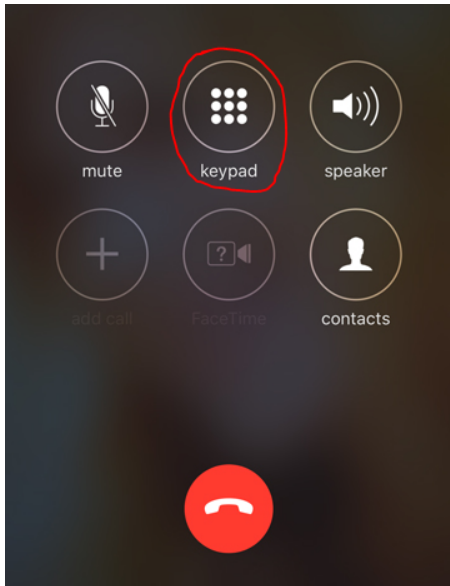
Find your local number: <https://us02web.zoom.us/j/81148427359>

Additional Information

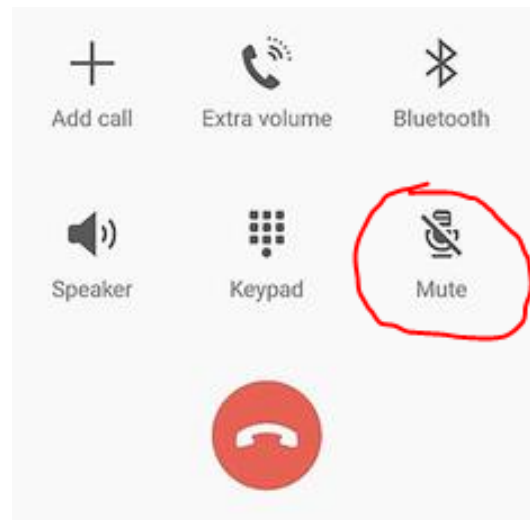
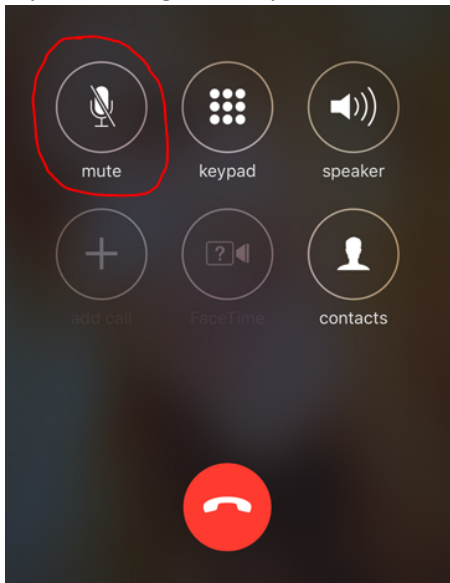
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.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

Calling into the Zoom meeting using a smartphone

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



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



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





Report to the
Common Council
of the City of Green Bay

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # I.I

Presentation by Chief Andrew Smith, Green Bay Police Department, to recognize the persistent and courageous work of the Department's civilian employees, especially during the COVID-19 pandemic.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

For Official Notice:

**Public Notification
Proposed Right-of-Way Vacation
Leaf Street
(SV 20-02)**

The Common Council of the City of Green Bay will hold a public hearing on **Tuesday, January 19, 2021**, at 6:00 p.m. This meeting will be held virtually through Zoom.

Join Zoom Meeting

<https://us02web.zoom.us/j/81148427359>

Meeting ID: 811 4842 7359

Passcode: 254148

One tap mobile

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Dial by your location

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+1 301 715 8592 US (Washington D.C.)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 811 4842 7359

Passcode: 254148

Find your local number: <https://us02web.zoom.us/j/81148427359>

The hearing is regarding the following:

To authorize the request to vacate the remaining portions of Leaf Street, submitted by James S. Komisarek, property owner (Ald. M. Steuer, District 10).

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

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

For additional information, contact Madison Smith at madison.smith@greenbaywi.gov or (920) 448-3407.

Publication Dates: December 28, 2020, January 4, 2021, and January 11, 2021



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # L.I

General Ordinance No. 34-20

An ordinance repealing and recreating section 8.16, Green Bay Municipal, relating to practice of massage and bodywork therapy requiring state licensing.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. werycommunication
2. DRAFT GO 34-20 - Repeal and Recreate 8.16 Massage and Bodywork Therapy Licenses

GENERAL ORDINANCE NO. 34-20

**AN ORDINANCE REPEALING AND RECREATING
SECTION 8.16, GREEN BAY MUNICIPAL CODE,
RELATING TO PRACTICE OF MASSAGE AND BODYWORK
THERAPY REQUIRING STATE LICENSING**

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

SECTION 1. Section 8.16, Green Bay Municipal Code, is hereby repealed and recreated to read:

**8.16 PRACTICE OF MASSAGE OR BODYWORK THERAPY REQUIRES
STATE LICENSING.**

(1) License Required.

- (a) The definitions set forth in Wis. Stats. § 460.01, as amended from time to time, are hereby incorporated by reference as if fully set forth herein.
- (b) No person who is required to hold a license under Wis. Stats. Ch. 460 for the practice of massage therapy or bodywork therapy shall practice that profession unless that person is licensed by the State of Wisconsin as required under Wis. Stats. § 460.02.
- (c) No person or business shall employ or contract for the services of an individual to practice massage therapy or bodywork therapy unless the individual is licensed under Wis. Stats. § 460.02.

(2) Penalty. Any person who shall violate any provision of subsection (1) shall, upon conviction, forfeit not less than \$1.00 nor no more than \$1,000.00. Each day that a violation occurs or continues shall be considered a separate offense pursuant to Wis. Stats. § 460.17(2).

(3) Advertising. No person or business who is required to hold a license under Wis. Stats. Ch. 460 shall advertise the availability of massage therapy or bodywork therapy to be performed within the corporate limits of the City unless that person holds a valid, unexpired license issued by the State of Wisconsin and otherwise complies with Wis. Stats. § 460.13.

SECTION 2. Section 8.20, Green Bay Municipal Code, is hereby amended to read:

8.20 PENALTY. Unless otherwise provided herein, any Any person who shall ~~violation~~ **violate** any provision of this chapter shall, upon conviction, forfeit not less than \$1 nor more than \$500, together with the cost of prosecution, ~~and in default of the payment thereof, shall be imprisoned in the County jail until such forfeiture and costs are paid but not to exceed 90 days.~~ Each violation and each day a violation continues or occurs shall constitute a separate offense.

This section shall not preclude the City from maintaining any appropriate action to prevent or remove a violation of this chapter.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

ljm

[Date]



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

January 19, 2021

PREPARED BY

David Buck, Staff

AGENDA ITEM # M.1

To amend Development Agreement 19-04: TWG 2 @ The Rail Yard to extend the deadline for project completion from August 31, 2022 to December 31, 2022.

BACKGROUND

The City of Green Bay, the Redevelopment Authority of the City of Green Bay (RDA), TWG Development, LLC and DDL Holdings, LLC entered into Development Agreement 19-04. This development agreement was entered into to assist with and ensure the construction of a new five-story residential structure with 225 studio, one-bedroom and two-bedroom rental units along with residential amenities including a rooftop deck and 7,000 sq. ft. of first-floor retail space along Broadway. Per DA 19-04, all construction is required to be completed no later than August 31, 2022.

Site plans were approved and building permits issued in July 2020. Significant site work was completed and the construction of foundations and stairwell shafts took place in 2020. TWG Development, LLC contacted the City in early December and requests that the development agreement be amended to push back the deadline for final construction to December 31, 2022, due to unforeseen complications associated with the Covid-19 crisis.

RECOMMENDATION

Approve the amendment to DA 19-04 Section IV.L. changing the required construction completion date by four months to December 31, 2022.

FISCAL IMPACT

ATTACHMENTS

1. TWG Amendment Proposal 01.08.21
2. 8.1 - Rail Yard - The Fort - Development Agreement - 191219 - Executed
3. First Amendment to DA 19-04 -Rail Yard - The Fort - 1.12.21 - Draft for RDA

TWG Development, LLC
1301 E Washington St., Suite 100
Indianapolis, IN 46202
T 317.264.1833
www.twgdev.com



January 8th, 2021

David Buck & Redevelopment Authority
City of Green Bay, WI

RE: Request for Amendment to Rail Yard Development Agreement 19-04

Dear Mr Buck and Members of the RDA,

TWG would like to provide a progress update on The Fort at The Rail Yard, our multifamily development in Green Bay's Rail Yard Planned Unit Development.

To recap the scope of this project, it will bring 225 households to the city's downtown, nearly doubling the current inventory of Class A apartments. It also creates vibrant retail and pedestrian activation along the street, furthering the city's goal of creating a healthy Rail Yard Innovation District. Finally, it services the existing infrastructure bond for recent road construction—and at the conclusion of the TID period, will add over \$500,000/yr to city tax revenue.

The COVID-19 pandemic has had widespread impacts on cities, but TWG's confidence in the demand for housing like The Fort has not been shaken. Green Bay rent levels and leasing demand have been resilient in this downturn, and mid-size cities have shown a strong appeal to waves of residents relocating from coastal markets. In the long term, we believe these trends will continue and Green Bay will benefit from its commitment to downtown revitalization.

In the short term, however, there are temporary impacts to the real estate industry. In construction, material costs like lumber have doubled since March due to supply chain stress, and our active construction projects have implemented costly sanitization and distancing procedures. In financing, funding sources (e.g. banks, private equity) took extremely cautious stances in 2020, compounded by uncertainty around the presidential election. This has led to an industry slowdown of new construction projects beginning construction.

Despite this, TWG has been able to secure debt and equity commitments for The Fort, a testament to the sustained strength of Green Bay's housing market. With these commitments, we have invested over \$2M into the project by purchasing the land and constructing foundations before the ground froze for winter.

Unfortunately our funding, primarily because of complications from Opportunity Zone regulation, has been delayed into the spring. Thankfully we always assume a significant pause during northern winters, so this has not been a major impact to our completion schedule. However, there will still be an impact of several months. As a result, we are requesting an extension of our required completion date from August 31st to December 31st, 2022. This change would have zero impact on the financial projections for the TID and preserves the full vision of the original development agreement.

We deeply appreciate the RDA's continued collaboration on this project, and look forward to the full completion of an incredible new project for the city.

Sincerely,

Michael Taft

Michael Taft | Development Associate
TWG Development, LLC



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 19-04

TWG 2 @ THE RAIL YARD

This Development Agreement is made this 19 day of DECEMBER, 2019,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
TWG DEVELOPMENT, LLC, an Indiana limited liability company ("Developer"), and
DDL HOLDINGS, LLC, a Wisconsin limited liability company.

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
5-1772	419 Donald Driver Way	3.07	\$1,500,000.00

- B. The parcel listed above, shall be referred to as the "Property." The Property comprises approximately three and seven hundredths (3.07) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the construction of a new five (5)-story residential structure, with two hundred twenty five (225) studio, one (1)-bedroom, and two (2)-bedroom rental units, with residential amenities, including a roof deck. The structure will also include approximately seven thousand (7,000) square feet of first-floor retail space along Broadway. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2019, the Property has an aggregate assessed value of one million five hundred thousand dollars (\$1,500,000.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:
1. Thirty five thousand, seventy dollars (\$35,070.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Thirty five thousand, seventy dollars (\$35,070.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$23.38); and
 3. Thirteen thousand, seven hundred twenty five dollars (\$13,725.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twenty one million dollars (\$21,000,000.00), which is anticipated to yield approximately:
1. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$23.38); and
 3. One hundred ninety two thousand, one hundred fifty dollars (\$192,150.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District No. Fourteen (14) (the "TID"), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, and the public will generally benefit; the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be one million five hundred thousand dollars (\$1,500,000.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.

- G. "Developer" means TWG Development, LLC, an Indiana limited liability company, or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- N. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 - 3. telephone, high-speed cable, and related technology infrastructure; and
 - 4. natural gas, electrical power, and other public utilities; and
 - 5. any related engineering, grading, erosion control, and landscaping; and
 - 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- P. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

- R. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- S. "TID" means Tax Increment District Number Fourteen ("TID 14" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 14 in 2006; TID 14 terminates in 2033. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- T. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- U. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. Development Agreement 17-02 (RailYard: North).
 - a) As defined within Section II. of Development Agreement 17-02, the Project described herein shall qualify as a "Future Project".
 - b) As described in Section III. B. 2. of Development Agreement 17-02, the Project described herein shall qualify DDL Holdings, LLC to receive a "Future Project Grant" of two million, one hundred thousand dollars (\$2,100,000.00). Such Future Project Grant shall be paid directly to DDL Holdings, LLC pursuant to Section III. B. 2. of Development Agreement 17-02.
 - c) In order for the City to cover the costs of debt service associated with this Future Project Grant, the Developer guarantees to all parties, including, without limitation, DDL Holdings, LLC, that the Project described herein shall have a minimum aggregate assessed value of no less than twenty one million dollars (\$21,000,000.00) within twenty-four (24) months of the Future Project Grant award.
 - d) As described in Section III. B. 4. of Development Agreement 17-02, the Project described herein shall create Incremental Property Value, which shall cause DDL Holdings, LLC to receive a corresponding amount of additional PAYGo Reimbursement. DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer.

2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - d) The City shall first use the Available TIF Increment to cover its annual debt service obligation for the Future Project Grant to DDL Holdings, LLC as defined within Section III. B. 2. of Development Agreement 17-02 (RailYard: North). The City shall provide Developer a schedule of the annual costs of debt service associated with such Future Project Grant, which is herein attached as EXHIBIT D. Should the annual debt service payment not consume all of the Available TIF Increment:
 - (I) The City shall make available fifty percent (50%) of the remaining Available TIF Increment to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, and DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer; and
 - (II) The City shall then make sixty percent (60%) of the remaining Available TIF Increment available to the Developer.
 - e) PAYGo Reimbursement payments, including the PAYGo Reimbursement transferred by DDL Holdings, LLC to Developer as set forth in this Agreement, will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2021, the TIF Increment would be determined as of January 1, 2022 and the PAYGo reimbursement would first be payable in 2023.
 - f) Developer represents that but for the PAYGo Reimbursement through 2036, the Developer will have inadequate funds to complete the Project. Accordingly, in the event the termination date of the TID is not extended from 2033 to 2036, the City, Developer, and DDL Holdings, LLC shall amend this Agreement to provide for alternative incentive in an amount equal to the PAYGo incentive anticipated to be generated from 2033 to 2036 as necessary to complete the Project.
3. Qualified Expenditures. The TIF Incentive shall only fund, in order of priority:

- a) Public Improvements, as defined in Section II. N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
- b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
- c) Any other activity specifically approved by the City or RDA.

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

- 1. Monetary Limitation. The TIF Incentive in any year, exclusive of the Future Project Grant, and the TIF Incentive to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, shall not exceed sixty percent (60%) of the Available Tax Increment for the Property.
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.
- 3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
- 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

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

IV. OBLIGATIONS OF DEVELOPER

Except for the obligations set forth in Section IV. A. 2. below, which shall be the obligation of DDL Holdings, LLC to perform and complete, the following obligations of Developer shall be performed and completed exclusively by Developer, and DDL Holdings, LLC is hereby released from performing and

completing any such corresponding obligations under Article IV of Development Agreement 17-02 with respect to the Property and the Project (as both are defined in this Agreement):

A. Concept Plan. Prior to June 30, 2020, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented herein. The Concept Plan shall clearly identify:

1. The location of all proposed Private Improvements; and
2. The location of all existing and future public streets.

Notwithstanding the foregoing, except for the Public Improvements and Private Improvements located entirely on the Property, DDL Holdings, LLC shall remain responsible for all Public Improvements and Private Improvements as set forth in the Development Agreement between the City of Green Bay and DDL Holdings, LLC, executed 1 December, 2017, and known as Development Agreement 17-02 Railyard North (the "DDL Agreement"), up to the Property boundary lines, including but not limited to the construction of storm water and sanitary infrastructure which shall be run to the boundary lines for the Property.

All new public streets shall be "complete streets" with appropriate accommodations for pedestrians and bicyclists, as well as appropriate landscaping and lighting.

B. Construction Documents. Prior to June 30, 2020, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and
2. Full-color elevations for all sides of all proposed structures; and
3. Descriptions and actual samples of all exterior building materials; and
4. Descriptions and photographic examples of interior finishes; and
5. Other such essential items as may be reasonably determined by the RDA to be appropriate.

C. Development Budget. Prior to June 30, 2020, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:

1. Not less than thirty million dollars (\$30,000,000.00) in "hard" construction costs for the entire Project; and
2. A line item of not less than five percent (5%) of total hard costs and soft costs for cost overruns and change orders; and
3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or

- c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
- 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
 - 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than May 31, 2020, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than May 31, 2020, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than May 31, 2020, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as

requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than August 30, 2020. Construction shall be completed no later than twenty-four (24) months from date of construction commencement. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.
 - I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement without City and RDA consent only to an entity controlled and affiliated with Developer to own, manage and operate the Property, which shall include any single-purpose organizational entity (e.g. limited liability partnership or limited partnership) which shares common ownership with TWG Development, LLC. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land

and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property that arise on or after the date of acquisition; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
 3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33

U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

- 4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.

- S. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

- 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:

- a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
- b) Bodily Injury by Disease - one hundred thousand dollars (\$100,000.00) per employee; and
- c) Five hundred thousand dollars (\$500,000.00) policy limit.

- 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.

- 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

- a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);

- b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
- a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) one million dollars (\$1,000,000.00) per occurrence; and Property Damage - two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV. S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, DDL Holdings, LLC and their respective members, officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
- a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

- c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, RDA or DDL Holdings, LLC, which notice shall be given by the City, RDA or DDL Holdings, LLC, as the case maybe, within ten (10) days of the knowledge of such claim, suit or action by the party giving such notice. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City, RDA and DDL Holdings, LLC unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City, RDA and DDL Holdings, LLC may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which any of them is entitled to indemnification by Developer; provided, however, that if the City, RDA or DDL Holdings, LLC is advised in writing by its respective legal counsel that there is a conflict between the positions of Developer and the City, RDA and DDL Holdings, LLC, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City, RDA or DDL Holdings, LLC different from or in addition to those available to Developer, then respective legal counsel for the City, RDA or DDL Holdings, LLC, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City, RDA or DDL Holdings, LLC. Developer shall not enter into any compromise or settlement without the prior written consent of the City, RDA or DDL Holdings, LLC, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City, RDA or DDL Holdings, LLC, as the case may be, shall be reasonable grounds for the City, RDA or DDL Holdings, LLC to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City, RDA and DDL Holdings, LLC for the reasonable fees and expenses of the respective counsel(s) retained by the City, by RDA and by DDL Holdings, LLC, and shall be bound by the results obtained by the City, RDA and DDL Holdings, LLC; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.

- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City, RDA and DDL Holdings, LLC as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City, RDA and DDL Holdings, LLC, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City, RDA or DDL Holdings, LLC pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City, RDA nor DDL Holdings, LLC shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate at the end of tax year 2033, unless the JRB extends the termination date of TID 14, in which case, TIF payments shall terminate at the end of tax year 2036.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or

restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City, RDA and DDL Holdings, LLC are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City, RDA or DDL Holdings, LLC (except with respect to Section IV.A.2 of this Agreement or as otherwise set forth in the DDL Agreement with respect to the Public Improvements and Private Improvements to be located outside of the boundary lines for the Property, including but not limited to, the construction of storm water and sanitary infrastructure which shall run to the boundary lines for the Property, but except for the Public Improvements and Private Improvements located entirely on the Property) be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail

postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

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

To the Developer: TWG Development, LLC
Attention: Michael Taft
Copy to: Dustin Detzler, Counsel
333 N Pennsylvania St. Suite 100
Indianapolis, IN 46204

To DDL Holdings, LLC: DDL Holdings, LLC
Attention: Paul B. Belschner
340 N. Broadway, Suite 460
Green Bay, WI 54303

Attention: Brent M. Weycker
340 N. Broadway, Suite 460
Green Bay, WI 54303

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

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 5

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

DEVELOPER:
TWG Development, LLC

By: _____



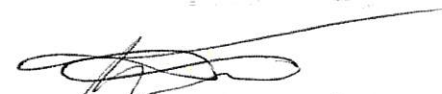
Louis Knoble, Member
Print Name and Title

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Personally came before me this 19th day of December 2019, the above named Louis Knoble, a member of TWG Development, LLC, an Indiana limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.





* Michael Taft
Notary Public, Marion County, Indiana
My Commission Expires 06-25-26



Signature page 2 of 5

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

THE CITY OF GREEN BAY

By:



Eric Genrich, Mayor

By:



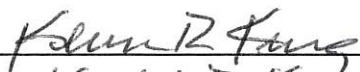
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19 day of December 2019, the above named Eric Genrich and Kris A. Teske, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.




* KEVIN R. KING

Notary Public, Brown County, Wisconsin

My Commission Expires May 24, 2020

Signature page 3 of 5

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

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

By:

Gary J. Delveaux
Gary J. Delveaux, Chair

Attest:

Kevin J. Vonck
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19th day of Dec 2019, the above named Gary J. Delveaux and Kevin J. Vonck, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

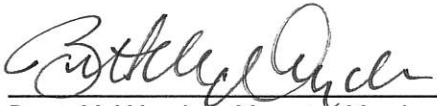
STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

Stephanie R. Schmutzer
* Stephanie R. Schmutzer
Notary Public, Brown County, Wisconsin
My Commission Expires 3-1-23

Signature page 4 of 5

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

DDL HOLDINGS, LLC

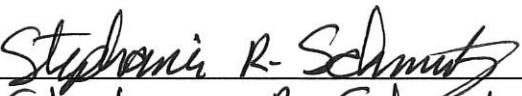
By: 
Brent M. Weycker, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19th day of Dec 2019, the above named Brent M. Weycker, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

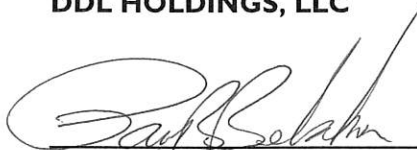

* Stephanie R. Schmutzer
Notary Public, Brown County, Wisconsin
My Commission Expires 3-1-23

Signature page 5 of 5

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

DDL HOLDINGS, LLC

By:

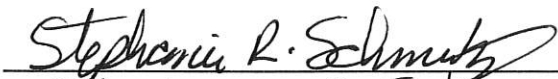


Paul B. Belschner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19th day of Dec 2019, the above named Paul B. Belschner, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.


* Stephanie R. Schmutzer

Notary Public, Brown County, Wisconsin

My Commission Expires 3-1-23

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

EXHIBIT A
Property Map



EXHIBIT B
Legal Description

LOT 8 THE RAIL YARD

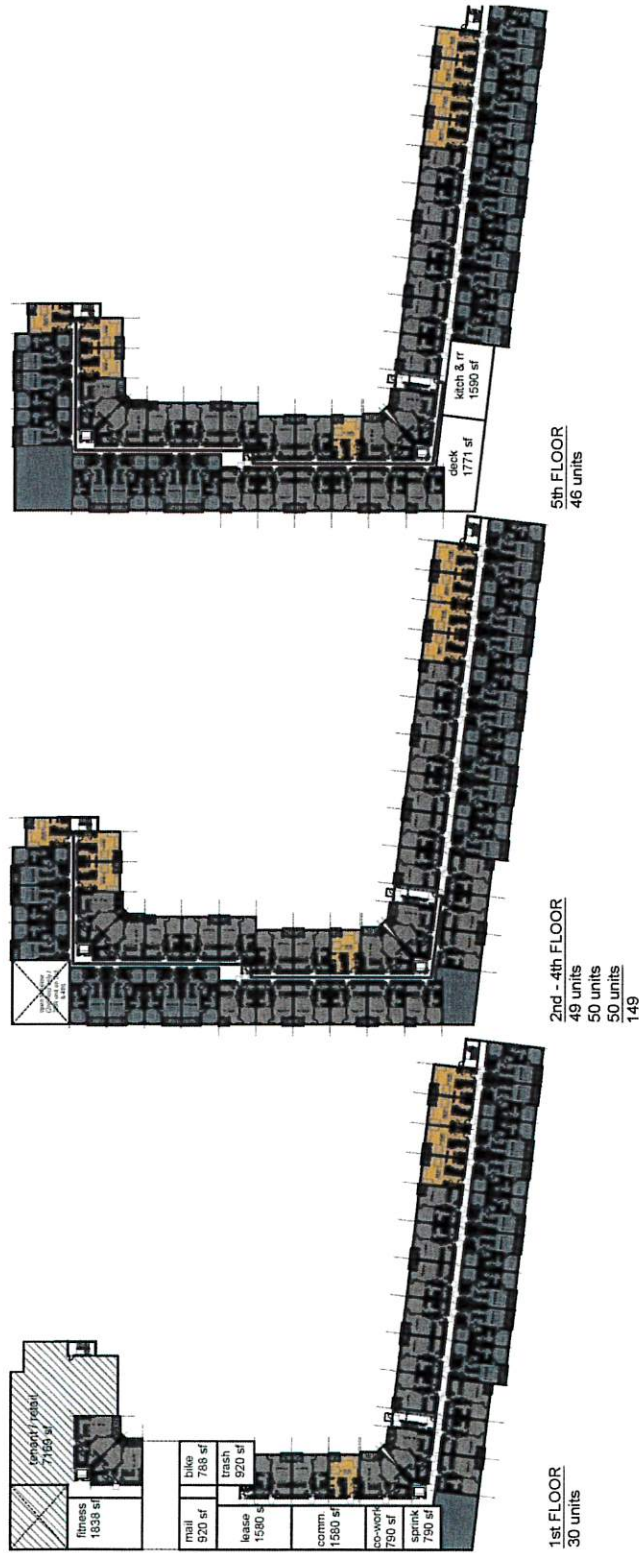
EXHIBIT C
Preliminary Concept Plan



Broadway & Kellogg - Conceptual Rendering



Kellogg & Donald Driver Way - Conceptual Rendering



Green Bay Market Rate Unit Mix										
Unit Type	SF (gross)	1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	Building Area	%		
UNIT 5B	592	5	8	8	8	8	4,736	37	21,904	16%
UNIT 1B	749	11	20	20	20	17	12,733	88	65,912	39%
UNIT 1C	843	4	4	4	4	4	3,372	20	16,860	9%
UNIT 2B	956	9	16	16	16	16	15,296	73	69,788	32%
UNIT 2C (corner)	1,459	-	-	1	1	1	1,459	3	4,377	1%
UNIT 2D (end)	1,153	1	1	1	1	-	1,153	4	4,612	2%
Total Unit SF		30	49	50	50	46	40,996	225	183,453	77.0%
Tenant										
Circulation / Balconies										
Amenity + Support										
Roof Deck										
Gross SF		46,434	46,612	48,373	48,373	48,373	238,165	100.0%		

EXHIBIT D
Annual Costs of Debt Service Associated with the Future Project Grant

[To be included when borrowing occurs]



City of Green Bay
Department of Community and Economic Development

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT 19-04
TWG 2 @ THE RAIL YARD**

This First Amendment to Development Agreement (“Amendment”)

is made this 12th day of January, 2021,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”),
TWG DEVELOPMENT, LLC, an Indiana limited liability company (“Developer”), and
DDL HOLDINGS, LLC, a Wisconsin limited liability company.

RECITALS

- A. The City, RDA, TWG Development, LLC, and DDL Holdings, LLC entered into a Development Agreement (“Development Agreement”) dated December 19, 2019.
- B. The City, RDA, TWG Development, LLC, and DDL Holdings, LLC desire to amend the Development Agreement as set forth in this Amendment.

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

AGREEMENTS

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

“Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than August 30, 2020. Construction shall be

completed no later than **December 31, 2022**. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project."

- C. Amendment. Except as set forth in this Amendment, the Development Agreement remains as executed and is full force and effect
- D. Severability. If any provision of this Amendment shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- E. Recording of Amendment. The City may record this Amendment or a Memorandum of this Amendment with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- F. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- G. Signatures and Counterparts. This Amendment may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

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

[Signature pages follow]

Signature page 1 of 4

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

**DEVELOPER:
TWG DEVELOPMENT, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named _____, a member of TWG Development, LLC, an Indiana limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page 2 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
TWG DEVELOPMENT, LLC and DDL HOLDINGS, LLC

DDL Holdings, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named
_____ on behalf of DDL Holdings, LLC, a Wisconsin municipal corporation, to
me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page 3 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
TWG DEVELOPMENT, LLC and DDL HOLDINGS, LLC

CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

Attest: _____
Pamela Manley, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named
_____ and _____, on behalf of the City of Green Bay,
a Wisconsin municipal corporation, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

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

Signature page 4 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
TWG DEVELOPMENT, LLC and DDL HOLDINGS, LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # N.1

To refer to staff on preparing docks at Leicht Park for spring fishing tournament to develop costs for extending the steel pile and report those costs back to Committee. (Ald. Scannell)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ald. Scannell_ communications
2. Leicht Memorial Park 2021 Dock Installation 1082021 Memo

From: [Jaime Fuge](#)
To: [Steven Grenier](#)
Cc: [Jamie Destiche](#); [Elizabeth Nadolski-Spears](#)
Subject: FW: communications
Date: Wednesday, November 11, 2020 9:18:10 AM

Good Morning,

Please see below the following communication for I&S from Ald. Scannell.

Thank you,
Jaime

From: District Seven
Sent: Wednesday, November 11, 2020 9:06 AM
To: Jaime Fuge <Jaime.Fuge@greenbaywi.gov>
Subject: communications

Good morning Jamie!

Here are two communications:

I&S - Consideration with possible action on preparing docks at Liecht Park for spring fishing tournament.

P&P - Police report on the compliance and policing of the mask mandate.

Have a great day and stay safe!
Randy



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

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

INTER-OFFICE MEMO

TO: Improvement & Service Committee

FROM: Steven Grenier, PE , Director of Public Works

SUBJECT: Leicht Memorial Park
2021 Spring Dock Installation Options

DATE: January 8, 2021

C: James Brunette, PE, Assistant Director of Public Works
Matthew Heckenlaible, P.E., Utility Manager

Comments:

In December, 2020 a communication was brought forward to look at options as to what it would take to get the floating docks installed in the Fox River in the early spring of 2021 in light of continued Great Lakes (Fox River) high water elevations. The water elevations are approximately 3.5 to 4 feet above average lake / river elevations and are projected to continue to stay elevated as shown in the US Army Corps of Engineers graphic below.

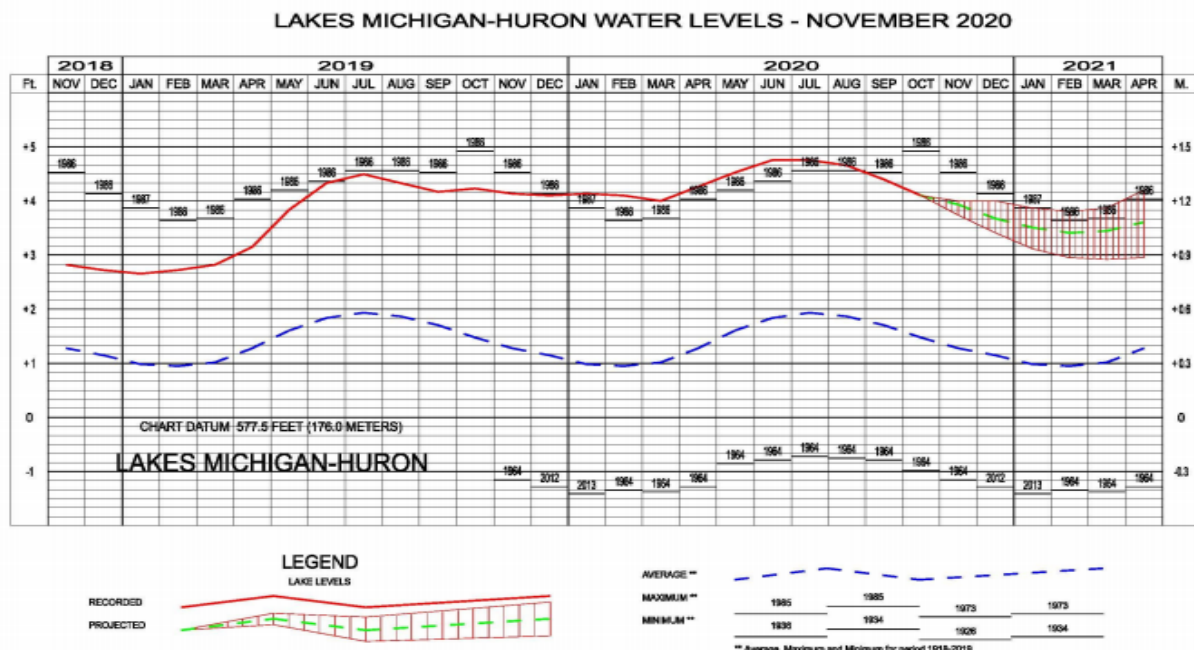


Figure 2: Recorded and projected water levels for Lake Michigan-Huron as of October 2020.
(Courtesy of US Army Corps of Engineers)



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

INTER-OFFICE
MEMO

Because of the elevated high water levels, the Department of Public Works was hesitant to install the docks at Leicht Memorial Park in 2020 because the piles / piers driven into the river bottom are only extended to a certain height above the water surface. These piles were placed during a period when the river levels were significantly lower. With the high water elevations that we have observed over the past few years there is the potential that the docks could literally float off the top of the piles and float away.

In 2019, the docks did float off the tops of a few of the piles and started floating down river. DPW captured the docks and tied them off to the shoreline along with welding a steel bar across the top of the pilings to prevent the docks from floating off in the future. By placing the steel bar across the top of the pilings, when the river rises too high, the docks rise as well and the restrained portion of the dock then starts to twist which causes damage to the docks.

There are three (3) options that can be considered for 2021.

The first option would be hold the 2020 status quo do not install the docks until the river levels return to lower levels making it a safe installation and operation practice.

The second potential option would be to weld additional piling sections onto the six (6) primary pilings. The timing of this option would be dependent upon when it would be safe to get people out on the water to place the pile extensions, weld them in place and to fill the piling with concrete if necessary. This would be done after the ice had left the river and lower portions of the Bay and would be conservatively speaking middle of April at the earliest.

A third option that may be considered is modifying the collar / tethering device that holds the dock to the piling. This collar would then most likely be below the visible waterline. Without the brackets being removed and re-installed for each season, and preventing the brackets from supporting the weight of the docks during the offseason, the most that the brackets could be adjusted would be approximately 12-inches. With this option, in order for crews to secure the docks to the piles, the brackets would be submerged below the water line. The crews would need to have their hands, arms and tools in the frigid, early spring waters of the Fox River raising a significant health, safety concern.



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

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

INTER-OFFICE MEMO



The installation and removal of all of the City's docking facilities is contingent upon weather conditions, wind, rain, ice, waves, etc. The safety of City personnel is critical component when it comes to the installation and removal of these facilities. Typically, during "normal water elevations", the early docks at Metro Boat Launch would go in towards the beginning of April and all remaining docks would be guaranteed to be installed at least one week before Memorial Day. With the higher water elevations, the docks at Metro Boat Launch have been pieced together to make a couple of extra-long docks with the remainder of docks when possible to be installed again before Memorial Day.

If City forces were able to make modifications to the piles and brackets and contract a crane for the installation of the docks, it could be estimated to cost around \$10-\$15,000.



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # N.2

To approve the 2021 Special Assessment factors and rates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Assessment Rate Letter to IS for 2021
2. RATEPROPOSED



Green Bay Water Utility

631 S. Adams St. – P.O. Box 1210
Green Bay, WI 54305-1210

920-448-3480
FAX 920-448-3486
www.gbwater.org

1/6/2021

Mr. Chris Wery, Chairperson
Improvement and Service Committee
City Hall
100 North Jefferson Street
Green Bay, WI 54301

Dear Chairperson Wery:

The Green Bay Water Utility recommends the following assessment rates for 2021:

Residential and other ordinary users	\$75.00/front foot
Residential and other ordinary users (Project requiring rock excavation)	\$105.00/front foot
Users requiring larger than 8" diameter mains (commercial and industrial)	\$85.00/front foot
Users requiring larger than 8" diameter mains (commercial and industrial) (Project requiring rock excavation)	\$115.00/front foot
1" water lateral installed with new water main	\$2,300.00/lateral
1" water lateral installed with new water main (Project requiring rock excavation)	\$3,300.00/lateral
1" water lateral installed on existing main in conjunction with street reconstruction	\$3,300.00/lateral
1" water lateral installed on existing main in conjunction with street reconstruction (Project requiring rock excavation)	\$4,300.00/lateral
New 1" service connection on existing main requested by owner	Actual cost
New larger than 1" service connection on existing main requested by owner	Actual cost

Sincerely,

THE GREEN BAY WATER UTILITY

Kristin Romanowicz, P.E.
Engineering Services Supervisor

cc: Steve Grenier, Brian Powell

CITY OF GREEN BAY		
SPECIAL ASSESSMENT FACTORS AND RATES		
PROPOSED 2021 FACTORS AND RATES		
I. <u>SANITARY SEWER</u>	<u>2020 RATES</u>	<u>PROPOSED 2021 RATES</u>
Sewer	\$65.00 Per Front Foot	\$65.00
Sewer with Rock Excavation	\$95.00 Per Front Foot	\$95.00
4" Sanitary Connection with Rock Excavation	\$1,475.00 Each \$2,475.00 Each	\$1,500.00 \$2,500.00
6" Sanitary Connection with Rock Excavation	\$1,700.00 Each \$2,700.00 Each	\$1,750.00 \$2,750.00
II. <u>STORM SEWER</u>		
Sewer	\$65.00 Per Front Foot (New Streets, and Type B Streets in Urban Expansion & Reserve Districts and new main installation)	\$65.00
6" Storm Connection	\$970.00 Each	\$990.00
12" Storm Connection	\$1,720.00 Each	\$1,760.00
Stormwater Management (Fee in lieu of)	\$3,100.00 Per ERU	\$3,600.00 Per ERU
III. <u>WATER</u>		
Residential and Other Ordinary Users with Rock Excavation	\$75.00 Per Front Foot \$105.00 Per Front Foot	\$75.00 Per Front Foot \$105.00 Per Front Foot
User Requiring Larger Than 8" Mains with Rock Excavation	\$85.00 Per Front Foot \$115.00 Per Front Foot	\$85.00 Per Front Foot \$115.00 Per Front Foot
1" Lateral with New Water Main with Rock Excavation	\$1,700.00 Each \$2,700.00 Each	\$2,300.00 Each \$3,300.00 Each
1" Lateral on Existing Water Main with Rock Excavation	\$3,700.00 Each \$4,700.00 Each	\$3,300.00 Each \$4,300.00 Each
New 1" Service Connection	Actual Cost	Actual Cost
New Larger than 1" Service Connection	Actual Cost	Actual Cost

IV. <u>STREET CONSTRUCTION</u>	<u>2020 RATES</u>		<u>PROPOSED 2021 RATES</u>	
	<u>ASPHALT PAVEMENT</u>	<u>CONCRETE PAVEMENT</u>	<u>ASPHALT PAVEMENT</u>	<u>CONCRETE PAVEMENT</u>
	Assessment Factor = \$150.00	\$230.00	\$150.00	\$230.00
1. <u>Type "A" Street</u> (New Street, Not Previously Open to Traffic)				
Residential Zones	\$150.00	\$150.00	\$150.00	\$150.00
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	\$150.00	\$230.00	\$150.00	\$230.00
2. <u>Type "B" Street</u> (Existing Street, No Curb & Gutter)				
Residential Zones	\$90.00	\$90.00	\$90.00	\$90.00
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	\$135.00	\$207.00	\$135.00	\$207.00
3. <u>Type "C" Street</u> (Existing Street, Has Pavement and Curb & Gutter)				
A. Local Streets				
Residential Zones	\$45.00	\$45.00	\$45.00	\$45.00
Residential Zones on Bus and/or Heavy Traffic Routes	\$40.50	\$40.50	\$40.50	\$40.50
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	\$97.50	\$149.50	\$97.50	\$149.50
B. STP and NHS Streets				
Residential Zones	\$30.00	\$30.00	\$30.00	\$30.00
Residential Zones on Bus and/or Heavy Traffic Routes	\$27.00	\$27.00	\$27.00	\$27.00
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	\$97.50	\$149.50	\$97.50	\$149.50

V. <u>ASPHALT RESURFACING</u> <u>ALL STREET TYPES</u> Assessment Factor =	2020 RATES <u>ASPHALT RESURFACING</u> \$32.00	PROPOSED 2021 RATES <u>ASPHALT RESURFACING</u> \$32.00
Residential Zones	\$19.20	\$19.20
Residential Zones on Bus and/or Heavy Traffic Routes	\$17.28	\$17.28
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	\$28.80	\$28.80
INTEREST RATE FOR UNPAID SPECIAL ASSESSMENTS	<u>2020 RATES</u> 3.77%	<u>PROPOSED 2021 RATES</u> TBD



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # N.3

To receive and place on file the presentation by Department of Public Works staff to the Improvement and Services Committee and accept the results of the report regarding 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

1. Ald Johnson and Ald Scannell Joint Communication
2. 2020 WI city downtown snow policies
3. 2020 DGBI-OBi-OMSI snow management meeting summary

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

Wisconsin Large City Snow Removal Practices Survey (September 2020)

<u>City</u>	<u>Population</u>	<u>Downtown Snow Windrows Removed?</u>	<u>How Often Removed?</u>	<u>Who removes snow?</u>	<u>Who pays for snow removal?</u>	<u>Notes</u>
Milwaukee	595,000	Yes	As decided by B.I.D.	Contractor Parking Division – adjacent to parking meters	B.I.D.	City does not remove snow windrows City sells permits for contractors to dump snow at City snow dump Parking Division routinely clears paths adjacent to parking meters separate from B.I.D. snow removal activity
Madison	233,200					
Green Bay	104,100	Yes	As necessary from a roadway safety perspective	DPW Parking Division – adjacent to parking meters	City operating budget	Parking Division routinely clears paths adjacent to parking meters separate from DPW snow removal activity
Kenosha	99,200	Yes	When curbside parking is affected	DPW	City operating budget	Mayor authorizes snow removal operations
Racine	78,900	Yes	After high enough levels of snow accumulate	DPW	City operating budget Parking Division – charged for snow removal where meters are installed	Some businesses clear paths to parking meters for their patrons. But not a City requirement.

Wisconsin Large City Snow Removal Practices Survey (September 2020)

Appleton	72,600	Yes	On priority basis set by DPW	DPW, with assistance from contractor	Businesses are assessed \$1.00 to \$2.00 per L.F. depending on their zone City operating budget covers costs over and above what is collected from businesses	If snow removed in residential areas, no cost to residents
Waukesha	70,700	Yes	As deemed necessary by DPW	DPW	City operating budget	
Oshkosh	66,100	Yes	Assessed after every snowfall. Removed if snow is deep enough.	DPW	City operating budget	Snow removal is scheduled for day and night shifts, and takes up to 2-weeks to complete the process
Eau Claire	65,900					
Janesville	63,600	Yes – hybrid program B.I.D. properties push sidewalk and terrace snow in street City pushes snow to storage areas when streets are plowed Contractor hauls stored snow away	When downtown B.I.D. district storage areas are full, snow is removed On arterial streets, snow is removed only as necessary	Downtown – Contractor Arterial streets – DPW	Downtown – B.I.D. Arterials – City operating budget	No metered parking in downtown area No DPW snow removal in past 2 winters

Wisconsin Large City Snow Removal Practices Survey (September 2020)

West Allis	60,400	Yes	When curb lanes get too narrow	DPW	City operating budget	
La Crosse	51,300					
Sheboygan	49,300	Yes	If snowfall is significant enough to warrant removal	DPW, with assistance from contractor	City operating budget	Downtown businesses were charged a special assessment fee for snow removal. Charge was discontinued due to unrealistic expectations from business owners and operators.

Downtown Snow Management Business District Discussion Summary (December 2020)

Background

At its September 9, 2020 meeting, the Improvements and Services Committee considered a request for 1) options to improve on downtown snow bank management and 2) a comparison of practices throughout the State. On September 30, 2020, Department of Public Works staff presented its findings to Improvements and Services Committee regarding downtown snow management practices in larger cities throughout Wisconsin, and discussed DPW's current downtown snow management practices.

As a result of the above discussion, a meeting was held on December 10 between DPW-Operations Division staff, Alderman Scannell, and key staff from On Broadway, Inc. (OBI), Downtown Green Bay, Inc. (DGBI), and Olde Main Street, Inc. (OMSI). The group reviewed results of the State-wide survey, and discussed concerns and observations from each group. Following is a list of participants and summary of discussion points from the December 10 meeting:

- Randy Scannell, Downtown District Alderman
- Brian Johnson, OBI Director
- Jeff Mirkes, DGBI/OMSI Director
- Sally Ebeling, DGBI/OMSI Program & Business Development Specialist
- Josh Brassfield, DPW-Street Section Superintendent
- Chris Pirlot, DPW-Operations Division Director

OBI Concerns

- The section of Broadway between Walnut and Dousman Streets is most active on the west side of the downtown district. There is not a lot of room to in this zone to both store snow and accommodate free movement of business patrons during winter months.
- Business patron first impressions are important. Snow windrows are similar to a gate/wall between customers and businesses. Removing stored snow makes the downtown more inviting to visitors.
- Snow windrows ice over as winter progresses, which increases pedestrian hazard for those who move between their on-street parked car and destination. Maintaining gaps in windrows cleared down to the pavement reduces pedestrian hazards, and maintains access safe to businesses.

DGBI/OMSI Concerns

- Understands City policies and constraints related to downtown snow removal. But prefers as much snow removal activity as possible to maintain an inviting downtown.
- Is currently increasing efforts to communicate to businesses that they hold a stake in winter snow management responsibilities. The City alone is not responsible for safe and effective snow management in the downtown area.

- Some businesses have noted that pedestrian curb ramps should be cleared better. When residual snow melts, it creates slush and ice through which pedestrians must navigate. This increases hazards at official pedestrian crossing locations.

Group Observations and Discussion Points

- There was more downtown pedestrian traffic pre-pandemic. During the pandemic, there is less pedestrian traffic, but more business focus on curbside pick-up of goods. So sidewalk accessibility is still very important.
- All present realized that pedestrians should cross streets at corners. But human nature compels pedestrians to cross streets by the shortest path at mid-block locations
- Pedestrians should be afforded mid-block gaps to walk between the sidewalk and their vehicle instead of walking to the corner, and walking in the street to their mid-block parking location.
- There have been no major complaints recently regarding downtown snow management. But affected parties wish to be proactive on the issue.
- DPW attempted to remove snow several times by plowing to center of downtown streets, and removing it soon after the plow operation. But there were space and logistical issues so it was discontinued. City of Manitowoc does the same thing, but prohibits parking on downtown streets until snow is removed.
- Focus snow removal activity in specified high impact areas, to maximize benefits for the majority of business patrons.

DPW Action Ideas/Alternatives

- DPW maintains a 4-person night-shift snow management crew during winter months to address issues throughout the City. This crew can somewhat increase its activity in the downtown area without negatively impacting other areas of the City.
- Leave snow windrows in parking lanes for removal using less equipment and time. This alternative was attempted in the past with mixed results. If reintroduced, it would prohibit downtown parking until snow is removed which could be an issue.
- Plow snow to the center of downtown streets. But downtown parking would need to be prohibited until snow is removed, to facilitate safe and effective snow removal.
- DPW has numerous post-snowplow responsibilities City-wide. Without more equipment and staffing, snow cannot realistically be removed from downtown streets after every storm.

Meeting Follow-up Activity

After review of issues and discussion of possible solutions, the group agreed that a downtown snow management plan must include active participation from the 1) City, 2) business leadership groups, 3) business operators, and 4) DPW collectively. The group focused on the following action items related to downtown snow management:

- Advise businesses to manage snow to the best of their abilities, to minimize snow/ice build-up and safety concerns in front of their business. Pedestrian safety is everybody's responsibility.
- DPW will keep up with snow/ice maintenance at downtown intersection curb ramps and crosswalks.

- Business groups and the City should draft and abide by a memorandum of understanding that identifies each entity's responsibility for downtown winter snow management
- Business groups and the City should cooperatively draft a letter to distribute to all downtown businesses each winter. The letter should outline expectations of all affected parties for proper downtown snow management.
- Each business leadership group will identify what streets/areas are the most critical for snow removal/management. DPW could focus on these areas, spending less time focusing on areas that have little or no impact on business in the area.

DGBI Snow Removal Priority Zones

- Washington Street – Main Street to Doty Street
- Adams Street – Pine Street to Walnut Street
- Cherry Street – Cherry Street Ramp to Adams Street
- Pine Street – Adams Street to YMCA Building

OMSI Snow Removal Priority Zones

- Bodart Street – Monroe Avenue to Jackson Street

OBI Snow Removal Priority Zones

- List pending



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # N.4

To approve the request by Department of Public Works to enter into a Municipal Project Agreement with Brown County for the construction of drainage improvements near Beach Lane on Nicolet Drive (CTH A).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # N.5

To approve the report of the Purchasing Manager to award Shefchik, Inc. for the replacement of the roof on the Observation Building at the Bay Beach Wildlife Sanctuary for the sum of \$43,936. Shefchik is the only bidder to RFB #3288.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Report of the Purchasing Manager_01_13_21



CITY OF GREEN BAY - PURCHASING DIVISION

TO: I & S Committee
FR: Calvin Winters, Procurement Manager
DT: January 13, 2021
RE: Purchasing Report
Cc: Steve Grenier, Jamie Destiche

Report of the Purchasing Manager:

1. Approval of award to Shefchik, Inc. for the replacement of the roof on the Observation Building at the Bay Beach Wildlife Sanctuary for the sum of \$43,936.00. Shefchik is the only bidder to RFB #3288.

CITY OF GREEN BAY BID SUMMARY**RFB #3288****WLS Observation Building Reroofing**

Dept: PRF	Req #	VENDOR #1
Planholders:	CC #7700-910-912	Shefchik, Inc.
Issued: 11/4/2020	Due: 12/9/2020	Green Bay, WI
DESCRIPTION		
Base Bid 1: Reroofing of entire Observation Building per specifications		\$ 43,936.00
If Required: Roof sheathing (4'x8') - cost shall be each for replacement		\$ 180.00
If Required: Replacement of Fascia - cost shall be per linear foot		\$ 8.00
TOTAL Base Bid:		\$ 43,936.00
Lead time after notice to proceed:		Spring 2021
Payment discount terms:		None
SOQ/Bidder's Proof Expires:		Submitted

Recommendation: Award to the lowest responsive, responsible vendor



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # N.6

To approve the award of the contract BRIDGE 3-20 (MAIN STREET BRIDGE CENTER LOCKS REPLACEMENT) to the low responsive bidder, Lunda Construction, base bid in the amount of \$90,862, and alternate bid of \$11,438 if required.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public BRIDGE 3-20 MAIN ST BRIDGE CENTER LOCKS REPLACEMENT

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

BRIDGE 3-20 (MAIN STREET BRIDGE CENTER LOCKS REPLACEMENT)

Tuesday, December 22, 2020

Contractor	Base Bid	Alt 1	Bid Bond
LUNDA CONSTRUCTION	\$90,862	\$11,438	5%
DRAX, INC.	\$138,000	\$8,000	5%
ZENITH TECH, INC.	\$153,000	\$35,000	5%
Any questions, call 920-448-3100			



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # N.7

To approve the request by KS Energy Services to renew the annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # N.8

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

A. Granting of Licenses

1. Sidewalk Builder

- a. Baeten Concrete, LLC
- b. Dorner Equipment Sales & Service, LLC
- c. Frank O. Zeise Construction Co., Inc.
- d. Howard Immel, Inc.
- e. IEI General Contractors, Inc.
- f. Loch Construction Co., Inc.
- g. Martell Construction, Inc.
- h. McDonald Services, LLC
- i. Ramco Construction Services
- j. Utility Traffic & Restoration, Inc.

2. Tree & Brush Trimmer

- a. Asplundh Tree Expert LLC
- b. BEST Enterprises, LLC
- c. Epic Tree Care
- d. Fall-Rite Services, LLC
- e. Holger Bros., Inc.
- f. Selner Tree & Shrub Care
- g. Urban Tree Service
- h. Yesterday's Trees LLC

3. Underground Sprinkler System

- a. Fox Valley Irrigation, Inc.
- b. Irrigation Doctors, LLC
- c. Lizer of WI, Inc.
- d. The Sprinkler Co., Inc.
- e. Wolfraths Landscaping, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # O.1

To approve an application for an available "Class B" Combination license by Mangiare, LLC at 121 N. Adams St. with a licensed premise description as "Restaurant/kitchen/bar/4 bthrm/1 lqr stg rm/2 walk-in coolers/maint rm/fs dishwashing rm" (Currently licensed as Skaliwags High Cotton Club Limited), with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. SIGNED STIPULATION AGREEMENT.CARLSONC.374_121NAdmams
2. City of Green Bay - AT-104 Schedule for Appointment of Agent - Mangiare LLC
3. City of Green Bay - AT-106 Original Alcohol Bev License Application - Mangiare LLC - UPDATED 12-29-20
4. City of Green Bay - AT-106 Original Alcohol Bev License Application - Mangiare LLC
5. City of Green Bay - Surrender Form - Chris Wiltfang - Surrender of License 12-12-20
6. DL - Jeff Lang
7. DL - Patrick Neph
8. Mangiare Seller Permit
9. Security Plan - 121 NORTH ADAMS STREET - MANGIARE
10. City of Green Bay - AT-103-auxiliary questionnaire - Mangiare LLC - Member Jeff Lang
11. City of Green Bay - AT-103-auxiliary questionnaire - Mangiare LLC
12. Downtown Moratorium 2-16-98

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN AND AROUND
THE 200 BLOCK OF NORTH WASHINGTON STREET

Green Bay, Wisconsin
February 16, 1998

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council of the City of Green Bay is concerned with the present high concentration of licensed establishments in and around the area of the 200 block of North Washington Street. The high concentration of these establishments in this area has impaired the public peace, safety, welfare, and order; and

WHEREAS, there are currently seven establishments which hold a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License. The names and addresses of said establishments are:

Candlestick Lounge	119 North Adams St.
C Street	312 Cherry St.
Confetti's Club	217 East Walnut St.
Oasis	201 North Washington St.
Brewbaker's Pub	209 North Washington St.
Sowerby's Public House	217 North Washington St.
Maloney's Pub	219-221-223-225 North Washington St.

WHEREAS, pursuant to the powers reserved under Ch. 125 Wis. Stats., the Common Council wishes to limit the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses, issued to establishments in and around the area of the 200 block of North Washington Street; and

WHEREAS, it is the intent of this resolution to allow present Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses 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:
 - a. North Boundary: The center line of Pine Street;
 - b. East Boundary: The center line of Monroe Avenue;
 - c. South Boundary. The center line of East Walnut Street.
 - d. West Boundary: The east shore of the Fox River.

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN AND AROUND
THE 200 BLOCK OF NORTH WASHINGTON STREET

Page 2

2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer Class "B" Fermented Malt Beverage 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" Fermented Malt Beverage or Class "B" Combination License for an existing premises in the limitation area.
- b. This subsection shall not prohibit the issuance of a Class "B" Fermented Malt Beverage 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.

19a

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN AND AROUND
THE 200 BLOCK OF NORTH WASHINGTON STREET
Page 3

4. Prohibition Not to Apply to Restaurants.

- a. This resolution shall not prohibit the issuance of a Class "B" Fermented Malt Beverage 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" Fermented Malt Beverage 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" Fermented Malt Beverage or Class "B" Combination Liquor License shall be in violation of this subsection and its Class "B" Fermented Malt Beverage 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 _____

Approved _____

Mayor

Clerk

LMS:bc

196.
—

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

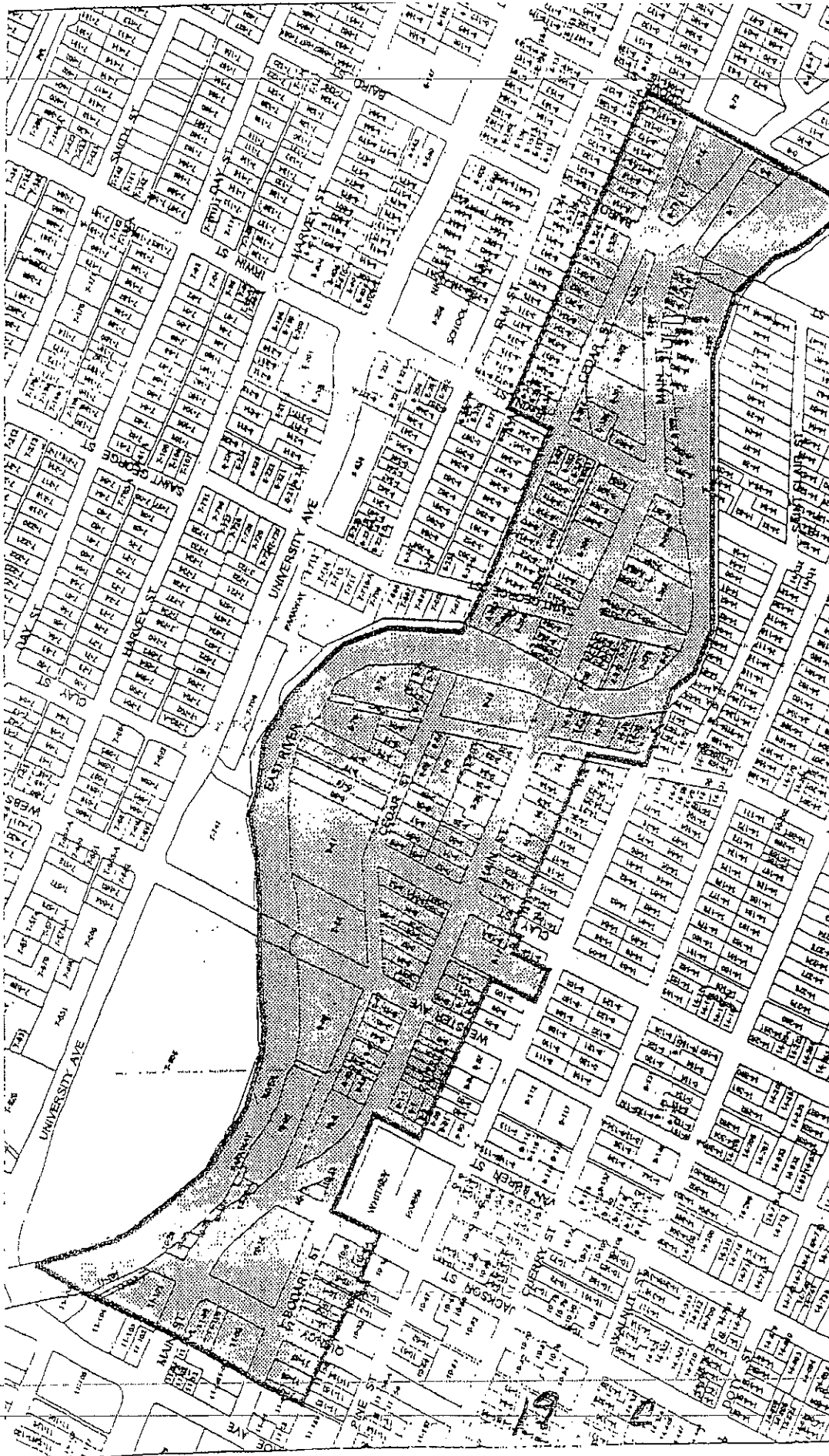
Approved 10/24/07

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

Jaime Fuge

From: District Seven
Sent: Tuesday, December 22, 2020 12:44 PM
To: Pamela Manley; Jaime Fuge
Subject: communication for P&P

Good morning!

Please add this to the next P&P meeting.

Consideration with action on appeal by Paul Bachhuber for inspection fines on 202/208 S. Webster.

Thanks and Happy Holidays!



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # O.7

To advance to full Council a request by Ald. Dorff that staff research a change to Alder terms from two years to three years beginning with the 2022 election.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. COMMUNICATIONP&P



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # O.8

To approve a resolution in support of City of Green Bay Employees.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution - Support COGB Employees

RESOLUTION IN SUPPORT OF CITY OF GREEN BAY EMPLOYEES

January 19, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the year 2020 was among the most challenging our city has ever faced, as a result of circumstances including:

- The consequences of the coronavirus pandemic and its extreme challenges to our health care system, our local economy, and our collective peace of mind,
- Racial unrest and political demonstration, and
- The local consequences of a nationally polarized political arena; and

WHEREAS, in 2020, City of Green Bay employees faced specific threats, challenges, and obstacles that were, collectively, of epic proportions, including:

- The hospitalization of numerous citizens for COVID-19, many of whom were transported to hospitals by the Green Bay Metro Fire Department,
- Having to conduct three elections in pandemic conditions,
- Having to restrict activities in our nationally recognized parks and recreation areas without curtailing services to citizens and visitors,
- Working to contain Emerald Ash Borer disease in 2,800 trees,
- Conducting the emergency reconstruction of a key City parking ramp,
- Continuing to conduct the ongoing work of routine road repair and resurfacing, sidewalk replacement, bridge safety monitoring, trash collection, and other public works services despite pandemic conditions,
- Having to address flooding and the deterioration of the dike wall,
- The pressing need for the Green Bay Police Department to build trust, earn respect, and establish credibility within the community, and
- Having to cope with the devastating loss of life in the City of Green Bay due to COVID-19; and

WHEREAS, City of Green Bay employees performed heroically throughout 2020, accomplishing outstanding work in the most trying circumstances with loyalty, resilience, and professionalism, as demonstrated by:

- The creation and adoption of the City of Green Bay Emergency Preparedness Plan for COVID-19,
- The smooth transition to online meetings and work-from-home conditions involving the swift installation of 175 laptops and heroic IT support for staff, Council, and citizen participants,
- The installation of wireless access points at Bay Beach and the completion of fiber optic connection and cabling for the Wildlife Sanctuary expansion,

- The drafting of numerous critical ordinances and resolutions, including a responsible bidder ordinance, the establishment of parklets, the expanded temporary use of licensed and unlicensed premises, and a click and collect ordinance,
- The opening of a City Hall fitness center for employees using donated equipment,
- The creation of a Small Business Pandemic Relief Revolving Loan Fund Program with loans awarded,
- The creation of the “Downtown Dining Room” program,
- Brownfield remediation and redevelopment progress for development of the Railyard property,
- The creation of a City Hall Art Gallery,
- The implementation of the Office of Emergency Preparedness to respond to flooding, pandemics, and First Amendment assemblies,
- An increased rate of pavement resurfacing and reconstruction by 20% over 2019, and by 40% over the past ten years,
- The design and installation of the Green Bay Parks Century Grove of 100 new trees at Danz Park – East, celebrating 100 years of service by the Green Bay Department of Parks, Recreation, and Forestry,
- The removal and replanting of 900 trees around the City by the Forestry team,
- The installation of three private rooms for nursing mothers at the Bay Beach Amusement Park,
- The replacement of the Zippin Pippin operating system,
- The safe release back into the wild of several rehabilitated bald eagles and a red-tailed hawk,
- The ongoing provision of safe summer playground, swimming, and adult softball programs under pandemic conditions,
- The mobilization of a more-than-adequate volunteer cadre to support election activities and safe practices for voters and poll workers,
- Finding creative solutions to protect the well-being of the public while carrying on the work of City Hall,
- The removal of the final lead water pipe to a Green Bay home, making our city the first Wisconsin municipality to voluntarily end all lead water service,
- The thoughtful, conscientious distribution of grant dollars to protect and safeguard our homeless citizens,
- The uninterrupted forward progress in the creative, responsible improvement of business development and the housing needed to support it,
- Significant progress in the work of public arts and sustainability of our natural environment,
- The creation and staffing of two new, forward-thinking city positions: Resiliency Coordinator and Diversity and Inclusion Coordinator, and
- The passage of a public resolution declaring racism a public health crisis, with a commitment to proactively address the challenges of our local social determinants of health;

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Common Council of the City of Green Bay, both individually and collectively, do hereby publicly express our proud support of and admiration for every City of Green Bay employee, with deep appreciation for the sacrifices they and their families made for the City in 2020.

Adopted _____

Approved _____

Mayor

Clerk

cs/bd/lg



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

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # O.9

To receive and place on file The Liquor Violation Report for January 11, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report January 11 2021
2. 20LiqVio
3. 19LiqVio

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

January 19, 2021

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

Bevers, Aria M
Bilotti, Dominic C
Brott, Lillian M
Calabaza, Joan M
Campbell, Cassandra L
Cayo, Mackenzie C
Clark, Terrance A
Crossman, Shannon E
Deas, Sara N
DeLorme, Andrea R
Helms, Virginia WR
Kamke, Alicyn L
Lebo, Sherald L
Lee, Lee
Lusardi, Wendy J
Maas, Nathaniel D
Masanz, Derrick J
Money, Debra K
Nemetz, Briana S
Ninneman, Connie S
Oconnell, Patrick A
Rasmussen, Jay T
Rivera, Sarah J
Scallion, Melissa C
Schadrie-Wagnitz, Alicia M
Sell, Kayce L.
Sherman, Casey J
Simmons, Justin C
Smith, Charles A
Steingraber, Neva M
Surber, Christian J

Thomas, Theodore E
Vandenbusch, Sydney A
Vega, Noreata A
Yang, Amy N
Zittlow, Christopher J



Report to the Green Bay Plan Commission

MEETING DATE

January 19, 2021

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.1

To authorize a Conditional Use Permit (CUP) for a restaurant drive-through at 901 Main Street, subject to the following conditions:

- No objections from the Green Bay Fire Chief regarding EMS and fire service.
- Approval from the Zoning & Planning Board of Appeals for the variance request eliminating the need for an emergency exit lane. (October 12, 2020)

BACKGROUND

Reason for Request: To allow for creation of a restaurant drive-through consisting of a drive-up menu board and pick-up window on the north façade of the existing building.

Surrounding Zoning and Land Uses:

Subject Property: Downtown (RI) - Mixed-use commercial/residential

North: Light Industrial (LI) - Light manufacturing and warehousing

South: General Commercial (CI) & PUD - Attached single-family residential & retail

East: General Commercial (CI) - Commercial retail & service

West: General Commercial (CI) - Vacant former commercial bus station

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as medium intensity retail, office and housing (MIROH) uses.

Consistency Analysis: While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is consistent with the comprehensive plan. The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

Report: The proposed drive-through use is to be located on the north side of the mixed-use building located at 901 Main Street. The subject property has a Downtown One (DI) zoning which allows drive-throughs by Conditional Use Permit.

The subject site consists of a single "L" shaped 16,500 sq. ft. parcel primarily fronting Main Street (approx. 145 ft.) with secondary frontage on Cedar Street (approx. 55 ft.). Vehicular access is from both Main and Cedar Streets. The existing three-story 9,000 sq. ft. building (footprint) was constructed in 2019 with approx. 3,000 sq. ft. of commercial space and 10 parking stalls on the ground floor and 20 residential living units on the upper floors. The lot is also improved with a 10 stall parking lot with additional stalls provided through an access/parking easement from the adjacent property to the east. The structure is situated in such a way that a 13 ft. wide drive aisle runs along the northern building façade.

The petitioner wishes to create a restaurant drive-through consisting of a drive-up menu board and pick-up window on the north façade of the existing building. Traffic could enter the proposed drive-through from the east through from either Main or Cedar Streets via the parking facility on the adjacent parcel and exit to the west via Main Street. An order board would be established approx. 45 ft. from the access drive lane in the

adjacent parking lot, which equates to approx. 3 car lengths and a pick-up window approx. 80 beyond the order board, which equates to approx. 5 car lengths. The proposed drive-through lane will be 10-11 ft. wide allowing 1-2 ft. of landscaped buffer to the north.

The Zoning Ordinance (Section 12-205(e)) establishes seven standards for the Plan Commission to consider when reviewing a conditional use permit:

1. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
3. The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
4. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
6. The conditional use shall have adequate parking facilities as specified in subchapter 13.1700.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable city ordinances.

When considering the request in relation to the standards, Planning staff believes there is possible disparity with the fifth (5) and seventh (7) considerations:

Standard five (5): Planning staff has concerns regarding sufficient traffic circulation on-site. Although the proposal meets the minimum stacking requirements (3 in advance of menu-board & 3 between menu-board and pick-up window), we feel there is a potential conflict point where vehicles coming from the north and the south both will enter the drive-through lane. Staff is concerned that if this situation increases queuing, parking stalls could be blocked and vehicle stacking could potentially back up to the point vehicles will be impeding traffic on Main Street and/or Cedar Street. Additionally, since the property has no parking west of the building/pick-up window, there is no opportunity to have a customer pull from the single drive-through lane and wait for order to be completed and brought out (similar to Culver's Restaurant standard operating procedure). When this situation occurs, customers will either have to remain in the drive-through potentially increasing stacking or need to exit the drive-through and reenter the right-of-way to travel east back to the parking lot.

Traffic Engineer Hansen reviewed the project and has stated that the use does not warrant a traffic impact analysis as the number of added trips will not substantially increase with the addition of a drive-through and the operation is unlikely to impact traffic on the roadway system. Additionally, he feels this operation is much more of a destination location that customers will be accustomed to, queuing will not likely to be an issue for Main Street or Cedar and that the sizing of the single drive-through lane is sufficient to appropriate ingress-egress.

Standard seven (7): As proposed, the drive-through does not meet code requirements as the site does not allow adequate space to provide a by-pass/emergency exit lane, which is a required land use development standard (Zoning Ord. Section 13-606(l)(6)) with the entire drive-through lane being bound by either parking stalls or building walls. This requirement is included in the code not only as a convenience allowing egress from a queue if a customer decides not to continue their order but to grant access to vehicles within the drive-through for emergency services to aid vehicle occupants in the event an emergency situation. The petitioner has submitted an application to the Board of Appeals for variance to this provision of the code, tentatively scheduled for October 19.

Fire Department does not believe the lack of the by-pass lane will pose significant issues because it would

not be overly difficult to clear the alley of drive-through traffic as the vehicles will be occupied by drivers. Additionally, because of the narrow alley, Fire Department would not utilize the alley for fire apparatus in the event of a fire. In short, Fire Department Operations Chiefs do not have an issue with a drive through going through the alley.

Planning Staff is recommending denial of the request based on our opinion that the establishment of drive-through use, as proposed, will not meet several elements of the CUP standards of the code though other departments as noted do not have the same degree of concern. If deemed by the Plan Commission to be compliant with or able to be compliant with the standards, staff would suggest a condition that the variance to the code associated with a by-pass/emergency exit lane requirement be granted as a condition of the CUP approval.

Ald. Scannell, the Whitney Park Neighborhood Association, and adjacent property owners within 200+ feet of the property have been notified of the request. As of the drafting of this report, staff has not received any calls regarding the request.

RECOMMENDATION

Denial of the request for a Conditional Use Permit with the following findings:

1. Property size and location does not permit adequate measures to be taken to mitigate issues associated with ingress/egress and limits design that will not minimize traffic congestion.
2. The proposed facility can not conform to the applicable regulations of the district in which it is located without a variance.

FISCAL IMPACT

ATTACHMENTS

1. ZP 20-30 Application - CUP Drive-Through 901 Main
2. ZP 20-30 Location Map_color
3. ZP 20-30 Traffic Engineer Comment
4. ZP 20-30 Fire Dept Comment



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Petitioner(s): Garritt R. Bader Date: 9-21-20
Email: gb@gb-re.com Phone Number: (813) 500-0296
Address: 300 N. Van Buren Street City: Green Bay State: WI Zip Code: 54301
Property Owner: GB 901 Main, LLC Phone Number: (813) 500-0296
Parcel Numbers (required): 9-48
Location of Property: 901 Main Street

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

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

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

Attach Zoning Petition Form with first three items.

- ☐ Rezone Property (\$300.00 Review Fee)
- ☒ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$300.00 Review Fee)
- ☐ PUD and PUD Amendments (\$350.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 plus \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$150.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$100.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Grant a Postponement of Development Fees (\$100.00 Review Fee) [Review by I&S and/or Park Committees]
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map 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): _____

Ⓢ Please let me know if you'd like the image sent electronically for better viewing.

Petitioner Signature(s): 
Review Fee: \$300 - Receipt No.: _____ Zoning Petition No.: ZP 20-30

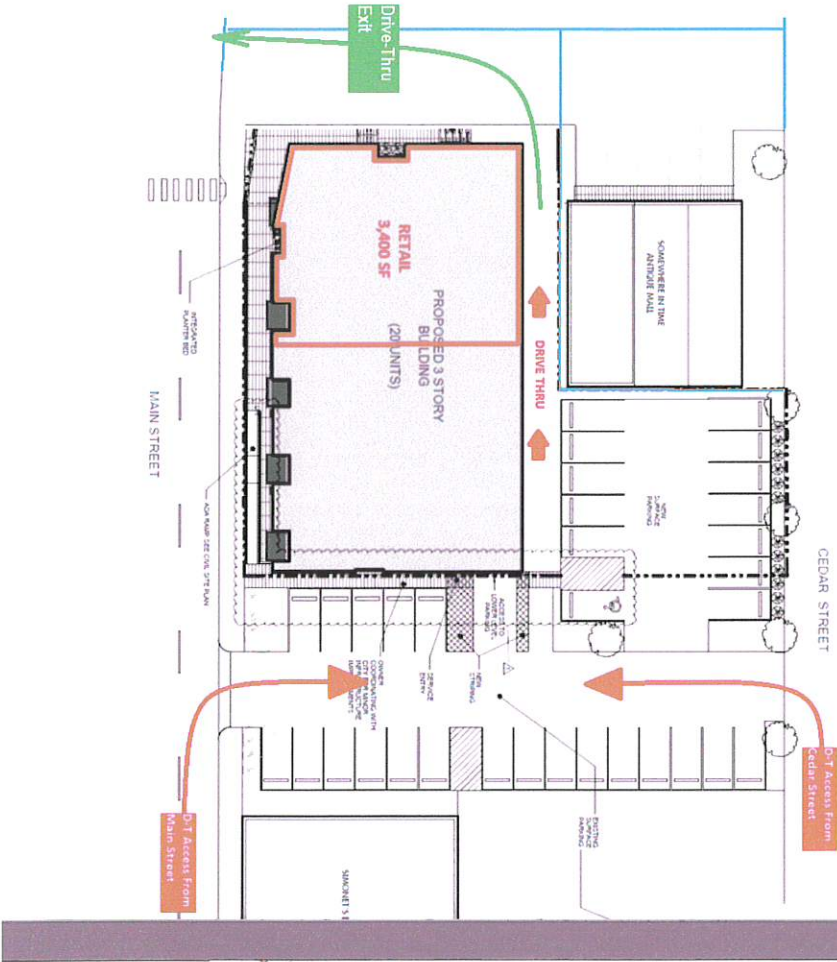
Briefly describe action desired, noting the property affected and all other pertinent information.

Attach maps and legal descriptions (required).

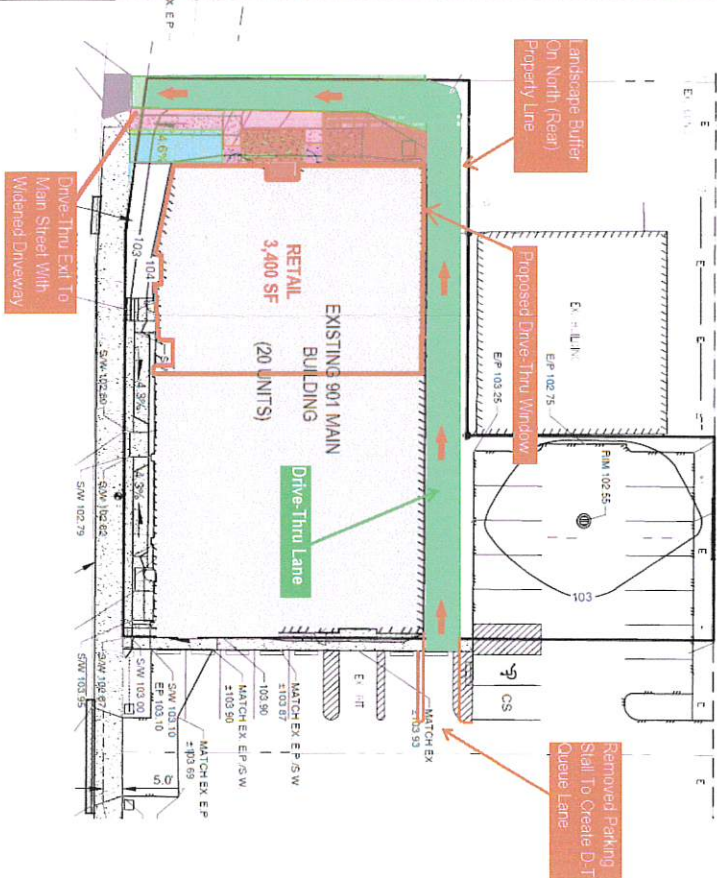
Per recent discussions with city planning and engineering staff, my request is for approval for a drive-thru on the property, zoned D-I. The drive-thru would be designed as conceptually shown, attached. (Upon approval, the currently-approved site plan would be modified to formally denote the revised parking and drive-thru lane.

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

Conceptual Plan:
 Traffic entering from either Cedar Street or Main Street would queue into the drive-thru lane as shown, then exit to Main Street.



Current Site Plan (And Proposed Modifications):
 One parking stall would be removed from the east parking lot to create the drive-thru lane, with exiting to Main Street in the green-shaded area on the west side of the building. The drive-thru lane will allow 1-2 feet of landscape buffer on the north (rear) property line, with 0 feet on the west (side) property line.



From: [Dave Hansen](#)
To: [David Buck](#); [Joe Gabe](#)
Cc: [Paul Neumeier](#); [Stephanie Hummel](#); [Madison Smith](#)
Subject: RE: 901 Main Street : Request for a drive-through
Date: Thursday, October 8, 2020 9:02:27 AM
Attachments: [image004.png](#)

David,

As discussed on the phone yesterday, I have no traffic concerns with this development as my cursory analysis indicates that the forecasted generated trip volume does not exceed the thresholds that would require a traffic impact analysis (TIA). The Main St driveway is proposed outside of the downstream functional area of the Main-Webster traffic signal, which is desirable. I think if future customers westbound on Main St see any backups at that driveway that they will opt for the Cedar St access. Eastbound Main St customers could only use the Cedar St access as there is a raised median at the driveway.

The "alley" is really not an alley but rather a drive-thru lane. Any substandard elements of that lane design are really outside of my jurisdiction to comment on unless they impact public right-of-way. I do not foresee that happening although some parking stalls may get blocked from drive-thru traffic. Again, I do not foresee that situation creating traffic issues spilling onto either Main St or Cedar St.

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: [Joe Gabe](#)
To: [David Buck](#); [Dave Hansen](#)
Cc: [Paul Neumeier](#); [Stephanie Hummel](#); [Madison Smith](#)
Subject: Re: 901 Main Street : Request for a drive-through
Date: Tuesday, October 6, 2020 10:45:06 AM
Attachments: [image001.png](#)

David,

I sat down with our Battalion Chiefs this morning to take a look at the situation. Because the traffic would be moving with drivers in cars it would be easy to get the alley clear and set up ground ladders to the windows of either building. Because of the narrow alley we would never drive our fire trucks down the alley. In short, our operations Chiefs do not have an issue with a drive through going through the alley.

However, if there was stationary parking in the alley then we would definitely have an issue with that.

Thanks,

Captain Joe Gabe IAAI-CFI
Green Bay Metro Fire Marshal's Office
501 South Washington Street
Green Bay, WI 54301
Phone-920-822-7584
joe.gabe@greenbaywi.gov





Report to the Green Bay Plan Commission

MEETING DATE

January 19, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # Q.2

To allow the property owner to continue to rent the subject property, 1135 Shadow Lane, under the conditions of the Short Term Rental Permit (STRP). If further substantiated claims of violation are reported within the next 6 months, those violations shall be brought back before the Plan Commission for further consideration and potential action.

BACKGROUND

Primary Address: 1135 Shadow Lane

Reason for Request: To review past violations on the subject property relative to the Short Term Rental Permit.

Aldersperson/District: Ald. Chris Wery / District 8

Surrounding Zoning and Land Uses:

SUBJECT: Low Density Residential (RI) - Single-family dwellings

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

SOUTH: Low Density Residential (RI) - Single-family dwellings

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

WEST: Low Density Residential (RI) - Single-family dwellings

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as low density residential uses.

Report: This item was presented to the Common Council at their meeting on December 1, 2020, after the Plan Commission meeting of November 23, 2020, at which time the Plan Commission recommended: The property owner may be allowed to continue to rent the subject property under the conditions of the Short Term Rental Permit (STRP). If further substantiated claims of violation are reported within the next 6 months, those violations shall be brought back before the Plan Commission for further consideration and potential action.

This item, along with ZP 20-34, were referred back to the Plan Commission at the request of Ald. Wery to allow for further input from neighbors due to the holidays. There is no new information to pass along to the Plan Commission at this point and staff is reaffirming its recommendation from the November meeting below.

Over the past few months, staff has received a handful of complaints on the subject property. The complaints have been summarized in detail by the Green Bay Police Department and are attached within this agenda; no other zoning violations were noted in the research by staff. The property owner, Kurt Stricker, Shadow Lane GB, LLC has renewed his Short Term Rental Permit (STRP) for 2020 and the permit has been active since late 2018. Another item within this agenda, ZP 20-34, is being considered under similar terms, but is not related to violations on the subject property and will be reviewed under its own merits as a separate action item. Short term rentals are a permitted use in the RI District with the following

development standards:

13-1609. Accessory uses. (Amd. GO 36-09)

(j) Short-term Rentals (STRs). (Cr. GO 9-09; Rep. & Rec. GO 20-16)

(1) Prior to occupancy as a short-term rental, the following shall be obtained by the local representative:

State of Wisconsin Tourist Rooming House Permit

State of Wisconsin Sale and Use Tax Permit

Proof of registration with the City of Green Bay Treasurer regarding Brown County Room Tax requirements.

Proof of registration with the Brown County Health Department.

A lease agreement example provided that indicates language regarding compliance with parking, noise and other applicable City of Green Bay ordinances being met during occupancy of the structure.

City of Green Bay Short-term Rental Permit (STRP)

(2) A submittal for Short-term Rentals (STRs) shall include the following:

a. Initial application

1. Completed STRP application on a form established by the City.

2. \$100.00 application/review fee.

3. Proof of insurance.

4. Necessary permits and proof of registration as required in 13-1602(j)(1), Green Bay Municipal Code.

b. Renewal of a STRP

1. A STRP is valid for one year and shall expire on June 1 of the calendar year. A STRP may be renewed on an annual basis and shall meet the following standards:

a) Proof of insurance.

b) Necessary permits and proof of registration as required in 13-1602(j)(1), Green Bay Municipal Code.

c) Renewal Fee: \$100.00

(3) The number of occupants in STRs shall not exceed the limits set forth in the State of Wisconsin Uniform Dwelling Code and other applicable County and City of Green Bay housing regulations for residential structures based on the number of bedrooms within the unit.

(4) STRs are issued to a specific owner of a Short-term Rental. STRs shall be terminated when the permit holder sells or transfers the real property which was rented, except for a change in ownership where the title is held in survivorship or transfers on the owner's death.

(5) Availability of STRs to the public shall not be advertised on site.

(6) A STRP shall be visible from the exterior of the principal structure and shall contain the name and telephone number of the local representative.

(7) STRs shall not violate any applicable conditions, covenants, or other restrictions on real property.

(8) Alcohol may not be sold on site.

(9) STRs granted by the City may be subject to review on a yearly basis or when the Planning Director or Plan Commission has reason to believe that the regulations are not being adhered to or that there are problems associated with the STRs that warrant review by the Plan Commission and the Green Bay Common Council. STRs may be revoked based on the findings of the Plan Commission. STRs denied by the Planning staff may be appealed to the Plan Commission and Common Council.

(10) No Recreational Vehicle (RV), camper, tent or any other temporary lodging arrangement shall be permitted on site for the means of providing accommodations for occupants and/or guests of a Short-term rental.

(11) STRs shall comply with all requirements of this ordinance and all applicable standards of the Green Bay Municipal Code.

(12) Violations: Failure to comply with the requirements above shall constitute a violation of the provisions of this section. Disturbances or nuisances caused by the tenants of an approved STR which violate the City Municipal Code, including but, not limited to, outdoor events and existing noise ordinances or State law, shall also constitute a violation. Penalties for each violation shall be imposed in an amount not to exceed

\$500, including court costs, and may result in permit suspension or revocation.

It was determined by the staff, having receiving substantiated complaints by the Police Department, that the complaints should be presented to the Plan Commission and eventually the Common Council for their information and possible consideration under provision (9) above. It appears that complaints have been resolved and continue to be monitored by the Police Department.

Staff believes because these complaints were dealt with in a timely manner from their occurrence and that there are no pending complaints, that some latitude be given to the property owner to continue to rent the subject property with the limitation that any future substantiated claims of violations, within the next 6 months, be brought back before the Plan Commission for further consideration and potential action. Ald. Wery and adjacent property owners have been notified of the request. As of the drafting of this report, staff has two inquires to the request.

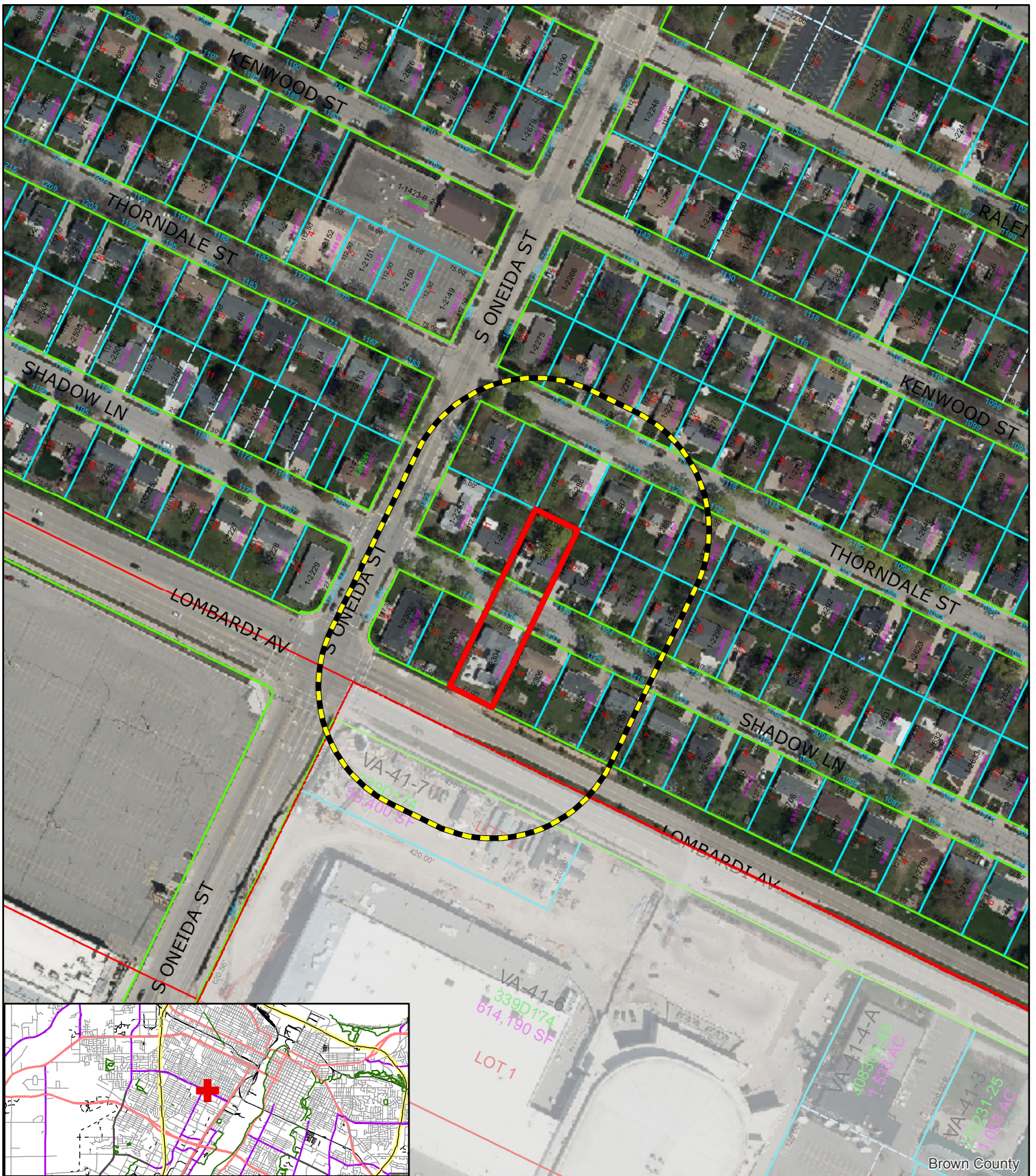
RECOMMENDATION

The property owner may be allowed to continue to rent the subject property under the conditions of the Short Term Rental Permit (STRP). If further substantiated claims of violation are reported within the next 6 months, those violations shall be brought back before the Plan Commission for further consideration and potential action.

FISCAL IMPACT

ATTACHMENTS

1. ZP 20-33_34 letter
2. Ald Wery Comments for Short Term Rentals
3. Break Down of calls for 1135 Shadow Lane - Redacted



**Zoning Petition (ZP 20-33) 1135 Shadow Lane and Zoning Petition (ZP 20-34) 1136 Shadow Lane
Review of Short Term Rental Permits**

- Subject Area
- 200' Property Owner Notice

0 5,000 10,000
Feet



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Map prepared by PN

From: [Chris Wery](#)
To: [Paul Neumeyer](#)
Cc: [Stacy J. Mosher](#); [Debbie Mosher](#); [Debbie Jacques](#); [Jennifer Fischer](#); [Teri and Jim Sot](#); [Jim McGrath](#)
Subject: Comments for Short Term Rentals
Date: Monday, November 23, 2020 4:19:01 PM

Hi Paul,

My apologies, I am not able to make the meeting tonight so I will submit some comments.
Please read this:

Plan Commission, thanks for hearing about the issues at these addresses. It is important to remember that applicants for any short term rental agree to certain provisions in order to rent out a home.

Here is one of those stipulations:

- Agree to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties.

Please review the police complaints for loud parties and also recognize there are DPW complaints for garbage storage, bin storage and lawn parking.

Many short term rentals quietly rent to out of town families and are generally great neighbors. Some keep pushing the envelope and make it seem like they are a bar located in a residential area. Obtaining a license for a short term rental is a privilege not a right. I would not be opposed to any corrective measures seemed necessary by the Plan Commission in order to send a strong, clear message about what we expect from these types of licensed properties.

**I will also be addressing this at city council next week and invite any interested parties to join me.

Alderman Chris Wery
920-490-9282
chriswery@att.net

Facebook: [Alderman Chris Wery, District 8 City of Green Bay](#)

Break Down of calls for 1135 Shadow Lane

Noise Complaint on 9/21/2019 @ 9:16 pm (19-057473) – Comp [REDACTED] reported loud music from the backyard of this address. [REDACTED] described as a band playing for several hours. Officers spoke with [REDACTED] who was hosting a small get-together with a band. Officers were on scene around 10:55 pm and the band had been done and was breaking down the equipment. **No Enforcement Action Taken**

Noise Complaint on 8/22/2020 @ 5:35 pm (20-048596) – Comp [REDACTED] reported a band playing in the backyard at an extremely loud level. Officers spoke with [REDACTED] who informed them the band was done at 9:30 pm. Officers on scene found the noise to be reasonable given it was a weekend and taking the time into consideration. **No Enforcement Action Taken**

Noise Complaint on 8/22/2020 @ 8:41pm (20-048624) - Comp [REDACTED] reported a live band in the backyard of this residence and estimated 20 cars/40 people present. Officers spoke with the comp who thought it was reasonable to allow the music to continue until 10pm noise ordinance would be in effect. Asked officers to check back on property around 10:30pm. **No Enforcement Action Taken**

Noise Complaint on 8/22/2020 @ 10:43pm (20-048637) – Comp [REDACTED] called in reporting lots of yelling and loud music going on and off. A Landlord Referral was completed to document the complaints and generate a letter to the landlord along with a written warning. **Written Warning was issued to property owner.**

In reviewing the calls for service for this address only one call came in for 2019. The band was done and breaking down by the time officers were on scene. The three calls for service in 2020 all came in on the same day for a live band. No enforcement action was taken on the first two calls due to the level of noise, time of day, and consideration for the weekend. Officers were called a third time for yelling and loud music after 10pm (not the live band). A written warning was issued to [REDACTED] for the late noise issue, as this has been the first problem this year. Officer Robinson was able to contact [REDACTED] and pass on his contact information to Alder Wery as requested. [REDACTED] explained that he was operating under the assumption he had until 11pm for his band. He will change the Airbnb listing to reflect the 10pm noise ordinance as well and work with the police department to avoid further issues. Even with the one written warning this year, this property would not qualify for a chronic or public nuisance based on the amount and nature of the calls for service.



Report to the Green Bay Plan Commission

MEETING DATE

January 19, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # Q.3

To allow the property owner to continue to rent the subject property, 1136 Shadow Lane, under the conditions of the Short Term Rental Permit (STRP). If further substantiated claims of violation are reported through December 31, 2021, those violations shall be brought back before the Plan Commission for further consideration and potential action.

BACKGROUND

Primary Address: 1136 Shadow Lane

Reason for Request: To review past violations on the subject property relative to the Short Term Rental Permit.

Aldersperson/District: Ald. Chris Wery / District 8

Surrounding Zoning and Land Uses:

SUBJECT: Low Density Residential (RI) - Single-family dwellings

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

SOUTH: Low Density Residential (RI) - Single-family dwellings

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

WEST: Low Density Residential (RI) - Single-family dwellings

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as low density residential uses.

Report: This item was presented to the Common Council at their meeting on December 1, 2020, after the Plan Commission meeting of November 23, 2020, at which time the Plan Commission recommended: The property owner may be allowed to continue to rent the subject property under the conditions of the Short Term Rental Permit (STRP). If further substantiated claims of violation are reported within the next 6 months, those violations shall be brought back before the Plan Commission for further consideration and potential action.

This item, along with ZP 20-33, were referred back to the Plan Commission at the request of Ald. Wery to allow for further input from neighbors due to the holidays. There is no new information to pass along to the Plan Commission at this point and staff is reaffirming its recommendation from the November meeting below.

Over the past few months, staff has received a handful of complaints on the subject property. The complaints have been summarized in detail by the Green Bay Police Department and are attached within this agenda. On two separate occasions complaints were filed in October and November of this year regarding excessive amounts of garbage on the site; however, in each case, when the Inspector arrived they did not observe any garbage issues and the cases were closed.

The property owner, Matt Keesey, has renewed his Short Term Rental Permit (STRP) for 2020 and the

permit has been active since August 2018. Another item within this agenda, ZP 20-33, is being considered under similar terms, but is not related to violations on the subject property and will be reviewed under its own merits as a separate action item. Short term rentals are a permitted use in the RI District with the following development standards:

13-1609. Accessory uses. (Amd. GO 36-09)

(j) Short-term Rentals (STRs). (Cr. GO 9-09; Rep. & Rec. GO 20-16)

(1) Prior to occupancy as a short-term rental, the following shall be obtained by the local representative:

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Proof of registration with the City of Green Bay Treasurer regarding Brown County Room Tax requirements.

Proof of registration with the Brown County Health Department.

A lease agreement example provided that indicates language regarding compliance with parking, noise and other applicable City of Green Bay ordinances being met during occupancy of the structure.

City of Green Bay Short-term Rental Permit (STRP)

(2) A submittal for Short-term Rentals (STRs) shall include the following:

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4. Necessary permits and proof of registration as required in 13-1602(j)(1), Green Bay Municipal Code.

b. Renewal of a STRP

1. A STRP is valid for one year and shall expire on June 1 of the calendar year. A STRP may be renewed on an annual basis and shall meet the following standards:

a) Proof of insurance.

b) Necessary permits and proof of registration as required in 13-1602(j)(1), Green Bay Municipal Code.

c) Renewal Fee: \$100.00

(3) The number of occupants in STRs shall not exceed the limits set forth in the State of Wisconsin Uniform Dwelling Code and other applicable County and City of Green Bay housing regulations for residential structures based on the number of bedrooms within the unit.

(4) STRs are issued to a specific owner of a Short-term rental. STRs shall be terminated when the permit holder sells or transfers the real property which was rented, except for a change in ownership where the title is held in survivorship or transfers on the owner's death.

(5) Availability of STRs to the public shall not be advertised on site.

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(7) STRs shall not violate any applicable conditions, covenants, or other restrictions on real property.

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(10) No Recreational Vehicle (RV), camper, tent or any other temporary lodging arrangement shall be permitted on site for the means of providing accommodations for occupants and/or guests of a Short-term rental.

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(12) Violations: Failure to comply with the requirements above shall constitute a violation of the provisions

of this section. Disturbances or nuisances caused by the tenants of an approved STR which violate the City Municipal Code, including but, not limited to, outdoor events and existing noise ordinances or State law, shall also constitute a violation. Penalties for each violation shall be imposed in an amount not to exceed \$500, including court costs, and may result in permit suspension or revocation.

It was determined by the staff, having receiving substantiated complaints by the Police Department that the complaints should be presented to the Plan Commission and eventually the Common Council for their information and possible consideration under provision (9) above. It appears that complaints have been resolved and continue to be monitored by the Police Department.

Staff believes because these complaints were dealt with in a timely manner from their occurrence and that there are no pending complaints. Staff believes that some latitude be given to the property owner to continue to rent the subject property with the limitation that any future substantiated claims of violations, within the next 6 months, be brought back before the Plan Commission for further consideration and potential action. Ald. Wery and adjacent property owners have been notified of the request. As of the drafting of this report, staff has two inquires to the request.

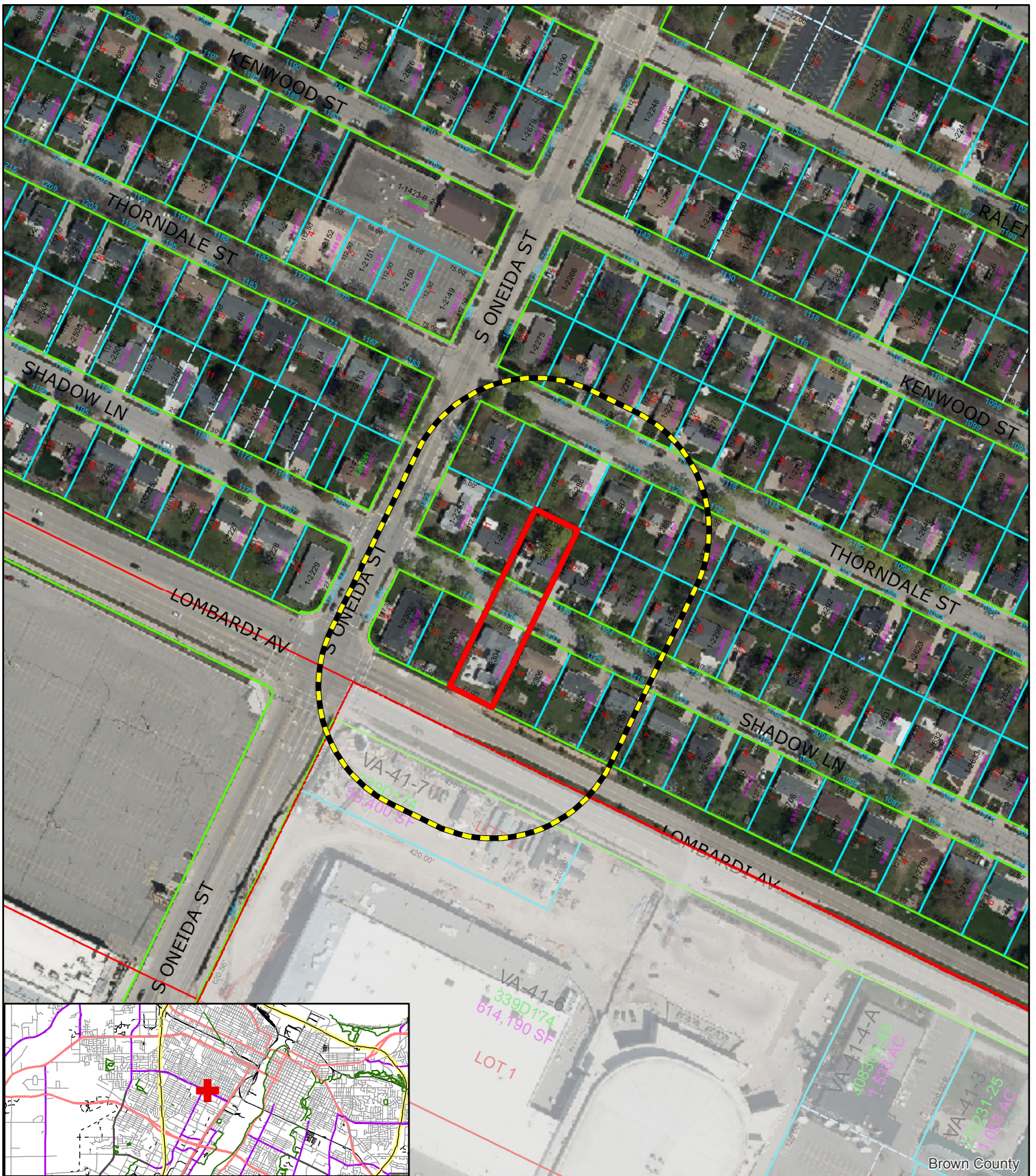
RECOMMENDATION

The property owner may be allowed to continue to rent the subject property under the conditions of the Short Term Rental Permit (STRP). If further substantiated claims of violation are reported within the next 6 months, those violations shall be brought back before the Plan Commission for further consideration and potential action.

FISCAL IMPACT

ATTACHMENTS

1. ZP 20-33_34 letter
2. Ald Wery Comments for Short Term Rentals
3. Break down of calls for 1136 Shadow Lane-Redacted



**Zoning Petition (ZP 20-33) 1135 Shadow Lane and Zoning Petition (ZP 20-34) 1136 Shadow Lane
Review of Short Term Rental Permits**

- Subject Area
- 200' Property Owner Notice

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Map prepared by PN

From: [Chris Wery](#)
To: [Paul Neumeyer](#)
Cc: [Stacy J. Mosher](#); [Debbie Mosher](#); [Debbie Jacques](#); [Jennifer Fischer](#); [Teri and Jim Sot](#); [Jim McGrath](#)
Subject: Comments for Short Term Rentals
Date: Monday, November 23, 2020 4:19:01 PM

Hi Paul,

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Please read this:

Plan Commission, thanks for hearing about the issues at these addresses. It is important to remember that applicants for any short term rental agree to certain provisions in order to rent out a home.

Here is one of those stipulations:

- Agree to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties.

Please review the police complaints for loud parties and also recognize there are DPW complaints for garbage storage, bin storage and lawn parking.

Many short term rentals quietly rent to out of town families and are generally great neighbors. Some keep pushing the envelope and make it seem like they are a bar located in a residential area. Obtaining a license for a short term rental is a privilege not a right. I would not be opposed to any corrective measures seemed necessary by the Plan Commission in order to send a strong, clear message about what we expect from these types of licensed properties.

**I will also be addressing this at city council next week and invite any interested parties to join me.

Alderman Chris Wery
920-490-9282
chriswery@att.net

Facebook: [Alderman Chris Wery, District 8 City of Green Bay](#)

Break down of calls for 1136 Shadow Lane

Noise Complaint on 6/21/2019 @ 10:17 pm (19-035299) – Comp [REDACTED] reported a loud party playing bag toss w/ 10-15 people present and lights in the backyard. Renter [REDACTED] was cooperative and agreed to shut the garage doors to limit the noise. Officer documented that they were watching sports and that they were warned they could be cited if calls continued that night. **No Enforcement Action Taken/No further calls that night**

Disturbance on 7/20/2019 @10:39 pm (19-042645) – Comp [REDACTED] reported a M/F verbal disturbance in front of this address. The parties went to 1136 Shadow and asked to use the bathroom then stood in the street and argued with each other. Officers spoke with a male [REDACTED] at 1136 Shadow and he advised the M/F were not with the group here and they left after asking to use the bathroom. **No Enforcement Action Taken/Parties unrelated to call address**

Noise Complaint on 8/9/2019 @ 11:07 pm (19-047631) – Officer Initiated Call, could hear yelling from inside the garage. Officers spoke with the persons and it was a party at the residence. They were warned about the noise. No calls from neighbors and no further calls on this group. **No Enforcement Action Taken**

Noise Complaint 8/15/2020 @ 12:09 am (20-046806) - [REDACTED] caller reporting possible underage drinkers at a party. The comp reported [REDACTED] asked them to “keep it down”. Officers spoke with [REDACTED], who had rented the house for a Bachelorette party. Officers observed they were playing games in the garage and were cooperative when asked to keep the noise down. **No Enforcement Action Taken**

Noise Complaint 8/15/2020 @ 10:49 pm (20-047006) – [REDACTED] caller reporting 15-20 females being loud in the garage. When officers arrived on scene they found the noise to be reasonable and could only hear talking. They did not make contact as the noise was not an issue. [REDACTED] caller made a second call at 11:31 pm stating they could still hear them being loud and playing music. Same officer had responded to all three calls made on 8/15/2020 and advised dispatch to have the caller leave their info for a call back. No further calls received that night. **No Enforcement Action Taken**

Disturbance on 8/28/2020 @ 9:08 pm (20-050001) – Comp [REDACTED] reported a possible verbal disturbance in the garage. Officers spoke with the residents inside who explained they had rented the house for a bachelorette party and there was no disturbance. They agreed to shut the garage door and were asked to keep it down. No further calls that night. **No Enforcement Action Taken**

In reviewing the calls for service there were five calls linked to the address, two in 2019 and three in 2020. None of them rose to the level that officers on scene felt the need to issue citations or written warnings (which would be needed for a chronic nuisance). Only one of two the noise complaints in 2019 was called in [REDACTED]. The two noise complaints and one disturbance for 2020 all happened between 8/15 and 8/28. Both noise complaints were called in by an [REDACTED] caller on 8/15 and both were related to persons playing games in the garage. The disturbance call on 8/28 was also related to parties playing games in the garage and this was a noise complaint more than a disturbance. This does not rise to the level of a Public Nuisance or a Chronic Nuisance. I have put in a call to [REDACTED] to spoken with him about these calls. We have been successful in working with the property managers on a similar rental on Liberty Street and curbing these types on calls. I am confident I will be able to work with [REDACTED] and limit further calls. He has agreed to sign up for our ALERT program and to also add the 10PM noise ordinance to his rental agreement/advertisement.



Report to the Green Bay Plan Commission

MEETING DATE

January 19, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # Q.4

To table the request, on behalf of the applicant, to rezone parcels in the 1320-1330 Block of Perrot Street (Tax Parcels: 21-1466, 21-1467, 21-1468, 21-1469) from Varied Density Residential (R3) to General Commercial (C1), until the next available scheduled meeting. (Public hearing held 01/11/21)

BACKGROUND

Primary Address: 1320 & 1330 Blocks of Perrot Street

Reason for Request: To permit the redevelopment of the site for future commercial uses.

Aldersperson/District: Ald. Kathy Lefebvre / District 6

Surrounding Zoning and Land Uses:

SUBJECT: Varied Density Residential (R3) - A commercial building is located at 1320 Perrot Street, the other three parcels are vacant with exception of 1330 Perrot Street that contains a nonconforming detached garage.

NORTH: General Commercial (C1)/General Industrial (GI) - Commercial/light industrial uses

SOUTH: Varied Density Residential (R3) - Low density residential uses

EAST: Varied Density Residential (R3) - Commercial

WEST: General Commercial (C1) - Low density residential uses

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as Commercial/Low Density Residential.

Report: There are four parcels being considered as part of this request, 1320 Perrot Street, which contains a commercial building; 1330 Perrot Street contains a nonconforming detached garage; and the remaining three lots are vacant. The current building at 1320 Perrot Street is zoned R3 and a rezoning to General Commercial (C1) would make the structure a permitted use. The three westerly parcels are owned by the applicant. The fourth, Tax Parcel 21-1469, 1340 Perrot Street, is owned by another property owner, however, the applicant has an offer to purchase on the lot. All four parcels are approximately 39,380 sq. ft. or 0.90 acres.

Approval of the request will allow for the redevelopment of an infill area that is currently underutilized for its current zoning. The comprehensive plan recommends commercial land uses almost to the eastern property line of Tax Parcel 21-1467; 1326 Perrot Street, the remaining two parcels are recommended for low density residential development. The Comprehensive Plan limits of future land uses do not necessarily follow lot lines and instead, provide an approximate limit for a particular land use.

The adjoining properties to the south and east of the subject site contain mainly single-family homes; there are two, two-family dwellings directly south of the subject area on Doblon Street. The residential homes are sandwiched by industrial land uses on the east and north and commercial uses along North Irwin Street. The current zoning would suggest a higher density use such as a multi-family development, however, the existing

uses remain low density residential, nonconforming to the existing zoning.

The comprehensive plan does not necessarily accurately address the existing mix of land uses and existing zoning. Ultimately, low density residential land uses as proposed in the comprehensive plan and the existing Varied Density residential zoning do not represent the highest and best use for the block between North Irwin Avenue to North Baird Street, between Perrot Street and Doblou Street.

This area should be considered for further review and part of the new comprehensive plan that may allow for additional commercial development that is in keeping with adjacent and light industrial uses to the north and east. If this rezoning is successful, the commercial properties when constructed upon will be required to provide transitional yards to buffer the commercial uses from the adjoining residential uses to mitigate any adverse impacts.

Ald. Lefebvre and adjacent property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff has received no inquiries regarding the request.

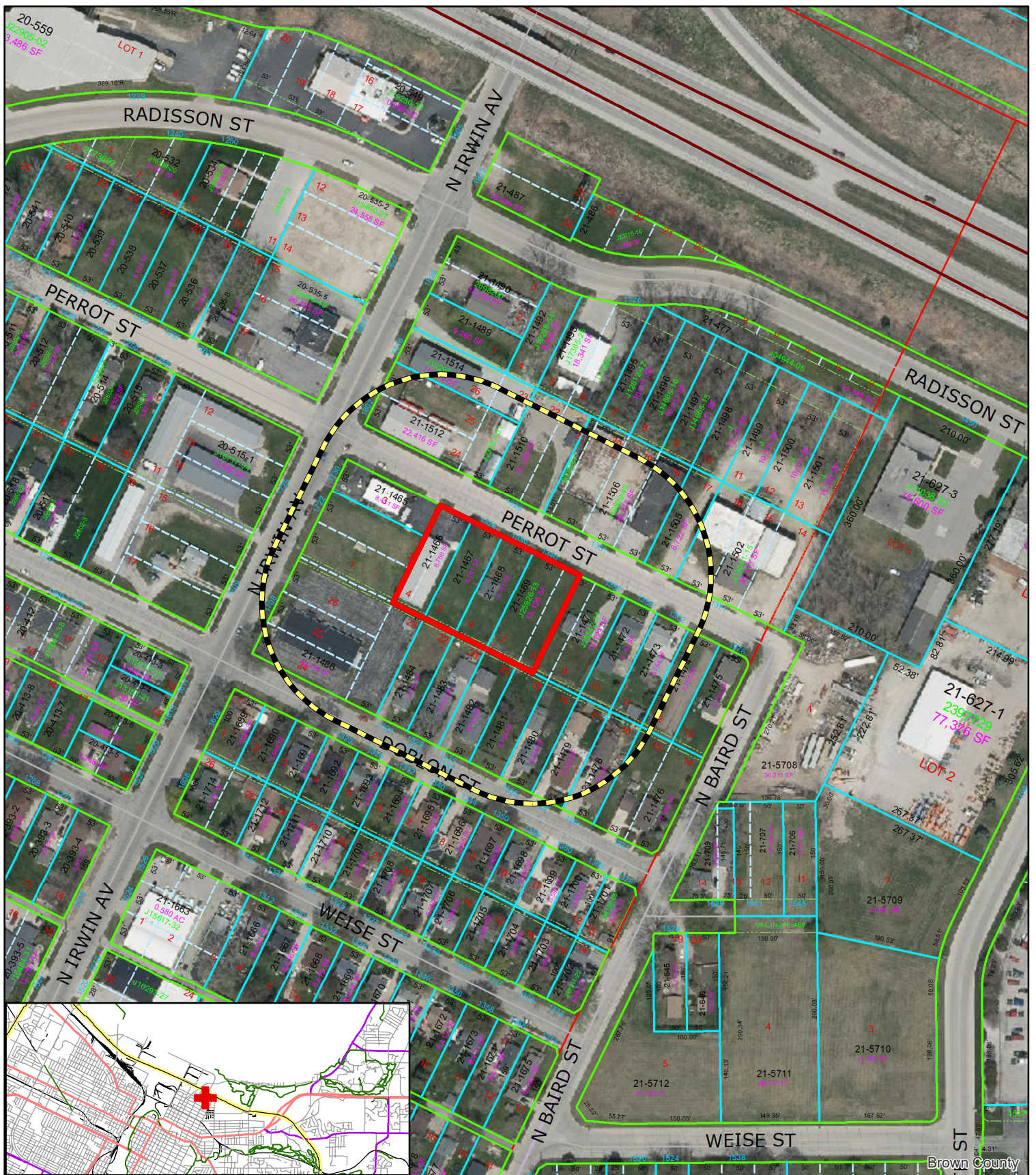
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. ZP 20-36 letter



Zoning Petition (ZP 20-36) **Proposed Rezoning** **1320-1330 Block Perrot Street**

- Subject Area
- 200' Property Owner Notice

0 5,000 10,000
Feet



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



Report to the Green Bay Plan Commission

MEETING DATE

January 19, 2021

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.5

To amend Zoning Ordinance 38-79 (East Town Mall) to allow Limited Production & Processing uses within the Planned Unit Development (PUD) at 2350 East Mason Street, subject to the draft Planned Unit Development (PUD). (Public hearing held 01/11/21)

BACKGROUND

Primary Address: 2350 East Mason Street

Reason for Request: To allow a wider range of users within the Planned Unit Development (PUD), more specifically limited production and processing uses on the subject property.

Aldersperson/District: Ald. Lynn Gerlach / District 3

Surrounding Zoning and Land Uses:

SUBJECT: Planned Unit Development (PUD) - Retail shopping center (East Town Mall)

NORTH: Planned Unit Development (PUD) - Auto related restaurant and service (outlots)

SOUTH: C2 Highway Commercial - Automobile sales, display & storage (Gandrud)

EAST: Planned Unit Development (PUD) - Big-box retail (Hobby Lobby/Petco)

WEST: Planned Unit Development (PUD) - Big-box retail (Kohl's)

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for commercial uses. The proposed amendment is not inconsistent with the City's Comprehensive Plan as all of the City's commercial districts currently allow limited production and processing via conditional use. In this case, the request for the use is facilitated through the PUD amendment.

Report: The subject area is made up of a single 14.8 acre parcel of land located at the center of what is commonly known as Green Bay's East Town Mall at 2350 East Mason Street. It is improved with an approximately 160,000 sq. ft. multiple tenant retail facility, approximately 135,000 sq. ft. of surface parking lot, and rear service drive and delivery area.

Zoning Ordinance 38-79, the original Planned Unit Development (PUD) for East Town Mall, was approved in 1979 establishing the mall boundaries and allowing development of three department stores and other leasable space, parking, regulated buffering, and right-of-way/traffic improvements. Between 1981 and 2017 there were eleven (11) amendments related to boundaries and signage. East Town Mall has been in existence for the past four (4) decades with the primary "anchors" including Cub Foods Grocery Store (now Ross, Marshall's, Pet Smart and Glamour Nails), Kohl's Department Store and Shopko Department Store. Smaller freestanding businesses such as Office Max, Hobby Lobby, Petco and Aldi Grocery were added and the interior mall included a variety of retail and service businesses as well as a theater. Nine (9) outlots are developed along East Mason Street and East Main Street as primarily automobile oriented restaurants and financial institutions.

Over the years the mall has experienced a decline of tenants and is currently mostly vacant with only a few

occupied spaces. The anchor store formerly known as Shopko is vacant as well. The total area of the mall is approximately 56 acres and is comprised of 18 different property owners who generally share access, signage and parking.

The retail environment of the shopping mall that took dominance beginning in the 1950's focused heavily on automobile oriented retail campuses containing vast parking lots and large "big-box" store anchors. These large retail centers are generally connected by extensive areas of internal retail and service business space. The commercial model of the mall has been heavily hit by the change of consumer preference that arguably began around the turn of the century and has rapidly accelerated with the unprecedented growth of online shopping. More and more malls like East Town have or are on the verge of shuttering their doors leaving vacant buildings and vast unused "seas of asphalt". One approach shown to be effective in the evolution of malls has been to remove much of the interior shopping space and recreate smaller storefronts with direct access from the exterior in combination with changing uses. Some mall owners and investors are attempting to alter the malls appeal by using entertainment venues and what are known as "experience destinations" to pull in new consumers. Others have seen success in reducing retail area and adding higher density housing that creates a customer base in immediate proximity. These options tend to be very dependent on location in relation to market conditions and are often very costly. Another approach that has been very popular has been the repurposing of a portion of "big-box" retail and mall space to low impact warehousing and industrial uses while recreating storefront facades. This alternative is often preferred as the construction type of mall buildings tend to include high ceilings, existing loading bays, and lack of internal loadbearing walls affording an easier and less costly transition. The last option is being proposed with this petition.

GB Real Estate Investments, LLC is requesting an amendment to the East Town Mall PUD to allow limited production and processing uses to occupy approximately two-thirds of the central mall building. To accomplish this, they are proposing to relocate the existing service businesses and retailers to the northern section of the building with individual storefronts and entrances directly from the parking area. A concept plan is attached to this staff report. Limited production and processing is currently a conditional use within all of the city's commercial districts and is defined in the Zoning Ordinance as:

"Small-scale activities that are compatible with retail sales and services. These uses produce minimal off-site impacts due to their limited nature and scale. Limited production and processing includes, but is not limited to, apparel and other finished products made from fabrics; boat building and repair; computers and accessories, including circuit boards and software; electronic components and accessories; film, video, and audio production; food and beverage products, not including live slaughter, grain milling, cereal, vegetable oil, or vinegar production; precision medical and optical goods; signs, including electric and neon signs; watches and clocks; wood crafting and carving; wood furniture and upholstery."

Staff supports the PUD amendment request and believes the relocation of existing retail/service businesses to the northern façade with direct access to the parking lot and allowing limited production and processing uses to utilize a predominately nonvisible portion of the mall structure will halt the continuation of vacancy in the center and help facilitate further redevelopment of the greater mall area. To alleviate potential issues between the existing retail and proposed limited production and processing uses, the draft PUD limits the area allowed for said uses as well as prohibits any and all outdoor display and storage on the property as well as prohibiting any truck traffic, delivery staging, loading/unloading or associated industrial related accessory uses to the north of the malls façade.

Later this winter/early spring, City staff intends to contact the multiple property owners of the greater mall property and begin a conversation related to the City's and the owners collective vision for the future of the property, which will likely evolve to the development of a new Planned Development that is more holistic in nature. It is anticipated that a new PUD will supersede and replace the existing twelve (12) PUDs associated with East Town.

Ald. Gerlach, the Wilder Park Neighborhood Association, and surrounding property owners within 400 ft.

have been notified of the request. As of the drafting of this report, staff has received several inquiries about the request without objections. We also received a letter of support from the ownership of the former Cub Foods property located on the western end of the PUD area.

RECOMMENDATION

Approval of the request, subject to the draft Planned Unit Development (PUD).

FISCAL IMPACT

ATTACHMENTS

1. ZP 30-38 App
2. Rezoning Request - 12.21.20
3. ZP 20-38 Location Map_color
4. Area Permitting Limited Production Uses
5. Draft ZO XX-21 - Amend PUD at 2350 East Mason (East Town Mall)
6. Support Letter from D Israel 1.6.21



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Petitioner(s): Garritt Bader, Principal, GB Real Estate Inv., LLC Date: Dec. 21, 2020

Email: gb@gb-re.com Phone Number: (813) 500-0296

Address: 300 N, Van Buren Street City: Green Bay State: WI Zip Code: 54301

Property Owner: GBES Owner I, LLC Phone Number: _____

Parcel Numbers (required): 21-126-7

Location of Property: 2350 E. Mason Street, Green Bay, WI 54302

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

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

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

Attach Zoning Petition Form with first three items.

- ☐ Rezone Property (\$300.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$300.00 Review Fee)
- ☒ PUD and PUD Amendments (\$350.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 plus \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$150.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$100.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Grant a Postponement of Development Fees (\$100.00 Review Fee) [Review by I&S and/or Park Committees]
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map 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 accompanying letter and Power Point presentation.

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

GB Real Estate Investments, LLC
Licensed Wisconsin Brokerage
Garritt R. Bader
300 N. Van Buren Street, Green Bay, WI 54301
Phone: (813) 500-0296 • E-Mail: gb@gb-re.com
www.gb-re.com

December 21, 2020

City of Green Bay
Department of Community & Economic Development
Ms. Cheryl Renier-Wigg & Mr. David Buck
100 N. Jefferson Street
Green Bay, WI 54301

**Re: Rezoning Request
Parcel 21-126-7**

Ms. Renier-Wigg and Mr. Buck:

Pursuant to our previous discussions, please allow this letter to serve as my formal request of the city to modify the current zoning on Parcel 21-126-7, 2350 E. Mason Street, the “East Town Mall Property.”

My specific request is that the city allow a wider range of users on this property—specifically light manufacturing, office and residential—in addition to the commercial users already allowable.

Staff has informed me that multiple PUDs exist in this area—some dating back to the original mall development in the early 1980s—that restrict the aforementioned users. Your approval today would allow a new PUD to supersede the older ones and spark a long-needed renovation to the mall.

This renovation will reimagine the mall as a mixed-use facility, bringing life back to the 180,000-square foot property. Outward-facing retail between Kohl’s and Hobby Lobby will provide much needed “energy” to and for all retail users. The unusable rear part of the mall will allow a local manufacturer to expand, tripling its current space amidst unprecedented growth. The large parking lot could be partially redeveloped with new retail and restaurant buildings that would visually, operationally and financially improve the property. Residential development could also be included in the future.

Future “cleaning up” of the older PUDs and the underlying zoning may be desired. I’ve already informed staff that I’m willing and happy to assist in this pursuit.

Thank you! Please refer to the accompanying exhibits that are presented with this request.

Sincerely,



Garritt R. Bader
Principal, GB Real Estate Investments, LLC

GB Real Estate Investments, LLC
Licensed Wisconsin Brokerage
Garritt R. Bader
300 N. Van Buren Street, Green Bay, WI 54301
Phone: (813) 500-0296 • E-Mail: gb@gb-re.com
www.gb-re.com

December 21, 2020

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Department of Community & Economic Development
Ms. Cheryl Renier-Wigg & Mr. David Buck
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Principal, GB Real Estate Investments, LLC

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December 21, 2020

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Department of Community & Economic Development
Ms. Cheryl Renier-Wigg & Mr. David Buck
100 N. Jefferson Street
Green Bay, WI 54301

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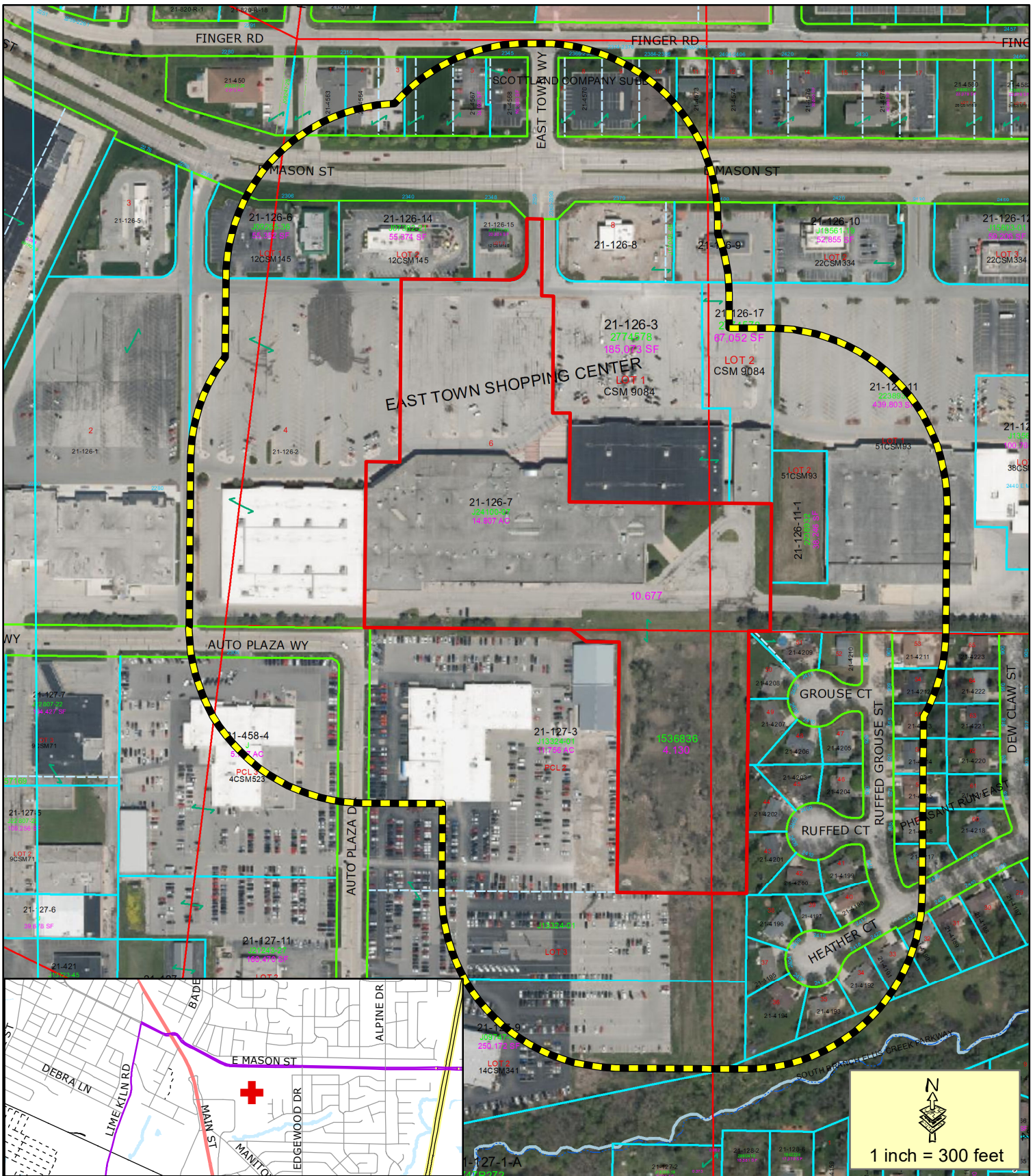
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Thank you! Please refer to the accompanying exhibits that are presented with this request.

Sincerely,



Garritt R. Bader
Principal, GB Real Estate Investments, LLC



Zoning Petition (ZP 19-38)

Proposed Amendment to Planned Unit Development (PUD) at 2350 East Mason Street

- Subject Property
- 400' + Notice Area



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Area Permitting Limited Production and Processing Uses



ZONING ORDINANCE NO. XX-21

AN ORDINANCE AMENDING
ZONING ORDINANCE NO. 38-79 FOR THE
PLANNED UNIT COMMERCIAL DEVELOPMENT
AT 2350 EAST MASON STREET (EAST TOWN MALL)
(ZP 20-38)

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

SECTION 1. Pursuant to Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Commercial Development District for the 2350 East Mason Street is hereby amended by adding the following language:

SECTION 3.h. Limited production and processing uses, as defined in Section 13.303 of the Green Bay Zoning Ordinance, shall be permitted to be established and occupy the rear portion of the multiple tenant shopping mall building as depicted on Exhibit A.

SECTION 3.h.1. Retail and/or service businesses shall occupy the northern section of the building with individual storefronts and entrances directly from the parking area.

SECTION 3.h.2. Any and all outdoor display and storage associated with the limited production and processing use(s) on the property is prohibited.

SECTION 3.h.3. Commercial truck traffic, delivery staging, loading/unloading or other accessory uses associated with the limited production and processing use(s) on the property is prohibited to the north of the malls façade.

SECTION 2. 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 3. 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 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. 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 6. 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 7. 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 _____, 2021.

APPROVED:

Mayor

ATTEST:

Clerk

db

Attachment: Exhibit A – Area Permitting Limited Production and Processing Uses

Exhibit A – Area Permitting Limited Production and Processing Uses





3100 DUNDEE ROAD, SUITE 308
NORTHBROOK, ILLINOIS 60062 PHONE
847.714.0002

January 6, 2021

City of Green Bay
Department of Community & Economic Development
Ms. Cheryl Renier-Wigg
Mr. David Buck
100 N. Jefferson Street
Green Bay, WI 54301

Re: East Town Mall Rezoning Request

Ms. Renier-Wigg and Mr. Buck:

I am writing this letter to voice my support to the request being made by Garritt Bader of GB Real Estate Investments, LLC, to rezone the East Town Mall property and allow its redevelopment into a mixed-use retail, office and light manufacturing facility.

I had the opportunity to speak with Mr. Bader recently, and his proposal to renovate the mall is a great use for the building. Three years ago I purchased the former Cub Foods property to the west of the mall and redeveloped it. As such, I directly appreciate how this redevelopment will improve the commercial and retail atmosphere for all nearby users.

Today's retail environment is undergoing rapid change due to online shopping and its acceleration amidst the pandemic. We need to be cognizant of how this mall property is obsolete in this era, and how Mr. Bader's proposal adequately responds to that by backfilling the rear "dead" space with a local manufacturer while ensuring the commercial vibrancy of the East Town area will be maintained through an active front of outward-facing retailers.

Please support this proposal so that a long-needed renovation can begin and the vibrancy of the area can be ensured for years to come!

Sincerely,

A handwritten signature in black ink, appearing to read "David Israel", with a stylized flourish at the end.

David Israel
Green Bay, LLC
Managing Partner



Report to the Green Bay Plan Commission

MEETING DATE

January 19, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # Q.6

To direct staff to draft an amended ordinance to improve the functionality of drive throughs and include suggestions made by the Plan Commission.

BACKGROUND

Reason for Request: To review current drive-through requirements.

Aldersperson/District: All

Report: Staff is providing the following information regarding the use of drive-throughs and pickup lanes in general concepts with the idea of looking for guidance from the Plan Commission regarding the need to amend the ordinance.

History

The original Highway Business District (B2), now the Highway Commercial (C2) district was developed in the mid-1960s to address the generational move towards auto oriented land uses. Development standards such as queuing do not appear in the Code until the 1980s and with the update of the Zoning Code in 2006, the current standards for drive-throughs.

Definition

The Zoning Code defines a drive-through as:

A facility consisting of a driveway and window, opening, canopy, or other facilities used for serving patrons seated in an automobile. Drive-through facilities may be associated with principal uses, such as restaurants, banks, or drugstores, or may be free-standing, such as coffee kiosks, ATMs, etc.

There has been interpretation by staff between a drive-through facility and a pick-up window that they were distinctly different uses, menu boards tended to indicate to staff that the lane was intended for a full-service drive-through. Pick up windows have been permitted for non-restaurant uses such as banks and pharmacies. Full service drive through facilities are primarily associated with restaurants.

Staff would propose some adjustment to the definition to clarify what a drive-through facility is and to consider folding the term “pickup window” into the definition for a drive through.

Where Drive Throughs Are Allowed?

Currently drive-through facilities are permitted in the commercial zoning districts and as a Conditional Use Permit (CUP) in the Neighborhood Commercial (NC) and Downtown (D) Districts; restaurant uses in the General Commercial (C1) and Business Park (BP) districts also require a CUP. Banks or financial institutions require a CUP for a drive-through in the mixed use districts.

Staff may suggest the elimination of drive-through facilities from the downtown district, which would be consistent with the Downtown Authenticity Plan as it promotes walkability and generally speaking, downtown areas are limited by land area and structures to allow for such a use.

Development Standards - Drive Throughs

The following are the current development standards for drive-through facilities, per Chapter 13-1606(I), Commercial Uses:

- (1) Drive-through elements shall not be located between the front façade of the principal building and the street.
- (2) Plans for onsite circulation and driveway locations shall be reviewed as part of the conditional use review process. Site design shall accommodate a logical and safe vehicle and pedestrian circulation pattern. Adequate queuing lane space shall be provided without interfering with onsite parking/circulation.
- (3) Alley access to drive-through lanes is prohibited on any block containing a residential or office-residence district, except for commercial deliveries when approved by the city engineer.
- (4) Drive-through canopies and other structures, where present, shall be constructed from the same materials as the primary building and with a similar level of architectural quality and detailing.
- (5) Sound from any speakers used on the premises shall not be audible at the boundary of any surrounding residential district or on any residential property.
- (6) An emergency exit lane shall be provided for users queuing through the drive-through lane(s) without interfering with onsite parking/circulation

Statewide/Local Communities Standards

Staff conducted a brief review and sampling of drive-through standards for varying community sizes in the State. Staff did not find any community that required a dedicated bypass lane. Instead, many communities had similar standards that addressed required screening from residential areas, queuing/stacking requirements and required pedestrian access. Some smaller communities did not have standards, others did not specify the detail of our current code. One community did limit the hours of the drive-through, a standard that Green Bay had prior to 2006.

Interdepartmental Input

Based on the recent correspondence from the Green Bay Metro Fire Department and the recent lack of need to respond to emergencies located within drive-throughs, the Fire Department has offered no specific recommendation and has chosen to remain neutral on any proposed changes to the ordinance. The City's Traffic Engineer has not offered an opinion as to circulation on private property unless it impacts the public right-of-way.

Other Potential Ordinance Modifications

Staff believes there could be some upgrades and modifications to the current language for drive-throughs. It may be possible to consider that both the drive-through lane and the emergency exit lane could be combined into one lane as this is consistent with other communities throughout the state, however, staff would improve specific development standards to accommodate a drive-through such as minimum drive widths to accommodate larger vehicles, door swings and additional room for emergency personnel on foot to gain access to a vehicle or passenger in distress. Menu boards would not be a deciding factor in defining a drive-through, instead any facility that would permit vehicles to drive-through and pick up a product would be considered a drive-through facility. Pavement markings and signage may be suggested to better delineate and identify drive-through areas for motorists and pedestrians.

Staff would seek input from the Plan Commission on what, if any, modification should be made to accommodate drive-through facilities. Staff believes there is an opportunity to improve requirements that would allow a more universal design with certain development standards.

RECOMMENDATION

Direct staff to draft an amended ordinance to improve the functionality of drive throughs and include suggestions made by the Plan Commission.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

AGENDA ITEM # R.2

To approve a review of the City of Green Bay's 10-33 program inventory.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Copy of 1033 Inventory

ITEM NAME	QTY	UNIT COST	TOTAL VALUE	SN	SHIP DATE
RIFLE,5.56 MILLIMETER	1	\$499.00	\$499.00	5438284	Apr 30, 1996
RIFLE,5.56 MILLIMETER	1	\$499.00	\$499.00	5439375	Apr 30, 1996
RIFLE,5.56 MILLIMETER	1	\$499.00	\$499.00	5440555	Apr 30, 1996
RIFLE,7.62 MILLIMETER	1	\$138.00	\$138.00	1038191	Nov 17, 2006
RIFLE,7.62 MILLIMETER	1	\$138.00	\$138.00	1243683	Nov 17, 2006
RIFLE,7.62 MILLIMETER	1	\$138.00	\$138.00	855711	Nov 17, 2006
RIFLE,7.62 MILLIMETER	1	\$138.00	\$138.00	857636	Nov 17, 2006
RIFLE,7.62 MILLIMETER	1	\$138.00	\$138.00	861413	Nov 17, 2006
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	025880	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	026893	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	051003	Aug 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	051293	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	056917	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	059120	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	068379	Aug 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	228560	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	229472	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	234274	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	265740	Aug 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	306382	Aug 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	316519	Aug 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4012646	Aug 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4023317	Aug 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4033138	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4038777	Aug 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4041942	Aug 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4042531	Aug 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4045751	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4047227	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4255452	Aug 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4278629	Aug 31, 2010
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	10581410	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	1901244	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	4416523	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6294883	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6313202	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6313852	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6375124	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6376982	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6380244	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6381249	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6382830	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6383992	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6384000	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6386100	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6390316	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6393805	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6393842	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6421645	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6424477	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6482747	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6531810	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6531813	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7031047	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7050587	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7229818	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7244659	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357394	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357395	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357397	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357398	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357401	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357457	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357468	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357560	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357594	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357629	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357633	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357652	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357681	Nov 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357697	Nov 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7375461	Nov 19, 2014

RIFLE, 5.56 MILLIMETER	1	\$749.00	\$749.00	7394271	Nov 19, 2014	
RIFLE, 5.56 MILLIMETER	1	\$749.00	\$749.00	7398126	Nov 18, 2014	
RIFLE, 5.56 MILLIMETER	1	\$749.00	\$749.00	7455839	Nov 18, 2014	
RIFLE, 5.56 MILLIMETER	1	\$749.00	\$749.00	7455859	Nov 19, 2014	
ADAPTER RAIL, WEAPON MOUNTED, M4	75	\$81.18	\$6,088.50	NULL	Jul 2, 2019	
SIGHT, REFLEX	6	\$321.00	\$1,926.00	1367655	Aug 20, 2019	
SIGHT, REFLEX	1	\$321.00	\$321.00	1368195	Oct 9, 2019	
SIGHT, REFLEX	1	\$321.00	\$321.00	1382236	Oct 9, 2019	
SIGHT, REFLEX	1	\$321.00	\$321.00	520856	Oct 9, 2019	
SIGHT, REFLEX	1	\$321.00	\$321.00	K2219985	Oct 9, 2019	
SIGHT, INFINITY	25	\$687.00	\$17,175.00	NULL	Jan 23, 2020	
RANGE FINDER-TARGET DESIGNATOR, LASER	2	\$73,929.00	\$147,858.00	120088120092	Jul 11, 2019	
SIGHT, REFLEX	3	\$446.00	\$1,338.00	K2760519	Aug 20, 2019	
SIGHT, REFLEX	10	\$446.00	\$4,460.00	SEECOMMENT	Aug 8, 2019	
TELESCOPE, ARTICULATED	30	\$1,657.00	\$49,710.00	SEECOMMENT	Oct 4, 2019	
UNMANNED VEHICLE, GROUND	1	\$10,000.00	\$10,000.00	1426	Jul 24, 2019	
PACKBOT 510 WITH FASTAC REMOTELY CONTROLLED VEHICLE	1	\$77,000.00	\$77,000.00	26022008A	Dec 12, 2019	
TRUCK, VAN	1	\$124,607.00	\$124,607.00	V-10059EDGG	Jan 30, 2020	
UNMANNED VEHICLE, GROUND	1	\$53,375.13	\$53,375.13	00294	Aug 27, 2020	
TRUCK, LIFT, FORK	1	\$16,500.00	\$16,500.00	A814V02878U	Sep 24, 2019	
DIVER'S SUIT	10	\$1,099.50	\$10,995.00	NULL	Jan 23, 2020	
SCOOTER, UNDERWATER, DIVERS	1	\$5,000.00	\$5,000.00	NA	Dec 25, 2010	
SCOOTER, UNDERWATER, DIVERS	1	\$5,000.00	\$5,000.00	NA	Dec 25, 2010	
SCOOTER, UNDERWATER, DIVERS	1	\$5,000.00	\$5,000.00	NA	Dec 25, 2010	
SCOOTER, UNDERWATER, DIVERS	1	\$5,000.00	\$5,000.00	NA	Dec 25, 2010	
DIVER'S SUIT	10	\$1,122.75	\$11,227.50	NULL	Jan 23, 2020	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	11535	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	12961	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	13053	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	13055	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	13116	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	31719	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32543	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32749	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32794	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32819	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32934	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32939	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32962	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	33183	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	33476	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	33537	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	33587	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	36365B	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	36394B	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	36553B	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	36555B	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	77755	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	78112	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	7995	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	87588	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	88596	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	88746	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	90117	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	90129	Nov 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	90131	Nov 20, 2017	
TELESCOPE, NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34323	Jan 19, 2017	
TELESCOPE, NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34348	Jan 19, 2017	
TELESCOPE, NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34370	Jan 19, 2017	
TELESCOPE, NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34380	Jan 19, 2017	
TELESCOPE, NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34735	Jan 19, 2017	
TELESCOPE, NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34949	Jan 19, 2017	
ILLUMINATOR, INTEGRATED, SMALL ARMS	47	\$870.00	\$40,890.00	NULL	Nov 14, 2017	
VIEWER, NIGHT VISION	8	\$19,038.32	\$152,306.56	NULL	Mar 13, 2019	2 will be sent back
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	0173D	Jul 31, 2019	
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	20813	Jul 31, 2019	
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	20444	Jul 31, 2019	
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	20617	Jul 31, 2019	
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	20750	Jul 31, 2019	
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	20863	Jul 31, 2019	
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	21470	Jul 31, 2019	
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	21978	Jul 31, 2019	
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	23344	Jul 31, 2019	

SIGHT,NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	23640	Jul 31, 2019
HEADSET-MICROPHONE	30	\$2,875.00	\$86,250.00	NULL	Feb 24, 2020
HELMETLIGHTBK,SPEC	14	\$198.94	\$2,785.16		Sep 14, 2020
LIGHT,HEAD,UTILITY	31	\$100.99	\$3,130.69		Sep 14, 2020
CAMERA SYSTEM,DIGITAL	1	\$17,254.00	\$17,254.00	NULL	Jan 23, 2020
HYDRATION SYSTEM	21	\$72.09	\$1,513.89	NULL	Jan 22, 2020
VEST,REL,BA,XL,WDL	27	\$298.00	\$8,046.00	NULL	Jan 8, 2020
VAN	1	\$15,412.00	\$15,412.00		Dec 29, 2020
SIGHT, BORE, OPTICAL	4	\$865.00	\$3,460.00		Dec 21, 2020
EOD ROBOT	1	\$77,000.00	\$77,000.00		Dec 11, 2020



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

PREPARED BY

Calvin Winters

AGENDA ITEM # R.3

To approve the repair/replacement of Plymovent systems at Fire Stations for the sum of \$399,000. Sole Source and supporting documentation attached.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Green Bay Metro Fire Department - Plymovent Quotes All New - 11-11-2020
2. Green Bay Metro Fire Station #1 - Plymovent Quote All New - 11-25-2020
3. Green Bay Metro Fire Station #8 - Plymovent Quote All New - 11-25-2020
4. GBMFD Plymovents



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air energy control, inc.
creating a cleaner workplace

Prepared For: Green Bay Fire Dept. #2
Prepared by: Dean Havnen
Date: 11/9/2020

Proposal for Green Bay Metro Fire Department Fire Station #2 Plymovent Vehicle Exhaust Extraction System all New Complete

Hastings Core Focus:

Providing innovative solutions that create healthier lives for workers and energy savings for employers.



Engineered Solutions
Down & Backdraft Tables
Vehicle Exhaust Systems
Replacement Filters & Parts

Dust / Wet Collectors
Air Filtration Products
Ventilation Equipment
Industrial Vacuum Systems

Automation & Energy Controls
Remote Monitoring Access
Installation & Service
Industrial Flex Hose

Experience + Service = Results



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F: 800.260.9199 / 262.364.0550
www.hastingsair.com

Regionally Serving Illinois | Indiana | Iowa | Kentucky | Michigan | Minnesota | Missouri | North and South Dakota | Ohio | Wisconsin

Ship To:

Green Bay Fire Dept. #2
929 University Avenue

929 University Avenue

Green Bay, WI 54302

Green Bay, WI 54302

Date: 11/9/2020
Sales Person: Dean Havnen
Quote: QUO-17745-Y8S7D1
Expires: 3/31/2021

Quote Per Request

Quote for a new complete Plymovent vehicle exhaust extraction system for three (3) vehicle connections equipped with the magnetic nozzle connection

Scope

System includes:

- (3) 55ft Rail Based Systems complete for door-to-door coverage with one vehicle connection per rail
- (1) 5hp exhaust fan complete with silencer & back-draft damper.
- (1) Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included

System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions.

Part #	Description	Qty
VE-MRP-55	"Mini Rail System 55 Includes: 52.75' Of Extruded Aluminum Profile 1- Mrp Rail Connection End 125Mm/5"" Dia Connection (Rear) 110' Feet Of Mrp Rubber Lip 5-Top Suspension Mount Kits * Note: Must Order Front End Cap Of Choice, Rubber Bumper Or Hydraulic Shock Separately"	3.0
VE-STRA-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, MJETAL SADDLE & BALANCER	3.0


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VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	3.0
VE-STR-MG-LH54HTBA	STR LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5", HIGH TEMP (HT) HOSE 4", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STR/VSRX	3.0
FAN-087N	TEV Fan, 5 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor.	1.0
ADAP-036	Rectangular To Round (12" Dia Male Fitting) Transition For Tev 5 Series Fans	1.0
DAMP-029A	Damper - Backdraft Raincap - 8"	1.0
SIL-4DA	Silencer, FSBT-4D 8x12x30	1.0
VE-CP-035	Control operation system for 5HP-208V-240V 3PH 14 AMP	1.0
ADAP-110TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 5", FOR MAGNETIC GRABBER (MG) 5"	3.0
VE-LEG-LP1	Sq Alumn Leg Tube, 1.2" Sq. X 16' Long, Extruded Alumn, Field Cut To Req'D Length	8.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired.	3.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 5hp exhaust fan & (1) control panel.	1.0
PD	Per Diem	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0

\$47,200.00



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Ship To:

Green Bay Fire Dept. #2

929 University Avenue

929 University Avenue

Green Bay, WI 54302

Green Bay, WI 54302

Date: 11/9/2020

Sales Person: Dean Havnen

Quote: QUO-17745-Y8S7D1

Expires: 3/31/2021

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing, and I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Terms:

_____ Prepay - 3% Discount:

_____ Net 30 Days from Shipment

_____ Visa/Mastercard/Discover

Purchase Order # _____

Thank you for considering Hastings.

Please remit to:

Hastings Air-Energy Control, Inc.

5555 S. Westridge Drive

New Berlin, WI 53151-7900

TERMS:

Freight for equipment is FOB destination. Hastings will deliver with our truck. Future parts or filter orders will ship prepaid and add.

Normal delivery is 6 to 8 weeks after receipt of confirming purchase order or prepayment check.

Warranty is per manufacturer specifications. Contact representative for more details.

Payment terms are 3% discount for prepayment with order, or net 30 from date of start up. Payment terms discount (3%) does not apply if the payment is made with a credit card. A 1½% per month finance charge will be assessed on all invoice balances outstanding past 30 days.

For credit card payments over 5,000.00 dollars, a 3% service charge will be added. If multiple payments are made to an order, the 3% service charge will not be avoided when the total credit card payments to the order exceed 5,000.00 dollars.

Price does not include sales tax. Please provide municipality's tax exemption certificate.

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creating a cleaner workplace

Prepared For: Green Bay Fire Dept. #3
Prepared by: Dean Havnen
Date: 11/9/2020

Proposal for Green Bay Fire Department Fire Station #3 Plymovent Vehicle Exhaust Extraction System all New Complete

Hastings Core Focus:

Providing innovative solutions that create healthier lives for workers and energy savings for employers.



Engineered Solutions
Down & Backdraft Tables
Vehicle Exhaust Systems
Replacement Filters & Parts

Dust / Wet Collectors
Air Filtration Products
Ventilation Equipment
Industrial Vacuum Systems

Automation & Energy Controls
Remote Monitoring Access
Installation & Service
Industrial Flex Hose

Experience + Service = Results



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www.hastingsair.com

Regionally Serving Illinois | Indiana | Iowa | Kentucky | Michigan | Minnesota | Missouri | North and South Dakota | Ohio | Wisconsin

Ship To:

Green Bay Fire Dept. #3
885 Shawano Avenue

885 Shawano Avenue

Green Bay, WI 54303

Green Bay, WI 54303

Date: 11/9/2020
Sales Person: Dean Havnen
Quote: QUO-17750-N9G2L8
Expires: 3/31/2021

Quote Per Request

Quote for a new complete Plymovent vehicle exhaust extraction system for three (3) vehicle connections equipped with the magnetic nozzle connection

Scope

System includes:

- (3) 25ft Rail Based systems complete with one vehicle connection per rail
 - (1) 3hp exhaust fan complete with silencer & back-draft damper.
 - (1) Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included.

System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions.

Part #	Description	Qty
VE-MRP-25	Mini Rail System 25 Includes: 23.25' Of Extruded Aluminum Profile, 1 Mrp Rail Connection End 125Mm/5"" Dia Connection (Rear) 50' Feet Of Mrp Rubber Lip Note: Must Order Front End Cap Of Choice, Rubber Bumper Or Hydraulic Shock Separately"	3.0
VE-STRA-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, MJETAL SADDLE & BALANCER	3.0
VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	3.0



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VE-STRA-MG-LH34HTBA	STR LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 3 ", HIGH TEMP (HT) HOSE 4 ", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STR/VSRX	1.0
VE-STRA-MG-LH54HTBA	STR LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5 ", HIGH TEMP (HT) HOSE 4 ", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STR/VSRX	2.0
FAN-094N	TEV Fan, 3 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor.	1.0
ADAP-035	Rectangular To Round (10" Dia Male Fitting) Transition For Tev 3 Series Fans	1.0
DAMP-029A	Damper - Backdraft Raincap - 8"	1.0
SIL-4DA	Silencer, FSBT-4D 8x12x30	1.0
VE-CP-032	Control operation system for 3HP-208V-240V 3PH 9 AMP	1.0
ADAP-134TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 3.5", FOR MAGNETIC GRABBER (MG) 3 IN	1.0
ADAP-110TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 5", FOR MAGNETIC GRABBER (MG) 5"	2.0
VE-LEG-LP1	Sq Alumn Leg Tube, 1.2" Sq. X 16' Long, Extruded Alumn, Field Cut To Req'D Length	3.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired.	3.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 3hp exhaust fan & (1) control panel.	1.0
PD	Per Diem	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0

\$37,425.00



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Ship To:

Green Bay Fire Dept. #3

885 Shawano Avenue

885 Shawano Avenue

Green Bay, WI 54303

Green Bay, WI 54303

Date: 11/9/2020

Sales Person: Dean Havnen

Quote: QUO-17750-N9G2L8

Expires: 3/31/2021

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing, and I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Terms:

_____ Prepay - 3% Discount:

_____ Net 30 Days from Shipment

_____ Visa/Mastercard/Discover

Purchase Order # _____

Thank you for considering Hastings.

Please remit to:

Hastings Air-Energy Control, Inc.

5555 S. Westridge Drive

New Berlin, WI 53151-7900

TERMS:

Freight for equipment is FOB destination. Hastings will deliver with our truck. Future parts or filter orders will ship prepaid and add.

Normal delivery is 6 to 8 weeks after receipt of confirming purchase order or prepayment check.

Warranty is per manufacturer specifications. Contact representative for more details.

Payment terms are 3% discount for prepayment with order, or net 30 from date of start up. Payment terms discount (3%) does not apply if the payment is made with a credit card. A 1½% per month finance charge will be assessed on all invoice balances outstanding past 30 days.

For credit card payments over 5,000.00 dollars, a 3% service charge will be added. If multiple payments are made to an order, the 3% service charge will not be avoided when the total credit card payments to the order exceed 5,000.00 dollars.

Price does not include sales tax. Please provide municipality's tax exemption certificate.

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Prepared For: Green Bay Fire Dept. #4
Prepared by: Dean Havnen
Date: 11/9/2020

Proposal for Green Bay Metro Fire Department Fire Station #4 Plymovent Vehicle Exhaust Extraction System all New Complete

Hastings Core Focus:

Providing innovative solutions that create healthier lives for workers and energy savings for employers.



Engineered Solutions
Down & Backdraft Tables
Vehicle Exhaust Systems
Replacement Filters & Parts

Dust / Wet Collectors
Air Filtration Products
Ventilation Equipment
Industrial Vacuum Systems

Automation & Energy Controls
Remote Monitoring Access
Installation & Service
Industrial Flex Hose

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262.364.0500



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Ship To:

Green Bay Fire Dept. #4
2650 West Point Road

2650 West Point Road

Green Bay, WI 54304

Green Bay, WI 54304

Date: 11/9/2020
Sales Person: Dean Havnen
Quote: QUO-17803-V0G8Y3
Expires: 3/31/2021

Quote Per Request

Quote for a new complete Plymovent vehicle exhaust extraction system for two (2) vehicle connections equipped with the magnetic nozzle connection

Scope

System includes:

- (2) 75ft Rail Based Systems complete for door-to-door coverage with one vehicle connection per rail
 - (1) 3hp exhaust fan complete with silencer & back-draft damper.
 - (1) Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included

System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions.

Part #	Description	Qty
VE-STRA-75	Straight Rail System 75 Includes: 3- 19' of Extruded Aluminum Profile 1- 14.25' of Extruded Aluminum Profile 1- End Socket w/ Sealing Lid and Rubber End stop (Rear) 150' Rubber Lip 7- Top Suspension Mounts 3- Rail Splicing Sleeve (Internal) Note: Must order end cap of choice, rubber bumper or hydraulic shock separately.	2.0



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VE-STRA-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, MJETAL SADDLE & BALANCER	2.0
VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	2.0
VE-STRA-MG-LH54HTBA	STR LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5 ", HIGH TEMP (HT) HOSE 4 ", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STR/VSRX	2.0
FAN-087N	TEV Fan, 5 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor.	1.0
ADAP-036	Rectangular To Round (12" Dia Male Fitting) Transition For Tev 5 Series Fans	1.0
DAMP-029A	Damper - Backdraft Raincap - 8"	1.0
SIL-4DA	Silencer, FSBT-4D 8x12x30	1.0
VE-CP-035	Control operation system for 5HP-208V-240V 3PH 14 AMP	1.0
ADAP-126TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 6", FOR MAGNETIC GRABBER (MG) 5"	2.0
SHK-010	Hydraulic Shock - NON OEM	2.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired.	2.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 3hp exhaust fan & (1) control panel.	1.0
PD	Per Diem	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0

\$46,300.00


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Ship To:

Green Bay Fire Dept. #4

2650 West Point Road

2650 West Point Road

Green Bay, WI 54304

Green Bay, WI 54304

Date: 11/9/2020

Sales Person: Dean Havnen

Quote: QUO-17803-V0G8Y3

Expires: 3/31/2021

NOTE: Shipping and Tax are NOT INCLUDED.

 I have read the terms page, a single, separate page from the pricing,
and I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Terms:

_____ Prepay - 3% Discount:

_____ Net 30 Days from Shipment

_____ Visa/Mastercard/Discover

Purchase Order # _____

Thank you for considering Hastings.
Please remit to:
Hastings Air-Energy Control, Inc.
5555 S. Westridge Drive
New Berlin, WI 53151-7900
TERMS:

Freight for equipment is FOB destination. Hastings will deliver with our truck. Future parts or filter orders will ship prepaid and add.

Normal delivery is 6 to 8 weeks after receipt of confirming purchase order or prepayment check.

Warranty is per manufacturer specifications. Contact representative for more details.

Payment terms are 3% discount for prepayment with order, or net 30 from date of start up. Payment terms discount (3%) does not apply if the payment is made with a credit card. A 1½% per month finance charge will be assessed on all invoice balances outstanding past 30 days.

For credit card payments over 5,000.00 dollars, a 3% service charge will be added. If multiple payments are made to an order, the 3% service charge will not be avoided when the total credit card payments to the order exceed 5,000.00 dollars.

Price does not include sales tax. Please provide municipality's tax exemption certificate.

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Prepared For: Green Bay Fire Dept. #5
Prepared by: Dean Havnen
Date: 11/9/2020

Proposal for Green Bay Metro Fire Department Fire Station #5 Plymovent Vehicle Exhaust Extraction System all New Complete

Hastings Core Focus:

Providing innovative solutions that create healthier lives for workers and energy savings for employers.



Engineered Solutions
Down & Backdraft Tables
Vehicle Exhaust Systems
Replacement Filters & Parts

Dust / Wet Collectors
Air Filtration Products
Ventilation Equipment
Industrial Vacuum Systems

Automation & Energy Controls
Remote Monitoring Access
Installation & Service
Industrial Flex Hose

Experience + Service = Results



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Ship To:

Green Bay Fire Dept. #5
2310 Finger Road

2310 Finger Road

Green Bay, WI 54302

Green Bay, WI 54302

Date:
Sales Person: Dean Havnen
Quote: QUO-17805-Q3H7R4
Expires: 3/31/2021

Quote Per Request

Quote for a new complete Plymovent vehicle exhaust extraction system for four (4) vehicle connections equipped with the magnetic nozzle connection

Scope

System includes:

- (4) 75ft Rail Based Systems complete for door-to-door coverage with one vehicle connection per rail
- (1) 5hp exhaust fan complete with silencer & back-draft damper.
- (1) Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included

System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions.

Part #	Description	Qty
VE-STRA-75	Straight Rail System 75 Includes: 3- 19' of Extruded Aluminum Profile 1- 14.25' of Extruded Aluminum Profile 1- End Socket w/ Sealing Lid and Rubber End stop (Rear) 150' Rubber Lip 7- Top Suspension Mounts 3- Rail Splicing Sleeve (Internal) Note: Must order end cap of choice, rubber bumper or hydraulic shock separately.	4.0



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VE-STR-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, MJETAL SADDLE & BALANCER	4.0
VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	4.0
VE-STR-MG-LH54HTBA	STR LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5 ", HIGH TEMP (HT) HOSE 4 ", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STR/VSRX	4.0
FAN-087N	TEV Fan, 5 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor.	1.0
ADAP-036	Rectangular To Round (12" Dia Male Fitting) Transition For Tev 5 Series Fans	1.0
DAMP-029A	Damper - Backdraft Raincap - 8"	1.0
SIL-4DA	Silencer, FSBT-4D 8x12x30	1.0
VE-CP-035	Control operation system for 5HP-208V-240V 3PH 14 AMP	1.0
ADAP-126TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 6", FOR MAGNETIC GRABBER (MG) 5"	4.0
SHK-010	Hydraulic Shock - NON OEM	4.0
VE-LEG-LP1	Sq Alumn Leg Tube, 1.2" Sq. X 16' Long, Extruded Alumn, Field Cut To Req'D Length	4.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired.	4.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 5hp exhaust fan & (1) control panel.	1.0
PD	Per Diem	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0

\$82,700.00



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Ship To:

Green Bay Fire Dept. #5
2310 Finger Road

2310 Finger Road

Green Bay, WI 54302

Green Bay, WI 54302

Date:
Sales Person: Dean Havnen
Quote: QUO-17805-Q3H7R4
Expires: 3/31/2021

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing,
and I accept the terms and conditions of this quotation.

Signed: _____
Name: _____ Title: _____

Terms:
_____ Prepay - 3% Discount:
_____ Net 30 Days from Shipment
_____ Visa/Mastercard/Discover

Purchase Order # _____

Thank you for considering Hastings.

Please remit to:
Hastings Air-Energy Control, Inc.
5555 S. Westridge Drive
New Berlin, WI 53151-7900

TERMS:

Freight for equipment is FOB destination. Hastings will deliver with our truck. Future parts or filter orders will ship prepaid and add.

Normal delivery is 6 to 8 weeks after receipt of confirming purchase order or prepayment check.

Warranty is per manufacturer specifications. Contact representative for more details.

Payment terms are 3% discount for prepayment with order, or net 30 from date of start up. Payment terms discount (3%) does not apply if the payment is made with a credit card. A 1½% per month finance charge will be assessed on all invoice balances outstanding past 30 days.

For credit card payments over 5,000.00 dollars, a 3% service charge will be added. If multiple payments are made to an order, the 3% service charge will not be avoided when the total credit card payments to the order exceed 5,000.00 dollars.

Price does not include sales tax. Please provide municipality's tax exemption certificate.

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Prepared For: Green Bay Fire Dept. #6
Prepared by: Dean Havnen
Date: 11/9/2020

Proposal for Green Bay Metro Fire Department Fire Station #6 Plymovent Vehicle Exhaust Extraction System all New Complete

Hastings Core Focus:

Providing innovative solutions that create healthier lives for workers and energy savings for employers.



Engineered Solutions
Down & Backdraft Tables
Vehicle Exhaust Systems
Replacement Filters & Parts

Dust / Wet Collectors
Air Filtration Products
Ventilation Equipment
Industrial Vacuum Systems

Automation & Energy Controls
Remote Monitoring Access
Installation & Service
Industrial Flex Hose

Experience + Service = Results



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Ship To:

Green Bay Fire Dept. #6
1701 West Mason Street

1701 West Mason Street

Green Bay, WI 54304

Green Bay, WI 54304

Date: 11/9/2020
Sales Person: Dean Havnen
Quote: QUO-17650-D2G3G6
Expires: 11/25/2020

Quote Per Request

Quote for a new complete Plymovent vehicle exhaust extraction system for three (3) vehicle connections equipped with the magnetic nozzle connection

Scope

System includes:

- (2) 70ft Rail Systems complete - One rail to have two vehicle connections and one rail to have one vehicle connection
 - (1) 3hp exhaust fan complete with silencer & back-draft damper.
 - (1) Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included.

System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions.

Part #	Description	Qty
VE-STRA-70	Straight Rail System 70 Includes: 3- 19' of Extruded Aluminum Profile 1- 9.5' of Extruded Aluminum Profile 1- End Socket w/ Sealing Lid and Rubber End stop (Rear) 140' Rubber Lip 6- Top Suspension Mounts 3- Rail Splicing Sleeve (Internal) Note: Must order end cap of choice, rubber bumper or hydraulic shock separately.	2.0



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VE-STRA-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, MJETAL SADDLE & BALANCER	3.0
VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	3.0
VE-STRA-MG-LH54HTBA	STR LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5 ", HIGH TEMP (HT) HOSE 4 ", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STR/VSRX	3.0
FAN-094N	TEV Fan, 3 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor.	1.0
ADAP-035	Rectangular To Round (10" Dia Male Fitting) Transition For Tev 3 Series Fans	1.0
DAMP-029A	Damper - Backdraft Raincap - 8"	1.0
SIL-4DA	Silencer, FSBT-4D 8x12x30	1.0
VE-CP-032	Control operation system for 3HP-208V-240V 3PH 9 AMP	1.0
ADAP-126TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 6", FOR MAGNETIC GRABBER (MG) 5"	1.0
ADAP-151TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 7", FOR MAGNETIC GRABBER (MG) 5"	1.0
ADAP-110TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 5", FOR MAGNETIC GRABBER (MG) 5"	1.0
SHK-010	Hydraulic Shock - NON OEM	2.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired.	3.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 3hp exhaust fan & (1) control panel.	1.0
PD	Per Diem	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0

\$49,200.00



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Ship To:

Green Bay Fire Dept. #6
1701 West Mason Street

1701 West Mason Street

Green Bay, WI 54304

Green Bay, WI 54304

Date: 11/9/2020

Sales Person: Dean Havnen

Quote: QUO-17650-D2G3G6

Expires: 11/25/2020

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing,
and I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Terms:

_____ Prepay - 3% Discount:
_____ Net 30 Days from Shipment
_____ Visa/Mastercard/Discover

Purchase Order # _____

Thank you for considering Hastings.

Please remit to:

**Hastings Air-Energy Control, Inc.
5555 S. Westridge Drive
New Berlin, WI 53151-7900**

TERMS:

Freight for equipment is FOB destination. Hastings will deliver with our truck. Future parts or filter orders will ship prepaid and add.

Normal delivery is 6 to 8 weeks after receipt of confirming purchase order or prepayment check.

Warranty is per manufacturer specifications. Contact representative for more details.

Payment terms are 3% discount for prepayment with order, or net 30 from date of start up. Payment terms discount (3%) does not apply if the payment is made with a credit card. A 1½% per month finance charge will be assessed on all invoice balances outstanding past 30 days.

For credit card payments over 5,000.00 dollars, a 3% service charge will be added. If multiple payments are made to an order, the 3% service charge will not be avoided when the total credit card payments to the order exceed 5,000.00 dollars.

Price does not include sales tax. Please provide municipality's tax exemption certificate.

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Prepared For: Green Bay Fire Dept. #7
Prepared by: Dean Havnen
Date: 11/9/2020

Proposal for Green Bay Metro Fire Department Fire Station #7 Plymovent Vehicle Exhaust Extraction System all New Complete

Hastings Core Focus:

Providing innovative solutions that create healthier lives for workers and energy savings for employers.



Engineered Solutions
Down & Backdraft Tables
Vehicle Exhaust Systems
Replacement Filters & Parts

Dust / Wet Collectors
Air Filtration Products
Ventilation Equipment
Industrial Vacuum Systems

Automation & Energy Controls
Remote Monitoring Access
Installation & Service
Industrial Flex Hose

Experience + Service = Results



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Ship To:

Green Bay Fire Dept. #7
3489 Humbolt Road

3489 Humbolt Road

Green Bay, WI 54311

Green Bay, WI 54311

Date: 11/9/2020
Sales Person: Dean Havnen
Quote: QUO-17804-Z2Q0V1
Expires: 3/31/2021

Quote Per Request

Quote for a new complete Plymovent vehicle exhaust extraction system for two (2) vehicle connections equipped with the magnetic nozzle connection

Scope

System includes:

- (2) 55ft Rail Systems complete with one vehicle connection per rail
 - (1) 3hp exhaust fan complete with silencer & back-draft damper.
 - (1) Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included.

System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions.

Part #	Description	Qty
VE-MRP-55	"Mini Rail System 55 Includes: 52.75' Of Extruded Aluminum Profile 1- Mrp Rail Connection End 125Mm/5"" Dia Connection (Rear) 110' Feet Of Mrp Rubber Lip 5-Top Suspension Mount Kits * Note: Must Order Front End Cap Of Choice, Rubber Bumper Or Hydraulic Shock Separately"	2.0
VE-STRA-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, MJETAL SADDLE & BALANCER	2.0



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VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	2.0
VE-STR-MG-LH54HTBA	STR LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5 ", HIGH TEMP (HT) HOSE 4 ", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STR/VSRX	2.0
FAN-090N	TEV Fan, 3 Hp, 3450 Rpm, 230/460V, 1Ph, 60Hz, Tefc Motor.	1.0
ADAP-035	Rectangular To Round (10" Dia Male Fitting) Transition For Tev 3 Series Fans	1.0
DAMP-029A	Damper - Backdraft Raincap - 8"	1.0
SIL-4DA	Silencer, FSBT-4D 8x12x30	1.0
VE-CP-031	Control operation system for 3HP-208V-240V 1PH 16 AMP	1.0
ADAP-110TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 5", FOR MAGNETIC GRABBER (MG) 5"	2.0
SHK-017	HYDRAULIC SHOCK ABSORBER	2.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired.	2.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 3hp exhaust fan & (1) control panel.	1.0
PD	Per Diem	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0

\$34,700.00



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F: 800.260.9199 / 262.364.0550
www.hastingsair.com

Regionally Serving Illinois | Indiana | Iowa | Kentucky | Michigan | Minnesota | Missouri | North and South Dakota | Ohio | Wisconsin

Ship To:

Green Bay Fire Dept. #7
3489 Humbolt Road

3489 Humbolt Road

Green Bay, WI 54311

Green Bay, WI 54311

Date: 11/9/2020

Sales Person: Dean Havnen

Quote: QUO-17804-Z2Q0V1

Expires: 3/31/2021

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing,
and I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Terms:

_____ Prepay - 3% Discount:
_____ Net 30 Days from Shipment
_____ Visa/Mastercard/Discover

Purchase Order # _____

Thank you for considering Hastings.

Please remit to:

**Hastings Air-Energy Control, Inc.
5555 S. Westridge Drive
New Berlin, WI 53151-7900**

TERMS:

Freight for equipment is FOB destination. Hastings will deliver with our truck. Future parts or filter orders will ship prepaid and add.

Normal delivery is 6 to 8 weeks after receipt of confirming purchase order or prepayment check.

Warranty is per manufacturer specifications. Contact representative for more details.

Payment terms are 3% discount for prepayment with order, or net 30 from date of start up. Payment terms discount (3%) does not apply if the payment is made with a credit card. A 1½% per month finance charge will be assessed on all invoice balances outstanding past 30 days.

For credit card payments over 5,000.00 dollars, a 3% service charge will be added. If multiple payments are made to an order, the 3% service charge will not be avoided when the total credit card payments to the order exceed 5,000.00 dollars.

Price does not include sales tax. Please provide municipality's tax exemption certificate.

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Prepared For: Green Bay Fire Dept. (Main) #1
Prepared by: Dean Havnen
Date: 11/25/2020

Proposal for Green Bay Metro Fire Department Station #1 Plymovent Vehicle Exhaust Extraction System all New Complete

Hastings Core Focus:

Providing innovative solutions that create healthier lives for workers and energy savings for employers.



Engineered Solutions
Down & Backdraft Tables
Vehicle Exhaust Systems
Replacement Filters & Parts

Dust / Wet Collectors
Air Filtration Products
Ventilation Equipment
Industrial Vacuum Systems

Automation & Energy Controls
Remote Monitoring Access
Installation & Service
Industrial Flex Hose

Experience + Service = Results


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F: 800.260.9199 / 262.364.0550

www.hastingsair.com

Regionally Serving Illinois | Indiana | Iowa | Kentucky | Michigan | Minnesota | Missouri | North and South Dakota | Ohio | Wisconsin

Ship To:

 Green Bay Fire Dept. (Main) #1
 501 South Washington Street

501 South Washington Street

Green Bay, WI 54301

Green Bay, WI 54301

Date:

Sales Person: Dean Havnen

Quote: QUO-18039-Q7Z8B0

Expires: 3/31/2021

Quote Per Request

Quote for a new complete Plymovent vehicle exhaust extraction system for four (4) vehicle connections equipped with the magnetic nozzle connection

Scope

System includes:

(2) 50ft Rail Based Systems complete for back-in operation with one vehicle connection per rail

(2) 25ft Rail Based Systems complete for back-in operation with one vehicle connection per rail

(1) 5hp exhaust fan complete with silencer & back-draft damper.

(1) Control panel and low voltage control sensors for system activation

All mechanical installation and electrical line voltage wiring included

System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions.

Part #	Description	Qty
VE-MRP-25	Mini Rail System 25 Includes: 23.25' Of Extruded Aluminum Profile, 1 Mrp Rail Connection End 125Mm/5" Dia Connection (Rear) 50' Feet Of Mrp Rubber Lip Note: Must Order Front End Cap Of Choice, Rubber Bumper Or Hydraulic Shock Separately"	2.0
VE-MRP-50	Mini Rail System 50 Includes: 47.5' Of Extruded Aluminum Profile 1- Mrp Rail Connection End 125Mm/5" Dia Connection (Rear) 100' Feet Of Mrp Rubber Lip Note: Must Order Front End Cap Of Choice, Rubber Bumper Or	2.0



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	Hydraulic Shock Separately"	
VE-STRA-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, METAL SADDLE & BALANCER	4.0
VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	4.0
VE-STRA-MG-LH34HTBA	STR LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 3 ", HIGH TEMP (HT) HOSE 4 ", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STR/VSRX	3.0
VE-STRA-MG-LH54HTBA	STR LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5 ", HIGH TEMP (HT) HOSE 4 ", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STR/VSRX	1.0
FAN-087N	TEV Fan, 5 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor.	1.0
ADAP-035	Rectangular To Round (10" Dia Male Fitting) Transition For Tev 3 Series Fans	1.0
DAMP-029A	Damper - Backdraft Raincap - 8"	1.0
SIL-4DA	Silencer, FSBT-4D 8x12x30	1.0
VE-CP-035	Control operation system for 5HP-208V-240V 3PH 14 AMP	1.0
ADAP-134TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 3.5", FOR MAGNETIC GRABBER (MG) 3 IN	3.0
ADAP-110TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 5", FOR MAGNETIC GRABBER (MG) 5"	1.0
VE-LEG-LP1	Sq Alumn Leg Tube, 1.2" Sq. X 16' Long, Extruded Alumn, Field Cut To Req'D Length	3.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired.	4.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring	1.0
INST-E	Electrical line voltage wiring of (1) 5hp exhaust fan & (1) control panel	1.0
PD	Per Diem	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0

\$52,700.00



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Ship To:

Green Bay Fire Dept. (Main) #1
501 South Washington Street

501 South Washington Street

Green Bay, WI 54301

Green Bay, WI 54301

Date:
Sales Person: Dean Havnen
Quote: QUO-18039-Q7Z8B0
Expires: 3/31/2021

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing,
and I accept the terms and conditions of this quotation.

Signed: _____
Name: _____ Title: _____

Terms:

_____ Prepay - 3% Discount:
_____ Net 30 Days from Shipment
_____ Visa/Mastercard/Discover

Purchase Order # _____

Thank you for considering Hastings.

Please remit to:

**Hastings Air-Energy Control, Inc.
5555 S. Westridge Drive
New Berlin, WI 53151-7900**

TERMS:

Freight for equipment is FOB destination. Hastings will deliver with our truck. Future parts or filter orders will ship prepaid and add.

Normal delivery is 6 to 8 weeks after receipt of confirming purchase order or prepayment check.

Warranty is per manufacturer specifications. Contact representative for more details.

Payment terms are 3% discount for prepayment with order, or net 30 from date of start up. Payment terms discount (3%) does not apply if the payment is made with a credit card. A 1½% per month finance charge will be assessed on all invoice balances outstanding past 30 days.

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Prepared For: Green Bay Fire Dept. #8
Prepared by: Dean Havnen
Date: 11/25/2020

Proposal for Green Bay Metro Fire Department Station #8 Plymovent Vehicle Exhaust Extraction System all New Complete

Hastings Core Focus:

Providing innovative solutions that create healthier lives for workers and energy savings for employers.



Engineered Solutions
Down & Backdraft Tables
Vehicle Exhaust Systems
Replacement Filters & Parts

Dust / Wet Collectors
Air Filtration Products
Ventilation Equipment
Industrial Vacuum Systems

Automation & Energy Controls
Remote Monitoring Access
Installation & Service
Industrial Flex Hose

Experience + Service = Results



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Ship To:

Green Bay Fire Dept. #8
135 Dauphin Street

135 Dauphin Street

Date: 11/25/2020
Sales Person: Dean Havnen
Quote: QUO-18036-Q5G9Z0
Expires: 3/31/2021

Green Bay, WI 54301-2109

Green Bay, WI 54301-2109

Quote Per Request

Quote for a new complete Plymovent vehicle exhaust extraction system for three (3) vehicle connections equipped with the magnetic nozzle connection

Scope

System includes:

- (1) 55ft Rail Based Systems complete for door-to-door coverage with one vehicle connection per rail
- (2) 25ft Rail Based Systems complete for back-in operation with one vehicle connection per rail
- (1) 3hp exhaust fan complete with silencer & back-draft damper.
- (1) Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included

System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions

Part #	Description	Qty
VE-MRP-25	Mini Rail System 25 Includes: 23.25' Of Extruded Aluminum Profile, 1 Mrp Rail Connection End 125Mm/5"" Dia Connection (Rear) 50' Feet Of Mrp Rubber Lip Note: Must Order Front End Cap Of Choice, Rubber Bumper Or Hydraulic Shock Separately"	2.0
VE-MRP-55	"Mini Rail System 55 Includes: 52.75' Of Extruded Aluminum Profile 1- Mrp Rail Connection End 125Mm/5"" Dia Connection (Rear) 110' Feet Of Mrp Rubber Lip 5-Top Suspension Mount Kits *	1.0



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	Note: Must Order Front End Cap Of Choice, Rubber Bumper Or Hydraulic Shock Separately"	
VE-STRA-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, METAL SADDLE & BALANCER	3.0
VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	3.0
VE-STRA-MG-LH34HTBA	STR LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 3 ", HIGH TEMP (HT) HOSE 4 ", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STR/VSRX	2.0
VE-STRA-MG-LH54HTBA	STR LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5 ", HIGH TEMP (HT) HOSE 4 ", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STR/VSRX	1.0
FAN-094N	TEV Fan, 3 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor.	1.0
ADAP-035	Rectangular To Round (10" Dia Male Fitting) Transition For Tev 3 Series Fans	1.0
SIL-4DA	Silencer, FSBT-4D 8x12x30	1.0
VE-CP-032	Control operation system for 3HP-208V-240V 3PH 9 AMP	1.0
ADAP-134TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 3.5", FOR MAGNETIC GRABBER (MG) 3 IN	2.0
ADAP-110TG	TOPGRADE STAINLESS STEEL TAILPIPE ADAPTER (TPA) 5", FOR MAGNETIC GRABBER (MG) 5"	1.0
VE-LEG-LP1	Sq Alumn Leg Tube, 1.2" Sq. X 16' Long, Extruded Alumn, Field Cut To Req'D Length	4.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired.	3.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 3hp exhaust fan & (1) control panel.	1.0
PD	Per Diem	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0

\$40,450.00



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Regionally Serving Illinois | Indiana | Iowa | Kentucky | Michigan | Minnesota | Missouri | North and South Dakota | Ohio | Wisconsin

Ship To:

Green Bay Fire Dept. #8
135 Dauphin Street

135 Dauphin Street

Date: 11/25/2020
Sales Person: Dean Havnen
Quote: QUO-18036-Q5G9Z0
Expires: 3/31/2021

Green Bay, WI 54301-2109

Green Bay, WI 54301-2109

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing,
and I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Terms:

_____ Prepay - 3% Discount:
_____ Net 30 Days from Shipment
_____ Visa/Mastercard/Discover

Purchase Order # _____

Thank you for considering Hastings.

Please remit to:

**Hastings Air-Energy Control, Inc.
5555 S. Westridge Drive
New Berlin, WI 53151-7900**

TERMS:

Freight for equipment is FOB destination. Hastings will deliver with our truck. Future parts or filter orders will ship prepaid and add.

Normal delivery is 6 to 8 weeks after receipt of confirming purchase order or prepayment check.

Warranty is per manufacturer specifications. Contact representative for more details.

Payment terms are 3% discount for prepayment with order, or net 30 from date of start up. Payment terms discount (3%) does not apply if the payment is made with a credit card. A 1½% per month finance charge will be assessed on all invoice balances outstanding past 30 days.

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City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 12/08/20

FROM: Department/Division *Green Bay Metropolitan Fire Department (DPW)* REQUISITION #

List "No Substitute" Item(s) here:

Plymovent Vehicle Exhaust Extraction System

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ *\$399,000*
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☐ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- ☒ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- ☐ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
- ☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- ☐ 5. Safety:
- ☐ 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

Existing exhaust extraction systems as the fire stations are beyond their useful life; exhaust leaks within the stations create hazard conditions for fire station personnel. Updating the system using products from the original system manufacturer that are proven and have vendors in the area to address future maintenance and upkeep is the best and safest option for our fire station personnel. Utilizing the same manufacturer also allows for the reuse of portions of the extraction system hose that is remote and experiences less wear; this would not be possible with a different manufacturer. It will also require fewer modifications to the buildings as these products are known to work within the existing spaces.

Approvals:

Requestor:

Date:

Department Head:

Date:

Purchasing Manager:

Date:



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

AGENDA ITEM # R.4

To receive and place on file a request by Ald. Lefebvre to the Finance committee which states: I am requesting a report of the Fair Elections grant with a financial breakdown where the money was spent.

BACKGROUND

The City of Green Bay received \$1,625,600 from the Center for Tech and Civic Life grant (CTCL) for public purpose of planning and operationalizing safe and secure election administration.

The year-to-date details exported directly from the general ledger system as of 1/7/2021.

This is not a final report, as expenses continue to be charged to this grant as approved by CTCL.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Microsoft Outlook - Memo Style
2. Election grant project 83094 as of 1-7-2021

Kala Lardinois

From: Jaime Fuge
Sent: Wednesday, December 16, 2020 8:03 AM
To: Diana Ellenbecker; Kala Lardinois
Subject: FW: petition

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

Please see below the late communication from Ald. Lefebvre for the Finance Committee.

Thank you,
Jaime

From: District Six
Sent: Tuesday, December 15, 2020 9:47 PM
To: Jaime Fuge <Jaime.Fuge@greenbaywi.gov>
Subject: petition

Here is my petition for Finance--

I am requesting a report of the Fair Elections grant with a financial breakdown where the money was spent.

Kathy/Alder Lefebvre

EXPENSES

ORG	OBJECT	PROJEC	DESCRIPTION	YEAR	PER	EFF DATE	REF1	REFERENC	AMOUNT	CHECK N	VDR NAME/ITEM DESC	COMMENTS
218100	55150	83094	NEW EQUIPMENT	2020	10	10/12/2020	038997	5767	1,890.00	0	ACP CREATIVIT, LLC	X-2 ELECTION DROP BOX CAMERAS
218100	55150	83094	NEW EQUIPMENT	2020	9	09/28/2020	038997	5736	5,119.00	0	ACP CREATIVIT, LLC	X-BALLOT BOX CAMERAS
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/26/2020	037971	5814	197.78	0	AMAZON.COM AMZN.COM/BILL	Hand Sanitizer Bottles
218100	55150	83094	NEW EQUIPMENT	2020	11	11/23/2020	37971	PCARD	368.00	0	AMAZON.COM AMZN.COM/BILL	Election new equipment
218100	55150	83094	NEW EQUIPMENT	2020	11	11/23/2020	37971	PCARD	1,299.99	0	AMAZON.COM AMZN.COM/BILL	Election new equipment
218100	55150	83094	NEW EQUIPMENT	2020	11	11/03/2020	039347	5824	64.32	0	CDW GOVT #ZLC0542	X-VOTE DRIVE THRU CABLES
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/19/2020	039444	5753	49.99	726048	CHARLOTTE GOSKA	REFUND CANOPY TENT, HOTSPOT &
218100	53001	83094	CONTRACTUAL SERVI	2020	10	10/19/2020	039444	5753	50.00	726048	CHARLOTTE GOSKA	REFUND CANOPY TENT, HOTSPOT &
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/19/2020	039444	5753	175.95	726048	CHARLOTTE GOSKA	REFUND CANOPY TENT, HOTSPOT &
218100	53001	83094	CONTRACTUAL SERVI	2020	12	12/08/2020	039519	5888	4,750.00	726,593	CLAIRE ERICKSON	PAYMENT FOR CREATION OF VOTER
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/09/2020	037498	5819	1,359.95	726277	COMMUNITY SERVICES AGENCY I	PURCHASE OF TABLETS FOR VOTER
218100	55150	83094	NEW EQUIPMENT	2020	12	12/14/2020	039526	5929	460.00	0	CONNECTING POINT	X-ELECTION CAMERA EQUIPMENT
218100	55150	83094	NEW EQUIPMENT	2020	12	12/28/2020	39526	PCARD	2,917.00	0	CONNECTING POINT	DROP BOX CAMERA AND SUPPLIES
218100	53001	83094	CONTRACTUAL SERVI	2020	10	10/12/2020	039438	5772	600.00	0	CONTACTO LATINO MULTI	RECREATION SERVICES - Waun La
218100	54001	83094	MATERIAL & SUPPLIE	2020	9	09/28/2020	039229	5736	2,920.25	0	DAR*DARBY DENTAL SUPPL	Gloves and Faceshields
218100	54002	83094	OFFICE SUPPLIES	2020	12	12/11/2020	KSR	ELECTION	67.50	0	DPW-VOTING ACTIVITY	VOTING ACTIVITY ASSISTANCE
218100	50003	83094	SEASONAL SALARIES	2020	12	12/11/2020	KSR	ELECTION	2,226.27	0	DPW-VOTING ACTIVITY	VOTING ACTIVITY ASSISTANCE
218100	53001	83094	CONTRACTUAL SERVI	2020	12	12/23/2020	KR	DROP BOX	2,299.44	0	DPW-VOTING ACTIVITY	BALLOT DROP BOX ACTIVITY/DPW
218100	50003	83094	SEASONAL SALARIES	2020	12	12/23/2020	KR	DROP BOX	9,324.60	0	DPW-VOTING ACTIVITY	BALLOT DROP BOX ACTIVITY/DPW
218100	54001	83094	MATERIAL & SUPPLIE	2020	12	12/23/2020	KR	DROP BOX	3,433.75	0	DPW-VOTING ACTIVITY	BALLOT DROP BOX ACTIVITY/DPW
218100	54002	83094	OFFICE SUPPLIES	2020	11	11/09/2020	018334	5815	87.43	0	ELECTION SYSTEMS & SOFTWARE	CONSUMABLES 11/3/20, BLACK TON
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/20/2020	018334	5759	150.84	725992	ELECTION SYSTEMS & SOFTWARE ACCT.	126956, SUPPLIES 11/03/2
218100	54002	83094	OFFICE SUPPLIES	2020	9	09/25/2020	018334	new proj.	889.92	725780	ELECTION SYSTEMS & SOFTWARE ACCT.	126956, 11/3/20 SUPPLIE
218100	55150	83094	NEW EQUIPMENT	2020	9	09/18/2020	018334	5663	61,660.00	725780	ELECTION SYSTEMS & SOFTWARE	ELECTION SCANNER DS450
218100	55150	83094	NEW EQUIPMENT	2020					55,075.00	PENDING	ELECTION SYSTEMS & SOFTWARE	ELECTION SCANNER DS450
218100	55150	83094	NEW EQUIPMENT	2020	9	09/21/2020	039413	W E09222C	49,554.00	725683	FMG HOLDINGS	2020 FORD F550, Election box trucks
218100	55150	83094	NEW EQUIPMENT	2020	9	09/21/2020	039413	W E09222C	49,554.00	725683	FMG HOLDINGS	2020 FORD F550, Election box trucks
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/03/2020	037007	5824	178.00	0	FREE LANCE SALES LTD	WHOLESALE DURABLE GO - FLS Ban
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/05/2020	037007	5743	983.69	0	FREE LANCE SALES LTD	WHOLESALE DURABLE GO - pop up
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/05/2020	037007	5743	1,103.08	0	FREE LANCE SALES LTD	WHOLESALE DURABLE GO - 2 flags
218100	54002	83094	OFFICE SUPPLIES	2020	9	09/14/2020	039401	5720	27.33	0	FRONT PLUS-10	COMPUTER SOFTWARE STORES
218100	54002	83094	OFFICE SUPPLIES	2020	9	09/14/2020	039401	5720	58.00	0	FRONT PLUS-10	COMPUTER SOFTWARE STORES
218100	54002	83094	OFFICE SUPPLIES	2020	9	09/21/2020	039401	5721	69.66	0	FRONT PLUS-10	COMPUTER SOFTWARE STORES
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/12/2020	039401	5772	174.00	0	FRONT PLUS-10	COMPUTER SOFTWARE STORES
218100	54002	83094	OFFICE SUPPLIES	2020	11	11/16/2020	039401	5863	261.00	0	FRONT PLUS-10	MANAGEMENT, CONSULTING
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/19/2020	039455	5812	28.44	0	FRONTAPP.COM	ELECTION SUPPLIES
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/19/2020	039455	5812	50.72	0	FRONTAPP.COM	ELECTION SUPPLIES
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/17/2020	030707	5841	384.45	0	GOLDEN HOUSE INC.	VOTER REGISTRATION ASSISTANCE
101104	54001	83094	MATERIAL & SUPPLIE	2020	8	08/07/2020	000487	5556	193.58	725223	GRAINGER INC	ACCT. 803703784, DISPOSABLE GL
218100	50003	83094	SEASONAL SALARIES	2020	12	12/08/2020	000524	5888	699.59	726,563	GREEN BAY WATER UTILITY	NOV. 2020 WATER UTILITY EMPLOY
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/09/2020	039479	5817	500.00	726285	HEATHER RAE NOHR	PAYMENT FOR "I VOTED" STICKER
218100	54002	83094	OFFICE SUPPLIES	2020	11	11/09/2020	030469	5811	4,275.00	726268	HEYRMAN PRINTING LLC	BALLOT COVERS - QTY 1,500
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/16/2020	037832	5830	178.25	0	HOUSE OF HOPE GREEN BAY, INC	VOTER REGISTRATION ASSISTANCE
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/17/2020	029259	5841	290.13	0	HYATT CORP-HYATT EQUITIES	2020 GENERAL ELECTION CENTRAL
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/17/2020	029259	5841	532.86	0	HYATT CORP-HYATT EQUITIES	2020 GENERAL ELECTION CENTRAL

ORG	OBJECT	PROJEC	DESCRIPTION	YEAR	PER	EFF DATE	REF1	REFERENC	AMOUNT	CHECK N	VDR NAME/ITEM DESC	COMMENTS
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/17/2020	029259	5841	671.40	0	HYATT CORP-HYATT EQUITIES	2020 GENERAL ELECTION CENTRAL
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/17/2020	029259	5841	1,723.68	0	HYATT CORP-HYATT EQUITIES	2020 GENERAL ELECTION CENTRAL
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/17/2020	029259	5841	1,808.83	0	HYATT CORP-HYATT EQUITIES	2020 GENERAL ELECTION CENTRAL
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/17/2020	029259	5841	10,550.00	0	HYATT CORP-HYATT EQUITIES	2020 GENERAL ELECTION CENTRAL
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/12/2020	039426	5767	8,312.00	0	INCLUSION SOLUTIONS. LLC	Voting Booths
218100	54001	83094	MATERIAL & SUPPLIE	2020	12	12/08/2020	039518	5888	486.72	726,592	INTAB LLC	TITAN TRANSFER BAGS, SMOOTH PU
218100	54001	83094	MATERIAL & SUPPLIE	2020	9	09/28/2020	036061	5736	112.92	0	JAUQUET LUMBER COM	JERRYBR-WOODEN POSTS FOR ELECT
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/16/2020	037795	5830	70.80	0	JOEL RUZZICONE	DECALS FOR BALLOT BOXES MINUS
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/16/2020	037795	5830	407.34	0	JOEL RUZZICONE	DECALS FOR BALLOT BOXES MINUS
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/16/2020	037795	5830	669.40	0	JOEL RUZZICONE	DECALS FOR BALLOT BOXES MINUS
218100	54002	83094	OFFICE SUPPLIES	2020	9	09/18/2020	036925	5664	843.42	725973	JP GRAPHICS INC	EL-120 #14 ELECTION ENVELOPES,
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/09/2020	039480	5817	500.00	726286	KASEY HOCK	PAYMENT FOR "I VOTED" STICKER
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/03/2020	035073	5824	446.00	0	KIMPS ACE HARDWARE	PROPANE CYLINDERS FOR HEATERS
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/13/2020	39447		100,000.00	0	KNUPP & WATSON & WALLMAN,	PUBLIC RELATIONS FIRM
218100	53001	83094	CONTRACTUAL SERVI	2020					49,950.00	PENDING	KNUPP & WATSON & WALLMAN,	PUBLIC RELATIONS FIRM
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/16/2020	022644	5835	491.00	0	KUEHN PRINTING LLC	2.5" I VOTED LABELS - QTY 5,00
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/16/2020	022644	5835	602.00	0	KUEHN PRINTING LLC	ENGLISH FLYERS, ENGLISH/SPANIS
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/16/2020	022644	5835	748.00	0	KUEHN PRINTING LLC	VOTER GUIDE BOOKLETS - QTY 1,0
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/16/2020	022644	5835	1,473.00	0	KUEHN PRINTING LLC	2.5" I VOTED LABELS - 3 VERSIO
101104	54001	83094	MATERIAL & SUPPLIE	2020	8	08/03/2020	022644	5531	2,969.00	725169	KUEHN PRINTING LLC	ELECTION INFORMATION POSTCARDS
218100	53001	83094	CONTRACTUAL SERVI	2020	9	09/28/2020	037542	5736	2,500.00	0	LAMAR MEDIA CORP	ADVERTISING SERVICES
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/16/2020	038537	5830	700.00	0	LAURA SCHLEY	CREATION OF DIGITAL ARTWORK FO
101104	53001	83094	CONTRACTUAL SERVI	2020	9	09/14/2020	038537	5652	1,500.00	725677	LAURA SCHLEY	PAYMENT FOR VOTER MURAL, FEE &
218100	55120	83094	EQUIPMENT RENTAL	2020	11	11/09/2020	035110	5827	538.25	0	LINCOLN CONTRACTORS SUPPLY	HEATERS AT BAY BEACH FOR ELECT
218100	54001	83094	MATERIAL & SUPPLIE	2020	9	09/08/2020	039353	5680	8,499.95	0	LOCKING SECURITY MAILBOX	Ballot Drop Boxes
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/09/2020	039476	5817	500.00	726283	LYNN MESHKE	PAYMENT FOR "I VOTED" STICKER
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/09/2020	039477	5817	500.00	726284	MATTHEW VANDEN BOOMEN	PAYMENT FOR "I VOTED" STICKER
218100	54002	83094	OFFICE SUPPLIES	2020	9	09/21/2020	038844	5721	746.00	0	MIDLAND PAPER COMPANY	PAPER ORDER FOR INSERTS - ELEC
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/09/2020	039475	5817	284.85	726282	MIDWEST RESEARCH & EVAL LLC	TRANSLATION, 30 ADS, PPE KIT
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/09/2020	039475	5817	1,011.75	726282	MIDWEST RESEARCH & EVAL LLC	TRANSLATION, 30 ADS, PPE KIT
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/09/2020	039475	5817	1,917.00	726282	MIDWEST RESEARCH & EVAL LLC	TRANSLATION, 30 ADS, PPE KIT
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/12/2020	036628	5772	-239.00	0	MILLER CONSULTATIONS & ELECT	Shipping Credit
218100	54001	83094	MATERIAL & SUPPLIE	2020	9	09/21/2020	036628	5721	3,614.31	0	MILLER CONSULTATIONS & ELECT	Election Supplies
218100	55150	83094	NEW EQUIPMENT	2020	10	10/12/2020	020474	5767	584.98	0	NIELSON COMMUNICATIONS INC	Radio for new Cube Truck
218100	55150	83094	NEW EQUIPMENT	2020	10	10/26/2020	020474	5814	604.98	0	NIELSON COMMUNICATIONS INC	Radio for voting crew cube tru
218100	54005	83094	POSTAGE	2020	9	09/21/2020	039062	5721	1,117.69	0	OFFICE ENTERPRISES INC	ENVELOPE MACHINE INK - ELECTIO
218100	55150	83094	NEW EQUIPMENT	2020	10	10/19/2020	000865	5754	7,642.00	725987	OLSON TRAILER & BODY LLC	TOMMYGATE 89-20-EA55 RAILGATE
218100	55150	83094	NEW EQUIPMENT	2020	10	10/19/2020	000865	5754	7,642.00	725987	OLSON TRAILER & BODY LLC	TOMMYGATE 89-20-EA55 RAILGATE
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/05/2020	035076	5743	44.22	0	PACKER FASTENER	JERRYBR-VOTING DROP BOX LAG BO
218100	54001	83094	MATERIAL & SUPPLIE	2020	9	09/28/2020	035076	5736	168.33	0	PACKER FASTENER	JERRYBR-CONCRETE ANCHORS FOR E
218100	53001	83094	CONTRACTUAL SERVI	2020	12	12/30/2020	KR	INTER DEP	528.70	0	PARKING UTILITY - VOTING ACTIV	INVOICE #020-020 505
218100	53001	83094	CONTRACTUAL SERVI	2020	12	12/31/2020	KR	INTER DEP	4,607.90	0	PARKING UTILITY - VOTING ACTIV	INVOICE #042-20-500
218100	50003	83094	SEASONAL SALARIES	2020	9	09/03/2020	PM	RECLASS	-689.26	0	PAYROLL ENTRY	FRINGES NOT WAGES
218100	54002	83094	OFFICE SUPPLIES	2020	11	11/27/2020	B 1127	B 11/27/20	19.16	0	PAYROLL ENTRY	WARRANT=201127 RUN=1 BIWEEKLY
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/27/2020	B 1127	B 11/27/20	719.61	0	PAYROLL ENTRY	WARRANT=201127 RUN=1 BIWEEKLY
218100	51301	83094	WRS - EMPLOYER SH	2020	11	11/27/2020	B 1127	B 11/27/20	358.89	0	PAYROLL ENTRY	WARRANT=201127 RUN=1 BIWEEKLY
218100	50501	83094	OVERTIME	2020	11	11/27/2020	B 1127	B 11/27/20	1,658.97	0	PAYROLL ENTRY	WARRANT=201127 RUN=1 BIWEEKLY

ORG	OBJECT	PROJECT	DESCRIPTION	YEAR	PER	EFF DATE	REF1	REFERENCE	AMOUNT	CHECK N°	VDR NAME/ITEM	DESC	COMMENTS
218100	50003	83094	SEASONAL SALARIES	2020	11	11/27/2020	B 1127	B 11/27/20	22,852.83	0	PAYROLL ENTRY		WARRANT=201127 RUN=1 BIWEEKLY
218100	51201	83094	HEALTH INSURANCE	2020	11	11/27/2020	B 1127	B 11/27/20	780.94	0	PAYROLL ENTRY		WARRANT=201127 RUN=1 BIWEEKLY
218100	51203	83094	LIFE INSURANCE	2020	11	11/27/2020	B 1127	B 11/27/20	7.97	0	PAYROLL ENTRY		WARRANT=201127 RUN=1 BIWEEKLY
218100	51202	83094	DENTAL INSURANCE	2020	11	11/27/2020	B 1127	B 11/27/20	79.38	0	PAYROLL ENTRY		WARRANT=201127 RUN=1 BIWEEKLY
218100	51210	83094	SOCIAL SECURITY	2020	11	11/27/2020	B 1127	B 11/27/20	424.71	0	PAYROLL ENTRY		WARRANT=201127 RUN=1 BIWEEKLY
218100	51211	83094	MEDICARE	2020	11	11/27/2020	B 1127	B 11/27/20	99.29	0	PAYROLL ENTRY		WARRANT=201127 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	11	11/27/2020	KSR	ELECTION	86,623.18	0	PAYROLL ENTRY		ELECTION TRANSFER
218100	51201	83094	HEALTH INSURANCE	2020	11	11/27/2020	KSR	ELECTION	151.79	0	PAYROLL ENTRY		ELECTION TRANSFER
218100	51202	83094	DENTAL INSURANCE	2020	11	11/27/2020	KSR	ELECTION	21.68	0	PAYROLL ENTRY		ELECTION TRANSFER
218100	51301	83094	WRS - EMPLOYER SH	2020	11	11/27/2020	KSR	ELECTION	14.18	0	PAYROLL ENTRY		ELECTION TRANSFER
218100	51211	83094	MEDICARE	2020	11	11/27/2020	KSR	ELECTION	3.05	0	PAYROLL ENTRY		ELECTION TRANSFER
218100	51210	83094	SOCIAL SECURITY	2020	11	11/27/2020	KSR	ELECTION	13.02	0	PAYROLL ENTRY		ELECTION TRANSFER
218100	51203	83094	LIFE INSURANCE	2020	12	12/03/2020	B11232	B112/03/20	0.89	0	PAYROLL ENTRY		WARRANT=201203 RUN=2 BI-WEEKL
218100	51202	83094	DENTAL INSURANCE	2020	12	12/03/2020	B11232	B112/03/20	5.61	0	PAYROLL ENTRY		WARRANT=201203 RUN=2 BI-WEEKL
218100	51210	83094	SOCIAL SECURITY	2020	12	12/03/2020	B11232	B112/03/20	34.67	0	PAYROLL ENTRY		WARRANT=201203 RUN=2 BI-WEEKL
218100	51301	83094	WRS - EMPLOYER SH	2020	12	12/03/2020	B11232	B112/03/20	39.20	0	PAYROLL ENTRY		WARRANT=201203 RUN=2 BI-WEEKL
218100	50501	83094	OVERTIME	2020	12	12/03/2020	B11232	B112/03/20	220.77	0	PAYROLL ENTRY		WARRANT=201203 RUN=2 BI-WEEKL
218100	51201	83094	HEALTH INSURANCE	2020	12	12/03/2020	B11232	B112/03/20	82.75	0	PAYROLL ENTRY		WARRANT=201203 RUN=2 BI-WEEKL
218100	50003	83094	SEASONAL SALARIES	2020	12	12/03/2020	B11232	B112/03/20	360.00	0	PAYROLL ENTRY		WARRANT=201203 RUN=2 BI-WEEKL
218100	51211	83094	MEDICARE	2020	12	12/03/2020	B11232	B112/03/20	8.11	0	PAYROLL ENTRY		WARRANT=201203 RUN=2 BI-WEEKL
218100	50003	83094	SEASONAL SALARIES	2020	12	12/10/2020	B 1210	B 12/10/20	1,542.38	0	PAYROLL ENTRY		WARRANT=201210 RUN=1 BIWEEKLY
218100	50501	83094	OVERTIME	2020	12	12/10/2020	B 1210	B 12/10/20	972.21	0	PAYROLL ENTRY		WARRANT=201210 RUN=1 BIWEEKLY
218100	51202	83094	DENTAL INSURANCE	2020	12	12/10/2020	B 1210	B 12/10/20	16.63	0	PAYROLL ENTRY		WARRANT=201210 RUN=1 BIWEEKLY
218100	51201	83094	HEALTH INSURANCE	2020	12	12/10/2020	B 1210	B 12/10/20	235.85	0	PAYROLL ENTRY		WARRANT=201210 RUN=1 BIWEEKLY
218100	51211	83094	MEDICARE	2020	12	12/10/2020	B 1210	B 12/10/20	27.63	0	PAYROLL ENTRY		WARRANT=201210 RUN=1 BIWEEKLY
218100	51301	83094	WRS - EMPLOYER SH	2020	12	12/10/2020	B 1210	B 12/10/20	65.63	0	PAYROLL ENTRY		WARRANT=201210 RUN=1 BIWEEKLY
218100	51210	83094	SOCIAL SECURITY	2020	12	12/10/2020	B 1210	B 12/10/20	118.09	0	PAYROLL ENTRY		WARRANT=201210 RUN=1 BIWEEKLY
218100	51203	83094	LIFE INSURANCE	2020	12	12/10/2020	B 1210	B 12/10/20	1.11	0	PAYROLL ENTRY		WARRANT=201210 RUN=1 BIWEEKLY
218100	51301	83094	WRS - EMPLOYER SH	2020	12	12/24/2020	B 1224	B 12/24/20	96.06	0	PAYROLL ENTRY		WARRANT=201224 RUN=1 BIWEEKLY
218100	51211	83094	MEDICARE	2020	12	12/24/2020	B 1224	B 12/24/20	63.56	0	PAYROLL ENTRY		WARRANT=201224 RUN=1 BIWEEKLY
218100	51210	83094	SOCIAL SECURITY	2020	12	12/24/2020	B 1224	B 12/24/20	271.77	0	PAYROLL ENTRY		WARRANT=201224 RUN=1 BIWEEKLY
218100	51203	83094	LIFE INSURANCE	2020	12	12/24/2020	B 1224	B 12/24/20	1.67	0	PAYROLL ENTRY		WARRANT=201224 RUN=1 BIWEEKLY
218100	50501	83094	OVERTIME	2020	12	12/24/2020	B 1224	B 12/24/20	775.63	0	PAYROLL ENTRY		WARRANT=201224 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	12	12/24/2020	B 1224	B 12/24/20	3,789.25	0	PAYROLL ENTRY		WARRANT=201224 RUN=1 BIWEEKLY
218100	51202	83094	DENTAL INSURANCE	2020	12	12/24/2020	B 1224	B 12/24/20	9.10	0	PAYROLL ENTRY		WARRANT=201224 RUN=1 BIWEEKLY
218100	51201	83094	HEALTH INSURANCE	2020	12	12/24/2020	B 1224	B 12/24/20	139.29	0	PAYROLL ENTRY		WARRANT=201224 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	12	12/31/2020	B 1/7	B 1/07/21	822.02	0	PAYROLL ENTRY		WARRANT=210107 RUN=1 BIWEEKLY
218100	51211	83094	MEDICARE	2020	12	12/31/2020	B 1/7	B 1/07/21	11.90	0	PAYROLL ENTRY		WARRANT=210107 RUN=1 BIWEEKLY
218100	51210	83094	SOCIAL SECURITY	2020	12	12/31/2020	B 1/7	B 1/07/21	50.95	0	PAYROLL ENTRY		WARRANT=210107 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	8	08/27/2020	PM	RECLASS	-524.07	0	PAYROLL ENTRY		FRINGES NOT WAGES
218100	51203	83094	LIFE INSURANCE	2020	10	10/01/2020	B 10/1	B 10/01/20	0.24	0	PAYROLL ENTRY		WARRANT=201001 RUN=1 BIWEEKLY
218100	51203	83094	LIFE INSURANCE	2020	11	11/05/2020	B1 115	B1 11/5/20	0.37	0	PAYROLL ENTRY		WARRANT=201105 RUN=2 BI-WEEKL
218100	51202	83094	DENTAL INSURANCE	2020	10	10/01/2020	B 10/1	B 10/01/20	1.30	0	PAYROLL ENTRY		WARRANT=201001 RUN=1 BIWEEKLY
218100	51203	83094	LIFE INSURANCE	2020	10	10/29/2020	B 1029	B 10/29/20	1.49	0	PAYROLL ENTRY		WARRANT=201029 RUN=1 BIWEEKLY
218100	51203	83094	LIFE INSURANCE	2020	8	08/27/2020	PM	RECLASS	2.45	0	PAYROLL ENTRY		LIFE FRINGES-PRIMARY
218100	51203	83094	LIFE INSURANCE	2020	9	09/03/2020	PM	RECLASS	3.21	0	PAYROLL ENTRY		LIFE FRINGES-PRIMARY
218100	51211	83094	MEDICARE	2020	11	11/05/2020	B1 115	B1 11/5/20	3.52	0	PAYROLL ENTRY		WARRANT=201105 RUN=2 BI-WEEKL

ORG	OBJECT	PROJECT	DESCRIPTION	YEAR	PER	EFF DATE	REF1	REFERENCE	AMOUNT	CHECK N°	VDR NAME/ITEM DESC	COMMENTS
218100	51203	83094	LIFE INSURANCE	2020	11	11/19/2020	B111119	B111/19/20	4.17	0	PAYROLL ENTRY	WARRANT=201119 RUN=2 BI-WEEKL
218100	51202	83094	DENTAL INSURANCE	2020	11	11/05/2020	B1 115	B1 11/5/20	7.62	0	PAYROLL ENTRY	WARRANT=201105 RUN=2 BI-WEEKL
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/12/2020	B 1112	B 11/12/20	10.20	0	PAYROLL ENTRY	WARRANT=201112 RUN=1 BIWEEKLY
218100	51301	83094	WRS - EMPLOYER SH	2020	10	10/01/2020	B 10/1	B 10/01/20	10.21	0	PAYROLL ENTRY	WARRANT=201001 RUN=1 BIWEEKLY
218100	51203	83094	LIFE INSURANCE	2020	11	11/12/2020	B 1112	B 11/12/20	10.58	0	PAYROLL ENTRY	WARRANT=201112 RUN=1 BIWEEKLY
218100	51301	83094	WRS - EMPLOYER SH	2020	9	09/03/2020	PM	ELECTION	14.18	0	PAYROLL ENTRY	PRIMARY ADDITIONAL PAY
218100	51210	83094	SOCIAL SECURITY	2020	11	11/05/2020	B1 115	B1 11/5/20	15.05	0	PAYROLL ENTRY	WARRANT=201105 RUN=2 BI-WEEKL
218100	51301	83094	WRS - EMPLOYER SH	2020	11	11/05/2020	B1 115	B1 11/5/20	16.82	0	PAYROLL ENTRY	WARRANT=201105 RUN=2 BI-WEEKL
218100	51301	83094	WRS - EMPLOYER SH	2020	10	10/15/2020	B10152	B 10/15/20	17.62	0	PAYROLL ENTRY	WARRANT=201015 RUN=1 BIWEEKLY
218100	51211	83094	MEDICARE	2020	8	08/27/2020	B1 827	B1 8/27/20	22.62	0	PAYROLL ENTRY	WARRANT=200827 RUN=2 BI-WEEKL
218100	51201	83094	HEALTH INSURANCE	2020	10	10/01/2020	B 10/1	B 10/01/20	25.04	0	PAYROLL ENTRY	WARRANT=201001 RUN=1 BIWEEKLY
218100	51202	83094	DENTAL INSURANCE	2020	8	08/27/2020	PM	RECLASS	36.13	0	PAYROLL ENTRY	DENTAL FRINGES-PRIMARY
218100	51201	83094	HEALTH INSURANCE	2020	11	11/05/2020	B1 115	B1 11/5/20	38.26	0	PAYROLL ENTRY	WARRANT=201105 RUN=2 BI-WEEKL
218100	51211	83094	MEDICARE	2020	11	11/19/2020	B111119	B111/19/20	40.49	0	PAYROLL ENTRY	WARRANT=201119 RUN=2 BI-WEEKL
218100	51202	83094	DENTAL INSURANCE	2020	11	11/19/2020	B111119	B111/19/20	44.87	0	PAYROLL ENTRY	WARRANT=201119 RUN=2 BI-WEEKL
218100	51202	83094	DENTAL INSURANCE	2020	9	09/03/2020	PM	RECLASS	51.30	0	PAYROLL ENTRY	DENTAL FRINGES-PRIMARY
218100	51211	83094	MEDICARE	2020	9	09/03/2020	B 9/3	B 9/03/20	56.68	0	PAYROLL ENTRY	WARRANT=200903 RUN=1 BIWEEKLY
218100	51211	83094	MEDICARE	2020	10	10/01/2020	B 10/1	B 10/01/20	82.82	0	PAYROLL ENTRY	WARRANT=201001 RUN=1 BIWEEKLY
218100	51211	83094	MEDICARE	2020	10	10/15/2020	B10152	B 10/15/20	88.89	0	PAYROLL ENTRY	WARRANT=201015 RUN=1 BIWEEKLY
218100	51210	83094	SOCIAL SECURITY	2020	8	08/27/2020	B1 827	B1 8/27/20	96.71	0	PAYROLL ENTRY	WARRANT=200827 RUN=2 BI-WEEKL
218100	50501	83094	OVERTIME	2020	10	10/01/2020	B 10/1	B 10/01/20	97.25	0	PAYROLL ENTRY	WARRANT=201001 RUN=1 BIWEEKLY
218100	51301	83094	WRS - EMPLOYER SH	2020	8	08/27/2020	B1 827	B1 8/27/20	113.60	0	PAYROLL ENTRY	WARRANT=200827 RUN=2 BI-WEEKL
218100	51301	83094	WRS - EMPLOYER SH	2020	9	09/03/2020	B 9/3	B 9/03/20	139.90	0	PAYROLL ENTRY	WARRANT=200903 RUN=1 BIWEEKLY
218100	51202	83094	DENTAL INSURANCE	2020	11	11/12/2020	B 1112	B 11/12/20	144.00	0	PAYROLL ENTRY	WARRANT=201112 RUN=1 BIWEEKLY
218100	51301	83094	WRS - EMPLOYER SH	2020	10	10/29/2020	B 1029	B 10/29/20	145.47	0	PAYROLL ENTRY	WARRANT=201029 RUN=1 BIWEEKLY
218100	51210	83094	SOCIAL SECURITY	2020	11	11/19/2020	B111119	B111/19/20	173.08	0	PAYROLL ENTRY	WARRANT=201119 RUN=2 BI-WEEKL
218100	51211	83094	MEDICARE	2020	10	10/29/2020	B 1029	B 10/29/20	177.09	0	PAYROLL ENTRY	WARRANT=201029 RUN=1 BIWEEKLY
218100	51301	83094	WRS - EMPLOYER SH	2020	11	11/19/2020	B111119	B111/19/20	196.30	0	PAYROLL ENTRY	WARRANT=201119 RUN=2 BI-WEEKL
218100	50003	83094	SEASONAL SALARIES	2020	10	10/01/2020	SAH	RECLASS	210.00	0	PAYROLL ENTRY	RECLASS - FRANKOW
218100	50003	83094	SEASONAL SALARIES	2020	9	09/17/2020	SAH	RECLASS	210.00	0	PAYROLL ENTRY	RECLASS - SUENNEN WAGES
218100	50003	83094	SEASONAL SALARIES	2020	9	09/17/2020	SAH	RECLASS	210.00	0	PAYROLL ENTRY	RECLASS - SWANSON WAGES
218100	51210	83094	SOCIAL SECURITY	2020	9	09/03/2020	B 9/3	B 9/03/20	242.35	0	PAYROLL ENTRY	WARRANT=200903 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	9	09/17/2020	SAH	RECLASS	245.00	0	PAYROLL ENTRY	RECLASS - WILLEMS WAGES
218100	50501	83094	OVERTIME	2020	11	11/05/2020	B1 115	B1 11/5/20	249.12	0	PAYROLL ENTRY	WARRANT=201105 RUN=2 BI-WEEKL
218100	51211	83094	MEDICARE	2020	11	11/12/2020	B 1112	B 11/12/20	299.26	0	PAYROLL ENTRY	WARRANT=201112 RUN=1 BIWEEKLY
218100	51210	83094	SOCIAL SECURITY	2020	10	10/01/2020	B 10/1	B 10/01/20	354.19	0	PAYROLL ENTRY	WARRANT=201001 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	11	11/19/2020	B111119	B111/19/20	370.00	0	PAYROLL ENTRY	WARRANT=201119 RUN=2 BI-WEEKL
218100	51210	83094	SOCIAL SECURITY	2020	10	10/15/2020	B10152	B 10/15/20	380.07	0	PAYROLL ENTRY	WARRANT=201015 RUN=1 BIWEEKLY
218100	51201	83094	HEALTH INSURANCE	2020	8	08/27/2020	PM	RECLASS	485.49	0	PAYROLL ENTRY	HEALTH FRINGES-PRIMARY
218100	51201	83094	HEALTH INSURANCE	2020	11	11/19/2020	B111119	B111/19/20	516.67	0	PAYROLL ENTRY	WARRANT=201119 RUN=2 BI-WEEKL
218100	50501	83094	OVERTIME	2020	10	10/29/2020	B 1029	B 10/29/20	553.73	0	PAYROLL ENTRY	WARRANT=201029 RUN=1 BIWEEKLY
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/15/2020	B10152	B 10/15/20	555.12	0	PAYROLL ENTRY	WARRANT=201015 RUN=1 BIWEEKLY
218100	51201	83094	HEALTH INSURANCE	2020	9	09/03/2020	PM	RECLASS	634.75	0	PAYROLL ENTRY	HEALTH FRINGES-PRIMARY
218100	53001	83094	CONTRACTUAL SERVI	2020	11	11/10/2020	KR	INTER DEP	694.98	0	PAYROLL ENTRY	INVOICE #017-20-505
218100	51301	83094	WRS - EMPLOYER SH	2020	11	11/12/2020	B 1112	B 11/12/20	744.18	0	PAYROLL ENTRY	WARRANT=201112 RUN=1 BIWEEKLY
218100	51210	83094	SOCIAL SECURITY	2020	10	10/29/2020	B 1029	B 10/29/20	757.23	0	PAYROLL ENTRY	WARRANT=201029 RUN=1 BIWEEKLY
218100	51210	83094	SOCIAL SECURITY	2020	11	11/12/2020	B 1112	B 11/12/20	1,279.48	0	PAYROLL ENTRY	WARRANT=201112 RUN=1 BIWEEKLY

ORG	OBJECT	PROJECT	DESCRIPTION	YEAR	PER	EFF DATE	REF1	REFERENCE	AMOUNT	CHECK N°	VDR NAME/ITEM	DESC	COMMENTS
218100	53002	83094	COPY MACHINE	2020	11	11/12/2020	KR	ELECTION	1,375.59	0	PAYROLL ENTRY		RECLASS ELECTION EXPENSES
218100	51201	83094	HEALTH INSURANCE	2020	11	11/12/2020	B 1112	B 11/12/20	1,392.74	0	PAYROLL ENTRY		WARRANT=201112 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	9	09/17/2020	B 9/17	B 9/17/20	1,608.75	0	PAYROLL ENTRY		WARRANT=200917 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	8	08/27/2020	B1 827	B1 8/27/20	2,218.60	0	PAYROLL ENTRY		WARRANT=200827 RUN=2 BI-WEEKL
218100	54002	83094	OFFICE SUPPLIES	2020	11	11/12/2020	KR	ELECTION	2,371.15	0	PAYROLL ENTRY		RECLASS ELECTION EXPENSES
218100	50501	83094	OVERTIME	2020	11	11/19/2020	b11119	B111/19/20	2,538.32	0	PAYROLL ENTRY		WARRANT=201119 RUN=2 BI-WEEKL
218100	55150	83094	NEW EQUIPMENT	2020	10	10/30/2020	NAC	PART&LBR	3,914.51	0	PAYROLL ENTRY		PARTS - OCT 2020
218100	50003	83094	SEASONAL SALARIES	2020	10	10/01/2020	B 10/1	B 10/01/20	5,619.03	0	PAYROLL ENTRY		WARRANT=201001 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	9	09/03/2020	B 9/3	B 9/03/20	5,807.13	0	PAYROLL ENTRY		WARRANT=200903 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	10	10/15/2020	B10152	B 10/15/20	6,129.75	0	PAYROLL ENTRY		WARRANT=201015 RUN=1 BIWEEKLY
218100	50501	83094	OVERTIME	2020	11	11/12/2020	B 1112	B 11/12/20	7,812.69	0	PAYROLL ENTRY		WARRANT=201112 RUN=1 BIWEEKLY
218100	54005	83094	POSTAGE	2020	9	09/17/2020	SAH	RECLASS	8,089.38	0	PAYROLL ENTRY		POSTAGE/KUEHN PRINTING
218100	50003	83094	SEASONAL SALARIES	2020	10	10/29/2020	B 1029	B 10/29/20	11,659.32	0	PAYROLL ENTRY		WARRANT=201029 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	11	11/12/2020	B 1112	B 11/12/20	13,291.84	0	PAYROLL ENTRY		WARRANT=201112 RUN=1 BIWEEKLY
218100	50003	83094	SEASONAL SALARIES	2020	9	09/03/2020	PM	ELECTION	46,065.00	0	PAYROLL ENTRY		PRIMARY ADDITIONAL PAY
218100	54005	83094	POSTAGE	2020	11	11/12/2020	KR	ELECTION	46,980.64	0	PAYROLL ENTRY		RECLASS ELECTION EXPENSES
218100	53001	83094	CONTRACTUAL SERVI	2020	12	12/02/2020	KR	INTER DEP	5,662.29	0	POLLING PLACE-WLS SIDEWALK	F	INVOICE #039-20-500
218100	54002	83094	OFFICE SUPPLIES	2020	11	11/30/2020	KR	INTER DEP	438.06	0	PRINT RM-ELECTION ACTIVITY		INVOICE #1020-PRINTING
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/12/2020	039440	5772	949.10	0	PRINTELECT		Election Carts
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/09/2020	039440	5827	1,388.10	0	PRINTELECT		ELECTION SUPPLIES
218100	55150	83094	NEW EQUIPMENT	2020	10	10/26/2020	008224	5776	169.50	726122	REGISTRATION FEE WDOT		DPW 236 REGISTRATION & PLATES
218100	55150	83094	NEW EQUIPMENT	2020	10	10/26/2020	008224	5776	169.50	726124	REGISTRATION FEE WDOT		DPW 237 REGISTRATION & PLATES
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/26/2020	035548	5814	31.98	0	ROUNDY'S SUPERMARKETS, IN		ELECTION SUPPLIES
218100	54002	83094	OFFICE SUPPLIES	2020	9	09/28/2020	039420	5736	3.99	0	SENDGRID 1-877-969-8647		BUSINESS SERVICES - OTHER
218100	54002	83094	OFFICE SUPPLIES	2020	11	11/09/2020	039420	5827	14.95	0	SENDGRID 1-877-969-8647		BUSINESS SERVICES - OTHER
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/12/2020	039420	5767	14.95	0	SENDGRID 1-877-969-8647		BUSINESS SERVICES - OTHER
218100	54002	83094	OFFICE SUPPLIES	2020	12	12/07/2020	039420	5914	14.95	0	SENDGRID 1-877-969-8647		BUSINESS SERVICES - OTHER
218100	54002	83094	OFFICE SUPPLIES	2020	12	12/21/2020	039420	5948	-14.95	0	SENDGRID 1-877-969-8647		CANCELLATION OF SERVICE
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/05/2020	039403	5743	192.00	0	SI METALS DE PERE		JERRYBR-VOTING DROP BOX SERVICE
218100	54005	83094	POSTAGE	2020	9	09/21/2020	035020	5721	17.91	0	STAPLES INC		ENVELOPE GLUE - ELECTION
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/26/2020	035020	5814	31.96	0	STAPLES INC		ELECTION SUPPLIES
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/05/2020	035020	5743	73.65	0	STAPLES INC		Paper Towel for Elections
218100	54002	83094	OFFICE SUPPLIES	2020	9	09/21/2020	035020	5721	114.00	0	STAPLES INC		Rejected X Stamp
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/12/2020	035020	5772	204.80	0	STAPLES INC		WHOLESALE OFFICE SUP
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/05/2020	035020	5743	247.70	0	STAPLES INC		WHOLESALE OFFICE SUP
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/26/2020	035020	5814	315.72	0	STAPLES INC		ELECTION SUPPLIES
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/26/2020	035020	5814	569.95	0	STAPLES INC		ELECTION SUPPLIES
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/19/2020	035020	5812	1,105.48	0	STAPLES INC		ELECTION SUPPLIES
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/19/2020	035020	5812	1,596.00	0	STAPLES INC		ELECTION SUPPLIES
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/03/2020	035020	5824	2,999.80	0	STAPLES INC		ELECTION SUPPLIES
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/19/2020	035020	5812	4,304.85	0	STAPLES INC		ELECTION SUPPLIES
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/03/2020	035210	5824	189.99	0	STEIN GARDEN CENTERS, IN		PATIO HEATER FOR CITY HALL ELE
218100	54001	83094	MATERIAL & SUPPLIE	2020	11	11/03/2020	035210	5824	569.97	0	STEIN GARDEN CENTERS, IN		3 OUTDOOR PATIO HEATERS FOR CI
218100	54002	83094	OFFICE SUPPLIES	2020	11	11/09/2020	035409	5827	71.40	0	U-HAUL INTERNATIONAL		STRETCH WRAP FOR ELECTION BINS
218100	55120	83094	EQUIPMENT RENTAL	2020	11	11/09/2020	023676	5827	792.00	0	UNITED RENTALS INC		LIGHT TOWER RENTALS FOR WILDLI
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/12/2020	022197	5767	10.09	0	VIKING ELECTRIC SUPPLY		JERRYBR-VOTING SERVICE 5TH JAW
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/05/2020	022197	5743	266.17	0	VIKING ELECTRIC SUPPLY		JERRYBR-VOTING DROP BOX SERVICE

ORG	OBJECT	PROJEC	DESCRIPTION	YEAR	PER	EFF DATE	REF1	REFERENC	AMOUNT	CHECK N°	VDR NAME/ITEM DESC	COMMENTS
218100	54001	83094	MATERIAL & SUPPLIE	2020	9	09/28/2020	001231	5736	1,480.00	0	VORPAHL FIRE & SAFETY	Mask Order
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/12/2020	001231	5767	3,763.00	0	VORPAHL FIRE & SAFETY	Masks and Hand Sanitizer
218100	54002	83094	OFFICE SUPPLIES	2020	11	11/09/2020	035817	5827	19.96	0	WALGREEN CO	DRUG STORES & PHARMACIES - GLU
218100	54002	83094	OFFICE SUPPLIES	2020	10	10/26/2020	035817	5814	19.96	0	WALGREEN CO	ELECTION SUPPLIES
218100	54001	83094	MATERIAL & SUPPLIE	2020	10	10/05/2020	039424	5743	3,199.00	0	WHITAKERBROTHERS.COM	Folder for Mail Room
218100	54001	83094	MATERIAL & SUPPLIE	2020	9	09/28/2020	039424	5736	4,197.00	0	WHITAKERBROTHERS.COM	Election Ballot Openers
218100	56101	83094	ELECTRICITY	2020	12	12/23/2020	001316	5927	46.69	726,690	WISCONSIN PUBLIC SERVICE	0405357426-00062 - W MASON FRO
218100	56101	83094	ELECTRICITY	2020	12	12/23/2020	001316	5927	46.49	726,690	WISCONSIN PUBLIC SERVICE	0405357426-00063 - MAIN FRONTA
218100	56101	83094	ELECTRICITY	2020	12	12/23/2020	001316	5927	46.49	726,690	WISCONSIN PUBLIC SERVICE	0405357426-00064 - SITKA ST VO
									829,850.27			
REVENUES												
218100	48592	83094	LOCAL GRANTS	2020	9	09/17/2020	SAH	RECLASS	-1,093,400.00	0	CENTER FOR TECH AND CIVIC	ELECTIONS GRANT
218100	48592	83094	LOCAL GRANTS	2020	11	11/17/2020	10001		-522,200.00	0	CENTER FOR TECH AND CIVIC	ELECTION GRANT
218100	48592	83094	LOCAL GRANTS	2020	9	09/17/2020	SAH	RECLASS	-10,000.00	0	CENTER FOR TECH AND CIVIC	ELECTIONS GRANT
									-1,625,600.00			
REMAINING BALANCE									795,749.73			



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

AGENDA ITEM # R.5

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

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CONFIDENTIAL - Claims Committee Rpt January 2021



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # S.I

To approve adopting a resolution in support of World Migratory Bird Day.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. I-13-21 WLS-Resolution-Migratory Bird Day-2021

**RESOLUTION RELATING TO
WORLD MIGRATORY BIRD DAY**

January 19, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

WHEREAS, migratory birds and their habitats are declining throughout America, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993, World Migratory Bird Day ("WMBD"), formerly International Migratory Bird Day, has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in communities throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern United States; and

WHEREAS, while WMBD is officially held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants and in accordance with federal, state, and local public health directives; and

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action;

NOW, THEREFORE, BE IT RESOLVED that May 8, 2021, shall be known as World Migratory Bird Day in the City of Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that the Common Council of the City of Green Bay urges all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

Adopted _____

Approved _____

Mayor

Clerk

jib



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # S.2

To approve the request by Olde Main Street Inc. allowing them to fund and install a Green Bay Packer themed light display at Whitney Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # S.3

To discontinue the use and promotion of He-Nis-Ra Park as a destination for fat tire biking and direct the Parks Department to earnestly and actively find a location for fat tire biking on the west side of Green Bay. (2-2 vote, MOTION FAILED, No Recommendation)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. He-Nis-Ra Bike Ski Trail Map Updated 12.18.20

P PARKING

- 1.37 Miles GREEN TRAIL - SKI
- 1.00 Miles PURPLE TRAIL - SKI
- 1.80 Miles ORANGE TRAIL - BIKE

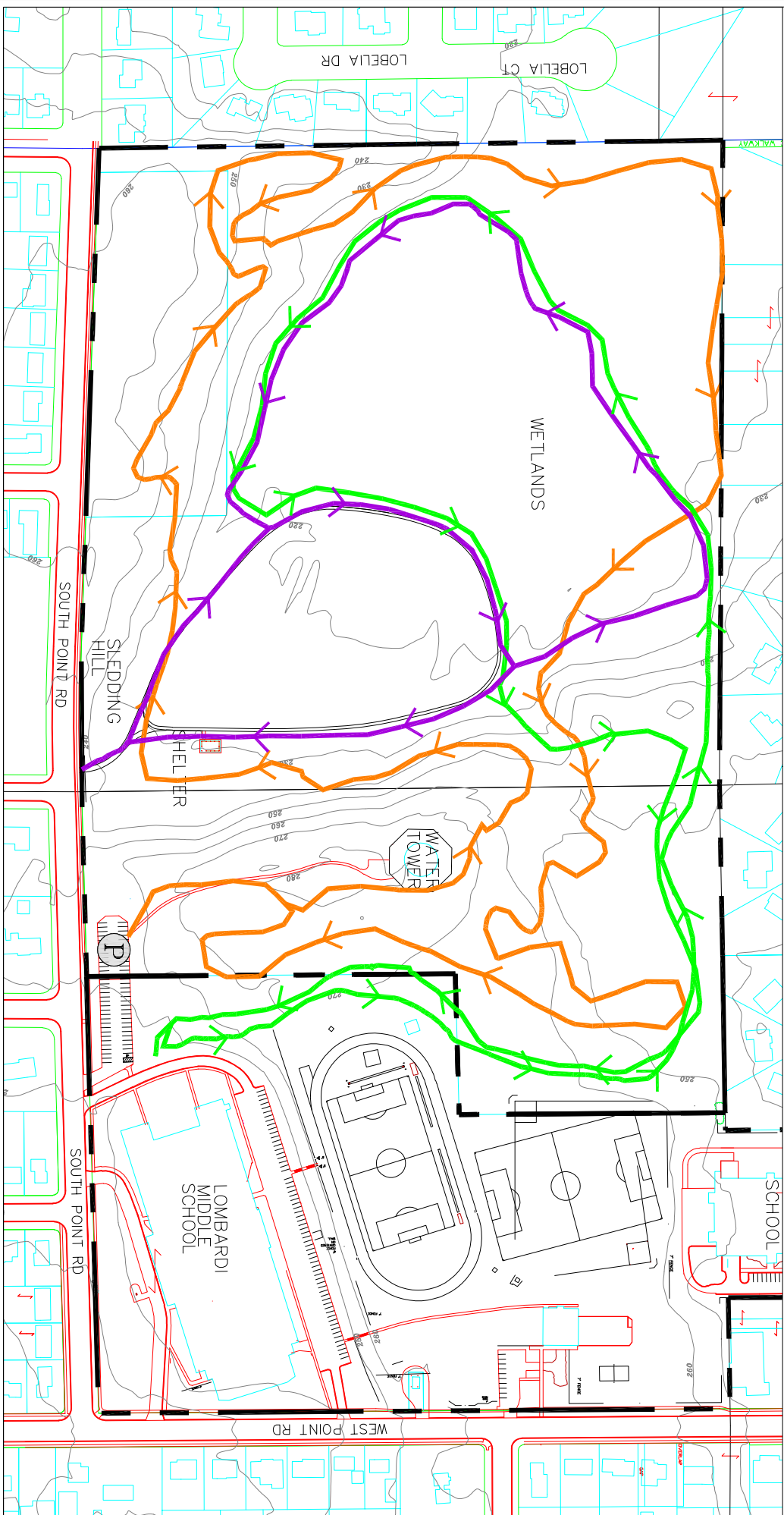
2.37 TOTAL MILES OF SKI TRAIL

1.80 TOTAL MILES OF BIKE TRAIL

Hikers/Walkers enjoy all trails except groomed ski trails and the ridgerun/water slide section.

Please stay on designated trails. Bikes yield to skiers and walkers/hikers, skiers yield to hikers walkers.

Please call the City of Green Bay Parks, Recreation & Forestry Department with any input at 920-448-3365 or e-mail parkmail@greenbaywi.gov.



DEPARTMENT
DEPARTMENT

TITLE
SUBTITLE



SCALE
0 BARBARE PARK
1/4" = 1/4" MILE
1/8" = 1/8" MILE
1/16" = 1/16" MILE
1/32" = 1/32" MILE
1/64" = 1/64" MILE
1/128" = 1/128" MILE
1/256" = 1/256" MILE
1/512" = 1/512" MILE
1/1024" = 1/1024" MILE
1/2048" = 1/2048" MILE
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Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # T.1

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

- a. Truck Driver - Public Works
- b. Park Maintenance Worker (2) - Parks, Recreation & Forestry
- c. Mechanic Foreperson - Police Department
- d. Records Clerk - Police Department
- e. Engineering Aide - Public Works
- f. Mechanic - Parks, Recreation & Forestry

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 1.12.2021 AMENDED
2. Truck Driver (San) - D. Dimmer 12.28.20
3. Park Maintenance Worker - S. Hoffman 12.11.20
4. Park Maintenance Worker - V. Balza 01.18.21
5. Mechanic Foreperson D. Simon 2020
6. Records Clerk B. DeWolfe retire 12.20
7. Engineering Aide - Behnke
8. Mechanic - P. Moran 01.18.21

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: January 12, 2021

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2021 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Public Works Truck Driver – Replacement position due to the retirement of Dave Dimmer effective December 28, 2020. Salary range: \$20.36 - \$23.96 per hour.
- Park Maintenance Worker – Replacement position due to the retirement of Steve Hoffman effective December 11, 2020. Salary range: \$20.36 - \$23.96 per hour.
- Park Maintenance Worker - Replacement position due to the retirement of Virginia Balza effective January 18, 2021. Salary range: \$20.36 - \$23.96 per hour.
- Mechanic Foreperson – Replacement position due to the retirement of Dean Simon effective December 18, 2020. Salary range: \$26.91 - \$31.65 per hour.
- Records Clerk – Replacement position due to the retirement of Becky DeWolfe effective December 31, 2020. Salary range: \$17.65 - \$20.76 per hour.
- Engineering Aide – Replacement position due to the resignation of Ann Behnke effective January 5, 2021. Salary range: \$18.73 - \$23.96 per hour.
- Mechanic - Replacement position due to the retirement of Paul Moran effective January 18, 2021. Salary range: \$24.74 - \$29.09 per hour.

**Position Fill Request
Justification Report
December 4, 2020**

Position Title: Truck Driver – DPW Operations Division/Sanitation Section

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

 X Replacement Position Not a Replacement Position

This position will be vacant due to the retirement of Sanitation Section Truck Driver Dave Dimmer, effective at the end of the work day on Monday, December 28, 2020

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

Yes, this position is currently funded in the DPW operating budget. The current wage for a DPW- Truck Driver is \$20.36/hour to \$23.96/hour (\$42,349 to \$49,840 annually)

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

Sanitation Section Truck Drivers perform duties including but not limited to driving trash, recycling, and brush route collection trucks, operating various pieces of equipment, plowing snow, daily equipment maintenance, and other assignments necessary for DPW to perform its core functions

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

This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract services that are currently provided by DPW employees.

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

Loss of a Sanitation Section Truck Driver represents a reduction in DPW's ability to provide its core services in a timely manner, including trash and recycling collection, brush collection, snow plowing, curbside yard and garden waste collection, etc.

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

Duties associated with any vacant DPW position are assigned to other Operations Division employees. When there is a lack of personnel to perform core DPW functions, assignments are prioritized. Unstaffed assignments end up being postponed or not completed.

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

DPW cannot reduce or eliminate core services. A reduction in DPW staff will result in a reduced level of service to residents, and increase the amount of time required to complete those services.

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

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

9. Are there union issues? No

10. Other supporting comments. None

**Position Fill Request
Justification Report
January 4th, 2021**

Position Title: Park Maintenance Worker

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

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

This position will be vacant as a result of the retirement of Steve Hoffman on December 11th, 2020.

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

Yes, this position is budgeted. The wage range is \$20.36 - \$23.96 per hour.

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

The Park Maintenance Worker is a generalist position responsible for maintaining all facets of the year-round park operations. Parks and the related facilities are used daily from sun-up to 10:30 p.m. throughout the year. Therefore, we need to ensure that they are clean, safe, and functional at all times for our patrons.

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

No.

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

Over the years, we have added more parkland and facilities, but have not added additional staff. We are also responsible for maintaining a four-diamond Little League complex, a six-field soccer complex, more trails, more parklands, and the City Deck.

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

When vacancies occur in this classification, we are unable to meet all of the maintenance needs of our parks and facilities. As positions become vacant, we prioritize and reprioritize our daily work. The effect is that many of the services that we provide to the public are being performed less frequently.

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

The overall service would be reduced. We have tried to lessen the obvious impact by reprioritization.

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

Contracting for various maintenance services would need to be explored. Costs would be dependent on the service contracted. The Park Maintenance Worker performs a wide range of services during a calendar year, therefore making it difficult to replace a single position by contracting.

9. Are there union issues?

No.

10. Other supporting comments.

Since 2001, the Parks Division has been responsible for maintaining the following added facilities: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park; several parcels along the Baird Creek Greenway; 16 acres of turf at Bay Beach Park; a new boarded hockey rink; a four ball diamond softball complex; a six-field soccer complex; the City Deck; the Zippin Pippin, Sea Dragon, Bay Beast, Rockin' Tug, and Falling Star amusement rides; as well as several miles of trails.

We have assumed the work at the additional facilities while seeing a reduction in staff of 6 Park Maintenance Workers and 12 fewer seasonal positions since 2006. With future maintenance responsibilities sure to come, we will fall further behind in our efforts to provide the most basic of services if we do not maintain our staffing levels accordingly.

**Position Fill Request
Justification Report
January 7th, 2021**

Position Title: Park Maintenance Worker

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

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

This position will be vacant as a result of the retirement of Virginia Balza on January 18th, 2021.

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

Yes, this position is budgeted. The wage range is \$20.36 - \$23.96 per hour.

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

The Park Maintenance Worker is a generalist position responsible for maintaining all facets of the year-round park operations. Parks and the related facilities are used daily from sun-up to 10:30 p.m. throughout the year. Therefore, we need to ensure that they are clean, safe, and functional at all times for our patrons.

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

No.

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

Over the years, we have added more parkland and facilities, but have not added additional staff. We are also responsible for maintaining a four-diamond Little League complex, a six-field soccer complex, more trails, more parklands, and the City Deck.

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

When vacancies occur in this classification, we are unable to meet all of the maintenance needs of our parks and facilities. As positions become vacant, we prioritize and reprioritize our daily work. The effect is that many of the services that we provide to the public are being performed less frequently.

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

The overall service would be reduced. We have tried to lessen the obvious impact by reprioritization.

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

Contracting for various maintenance services would need to be explored. Costs would be dependent on the service contracted. The Park Maintenance Worker performs a wide range of services during a calendar year, therefore making it difficult to replace a single position by contracting.

9. Are there union issues?

No.

10. Other supporting comments.

Since 2001, the Parks Division has been responsible for maintaining the following added facilities: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park; several parcels along the Baird Creek Greenway; 16 acres of turf at Bay Beach Park; a new boarded hockey rink; a four ball diamond softball complex; a six-field soccer complex; the City Deck; the Zippin Pippin, Sea Dragon, Bay Beast, Rockin' Tug, and Falling Star amusement rides; as well as several miles of trails.

We have assumed the work at the additional facilities while seeing a reduction in staff of 6 Park Maintenance Workers and 12 fewer seasonal positions since 2006. With future maintenance responsibilities sure to come, we will fall further behind in our efforts to provide the most basic of services if we do not maintain our staffing levels accordingly.

**Position Fill Request
Justification Report
December 9, 2020**

Position Title: Mechanic Foreperson (Police Department)

- 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**

Position is vacant due to the retirement of Dean Simon effective 12/18/2020.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**
Yes, this position is budgeted. The wage range is \$26.91-\$31.65.

- 3. Please list the functions and any special information regarding this position.**
The Mechanic Foreperson plays an important role in scheduling, repair and maintenance of Police Department vehicles and equipment.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
No, this position does not generate revenue. However, the Mechanic Foreperson makes decision regarding how to repair vehicles and equipment in the most cost efficient manner.

- 5. Please explain why current staff is unable to absorb duties of this position.**
The Mechanic Foreperson is responsible for daily oversight of activities, leading problem-solving, and communication between Mechanics and the Operations Lieutenant.

- 6. If duties of position are presently being done, how are they done?**
By the incumbent until his retirement.

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

- 8. What are the alternative methods and costs of accomplishing the work?**
The Police Department is short one Mechanic due to this vacancy. With only 4 Mechanics, that is a 25% loss in work productivity. Work will become backlogged and overtime may be required.

- 9. Are there union issues?**
No

- 10. Other supporting comments.**

**Position Fill Request
Justification Report
January 7, 2021**

Position Title: Records Clerk

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 for Becky DeWolfe who retired effective December 31, 2020.

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

Yes, this position is included in the current budget. Wage range is \$17.65-\$20.76/hour.

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

Records clerical support, validating/processing police reports and citations.

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

Yes, in terms of citations and arrests. When citations are not processed in a timely manner, it impacts Municipal Court and revenues.

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

Due to the volume of reports and citations. The Records Division has lost 2 full time positions off the Table of Organization over the last 2 years.

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

By other Records Clerks.

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

Entering police records and arrests to maintain data available to law enforcement officers, courts and other government agencies. Processing citations to forward to Municipal Court. Internal and external customer service.

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

Overtime assignments filled by the current staff as a short term fix, but this is not a feasible long-term solution.

9. **Are there union issues?**

No

10. **Other supporting comments.**

None

**Position Fill Request
Justification Report
January 7, 2021**

Position Title: Engineering Aide

- 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 for Ann Behnke who resigned on January 5, 2021.

- 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. Wage range: \$18.73 - \$23.96/hour.

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

- Inspects routine public works construction projects for compliance with the plans and specifications for the project.
- Performs sanitary sewer and storm sewer CCTV review, makes preliminary determination as to defects and possible repairs necessary.
- Performs CAD and manual drafting assignments and other office work as directed.
- Prepares necessary reports and maintains records related to inspection of public works construction projects.
- Performs concrete field testing and coordinates and schedules testing of materials with material testing consultant
- Operates surveying, concrete testing, and other equipment as necessary.
- Assists Engineering Technicians on engineering surveys by serving as an instrument person, and rod person, and by performing other manual tasks such as driving stakes, clearing brush from survey lines, and searching for survey monuments as directed.
- Works with other City Departments to coordinate and assist with various Public Works projects/programs

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

The position does not generate revenue.

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

One (1) Engineering Aide was eliminated from the staff in 1997 as well as a related Engineering Technician position in 2007. Although engineering operations have been improved by technology, the size of the City continues to grow and the number of infrastructure projects has continued to increase over the last few years.

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

Remaining staff are attempting to continue doing the primary duties and tasks in as efficient manner as possible. Presently, the assigned duties and tasks are not being completed.

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

If the position would be eliminated, construction inspection of critical City infrastructure would be reduced, potentially resulting in added future maintenance issues and costs. Other staff that are already very busy, would need to assist, reducing construction inspection on other infrastructure projects. Additionally, construction plan drafting needs would also be impacted.

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

Consultants are used to supplement staff for specialized projects. However, it is more cost effective, and better continuity is maintained, with a City employee that knows and understands DPW Engineering policies and procedures.

9. Are there union issues?

None.

10. Other supporting comments.

**Position Fill Request
Justification Report
January 7, 2021**

Position Title: Maintenance Specialist II/Mechanic

- 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

Paul Moran is retiring effective January 18th, 2021.

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

This is a position funded in the 2021 budget with 12% in the General Fund 101: Division 630 Parks and 88% in the Storm Water Management Fund. The current salary is between \$24.74 - \$29.09 per hour.

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

This position is responsible for year-round repair and maintenance of Park and Forestry vehicles and equipment.

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

No.

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

Vehicle and equipment repairs are done to ensure preventive maintenance has taken place. This position also works on deferred maintenance projects and the Bay Beach rides during the on and off season's to assist with ensuring all equipment meets safety and production standards. Position also are fabricator's for special products and needs throughout the Park and Rec properties.

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

All duties are done by the five current Park technicians and one from Forestry. However, we are still behind on repairs to vehicles, equipment because of the reduction in spending during 2020 due to the pandemic and reduced revenue.

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

Park, Forestry and Bay Beach equipment would be down for unacceptable periods of time. These are the same people who also perform safety evaluations of Park and Forestry Equipment, and we do not want to reduce the safety of park patrons and other City employees.

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

Having a fully staffed mechanical operation is, by far, the most efficient and economical method of inspecting, repairing and improving Park, Forestry and Bay Beach equipment. The vehicles, rides and equipment at Bay Beach that our mechanics maintain are so diverse and eclectic that it would (and does) take years of experience to do the job properly.

9. Are there union issues?

No.

10. Other supporting comments.

In order to have our Park Department Vehicles and Equipment maintained and available for all of our Vehicles and equipment our Parks and Forestry Department are able to perform all the necessary upkeep to include tree trimming and removal, cutting mowing, etc., of all of our Parks, trails and greenways.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # T.2

To approve the wage agreement between the City of Green Bay and International Brotherhood of Electrical Workers (IBEW) Local 158 with a 1% general salary increase effective with the start of the pay period in which October 1, 2021 occurs.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021 IBEW Agreement Final Clean Version

Agreement Between

City of Green Bay

And

City of Green Bay

International Brotherhood of Electrical Workers

Local No. 158

(Department of Public Works
Electrical Division)

2021

Agreement Between

City of Green Bay

And

International Brotherhood of Electrical Workers

Local No. 158

2021

AGREEMENT

This Agreement has been made and entered into between the City of Green Bay, hereinafter referred to as the "City" and Local 158, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

The City agrees to recognize representatives of Local 158, IBEW, as the exclusive bargaining agent for all issues specifically addressed in this Agreement, for all its employees in the Department of Public Works as defined in the certification issued by the Wisconsin Employment Relations Board on August 13, 1964.

ARTICLE 2 TERM OF AGREEMENT

This Agreement will become effective as of January 1, 2021 and remain in full force and effect up to and including December 31, 2021.

ARTICLE 3 WAGES AND RATES

Attached hereto and marked Appendix A is the City Pay Plan schedule showing the classifications and the wage rates of the employees covered by this Agreement. The wage rates include a 1% increase effective October 1, 2021. The City and Union agree that during the term of this contract if the general employees receive a general wage increase, stipend, or similar pay that exceeds or is less than 1% effective on October 1, 2021 that the Union will receive the same wage increase, stipend, or similar pay consistent with the general employees. It is mutually agreed that said City Pay Plan Schedule and the contents hereof will constitute part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, approved by IBEW Local 158 on _____ and by the City Council on _____.

City of Green Bay

**Local 158, International Brotherhood of
Electrical Workers**

Mayor

Business Manager, Local 158

Human Resources Director

City Clerk

**APPENDIX A
WAGE RATE**

International Brotherhood of Electrical Workers
Local No. 158

CITY PAY PLAN

Placement on a step of the new schedule is in accordance with the procedures approved by the City Council for placing employees on a step of the City Pay Plan.

CLASSIFICATIONS IN ACCORDANCE WITH CITY PAY PLAN

October 1, 2021

Pay Grade: J

✦ Electrician Foreperson

Pay Grade: I

✦ Electrician

WAGES IN ACCORDANCE WITH CITY PAY PLAN

October 1, 2021

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range
J	\$29.37	\$30.23	\$31.09	\$31.96	\$32.81	\$33.68	\$34.54	\$34.55 - \$39.72
I	\$27.18	\$27.96	\$28.77	\$29.56	\$30.37	\$31.15	\$31.97	\$31.98 - \$36.76

The Following Guidelines Are For Informational Purposes and Not Subject To Bargaining

- **STEP PROGRESSION:** Employees are eligible for an annual step increase, unless otherwise agreed to by the Department Head and Human Resources Director, until they reach Step 7 of the appropriate pay grade, provided the employee's overall performance is rated at meets expectations or higher. Requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- Employees hired at Step 1 will be eligible for a step increase after 6-months of employment and thereafter will be eligible for annual increases. Employees hired at Step 2 or higher will be eligible for a step increase after 12-months of employment. All requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- **PERFORMANCE INCREASES:** Once an employee reaches Step 7 of the appropriate pay grade, the employee is eligible for a 1% annual increase to the maximum of the range based on the following criteria.
 - a. Performance rated overall as 'Meets Expectations'.
 - b. Other arrangements between Employee, Department Head and Human Resources Director.

Requests for a performance range increase must be accompanied by a written performance review and recommendation by Department Head or designee.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # T.3

To hold the request by Ald. Brian Johnson to the Personnel Committee for an update on the alderperson orientation program that was submitted approximately two years ago.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

TARL KNIGHT
Complainant

vs.

JOHN S. VANDERLEEST
Respondent

SUPPORTING ARGUMENT FOR OBJECTION TO DISMISSAL

I, the Complainant, recently objected to a recommendation made to the Green Bay Common Council to dismiss the formal complaint concerning John S. Vanderleest, the Respondent, blocking and deleting constituents' social media posts, comments, and accounts. I am submitting a final argument supporting both the objection and original formal complaint which were filed.

I. Background.

Between 2016-2020, Vanderleest prompted constituents through his official social media account to post and comment opinions regarding city-related issues such as taxes and parking. Vanderleest subsequently blocked and deleted them simply because he disagreed with them. Although Vanderleest's counsel has attempted to argue away the charges by claiming the constituents' posts and comments contained injurious material, proof has never been provided to support his claim. Further, constituents were never removed for violating any terms or conditions of the respective social media platforms themselves.

Comparatively, supporting documents have been provided which prove constituents' claims of being blocked and deleted by Vanderleest. And further, since the filing of the initial formal complaint, Vanderleest has completely removed his official government social media account, causing great difficulty with the comparison of which posts, comments, and accounts were removed and which of them remain.

As the internet has become a public place for people to communicate with representatives, social media has become a modern public forum and their posts and comments a form of testimony – particularly so due to social distancing during a worldwide pandemic.

The conduct at issue – blocking and deleting citizens' well-meaning, relevant posts and comments regarding community issues – violates the basic standards set by the City of Green Bay's Code of Conduct for local officials and their official government social media accounts as well as several federal First Amendment cases which have affirmed such action to constitute a constitutional violation.

II. Sections of the City of Green Bay's Code of Conduct support such an action against Vanderleest.

The argument to absolve Vanderleest by dismissing the formal complaint has been centred around the specificity of the City of Green Bay's Code of Conduct, which addresses how alderpersons are meant to interact with their constituency. But although the Code of Conduct has not been reformed or modernised to address social media and the internet specifically, dismissal has not been warranted. Whether or not it's specifically mentioned, the Code of Conduct still applies to social media and other areas of the internet. Public interactions with constituents which occur via the internet still matter as much as personal interactions.

Section 4 of the City of Green Bay's Code of Conduct states:

"No signs of partiality, prejudice, or disrespect should be evident on the part of individual Council members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony. The Council members are expected to demonstrate, both publicly and privately, their honesty and integrity, and to be an example of appropriate and ethical conduct. All Council members should convey to the public their respect and appreciation for the public's participation, input, and opinions."

The selection being referenced belongs to the preamble of Section 4, titled "Elected Official Conduct Towards the Public". Although social media platforms and the internet are not yet specifically addressed with their own subsection, the preamble still applies to how officials interact with the public through social media and the internet. As a matter of interpretation, by not specifying its own definitions of "public forum" and "public testimony", the preamble still has the potential to be interpreted as applying to the conduct at issue.

As stated, the internet has become a public place for people to communicate with public officials, social media has become a modern public forum, and posts and comments have become a form of public testimony.

Further, Section 1 of the City of Green Bay's Code of Conduct states:

"[M]embers of the Common Council and Mayor shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their City position or authority improperly or for personal gain."

Whether or not Section 4 specifically addresses the conduct at issue, Section 1 still maintains such action by Vanderleest to violate the standards of City of Green Bay public officials.

III. Federal courts have set a legal precedent supporting such an action against Vanderleest.

Several federal cases have proven such transgressions as were made by Vanderleest to be unconstitutional violations of the First Amendment, such as *Knight First Amendment Institute vs. Trump* (2019) and *Davison vs. Randall* (2019).

Federal courts affirmed public officials' social media accounts to indeed constitute public forums, citing *Davison vs. Randall* (2019):

“Public officials may not retaliate against speech they dislike by suppressing expression on social media... The suppression of critical commentary regarding elected officials is the quintessential form of viewpoint discrimination against which the First Amendment guards.”

Further, citing *Knight First Amendment Institute vs. Trump* (2019):

“[T]he First Amendment does not permit a public official who utilizes a social media account for all manner of official purposes to exclude persons from an otherwise open online dialogue because they expressed views with which the official disagrees.”

Such federal cases provide a clear, legal precedent – Vanderleest’s actions constitute a violation of the First Amendment.

IV. Conclusion – Hold Vanderleest accountable for blocking and deleting constituents’ social media posts, comments, and accounts, violating their constitutional freedoms to communicate via social media platforms and other modern public forums.

The aggrieved parties are well-meaning, taxpaying, Green Bay citizens whose claims have been supported by proof. They have continued to pay for Vanderleest as their representative with their tax dollars only to be blocked, deleted, and banned by him, rendering his official government social media account totally unavailable to them. Several constituents were banned for years for simply being participants to discussions about their community and local government.

By prompting constituents to publicly post and comment their opinions and concerns about issues but then subsequently banning them for disagreeing, Vanderleest acted against the standards set not only by numerous sections of the Code of Conduct but also by several federal First Amendment cases.

I, the Complainant, maintain the actions of John S. Vanderleest, the Respondent, to have constituted suppressive behaviour which not only violates Sections 1 and 4 of the City of Green Bay’s Code of Conduct but also the First Amendment of the United States Constitution, which protects citizens’ freedoms of speech, assembly, and protest via social media.

The formal complaint filed holds merit, and the Complainant urges you to hold the Respondent accountable for transgressions made against taxpaying constituents of the City of Green Bay.

Thank you,

A handwritten signature in black ink, appearing to read 'Tarl', with a stylized flourish extending from the end.

Tarl Knight

TARL KNIGHT
Complainant

vs.

JOHN S. VANDERLEEST
Respondent

OBJECTION

I, the Complainant, am filing a motion to object to the recent recommendation to dismiss the formal complaint made against John S. Vanderleest, the Respondent.

Such material as has been blocked and/or deleted by the Respondent concerned serious, community-related issues. Much of the material was prompted by the Respondent asking constituents to post and comment with their opinions. None of the material at issue contained any amount of profanity or insulting material. The blocking of the aggrieved parties and the deletion of their posts, comments, and concerns has been corroborated and proven through submissions made by the Complainant while filing the formal complaint.

I argue the conduct at issue – blocking and/or deleting citizens’ well-meaning, relevant posts and comments regarding city issues – violates the basic standards set by the City of Green Bay’s Code of Conduct for public officials and their government social media accounts. As the internet has become a public place for people to communicate with their representatives, social media has become a modern public forum and their posts and comments a form of testimony – and particularly so due to social distancing during the pandemic.

The recent recommendation to dismiss the formal complaint was apparently made due to the Code of Conduct lacking the specificity of addressing social media and the internet. But while I agree it’s time for the City of Green Bay to modernise by both providing officials with mandatory social media and internet instruction as well as reforming the Code of Conduct and social media policies to address social media and the internet specifically, I disagree with their determination about the matter.

Section 4 of the City of Green Bay Code of Conduct states:

“No signs of partiality, prejudice, or disrespect should be evident on the part of individual Council members toward an individual participating in a public forum. Every effort

should be made to be fair and impartial in listening to public testimony. The Council members are expected to demonstrate, both publicly and privately, their honesty and integrity, and to be an example of appropriate and ethical conduct. All Council members should convey to the public their respect and appreciation for the public's participation, input, and opinions.”

The selection being referenced belongs to the preamble of Section 4, titled “Elected Official Conduct Towards the Public”. The section also contains subsections A, B, C, and D, all of which address specific scenarios of interacting with the public. Although social media platforms and the internet are not yet specifically addressed with their own subsection, I argue the preamble still applies to how officials interact with the public through social media and the internet. As a matter of interpretation, by not specifying its own definitions of “public forum” and “public testimony”, the preamble still has the potential to be interpreted as applying to the conduct at issue.

As stated, the internet has become a public place for people to communicate with public officials, social media has become a modern public forum, and posts and comments have become a form of public testimony.

I also argue the conduct at issue violates Section 1.

Section 1 of the City of Green Bay Code of Conduct states:

“[M]embers of the Common Council and Mayor shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their City position or authority improperly or for personal gain.”

By asking taxpaying constituents to publicly post and comment their own good-faith opinions and concerns about issues but then deleting and blocking them for disagreeing, the Respondent behaved with concerning amounts of bad faith and without the virtues set by the Code of Conduct.

I, the Complainant, maintain the actions of the Respondent have constituted habitually suppressive behaviour which automatically and categorically violate the City of Green Bay's Code of Conduct. The formal complaint filed against the Respondent holds merit, and the Complainant urges for the City of Green Bay to hold the Respondent accountable.

Thank you,

A handwritten signature in black ink, appearing to read 'Tarl', with a long, sweeping horizontal stroke above the letters.

Tarl Knight

T. Knight, Complainant

vs.

John Vanderleest, Alderman, Respondent

ARGUMENT SUPPORTING ACCEPTANCE OF THE ETHICS BOARD DECISION (1st complaint)

I. The Ethics Board decided after hours of hearings and several briefs that it did not have the authority and jurisdiction to police the social media activities of city council members.

The Ethics Board concluded that there was nothing in the current code of ethics regulating the social media use of council members. Mr. Knight was asking the board to re-write the ordinance to cover this area and apply retroactively.

The Ethics Board does not have the power to legislate. The City Council DOES have this power, but cannot apply it retroactively to Mr Vanderleest.

Essentially, if the city council wants to amend the code of ethics to apply to social media, it may do this. This change will only have applicability for the future.

II. The appropriate city council decision is to support the ethics board decision.

The decision of the Ethics Board in its findings of fact, conclusions of law, and judgement is the longest I have witnessed in my several decades of law practice. It was a mammoth effort by a board of volunteers.

The Ethics Board considered the legal ramifications of the allegations in considerable depth by reviewing written arguments and oral arguments. This encompasses many hours of time by the Ethics Board, the city's law department, and special counsel Kalny.

The city council should not cast off the decision of the board lightly, as Mr. Knight suggests. He merely repeats arguments that were considered and rejected by the board.

In the final analysis, there is little reason for the council to have administrative bodies if it refuses to follow their recommendations.

III. The Knight complaints are part of pattern of harassment

A list of the complaints filed by Mr. Knight against council member Vanderleest is attached as Exhibit 1. In addition, Vanderleest was the subject of another complaint. All the complaints have been dismissed.

A quick review of the chronology of the complaints indicates J. Vanderleest has been under a cloud of meritless ethics complaints for about a third of the current term. This is not acceptable conduct in a representative democracy.

The ethics complaint has been weaponized as a political attack to take place between elections. The ethics code is in desperate need of revision to stop this.

IV. Conclusion

In conclusion, the foregoing arguments present a strong case for the city council to accept the recommendations of its ethics board. Moreover, the same arguments present a substantial rationale for the immediate revision of the city's ethics code.

Respectfully submitted to the Green Bay City Council,

Robert J. Miller

Rob Miller
Attorney for Council Member J. Vanderleest.
1/12/2021

Exhibit 1

Sheet1

List of Complaints
Filed by T. Knight
against
J. Vanderleest

		disposition	No.
	04/21/20 1 st complaint filed with City of Green Bay re: social media	dismissed on 11/13/2020	1
or thereabouts	04/21/20 1 st complaint filed with with Brown County against County Supervisor J. Vandeleest	dismissed about 05/15/20	2
	12/04/20 objection to City Council approval of ethics board recommendation	pending	3
	12/04/20 2 nd complaint filed with City of Green Bay re: allegations of conflict of interest	01/06/21	4

Additional Complaint			
	2018 complaint by Z. Van Oss to City of Green Bay against council member Vandeleest	dismissed by ethics board in 2018	5

TARL KNIGHT
Complainant

vs.

JOHN S. VANDERLEEST
Respondent

SUPPORTING ARGUMENT FOR OBJECTION TO DISMISSAL

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I. Background.

Between 2016-2020, Vanderleest prompted constituents through his official social media account to post and comment opinions regarding city-related issues such as taxes and parking. Vanderleest subsequently blocked and deleted them simply because he disagreed with them. Although Vanderleest's counsel has attempted to argue away the charges by claiming the constituents' posts and comments contained injurious material, proof has never been provided to support his claim. Further, constituents were never removed for violating any terms or conditions of the respective social media platforms themselves.

Comparatively, supporting documents have been provided which prove constituents' claims of being blocked and deleted by Vanderleest. And further, since the filing of the initial formal complaint, Vanderleest has completely removed his official government social media account, causing great difficulty with the comparison of which posts, comments, and accounts were removed and which of them remain.

As the internet has become a public place for people to communicate with representatives, social media has become a modern public forum and their posts and comments a form of testimony – particularly so due to social distancing during a worldwide pandemic.

The conduct at issue – blocking and deleting citizens' well-meaning, relevant posts and comments regarding community issues – violates the basic standards set by the City of Green Bay's Code of Conduct for local officials and their official government social media accounts as well as several federal First Amendment cases which have affirmed such action to constitute a constitutional violation.

II. Sections of the City of Green Bay's Code of Conduct support such an action against Vanderleest.

The argument to absolve Vanderleest by dismissing the formal complaint has been centred around the specificity of the City of Green Bay's Code of Conduct, which addresses how alderpersons are meant to interact with their constituency. But although the Code of Conduct has not been reformed or modernised to address social media and the internet specifically, dismissal has not been warranted. Whether or not it's specifically mentioned, the Code of Conduct still applies to social media and other areas of the internet. Public interactions with constituents which occur via the internet still matter as much as personal interactions.

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The selection being referenced belongs to the preamble of Section 4, titled "Elected Official Conduct Towards the Public". Although social media platforms and the internet are not yet specifically addressed with their own subsection, the preamble still applies to how officials interact with the public through social media and the internet. As a matter of interpretation, by not specifying its own definitions of "public forum" and "public testimony", the preamble still has the potential to be interpreted as applying to the conduct at issue.

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Whether or not Section 4 specifically addresses the conduct at issue, Section 1 still maintains such action by Vanderleest to violate the standards of City of Green Bay public officials.

III. Federal courts have set a legal precedent supporting such an action against Vanderleest.

Several federal cases have proven such transgressions as were made by Vanderleest to be unconstitutional violations of the First Amendment, such as *Knight First Amendment Institute vs. Trump* (2019) and *Davison vs. Randall* (2019).

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Such federal cases provide a clear, legal precedent – Vanderleest’s actions constitute a violation of the First Amendment.

IV. Conclusion – Hold Vanderleest accountable for blocking and deleting constituents’ social media posts, comments, and accounts, violating their constitutional freedoms to communicate via social media platforms and other modern public forums.

The aggrieved parties are well-meaning, taxpaying, Green Bay citizens whose claims have been supported by proof. They have continued to pay for Vanderleest as their representative with their tax dollars only to be blocked, deleted, and banned by him, rendering his official government social media account totally unavailable to them. Several constituents were banned for years for simply being participants to discussions about their community and local government.

By prompting constituents to publicly post and comment their opinions and concerns about issues but then subsequently banning them for disagreeing, Vanderleest acted against the standards set not only by numerous sections of the Code of Conduct but also by several federal First Amendment cases.

I, the Complainant, maintain the actions of John S. Vanderleest, the Respondent, to have constituted suppressive behaviour which not only violates Sections 1 and 4 of the City of Green Bay’s Code of Conduct but also the First Amendment of the United States Constitution, which protects citizens’ freedoms of speech, assembly, and protest via social media.

The formal complaint filed holds merit, and the Complainant urges you to hold the Respondent accountable for transgressions made against taxpaying constituents of the City of Green Bay.

Thank you,

A handwritten signature in black ink, appearing to read 'Tarl', with a stylized flourish extending from the end.

Tarl Knight



Report to the
Sustainability Commission
of the City of Green Bay

MEETING DATE

January 19, 2021

AGENDA ITEM # V.I

To deny the installation of an electric vehicle charging station at Leicht Park utilizing excess Lambeau Field Stadium tax grant funds.

BACKGROUND

RECOMMENDATION

Melissa Schmitz suggests an action by the commission to not install an EV charging station at Leicht Park.

FISCAL IMPACT

ATTACHMENTS

None

Detail Summary of Projects Issued

12/1/2020 to 12/31/2020

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
102944	3343 COTTAGE HILL DR..22-2136	JOE AND BARB WEININGER		\$1,533.59	\$410,000.00	Pending
[1-101 - Residential - New - Single Family House] EC Approval 12/7/20						
102974	3386 LARGO RIDGE CT..21-8227	BASTEN FAMILY REAL ESTATE PROPERTIES LLC		\$1,272.20	\$310,000.00	Pending
[1-101 - Residential - New - Single Family House] EC Approved 12/3/20						
102999	1806-1808 SAHARA DR..6-2702	ORP REAL ESTATE HOLDINGS LLC		\$1,136.48	\$350,000.00	Pending
[1-101 - Residential - New - Single Family House] NO Ec required see drag file						
103081	2925 GRAND CYPRESS LN..22-2052	TJDM LLC		\$1,459.52	\$300,000.00	Pending
[1-101 - Residential - New - Single Family House] SGNL.FAM.,1-STRY., ATT.GARAGE, EC approved 12/22/20						
101820	3131 W OTTERTAIL CT..21-5408	JOSHUA D & STEPHANIE M CARLSON		\$277.20	\$14,400.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ELECTRICAL FOR BASEMENT REMODEL, FAMILY ROOM, OFFICE AND BATH						
102889	1616 GROSS AV..1-2138	LAVESA M GLOVERVERHAGEN, ETAL		\$258.87	\$44,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMANET FINISH EGRESS WINDOW INSTALLED DIFF CONTRACTOR P#102978						
102908	1254 THORNDAL ST..1-2178	HOME FIELD ADVANTAGE LLC		\$356.60	\$20,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Interior Remodel						
102975	2977 CARAVAN CT..6H-2924-1	TIFFANY M & MICHAEL L HOWARD		\$155.00	\$2,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Basement Finish						
102978	1616 GROSS AV..1-2138	LAVESA M GLOVERVERHAGEN, ETAL		\$50.00	\$3,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Egress Window						
102979	724 PARK ST..18-1355	REAL ESTATE VENTURES LLC		\$276.36	\$6,100.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Remove old meter base on outside of house and install new meter base. Remove 60 amp fuse panel in basement and install new 100 amp breaker panel in basement. NO FLOOR PLAN CHANGES						
102985	2917 GRAND CYPRESS LN..22-2051	GARY L & NANCY J SALMON LIVING TRUST		\$281.95	\$26,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Basement Finish						
103001	2777 QUEEN ANN CT..6H-3355	ERICA L & ADAM S FARIS		\$50.00	\$3,600.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] No bedroom at this time						
103013	727 WINFORD AV..18-375-A	KATHLEEN M WETTENGEL		\$314.51	\$500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] RESTORE ELECTRICAL SERVICE AFTER FIRE						
103014	402 S ROOSEVELT ST..14-1023	JAVIER GOMEZ		\$50.00	\$1.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] Return back to unfinished basement per complaint #112691						
103032	2345 SUNRISE CT..21-820-R-28	BARRY J & BARBARA A HOMRIGHAUS		\$50.00	\$4,000.00	Pending

[2-434 - Residential - Alteration - 1 -2 Family House] Egress Window

103046	817 LINDEN DR..21-2144-F-5	JULIO ESPARZA	\$301.40	\$35,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] Panel is currently in bathroom. Will extend service entrance wires on exterior of house to relocate panel in bedroom downstairs and then use old panel as junction box for refeeding existing circuits.

103094	3271 SITKA ST..21-7105	AUSTIN M & AMANDA E BLOCK	\$183.81	\$340,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] remodel bath bedroom,HALL WAY CLOSET,LIGHTING, GAS LINE

103109	2930 FINGER RD..21-144-1	STEVEN L & DEBORAH WIESMAN	\$220.00	\$7,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] two rooms no ceiling

103115	738 S JACKSON ST..14-568	738 S JACKSON LLC	\$205.00	\$50,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] Kitchen and Bath

103133	143 COLT CT..21-3658	MUENSTER PROPERTIES LLC	\$190.66	\$17,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR RENOVATIONS

103159	2614 SAGE DR..21-7631	KYLE W & AMY N MCMAHON	\$284.42	\$52,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

103160	2738 ARTESIAN WAY..21-6671-5	CHERI & CURTIS WAINWRIGHT	\$292.40	\$40,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH

102671	1218 LIME KILN RD..21-461-2	ISAURO ZENDEJASMORALES	\$50.00	\$600.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] FRONT PORCH

102932	1006 CLINTON ST..2-685-A	TAYLOR KALLIAN	\$50.00	\$600.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] NO EC needed using existing footings

102963	1414 WIESNER ST..6-293-B-1	CAROL VALLIER	\$100.00	\$1.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] NEW 8' x14' DECK BETWEEN HOUSE AND GARAGE

102964	819 N ASHLAND AV..18-581	EBINAL RENTALS LLC	\$50.00	\$1.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

103035	1118 TARA MARIE CT..6H-4237	JEFFREY S & SUSAN L HOUSE	\$100.00	\$11,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] Diamond piers for this project no EC

103051	3167 WEST POINT RD..6H-4201	LEMENSE QUALITY HOMES INC	\$100.00	\$2,909.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] NO EC NEEDED DIAMOND PIERS

103084	2787-2789 WEST POINT RD..6H-2401	TRAVIS ENTERPRISES REVOCABLE LIVING TRUST	\$100.00	\$5,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] 2 Rear Decks

103087	1339 GROSS AV..1-301	ANDREW J BASTEN	\$50.00	\$800.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] Rear porch

103105	1765 WESTERN AV..6-122-A	JEFFERY J & STEPHANIE J ANDERSEN	\$75.00	\$4,606.64	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] RAMP

102608	820 WILSON AV..18-357	THERESA P KENNEDY	\$100.00	\$2,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] Double fee work without permit

102777	449 ROBERT LN..21-3869	EDUARDO NAVARROTORRES	\$50.00	\$4,500.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] Replace driveway

102818	3567 BLACK SHEEP WAY..21-8383 [11-1 - Fence (Residential)] Chain Link Fence	ROBERT M & LYNETTE A KIEHNAU	\$50.00	\$4,400.00	Closed
102984	2146 WOODCREST DR..6H-3272 [11-1 - Fence (Residential)] 6' White Vinyl Fence	RICHARD L & CYNTHIA L DEMRO	\$50.00	\$7,850.00	Pending
102987	3002 BROOK PARK DR..21-361-1 [11-1 - Fence (Residential)] 6' Tall White Privacy Fence	ADRIANA & VICTOR M PATINO	\$50.00	\$11,235.00	Closed
102988	1125 LOCH DR..6-559 [11-1 - Fence (Residential)] 6 ft Solid Privacy Fence	DORWIN B TEVEBAUGH SURVIVOR'S TRUST	\$50.00	\$4,270.00	Pending
102993	1121 GOODELL ST..17-1014 [11-1 - Fence (Residential)] 5' HIGH CHAIN LINK FENCE BACK YARD	CORINNE LARSON	\$50.00	\$1,100.00	Pending
102995	914 CROOKS ST..14-782 [11-1 - Foundation Repair (Residential)]	BARBARA A SCHMITT	\$50.00	\$19,500.00	Pending
102997	2259 LAKESIDE PL..21-903 [11-1 - Fence (Residential)] FENCE ON ONE SIDE OF THE YARD	NICKY PLEMENTOSH	\$50.00	\$4,500.00	Pending
103017	965 DENIS PL..3-545 [11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR	LARRY L & ANN J REEVES	\$50.00	\$12,190.00	Closed
103033	423 E LE CAPITAINE CIR..21-4412 [11-1 - Garage/Carport/Shed (residential)] Expand driveway/ patio	BRIAN & APRIL KOEPP	\$50.00	\$3,000.00	Pending
103053	2988 DURHAM RD..22-1779 [11-1 - Fence (Residential)] REAR YARD FENCE	MARGARET L & MATTHEW A REICHWALD	\$50.00	\$11,000.00	Pending
103056	632 GEORGE ST..21-1925 [11-1 - Driveway Replacement and/or Expansion (Residential)] REPAIR GARAGE WALL	CLARENCE E CHARLES	\$75.00	\$1.00	Closed
103058	631 S CLAY ST..14-1131 [11-1 - Driveway Replacement and/or Expansion (Residential)] new 26'X36' garage and driveway	DANIEL L FITZGERALD	\$169.92	\$20,000.00	Pending
103086	3641 STANFORD DR..21-7297 [11-1 - Swimming Pool (Residential)] Above ground pool	LAUREN & BRANT D PEARSON	\$150.00	\$6,063.76	Pending
103088	846 S ONEIDA ST..2-1159 [11-1 - Foundation Repair (Residential)] Repair Foundation	GINA J PILGRIM	\$50.00	\$4,950.00	Closed
103089	725 ROY AV..18-1410 [11-1 - Foundation Repair (Residential)]	ANN NOLAN	\$50.00	\$6,210.00	Closed
103090	1132 CHICAGO ST..14-1072 [11-1 - Fence (Residential)] replace existing fence on west side	GWEN A & DANNY J GREEN	\$50.00	\$5,170.00	Pending
103108	1115 11th AV..1-245 [11-1 - Garage/Carport/Shed (residential)] Concrete driveway and patio	DORIS M FENNER	\$50.00	\$9,000.00	Pending
103141	1435 KURTZ AV..17-1086 [11-1 - Fence (Residential)] Rear yard Fence	TERRANCE P LOEPFE	\$50.00	\$2,300.00	Pending
103167	1122 E WALNUT ST..14-279	CAULLEN OMDAHL	\$50.00	\$9,000.00	Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] Garage Repair Car Damage

103168	616 SCHOEN ST..21-2485	MELBIN MEJIA, ETAL	\$50.00	\$3,900.00	Pending
[11-1 - Fence (Residential)] Chain link Fence					
102432	1018 ROLLING GREEN DR..6H-3705	RITA & PHILIP N SCHOUNARD	\$524.28	\$60,200.00	Pending
[30-434 - Commercial - Addition - Multi-Family of 3 or More Units] Home Based occupation space(prepare kitchen) -OK per Brown Cty Health department.					
103110	920 HOLSCHUH LN..21-4464	AMBER & CRAIG S REID	\$301.38	\$86,000.00	Pending
[30-434 - Commercial - Addition - Multi-Family of 3 or More Units] POOL ROOM EC approved 12/22/20					
103169	1184 WESTERN AV..3-1218	WESTERN TRAILS APARTMENTS LLC	\$70.00	\$3,500.00	Pending
[30-434 - Commercial - Addition - Multi-Family of 3 or More Units] GUARDRAILS ON EXTERIOR RAMP					
100123	2370 E MASON ST..21-126-8	ENDF3DK LLC	\$2,109.01	\$550,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
102864	123 S MILITARY AV ..6-251-D	131 S MILITARY AVENUE LLC	\$724.11	\$22,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Change from M to B as Performance LLC					
103044	239 N BROADWAY..4-67	TOHO PROPERTIES LLC	\$813.32	\$20,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Retraining space to shell status					
102587	1065 DISCOVERY RD..21-180-4	VALACAL CO	\$158.36	\$82,000.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commercial)] No EC / SW					
102607	1253 MATHER ST..5-1318-C	GREEN BAY HMONG ALLIANCE CHURCH ETC	\$140.00	\$40,000.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commercial)] Double fee work already started					
102896	2210 MAIN ST..21-455-1	DJL INVESTMENTS LLC	\$140.00	\$25,000.00	Pending
[34-1 - Cell Tower - Alteration to Existing (Commercial)]					
102989	1681 DECKNER AV..21-1205-2	S & G RENTALS LLC	\$120.00	\$1,000.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commercial)] NO SW OR EC					
103164	1330 E WALNUT ST..14-240	TRACY YTTRI	\$50.00	\$3,900.00	Pending
[34-649 - Demolition - Interior (Commercial)] Raze Garage					
102958	417 N OAKLAND AV..5-1473	JASON J & JENNIFER A MAGYAR	\$50.00	\$1,000.00	Pending
[40-1 - Electrical Service - Change (Residential)] MOVE METERBASE, SAME AMPERAGE					
102977	1061 CLAYTON PL..21-417-2	XIAO DONG, ETAL	\$50.00	\$1,200.00	Closed
[40-1 - Electrical Service - Change (Residential)] Remove 100 amp breaker panel in garage and install new 100 amp breaker panel in garage.					
102980	1103 N BUCHANAN ST..18-1015-7	GREGORY S & CHERYL L R LANNOYE	\$50.00	\$1,800.00	Pending
[40-1 - Electrical Service - Change (Residential)] Remove meter base and old fuse panel. Install new meter base on outside of house in back. Install new 100 amp breaker panel in basement.					
102981	1102 CASS ST..14-1147	TERRIE A WIEGAND	\$50.00	\$2,400.00	Pending
[40-1 - Electrical Service - Change (Residential)] Remove two meters outside, Fuse panels in basement. Install one 200 amp meter base on outside of house, install one 200 amp breaker panel in basement.					
102982	1956 DECKNER AV..21-2286-1	LAURIE A MINEAU	\$50.00	\$1,000.00	Closed
[40-1 - Electrical Service - Change (Residential)] Overhead to underground service change					
103008	831 RADISSON ST..20-678	GREEN BAY PACKAGING INC	\$500.00	\$385,000.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] Install Medium Voltage Wiring from GBP mill to GBP shipping and container.					

103012	1221 ROSCOE ST..1-423	ROSALINDE K BARKER, ETAL	\$50.00	\$1,200.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] UPGRADE EXISTING 60 AMP SERVICE TO 100 AMP. NEW 100 AMP MB PANEL, METER, SERVICE ENTRANCE CONDUCTORS AND RACEWAY. SERVICE LOCATION NOT CHANING. 1-1/4 PVC #1 AL WIRE, #6 CU GEC, 2 NEW GROUND RODS.					
103022	2680 NICOLET DR..22-170-5	SUSAN J & JEFFREY A HEGEMAN	\$50.00	\$2,000.00	Closed
[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE 60 TO 100 AMP					
103029	121 S QUINCY ST..14-335	CROOKED WOOD CORPORATION	\$50.00	\$2,000.00	Pending
[40-1 - Electrical Service - Change (Residential)] Remove two 100 amp meter bases on back of house and replace with one 200 amp overhead meter base. Remove two 100 amp main breaker panels in basement and replace with one 200 amp main breaker panel.					
103034	1222 S RIDGE RD..6-192-7	RICHARD & MARY BETH BALCH	\$50.00	\$1,900.00	Pending
[40-1 - Electrical Service - Change (Residential)] UPGRADE 60 AMP OVERHEAD TO SERVICE TO 100 AMP OVERHEAD SERVICE. BRING ALL BONDING & GROUNDING TO CODE.					
103040	1265 LOMBARDI AV..1-1841-A	GREEN BAY CITY OF LAMBEAU FIELD	\$70.00	\$500.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] WIRE AND RECONNECT WIRES FOR 4TH GENERATOR FOR TESTING TRAILER					
103048	850 9th ST..1-179	ALEXANDER H & BAO QIN HE & TIAN-YOU HU REVOCABLE LIVING TRUST	\$50.00	\$780.00	Closed
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] FIX ELECTRICAL REPAIRS PER CITY INSPECTION					
103052	915 LIME KILN RD..21-1359-1-7	MCR RENTALS LLC	\$70.00	\$2,000.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE 100 AMP TO 200 AMP					
103057	1792 SHAWANO AV..6-264-A-6	ST MARYS HOSPITAL MEDICAL CENTER OF GB INC	\$70.00	\$2,000.00	Closed
[40-1 - Electrical Service - Change (Residential)] 200 AMP SERVICE ON EXISTING EQUIPMENT GARAGE					
103064	2687 PARKWOOD DR..6H-3297	MICHAEL J & CATHERINE A DOBKOSKI	\$125.00	\$21,426.00	Pending
[40-1 - Solar Panels - Electric] New Roof Mount Solar System					
103066	1327 S LOCUST ST..6-205	BIGELOW THOMAS K LIVING TRUST	\$50.00	\$435.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REPAIR BROKEN MAST					
103068	1432 PORLIER ST..17-704	DONALD F & MARY ELLEN BEIROWSKI, TRUSTEE	\$70.00	\$5,000.00	Closed
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REMOVE INSIDE METERS, REPLACE 5 FUSE PANELS, INSTALL CIRCUIT BREAKERS					
103071	244 BAVARIAN CT..21-5913	STAMM LIVING TRUST OF 1999	\$50.00	\$800.00	Closed
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REPLACE BROKEN ELECTRIC METER					
103080	827 SPENCE ST..2-1352	MARK A HANSEN	\$50.00	\$2,200.00	Pending
[40-1 - Electrical Service - Change (Residential)] Service Change - Remove existing mast, meter socket and panel. Install 100 amp meter socket and conduit riser through roof. 100 amp 24 space panel					
103082	1234 CHANTEL ST..6-2039	JOHN & MARK STANISLAWSKI	\$50.00	\$1,200.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] ELECTRICAL PANEL UPGRADE AND REPLACE SWITCHES					
103095	1685 JUNIPER DR..21-1110-M-80	MYINT SOE	\$50.00	\$500.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 60 AMP TO 100 AMP					
103104	1675 WESTERN AV..6-120-D	KELLY A BOYCE	\$50.00	\$1,900.00	Pending
[40-1 - Electrical Service - Change (Residential)] UPGRADE 100 AMP SERVICE TO 200 AMP					
103113	836 MEACHAM ST..2-1307	KEITH ERDMANN	\$50.00	\$100.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] MISC ELECTRIC REPAIRS AS PER INSPECTION REPORT - CASE 115637					
103129	3026 SUMMER PL..6H-3602	ANNA M & JONATHAN A JESKE	\$50.00	\$3,500.00	Pending
[40-1 - Electrical Service - Change (Residential)] UPGRADE SERVICE & WIRE NEW HOT TUB					

103131	1665 NANCY AV..6-1241	REAL ESTATE VENTURES LLC	\$50.00	\$800.00	Closed
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REPLACE EXISTING DUPLEX RECEPTACLES WITH TAMPER RESISTANT RECEPTACLES.					
103139	1349 ELIZA ST..17-531	T O O LLC	\$50.00	\$3,000.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE AND MISC WIRING FOR REMODEL OF KITCHEN AND BATHROOM					
103155	1168 BOND ST..5-1308-A	CASTLE ROCK HOMES LLC	\$50.00	\$2,200.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] PANEL REPLACEMENT - DEMO EXISTING PANEL, METERBASE AND RISER. PROVIDE AND ISTALL 100 AMP MAIN BREAKER, 30 CIRCUIT PANEL IN EXISTING LOCATION					
103166	206 N DANZ AV..21-2090	RYAN J VANDELDELDE	\$50.00	\$400.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REPLACE ELECTRICAL PANEL					
103170	653 ST. JAMES CIR..21-1111-D-135	LAUREN E & MICHAEL T KIEFER	\$50.00	\$1,500.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE					
103176	715 N IRWIN AV..8-201	ENCOMPASS CHILD CARE INC	\$0.00	\$750.00	Closed
[40-1 - Electrical Service - Change (Residential)] REMOVE CURRENT RUSTED OUT OVERHEAD ELECTRICAL SERVICE AND REPLACE WITH NEW PRE-BUILT TRAFFIC CABINET ELECTRICAL SERVICE					
103178	1321 REBER ST..21-1596	MITCHELL B VANLANNEN	\$50.00	\$100.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] FIX VIOLATION NOTED BY INSPECTOR. COMPLAINT #115747					
102613	2215 IMPERIAL LN..21-3379-1	& MY BERKERR FAMILY LP	\$70.00	\$13,000.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] COMM BOILER					
102998	1224 PERROT ST..20-509	FERNANDO YANESROBLEDO, ETAL	\$50.00	\$2,007.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103015	906 RAYMOND ST..2-1400	SHANNON & BRENNEN BEACHLER	\$50.00	\$6,595.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] BOILER					
103020	1768 MAIN ST..21-1304	JOSKI PARTNERSHIP NO 1	\$70.00	\$5,912.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103021	2753 WEST POINT RD..6H-1227-4	KEITH A CARTIER	\$50.00	\$3,135.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103023	1647 DEBRA LN..21-1111-P-4	SYLVIA & DONALD R KLECZEWSKI	\$50.00	\$3,714.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103024	3030 COLLEEN DR..21-1111-D-225	GUENTHER & CHARLEEN P FOERSTER	\$50.00	\$7,209.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
103025	1632 MAIN ST..21-1961	DAN R & JANE M HERTEL	\$50.00	\$3,830.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103026	2976-2978 FINGER RD..21-5260	RG SCHULTZ RENTALS LLC	\$50.00	\$7,450.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AC					
103027	1441 NELSON ST..6-1156	DARNELL & KATHY L ADAMS MCINTOSH LIVING TRUST	\$50.00	\$7,100.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103028	806 S MILITARY AV..6-449	PLEMB PROPERTIES LLC	\$70.00	\$4,355.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					

103038	1095 SHADOW LN..1-2707	STAY GREEN BAY LLC	\$50.00	\$3,639.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] INFRARED GAS SPACE HEATER					
103041	1039 APHRODITE RD..21-4549	KRISTINA R & ERIK M BUTTERFIELD	\$50.00	\$6,400.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103049	545 LA PLANT ST..21-2144-10	DONALD E HARTEAU	\$50.00	\$7,600.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
103060	1615 NANCY AV..6-1267	DEBRA J SWIM	\$50.00	\$8,900.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
103061	1245 MAIN ST..8-264	J DARRELL GREIG	\$70.00	\$3,445.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103062	1230 SANDIA CT..6H-1156-5	ROBERTA L MIKETINAC	\$50.00	\$5,183.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] BOILER					
103063	1222 S RIDGE RD..6-192-7	RICHARD & MARY BETH BALCH	\$50.00	\$3,308.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103067	1507 W MASON ST..6-169-G	AAM GREEN BAY PLAZA LLC	\$560.00	\$85,000.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] (7) COMM FURNACES W / ELECTRIC					
103072	1142 S JACKSON ST..16-200	HELGA L & KEVIN C MCCANN	\$50.00	\$3,900.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103078	1824 ASPEN LN..6-2015	WENDY L & KENNETH I HOLMES	\$50.00	\$6,500.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
103079	2495 MANITOWOC RD..21-6530-1	JUDITH A KRAWCZYK	\$50.00	\$4,374.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103085	2050 WINTERGREEN CT..6H-2495	BARBARA A VITCHUS	\$50.00	\$11,000.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
103093	1574 CHICAGO ST..8-534	YER H XIONG	\$50.00	\$1,899.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103101	1874 ROWE LN..6-2533	LEIGH A DENNIS	\$50.00	\$10,975.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER					
103102	2256 IMPERIAL LN..21-3367	JAMES NORTON	\$50.00	\$4,050.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] BOILER					
103103	2350 MANITOWOC RD..21-132-11	WILLIAM T & RICHARD L VANDERHEYDEN, ETAL	\$50.00	\$4,570.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] BOILER					
103106	1281 BROSIG ST..21-133	BRAGER FAMILY PARTNERSHIP	\$70.00	\$3,800.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER - COMMERCIAL					
103112	1147 ROSCOE ST..1-405	STEPHANIE & JUSTIN HARRISON	\$50.00	\$6,200.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE					
103114	1216 MARQUETTE AV..1-1545	DONALD E SWANSON	\$50.00	\$5,044.00	Pending

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103117	1550 CROOKS ST..8-833	MICHAEL J & DAWN R JOLLY	\$50.00	\$3,023.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103130	1746 LOST LN..21-1294-2	ROBERT W DELVEAUX	\$50.00	\$5,775.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103138	1638 WESTFIELD AV..6-1251	DAVID M & MARGARET E SUMNIGHT	\$50.00	\$4,500.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103145	815 LAKE LARGO DR..21-6519	JOSEPH J & JOANN A DAIS	\$50.00	\$13,500.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

103148	3065-3067 WEDGE CT..6H-3081	CALI R & MATTHEW C LUECKE	\$50.00	\$2,900.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE - 3067 SIDE

103149	2406 WILDER ST..23-315	DANIEL R & SHARON A BENNINGTON	\$50.00	\$8,650.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

103150	511 COLUMBIA AV..5-756	JESSIE R & TRAVIS K MAGEE	\$50.00	\$4,950.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103151	1008 BERNER ST..20-75	WILLIAM J KEATING	\$50.00	\$7,850.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

103152	1746 NEWBERRY AV..21-2303-2	CARLOS ANTONIO MARTINEZ, ETAL	\$50.00	\$3,858.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103157	836 MEACHAM ST..2-1307	KEITH ERDMANN	\$50.00	\$3,200.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103163	2649 HILLY HAVEN RD..21-4469	GENE BIADASZ	\$50.00	\$3,719.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103172	1965 HAROLD ST..21-2445-N-6	SHIRLEY M PULLEY	\$50.00	\$4,000.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103173	163 N BROADWAY..4-74	ILDEMAN R & DANIEL NIELSON	\$70.00	\$9,100.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER

102994	1450 KELLOGG ST..6-1863-1	JANET L & DONALD E CRIPE	\$50.00	\$8,500.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] Bathtub and surround being replaced by a walkin shower and surround, including mixing valve and trap

102996	1400 CROOKS ST..17-865	JARED B GOFFARD	\$50.00	\$9,700.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] Bathtub and surround being replaced by a walkin shower and surround, including mixing valve and trap

103005	420 S MAPLE AV..3-899	ROOFTOP CATS LLC	\$70.00	\$2,195.00	Closed
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[60-1 - Water Heater (Residential)] REPLACE EXISTING 80 GAL ELECTRIC WATER HEATER

103007	405 COLUMBIA AV..5-313	RICHARD D & MARY J VANLANGENDON	\$30.00	\$2,750.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Commercial)] REPAIR SEWER LINE

103009	1720 CHATEAU DR..6-1553	STEVEN M COONEY	\$30.00	\$1,200.00	Closed
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[60-1 - Misc Plumbing (treatment systems, grease traps, backflow valve)(Residential)] BACKWATER VALVE

103011	567 NEWTOLS ST..21-2678-M-24	DAVID J & TRACY A BRICKER	\$50.00	\$8,055.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION AND REPLACE MIXER VALVE					
103018	1992 PACKERLAND DR..6H-1992	MARY B ADAMS	\$30.00	\$600.00	Closed
[60-1 - Water Heater (Residential)] WATER HEATER - CHANGING FROM GAS TO ELECTRIC. INSTALLING NEW AO SMITH 50 GALLON 240 VOLT ELECTRIC WATER HEATER					
103036	965 5th ST..2-812	SOHO RENTAL LLC	\$530.00	\$1,500.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] MINI STORM CONNECTION					
103037	1660 CHRISTIANA ST..6-374	HOUSE OF HOPE GREEN BAY INC	\$30.00	\$15,000.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] Replace existing Sanitary and Water Lateral from the building to the water curb stop and the sanitary main in the middle of the street.					
103042	1401 STATE ST..1-1373	LEICHT TRANSFER & STORGE CO	\$30.00	\$26,000.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] Install new 4" Sanitary Lateral from Building to the Sanitary main in State Street. (Cut in new wye in 12" Sanitary Main)					
103047	1315 DOTY ST..14-1403	NJA INVESTMENTS LLC	\$50.00	\$200.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACING PIPES					
103097	845 SCHOEN ST..21-2880	LYNETTE WIRGAU	\$50.00	\$5,668.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] INSTALLING BASEMENT SHOWER					
103098	1317 CRESTWOOD DR..6H-1168-3	CAROL JEAN & LYNN M BEGOTKA	\$50.00	\$5,986.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
103099	215 S JACKSON ST..14-696	EMILY SUSAN & ZAKARY M ROESER	\$50.00	\$7,836.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
103100	836 MEACHAM ST..2-1307	KEITH ERDMANN	\$50.00	\$1,000.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] UPDATE PLUMBING - CASE #115637					
103111	2835 W MASON ST..6H-1155-2	MICHAEL BOYEA	\$50.00	\$350.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] INSTALL KITCHEN SINK PLUMBING AND BATH SINK PLUMBING					
103132	1009 TOMMARK ST..2-69-C-6	RODNEY & NICOLE L OFFIELD	\$50.00	\$9,900.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] Bathtub and surround being replaced by a walkin shower and surround, including mixing valve and trap					
103137	313 N BROADWAY..5-590	FORT HOWARD NEW TOWN REDEVELOPMENT LLC	\$30.00	\$7,000.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPAIR SANITARY SEWER					
103146	1257 E WALNUT ST..14-213	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	\$30.00	\$1,800.00	Pending
[60-1 - Water Heater (Residential)] WATER HEATER					
103174	2835 ST. ANN DR..21-1111-D-64	THOMAS J & MARIE J SCHWEIGL	\$50.00	\$10,314.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] BATHTUB AND SURROUND BEING REPLACED BY A WALKIN SHOWER AND SURROUND, INCLUDING MIXING VALVE AND TRAP					
103177	2478 WEST POINT RD..6H-1130-2-1	KEITH W DENRUYTER, ETAL	\$50.00	\$12,324.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] Bathtub and surround being replaced by a walkin shower and surround, including mixing valve and trap					
99451	111 N BROADWAY, SUITE D ..4-266	DOCKING STATION LLC	\$82.70	\$600.00	Pending
[70-1 - Signs - Permanent] Projecting Sign					
101641	520 N BROADWAY, SUITE 310 ..5-1757	DDL HOLDINGS LLC	\$85.20	\$5,020.00	Pending
[70-1 - Signs - Permanent]					
102458	606 DOUSMAN ST..5-607	EXPRESS PROPERTY LLC	\$296.91	\$15,000.00	Pending

[70-1 - Signs - Permanent] Potential Sign Modifications

102714	154 N BROADWAY..4-61-1	154 N BROADWAY LLC	\$158.39	\$3,485.00	Pending
[70-1 - Signs - Permanent] Proposed Wall Sign					
102833	2010-2028 AUGUST ST..21-1361-3	RANKIN GB HOLDINGS LLC	\$87.20	\$5,000.00	Pending
[70-1 - Signs - Permanent] Proposed Monument Sign					
102883	2014 VINE ST..21-1361-3	RANKIN GB HOLDINGS LLC	\$87.20	\$5,000.00	Pending
[70-1 - Signs - Permanent] Proposed Monument Sign					
102907	1641 MAIN ST..21-2005-2	K & E LIMITED PARTNERSHIP	\$30.00	\$1,200.00	Pending
[70-1 - Signs - Permanent] Proposed Temporary Signage (2) 11-29 to 12-14					
102969	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$123.68	\$3,600.00	Pending
[70-1 - Signs - Permanent] Proposed Wall Signs					
101325	2050 COFRIN DR..21-295-9-2	KEN WARD	\$525.00	\$0.00	Pending
[80-1 - Site (Erosion Control, Fill, Excavating)(EC ONLY PROJECT)] EC Approved 6/24/20 CURB CUT ISSUED					
102585	NICOLET DR..22-146-2	UNIVERSITY OF WISCONSIN BOARD OF REGENTS	\$100.00	\$100,000.00	Pending
[80-1 - Site (Erosion Control, Fill, Excavating)(EC ONLY PROJECT)] EC Approved 12/3/20					
103092	2759 NICOLET DR..22-1220	ANTONE & CHERYL A VANDENMEERENDONK	\$75.00	\$15,000.00	Pending
[80-1 - Site (Erosion Control, Fill, Excavating)(EC ONLY PROJECT)] EC ONLY EC APPROVED 12/15/20					
Totals: 170 projects			\$24,366.63	\$4,174,351.40	

Summary of Projects Issued

12/1/2020 to 12/31/2020

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	4	4	8	4	4	4	4	4	\$5,401.79	\$1,370,000.00
2 Residential - Alteration - 1 -2 Family House	18	0	14	18	13	6	12	0	\$3,798.18	\$665,601.00
7 Deck, Porch, Patio, Ramp (Residential)	9	5	4	9	0	0	0	0	\$675.00	\$25,517.64
11 Driveway Replacement and/or Expansion (Residential)	3	1	2	3	0	0	0	0	\$294.92	\$29,001.00
11 Fence (Residential)	10	0	0	10	0	0	0	0	\$500.00	\$55,725.00
11 Foundation Repair (Residential)	4	0	0	4	0	0	0	0	\$200.00	\$42,850.00
11 Garage/Carport/Shed (residential)	4	0	0	4	0	0	0	0	\$250.00	\$18,500.00
11 Swimming Pool (Residential)	1	0	0	1	1	1	0	0	\$150.00	\$6,063.76
30 Commercial - Addition - Multi-Family of 3 or More Units	3	2	4	3	2	2	2	1	\$895.66	\$149,700.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	3	0	3	3	3	2	3	0	\$3,646.44	\$592,000.00
34 Cell Tower - Alteration to Existing (Commercial)	1	0	0	1	1	0	0	0	\$140.00	\$25,000.00
34 Demolition - Interior (Commercial)	1	0	0	1	0	0	0	0	\$50.00	\$3,900.00
34 Parking Lot - New & Reconstruction (Commerical)	3	2	0	3	0	0	0	0	\$418.36	\$123,000.00
40 Electrical Service - Change (Residential)	17	0	0	0	17	0	0	0	\$840.00	\$30,650.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	13	0	0	0	13	0	0	0	\$1,140.00	\$398,515.00
40 Solar Panels - Electric	1	0	1	0	1	0	0	0	\$125.00	\$21,426.00
50 Heating and Air Conditioning Units (Residential)	43	0	0	0	1	43	0	0	\$2,780.00	\$325,119.00
60 Misc Plumbing (treament systems, grease traps, backflow valve)(Residential)	1	0	0	0	0	0	1	0	\$30.00	\$1,200.00
60 Repair/Alter Existing Plumbing System (Commercial)	2	0	0	0	0	0	2	0	\$60.00	\$28,750.00
60 Repair/Alter Existing Plumbing System (Residential)	14	0	0	0	0	0	14	0	\$660.00	\$101,833.00
60 Storm Sewers - Connection/Repair (Redisential)	1	0	0	0	0	0	1	0	\$530.00	\$1,500.00
60 Water Heater (Residential)	3	0	0	0	0	0	3	0	\$130.00	\$4,595.00
70 Signs - Permanent	8	6	0	8	2	0	0	0	\$951.28	\$38,905.00
80 Site (Erosion Control, Fill, Excavating)(EC ONLY PROJECT)	3	1	3	1	0	0	0	3	\$700.00	\$115,000.00
Totals:	170	21	39	73	58	58	42	8	\$24,366.63	\$4,174,351.40



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year December, 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.)	\$ 36,765.87	\$ 36,765.87			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 17,494.50	\$ 15,233.19		\$ 2,261.31	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 9,485.33			\$ 9,485.33	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 4,529.26		\$ 4,529.26		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 3,985.67		\$ 1,832.40	\$ 2,153.27	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 5,837.73			\$ 5,837.73	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 350.00		\$ 350.00		
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.)	\$ 360.80			\$ 360.80	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 78,809.16	\$ 51,999.06	\$ 6,711.66	Pay This Amount \$ 20,098.44	

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: 1/4/21

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: *Pamela R. Manley* Date: 1/6/21

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>

FINAL PAYMENTS RESOLUTION
January 19, 2021

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 #3245 EDISON PARK PICKLE BALL COURTS – 2020
POBLOCKI PAVING CORP.

TOTAL AMOUNT EARNED:	\$ 77,860.80
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 77,860.80</u>
LESS AMOUNT PREVIOUSLY PAID:	\$ 0.00
AMOUNT DUE THIS PAYMENT:	\$ 77,860.80

ACCOUNT NUMBERS

410600-53001-94101: \$59,936.00

410600-53001-99504: \$17,924.80

PO #2000119

2. SEWERS 5-19 – 2019
STAAB CONSTRUCTION CORPORATION

TOTAL AMOUNT EARNED:	\$ 1,287,737.00
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 1,287,737.00</u>
LESS AMOUNT PREVIOUSLY PAID:	\$ 1,254,064.10
AMOUNT DUE THIS PAYMENT:	\$ 33,672.90

ACCOUNT NUMBERS

412500E-55355-63079: \$33,672.90

PO #1900171

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk

MAM

RESOLUTION IN SUPPORT OF CITY OF GREEN BAY EMPLOYEES

January 19, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the year 2020 was among the most challenging our city has ever faced, as a result of circumstances including:

- The consequences of the coronavirus pandemic and its extreme challenges to our health care system, our local economy, and our collective peace of mind,
- Racial unrest and political demonstration, and
- The local consequences of a nationally polarized political arena; and

WHEREAS, in 2020, City of Green Bay employees faced specific threats, challenges, and obstacles that were, collectively, of epic proportions, including:

- The hospitalization of numerous citizens for COVID-19, many of whom were transported to hospitals by the Green Bay Metro Fire Department,
- Having to conduct three elections in pandemic conditions,
- Having to restrict activities in our nationally recognized parks and recreation areas without curtailing services to citizens and visitors,
- Working to contain Emerald Ash Borer disease in 2,800 trees,
- Conducting the emergency reconstruction of a key City parking ramp,
- Continuing to conduct the ongoing work of routine road repair and resurfacing, sidewalk replacement, bridge safety monitoring, trash collection, and other public works services despite pandemic conditions,
- Having to address flooding and the deterioration of the dike wall,
- The pressing need for the Green Bay Police Department to build trust, earn respect, and establish credibility within the community, and
- Having to cope with the devastating loss of life in the City of Green Bay due to COVID-19; and

WHEREAS, City of Green Bay employees performed heroically throughout 2020, accomplishing outstanding work in the most trying circumstances with loyalty, resilience, and professionalism, as demonstrated by:

- The creation and adoption of the City of Green Bay Emergency Preparedness Plan for COVID-19,
- The smooth transition to online meetings and work-from-home conditions involving the swift installation of 175 laptops and heroic IT support for staff, Council, and citizen participants,
- The installation of wireless access points at Bay Beach and the completion of fiber optic connection and cabling for the Wildlife Sanctuary expansion,

- The drafting of numerous critical ordinances and resolutions, including a responsible bidder ordinance, the establishment of parklets, the expanded temporary use of licensed and unlicensed premises, and a click and collect ordinance,
- The opening of a City Hall fitness center for employees using donated equipment,
- The creation of a Small Business Pandemic Relief Revolving Loan Fund Program with loans awarded,
- The creation of the “Downtown Dining Room” program,
- Brownfield remediation and redevelopment progress for development of the Railyard property,
- The creation of a City Hall Art Gallery,
- The implementation of the Office of Emergency Preparedness to respond to flooding, pandemics, and First Amendment assemblies,
- An increased rate of pavement resurfacing and reconstruction by 20% over 2019, and by 40% over the past ten years,
- The design and installation of the Green Bay Parks Century Grove of 100 new trees at Danz Park – East, celebrating 100 years of service by the Green Bay Department of Parks, Recreation, and Forestry,
- The removal and replanting of 900 trees around the City by the Forestry team,
- The installation of three private rooms for nursing mothers at the Bay Beach Amusement Park,
- The replacement of the Zippin Pippin operating system,
- The safe release back into the wild of several rehabilitated bald eagles and a red-tailed hawk,
- The ongoing provision of safe summer playground, swimming, and adult softball programs under pandemic conditions,
- The mobilization of a more-than-adequate volunteer cadre to support election activities and safe practices for voters and poll workers,
- Finding creative solutions to protect the well-being of the public while carrying on the work of City Hall,
- The removal of the final lead water pipe to a Green Bay home, making our city the first Wisconsin municipality to voluntarily end all lead water service,
- The thoughtful, conscientious distribution of grant dollars to protect and safeguard our homeless citizens,
- The uninterrupted forward progress in the creative, responsible improvement of business development and the housing needed to support it,
- Significant progress in the work of public arts and sustainability of our natural environment,
- The creation and staffing of two new, forward-thinking city positions: Resiliency Coordinator and Diversity and Inclusion Coordinator, and
- The passage of a public resolution declaring racism a public health crisis, with a commitment to proactively address the challenges of our local social determinants of health;

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Common Council of the City of Green Bay, both individually and collectively, do hereby publicly express our proud support of and admiration for every City of Green Bay employee, with deep appreciation for the sacrifices they and their families made for the City in 2020.

Adopted _____

Approved _____

Mayor

Clerk

cs/bd/lg

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
January 19, 2021**

ASPHALT RESURFACING

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

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

**GUNS ROAD – Main Street to south City limits
HARVEST ROAD – Finger Road to Crest Lane
IRENE STREET – Crooks Street to Main Street**

2. Said public improvement shall include placing of a hot mix ASPHALT surface over the existing street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at two and nine tenths percent (2.90%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Services Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
January 19, 2021**

CONCRETE PAVEMENT

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

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

GRAY STREET – Dousman Street to Mather Street

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, placing concrete pavement on said streets, with integral curb on both sides in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing or in five (5) annual installments with interest thereon at two and nine tenths percent (2.90%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Services Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

AGENDA ITEM # X.5

Initial resolution authorizing the sale and issuance of not to exceed \$5,300,00 general obligation refunding bonds and certain related details.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Final City of Green Bay January Meeting - 2021 Refinancing
2. Green Bay 2021A G.O. Refunding Bonds - Initial Resolution



City of Green Bay, Wisconsin

FINANCE COMMITTEE
JANUARY 12, 2021

Baird Public Finance

John A. Mehan
Managing Director
414.765.3719
jmehan@rwbaird.com



City of Green Bay

REFINANCING OF 2011A AND 2012E BONDS

Current Issues

City of Green Bay, Wisconsin

Issuance:	\$4,750,000 G.O. Corporate Purpose Bonds, Series 2011A	\$4,395,000 G.O. Corporate Purpose Bonds, Series 2012E
Dated Date:	July 12, 2011	August 7, 2012
Tax Status:	Tax-Exempt Debt	Tax-Exempt Debt
Original Maturity Structure:	April 1, 2012-2026	April 1, 2013-2027
Callable Par:	\$2,365,00	\$2,900,00
<i>General Fund</i>	\$1,890,000	\$2,675,000
<i>Sanitary Sewer</i>	\$475,000	\$225,000
Interest Rates:	3.00 – 3.50% (callable maturities only)	3.00% (callable maturities only)
Redemption Provisions:	April 1, 2022-2026 callable April 1, 2021 or any date thereafter	April 1, 2022-2027 callable April 1, 2021 or any date thereafter



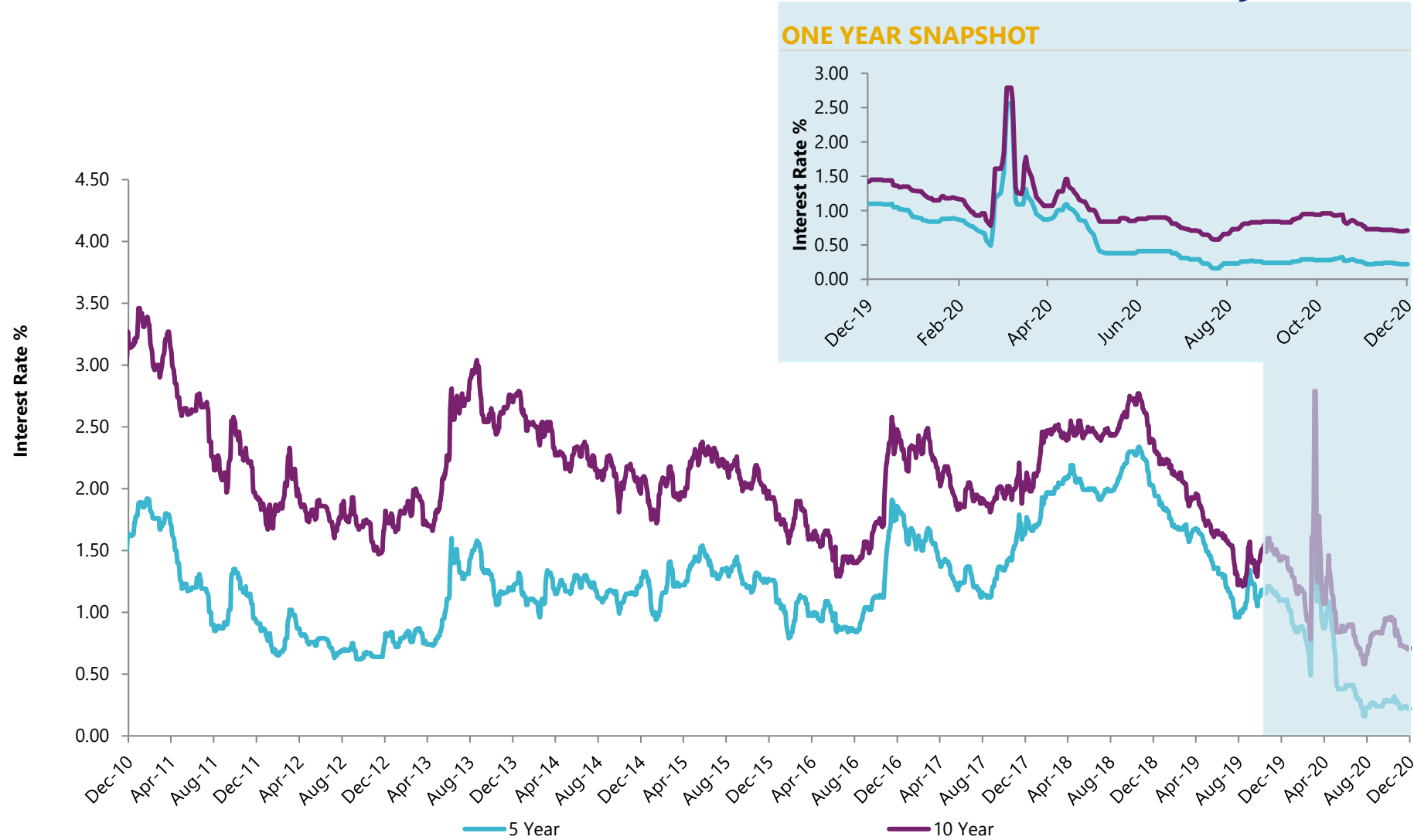
Proposed Issue

City of Green Bay, Wisconsin General Obligation Refunding Bonds Dated March 9, 2021

Issuance:	2021 General Obligation Refunding Bonds
Proposed Issue Size:	\$5,278,000 (Approximate)
Tax Status:	Tax-Exempt Debt / Non-Bank Qualified
Maturity Structure:	April 1, 2022-2027
True Interest Rate:	1.10% (estimate)
Potential Gross Debt Service Savings (after costs):	\$293,155
<i>General Fund Supported</i>	\$254,009
<i>Sanitary Sewer Supported</i>	\$39,145
Potential Present Value Savings (after costs):	\$278,003 or 5.280% of Refunded Par
<i>General Fund Supported</i>	\$240,845 or 5.276% of Refunded Par
<i>Sanitary Sewer Supported</i>	\$37,158 or 5.308% of Refunded Par

AAA Municipal Market Data (MMD) Index

PAST 10 YEARS WITH ONE-YEAR SNAPSHOT



Source: Refinitiv as of December 17, 2020

Refinancing Illustration – 2011A & 2012E Bonds



BEFORE REFINANCING							
Calendar Year	\$4,750,000 G.O. Corp. Purp. Bonds, 2011A Dated July 12, 2011			\$4,395,000 G.O. Corp. Purp. Bonds, 2012E Dated August 7, 2012			TOTAL DEBT SERVICE
	PRINCIPAL (4/1)	RATE	INTEREST (4/1 & 10/1)	PRINCIPAL (4/1)	RATE	INTEREST (4/1 & 10/1)	
2021	\$415,000	3.000%	\$81,600	\$430,000	2.250%	\$91,838	\$1,018,438
2022	\$430,000	3.000%	\$68,925	\$440,000	3.000%	\$80,400	\$1,019,325
2023	\$450,000	3.000%	\$55,725	\$455,000	3.000%	\$66,975	\$1,027,700
2024	\$470,000	3.125%	\$41,631	\$470,000	3.000%	\$53,100	\$1,034,731
2025	\$495,000	3.250%	\$26,244	\$495,000	3.000%	\$38,625	\$1,054,869
2026	\$520,000	3.500%	\$9,100	\$510,000	3.000%	\$23,550	\$1,062,650
2027				\$530,000	3.000%	\$7,950	\$537,950
	\$2,780,000		\$283,225	\$3,330,000		\$362,438	\$6,755,663
	Maturities callable 4/1/2021 or any date thereafter.			Maturities callable 4/1/2021 or any date thereafter.			
		CALLABLE MATURITIES					

- (1) This illustration represents a mathematical calculation of potential interest cost savings (cost), assuming hypothetical rates based on current rates for municipal bonds +10bps as of 12/17/20. Actual rates may vary. If actual rates are higher than those assumed, the interest cost savings would be lower. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a refinancing or otherwise to be considered as advice.

Refinancing Illustration – 2011A & 2012E Bonds



AFTER REFINANCING											
Calendar Year	\$4,750,000 G.O. Corp. Purp. Bonds, 2011A Dated July 12, 2011		\$4,395,000 G.O. Corp. Purp. Bonds, 2012E Dated August 7, 2012		\$5,278,000 () G.O. Refunding Bonds, 2021A (CR) Dated March 9, 2021 ¹			TOTAL NEW DEBT SERVICE	POTENTIAL DEBT SERVICE SAVINGS	GENERAL FUND DEBT SERVICE SAVINGS	SANITARY SEWER DEBT SERVICE SAVINGS
	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1)	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1)	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1)	TOTAL				
	TIC= 1.10%										
2021	\$415,000	\$43,912	\$430,000	\$48,338		\$30,851	\$30,851	\$968,101	\$50,337	\$43,450	\$6,887
2022	***		***		\$915,000	\$51,001	\$966,001	\$966,001	\$53,324	\$45,917	\$7,407
2023	***		***		\$932,000	\$42,734	\$974,734	\$974,734	\$52,967	\$45,098	\$7,869
2024	***		***		\$948,000	\$33,612	\$981,612	\$981,612	\$53,120	\$45,878	\$7,241
2025	***		***		\$978,000	\$23,447	\$1,001,447	\$1,001,447	\$53,422	\$45,995	\$7,427
2026	***		***		\$997,000	\$12,284	\$1,009,284	\$1,009,284	\$53,366	\$46,030	\$7,336
2027			***		\$508,000	\$3,226	\$511,226	\$511,226	\$26,724	\$24,366	\$2,359
	\$415,000	\$43,912	\$430,000	\$48,338	\$5,278,000	\$197,153	\$5,475,153	\$6,412,403	\$343,260	\$296,733	\$46,527
*** REFINANCED WITH 2021 ISSUE.					ROUNDING.....			\$232	\$726	(\$494)	
					LESS: CASH ON HAND IN PRIOR D/S FUND.....			(\$50,337)	(\$43,450)	(\$6,887)	
					POTENTIAL GROSS SAVINGS.....			\$293,155	\$254,009	\$39,145	
					(2) POTENTIAL PRESENT VALUE SAVINGS \$.....			\$278,003	\$240,845	\$37,158	
					POTENTIAL PRESENT VALUE SAVINGS %.....			5.280%	5.276%	5.308%	

(2) Present value calculated using the All Inclusive Cost (AIC) of 1.47% as the discount rate.

Interest Rate Sensitivity		
Change in Rates	Est. PV % Savings	Est. PV \$ Savings
-0.30%	6.329%	\$333,219
-0.20%	5.978%	\$314,728
-0.10%	5.628%	\$296,326
+0.10%	4.934%	\$259,763
+0.20%	4.589%	\$241,609
+0.30%	4.246%	\$223,537

Tentative Financing Timetable

December 2020							January 2021							February 2021							March 2021							April 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2		1	2	3	4	5	6		1	2	3	4	5	6					1	2	3
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
27	28	29	30	31			24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30	
							31																											

Monday, December 21, 2020.....	Draft Preliminary Term Sheet to Support Banker/Banker and Bond Counsel for review.
Wednesday, December 30, 2020.....	Comments received from Support Banker/Banker and Bond Counsel.
Wednesday, January 6, 2021.....	Draft Preliminary Term Sheet to the City for review.
Tuesday, January 12, 2021.....	Present Refinancing to Finance Committee.
Wednesday, January 13, 2021.....	Comments received from the City.
Tuesday, January 19, 2021.....	Common Council considers the Initial Resolution.
On or before Monday, February 1, 2021.....	Finalize interest rates with Purchaser (TBD) and distribute Preliminary Term Sheet.
Tuesday, February 2, 2021.....	Common Council adopts Award Resolution.
On or before Monday, March 1, 2021.....	Fiscal Agent (Associated Trust) circulates Call Notice for 2011A and 2012E Bonds.
Tuesday, March 9, 2021.....	Settlement Date.
Thursday, April 1, 2021.....	Fiscal Agent (Associated Trust) redeems 2011A and 2012E Bonds.

Note: Baird will be closed on Monday, January 18, 2021 in observance of MLK Day and Monday, February 15, 2021 in observation of President's Day.

Important Disclosures

Robert W. Baird & Co. Incorporated ("Baird") is not recommending that you take or not take any action. Baird is not acting as financial advisor or municipal advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information contained herein and/or accompanying materials (collectively, the "Materials"). Baird is acting for its own interests. You should discuss the Materials with any and all internal or external advisors and experts that you deem appropriate before acting on the Materials.

Baird seeks to serve as underwriter in connection with a possible issuance of municipal securities you may be considering and not as financial advisor or municipal advisor. Baird is providing the Materials for discussion purposes only, in anticipation of being engaged to serve as underwriter (or placement agent).

The role of an underwriter includes the following: Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. An underwriter's primary role is to purchase the proposed securities to be issued with a view to distribution in an arm's length commercial transaction with the issuer. An underwriter has financial and other interests that differ from those of the issuer. An underwriter may provide advice to the issuer concerning the structure, timing, terms, and other similar matters for an issuance of municipal securities. Any such advice, however, would be provided in the context of serving as an underwriter and not as municipal advisor, financial advisor or fiduciary. Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the issuer under the federal securities laws and is therefore not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests. An underwriter has a duty to purchase securities from the issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. An underwriter will review the official statement (if any) applicable to the proposed issuance in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed issuance.

The Materials do not include any proposals, recommendations or suggestions that you take or refrain from taking any action with regard to an issuance of municipal securities and are not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or Rule 15Ba1-1 thereunder. The Materials are intended to provide information of a factual, objective or educational nature, as well as general information about Baird (including its Public Finance unit) and its experience, qualifications and capabilities.

Any information or estimates contained in the Materials are based on publicly available data, including information about recent transactions believed to be comparable, and Baird's experience, and are subject to change without notice. Baird has not independently verified the accuracy of such data. Interested parties are advised to contact Baird for more information.

If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that the Materials do not constitute tax advice and shall not be used for the purpose of (i) avoiding tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

January 19, 2021

Resolution No. ____

**An Initial Resolution Authorizing the Sale and Issuance of
Not to Exceed \$5,300,000 General Obligation Refunding Bonds;
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is currently in need of funds to finance the current refunding of the callable maturities of the Issuer’s (i) \$4,750,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2011A, dated July 12, 2011, and (ii) \$4,395,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2012E, dated August 7, 2012 (the “**Refunding**”)

2. The Governing Body deems it in the best interests of the City that the funds needed for the Refunding be borrowed, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, on the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purpose of Bonds.

Under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City shall issue its negotiable, general obligation refunding bonds in a principal amount of not to exceed \$5,300,000 (the “**Bonds**”) to finance the Refunding; *provided, however*, that the Bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Bonds.

The Bonds shall be sold by private sale. The appropriate City officials are authorized, together with the City’s placement agent, Robert W. Baird & Co. Incorporated, to negotiate the terms of the sale of the Bonds to a financial institution (the “**Purchaser**”).

Section 3. Further Actions.

The issuance of the Bonds shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Bonds to the Purchaser, to approve any purchase contract submitted by the Purchaser to evidence the purchase of the Bonds, to fix the interest rate or rates on the Bonds, to provide for the form of the Bonds, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Bonds as required by law, to designate a fiscal agent for the Bonds, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Bonds.

Section 4. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 5. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and things required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 6. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 7. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

Adopted: January 19, 2021

Approved: January ___, 2021

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, _____, hereby certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**City**”), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

An Initial Resolution Authorizing the Sale and Issuance of Not to Exceed \$5,300,000 General Obligation Refunding Bonds; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date.** On January 19, 2021, a meeting of the Governing Body was held commencing at _____ p.m.
2. **Posting.** On January ___, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On January ___, 2021 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on January __, 2021, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on January __, 2021.

Clerk

[SEAL]

**RESOLUTION REGARDING VACATION
OF AN UNIMPROVED PUBLIC RIGHT-OF-WAY
LEAF STREET
(SV 20-02)**

JANUARY 19, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of an uncompleted Leaf Street, located between parcels 6-1677, 6-1678, 6-1679, and 6-1680, as depicted on the attached map; and

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

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that the uncompleted right-of-way of Leaf Street be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on November 10, at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

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

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

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this Resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

Approved _____

Mayor

Clerk

MS

Attachments (legal description and map)

DESCRIPTION OF ALL THE REMAINING PORTION OF LEAF STREET
(LYING WESTERLY OF TAX PARCEL NUMBERS 6-1677, 6-1678, 6-1679, 6-1680)

That part of the Leaf Street rights-of-way lying westerly of and adjacent to Lots 17 through 20, Westfield Subdivision, City of Green Bay, Brown County, Wisconsin as recorded in Volume 10 of Plats, Page 42, as Document Number 546567, described as follows:

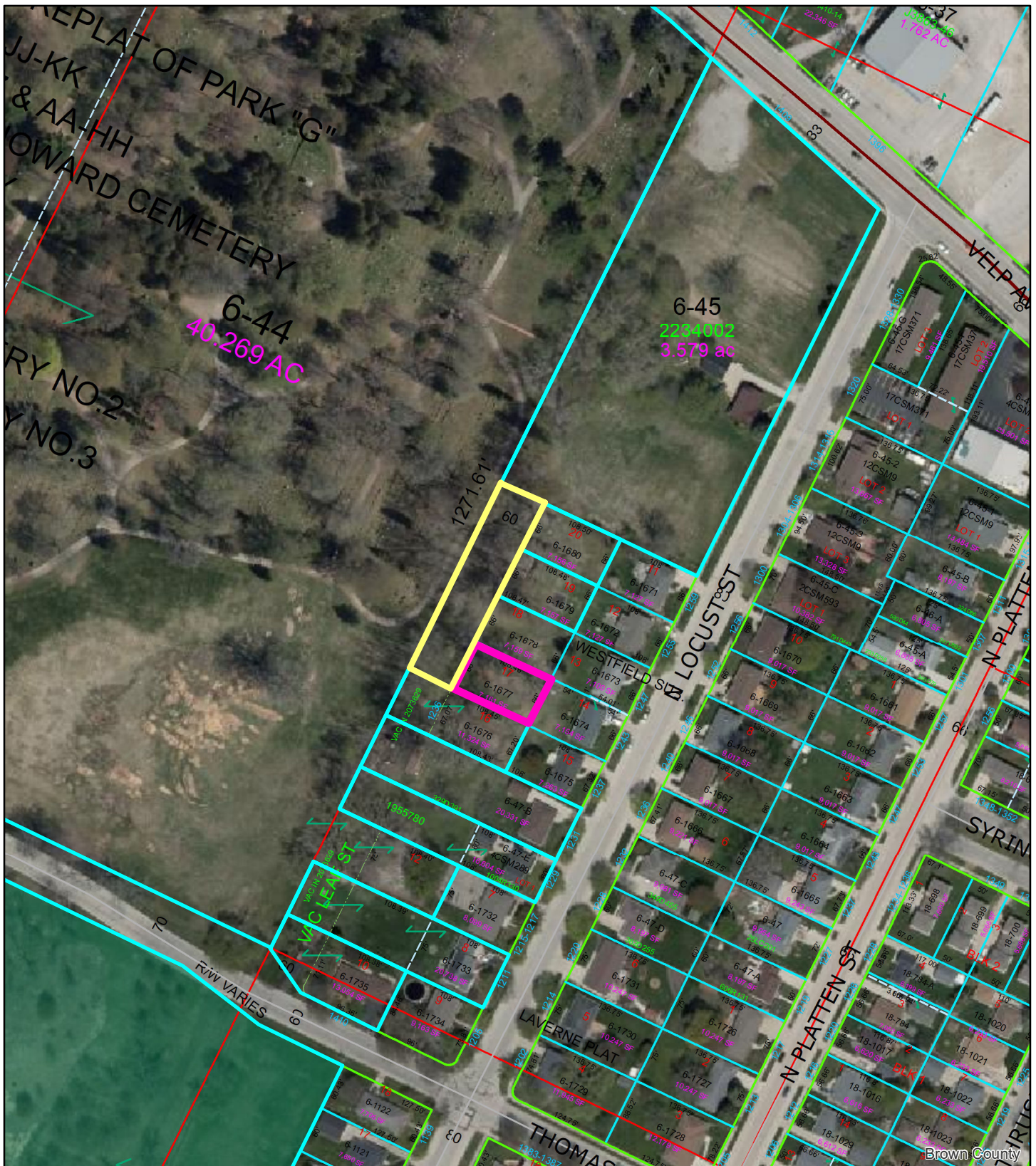
Beginning at the Southwesterly corner of said Lot 17, Westfield Subdivision;

thence N25°-59'-15"E, 264.0 feet along the Westerly line of said Lots 17 through 20, to the Northwestern corner of said Lot 20;

thence N64°-48'-30"W, 60.00 feet, along the Westerly extension of the North line of said Lot 20, to the Westerly right-of-way line of Leaf Street;

thence S25°-59'-15"W, 264.0 feet along the Westerly line of said Leaf Street right-of-way, to a point on the Westerly extension of the South line of said Lot 17;

thence S64°-48'-30"E, 60.00 feet, along said Westerly extension of the South line of said Lot 17, to the point of beginning.



(SV 20-02) Vacation of Leaf Street

0 45 90 180 Feet



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

Street Vacation Area

Notified Adjacent Properties
Subject Parcel 6-1677

For Official Notice:

**Public Notification
Proposed Right-of-Way Vacation
Leaf Street
(SV 20-02)**

The Common Council of the City of Green Bay will hold a public hearing on **Tuesday, January 19, 2021**, at 6:00 p.m. This meeting will be held virtually through Zoom.

Join Zoom Meeting

<https://us02web.zoom.us/j/81148427359>

Meeting ID: 811 4842 7359

Passcode: 254148

One tap mobile

+1 929 205 6099,,81148427359#,,,,,0#,,254148# US (New York)

+1 301 715 8592,,81148427359#,,,,,0#,,254148# US (Washington D.C.)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C.)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 811 4842 7359

Passcode: 254148

Find your local number: <https://us02web.zoom.us/j/81148427359>

The hearing is regarding the following:

To authorize the request to vacate the remaining portions of Leaf Street, submitted by James S. Komisarek, property owner (Ald. M. Steuer, District 10).

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

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

For additional information, contact Madison Smith at madison.smith@greenbaywi.gov or (920) 448-3407.

Publication Dates: December 28, 2020, January 4, 2021, and January 11, 2021

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 901 MAIN STREET
(ZP 20-30)**

JANUARY 19, 2021

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

That, pursuant to Zoning Petition 20-30 and the recommendation of the Plan Commission on October 12, 2020, the City of Green Bay does authorize a conditional-use permit for a restaurant drive through facility on the following described property located at 901 Main Street, submitted by Garritt Bader on behalf of GB 901 Main LLC, property owner:

NAVARINO PLAT LOTS 215 & S 90 FT OF LOT 216 & S 90 FT OF
E ½ OF VAC ST ADJ WLY & EX RD.

Tax Parcel No. 9-48

Said conditional-use permit shall be granted subject to:

1. No objections from the Green Bay Fire Chief regarding EMS and fire service.
2. Approval from the Zoning & Planning Board of Appeals for the variance request eliminating the need of an emergency exit lane.

Adopted _____

Approved _____

Mayor

Clerk

db

Attachment – Map



200' Property Owner Notice

For Official Notice:

**Public Notification
Proposed Conditional Use Permit (CUP)
901 Main Street
(ZP 20-30)**

The Green Bay Plan Commission will hold a public hearing on **Monday, October 12, 2020**, at 6:00 p.m. The meeting will be conducted at a virtual location; if you wish to participate in the Public Hearing you may access the meeting by the internet or telephone, using the access code below.

Join Zoom Meeting

<https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZ1FjcmJpWnZlOEVnUT09>

Meeting ID: 841 3767 5822

Passcode: 483400

One tap mobile

+13126266799,,84137675822# US (Chicago)

+16468769923,,84137675822# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Germantown)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 841 3767 5822

Find your local number: <https://us02web.zoom.us/j/kcTM6PWdqR>

The hearing is regarding the following:

A request to authorize a Conditional Use Permit (CUP) for a Drive-Through facility at 901 Main Street, submitted by GB Real Estate Investments LLC, property owner.

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

City of Green Bay

Department of Community and Economic Development

Attn: David Buck

100 N. Jefferson St., Rm. 608

Green Bay, WI 54301

For additional information, contact David Buck at (920) 448-3411 or david.buck@greenbaywi.gov.

Publication Dates: September 28, 2020 and October 5, 2020

**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
KS ENERGY SERVICES
CITY OF GREEN BAY SEWER SYSTEM ACCESS
January 19, 2021**

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

To approve the request by KS Energy Services to renew the annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

January 19, 2021

PREPARED BY

AGENDA ITEM # X.9

Resolution in support of World Migratory Bird Day.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. I-13-21 WLS-Resolution-Migratory Bird Day-2021

**RESOLUTION RELATING TO
WORLD MIGRATORY BIRD DAY**

January 19, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

WHEREAS, migratory birds and their habitats are declining throughout America, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993, World Migratory Bird Day ("WMBD"), formerly International Migratory Bird Day, has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in communities throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern United States; and

WHEREAS, while WMBD is officially held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants and in accordance with federal, state, and local public health directives; and

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action;

NOW, THEREFORE, BE IT RESOLVED that May 8, 2021, shall be known as World Migratory Bird Day in the City of Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that the Common Council of the City of Green Bay urges all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

Adopted _____

Approved _____

Mayor

Clerk

jib

ZONING ORDINANCE NO. 01-21

AN ORDINANCE AMENDING
ZONING ORDINANCE NO. 38-79 FOR THE
PLANNED UNIT COMMERCIAL DEVELOPMENT
AT 2350 EAST MASON STREET (EAST TOWN MALL)
(ZP 20-38)

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

SECTION 1. Pursuant to Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Commercial Development District for 2350 East Mason Street is hereby amended by adding the following language:

SECTION 3.h. Limited production and processing uses, as defined in Section 13.303 of the Green Bay Zoning Ordinance, shall be permitted to be established and occupy the rear portion of the multiple tenant shopping mall building as depicted on Exhibit A.

SECTION 3.h.1. Retail and/or service businesses shall occupy the northern section of the building with individual storefronts and entrances directly from the parking area.

SECTION 3.h.2. Any and all outdoor display and storage associated with the limited production and processing use(s) on the property are prohibited.

SECTION 3.h.3. Commercial truck traffic, delivery staging, loading/unloading, or other accessory uses associated with the limited production and processing use(s) on the property are prohibited to the north of the Mall's façade.

SECTION 2. 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 3. 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 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. 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 6. 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 7. 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 _____, 2021.

APPROVED:

Mayor

ATTEST:

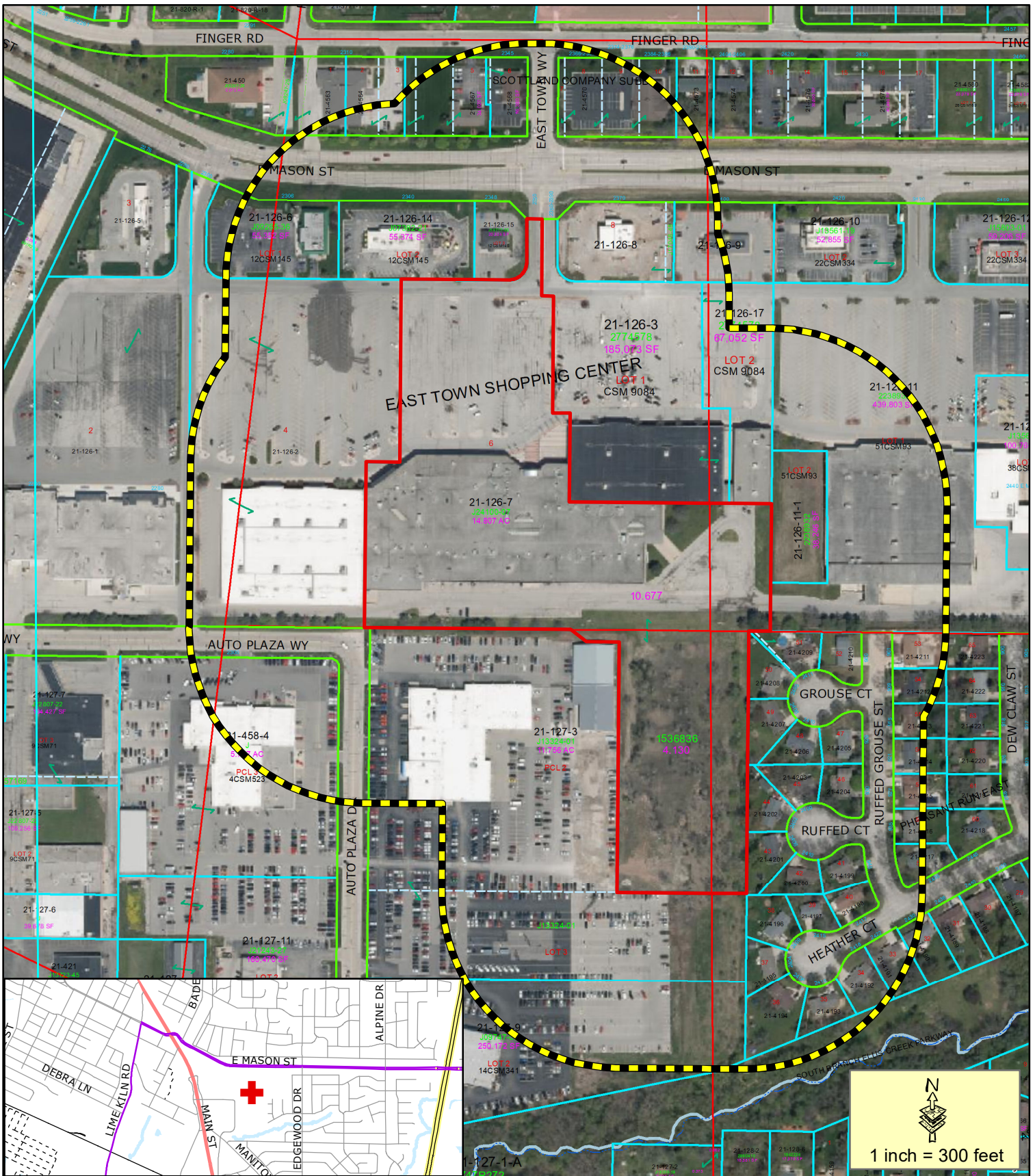
Clerk

db

Attachment: Exhibit A – Area Permitting Limited Production and Processing Uses

Exhibit A – Area Permitting Limited Production and Processing Uses





Zoning Petition (ZP 19-38)

Subject Property

400' + Notice Area

Proposed Amendment to Planned Unit Development (PUD) at 2350 East Mason Street



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

ZONING ORDINANCE NO. 38-79

AN ORDINANCE

ZONING CERTAIN PROPERTY LOCATED SOUTH OF AND
PARALLEL WITH FINGER ROAD, AND WEST OF AND
PARALLEL WITH EDGEWOOD DRIVE, AS PLANNED UNIT
COMMERCIAL DEVELOPMENT DISTRICT.

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

SECTION 1. Section 13.01 of the Code of Ordinances of the City of Green Bay, together with the zoning map referred to therein, is hereby amended and corrected in the following particular:

SECTION 2. The following described property is hereby zoned as Planned Unit Commercial Development District, pursuant to Section 13.51 et seq. of the Code of Ordinances of the City of Green Bay, as they apply:

Commencing at the intersection of the easterly right-of-way line of U.S. Highway 141 (Main Street) and the northerly right-of-way line of Auto Plaza Way; thence easterly along the northerly right-of-way line of Auto Plaza Way to a point 280' +/- of said intersection of the easterly right-of-way line of U.S. Highway 141 and the northerly right-of-way line of Auto Plaza Way, said point being the point of beginning; thence northerly, $N0^{\circ} 36' W$ 300'; thence $S0^{\circ} 24' E$ 263.18'; thence $N29^{\circ} 40' E$ 412.71'; thence $S63^{\circ} 30' E$ 149.6'; thence $N25^{\circ} 40' E$ 713.61'; thence $S63^{\circ} 49' 30'' E$ 376.56'; thence, easterly along a line parallel to the southerly centerline of Finger Road for a distance of 1960' +/-; thence, southerly along a line parallel to the centerline of Edgewood Drive to a point 1350' +/- southerly of the centerline of Finger Road; thence westerly along a line parallel to the centerline of Finger Road to a point 810' +/- of the centerline of Auto Plaza Drive; thence, southerly along a line parallel to the centerline of Auto Plaza Drive to a point 1960' +/- southerly of the centerline of Finger Road; thence westerly along a line parallel to the centerline of Finger Road to a point 470' +/- of the centerline of Auto Plaza Drive; thence, northerly along a line parallel to the centerline of Auto Plaza Drive to its point of intersection with the northerly right-of-way line of Auto Plaza Way; thence, westerly along the northerly right-of-way line of Auto Plaza Way to a point 280' +/- easterly of the intersection of the easterly right-of-way line of U.S. Highway 141 and the northerly right-of-way line of Auto Plaza Way, said point being the point of beginning.

SECTION 3. That pursuant to Section 13.51 et seq., as they apply, the following conditions are imposed:

- a. The developer providing parking in the quantity of 5.5 spaces per 1000 sq. ft. of gross leasable area.
- b. The total gross leasable space of the center is not to exceed 575,000 sq. ft.
- c. The development is limited to three department stores (department store being defined as: a store keeping a variety of goods arranged in several departments).
- d. The three department stores not exceed 350,000 sq. ft. of gross leasable area; two of which shall not exceed 100,000 sq. ft. in gross leasable area, one of which shall not exceed 150,000 sq. ft. of gross leasable area.

- e. Access to the development shall be limited to East Mason Street, U.S. Highway 141 (Main Street) frontage road and Auto Plaza Drive.
- f. The developer shall provide a minimum 25' landscape berm not less than 4' in elevation next to adjoining residential areas.
- g. The developer agrees to pay for right-of-way and traffic improvements necessary to accommodate the development.

SECTION 4. The zoning map of the City of Green Bay shall be corrected to conform to the above amendment.

SECTION 5. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13.43 of the Code of Ordinances of the City of Green Bay, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 13th day of December, 1979.

APPROVED:

Mayor

ATTEST:

Clerk

ch

11/20/79

TC: 2nd 11-20-79
2nd 12-4-79

24/9

For Official Notice:

**Public Notification
Proposed Amendment to ZO 38-79 Planned Unit
Development (PUD)-aka East Town Mall
2350 East Mason Street
(ZP 20-38)**

The Green Bay Plan Commission will hold a public hearing on **Monday, January 11, 2021**, at 6:00 p.m. If you wish to participate in a Public Hearing, you may access the meeting by the internet or telephone, using the access code below.

Join Zoom Meeting

<https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSIZGZlFjcmlpWnZlOEVnUT09>

Meeting ID: 841 3767 5822

Passcode: 483400

One tap mobile

+13126266799,,84137675822# US (Chicago)

+16468769923,,84137675822# US (New York)

Dial by your location

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+1 669 900 6833 US (San Jose)

+1 646 876 9923 US (New York)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington D.C.)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

Meeting ID: 841 3767 5822

Find your local number: <https://us02web.zoom.us/j/kc8xd2MWP>

The hearing is regarding the following:

A request to Amend Zoning Ordinance 38-79 (East Town Mall) to allow Limited Production & Processing uses within the Planned Unit Development (PUD) at 2350 East Mason Street, submitted by GB Real Estate Investments LLC, property owner (Ald. L. Gerlach, District 3)

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

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

For additional information, contact David Buck at (920) 448-3411 or david.buck@greenbaywi.gov.

Publication Date: December 28, 2020 and January 4, 2021