



# **AGENDA OF THE COMMON COUNCIL**

**TUESDAY, JUNE 29, 2021, 6:00 PM**

**In person at City Hall Room 200.**

**Virtual attendance also available via Zoom.**

**A. Zoom Meeting Information.**

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

**B. Roll Call.**

**C. Pledge of Allegiance.**

**D. Invocation.**

- I. The invocation will be led by Alder Barbara Dorff, District I.

**E. Approval of Minutes.**

- I. Approval of the minutes from the June 1, 2021 Common Council meeting.

**F. Approval of the Agenda.**

**G. Report by the Mayor.**

**H. Announcements.**

**I. Recognitions and Awards.**

- I. In recognition of an heroic act by Jerry Bruley, Electrical Foreperson in the Department of Public Works. Mr. Bruley has been an employee since June 29, 2015.

**J. Appointments.**

- I. Appointments:
  - I. **New Appointments:**

Economic Development Authority

Christopher Garcia, 401 N Washington St., Apt. 221, Green Bay, WI 54301  
Term to expire: June 1, 2024

Landmarks Commission

Rebecca Derenne, 817 N Chestnut Ave., Green Bay, WI 54303  
Term to expire: October 1, 2022

Sex Offender Residence Board

Dominique McQueen, 1324 Syringa Blvd., Green Bay, WI 54303  
Term to expire: May 1, 2026

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

1. General Ordinance No. 14-21  
An ordinance amending Sec. 40-29(m), Green Bay Municipal Code, relating to Class "B" parking violations.
2. General Ordinance No. 15-21  
An ordinance amending Section 40-71, Green Bay Municipal Code, relating to Traffic Regulations.

**L. Report of the Finance Committee (June 22, 2021).**

1. To approve a 2-year contract for cellular phone service with Cellcom. Contract rates piggyback off Brown County contract agreement. Rate plan analysis attached.
2. To approve updates to the Procurement Manual, including updating the procurement threshold to \$10,000. Updated manual attached.
3. To adopt a resolution supporting the legislation of how municipalities pay tax refunds.
4. To approve Law's proposal to pay for outside counsel to provide assistance on certain projects out of the contingency fund for a total of \$43,450. Original referral from the May 25th, 2021 Personnel meeting requests to "have staff study the need for more staff for the City Attorney's office".
5. To receive and place on file the report of the Claims Committee.

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

6. To approve the 2021 borrowing request.
7. An Initial Resolution Authorizing the Issuance of Not to Exceed \$2,145,000 General Obligation Bonds for Street Improvements.  
To suspend the rules and take items 7-17 together with one roll call vote.  
To approve items 7-17.



8. An Initial Resolution Authorizing the Issuance of Not to Exceed \$1,415,000 General Obligation Bonds for Sewerage Improvements.
9. An Initial Resolution Authorizing the Issuance of Not to Exceed \$725,000 General Obligation Bonds for Parking Lots or Other Parking Facilities.
10. An Initial Resolution Authorizing the Issuance of Not to Exceed \$720,000 General Obligation Bonds for Fire Engines and Other Equipment of the Fire Department.
11. An Initial Resolution Authorizing the Issuance of Not to Exceed \$840,000 General Obligation Bonds for Parks and Public Grounds.
12. An Initial Resolution Authorizing the Issuance of Not to Exceed \$375,000 General Obligation Bonds for Bridge Improvements.
13. An Initial Resolution Authorizing the Issuance of Not to Exceed \$460,000 General Obligation Bonds for Harbor Improvements.
14. An Initial Resolution Authorizing the Issuance of Not to Exceed \$2,040,000 General Obligation Bonds to Provide Financial Assistance to Blight Elimination, Slum Clearance, Community Development, Redevelopment, and Urban Renewal Programs and Projects.
15. A Resolution Authorizing and Providing for the Issuance of Not to Exceed \$8,720,000 General Obligation Corporate Purpose Bonds; Providing for the Notification and Sale of Said Bonds; and Other Related Details.
16. A Resolution Authorizing and Directing the Publication of Notice of the Adoption of Initial Resolutions.
17. An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.

**M. Report of the Redevelopment Authority (June 8, 2021).**

- I. To approve the development agreement as presented with 200 N. Monroe PropCo LLC regarding the redevelopment of the properties located at 227 N. Quincy St., 221 N. Quincy St., 624 Pine St., 618 Pine St., 616 Pine St. and 605 Cherry St., as well as a request for Tax Incremental Financing assistance for the project, and forward a final development agreement from the RDA to City Council once reviewed and approved by the City Attorney.

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, and Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

**N. Report of the Improvement & Services Committee (June 23, 2021).**

1. To approve the request by Bird Rides, Inc. to execute a Memorandum of Understanding (MOU) to establish a pilot program for electronic scooter operation with the City of Green Bay.
2. To approve as amended the General Ordinance 17-21 to create Section 40-139, Green Bay Municipal Code, relating to electric scooter regulations.
3. To refer to staff on granting easements to AT&T and other public utilities for installation and infrastructure work in the public right-of-way, specifically but not entirely in the area of Parkwood Drive, Fawn Lane, and Packerland Drive. (Ald. Brunette)
4. To refer to staff to prepare a draft ordinance and bring back to Committee for approval the request by Department of Public Works to establish limits for the determination of indigency as required under Section 34-42 (f), Green Bay Municipal Code.
5. To approve the request by Department of Public Works regarding approval of the annual Compliance Maintenance Annual Report (CMAR) and resolution for the Wisconsin Department of Natural Resources (WDNR) sanitary sewer collection permit and authorize the Mayor and City Clerk to execute the resolution, and authorize the Director of Public Works to submit the report to the WDNR.
6. To approve the request by Department of Public Works to enter into a County/Municipal Agreement for safety improvements at the intersection of West Mason Street and Packerland Drive and authorize the Director of Public Works to execute the Agreement.
7. To approve the request by Parks Department and Department of Public Works to accept a NRDA Grant to fund improvements at the Green Bay Metro Boat Launch.
8. To approve the request by Department of Public Works to award the following construction contracts at a staff level and report the award at the next regular meeting of the Improvement and Services Committee:
  - A. LEICHT PARK FENDERING AND MOORING
  - B. SEWERS 3-21 N. DANZ AVENUE STORM SEWER
  - C. SEWERS 4-21 (MINI SEWER)
  - D. SEWERS 5-21 EAST SHORE DRIVE SANITARY LIFT STATION
9. To approve the award of the following contracts:
  - A. SEWERS 2-21 (BASIN REPAIR) to the low responsive bidder, PTS Contractors, Inc., in the amount of \$717,000.
  - B. WSG 1-21 TUCK POINTING to the low responsive bidder, Berglund Construction Co., in the amount of \$87,560.
10. To receive and place on file the report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

- a. A & M Concrete and Construction
- b. Carter Construction
- c. Complete Concrete Solutions LLC
- d. Douglas J. Maurer Concrete, LLC
- e. Lakefront Flatwork and Construction
- f. Skyline Contractors LLC
- g. Total Construction

**O. Report of the Protection & Policy Committee (June 22, 2021).**

1. To hold a renewal application for a "Class B" Combination license by the Cannery Market, LLC at 320 N. Broadway Suite 101 until the August 23, 2021 Protection & Policy Committee meeting.
2. To approve a change of agent for Pit Row, Inc. at 2030 University Ave.
3. To approve a change of agent at Lost Bandito's West LLC at 2335 W. Mason St.
4. To approve a request by The Automobile Gallery at 400 S. Adams St. to extend their licensed premises to the parking lot on July 10, 2021 subject to complaint.
5. To approve a renewal application for a "Class B" Combination-Reserve license by the Daily Buzz, LLC at 130 E. Walnut St. with a change of agent, with the approval of the proper authorities.
6. To approve a renewal application for a "Class B" Combination license by Bay Beer Bellys LLC at 708 Bodart St., with the approval of the proper authorities.
7. To approve a renewal application for a "Class B" Combination license by Jam Rock GB LLC at 700 Bodart St., with the approval of the proper authorities.
8. To approve a renewal application for a "Class B" Combination license by MO-J Willis Inc. at 2035 University Ave., with the approval of the proper authorities.
9. To approve a renewal application for a "Class B" Combination license by Belgium, LLC at 2600 Niagara Tr., with the approval of the proper authorities.
10. To approve a renewal application for a "Class B" Combination license by Chepbop, LLC at 709 S. Broadway, with the approval of the proper authorities.
11. To approve a renewal application for a "Class A" Liquor and Class "A" Beer license by Nicolet Gas, Inc. at 2260 Nicolet Ave., with the approval of the proper authorities.
12. To waive the ordinance requirements for an outdoor premise with respect to fence height and imperviousness and to approve an application for a "Class B" Combination license for Captain Jack's LLC at 101 Bay Beach Rd. with a licensed premises description as "2 BUILDING IN CENTER OF SOUTH BAY MARINA, SWIM POOL, PATIOS TO EAST AND SOUTH," with the approval of the proper authorities.

13. To approve a liquor license renewal application for the 2021-2022 license year for Captain's Jack LLC at 101 Bay Beach Rd, pending the approval of the original application at the June 29 Council meeting, with the approval of the proper authorities.
14. To refer to staff a request by Alder Dorff to extend the term length of alderpersons.
15. To receive and place on file the Report on Homelessness, Green Bay Police Department.
16. To receive and place on file The Liquor Violation Report for June 21, 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 (June 7, 2021 and June 21, 2021).**

1. To authorize a Conditional Use Permit (CUP) for a shelter use in an Office/Residential (OR) district at 108 N. Quincy Street, subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval. (Public Hearing & Meeting 06/07/21)
2. To authorize a Conditional Use Permit (CUP) for a drive-through facility at 1979 Main Street, subject to:
  - a) The property owner/applicant initiate a land division and proposal for future land use(s), prior to occupancy of the proposed restaurant, to find an appropriate land use for the remnant land beyond the scope of the proposed restaurant.
  - b) Approval of the Traffic Impact Analysis (TIA) and conditions of approval by the City Traffic Engineer.
  - c) Approval of the requested variance by the Board of Appeals regarding the F.A.R. requirement.
  - d) Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval. (06/07/21)
3. To amend a Conditional Use Permit (CUP) for an expanded assisted living facility, 421 Erie Road, subject to:
  - a) Any expansion of Community Living Arrangement or Assisted Living uses will require an amendment to this Conditional Use Permit.
  - b) Compliance with all the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval. (Public Hearing & Meeting 06/07/21)
4. To hold over the request to amend the Planned Unit Development (PUD) at 610 N. Broadway for the NEW Community Clinic to allow for staff to work with the applicant regarding the scale of the building and consideration of reduced parking along the North Broadway frontage. (Public Hearing & Meeting 06/07/21)
5. To amend the Planned Unit Development (PUD) at 610 N. Broadway for the NEW Community Clinic, subject to the draft Planned Unit Development (PUD). (06/21/21)

6. To authorize a Conditional Use Permit (CUP) for a two-family dwelling located at 1406 Smith Street, with the following condition:
  - a) Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit (CUP).  
(Public Hearing and Meeting 06/21/21)
7. To create a Planned Unit Development (PUD) at 2400 E. Mason Street, subject to the draft Planned Unit Development (PUD). (Public Hearing and Meeting 06/21/21)
8. To approve the closure of an unimproved right-of-way of Cass Street to S. Adams Street to limit vehicular traffic, subject to the Department of Public Works conditions:  
A Hold Harmless Agreement shall be prepared, executed by City and adjacent owner to the north and recorded with the Brown County Register of Deeds which shall include but not limited to the following as to the area Closed to Vehicular Traffic: Purpose of use; Who may use; Who shall pay costs for construction; Who shall pay costs terminated; etc. (06/21/21)
9. To amend Municipal Code Chapter 44-554: Table 44-2, Lot Dimension & Building Bulk Requirement Associated with Minimum Building Widths from 25 ft. to 22 ft. (Public Hearing and Meeting 06/21/21)

**R. Report of the Park Committee (June 23, 2021).**

1. To approve the final master plan for Olde Preble Park.
2. To approve the request the request by Ducks Unlimited and UW-Green Bay to manage the phragmites with herbicide at Ken Euers Park.
3. To approve the request by Wisconsin Public Service to grant a 12' wide utility easement at Christa McAuliffe park.
4. To approve the request by Wisconsin Public Service to grant a 12' wide utility easement at Triangle Hill in the Baird's Creek Greenway.
5. To receive and place on file the staff update on the current staffing levels for the pools.

**S. Report of the Personnel Committee (June 22, 2021).**

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
  - a. Building Inspector - Community & Economic Development
  - b. Operator I - Public Works
  - c. Truck Driver - Public Works
  - d. Parking Building Technician - Public Works
2. Update and discussion on Green Bay Professional Police Association labor negotiations

The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in

open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

**T. Report of the Tax Incremental Districts Joint Review Board (June 23, 2021).**

- I. To receive and place on file the Tax Incremental Districts annual reports.

**U. Report of the Economic Development Authority (June 7, 2021).**

- I. To adopt the Brownfields Revolving Loan Fund Policies and Procedures.

**V. Receive and Place on File.**

- I. The Municipal Court Report for May 2021.
2. Building Report for May 2021

**W. Ordinances - First and Final Reading for Adoption**

- I. General Ordinance 17-21  
An ordinance to create Section 40-139, Green Bay Municipal Code, relating to electric scooter regulations.

**X. Resolutions.**

- I. Resolution authorizing conditional use permit at 108 N. Quincy Street.
2. Resolution authorizing conditional use permit at 1979 Main Street.
3. Resolution amending the conditional use permit authorized at 421 Erie Road.
4. Resolution authorizing conditional use permit at 1406 Smith Street.
5. Resolution supporting the legislation of how municipalities pay tax refunds.
6. Initial Resolution Authorizing the Issuance of Not to Exceed \$2,145,000 General Obligation Bonds for Street Improvements.
7. Initial Resolution Authorizing the Issuance of Not to Exceed \$1,415,000 General Obligation Bonds for Sewerage Improvements.
8. Initial Resolution Authorizing the Issuance of Not to Exceed \$725,000 General Obligation Bonds for Parking Lots or Other Parking Facilities.
9. Initial Resolution Authorizing the Issuance of Not to Exceed \$720,000 General Obligation Bonds for Fire Engines and Other Equipment of the Fire Department.
10. Initial Resolution Authorizing the Issuance of Not to Exceed \$840,000 General Obligation Bonds for Parks and Public Grounds.
11. Initial Resolution Authorizing the Issuance of Not to Exceed \$375,000 General Obligation Bonds for Bridge Improvements.

12. Initial Resolution Authorizing the Issuance of Not to Exceed \$460,000 General Obligation Bonds for Harbor Improvements.
13. Initial Resolution Authorizing the Issuance of Not to Exceed \$2,040,000 General Obligation Bonds to Provide Financial Assistance to Blight Elimination, Slum Clearance, Community Development, Redevelopment, and Urban Renewal Programs and Projects.
14. Resolution Authorizing and Providing for the Issuance of Not to Exceed \$8,720,000 General Obligation Corporate Purpose Bonds; Providing for the Notification and Sale of Said Bonds; and Other Related Details.
15. Resolution Authorizing and Directing the Publication of Notice of the Adoption of Initial Resolutions.
16. Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.
17. Resolution drawing final orders to contractors for June 29, 2021.
18. Resolution authorizing transfer of funds from contingency to legal expenses for a total of \$43,450.
19. Resolution approving the Wisconsin Department of Natural Resources NR 208 - Compliance Maintenance Annual Report.

#### **Y. Ordinances - First Reading.**

1. Zoning Ordinance No. 07-21  
An ordinance amending Zoning Ordinance No. 12-10 for planned unit development (PUD) located at 610 N. Broadway.
2. Zoning Ordinance No. 06-21  
An ordinance creating a planned unit development (PUD) for property located at 2400 E. Mason Street.
3. General Ordinance No. 16-21  
An ordinance amending Section 44-554, Table 44-2, Green Bay Municipal Code, relating to minimum building width.
4. Planning Ordinance No. 03-21  
An Ordinance amending the Official Map of the City of Green Bay by closing a portion of Cass Street to Public Traffic.

#### **Z. Committee of the Whole**

1. Consideration with possible action on initiating litigation against opioid manufacturers for potential violations of law in the marketing, sale, and distribution of opioids.

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

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

2. Consideration with possible action to grant final approval authority to the Protection and Policy Committee for liquor license applications, liquor license amendments and operators licenses from July 1, 2021 to July 31, 2021.

**AA. Referral of Petitions & Communications.**

**BB. Adjournment.**

- 1) SUPPLEMENTAL INFORMATION: The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at [www.greenbaywi.gov/Meetings](http://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

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Common Council 06/29/2021

## Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/85201484286>

Meeting ID: 852 0148 4286

Passcode: 412204

One tap mobile

+13017158592,,85201484286#,,,,\*412204# US (Washington DC)

+13126266799,,85201484286#,,,,\*412204# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 852 0148 4286

Passcode: 412204

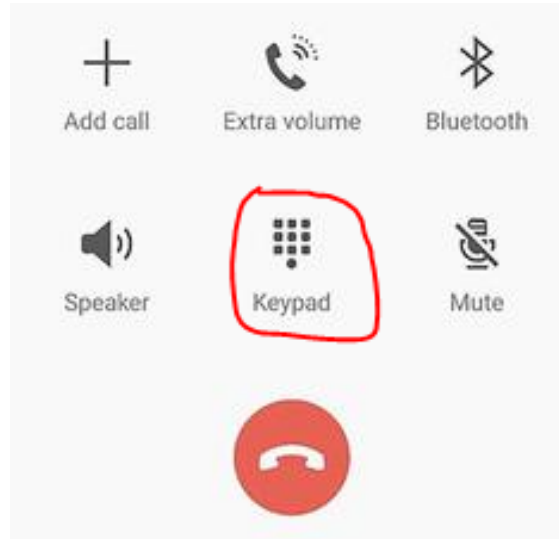
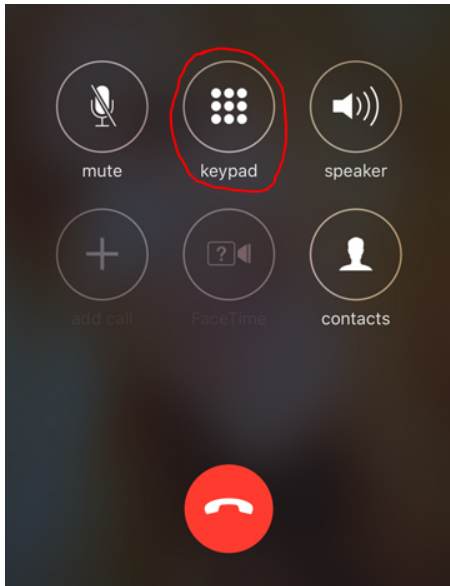
Find your local number: <https://us02web.zoom.us/j/85201484286>

## Additional Information

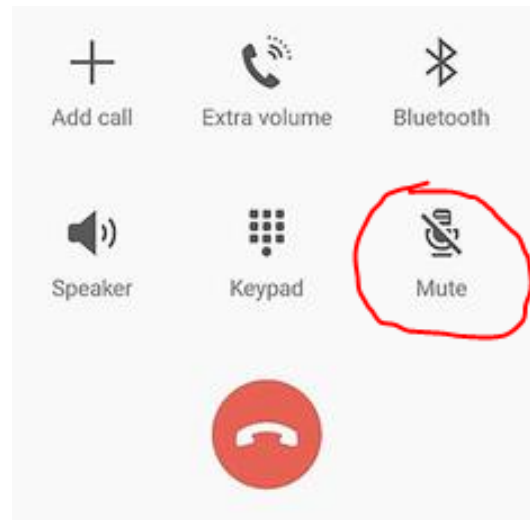
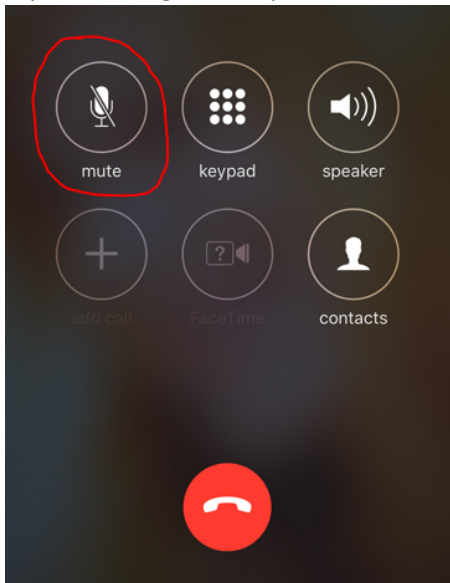
1. Wisconsin Open Meetings Law still applies
  - a. Persons interested in speaking to an item must give their name and address
  - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.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

June 29, 2021

**PREPARED BY**

Celestine Jeffreys, Clerk

**AGENDA ITEM # I.1**

In recognition of an heroic act by Jerry Bruley, Electrical Foreperson in the Department of Public Works. Mr. Bruley has been an employee since June 29, 2015.

**BACKGROUND**

While recently on vacation in Gulf Shores, Alabama, with his family, Jerry Bruley and a group of bystanders noticed that a man in the water was struggling to make it back to shore. While one of the bystanders went to seek help from a lifeguard, Jerry entered the water and began making his way to the struggling person. By the time additional help had arrived, Jerry had taken the man in tow, fought through the dangerous rip tide conditions, and brought the man approximately 100 yards back to shore. Upon making it back safely to shore, the man admitted to Jerry that he knew he was in trouble and thought about just giving up until Jerry showed up. When asked about the experience, Jerry simply stated that instinct took over and he doesn't remember consciously thinking about going out, he just did what needed to be done.

**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

None



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

Calvin Winters

**AGENDA ITEM # L.1**

To approve a 2-year contract for cellular phone service with Cellcom. Contract rates piggyback off Brown County contract agreement. Rate plan analysis attached.

**BACKGROUND**

The new 2-year contract is expected to save the city \$1,156.19 per month or over the course of the contract \$27,750.00.

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. 2021 Cellcom Rate Plan Analysis

# CITY OF GREEN BAY

RATE PLAN ANALYSIS BASED ON AVERAGE USAGE FROM FEBRUARY TO APRIL 2021

| Account Number | Mobile Number  | User Name              | Current Plan | \$ Discount | \$ Airtime | Used | Text | Anytime | \$ Features | Total     | New Plan   | New Plan \$ | \$ Discount | \$ Airtime | \$ Features | Total     | Savings  |
|----------------|----------------|------------------------|--------------|-------------|------------|------|------|---------|-------------|-----------|------------|-------------|-------------|------------|-------------|-----------|----------|
| 123662         | (920) 532-3048 | ELECTION 1             | \$ 35.00     | \$ (5.00)   | \$ -       | 0.00 | 0    | 0       | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ -        | \$ -       | \$ -        | \$ 30.00  | \$ 5.00  |
|                | (920) 532-3122 | ELECTION 2             | \$ 35.00     | \$ (5.00)   | \$ -       | 0.02 | 0    | 0       | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 20.00  | \$ 5.00  |
|                | (920) 591-2895 | ELECTION 6             | \$ 35.00     | \$ (5.00)   | \$ -       | 0.04 | 0    | 0       | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 591-2896 | ELECTION 5             | \$ 35.00     | \$ (5.00)   | \$ -       | 0.00 | 0    | 0       | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 591-2897 | ELECTION 4             | \$ 35.00     | \$ (5.00)   | \$ -       | 0.00 | 0    | 0       | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 591-2898 | ELECTION 3             | \$ 35.00     | \$ (5.00)   | \$ -       | 0.00 | 0    | 0       | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 609-4851 | MAIT MATUSZAK          | \$ 35.00     | \$ (5.00)   | \$ -       | 0.00 | 0    | 0       | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 615-9409 | TERRY SORELLE          | \$ 35.00     | \$ (5.00)   | \$ -       | 0.12 | 8    | 652     | \$ 38.00    | \$ 68.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ 38.00    | \$ 63.00  | \$ 5.00  |
|                | (920) 770-5007 | AMAR RIVERA            | \$ 35.00     | \$ (5.00)   | \$ -       | 0.03 | 0    | 273     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 606-0207 | HARMAN SINGH           | \$ 35.00     | \$ (5.00)   | \$ -       | 1.44 | 9    | 109     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
| 130772         | (920) 606-1441 | CHRIS BRAATZ           | \$ 35.00     | \$ (5.00)   | \$ -       | 0.36 | 12   | 450     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 609-3869 | PATTY KIEWITZ          | \$ 35.00     | \$ (5.00)   | \$ -       | 7.15 | 38   | 990     | \$ 99.75    | \$ 129.75 | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ 76.00    | \$ 101.75 | \$ 28.75 |
|                | (920) 613-8252 | KENNY HOFER            | \$ 35.00     | \$ (5.00)   | \$ -       | 0.27 | 65   | 91      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 770-8773 | PATRICK SCHMIDT        | \$ 35.00     | \$ (5.00)   | \$ -       | 1.21 | 18   | 91      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (715) 906-2615 | YARD WASTE MONITOR #1  | \$ 10.00     | \$ -        | \$ -       | 1.35 | 0    | 0       | \$ -        | \$ 10.00  | Share Plus | \$ 10.00    | \$ -        | \$ -       | \$ -        | \$ 10.00  | \$ 0.00  |
|                | (715) 906-2618 | YARD WASTE MONITORING  | \$ 10.00     | \$ -        | \$ -       | 1.44 | 0    | 0       | \$ -        | \$ 10.00  | Share Plus | \$ 10.00    | \$ -        | \$ -       | \$ -        | \$ 10.00  | \$ 0.00  |
|                | (920) 370-5831 | JERRY                  | \$ 35.00     | \$ (5.00)   | \$ -       | 0.53 | 1    | 400     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 608-3147 | TIM REED               | \$ 35.00     | \$ (5.00)   | \$ -       | 0.41 | 0    | 90      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 606-6392 | RYAN DACHELET          | \$ 35.00     | \$ (5.00)   | \$ -       | 0.14 | 0    | 41      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 819-8487 | CITY OF GB DPW         | \$ 35.00     | \$ (5.00)   | \$ -       | 0.16 | 0    | 260     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
| 154541         | (920) 819-8487 | CITY OF GB DPW         | \$ 35.00     | \$ (5.00)   | \$ -       | 0.27 | 0    | 161     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 819-8491 | CITY OF GB DPW         | \$ 35.00     | \$ (5.00)   | \$ -       | 0.15 | 0    | 1,025   | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 819-8572 | CITY OF GB DPW         | \$ 35.00     | \$ (5.00)   | \$ -       | 0.00 | 0    | 0       | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 855-0722 | BMT 1                  | \$ 35.00     | \$ (5.00)   | \$ -       | 0.31 | 0    | 233     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 855-1114 | BMT 2                  | \$ 35.00     | \$ (5.00)   | \$ -       | 0.29 | 1    | 252     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 655-4145 | DPW OPERATIONS         | \$ 35.00     | \$ (5.00)   | \$ -       | 0.36 | 96   | 463     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 655-4146 | DPW OPERATIONS         | \$ 35.00     | \$ (5.00)   | \$ -       | 0.31 | 8    | 200     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 880-1020 | WS CUSTODIAN           | \$ 35.00     | \$ (5.00)   | \$ -       | 0.19 | 0    | 82      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 880-2339 | MECHANIC EASTSIDE LEAD | \$ 20.00     | \$ -        | \$ -       | 0.00 | 0    | 0       | \$ -        | \$ 20.00  | Share Plus | \$ 20.00    | \$ -        | \$ -       | \$ -        | \$ 20.00  | \$ 0.00  |
|                | (920) 880-2479 | MECHANIC WESTSIDE LEAD | \$ 35.00     | \$ (5.00)   | \$ -       | 0.43 | 2    | 793     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
| 155275         | (920) 880-6162 | DAN SZYMIAK            | \$ 35.00     | \$ (5.00)   | \$ -       | 1.47 | 43   | 294     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 880-6164 | NATE WACHENDORF        | \$ 35.00     | \$ (5.00)   | \$ -       | 1.84 | 41   | 1,200   | \$ 99.75    | \$ 129.75 | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ 99.75    | \$ 124.75 | \$ 28.25 |
|                | (920) 880-6165 | STU STORMER            | \$ 35.00     | \$ (5.00)   | \$ -       | 0.82 | 19   | 128     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 880-6166 | CHRIS PILOT            | \$ 35.00     | \$ (5.00)   | \$ -       | 1.97 | 16   | 50      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 880-6167 | DPW OPERATIONS         | \$ 35.00     | \$ (5.00)   | \$ -       | 0.67 | 50   | 791     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 770-7930 | DPW PARTS CLERK        | \$ 35.00     | \$ (5.00)   | \$ -       | 0.13 | 0    | 22      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 806-3676 | INVESTIGATOR HOUSING   | \$ 20.00     | \$ -        | \$ -       | 0.00 | 0    | 409     | \$ -        | \$ 20.00  | Share Plus | \$ 20.00    | \$ (5.00)   | \$ -       | \$ -        | \$ 15.00  | \$ 5.00  |
|                | (920) 613-6371 | BILL PAAPE             | \$ 35.00     | \$ (5.00)   | \$ -       | 0.61 | 0    | 584     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 615-7527 | JOSHUA MILLER          | \$ 35.00     | \$ (5.00)   | \$ -       | 0.82 | 0    | 12      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 639-2871 | SCOTT NELSON           | \$ 35.00     | \$ (5.00)   | \$ -       | 0.51 | 1    | 540     | \$ 66.50    | \$ 96.50  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ 99.75    | \$ 124.75 | \$ 28.25 |
| 157745         | (920) 660-7021 | PAUL MARTELL           | \$ 35.00     | \$ (5.00)   | \$ -       | 0.41 | 0    | 365     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 660-7022 | ROB CORMIER            | \$ 35.00     | \$ (5.00)   | \$ -       | 0.76 | 2    | 1,011   | \$ 62.25    | \$ 82.25  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 660-7023 | KEVIN DAVISTER         | \$ 35.00     | \$ (5.00)   | \$ -       | 0.56 | 9    | 1,141   | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 660-7024 | JASON SLADKY           | \$ 35.00     | \$ (5.00)   | \$ -       | 0.51 | 20   | 1,375   | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 680-4372 | DONNA ROSENTHAL        | \$ 35.00     | \$ (5.00)   | \$ -       | 0.37 | 9    | 393     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 680-4373 | STEVE KRUEGER          | \$ 35.00     | \$ (5.00)   | \$ -       | 0.66 | 0    | 344     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 680-4375 | PETE O'CONNOR          | \$ 35.00     | \$ (5.00)   | \$ -       | 0.05 | 0    | 109     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 680-4377 | PETER SKOGG            | \$ 35.00     | \$ (5.00)   | \$ -       | 0.19 | 10   | 148     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 680-4378 | JASON STUBBLE          | \$ 35.00     | \$ (5.00)   | \$ -       | 0.06 | 0    | 78      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 680-4387 | MIKE VAN DE WETERING   | \$ 35.00     | \$ (5.00)   | \$ -       | 1.11 | 1    | 247     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
| 157745         | (920) 680-4731 | ERIC CRUMMAY           | \$ 35.00     | \$ (5.00)   | \$ -       | 0.01 | 0    | 59      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 680-4931 | MARCUS RUFLEDT         | \$ 35.00     | \$ (5.00)   | \$ -       | 0.70 | 0    | 30      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 680-6505 | CHAD ROTHMEIER         | \$ 35.00     | \$ (5.00)   | \$ -       | 0.47 | 0    | 744     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 680-7994 | TIM MEVES              | \$ 35.00     | \$ (5.00)   | \$ -       | 1.16 | 4    | 422     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 770-8790 | RONDA BITNEY           | \$ 35.00     | \$ (5.00)   | \$ -       | 0.07 | 0    | 69      | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 621-1229 | MONA LEADWORKER        | \$ 35.00     | \$ (5.00)   | \$ -       | 1.16 | 4    | 422     | \$ 76.00    | \$ 96.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ 99.75    | \$ 124.75 | \$ 28.25 |
|                | (920) 621-1424 | ROGERS                 | \$ 35.00     | \$ (5.00)   | \$ -       | 2.73 | 1    | 128     | \$ -        | \$ 20.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 621-1595 | VPN LINE               | \$ 35.00     | \$ (5.00)   | \$ -       | 0.02 | 0    | 392     | \$ -        | \$ 30.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 621-6401 | BMT EQUIP              | \$ 35.00     | \$ (5.00)   | \$ -       | 0.58 | 1    | 65      | \$ -        | \$ 20.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 676-1429 | DPW SCANLAN            | \$ 35.00     | \$ (5.00)   | \$ -       | 0.12 | 29   | 514     | \$ -        | \$ 20.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
| 157745         | (920) 676-1449 | PARKING KUZMA          | \$ 35.00     | \$ (5.00)   | \$ -       | 1.05 | 15   | 322     | \$ -        | \$ 20.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
|                | (920) 676-1459 | RUBY OFFICERS          | \$ 35.00     | \$ (5.00)   | \$ -       | 2.16 | 7    | 264     | \$ -        | \$ 20.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |
| 157745         | (920) 676-4139 | PARKING MISCHO         | \$ 35.00     | \$ (5.00)   | \$ -       | 0.77 | 0    | 25      | \$ -        | \$ 20.00  | Share Plus | \$ 35.00    | \$ (10.00)  | \$ -       | \$ -        | \$ 25.00  | \$ 5.00  |

|         |                |                               |          |            |      |       |     |     |          |           |            |          |      |      |      |          |            |            |
|---------|----------------|-------------------------------|----------|------------|------|-------|-----|-----|----------|-----------|------------|----------|------|------|------|----------|------------|------------|
| 1002069 | (920) 676-4159 | PARKING BOUCHE                | \$ 35.00 | \$ (15.00) | \$ - | 3.07  | 7   | 97  | \$ -     | \$ 20.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ (55.00) |            |
|         | (920) 370-5052 | THROW PHONE 1                 | \$ -     | \$ -       | \$ - | 0.00  | 0   | 2   | \$ -     | \$ -      | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 370-5053 | THROW PHONE 2                 | \$ -     | \$ -       | \$ - | 0.00  | 0   | 9   | \$ -     | \$ -      | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 370-4367 | GB PD SCOUT CHARLIE           | \$ -     | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ -      | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 370-4368 | GB PD SCOUT DAVID             | \$ -     | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ -      | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 370-6368 | GB PD SCOUT EDWARD            | \$ -     | \$ -       | \$ - | 0.00  | 3   | 88  | \$ -     | \$ -      | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 370-6369 | GB PD SCOUT EDWARD            | \$ -     | \$ -       | \$ - | 0.00  | 0   | 1   | \$ -     | \$ -      | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 676-3512 | GB PD SCOUT ADAM              | \$ -     | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ -      | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 676-3532 | GB PD SCOUT BRAVO             | \$ -     | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ -      | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 371-5178 | MIKE HRONEK                   | \$ 35.00 | \$ (5.00)  | \$ - | 3.44  | 430 | 358 | \$ 66.50 | \$ 96.50  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 76.00 | \$ 101.00  | \$ (54.50) |
| 1006110 | (920) 855-4958 | MIS ON CALL PHONE             | \$ -     | \$ -       | \$ - | 0.00  | 0   | 0   | \$ 0.99  | \$ 0.99   | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ 0.99  | \$ 0.99    | \$ (50.00) |
|         | (920) 782-0233 | MIFI2 IS SURFACE              | \$ 10.00 | \$ -       | \$ - | 0.01  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 782-0243 | MIFI1 IS SURFACE              | \$ 10.00 | \$ -       | \$ - | 7.79  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 255-1631 | IPAD 22                       | \$ 10.00 | \$ -       | \$ - | 1.34  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 255-1534 | IPAD 25                       | \$ 10.00 | \$ -       | \$ - | 0.81  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 255-2242 | IPAD 27                       | \$ 10.00 | \$ -       | \$ - | 0.03  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 255-2605 | IPAD 30                       | \$ 10.00 | \$ -       | \$ - | 0.06  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 255-2609 | IPAD 31                       | \$ 10.00 | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 255-2636 | IPAD 39 GB FD                 | \$ 10.00 | \$ -       | \$ - | 0.03  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 370-5238 | IPAD                          | \$ 10.00 | \$ -       | \$ - | 0.12  | 0   | 0   | \$ 99.75 | \$ 109.75 | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 99.75 | \$ 109.75  | \$ (50.00) |
| 1024309 | (920) 806-1219 | ENGINE 461 SIERRA MODEM       | \$ 10.00 | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 806-4721 | IPAD 7                        | \$ 10.00 | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 806-4925 | IPAD 8                        | \$ 10.00 | \$ -       | \$ - | 0.08  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 806-7819 | IPAD 11                       | \$ 10.00 | \$ -       | \$ - | 0.51  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 806-8965 | IPAD 14                       | \$ 10.00 | \$ -       | \$ - | 0.30  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 809-3029 | IPAD 19                       | \$ 10.00 | \$ -       | \$ - | 0.34  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 615-2366 | TOUGHBK 18-1                  | \$ 10.00 | \$ -       | \$ - | 0.19  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 615-2597 | TOUGHBK 18-2                  | \$ 10.00 | \$ -       | \$ - | 0.49  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 615-2662 | TOUGHBK 18-3                  | \$ 10.00 | \$ -       | \$ - | 1.09  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 815-2678 | TOUGHBK 18-4                  | \$ 10.00 | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
| 1028144 | (920) 815-2798 | TOUGHBK 18-5                  | \$ 10.00 | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 815-2847 | TOUGHBK 18-6                  | \$ 10.00 | \$ -       | \$ - | 0.16  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 815-4092 | COMMAND UNIT MIFI             | \$ 10.00 | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 821-2978 | MED494                        | \$ 43.95 | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ 43.95  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 855-0796 | MED492                        | \$ -     | \$ -       | \$ - | 0.00  | 0   | 4   | \$ -     | \$ -      | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 855-7386 | MED493                        | \$ -     | \$ -       | \$ - | 0.00  | 0   | 28  | \$ -     | \$ -      | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 855-7389 | MED491                        | \$ -     | \$ -       | \$ - | 0.00  | 0   | 34  | \$ -     | \$ -      | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 878-2975 | GB METRO FIRE 3 CRADLEPOINT   | \$ 10.00 | \$ -       | \$ - | 0.00  | 0   | 2   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 878-2976 | GB METRO FIRE 2 CRADLEPOINT   | \$ 10.00 | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (920) 878-2977 | GB METRO FIRE 1 CRADLEPOINT   | \$ 10.00 | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
| 1039886 | (920) 878-2978 | GB METRO FIRE 1 FUITSU TABLET | \$ 10.00 | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (715) 437-1886 | TRIANGLE HILL CRADLEPOINT     | \$ 10.00 | \$ -       | \$ - | 2.77  | 0   | 0   | \$ -     | \$ 10.00  | Share Plus | \$ 10.00 | \$ - | \$ - | \$ - | \$ 10.00 | \$ 10.00   | \$ (50.00) |
|         | (715) 522-1975 | WILDLIFE SANCTUARY            | \$ 35.00 | \$ -       | \$ - | 8.79  | 0   | 0   | \$ -     | \$ 35.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (715) 741-0817 | WLS CRADLEPOINT               | \$ 25.00 | \$ -       | \$ - | 13.05 | 0   | 0   | \$ -     | \$ 25.00  | Share Plus | \$ 39.00 | \$ - | \$ - | \$ - | \$ 39.00 | \$ 39.00   | \$ (14.00) |
|         | (920) 370-3290 | JEREMY CREES                  | \$ 35.00 | \$ (5.00)  | \$ - | 0.30  | 1   | 483 | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 608-5047 | JARED KOELER                  | \$ 35.00 | \$ (5.00)  | \$ - | 0.11  | 2   | 61  | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 608-6298 | PAT BAYE                      | \$ 35.00 | \$ (5.00)  | \$ - | 0.27  | 16  | 225 | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 608-5532 | ANDY KRZEWINA                 | \$ 35.00 | \$ (5.00)  | \$ - | 0.24  | 0   | 904 | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 608-5536 | TOM FRITSCH                   | \$ 35.00 | \$ (5.00)  | \$ - | 0.39  | 16  | 628 | \$ 99.75 | \$ 129.75 | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 99.75 | \$ 124.75  | \$ (50.00) |
|         | (920) 608-5538 | JIM LARSEN                    | \$ 35.00 | \$ (5.00)  | \$ - | 1.50  | 70  | 443 | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
| 1028144 | (920) 609-1642 | DAN JACOBS                    | \$ 20.00 | \$ -       | \$ - | 0.00  | 0   | 0   | \$ -     | \$ 20.00  | Share Plus | \$ -     | \$ - | \$ - | \$ - | \$ -     | \$ (50.00) |            |
|         | (920) 609-1665 | CARETAKER ONE                 | \$ 35.00 | \$ (5.00)  | \$ - | 0.08  | 1   | 41  | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 609-7275 | FORESTRY ON CALL              | \$ 35.00 | \$ (5.00)  | \$ - | 0.01  | 0   | 13  | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 615-5463 | DAN DITSCHKEIT                | \$ 35.00 | \$ (5.00)  | \$ - | 0.12  | 0   | 7   | \$ 0.99  | \$ 30.99  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 0.99  | \$ 25.99   | \$ (50.00) |
|         | (920) 615-5825 | JAMES ANDERSON                | \$ 35.00 | \$ (5.00)  | \$ - | 0.30  | 17  | 297 | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 615-6795 | EMMA BROWNE                   | \$ 35.00 | \$ (5.00)  | \$ - | 1.07  | 10  | 567 | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 615-7219 | BRIAN PELOT                   | \$ 35.00 | \$ (5.00)  | \$ - | 0.38  | 0   | 282 | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 615-9371 | MARK KUGAL                    | \$ 35.00 | \$ (5.00)  | \$ - | 0.16  | 14  | 145 | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 619-4674 | BLDG MAINTENANCE              | \$ 35.00 | \$ -       | \$ - | 0.15  | 0   | 105 | \$ -     | \$ 35.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 821-6880 | GREG BARTA                    | \$ 35.00 | \$ (5.00)  | \$ - | 2.44  | 0   | 121 | \$ 0.99  | \$ 30.99  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 0.99  | \$ 25.99   | \$ (50.00) |
| 1039886 | (920) 639-3390 | SHOP SUPERVISOR PARKS         | \$ 35.00 | \$ (5.00)  | \$ - | 0.89  | 55  | 661 | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 639-3390 | MARK FREIBORG                 | \$ 35.00 | \$ -       | \$ - | 0.22  | 1   | 60  | \$ -     | \$ 35.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 676-3379 | Pool Phone                    | \$ 35.00 | \$ (5.00)  | \$ - | 0.20  | 2   | 124 | \$ -     | \$ 30.00  | Share Plus | \$ 35.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00   | \$ (50.00) |
|         | (920) 676-4357 | JAY LETOURNEAU                | \$ 35.00 | \$ (5.00)  | \$ - | 1.0   |     |     |          |           |            |          |      |      |      |          |            |            |

|         |                |                           |    |       |    |        |    |   |       |      |       |     |        |    |        |            |    |       |    |         |    |    |    |       |       |        |       |
|---------|----------------|---------------------------|----|-------|----|--------|----|---|-------|------|-------|-----|--------|----|--------|------------|----|-------|----|---------|----|----|----|-------|-------|--------|-------|
| 1039909 | (920) 660-6314 | DPW SIGN SHOP             | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.19  | 0    | 88    | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 660-6315 | DAVE HANSON               | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.37  | 1    | 136   | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 660-3528 | SIGN TRUCK 189 JOHN       | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.08  | 0    | 11    | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 370-3166 | JEFF MIX                  | \$ | 20.00 | \$ | -      | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 20.00  |            | \$ | -     | \$ | -       | \$ | -  | \$ | -     | \$    | 20.00  |       |
|         | (920) 613-6066 | TOM KATERS                | \$ | 20.00 | \$ | -      | \$ | - | 0.00  | 0    | 81    | \$  | -      | \$ | 20.00  |            | \$ | -     | \$ | -       | \$ | -  | \$ | -     | \$    | 20.00  |       |
|         | (920) 676-3415 | DAVID SCHMIDT             | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.12  | 21   | 52    | \$  | 24.74  | \$ | 54.74  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 15.00 | \$    | 5.00   |       |
|         | (920) 676-8188 | MASON MANOR LOCKOUT PHONE | \$ | 20.00 | \$ | -      | \$ | - | 0.00  | 14   | 233   | \$  | -      | \$ | 20.00  |            | \$ | -     | \$ | -       | \$ | -  | \$ | 15.00 | \$    | 5.00   |       |
|         | (920) 608-4993 | ENGINESEWER UNIT 96       | \$ | 10.00 | \$ | -      | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | (5.00)  | \$ | -  | \$ | 10.00 | \$    | 5.00   |       |
|         | (920) 609-6322 | SCOTT MARTEN              | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.57  | 9    | 433   | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 609-6331 | MIKE DENIEL               | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.61  | 5    | 296   | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
| 1040312 | (920) 655-4147 | GB SEWER LOCATOR          | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.20  | 0    | 32    | \$  | 66.50  | \$ | 96.50  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 608-4376 | DPW OPERATIONS            | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.29  | 17   | 263   | \$  | 0.99   | \$ | 30.99  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 370-6365 | HECKENLEABLE DATA CARD    | \$ | 10.00 | \$ | -      | \$ | - | 4.78  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | (5.00)  | \$ | -  | \$ | 10.00 | \$    | 5.00   |       |
|         | (920) 606-4524 | CHUCK Y ENGINEERS         | \$ | 16.95 | \$ | (7.00) | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 9.95   |            | \$ | -     | \$ | -       | \$ | -  | \$ | -     | \$    | 9.95   |       |
|         | (920) 608-7100 | ENGINESEWER UNIT 95       | \$ | 43.95 | \$ | -      | \$ | - | 6.17  | 0    | 0     | \$  | -      | \$ | 43.95  |            | \$ | -     | \$ | -       | \$ | -  | \$ | 15.00 | \$    | 28.95  |       |
|         | (920) 609-4753 | JOSH JOHNSON              | \$ | 16.95 | \$ | (7.00) | \$ | - | 0.00  | 10   | 81    | \$  | -      | \$ | 9.95   |            | \$ | -     | \$ | -       | \$ | -  | \$ | -     | \$    | 9.95   |       |
|         | (920) 609-4754 | JEFF BODOH                | \$ | 16.95 | \$ | (7.00) | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 9.95   |            | \$ | -     | \$ | -       | \$ | -  | \$ | -     | \$    | 9.95   |       |
|         | (920) 609-4755 | DOUG KROPP                | \$ | 16.95 | \$ | (7.00) | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 9.95   |            | \$ | -     | \$ | -       | \$ | -  | \$ | -     | \$    | 9.95   |       |
|         | (920) 609-4756 | ROBBIE WOLDT              | \$ | 16.95 | \$ | (7.00) | \$ | - | 0.00  | 7    | 3     | \$  | -      | \$ | 9.95   |            | \$ | -     | \$ | -       | \$ | -  | \$ | 0.50  | \$    | 9.45   |       |
|         | (920) 609-4757 | PAUL PLAMANN              | \$ | 16.95 | \$ | (7.00) | \$ | - | 0.00  | 8    | 34    | \$  | -      | \$ | 9.95   |            | \$ | -     | \$ | -       | \$ | -  | \$ | 2.10  | \$    | 7.85   |       |
| 1041458 | (920) 613-5560 | KELLI MINCHESKI           | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.29  | 1    | 54    | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 655-7238 | BILL TOMCHER              | \$ | 16.95 | \$ | (7.00) | \$ | - | 0.01  | 10   | 39    | \$  | -      | \$ | 9.95   |            | \$ | -     | \$ | -       | \$ | -  | \$ | 15.00 | \$    | 5.00   |       |
|         | (920) 660-6413 | JENNIFER MCCARTNEY        | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.57  | 15   | 426   | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 660-6414 | NEW EMPLOYEE              | \$ | 16.95 | \$ | (7.00) | \$ | - | 0.00  | 0    | 1     | \$  | -      | \$ | 9.95   |            | \$ | -     | \$ | -       | \$ | -  | \$ | 0.05  | \$    | 9.90   |       |
|         | (920) 660-7025 | JOHN MUELLER              | \$ | -     | \$ | -      | \$ | - | 14.21 | 0.00 | 0     | 36  | \$     | -  | \$     | 14.21      |    | \$    | -  | \$      | -  | \$ | -  | \$    | 15.00 | \$     | 30.79 |
|         | (920) 660-7508 | TRISTA HOBBS              | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.33  | 5    | 188   | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 680-1217 | JEFF LAMBRICHT            | \$ | 16.95 | \$ | (7.00) | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 9.95   |            | \$ | -     | \$ | -       | \$ | -  | \$ | -     | \$    | 9.95   |       |
|         | (920) 680-1718 | PAM FREEMAN               | \$ | -     | \$ | -      | \$ | - | 29.13 | 0.00 | 0     | 269 | \$     | -  | \$     | 29.13      |    | \$    | -  | \$      | -  | \$ | -  | \$    | 15.00 | \$     | 34.13 |
|         | (920) 680-3527 | MICHAEL DEBAUCHE          | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.24  | 4    | 42    | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 680-3529 | MATT WOICEK               | \$ | 16.95 | \$ | (7.00) | \$ | - | 0.00  | 2    | 33    | \$  | -      | \$ | 9.95   |            | \$ | -     | \$ | -       | \$ | -  | \$ | 1.75  | \$    | 8.20   |       |
| 1178724 | (920) 680-3531 | TAYLOR CONGER             | \$ | 43.95 | \$ | -      | \$ | - | 0.00  | 1    | 0     | \$  | 8.95   | \$ | 52.90  |            | \$ | -     | \$ | -       | \$ | -  | \$ | 0.05  | \$    | 52.85  |       |
|         | (920) 680-3631 | JAMES BRUNETTE            | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.13  | 0    | 13    | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 680-3632 | JAMIE CYNOR               | \$ | 16.95 | \$ | (7.00) | \$ | - | 0.01  | 2    | 87    | \$  | -      | \$ | 9.95   |            | \$ | -     | \$ | -       | \$ | -  | \$ | 15.00 | \$    | 5.00   |       |
|         | (920) 680-6180 | STEVE GRENIER             | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.15  | 1    | 53    | \$  | 76.00  | \$ | 106.00 | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 76.00 | \$    | 101.00 |       |
|         | (920) 680-7008 | VANESSA CHAVEZ            | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.13  | 0    | 936   | \$  | 19.00  | \$ | 49.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 44.00 | \$    | 55.00  |       |
|         | (920) 615-2737 | JOANNE BAUMGART           | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.08  | 1    | 1,105 | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 615-9636 | NATE FROEMMING            | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.07  | 0    | 292   | \$  | 23.75  | \$ | 53.75  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 38.00 | \$    | 63.00  |       |
|         | (920) 609-4288 | MELANIE FALK              | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.49  | 5    | 426   | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (920) 615-9480 | JOE FAULDS                | \$ | 35.00 | \$ | (5.00) | \$ | - | 0.73  | 8    | 679   | \$  | -      | \$ | 30.00  | Share Plus | \$ | 35.00 | \$ | (10.00) | \$ | -  | \$ | 25.00 | \$    | 5.00   |       |
|         | (715) 775-0797 | MED 451                   | \$ | 10.00 | \$ | -      | \$ | - | 0.03  | 0    | 0     | \$  | 427.50 | \$ | 437.50 | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | 99.75 | \$    | 109.75 |       |
| 1179308 | (715) 775-0798 | MED 404                   | \$ | 10.00 | \$ | -      | \$ | - | 0.65  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | 99.75 | \$    | 109.75 |       |
|         | (715) 775-0801 | MED 491                   | \$ | 10.00 | \$ | -      | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
|         | (920) 370-3429 |                           | \$ | 10.00 | \$ | -      | \$ | - | 3.29  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
|         | (920) 370-3862 |                           | \$ | 10.00 | \$ | -      | \$ | - | 0.02  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
|         | (920) 606-3959 | GB FIRE BC-411            | \$ | 10.00 | \$ | -      | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
|         | (920) 606-4728 | VEHICLE 85                | \$ | 10.00 | \$ | -      | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
|         | (920) 636-7158 | OPERATIONS LIEUTENANT     | \$ | 10.00 | \$ | -      | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
|         | (920) 639-7602 | MED 461                   | \$ | 10.00 | \$ | -      | \$ | - | 0.10  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
|         | (920) 642-4972 | BIKE 86                   | \$ | 10.00 | \$ | -      | \$ | - | 0.44  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
|         | (920) 655-3506 | CSI 39                    | \$ | 10.00 | \$ | -      | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
| 1372705 | (920) 655-3549 | CRIME SCENE               | \$ | 10.00 | \$ | -      | \$ | - | 0.00  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
|         | (920) 655-4856 | VEHICLE 40                | \$ | 10.00 | \$ | -      | \$ | - | 0.04  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
|         | (920) 655-7036 | VEHICLE 45                | \$ | 10.00 | \$ | -      | \$ | - | 4.61  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | -     | \$    | 10.00  |       |
|         | (920) 655-7238 | VEHICLE 46                | \$ | 10.00 | \$ | -      | \$ | - | 5.27  | 0    | 0     | \$  | -      | \$ | 10.00  | Share Plus | \$ | 10.00 | \$ | -       | \$ | -  | \$ | \$    |       |        |       |



|         |             |       |          |        |       |        |            |             |            |    |                   |            |            |                    |
|---------|-------------|-------|----------|--------|-------|--------|------------|-------------|------------|----|-------------------|------------|------------|--------------------|
| TOTALS: | \$ 4,976.35 | ##### | \$ 43.54 | 184.91 | 1,397 | 35,203 | \$1,610.40 | \$ 5,965.29 | \$4,753.00 | \$ | (1,160.00)        | \$1,230.45 | \$4,828.10 | \$1,156.19         |
|         |             |       |          |        |       |        |            |             |            |    | Estimated Savings |            |            | <b>\$ 1,156.19</b> |

| Current Features Per Line: |          | New Features Per Line: |
|----------------------------|----------|------------------------|
| (920) 615-9409             | \$36.00  | Data Share 3GB         |
| (920) 609-3869             | \$99.75  | Data Share 25GB        |
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| (920) 639-2671             | \$66.50  | Data Share 10GB        |
| (920) 660-7022             | \$52.25  | Data Share 6GB         |
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| (715) 775-0798             | \$427.50 | Data Share 1GB         |
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| (920) 615-9314             | \$19.00  | Data Share 10GB        |
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| BUSINESS SELECT SHARE PLUS PLAN       |               |             |  |
|---------------------------------------|---------------|-------------|--|
| 109 SMARTPHONE LINES AT \$35.00 EACH  |               |             |  |
| 58 MIBS/TABLET LINES AT \$10.00 EACH  |               |             |  |
| Minutes Included:                     | UNLIMITED     | Anytime     |  |
|                                       | UNLIMITED     | Texting     |  |
|                                       | 244GB, 1500MB | Shared Data |  |
| Minutes Used:                         | 34,924        | Peak        |  |
|                                       | 1,376         | Texts       |  |
|                                       | 154.80        | Data (GB's) |  |
| 25 GOVERNMENT LINES AT \$0.00 EACH    |               |             |  |
| Monthly Rate:                         | \$0.00        |             |  |
| Additional Airtime:                   | \$0.05        |             |  |
|                                       | 279           | Peak        |  |
|                                       | 21            | Texts       |  |
|                                       | 0.00          | Data (GB's) |  |
| 2 UNLIMITED MIFI LINE AT \$39.00 EACH |               |             |  |
| Data Included:                        | UNLIMITED     |             |  |
|                                       | 30.11         | Data (GB's) |  |



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

Calvin Winters

**AGENDA ITEM # L.2**

To approve updates to the Procurement Manual, including updating the procurement threshold to \$10,000. Updated manual attached.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. City of Green Bay Procurement Manual



# **City of Green Bay**

**Purchasing Department**

## **Procurement Manual**

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## 1. Purchasing Department Mission

The mission of the Purchasing Department is to assist all City Departments in the effective and efficient procurement of goods and services that are consistent with quality and delivery needs at the lowest possible cost and overall best value for the City. The Purchasing Department provides leadership in procurement to ensure the City's process is fair, competitive, efficient, and conducted under strict ethical guidelines.

## 2. General Information

Fair and open competition is a core principle of public procurement and inspires public confidence that goods and services are procured equitably and economically. Documentation of the acts taken and effective monitoring mechanisms are important means of avoiding improprieties and establishing public confidence in the procurement process. It is the duty of all City staff to maintain the public trust by adhering to City standards of professional conduct and ethical behavior. All City personnel are responsible for maintaining the integrity of the procurement process and will be held accountable for actions taken that do not conform to the established procurement process.

## 3. Applicable Laws, Codes, and Ordinances

All City purchases shall be made in accordance with all Federal, State, and Local Laws, Codes and Ordinances. Purchasing authority is granted by section 66.0131 of the Wisconsin Statutes and by [Section 1.76 of The City of Green Bay Code of Ordinances](#). Except where more restrictive by City Ordinance or defined in this manual, all procurement functions will follow the laws and guidelines set forth by the [State of Wisconsin State Procurement Manual](#). The Procurement Manager along with designated senior staff have the authority to require more restrictive requirements over the State Procurement Manual should it be determined it is in the best interest of the City.

## 4. Roles and Responsibilities

The general roles and responsibilities regarding procurement are as follows:

- Procurement Manager
  - Provide oversight and leadership for procurement related policies and procedures.
  - Conduct formal competitive solicitations such as bids, proposals, quotes, etc.
  - Conduct negotiations for professional services.
  - Provide procurement information to City leadership when necessary.
  - Attend Committee or City Council meetings when necessary to discuss and advise on purchasing issues and the results of bids and proposals.
  - Delegate procurement authority to Departments when appropriate.
  - Approve sole source and single source purchases.
  - Approve requests to waive the competitive solicitation process when appropriate with written justification from Departments.
- Purchasing Staff
  - Provide procurement support to City staff.
  - Conduct formal competitive solicitations such as bids, proposals, quotes, etc.
  - Process requisitions, purchase orders, and P-Card statements via ERP system.
- Department Heads/Managers
  - Identify the needs of the Department, develop specifications, scope of work, etc.
  - Communicate Department needs to the Purchasing Department and plan appropriate procurement methods.

- Approve Department purchases for goods within budget authority.
- Approve Department purchases for goods and services for \$25,000 or less within budget authority.
- Seek approval from and report purchases to the City Council when appropriate.
- Create written justifications for sole source/single source purchases or written requests to waive the competitive solicitation process for approval by the Procurement Manager.
- Department Staff
  - Identify the needs of the Department, develop specifications, scope of work, etc. Communicate those needs to the Purchasing Department.
  - Seek approval from Department Head/Manager when appropriate.
  - Review bids for compliance with specifications as needed.
  - Verify delivery of goods and services and if they meet the specifications and/or scope of work.

## 5. Purchasing Process Basics

The goal of all successful procurements is to get it right:

Right Goods or Services  
Right Quantity  
Right Time  
Right Place  
Right Price

The Process can be broken down into a few basic steps:

Step One - Identify the Need (Requesting Department):

This is the most critical step to a successful procurement. All needs must be identified including:

- Determine exact specifications and quantity for products.
- Right sizing for vehicles and equipment
- Does it need to be compatible with current equipment or software?
- Detailed scope of work for services.
- When the product or service is needed.
- Description of how products or services will be delivered and to where.
- Are installation, training, or future maintenance services required?
- Estimated cost and budget availability.
- Secure approvals to proceed with the purchase.

Step Two – Procurement (Requesting Department and Purchasing Department)

- Check surplus – does another Department have what is needed in surplus or the ability to provide the services?
- Work with the Purchasing Department to identify the correct procurement method – open market, cooperative purchases, quotes, bids, proposals, sole source, etc.
- Conduct the procurement, and if necessary use a competitive process.
- If necessary, work with the Purchasing Department and Law Department to negotiate and execute a contract agreement with the selected vendor.
- Place the order.

**Step Three –Receiving goods or services (Requesting Department)**

- Verify delivery/service dates and follow up if necessary.
- Inspect deliveries thoroughly and report any deficiencies in quality or quantity immediately.
- Receive on the purchase order (if applicable) in the ERP system.

**Step Four – Payment Processing (Requesting Department/Purchasing Department/Finance Department)**

- Verify that product or services have been received and are in good order.
- Match invoices with the original order and packing slips.
- Submit invoice for payment

## **6. Developing Specifications**

Specifications establish the design, type of construction, quality, functional capability and performance level desired. Identify the need and the key factors to fulfill the need completely. Be specific, identify grade, type, or other industry standards that must be met. It is very difficult to disqualify a poor quality product if the specifications are vague or limited.

Specifications may include:

- Type of construction or materials.  
“Product shall be stainless steel” is typically not specific enough in most cases.  
“Product shall be 20 gauge 304 stainless steel” is a much better specification.
- Minimum level of performance required.  
“High capacity fan” is typically not specific enough in most cases.  
“Fan shall be 50 CFM (cubic feet per minute) minimum” is a much better specification.
- Physical characteristics, size, weight, color, shape, etc.  
“Lightweight design” is typically not specific enough in most cases.  
“ Product weight shall not exceed 20 lbs.” is a much better specification.
- Delivery and installation requirements. Is the City responsible for unloading the product from the vendor’s truck? Does the product need to be unloaded by the vendor and set in a specific location? Is the vendor required to install the product?
- Quantity and packaging requirements. 1000 items loose in a box or 10 bundles of 100?
- Warranty requirements.
- Training requirements.
- This or equal quality. Identify a specific product (by manufacturer and part number) that meets all our needs and allow bidders to bid that product or an alternate product of equal quality.
- Scope of services. Include method of service delivery, onsite, online, phone, etc. Identify timeliness of service delivery, response time, lead time, time to complete project. Describe in detail what is required including outcomes desired.

## **7. Procurement Thresholds and Approval Levels**

**Procurement process thresholds:**

- Purchases less than \$10,000 may be purchased on the open market by Departments directly if the pricing is generally known to be fair. Quotes should be used when an appropriate price is unknown.
- Purchases of \$10,000-\$24,999 may be made only after using a competitive process determined by the Purchasing Department. Competitive processes include, but are not limited to, Simplified Bidding (See 8.1), Request for Bid (RFB), Request for Proposal (RFP), Request for Quote (RFQ), and Cooperative Purchase Contracts.



- Purchases of \$25,000 or greater may only be made after using a Sealed Competitive process as determined by the Purchasing Department. Sealed processes include Request for Bid (RFB) and Request for Proposal (RFP) (see sections 8.3 and 8.4).
- If a dollar value is unknown or additional information about a product or service is needed to form a bid or proposal packet, a Request for Information (RFI) will be issued to determine scope and estimated cost.

**Approval Levels:**

- All purchases of \$25,000 and greater must be brought to the Common Council for approval.

**8. Procurement with Special Funds**

In the event that a procurement is needed when the purchase will be made utilizing specified funds such as, but not limited to, grants, loans, Federal or State funds, those procurements shall be done in accordance to the rules and regulations associated with those funds. At no time shall the procurement violate any rules or stipulations attached to the funds.

**9. Procurement Methods**

The following methods are approved competitive processes to be used in the procurement process. The Purchasing Department should be contacted to determine the best method for a particular procurement. The Procurement Manager shall have the final authority on the method of procurement to be used. Consultation with the law department will be done when necessary (as determined by the Procurement Manager) on final contract documents.

**9.1 Simplified Bidding ([State Procurement Manual PRO-C-8](#))**

Simplified Bidding is a method of procurement used when the estimated cost of a transaction is \$10,000-\$14,999. Simplified bidding takes place when three or more qualified suppliers are solicited to submit quotes on a procurement. However, "three or more" is a minimum. The definition of "three or more" bidders is not to be used to restrict competition or to prevent qualified bidders from quoting on procurements.

**Procedure:**

- A. The Department first determines the estimated cost of the procurement. To establish whether the simplified bidding process is appropriate or if the Purchasing Department must facilitate the solicitation. The Department will use the estimated dollar amount applicable to the entire contract duration in determining if Simplified Bidding is appropriate.
- B. When the estimated cost is less than \$10,000 the Department may award to the vendor judged best able to supply ("best judgment"). In choosing a vendor, the following should be considered: location of delivery point, quality of articles to be supplied, price of articles, conformity with specifications, purpose for which articles are required, and date of delivery.
- C. When the estimated cost is \$10,000 through \$14,999, the requesting Department solicits and compares, whenever possible, a minimum of three bids from qualified bidders from any of the current sources below:
  1. Price lists,
  2. Quotes on file, or
  3. Written quotes.

E-mail quotes from vendors are considered written documentation of a bid. Phone and verbal quotes should be confirmed in writing by the vendor. The Department must have a procedure to check the

invoice against the purchase order/charged to assure proper pricing. The Department is responsible for ensuring that purchases do not exceed \$10,000. If a Department feels it is in the best interest to use simplified bidding on purchases greater than \$10,000 they should contact the Procurement Manager to discuss and justify this request.

- D. Once all bids are obtained the Department shall review and select the lowest, qualified, responsible bidder to provide the goods and/or services. If a Purchase Order is to be issued all applicable quotes must be attached to the requisition submitted in the Enterprise Resource Planning (ERP) system by the requesting Department. If a P-card is used for the purchase, all quotes should be attached to the P-Card statement in which the purchase was made on. The Purchasing Department will conduct random audits of Simplified Bidding processes conducted by Departments. If it is found that a Department violates purchasing policies on a recurring basis, reeducation on the process may be required. In extreme circumstances purchasing authority delegation may be taken away from that Department.
- E. If at any time you would like assistance from the Purchasing Department with this process and/or obtaining quotes please reach out to via email at [purchasingag@greenbaywi.gov](mailto:purchasingag@greenbaywi.gov) or by calling x3047.

**Recordkeeping:**

- A. Documentation of all simplified bidding transactions is required.
1. When the cost is less than \$10,000, the Department shall keep documentation related to the purchase on file in the Department office.
  2. When the estimated cost is over \$10,000 all quotes obtained should be attached to the P-Card transaction or the requisition submitted via the ERP system by the requesting Department. The Department must have a procedure in place to check the accuracy of the invoice.

**9.2 Request for Quote (RFQ)**

A Request for Quote is a competitive solicitation process in which Purchasing Department staff utilizes procurement resources to reach a broad pool of potential suppliers. Purchases of \$15,000 up to \$25,000 will generally, but not always, utilize this process. Purchases of \$15,000 and greater require communication with the Purchasing Department. The RFQ process is meant to be an agile tool for competitive solicitation of quotes and depending upon complexity, will generally take about 1-3 weeks to complete.

**Process:**

- The Department shall identify the need, notify the Purchasing Department (via phone, email, or requisition), and develop detailed specifications. Purchasing can assist with the specification development if necessary.
- The Purchasing Department shall incorporate the specifications into a standard RFQ template and work with the Department to determine a schedule.
- The Purchasing Department shall conduct the RFQ process, advertise the solicitation, and open the quotes received.
- The Purchasing Department will assist Departments in reviewing quote responses and making recommendations for award. RFQs shall be awarded to the lowest responsive, responsible bidder that meets all the needs, terms, conditions and specifications.
- The Purchasing Department shall work with the Department in creating the final contract document (if necessary).

**9.3 Request for Bid (RFB)**

A Request for Bid is a formal solicitation that is conducted by the Purchasing Department for goods and services for \$25,000 or more and that can be defined with clear specifications. The RFB process is a formal solicitation and depending upon complexity can take 3-4 weeks to complete.

Process:

- The Department shall identify the need, notify the Purchasing Department, and develop detailed specifications. Purchasing can assist with the specification development if necessary.
- The Purchasing Department shall incorporate the specifications into a standard bid template and work with the Department to schedule the bid.
- The Purchasing Department shall conduct the bid process, advertise, collect questions, work with the Department on answers/addenda, and open the bids.
- The Purchasing Department will assist Departments in reviewing bid responses and making recommendations for award. Bids shall be awarded to the lowest responsive, responsible bidder that meets all the needs, terms, conditions and specifications.
- The Purchasing Department shall assist the Department in creating the final contract document or purchase order.

#### **9.4 Request for Proposal (RFP)**

A Request for Proposal is a formal solicitation conducted by the Purchasing Department that is used for goods and/or services that are not able to be clearly defined, outcome requirements that have multiple methods to accomplish, or for projects for which the skill or quality of the Contractor needs to be weighed with the cost. RFP solicitations are weighted and scored by an evaluation team and awarded to the highest scoring proposer. RFP's are complex formal solicitations and the entire process including advertising, evaluation, and scoring can take 4-6 weeks.

Process:

- The Department shall identify the needs and notify Purchasing Department.
- Purchasing Department will work with the Department to develop proposal requirements and response requirements, a scoring matrix for each requirement and a format for submitting costs.
- Purchasing Department shall incorporate the requirements into a RFP template and work with the Department to schedule the RFP.
- Purchasing Department shall facilitate the RFP process, advertise, collect questions, work with the Department on answers/addenda, and collect the submittals.
- Purchasing Department will assist in negotiating contract price and terms with the awarded proposer.
- Purchasing Department will work with Corporation Counsel and the Department in creating the final contract document.
- Purchasing Department will report the results of the RFP process to the Department for the Department's discussion and action, if any.

#### **9.5 Request for Information (RFI)**

A Request for Information is a type of request used when information and pricing is not readily available for goods, professional services, specialized services or specific construction projects that require a higher degree of skill than usual. The Request for Information may be used to create a short list of vendors for either direct negotiation or bid requests.

#### **9.6 Professional Services**

Professional Services do not require a competitive process. Examples of professional services include but are not limited to Banking, Financial, Consulting, Legal Counsel, Medical, Architecture and Engineering, and Real Estate services. Just because a service can be labeled as a professional service does not mean bypassing the competitive process is the best approach. Please consult with the Purchasing Department if you have questions regarding obtaining professional services.

### 9.7 Cooperative Purchasing

The City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods and services. Cooperative purchases shall be made in accordance with public procurement principles of open and equitable competition. The City may also purchase from any other government entity without the intervention of bids, Section 66.0131 (2) Wisconsin Statute.

Common cooperative purchasing contracts include:

- State of Wisconsin Cooperative Contracts
- University of Wisconsin Cooperative Contracts
- General Services Administration (GSA) Schedule 70 & 84

State of Wisconsin and UW contracts may be searched on VendorNet:

<http://vendornet.state.wi.us/>

GSA contracts may be searched at:

<https://www.gsaadvantage.gov>

### 9.8 Used Equipment Purchases

The purchase of used equipment from vendors when, in the discretion of that Department's respective head, the purchase of said used equipment will result in considerable savings to the City, shall be submitted to the Procurement Manager or Procurement Manager's designee for review and approval for waiving requirements of the competitive process. Respective Department head must provide written justification to Procurement Manager or Procurement Manager's designee for review and approval.

### 9.9 Sole Source/Single Source Purchasing

"Sole Source Purchasing" is a procurement process initiated with a specific vendor without competition who has a unique product or service. The product or service has to be truly unique in design or service method, not just a preferred brand or service provider. Purchases that are considered "sole source" must be approved by the Procurement Manager prior to purchase.

"Single Source Purchasing" is a procurement process initiated with a specific vendor without competition who has a product or service that is offered by other vendors, but the specific product/service offered by the vendor is desired (ex. purchasing a specific product that matches other already purchased products for parts and maintenance compatibility.) Purchases that are considered "single source" must be approved by the Procurement Manager prior to purchase.

The ["No Substitute" form](#) must be completed and submitted to the Procurement Manager for approval of these purchases.

## 10. Public and Legal Notices ([State Procurement Manual PRO-C-6](#))

The following defines notice types and when they are required to be used:

1. "Legal Notice" means an advertisement of procurement in the Green Bay Press Gazette
2. "Public Notice" means a posting of a procurement to the official designated website. Posts to Wisconsin VendorNet will automatically create a public notice. Posting to the DemandStar website shall also be part of public notice.

Any Request for Bid or Request for Proposal where the estimated cost is to be more than \$50,000 (greater than \$5,000 for public construction projects) shall be advertised with both Legal and Public notices. Two (2) legal

notice insertion into the Green Bay Press Gazette shall occur. All RFB's and RFP's, regardless of estimated value, shall be advertised publically on the DemandStar platform and the State of Wisconsin VendorNet site.

## **11. Information Technology (IT) Purchases**

All requisitions and purchases for information technology (IT) equipment or software must have prior approval from the Director of IT. If a RFB or RFP is issued, the Director of IT shall provide input about the compatibility and other issues related to the software or equipment prior to an award being made. This is to ensure the compatibility of the requested equipment and software with existing systems and also ensure the new technology does not pose risks to cybersecurity of City systems. The Director of IT may waive the compatibility requirement.

## **12. Emergency Purchases**

An "emergency situation" is a situation which:

1. Threatens the public health, safety, or welfare; and all of the following conditions exist: was unforeseen; calls for immediate action; and cannot be responded to using established procurement methods; or
2. Exists as the result of activation of the Emergency Operations Center or a State of Emergency being declared by the Mayor of the City of Green Bay or the Governor of the State of Wisconsin.

The existence of an emergency situation does not preclude the use of the competitive bidding process in its entirety. Department Heads and purchasing staff will obtain such competition as is practical under the emergency requirements of the situation.

If an emergency occurs, all purchases shall be made in accordance with section [ESF 7](#) of the City of Green Bay [Emergency Operations Plan](#).

## **13. Tied Bids**

Tied bids exist when the total costs of two or more responses to a request for bid are identical. Cost totals can be carried out to two decimal points to break a tie. Tied bids do not apply to requests for proposals. If the final scores of two or more proposals are identical, the best and final offer process shall be used to break the tie.

If a tied bid occurs, award may be made to the bidder offering the best additional economic benefits to the City such as discounts for early payment, volume discounts, more advantageous contract term, etc.

If all economic benefits are equal, the Procurement Manager or designee and one witness may conduct and document one of the following processes to complete the award:

- If only two vendors are tied, flip a coin: Assign "heads" to the vendor whose company name is alphabetically first and "tails" to the other vendor. Flip the coin allowing the coin to come to rest on the floor. If "heads" is up, the vendor whose company name is alphabetically first wins. If "tails" is up, the other vendor wins.
- If more than two vendors are tied, draw lots: Assign similar sized pieces of paper for each tied vendor and conduct a blind draw to select one awarded vendor.

The process used and results shall be documented on the bid tabulation.

**14. Surplus**

Departments with surplus items of value shall contact Purchasing Department to determine the best method of redistribution, sale or disposal. Purchasing staff will provide the proper paperwork for the Department to complete, if necessary. Methods of sale include, but are not limited to:

- Online Auction
- Direct Sales
- Trade-in (if requiring new equipment)

**15. Waiver of Competitive Process**

The Procurement Manager may waive the competitive process requirement, if multiple bids, quotations or proposals are not obtainable, for professional services not conducive to competition, or in cases of immediate need for goods and services due to unforeseen circumstances. The Procurement Manager will require written justification from Departments as to the circumstances requiring the waiver.

**16. Appeals Process**

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or City of Green Bay ordinance provisions that are alleged to have been violated.

The written notice of protest must be filed with the Procurement Manager, Green Bay, WI, 100 North Jefferson St. Room 101, Green Bay, WI 54301, and received no later than 72 business hours after the intent to award notice is issued.

The Procurement Manager shall inform the Finance Director and conduct an investigation regarding each protest and may request information from Departments or the Law Department when necessary. The Procurement Manager may also create an evaluation team to review the merits of the protest, depending on the complexity of the project.



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # L.4**

To approve Law's proposal to pay for outside counsel to provide assistance on certain projects out of the contingency fund for a total of \$43,450. Original referral from the May 25th, 2021 Personnel meeting requests to "have staff study the need for more staff for the City Attorney's office".

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Request for Contingency Funds

## **MEMORANDUM**

**To: Finance Committee**  
**From: Vanessa R. Chavez, City Attorney**  
**Date: June 18, 2021**  
**Re: Law Department Request for \$43,450 from Contingency**

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Based on the extensive backlog in the Law Department caused by an influx of work during 2020, the Personnel Committee explored options to address some of the items which have been outstanding for a very long time. This included hiring an additional attorney, hiring an additional attorney on an interim basis, and hiring outside counsel to provide assistance on certain projects. After researching the various options, the recommendation is to move forward with hiring outside counsel to provide assistance on certain projects, and to hold on exploring hiring an additional attorney until the 2022 budget preparations. Accordingly, the Law Department respectfully requests funding as follows:

### **1. Ethics Ordinance – \$6,700**

Michael May of Boardman Clark has quoted 20 hours to draft the Ethics Ordinance based on the review that has previously been done by an outside entity, as well as staff recommendations. Boardman Clark's rate is \$335/hr, which is supported by the expertise held by Attorney May as he is the former City Attorney in Madison.

### **2. Emergency Management Ordinance – \$6,700**

Michael May of Boardman Clark has quoted 10 hours to draft the Ethics Ordinance once the policy questions are decided. We also anticipate 10 hours to preliminary policy determinations. Boardman Clark's rate is \$335/hr, which is supported by the expertise held by Attorney May as he is the former City Attorney in Madison.

### **3. Massage Licensing Ordinance – \$10,050**

We have not obtained a quote for the massage license ordinance yet, but we anticipate the time required will be along the same lines as the ethics ordinance and emergency management ordinance. However, this ordinance will also require numerous application documents and coordination with existing licensing requirements, which I anticipate will take an additional 10 hours.

### **4. Zoning & Planning Board of Appeals Actions (2) - \$20,000**

The City recently received two (2) notice of appeals challenging the decisions of the 4. Zoning & Planning Board of Appeals. These are Linsmeier v. COGB and Greater Green Bay Habitat for Humanity, Inc. v. COGB. We anticipate that each matter will require 50 hours to defend, at an average defense rate of \$200/hr.





Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # L.5**

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

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

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Confidential Claims Committee Rpt June 2021



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # L.6**

To approve the 2021 borrowing request.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. 2021 Borrowing request packet

**2021 Capital Improvement Financing Plan - preliminary**

| Category | Finance Description | 2021 | 20 year bond /<br>10 yr Notes |
|----------|---------------------|------|-------------------------------|
|----------|---------------------|------|-------------------------------|

**DPW**

|                    |                                                           |                    |       |
|--------------------|-----------------------------------------------------------|--------------------|-------|
| Fleet              | Automated Refuse Truck 114                                | \$300,000          | Notes |
| Fleet              | LOADER W/Plow/Wing/Grapple Bucket                         | \$209,000          | Notes |
| <b>FLEET TOTAL</b> |                                                           | <b>\$509,000</b>   |       |
| Major-Infrast      | Annual Bridge Inspections                                 | \$20,000           | Bond  |
| Major-Infrast      | Atkinson Bridge Expansion Joint Replacement               | \$200,000          | Bond  |
| Major-Infrast      | Chantel Road Bridge - Design                              | \$15,500           | Bond  |
| Major-Infrast      | City Wide Survey Monuments                                | \$217,000          | Bond  |
| Major-Infrast      | Country Club Road Reconstruction - Design                 | \$250,000          | Bond  |
| Major-Infrast      | East River Pedestrian Bridge                              | \$75,000           | Bond  |
| Major-Infrast      | GB Metro Boat Launch - Docks and Ramps Improvements       | \$450,000          | Bond  |
| Major-Infrast      | General Annual Projects (Pavement Repairs and Mudiacking) | \$650,000          | Bond  |
| Major-Infrast      | General Bridge Maintenance                                | \$30,000           | Bond  |
| Major-Infrast      | Gray Street South Reconstruction                          | \$795,000          | Bond  |
| Major-Infrast      | Larsen Road Bridge - Design                               | \$16,333           | Bond  |
| Major-Infrast      | Monroe Ave over East River                                | \$40,000           | Bond  |
| Major-Infrast      | Sidewalks Compliant Program                               | \$150,000          | Bond  |
| Major-Infrast      | Taylor Street Bridge - Design                             | \$15,000           | Bond  |
| Major-Infrast      | W. Mason over Beaver Creek Bridge - Design                | \$7,000            | Bond  |
| Major-DPW          | West Shop - Building D Parapet Cap Replacement            | \$20,000           | Notes |
| Major-DPW          | West Shop - Building H - Replacement                      | \$300,000          | Notes |
| <b>MAJOR TOTAL</b> |                                                           | <b>\$3,250,833</b> |       |

|            |                         |                    |  |
|------------|-------------------------|--------------------|--|
| <b>DPW</b> | <b>Department Total</b> | <b>\$3,759,833</b> |  |
|------------|-------------------------|--------------------|--|

**POLICE**

|                        |                                  |                  |       |
|------------------------|----------------------------------|------------------|-------|
| Fleet                  | General vechicles (6 @23,867 ea) | \$143,200        | Notes |
| Fleet                  | Squads (11 @ \$34,342)           | \$377,766        | Notes |
| <b>FLEET TOTAL</b>     |                                  | <b>\$520,966</b> |       |
| Equipment              | Hand held radios                 | \$74,000         | Notes |
| Equipment              | Interview Room Camera System     | \$60,000         | Notes |
| Equipment              | Mobile Radios                    | \$23,500         | Notes |
| <b>EQUIPMENT TOTAL</b> |                                  | <b>\$157,500</b> |       |

|               |                         |                  |  |
|---------------|-------------------------|------------------|--|
| <b>POLICE</b> | <b>Department Total</b> | <b>\$678,466</b> |  |
|---------------|-------------------------|------------------|--|

**FIRE**

|                    |                              |                    |       |
|--------------------|------------------------------|--------------------|-------|
| Fleet              | New Fire Engine              | \$705,000          | Bond  |
| Fleet              | Replacement Ambulance 461    | \$270,596          | Notes |
| Fleet              | Replacement Ambulance 481    | \$292,000          | Notes |
| <b>FLEET TOTAL</b> |                              | <b>\$1,267,596</b> |       |
| Equipment          | 31 Dual Band Portable Radios | \$237,100          | Notes |
| Equipment          | Base Radio station 2, 3,4,9  | \$65,600           | Notes |

|             |                            |                    |       |
|-------------|----------------------------|--------------------|-------|
| Equipment   | EMS Bicycles               | \$73,500           | Notes |
| Equipment   | Foam Replacement           | \$17,500           | Notes |
|             | <b>EQUIPMENT TOTAL</b>     | <b>\$393,700</b>   |       |
| Major       | Exhaust system-Fire shop   | \$74,200           | Notes |
| Major       | Turnout Gear 2021          | \$112,636          | Notes |
| Major       | HVAC - Shop                | \$27,500           | Notes |
| Major       | Station 4 Roof Replacement | \$60,000           | Notes |
|             | <b>MAJOR TOTAL</b>         | <b>\$274,336</b>   |       |
| <b>FIRE</b> | <b>Department Total</b>    | <b>\$1,935,632</b> |       |

## PARKS

|              |                                             |                    |                                     |
|--------------|---------------------------------------------|--------------------|-------------------------------------|
| Fleet        | 4x4 Pickup with Plow Unit 27                | \$38,500           | Notes                               |
|              | <b>FLEET TOTAL</b>                          | <b>\$38,500</b>    |                                     |
| Equipment    | 16' Gangmower w/Cab - Unit 102              | \$113,000          | Notes                               |
| Equipment    | 72' Spider Lift - New Unit                  | \$168,000          | Notes                               |
| Equipment    | 72" Kubota Deck Mower - Unit 127            | \$21,000           | Notes                               |
| Equipment    | 7x14 Trailer - Unit 200                     | \$4,500            | Notes                               |
| Equipment    | EZ Dirt Screen - Addition                   | \$35,000           | Notes                               |
| Equipment    | Spiderlift Trailer - New Unit /88% by storm | \$1,680            | Notes                               |
| Equipment    | 72' Spider Lift - 88% by storm              | \$12,320           | Notes                               |
| Equipment    | UTV Replacing Unit 291                      | \$13,200           | Notes                               |
|              | <b>EQUIPMENT TOTAL</b>                      | <b>\$368,700</b>   |                                     |
| Major        | Arnie Wolff Parking Lot Addition            | \$150,000          | Bond                                |
| Major        | Baird Creek Greenway Pedestrian Bridge      | \$75,000           | Bond                                |
| Major        | Colburn Ballfield Renovations - Phase 1     | \$55,000           | Bond                                |
| Major        | Finger Road Ballfield Complex Utilities     | \$50,000           | Bond                                |
| Major        | Triangle Hill Tube Conveyor Belt Lift       | \$175,000          | Bond                                |
| Major        | Wildlife Sanctuary Aviary Replacement       | \$270,000          | Bond                                |
| Major        | WLS Nature Center Parking Lot Expansion     | \$50,000           | \$800K project - previous borrowing |
|              | <b>MAJOR TOTAL</b>                          | <b>\$825,000</b>   |                                     |
| <b>PARKS</b> | <b>Department Total</b>                     | <b>\$1,232,200</b> |                                     |

|  |                           |                    |       |
|--|---------------------------|--------------------|-------|
|  |                           | \$4,460,833        | Bond  |
|  |                           | \$3,145,298        | Notes |
|  | <b>GENERAL LEVY Total</b> | <b>\$7,606,131</b> |       |

|       |                        |                    |      |
|-------|------------------------|--------------------|------|
| Major | Shipyard Phase I       | \$2,000,000        | Bond |
| Major | Sanitary Sewer         | \$460,000          | Bond |
| Major | Storm Sewer            | \$927,000          | Bond |
| Major | Parking Division       | \$711,000          | Bond |
|       | <b>EQUIPMENT TOTAL</b> | <b>\$4,098,000</b> |      |

|  |                        |                     |       |
|--|------------------------|---------------------|-------|
|  |                        | \$8,558,833         | Bond  |
|  |                        | \$3,145,298         | Notes |
|  | <b>TOTAL BORROWING</b> | <b>\$11,704,131</b> |       |

Estimated issuance costs/rounding  
NET BOND SIZE

220,869  
11,925,000

June 29, 2021

Pre-Sale Report for

# City of Green Bay, Wisconsin

\$8,720,000 General Obligation Corporate  
Purpose Bonds, 2021B



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**Prepared by:**

Ehlers  
N21W23350 Ridgeview Parkway West,  
Suite 100  
Waukesha, WI 53188

**Advisors:**

Todd Taves, Senior Municipal Advisor  
Jonathan Schatz, Financial Specialist  
Dawn Gunderson Schiel, CPFO, Senior Municipal Advisor

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

# EXECUTIVE SUMMARY OF PROPOSED DEBT

## Proposed Issue:

\$8,720,000 General Obligation Corporate Purpose Bonds, 2021B (“Bonds”)

## Purposes:

The proposed issue includes financing for the following purposes:

- \$2,145,000 to pay the cost of street improvements. Debt service will be paid from ad valorem property taxes.
- \$375,000 to pay the cost of bridge improvements. Debt service will be paid from ad valorem property taxes.
- \$460,000 to pay the cost of harbor improvements. Debt service will be paid from ad valorem property taxes.
- \$840,000 to pay the cost of park improvements. Debt service will be paid from ad valorem property taxes.
- \$720,000 to pay the cost of acquiring fire equipment. Debt service will be paid from ad valorem property taxes.
- \$1,415,000 to pay the cost of sanitary sewer and storm sewer projects. The City expects to abate the debt service payments associated with this portion of the Bond with revenues generated by its sanitary sewer and storm sewer enterprise funds.
- \$725,000 to pay the cost of parking improvements. The City expects to abate the debt service payments associated with this portion of the Bond with revenues generated by its parking enterprise funds.
- \$2,040,000 to pay the cost of community development projects within Tax Incremental District No. 22. The City expects to abate the debt service payments associated with this portion of the Bond with revenues generated by Tax Incremental District No. 22.

Bond purpose sizes reflected above include estimated costs of issuance and an underwriting discount allowance equal to 1.25% of the par amount of the Bonds.

## Authority:

The Bonds are being issued pursuant to Wisconsin Statute 67.04 and will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Bonds count against the City’s General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Bonds, the City’s total General Obligation debt principal outstanding will be \$163,725,000, which is 44% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$206,235,315.

### **Term/Call Feature:**

The Bonds are being issued for a term of 20 years. Principal on the Bonds will be due on April 1 in the years 2022 through 2041. Interest is payable every six months beginning April 1, 2022. The Bonds will be subject to prepayment at the discretion of the City on April 1, 2029 or any date thereafter.

### **Bank Qualification:**

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as “bank qualified” obligations.

### **Rating:**

The City’s most recent bond issues were rated by Moody’s Investors Service. The current ratings on those bonds are “Aa3”. The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

### **Basis for Recommendation:**

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on:

- The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City’s objectives for term, structure, and optional redemption.
- The City having adequate General Obligation debt capacity to undertake this financing.
- The City’s current Capital Improvements Plan which identified issuance of General Obligation Bonds to finance these projects.

### **Method of Sale/Placement:**

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

### **Premium Pricing:**

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the

bonds. The sum of the amounts paid more than face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City.

For this issue of Bonds, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.

### **Review of Existing Debt:**

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

### **Continuing Disclosure:**

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

### **Arbitrage Monitoring:**

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account. IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Bonds with an arbitrage expert to utilize one or more of the exceptions listed above.



## Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

## Risk Factors:

**Planned Abatement:** The City expects to abate a portion of the annual Bond debt service payments with revenues generated by its sanitary sewer, storm sewer and parking enterprise funds and with revenues generated by Tax Incremental District No. 22. In the event these revenues are not available or are available in amounts less than the full debt service payment allocation the City remains obligated to levy property taxes in an amount sufficient to make all debt payments.

## Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

**Bond Counsel:** Foley & Lardner LLP

**Paying Agent:** Associated Trust Company, N.A.

**Rating Agency:** Moody's Investors Service, Inc.

## PROPOSED DEBT ISSUANCE SCHEDULE

|                                                               |                       |
|---------------------------------------------------------------|-----------------------|
| Pre-Sale Review by Finance Committee:                         | June 22, 2021         |
| Initial and Authorizing Resolutions Approved by City Council: | June 29, 2021         |
| Conference with Rating Agency:                                | July 15 – 21, 2021    |
| Due Diligence Call to review Official Statement:              | Week of July 19, 2021 |
| Distribute Official Statement:                                | Week of July 26, 2021 |
| City Council Meeting to Award Sale of the Bonds:              | August 3, 2021        |
| Estimated Closing Date:                                       | August 26, 2021       |

### Attachments

Estimated Sources and Uses of Funds  
Estimated Proposed Debt Service Schedule  
Bond Buyer Index

## EHLERS' CONTACTS

|                                                 |                |
|-------------------------------------------------|----------------|
| Todd Taves, Senior Municipal Advisor            | (262) 796-6173 |
| Jonathan Schatz, Financial Specialist           | (262) 796-6195 |
| Dawn Gunderson Schiel, Senior Municipal Advisor | (262) 796-6166 |
| Peter Curtin, Public Finance Analyst            | (262) 796-6187 |
| Kathy Myers, Senior Financial Analyst           | (262) 796-6177 |

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.

## Table 01

# Capital Improvement Plan & Funding Uses

City of Green Bay, WI

| Projects                      | Purpose/Dept.   | Funding   | 2021              | Totals            |
|-------------------------------|-----------------|-----------|-------------------|-------------------|
| <b>MAJOR CAPITAL PROJECTS</b> |                 |           |                   | 0                 |
| <b>Levy Supported:</b>        |                 |           |                   | 0                 |
|                               | DPW             | G.O. Debt | 3,250,833         | 3,250,833         |
|                               | Fire            | G.O. Debt | 274,336           | 274,336           |
|                               | Parks           | G.O. Debt | 825,000           | 825,000           |
| <b>Other Funding Sources:</b> |                 |           |                   | 0                 |
|                               | Parking Utility | G.O. Debt | 711,000           | 711,000           |
|                               | Sanitary Sewer  | G.O. Debt | 460,000           | 460,000           |
|                               | Storm Sewer     | G.O. Debt | 927,000           | 927,000           |
|                               | TIF             | G.O. Debt | 2,000,000         | 2,000,000         |
| <b>EQUIPMENT</b>              |                 |           |                   | 0                 |
| <b>Levy Supported:</b>        |                 |           |                   | 0                 |
|                               | Fire            | G.O. Debt | 393,700           | 393,700           |
|                               | Parks           | G.O. Debt | 368,700           | 368,700           |
|                               | Police          | G.O. Debt | 157,500           | 157,500           |
| <b>FLEET</b>                  |                 |           |                   | 0                 |
| <b>Levy Supported:</b>        |                 |           |                   | 0                 |
|                               | DPW             | G.O. Debt | 509,000           | 509,000           |
|                               | Fire            | G.O. Debt | 1,267,596         | 1,267,596         |
|                               | Parks           | G.O. Debt | 38,500            | 38,500            |
|                               | Police          | G.O. Debt | 520,966           | 520,966           |
| <b>Actual CIP Costs</b>       |                 |           | <b>11,704,131</b> | <b>11,704,131</b> |

|                               |                   |                   |
|-------------------------------|-------------------|-------------------|
| <b>Percent Inflation</b>      | <b>0%</b>         |                   |
| <b>Inflated Project Costs</b> | <b>11,704,131</b> | <b>11,704,131</b> |

|                            |                   |                   |
|----------------------------|-------------------|-------------------|
| <b>Sources of Funding</b>  |                   |                   |
| G.O. Debt                  | 11,704,131        | 11,704,131        |
| Revenue Debt               | 0                 | 0                 |
| Grants/Aids                | 0                 | 0                 |
| Special Assessment         | 0                 | 0                 |
| User Fees                  | 0                 | 0                 |
| Tax Levy                   | 0                 | 0                 |
| Equipment Replacement Fund | 0                 | 0                 |
| Cash                       | 0                 | 0                 |
| <b>Total</b>               | <b>11,704,131</b> | <b>11,704,131</b> |

|                         |                   |                   |
|-------------------------|-------------------|-------------------|
| <b>Debt Obligations</b> |                   |                   |
| 2021 G.O. Bonds         | 8,558,833         | 8,558,833         |
| 2021 G.O. Notes         | 3,145,298         | 3,145,298         |
| <b>Total</b>            | <b>11,704,131</b> | <b>11,704,131</b> |

**Notes:**

## Table 02

### Capital Improvements Financing Plan

City of Green Bay, WI

|                                    | 2021             | 2021             |
|------------------------------------|------------------|------------------|
|                                    | G.O. Bonds       | G.O. Notes       |
| <b>CIP Projects<sup>1</sup></b>    | <b>8,558,833</b> | <b>3,145,298</b> |
| <b>Estimated Issuance Expenses</b> | <b>159,850</b>   | <b>59,900</b>    |
| Municipal Advisor (Ehlers)         | 20,000           | 10,000           |
| Bond Counsel (Foley & Lardner)     | 12,000           | 10,000           |
| Rating Fee - Moody's               | 18,000           | 7,000            |
| Maximum Underwriter's Discount     | 12.50 109,000    | 10.00 32,050     |
| Paying Agent (Associated Trust)    | 850              | 850              |
| <b>Subtotal Issuance Expenses</b>  | <b>159,850</b>   | <b>59,900</b>    |
| <b>TOTAL TO BE FINANCED</b>        | <b>8,718,683</b> | <b>3,205,198</b> |
| Estimated Interest Earnings        | 0.10% (1,465)    | 0.10% (1,573)    |
| Assumed spend down (months)        | 6.00             | 6.00             |
| Rounding                           | 2,782            | 1,375            |
| <b>NET BOND SIZE</b>               | <b>8,720,000</b> | <b>3,205,000</b> |

**Notes:**

1) Project Total Estimates

Table 03  
Allocation of Debt Service - 2021 G.O. Bonds

City of Green Bay, WI

| Year<br>Ending | Levy - Streets Portion |          |           | Levy - Bridges Portion |          |         | Levy - Harbor Improvements Portion |          |         | Levy - Parks Portion |          |           | Levy - Fire Portion |          |         | Sewerage Portion |          |           | Parking Portion |          |         | TID #22 Portion |          |           | Year   | Totals    |           |            |
|----------------|------------------------|----------|-----------|------------------------|----------|---------|------------------------------------|----------|---------|----------------------|----------|-----------|---------------------|----------|---------|------------------|----------|-----------|-----------------|----------|---------|-----------------|----------|-----------|--------|-----------|-----------|------------|
|                | Principal              | Interest | Total     | Principal              | Interest | Total   | Principal                          | Interest | Total   | Principal            | Interest | Total     | Principal           | Interest | Total   | Principal        | Interest | Total     | Principal       | Interest | Total   | Principal       | Interest | Total     | Ending | Principal | Interest  | Total      |
| 2021           |                        |          | 0         |                        |          | 0       |                                    |          | 0       |                      |          | 0         |                     |          | 0       |                  |          | 0         |                 |          | 0       |                 |          | 0         | 2021   | 0         | 0         | 0          |
| 2022           |                        | 36,045   | 36,045    |                        | 6,599    | 6,599   |                                    | 8,236    | 8,236   |                      | 14,530   | 14,530    |                     | 12,502   | 12,502  | 60,000           | 23,365   | 83,365    | 35,000          | 11,803   | 46,803  | 80,000          | 33,569   | 113,569   | 2022   | 175,000   | 146,648   | 321,648    |
| 2023           | 105,000                | 32,594   | 137,594   | 15,000                 | 5,978    | 20,978  | 15,000                             | 7,470    | 22,470  | 35,000               | 13,157   | 48,157    | 30,000              | 11,321   | 41,321  | 60,000           | 21,001   | 81,001    | 30,000          | 10,598   | 40,598  | 95,000          | 30,166   | 125,166   | 2023   | 385,000   | 132,282   | 517,282    |
| 2024           | 110,000                | 32,012   | 142,012   | 15,000                 | 5,897    | 20,897  | 20,000                             | 7,374    | 27,374  | 40,000               | 12,953   | 52,953    | 30,000              | 11,159   | 41,159  | 65,000           | 20,662   | 85,662    | 35,000          | 10,421   | 45,421  | 95,000          | 29,653   | 124,653   | 2024   | 410,000   | 130,130   | 540,130    |
| 2025           | 115,000                | 31,274   | 146,274   | 15,000                 | 5,799    | 20,799  | 20,000                             | 7,243    | 27,243  | 40,000               | 12,691   | 52,691    | 35,000              | 10,944   | 45,944  | 65,000           | 20,236   | 85,236    | 35,000          | 10,192   | 45,192  | 95,000          | 29,031   | 124,031   | 2025   | 420,000   | 127,408   | 547,408    |
| 2026           | 115,000                | 30,371   | 145,371   | 15,000                 | 5,681    | 20,681  | 20,000                             | 7,086    | 27,086  | 40,000               | 12,377   | 52,377    | 35,000              | 10,669   | 45,669  | 65,000           | 19,726   | 84,726    | 35,000          | 9,917    | 44,917  | 95,000          | 28,285   | 123,285   | 2026   | 420,000   | 124,111   | 544,111    |
| 2027           | 115,000                | 29,319   | 144,319   | 15,000                 | 5,544    | 20,544  | 20,000                             | 6,903    | 26,903  | 40,000               | 12,011   | 52,011    | 35,000              | 10,349   | 45,349  | 65,000           | 19,131   | 84,131    | 35,000          | 9,597    | 44,597  | 95,000          | 27,416   | 122,416   | 2027   | 420,000   | 120,268   | 540,268    |
| 2028           | 115,000                | 28,123   | 143,123   | 20,000                 | 5,360    | 25,360  | 20,000                             | 6,695    | 26,695  | 40,000               | 11,595   | 51,595    | 35,000              | 9,985    | 44,985  | 65,000           | 18,455   | 83,455    | 35,000          | 9,233    | 44,233  | 95,000          | 26,428   | 121,428   | 2028   | 425,000   | 115,873   | 540,873    |
| 2029           | 115,000                | 26,771   | 141,771   | 20,000                 | 5,125    | 25,125  | 20,000                             | 6,460    | 26,460  | 40,000               | 11,125   | 51,125    | 35,000              | 9,574    | 44,574  | 70,000           | 17,660   | 87,660    | 35,000          | 8,821    | 43,821  | 100,000         | 25,280   | 125,280   | 2029   | 435,000   | 110,816   | 545,816    |
| 2030           | 120,000                | 25,243   | 145,243   | 20,000                 | 4,865    | 24,865  | 20,000                             | 6,200    | 26,200  | 40,000               | 10,605   | 50,605    | 35,000              | 9,119    | 44,119  | 70,000           | 16,750   | 86,750    | 35,000          | 8,366    | 43,366  | 100,000         | 23,980   | 123,980   | 2030   | 440,000   | 105,128   | 545,128    |
| 2031           | 120,000                | 23,563   | 143,563   | 20,000                 | 4,585    | 24,585  | 20,000                             | 5,920    | 25,920  | 40,000               | 10,045   | 50,045    | 35,000              | 8,629    | 43,629  | 70,000           | 15,770   | 85,770    | 35,000          | 7,876    | 42,876  | 100,000         | 22,580   | 122,580   | 2031   | 440,000   | 98,968    | 538,968    |
| 2032           | 120,000                | 21,643   | 141,643   | 20,000                 | 4,265    | 24,265  | 25,000                             | 5,556    | 30,556  | 40,000               | 9,405    | 49,405    | 35,000              | 8,069    | 43,069  | 70,000           | 14,650   | 84,650    | 35,000          | 7,316    | 42,316  | 100,000         | 20,980   | 120,980   | 2032   | 445,000   | 91,884    | 536,884    |
| 2033           | 90,000                 | 19,805   | 109,805   | 20,000                 | 3,915    | 23,915  | 25,000                             | 5,119    | 30,119  | 45,000               | 8,661    | 53,661    | 35,000              | 7,456    | 42,456  | 70,000           | 13,425   | 83,425    | 35,000          | 6,704    | 41,704  | 105,000         | 19,186   | 124,186   | 2033   | 425,000   | 84,271    | 509,271    |
| 2034           | 80,000                 | 18,318   | 98,318    | 20,000                 | 3,565    | 23,565  | 25,000                             | 4,681    | 29,681  | 45,000               | 7,874    | 52,874    | 35,000              | 6,844    | 41,844  | 70,000           | 12,200   | 82,200    | 35,000          | 6,091    | 41,091  | 105,000         | 17,349   | 122,349   | 2034   | 415,000   | 76,921    | 491,921    |
| 2035           | 60,000                 | 17,048   | 77,048    | 20,000                 | 3,200    | 23,200  | 25,000                             | 4,225    | 29,225  | 45,000               | 7,053    | 52,053    | 35,000              | 6,205    | 41,205  | 75,000           | 10,875   | 85,875    | 35,000          | 5,453    | 40,453  | 105,000         | 15,433   | 120,433   | 2035   | 400,000   | 69,490    | 469,490    |
| 2036           | 100,000                | 15,528   | 115,528   | 20,000                 | 2,820    | 22,820  | 25,000                             | 3,750    | 28,750  | 50,000               | 6,150    | 56,150    | 45,000              | 5,445    | 50,445  | 75,000           | 9,450    | 84,450    | 40,000          | 4,740    | 44,740  | 105,000         | 13,438   | 118,438   | 2036   | 460,000   | 61,320    | 521,320    |
| 2037           | 110,000                | 13,533   | 123,533   | 20,000                 | 2,440    | 22,440  | 25,000                             | 3,275    | 28,275  | 50,000               | 5,200    | 55,200    | 45,000              | 4,590    | 49,590  | 75,000           | 8,025    | 83,025    | 40,000          | 3,980    | 43,980  | 110,000         | 11,395   | 121,395   | 2037   | 475,000   | 52,438    | 527,438    |
| 2038           | 110,000                | 11,250   | 121,250   | 25,000                 | 1,969    | 26,969  | 30,000                             | 2,700    | 32,700  | 50,000               | 4,163    | 54,163    | 45,000              | 3,656    | 48,656  | 80,000           | 6,413    | 86,413    | 40,000          | 3,150    | 43,150  | 110,000         | 9,113    | 119,113   | 2038   | 490,000   | 42,413    | 532,413    |
| 2039           | 115,000                | 8,719    | 123,719   | 25,000                 | 1,406    | 26,406  | 35,000                             | 1,969    | 36,969  | 50,000               | 3,038    | 53,038    | 45,000              | 2,644    | 47,644  | 80,000           | 4,613    | 84,613    | 40,000          | 2,250    | 42,250  | 115,000         | 6,581    | 121,581   | 2039   | 505,000   | 31,219    | 536,219    |
| 2040           | 115,000                | 6,131    | 121,131   | 25,000                 | 844      | 25,844  | 35,000                             | 1,181    | 36,181  | 55,000               | 1,856    | 56,856    | 45,000              | 1,631    | 46,631  | 80,000           | 2,813    | 82,813    | 40,000          | 1,350    | 41,350  | 115,000         | 3,994    | 118,994   | 2040   | 510,000   | 19,800    | 529,800    |
| 2041           | 215,000                | 2,419    | 217,419   | 25,000                 | 281      | 25,281  | 35,000                             | 394      | 35,394  | 55,000               | 619      | 55,619    | 50,000              | 563      | 50,563  | 85,000           | 956      | 85,956    | 40,000          | 450      | 40,450  | 120,000         | 1,350    | 121,350   | 2041   | 625,000   | 7,031     | 632,031    |
| 2042           |                        |          | 0         |                        |          | 0       |                                    |          | 0       |                      |          | 0         |                     |          | 0       |                  |          | 0         |                 |          | 0       |                 |          | 0         | 2042   | 0         | 0         | 0          |
| Total          | 2,145,000              | 429,703  | 2,574,703 | 375,000                | 80,136   | 455,136 | 460,000                            | 102,437  | 562,437 | 840,000              | 175,106  | 1,015,106 | 720,000             | 151,352  | 871,352 | 1,415,000        | 276,174  | 1,691,174 | 725,000         | 138,306  | 863,306 | 2,040,000       | 395,203  | 2,435,203 | Total  | 8,720,000 | 1,748,417 | 10,468,417 |

Notes:  
1) Estimated Rate assumes WI Aa2 Sale of 5/18/21 + 0.25



Table 04  
Financing Plan Tax Impact

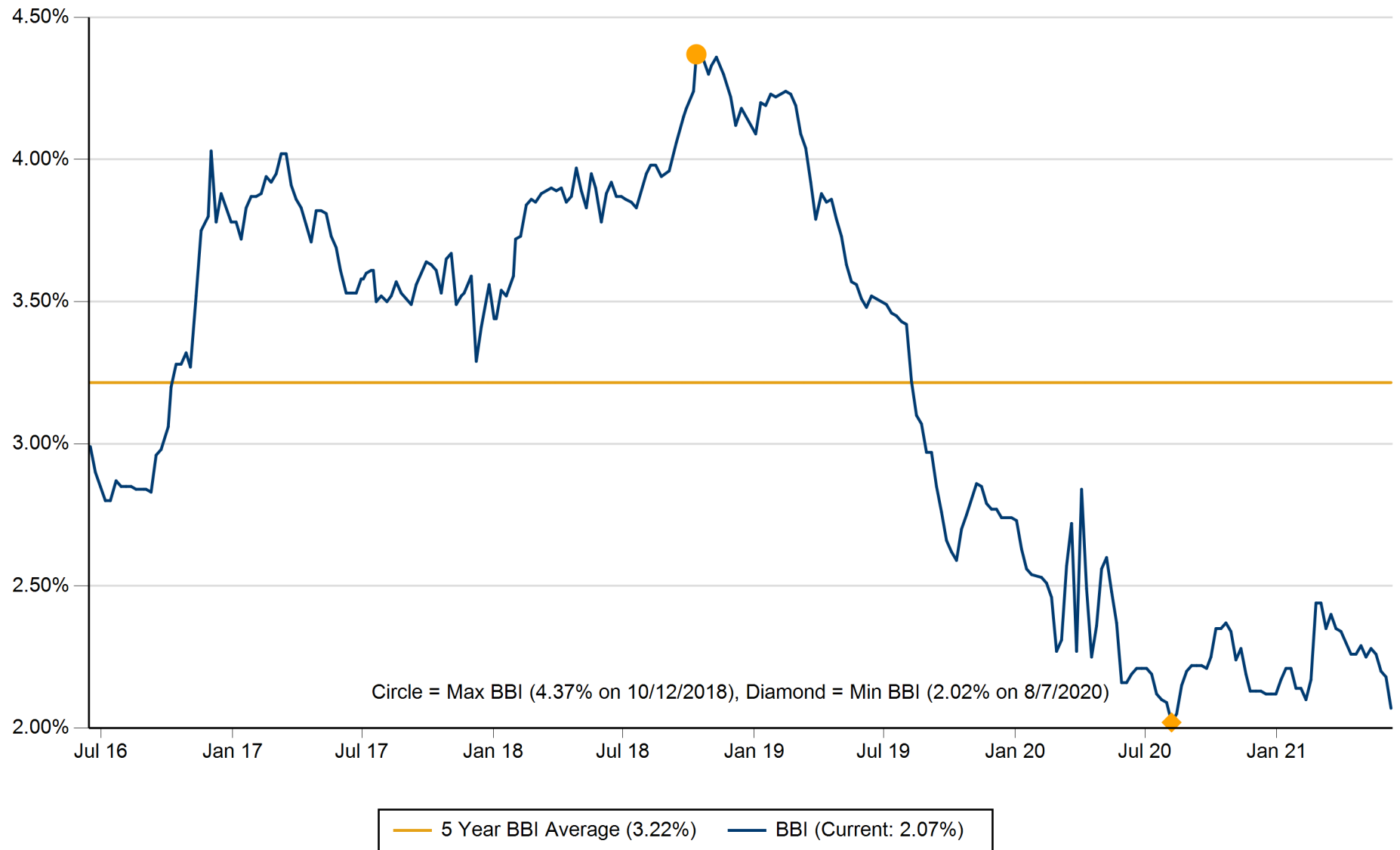
City of Green Bay, WI

| Year<br>Ending | Existing Debt          |                    |                         |                     |              |                  |                   |                       |                       |              |                              |                         |                                                  |                                                  |                      |                  |                  |                                   |                                       |                                   | Year<br>Ending |                                   |
|----------------|------------------------|--------------------|-------------------------|---------------------|--------------|------------------|-------------------|-----------------------|-----------------------|--------------|------------------------------|-------------------------|--------------------------------------------------|--------------------------------------------------|----------------------|------------------|------------------|-----------------------------------|---------------------------------------|-----------------------------------|----------------|-----------------------------------|
|                |                        |                    |                         |                     |              |                  |                   |                       |                       |              |                              |                         | 2021 G.O. Bonds<br>8,720,000<br>Dated: 8/26/2021 | 2021 G.O. Notes<br>3,205,000<br>Dated: 8/26/2021 | Abatements           |                  |                  | Levy and Tax Rate                 |                                       |                                   |                |                                   |
|                | Total Debt<br>Payments | Less:<br>Bay Beach | Less:<br>Sanitary Sewer | Less:<br>Stormwater | Less:<br>TID | Less:<br>Parking | Less:<br>Interest | Less:<br>River's Edge | Plus:<br>Paying Agent | Net Tax Levy | Equalized Value<br>(TID OUT) | Tax Rate<br>Per \$1,000 | Total Principal and Interest                     | Total Principal and Interest                     | Less:<br>Storm/Sewer | Less:<br>Parking | Less:<br>TID #22 | Total<br>Net Debt<br>Service Levy | Total Tax<br>Rate for<br>Debt Service | Levy Change<br>from Prior<br>Year |                | Annual Taxes<br>\$200,000<br>Home |
| 2021           | 17,383,442             | (193,063)          | (1,390,078)             | (1,310,516)         | (5,093,089)  | (51,632)         | (200,000)         | (23,000)              | 20,000                | 9,142,066    | 6,857,411,700                | \$1.41                  | 0                                                | 0                                                | 0                    | 0                | 0                | 9,142,066                         | \$1.33                                |                                   | \$267          | 2021                              |
| 2022           | 18,970,576             | (193,063)          | (1,519,944)             | (1,310,667)         | (5,085,471)  | (57,975)         | (150,000)         | (24,000)              | 20,000                | 10,649,457   | 7,007,682,237                | \$1.55                  | 321,648                                          | 35,262                                           | (83,365)             | (46,803)         | (113,569)        | 10,762,631                        | \$1.54                                | 1,620,565                         | \$307          | 2022                              |
| 2023           | 17,975,618             | (193,063)          | (1,524,711)             | (1,304,987)         | (5,003,686)  | (81,819)         | (150,000)         | (24,000)              | 20,000                | 9,713,352    | 7,161,245,742                | \$1.39                  | 517,282                                          | 331,403                                          | (81,001)             | (40,598)         | (125,166)        | 10,315,273                        | \$1.44                                | (447,357)                         | \$288          | 2023                              |
| 2024           | 17,910,383             | (436,813)          | (1,516,243)             | (1,301,659)         | (5,101,630)  | (75,481)         | (150,000)         | (24,000)              | 20,000                | 9,324,557    | 7,318,174,376                | \$1.30                  | 540,130                                          | 334,768                                          | (85,662)             | (45,421)         | (124,653)        | 9,943,719                         | \$1.36                                | (371,555)                         | \$272          | 2024                              |
| 2025           | 17,469,086             | (438,938)          | (1,529,322)             | (1,298,393)         | (4,695,092)  | (74,369)         | (300,000)         | (24,000)              | 20,000                | 9,128,971    | 7,478,541,880                | \$1.25                  | 547,408                                          | 362,662                                          | (85,236)             | (45,192)         | (124,031)        | 9,784,583                         | \$1.31                                | (159,135)                         | \$262          | 2025                              |
| 2026           | 16,332,221             | (435,438)          | (1,161,909)             | (1,227,698)         | (4,489,647)  | (72,788)         | (300,000)         | (24,000)              | 20,000                | 8,640,741    | 7,642,423,612                | \$1.16                  | 544,111                                          | 389,905                                          | (84,726)             | (44,917)         | (123,285)        | 9,321,830                         | \$1.22                                | (462,754)                         | \$244          | 2026                              |
| 2027           | 14,292,034             | (431,438)          | (987,857)               | (1,225,892)         | (3,549,358)  | (75,813)         | (300,000)         | (25,000)              | 20,000                | 7,716,676    | 7,809,896,582                | \$1.01                  | 540,268                                          | 391,541                                          | (84,131)             | (44,597)         | (122,416)        | 8,397,342                         | \$1.08                                | (924,488)                         | \$215          | 2027                              |
| 2028           | 13,071,619             | (431,813)          | (942,376)               | (1,235,450)         | (3,292,595)  | (79,013)         | (300,000)         | (25,000)              | 20,000                | 6,785,372    | 7,981,039,486                | \$0.87                  | 540,873                                          | 392,665                                          | (83,455)             | (44,233)         | (121,428)        | 7,469,795                         | \$0.94                                | (927,547)                         | \$187          | 2028                              |
| 2029           | 10,929,144             | (428,113)          | (856,537)               | (1,159,123)         | (2,614,529)  | (82,413)         | (300,000)         | (25,000)              | 20,000                | 5,483,429    | 8,155,932,747                | \$0.69                  | 545,816                                          | 393,228                                          | (87,660)             | (43,821)         | (125,280)        | 6,165,712                         | \$0.76                                | (1,304,083)                       | \$151          | 2029                              |
| 2030           | 9,359,403              | (425,513)          | (818,408)               | (1,150,755)         | (2,405,696)  | (81,063)         | (300,000)         | (25,000)              | 20,000                | 4,172,968    | 8,334,658,548                | \$0.51                  | 545,128                                          | 393,254                                          | (86,750)             | (43,366)         | (123,980)        | 4,857,253                         | \$0.58                                | (1,308,459)                       | \$117          | 2030                              |
| 2031           | 7,619,053              | (424,163)          | (825,841)               | (1,068,575)         | (1,531,317)  | (89,663)         | (300,000)         | (25,000)              | 20,000                | 3,374,494    | 8,517,300,873                | \$0.41                  | 538,968                                          | 392,828                                          | (85,770)             | (42,876)         | (122,580)        | 4,055,062                         | \$0.48                                | (802,191)                         | \$95           | 2031                              |
| 2032           | 7,643,074              | (428,822)          | (829,669)               | (1,078,691)         | (1,517,996)  | (93,013)         | (300,000)         | (25,000)              | 20,000                | 3,389,883    | 8,703,945,549                | \$0.40                  | 536,884                                          | 0                                                | (84,650)             | (42,316)         | (120,980)        | 3,678,821                         | \$0.42                                | (376,242)                         | \$85           | 2032                              |
| 2033           | 7,482,833              | (427,663)          | (840,498)               | (1,095,040)         | (1,322,259)  | (96,251)         | (300,000)         | (25,000)              | 20,000                | 3,396,121    | 8,894,680,280                | \$0.39                  | 509,271                                          | 0                                                | (83,425)             | (41,704)         | (124,186)        | 3,656,078                         | \$0.41                                | (22,743)                          | \$82           | 2033                              |
| 2034           | 7,501,599              | (425,963)          | (837,416)               | (1,107,510)         | (1,318,852)  | (99,238)         | (300,000)         | (25,000)              | 20,000                | 3,407,621    | 9,089,594,694                | \$0.38                  | 491,921                                          | 0                                                | (82,200)             | (41,091)         | (122,349)        | 3,653,902                         | \$0.40                                | (2,176)                           | \$80           | 2034                              |
| 2035           | 7,355,391              | (428,619)          | (845,890)               | (1,110,214)         | (1,136,093)  | (101,988)        | (300,000)         | (25,000)              | 20,000                | 3,427,587    | 9,288,780,384                | \$0.38                  | 469,490                                          | 0                                                | (85,875)             | (40,453)         | (120,433)        | 3,650,317                         | \$0.39                                | (3,584)                           | \$79           | 2035                              |
| 2036           | 5,973,871              | (430,541)          | (747,084)               | (1,119,601)         | (457,878)    | (104,613)        | (300,000)         | (20,000)              | 20,000                | 2,814,154    | 9,492,330,948                | \$0.30                  | 521,320                                          | 0                                                | (84,450)             | (44,740)         | (118,438)        | 3,087,847                         | \$0.33                                | (562,471)                         | \$65           | 2036                              |
| 2037           | 5,012,649              | (426,788)          | (539,669)               | (1,140,561)         | (457,245)    | (102,163)        | (300,000)         | 0                     | 20,000                | 2,066,223    | 9,700,342,037                | \$0.22                  | 527,438                                          | 0                                                | (83,025)             | (43,980)         | (121,395)        | 2,345,261                         | \$0.24                                | (742,586)                         | \$48           | 2037                              |
| 2038           | 3,838,063              | (427,350)          | (317,651)               | (837,613)           | (456,663)    | (109,738)        | (300,000)         | 0                     | 20,000                | 1,409,049    | 9,912,911,396                | \$0.14                  | 532,413                                          | 0                                                | (86,413)             | (43,150)         | (119,113)        | 1,692,786                         | \$0.17                                | (652,475)                         | \$34           | 2038                              |
| 2039           | 2,446,311              | 0                  | (256,038)               | (849,326)           | (322,661)    | (112,276)        | 0                 | 0                     | 20,000                | 926,011      | 10,130,138,914               | \$0.09                  | 536,219                                          | 0                                                | (84,613)             | (42,250)         | (121,581)        | 1,213,786                         | \$0.12                                | (479,000)                         | \$24           | 2039                              |
| 2040           | 1,304,633              | 0                  | (146,631)               | (450,006)           | (161,920)    | (45,506)         | 0                 |                       | 20,000                | 520,570      | 10,352,126,667               | \$0.05                  | 529,800                                          | 0                                                | (82,813)             | (41,350)         | (118,994)        | 807,213                           | \$0.08                                | (406,573)                         | \$16           | 2040                              |
| Total          | 209,871,000            | (7,027,156)        | (18,433,774)            | (22,382,277)        | (50,013,676) | (1,686,815)      | (4,850,000)       |                       |                       | 105,489,302  |                              |                         | 10,468,417                                       | 3,417,513                                        | (1,605,217)          | (822,856)        | (2,313,853)      |                                   |                                       |                                   |                | Total                             |

Notes:

## 5 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates June, 2016 - June, 2021



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

June 29, 2021  
Pre-Sale Report for

# City of Green Bay, Wisconsin

\$3,205,000 General Obligation Promissory  
Notes, 2021C



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**Prepared by:**

Ehlers  
N21W23350 Ridgeview Parkway West,  
Suite 100  
Waukesha, WI 53188

**Advisors:**

Todd Taves, Senior Municipal Advisor  
Jonathan Schatz, Financial Specialist  
Dawn Gunderson Schiel, CPFO, Senior Municipal Advisor

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**



# EXECUTIVE SUMMARY OF PROPOSED DEBT

## Proposed Issue:

\$3,205,000 General Obligation Promissory Notes, 2021C (“Notes”)

## Purposes:

The proposed issue includes financing to pay the costs of building improvements and acquisition of capital equipment. Debt service will be paid from ad valorem property taxes. The Note size includes estimated costs of issuance and an underwriting discount allowance equal to 1.0% of the par amount of the Notes.

## Authority:

The Notes are being issued pursuant to Wisconsin Statute 67.12(12) and will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City’s General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City’s total General Obligation debt principal outstanding will be \$172,445,000, which is 47% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$197,515,315.

## Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on April 1 in the years 2023 through 2031. Interest is payable every six months beginning April 1, 2022.

The Notes will be subject to prepayment at the discretion of the City on April 1, 2028 or any date thereafter.

## Bank Qualification:

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Notes as “bank qualified” obligations.

## Rating:

The City’s most recent bond issues were rated by Moody’s Investors Service. The current ratings on those bonds are “Aa3”. The City will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

## **Basis for Recommendation:**

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Notes as a suitable option based on:

- The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City's objectives for term, structure, and optional redemption.
- The City having adequate General Obligation debt capacity to undertake this financing.
- The nature of the projects being financed which will not generate user or other fees that could be pledged to secure a revenue obligation.
- The City's current Capital Improvements Plan which identified issuance of General Obligation Notes to finance these projects.

## **Method of Sale/Placement:**

We will solicit competitive bids for the purchase of the Notes from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

## **Premium Pricing:**

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City.

For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.

## **Review of Existing Debt:**

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

## Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

## Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account. IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Notes with an arbitrage expert to utilize one or more of the exceptions listed above.

## Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

## Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

**Bond Counsel:** Foley & Lardner LLP

**Paying Agent:** Associated Trust Company, N.A.

**Rating Agency:** Moody’s Investors Service, Inc.

## PROPOSED DEBT ISSUANCE SCHEDULE

|                                                  |                       |
|--------------------------------------------------|-----------------------|
| Pre-Sale Review by Finance Committee:            | June 22, 2021         |
| Authorizing Resolution Approved by City Council: | June 29, 2021         |
| Conference with Rating Agency:                   | July 15 – 21, 2021    |
| Due Diligence Call to review Official Statement: | Week of July 19, 2021 |
| Distribute Official Statement:                   | Week of July 26, 2021 |
| City Council Meeting to Award Sale of the Bonds: | August 3, 2021        |
| Estimated Closing Date:                          | August 26, 2021       |

### Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Bond Buyer Index

## EHLERS' CONTACTS

|                                                 |                |
|-------------------------------------------------|----------------|
| Todd Taves, Senior Municipal Advisor            | (262) 796-6173 |
| Jonathan Schatz, Financial Specialist           | (262) 796-6195 |
| Dawn Gunderson Schiel, Senior Municipal Advisor | (262) 796-6166 |
| Peter Curtin, Public Finance Analyst            | (262) 796-6187 |
| Kathy Myers, Senior Financial Analyst           | (262) 796-6177 |

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.

## Table 01

### Capital Improvement Plan & Funding Uses

City of Green Bay, WI

| Projects                      | Purpose/Dept.   | Funding   | 2021              | Totals            |
|-------------------------------|-----------------|-----------|-------------------|-------------------|
| <b>MAJOR CAPITAL PROJECTS</b> |                 |           |                   | 0                 |
| <b>Levy Supported:</b>        |                 |           |                   | 0                 |
|                               | DPW             | G.O. Debt | 3,250,833         | 3,250,833         |
|                               | Fire            | G.O. Debt | 274,336           | 274,336           |
|                               | Parks           | G.O. Debt | 825,000           | 825,000           |
| <b>Other Funding Sources:</b> |                 |           |                   | 0                 |
|                               | Parking Utility | G.O. Debt | 711,000           | 711,000           |
|                               | Sanitary Sewer  | G.O. Debt | 460,000           | 460,000           |
|                               | Storm Sewer     | G.O. Debt | 927,000           | 927,000           |
|                               | TIF             | G.O. Debt | 2,000,000         | 2,000,000         |
| <b>EQUIPMENT</b>              |                 |           |                   | 0                 |
| <b>Levy Supported:</b>        |                 |           |                   | 0                 |
|                               | Fire            | G.O. Debt | 393,700           | 393,700           |
|                               | Parks           | G.O. Debt | 368,700           | 368,700           |
|                               | Police          | G.O. Debt | 157,500           | 157,500           |
| <b>FLEET</b>                  |                 |           |                   | 0                 |
| <b>Levy Supported:</b>        |                 |           |                   | 0                 |
|                               | DPW             | G.O. Debt | 509,000           | 509,000           |
|                               | Fire            | G.O. Debt | 1,267,596         | 1,267,596         |
|                               | Parks           | G.O. Debt | 38,500            | 38,500            |
|                               | Police          | G.O. Debt | 520,966           | 520,966           |
| <b>Actual CIP Costs</b>       |                 |           | <b>11,704,131</b> | <b>11,704,131</b> |

|                               |                   |                   |
|-------------------------------|-------------------|-------------------|
| <b>Percent Inflation</b>      | <b>0%</b>         |                   |
| <b>Inflated Project Costs</b> | <b>11,704,131</b> | <b>11,704,131</b> |

|                            |                   |                   |
|----------------------------|-------------------|-------------------|
| <b>Sources of Funding</b>  |                   |                   |
| G.O. Debt                  | 11,704,131        | 11,704,131        |
| Revenue Debt               | 0                 | 0                 |
| Grants/Aids                | 0                 | 0                 |
| Special Assessment         | 0                 | 0                 |
| User Fees                  | 0                 | 0                 |
| Tax Levy                   | 0                 | 0                 |
| Equipment Replacement Fund | 0                 | 0                 |
| Cash                       | 0                 | 0                 |
| <b>Total</b>               | <b>11,704,131</b> | <b>11,704,131</b> |

|                         |                   |                   |
|-------------------------|-------------------|-------------------|
| <b>Debt Obligations</b> |                   |                   |
| 2021 G.O. Bonds         | 8,558,833         | 8,558,833         |
| 2021 G.O. Notes         | 3,145,298         | 3,145,298         |
| <b>Total</b>            | <b>11,704,131</b> | <b>11,704,131</b> |

**Notes:**

## Table 02

### Capital Improvements Financing Plan

*City of Green Bay, WI*

|                                    | 2021             | 2021             |
|------------------------------------|------------------|------------------|
|                                    | G.O. Bonds       | G.O. Notes       |
| <b>CIP Projects<sup>1</sup></b>    | <b>8,558,833</b> | <b>3,145,298</b> |
| <b>Estimated Issuance Expenses</b> | <b>159,850</b>   | <b>59,900</b>    |
| Municipal Advisor (Ehlers)         | 20,000           | 10,000           |
| Bond Counsel (Foley & Lardner)     | 12,000           | 10,000           |
| Rating Fee - Moody's               | 18,000           | 7,000            |
| Maximum Underwriter's Discount     | 12.50 109,000    | 10.00 32,050     |
| Paying Agent (Associated Trust)    | 850              | 850              |
| <b>Subtotal Issuance Expenses</b>  | <b>159,850</b>   | <b>59,900</b>    |
| <b>TOTAL TO BE FINANCED</b>        | <b>8,718,683</b> | <b>3,205,198</b> |
| Estimated Interest Earnings        | 0.10% (1,465)    | 0.10% (1,573)    |
| Assumed spend down (months)        | 6.00             | 6.00             |
| Rounding                           | 2,782            | 1,375            |
| <b>NET BOND SIZE</b>               | <b>8,720,000</b> | <b>3,205,000</b> |

**Notes:**

1) Project Total Estimates

## Table 03

### Allocation of Debt Service - 2021 G.O. Notes

*City of Green Bay, WI*

| Year<br>Ending | General Capital Projects |           |          |           |
|----------------|--------------------------|-----------|----------|-----------|
|                | Principal                | Est. Rate | Interest | Total     |
| 2021           |                          |           |          | 0         |
| 2022           |                          | 0.45%     | 35,262   | 35,262    |
| 2023           | 300,000                  | 0.49%     | 31,403   | 331,403   |
| 2024           | 305,000                  | 0.59%     | 29,768   | 334,768   |
| 2025           | 335,000                  | 0.72%     | 27,662   | 362,662   |
| 2026           | 365,000                  | 0.85%     | 24,905   | 389,905   |
| 2027           | 370,000                  | 0.98%     | 21,541   | 391,541   |
| 2028           | 375,000                  | 1.10%     | 17,665   | 392,665   |
| 2029           | 380,000                  | 1.25%     | 13,228   | 393,228   |
| 2030           | 385,000                  | 1.35%     | 8,254    | 393,254   |
| 2031           | 390,000                  | 1.45%     | 2,828    | 392,828   |
| 2032           |                          |           |          | 0         |
| Total          | 3,205,000                |           | 212,513  | 3,417,513 |

| Year<br>Ending | Totals    |          |           |
|----------------|-----------|----------|-----------|
|                | Principal | Interest | Total     |
| 2021           | 0         | 0        | 0         |
| 2022           | 0         | 35,262   | 35,262    |
| 2023           | 300,000   | 31,403   | 331,403   |
| 2024           | 305,000   | 29,768   | 334,768   |
| 2025           | 335,000   | 27,662   | 362,662   |
| 2026           | 365,000   | 24,905   | 389,905   |
| 2027           | 370,000   | 21,541   | 391,541   |
| 2028           | 375,000   | 17,665   | 392,665   |
| 2029           | 380,000   | 13,228   | 393,228   |
| 2030           | 385,000   | 8,254    | 393,254   |
| 2031           | 390,000   | 2,828    | 392,828   |
| 2032           | 0         | 0        | 0         |
| Total          | 3,205,000 | 212,513  | 3,417,513 |

**Notes:** Estimated Rates Assume a WI Aa2 Sale of 6/2/21 + 0.25%

Table 04  
Financing Plan Tax Impact

City of Green Bay, WI

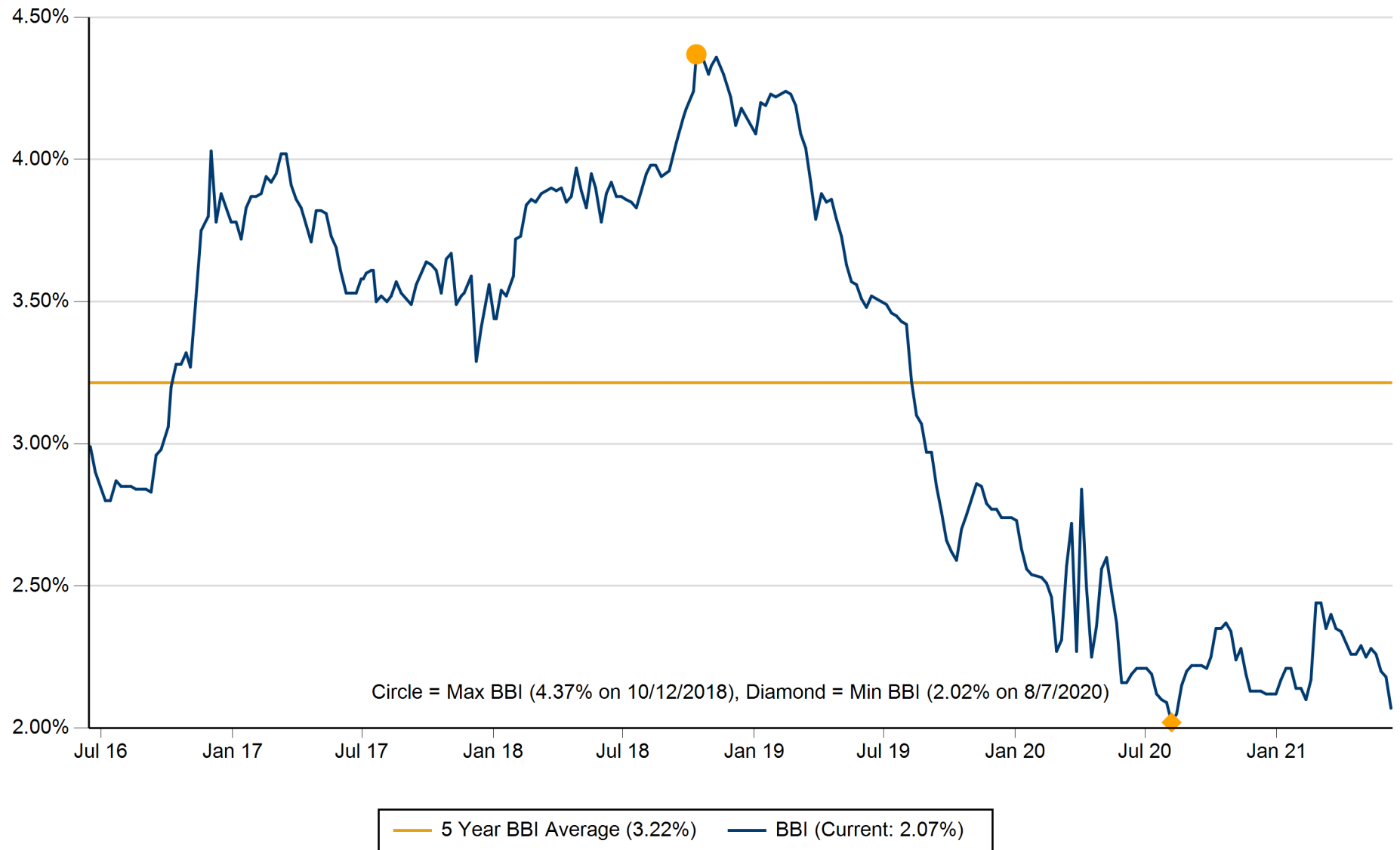
| Year<br>Ending | Existing Debt          |                    |                         |                     |              |                  |                   |                       |                       |              |                              |                         |                                                  |                                                  |                      |                  |                  |                                   |                                       |                                   | Year<br>Ending |                                   |
|----------------|------------------------|--------------------|-------------------------|---------------------|--------------|------------------|-------------------|-----------------------|-----------------------|--------------|------------------------------|-------------------------|--------------------------------------------------|--------------------------------------------------|----------------------|------------------|------------------|-----------------------------------|---------------------------------------|-----------------------------------|----------------|-----------------------------------|
|                |                        |                    |                         |                     |              |                  |                   |                       |                       |              |                              |                         | 2021 G.O. Bonds<br>8,720,000<br>Dated: 8/26/2021 | 2021 G.O. Notes<br>3,205,000<br>Dated: 8/26/2021 | Abatements           |                  |                  | Levy and Tax Rate                 |                                       |                                   |                |                                   |
|                | Total Debt<br>Payments | Less:<br>Bay Beach | Less:<br>Sanitary Sewer | Less:<br>Stormwater | Less:<br>TID | Less:<br>Parking | Less:<br>Interest | Less:<br>River's Edge | Plus:<br>Paying Agent | Net Tax Levy | Equalized Value<br>(TID OUT) | Tax Rate<br>Per \$1,000 | Total Principal and Interest                     | Total Principal and Interest                     | Less:<br>Storm/Sewer | Less:<br>Parking | Less:<br>TID #22 | Total<br>Net Debt<br>Service Levy | Total Tax<br>Rate for<br>Debt Service | Levy Change<br>from Prior<br>Year |                | Annual Taxes<br>\$200,000<br>Home |
| 2021           | 17,383,442             | (193,063)          | (1,390,078)             | (1,310,516)         | (5,093,089)  | (51,632)         | (200,000)         | (23,000)              | 20,000                | 9,142,066    | 6,857,411,700                | \$1.41                  | 0                                                | 0                                                | 0                    | 0                | 0                | 9,142,066                         | \$1.33                                |                                   | \$267          | 2021                              |
| 2022           | 18,970,576             | (193,063)          | (1,519,944)             | (1,310,667)         | (5,085,471)  | (57,975)         | (150,000)         | (24,000)              | 20,000                | 10,649,457   | 7,007,682,237                | \$1.55                  | 321,648                                          | 35,262                                           | (83,365)             | (46,803)         | (113,569)        | 10,762,631                        | \$1.54                                | 1,620,565                         | \$307          | 2022                              |
| 2023           | 17,975,618             | (193,063)          | (1,524,711)             | (1,304,987)         | (5,003,686)  | (81,819)         | (150,000)         | (24,000)              | 20,000                | 9,713,352    | 7,161,245,742                | \$1.39                  | 517,282                                          | 331,403                                          | (81,001)             | (40,598)         | (125,166)        | 10,315,273                        | \$1.44                                | (447,357)                         | \$288          | 2023                              |
| 2024           | 17,910,383             | (436,813)          | (1,516,243)             | (1,301,659)         | (5,101,630)  | (75,481)         | (150,000)         | (24,000)              | 20,000                | 9,324,557    | 7,318,174,376                | \$1.30                  | 540,130                                          | 334,768                                          | (85,662)             | (45,421)         | (124,653)        | 9,943,719                         | \$1.36                                | (371,555)                         | \$272          | 2024                              |
| 2025           | 17,469,086             | (438,938)          | (1,529,322)             | (1,298,393)         | (4,695,092)  | (74,369)         | (300,000)         | (24,000)              | 20,000                | 9,128,971    | 7,478,541,880                | \$1.25                  | 547,408                                          | 362,662                                          | (85,236)             | (45,192)         | (124,031)        | 9,784,583                         | \$1.31                                | (159,135)                         | \$262          | 2025                              |
| 2026           | 16,332,221             | (435,438)          | (1,161,909)             | (1,227,698)         | (4,489,647)  | (72,788)         | (300,000)         | (24,000)              | 20,000                | 8,640,741    | 7,642,423,612                | \$1.16                  | 544,111                                          | 389,905                                          | (84,726)             | (44,917)         | (123,285)        | 9,321,830                         | \$1.22                                | (462,754)                         | \$244          | 2026                              |
| 2027           | 14,292,034             | (431,438)          | (987,857)               | (1,225,892)         | (3,549,358)  | (75,813)         | (300,000)         | (25,000)              | 20,000                | 7,716,676    | 7,809,896,582                | \$1.01                  | 540,268                                          | 391,541                                          | (84,131)             | (44,597)         | (122,416)        | 8,397,342                         | \$1.08                                | (924,488)                         | \$215          | 2027                              |
| 2028           | 13,071,619             | (431,813)          | (942,376)               | (1,235,450)         | (3,292,595)  | (79,013)         | (300,000)         | (25,000)              | 20,000                | 6,785,372    | 7,981,039,486                | \$0.87                  | 540,873                                          | 392,665                                          | (83,455)             | (44,233)         | (121,428)        | 7,469,795                         | \$0.94                                | (927,547)                         | \$187          | 2028                              |
| 2029           | 10,929,144             | (428,113)          | (856,537)               | (1,159,123)         | (2,614,529)  | (82,413)         | (300,000)         | (25,000)              | 20,000                | 5,483,429    | 8,155,932,747                | \$0.69                  | 545,816                                          | 393,228                                          | (87,660)             | (43,821)         | (125,280)        | 6,165,712                         | \$0.76                                | (1,304,083)                       | \$151          | 2029                              |
| 2030           | 9,359,403              | (425,513)          | (818,408)               | (1,150,755)         | (2,405,696)  | (81,063)         | (300,000)         | (25,000)              | 20,000                | 4,172,968    | 8,334,658,548                | \$0.51                  | 545,128                                          | 393,254                                          | (86,750)             | (43,366)         | (123,980)        | 4,857,253                         | \$0.58                                | (1,308,459)                       | \$117          | 2030                              |
| 2031           | 7,619,053              | (424,163)          | (825,841)               | (1,068,575)         | (1,531,317)  | (89,663)         | (300,000)         | (25,000)              | 20,000                | 3,374,494    | 8,517,300,873                | \$0.41                  | 538,968                                          | 392,828                                          | (85,770)             | (42,876)         | (122,580)        | 4,055,062                         | \$0.48                                | (802,191)                         | \$95           | 2031                              |
| 2032           | 7,643,074              | (428,822)          | (829,669)               | (1,078,691)         | (1,517,996)  | (93,013)         | (300,000)         | (25,000)              | 20,000                | 3,389,883    | 8,703,945,549                | \$0.40                  | 536,884                                          | 0                                                | (84,650)             | (42,316)         | (120,980)        | 3,678,821                         | \$0.42                                | (376,242)                         | \$85           | 2032                              |
| 2033           | 7,482,833              | (427,663)          | (840,498)               | (1,095,040)         | (1,322,259)  | (96,251)         | (300,000)         | (25,000)              | 20,000                | 3,396,121    | 8,894,680,280                | \$0.39                  | 509,271                                          | 0                                                | (83,425)             | (41,704)         | (124,186)        | 3,656,078                         | \$0.41                                | (22,743)                          | \$82           | 2033                              |
| 2034           | 7,501,599              | (425,963)          | (837,416)               | (1,107,510)         | (1,318,852)  | (99,238)         | (300,000)         | (25,000)              | 20,000                | 3,407,621    | 9,089,594,694                | \$0.38                  | 491,921                                          | 0                                                | (82,200)             | (41,091)         | (122,349)        | 3,653,902                         | \$0.40                                | (2,176)                           | \$80           | 2034                              |
| 2035           | 7,355,391              | (428,619)          | (845,890)               | (1,110,214)         | (1,136,093)  | (101,988)        | (300,000)         | (25,000)              | 20,000                | 3,427,587    | 9,288,780,384                | \$0.38                  | 469,490                                          | 0                                                | (85,875)             | (40,453)         | (120,433)        | 3,650,317                         | \$0.39                                | (3,584)                           | \$79           | 2035                              |
| 2036           | 5,973,871              | (430,541)          | (747,084)               | (1,119,601)         | (457,878)    | (104,613)        | (300,000)         | (20,000)              | 20,000                | 2,814,154    | 9,492,330,948                | \$0.30                  | 521,320                                          | 0                                                | (84,450)             | (44,740)         | (118,438)        | 3,087,847                         | \$0.33                                | (562,471)                         | \$65           | 2036                              |
| 2037           | 5,012,649              | (426,788)          | (539,669)               | (1,140,561)         | (457,245)    | (102,163)        | (300,000)         | 0                     | 20,000                | 2,066,223    | 9,700,342,037                | \$0.22                  | 527,438                                          | 0                                                | (83,025)             | (43,980)         | (121,395)        | 2,345,261                         | \$0.24                                | (742,586)                         | \$48           | 2037                              |
| 2038           | 3,838,063              | (427,350)          | (317,651)               | (837,613)           | (456,663)    | (109,738)        | (300,000)         | 0                     | 20,000                | 1,409,049    | 9,912,911,396                | \$0.14                  | 532,413                                          | 0                                                | (86,413)             | (43,150)         | (119,113)        | 1,692,786                         | \$0.17                                | (652,475)                         | \$34           | 2038                              |
| 2039           | 2,446,311              | 0                  | (256,038)               | (849,326)           | (322,661)    | (112,276)        | 0                 | 0                     | 20,000                | 926,011      | 10,130,138,914               | \$0.09                  | 536,219                                          | 0                                                | (84,613)             | (42,250)         | (121,581)        | 1,213,786                         | \$0.12                                | (479,000)                         | \$24           | 2039                              |
| 2040           | 1,304,633              | 0                  | (146,631)               | (450,006)           | (161,920)    | (45,506)         | 0                 |                       | 20,000                | 520,570      | 10,352,126,667               | \$0.05                  | 529,800                                          | 0                                                | (82,813)             | (41,350)         | (118,994)        | 807,213                           | \$0.08                                | (406,573)                         | \$16           | 2040                              |
| Total          | 209,871,000            | (7,027,156)        | (18,433,774)            | (22,382,277)        | (50,013,676) | (1,686,815)      | (4,850,000)       |                       |                       | 105,489,302  |                              |                         | 10,468,417                                       | 3,417,513                                        | (1,605,217)          | (822,856)        | (2,313,853)      |                                   |                                       |                                   |                | Total                             |

Notes:



## 5 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates June, 2016 - June, 2021



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.



## Report to the Redevelopment Authority of the City of Green Bay

### MEETING DATE

June 29, 2021

### PREPARED BY

Neil Stechschulte, Director

### AGENDA ITEM # M.1

To approve the development agreement as presented with 200 N. Monroe PropCo LLC regarding the redevelopment of the properties located at 227 N. Quincy St., 221 N. Quincy St., 624 Pine St., 618 Pine St., 616 Pine St. and 605 Cherry St., as well as a request for Tax Incremental Financing assistance for the project, and forward a final development agreement from the RDA to City Council once reviewed and approved by the City Attorney.

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, and Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

### BACKGROUND

The Developer is proposing a five (5)-story mixed-use structure facing Monroe Avenue, with approximately One Hundred Seventy-two (172) market rate residential apartment units, in a mix of studio, one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store of approximately 15,000 sq. ft. with approximately 7,000 sq. ft. of other retail space for a total of approximately twenty-two thousand (22,000) sq. ft. of retail space on the first floor.

The City is estimating that the project will be valued at \$22 million upon completion. The project is projected to be completed before the end of 2024.

The Developer is requesting 80% of the TIF increment available for the life of the TID on a pay-as-you-go basis after the City covers its debt service obligation from the original purchase of the property. The City will need to create a new TID that will include this project with a base year starting January 1, 2022 to fund the assistance for this project.

The draft development agreement as presented is consistent with the terms sheet previously discussed by the RDA.

The RDA recommended the division of annual available increment over time be 80% to the Developer and 20% to the City. Upon further evaluation after the RDA meeting, the Developer indicated that the repayment of the City's land acquisition costs all up front was not feasible due to the Developer not receiving any assistance until 2027.

Staff and the Developer have a tentative agreement on amending the RDA recommended agreement to allow the recovery of the City's land costs to be recovered over a 21 year period. For the first 20 years, the annual available increment would be divided up as 75% to the Developer, 17% to the City, and 8% towards the City's land costs. The original land cost amount to be financed is the original acquisition cost,

or \$1.2 million, paid back over 20 years at 2% interest. The total amount paid back is \$1.47 million. Any remaining balance due on the land cost at the end of the 20 year period would be fully paid by the increment generated in year 21, after direct payments to the Developer cease in year 20.

## RECOMMENDATION

Staff recommends approval of the development agreement with the division of annual available increment as 75% to the Developer, 17% to the City and 8% to debt service with the City's land cost being financed over a 20 year period at a 2% interest rate. Corresponding language reflecting this change has been added to the development agreement for Council's consideration (see the highlighted section on page 7 of the agreement in your packet).

## FISCAL IMPACT

This project would require a new TID to be created. The request for financial assistance is on a pay-as-you-go basis and the annual tax increment is scheduled to be distributed as 75% to the developer, 17% to the City, and 8% toward the debt service for the City's land acquisition costs. There are minimum performance requirements for the Developer to qualify for TIF assistance. The project is anticipated to generate sufficient increment to fund the request and cover the City's existing debt on the property.

## ATTACHMENTS

1. 200 N. Monroe Development Agreement - Council Packet Version with Exhibits
2. GORMAN MONROE DEVELOPMENT AGREEMENT - DRAFT



City of Green Bay  
Department of Community and Economic Development

**DEVELOPMENT AGREEMENT 20-01**

**200 N. MONROE PROPCO LLC**

This Development Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),  
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),  
and 200 N. Monroe PropCo LLC, a Wisconsin limited liability company ("Developer").

**RECITALS**

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

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

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

- C. Developer intends to complete a Project, which includes the following:

A five (5)-story mixed-use structure facing Monroe Avenue, with approximately One Hundred Seventy-two (172) residential apartment units, in a mix of studio, one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store of approximately 15,000 square feet with approximately 7,000 sq. ft of other retail space for a total of approximately twenty-two thousand (22,000) square feet of retail space on the first floor.

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

- D. As of January 1, 2021, the Property has an aggregate assessed value of zero dollars (0.00), which based on the assessed tax rates in effect as of January 1, 2021, the Property yields approximately:
1. Zero Dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$24.62);
  2. Zero dollars (\$0.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62); and

3. Zero dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be approximately Twenty-Two Million dollars (\$22,000,000.00), which is anticipated to yield approximately:
1. Five hundred forty-one thousand, six hundred and forty dollars (\$541,640) in total real estate taxes annually (assessed mill rate of \$24.62);
  2. Five hundred forty-one thousand, six hundred and forty dollars (\$541,640) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62); and
  3. Two hundred and thirteen thousand eight hundred and forty (\$213,840) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), The Property is within one-half (1/2) mile of Tax Increment District Number 13 ("TID 13" or the "TID") which will provide part of the financing for certain costs of the project. The RDA and the City will ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the TID), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will bring a full-service grocery store into a federally-designated food desert; build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; remediate environmental contamination and/or enhance the physical (soil, water, air) landscape; expand our range of residential and commercial real estate products; be designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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 Zero Dollars (\$0.00)
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means 200 N. Monroe PropCo, LLC, or any assignee of the same.
- H. “Exhibits” means the supplementary reference information attached to this development agreement that shall include the following:
  - 1. Exhibit A – Map of the Property
  - 2. Exhibit B – Legal Description of the Property
  - 3. Exhibit C – Preliminary Concept Plan
- I. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. “Plans and Specifications” means the plans and specifications developed for the Project.
- K. “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.
- L. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- M. “Project” means the Project as defined in the Recitals.
- N. “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.
- O. “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.
- P. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section IV. C. 4.
- Q. "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.
- R. "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.
- S. "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.
- T. "TID" means Tax Increment District Number Thirteen ("TID 13" 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 13 in 2005; TID 13 terminates in 2032. The RDA and the City will ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the "TID"), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."
- U. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- V. "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. Property Transfer. The City and/or RDA shall convey the Property to the Developer by no sooner than June 1, 2022, but no later than December 31, 2022 through the following process:



- a) The City and/or RDA shall convey the Property excluding all City and/or RDA parcels or right-of-way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance. The City and/or RDA shall provide a copy of any existing title work for the Property to the Developer upon execution of this agreement. All future title work will be completed by the Developer's selected title company at Developer's expense.
  - b) The Developer shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C),
  - c) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. I.
  - d) The RDA shall take a Preferred Forgivable Equity Investment in the Project of one million, two hundred thousand dollars (\$1,200,000.00), which is the estimated value of the real estate that will be transferred to the Developer. The Preferred Forgivable Equity Investment shall be secured by this Agreement, shall survive the expiration of this Agreement, and shall be forgiven when the aggregate assessed value of the Property is greater than or equal to Six Million (\$6,000,000.00). Should the aggregate assessed value of the Property fail to be greater than or equal to million dollars (\$6,000,000.00) prior to January 1, 2025, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.
  - e) The deadline for conveyance may be extended at the request of Developer based on Developer's closing of financing for the project but shall be completed by no later than December 31, 2022.
  - f) Prior to conveyance of the property, the City and/or RDA shall provide Developer access to the site for purposes of conducting a survey of the site, soil borings, or other requirements of the Developer to complete their due diligence for the site. The Developer shall provide 48-hour notice to any such activities to the Community & Economic Development Director.
  - g) The Developer shall provide the City with 45 days advance notice of their intention to close to allow the City to notify any active lease holders on the property.
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) The Developer guarantees that the Property shall have a minimum aggregate assessed value of seventeen million six hundred thousand dollars (\$17,600,000.00) on or before January 1, 2023.
  - b) 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.
  - c) 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.

d) 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.

e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds eighty percent (80%) of \$22 million (\$22,000,000.00) or seventeen million six hundred thousand dollars (\$17,600,000.00). Upon reaching this threshold, Available TIF Increment shall be distributed as follows:

(I) Provided the aggregate assessed Property value meets or exceeds twenty-two million, (\$22,000,000.00) on or before January 1, 2026, the City shall make available seventy-five percent (75%) of the remaining TIF Increment to the Developer until all Qualified Expenditures have been repaid or the incentive period expires.

(II) In the event the aggregate assessed Property value is between seventeen million six hundred thousand dollars (\$17,600,000.00) and twenty-two million (\$22,000,000.00) on or before January 1, 2026, the City shall prorate the remaining TIF Increment available to the Developer, based on a percentage of sixty percent (60%) for an amount equal to seventeen million six hundred thousand dollars (\$17,600,000.00), and seventy-five percent (75%) for an amount equal to twenty two million (\$22,000,000.00). For example, if the aggregate assessed property value is nineteen million eight hundred thousand (\$19,800,000.00) on January 1, 2026, the City shall make available sixty-eight percent (68%) of the remaining TIF Increment to Developer.

(III) The City shall use eight percent (8%) of the Available TIF Increment to cover the annual debt service obligation of one million, two hundred thousand dollars (\$1,200,000.00) used to acquire the Property prior to the execution of this Agreement. This payment shall be spread over a 20-year period (through 2022) at an interest rate of 2%. of which such funds were used to acquire the Property prior to the execution of this Agreement.

f) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo reimbursement would first be payable in 2025.

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

a) Public Improvements, if applicable, 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.

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

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed seventy percent (75%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

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

#### IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to September 15, 2021, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:

1. Any proposed changes in boundaries of the Property
  2. The approximate location of any proposed structures and/or projects to be built on the Property
  3. A preliminary rendering or other illustration of scale of proposed structures and buildings
- B. Construction Documents. Prior to October 1, 2022, 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 October 1, 2022, 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 twenty-four million dollars (\$24,000,000.00) in “hard” construction costs for the entire Project; and
  2. A line item of not less than five percent (5%) of total Project 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. specifically including:
    - a) Environmental clean up costs required by the Wisconsin Department of Natural Resources or the U.S. Environmental Protection Agency, the City of Green Bay or other clean-up costs approved by the RDA.
    - b) Excessive site grading costs beyond normal site preparation costs.
    - c) Utility relocation costs.
    - d) Improvements or other assistance related to attracting approved commercial retail tenants consistent with the goals and objectives of this agreement, or otherwise

consistent with the goals and objectives of the City of Green Bay and/or the Green Bay Redevelopment Authority.

- e) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.
- f) Enhanced landscaping beyond basic code requirements as approved by the RDA.
- g) Structured parking costs allowing for better building design and improving the overall function of the site.
- h) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.
- i) Costs related to the installation of environmentally sustainable infrastructure and practices in the project.
- j) Site improvements related to providing access to public transit or alternative transportation options.
- k) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.
- l) Excessive construction costs related to unusual supply and demand factors related to current economic conditions that prevent the project from being financially feasible.

D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

- 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
- 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use

grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than October 1, 2022, 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 October 1, 2022, 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 sooner than June 1, 2022, but no later than December 31, 2022, 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 DECEMBER 31, 2022. Construction shall be completed no later than DECEMBER 31, 2024. 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.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
  2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
  3. Right of First Refusal. Developer shall not sell, trade, grant, or encumber the Property, except as specifically provided herein. Should Developer not complete elements of the Project as defined herein, Developer shall provide City and/or RDA the exclusive right, for a period not to exceed ninety (90) days, to purchase an undeveloped or underdeveloped portion of the Property. The purchase price shall be equivalent to the Assessed Value of the land, as determined by the City Assessor. This Right of First Refusal shall run with the land, and shall survive the termination or expiration of this Agreement, and shall remain in place until such time as the aggregate assessed Property value meets or exceeds twenty-two million, (\$22,000,000.00).
- 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; 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.
5. 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.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
  - a) Any breach by Developer of the terms of this Agreement;
  - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
  - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written

consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

#### V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

#### VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

#### VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.

- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to

be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

## 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; or
  5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-two (22) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2044.
- C. Survival of Certain Provisions. Sections III. B. I. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. 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.

- H. 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.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to DECEMBER 31, 2021, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
  2. Upon receipt if hand-delivered to the party or person intended; or
  3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
  4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be 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  
e-mail: [celestine.jefferies@greenbaywi.gov](mailto:celestine.jefferies@greenbaywi.gov)  
facsimile: 920-448-3010

To RDA:                              Redevelopment Authority of the City of Green Bay  
Attention: Executive Director  
100 North Jefferson Street, Room 608  
Green Bay, WI 54301  
e-mail: [neil.stechschulte@greenbayi.gov](mailto:neil.stechschulte@greenbayi.gov)  
facsimile: 920-448-3426

To the Developer:              200 N Monroe PropCo LLC  
Attention: MICHAEL KLEIN



111 E. Kilbourn Ave., 28<sup>th</sup> Floor  
Milwaukee, WI 53202  
e-mail: [mike@kleindevelopmentinc.com](mailto:mike@kleindevelopmentinc.com)

with a copy to: Husch Blackwell  
Attn: Joseph Ladien  
511 N. Broadway, Suite 100  
Milwaukee, WI 53202

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- Q. 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.
- R. 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.

- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

**Signature page 1 of 3**

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

**DEVELOPER:**  
**200 N. Monroe PropCo**

By: \_\_\_\_\_

\_\_\_\_\_  
Michael Klein, Managing Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
                                          ) SS  
COUNTY OF BROWN     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021, the above named \_\_\_\_\_, a member of 200 N. Monroe PropCo, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*

Notary Public, \_\_\_\_\_ County, Wisconsin

My Commission Expires \_\_\_\_\_

**Signature page 2 of 3**

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and  
DEVELOPER NAME

**THE CITY OF GREEN BAY**

By: \_\_\_\_\_  
Eric Genrich, Mayor

By: \_\_\_\_\_  
Celestine Jefferies, 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 3 of 3**

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

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

By: \_\_\_\_\_  
Gary J. Delveaux, Chair

Attest: \_\_\_\_\_  
Neil Stechschulte, Executive Director

**ACKNOWLEDGMENT**

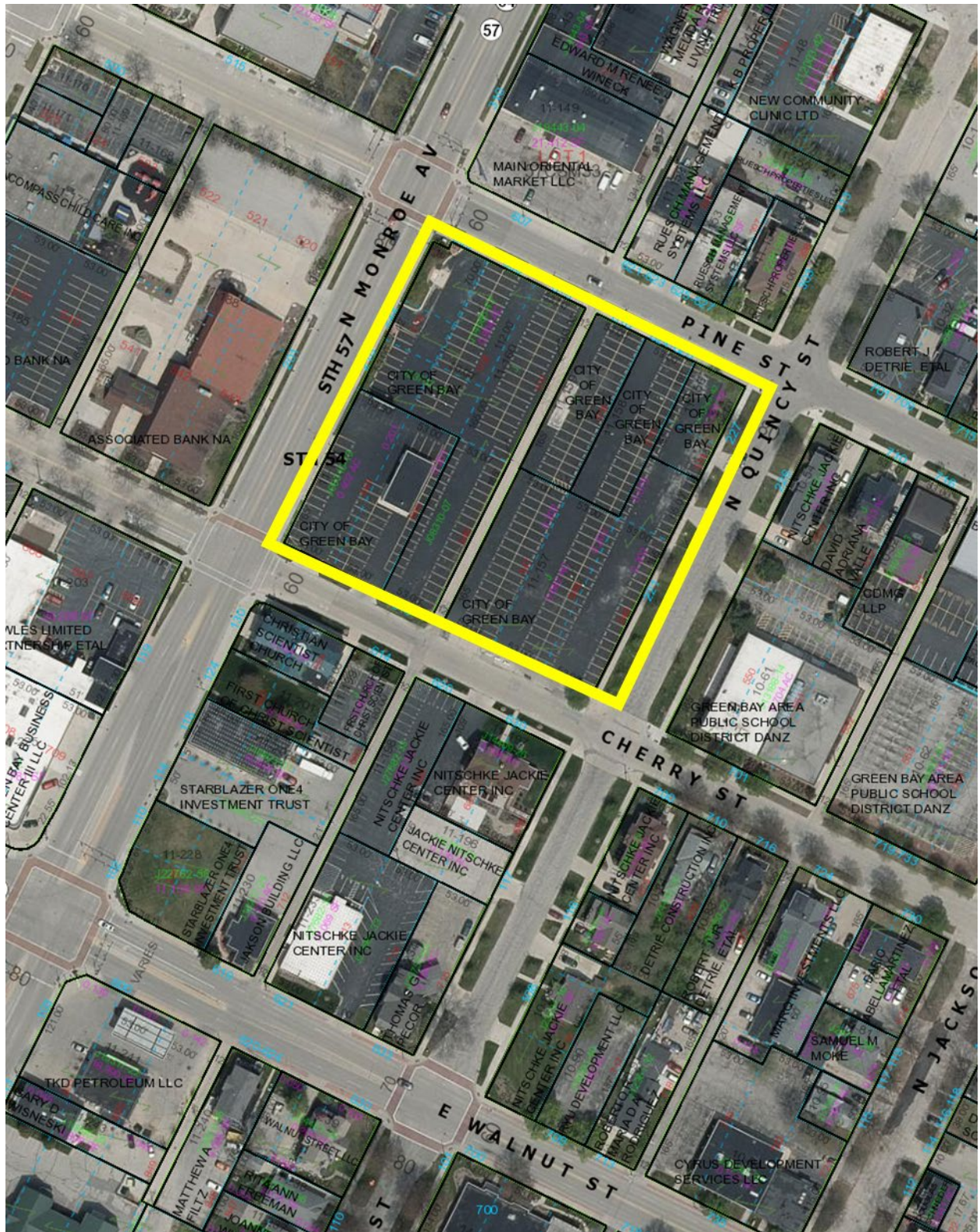
STATE OF WISCONSIN       )  
                                          ) SS  
COUNTY OF BROWN       )

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 \_\_\_\_\_



EXHIBIT A  
Property Map



**EXHIBIT B**  
**Legal Description**

616 PINE ST - 0.804 AC M/L NAVARINO PLAT LOTS 517,518, 519 & 546 EX 2657831 FOR RD  
605 CHERRY ST. - 0.402 AC M/L PLAT OF NAVARINO LOTS 544 & 545  
618 PINE ST. - 0.201 AC M/L NAVARINO PLAT LOT 516  
624 PINE ST. - 0.201 AC M/L NAVARINO PLAT LOT 515  
227 N. QUINCY ST. - 0.122 AC M/L NAVARINO PLAT N 100 FT OF LOT 514  
221 N. QUINCY ST. - 0.682 AC M/L NAVARINO PLAT LOTS 547-548- 549 & SLY 65 FT OF LOT 514

EXHIBIT C  
Preliminary Concept Plan



**PROJECT STATISTICS:**

**Total Project Square Footage: 217,670 SF**

**Retail 1: 15,056 SF** (Proposed Grocer)

**Retail 2: 5,426 SF** (Proposed Restaurant/Bar)

**Retail 3: 7,496 SF** (Proposed UWGB Space)

**Multi-Family Housing: 172 Units**

Jr 1 Bedroom 34

1 Bedroom 89

1 Bedroom + Den 8

2 Bedroom 26

3 Bedroom 7

Townhouses 8

**Parking:**

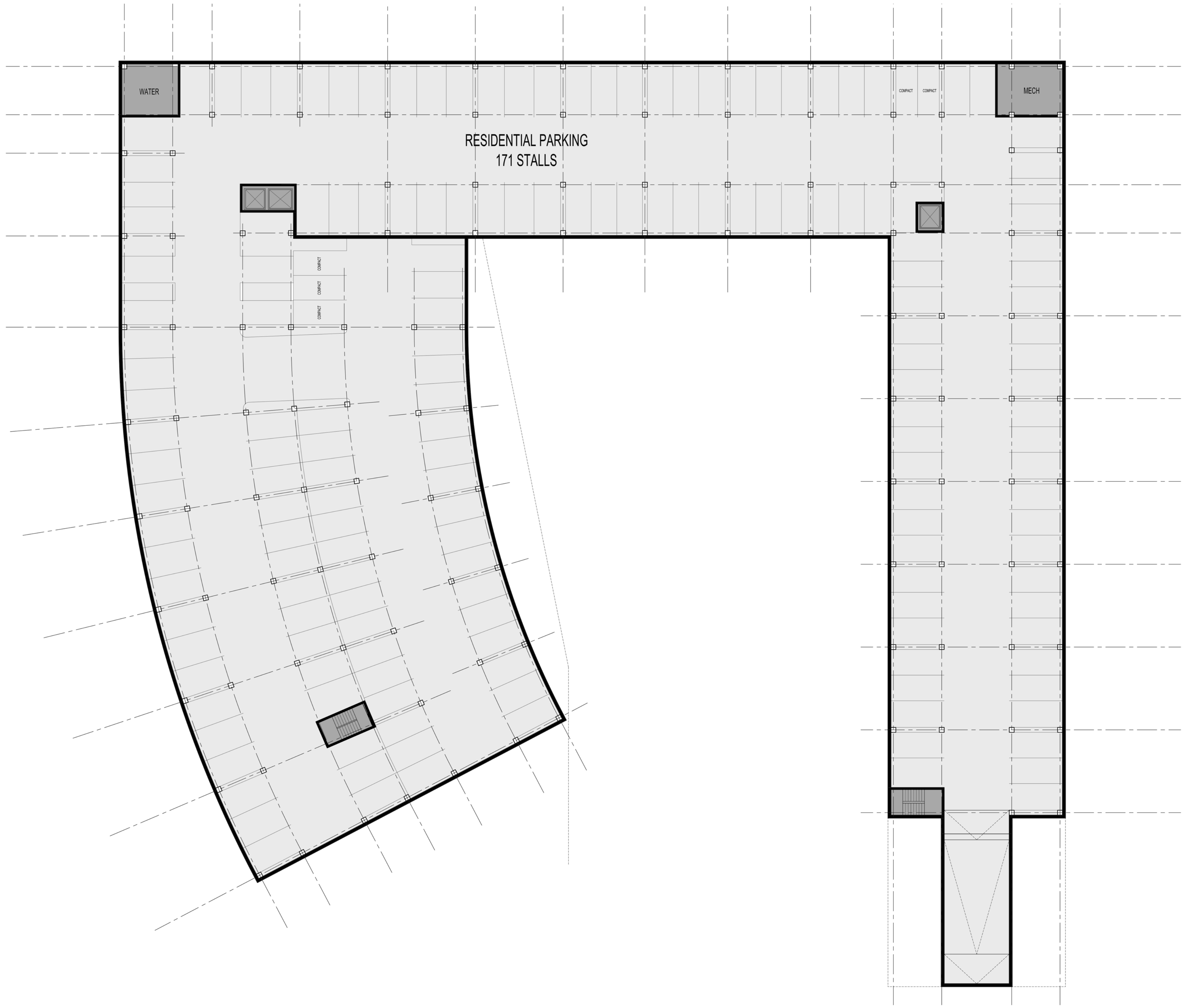
Residential Parking: 188

Retail Parking: 64

**Other:** Retail Plaza, Community Room, Tenant Amenities & Leasing Offices



GSF: 54,326 SF  
BASEMENT FLOOR PLAN



200 MONROE STREET  
1" = 20'-0"



GSF: 46,722 SF  
FIRST FLOOR PLAN/ SITE PLAN

- 172 TOTAL RESIDENTIAL UNITS
- RETAIL 1 - GROCERY = 15,056 SF
- RETAIL 2 - FLEX = 5,426 SF
- RETAIL 3 - FLEX = 7,496 SF
- COMMUNITY ROOM
- RESIDENT LOBBY & LEASING OFFICES
- PLAZA - (7,400 + 4,800) = 12,200 SF
- 17 COVERED PARKING STALLS
- 64 EXTERIOR PARKING STALLS
- LOADING DOCK



200 MONROE STREET  
1" = 20'-0"



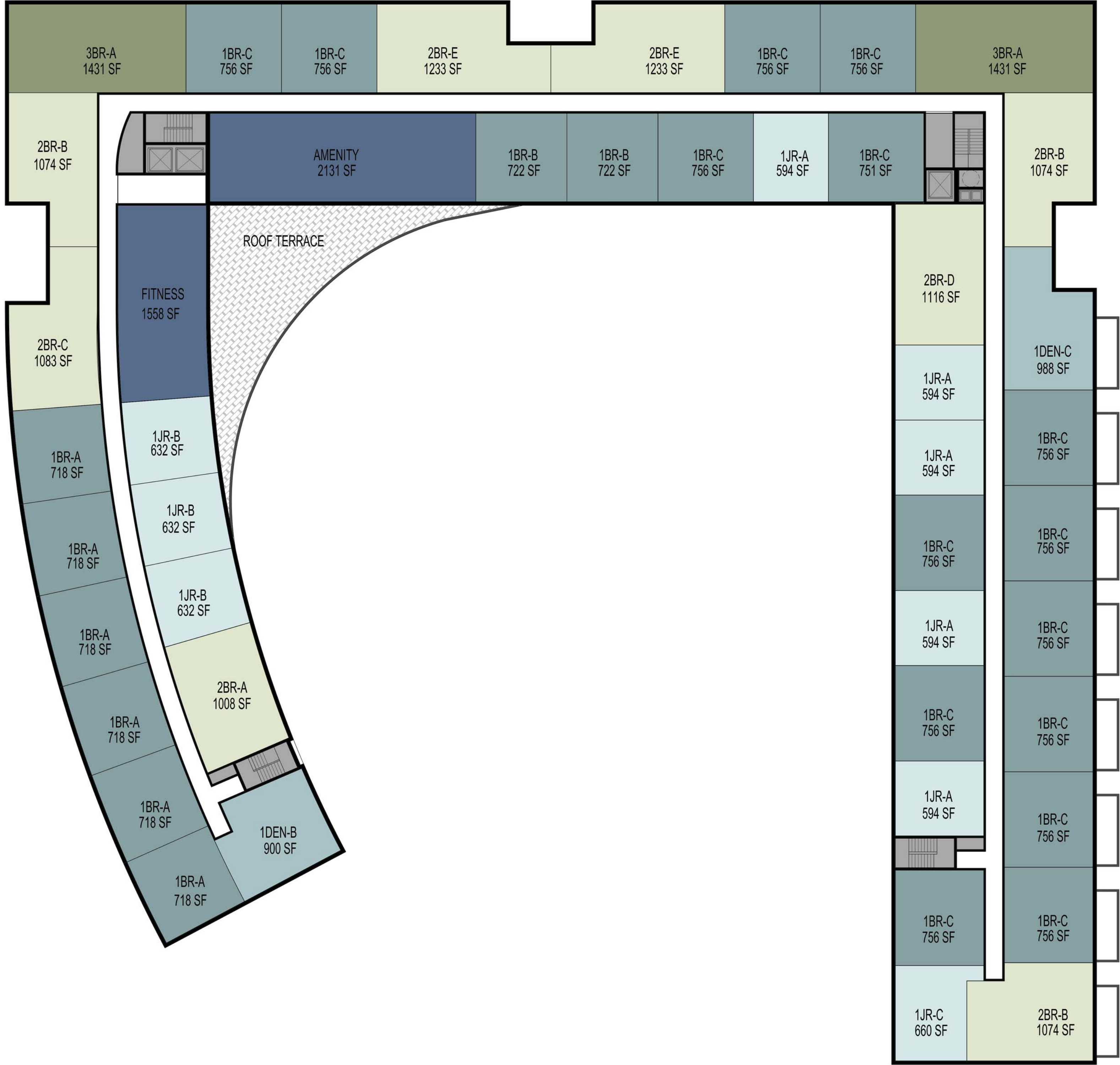
GSF: 16,324 SF  
MEZZANINE FLOOR PLAN



200 MONROE STREET  
1" = 20'-0"



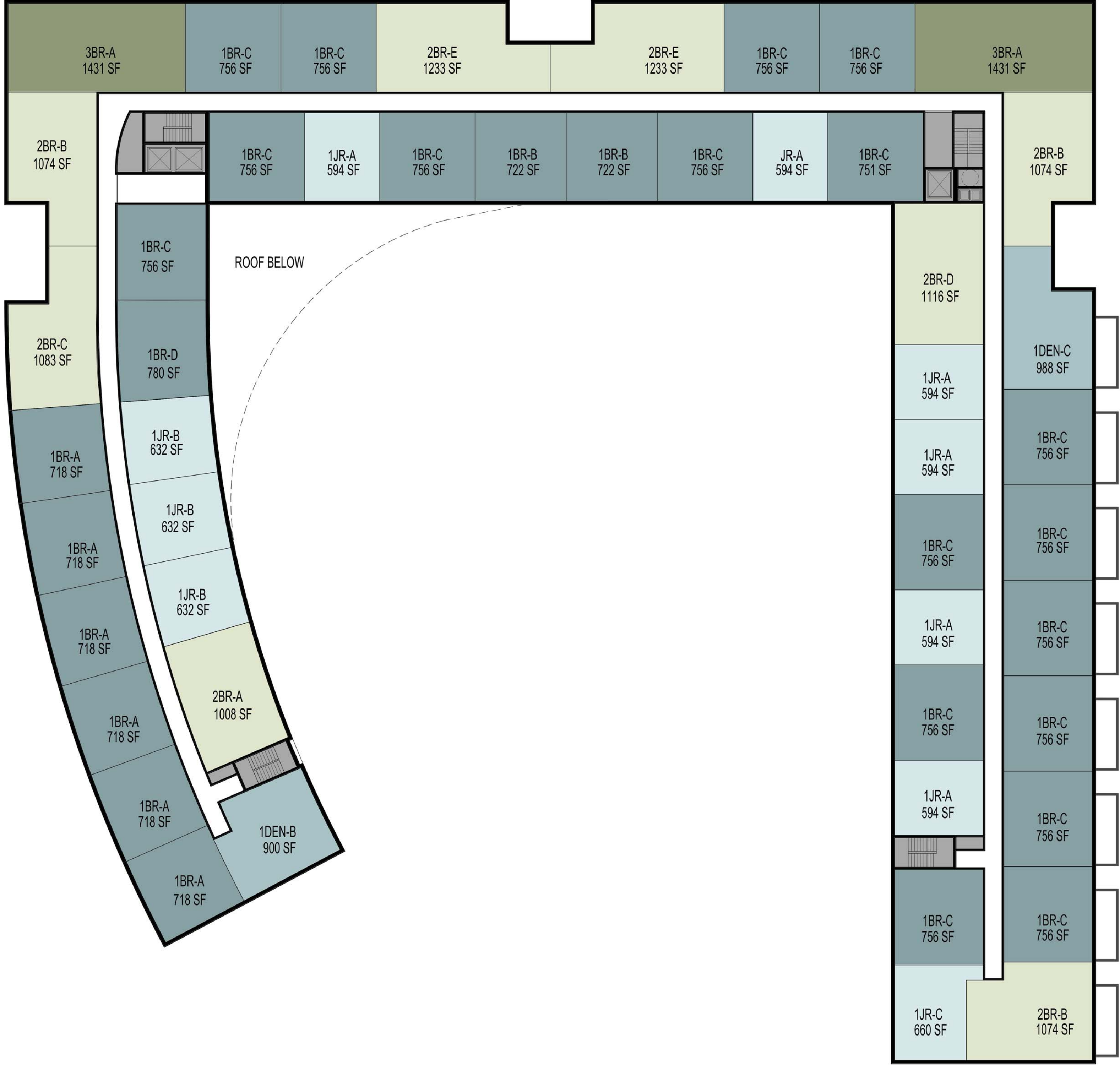
GSF: 46,995 SF  
SECOND FLOOR PLAN



200 MONROE STREET  
1" = 20'-0"



GSF: 46,995 SF  
THIRD FLOOR PLAN

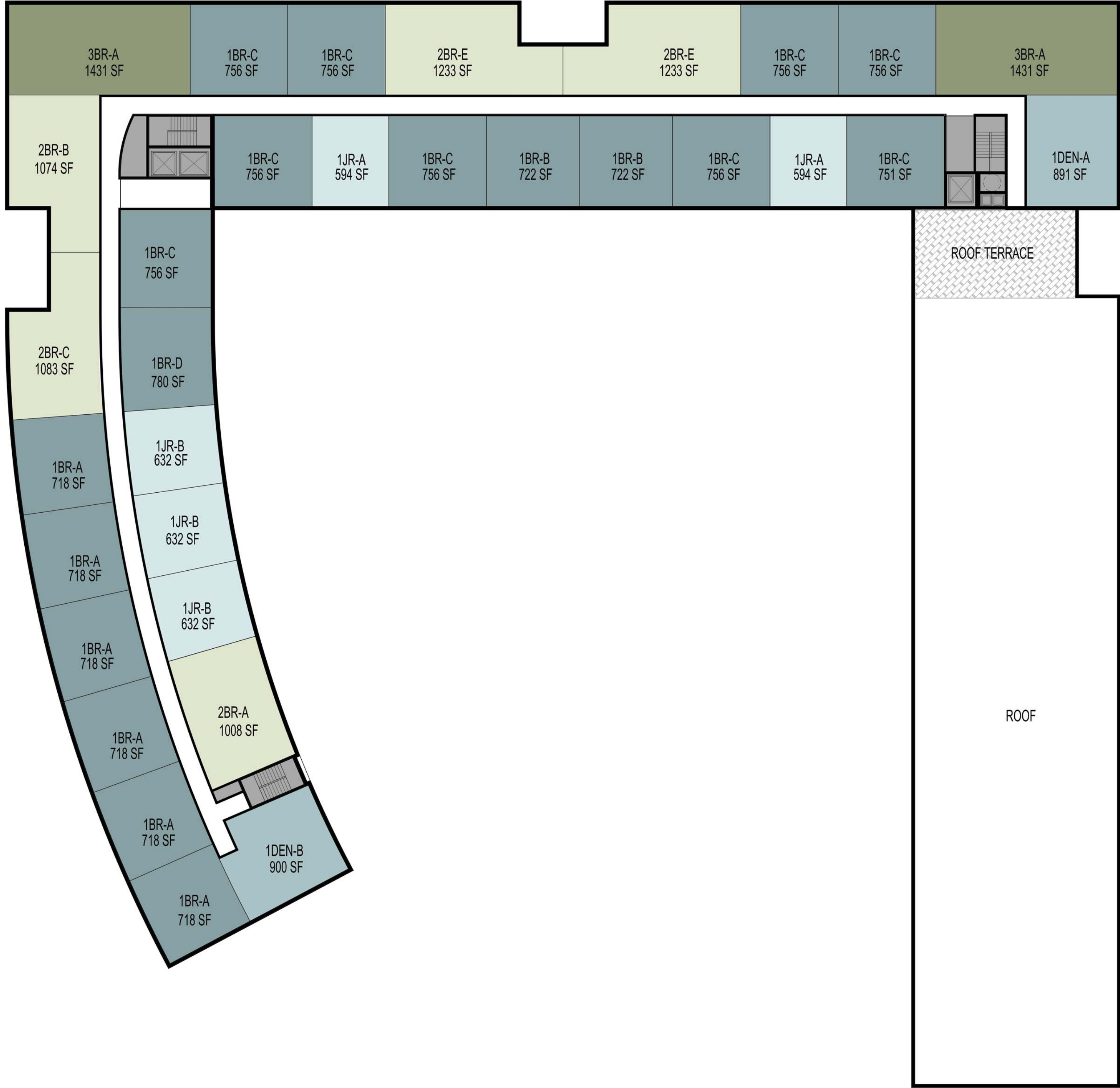


200 MONROE STREET  
1" = 20'-0"

### 4.13.21



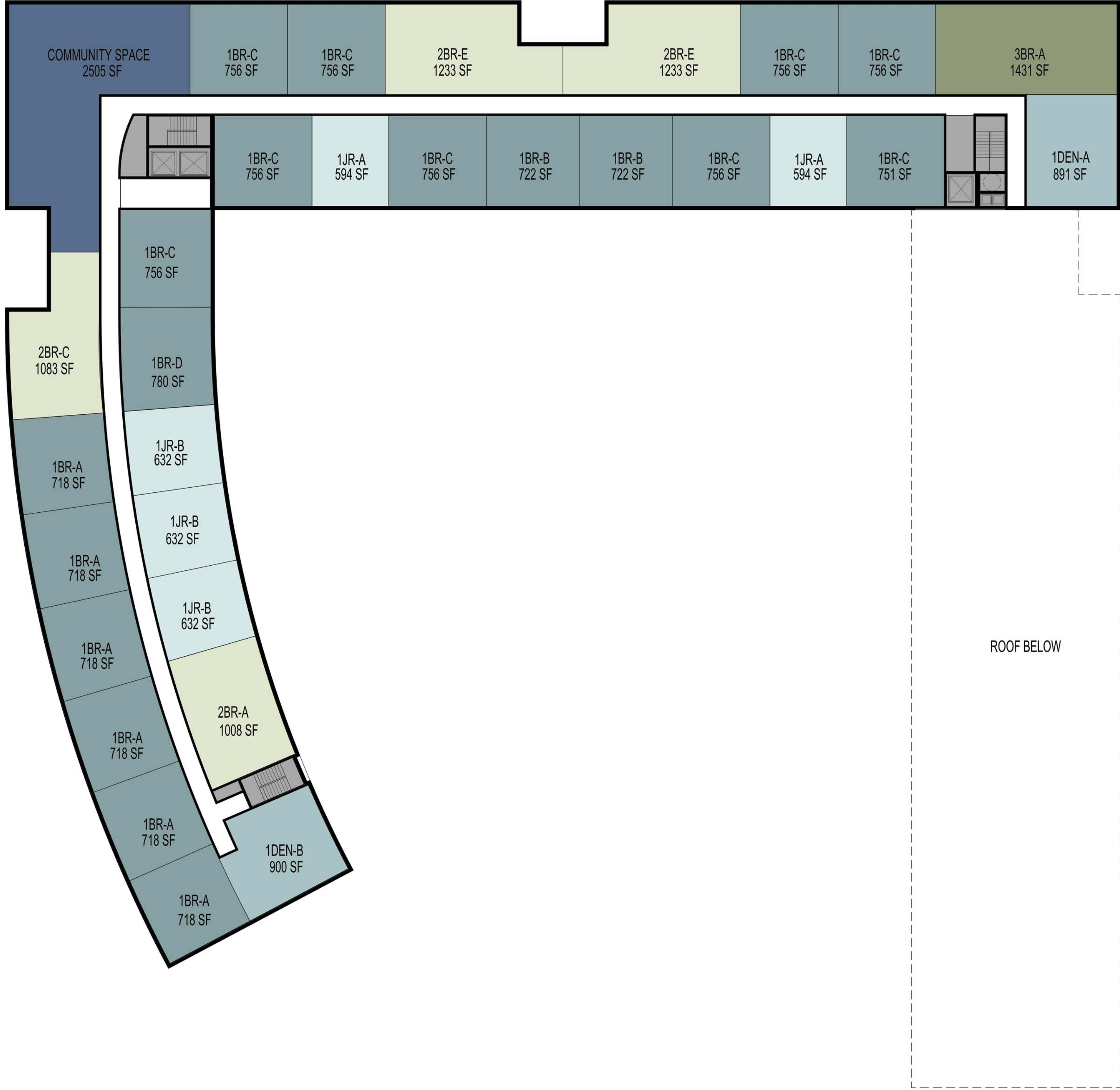
GSF: 30,317 SF  
FOURTH FLOOR PLAN



200 MONROE STREET  
1" = 20'-0"



GSF: 30,317 SF  
FIFTH FLOOR PLAN



200 MONROE STREET  
1" = 20'-0"

























City of Green Bay  
Department of Community and Economic Development

**RDA DRAFT 6/3/2021**

**DEVELOPMENT AGREEMENT 20-01**

**200 N. MONROE PROPCO LLC**

This Development Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),  
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),  
and 200 N. Monroe PropCo LLC, a Wisconsin limited liability company ("Developer").

**RECITALS**

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

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

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

A five (5)-story mixed-use structure facing Monroe Avenue, with approximately One Hundred Seventy-two (172) residential apartment units, in a mix of studio, one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store of approximately 15,000 square feet with approximately 7,000 sq. ft of other retail space for a total of approximately twenty two thousand (22,000) square feet of retail space on the first floor.

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

- D. As of January 1, 2021, the Property has an aggregate assessed value of zero dollars (0.00), which based on the assessed tax rates in effect as of January 1, 2021, the Property yields approximately:
- I. Zero Dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$24.62);



2. Zero dollars (\$0.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62); and
  3. Zero dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property, as stabilized, to be approximately Twenty Two Million dollars (\$22,000,000.00), which is anticipated to yield approximately:
1. Five hundred forty-one thousand, six hundred and forty dollars (\$541,640) in total real estate taxes annually (assessed mill rate of \$24.62);
  2. Five hundred forty-one thousand, six hundred and forty dollars (\$541,640) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62); and
  3. Two hundred and thirteen thousand eight hundred and forty (\$213,840) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), The Property is within one-half (1/2) mile of Tax Increment District Number 13 ("TID 13" or the "TID") which will provide part of the financing for certain costs of the project. The RDA and the City will ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the TID), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will bring a full-service grocery store into a federally-designated food desert; build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; remediate environmental contamination and/or enhance the physical (soil, water, air) landscape; expand our range of residential and commercial real estate products; be designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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 Zero Dollars (\$0.00)
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means 200 N. Monroe PropCo, LLC, or any assignee of the same.
- H. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:
  - 1. Exhibit A – Map of the Property
  - 2. Exhibit B – Legal Description of the Property
  - 3. Exhibit C – Preliminary Concept Plan
- I. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. "Plans and Specifications" means the plans and specifications developed for the Project.
- K. "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.
- L. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- M. "Project" means the Project as defined in the Recitals.
- N. "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.
- O. "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.
- P. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section IV. C. 4.
- Q. "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.
- R. "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.
- S. "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.
- T. "TID" means Tax Increment District Number Thirteen ("TID 13" 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 13 in 2005; TID 13 terminates in 2032. The RDA and the City will ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the "TID"), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."
- U. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- V. "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. Property Transfer. The City and/or RDA shall convey the Property to the Developer by January 1, 2022 through the following process:
  - a) The City and/or RDA shall convey the Property excluding all City and/or RDA parcels or right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance. The City and/or RDA shall provide a copy of any existing title work for the Property to the Developer upon execution of this agreement. All future title work will be completed by the Developer's selected title company.
  - b) The Developer shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C),
  - c) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. I.
  - d) The RDA shall take a Preferred Forgivable Equity Investment in the Project of one million, two hundred thousand dollars (\$1,200,000.00), which is the estimated value of the real estate that will be transferred to the Developer. The Preferred Forgivable Equity Investment shall be secured by this Agreement, shall survive the expiration of this Agreement, and shall be forgiven when the aggregate assessed value of the Property is greater than or equal to Six Million (\$6,000,000.00). Should the aggregate assessed value of the Property fail to be greater than or equal to million dollars (\$6,000,000.00) prior to January 1, 2025, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.
  - e) The date of conveyance may be changed subject to the Developer's closing of financing for the project but shall be completed by no later than December 31, 2022.
  - f) Prior to conveyance of the property, the City and/or RDA shall provide Developer access to the site for purposes of conducting a survey of the site, soil borings, or other requirements of the Developer to complete their due diligence for the site. The Developer shall provide 48-hour notice to any such activities to the Community & Economic Development Director.
  - g) The Developer shall provide the City with 45 days advance notice of their intention to close to allow the City to notify any active lease holders on the property.
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) The Developer guarantees that the Property shall have a minimum aggregate assessed value of seventeen million six hundred thousand dollars (\$17,600,000.00) on or before January 1, 2023.
  - b) 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.

- c) 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.
  - d) 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.
  - e) The City shall first use the Available TIF Increment to cover one hundred five percent (105%) of an annual debt service obligation of one million, two hundred thousand dollars (\$1,200,000.00), of which such funds were used to acquire the Property prior to the execution of this Agreement. Should the annual debt service payment not consume all of the Available TIF Increment, the City shall make available not more than eighty percent (80%) of the remaining TIF Increment to the Developer.
  - f) Provided the aggregate assessed Property value meets or exceeds twenty-two million, (\$22,000,000) on or before January 1, 2026, the City shall make available eighty percent (80%) of the remaining TIF Increment to the Developer until all Qualified Expenditures have been repaid. Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds seventeen million six hundred thousand dollars (\$17,600,000.00). In the event the aggregate assessed Property value is between seventeen million six hundred thousand dollars (\$17,600,000.00) and twenty-two million (\$22,000,000.00) on or before January 1, 2026, the City shall prorate the remaining TIF Increment available to the Developer, based on a percentage of fifty-six percent (64%) for an amount equal to seventeen million six hundred thousand dollars (\$17,600,000.00), and eighty percent (80%) for an amount equal to twenty two million (\$22,000,000.00). For example, if the aggregate assessed Property value is nineteen million eight hundred thousand (\$19,800,000) on January 1, 2026, the City shall make available sixty-three percent (72%) of the remaining TIF Increment to Developer.
  - g) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo reimbursement would first be payable in 2025.
3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
- a) Public Improvements, if applicable, 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.



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

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed seventy percent (70%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

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

#### IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to September 15, 2021, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the this agreement. The Concept Plan shall clearly identify:

- I. Any proposed changes in boundaries of the Property

2. The approximate location of any proposed structures and/or projects to be built on the Property
  3. A preliminary rendering or other illustration of scale of proposed structures and buildings
- B. Construction Documents. Prior to October 1, 2022, 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 October 1, 2022, 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 twenty-four million dollars (\$24,000,000.00) in “hard” construction costs for the entire Project; and
  2. A line item of not less than five percent (5%) of total Project 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. specifically including:
    - a) Environmental clean up costs required by the Wisconsin Department of Natural Resources or the U.S. Environmental Protection Agency, the City of Green Bay or other clean-up costs approved by the RDA.
    - b) Excessive site grading costs beyond normal site preparation costs.
    - c) Utility relocation costs.
    - d) Improvements or other assistance related to attracting approved commercial retail tenants consistent with the goals and objectives of this agreement, or otherwise consistent with the goals and objectives of the City of Green Bay and/or the Green Bay Redevelopment Authority.

- e) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.
- f) Enhanced landscaping beyond basic code requirements as approved by the RDA.
- g) Structured parking costs allowing for better building design and improving the overall function of the site.
- h) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.
- i) Costs related to the installation of environmentally sustainable infrastructure and practices in the project.
- j) Site improvements related to providing access to public transit or alternative transportation options.
- k) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.
- l) Excessive construction costs related to unusual supply and demand factors related to current economic conditions that prevent the project from being financially feasible.

D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

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



3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than October 1, 2022, 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 October 1, 2022, 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 sooner than June 1, 2022, but no later than DECEMBER 31, 2022, 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 DECEMBER 31, 2022. Construction shall be completed no later than DECEMBER 31, 2024. 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.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
  2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
  3. Right of First Offer. Developer shall not sell, trade, grant, or encumber the Property, except as specifically provided herein. Should Developer not complete elements of the Project as defined herein, Developer shall provide City and/or RDA the exclusive right, for a period not to exceed ninety (90) days, to purchase an undeveloped or underdeveloped portion of the Property. The purchase price shall be equivalent to the Assessed Value of the land, as determined by the City Assessor.
- 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; 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:

I. 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.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
  - a) Any breach by Developer of the terms of this Agreement;
  - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
  - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

## V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

## VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

## VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a

bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

## 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; or
  5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-two (22) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2044.

- C. Survival of Certain Provisions. Sections III. B. I. d), 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. 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.

- H. 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.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to DECEMBER 31, 2021, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
  2. Upon receipt if hand-delivered to the party or person intended; or
  3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
  4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be 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  
e-mail: address@address.gov  
facsimile: 920-448-3010

To RDA:                              Redevelopment Authority of the City of Green Bay  
Attention: Executive Director  
100 North Jefferson Street, Room 608  
Green Bay, WI 54301  
e-mail: address@address.gov  
facsimile: 920-448-3426

To the Developer:              200 N Monroe PropCo LLC  
Attention: MICHAEL KLEIN  
111 E. Kilbourn Ave., 28<sup>th</sup> Floor  
Milwaukee, WI 53202  
e-mail: [mike@kleindevelopmentinc.com](mailto:mike@kleindevelopmentinc.com)

with a copy to: Husch Blackwell  
Attn: Joseph Ladien

511 N. Broadway, Suite 100  
Milwaukee, WI 53202

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- Q. 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.
- R. 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.
- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]



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

By: \_\_\_\_\_

## ACKNOWLEDGMENT

[illegible]

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021, the above named \_\_\_\_\_, a member of 200 N. Monroe PropCo, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\*

Notary Public, \_\_\_\_\_ County, Wisconsin

My Commission Expires \_\_\_\_\_

**Signature page 2 of #**

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and  
DEVELOPER NAME

**THE CITY OF GREEN BAY**

By: \_\_\_\_\_  
Eric Genrich, Mayor

By: \_\_\_\_\_  
Celestine Jefferies, 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 \_\_\_\_\_

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

By: \_\_\_\_\_  
Gary J. Delveaux, Chair

## ACKNOWLEDGMENT

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.

page 25 of 28

EXHIBIT A  
Property Map



EXHIBIT B  
Legal Description

EXHIBIT C  
Preliminary Concept Plan



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # N.1**

To approve the request by Bird Rides, Inc. to execute a Memorandum of Understanding (MOU) to establish a pilot program for electronic scooter operation with the City of Green Bay.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. COGB - Bird Ride Inc MOU

## MEMORANDUM OF UNDERSTANDING

### Operation of Bird Rides, Inc. in the City of Green Bay

Pursuant to this Memorandum of Understanding (hereinafter the "MOU") for the operation of Bird Rides, Inc. owned dockless, stand-up electric scooters (hereinafter "electric scooter") within the City of Green Bay, Bird Rides, Inc., incorporated under the laws of California (hereinafter referred to as "Bird") and the City of Green Bay, a Wisconsin municipal corporation (hereinafter referred to as the "City") (collectively "parties") hereby agree as follows:

#### WITNESSETH:

WHEREAS Bird, represented locally by \_\_\_\_\_, desires to operate a Bird stand-up electric scooter pilot program within the City of Green Bay; and

WHEREAS the City, whose address is City of Green Bay Clerk, 100 North Jefferson Street, Green Bay, WI 54301 is willing to establish a Bird stand-up electric scooter pilot program within the City of Green Bay to evaluate the desire to establish a regulatory framework for the long-term operation of Bird stand-up electric scooters within the City.

NOW, THEREFORE, in consideration of the above premises and mutual covenants of the parties hereinafter set forth, and the MOU for the operation of Bird stand-up electric scooters, the receipt and sufficiency of which is acknowledged by each party for itself, Bird and the City do agree as follows:

#### Section 1. DEFINITIONS

- 1.1 "Code" shall mean the Green Bay Municipal Code.
- 1.2 "Customer" shall mean a person who has downloaded Bird's app to their smartphone or other device.
- 1.3 "Dockless" shall mean a system of self-service mobility devices made available for shared use to individuals on a short-term basis, which may be rented through a smartphone app, vendor website, vendor customer service number, or a pre-paid PIN and which do not require structures at permanent, fixed locations where rides must begin and end.
- 1.4 "Electric scooter" shall mean a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. Under this MOU, an electric scooter shall be in reference to an electric scooter owned by Bird.
- 1.5 "Equipment" shall mean dockless, stand-up electric scooters.
- 1.6 "Improperly parked" shall mean electric scooters parked in violation of section 5.5. of this MOU.



- 1.7 "Notice" and "Notification" shall mean notice from the public or notification from the City.
- 1.8 "Unsafe" shall mean any dockless, stand-up electric scooters, which could cause harm or injury to a customer or anyone else within the public right-of-way despite being operated in a reasonable manner.
- 1.9 "Unused electric scooter" shall mean any dockless, stand-up electric scooter parked in one location for more than three (3) consecutive days without being used.

## **Section 2. PURPOSE AND GOALS**

- 2.1. It is the purpose of the City to initiate a Dockless, Stand-up Electric Scooter Pilot Program (hereinafter the "pilot") with Bird, to observe, solicit feedback on, and evaluate the effectiveness of electric scooters in Green Bay. There is no guarantee electric scooters will remain in the City after the completion of the pilot. Upon the conclusion of the pilot, the City shall take time to evaluate any feedback received, determine whether the following goals have been achieved, and to develop a more long term licensing plan for the operation of Bird electric scooters, should the City create such a license. Electric scooters may provide many benefits to residents and visitors of Green Bay. Electric scooters have the potential to help the City improve outcomes related to equity, congestion mitigation, health, and access to opportunity. The City also realizes the potential for disruption to pedestrian ways and other public rights of way. The parties agree that this MOU is intended to be a fluid document, subject to change in order to ensure the success of the pilot program and further agree to work together to ensure the same.
- 2.2. The Goals of this pilot are as follows:
  - 2.2.1. Increase transportation options: Electric scooters have the potential to reduce reliance on motor vehicles and ride sharing services for short trips, decreasing congestion and air quality impacts.
  - 2.2.2. Expand access to transit: Electric scooters may provide links to public transit, assisting with connectivity and solving the first mile/last-mile problem.
  - 2.2.3. Evaluate impacts on access to the public right-of-way: Bird must show a commitment to keeping pedestrian ways, streets, and other public rights-of-way unobstructed by electric scooters for other users. Most importantly, electric scooters must be parked and maintained in a manner that provides clear path for people walking and maintains access to businesses, residential units, and other buildings.

## **Section 3. PILOT DURATION**

- 3.1. Term.

The term of this MOU shall be made effective upon signature by the parties and shall remain in effect, unless otherwise terminated, until December 31, 2021.

3.2. Suspension.

The pilot may be immediately suspended at any point and without cause by either the City of Green Bay Director of Public Works (hereinafter "DPW") or the Green Bay Chief of Police (hereinafter "GBPD") for the purpose of resolving any issues prior to Termination.

3.3. Termination.

The pilot may be terminated at any point and without cause by either party upon seven (7) days prior written notice to the other party. The Director of DPW or the Chief of GBPD may terminate the pilot on behalf of the City.

3.4. Modification.

No term of this MOU may be modified or amended unless such modification or amendment is agreed to in writing and signed by the parties hereto.

**Section 4. DUTIES OF BIRD**

- 4.1. Bird shall provide a maximum of one hundred (100) electric scooters at launch of the pilot. Bird agrees to work with the Director of DPW, or designee, in order to determine any necessary adjustments to the maximum number of electric scooters within the City for the duration of the pilot.

4.2. Local Operations.

Bird shall have a locally based operations manager and provide name and contact information for said operations manager to the City within thirty (30) days after execution of this agreement.

4.3. Reporting and Data Sharing.

- 4.3.1. Aggregate customer demographic data that does not identify individual customers, payment methods, of their individual trip history, gathered by Bird shall be provided to the Director of DPW on at least a monthly basis using anonymized keys.

- 4.3.2. The following information shall be required on the first of each month throughout the duration of the pilot, or as directed by the Director of DPW:

4.3.2.1. Total downloads, active customers & repeat customer information;

4.3.2.2. List of reported parking complaints including: description, location of incident, description of Bird response, and response time;

4.3.2.3. Incidents of electric scooter theft and vandalism;

4.3.2.4. Electric scooter maintenance reports;

4.3.2.5. Complaints received by Bird;

4.3.2.6. Accident/crash information; and

4.3.2.7. Payment method information.

4.3.3. Customer information shall be made available to GBPD upon warrant or subpoena or otherwise required by law.

4.4. Submerged electric scooters.

Bird acknowledges that submerged electric scooters in the City waterways may result in the release of hazardous wastes into the environment. Bird also acknowledges that there is a prohibition of throwing or depositing litter in any body of water in a public place or elsewhere within the City Sec. 32-41 of the Code. If a Bird electric scooter is submerged in a City waterway, Bird shall commence removal and site restoration as is required in Sec. 16-115 of the Code. If Bird fails to comply with removal, the City may respond and cause removal and require reimbursement allowed under Sec. 32-6 of the Code or face a citation from the City, under Sec. 32-7

4.5. Relocation requests.

Bird shall respond to and relocate improperly parked or unused electric scooters within five (5) hours of notice between 6 a.m. and 10 p.m. Bird shall respond to and relocate improperly parked or unused electric scooters by 8 a.m. for notices received between 10 p.m. and 6 a.m.

4.6. Safety education.

Bird shall provide materials, videos, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and proper riding and parking as further described within this MOU.

4.7. Operation outside the City of Green Bay.

Bird shall be responsible for tracking the location of electric scooters to ensure that electric scooters are not operated outside the City. Upon notification of the operation or placement of an electric scooter outside the City, Bird shall commence relocation of the electric scooter back within City limits.

4.8. Equipment maintenance.

Bird shall regularly inspect and provide necessary maintenance to each electric scooter at least once per month. Upon notification of an unsafe or inoperable electric scooter, Bird shall remove said electric scooter within two (2) hours. Bird acknowledges that the City may impound electric scooters that are deemed unsafe or inoperable and not remedied in accordance with this provision.

## **Section 5. OPERATING REGULATIONS**

5.1. Bird shall provide easily visible contact information for Bird's locally based operations manager, including toll-free phone number and e-mail address on each electric scooter for members of the public to make relocation requests or to report other issues with devices.

5.2. Safety Requirements.

5.2.1. Each electric scooter shall meet the requirements described in Sections 347.489 (1), 347.489 (2), and 347.489 (3) of the Wisconsin State Statutes.

5.2.2. The maximum motor-assist speed for electric scooters shall be 15 mph.

5.3. Electric scooter availability and hours of operation.

5.3.1. Bird, through its locally based operations manager, shall redistribute electric scooters to ensure electric scooters are distributed throughout the City. Bird agrees to work with the Director of DPW, or designee, in order to determine the safest and most efficient distribution of electric scooters throughout the City for the duration of the pilot. The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this MOU, and Bird remains responsible for all obligations and requirements under this MOU.

5.3.2. Hours of operation.

Electric scooters shall be made available to rent twenty-four (24) hours per day, under appropriate environmental circumstances.

5.3.3. Winter operation.

Bird shall begin to remove electric scooters from use upon the onset of snow accumulation within the City, or as directed by Director of DPW, or designee.

5.4. Proper electric scooter use.

5.4.1. Electric scooters shall be operated and regulated in a similar manner as bicycles and may be operated on roadways, bike lanes, and bike paths, unless otherwise stated in State or City regulations and in accordance with the Code.

5.4.2. Electric scooters may not be operated on public sidewalks, any roadway, trail, path or property where a sign is erected indicating that bicycles and/or electric scooters are prohibited, Mason Street (Tilleman Bridge) from the intersection of Tenth Avenue to Jackson Street, or Ashland Avenue from the intersection of Ninth Street to third Street.

5.4.3. Electric scooters shall be operated on the right of street lanes and offer the right-of-way to bicycles in bike lanes and on bike paths.

5.4.4. Electric scooters shall not be operated by individuals under the age of 18.

5.4.5. Electric scooters shall not be operated within City-owned parking ramps.



5.5. Proper electric scooter parking.

- 5.5.1. Bird shall provide instructions for properly parking electric scooters to customers in easily understandable formats through multiple media types.
- 5.5.2. Bird shall keep the sidewalk free from obstructions to pedestrians by requiring customers to park electric scooters such that a walk space not less than five (5) feet wide shall at all times be kept open for pedestrians and shall not be parked on the main traveled portion of the sidewalk or against or adjacent to windows.
- 5.5.3. Electric scooters shall not be parked on a sidewalk having a width of less than five and one-half (5 ½) feet.
- 5.5.4. Electric scooters shall not be parked at the intersection of two or more streets between the points of curvature, measured along the curb.
- 5.5.5. On roadways without sidewalks, electric scooters may be parked in the roadway if the right-of-way and the pedestrian way are not obstructed.
- 5.5.6. Electric scooters shall not be parked on private property without the express consent of the owner.
- 5.5.7. Electric scooters shall not be parked within, or obstruct access to, parking spaces; transit stops, including bus stops, streetcar stops, shelters, and passenger waiting areas; entryways; driveways; or crosswalks.
- 5.5.8. All electric scooters shall be parked in an upright position with two (2) wheels making a point of contact with the ground and in such a manner as to not constitute a hazard to pedestrians, traffic, or property.

## **Section 6. INSURANCE REQUIREMENTS**

Bird shall present to the City a Certificate of Insurance with coverage and minimum policy limits as follows:

- 1. General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate for bodily injury, personal injury and property damage.
- 2. Business Automobile Coverage
  - a. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident.
  - b. Must cover liability for “Any Auto” – including Owned, Non-Owned and Hired Automobile Liability
- 3. Workers Compensation and Employers Liability
  - a. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

\$100,000 Each Accident  
\$500,000 Disease Policy Limit  
\$100,000 Disease – Each Employee

4. Waivers of Subrogation in favor of the City must be endorsed onto the Worker's Compensation, Commercial General Liability and Automobile Liability.
5. The insurance coverage required must be provided by an insurance carrier with "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.
6. The City, its officials, employees, and agents shall be named as "Additional Insured" on all Liability Policies.
7. All insurance shall be primary to the Additional Insured and non-contributory to any other insurance, self-insurance or other similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess. This contract shall include an endorsement stating the following:

Written Notice of Cancellation or Non-Renewal shall be sent to the City no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay  
Attn: Risk Management  
100 North Jefferson Street  
Green Bay, Wisconsin 54301

Said Certificate of Insurance shall be attached hereto and incorporated herein by reference.

## **Section 7. INDEMNIFICATION**

Notwithstanding any references to the contrary in the application documents, Bird assumes full liability for all of its acts in the performance of this pilot. Bird will defend, save and indemnify and keep harmless the City against all damages, liabilities, judgments, costs and expenses which may be claimed or asserted by a third party against the City in consequence of or in any way relating to this pilot program, or which may result from any acts, errors, omissions, negligence or misconduct of Bird, or its agents, employees, customers or users, except to the extent arising out of or resulting from the City's sole negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the negligence or misconduct of Bird, or its agents, employees, customers or users participating in this pilot, or utilizing Bird's equipment, Bird assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorney fees, or other expenses resulting there from. The City may tender the defense of any claim or action at law or in equity to Bird or its insurer, and upon such tender it shall be the duty of Bird or its insurer to defend such claim or action without cost or expense to the City or its officers, council members, agents, employees or authorized volunteers. Bird shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided Bird may not settle any lawsuit on behalf of the City without the City's written consent that either (1) requires the City to admit liability, or (2) exceeds the limits of Bird's insurance policies. City shall cooperate in all reasonable respects with Bird and its attorneys in the defense or settlement of such lawsuit; provided, that the City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.

## Section 8. MISCELLANEOUS

### 8.1. Assignment.

Neither party shall assign nor transfer any interest or obligation in this MOU, whether by assignment or novation, without the prior written consent of the other party.

### 8.2. Notices, Records, Invoices, Billings and Reports.

- 8.2.1. All notices required to be sent by this MOU shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, with sufficient first class postage attached and addressed as follows, which shall be directly sent to the persons stipulated herein:

For the City:

Director of Public Works  
City of Green Bay  
100 North Jefferson Street  
Green Bay, WI 54301

For Bird:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 8.2.2. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time if not explicitly set forth within this MOU.

### 8.3. Payment.

The parties agree that no such payments shall be exchanged between the parties for participation in this pilot program.

### 8.4. No Waiver.

No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the City shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

### 8.5. Construction of Agreement.

- 8.4.1. This MOU is intended to be solely between the parties hereto. No part of the MOU shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties,

including but not limited to employee of either of the parties.

8.4.2. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

8.4.3. The entire agreement of the parties is contained herein and this MOU supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

8.5.4. If any provision of this MOU is determined by a court of record to be void or unenforceable, all remaining provisions shall continue to be valid and enforceable.

8.6. Public Records.

Bird understands that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this pilot are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Bird acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law and that Bird must defend and hold the City harmless from liability to its fault under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this MOU and the pilot itself.

IN WITNESS WHEREOF, the parties have executed this Agreement and its Schedules as of the day and date set forth above by their duly authorized officers.

**BIRD RIDES, INC.**

By:

\_\_\_\_\_  
Printed Name:

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
Printed Name:

Date: \_\_\_\_\_

SIGNATURES CONTINUE ON THE FOLLOWING PAGE



**CITY OF GREEN BAY**

By:

\_\_\_\_\_  
Eric Genrich, Mayor

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Celestine Jeffreys, Clerk

\_\_\_\_\_  
Date



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # N.2**

To approve as amended the General Ordinance 17-21 to create Section 40-139, Green Bay Municipal Code, relating to electric scooter regulations.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. DRAFT GO 17-21- Create 40-139 Electric Scooters

**GENERAL ORDINANCE NO. 17-21**

**AN ORDINANCE  
CREATING SECTION 40-139,  
GREEN BAY MUNICIPAL CODE  
RELATING TO ELECTRIC SCOOTER REGULATIONS**

**WHEREAS**, Section 349.237 of the Wisconsin Statutes authorizes the governing body of any municipality, by ordinance, to regulate the rental and operation of Electric Scooters in a manner consistent with bicycle regulations; and

**WHEREAS**, the City of Green Bay has agreed to a pilot program to allow electric scooter usage in the city, however the agreement and the regulations included in it, are not enforceable or included in the Green Bay Municipal Code; and

**WHEREAS**, in order to create the safest possible situation for the operation of electric scooters in Green Bay, it is necessary to add protections to the Green Bay Municipal Code consistent with those applicable to bicycle operations and Section 349.237 of the Wisconsin Statutes including the prohibition of their operation on city sidewalks.

**BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:**

**SECTION 1.** Section 40-139, Green Bay Municipal Code, is hereby created to read:

**Sec. 40.139 Electric Scooter Regulations.**

(a) *Defined.* Electric scooter means a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on paved level surface when powered solely by the electric motor.

(b) *State laws applicable.* Every person using electric scooters upon a public roadway shall be subject to the provisions of all ordinances and state laws applicable to the operator of any vehicle, except those provisions with reference to the equipment of vehicles and those provisions that, by their nature, would have no application.

(c) *Where Prohibited.* No electric scooters shall be operated on any public sidewalks, any City-owned parking ramps, any roadway, trail, path or property where a sign is erected indicating that bicycles and/or electric scooters are prohibited. In addition no electric scooter shall be operated on the following streets under any circumstances:

- (1) Mason Street (Tilleman Bridge) from the intersection of Tenth Avenue to Jackson Street.

(2) Ashland Avenue from the intersection of Ninth Street to Third Street.

(d) *Riding on Roadway.*

(1) Every person using electric scooters upon a two-way public street shall ride as near as practicable to within five feet of the right curb or edge of the roadway, except when passing another vehicle or making a left-hand turn; and when riding in groups, users of electric scooters shall ride in single file, except on residential streets which are not divided by painted or other marked extra lines where they may ride two abreast. On one-way roads, the user may ride as near as practicable to within five feet of the left-hand curb or edge of the roadway.

(2) Persons using electric scooters shall not impede the normal movement of motor vehicle traffic.

(e) *Bicycle ways.* Operation of electric scooters shall be permitted on any ways, lanes, trails, paths or other property designated for the use and operation of bicycles.

(f) *Clinging to other vehicles.* No person using an electric scooter shall cling to or attach themselves or an electric scooter to any moving vehicle.

(g) *Contests with other vehicles; Stunt riding.* No person using an electric scooter shall participate in any race, speed or endurance contest with any other moving vehicle on a City roadway or practice any fancy or acrobatic riding or stunts while operating such electric scooter.

(h) *Observance of traffic regulations and speed limits.* Every person using electric scooters upon a public roadway shall obey all the instructions of official traffic-control devices, signs and signals applicable to vehicles and shall not operate an electric scooter at a speed greater than the speed limit.

(i) *Yielding to traffic.* The operator of a vehicle shall yield the right-of-way to a person using an electric scooter in the same manner as for bicyclists and pedestrians. When using an electric scooter, every person shall, upon entering a public roadway, yield the right-of-way to motor vehicles, except that a person using electric scooters shall be subject to the same regulations as bicyclists and pedestrians. Operators of electric scooters shall offer the right of way to bicycles in bike lanes and on bike paths.

(j) *Towing of persons, vehicles, trailers, prohibited.* The operator of an electric scooter shall not tow, drag, or caused to be drawn behind the electric scooter any coaster, sled, toy vehicle, person on in-line skates, trailer or any other type of conveyance.

(k) *Carrying of passengers.* No electric scooter shall be used to carry more persons at one time than the number for which it is designed and equipped.



(l) *Age limits.* No person less than eight years of age shall operate an electric scooter on City roadways, except that persons six and seven may operate an electric scooter on City roadways during daylight hours if accompanied by an adult also on an electric scooter. This subsection is intended to permit usage of electric scooters by families.

(m) *Headphones prohibited.* Operators of electric scooters shall not wear any headphones, earphones or earbuds covering or inserted into both ears while operating an electric scooter.

(n) *Equipment regulations; lamps and reflectors.* Every person using electric scooters between one-half hour after sunset and one-half hour before sunrise shall be equipped with a lamp firmly attached to the front of such electric scooter exhibiting a white light to the front, and with a reflector or a lamp mounted on the rear of the vehicle visible at a distance of 500 feet. The reflector shall not be less than three inches in diameter.

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

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

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

jib

062921



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # N.3**

To refer to staff on granting easements to AT&T and other public utilities for installation and infrastructure work in the public right-of-way, specifically but not entirely in the area of Parkwood Drive, Fawn Lane, and Packerland Drive. (Ald. Brunette)

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Ald. Brunette - Petitions and Communications Form



## Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 06/01/2020

Text of Communication:

Discussion with possible action on granting easements to AT&T and other public utilities for installation and infrastructure work in the public right of way- specifically but not entirely in the area of Parkwood, Fawn, and Packerland.

**Upon completing this form, please email it to the City Clerk.**



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # N.4**

To refer to staff to prepare a draft ordinance and bring back to Committee for approval the request by Department of Public Works to establish limits for the determination of indigency as required under Section 34-42 (f), Green Bay Municipal Code.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Sec\_34\_42.\_\_\_\_Deferment\_of\_special\_assessments\_for\_indigent\_persons\_



---

## **Sec. 34-42. Deferment of special assessments for indigent persons.**

- (a) *Deferment of special assessments.* Any special assessments levied against property owned by indigent persons may be deferred by the Council. Such deferment shall be granted only to owner-occupied, singly-family or duplex residential real estate. Such deferment shall be by resolution directing the City Treasurer to pay all or any portion of special assessments levied against such property.
- (b) *Copy of resolution to be filed with Register of Deeds for Brown County.* A copy of such resolution, with a statement of the amount and date paid and a description of the property, certified by the City Clerk, shall be recorded with the Register of Deeds for Brown County; the amount shall thereby become a lien upon such real property in favor of the City prior to any other lien than prior outstanding tax certificates or prior liens hereunder, for the amount paid, with legal interest, and shall be enforceable after transfer of title of the property by sale, inheritance or will, in the manner provided by law for the enforcement of mechanics' liens.
- (c) *Discharge of lien.* The owner of such property, or their heirs, personal representatives, or assigns may discharge such lien at any time by paying the amount of such lien with accrued interest to the City Treasurer, who shall execute a satisfaction in such form as may be recorded with the Register of Deeds for Brown County.
- (d) *Purchase of lien.* The holder of any subsequent lien may purchase such lien by payment of the amount thereof with accrued interest to the City Treasurer, who shall execute a proper assignment thereof to such payee; and on recording such assignment, such assignee shall have the same rights the assignor had.
- (e) *Transfer of title by sale, etc.* After transfer of title by sale, inheritance or will, or when the basis for indigency no longer exists, the special assessment shall be due and owing in full unless installment payments have been provided for according to Section 34-41(b).
- (f) *Limits for the determination of indigency.* The Council shall establish by resolution limits for the determination of indigency. Such limits shall include:
  - (1) Maximum combined annual income of husband, wife, and dependents.
  - (2) Maximum combined assets of husband, wife, and dependents.
- (g) *Subject to review.* Such income and asset figures shall be subject to periodic review and modification by the Council.
- (h) *Application.* Application for deferment shall be made to the Council upon an affidavit form provided by the City Clerk, verified by each applicant.
  - (1) The application shall list the relationships, ages, and employment statuses of the applicant and all dependents; a complete schedule setting forth all assets, liabilities, and income from all sources, including their own and both spouses and their dependents; and any other pertinent information which may assist the City to evaluate such application.
  - (2) The schedule of net worth and income set forth in subsection (h)(1) of this section shall be considered and treated as privileged information and shall not be made public without the applicant's consent.
- (i) *Notify clerk of increases.* The applicant shall notify the City Clerk when there is a material change in the assets and/or annual income increases above the limits described in subsection (f) of this section.
- (j) *Providing false or incomplete information.* If the applicant willfully provides false or incomplete information, or when the assets and/or annual income exceed the limits of subsection (f) of this section, the basis for indigency shall no longer exist and the special assessment shall become due and owing in full, unless installment payments have been provided for according to Section 34-41(b).

- 
- (k) *Application reviewed by Improvement and Service Committee.* The application for deferment shall be reviewed by the Improvement and Service Committee, which shall make a recommendation to the Council.
  - (l) *Interest; deferment period.* Interest may be charged during the deferment period. The interest rate shall not, however, exceed the legal rate prescribed by Wisconsin Statutes.
  - (m) *Interest; installment payment period.* Interest may be charged during the installment payment period. The interest rate for all City building projects for unpaid special assessments shall be reviewed annually and shall be established and from time to time amended by resolution of the Common Council.

(Code 1984, § 9.42)



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # N.5**

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

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. CGB DRAFT eCMAR 6032021
2. 2020 eCMAR I-S Summary 6042021

# Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:  
6/4/2021 **2020**

## Financial Management

|                                                                                                                                                                                                                                |                                                               |                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------|
| 1. Provider of Financial Information                                                                                                                                                                                           |                                                               |                                              |
| Name:                                                                                                                                                                                                                          | <input type="text" value="Matthew R Heckenlaible"/>           |                                              |
| Telephone:                                                                                                                                                                                                                     | <input type="text" value="(920 448-3100"/>                    | (XXX) XXX-XXXX                               |
| E-Mail Address (optional):                                                                                                                                                                                                     | <input type="text" value="Matt.Heckenlaible@greenbaywi.gov"/> |                                              |
| 2. Treatment Works Operating Revenues                                                                                                                                                                                          |                                                               |                                              |
| 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?                                                                                         |                                                               |                                              |
| ● Yes (0 points) <input type="checkbox"/>                                                                                                                                                                                      |                                                               |                                              |
| ○ No (40 points)                                                                                                                                                                                                               |                                                               |                                              |
| If No, please explain:                                                                                                                                                                                                         |                                                               |                                              |
| <input type="text"/>                                                                                                                                                                                                           |                                                               |                                              |
| 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?                                                                                                                                   |                                                               |                                              |
| Year: <input type="text" value="2020"/>                                                                                                                                                                                        |                                                               |                                              |
| ● 0-2 years ago (0 points) <input type="checkbox"/>                                                                                                                                                                            |                                                               |                                              |
| ○ 3 or more years ago (20 points) <input type="checkbox"/>                                                                                                                                                                     |                                                               |                                              |
| ○ N/A (private facility)                                                                                                                                                                                                       |                                                               |                                              |
| 2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? |                                                               |                                              |
| ● Yes (0 points)                                                                                                                                                                                                               |                                                               |                                              |
| ○ No (40 points)                                                                                                                                                                                                               |                                                               |                                              |
| REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]                                                                                                                                                      |                                                               |                                              |
| 3. Equipment Replacement Funds                                                                                                                                                                                                 |                                                               |                                              |
| 3.1 When was the Equipment Replacement Fund last reviewed and/or revised?                                                                                                                                                      |                                                               |                                              |
| Year: <input type="text" value="2020"/>                                                                                                                                                                                        |                                                               |                                              |
| ● 1-2 years ago (0 points) <input type="checkbox"/>                                                                                                                                                                            |                                                               |                                              |
| ○ 3 or more years ago (20 points) <input type="checkbox"/>                                                                                                                                                                     |                                                               |                                              |
| ○ N/A                                                                                                                                                                                                                          |                                                               |                                              |
| If N/A, please explain:                                                                                                                                                                                                        |                                                               |                                              |
| <input type="text"/>                                                                                                                                                                                                           |                                                               |                                              |
| 3.2 Equipment Replacement Fund Activity                                                                                                                                                                                        |                                                               |                                              |
| <b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>                                                                                                                                                                       |                                                               | \$ <input type="text" value="2,180,225.53"/> |
| 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)                                                                             |                                                               | + \$ <input type="text" value="0.00"/>       |
| 3.2.3 Adjusted January 1st Beginning Balance                                                                                                                                                                                   |                                                               | \$ <input type="text" value="2,180,225.53"/> |
| 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)                                                                                                                                                      |                                                               | + \$ <input type="text" value="799,320.00"/> |



# Compliance Maintenance Annual Report

## Green Bay Sewage Collection System

Last Updated: Reporting For:  
6/4/2021 2020

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

\$ 134,837.65

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

\$ 2,844,707.88

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

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

Replacement of CCTV equipment and truck which now includes lateral inspection camera, replacement of several utility vehicles, 8-inch dewatering pump and other miscellaneous equipment.

3.3 What amount should be in your Replacement Fund? \$ 2,844,707.88

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

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

● Yes

○ No

If No, please explain.

## 4. Future Planning

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

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

○ No

| Project # | Project Description                                        | Estimated Cost | Approximate Construction Year |
|-----------|------------------------------------------------------------|----------------|-------------------------------|
| 1         | Hinkle Steet Reconstruction (Larsen to W Mason)            | 250000         | 2013                          |
| 2         | Harvey Street Reconstruction (Jackson to Webster)          | 150000         | 2014                          |
| 3         | Grandview Estates Subdivision Collection System - Phase I  | 500000         | 2020                          |
| 4         | Bradley Estates Sub'd                                      | 160000         | 2020                          |
| 5         | Superior Heights Sub'd                                     | 260000         | 2020                          |
| 6         | Annual Rehabilitation and Reconstruction Contracts         | 1100000        | 2021                          |
| 7         | Annual Repair, Reconstruction and Rehabilitation Contracts | 850000         | 2021                          |
| 8         | Contract Annual Sewer Cleaning & CCTV                      | 666000         | 2021                          |
| 9         | Gray Street Reconstruction                                 | 500000         | 2021                          |
| 10        | Country Club Road Reconstruction                           | 500000         | 2023                          |
| 11        | Jackson Street Reconstruction                              | 900,000        | 2021                          |

## 5. Financial Management General Comments

N/C

## ENERGY EFFICIENCY AND USE

## 6. Collection System

### 6.1 Energy Usage

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

# Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:  
6/4/2021 2020

## COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

|           | Electricity Consumed<br>(kWh) | Natural Gas Consumed<br>(therms) |
|-----------|-------------------------------|----------------------------------|
| January   | 9,988                         |                                  |
| February  | 7,362                         |                                  |
| March     | 7,145                         |                                  |
| April     | 3,651                         |                                  |
| May       | 7,936                         |                                  |
| June      | 7,332                         |                                  |
| July      | 6,665                         |                                  |
| August    | 7,412                         |                                  |
| September | 5,399                         |                                  |
| October   | 5,683                         |                                  |
| November  | 6,769                         |                                  |
| December  | 7,441                         |                                  |
| Total     | 82,783                        | 0                                |
| Average   | 6,899                         | 0                                |

6.1.2 Comments:

## 6.2 Energy Related Processes and Equipment

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

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

6.2.2 Comments:

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

☒ No

☐ Yes

Year:

By Whom:

# Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:  
6/4/2021 **2020**

Describe and Comment:

## 6.4 Future Energy Related Equipment

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

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

|                                             |          |
|---------------------------------------------|----------|
| <b>Total Points Generated</b>               | 0        |
| <b>Score (100 - Total Points Generated)</b> | 100      |
| <b>Section Grade</b>                        | <b>A</b> |

# Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:  
6/4/2021 2020

## Sanitary Sewer Collection Systems

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

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

- ☒ Yes
- ☐ No

If No, explain:

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

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

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

- ☒ Goals [NR 210.23 (4)(a)]

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

1. Review, modify and continue implementation of the current CMOM (2020)  
2. Continue with the development of written operating procedures (SOPs) primarily within DPW-Engineering and Sewer Operations Sections.  
3. Review and modify existing SOPs that during implementation and training need to be changed.  
4. Continue to fill vacant Utility Section positions due to retirements, advancement by staff and staff opting to take other positions elsewhere, and newly created positions.  
5. Continue to strive for zero (0) basement back-up complaints that originate from the City's sewer system.  
6. Determine significant sources of Inflow & Infiltration (I/I).

Did you accomplish them?

- ☐ Yes
- ☒ No

If No, explain:

1. training to properly implement. The City views this as an on-going goal and task.  
2. The City continues to develop, review, modify and train and implement SOPs. This is an on-going goal / task.  
3. The City continue to go through normal recruitment practices when vacancies arise within DPW-Utility Section (Sewers & Engineering).  
4. The City continues to see a relatively low number of basement back-ups and is for the most part keeping them in check with regular maintenance.

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

Does this chapter of your CMOM include:

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

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

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

Chapter 21-Utilities; Chapter 16-Plumbing

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2020-12-15



# Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:  
6/4/2021 2020

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

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

☒ Operation and Maintenance [NR 210.23 (4) (d)]

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

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

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

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

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

0

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

Does your emergency response capability include:

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

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

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

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

## 2. Operation and Maintenance

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

|                 |      |                  |
|-----------------|------|------------------|
| Cleaning        | 55.4 | % of system/year |
| Root removal    | 0    | % of system/year |
| Flow monitoring | 0    | % of system/year |
| Smoke testing   | 0    | % of system/year |

# Compliance Maintenance Annual Report

## Green Bay Sewage Collection System

Last Updated: Reporting For:  
6/4/2021 **2020**

|                           |      |                                             |
|---------------------------|------|---------------------------------------------|
| Sewer line televising     | 19.6 | % of system/year                            |
| Manhole inspections       | 30.2 | % of system/year                            |
| Lift station O&M          | 4    | # per L.S./year                             |
| Manhole rehabilitation    | .64  | % of manholes rehabbed                      |
| Mainline rehabilitation   | .86  | % of sewer lines rehabbed                   |
| Private sewer inspections | 0    | % of system/year                            |
| Private sewer I/I removal | 0    | % of private services                       |
| River or water crossings  | 0    | % of pipe crossings evaluated or maintained |

Please include additional comments about your sanitary sewer collection system below:

The City continuously monitors with SmartCovers, and at a minimum, bi-annually cleans a pairs of inverted siphons that cross under the East River. In the winter of 2020, the City removed a pair of inverted siphons that cross under the East River at East Mason Street. All other river/waterway crossings are inspected or maintained on a rotating basis within a three (3) year schedule.

### 3. Performance Indicators

#### 3.1 Provide the following collection system and flow information for the past year.

|         |                                                          |
|---------|----------------------------------------------------------|
| 34.01   | Total actual amount of precipitation last year in inches |
| 29.52   | Annual average precipitation (for your location)         |
| 465.97  | Miles of sanitary sewer                                  |
| 13      | Number of lift stations                                  |
| 0       | Number of lift station failures                          |
| 1       | Number of sewer pipe failures                            |
| 18      | Number of basement backup occurrences                    |
| 192     | Number of complaints                                     |
| 17.4    | Average daily flow in MGD (if available)                 |
| 750.008 | Peak monthly flow in MGD (if available)                  |
| 0       | Peak hourly flow in MGD (if available)                   |

#### 3.2 Performance ratios for the past year:

|      |                                                      |
|------|------------------------------------------------------|
| 0.00 | Lift station failures (failures/year)                |
| 0.00 | Sewer pipe failures (pipe failures/sewer mile/yr)    |
| 0.00 | Sanitary sewer overflows (number/sewer mile/yr)      |
| 0.04 | Basement backups (number/sewer mile)                 |
| 0.41 | Complaints (number/sewer mile)                       |
| 43.1 | Peaking factor ratio (Peak Monthly:Annual Daily Avg) |
| 0.0  | Peaking factor ratio (Peak Hourly:Annual Daily Avg)  |

### 4. Overflows

# Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:  
6/4/2021 **2020**

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

| Date          | Location | Cause | Estimated Volume |
|---------------|----------|-------|------------------|
| None reported |          |       |                  |

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

### 5. Infiltration / Inflow (I/I)

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

- ☒ Yes
- ☐ No

If Yes, please describe:

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. The City has dollars available for consultant service to assist in developing a sewer system model to better assess I/I. (2021 City has purchased modeling software to review capacity and I/I impacts)

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

- ☒ Yes
- ☐ No

If Yes, please describe:

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. The City has dollars available for consultant service to assist in developing a sewer system model to better assess I/I. (2021 City has purchased modeling software to review capacity and I/I impacts)

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

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. There were no documented I/I performance related instances in 2020 due to normal precipitation events.

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

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

|                                             |          |
|---------------------------------------------|----------|
| <b>Total Points Generated</b>               | 0        |
| <b>Score (100 - Total Points Generated)</b> | 100      |
| <b>Section Grade</b>                        | <b>A</b> |

# Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:  
6/4/2021 2020

## Grading Summary

WPDES No: 0047341

| SECTIONS                                | LETTER GRADE | GRADE POINTS | WEIGHTING FACTORS | SECTION POINTS |
|-----------------------------------------|--------------|--------------|-------------------|----------------|
| Financial                               | A            | 4            | 1                 | 4              |
| Collection                              | A            | 4            | 3                 | 12             |
| <b>TOTALS</b>                           |              |              | <b>4</b>          | <b>16</b>      |
| <b>GRADE POINT AVERAGE (GPA) = 4.00</b> |              |              |                   |                |

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

# Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:  
6/4/2021 2020

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

City of Green Bay

Date of Resolution or  
Action Taken:

2021-06-03

Resolution Number:

WDNR

Date of Submittal:

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

Financial Management: Grade = A

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

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

Collection Systems: Grade = A

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

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

To continue to strive a Fat, Oil, Grease (FOG) program that will assist in reducing FOG from entering the sanitary sewer collection system which will reduce unnecessary preventative maintenance. A FOG Inspector was budgeted for and hired in 2020.

The City has augmented its portable by-pass pumping arsenal by acquiring an 8-inch pump that will aid dealing with storm water flooding conditions as well as IF large diameter sanitary sewers should happen to plug or fail again similar to September of 2019. The aging large diameter sewer that had failed in 2019 has since been CIPP'd and one of the pairs of inverted siphons that flowed under the East River has been abandon and relocated to discharge into the NEWWater Interceptor system prior to crossing the East River.

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

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

**G.P.A. = 4.00**

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





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 & Services Committee  
Steven Grenier – Director of Public Works

**FROM:** Matthew Heckenlaible – Utility Manager

**SUBJECT:** Compliance Maintenance Annual Report  
Executive Summary

**DATE:** June 4, 2021

**C:** James Brunette – Assistant Director of Public Works

### Sanitary Sewer System Background

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

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

The Financial Management section is inquiring whether or not we have ample revenue to meet expenditures and if we are planning for capital projects / costs. In 2017, the Wisconsin Office of Energy Innovation in conjunction with the WDNR, added a subsection pertaining to Energy Efficiency and Use. The Office of Energy has been obtaining energy usage data from potable water systems for years and are somewhat aware that in a time of energy needs what it would take to keep potable water systems operational, but they have very little appreciable data on what energy needs are associated with waste water treatment plants and collection systems. The Office of Energy and WDNR will be requesting this information to also aid entities to track their own energy usage and determine if there are any deficiencies to lift stations or similar mechanisms could be improved thereby saving municipalities money. In 2020, the City again was in favorable standing receiving an "A" rating for this section.

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



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MEMO**

implemented on an annual basis. With existing programs that are in place, we were able to achieve a favorable standing in 2020 receiving an “A” rating for this section.

| Year | Financial Rating | Sewer System Rating | Overall Rating | % System Cleaning | % System Televised | Total No. of Sewer Complaints | Back-ups from City Main | SSOs |
|------|------------------|---------------------|----------------|-------------------|--------------------|-------------------------------|-------------------------|------|
| 2006 | A                | A                   | A              | 33.53*            | 3.19               | 323                           | 207                     | 0    |
| 2007 | A                | A                   | A              | 30.6*             | 3.2                | 332                           | 249                     | 0    |
| 2008 | A                | A                   | A              | 29.3*             | 2.9                | 364                           | 239                     | 0    |
| 2009 | A                | C                   | C+             | 8.85              | 3.5                | 359                           | 267                     | 2    |
| 2010 | A                | A                   | A              | 11.37             | 2.4                | 317                           | 238                     | 0    |
| 2011 | A                | A                   | A              | 24.75             | 10.59              | 299                           | 72                      | 0    |
| 2012 | A                | A                   | A              | 19.5              | 9.7                | 281                           | 57                      | 0    |
| 2013 | A                | A                   | A              | 43                | 19.4               | 272                           | 43                      | 0    |
| 2014 | A                | A                   | A              | 31.2              | 34.9               | 321                           | 25                      | 0    |
| 2015 | A                | A                   | A              | 31.03             | 16.04              | 248                           | 42                      | 0    |
| 2016 | A                | A                   | A              | 38.06             | 16.44              | 178                           | 13                      | 0    |
| 2017 | A                | A                   | A              | 61.9              | 16.1               | 174                           | 11                      | 0    |
| 2018 | A                | A                   | A              | 71.6              | 25.9               | 214                           | 6**                     | 0    |
| 2019 | A                | A                   | A              | 58.1              | 25.0               | 182                           | 7**                     | 1    |
| 2020 | A                | A                   | A              | 55.4              | 19.6               | 192                           | 6**                     | 0    |

\* Double counting of footages

\*\* Excluded complaints due to flooding, contractor damage, water main break (2020)

2 – Due to Contractor damage

8 – Due to water main break damage

2 – Due to surcharging of sanitary mains due to excessive rain events

**Action Necessary**

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



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # N.6**

To approve the request by Department of Public Works to enter into a County/Municipal Agreement for safety improvements at the intersection of West Mason Street and Packerland Drive and authorize the Director of Public Works to execute the Agreement.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. BCMA EB-4I

# Brown County

## MUNICIPAL PROJECT AGREEMENT

**Project ID #:** EB-41

**Municipality:** City of Green Bay

**Highway:** CTH EB  
SW High School  
Entrance to 360' North  
of West Mason St.

**Construction Year:** 2024

**Limits:** Frontage Road

**Length:** 0.41 miles

**Federal/State Funds:** ☒ No ☐ Yes – Attached State Municipal Agreement between WisDOT & Brown County is a part of this agreement.

### 1.0 GENERAL

The signatory, City of Green Bay (Municipality), through its undersigned duly authorized officers or officials, hereby requests the Brown County Public Works Department (County) to initiate and effect the proposed improvement (Project) hereinafter described.

The authority for the County to enter into agreements with the Municipality is extended by Section 83.035 of Wisconsin State Statutes. The authority for the Highway Commissioner to enter into contracts with municipalities within Brown County is from Section 6.10 of the Brown County Code of Ordinances.

### 2.0 CITIES

Section 83.05(1) of Wisconsin State Statutes states:

***83.05 Improving streets over 18 feet wide. (1) When a portion of the system of county aid highways in any city is to be improved, and the funds from the city and county are available therefor, the city may determine that the roadways shall be paved to a greater width than 18 feet. If it so decides, the city may determine the type of improvement, the width, and all other features of the construction, subject to the approval of the county highway committee. And said committee shall fix the amount per linear foot of the improvement to be paid by the county. The city shall then improve the street in the manner provided generally for making street improvements. The work shall be done under the supervision of the city, but subject to the inspection of the county highway commissioner.***

When a portion of county highway in a city is to be improved, the City has a choice in how it wants enter into agreement with the County.

**2.1 The City follows State Statute 83.05.** The City then would determine the type of improvement, the width, and all other features of the construction subject to the approval of the Highway Commissioner.\* The City determines if any acquisition of land is required as a result of the design (the City prepares the right-of-way plat), and pays for the cost of the right-of-way acquisition (since the amount of land to be acquired is determined by the municipality as a function of their design of the roadway). The County acquires the land per section 83.07 and 83.08 of the Wisconsin statutes.

\* Per Wis. Stat. §83.015(2)(b), the county highway commissioner shall have the administrative powers and duties prescribed for the county highway committee under 83.05(1).

The County will then likewise follow state statutes in terms of the cost sharing per Wis. Stat. §83.05(2) which states:

**83.05(2)** *Upon the completion of the work the county's share of the cost shall be paid to the contractor as though the county had been an immediate party to the contract. Unless specifically authorized by the county, the payment by the county shall not exceed the cost of 22 feet of the width of the pavement, as well as a portion of the costs of grading, draining, and appertaining structures. The balance of the expense of the improvement shall be borne by the city, and shall be provided in the manner in which expense of street improvement is ordinarily met. Assessments of benefits may be made by the city against abutting property in the manner provided where the improvement is done solely at the expense of the city, but such assessments of benefits shall not exceed the difference between the cost of the improvement and the amount contributed thereto by the county.*

**2.2 The City yields their statutory authority and enters into an agreement with the County per the County's municipal project agreement policy.** In coordination and agreement with the City, the County will determine the type of improvement, the width, and all other features of the construction, with the County having final decision making authority on project specifics. The County and City will follow Attachment #1 for project specific eligible and non-eligible project costs.

For this Agreement the City and County agree to follow:

- ☐ Section 2.1
- ☒ Section 2.2

### 3.0 VILLAGES AND TOWNS

**3.1 The Village or Town enters into an agreement with the County per the County's municipal project agreement policy.** In coordination and agreement with the Village or Town, the County will determine the type of improvement, the width, and all other features of the construction, with the County having final decision making authority on project specifics. The County and Village or Town will follow Attachment #1 for project specific eligible and non-eligible project costs.

**3.2 The Village or Town petitions to follow section 2.1 of this policy.** A village or town may petition the Highway Commissioner to allow the village or town to follow section 2.1 of this policy for urban or proposed urban areas.

For this Agreement the Village or Town and County agree to follow:

- ☐ Section 3.1
- ☐ Section 3.2

### 4.0 PROJECT SUMMARY

#### 1. Reason for Project (existing facility)

The frontage road intersections at Mason Street and Packerland Avenue have a long history of serious crashes. There is only 56' clear distance between the frontage roads and Mason Street. The Wisconsin DOT assisted us in analyzing the crash history at these frontage roads. The south frontage road especially has seen too many left turn angle crashes. See Attachment #2 for more information.





## 2. Proposed Improvement (nature and scope of work)

The proposed improvement is as follows:

- Add raised medians to eliminate left turn movements at the frontage roads.
- Add an access point to the south frontage road from Mason Street allowing EB right in, right out onto EB Mason, and WB left to the south frontage road.
- Add a roundabout at Trojan Drive.
- Modify the access along Packerland at the Southwest High School entrances to better accommodate SB left turns into the high school and right turn only exits to the new roundabout at Trojan Drive.

These access control improvements will greatly improve the safety and mobility of the traveling public along this corridor. See Attachment #2 for conceptual layouts.

## 5.0 PROJECT FUNDING

### 5.1 Estimated Project Cost and Cost Sharing

The following project cost breakdown is an estimate only. An administrative overhead fee will be applied to the project according to the current statewide overhead rate. For estimating purposes a 5% administration fee is used.

| ITEM                                    | ESTIMATED<br>COST  | COUNTY<br>FUNDS  | CITY<br>FUNDS    |
|-----------------------------------------|--------------------|------------------|------------------|
| <b>ENGINEERING &amp; DESIGN (2022):</b> |                    |                  |                  |
| Plan Design                             | \$100,000          | \$50,000         | \$50,000         |
| <b>Engineering Subtotal</b>             | <b>\$100,000</b>   | <b>\$50,000</b>  | <b>\$50,000</b>  |
| <b>RIGHT-OF-WAY ACQUISITION (2023):</b> |                    |                  |                  |
| Acquisition                             | \$100,000          | \$50,000         | \$50,000         |
| <b>Right-of-way Subtotal</b>            | <b>\$100,000</b>   | <b>\$50,000</b>  | <b>\$50,000</b>  |
| <b>ROAD CONSTRUCTION (2024):</b>        |                    |                  |                  |
| Eligible (Participating)                | \$1,500,000        | \$750,000        | \$750,000        |
| Non-Eligible (Non-Participating)        | \$0                | \$0              | \$0              |
| <b>Road Construction Subtotal</b>       | <b>\$1,500,000</b> | <b>\$750,000</b> | <b>\$750,000</b> |
| <b>PROJECT SUBTOTAL:</b>                | <b>\$1,700,000</b> | <b>\$850,000</b> | <b>\$850,000</b> |
| <b>5% ADMINISTRATIVE OVERHEAD:</b>      | <b>\$85,000</b>    | <b>\$42,500</b>  | <b>\$42,500</b>  |
| <b>TOTAL PROJECT COST:</b>              | <b>\$1,785,000</b> | <b>\$892,500</b> | <b>\$892,500</b> |

## **5.2 Cost Sharing & Billing**

As work progresses, the Municipality will be billed for their local share of eligible project cost and 100% of the non-eligible cost. The statewide administrative rate will be applied to the project costs. Upon completion of the project, a final audit will be made to determine the final division of costs.

If the County requests the Municipality takes lead on a project – design, bidding, construction administration, etc., then the Municipality may charge an administrative rate to the County at the current statewide overhead rate.

## **5.3 Project Termination**

If the Municipality should withdraw from the project, for any reason, it will reimburse the County for any costs incurred by the County on behalf of the project. If the County should withdraw from the project, for any reason, it will reimburse the Municipality for any costs incurred by the Municipality on behalf of the project.

## **6.0 MAINTENANCE RESPONSIBILITIES AND JURISIDCTION**

### **6.1 Maintenance**

Section 83.025 of the Wisconsin Statutes governs the maintenance of county highways, specifically:

- 83.025(2) Width of highway maintained by the County includes every way open to the use of the public as a matter of right for the purposes of vehicular travel, including the shoulder. In an urban area this would include the curb and gutter.
- 83.025(2) Maintenance of a county highway through a municipality includes those measures and activities necessary to preserve the highway, as nearly as possible, in the condition of its construction including:
  - Shoulder maintenance
  - Ditch Maintenance
  - Pavement marking
  - Signing
  - Crack sealing
  - Asphalt patching
  - Concrete pavement repair
  - Asphalt resurfacing
  - Curb and gutter repair
  - Emergency repairs of storm sewer manhole and inlet casting/pavement as requested by the municipality to be charged back to the municipality
  - Street sweeping
  - Application of protective coatings (bridges)
  - Guard rail
  - Removal, treatment and sanding/salting of ice
  - Removal and control of snow
  - Interim repair of highway surfaces and adjacent structures
  - Center median mowing (performed only for visibility purposes)
  - Traffic signal operation

Items that are placed at the discretion of the municipality are the responsibility of the municipality to maintain, including:

- Street lighting
- Interim sidewalk repair
- Pavement marking associated with sidewalks (crosswalks)
- Off street bike paths
- Sanitary sewer
- Interim storm sewer repair including manhole and inlet castings
- Water mains
- Other municipal utilities
- Mowing behind the curb line (terrace area)
- Center median mowing (performed for aesthetic purposes)
- Snow and ice removal on sidewalks and/or bike paths
- Roundabout center island landscaping
- Storm water devices (ponds, infiltration areas, etc. – anything other than a ditch)
- Trees, shrubs, and other landscaping behind the curb line (in terrace area)

Neither of these maintenance lists is intended to be 'all inclusive', but, rather to demonstrate measures and activities necessary to preserving a highway defined as that portion of the roadway open to the public as a matter of right for the purposes of vehicular travel, including the shoulder and/or curb and gutter.

## 6.2 Jurisdiction

Note: Jurisdictional transfers require resolutions from both the Municipality and County Board to become effective. If a roadway is noted to be transferred, it indicates an agreement in principal to pursue the transfer contingent upon both the Municipality and County approving the necessary resolutions.

☐ New County highway segment to be maintained by the County.

☒ Existing County highway segment to be maintained by the County.

☐ Existing Municipal street to be jurisdictionally transferred to the County:

Transfer Date: \_\_\_\_\_ Miles: \_\_\_\_\_  
Highway Name: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

☐ Existing County highway to be jurisdictionally transferred to the Municipality:

Transfer Date: \_\_\_\_\_ Miles: \_\_\_\_\_  
Highway Name: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

☐ Jurisdictional transfer of other County highways within the Municipality, from the County to the Municipality as listed below:

Street: \_\_\_\_\_ Miles: \_\_\_\_\_  
Location: \_\_\_\_\_ Transfer Date: \_\_\_\_\_

## 7.0 AUTHORIZATION

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

### FOR THE MUNICIPALITY:

---

Name & Title

---

Date

### FOR THE COUNTY:

---

Paul Fontecchio, Director  
Brown County Public Works Department

---

Date



# **ATTACHEMENT 1:**

## **MUNICIPAL PROJECT AGREEMENT COST SHARE POLICY**

Brown County Public Works follows state law as found in Trans 205 for County Trunk Highway Standards or the Wisconsin Department of Transportation's Facility Design Manual (FDM) for the design, maintenance, and improvements of county trunk highways.

| <b>PROJECT TYPE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>BROWN COUNTY</b>                                      | <b>MUNICIPALITY</b>                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------|
| <b>Asphalt Reconditioning:</b> <i>Reconditioning is defined as a maintenance level activity involving the reclaiming of the existing pavement and/or base course, replacement of the pavement in generally the same alignment (vertical and horizontal).</i> <ul style="list-style-type: none"> <li>A. Reclaim of existing pavement &amp; base course</li> <li>B. Paving of up to 4.5" asphaltic pavement</li> <li>C. Curb &amp; gutter replacement (spot repairs as part of reconditioning).</li> <li>D. Curb &amp; gutter replacement (larger areas of repairs as agreed to by the Municipality and County).</li> <li>E. Curb &amp; gutter replacement for Municipal utility work.</li> </ul>                                                                                                                                                           | <p>100%</p> <p>100%</p> <p>100%</p> <p>50%</p> <p>0%</p> | <p>0%</p> <p>0%</p> <p>0%</p> <p>50%</p> <p>100%</p> |
| <b>Roadway Reconstruction:</b> <i>Reconstruction is defined as the total rebuilding of an existing highway including pavement and base replacement, excavation below subgrade, drainage, transportation related appurtenances, roadway realignment, widening, and/or converting a rural roadway to an urban roadway.</i> <ul style="list-style-type: none"> <li>A. Urban Reconstruction: New concrete curb &amp; gutter, storm sewer, asphalt or concrete pavement (see eligible project costs).</li> <li>B. Rural Reconstruction: Reconstruction of existing 2-lane roadway, no additional travel lanes.</li> <li>C. Rural Reconstruction: Reconstruction and widening of existing 2-lane roadway, travel lane addition, including 3-lane with center-shared, left-turn, or 4-lane divided or undivided roadway (see eligible project costs).</li> </ul> | <p>50%</p> <p>100%</p> <p>50%</p>                        | <p>50%</p> <p>0%</p> <p>50%</p>                      |
| <b>New Roadway Construction:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 50%                                                      | 50%                                                  |
| <b>Bridge Construction/Reconstruction:</b> <ul style="list-style-type: none"> <li>A. Part of Roadway Reconstruction A &amp; C above.</li> <li>B. Town Bridge Replacement. Note: Funding utilizes the County Bridge fund which is a 50/50 matching fund with the Municipality.</li> <li>C. County Bridge Replacement.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>50%</p> <p>50%</p> <p>100%</p>                        | <p>50%</p> <p>50%</p> <p>0%</p>                      |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Eligible Project Costs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| County eligible construction project funding will be limited to participation in the costs of the following items as specified in the estimate summary:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| A. Design engineering and all necessary environmental and wetland assessment investigations as required by the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| B. Right-of-way acquisition cost, including the cost of the right-of-way plat development, property appraisals, acquisition negotiations, legal costs and relocation expenses and fees for limited construction easements, and compensable utility relocation costs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| C. Wetland replacement mitigation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| D. Storm water devices (ponds, infiltration areas, etc.) required for the project (prorated to 50% of the costs required for the roadway work).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| E. Construction engineering related to inspection, supervision, and administration of the actual construction work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| F. Street grading, base, pavement, curb & gutter, drainage structures, bridges, intersection channelization & turning lanes, 15-foot wide concrete outside curb lanes, 14-foot wide asphalt outside curb lane, and driveway aprons.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| G. Installation of main line storm sewer trunk lines & laterals, 12-inch diameter or greater. Storm sewer inlets, manholes, and catch basins necessary to accommodate street surface water drainage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| H. In accordance with the Brown County Bicycle and Pedestrian Plan, Brown County will share the costs of the following: <ul style="list-style-type: none"> <li>1. Concrete sidewalk replacement or new sidewalk construction – the County will participate in the costs for one (1) side of the roadway for sidewalk up to 5' in width for a concrete sidewalk except for areas of municipal utility cuts which are the responsibility of the municipality.</li> <li>2. Multi-use bicycle/pedestrian asphaltic path or on-street bike lanes - the County will participate in the costs for either one off-street multi-use bicycle/pedestrian path up to 10' in width or on-street bike lanes in accordance with FDM 11-46 Figure 15.1, but not both.</li> </ul> |
| I. Signing and pavement marking, including detour routes, installation of traffic signal conduit and traffic signals meeting signal warrants.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| J. Erosion control devices required per Wisconsin DNR standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| K. Retaining walls required for the Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| L. Roundabout intersections that meet traffic signal warrants including street lighting, standard WisDOT colored concrete, and signs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| M. Landscaping including salvaged topsoil, seeding, fertilizing, and mulch.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Non-eligible Project Costs:</b>                                                                                                                                                                                                                 |
| Work necessary to complete the Project to be financed entirely by the Municipality or other utility or facility owner includes the following items:                                                                                                |
| A. New installation of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, fire or police alarm facilities, parking meters, street lighting and similar utilities.                                                |
| B. Traffic signals or roundabouts not meeting signal warrants, as specified by the Manual of Uniform Traffic Control Devices (MUTCD).                                                                                                              |
| C. Concrete sidewalks or bicycle/pedestrian off-street trails not constructed as part of reconstruction or new construction projects.                                                                                                              |
| D. Any allowed parking stalls.                                                                                                                                                                                                                     |
| E. Storm water devices (ponds, swales, etc.) not required for the project (regional storm water pond for example). The Municipality will own and maintain regional storm water devices, including if the device is partially used for the Project. |
| F. Trees, shrubs, and other landscaping along the roadway or at roundabouts after location approval by Brown County.                                                                                                                               |
| G. Decorative features (lighting, signs, railing, etc.) above standard baseline costs.                                                                                                                                                             |

## Attachment #2

### CTH EB (Packerland Drive) & STH 54 (Mason Street)

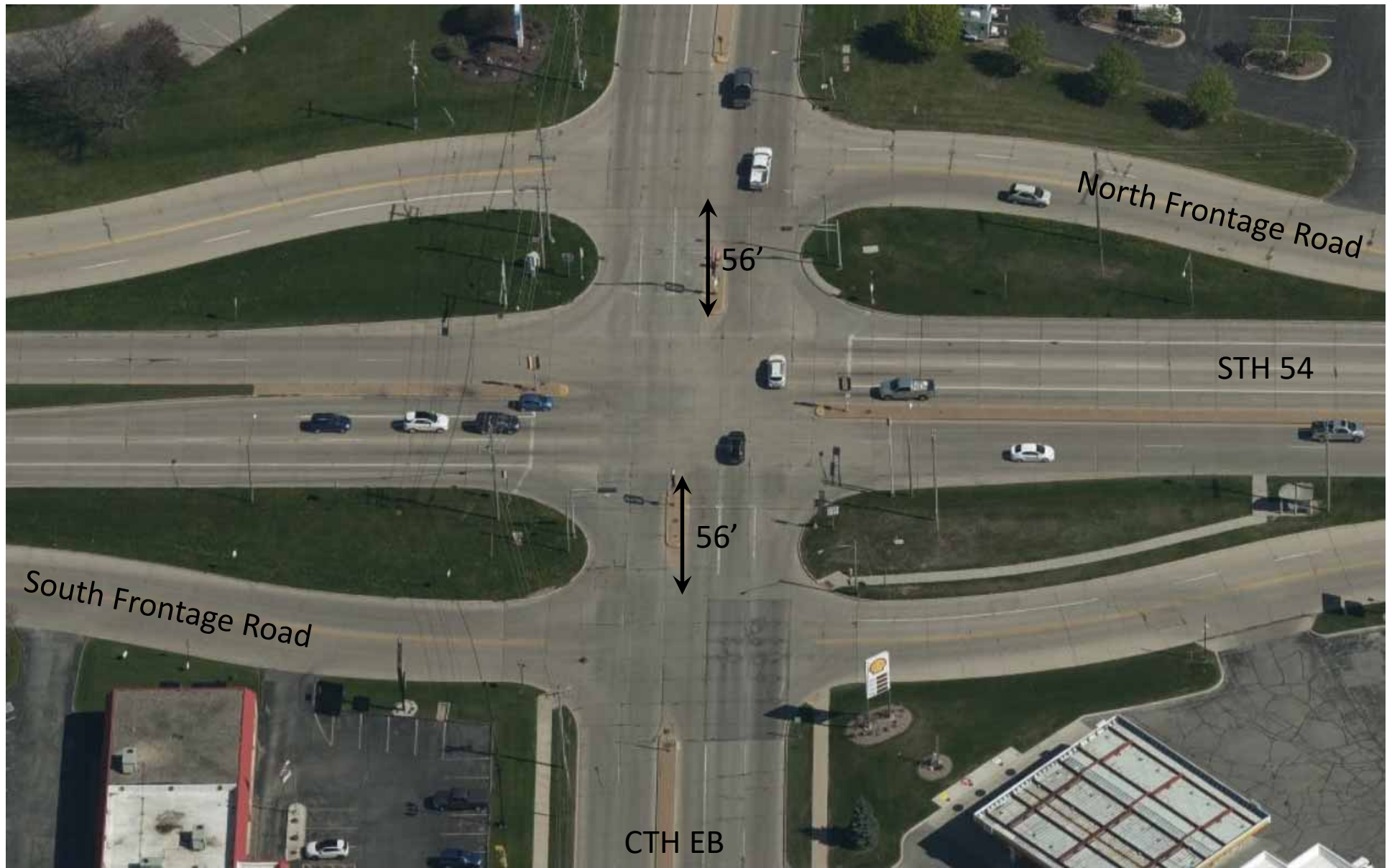
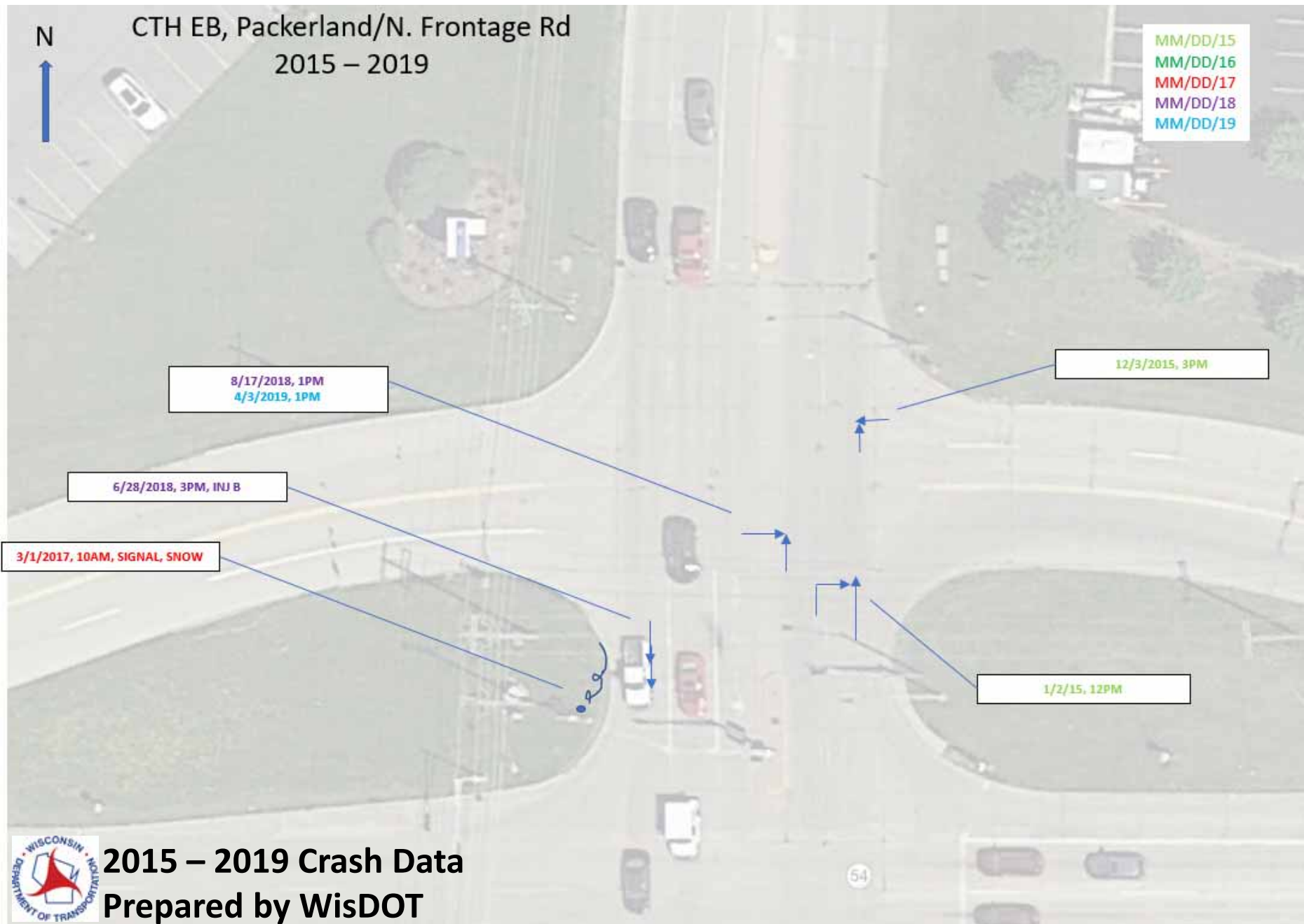


Photo from Bing Maps





# CTH EB, Packerland/S. Frontage Rd 2015 – 2019

MM/DD/15  
MM/DD/16  
MM/DD/17  
MM/DD/18  
MM/DD/19



5/9/2017, 11AM, INJ B

6/9/15, 4PM , PED

10/7/15, 4PM, INJ C  
9/15/2017, 11AM, INJ C  
10/21/2017, 7PM, INJ C  
9/19/2018, 7PM, RAIN INJ C  
11/2/2018, 12PM  
9/20/2019, 7PM, INJ A, MC

11/13/15, 3PM, INJ B  
11/17/2015, 7PM, RAIN  
11/17/2015, 6PM, INJ C, RAIN, Drugs  
2/17/2016, 8AM  
7/18/2016, 8AM, INJ A  
6/6/2017, 3PM, INJ B  
10/15/2017, 12PM  
6/6/2019, 4PM, INJ B  
10/1/2019, 2PM, INJ B, RAIN

9/20/2017, 11AM

1/6/15, 6PM  
1/18/2017, 12PM  
3/15/2018, 9AM, INJ C  
7/9/2018, 3PM, INJ B  
10/23/2018, 4PM, INJ B, ALC  
3/6/2019, 7PM, INJ C  
3/15/2019, 4PM, INJ B

County Nat Eb

5/17/2017, 12PM

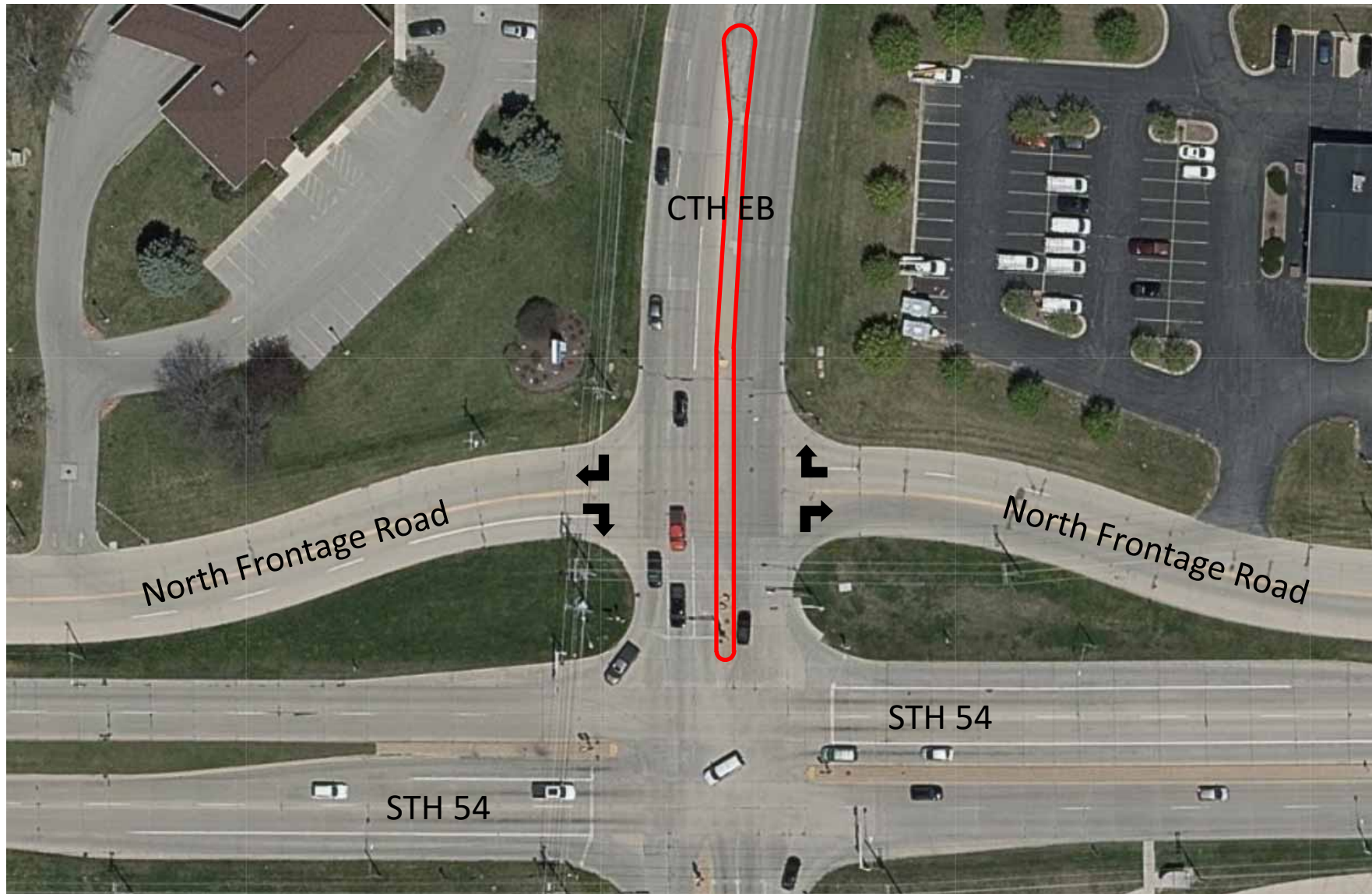
8/15/15, 1PM, INJ A  
2/28/2017, 5AM, INJ C  
6/27/2018, 2PM, INJ C  
3/30/2019, 12PM

© 2020 Google



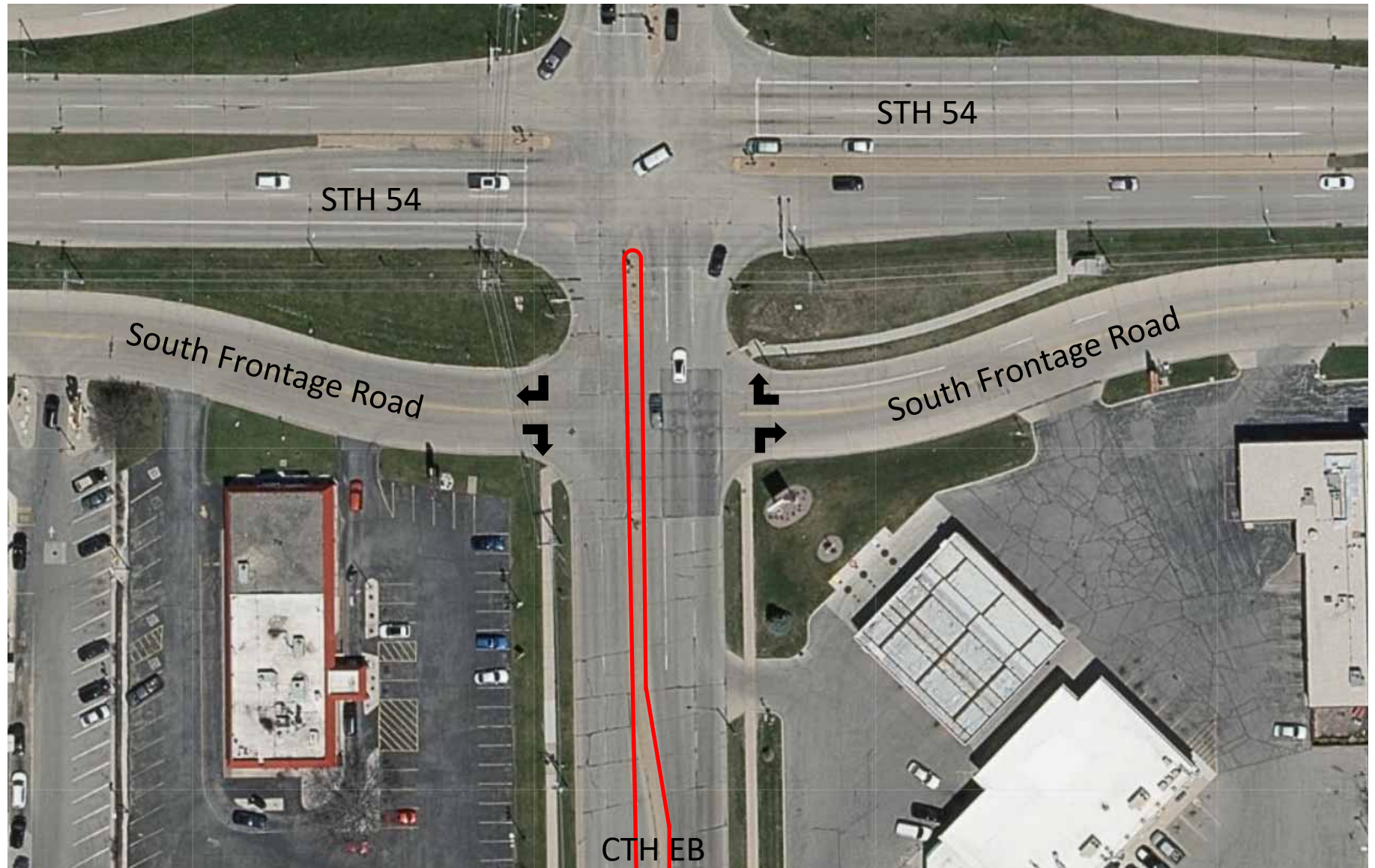
2015 – 2019 Crash Data  
Prepared by WisDOT

**Proposed raised median eliminating left turn movements.**

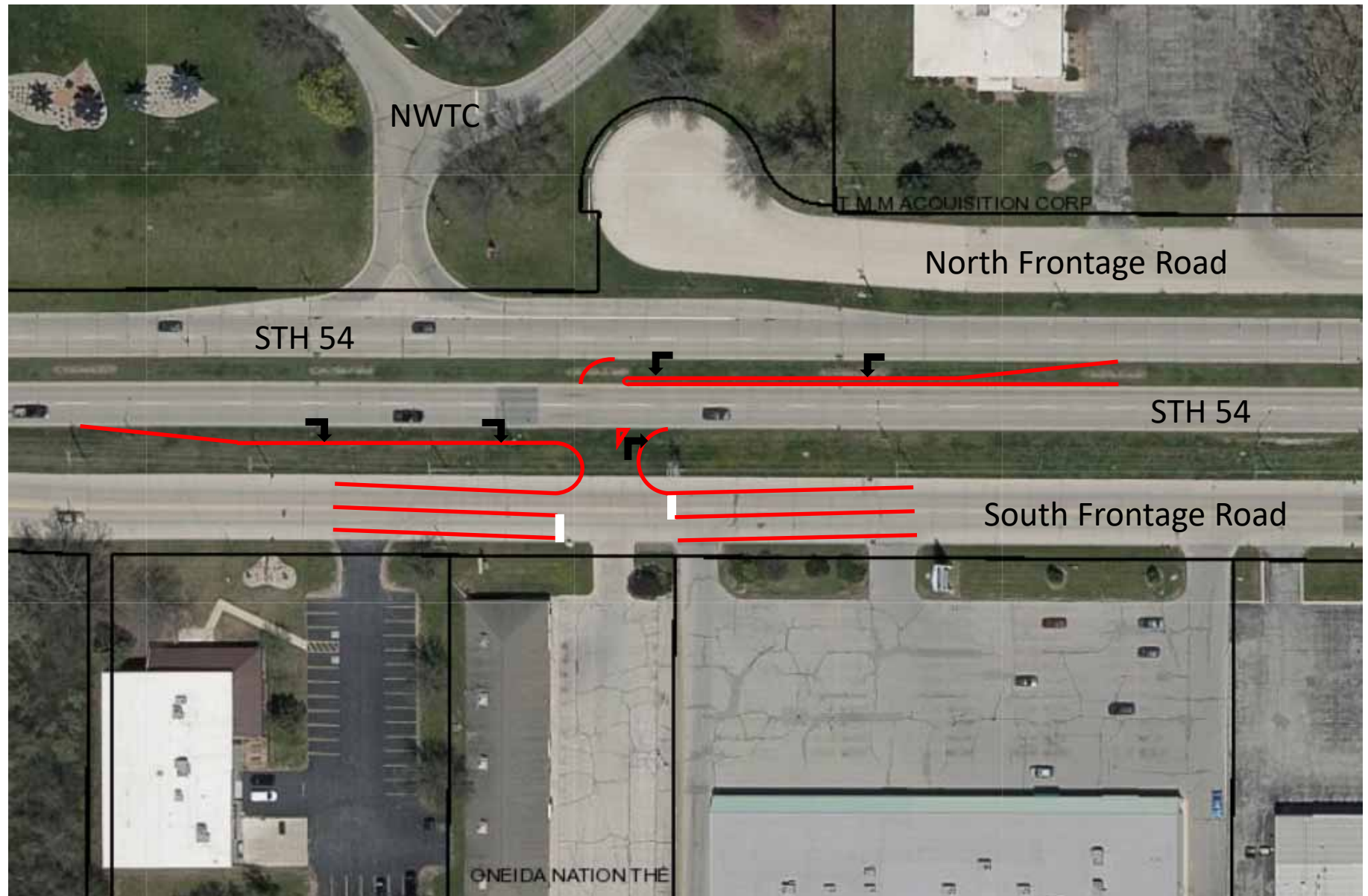




**Proposed raised median eliminating left turn movements.**



**Proposed frontage road access west of CTH EB.**





**View looking west at possible  
frontage road access location.**



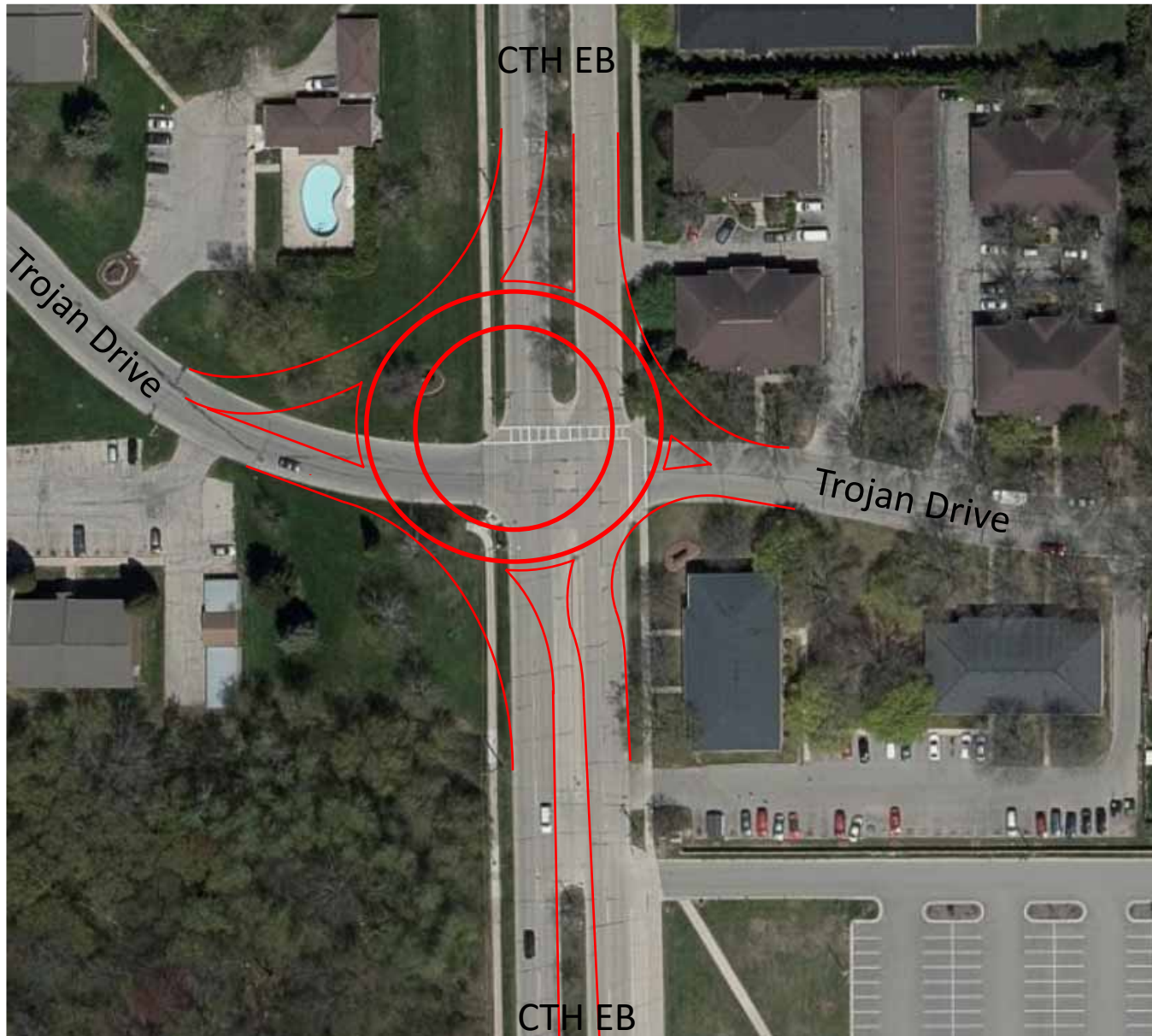


**CTH GV access control, similar to what is proposed along STH 54 to the south frontage road.**



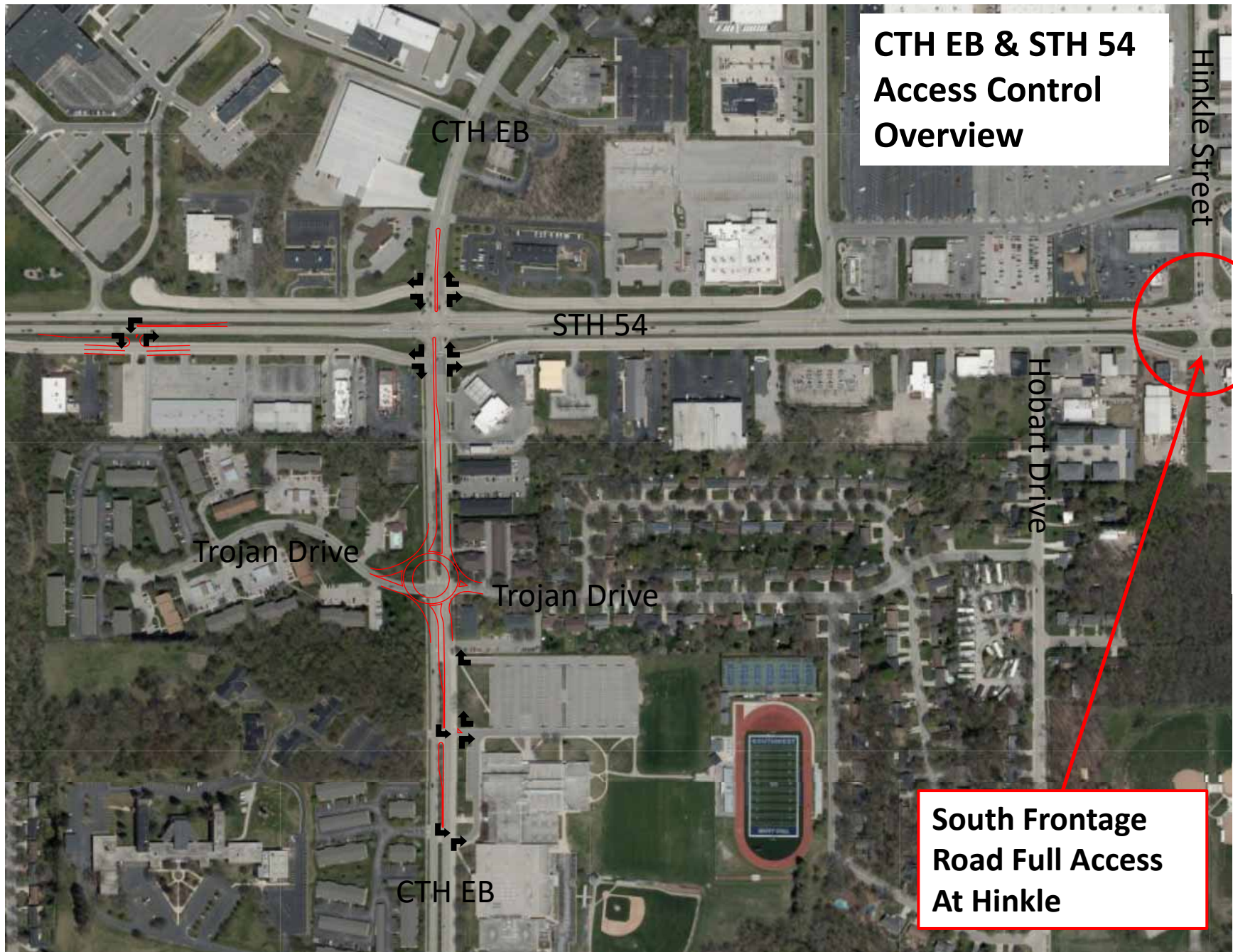
Photo from Bing Maps

## Proposed roundabout at Trojan Drive









**CTH EB & STH 54  
Access Control  
Overview**

Hinkle Street

STH 54

Trojan Drive

Trojan Drive

Hobart Drive

CTH EB

**South Frontage  
Road Full Access  
At Hinkle**





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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # N.7**

To approve the request by Parks Department and Department of Public Works to accept a NRDA Grant to fund improvements at the Green Bay Metro Boat Launch.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. 283 Project Acceptance Letter\_2021\_CityofGB\_signed





## Fox River/Green Bay Natural Resource Trustee Council

U.S. FISH AND WILDLIFE SERVICE  
2661 Scott Tower Drive  
New Franken, Wisconsin 54229-9565  
Telephone 920/866-1753  
FAX 920/866-1710

June 4, 2021

Trista Hobbs  
City of Green Bay  
100 North Jefferson Street  
Green Bay, WI 54301

Dear Ms. Hobbs:

Thank you for bringing a natural resource restoration project consistent with the 2003 Joint Restoration Plan and Environmental Assessment for the Fox River and Green Bay Area (Restoration Plan) and the 2016 Updated Restoration Plan and Environmental Assessment for the Fox River and Green Bay Area (Update) to our attention. The restoration project titled "Green Bay Metro Boat Launch Improvements (Project #283)" has been selected by the Fox River/Green Bay Natural Resource Trustee Council (Council) for implementation. The Council has agreed to allocate \$200,000 towards the proposed project.

The Council has agreed to provide funds to implement the project as presented because of the specific restoration/compensation values described. If circumstances cause any change to the project, you must forward such change or substitution proposals to the Council for review and approval. Any proposed changes or substitutions must be consistent with the Restoration Plan and Update, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and other applicable legal authorities. Please contact me to confirm that the restoration project remains as it was proposed or to update me on any project scope changes that have been necessary.

It is the policy of the Council to assure that projects funded with natural resource damage assessment and restoration settlement funds are achieving the desired goals of the Restoration Plan and Update for the Lower Fox River/Green Bay PCB site. In order to be able to respond to agency and public inquiries on this, the Council requires the submittal of annual progress reports for all selected projects. The first progress report to the Trustees will be due on January 31, 2023. An electronic copy of the report formats will be forwarded to you by electronic mail.

In order to transfer funds for this project, a grant agreement must be put in place through the U.S. Fish and Wildlife Service. Be sure to contact us at least three months in advance of initiating project activities or needing funds in hand, as this process can take time. We will work with you throughout the process to complete the necessary steps through the online

system: GrantSolutions.gov. Once the grant agreement paperwork is completed, you will receive an official 'notice of award' letter confirming the funding transfer. There will be a separate annual report required through the grant agreement process that will be included in the notice of award letter.

The Council requests recognition of their role in support of the restoration project listed above in all written or verbal references. Any signs or plaques of acknowledgment posted at the restoration project site should include the Council. The Council will also supply a sign with the Trustee logo for posting at project sites. You may contact me for an electronic copy of the council logo if needed.

Should you have questions, or if I can be of any further assistance, please contact me at the address or telephone numbers listed above or by electronic mail at [betsy\\_galbraith@fws.gov](mailto:betsy_galbraith@fws.gov).

Sincerely,



Betsy M. Galbraith  
Trustee Council Coordinator



Trina Soyk  
Restoration Coordinator



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # N.8**

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

- A. LEICHT PARK FENDERING AND MOORING
- B. SEWERS 3-21 N. DANZ AVENUE STORM SEWER
- C. SEWERS 4-21 (MINI SEWER)
- D. SEWERS 5-21 EAST SHORE DRIVE SANITARY LIFT STATION

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # N.9**

To approve the award of the following contracts:

A. SEWERS 2-21 (BASIN REPAIR) to the low responsive bidder, PTS Contractors, Inc., in the amount of \$717,000.

B. WSG 1-21 TUCK POINTING to the low responsive bidder, Berglund Construction Co., in the amount of \$87,560.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. Bid Summary - Public SEWERS 2-21 (BASIN REPAIR)
2. Bid Summary - Public WSG 1-21 TUCK POINTING

**CITY OF GREEN BAY, WISCONSIN**  
**SUMMARY OF BIDS FOR CONTRACT**

**SEWERS 2-21 (BASIN REPAIR)**

**Tuesday, June 15, 2021**

| Contractor                       | Bid                 | Bid Bond  |
|----------------------------------|---------------------|-----------|
| <b>PTS CONTRACTORS, INC.</b>     | <b>\$717,000.00</b> | <b>5%</b> |
| DEGROOT, INC.                    | \$726,142.53        | 5%        |
| JOSSART BROTHERS, INC.           | \$730,806.95        | 5%        |
| FEAKER & SONS CO., INC.          | \$751,194.85        | 5%        |
| ADVANCE CONSTRUCTION, INC.       | \$778,891.15        | 5%        |
|                                  |                     |           |
|                                  |                     |           |
|                                  |                     |           |
|                                  |                     |           |
| Any questions, call 920-448-3100 |                     |           |



**CITY OF GREEN BAY, WISCONSIN**  
**SUMMARY OF BIDS FOR CONTRACT**

**WSG 1-21 TUCK POINTING**

**Tuesday, June 15, 2021**

| Contractor                                  | Bid             | Bid Bond  |
|---------------------------------------------|-----------------|-----------|
| <b>BERGLUND CONSTRUCTION CO.</b>            | <b>\$87,560</b> | <b>5%</b> |
| CENTRAL RESTORATION, LLC                    | \$94,324        | 5%        |
| BUILDING RESTORATION CORP.                  | \$119,497       | 5%        |
| STATZ RESTORATION                           | \$130,180       | 10%       |
| WESTERN CONSTRUCTION GROUP                  | \$132,455       | 5%        |
| RAM CONSTRUCTION SERVICES OF MINNESOTA, LLC | \$142,270       | 5%        |
|                                             |                 |           |
|                                             |                 |           |
|                                             |                 |           |
| Any questions, call 920-448-3100            |                 |           |



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # N.10**

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

A. Granting of Licenses

I. Sidewalk Builder

- a. A & M Concrete and Construction
- b. Carter Construction
- c. Complete Concrete Solutions LLC
- d. Douglas J. Maurer Concrete, LLC
- e. Lakefront Flatwork and Construction
- f. Skyline Contractors LLC
- g. Total Construction

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.1**

To hold a renewal application for a "Class B" Combination license by the Cannery Market, LLC at 320 N. Broadway Suite 101 until the August 23, 2021 Protection & Policy Committee meeting.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. 320nbroadway-renewal



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.2**

To approve a change of agent for Pit Row, Inc. at 2030 University Ave.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Schedule for Appointment of Agent - Cindy 2021



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.3**

To approve a change of agent at Lost Bandito's West LLC at 2335 W. Mason St.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Liquor License Change of Agent Form- Los Banditos





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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.4**

To approve a request by The Automobile Gallery at 400 S. Adams St. to extend their licensed premises to the parking lot on July 10, 2021 subject to complaint.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. City Clerk permit request
2. DJI\_0009
3. DJI\_0041



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.5**

To approve a renewal application for a "Class B" Combination-Reserve license by the Daily Buzz, LLC at 130 E. Walnut St. with a change of agent, with the approval of the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. 130 e walnut-renewalchangeof agent



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.6**

To approve a renewal application for a "Class B" Combination license by Bay Beer Bellys LLC at 708 Bodart St., with the approval of the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. [sharpsscans@greenbaywi.gov](mailto:sharpsscans@greenbaywi.gov)\_20210607\_091610



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.7**

To approve a renewal application for a "Class B" Combination license by Jam Rock GB LLC at 700 Bodart St., with the approval of the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. renewal applicationN\_700bodart



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.8**

To approve a renewal application for a "Class B" Combination license by MO-J Willis Inc. at 2035 University Ave., with the approval of the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. [sharpsscans@greenbaywi.gov](mailto:sharpsscans@greenbaywi.gov)\_20210607\_101554





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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.9**

To approve a renewal application for a "Class B" Combination license by Belgium, LLC at 2600 Niagara Tr., with the approval of the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. 2600niagaratrail



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.10**

To approve a renewal application for a "Class B" Combination license by Chepbop, LLC at 709 S. Broadway, with the approval of the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. renewal application-709sbroadway



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.11**

To approve a renewal application for a "Class A" Liquor and Class "A" Beer license by Nicolet Gas, Inc. at 2260 Nicolet Ave., with the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. 2260nicolet
2. IMG



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.12**

To waive the ordinance requirements for an outdoor premise with respect to fence height and imperviousness and to approve an application for a "Class B" Combination license for Captain Jack's LLC at 101 Bay Beach Rd. with a licensed premises description as "2 BUILDING IN CENTER OF SOUTH BAY MARINA, SWIM POOL, PATIOS TO EAST AND SOUTH," with the approval of the proper authorities.

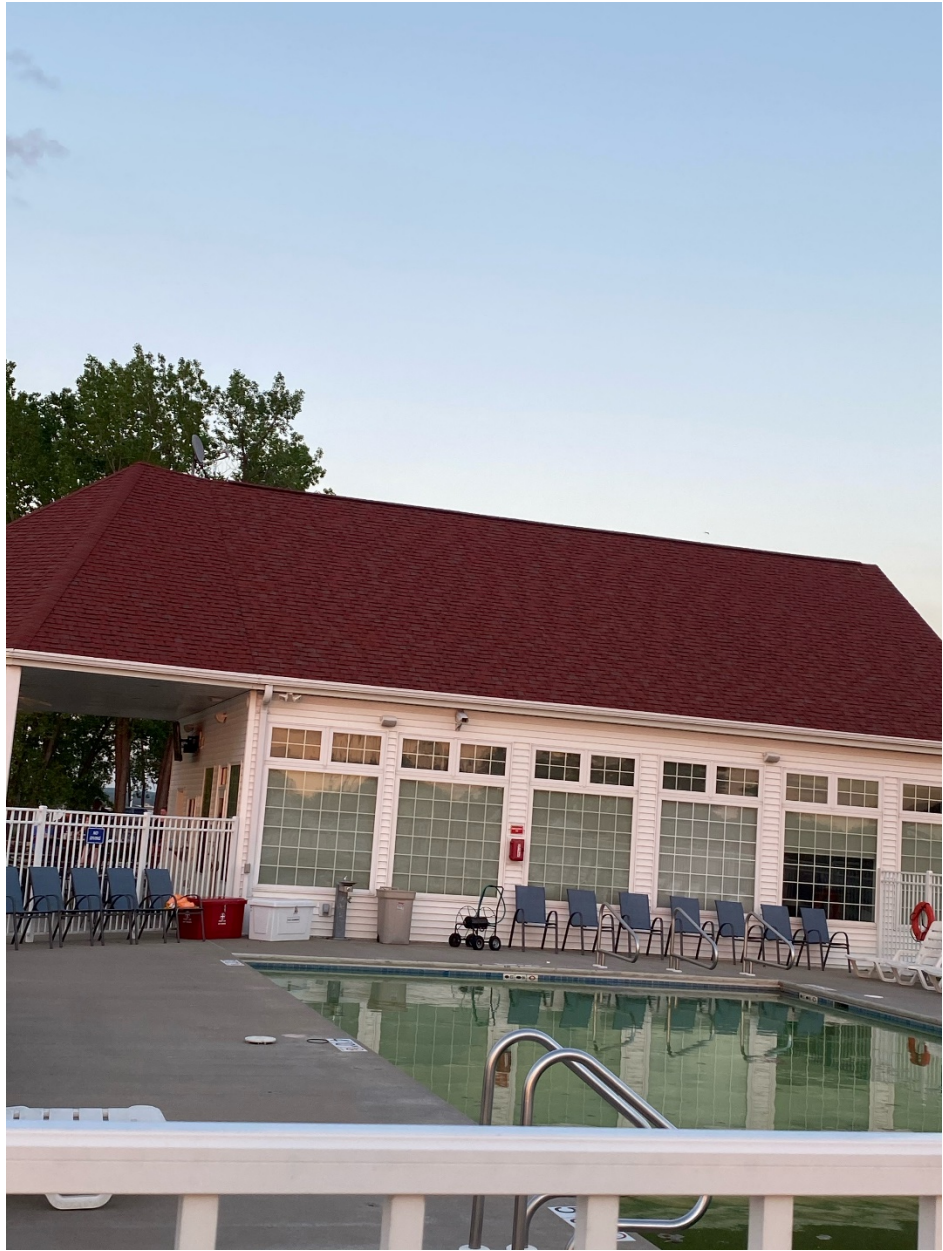
**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

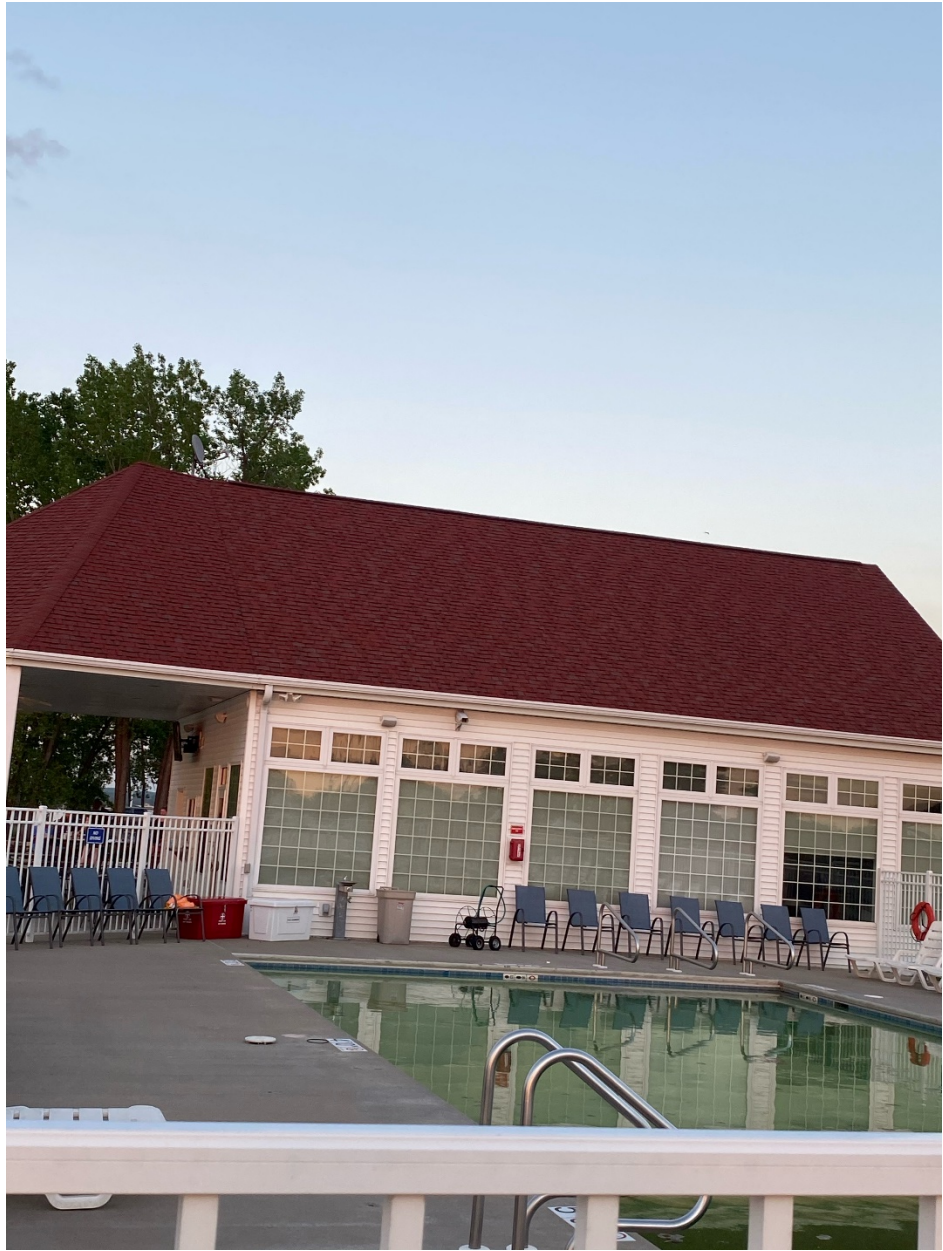
1. 101 BAY BEACH RD\_ORG.
2. patiopictures101baybeachrd













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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.13**

To approve a liquor license renewal application for the 2021-2022 license year for Captain's Jack LLC at 101 Bay Beach Rd, pending the approval of the original application at the June 29 Council meeting, with the approval of the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. RENEWALAPPLICATION\_101baybeachrd





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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.14**

To refer to staff a request by Alder Dorff to extend the term length of alderpersons.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None





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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.15**

To receive and place on file the Report on Homelessness, Green Bay Police Department.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. 6.4 Report



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

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # O.16**

To receive and place on file The Liquor Violation Report for June 21, 2021.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. Report June 21 2021
2. 20LiqVio
3. 21LiqVio

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

**June 29, 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**

|                               |                         |                      |
|-------------------------------|-------------------------|----------------------|
| Albrecht, Madeson P           | Charles-Hall, Shirley A | Howarth, Amy J       |
| Alderton, Jeffrey J           | Cherney, Joyce M        | Huhtala, Rebecca K   |
| Allen Jr, Ernie R             | Christnot, Richard A    | Janquart, Alice M    |
| Allen, Elijah X               | Coenen, Clayton A       | Jansen, Michelle J   |
| Alvarado, Sheena L            | Corpus, Tina M          | Jenkins, Brianna R   |
| Alvarado-Ortiz, Christopher L | Cummings, Kim R         | Johnson, Brian H     |
| Ambrose, Emily J              | Debban, Patti L         | Jones, Elijah R      |
| Arce, Tanya L                 | Doefer, Douglas J       | Kabacinski, Amanda R |
| Arlt, Jonathan J              | Doxtator, Destiny R     | Kabacinski, Jacob D  |
| Ashmann, Angela M             | Doxtator, Kiandra M     | Kinsella, Logan P    |
| Aubry, Pete                   | Duquaine, Kristin A     | Kinsella, Paul R     |
| Aviles, Mark A                | Edges, Paula M          | Kinzel, Kyle T       |
| Bailey, Laurie J              | Eggers, Kelly L.        | Kluck, Doug J        |
| Baker, Alexander J            | Euclide, Brian J        | Kluth, Mary K        |
| Bartel, Kristin E             | Falconer, Ezekiel Z     | Kozloski, Alana M    |
| Bateman, Matthew L            | Farrish, Hunter J       | Kramer, Marcus L     |
| Bayee, Dominique K            | Ferron, Amanda L        | Kuske, James F       |
| Beard, Alex J                 | Flis, Jack W            | Kuss, Alexandra J    |
| Begotka, Carol J              | Foley, Emma W           | LaCount, Lauri A     |
| Bell, Georgiana M             | Fraker, Jessica M       | Landwehr, Steven M   |
| Berman, Aaron J               | Genthe, Katie M         | Lange, Nathan R      |
| Berton, Cynthia L             | Gerhardt, Jacob R       | Le, Diane H          |
| Blevons, Ruth M               | Gerhardt, Nathaniel L   | Legois, Karen A      |
| Boesen, Olivia A              | Gille, Robert J         | Loberger, Wendy L    |
| Borowitz, Amy S               | Graf, Michelle L        | Maroney, April D     |
| Boucher, Patrick A            | Gregoire, Jennifer L    | Martens, Jacob P     |
| Bouchonville, Scott M         | Guzman, Monica L        | Martinez, Lisa A     |
| Brosz, Susan M                | Hansen, Marilyn J       | Matchopatow, Lisa A  |
| Brown Jr., Robert A           | Haven, Sydney R         | Matzke, Owen D       |
| Buckley, Stacy L              | Hernandez, Tanya M      | Mays, Erin E         |
| Carew, David A                | Hock, Christine A       | Mc Lester, Jacob D   |

Medina, Maria A  
Metoxen, Lisa A  
Metoxen, Saquoia R  
Metoxen, Shadia L  
Metzler, Eileen M  
Moreno, Agnes M  
Mullen, Joshua D  
Munoz, Ana P  
Myers, Jadrek L  
Naniot, Christine M  
Niemi, Isabel M  
Norem, Ashley R  
Orozco Diaz, Katia G  
Ortega Esquivel, Maribel  
Ostrander, Tara AM  
Pardee, Gina M  
Parma, Cynthia M  
Pate, Jessica V  
Peters, Kacci E  
Piefer, Linda L  
Porter, Barbara J  
Process, Sara B  
Radloff, Adam J  
Radomski, Rosemary J  
Rady, David C  
Reed, Doreen J  
Roberts, Denise J  
Robishaw, Trista J  
Romanowski, Rachael M  
Ruttner, Timothy R  
Scherer, Rebecca J  
Schlies, Greg L  
Schroeder, Dennis W  
Sewell, Brandy S.  
Silva, Jolina R  
Skenadore Jr, Gordon L  
Smith, Cynthia J  
Smith, Joshua J  
Solenos, Ellen M

Solero, Erick J  
Sommers, Erika S  
Starr, Cheyenne R  
Stelmach, Kristen A  
Stuebs, Avery M  
Suprise, Regina D  
Theel, Kaylee R  
Thiry, Pamela J  
Thomas, Felicia R  
Thompson, Donald J  
Torres, Maria R  
Torres, Yamilets G  
Valentine, April M  
Valentyn, Daniel J  
Valentyn, Lee T  
Valentyn, Michael L  
Vanden Eng, Kim I  
Vega Pontaza, Sabino  
Victorino, Summer M  
Vincent, Cathy A  
Wagner, Kathryn M  
Wagner, Stormey R  
Webster, Yako S  
Whitehouse, Lauren E  
Wright, Justyn R  
Zeise, Robert A  
Zimmerman, Aaron J  
Zuelke, Paula J



## Report to the Green Bay Plan Commission

### MEETING DATE

June 29, 2021

### PREPARED BY

Paul Neumeyer, Staff

### AGENDA ITEM # Q.1

To authorize a Conditional Use Permit (CUP) for a shelter use in an Office/Residential (OR) district at 108 N. Quincy Street, subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval. (Public Hearing & Meeting 06/07/21)

### BACKGROUND

**Primary Address:** 108 N. Quincy

**Aldersperson/District:** Ald. Randy Scannell / 7

**Reason for Request:** To permit a shelter recovery facility.

**Surrounding Zoning and Land Uses:**

SUBJECT : Office/Residential (OR) - existing home.

NORTH: Office/Residential (OR) - Single-family home

SOUTH: Office/Residential (OR) - Office use

EAST: Office/Residential (OR) - Multi-family use

WEST: Neighborhood Commercial (NC) - Vacant commercial land

**Comprehensive Plan:** The 2022 Smart Growth Plan designates the subject area as Medium Intensity Retail, Office and Housing (MIROH).

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

**Report:** The subject property is located on the northeast corner of E. Walnut Street and N. Quincy Street. The site is one lot with a flag shape totaling approximately 0.24 acres or 10,302 sq. ft. The approval of the request would allow for the construction of a second building on the site as a women's recover facility. The existing structure at 112 N. Quincy Street is used for housing for the Nitschke Center. However, there is no known Conditional Use Permit (CUP) for the site and would be considered nonconforming to current zoning. A copy of the site plan, building elevations and a narrative from the applicant is attached within this agenda packet.

In the review of the Conditional Use Permit (CUP), the Zoning Ordinance Section 12-205(e) establishes seven standards for the Plan Commission to consider when reviewing a CUP:

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.*

The proposed 2 ½ story dwelling contains a total of 5 bedrooms, a shared kitchen and living spaces with two primary covered porches entries facing North Quincy Street. The conceptual site plan is compliant with established setbacks and heights; however, a proposed second driveway is not permitted to the site as it is not allowed under Chapter 13-1700. It was felt by staff that this was not sufficient to prohibit the use but, may result in a redesign or a possible variance.

Staff feels the proposed use is an acceptable and consistent with existing land uses for the immediate neighborhood and meets the standards for CUP approval. Ald. Randy Scannell and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no informational calls regarding this request.

## RECOMMENDATION

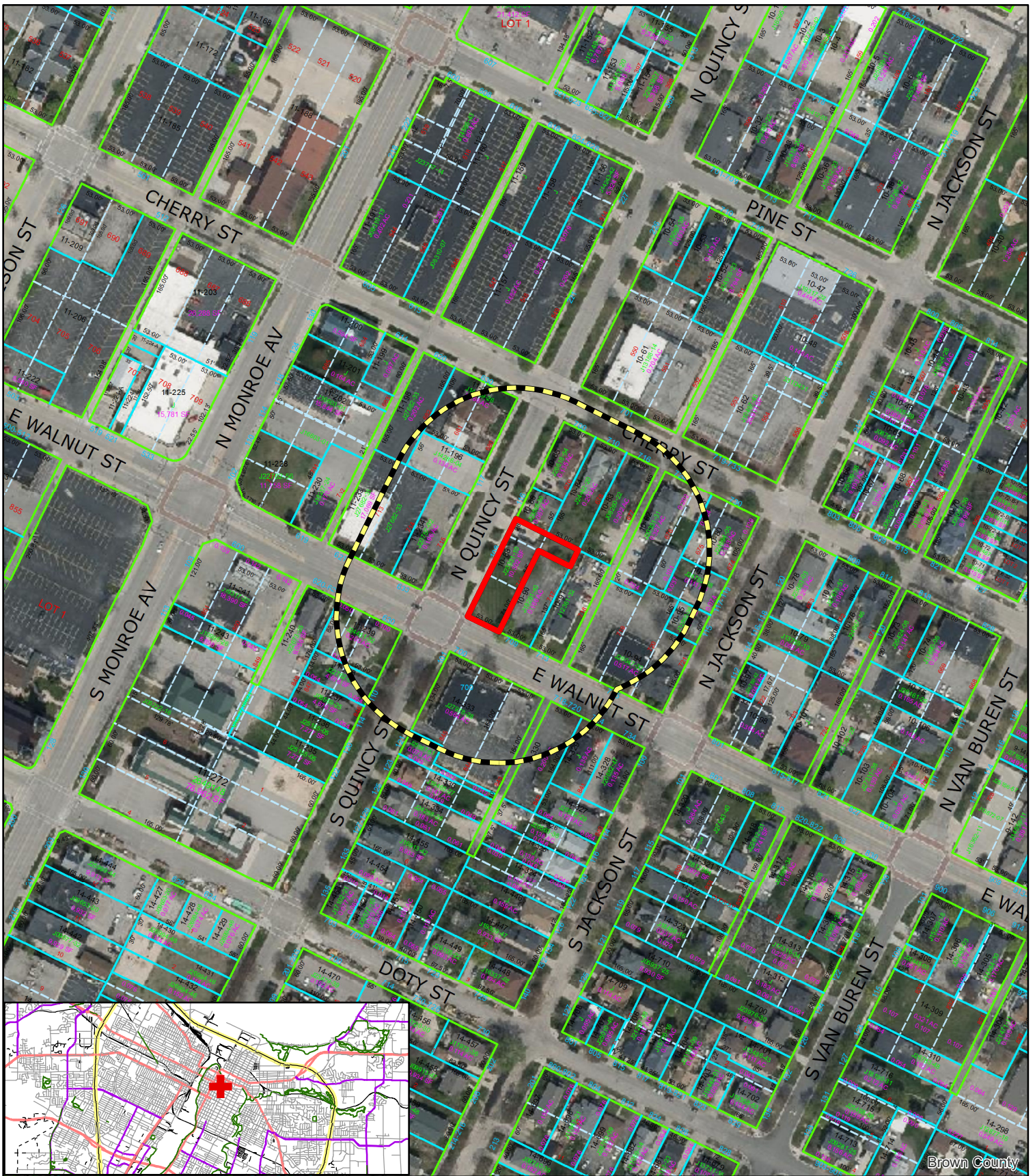
Approval of request, subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

## FISCAL IMPACT

## ATTACHMENTS

1. ZP 20-40 letter
2. Lawrence Connors Letter RNC
3. X-1110
4. 20-437-T JNC RECOVERY HOUSE





**Zoning Petition (ZP 20-40)**  
**Proposed Conditional Use Permit (CUP)**  
**108 North Quincy 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





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Nancy Thompson

Ann Weiss

## Jackie Nitschke Center, Inc.

630 Cherry St.  
Green Bay, WI 54301

P 920-435-2093

F 920-435-2580

Mr. Paul Neumeyer  
Zoning Administrator  
City of Green Bay  
100 N. Jefferson Street  
Green Bay, WI 54301

Dear Mr. Neumeyer,

I am writing on behalf of the Jackie Nitschke Center in support of a Conditional Use Permit for the building of a proposed home on the northeast corner of Quincy Street and E. Walnut Avenue. The Jackie Nitschke Center currently owns the parcel on this corner and would like to build a Women's Recovery Home on this lot. Drury Designs, Inc. has agreed to serve as the general contractor for this project and will serve as the lead contact regarding design.

I hope that the following information is useful in providing information regarding the operations of this proposed home:

## FOUNDATION

The Jackie Nitschke Center is a non-profit community organization whose mission is to serve adults and families facing the struggles of substance addiction and mental health challenges. We provide life-saving hope, healing, and recovery to create stronger families and healthier communities throughout Northeast Wisconsin. Jackie Nitschke Center Recovery Homes is a program that exists to provide support and a peer community to adults who are in recovery. Recovery houses are safe, healthy, family-like substance-free living environments that support individuals in recovery from addiction. Recovery housing benefits individuals in recovery by reinforcing a substance-free lifestyle and providing direct connections to other peers in recovery, mutual support groups and recovery support services. All admission decisions are made by JNC staff.

Residence at the recovery home is an opportunity to establish a sober lifestyle and a higher level of recovery, while giving back to the community. We encourage residents to strive to be on their own within 18 months of living in the house.

## OPERATIONS

The proposed Women's Recovery Home would serve up to eight residents at a time. Residents pay rent to the Jackie Nitschke Center and receive housing, including utilities, as well as support services provided through the Recovery Home Coordinator employed by the Jackie Nitschke Center. One of the home's residents is selected to serve as House Liaison and coordinates weekly house meetings, random drug screening, and ensure that assigned household maintenance chores are completed.

Residents must maintain sobriety, attend community support meetings three times per week, and either be employed and/or enrolled in school at least 20 hours per week. Residents are also required to meet with the Recovery Home Coordinator once per month for a check-in. Strict curfew and visitor guidelines are in place and no children are allowed to remain in the home overnight.



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Residents are allowed one vehicle per resident and may use the driveway at the home or use the Jackie Nitschke Center parking lot across the street from the proposed home.

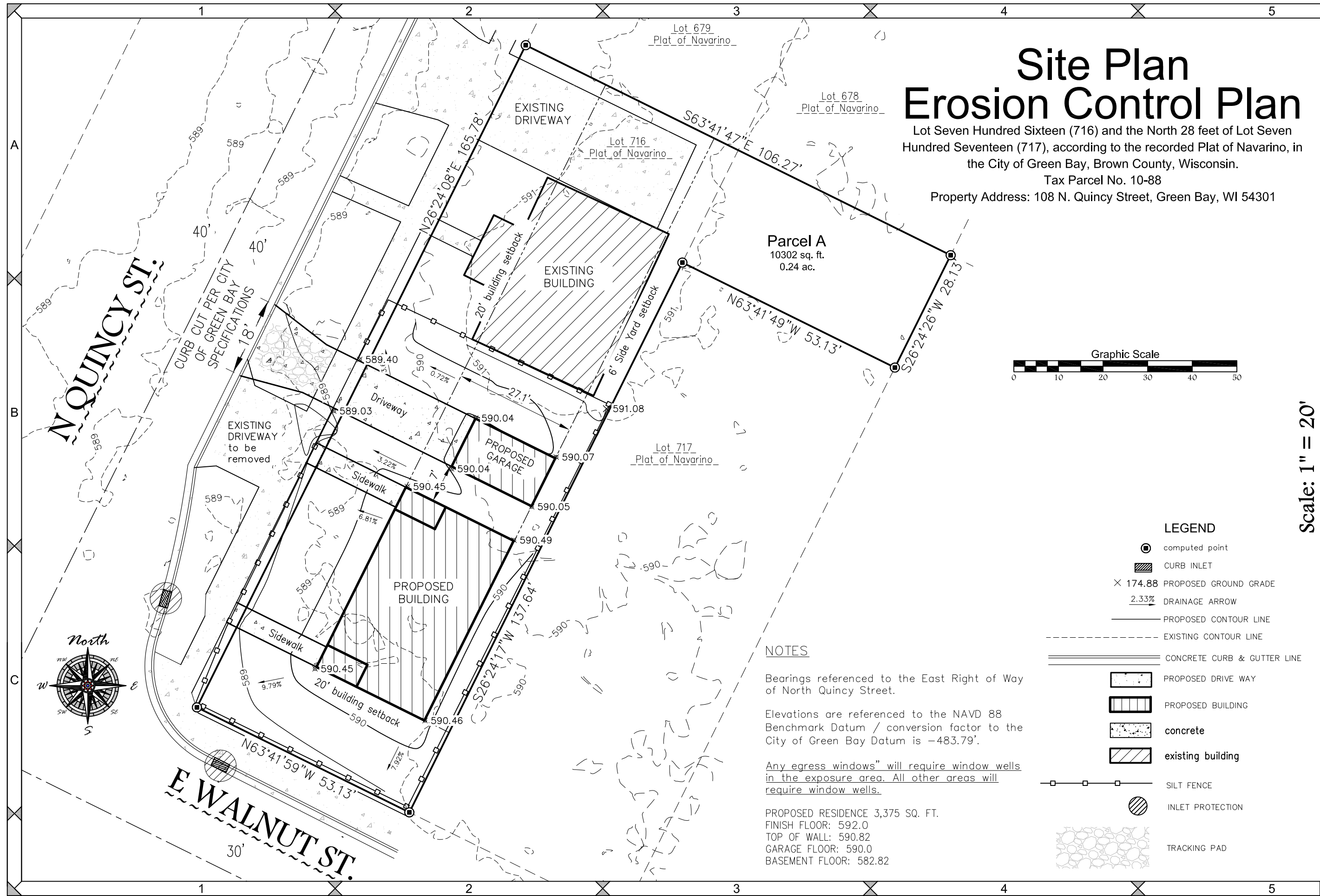
The proposed home would be adjacent to an identical Women's Recovery Home operated by the Jackie Nitschke Center at 112 N. Quincy Street (known as the Sandy Fabry Home). The Jackie Nitschke Center has owned the Sandy Fabry Home for over fifteen years. The Jackie Nitschke Center also operates a Men's Recovery Home at 700-702 Pine Street, approximately one block north of the proposed home.

I hope that this information is useful for any deliberations regarding zoning. If you need further information, please do not hesitate to call me at 920-435-2093 or contact me at [lconnors@jackienitschkecenter.com](mailto:lconnors@jackienitschkecenter.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Lawrence J. Connors'.

Lawrence J. Connors  
Chief Executive Officer



Sheet One of One  
Project No.: F-14881  
Drawing No.: X-1110

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

Client: Jackie Nitchke Center  
Tax Parcel: 10-88  
Drafted By: JRW  
File: F-14881SitePlan 072020.DWG



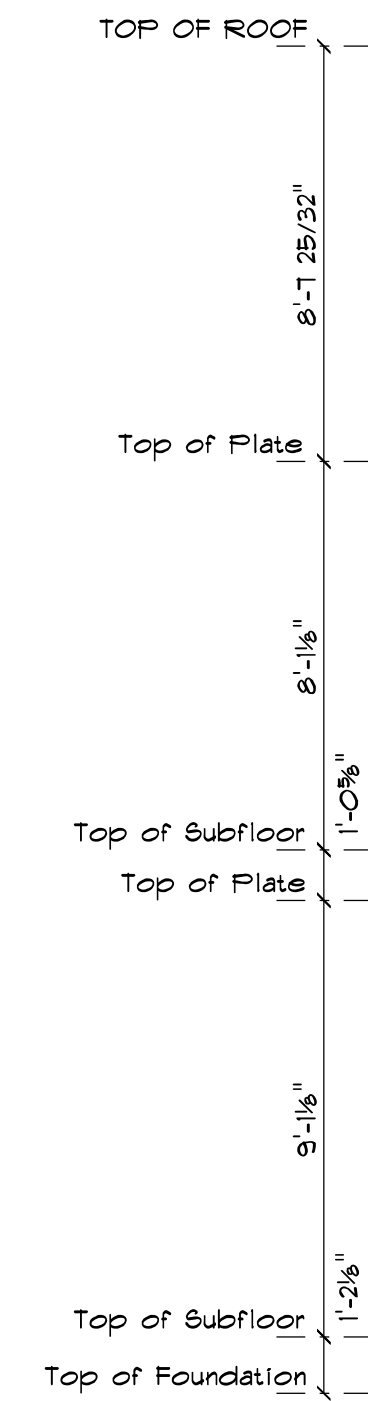
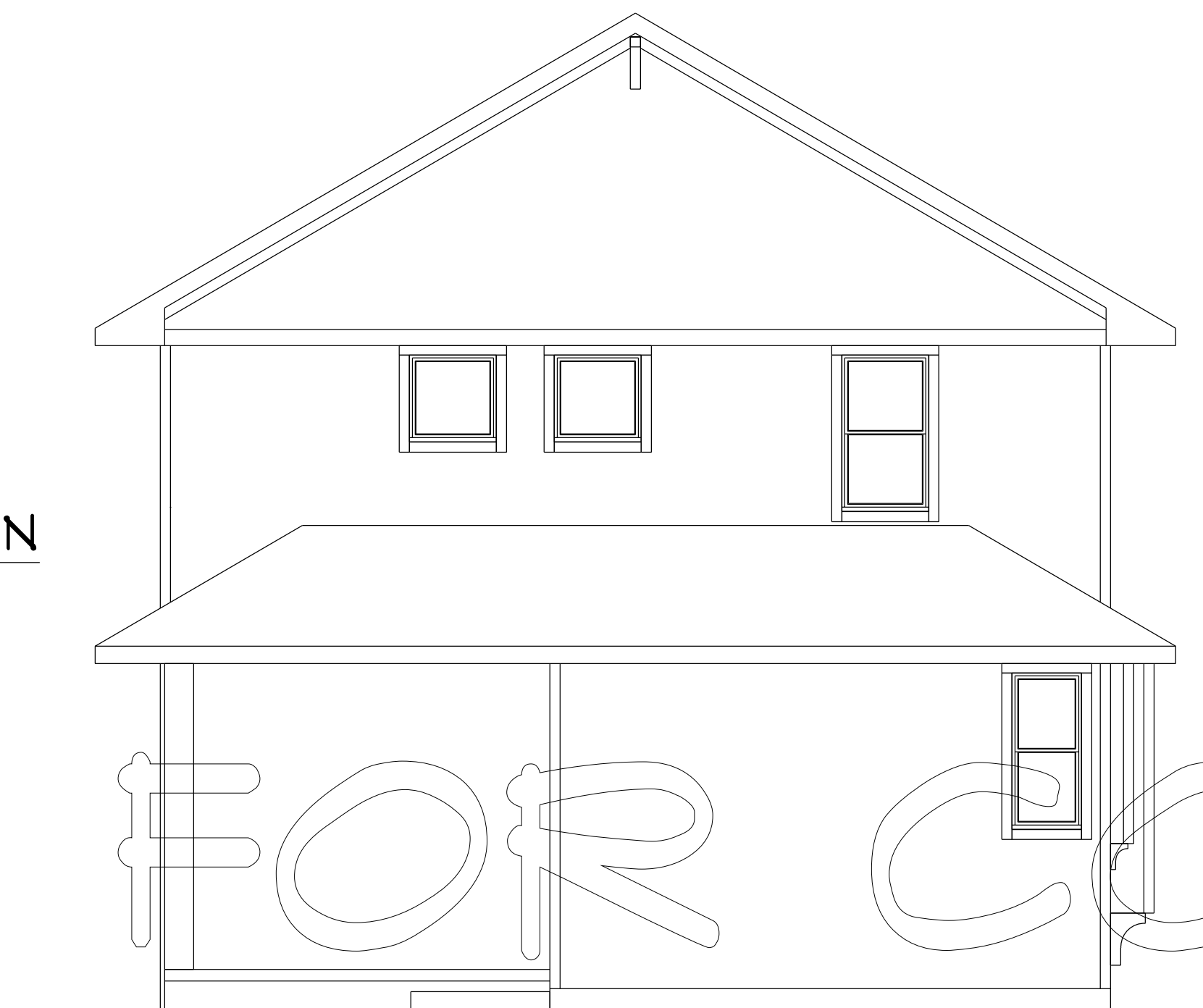


LEFT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



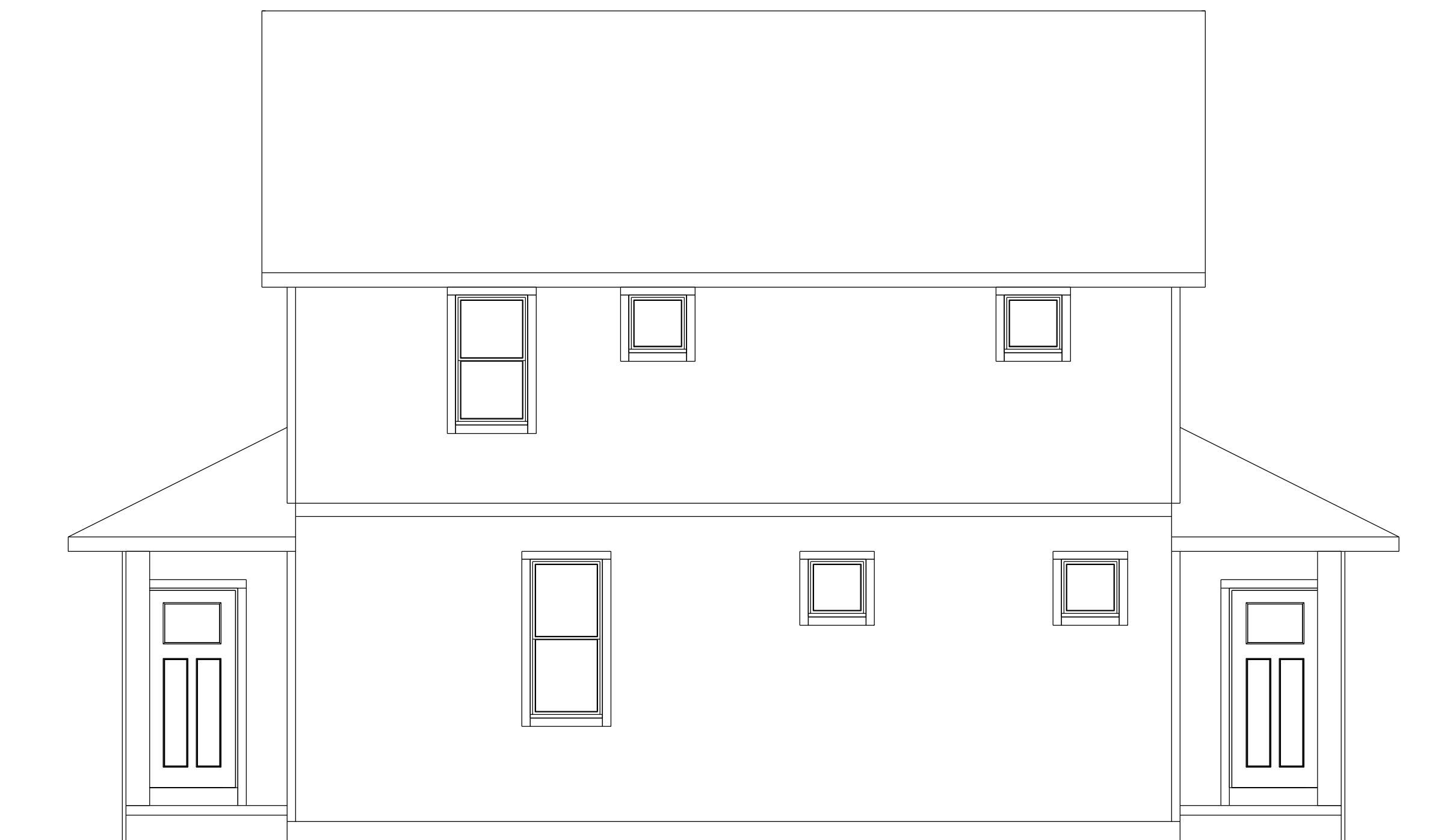
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



SQUARE FOOTAGE:

|                    |      |
|--------------------|------|
| FIRST FLOOR:       | 1018 |
| SECOND FLOOR:      | 831  |
| FINISHED BASEMENT: | 615  |
| FRONT PORCH:       | 58   |
| REAR PORCH:        | 64   |



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

IMPORTANT NOTE:  
\* IT IS AGREED THAT, ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.  
\* IT IS UNDERSTOOD THAT THE WISCONSIN SAFETY AND PROFESSIONAL SERVICES CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

MAILING ADDRESS:  
P.O. BOX 10001  
GREEN BAY, WI 54307-10001

OFFICE:  
GREEN BAY, WI 54303  
GREEN BAY, WI 54303  
PHONE (920)436-1080  
FAX (920)436-1080

COMPONENTS:  
TERESA  
GREEN BAY, WI 54303  
PHONE (920)436-1080  
FAX (920)436-1080

CUSTOM DESIGNED FOR: JACKIE NITSCHKE CENTER

JOB NAME: WOMEN'S RECOVERY HOUSE

DATE: AUGUST 26, 2020

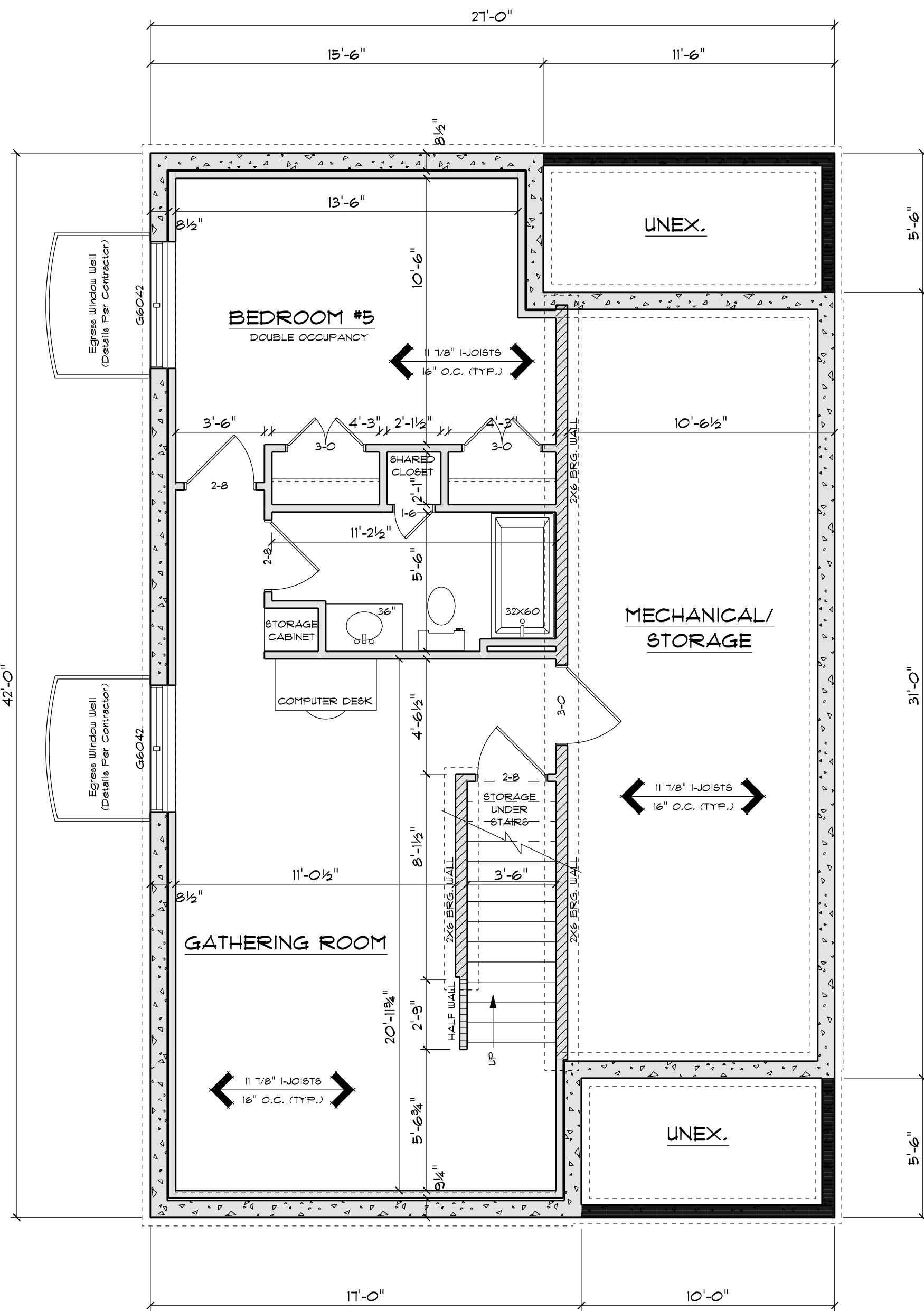
DRAWN BY: JILL VERHAAGH

PLAN #:

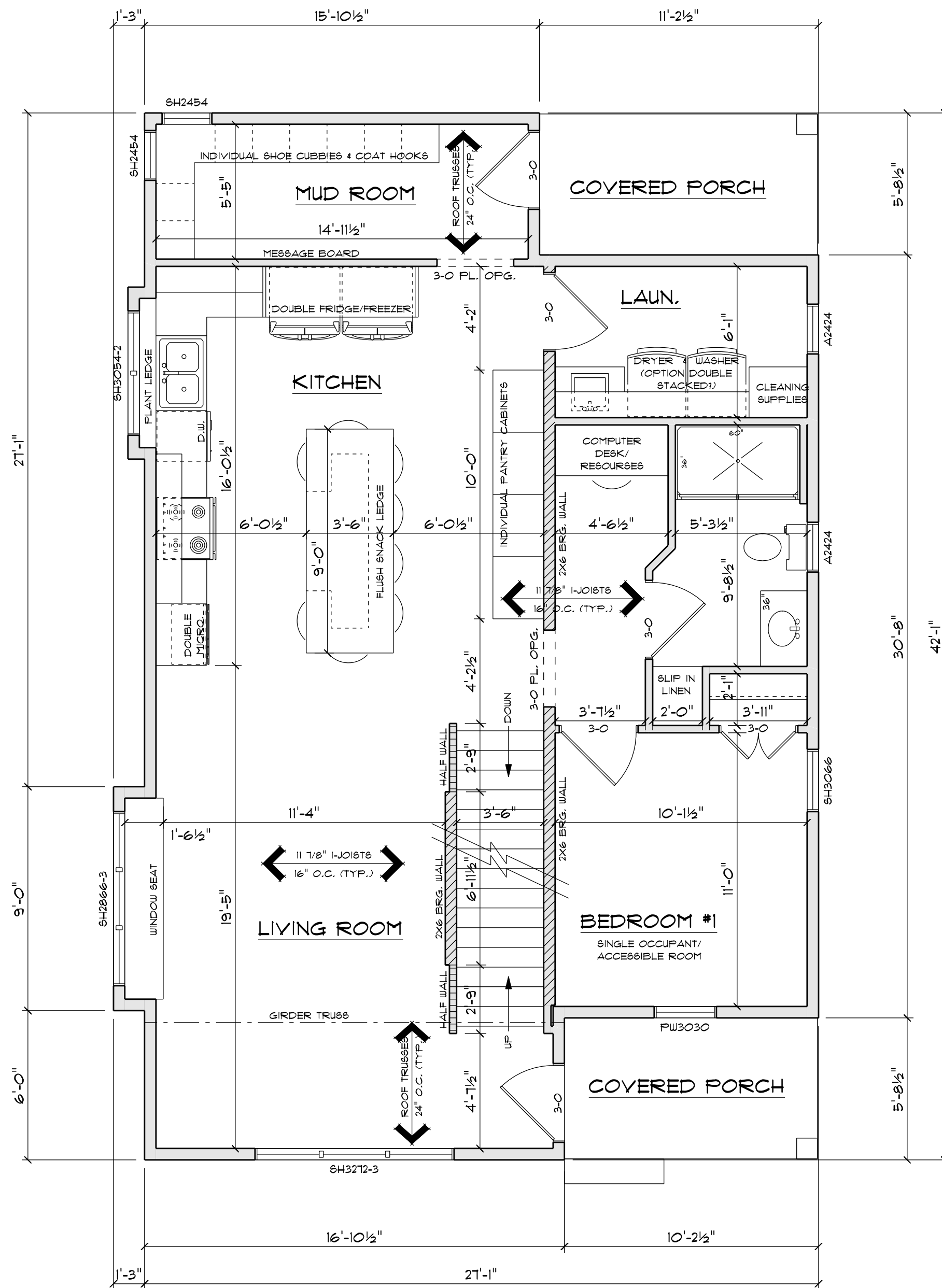
REVISIONS:

20-431-T

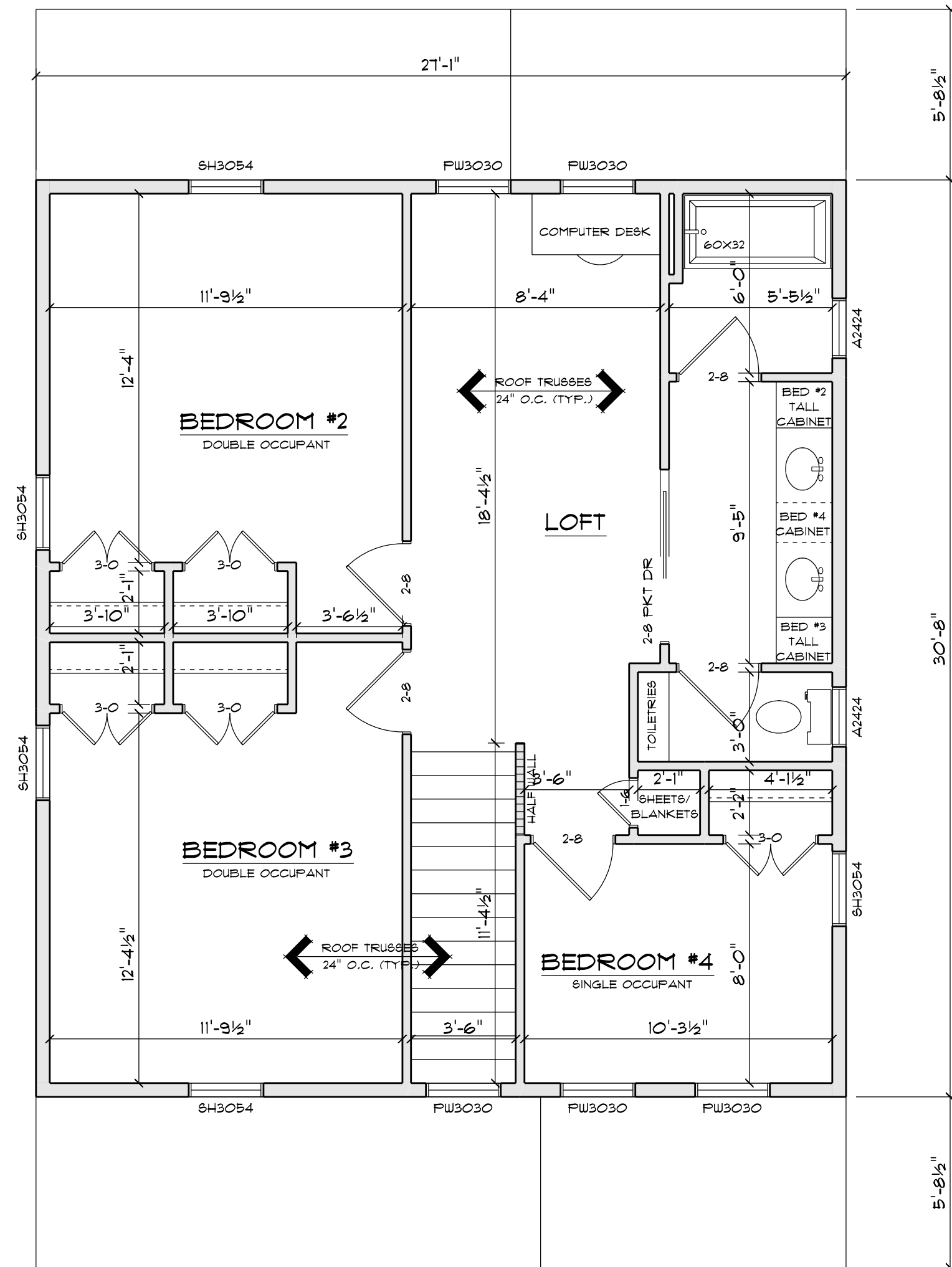




FOUNDATION PLAN  
SCALE: 1/4" = 1'-0"



FLOOR PLAN  
SCALE: 1/4" = 1'-0"



SECOND FLOOR PLAN  
SCALE: 1/4" = 1'-0"

| SQUARE FOOTAGE:    |      |
|--------------------|------|
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 P.O. BOX 10001  
 GREEN BAY, WI 54307-10001  
 OFFICE:  
 1000 GREEN ROAD  
 GREEN BAY, WI 54303  
 PHONE (920)436-5080  
 FAX (920)436-5084

**Wisconsin**  
 BUILDING SUPPLY

CUSTOM DESIGNED FOR:  
**JACKIE NITSCHKE CENTER**  
 JOB NAME: WOMEN'S RECOVERY HOUSE  
 DATE: AUGUST 26, 2020  
 DRAWN BY: JILL VERHAAGH  
 PLAN #: **20-431-T**

-NOT FOR CONSTRUCTION-



## Report to the Green Bay Plan Commission

### MEETING DATE

June 29, 2021

### PREPARED BY

Paul Neumeyer, Staff

### AGENDA ITEM # Q.2

To authorize a Conditional Use Permit (CUP) for a drive-through facility at 1979 Main Street, subject to:

- a) The property owner/applicant initiate a land division and proposal for future land use(s), prior to occupancy of the proposed restaurant, to find an appropriate land use for the remnant land beyond the scope of the proposed restaurant.
- b) Approval of the Traffic Impact Analysis (TIA) and conditions of approval by the City Traffic Engineer.
- c) Approval of the requested variance by the Board of Appeals regarding the F.A.R. requirement.
- d) Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

(06/07/21)

### BACKGROUND

**Primary Address:** 1979 Main Street

**Aldersperson/District:** Ald. Lynn Gerlach / District 3

**Reason for Request:** To permit a drive-through restaurant.

**Surrounding Zoning and Land Uses:**

SUBJECT: General Commercial (CI)/Low Density Residential (RI), existing restaurant and parking.

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

SOUTH: General Commercial (CI) - Commercial land uses

EAST: General Commercial (CI) - Commercial land uses

WEST: General Commercial (CI) - Commercial land uses

**Comprehensive Plan:** The 2022 Smart Growth Plan designates the subject area as Commercial.

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:** This item was held at the April 12, 2021, Plan Commission meeting for further information related to the impact of the Traffic Impact Analysis (TIA) and consideration is given by the applicant regarding the future zoning and land use(s) of the balance of the property. Regarding the second point first, staff was able to reach out to the applicant regarding remnant portion of property beyond the proposed scope of the Popeye's restaurant. The applicant has shown a willingness to work with the City on potential land uses for the area; however, they are not prepared for definitive plans at this time. Staff has listed as a condition of approval, which would require the property owner/applicant initiate a land division and rezoning request prior to occupancy in the proposed restaurant to address future land use(s) beyond the scope of the restaurant development.

Regarding the TIA, the review and approval of the analysis continues as of the drafting of this report. The latest correspondence from the City Traffic Engineer and the traffic consultant for the applicant is attached within this agenda packet. Staff has brought this request back for consideration as staff can no longer delay the request without input from the Plan Commission and eventually the Common Council. The applicant has a timeline for construction that would become more problematic with further delays. Staff is supportive of the request as it does fit within the Main Street commercial corridor and represent new investment in the area with an ability provide a transitional use with the remnant parcel of property north of the proposed restaurant. The traffic analysis will continue if this item is forwarded to the Common Council for their consideration and has been listed as a condition of approval for the CUP.

The following is the staff's report from the April 12, 2021, Plan Commission meeting:

The subject property is located along the northeast side of Main Street just west of the intersection of Main Street and East Mason Street. The site has a long history as a restaurant/banquet/supper club use. The parcel contains approximately 45,208 sq. ft. or 1.04 acres and is a flag shaped lot with frontage on Main Street as well as St. Bernard Court.

The parcel has a General Commercial (C1) zoning for a majority of the parcel and a Low Density Residential (R1) portion along St. Bernard Court. There are no immediate plans to adjust the zoning or to redevelop the balance of the property instead, the applicant would like to pursue the Conditional Use Permit (CUP) for the drive-through restaurant. The proposed Popeye's restaurant is similar in design to the existing one constructed along the northeast corner of W. Mason Street and Taylor Street constructed last year.

Access would come via an existing drive along Main Street used for the existing restaurant, access is prohibited to St. Bernard Court as the R1 zoning would prevent a commercial driveway. Although not applicable in this case, the proposed site layout does comply with the recently discussed drive-through ordinance modifications.

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 deficiencies with the second (2), fifth (5) and seventh (7) standard:

Standard 2: The proposed development would disturb approximately 38,000 sq. ft. of the 84,506 total lot sq. ft. The balance of the property is surfaced parking for the current restaurant and is to be left in-place under

this current phase of the project. Included within this remnant area of the site is both CI zoning on the western half of the parcel and an R1 zoning portion fronting St. Bernard Court. Although this phase of the project retains the entire parcel, the result of the proposed development cuts off access from the Main Street frontage and creates a land-locked portion of land that does not have access, except through St. Bernard Court, a residential street. This portion of property could be considered as a transitional area to the adjoining single-family homes by the possible introduction of a medium density residential development.

Standard 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 and 3 between menu-board and pick-up window), staff feels there is the potential of back-ups or queuing issues as they would impact the Main Street right-of-way. This is a consideration due to the popularity of Popeye's and their historical issues of traffic congestion on the W. Mason Street frontage road.

The City Traffic Engineer has reviewed the project and has stated a Traffic Impact Analysis (TIA) will be required and is working with the applicant on the scope of that analysis. The initial concerns of the Traffic Engineer are as follows:

1. The traffic backups including their impact on our streets and the Main-Mason signalized intersection,
2. The operations and safety of ingress and egress movements including from and to the two-way left turn lane on Main St,
3. How all driveways including those on the west side of Main St will be affected by the development's traffic demands, and
4. The implementation of a successful traffic management plan upon opening that is compliant with applicable ordinances and rules of the road.

Standard 7: The proposed building has a square footage of 2602 sq. ft. on 1.94 acres or 84,506.40 sq. ft. The Zoning Code requires a minimum 0.1 coverage and the proposed development would have a F.A.R. of 0.03; F.A.R. is the relationship between the gross building square footage and the lot area. The F.A.R. is used in assure that density is met within commercial districts and optimizes land area for tax base.

The proposed CUP does not conflict with the current and future land uses as reflected in the City's Comprehensive Plan. Staff feels the proposed CUP for a drive-through may be considered appropriate within the Main Street commercial corridor. Ald. Lynn Gerlach and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no objections or calls regarding this request.

## RECOMMENDATION

Approval of the request, subject to:

- a. The property owner/applicant initiate a land division and proposal for future land use(s), prior to occupancy of the proposed restaurant, to find an appropriate land use for the remnant land beyond the scope of the proposed restaurant.
- b. Approval of the Traffic Impact Analysis (TIA) and conditions of approval by the City Traffic Engineer.
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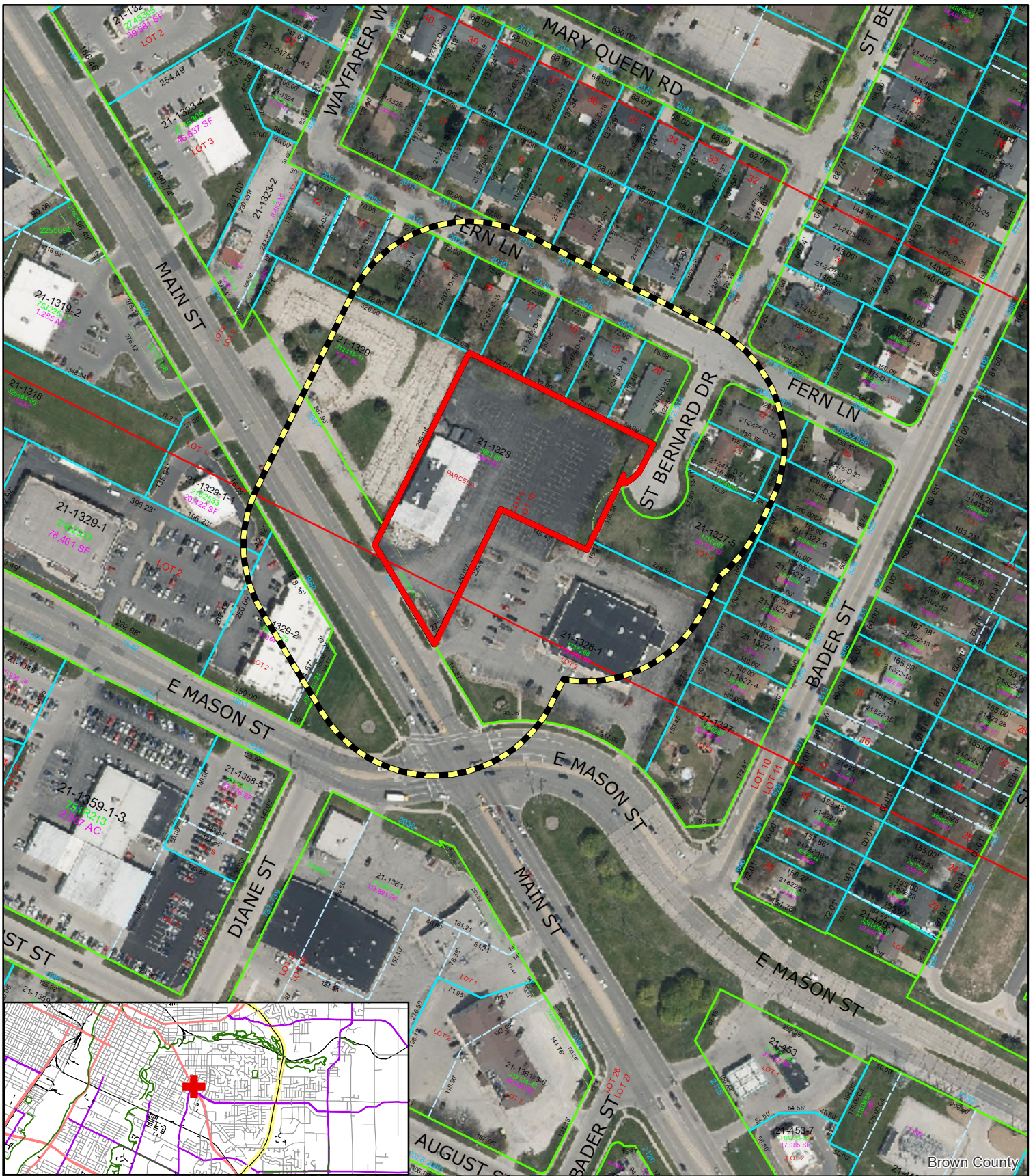
## FISCAL IMPACT



## ATTACHMENTS

1. ZP 21-07 Prop Letter
2. Site Plan\_Bldg Elevations
3. RE\_ 1979 Main Street Redevelopment - Initial Review Traffic Assumptions





**Zoning Petition (ZP 21-07)**  
**Proposed Conditional Use Permit (CUP)**  
**1979 Main Street**

- Subject Area
- 200' Property Owner Notice

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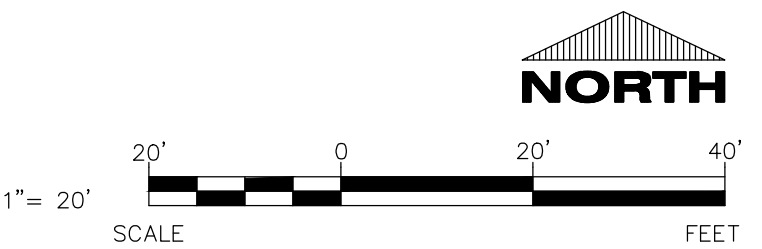
PROPOSED BUILDING FOR:

## PRELIMINARY DATES

## NOT FOR CONSTRUCTION

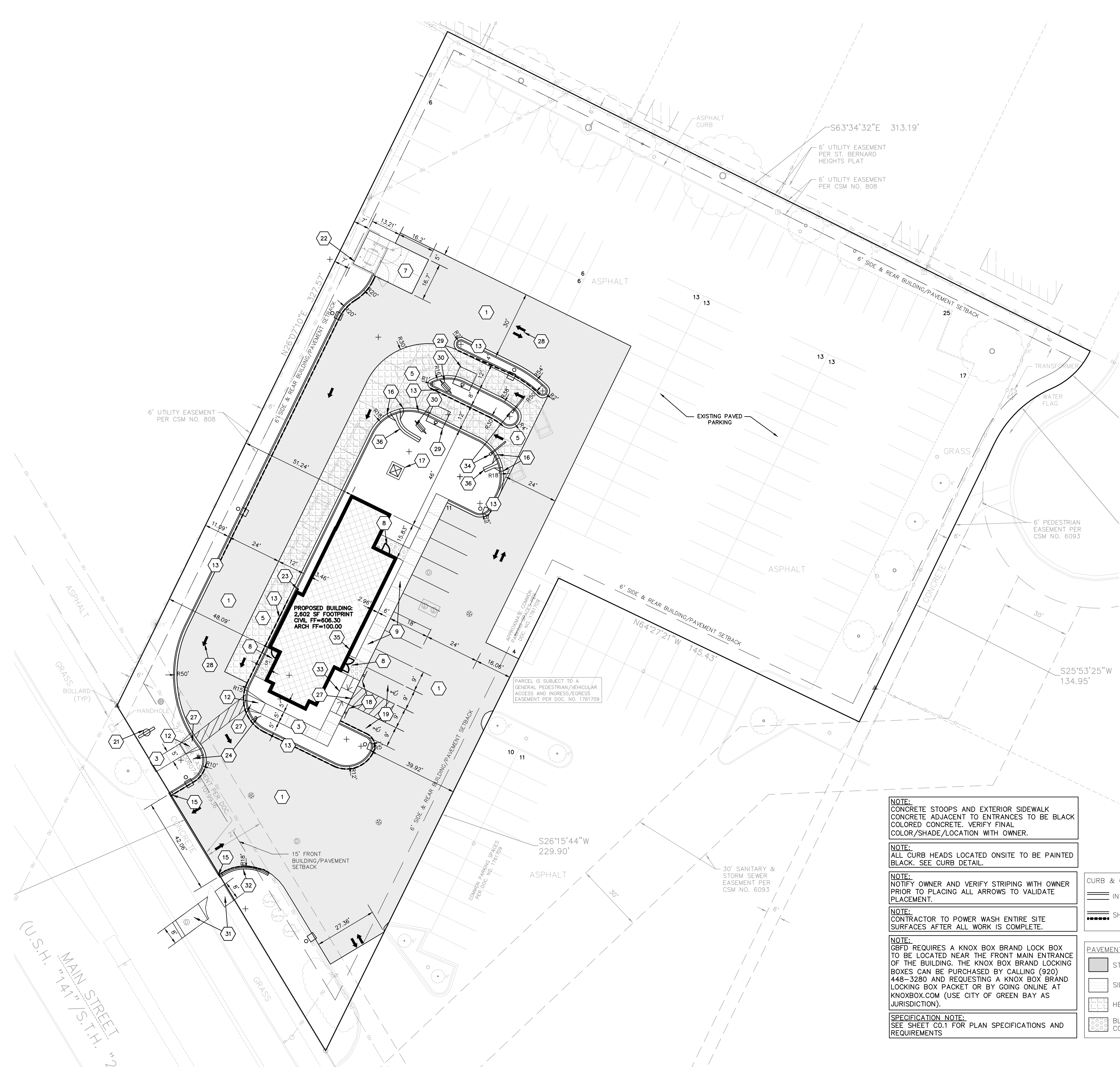
**SHEET NUMBER**

21 © EXCEL ENGINEERING, INC.



## CIVIL EXISTING SITE AND DEMOLITION PLAN





SITE INFORMATION:

PARCEL NUMBER: 21-1328  
PROPERTY ADDRESS: 1979 MAIN ST GREEN BAY, WI 54302-3920  
PROPERTY AREA: AREA = 83,801 S.F. (1.92 ACRES).  
EXISTING ZONING: C1 AND R1  
PROPOSED ZONING: C1 AND R1  
PROPOSED USE: QUICK-SERVE RESTAURANT W/ DRIVE-THRU  
AREA OF SITE DISTURBANCE: 38,776 SF (0.89 AC)  
SETBACKS: BUILDING: FRONT (SOUTH) = 15'  
SIDE (EAST/WEST) = 6'  
REAR (NORTH) = 6'  
PAVEMENT: FRONT (SOUTH) = 15'  
SIDE (EAST/WEST) = 6'  
REAR (NORTH) = 6'  
PROPOSED BUILDING HEIGHT: 21' 10" (MAX. HEIGHT ALLOWED: 35')  
PARKING REQUIRED: GREATER OF 1 SPACE PER 3 SEATS (20 REQ.) OR 1 SPACE PER 100 SF OF INTERIOR SPACE + 1 SPACE PER 200 SF EXTERIOR SEATING (26 REQ.)  
REQUIRED PARKING= 26 SPACES  
PARKING PROVIDED: 148 SPACES AVAILABLE FOR CUSTOMER USE (2 H.C. ACCESSIBLE)  
HANDICAP STALLS REQUIRED: 2 REQUIRED FOR RESTAURANT USE BASED ON 26 REQ. SPACES  
2 PROVIDED  
HOURS OF OPERATION: 10:30 AM - 10:00 PM, 7 DAYS PER WEEK  
BUILDING OCCUPANCY CLASSIFICATION = ASSEMBLY A2 (RESTAURANT)  
CLASS OF BUILDING CONSTRUCTION = VB

EXISTING SITE DATA

|                         | AREA (AC) | AREA (SF) | RATIO |
|-------------------------|-----------|-----------|-------|
| PROJECT SITE            | 1.92      | 83,801    |       |
| BUILDING FLOOR AREA     | 0.23      | 10,000    | 11.9% |
| PAVEMENT (ASP. & CONC.) | 1.46      | 63,523    | 75.8% |
| TOTAL IMPERVIOUS        | 1.69      | 73,523    | 87.7% |
| LANDSCAPE/ OPEN SPACE   | 0.24      | 10,278    | 12.3% |

PROPOSED SITE DATA

|                         | AREA (AC) | AREA (SF) | RATIO |
|-------------------------|-----------|-----------|-------|
| PROJECT SITE            | 1.92      | 83,801    |       |
| BUILDING FLOOR AREA     | 0.06      | 2,602     | 3.1%  |
| PAVEMENT (ASP. & CONC.) | 1.47      | 63,870    | 76.2% |
| TOTAL IMPERVIOUS        | 1.53      | 66,472    | 79.3% |
| LANDSCAPE/ OPEN SPACE   | 0.40      | 17,329    | 20.7% |

SITE PLAN KEYNOTES

- STANDARD ASPHALT SECTION (TYP.)
- CONCRETE SIDEWALK (TYP.)
- HEAVY DUTY/DRIVE THRU CONCRETE (TYP.)
- DUMPSTER PAD/APRON CONCRETE (TYP.)
- CONCRETE STOOP (TYP.) SEE ARCH. PLANS FOR DETAILS.
- RAISED WALK (TYP.)
- CURB RAMP (TYP.)
- 18" CURB & GUTTER (TYP.)
- CURB TAPER (TYP.)
- CURB CUT (TYP.)
- CONCRETE TRANSFORMER PAD BY UTILITY SUPPLIER (CONTRACTOR TO VERIFY FINAL LOCATION & DESIGN PRIOR TO CONSTRUCTION)
- HANDICAP SIGN (TYP.)
- HANDICAP STALL & STRIPING PER STATE CODES.
- PROPOSED PYLON SIGN (DETAILS, FINAL LOCATION, & APPROVAL BY SIGN VENDOR)
- DUMPSTER ENCLOSURE (SEE ARCH PLANS FOR DETAILS)
- 6" CONCRETE BOLLARDS (SEE DETAIL ON C2.0)
- EXIT ONLY/DO NOT ENTER SIGN (TYP.)
- DETECTABLE WARNING PLATE
- TRAFFIC FLOW ARROWS. COLOR TO MATCH PARKING STALL STRIPING.
- MENUBOARD CANOPY, SPEAKER POST AND OCB (TYP.)
- MENUBOARD (TYP.) SEE ELECTRICAL PLANS FOR REQUIRED CONDUITS.
- REPLACE CONCRETE PAVEMENT AND CONCRETE CURB AND GUTTER PER CITY OF GREEN BAY STANDARDS AS NEEDED FOR NEW STORM LINE CONNECTION.
- REPLACE CONCRETE CURB AND GUTTER TO MATCH EXISTING.
- ADA SIDEWALK RAMP W/ DETECTIBLE WARNING PLATE (TYP.)
- CLEARANCE POLE (TYP.) SIGN FOOTING TO BE INTEGRAL TO SIDEWALK
- KNOX BOX. SEE NOTE. COORDINATE W/ LOCAL FIRE DEPARTMENT AS NEEDED.
- CONCRETE FLUME (SEE DETAIL ON C2.0)

CURB & GUTTER MARKING KEY:

INVERTED CURB & GUTTER

SHEDDING CURB & GUTTER

PAVEMENT HATCH KEY:

STANDARD ASPHALT

SIDEWALK CONCRETE

HEAVY DUTY CONCRETE

BLACK COLORED CONCRETE

NOTE:  
CONCRETE STOOPS AND EXTERIOR SIDEWALK CONCRETE ADJACENT TO ENTRANCES TO BE BLACK COLORED CONCRETE. VERIFY FINAL COLOR/SHADE/LOCATION WITH OWNER.

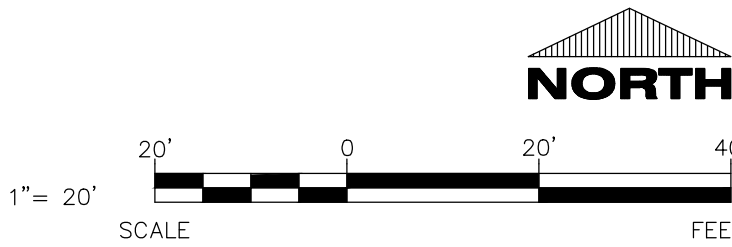
NOTE:  
ALL CURB HEADS LOCATED ONSITE TO BE PAINTED BLACK. SEE CURB DETAIL.

NOTE:  
NOTIFY OWNER AND VERIFY STRIPING WITH OWNER PRIOR TO PLACING ALL ARROWS TO VALIDATE PLACEMENT.

NOTE:  
CONTRACTOR TO POWER WASH ENTIRE SITE SURFACES AFTER ALL WORK IS COMPLETE.

NOTE:  
GBFD REQUIRES A KNOX BOX BRAND LOCK BOX TO BE LOCATED NEAR THE FRONT MAIN ENTRANCE OF THE BUILDING. THE KNOX BOX BRAND LOCKING BOXES CAN BE PURCHASED BY CALLING (920) 448-3280 AND REQUESTING A KNOX BOX BRAND LOCKING BOX PACKET OR BY GOING ONLINE AT KNOXBOX.COM (USE CITY OF GREEN BAY AS JURISDICTION).

SPECIFICATION NOTE:  
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



PROJECT INFORMATION

PROPOSED BUILDING FOR:  
**POPEYES LOUISIANA KITCHEN**  
1979 MAIN STREET • GREEN BAY, WI 54302

PROFESSIONAL SEAL

PRELIMINARY DATES

MAR. 4, 2021  
MAR. 9, 2021  
MAR. 16, 2021  
MAR. 22, 2021

JOB NUMBER

2051360

SHEET NUMBER

**C1.1**



SPECIFICATIONS:

DIVISION 7: THERMAL AND MOISTURE PROTECTION

GENERAL SECTION 7C: SHEET METAL WORK

1. SCOPE: FURNISH AND INSTALL GRAVEL STOPS, FLASHING, PARAPET CAP, DOWNSPOUTS, AND GUTTERS.
- A. ROOFING MEMBRANE FLASHING IS INCLUDED IN SECTION 7B: MEMBRANE ROOFING.
- MATERIALS
1. MATERIALS SHEET METAL: .032 ALUMINUM.
2. NAIL FASTENERS: 1 3/4" X 11 GAUGE GALVANIZED, STAINLESS STEEL OR ALUMINUM ROOFING NAILS MAY BE USED FOR FASTENERS INTO WOOD WHEN CONCEALED ONLY.
3. WASHERS: NEOPRENE
4. SCREW FASTENERS: CORROSION-RESISTANT, SELF-TAPPING, HEX HEAD SCREW, 1/4" MINIMUM DIAMETER WITH SUFFICIENT LENGTH TO PENETRATE 1" MINIMUM INTO WOOD OR 1/2" MINIMUM INTO STEEL. PROVIDE NEOPRENE SEALING WASHER FOR EXPOSED FASTENING.
- PERFORMANCE
1. INSTALLATION: EXPOSED FLASHINGS SHALL BE PAINTED TO MATCH ADJACENT MATERIALS. VERIFY WITH POPEYES' CONSTRUCTION MANAGER.

- SECTION 7D: STANDING SEAM CANOPY
- PART 1 - GENERAL
- 1.0 SUBMITTALS
- A. SUBMIT FOR APPROVAL SAMPLES, SHOP DRAWINGS, PRODUCT DATA, QUALITY ASSURANCE
- A. COMPLY WITH GOVERNING CODES AND REGULATIONS. PROVIDE PRODUCTS OF ACCEPTABLE MANUFACTURERS WHICH HAVE BEEN IN SATISFACTORY USE IN SIMILAR SERVICE FOR THREE YEARS. USE EXPERIENCED INSTALLERS. DELIVER, HANDLE, STORE MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
- WARRANTY
- METAL ROOF SYSTEM MANUFACTURER, UPON FINAL ACCEPTANCE FOR PROJECT, FURNISH A WARRANTY COVERING BARE METAL AGAINST RUPTURE, STRUCTURAL FAILURE AND PERFORATION DUE TO NORMAL ATMOSPHERIC CORROSION EXPOSURE FOR A PERIOD OF 20 YEARS.
- PART 2 - PRODUCTS (UC-4 SERIES, AS MANUFACTURED AND SPECIFIED BY UNA-CLAD, METAL ROOF SYSTEMS.)
- 2.0 MATERIALS
- A. METAL ROOF SYSTEM PROFILE:
1. UC-4 "NO CLIP", 1 1/2" HIGH BATTENS X 12" RIB TO RIB. (SMALL BATTEN-5B)
2. CONCEALED FASTENER
- B. GAUGE:
1. .026 GAUGE - STEEL
- C. TEXTURE:
1. SMOOTH.
- D. FINISH:
1. PREMIUM FLUOROCARBON COATING PRODUCED WITH KYNAR 500 OR HYLAR 5000 RESIN (20 YEAR WARRANTY.)
- E. MANUFACTURER:
1. UNA-CLAD OR EQUAL.

- PART 3 - EXECUTION
- 3.0 INSTALLATION
- A. COMPLY WITH SMACNA SHEET METAL MANUAL RECOMMENDATIONS. COMPLY WITH ACCESSORY MANUFACTURERS' INSTRUCTIONS AND RECOMMENDATIONS. COORDINATE INSTALLATION WITH ROOFING SYSTEM TO ENSURE WEATHERTIGHT PERFORMANCE.
- B. ANCHOR SECURELY TO STRUCTURE TO WITHSTAND INWARD AND OUTWARD LOADS.
- C. ISOLATE DISSIMILAR METALS TO PREVENT GALVANIC CORROSION.

- DIVISION 9: FINISHES
- SECTION 9G: EIFS
- PART 1 GENERAL
- 1.01 DESCRIPTION
- A. DESIGN REQUIREMENTS: THE STRUCTURAL WALL SYSTEM TO WHICH THE EIFS IS ATTACHED SHALL MEET L/240 MAXIMUM ALLOWABLE DEFLECTION CRITERIA AND APPLICABLE BUILDING CODE REQUIREMENTS.
- 1.02 SUBMITTALS
- A. SUBMIT SAMPLES FOR APPROVAL AS DIRECTED BY OWNER.
- 1.03 DELIVERY, STORAGE AND HANDLING
- A. ALL EIFS MATERIALS SHALL BE DELIVERED IN THEIR ORIGINAL SEALED CONTAINERS BEARING MANUFACTURER'S NAME AND IDENTIFICATION OF PRODUCT WITH WRITTEN APPLICATION INSTRUCTIONS AND APPROPRIATE HEALTH, HAZARD, AND SAFETY DATA.
- B. ALL EIFS READY-MIXED MATERIALS SHALL BE PROTECTED FROM EXTREME HEAT, SUN AND FROST. FACTORY PROPORTIONED BAGGED MATERIALS SHALL BE STORED OFF THE GROUND AND PROTECTED FROM MOISTURE.
- 1.04 JOB CONDITIONS
- A. ALL EIFS MATERIALS SHALL NEVER BE APPLIED IF AMBIENT AND SURFACE TEMPERATURES CANNOT BE KEPT ABOVE 40° F DURING APPLICATION AND DRYING PERIOD. FOR INSTALLATION IN TEMPERATURES LESS THAN 40° F SUPPLEMENTARY HEAT SHALL BE PROVIDED. THE INSTALLED EIFS MATERIALS SHALL BE PROTECTED FROM EXPOSURE TO RAIN AND FREEZING UNTIL DRY.
- 1.11 WARRANTY
- A. PROVIDE MANUFACTURER'S STANDARD LABOR AND MATERIAL WARRANTY.

- PART 2 PRODUCTS
- 2.01 MANUFACTURERS
- A. DRYVIT SYSTEMS, INC.
- 2.02 ADHESIVES
- A. DISPERSION ADHESIVE - NONCEMENTITIOUS, ACRYLIC BASED ADHESIVE.
- 2.03 INSULATION BOARD
- A. NOMINAL 1.0 lb/cubic feet (16 kg/cubic meter) EXPANDED POLYSTYRENE (EPS) INSULATION BOARD IN COMPLIANCE WITH ASTM C 578 TYPE I REQUIREMENTS, AND EIMA GUIDELINE SPECIFICATION FOR EXPANDED POLYSTYRENE (EPS) INSULATION BOARD.
- 2.04 BASECOAT
- A. ONE-COMPONENT POLYMER MODIFIED CEMENTITIOUS BASE COAT WITH FIBER REINFORCEMENT AND LESS THAN 33% PORTLAND CEMENT CONTENT BY WEIGHT.
- 2.05 REINFORCING MESHES
- A. STANDARD MESH
1. MESH - NOMINAL 4.5 oz/sq.yd. (163 g/sq. meter), SYMMETRICAL, INTERLOCK OPEN-WEAVE GLASS FIBER FABRIC MADE WITH MINIMUM 25 PERCENT BY WEIGHT ALKALINE RESISTANT COATINGS FOR COMPATIBILITY WITH DRYVIT MATERIALS.
- B. HIGH IMPACT MESH
1. INTERMEDIATE MESH (MESH C) - NOMINAL 11.0 oz/sq.yd. HIGH IMPACT, INTERWOVEN, OPEN WEAVE GLASS FIBER FABRIC WITH ALKALINE RESISTANT COATING FOR COMPATIBILITY WITH DRYVIT MATERIALS.
- 2.06 PRIMER
- A. PRIMER
- ACRYLIC BASED PRIMER (FOR ACRYLIC BASED FINISHES)

- 2.07 FINISH COAT
- A. ACRYLIC BASED TEXTURED WALL COATING. SEE E.L.F.S. FORMULAS FOR FINISH COLOR.
- 2.08 JOB MIXED INGREDIENTS
- A. PORTLAND CEMENT: ASTM C 150, TYPE I.
- B. WATER: CLEAN AND POTABLE.

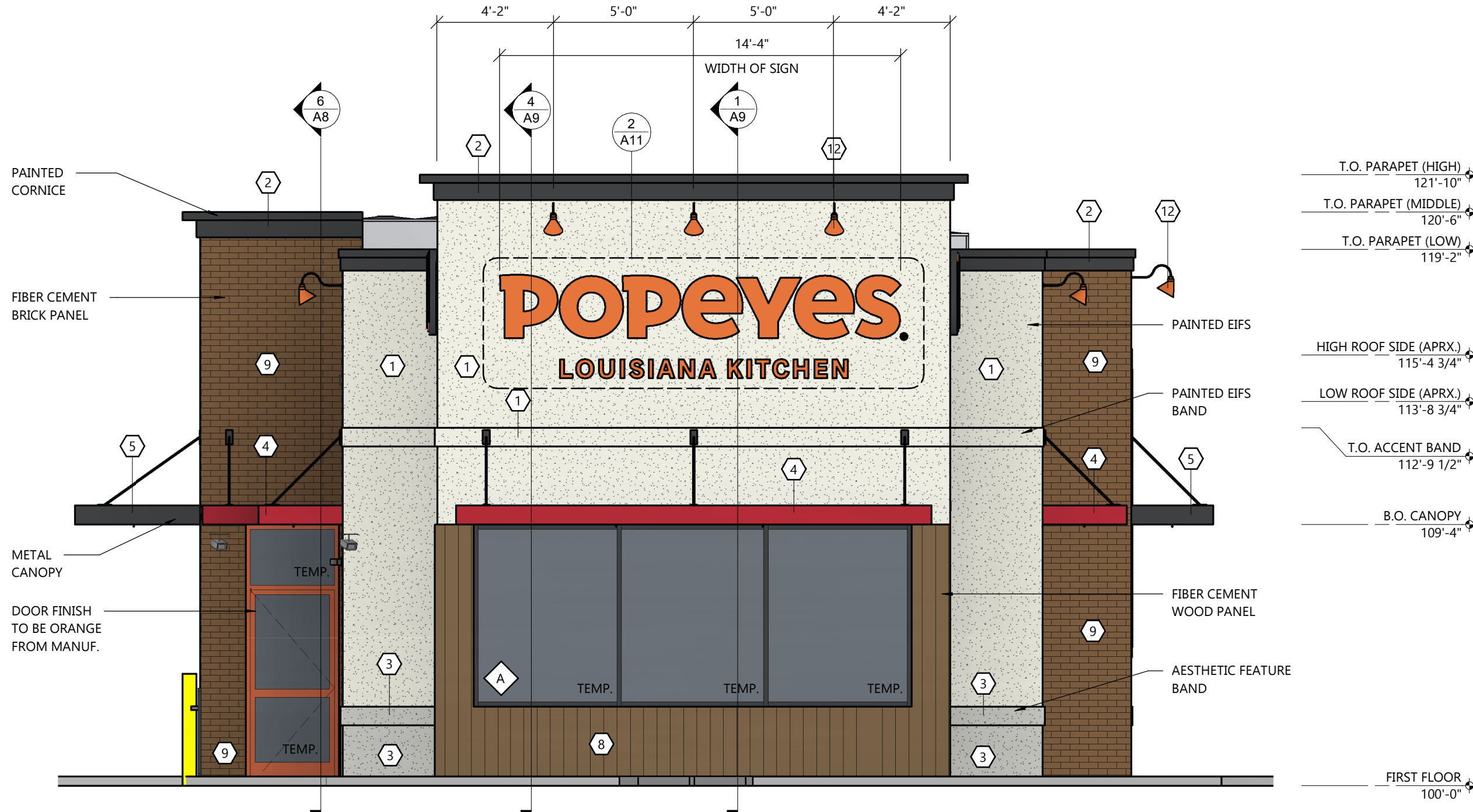
- PART 3 EXECUTION
- A. UNDER NO CIRCUMSTANCES SHALL ANY OF THE PRODUCTS BE ALTERED BY ADDING ANY ADDITIVES, EXCEPT FOR SMALL AMOUNTS OF CLEAN WATER AS DIRECTED ON LABEL. ANTIFREEZE, ACCELERATORS, RAPID BINDERS, ETC. ARE FORBIDDEN.
- B. THE SURFACE TO RECEIVE THE EIFS SHALL BE STRUCTURALLY SOUND, CLEAN, DRY AND FREE OF WARPAGE, RESIDUAL MOISTURE OR DAMAGE FROM MOISTURE. SURFACES SHALL BE UNIFORM, WITH NO IRREGULARITIES GREATER THAN 1/8" in 4'-0". SURFACES SHALL BE INSPECTED FOR COMPLIANCE WITH THE FOLLOWING REQUIREMENTS PRIOR TO INSTALLATION OF THE EIFS.
1. PLYWOOD SHEATHING SHALL MEET A.P.A. (AMERICAN PLYWOOD ASSOCIATION) REQUIREMENTS FOR EXTERIOR OR EXPOSURE 1 CLASSIFICATION. APA DESIGN AND CONSTRUCTION GUIDELINES SHALL BE FOLLOWED FOR STORAGE, HANDLING AND INSTALLATION. MANUFACTURER'S PUBLISHED RECOMMENDATIONS SHALL BE FOLLOWED FOR SHALL BE FOLLOWED FOR STORAGE, HANDLING, STORAGE, HANDLING, INSTALLATION AND PROTECTION. ANY SHEATHING NOT IN COMPLIANCE SHALL BE REPLACED TO CONFORM WITH SPECIFICATION REQUIREMENTS PRIOR TO INSTALLATION OF THE EIFS.
2. CONCRETE, MASONRY OR PLASTER SURFACES SHALL BE PROPERLY CURED AND FREE OF DIRT, DUST, OIL, GREASE, MILDEW, FUNGUS, LATENCY, PAINT, EFFLORESCENCE AND ANY OTHER CONTAMINANT. ANY SURFACES NOT IN COMPLIANCE SHALL BE CORRECTED PER MANUFACT. RECOMMENDATIONS PRIOR TO INSTALLATION OF THE EIFS.
- C. AFTER SATISFACTORY INSPECTION OF SURFACES AND CORRECTION OF ANY DEVIATIONS FROM SPECIFICATION REQUIREMENTS, THE EIFS INSTALLATION MAY BEGIN PER MANUFACTURER'S INSTRUCTIONS.
- D. THE STARTER STRIP OF MESH SHALL BE WIDE ENOUGH TO ADHERE 4" OF MESH ONTO THE WALL. BE ABLE TO WRAP AROUND THE BOARD EDGE AND COVER APPROXIMATELY 4" ON THE OUTSIDE SURFACE OF THE BOARD. THIS "BACKWRAP" PROCEDURE SHALL BE FOLLOWED AT ALL EXPOSED BOARD EDGES IN ACCORDANCE WITH DETAILS (EXAMPLE-WINDOW AND DOOR HEADS AND JAMBS). ALL AREAS WHERE THE EIFS MEETS DISSIMILAR MATERIAL OR TERMINATES (FOR EXAMPLE, WINDOW AND DOOR FRAMES) SHALL HAVE THE INSULATION BOARD CUT BACK FROM THE ADJOINING MATERIAL A MINIMUM OF 1/4" TO FORM AN ISOLATION JOINT.
- E. APPLY THE ADHESIVE TO THE BACK OF THE INSULATION BOARD. STAGGER VERTICAL JOINTS AND INTERLOCK BOARDS AT ALL INSIDE AND OUTSIDE CORNERS. APPLY FIRM PRESSURE OVER ENTIRE SURFACE OF THE BOARDS TO INSURE UNIFORM CONTACT. BOARDS SHALL BRIDGE SHEATHING JOINTS BY A MINIMUM OF 8". ALL BOARD JOINTS SHALL BE BUTTED TIGHTLY TOGETHER TO ELIMINATE ANY THERMAL BREAKS IN THE EIFS. CARE MUST BE TAKEN TO PREVENT ANY ADHESIVE FROM GETTING BETWEEN THE JOINTS OF THE BOARDS. ALL OPEN JOINTS IN THE INSULATION BOARD LAYER SHALL BE FILLED WITH SLIVERS OF INSULATION OR AN APPROVED SPRAY FOAM.
- F. NAILS, SCREWS, OR ANY OTHER TYPE OF NONTHERMAL MECHANICAL FASTENER SHALL NOT BE USED.
- G. EXPANSION JOINTS ARE REQUIRED IN THE EIFS WHERE THEY EXIST IN THE SUBSTRATE. WHERE THE EIFS ADJOINS DISSIMILAR CONSTRUCTION, AND AT FLOOR LINES IN MULTILEVEL WOOD FRAME CONSTRUCTION, THE EIFS SHALL TERMINATE AT THE EXPANSION JOINT TO PROVIDE APPROPRIATE JOINT SIZE (SEE DETAILS) AND ALL BOARD EDGES SHALL BE COATED WITH APPROPRIATE GROUND COAT AND MESH IN ACCORDANCE WITH STANDARD "BACKWRAPPING" PROCEDURE. APPROPRIATE SEALANT/PRIMER AND BACKER SHALL BE INSTALLED AFTER GROUND COAT IS FULLY DRY TO PREVENT ANY WATER FORM GETTING INTO OR BEHIND THE SYSTEM.
- H. USE OF PLASTIC OR METAL CORNER BEADS, STOPBEADS, ETC., IS FORBIDDEN.
- I. APPLY APPROPRIATE GROUND COAT OVER THE INSULATION BOARD WITH PROPER SPRAY EQUIPMENT OR A STAINLESS STEEL TROWEL TO A UNIFORM THICKNESS OF APPROXIMATELY 1/16". WORK HORIZONTALLY OR VERTICALLY IN STRIPS OF 40", AND IMMEDIATELY EMBED STANDARD REINFORCING MESH INTO THE WET GROUND COAT. THE MESH SHALL BE DOUBLE WRAPPED AT ALL CORNERS AND OVERLAPPED NOT LESS THAN 2-1/2" AT MESH JOINTS. AVOID WRINKLES IN THE MESH. THE FINISH THICKNESS OF THE GROUND COAT SHALL BE SUCH THAT THE MESH IS FULLY EMBEDDED. ALLOW GROUND COAT TO THOROUGHLY DRY BEFORE APPLYING PRIMER OR FINISH.
- J. DUPLICATE INSTALLATION PROCESS NOTED IN 3.01 M USING STANDARD MESH CREATING SECOND MESH LAYER AND ADDITIONAL IMPACT RESISTANCE. ALLOW TO DRY BEFORE APPLICATION OF EITHER STO PRIMER (OPTIONAL) OR STO FINISH.
- K. IF A PRIMER IS USED, APPLY WITH BRUSH, ROLLER OR PROPER SPRAY EQUIPMENT OVER CLEAN, DRY GROUND COAT AND ALLOW TO DRY THOROUGHLY BEFORE APPLYING FINISH. P. APPLY FINISH DIRECTLY OVER THE GROUND COAT OR PRIMED GROUND COAT ONLY AFTER THE GROUND COAT/PRIMER HAS THOROUGHLY DRIED. THE FINISH SHALL BE APPLIED BY SPRAYING, ROLLING OR TROWELING WITH A STAINLESS STEEL TROWEL, DEPENDING ON FINISH SPECIFIED. GENERAL RULES FOR APPLICATION OF FINISHES ARE AS FOLLOWS:

1. USE A CLEAN, RUST-FREE, HIGH-SPEED MIXER TO THOROUGHLY STR THE FINISH TO A UNIFORM CONSISTENCY (SMALL AMOUNTS OF CLEAN WATER MAY BE ADDED TO AID WORKABILITY).
2. AVOID APPLICATION IN DIRECT SUNLIGHT.
3. APPLY FINISH IN A CONTINUOUS APPLICATION, ALWAYS WORKING TO A WET EDGE.
4. WEATHER CONDITIONS AFFECT APPLICATION AND DRYING TIME. HOT OR DRY CONDITIONS LIMIT WORKING TIME AND ACCELERATE DRYING AND MAY REQUIRE ADJUSTMENTS IN THE SCHEDULING OF WORK TO ACHIEVE DESIRED RESULTS; COOL OR DAMP CONDITIONS EXTEND WORKING TIME AND RETARD DRYING AND MAY REQUIRE ADDED MEASURES OF PROTECTION AGAINST WIND, DUST, DIRT, RAIN AND FREEZING.
5. AESTHETIC "U"-GROOVES MAY BE DESIGNED INTO THE SYSTEM. (A MINIMUM OF 3/4" INSULATION BOARD MUST BE LEFT AFTER ANY GROOVES ARE CUT).
6. "R" (RILLED TEXTURE) FINISHES MUST BE FLOATED WITH A PLASTIC TROWEL TO ACHIEVE THEIR RILLED TEXTURE.
7. AVOID INSTALLING SEPARATE BATCHES OF FINISH SIDE-BY-SIDE.
8. APPLY FINISH COLOR TO EIFS MIX AND APPLY TO WALL COLOR TO MATCH EXTERIOR FINISH SCHEDULE COLORS.

- L. EXTERIOR INSULATION AND FINISH TEXTURE SYSTEM: APPLY HIGH IMPACT SYSTEM ADJACENT TO DOORS FOR ADDITIONAL IMPACT RESISTANCE, USING INTERMEDIATE MESH. USE THE STANDARD SYSTEM SPECIFICATIONS AT ALL OTHER LOCATIONS.

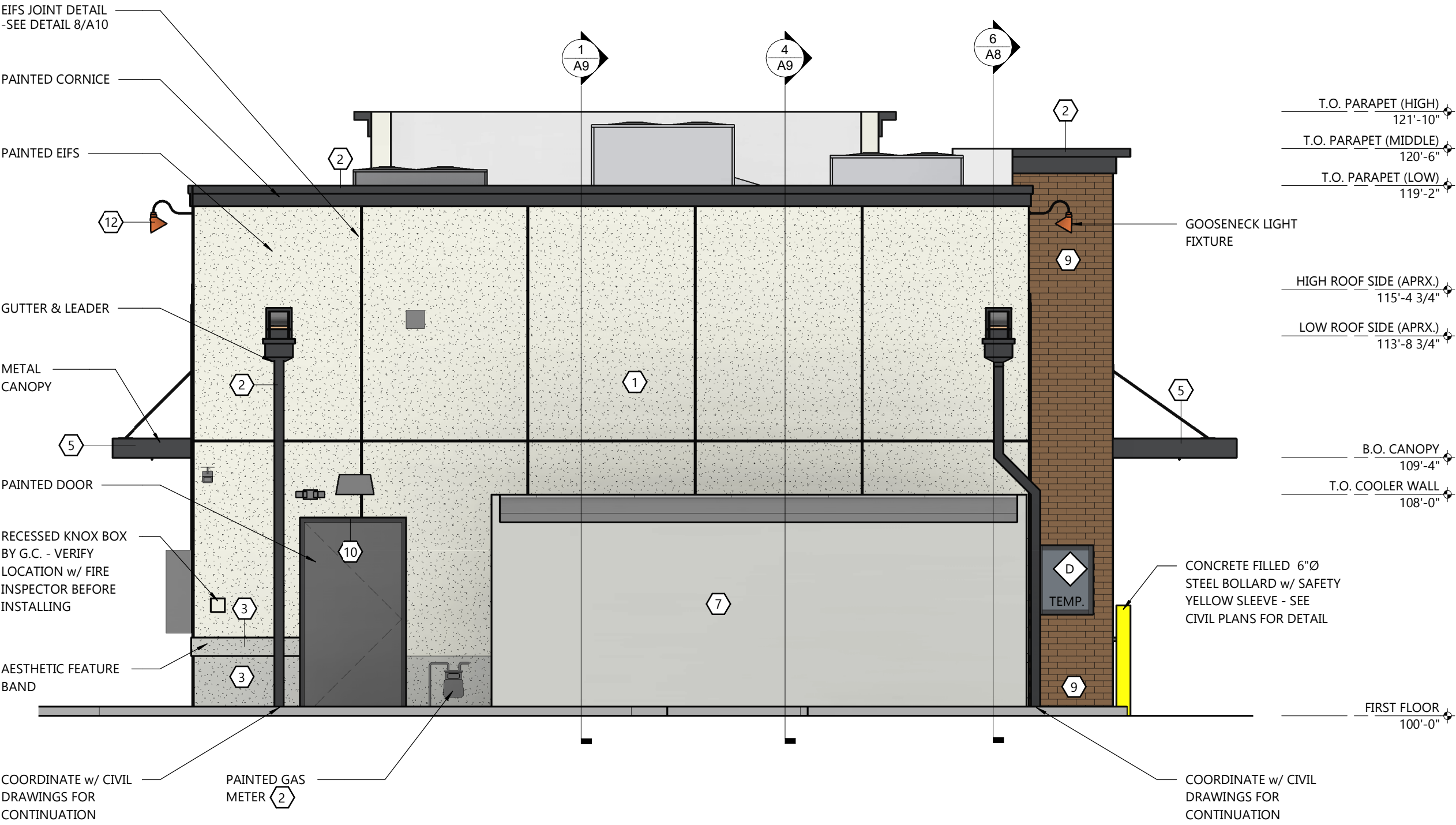
- FRAMING
- SUBSTRATE
- CODE APPROVED WATER RESISTIVE BARRIER, BY OTHERS
- DRYVIT APPROVED WASHER WITH CORROSION RESISTANT FASTENER
- DRYVIT DRAINAGE MAT
- EPS INSULATION BOARD
- DRYVIT GENESIS<sub>g</sub> BASE COAT
- DRYVIT REINFORCING MESH
- DRYVIT GENESIS<sub>g</sub> BASE COAT
- DRYVIT FINISH

- 2.06 PRIMER
- A. PRIMER
- ACRYLIC BASED PRIMER (FOR ACRYLIC BASED FINISHES)



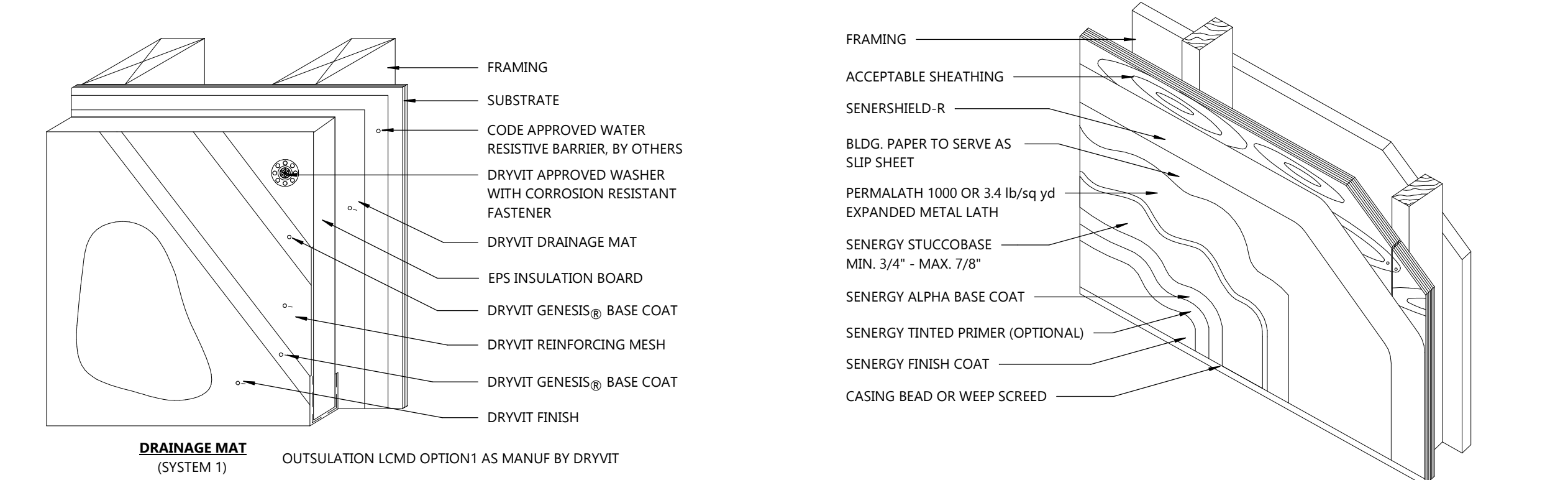
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"



2 A5 TYP. EIFS DETAIL

NOT TO SCALE

1 A5 TYP. STUCCO DETAIL (ALT.)

NOT TO SCALE

EXTERIOR MATERIALS & FINISH SCHEDULE

BENJAMIN MOORE CONTACT:  
CONTACT: RODGER LIPPMAN, ARCHITECTURAL ACCOUNT EXECUTIVE  
PHONE: (800) 344-0400 EXT. 5240  
EMAIL: rodger.lippman@benjaminmoore.com

|    |                                                                                                                                                                      |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | MAIN WALL SURFACE ABOVE WAINSCOT ACCENT TRIM<br>BENJAMIN MOORE<br>"WHITE"<br>OC-125 MOONLIGHT WHITE                                                                  |
| 2  | PARAPET TRIM<br>BENJAMIN MOORE<br>"BLACK"<br>2120-20 BLACK IRON                                                                                                      |
| 3  | WAINSCOT ACCENT TRIM & BELOW<br>BENJAMIN MOORE<br>"GRAY"<br>HC-170 STONINGTON GRAY                                                                                   |
| 4  | ALUMINUM ACCENT BAND & CANOPY<br>BENJAMIN MOORE<br>"RED"<br>2086-10 EXOTIC RED                                                                                       |
| 5  | DRIVE THRU WINDOW CANOPY<br>PRIMER: PRO INDUSTRIAL PRO-CRYL PRIMER 866-310<br>PAINT: PRO INDUSTRIAL HIGH PERFORMANCE ACRYLIC 866-660 EGGSHLL<br>FACTORY FINISH BLACK |
| 6  | DUMPSTER GATES<br>PRIMER: PRO INDUSTRIAL PRO-CRYL PRIMER 866-310<br>PAINT: PRO INDUSTRIAL HIGH PERFORMANCE ACRYLIC 866-600 GLOSS<br>FACTORY FINISH BLACK             |
| 7  | FREEZER/COOLER WALLS & DUMPSTER WALLS<br>BENJAMIN MOORE<br>"GRAY"<br>HC-170 STONINGTON GRAY (VERIFY W/ OWNER)                                                        |
| 8  | EXTERIOR WALLS @ FREEZER/COOLER<br>NICHHA<br>VINTAGE WOOD<br>CEDAR                                                                                                   |
| 9  | EXTERIOR TOWERS<br>NICHHA<br>VINTAGE BRICK<br>ALEXANDRIA BUFF                                                                                                        |
| 10 | EXTERIOR DOOR<br>BENJAMIN MOORE<br>"DARK GRAY"<br>2133-20 BLACK JACK                                                                                                 |
| 11 | BENJAMIN MOORE<br>"TEAL"<br>OC-669 OCEANIC TEAL                                                                                                                      |
| 12 | SHERWIN WILLIAMS<br>"ORANGE"<br>SW 6886 INVIGORATE                                                                                                                   |
|    | ALL EXTERIOR WALLS<br>BENJAMIN MOORE - 2 COATS ON FULL FACADE SURFACE<br>ALIPHATIC ACRYLIC URETHANE - CLEAR GLOSS<br>ANTI-GRAFFITI PAINT M74-00 / M75                |

SIGN MANUFACTURERS

|                     |                                    |
|---------------------|------------------------------------|
| A. AAA              | LINDSEY OLIVER:                    |
| a. CONTACT:         | (337) 233-5686X3012                |
| b. PHONE:           | LINDSEY@AAASIGNS.COM               |
| c. EMAIL:           |                                    |
| B. ALLEN INDUSTRIES | DAVID SIMMONS                      |
| a. CONTACT:         | (336) 615-8731                     |
| b. PHONE:           | DAVID.SIMMONS@ALLENINDUSTRIES.COM  |
| c. EMAIL:           |                                    |
| C. ENTERA           | JASON BRAGG                        |
| a. CONTACT:         | (850) 392-0801                     |
| b. PHONE:           | JASON.BRAGG@ENTERABRANDING.COM     |
| c. EMAIL:           |                                    |
| D. LOREN SIGNS      | DAVE PALMGREN                      |
| a. CONTACT:         | (562) 309-5680                     |
| b. PHONE:           | DAVE.P@LORENSIGNS.COM              |
| c. EMAIL:           |                                    |
| • WARRANTY          |                                    |
| d. CONTACT:         | DAN LORENZON                       |
| e. PHONE:           | (562) 946-7545                     |
| f. EMAIL:           | DAN.L@LORENSIGNS.COM               |
| F. SIGN RESOURCE    | JEFF OGLE                          |
| a. CONTACT:         | (323) 319-1635/CELL (865) 771-5676 |
| b. PHONE:           | JOGL@SIGNRESOURCE.COM              |
| c. EMAIL:           |                                    |

EXTERIOR FINISH NOTES

STO COLORS

|                                |
|--------------------------------|
| NA10-0016 - DELIGHTFUL GOLDEN  |
| NA01-0061 - EXOTIC RED         |
| NA10-0017 - MOCHA BROWN        |
| DRYVIT COLORS                  |
| POPE051020 - DELIGHTFUL GOLDEN |
| POPE021028S - EXOTIC RED       |
| POPE031020S - MOCHA BROWN      |

E.L.F.S. WALL TEXTURE FINISH

| Manuf. | Texture           |
|--------|-------------------|
| STO    | QTO ESSENCE SWIRL |
| DRYVIT | QUARTZ PUTZ       |

FINISH NOTES

THE FOLLOWING COMPONENTS CAN BE PURCHASED FROM THE APPROVED SIGN VENDORS:

|                      |
|----------------------|
| * STANDING SEAM ROOF |
| * BALCONY RAILING    |
| * CLEARANCE BAR      |
| * MENU CANOPY        |
| * GUARD RAIL         |
| * AWNINGS            |
| * SHUTTERS           |
| * DUMPSTER GATES     |
| * INTERIOR LADDER    |

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COLLABORATION

**LOUISIANA KITCHEN**

PROJECT INFORMATION

PROPOSED BUILDING FOR:

**POPEYES LOUISIANA KITCHEN**

1979 MAIN STREET • GREEN BAY, WI 54302

PROFESSIONAL SEAL

SHEET DATES

SHEET ISSUE MAR. 12, 2021

REVISIONS

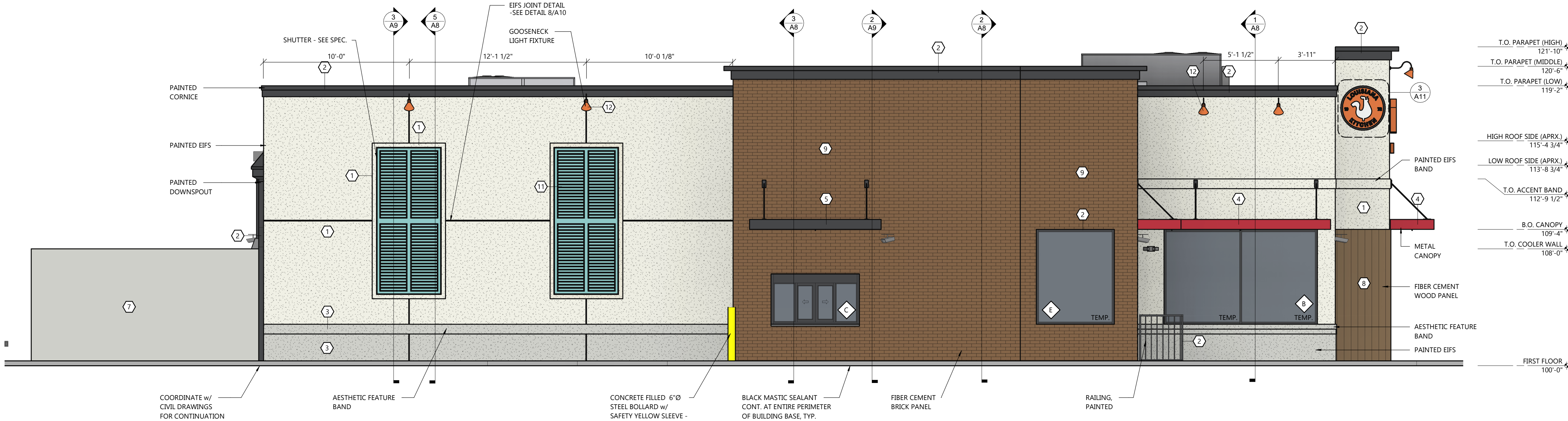
JOB NUMBER

2051360

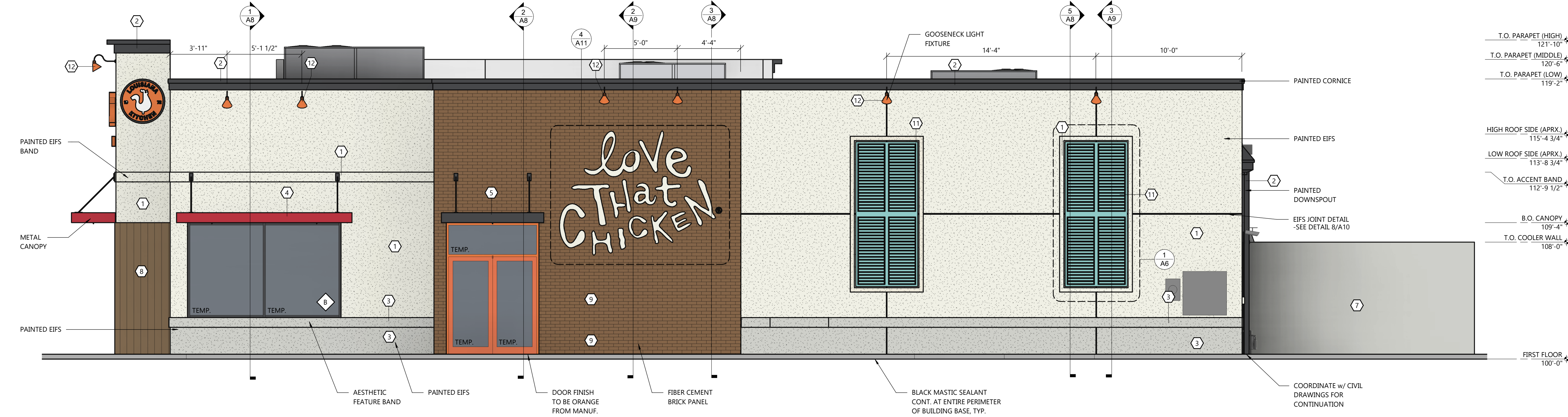
SHEET NUMBER

**A5**





DRIVE THRU ELEVATION  
SCALE: 1/4" = 1'-0"



MAIN ENTRY ELEVATION  
SCALE: 1/4" = 1'-0"

## SPECIFICATIONS

SECTION TITLE  
**ALUMINUM - FRAMED ENTRANCES AND STOREFRONTS**  
YKK AP PRODUCT SERIES YKK AP YES 45 FS/FT SERIES  
PART 1 GENERAL  
1. SECTION INCLUDES: ALUMINUM STOREFRONT, INCLUDING:  
1.1. YKK AP SERIES YES 45 FT STOREFRONT SYSTEM (INSULATING GLAZING)  
1.2. RELATED SECTIONS:  
1.1. SINGLE SOURCE REQUIREMENT: ALL PRODUCTS LISTED BELOW SHALL BE BY THE SAME MANUFACTURER.  
2. SYSTEM PERFORMANCE DESCRIPTION  
2.1. PERFORMANCE REQUIREMENTS: PROVIDE ALUMINUM STOREFRONT SYSTEMS THAT COMPLY WITH PERFORMANCE REQUIREMENTS INDICATED, AS DEMONSTRATED BY TESTING MANUFACTURER'S ASSEMBLIES IN ACCORDANCE WITH TEST METHOD INDICATED.  
2.2. AIR INFILTRATION: WHEN TESTED IN ACCORDANCE WITH ASTM E 283 AT DIFFERENTIAL STATIC PRESSURE OF 6.24 PSF (299 PA), COMPLETED STOREFRONT SYSTEMS SHALL HAVE MAXIMUM ALLOWABLE INFILTRATION OF:  
2.2.1. 0.06 CFM/FT<sup>3</sup> (1.10 M<sup>3</sup>/H · M) FOR YES 45 FT SYSTEMS.  
2.3. WATER INFILTRATION: NO UNCONTROLLED WATER WHEN TESTED IN ACCORDANCE WITH ASTM E 331 AT TEST PRESSURE DIFFERENTIAL OF:  
2.3.1. 10 PSF (479 PA) FOR YES 45 FT SYSTEMS. (OR WHEN REQUIRED, FIELD TESTED IN ACCORDANCE WITH AAMA 503). FASTENER HEADS MUST BE SEATED AND SEALED AGAINST SILL FLASHING ON ANY FASTENERS THAT PENETRATE THROUGH THE SILL FLASHING.  
2.4. WIND LOADS: COMPLETED STOREFRONT SYSTEM SHALL WITHSTAND WIND PRESSURE LOADS NORMAL TO WALL PLANE INDICATED:  
2.4.1. EXTERIOR WALLS:  
2.4.1.1. POSITIVE PRESSURE: PER LOCAL CODE.  
2.4.1.2. NEGATIVE PRESSURE: PER LOCAL CODE.  
2.4.1.3. INTERIOR WALLS (PRESSURE ACTING IN EITHER DIRECTION): PER LOCAL CODE.  
2.5. DEFLECTION: MAXIMUM ALLOWABLE DEFLECTION IN ANY MEMBER WHEN TESTED IN ACCORDANCE WITH ASTM E 330 WITH ALLOWABLE STRESS IN ACCORDANCE WITH AA SPECIFICATIONS FOR ALUMINUM STRUCTURES.  
2.6. THERMAL MOVEMENT: PROVIDE FOR THERMAL MOVEMENT CAUSED BY 180 DEGREES F (82.2 DEGREES C) SURFACE TEMPERATURE, WITHOUT CAUSING BUCKLING STRESSES ON GLASS, JOINT SEAL FAILURE, UNDE STRESS ON STRUCTURAL ELEMENTS, DAMAGING LOADS ON FASTENERS, REDUCTION OF PERFORMANCE, OR DETRIMENTAL EFFECTS.  
2.7. THERMAL PERFORMANCE: WHEN TESTED IN ACCORDANCE WITH AAMA 1503.1 AND NFRC 100.  
2.7.1. CONDENSATION RESISTANCE FACTOR (CRF F): A MINIMUM OF 44 FOR YES 45 FT SYSTEMS.  
2.7.2. THERMAL TRANSMITTANCE U-VALUE: 0.51 BTU/HR/FT<sup>2</sup>/F OR LESS FOR YES 45 FT SYSTEMS.  
NOTE: THERMAL PERFORMANCE FOR THE GLAZED SYSTEM AS A WHOLE WILL BE AFFECTED BY THE CHARACTERISTICS OF THE GLASS SPECIFIED.  
SUBMITTALS  
2.1. GENERAL: PREPARE, REVIEW, APPROVE, AND SUBMIT SPECIFIED SUBMITTALS IN ACCORDANCE WITH "CONDITIONS OF THE CONTRACT" AND DIVISION 1 SUBMITTALS SECTIONS. PRODUCT DATA, SHOP DRAWINGS, SAMPLES, AND SIMILAR SUBMITTALS ARE DEFINED IN "CONDITIONS OF THE CONTRACT."  
2.2. PRODUCT DATA: SUBMIT PRODUCT DATA FOR EACH TYPE STOREFRONT SERIES SPECIFIED AS REQUIRED BY THE ARCHITECT OF RECORD.

2.3. SUBSTITUTIONS: WHENEVER SUBSTITUTE PRODUCTS ARE TO BE CONSIDERED, SUPPORTING TECHNICAL DATA, SAMPLES, AND TEST REPORTS MUST BE SUBMITTED TEN (10) WORKING DAYS PRIOR TO BID DATE IN ORDER TO MAKE A VALID COMPARISON.  
2.4. SHOP DRAWINGS: PROVIDE TO THE ARCHITECT OF RECORD IF REQUESTED, SHOP DRAWINGS SHOWING LAYOUT, PROFILES, AND PRODUCT COMPONENTS, INCLUDING ANCHORAGE, ACCESSORIES, FINISH COLORS AND TEXTURES.  
2.5. QUALITY ASSURANCE / CONTROL SUBMITTALS:  
2.5.1. TEST REPORTS: SUBMIT CERTIFIED TEST REPORTS SHOWING COMPLIANCE WITH SPECIFIED PERFORMANCE CHARACTERISTICS AND PHYSICAL PROPERTIES IF REQUIRED BY THE LOCAL PERMITTING AUTHORITY.  
2.6. CLOSEOUT SUBMITTALS:  
2.6.1. WARRANTY: SUBMIT WARRANTY DOCUMENTS SPECIFIED HEREIN.  
QUALITY ASSURANCE  
1. QUALIFICATIONS:  
1.1. INSTALLER QUALIFICATIONS: INSTALLER EXPERIENCED (AS DETERMINED BY CONTRACTOR) TO PERFORM WORK OF THIS SECTION WHO HAS SPECIALIZED IN THE INSTALLATION OF WORK SIMILAR TO THAT REQUIRED FOR THIS PROJECT. IF REQUESTED BY OWNER, SUBMIT REFERENCE LIST OF COMPLETED PROJECTS.  
2.2. PRE-INSTALLATION MEETINGS: CONDUCT PRE-INSTALLATION MEETING TO VERIFY PROJECT REQUIREMENTS, SUBSTRATE CONDITIONS, MANUFACTURER'S INSTALLATION INSTRUCTIONS, AND MANUFACTURER'S WARRANTY REQUIREMENTS.  
3. PROJECT CONDITIONS / SITE CONDITIONS:  
3.1. FIELD MEASUREMENTS: VERIFY ACTUAL MEASUREMENTS / OPENINGS BY FIELD MEASUREMENTS BEFORE FABRICATION; RETAIN RECORDED MEASUREMENTS ON SHOP DRAWINGS. COORDINATE FIELD MEASUREMENTS, FABRICATION SCHEDULE WITH CONSTRUCTION PROGRESS TO AVOID CONSTRUCTION DELAYS.  
4. WARRANTY  
4.1. PROJECT WARRANTY: REFER TO "CONDITIONS OF THE CONTRACT" FOR PROJECT WARRANTY PROVISIONS.  
4.2. MANUFACTURER'S WARRANTY: SUBMIT, FOR OWNER'S ACCEPTANCE, MANUFACTURER'S STANDARD WARRANTY DOCUMENT EXECUTED BY AN AUTHORIZED COMPANY OFFICIAL.  
4.3. WARRANTY PERIOD: MANUFACTURER'S ONE (1) YEAR STANDARD WARRANTY COMMENCING ON THE SUBSTANTIAL DATE OF COMPLETION FOR THE PROJECT PROVIDED THAT THE WARRANTY, IN NO EVENT, SHALL START LATER THAN SIX (6) MONTHS FROM THE DATE OF SHIPMENT BY YKK AP AMERICA INC. EDITOR NOTE: LONGER WARRANTY PERIODS ARE AVAILABLE AT ADDITIONAL COST.  
5. PART 2 PRODUCTS  
5.1. MANUFACTURERS (ACCEPTABLE MANUFACTURERS/PRODUCTS)  
5.2. ACCEPTABLE MANUFACTURERS: YKK AP AMERICA INC.  
5.3. STOREFRONT SYSTEM: YKK AP YES 45 FT STOREFRONT SYSTEM.  
6. COLORS: AS SPECIFIED BY POPEYES LOUISIANA KITCHEN.

INSTALLATION  
1. GENERAL: INSTALL MANUFACTURER'S SYSTEM IN ACCORDANCE WITH SHOP DRAWINGS, AND WITHIN SPECIFIED TOLERANCES.  
2. PROTECT ALUMINUM MEMBERS IN CONTACT WITH MASONRY, STEEL, CONCRETE, OR DISSIMILAR MATERIALS USING NYLON PADS OR BITUMINOUS COATING.

3. SHIM AND BRACE ALUMINUM SYSTEM BEFORE ANCHORING TO STRUCTURE.  
4. SHIM AND BRACE ALUMINUM SYSTEM BEFORE ANCHORING TO STRUCTURE.  
5. PROVIDE SILL FLASHING AT EXTERIOR STOREFRONT SYSTEMS. EXTEND EXTRUDED FLASHING CONTINUOUS WITH SPLICE JOINTS; SET IN CONTINUOUS BEADS OF SEALANT.  
6. VERIFY STOREFRONT SYSTEM ALLOWS WATER ENTERING SYSTEM TO BE COLLECTED IN GUTTERS AND WEPT TO EXTERIOR. VERIFY METAL JOINTS ARE SEALED IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS.  
**SECTION 80: GLAZING**  
GENERAL PROVISIONS  
1. SCOPE: FURNISH AND INSTALL GLASS IN STOREFRONT AND DRIVE-THRU SERVICE WINDOW.  
2. QUALITY CONTROL: ALL GLASS BROKEN DURING INSTALLATION OR DURING CONSTRUCTION PRIOR TO FINAL DELIVERY OF THE BUILDING TO THE OWNER SHALL BE REPLACED AT NO ADDITIONAL EXPENSE TO THE OWNER. GLASS SHOULD BE DELIVERED WITH LABELS PROMINENTLY DISPLAYED AND THEY SHALL BE LEFT IN PLACE UNTIL THE OWNER'S REPRESENTATIVE INSPECTS IT.  
3. DEFINITIONS:  
SURFACE 1 - EXTERIOR SURFACE OF THE OUTER GLASS LITE.  
SURFACE 2 - INTERSPACE SURFACE OF THE OUTER GLASS LITE.  
SURFACE 3 - INTERSPACE SURFACE OF THE INNER GLASS LITE.  
SURFACE 4 - INTERIOR SURFACE OF THE INNER GLASS LITE.  
MATERIALS  
1. ALL PLATE GLASS SHALL BE 1/4" POLISHED PLATE SET IN ACCORDANCE WITH DETAILS.  
2. ALL GLASS PANES INDICATED ON THE DRAWINGS AS TEMPERED GLASS SHALL BE 1/4" TEMPERED SAFETY PLATE. GLASS IN ALL DOORS SHALL BE ONE PANE OF 1/4" TEMPERED SAFETY PLATE.  
3. INSULATED GLASS SHALL BE 1" OVERALL THICKNESS, 1/2" AIR SPACE WITH (2) TWO PANES OF 1/4" GLASS.  
SURFACE 1: HIGH PERFORMANCE TINT (BRONZE)  
AIR SPACE: 1/2" (AIR FIL)  
SURFACE 3: LOW-E FILM - SOLARBAN 60 OR EQUAL  
TOTAL ASSEMBLY TO PROVIDE 20% VISIBLE LIGHT TRANSMITTANCE.  
THE APPROPRIATE BRONZE TINT SHALL BE PROVIDED ACCORDINGLY TO MEET THE REQUIRED VALUE.  
PERFORMANCE  
1. INSTALLATION: INSTALL GLAZING WITH MANUFACTURER'S INSTRUCTIONS TO PROVIDE COMPLIANCE WITH LOCAL CODE REQUIREMENTS INCLUDING WIND RESISTANCE, 25 PSF MIN. SNOW LOAD, 20 PSF MIN. GLAZING PANELS SHALL BE INSTALLED.  
ULTRA VIOLET DEGRADATION LEVELS ARE TO MEET MANUFACTURER'S REQUIREMENTS TO VALIDATE MATERIALS REPLACEMENT WARRANTY.  
2. ALLOW FOR 1/4" MINIMUM HEAD DEFLECTION DUE TO LIVE LOAD.  
3. GUARANTEES AND WARRANTIES: AT THE COMPLETION OF THE GLAZING, PROVE THE INSTALLATION WATERTIGHT BY SPRAYING ALL JOINTS WITH A GARDEN HOSE WITH NOZZLE SET FOR MAXIMUM PRESSURE. PROVIDE ADDITIONAL CAULKING OR SEALANT, OR RESET GLASS AS NECESSARY TO EFFECT A WATERTIGHT JOB.

## DRIVE THRU SPECIFICATIONS

**DRIVE THRU WINDOW - QUIKSERV**  
MODEL # BP-7241E - STANDARD INSTALLATION  
MODEL # BP-7241E-IP - HIGH WIND ZONE AS DETERMINED BY THE LOCAL BUILDING CODE

GENERAL NOTES:  
ACTUAL DIMENSIONS: 72" (W) x 27" (H)  
ROUGH OPENING 72 1/2" (W) x 41 1/2" (H)

1) EYE SET TO BE MOUNTED DIRECTLY BELOW THE SERVICE OPENING. BAR TO BE MOUNTED ON THE WALL.  
2) ANCHOR SCREWS TO BE SUPPLIED BY THE CONTRACTOR.  
3) JUNCTION BOX TO BE SUPPLIED BY CONTRACTOR.  
4) VERIFY COLOR WITH OWNER

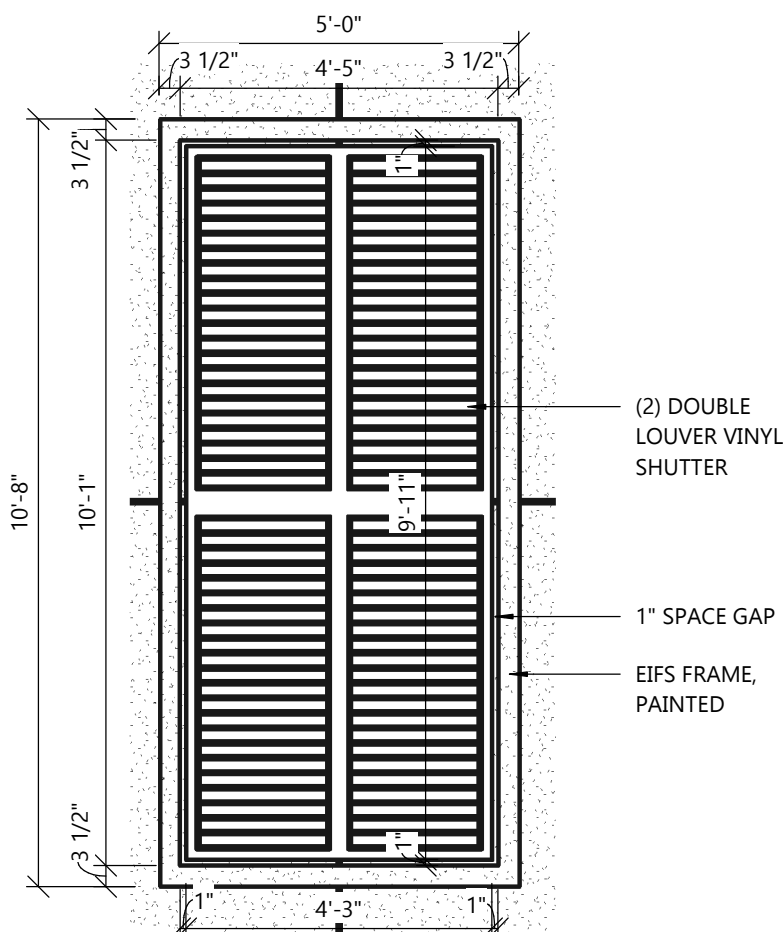
INSTALLATION:  
1) QUIKSERV WINDOWS MUST BE INSTALLED LEVEL AND SQUARE TO WORK PROPERLY.  
2) ANCHOR ACCORDING TO THE LOCAL BUILDING CODE ANCHOR SCHEDULE.  
3) 115V/15 AMP. DEDICATED CIRCUIT FEATURE.  
4) RECOMMENDED HEIGHT FROM FLOOR TO SERVICE OPENING TO BE 36". (CHECK FOR ANY LOCAL CODES OR CITY CODES).  
5) SILICONE ALL EXTERIOR AND INTERIOR JOINTS.  
6) ALL OTHER TYPES OF ANCHORING TO BE APPROVED BY CERTIFIED ENGINEER.

**SHUTTER MANUFACTURER**  
SHUTTER CONTRACTOR  
MODEL L-2 VINYL PHONE 1-800-734-8368  
WWW.SHUTTERCONTRACTOR.COM

## EXTERIOR MATERIALS & FINISH SCHEDULE

BENJAMIN MOORE CONTACT:  
CONTACT: RODGER LIPPMAN, ARCHITECTURAL ACCOUNT EXECUTIVE  
PHONE: (800) 344-0400 EXT. 5240  
EMAIL: rodder.lippman@benjaminmoore.com

|    |                                                                                                                                                                       |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | MAIN WALL SURFACE ABOVE WAINSCOT ACCENT TRIM<br>BENJAMIN MOORE<br>"WHITE"<br>OC-125 MOONLIGHT WHITE                                                                   |
| 2  | PARAPET TRIM<br>BENJAMIN MOORE<br>"BLACK"<br>2120-20 BLACK IRON                                                                                                       |
| 3  | WAINSCOT ACCENT TRIM & BELOW<br>BENJAMIN MOORE<br>"GRAY"<br>HC-170 STONINGTON GRAY                                                                                    |
| 4  | ALUMINUM ACCENT BAND & CANOPY<br>BENJAMIN MOORE<br>"RED"<br>2086-10 EXOTIC RED                                                                                        |
| 5  | DRIVE THRU WINDOW CANOPY<br>PRIMER: PRO INDUSTRIAL PRO-CRYL PRIMER B66-310<br>PAINT: PRO INDUSTRIAL HIGH PERFORMANCE ACRYLIC B66-660 EGGSHELL<br>FACTORY FINISH BLACK |
| 6  | DUMPSTER GATES<br>PRIMER: PRO INDUSTRIAL PRO-CRYL PRIMER B66-310<br>PAINT: PRO INDUSTRIAL HIGH PERFORMANCE ACRYLIC B66-600 GLOSS<br>FACTORY FINISH BLACK              |
| 7  | FREEZER/COOLER WALLS & DUMPSTER WALLS<br>BENJAMIN MOORE<br>"GRAY"<br>HC-170 STONINGTON GRAY (VERIFY W/ OWNER)                                                         |
| 8  | EXTERIOR WALLS @ FREEZER/COOLER<br>NICHHA<br>VINTAGE WOOD<br>CEDAR                                                                                                    |
| 9  | EXTERIOR TOWERS<br>NICHHA<br>VINTAGE BRICK<br>ALEXANDRIA BUFF                                                                                                         |
| 10 | EXTERIOR DOOR<br>BENJAMIN MOORE<br>"DARK GRAY"<br>2133-20 BLACK JACK                                                                                                  |
| 11 | BENJAMIN MOORE<br>"TEAL"<br>OC-669 OCEANIC TEAL                                                                                                                       |
| 12 | SHERWIN WILLIAMS<br>"ORANGE"<br>SW 6886 INVIGORATE                                                                                                                    |
|    | ALL EXTERIOR WALLS<br>BENJAMIN MOORE - 2 COATS ON FULL FACADE SURFACE<br>ALIPHATIC ACRYLIC URETHANE - CLEAR GLOSS<br>ANTI-GRAFFITI PAINT M74-00 / M75                 |



1 ENLARGED SHUTTER  
SCALE: 3/8" = 1'-0"



## PROJECT INFORMATION

PROPOSED BUILDING FOR:  
**POPEYES LOUISIANA KITCHEN**  
1979 MAIN STREET • GREEN BAY, WI 54302

PROFESSIONAL SEAL

## SHEET DATAS

SHEET ISSUE MAR. 12, 2021

## REVISIONS

| NO. | DESCRIPTION |
|-----|-------------|
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## JOB NUMBER

2051360

## SHEET NUMBER

A6



**From:** [Dave Hansen](#)  
**To:** [John Bieberitz](#)  
**Cc:** [Don Lee](#); [Jason Daye](#); [James Brunette](#); [Paul Neumeyer](#); [Steven Grenier](#)  
**Subject:** RE: 1979 Main Street Redevelopment - Initial Review Traffic Assumptions  
**Date:** Wednesday, June 2, 2021 2:40:27 PM  
**Attachments:** [image001.png](#)

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John,

I was out on Friday for the an early holiday weekend. Hope you had a wonderful holiday weekend as well.

Thank you for the quick response. It appears we are in agreement that ample vehicle storage should be available onsite. However, I still await the "Plan B" temporary traffic control if and when spillback onto Main St occurs. If spillback doesn't occur, then no harm, no foul. But if it does, the City doesn't want to be stuck in a position to where we are responding to the traffic issues which would result in charges back to the developer for our services.

Sorry, but we cannot approve the TIA until this emergency plan is developed and approved and "on the shelf".

*David J.A. Hansen, P.E., PTOE*

City Traffic Engineer, City of Green Bay | Public Works | Traffic Division | Engineering

(920) 448-3098 | (920) 660-6315

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**From:** John Bieberitz [mailto:[jbieberitz@traffic-ad.com](mailto:jbieberitz@traffic-ad.com)]

**Sent:** Friday, May 28, 2021 8:42 AM

**To:** Dave Hansen <[Dave.Hansen@greenbaywi.gov](mailto:Dave.Hansen@greenbaywi.gov)>

**Cc:** Don Lee <[dlee@tadi-us.com](mailto:dlee@tadi-us.com)>; Jason Daye <[jason.d@excelengineer.com](mailto:jason.d@excelengineer.com)>; James Brunette <[James.Brunette@greenbaywi.gov](mailto:James.Brunette@greenbaywi.gov)>; Paul Neumeyer <[Paul.Neumeyer@greenbaywi.gov](mailto:Paul.Neumeyer@greenbaywi.gov)>; Steven Grenier <[Steven.Grenier@greenbaywi.gov](mailto:Steven.Grenier@greenbaywi.gov)>

**Subject:** FW: 1979 Main Street Redevelopment - Initial Review Traffic Assumptions

Hi Dave,

With Don being out today, I am responding to your comments and concerns. Thank you for providing your comments and details so these can be addressed prior to the meeting.

Concerning "[Item 5, Higher Observed Queues at West Side Popeyes vs. Estimated Queues at proposed East Side Popeyes](#)", we included an alternate design in the previous submittal that showed the drive-thru accommodating 46 vehicles within the drive-thru lane plus room for more within the site for a total of 53 vehicles which meets the 50 vehicles you referred to as half of the queue that was experienced during the opening week for the west site. With this design I believe that we've

accommodated the maximum vehicles that are likely to be experienced.

To make sure all concerns were addressed, we also corresponded yesterday with the architect and CEO of SmitCo Eateries, Inc. – Popeyes on their experience with other new stores and changes in operation with COVID, etc. Based on opening a 2<sup>nd</sup> store in the same City/Market, in their experience, it is unrealistic to expect the demand for a 2nd site to come anywhere close to the first. When starting with a market that has zero access to a product apart from traveling over half an hour (i.e. Appleton), to now, a city with access 7 miles away, their experience is that the initial demand is highly diluted and the first week demand is nearly half of what one experiences when first penetrating the market.

The CEO of SmitCo Eateries, Inc – Popeyes stated, *“Additionally, lobbies will be reopened by the time this location opens so that dilutes the Drive-Thru demand. We did not have mobile ordering in place during the first week of Green Bay either (this occurred about 3 weeks after we opened). Generally speaking Dine-In/Carry-Out traffic accounts for roughly 40% of our total revenue. In Green Bay West, we did not have that avenue available.”*

Based on the numbers and experience in other cities, the CEO of SmitCo Eateries, Inc. – Popeyes also stated, *“If Green Bay West experienced 100 cars at top demand, the high end of this location would likely never exceed 60-70 and approximately 40% of that (24-28) will utilize the dining room versus waiting in what will likely appear as a “busy drive-thru”, resulting in a peak stack of approximately 42 cars. This number exceeds even some of the largest openings we experienced prior to COVID. For example, we opened Topeka, KS in September of 2016 and generated over \$134,000 in revenue in the first week, setting records for the brand at the time, and peaked out at about 38 cars in the Drive-Thru. Granted we had a packed house inside but that is more typical of opening settings. To put that in perspective, we generated \$98,000 in the first 7 days of Green Bay.”*

If you have any questions on the above information or if any other questions come to mind, please let us know.

Thanks Dave! Enjoy Memorial Day Weekend!

**John A. Bieberitz, PE, PTOE**  
**TADI (Traffic Analysis & Design, Inc.)**  
***Serving Wisconsin, Illinois and Michigan***

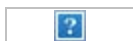
1-800-605-3091 Ext. 80

Direct: 262-377-1845

Cell: 414-379-1434

e-mail: [jbieberitz@tadi-us.com](mailto:jbieberitz@tadi-us.com)

<http://www.tadi-us.com>



<http://www.linkedin.com/in/jbieberitztraffic>

---

**From:** Dave Hansen <[Dave.Hansen@greenbaywi.gov](mailto:Dave.Hansen@greenbaywi.gov)>

**Sent:** Wednesday, May 26, 2021 4:55 PM

**To:** Don Lee <[dlee@tadi-us.com](mailto:dlee@tadi-us.com)>

**Cc:** James Brunette <[James.Brunette@greenbaywi.gov](mailto:James.Brunette@greenbaywi.gov)>; Steven Grenier <[Steven.Grenier@greenbaywi.gov](mailto:Steven.Grenier@greenbaywi.gov)>; Paul Neumeyer <[Paul.Neumeyer@greenbaywi.gov](mailto:Paul.Neumeyer@greenbaywi.gov)>; Jason Daye <[jason.d@excelengineer.com](mailto:jason.d@excelengineer.com)>; John Bieberitz <[jbieberitz@tadi-us.com](mailto:jbieberitz@tadi-us.com)>

**Subject:** RE: 1979 Main Street Redevelopment - Initial Review Traffic Assumptions

Don,

Thank you for your responses. I have no further comment on Items 1 through 4. Here are some questions and comments on the remainder of the response memorandum items for the eastside Popeyes restaurant:

Item 5. Higher Observed Queues at West Side Popeyes vs. Estimated Queues at proposed East Side Popeyes

- a. I'm not convinced that a 38% increase in sales during the opening month as compared to the collection month is analogous to a 38% increase in queues during a peak hour, as trip generation varies per hour of the day.

My logic is similar to why peak hour factors (PHFs) are used in peak hour capacity analysis such that is used in this TIA, as demand may be higher during a particular 15 minute time frame of the peak hour, thereby impacting the PHF and variability of the resultant delays, queues, and LOS.

Each store is only going to be able to process so many customers during any hour. When demand starts to wane below the work efficiency threshold, then queues dissipate.

Staff efficiencies improve over time, while the current staff who likely is more productive due to familiarity of their jobs, was not present during the opening month.

The order sizes may change during peaks as well as many customers may be inclined to order more food if they are to wait 30 to 60 minutes plus.

There are too many variables at play to make the comparison that monthly sales receipts equates to peak hour customer vehicle queues. That we know actual peak hour queues observed from the west side location is not an estimate. Rather, it is real traffic data that should be incorporated into the queue estimate of the east side location with reduction factors for novelty and dine-in. The actual queues account for the variabilities that cannot be quantified by monthly sales receipts.
- b. I agree that the traffic demand on the east side location should be less than when the west side location opened due to the presumed novelty wear off and dine-in allowance. I mentioned that I would be willing to reduce the west side observed queues by half, which is a large reduction.
- c. Since we have agreed to use existing trips at the west side location during peak



hour, then we should be using existing opening month peak queue observations.

Item 6. Temporary Traffic Control Plan if Spillback Occurs into the Main-Mason traffic signal

- a. Although I'm hopeful that your proposed 53 vehicle storage will be able to queue the demand of Popeyes customers, and agree that customer demand will normalize over time, what is the plan if spillback occurs onto Main St or worse yet into Mason St? I think it is wise to at minimum have such a plan in place in case we need to implement it. Perhaps the Walgreens lot could be used for additional storage space.

*David J.A. Hansen, P.E., PTOE*

City Traffic Engineer, City of Green Bay | Public Works | Traffic Division | Engineering

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---

**From:** Don Lee [<mailto:dlee@tadi-us.com>]

**Sent:** Monday, May 17, 2021 8:23 AM

**To:** Dave Hansen <[Dave.Hansen@greenbaywi.gov](mailto:Dave.Hansen@greenbaywi.gov)>

**Cc:** James Brunette <[James.Brunette@greenbaywi.gov](mailto:James.Brunette@greenbaywi.gov)>; Steven Grenier <[Steven.Grenier@greenbaywi.gov](mailto:Steven.Grenier@greenbaywi.gov)>; Paul Neumeyer <[Paul.Neumeyer@greenbaywi.gov](mailto:Paul.Neumeyer@greenbaywi.gov)>; Jason Daye <[jason.d@excelengineer.com](mailto:jason.d@excelengineer.com)>; John Bieberitz <[jbieberitz@tadi-us.com](mailto:jbieberitz@tadi-us.com)>

**Subject:** RE: 1979 Main Street Redevelopment - Initial Review Traffic Assumptions

Dave,

Thanks for your comments last week Friday. Attached is a response memo which addresses each of the comments. Note that we included your original memo at the end of the document for reference.

Please let us know if you have any additional questions or would like to discuss further.

Thanks,

**Don Lee, PE**

**TADI (Traffic Analysis & Design, Inc.)**

***Serving Wisconsin, Illinois and Michigan***

1.800.605.3091 Ext. 85

Direct: 414.763.7163

Cell: 414.517.5014

e-mail: [dlee@tadi-us.com](mailto:dlee@tadi-us.com)

<http://www.tadi-us.com>



<http://www.linkedin.com/in/djleetraffic>

---

**From:** Dave Hansen <[Dave.Hansen@greenbaywi.gov](mailto:Dave.Hansen@greenbaywi.gov)>  
**Sent:** Friday, May 14, 2021 3:22 PM  
**To:** Don Lee <[dlee@tadi-us.com](mailto:dlee@tadi-us.com)>; John Bieberitz <[jbieberitz@tadi-us.com](mailto:jbieberitz@tadi-us.com)>  
**Cc:** James Brunette <[James.Brunette@greenbaywi.gov](mailto:James.Brunette@greenbaywi.gov)>; Steven Grenier <[Steven.Grenier@greenbaywi.gov](mailto:Steven.Grenier@greenbaywi.gov)>; Paul Neumeyer <[Paul.Neumeyer@greenbaywi.gov](mailto:Paul.Neumeyer@greenbaywi.gov)>; Jason Daye <[jason.d@excelengineer.com](mailto:jason.d@excelengineer.com)>  
**Subject:** RE: 1979 Main Street Redevelopment - Initial Review Traffic Assumptions

Don,

Find attached my review comments for the subject traffic impact analysis.

*David J.A. Hansen, P.E., PTOE*

City Traffic Engineer, City of Green Bay | Public Works | Traffic Division | Engineering

(920) 448-3098 | (920) 660-6315

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---

**From:** Don Lee [<mailto:dlee@tadi-us.com>]  
**Sent:** Monday, May 03, 2021 5:13 PM  
**To:** Dave Hansen <[Dave.Hansen@greenbaywi.gov](mailto:Dave.Hansen@greenbaywi.gov)>  
**Cc:** John Bieberitz <[jbieberitz@tadi-us.com](mailto:jbieberitz@tadi-us.com)>; James Brunette <[James.Brunette@greenbaywi.gov](mailto:James.Brunette@greenbaywi.gov)>; Steven Grenier <[Steven.Grenier@greenbaywi.gov](mailto:Steven.Grenier@greenbaywi.gov)>; Paul Neumeyer <[Paul.Neumeyer@greenbaywi.gov](mailto:Paul.Neumeyer@greenbaywi.gov)>; Jason Daye <[jason.d@excelengineer.com](mailto:jason.d@excelengineer.com)>  
**Subject:** RE: 1979 Main Street Redevelopment - Initial Review Traffic Assumptions

Dave,

Attached is the TIA for the referenced project. Your comments have been addressed in the TIA and responses have also been provided in [red] below.

I've also included a link to the modeling files in case you need those for your review, the output sheets are included in the appendix.

<https://tadi.egnyte.com/fl/uze6d8gRvf>

As always, we look forward to your review and approval.

Thanks,

**Don Lee, PE**

**TADI (Traffic Analysis & Design, Inc.)**

***Serving Wisconsin, Illinois and Michigan***

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Direct: 414.763.7163

Cell: 414.517.5014

e-mail: [dlee@tadi-us.com](mailto:dlee@tadi-us.com)

<http://www.tadi-us.com>



<http://www.linkedin.com/in/djleetraffic>

---

**From:** Dave Hansen <[Dave.Hansen@greenbaywi.gov](mailto:Dave.Hansen@greenbaywi.gov)>

**Sent:** Friday, April 30, 2021 11:54 AM

**To:** 'Don Lee' <[dlee@tadi-us.com](mailto:dlee@tadi-us.com)>

**Cc:** John Bieberitz <[jbieberitz@tadi-us.com](mailto:jbieberitz@tadi-us.com)>; James Brunette <[James.Brunette@greenbaywi.gov](mailto:James.Brunette@greenbaywi.gov)>;

Steven Grenier <[Steven.Grenier@greenbaywi.gov](mailto:Steven.Grenier@greenbaywi.gov)>; Paul Neumeyer

<[Paul.Neumeyer@greenbaywi.gov](mailto:Paul.Neumeyer@greenbaywi.gov)>; Jason Daye <[jason.d@ExcelEngineer.com](mailto:jason.d@ExcelEngineer.com)>

**Subject:** RE: 1979 Main Street Redevelopment - Initial Review Traffic Assumptions

Don,

Here are some questions and comments on the submitted Initial Review document for the eastside Popeyes restaurant:

1. Part B, Development Overview, BI Site Location – It is stated that the site is currently occupied by a vacant restaurant. From my observations, it appears the restaurant is still open for business, which should explain why your traffic counts show existing driveway trips to Wally's Spot. [The TIA has been updated and an adjustment has been made to the PM peak driveway trips to account for the expected reduction in trips with the restaurant displaced.]
2. Part C, Trip Generation – The report states that 50% of the trips generated by Popeyes is expected to be pass-by trips. That seems very high especially based on observations of the west side Popeyes. The Popeyes menu is all chicken except I believe 2 fish items, which should make the restaurant more of an intended destination and not a frequent pass-by destination. Pass-by trips can be 0-50% per WisDOT. It is more realistic to assume Popeyes has pass-by trips more like 5-10%. Please reduce the pass-by percentage and recalculate the trip generation tables and figures. [Even though we feel that the pass-by trips will be higher based on the land use type, we completed the analysis using your suggested 10% pass-by reduction. However, we also included a

separate analysis using a 50% reduction in the appendix to show the difference in queueing expected under the two different pass-by reduction scenarios]

3. Will the store have indoor dining available upon opening? If not, then how will this impact the opening day traffic management plan? [The store is expected to have indoor dining at opening; therefore drive-thru queue shown in the report should be considered a highest volume condition.]
4. Were vehicle queues observed at the existing west side Popeyes? If so, then how long were those queues? Would those queues be similar to the proposed development's queues after the initial traffic surge subsides? [Vehicle queues were observed at the existing restaurant and an analysis/prediction at the proposed restaurant was included in the report reflecting those queues. However, since there will now be two Popeyes in Green Bay, we would expect those queues to be less than reported. Note that we didn't include a reduction for the two stores in our analysis. Therefore, the analysis should be considered a highest volume condition.]
5. Much of the traffic concern centers around opening day and the month to two months after opening day. Is there an available estimate of new trips for the expected opening days? Also, it may be helpful to the many stakeholders and community residents if a simulation model of opening day is created and shared. That way we can visualize how the opening day traffic management plan will work. [We included an evaluation of the drive-thru operation during the opening month when volumes are expected to be higher. We also included a recommendation for a temporary drive-thru setup to accommodate those higher volumes.]

David J.A. Hansen, P.E., PTOE

City Traffic Engineer, City of Green Bay | Public Works | Traffic Division | Engineering

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---

**From:** Don Lee [<mailto:dlee@tadi-us.com>]

**Sent:** Thursday, April 22, 2021 2:28 PM

**To:** Dave Hansen

**Cc:** Paul Neumeyer; John Bieberitz; Jason Daye

**Subject:** 1979 Main Street Redevelopment - Initial Review Traffic Assumptions

Dave,

Per the previous scope discussions/correspondence with John Bieberitz, attached is the initial Review (IR) traffic document showing the base assumptions that are proposed to be used in the study. Please review and provide comments and/or concurrence at your earliest convenience.



As always, let me know if you have any questions during your review.

Thanks,

**Don Lee, PE**

**TADI (Traffic Analysis & Design, Inc.)**

***Serving Wisconsin, Illinois and Michigan***

1.800.605.3091 Ext. 85

Direct: 414.763.7163

Cell: 414.517.5014

e-mail: [dlee@tadi-us.com](mailto:dlee@tadi-us.com)

<http://www.tadi-us.com>



<http://www.linkedin.com/in/djleetraffic>



## Report to the Green Bay Plan Commission

### MEETING DATE

June 29, 2021

### PREPARED BY

Stephanie Hummel, Staff

### AGENDA ITEM # Q.3

To amend a Conditional Use Permit (CUP) for an expanded assisted living facility, 421 Erie Road, subject to:

a) Any expansion of Community Living Arrangement or Assisted Living uses will require an amendment to this Conditional Use Permit.

b) Compliance with all the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

(Public Hearing & Meeting 06/07/21)

### BACKGROUND

**Primary Address:** 421 Erie Road

**Aldersperson/District:** Ald. Barb Dorff/District I

**Reason for Request:** To permit expansion of assisted living facility

**Surrounding Zoning and Land Uses:**

SUBJECT: Planner Unit Development (PUD) - Assisted Living

NORTH: Planned Unit Development (PUD) - Vacant Land (Proposed Multi-Family)

SOUTH: Planned Unit Development (PUD) - Vacant Land (Proposed Single-Family)

EAST: Planned Unit Development (PUD) - Vacant Land (Proposed Multi-Family)

WEST: Rural Residential (RR) & Medium-Density Residential (R2) - Single Family Homes

**Comprehensive Plan:** The 2022 Smart Growth Plan designates this area as a Traditional Neighborhood Development (TND). A PUD Overlay detailing this TND was approved in March of 2015 (Grandview Place). While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, 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 subject property is located on the west side of the Grandview Place project area. The proposed project must adhere to Zoning Ordinance No. 04-18 (previously No. 01-15, adopted in March of 2015). The existing site has 36 assisted living units and 43 memory care units. This amendment request to the existing CUP is to add 12 assisted living units in a new addition that is 11,935 sq. ft. The site plan is attached. The proposed façade is compliant with the Grandview PUD, offers various breaks in the façade, and matches the previously approved design. Final site plan approval is required through Plan Commission and will be brought forward for consideration at the next available meeting.

In the review of the CUP, the Zoning Ordinance Section 12-205(e) establishes seven standards for the Plan Commission to consider when reviewing a CUP:

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 these standards have been met. Ald. Barb Dorff and adjacent property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff has received one objection from a neighbor with concerns about additional traffic, front setback and building design.

## RECOMMENDATION

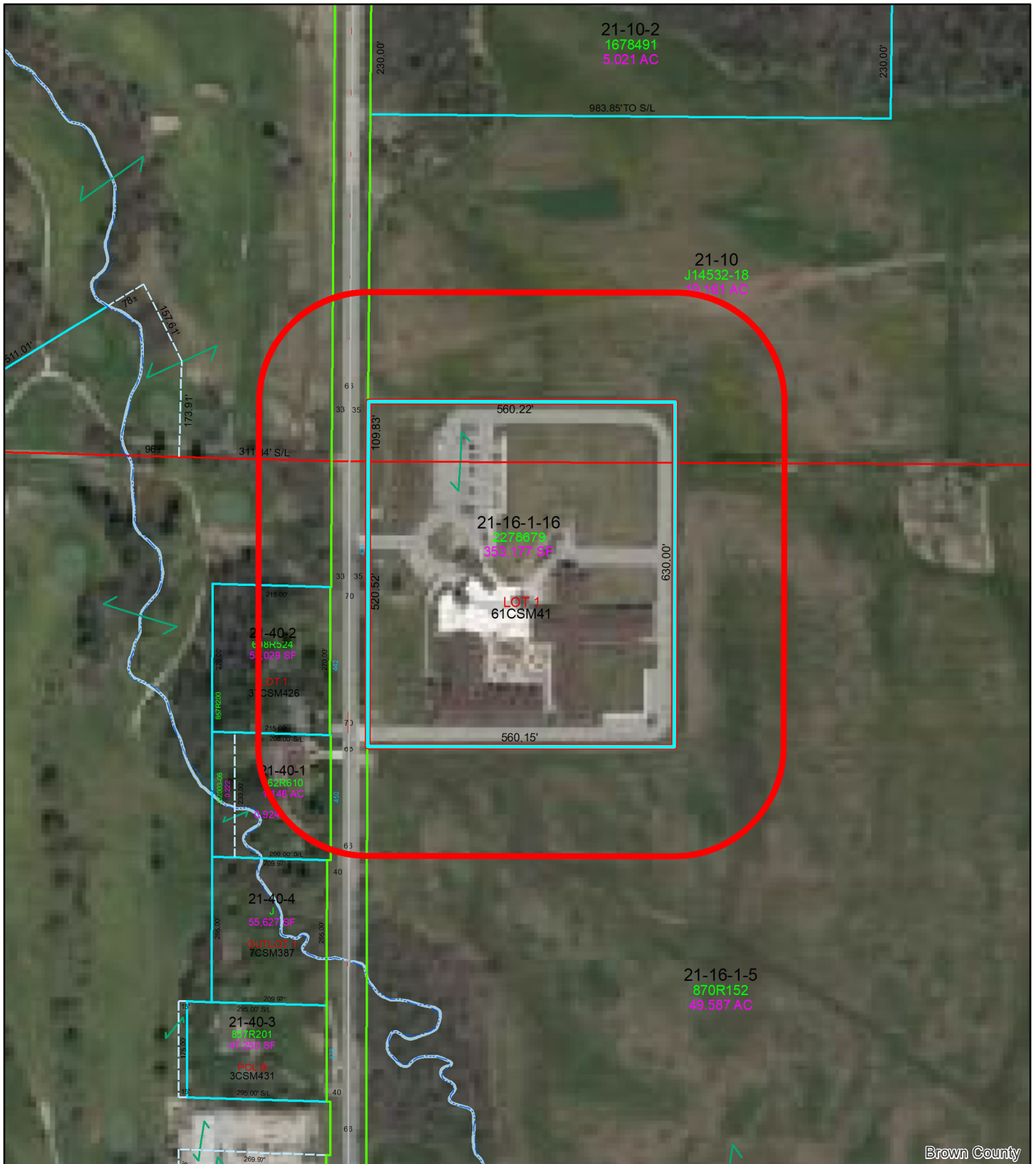
Approval of request, subject to:

1. Any expansion of Community Living Arrangement or Assisted Living uses will require an amendment to this Conditional Use Permit.
2. Compliance with all the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

## FISCAL IMPACT

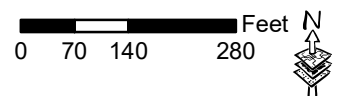
## ATTACHMENTS

1. ZP 21-15 Map
2. ZP 21-15 Site Plan
3. ZP 21-15 Elevations
4. ZO 4-18 Grandview PUD Amended\_Final Signed



## (ZP 21-15) CUP for Assisted Living Expansion at 421 Erie Road

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 26 May 2021 X:\Planning\Basemaps\template\_8.5x11.mxd

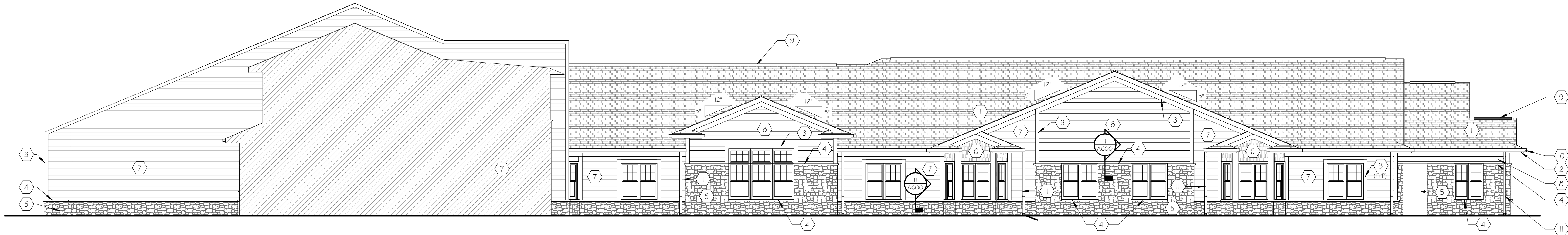


- 421 Erie Road
- 200-ft. Notification Area









ELEVATION A

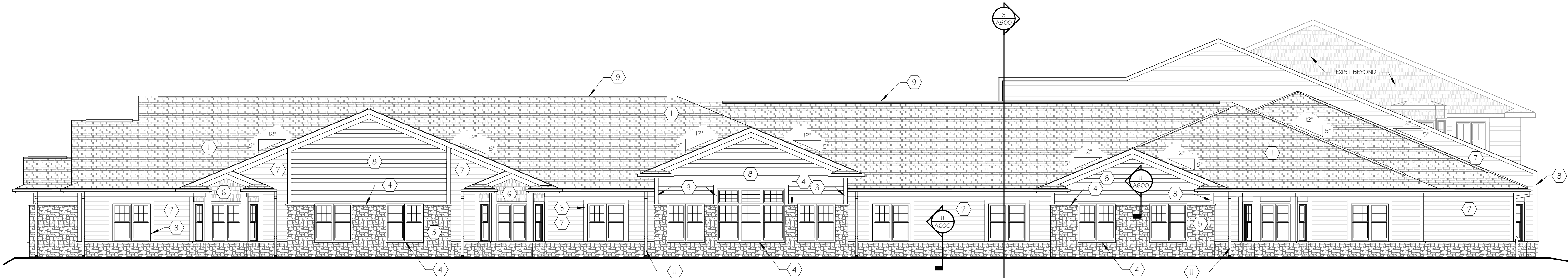
SCALE: 1/8" = 1'-0"



ELEVATION B

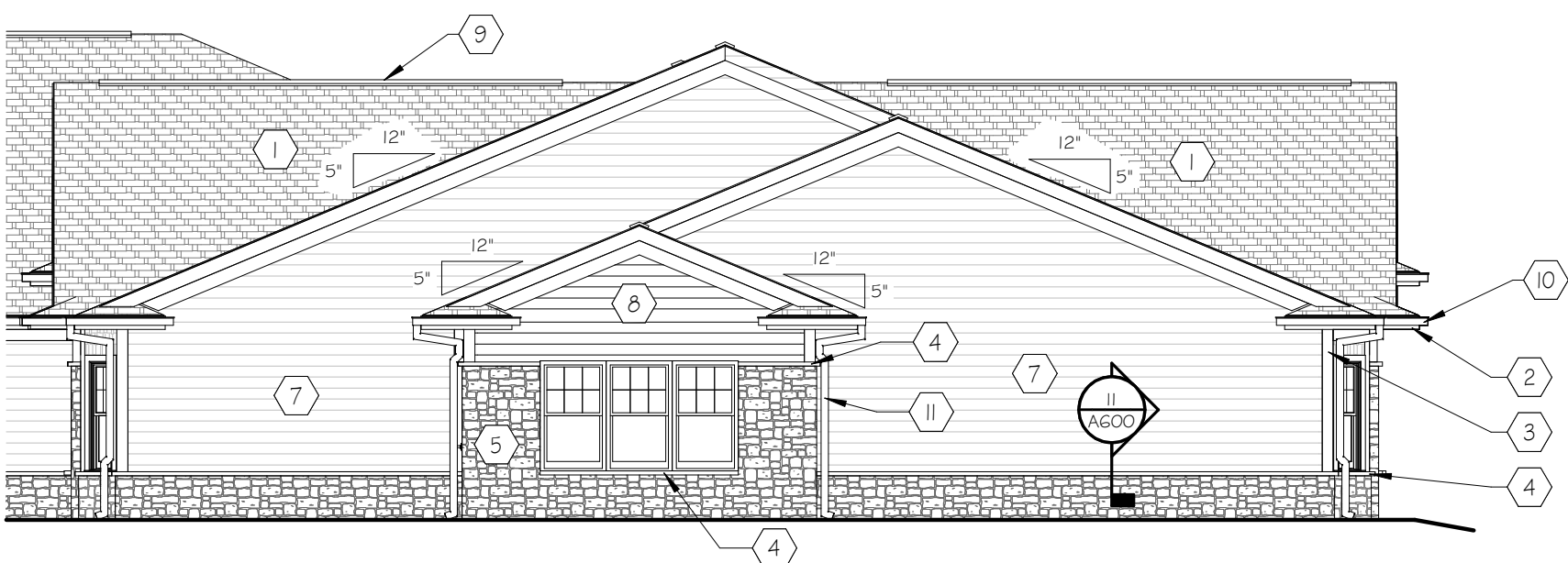
SCALE: 1/8" = 1'-0"

| EXTERIOR ELEVATION NOTE |                                                         |
|-------------------------|---------------------------------------------------------|
| HEXAGON                 |                                                         |
| 1                       | ASPHALT SHINGLES - COLOR: MATCH EXISTING                |
| 2                       | PREFIN ALUMINUM FASCIA COVER - COLOR: MATCH EXISTING    |
| 3                       | COMPOSITE WOOD TRIM - COLOR: MATCH EXISTING             |
| 4                       | STONE SILL                                              |
| 5                       | STONE VENEER - CULTURE STONE: MATCH EXISTING            |
| 6                       | COMPOSITE WOOD SHAKE SIDING - COLOR: MATCH EXISTING     |
| 7                       | COMPOSITE WOOD LIGHT LAP SIDING - COLOR: MATCH EXISTING |
| 8                       | COMPOSITE WOOD DARK LAP SIDING - COLOR: MATCH EXISTING  |
| 9                       | RIDGE/HIP VENT                                          |
| 10                      | ALUMINUM GUTTER                                         |
| 11                      | ALUMINUM DOWNSPOUT                                      |
| 12                      | PREFINISHED METAL COPING                                |



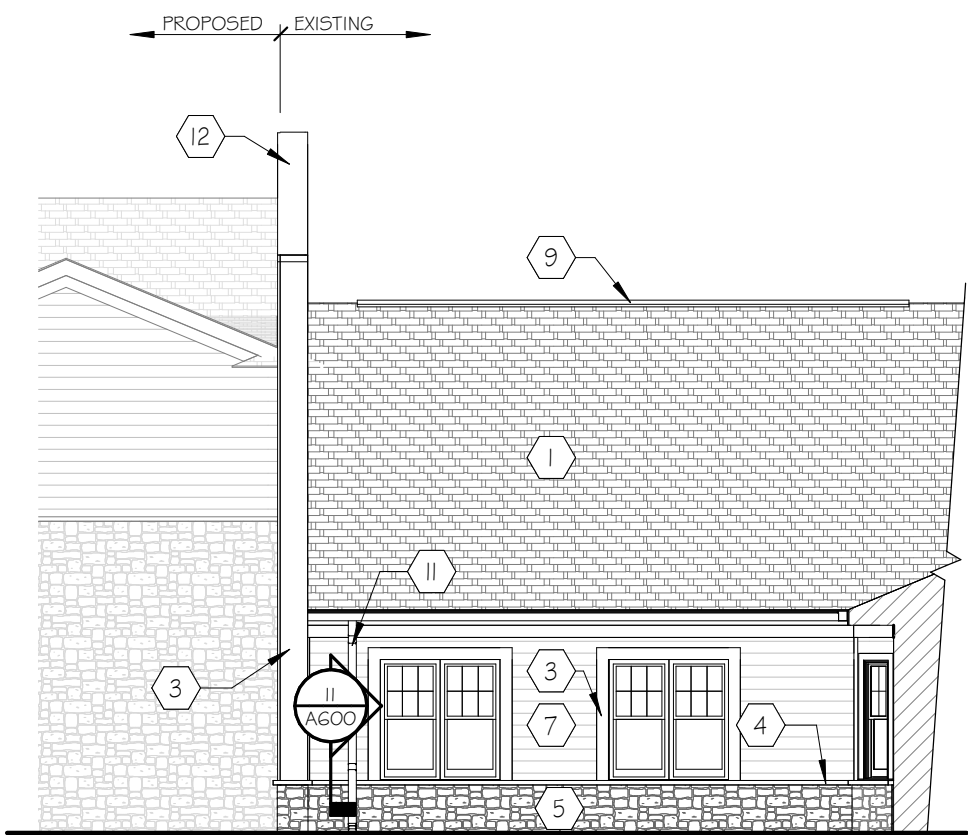
ELEVATION C

SCALE: 1/8" = 1'-0"



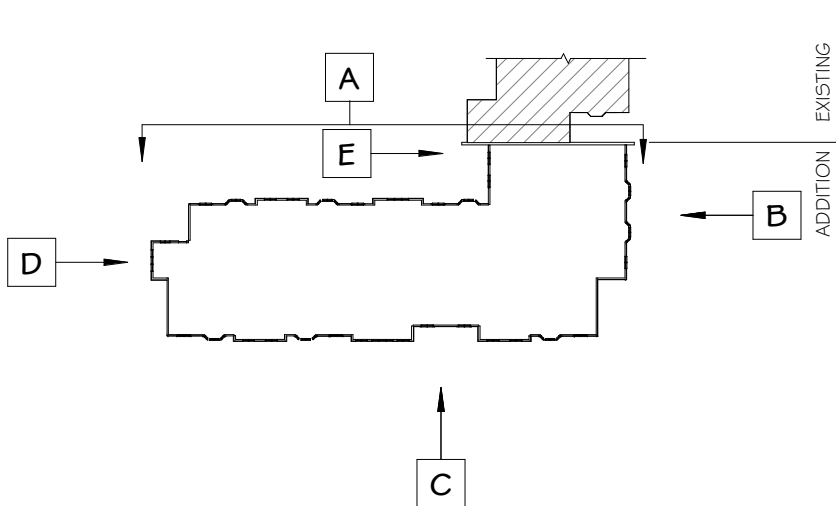
ELEVATION D

SCALE: 1/8" = 1'-0"



ELEVATION E

SCALE: 1/8" = 1'-0"



KEY PLAN

Architectural Design Consultants, Inc.

5100 Eastpark Boulevard • Suite 310  
Madison, WI 53718  
Phone: (608) 254-6181 Fax: (608) 254-2139

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OAK PARK PLACE - GREEN BAY

AL ADDITION

GREEN BAY WISCONSIN

EXTERIOR ELEVATIONS

Drawn By: M.BUSCHKOPF  
Checked By: B.SERVIN  
Date: 04-16-2021  
Scale: AS NOTED  
Job Number: 20-026

SHEET NUMBER  
A400

ZONING ORDINANCE NO. 4-18

AN ORDINANCE  
AMENDING PLANNED UNIT DEVELOPMENT (PUD) ZO 1-15  
FOR LAND GENERALLY LOCATED  
NORTH OF FINGER ROAD, WEST OF NORTHVIEW ROAD,  
SOUTH OF CATALINA DRIVE, AND EAST OF ERIE ROAD  
(ZP 18-03)

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

**SECTION 1.** Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development (PUD) District on the following described property:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 1, T23N-R21E; THENCE N00°26'02"E, 635.02 FEET ALONG THE WEST LINE OF THE SW1/4-NW1/4 OF SAID SECTION 1, THENCE S89°32'54"E, 983.85 FEET; THENCE N00°26'04"E, 690.00 FEET; THENCE S89°32'54"E, 1,664.20 FEET; THENCE S00°07'58"W, 1,079.77 FEET; THENCE S89°46'12"E, 400.00 FEET; THENCE N00°08'01"E, 180.00 FEET; THENCE N89°46'07"W, 100.00 FEET; THENCE N00°09'51"W, 239.43 FEET; THENCE N81°16'35"E, 552.07 FEET; THENCE N08°43'25"W, 253.00 FEET; THENCE N89°45'35"E, 524.42 FEET; THENCE S00°00'09"W, 994.57 FEET; THENCE S00°04'03"E, 1,770.48 FEET; THENCE S89°55'51"W, 1,004.06 FEET; THENCE N00°07'58"E, 434.18 FEET; THENCE S89°55'51"W, 334.10 FEET; THENCE S00°07'58"W, 916.33 FEET; THENCE N89°32'54"W, 604.18 FEET; THENCE S00°05'12"W, 371.43 FEET; THENCE N87°22'26"W, 303.29 FEET; THENCE N00°07'04"E, 329.98 FEET; THENCE N89°05'24"W, 169.93 FEET; THENCE S00°07'04"W, 329.98 FEET; THENCE N87°23'43"W, 251.57 FEET; THENCE N00°28'38"E, 305.90 FEET; THENCE N88°04'59"W, 287.60 FEET; THENCE N08°57'38"W, 465.99 FEET; THENCE N77°25'18"W, 248.99 FEET; THENCE S29°15'01"E, 163.87 FEET; THENCE 65.32 FEET ALONG THE ARC OF A 55 FOOT RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS S26°43'13"W, 61.53 FEET; THENCE N78°53'21"W, 382.13 FEET; THENCE 129.88 FEET ALONG THE ARC OF A 55 FOOT RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N52°44'23"W, 101.74 FEET; THENCE N30°23'35"W, 180.30 FEET; THENCE N15°59'51"W, 397.37 FEET; THENCE N88°55'28"W, 119.75 FEET TO THE WEST LINE OF THE NW1/4-SW1/4 OF SECTION 1, T23N-R21E; THENCE N00°06'09"E, 1,304.09 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

Parcel Numbers: 21-10, 21-11, 21-11-1, 21-12, 21-12-1, 21-13-1, 21-16-1-5, 21-17, 21-20, 21-21-A, 21-4

Parcel contains 11,471,961.6 square feet / 263.36 acres

## ZONING ORDINANCE NO. 4-18

Parcel is subject to easements and restrictions of record

**SECTION 2.** This ordinance is enacted pursuant to Wis. Statutes Sections 62.23 and 66.1027. Its purpose is to allow the optional development and redevelopment of land in Green Bay consistent with the design principles of traditional neighborhoods.

A. INTENT. The intent of the PUD is to develop the subject area with elements of a traditional neighborhood, these themes include:

1. Is compact and is designed for the human scale.
2. Provides a mix of uses, including residential, commercial, civic, and open space uses in close proximity to one another within the neighborhood.
3. Provides a mix of housing styles, types, and sizes to accommodate the households of all ages, sizes, and incomes.
4. Incorporates a system of relatively narrow, interconnected streets with sidewalks, as well as access to bicycle and transit routes; offering multiple routes for motorists, pedestrians, and bicyclists and provides for the connections of those streets to existing and future developments.
5. Incorporates significant environmental features into the design.
6. Is consistent with the City of Green Bay Comprehensive Plan.

B. APPLICABILITY. This ordinance applies as an alternative set of standards for development or redevelopment on sites of 5 acres or more if it is within the Urban Service or Urban Expansion Districts and is contiguous to existing development and 15 acres or more if it is within the Urban Service or Urban Expansion Districts and is noncontiguous to existing development.

C. INTERPRETATION. Development shall be planned, reviewed, and carried out in conformance with all municipal, state, and other laws and regulations. However, if there is a conflict between the provisions of this subchapter and other provisions of the zoning or subdivision sections of the Green Bay Municipal Code, this subchapter shall take precedence.

**SECTION 3.** Pursuant to Sections 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. PERMITTED, CONDITIONAL, AND ACCESSORY USES. The only uses that may be established and/or maintained on the subject property, in conformance with Exhibit D – Grandview Place Land Use Plan, are as follows:

1. Permitted Uses: In order to achieve the proximity necessary to make neighborhoods walkable, it is important to mix land uses. A traditional neighborhood development shall consist of the following components: a residential area, a mixed-use area, and open space, as specified below.



ZONING ORDINANCE NO. 4-18

a. Residential areas. The PUD shall include a residential area in which the following uses are permitted:

- (1) Single-family detached dwellings.
- (2) Multi-family dwellings, including senior housing, at a density of at least 10 and no more than 20 units per net acre. Listed in Exhibit A.
- (3) Required mix. A minimum of two housing types from this list must be present in the PUD. Single-family detached dwellings shall constitute a maximum of 70 percent of the dwelling units.
- (4) Parcel No. 21-12-1 shall maintain the underlying R1 – Low Density Residential zoning.

b. Mixed-use areas. The PUD shall include a mixed-use area containing commercial, civic, residential, and open space uses as identified below. The total land area devoted to nonresidential development, including ground floor commercial or office uses, civic buildings, and parking areas, shall not exceed 25 percent of the gross acreage of the PUD.

(1) Commercial uses:

- (a) Food services (grocery stores, butcher shops, bakeries, and other specialty food stores, ice cream, candy shops, and restaurants, not including bars, taverns, and similar uses).
- (b) General retail.
- (c) Services such as daycare centers, music, dance or exercise studios, offices, including professional and medical offices, barber, hair salon, dry cleaning, repairs of small goods such as shoes, electronics, or similar items.
- (d) Accommodations, including bed and breakfast establishments, small hotel, or inn.

(2) Residential uses, including those listed above, with the exception of single-family detached dwellings and also including the following:

- (a) Residential units located above or to the rear of commercial uses.
- (b) Live-work units that combine a residence and work place.

(3) Civic or institutional uses, including the following:

- (a) Municipal offices, fire and police stations, libraries, museums, community meeting facilities, and post offices.
- (b) Transit shelters.
- (c) Places of worship.
- (d) Educational facilities.

ZONING ORDINANCE NO. 4-18

(4) Open space uses:

- (a) Central square.
- (b) Neighborhood park.
- (c) Playground
- (d) Natural open space area.

2. Conditional Uses: The following uses may be established with approval of a conditional-use permit:

- a. Single-family attached dwellings.
- b. Community-living arrangements and assisted living facilities. The density and housing type shall be determined based on the findings for the conditional-use permit.
- c. Commercial uses, identified above, greater than 10,000 square feet.
- d. Commercial uses with drive-through facilities.

3. Accessory Uses: The only accessory uses that may be established and/or maintained on the subject property, in conformance with permitted uses listed above, are as follows:

- a. Residential areas: Chapter 13-600, Section 2, Green Bay Municipal Code.
- b. Mixed-use areas: Chapter 13-700, Section 2 uses and standards listed under the Neighborhood Commercial (NC) District, Green Bay Municipal Code.

4. Open Space:

- a. At least 20 percent of the gross acreage of the PUD shall be designated as open space, which may include undevelopable areas, such as steep slopes and wetlands, and stormwater detention and retention basins. Open space areas may include:

- (1) Environmental corridors, greenways.
- (2) Protected natural areas.
- (3) Neighborhood and community parks, squares, plazas, and playing fields.
- (4) Streams, ponds, and other water bodies.
- (5) Open spaces do not include required setback areas and rights-of-way but may include (1) – (4) above.

- b. Common open space. At least 25 percent of the open space area must be common open space available for public use. At least 90 percent of all dwellings shall be located within one-half mile of such common open space.
- c. Conservancy and open space areas shall be dedicated to the City at the time of platting.

# ZONING ORDINANCE NO. 4-18

B. DIMENSIONAL AND LOT AREA REQUIREMENTS. The following dimensional and area requirements shall apply to all lots within the development based on the land-use plan listed in Exhibit D.

1. Block and lot size diversity. Street layouts should provide for perimeter blocks that are generally in the range of 200 – 400 feet deep by 400 – 800 feet long. A variety of lot sizes should be provided to facilitate housing diversity and choice and meet the projected requirements of people with different housing needs.
2. Lot widths. Lot widths should create a relatively symmetrical street cross-section that reinforces the public space of the street as a simple, unified public space. Similar lot sizes and housing types should generally be located on opposite sides of a street.
3. Dimensional Standards.

|                                       | Min. lot size            | Min. lot width | Front yard setback | Rear yard setback <sup>a</sup> | Side yard setback <sup>b, c</sup> | Height <sup>d</sup>   | Max Impervious Surface |
|---------------------------------------|--------------------------|----------------|--------------------|--------------------------------|-----------------------------------|-----------------------|------------------------|
|                                       |                          |                | Min - Max          | Minimum                        | Minimum                           | Min - Max             |                        |
| Single-family detached                | 5,000 SF                 | 50             | 10 – 35            | 25                             | 6 (two) or 10 (one – ZLL)         | 1 – 2.5 stories / 35' | 60%                    |
| Two-family/attached residences        | 2,000 SF/unit            | 25 per unit    | 10 – 25            | 25                             | 10 (end units)                    | 1 – 2.5 stories / 35' | 60%                    |
| Multi-family residences               | 1,500/unit, min 4,000 SF | 80             | 5 – 25             | 15                             | 10                                | 2-4 stories / 45'     | 70%                    |
| Nonresidential mixed use              | or 5,000                 | 50             | 0 – 10             | n/a                            | 6 <sup>c</sup>                    | 2-4 stories / 45'     | 80%                    |
| Civic (institutional, rec.) buildings | 5,000                    | 50             | 0 – 25             | n/a                            | 10                                | 2-4 stories / 45'     | 80%                    |

Notes:

- a. Where an alley is present, half of the alley's right-of-way width shall be counted toward the rear setback.
- b. A minimum side yard setback of 6 feet shall be provided for single-family detached dwellings or a single side yard of 10 feet for semi-detached single-family dwellings. A minimum side yard setback of 10 feet shall be provided for end-unit attached dwellings. For semi-detached single-family dwellings, a reciprocal access easement shall be recorded for both lots. All semi-detached single-family dwellings, townhouses, and other attached dwellings shall have

## ZONING ORDINANCE NO. 4-18

pedestrian access to the rear yard through means other than the principal structure.

- c. No side yards are required along interior lot lines, except as otherwise specified in the building code, except that if walls of structures facing such interior lot lines contain windows or other openings, yards of not less than 6 feet shall be provided. Side and rear yards of at least 6 feet shall be required when a nonresidential use adjoins a side yard of a residential property.
  - d. See Chapter 13-1429(1), Green Bay Municipal Code, for exceptions to maximum height.
  - e. Corner properties. The side façade of a corner building adjoining a public street shall maintain the front setback of the adjacent property fronting upon the same public street. If no structure exists on the adjacent property, no less than half of the front setback applies.
  - f. Commercial buildings or a portion of such buildings shall be oriented to the public right-of-way with parking located in the rear or side yard to ensure the uses are integrated into the block structure. The same restrictions shall apply to multi-family buildings or a portion of such buildings that front onto Erie Road or Grandview Road.
  - g. Single-family detached lots greater than 7,500 square feet shall have a maximum impervious surface coverage of 50 percent.
  - h. All units in multi-family development shall have an attached garage and may have additional detached garages as necessary.
4. Standards for garages and other access structures. Garages may be placed on a single-family detached residential lot either within the principal building or an accessory building, meeting the following requirements:
- a. Attached accessory structures shall be considered attached and integral part of the principal structure when it is connected by an enclosed passageway. Such structures are subject to Section 13-615(b), Green Bay Municipal Code.
  - b. Detached accessory structures shall be permitted in residential districts in accordance with Section 13-615(c), Green Bay Municipal Code.
  - c. All garages shall be set back 20 feet from the public right-of-way.

C. ARCHITECTURE STANDARDS. A variety of architectural and design features and building materials is encouraged to give each building or group of buildings a distinct character, as well as sensitivity to the surrounding context.

- 1. Commercial use building height. To create a visually unified streetwall, buildings should be no more than 30 percent taller or shorter than the average building height on the block.
- 2. Entries and facades:
  - a. The architectural features, materials, and the articulation of a façade of a building shall be continued on all sides visible from a public street. This shall exclude single-family detached residential homes.



- b. The front or principal façade of the principal building on any lot shall face a public street and shall not be oriented to face directly toward a parking lot.
  - c. Buildings of more than 30 feet in width shall be divided into smaller regular increments through articulation of the façade. This can be achieved through variations in materials, detailing, roof lines, and elements, such as arcades, awnings, windows, and balconies.
  - d. The ground level of any multi-story, commercial, and mixed-use structure shall be visually distinct from the upper stories through the use of an intermediate cornice line, sign band, awning or arcade, or a change in building materials, texture, or detailing.
  - e. Porches, pent roofs, roof overhangs, hooded front doors, or similar architectural elements shall be used to define the front entrance to all residences or multi-family buildings.
  - f. No single-family detached structure shall have the same front façade as an adjoining parcel.
3. Residential uses at street level should generally be set back far enough from the street to provide a private yard area between the sidewalk and the front door. Landscaping, steps, porches, grade changes, and low ornamental fences or walls may be used to provide increased privacy and livability for first floor units. A list of permitted residential architectural styles is listed under Exhibit A.
4. For commercial or mixed-use buildings, a minimum of 30 percent of the front façade on the ground floor shall be transparent, consisting of window or door openings allowing views into and out of the interior.
5. Additions to existing structures shall maintain setbacks, building proportions, roof and cornice lines, façade divisions, rhythm and proportion of openings, building materials, and colors that are similar to and compatible with the existing structure.
6. Materials. A 30 percent mix of materials is required for the front façade of residential structures. A major change in texture on a material can be considered a change in material. A change in direction of application qualifies as a change in material or texture. Acceptable building façade material includes:
- a. Concrete (including precast concrete with prior approval of sample),
  - b. Glass,
  - c. Masonry (brick as well as decorative block with prior approval of block sample),
  - d. Metals,
  - e. Stone,
  - f. Tile,
  - g. Vinyl,
  - h. Wood with prior approval of sample,
  - i. Other materials, such as cementitious sidings, stucco, and polyurethane or PVC detailing.
7. Commercial street façade should have clear distinction between the “storefront” on the first floor and the floors above for the mixed-use commercial and light industrial uses of this district.

8. Any signage, lighting and awnings must be integrated into the design.
9. Second street façade (these will occur on corner lots and lots adjacent to dedicated park space) should be developed to a similar level of detail as the “address” elevation, though the overall emphasis of the “address” elevation should be greater than the second street facades.
10. Functional entries are allowed and encouraged on second street facades.
11. Side façade at adjoining property lines may be “blank” and must meet fire separation codes.
12. Rear façade should also use good design principles.
  - a. Entries should be properly emphasized to match use of entry (customer entry more emphasized than a “receiving” entry).
  - b. Some differentiation should occur between the first floor and the upper floors.
  - c. Rear façade should correlate to the front elevation.
13. A minimum 1,000 square foot dwelling unit for all single-family detached dwelling structures.
14. A minimum 900 square foot dwelling unit for single-family attached dwelling structures.

D. SITE DESIGN STANDARDS.

1. Lighting. Street lighting shall be provided on both sides of all streets at intervals of no greater than 75 feet. Generally, smaller lights, as opposed to fewer high-intensity lights, should be used. Street lighting design shall meet the minimum standards developed by the Department of Public Works. Exterior lighting shall be directed downward in order to reduce glare onto adjacent properties, per Chapter 5, General Regulations.
2. Exterior signage. Sign number, size, height, and location in the PUD shall meet the requirements of the Neighborhood Center District. A comprehensive sign program shall be developed for the entire PUD that establishes a uniform sign theme. Signs shall share a common palette of sizes, shapes, materials, and lettering styles.
3. Landscaping and screening standards:
  - a. Overall composition and location of landscaping shall complement the scale of the development and its surroundings. In general, larger, well-placed contiguous planting areas shall be preferred to smaller disconnected areas.
  - b. Height and opacity. Where screening is required by this ordinance, it shall be at least 3 feet in height unless otherwise specified. Required screening shall be at least 50 percent opaque throughout the year.
  - c. Components. Required screening shall be satisfied by one or a combination of the following:
    - (1) A decorative fence not less than 50 percent opaque behind a continuous landscaped area.

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- (2) A masonry wall.
- (3) A hedge.
- (4) Mixed use and commercial building foundation landscaping shall be in accordance with Section 13-1823, Green Bay Municipal Code.

4. Street trees. Street trees shall be required in accordance with Chapter 14, Green Bay Municipal Code. Trees should preferably be located within a planting strip between the sidewalk and the curb, within a landscaped median strip, or in tree wells installed in pavement or concrete.

E. PARKING. Parking areas for shared or community use should be encouraged. In addition:

1. In the mixed-use area, any parking lot shall be located at the rear or side of a building. If located at the side, screening shall be provided as specified in Chapter 13-1432, Green Bay Municipal Code.
2. A parking lot or parking garage shall not be located adjacent to or opposite a street intersection.
3. In the mixed-use area, a commercial use shall provide one parking space for every 300 square feet of gross floor area or portion thereof. Parking may be provided in shared or community lots within 1,000 feet of the site.
4. Shared parking and cross-access easements are highly encouraged to better facilitate movement throughout the development area.
5. In the mixed-used and residential areas, 1.5 off-street parking spaces shall be provided for each dwelling unit, with the exception of senior housing and secondary dwelling units, which shall provide one space per unit, and live-work units, which shall provide two spaces per unit.
6. On-street parking directly adjacent to a building may apply toward the minimum parking requirements for that building.
7. Surface parking lots or garages shall provide at least one bicycle parking space for every 10 motor vehicle parking spaces. Bicycle parking shall consist of a rack of acceptable design in a well-lit location, preferably sheltered.
8. Service access. Direct access to service and loading dock areas for service vehicles should be provided, while avoiding movement through parking areas to the greatest extent possible. Alleys may be used to provide service access.
9. Paving. Reduction of impervious surfaces through the use of interlocking pavers is strongly encouraged for remote parking lots or those used infrequently.
10. A preliminary development site and parking plan is included as Exhibits G and H.

- F. LANDSCAPING AND PARKING MAINTENANCE. All parking and loading areas fronting public street and sidewalks shall be landscaped in accordance with the requirements of Chapter 13-1800, Green Bay Municipal Code. All parking and loading areas abutting residential districts shall be landscaped in accordance with Chapter 13-1800, Green Bay Municipal Code. Parking area interior landscaping shall conform to the requirements of Chapter 13-1800, Green Bay Municipal Code. Parking area landscaping can include turf grass, native grasses, or other perennial flowering plants, vines, shrubs, or trees. Such spaces may also include architectural features, such as benches, kiosks, or bicycle parking.
- G. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-500 and further regulated as follows:
1. Parking lot lighting shall consist of sharp cut-off fixtures. Poles shall not exceed 25 feet in height.
  2. Pedestrian lighting for walkways shall not exceed 16 feet overall measured from ground level.
  3. Lighting plan indicating fixtures, placement, and height shall be included as part of the site plan submittal process and approved by the Community Development Review Team.
- H. STORMWATER MANAGEMENT AND GRADING PLAN. The design and development of the PUD should minimize off-site stormwater run off, promote onsite filtration, and minimize the discharge of pollutants to ground and surface water. Natural topography and existing land cover should be maintained/protected to the maximum extent practicable. New development and redevelopment shall meet the requirements of Chapter 30, Green Bay Municipal Code. A conceptual stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits and shall be approved as listed above.

A complete stormwater management plan can be done for the entire PUD area, or in the following phases (as detailed in Exhibit J):

- Phase 1: All land generally north of Copper Falls Way
- Phase 2: All land generally south of Copper Falls Way
- Phase 3: All land east of Grandview Road

The complete stormwater management plan for each Phase shall be submitted at the time the first land division for a Phase is submitted. This stormwater management plan shall address all watershed areas in the Phase. This stormwater management plan shall be submitted in accordance with the requirements of Chapter 30, Green Bay Municipal Code, and prior to approval of any land divisions within each Phase. The stormwater management plan shall be implemented by the Developer prior to construction of public infrastructure improvements.



Any proposed amendment to the land-use plan within the PUD described in Exhibit D as a result of the complete stormwater management plan shall be approved according to Section 3.D. of this ordinance.

- I. REFUSE AND MECHANICALS. Screening of refuse materials and mechanicals shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800.
- J. ACCESS AND CIRCULATION STANDARDS. Access and circulation for automobile and pedestrian traffic established through permanent access easements and in substantial conformity with what is depicted on the attached Exhibit E. The attached circulation standards allow for multiple modes of transportation. They provide functional and visual links within the residential, mixed-use, and open-space areas of the PUD and provide multiple connections to existing and proposed external development. The circulation standards provide for adequate traffic capacity and multiple connections to pedestrian bicycle routes, including off-street bicycle or multi-use paths. The standards also control through traffic, limit lot access to streets of lower traffic volumes, and promote safe and efficient mobility through the PUD.
  1. Pedestrian circulation. Convenient pedestrian circulation systems that minimize pedestrian-motor vehicle conflicts shall be provided continuously throughout the PUD. Where feasible, any existing pedestrian routes through the site shall be preserved and enhanced. All streets, except for alleys, shall be bordered by sidewalks on both sides in accordance with the specifications listed in Table 14-2. The following provisions also apply:
    - a. Sidewalks in mixed use areas. Clear and well-lighted walkways at least 5 feet in width shall connect all building entrances to the adjacent public sidewalk and associated parking areas.
    - b. Disabled accessibility. Sidewalks shall comply with the applicable requirements of the Americans with Disabilities Act.
    - c. Crosswalks. Intersections of sidewalks with streets shall be designed with clearly defined edges. Crosswalks shall be well-lit and clearly marked with contrasting paving material at the edges or with striping.
  2. Bicycle circulation. Bicycle circulation shall be accommodated on streets and/or dedicated bicycle paths. Any existing or planned bicycle routes through the site shall be preserved or developed. Bicycle facilities may include off-street paths (generally shared with pedestrians and other non-motorized uses) and/or separate striped 4-foot bicycle lanes on streets. If a bicycle lane is combined with a parking lane, the combined width should be 14 feet.
  3. Transit access. Where public transit service is available or planned, convenient access to transit stops shall be provided. Transit shelters, where provided, shall be well-lighted and placed in highly visible locations that provide security through surveillance.

# ZONING ORDINANCE NO. 4-18

4. Motor vehicle circulation. Motor vehicle circulation shall be designed to minimize conflicts with pedestrians and bicycles. Traffic calming features, such as "queuing streets", curb extensions, traffic circles, and medians, may be used to encourage slow traffic speeds.
5. Street hierarchy. Each street within a PUD shall be classified according to the following hierarchy:
  - a. Arterial streets should not bisect a PUD but may border a PUD.
  - b. Collector. This street provides access to mixed-use areas and is also part of the City's major street network.
  - c. Subcollector. This street provides primary access to residential properties and connects streets of higher and lower function, and it may provide access to community facilities, such as schools.
  - d. Local street. This street provides primary access to residential properties.
  - e. Alley. This street provides primary access to residential garages and commercial parking areas. It is typically used where street frontages are narrow, where the primary street width is narrow and limited on-street parking is provided, or to provide delivery access and access to commercial parking. Alleys should be discouraged, though not prohibited, in both attached and detached residential areas.
6. Street design. The following table is a guide to street design in the PUD. Street and right-of-way widths shall be reviewed by City staff as part of the concept plan review and shall be approved as part of the platting process in accordance with the phasing exhibit listed above.
7. Concrete sidewalks. Concrete sidewalks shall be installed on both sides of all public streets within this PUD. Sidewalks shall be installed at the time the lots are developed and prior to receiving an occupancy permit or as directed by the Common Council of the City of Green Bay. Once a block is built up with 50 percent of structures, the Common Council shall order in the sidewalks to complete the block network.
8. Walking Trails. The Developer is not responsible for the installation of trails. Dedication of trail areas to the City shall be done at the time of platting. Trails will be installed at the City of Green Bay Parks, Recreation, and Forestry Department's discretion.

|                                      | Collector                   | Sub-Collector                    | Local Street  | Alley                             |
|--------------------------------------|-----------------------------|----------------------------------|---------------|-----------------------------------|
| Typical Average Daily Trips          | 750 or more                 | 250 - 750                        | Less than 250 | N/A                               |
| Right-of-way                         | 76-88 feet                  | 48 -72 feet                      | 50 - 60 feet  | 12-16 feet                        |
| Auto travel lanes                    | 2 or 3 @ 12 feet            | 2 @ 10 feet                      | 2 @ 10'       | 2 @ 8 feet or 1 @ 12 feet (1-way) |
| Bicycle lanes (may be required where | 6 feet next to parking lane | 4 feet without parking or 6 feet | None          | None                              |

# ZONING ORDINANCE NO. 4-18

|                 |                             |                              |                              |                                           |
|-----------------|-----------------------------|------------------------------|------------------------------|-------------------------------------------|
| needed)         |                             | next to parking lane         |                              |                                           |
| Parking         | Both sides,<br>9 feet       | One or both sides,<br>9 feet | One or both sides,<br>9 feet | None (access to<br>drives and<br>garages) |
| Curb and gutter | Required                    | Required                     | Required                     | Not required                              |
| Planting strips | Both sides, min.<br>6 feet  | Both sides, min. 6<br>feet   | Both sides, min. 6<br>feet   | None                                      |
| Sidewalks       | Both sides @ 5<br>feet min. | Both sides @ 5 feet          | Both sides @ 5 feet          | None                                      |

K. SUBDIVISION OF LAND. If the PUD involves the subdivision of land, as defined in the subdivision ordinance, the applicant shall submit all required land division documents in accordance with the requirements of Chapter 14, Green Bay Municipal Code, and Chapter 236, Wisconsin Statutes. If there is a conflict between the design standards of the subdivision ordinance and the design guidelines of this ordinance, the provisions of this ordinance shall apply.

L. OWNERSHIP AND MAINTENANCE OF PUBLIC SPACE. Provisions shall be made for the ownership and maintenance of streets, squares, parks, open space, and other public spaces in a PUD by dedication to the City or management by an entity, such as homeowners association or neighborhood association approved by the Common Council.

M. PROPOSED SCHEDULE OF DEVELOPMENT PHASING. The section allows for phased construction with the knowledge that subsequent phases will be developed consistently with earlier phases and under the review of the Plan Commission in accordance with the provisions of Chapter 13, Green Bay Municipal Code. Phasing of this PUD shall be permitted, provided that each individual phase is designed and developed to exist as an independent unit and that the construction and improvement of common open space and site amenities shown on the development plan proceeds at the same rate as the construction of dwellings and other permitted land uses. Any violation of this provision shall authorize the Common Council to hold a public hearing to review the status of the PUD and impose any remedies it deems appropriate, including, but not limited to, revocation of permits, issuance of construction orders, or issuance of citations for failure to comply with such orders.

The applicant must submit to the Planning Department for review a Final Development Plan for each phase before development on it can begin. The Final Development Plan for each phase must include a written summary describing the following information:

1. Proposed subdivisions of land, including total number and type of dwelling units.
2. Planned utility improvements plan showing underground and above-ground lines and structures for sanitary sewers, electricity, gas, telecommunications, etc.
3. A site plan, including proposed topographic contours at 2-foot intervals, with the following information:

## ZONING ORDINANCE NO. 4-18

- a. The location existing and if know commercial and mixed-use structures that will remain, with height and gross floor area noted.
- b. The location and function of proposed open space.
- c. The circulation system indicating pedestrian, bicycle, and motor vehicle movement systems, including existing and proposed public streets or rights-of-way; transit stops; easements or other reservations of land on the site; the location and dimensions of existing and proposed curb cuts, off-street parking, and loading spaces, including service access for receiving and trash removal; sidewalks and other walkways.
- d. Location of all trees, shrubs, and groundcover proposed or existing to remain on the site.
- e. The location of street and pedestrian lighting, including lamp intensity and height.
- f. If known, detailed elevations of all proposed commercial buildings and typical elevations of residential buildings. Scaled elevations should identify all signs; building materials; the location, height, and material for screening walls and fences, including outdoor trash storage areas; electrical, mechanical, and gas metering equipment; storage areas for trash and recyclable materials; and rooftop equipment.

4. Stormwater Management Plan as required by Chapter 30, Green Bay Municipal Code.
5. Ownership and maintenance of public space (see Section 3.N of this ordinance).
6. Any other information deemed necessary by the Zoning Administrator in order to evaluate plans.

### N. AMENDMENTS TO PLANNED UNIT DEVELOPMENT. Requested amendments to the PUD or to individual phases of the PUD as subject to the following:

1. Minor changes. Minor changes to the final plan adopted by the Plan Commission may be approved by the Planning Department, provided that the changes do not involve:
  - a. Increases or decreases of less than 10 percent in the floor area of structures or number of dwelling units or the area designated as open space.
  - b. Changes to the street layout or circulation pattern that would eliminate a street or path segment or an intersection.
  - c. Changes to primary architectural style(s) as shown.
  - d. Alteration of any conditions attached or modifications to the conceptual plan made by the Common Council.
  - e. Any other changes that, in the opinion of the planning staff, depart from the original concept or intent of the conceptual plan.
2. Major changes. A major change to a final plan shall require approval by a majority vote of all members of the Common Council.



**O. FINAL SITE PLAN APPROVAL.**

1. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner for single-family attached dwellings shall receive approval of final site plans from the Community Development Review Team.
2. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner for multi-family dwellings shall receive approval of final site plans from the Plan Commission.
3. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner for duplexes, townhouses, and rowhouses shall receive approval of final site plans from the Community Development Review Team as part of the conditional-use permit.

**SECTION 4.** This PUD shall be recorded with any future plats or land divisions.

**SECTION 5.** 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 6.** 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 7.** Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

**SECTION 8.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 9.** This ordinance supersedes any discrepancies between the standards herein and the Grandview Place Development Plan Report listed in Exhibit A.

**SECTION 10.** 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 11.** 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.

ZONING ORDINANCE NO. 4-18

**SECTION 12.** 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 6 day of March, 2018.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

Kris A. Troke  
Clerk

01/20/15

Attachments:

Site Map

Exhibit A - Grandview Place Development Plan

Exhibit B - Grandview Place Natural Resources Inventory

Exhibit C - Grandview Place Existing Site Topography Map

Exhibit D - Grandview Place land Use Map

Exhibit E - Grandview Place Circulation Plan (sidewalks required)

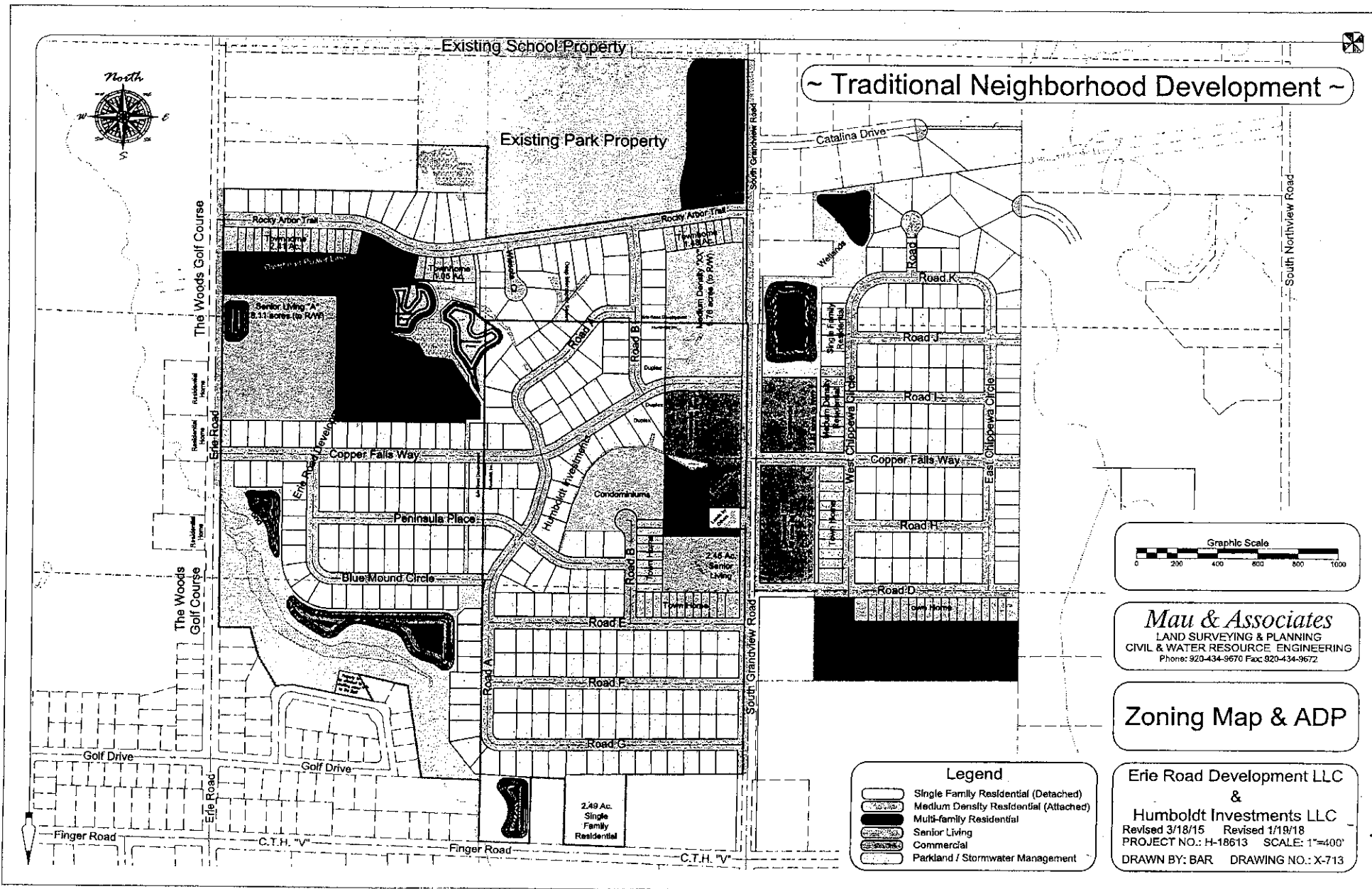
Exhibit F - Grandview Place Phasing Map

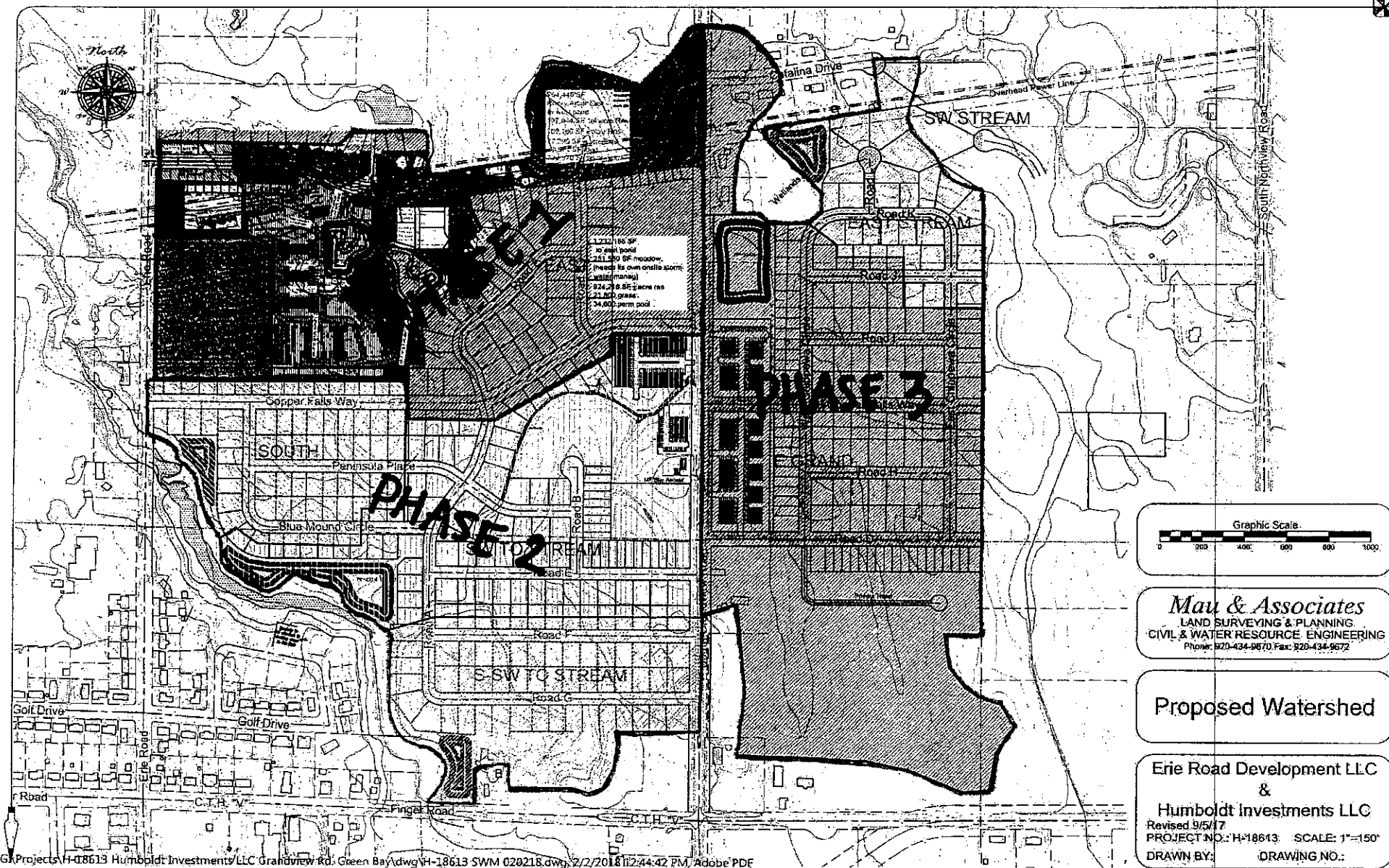
Exhibit G - Grandview Place Development Site

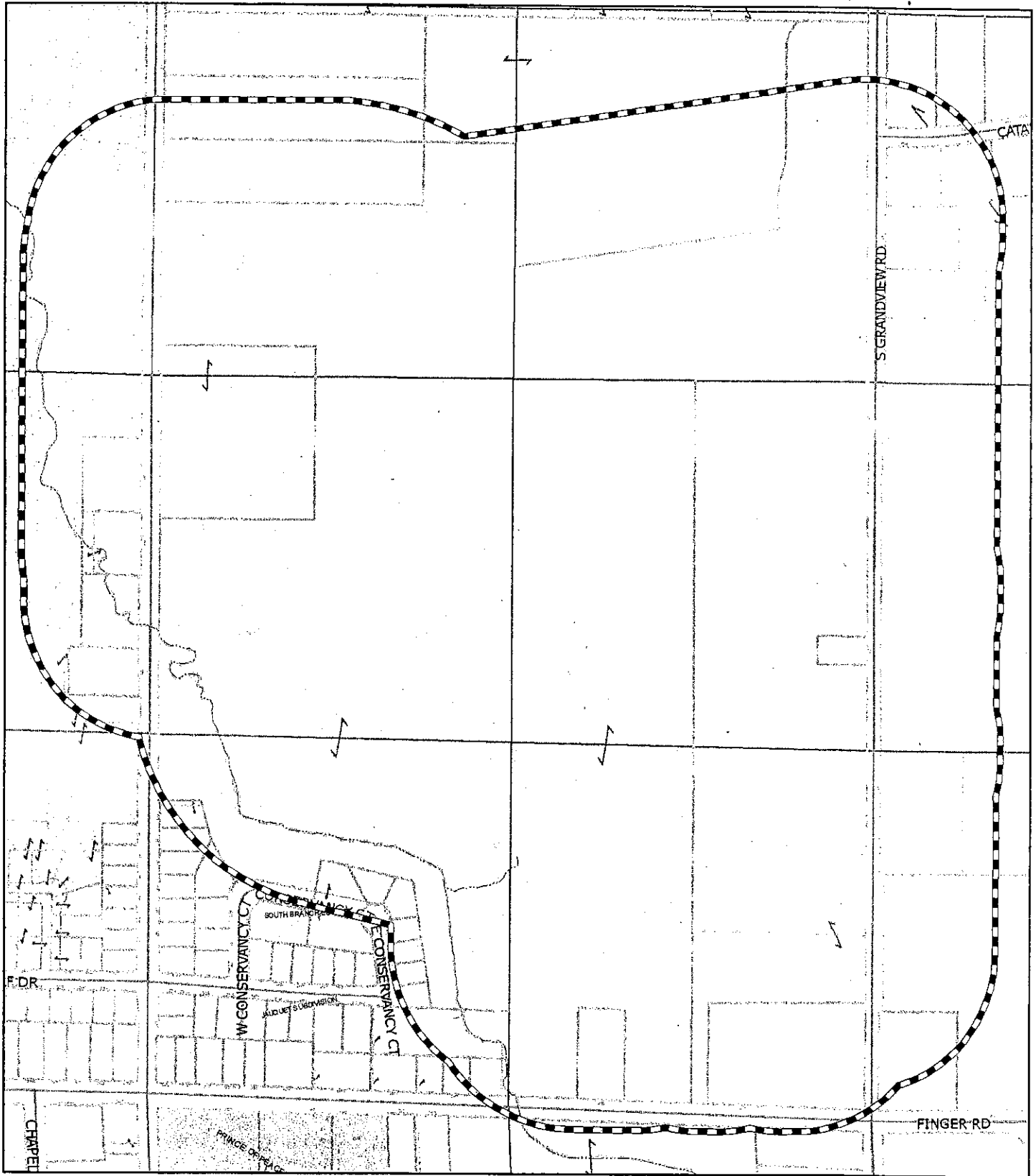
Exhibit H - Grandview Place Development Site

Exhibit I - Grandview Place Conceptual Stormwater Management Plan

1061







# PUD Amendment (ZP 18-03) Grandview Place

0 140 280 560 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. SJH 13 Feb 2018 X:\Planning\City\DATA\_GIS\CityActions\ZP 18-03 Map.mxd



Notification Area





## Report to the Green Bay Plan Commission

### MEETING DATE

June 29, 2021

### PREPARED BY

Paul Neumeyer, Staff

### AGENDA ITEM # Q.4

To hold over the request to amend the Planned Unit Development (PUD) at 610 N. Broadway for the NEW Community Clinic to allow for staff to work with the applicant regarding the scale of the building and consideration of reduced parking along the North Broadway frontage. (Public Hearing & Meeting 06/07/21)

### BACKGROUND

**Primary Address:** 610 N. Broadway

**Alderson/District:** Ald. Randy Scannell/District 7

**Reason for Request:** To permit a community clinic use.

**Surrounding Zoning and Land Uses:**

SUBJECT: Planned Unit Development (PUD) - vacant

NORTH: Varied Density Residential (R3) - Residential uses

SOUTH: Planned Unit Development (PUD) - Railyard Development

EAST: Planned Unit Development (PUD) - NEW Community Shelter

WEST: Highway Commercial (C2)/Downtown One (D1) - Commercial uses

**Comprehensive Plan:** The 2022 Smart Growth Plan designates this area as Other Public or Semi Public as part of CPA 14-01. The amendment of the PUD and proposed use are consistent with the recommendations of the Comprehensive Plan as amended.

**Report:** The subject property is located on the southeast corner of N. Broadway and Mather Street. The site adjoins the NEW Shelter and is part of the same Planned Unit Development (PUD). The subject property was added to the PUD in 2010. The parcel for the proposed clinic contains approximately 42,963 sq. ft. or 0.99 acres. The PUD is intended to permit the construction of a one-story clinic with access from Mather Street on the north and N. Broadway via the parking lot on the south. A transitional yard is provided along the east and south property lines adjacent to the Broadway Lofts residential development. A copy of the site plan, building elevations and brief narrative are attached within this agenda packet as well as a copy of the draft PUD.

Staff feels the proposed use is compatible with the surrounding land uses. Ald. Randy Scannell and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no objections or calls regarding this request.

### RECOMMENDATION

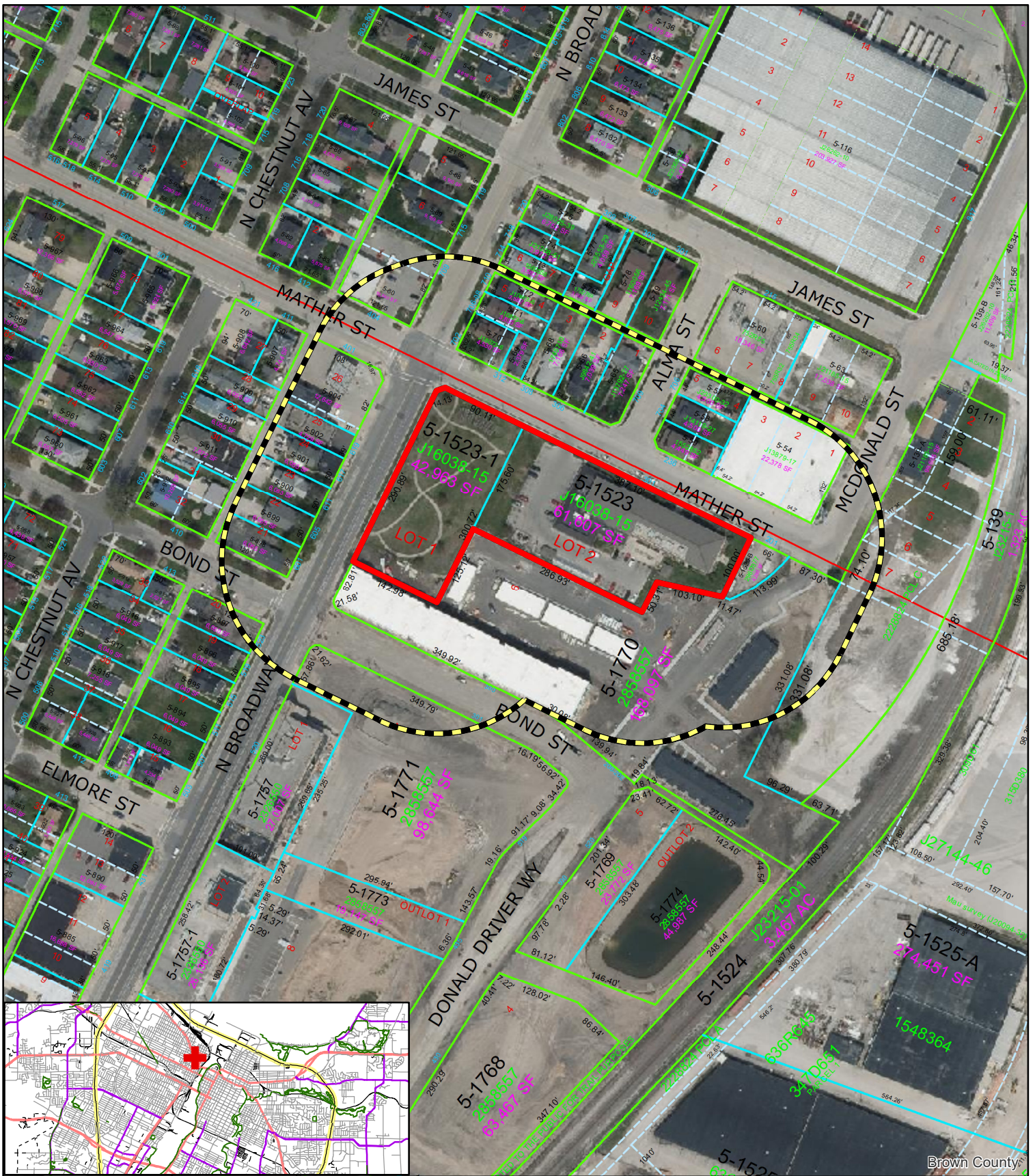
Approval of the request, subject to the draft Planned Unit Development (PUD).

### FISCAL IMPACT

## ATTACHMENTS

1. ZP 21-16 letter
2. Site Narrative\_Site Plan\_ Bldg Elevations
3. ZP 21-16 PUD Draft





## Zoning Petition (ZP 21-16)

### Proposed Planned Unit Development (PUD) Amendment

#### 610 North Broadway



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



# North Broadway and Mather NEW Community Clinic Planned Unit District Submission



## Narrative

NEW Community Clinic seeks to allow a change to existing PUDs for the property located at the corner of Broadway and Mather (Parcel 5-1523-1). NEW Community Clinic LTD seeks to create a brand new community clinic at the corner. The clinic will support basic health care needs for low-income and uninsured people in the area. This clinic is complimentary to the mission of the NEW Community Shelter which is next door and was the former owner. PUDs were created for this area for the established community shelter. Presently, the parcel in question is primarily a grass field with pedestrian paths and raised landscape beds. This PUD request seeks to use the design language invoked in ZO 25-03 and apply the design to the site with some slight modifications listed below.

## Legal Description

Lot One (1) of Certified Survey Map No. 9265, recorded as Doc. No. 2939425; being part of Fort Howard Military Reserve, now known as the Railroad Grant, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

## Attachments

ZO-25-03 Language

Renderings

Building Plans

Site Plans





somerville

architects  
engineers



VIEW FROM SOUTHWEST



somerville

architects  
engineers



VIEW FROM NORTHWEST





somerville

architects  
engineers



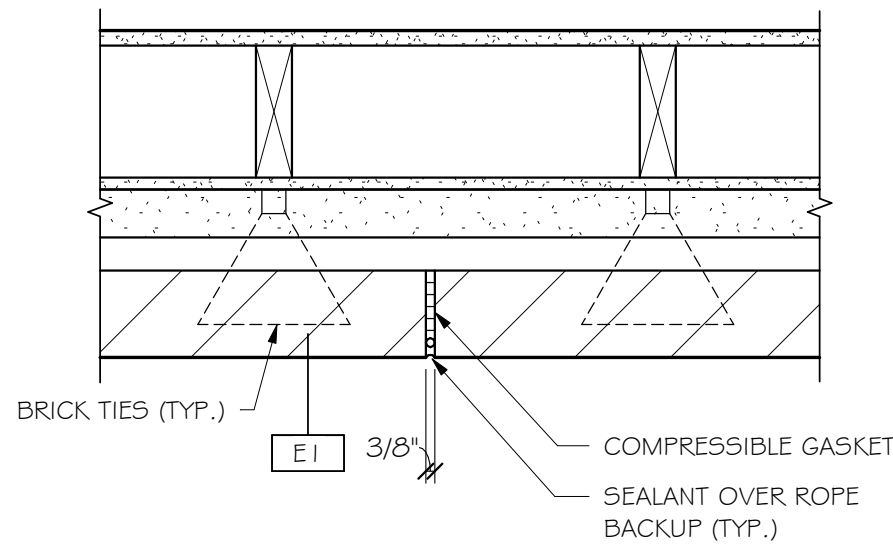
VIEW FROM NORTHEAST



somerville  
architects  
engineers



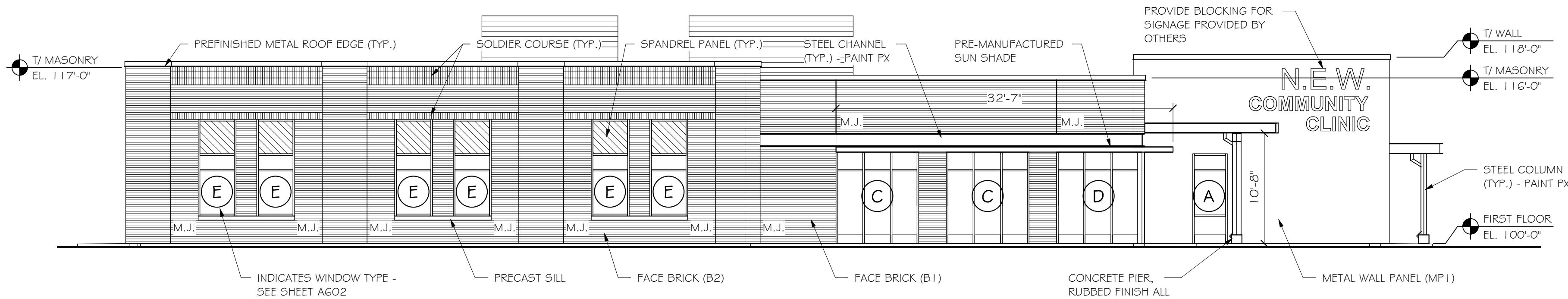
VIEW FROM SOUTHEAST



BRICK VENEER - MOVEMENT JOINT

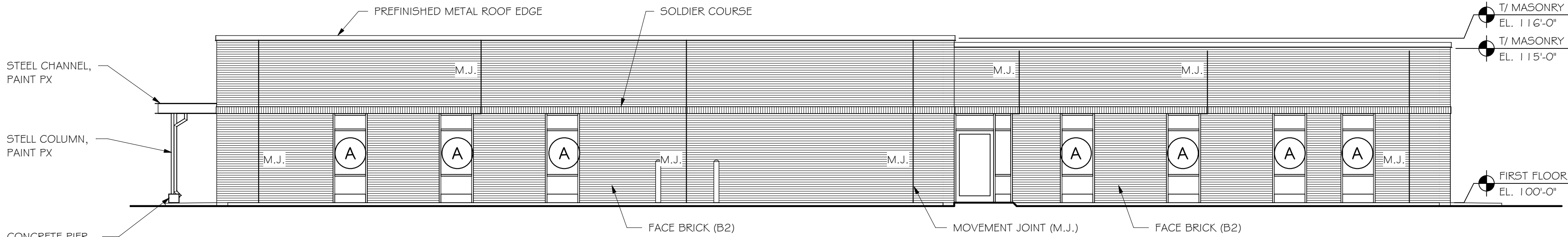
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A301

1 1/2" = 1'-0"



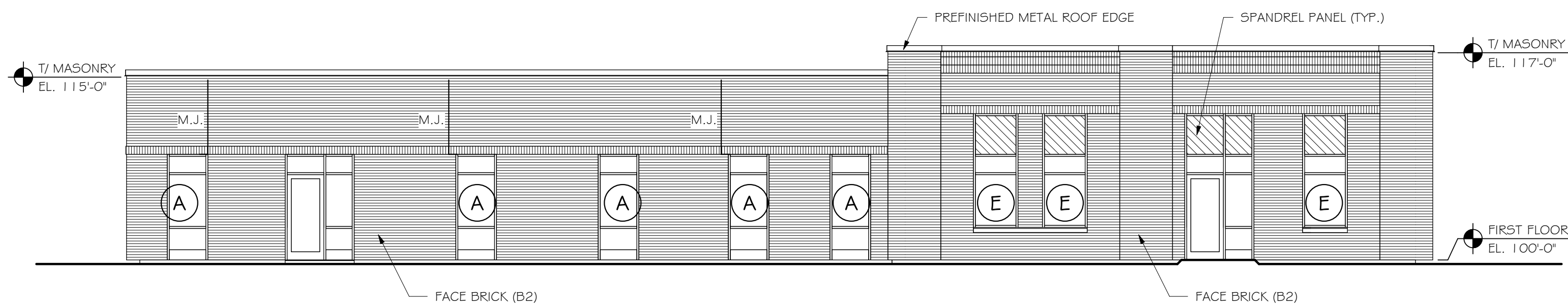
WEST ELEVATION

SCALE: 1/8" = 1'-0"



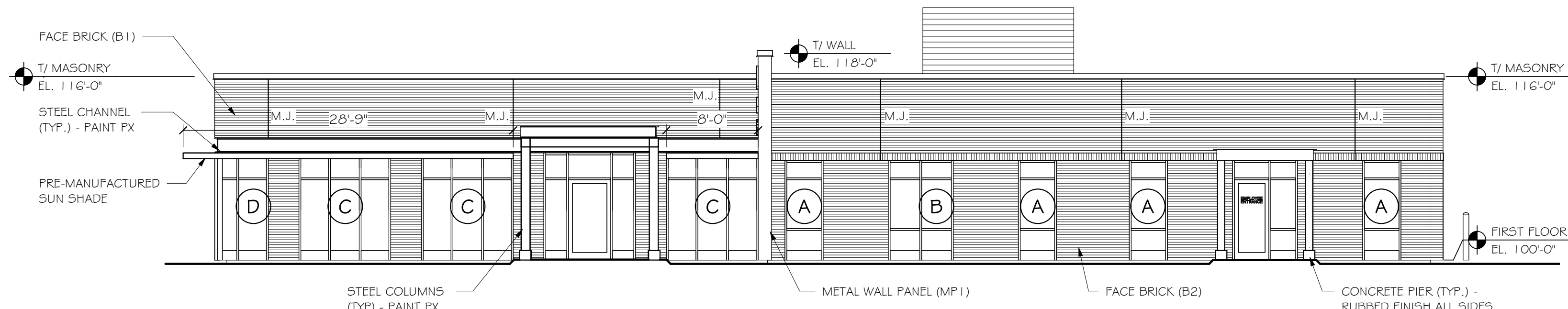
EAST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

| Revision | Description | Date |
|----------|-------------|------|
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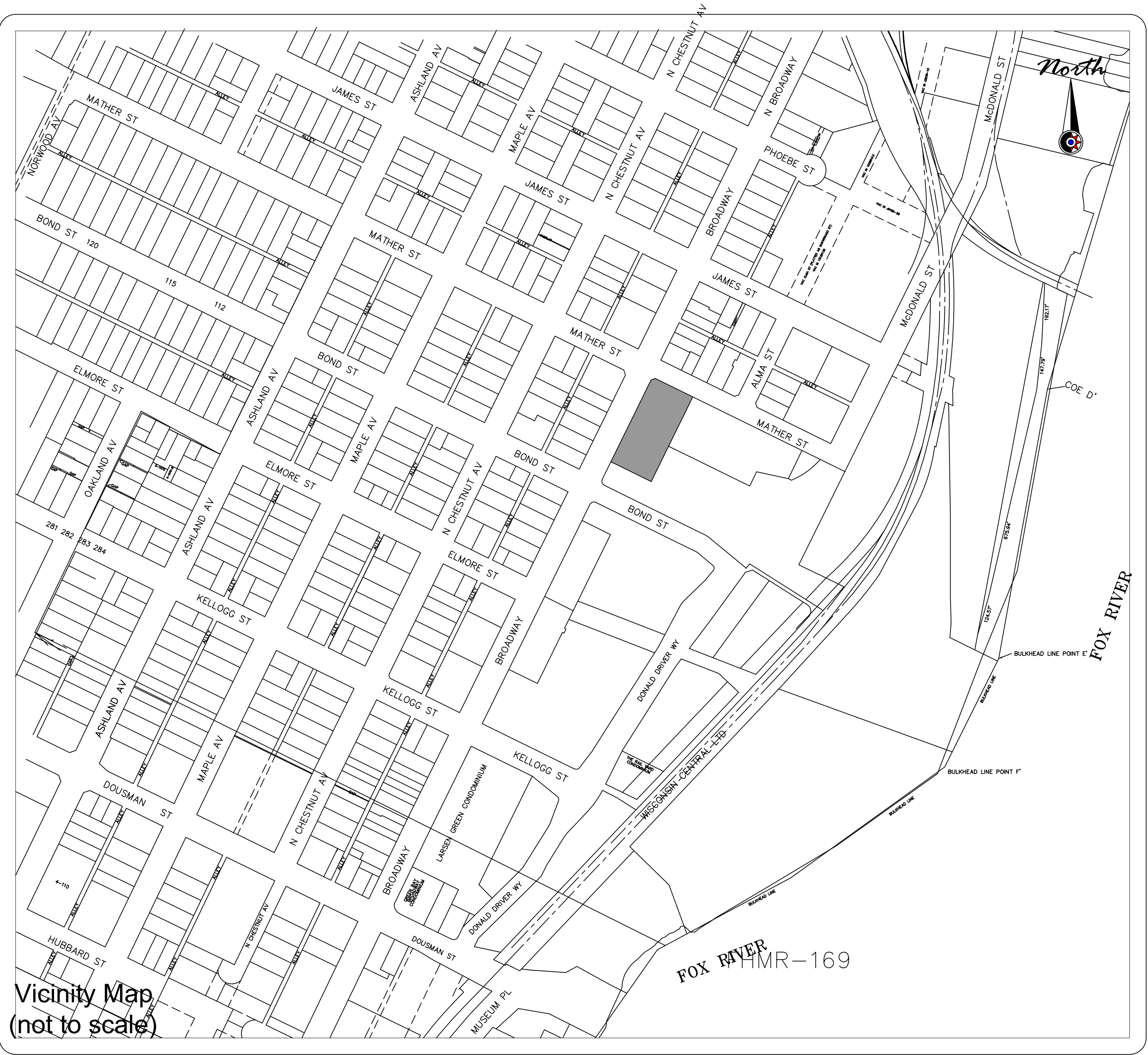
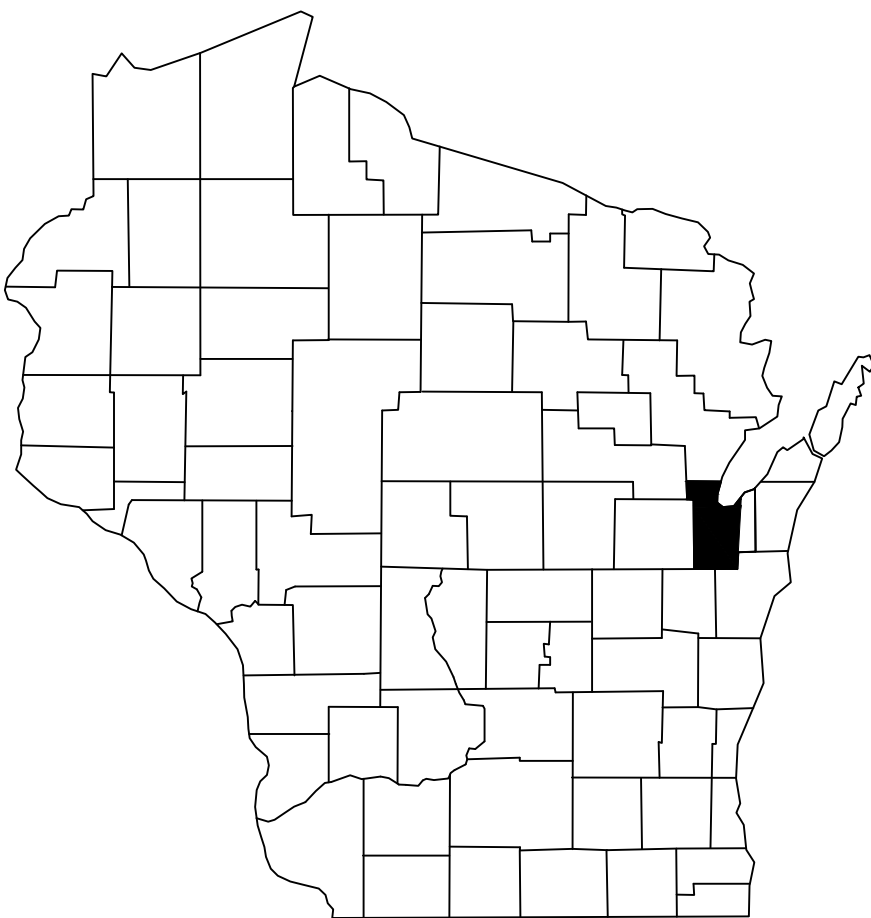




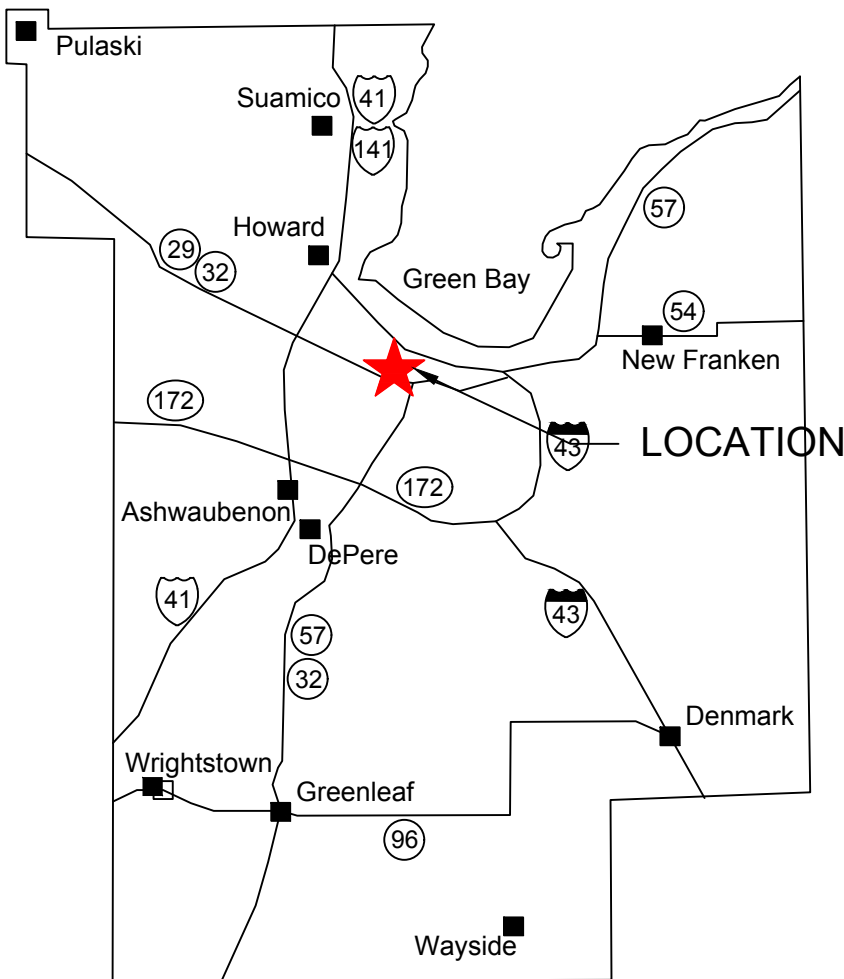
# NEW Community Clinic

610 N. Broadway

City of Green Bay, WI



Vicinity Map  
(not to scale)



## PROJECT INFORMATION

|                      |                                            |
|----------------------|--------------------------------------------|
| OWNER(S):            | NEW COMMUNITY CLINIC, LTD                  |
| PROJECT NAME:        | NEW COMMUNITY CLINIC                       |
| PROJECT DESCRIPTION: | ~ 11,815 SF 14 EXAM ROOM PHYSICIANS CLINIC |
| PROJECT LOCATION:    | 610 N. BROADWAY                            |
| PARCEL NUMBER(S):    | 5-1523-1                                   |

## CONTACT INFORMATION

|           |                                                                                                                        |
|-----------|------------------------------------------------------------------------------------------------------------------------|
| OWNER(S): | NEW COMMUNITY CLINIC, LTD<br>622 BODART STREET<br>GREEN BAY, WI 54301<br>PH.: 920-437-9773                             |
| ENGINEER: | MAU & ASSOCIATES, LLP<br>CONTACT: TONYA WAGNER, P.E.<br>400 SECURITY BLVD.<br>GREEN BAY, WI 54313<br>PH.: 920-434-9670 |

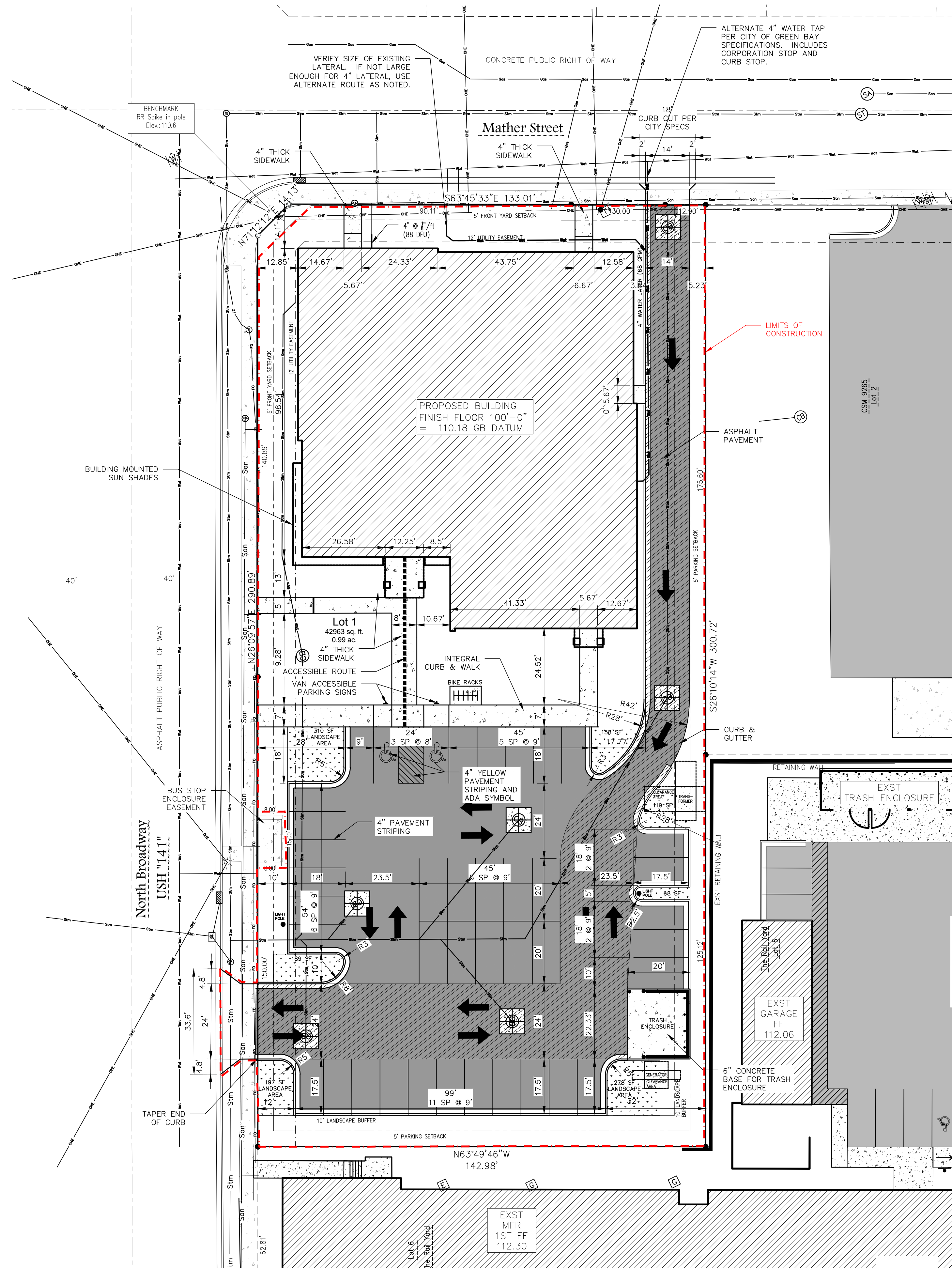
|                                                 |
|-------------------------------------------------|
| SHEET INDEX:                                    |
| C1.0 TITLE SHEET                                |
| C2.0 NOTES                                      |
| C2.1 CITY OF GREEN BAY DETAILS                  |
| C3.0 SITE PLAN & DETAILS                        |
| C4.0 GRADING AND EROSION CONTROL PLAN & DETAILS |
| C5.0 UTILITY PLAN & DETAILS                     |

*Mau & Associates*  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Fax: 920-434-9672

|             |           |
|-------------|-----------|
| DATE:       | 5-17-2021 |
| PROJECT NO. | N-25003   |
| SHEET NO.   | C1.0      |
| DRAWING NO. | S-3403    |

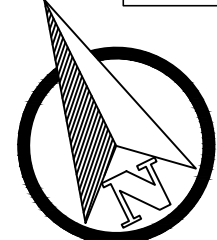


INTERIOR PARKING ISLAND LANDSCAPING  
PARKING AREA = 12,900 SF  
10% LANDSCAPE ISLAND REQUIRED = 1290 SF REQUIRED  
1319 SF OF ISLAND REQUIRED

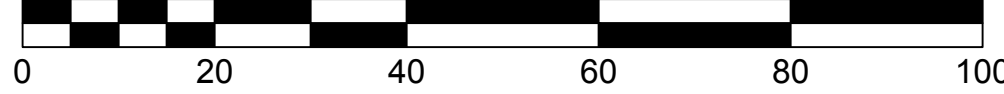


THE CITY OF GREEN BAY  
DEPARTMENT OF PUBLIC WORKS  
MUST BE NOTIFIED (3) WORKING  
DAYS BEFORE THE START OF ANY  
CITY STREET CONSTRUCTION WITHIN  
A PUBLIC RIGHT OF WAY. CONTACT  
MATT WOICEK @ 920-448-3100.

SEE ARCHITECTURAL, PLUMBING,  
MECHANICAL AND ELECTRICAL  
PLANS FOR ADDITIONAL WORK AND  
COORDINATION WITH OTHER  
DISCIPLINES.

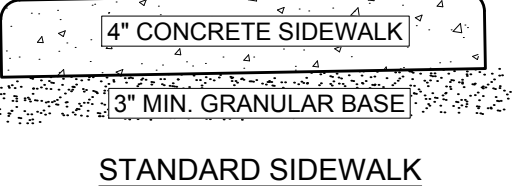
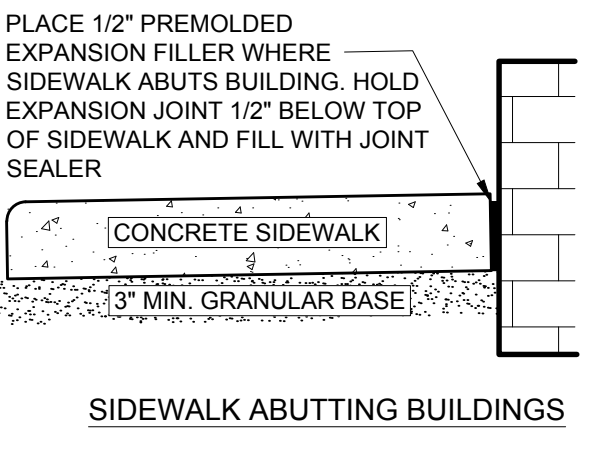
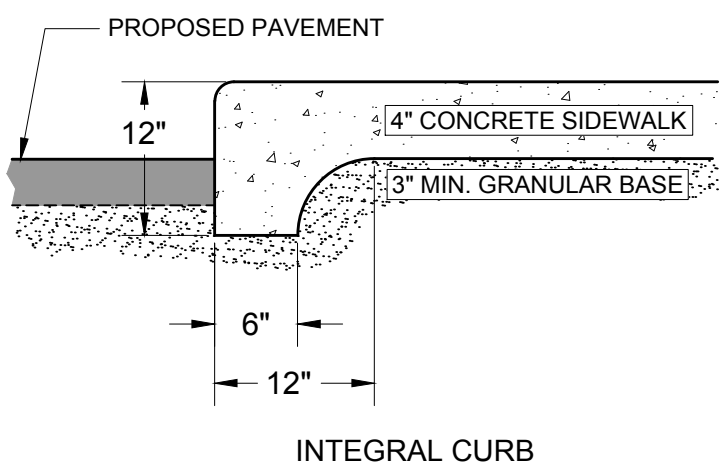
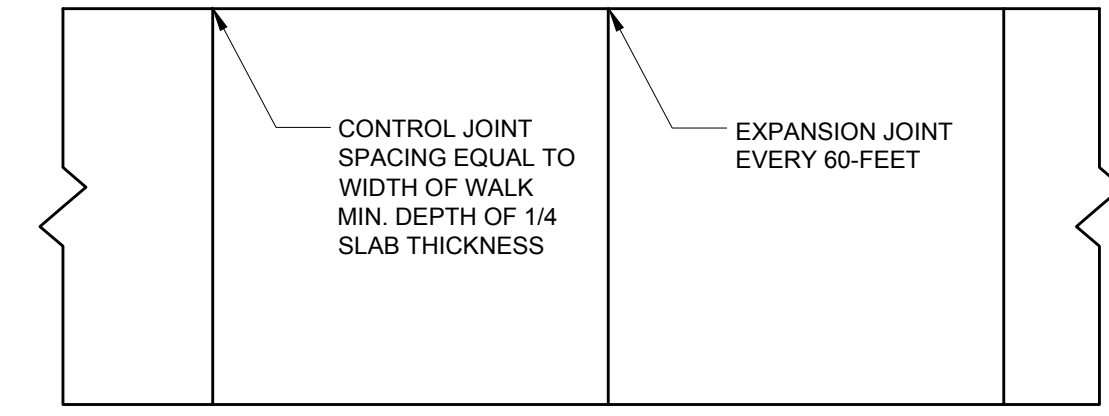
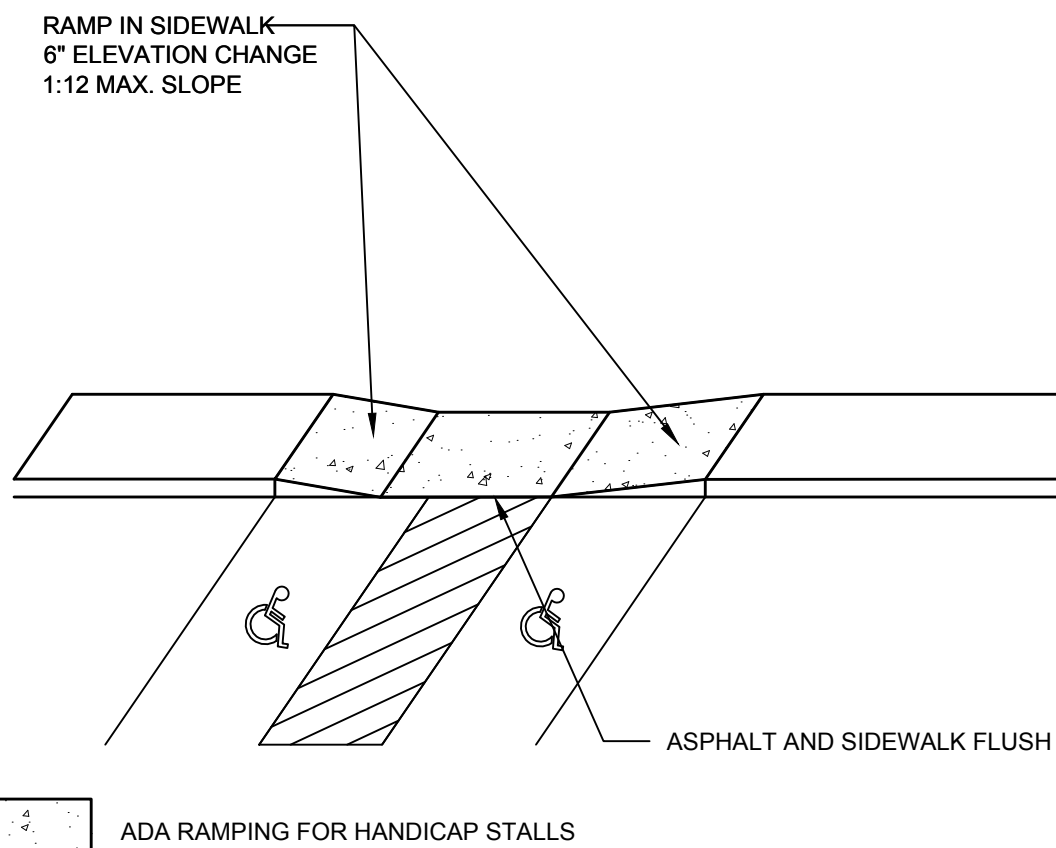
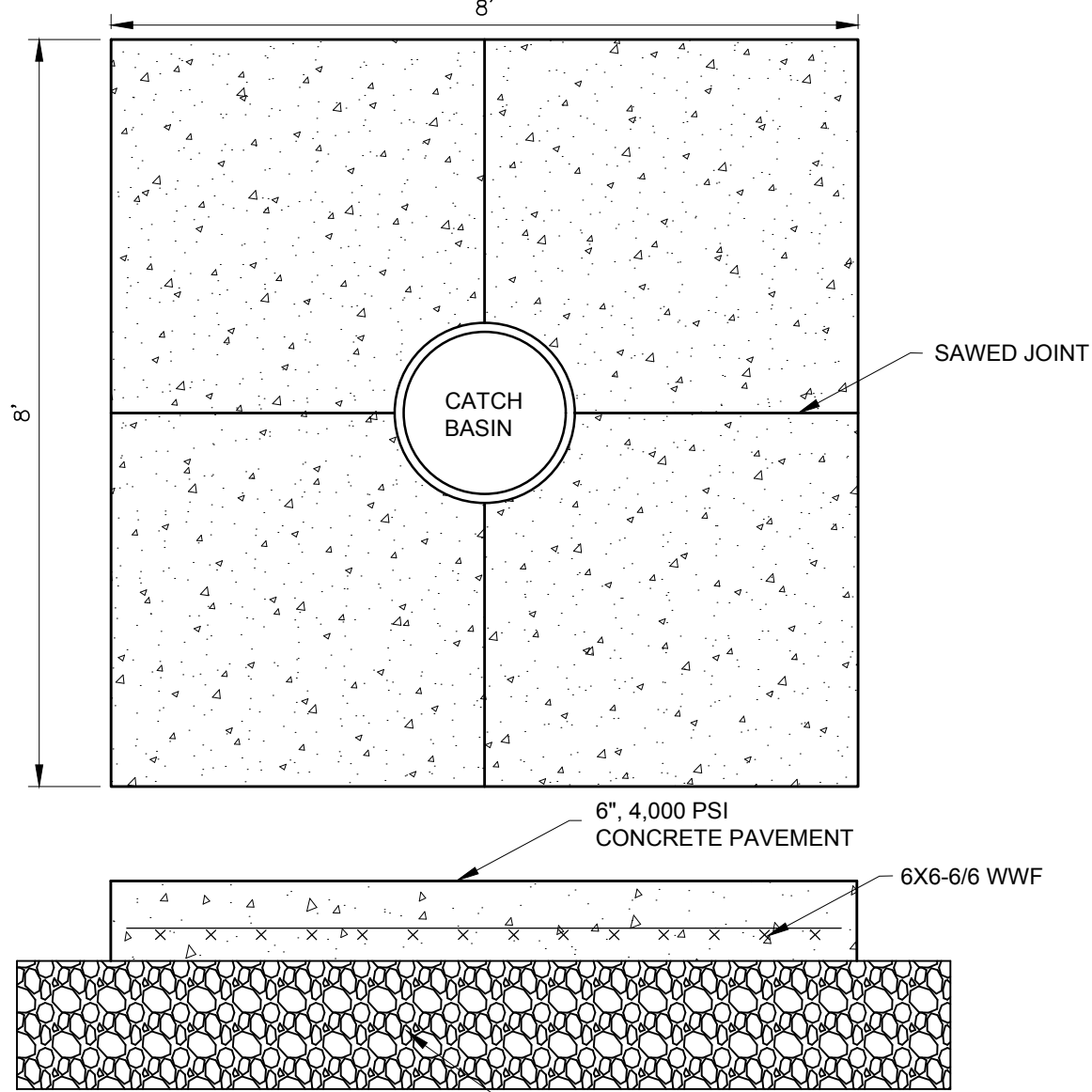


Graphic Scale



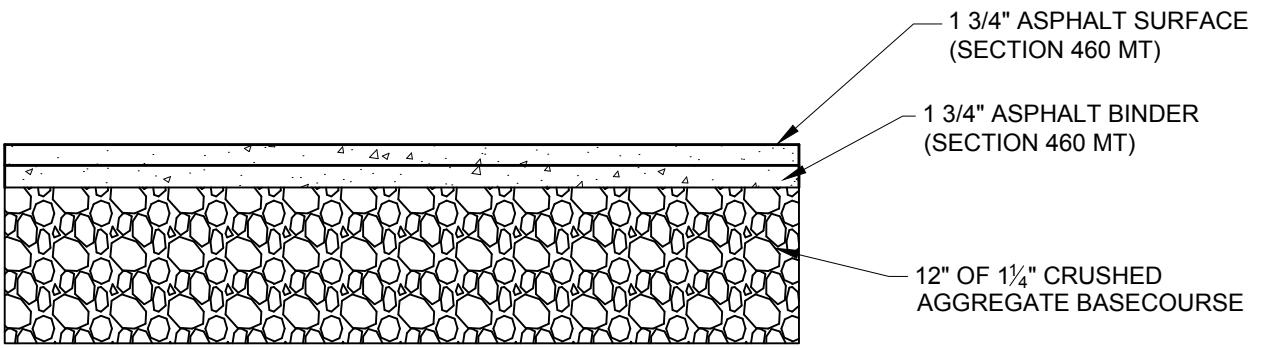
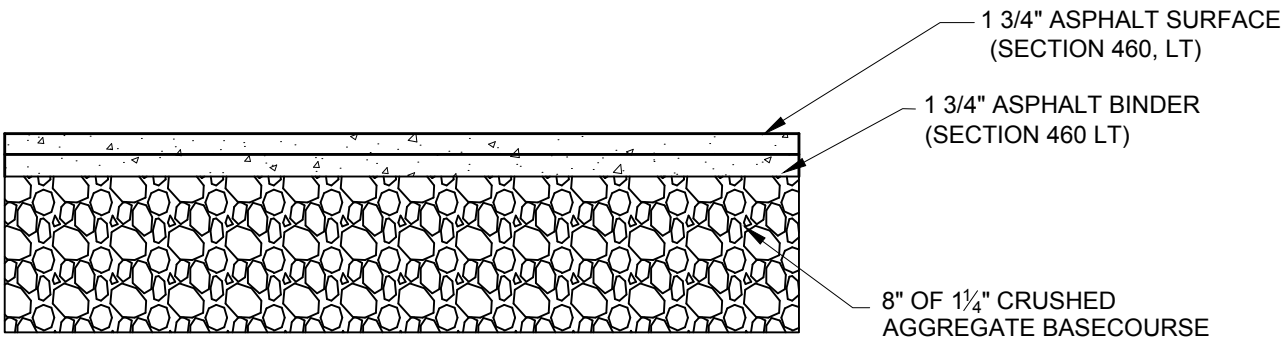
Legend

- SANITARY MANHOLE
- ROUND CATCH BASIN
- STORM SEWER MANHOLE
- CURB INLET
- HYDRANT
- WATERMAIN
- SANITARY SEWER
- STORM SEWER
- LIGHT POLE
- CONCRETE CURB & GUTTER LINE
- EXISTING ASPHALT
- CONCRETE
- GRAVEL
- EXISTING BUILDING
- LANDSCAPE AREA
- DECIDUOUS TREE
- CONIFEROUS TREE
- ACCESSIBLE ROUTE
- FLOODPLAIN LIMITS
- FLOODWAY
- PROPOSED ASPHALT
- PROPOSED HEAVY DUTY ASPHALT
- PROPOSED BUILDING
- SILT FENCE
- INLET PROTECTION
- SLOPE EROSION MAT WISDOT CLASS 1 TYPE A
- CHANNEL EROSION MAT WISDOT CLASS 1 TYPE B
- RIP RAP SIZE AND QUANTITY PER PLAN
- TRACKING PAD
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- 176.41 EXISTING GROUND GRADE
- 2.33% PROPOSED GROUND GRADE DRAINAGE ARROW

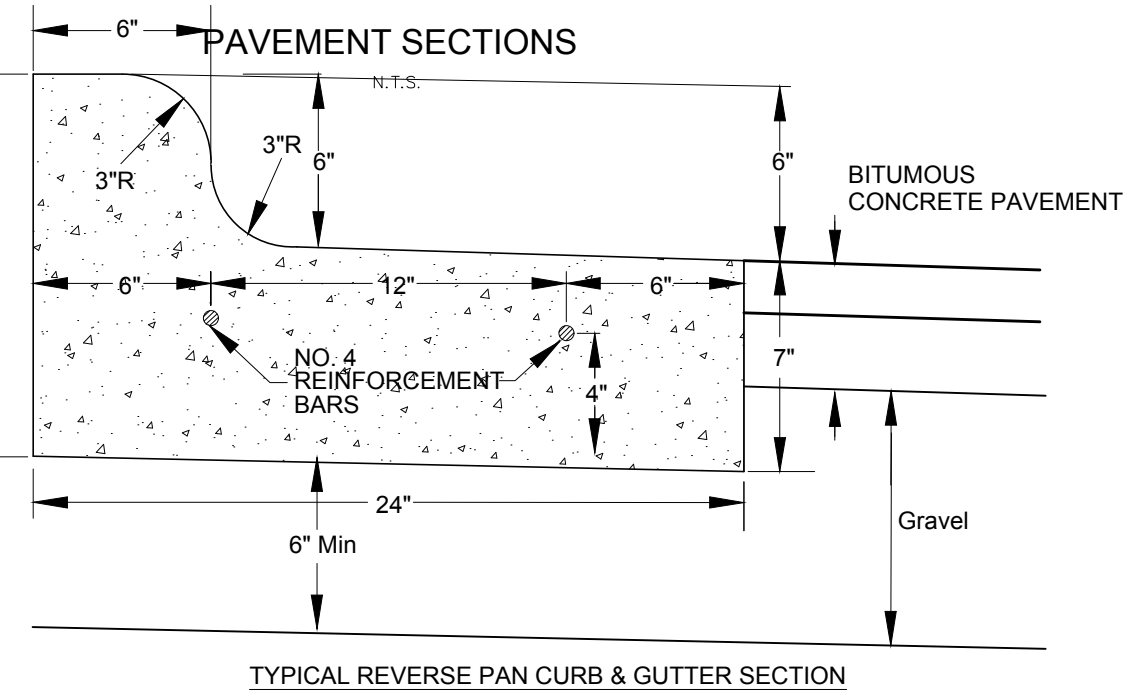


SIDEWALK  
N.T.S.

- NOTES:
- CONCRETE SHALL BE 3000 P.S.I. @ 28 DAYS.
  - MIN. 6-INCH THICKNESS THROUGH DRIVEWAYS.
  - EDGE SIDEWALK WITH 3/8" RADIUS EDGING TOOL.
  - ROUND EDGES AT EXPANSION JOINTS TO 3/8" RADIUS.



- NOTES:
- ASPHALT PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH WISDOT FDM.



- CONTRACTION JOINTS SHALL BE EVERY 15' MAXIMUM OR DESIGNATED BY ENGINEER IN FIELD.
- 6"x6" EXPANSION JOINTS (3/4") SHALL BE PLACED CURB HEAD AT END OF RADI.
- NO. 4 REINFORCEMENT BARS TO BE 20' LONG WITH A 3/4" EXPANSION TUBE REQUIRED ON ONE END AT EXPANSION JOINTS
- NO. 4 REINFORCEMENT BARS TO BE OVERLAPPED A MINIMUM OF 1'.

CURB & GUTTER DETAIL  
N.T.S.

SITE PLAN & DETAILS

SCALE: 1" = 20'-0"

design matters

somerville architects engineers



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LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Fax: 920-434-9672  
Job # N-25003 Drawing # S-3403

[SCALE VERIFICATION]  
1" AT FULL SCALE

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NEW CLINIC BUILDING FOR:  
N.E.W. COMMUNITY CLINIC  
GREEN BAY, WISCONSIN  
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Date: 5/11/21  
Project No. 7554  
Sheet:

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ZONING ORDINANCE NO. 00-21

AN ORDINANCE  
AMENDING ZONING ORDINANCE NO. 12-10  
A PLANNED UNIT DEVELOPMENT (PUD)  
610 NORTH BROADWAY  
(ZP 21-16)

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

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

Legal Description: Lot One (1) of Certified Survey map No. 9265, recorded as Document Number 2939425; being part of Fort Howard Military Reserve, now known as Railroad Grant, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin

Tax Parcel: 5-1523-1

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

- A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) amendment is to permit the construction of a new community clinic. The PUD will unify the campus with consistent zoning standards and while providing appropriate buffering to surrounding properties. The general appearance and design of the site shall generally comply with the attached Exhibits A & B.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
  1. Medical Clinic
  2. Professional offices
  3. Accessory uses as allowed for nonresidential Downtown uses per Chapter 13-714, Table 7-3, Green Bay Zoning Code.
- C. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be as required as follows:
  1. Setbacks Unless otherwise stated, setbacks shall exclude buildings and parking:
    - a. Front yard and corner side yard: 12 feet
    - b. Interior side yard (driveway setback): 5 feet.
    - c. South and east property lines: 10 feet.

2. Heights of Structures: Principal buildings shall not exceed 45 feet in overall height.
  3. Impervious Coverage: Impervious surfaces shall not exceed 90% of the site.
- D. Architecture. Building elevations shall generally comply with the following requirement:
- Building materials. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated, consistent with Exhibit B.
- E. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-500, Green Bay Municipal Code.
- F. Signage. All signage for the current project shall be regulated as follows:
1. All signs shall be constructed and in compliance with Chapter 13-2004 Green Bay Zoning.
  2. Sign standards of the Downtown District, Chapter 13-2008, Table 20-1 shall be followed.
- G. Site Plan Review & Standards
1. A site plan shall be submitted and review per Chapter 13-1800.
  2. All service, loading and refuse areas shall be screened per Chapter 13-1813, Green Bay Zoning.
  3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Zoning.
- H. Parking/Pedestrian Access.
1. All parking shall be regulated as required in Chapter 13-1700.
  2. All bicycle parking shall be regulated as required in Chapter 13-1724, Green Bay Zoning Code.
- I. Landscaping/Transitional Yard
1. A detailed landscape plan shall be submitted for review as part of the site plan review.
  2. The landscape plan shall identifying the type and placement of all proposed plant materials and details regarding all transitional areas along the south and east property lines.
- J. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.



K. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

**SECTION 3.** The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

**SECTION 4.** Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6.** In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

**SECTION 7.** If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

**SECTION 8.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
Mayor Eric Genrich

ATTEST:

\_\_\_\_\_  
Clerk

Attachments:

Exhibit A – Conceptual Site Plan

Exhibit B – Building Façade Elevations

DRAFT



INTERIOR PARKING ISLAND LANDSCAPING  
PARKING AREA = 12,900 SF  
10% LANDSCAPE ISLAND REQUIRED = 1290 SF REQUIRED  
1319 SF OF ISLAND REQUIRED

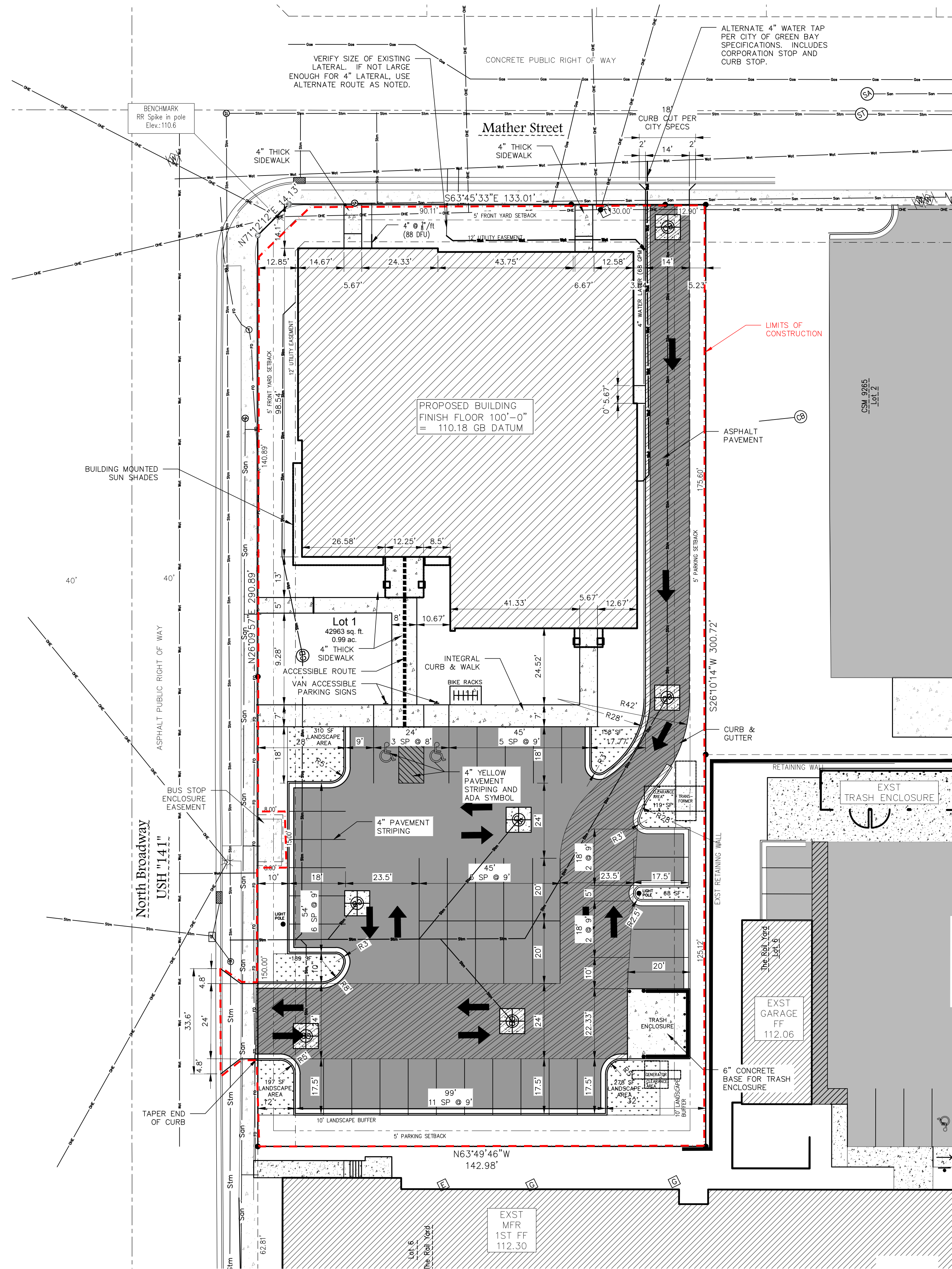
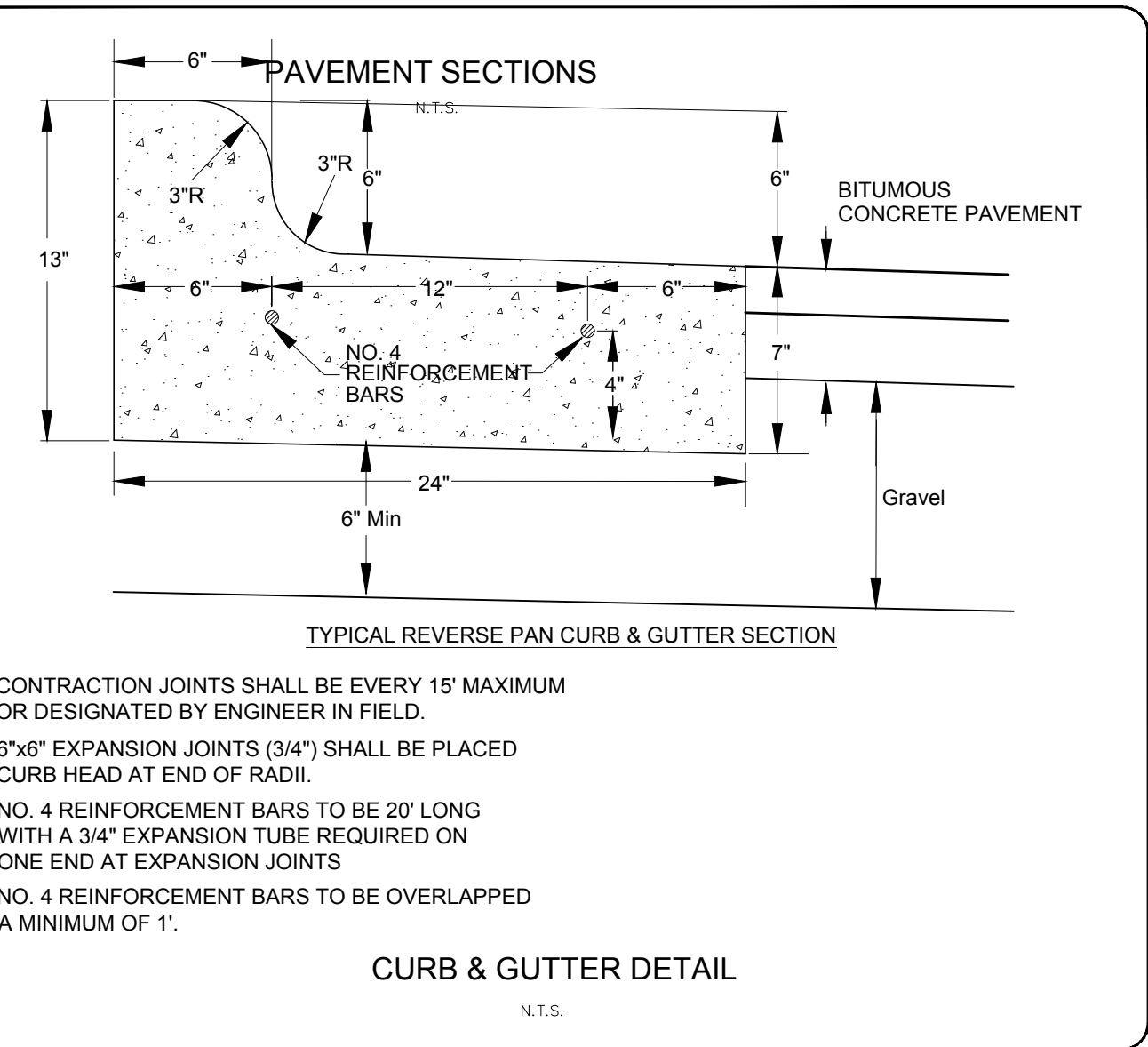
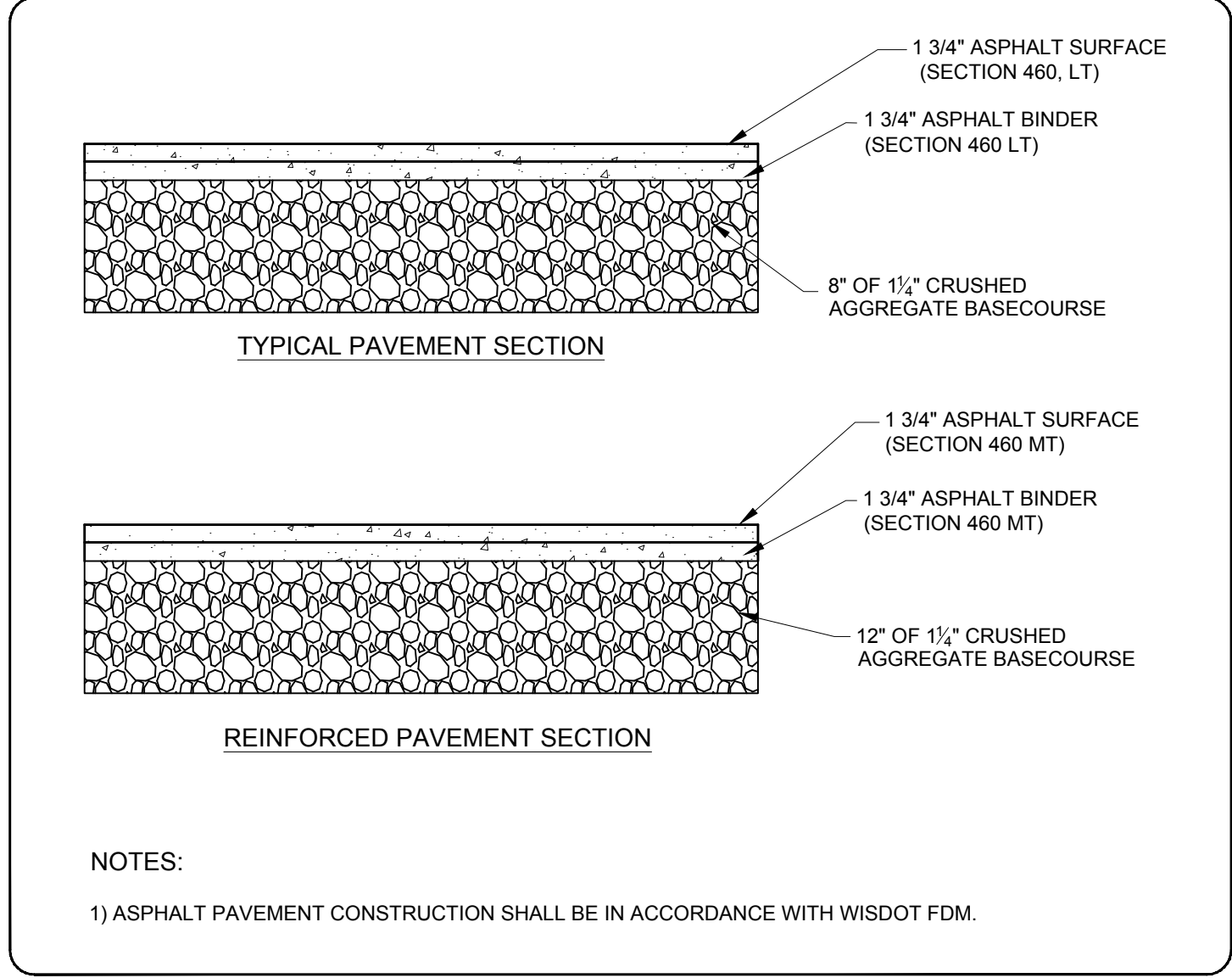
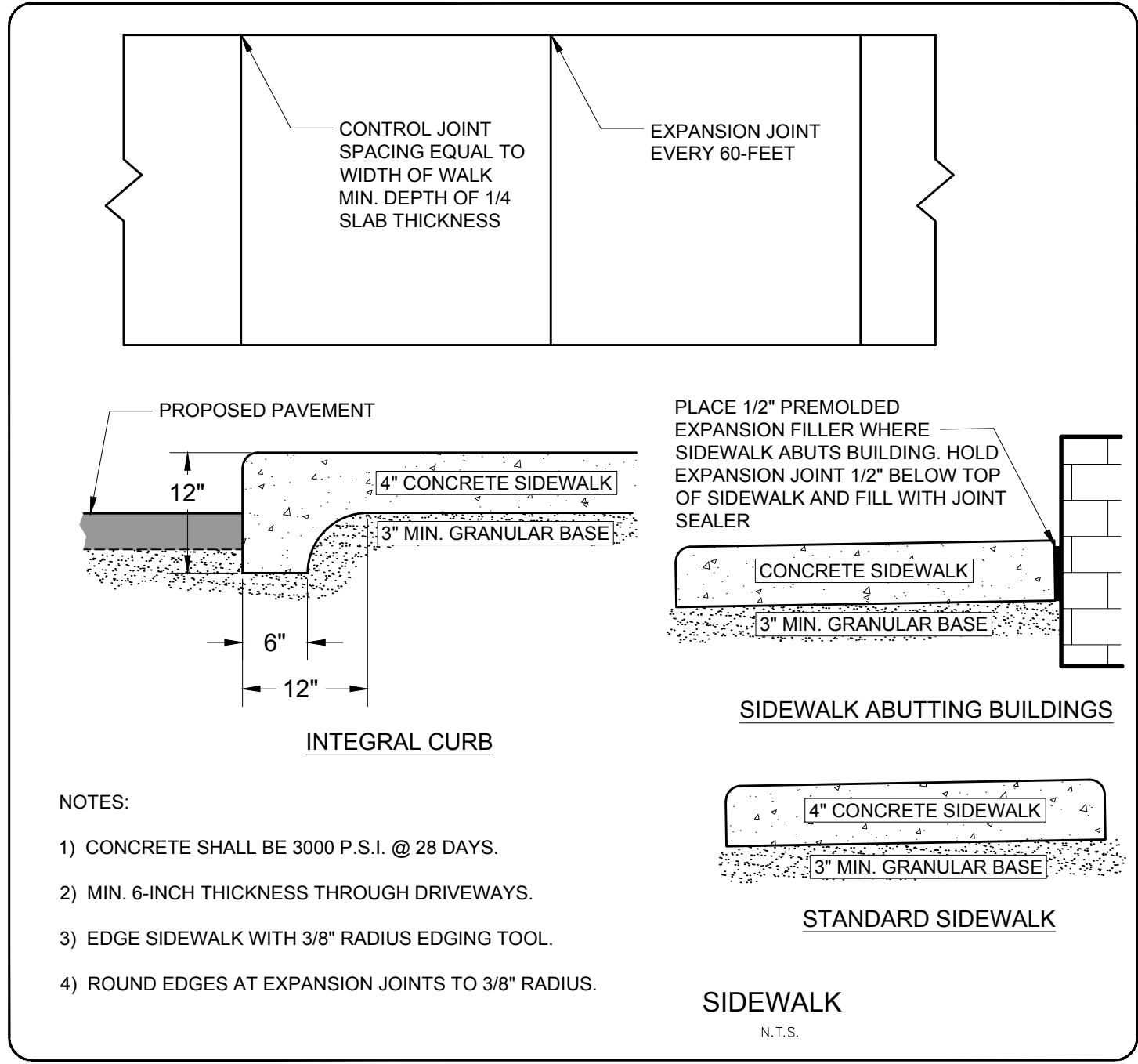
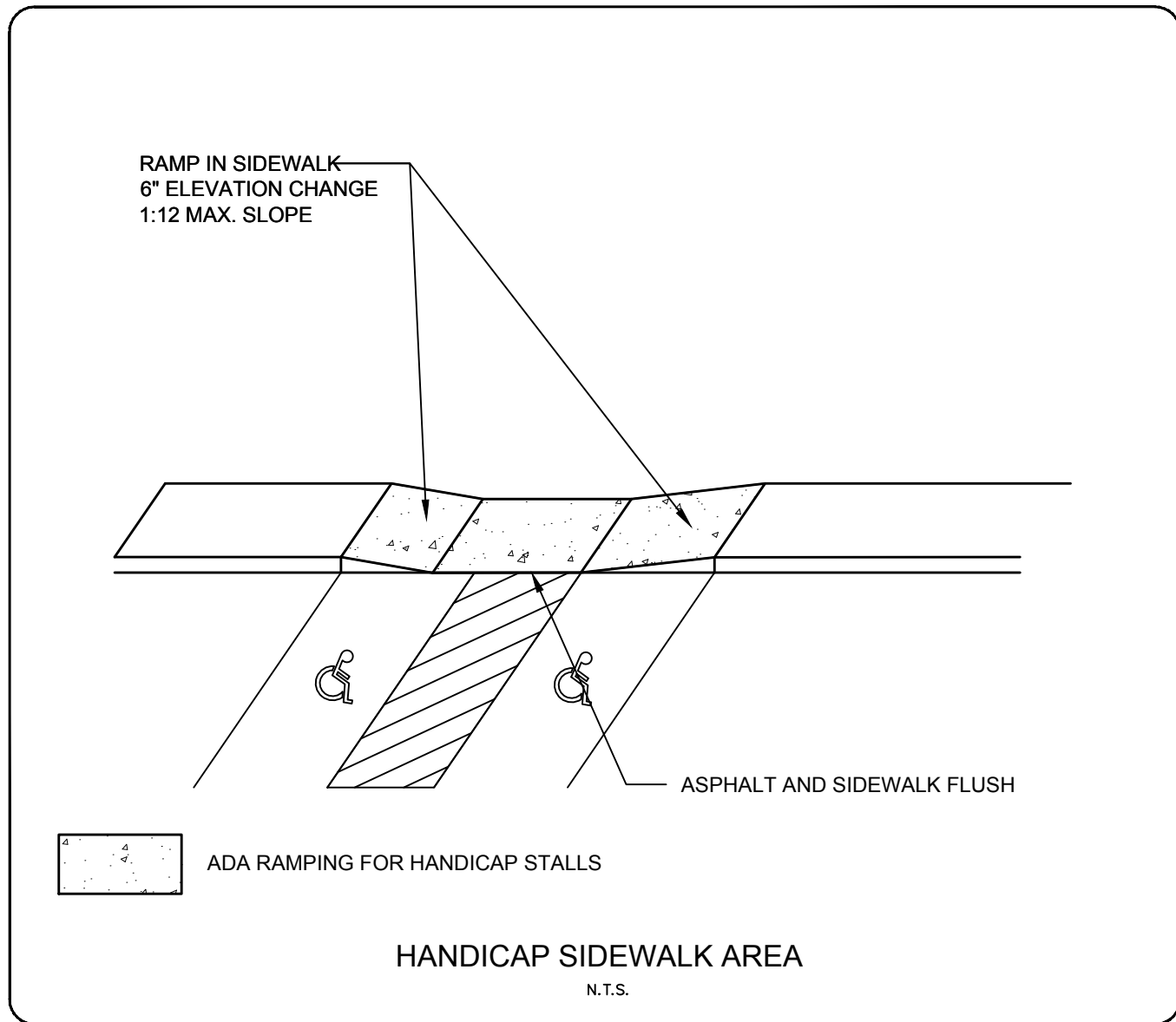
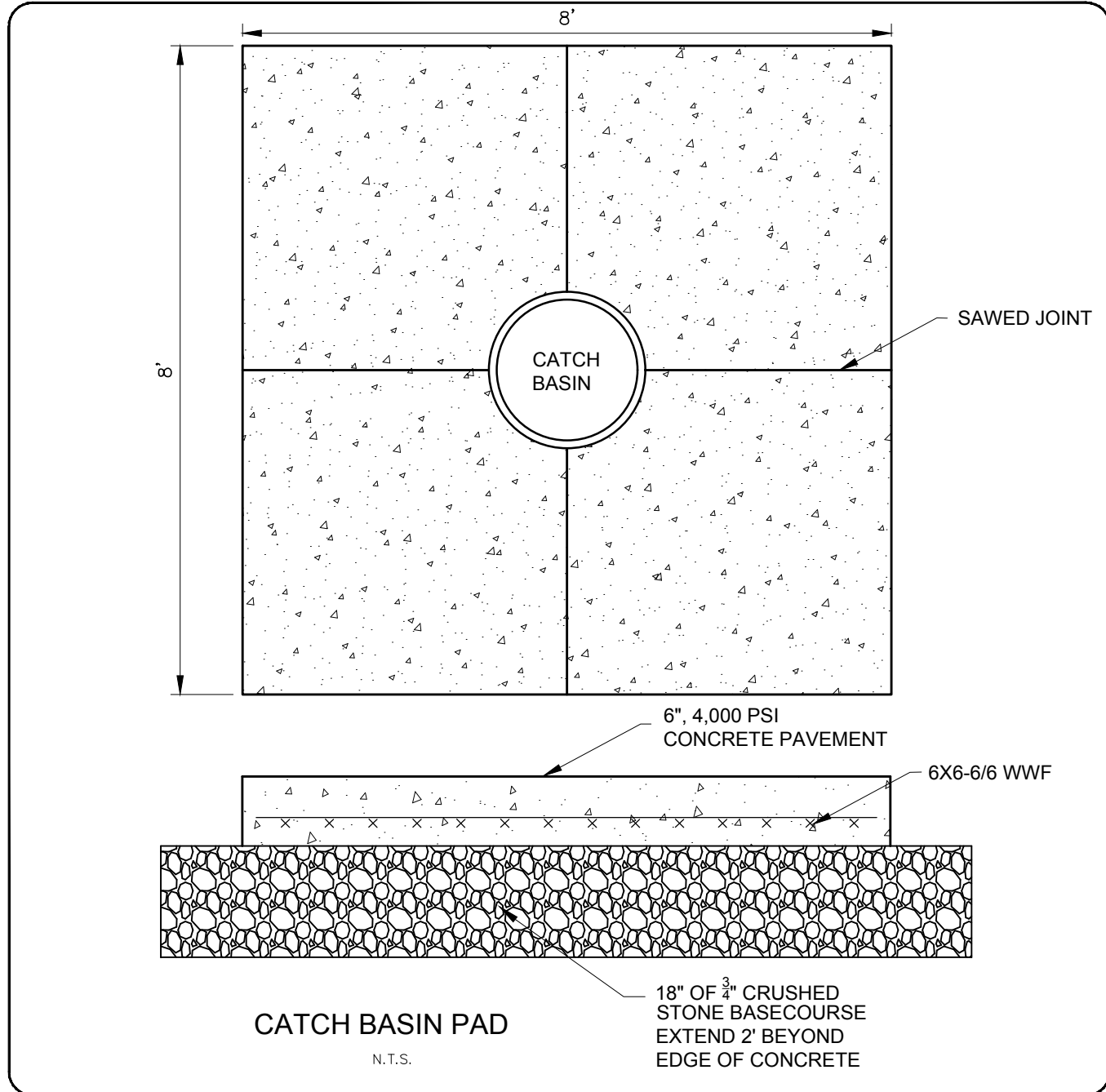
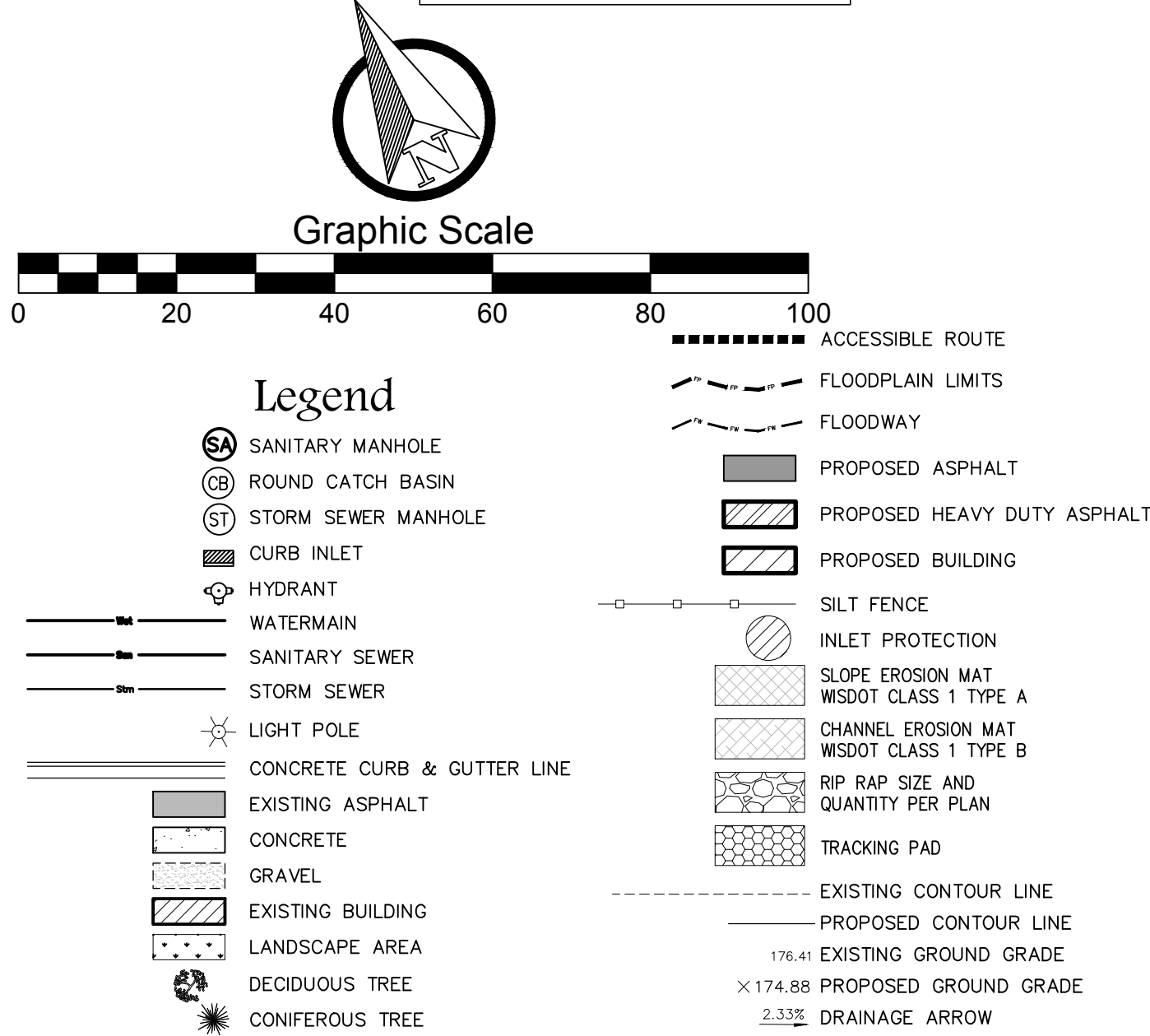


Exhibit A

THE CITY OF GREEN BAY  
DEPARTMENT OF PUBLIC WORKS  
MUST BE NOTIFIED (3) WORKING  
DAYS BEFORE THE START OF ANY  
CITY STREET CONSTRUCTION WITHIN  
A PUBLIC RIGHT OF WAY. CONTACT  
MATT WOICEK @ 920-448-3100.

SEE ARCHITECTURAL, PLUMBING,  
MECHANICAL AND ELECTRICAL  
PLANS FOR ADDITIONAL WORK AND  
COORDINATION WITH OTHER  
DISCIPLINES.



SITE PLAN & DETAILS  
SCALE: 1" = 20'-0"

design  
matters

somerville  
architects | engineers



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Phone: 920-434-9670 Fax: 920-434-9672  
Job # N-25003 Drawing # S-3403

[SCALE VERIFICATION]  
1" AT FULL SCALE

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NEW CLINIC BUILDING FOR:

N.E.W. COMMUNITY CLINIC

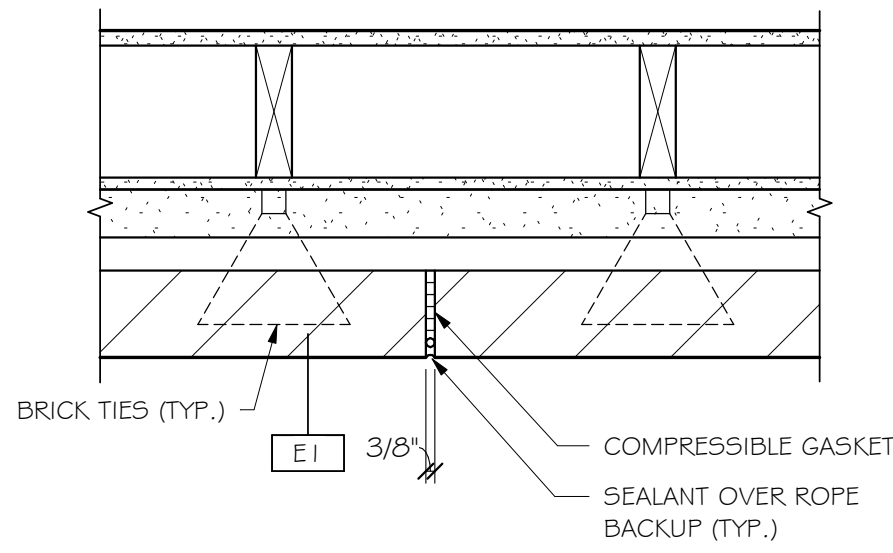
GREEN BAY, WISCONSIN

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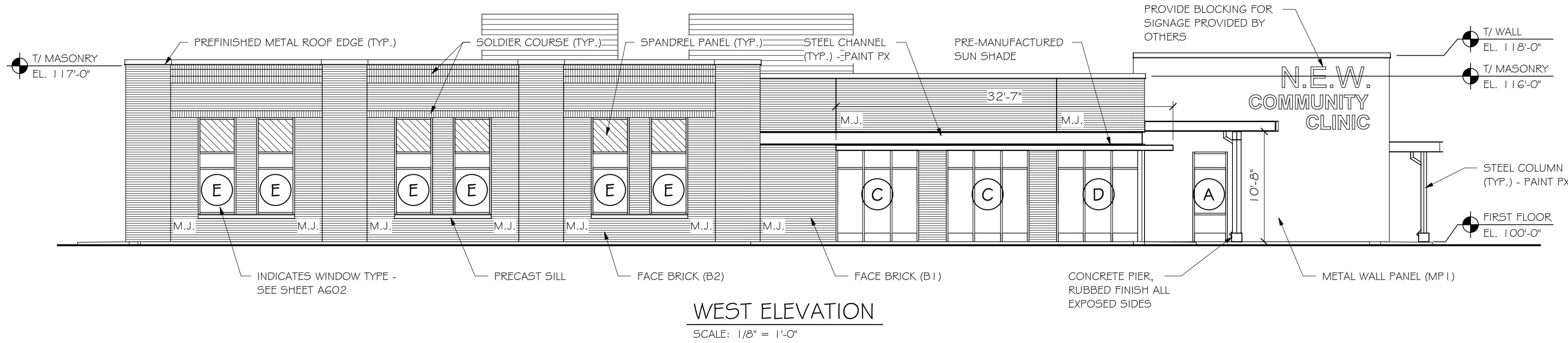




BRICK VENEER - MOVEMENT JOINT

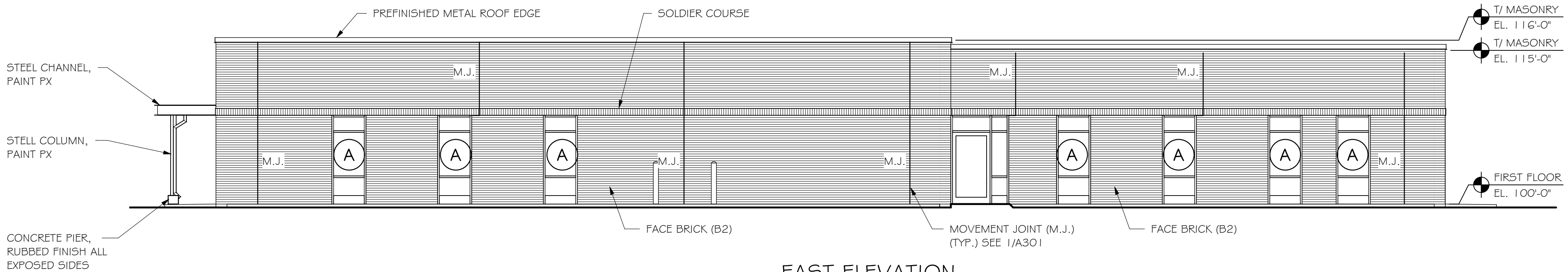
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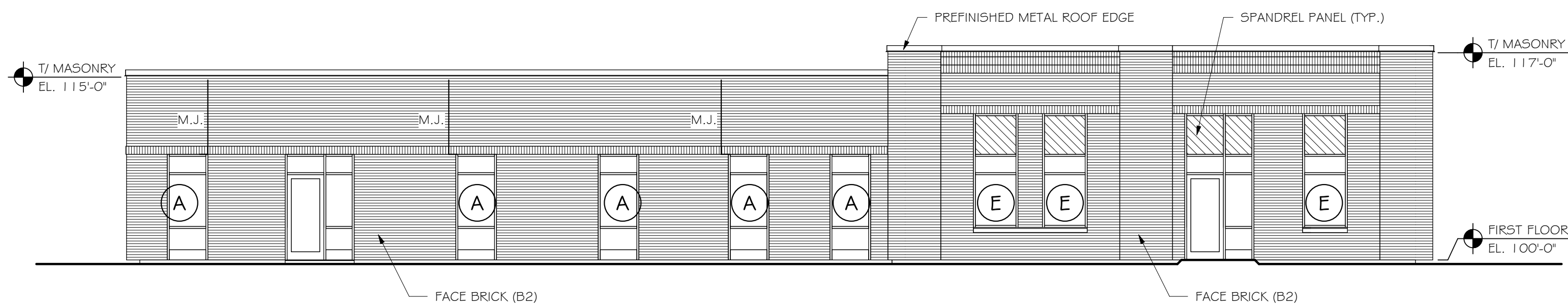
WEST ELEVATION

SCALE: 1/8" = 1'-0"



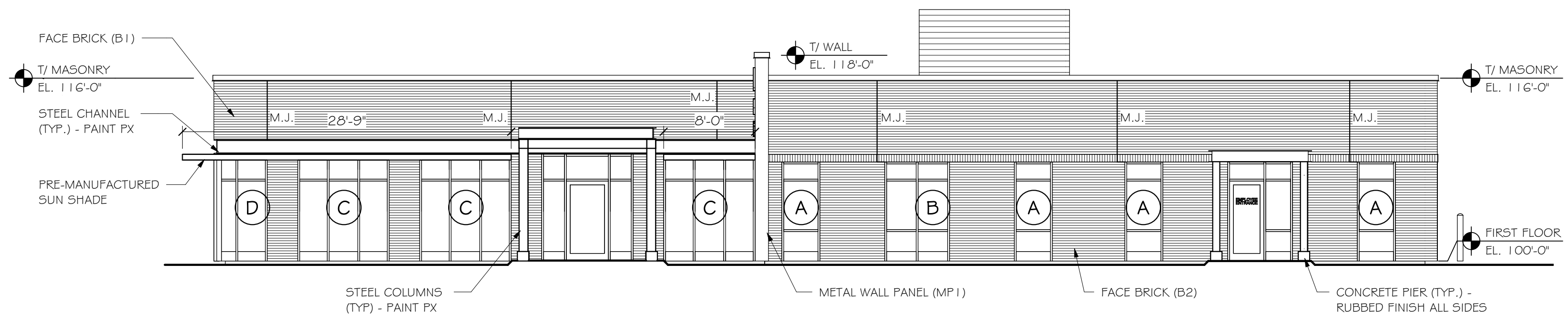
EAST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

EXHIBIT B

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NEW CLINIC BUILDING FOR:

**N.E.W. COMMUNITY CLINIC**

GREEN BAY, WISCONSIN

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4/27/21  
Project No.  
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**A301**

PRELIMINARY

4/23/2021 1:28:25 PM





## Report to the Green Bay Plan Commission

### MEETING DATE

June 29, 2021

### PREPARED BY

Paul Neumeyer, Staff

### AGENDA ITEM # Q.5

To amend the Planned Unit Development (PUD) at 610 N. Broadway for the NEW Community Clinic, subject to the draft Planned Unit Development (PUD). (06/21/21)

### BACKGROUND

**Primary Address:** 610 N. Broadway

**Aldersperson / District:** Ald. Randy Scannell / District 7

**Reason for Request:** To permit a community clinic use.

**Surrounding Zoning and Land Uses:**

SUBJECT: Planned Unit Development (PUD) - vacant

NORTH: Varied Density Residential (R3) - Residential uses

SOUTH: Planned Unit Development (PUD) - Railyard Development

EAST: Planned Unit Development (PUD) - NEW Community Shelter

WEST: Highway Commercial (C2)/Downtown One (D1) - Commercial uses

**Comprehensive Plan:** The 2022 Smart Growth Plan designates this area as Other Public or Semi Public as part of CPA 14-01. The amendment of the PUD and proposed use are consistent with the recommendations of the Comprehensive Plan as amended.

**Report:** This item was held from the June 7, 2021, Plan Commission meeting for further information related to the height of the proposed building and the area along the proposed parking lot. The staff met with architect to discuss the additional information requested by the Plan Commission. The applicant has provided a letter summarizing staff's conversation regarding the design and height of the proposed structure as well as screening of the parking area, the letter attached within this agenda.

To clarify, the floor elevation of the proposed building has a side wall height of 16 ft., over the typical one-story height generally associated with commercial buildings; however, would not qualify as a two-story building. The building height and density item may have to be addressed applicant at the meeting to address further questions of the Commission. Revised building elevations to more accurately portray the building views as well as the updated PUD draft are also attached within this agenda packet.

Along the N. Broadway right-of-way, the architect has proposed a low fence/wall to screen and define the parking area as well as allowing expanded seating for transit stop. Discussions are ongoing with Metro Transit about the exact dimensions related to the bus stop area/easement. Staff also discussed the potential ability to add public art in the space as well; however, the applicant is choosing to add art at their own cost to control the display. An updated site plan is included as part of the PUD draft.

The proposed building holds the corner relative to the end of N. Broadway commercial corridor and

provides a missing link between the NEW Shelter and the adjoining Broadway Lofts development to the south. Enhancements have been offered by the architect to improve the area between the N. Broadway right-of-way and the proposed parking areas to mitigate their visibility. Staff reiterates our recommendation to approve the request subject to the requirements of the draft PUD language.

The following is the staff's report from the June 7, 2021, Plan Commission meeting:

The subject property is located on the southeast corner of N. Broadway and Mather Street. The site adjoins the NEW Shelter and is part of the same Planned Unit Development (PUD). The subject property was added to the PUD in 2010. The parcel for the proposed clinic contains approximately 42,963 sq. ft. or 0.99 acres. The PUD is intended to permit the construction of a one-story clinic with access from Mather Street on the north and N. Broadway via the parking lot on the south. A transitional yard is provided along the east and south property lines adjacent to the Broadway Lofts residential development. A copy of the site plan, building elevations and brief narrative are attached within this agenda packet as well as a copy of the draft PUD.

Staff feels the proposed use is compatible with the surrounding land uses. Ald. Randy Scannell and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no objections or calls regarding this request.

## RECOMMENDATION

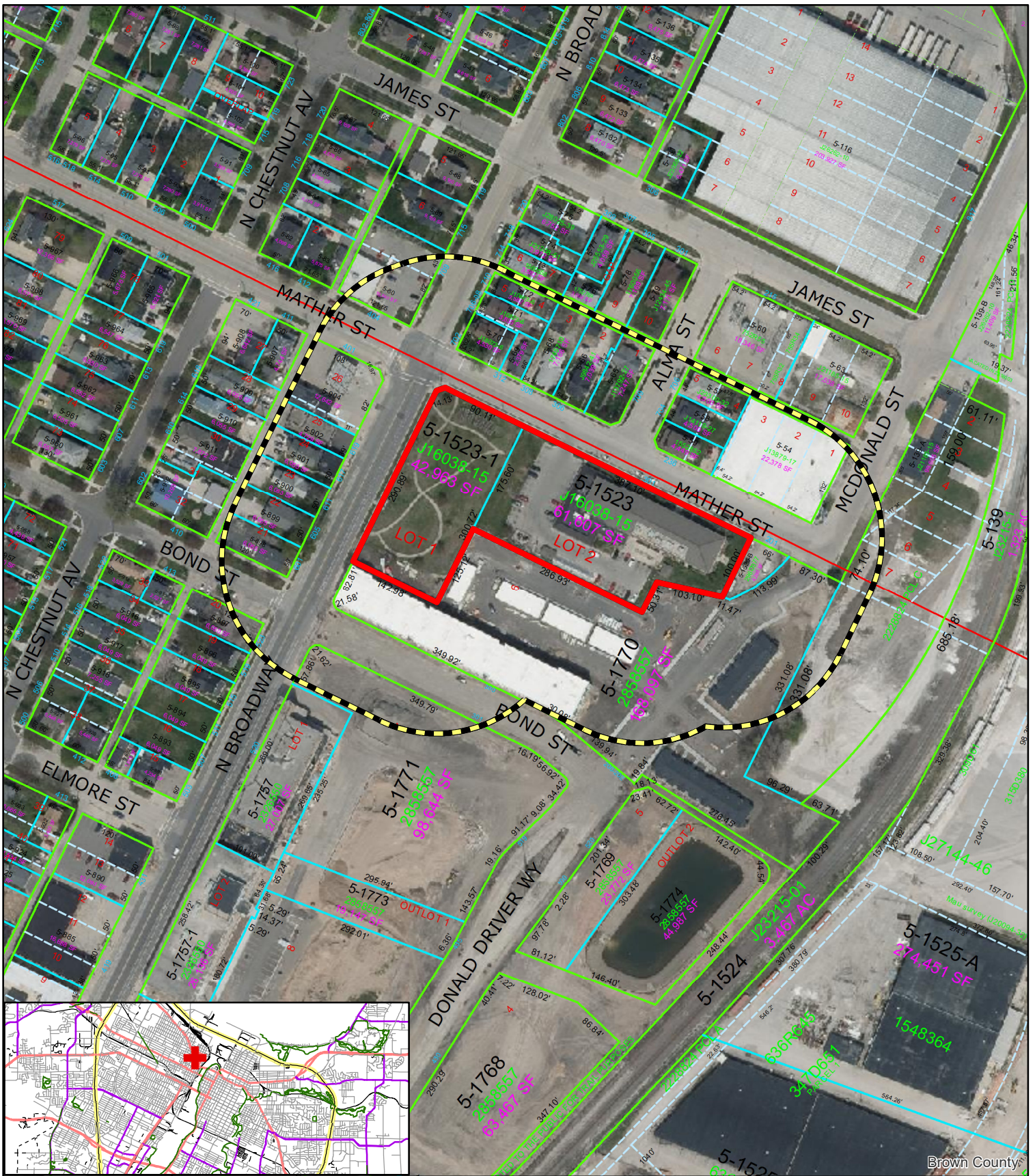
Approval of the request, subject to the draft Planned Unit Development (PUD).

## FISCAL IMPACT

## ATTACHMENTS

1. ZP 21-16 letter
2. Site Narrative\_Site Plan\_ Bldg Elevations
3. NEW Clinic - Design Background
4. Revised NE Bldg Elevation
5. Revised NW Bldg Elevation
6. Revised N Broadway Elevation
7. ZP 21-16 PUD Draft





## Zoning Petition (ZP 21-16)

### Proposed Planned Unit Development (PUD) Amendment

#### 610 North Broadway



Subject Area



200' Property Owner Notice

0 5,000 10,000  
Feet



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Map prepared by PN



# North Broadway and Mather NEW Community Clinic Planned Unit District Submission





## Narrative

NEW Community Clinic seeks to allow a change to existing PUDs for the property located at the corner of Broadway and Mather (Parcel 5-1523-1). NEW Community Clinic LTD seeks to create a brand new community clinic at the corner. The clinic will support basic health care needs for low-income and uninsured people in the area. This clinic is complimentary to the mission of the NEW Community Shelter which is next door and was the former owner. PUDs were created for this area for the established community shelter. Presently, the parcel in question is primarily a grass field with pedestrian paths and raised landscape beds. This PUD request seeks to use the design language invoked in ZO 25-03 and apply the design to the site with some slight modifications listed below.

## Legal Description

Lot One (1) of Certified Survey Map No. 9265, recorded as Doc. No. 2939425; being part of Fort Howard Military Reserve, now known as the Railroad Grant, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

## Attachments

ZO-25-03 Language

Renderings

Building Plans

Site Plans



somerville

architects  
engineers



VIEW FROM SOUTHWEST



somerville

architects  
engineers



VIEW FROM NORTHWEST





somerville

architects  
engineers



VIEW FROM NORTHEAST

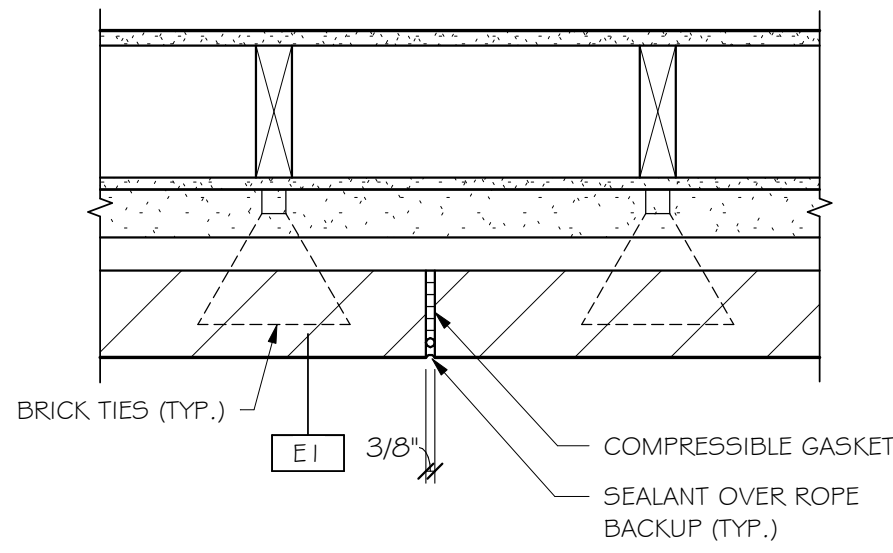




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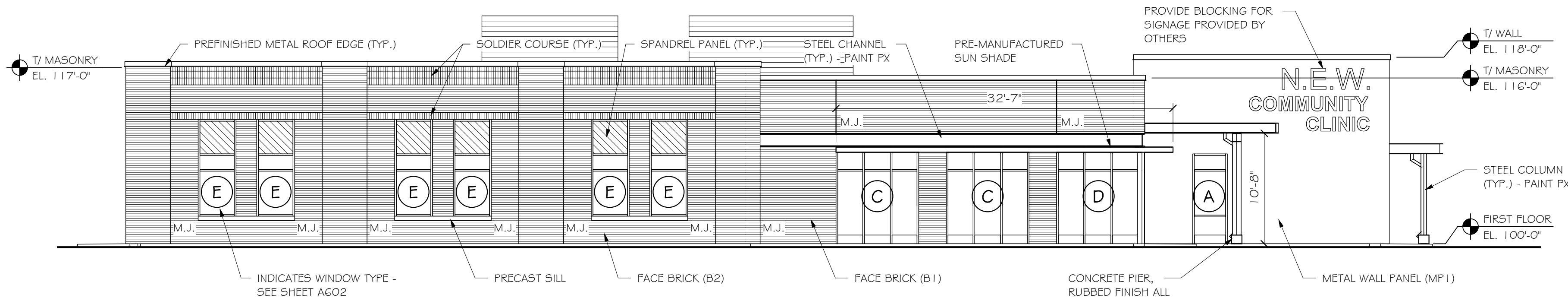
VIEW FROM SOUTHEAST



BRICK VENEER - MOVEMENT JOINT

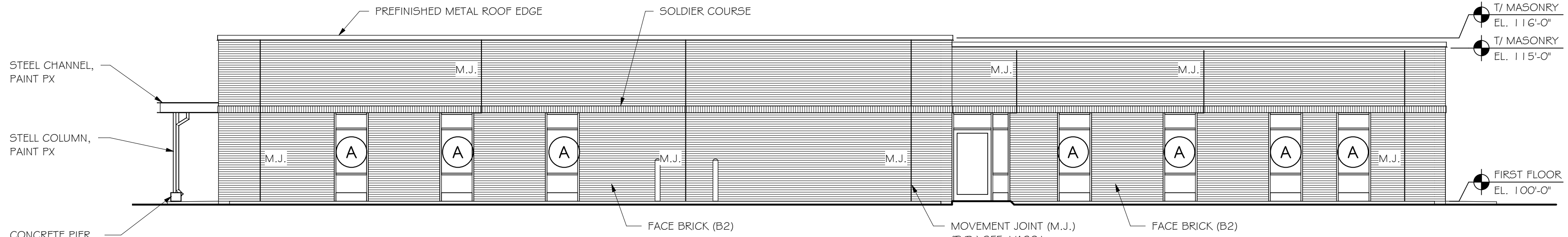
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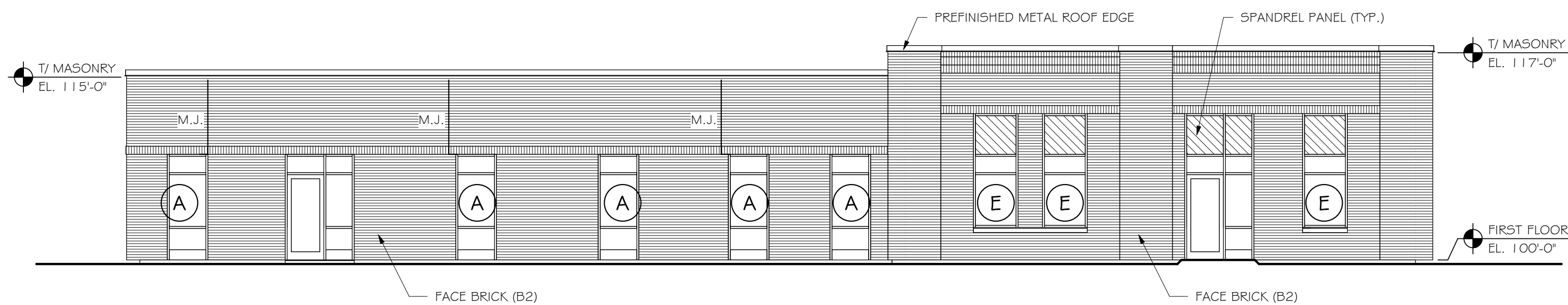
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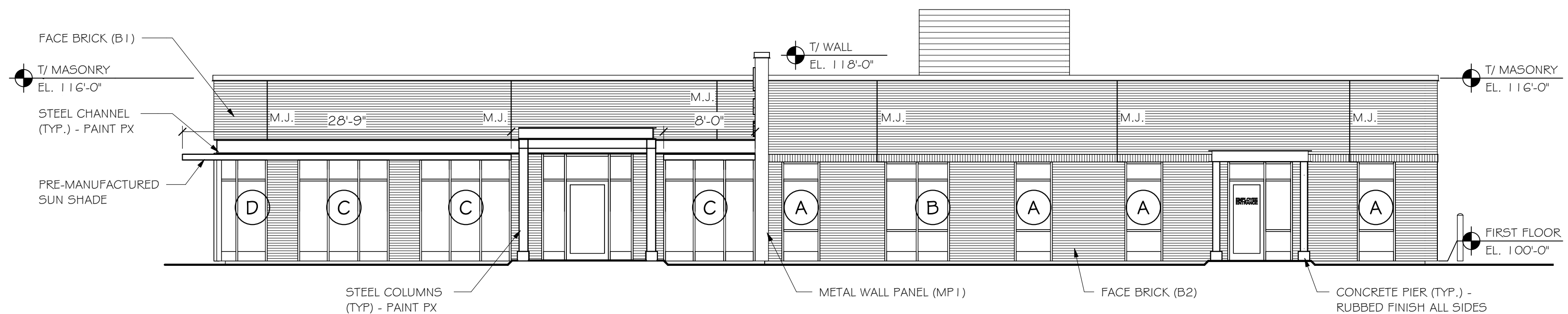
EAST ELEVATION

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NORTH ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

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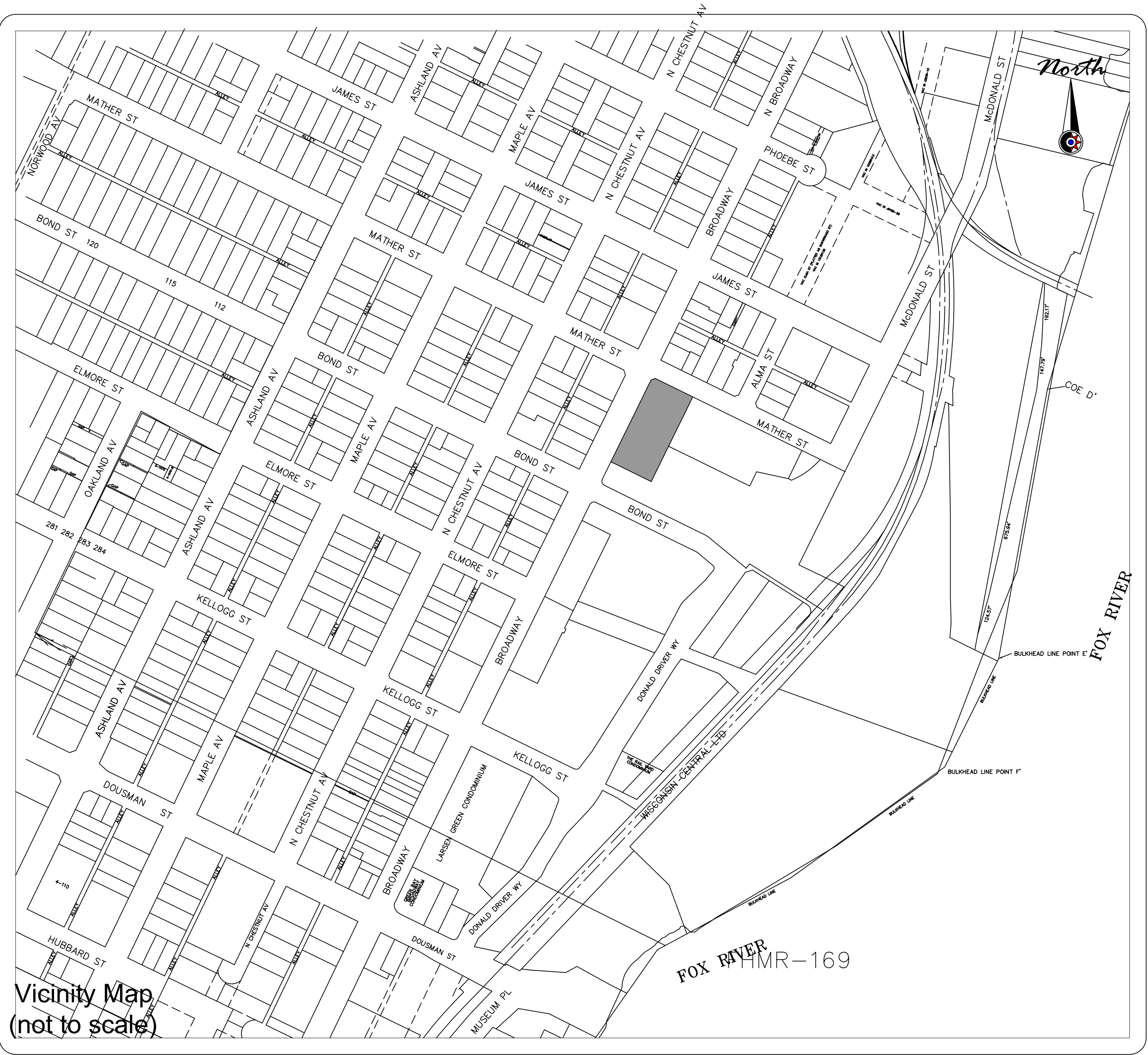
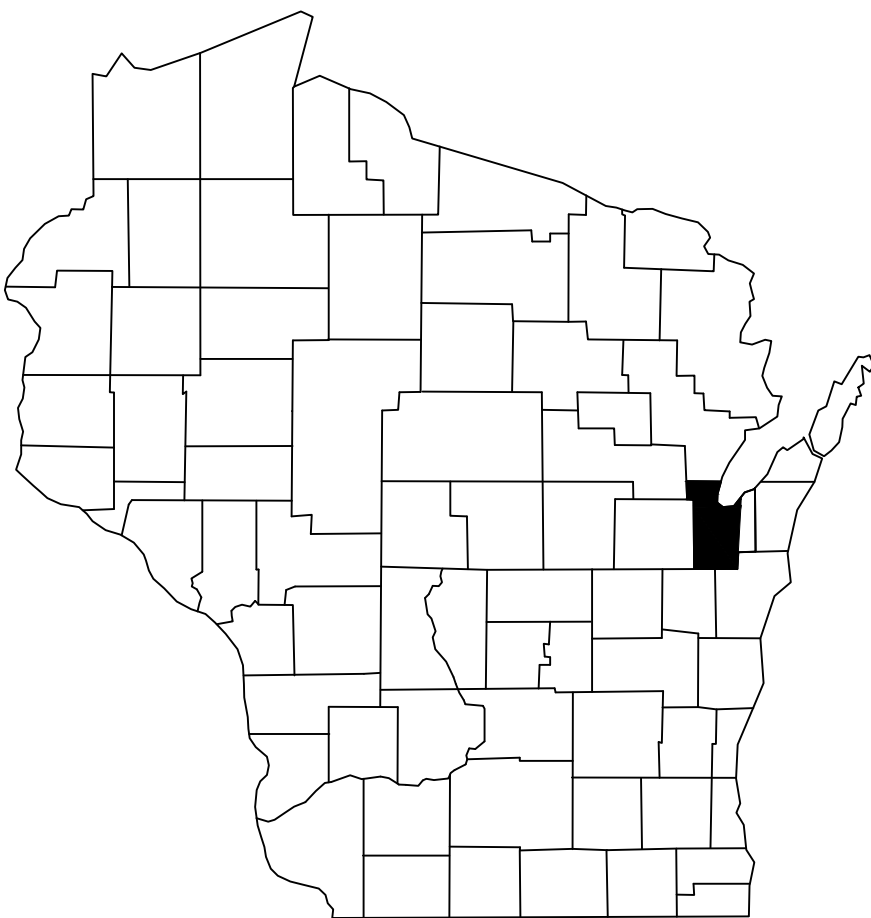




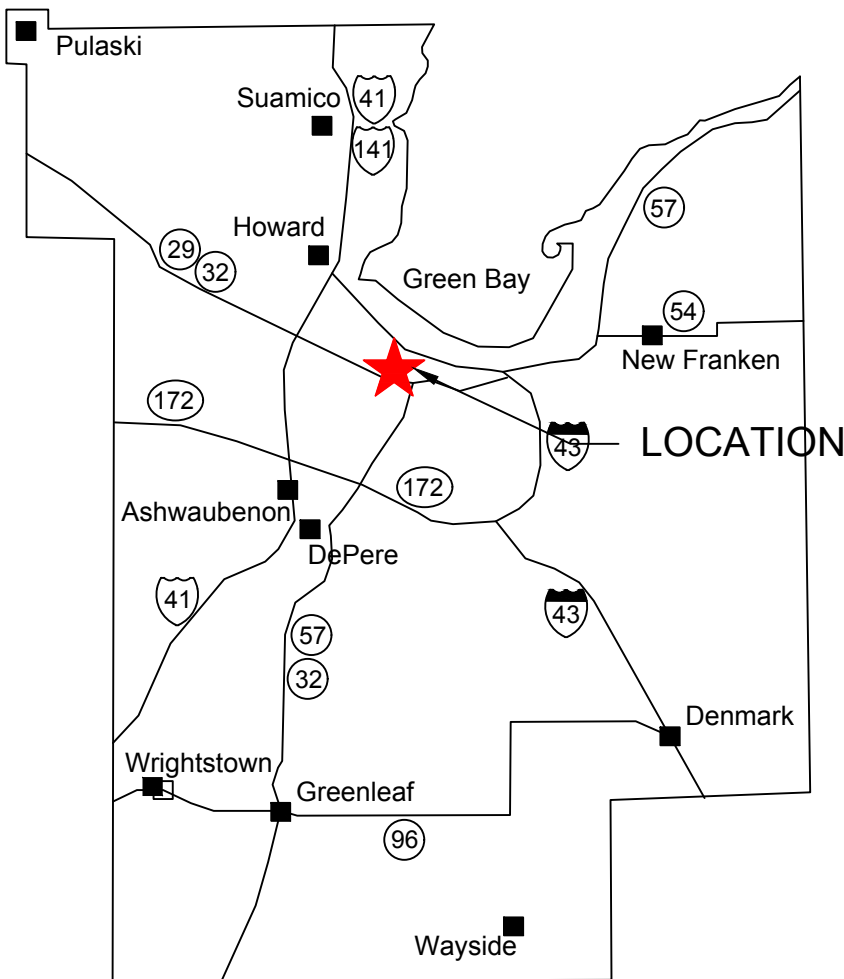
# NEW Community Clinic

610 N. Broadway

City of Green Bay, WI



Vicinity Map  
(not to scale)



## PROJECT INFORMATION

|                      |                                            |
|----------------------|--------------------------------------------|
| OWNER(S):            | NEW COMMUNITY CLINIC, LTD                  |
| PROJECT NAME:        | NEW COMMUNITY CLINIC                       |
| PROJECT DESCRIPTION: | ~ 11,815 SF 14 EXAM ROOM PHYSICIANS CLINIC |
| PROJECT LOCATION:    | 610 N. BROADWAY                            |
| PARCEL NUMBER(S):    | 5-1523-1                                   |

## CONTACT INFORMATION

|           |                                                                                                                        |
|-----------|------------------------------------------------------------------------------------------------------------------------|
| OWNER(S): | NEW COMMUNITY CLINIC, LTD<br>622 BODART STREET<br>GREEN BAY, WI 54301<br>PH.: 920-437-9773                             |
| ENGINEER: | MAU & ASSOCIATES, LLP<br>CONTACT: TONYA WAGNER, P.E.<br>400 SECURITY BLVD.<br>GREEN BAY, WI 54313<br>PH.: 920-434-9670 |

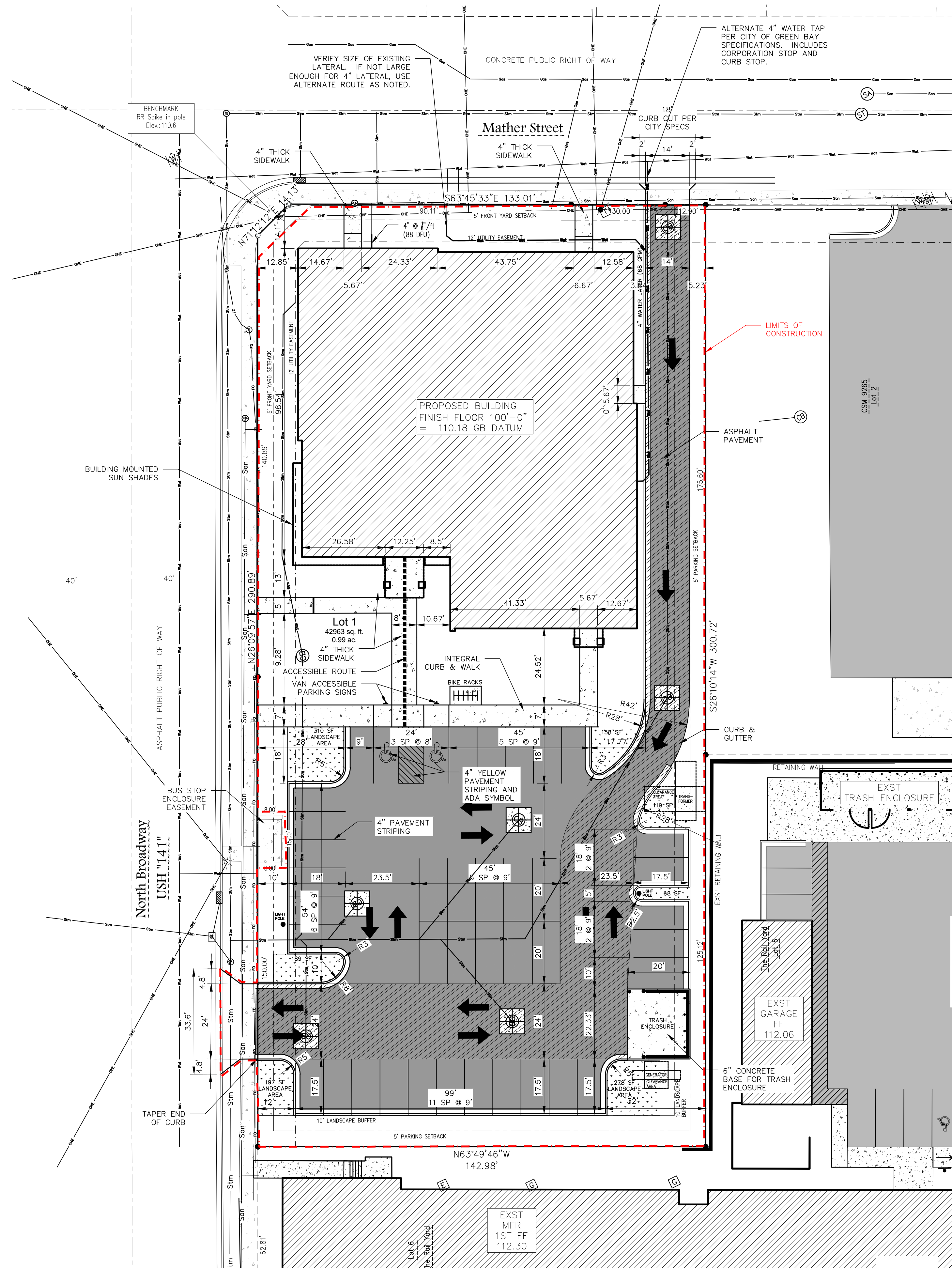
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| C1.0 TITLE SHEET                                |
| C2.0 NOTES                                      |
| C2.1 CITY OF GREEN BAY DETAILS                  |
| C3.0 SITE PLAN & DETAILS                        |
| C4.0 GRADING AND EROSION CONTROL PLAN & DETAILS |
| C5.0 UTILITY PLAN & DETAILS                     |

*Mau & Associates*  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Fax: 920-434-9672

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| DATE:       | 5-17-2021 |
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| SHEET NO.   | C1.0      |
| DRAWING NO. | S-3403    |

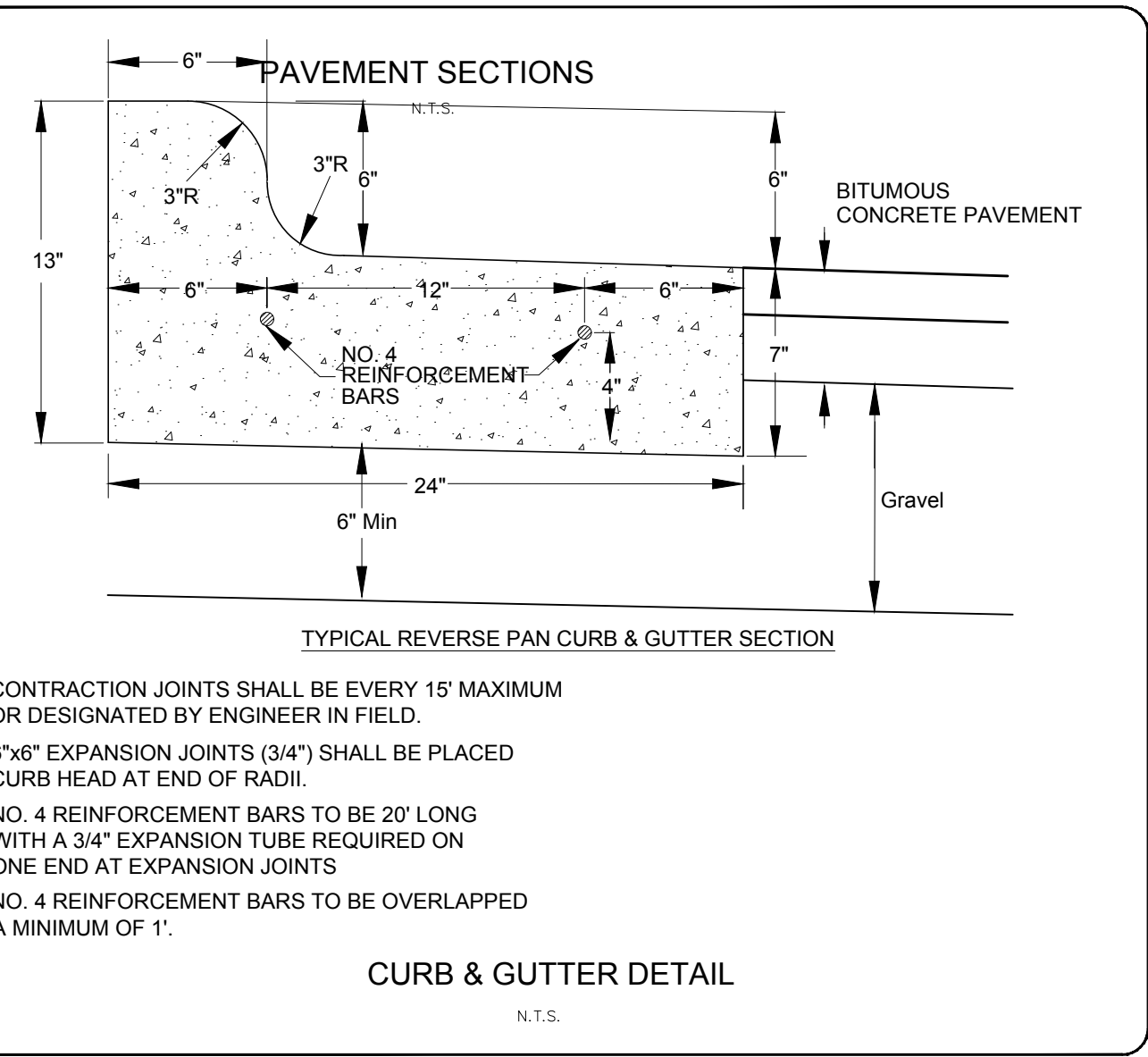
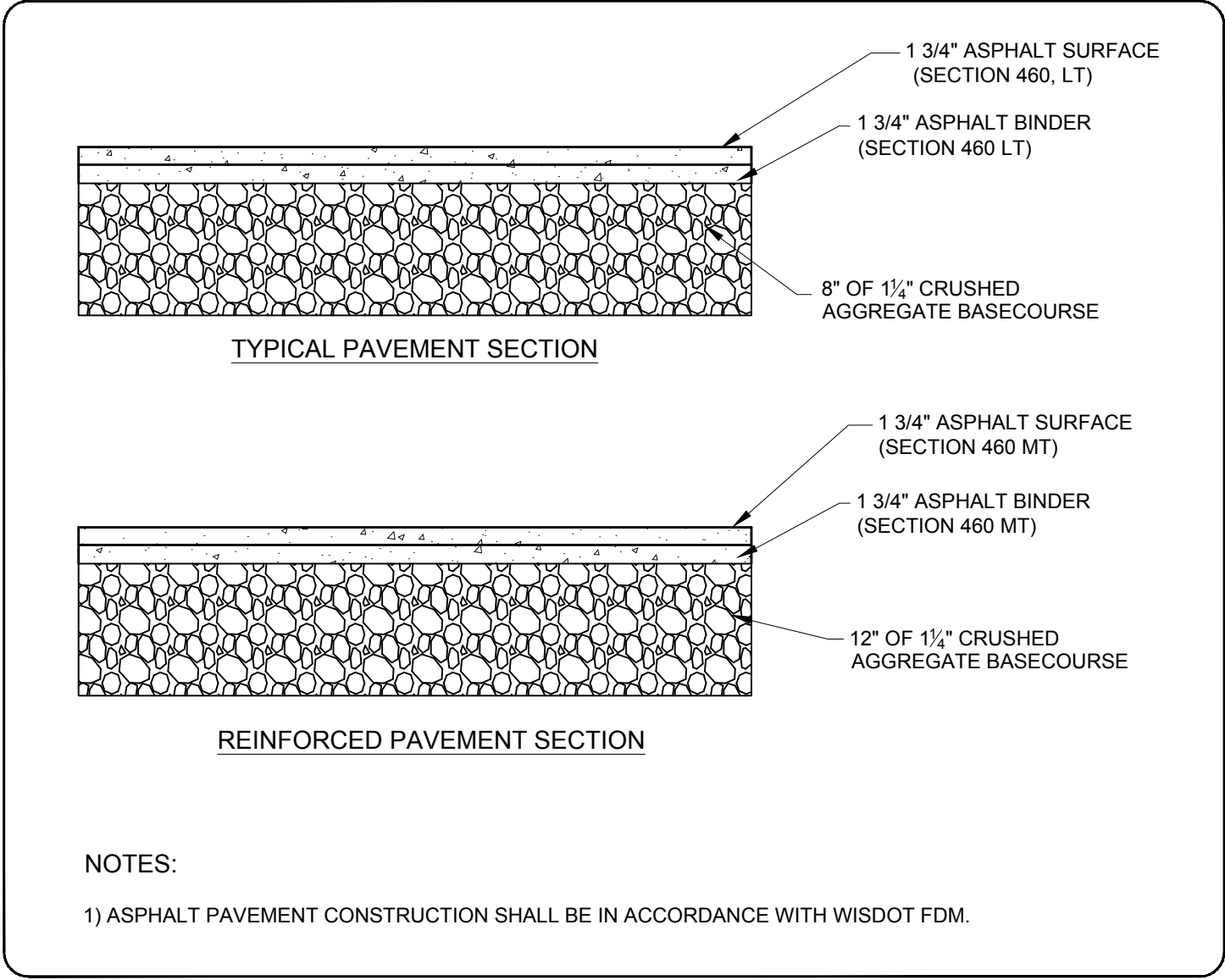
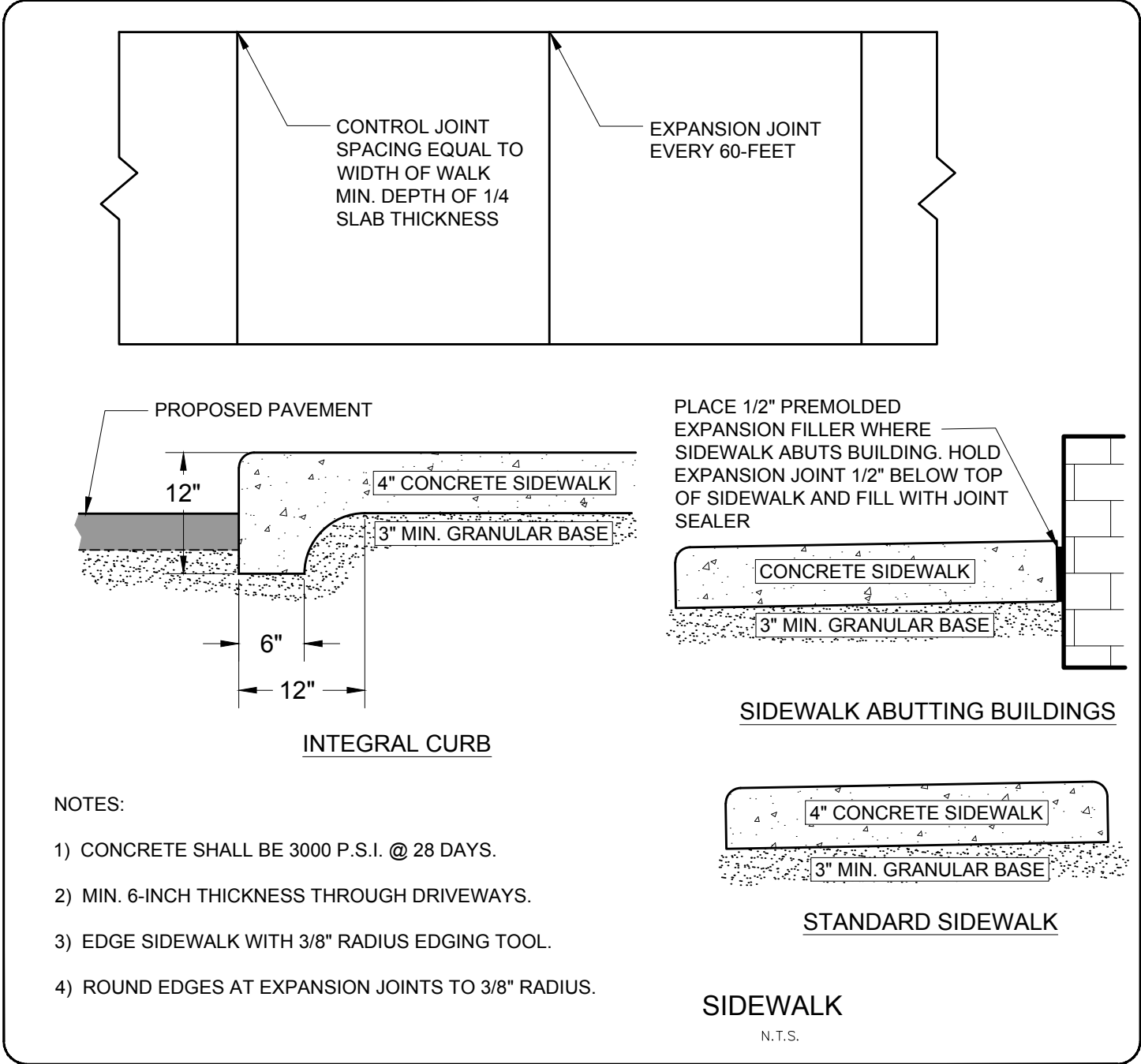
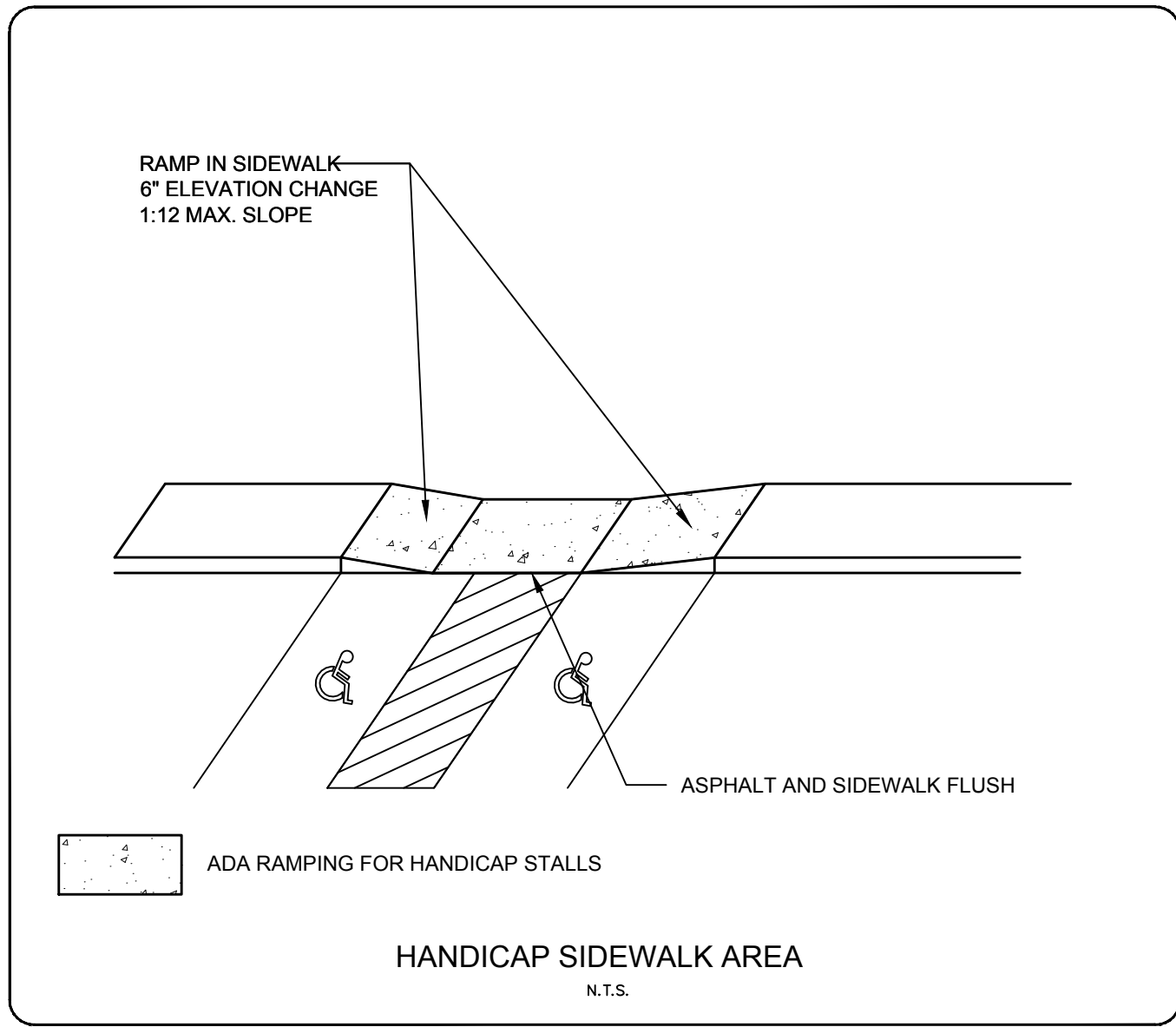
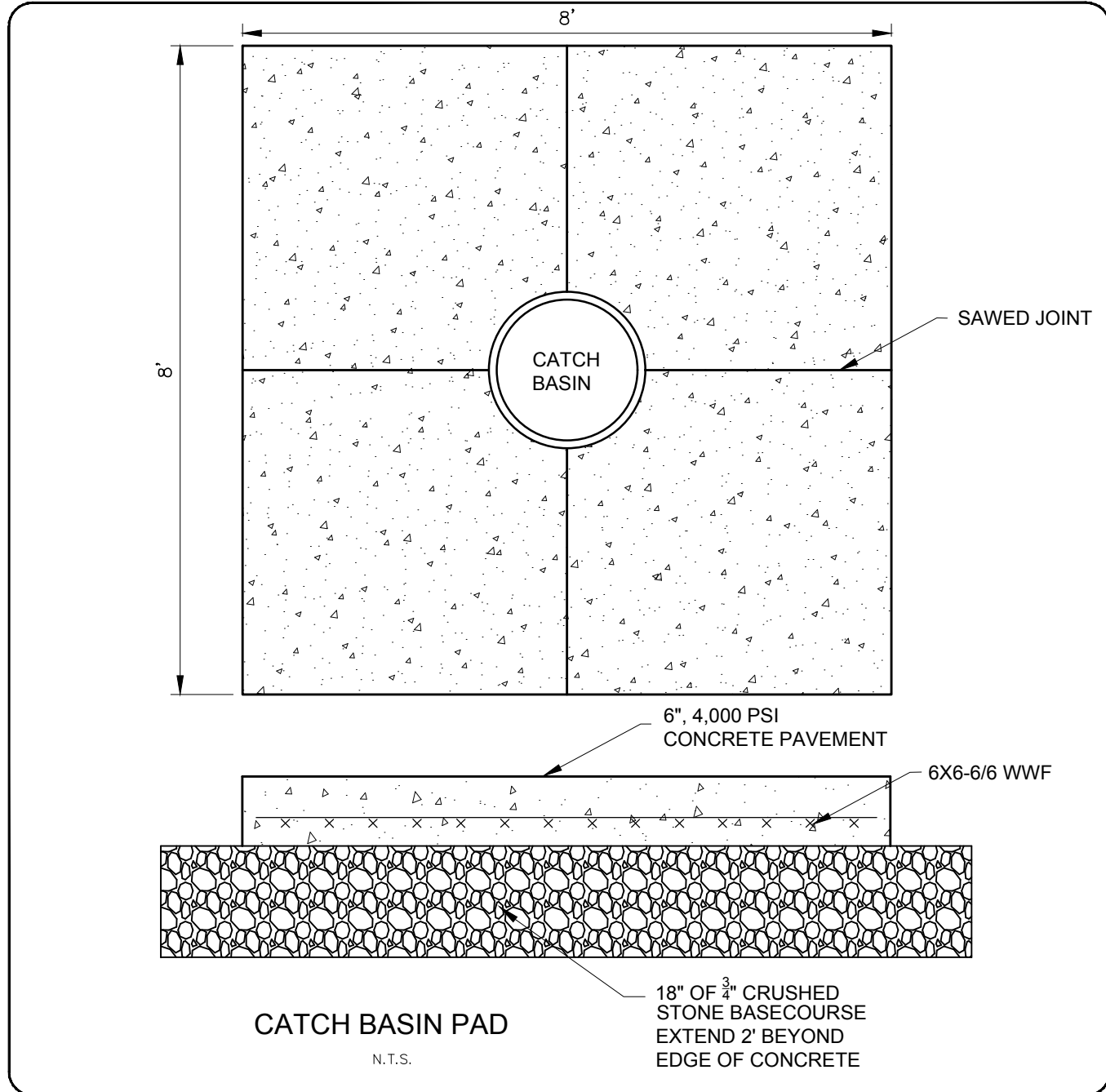
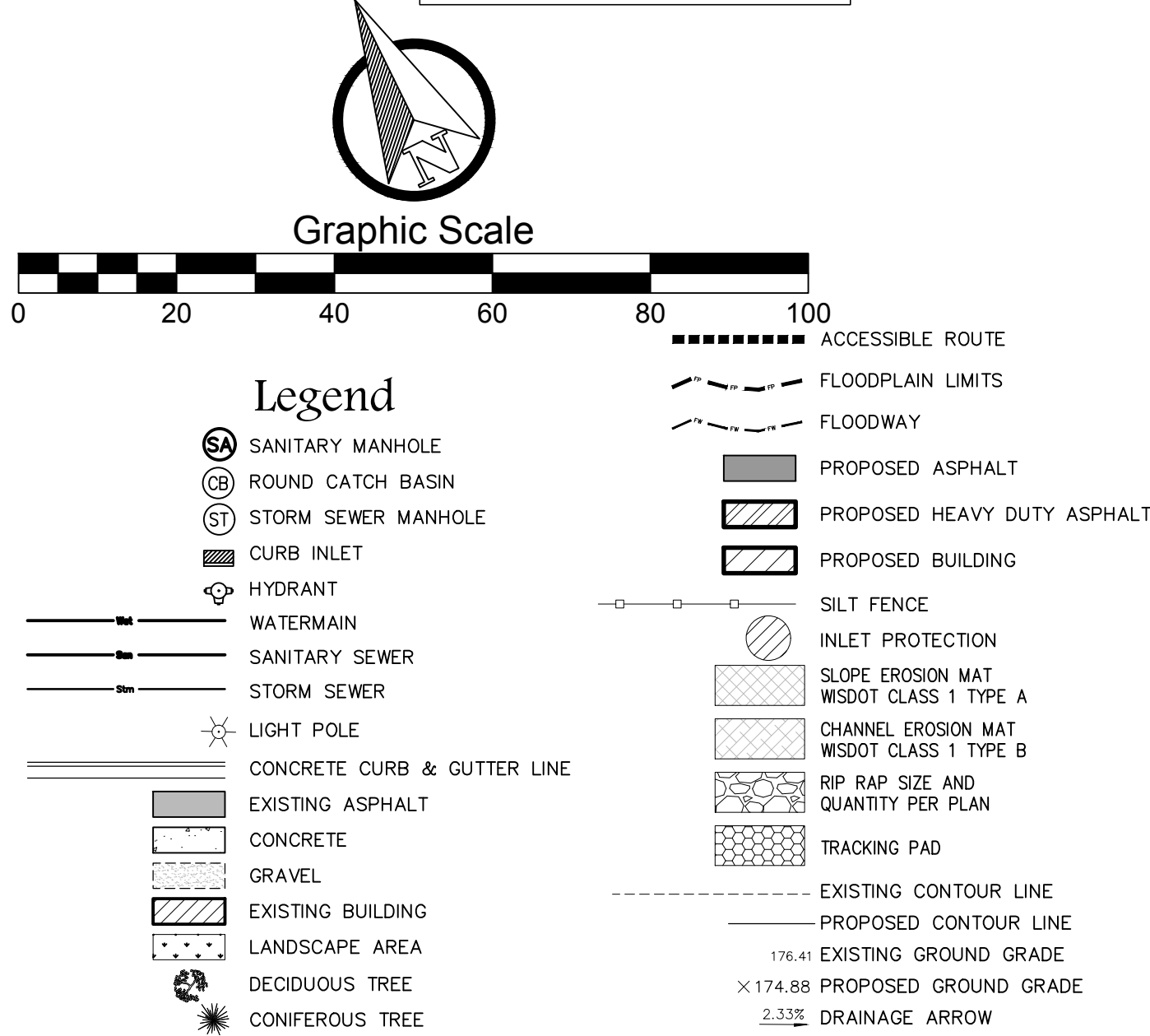


INTERIOR PARKING ISLAND LANDSCAPING  
PARKING AREA = 12,900 SF  
10% LANDSCAPE ISLAND REQUIRED = 1290 SF REQUIRED  
1319 SF OF ISLAND REQUIRED



THE CITY OF GREEN BAY  
DEPARTMENT OF PUBLIC WORKS  
MUST BE NOTIFIED (3) WORKING  
DAYS BEFORE THE START OF ANY  
CITY STREET CONSTRUCTION WITHIN  
A PUBLIC RIGHT OF WAY. CONTACT  
MATT WOICEK @ 920-448-3100.

SEE ARCHITECTURAL, PLUMBING,  
MECHANICAL AND ELECTRICAL  
PLANS FOR ADDITIONAL WORK AND  
COORDINATION WITH OTHER  
DISCIPLINES.



SITE PLAN & DETAILS  
SCALE: 1" = 20'-0"

PRELIMINARY

design matters

somerville architects engineers

**Mau & Associates**  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Fax: 920-434-9672  
Job # N-25003 Drawing # S-3403

| [SCALE VERIFICATION]<br>1" AT FULL SCALE |      |
|------------------------------------------|------|
| Revision                                 | Date |
|                                          |      |
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NEW CLINIC BUILDING FOR:  
**N.E.W. COMMUNITY CLINIC**  
GREEN BAY, WISCONSIN

Date: 5/11/21  
Project No. 7554  
Sheet:

C3.0





June 16, 2021

To: City of Green Bay Plan Commission

For N.E.W. Community Clinic – PUD Amendment  
610 N Broadway, Green Bay WI

I write to illustrate the design decisions surrounding the architectural features of the new building for N.E.W. Community Clinic. Per the previous plan commission meeting, there were concerns raised regarding the physical height of the building and the surface parking lot exposure on North Broadway.

The building was kept to a single story as the clinic needs did not necessitate the additional story above. The current design already includes room for expansion for the various departments and the owner did not feel the cost for a second story was justified. Further, the owner did not engage with other entities for a multi-tenant project as they had concerns regarding security, privacy and additional maintenance because this would detract from their mission of providing quality healthcare for the underserved.

The architectural design tries to make the best use of the site by holding the corner on Broadway and Mather with the parking lot to the south. The Owner required a minimum of 32 stalls for staff and patients where the revised plan now includes 38 rather than the original 40. The building is also highest at the corner to bring as much scale and height as the structure allowed to anchor the intersection. The parapet heights are limited to what is shown on the provided elevations based on wind loads for the wood roof trusses and cannot be increased. The building also utilizes historical features from the Broadway district such as the exposed steel, brick, and dark window framing as well as the soldier coursing, pilasters and various jogs in the façade to bring interest to the elevations.

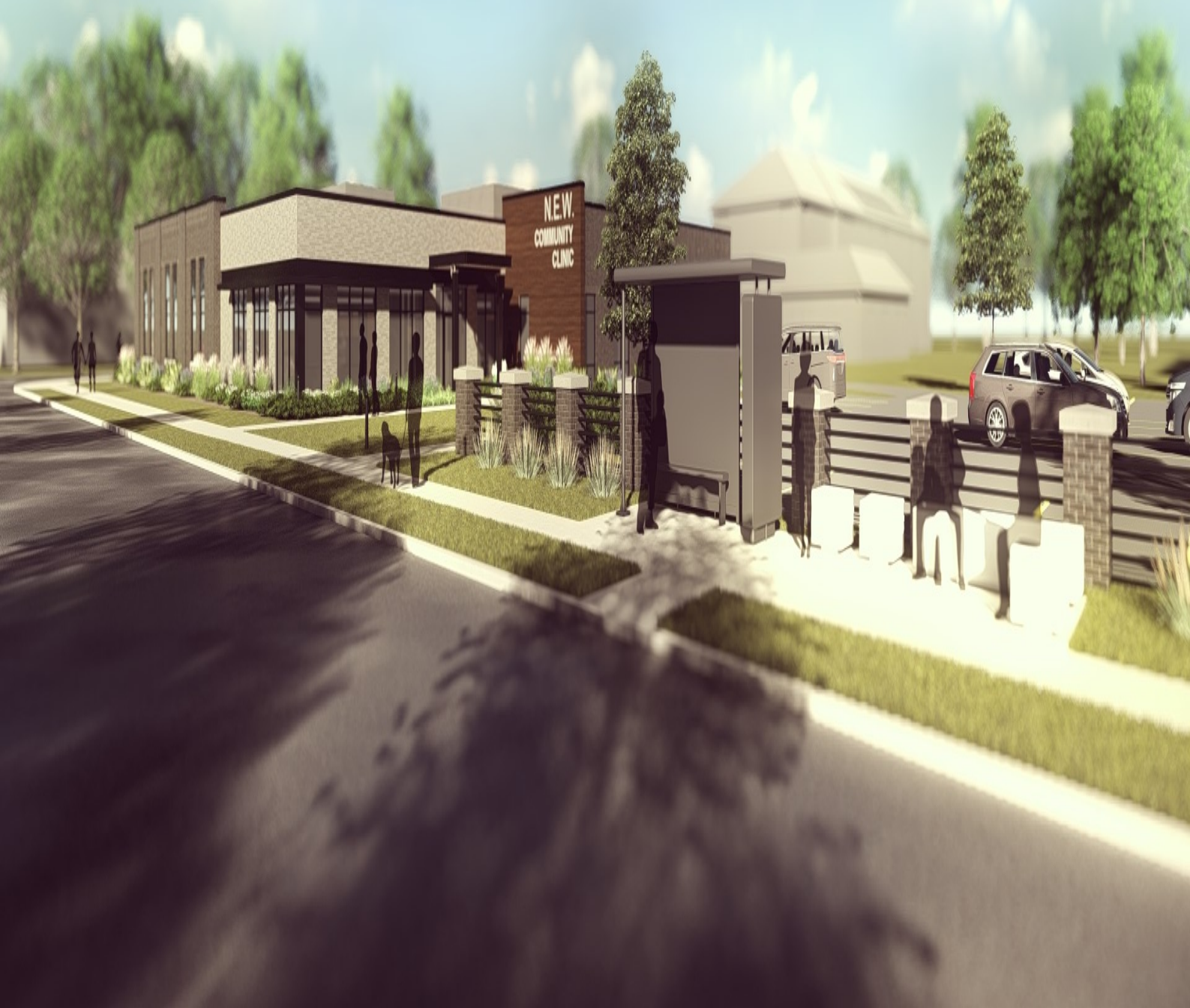
The revised renderings provided for this meeting show the intent to include additional parking lot screening between the surface lot and Broadway. The final design is to be coordinated with the City of Green Bay.

Sincerely,  
Rustin Schwandt, AIA, NCARB, LEED Green Associate



somerville

architects  
engineers







somerville

architects  
engineers







somerville

architects  
engineers





ZONING ORDINANCE NO. 00-21

AN ORDINANCE  
AMENDING ZONING ORDINANCE NO. 12-10  
A PLANNED UNIT DEVELOPMENT (PUD)  
610 NORTH BROADWAY  
(ZP 21-16)

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

**SECTION 1.** Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described properties:

Legal Description: Lot One (1) of Certified Survey map No. 9265, recorded as Document Number 2939425; being part of Fort Howard Military Reserve, now known as Railroad Grant, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin

Tax Parcel: 5-1523-1

**SECTION 2.** Pursuant to Chapter 44, Article XX, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) amendment is to permit the construction of a new community clinic. The PUD will unify the campus with consistent zoning standards and while providing appropriate buffering to surrounding properties. The general appearance and design of the site shall generally comply with the attached Exhibits A & B.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
  - 1. Medical Clinic
  - 2. Professional offices
  - 3. Accessory uses as allowed for nonresidential Downtown uses per Section 44-653, Green Bay Zoning Code.
- C. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be as required as follows:
  - 1. Setbacks Unless otherwise stated, setbacks shall exclude buildings and parking:
    - a. Front yard and corner side yard: 12 feet
    - b. Interior side yard (driveway setback): 5 feet.
    - c. South and east property lines: 10 feet.

2. Heights of Structures: Principal buildings shall not exceed 45 feet in overall height.
  3. Impervious Coverage: Impervious surfaces shall not exceed 90% of the site.
  4. Setback Encroachment: The placement of a transit stop along the North Broadway right-of-way consistent with the siting requirement of the Green Bay Metro Transit.
- D. Architecture. Building elevations shall generally comply with the following requirement:
- Building materials. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated, consistent with Exhibit B.
- E. Lighting. All lighting on the subject property shall be regulated as set forth in Chapter 44, Article V., Division 8. Lighting, Green Bay Municipal Code.
- F. Signage. All signage for the current project shall be regulated as follows:
1. All signs shall be constructed and in compliance with Chapter 30, Article I, Section 30-5. General Sign Standards, Green Bay Municipal Code.
  2. Sign standards found in Chapter 30, Article II, Section 30-35. Sign Standards Mixed Use districts, Green Bay Municipal Code.
- G. Site Plan Review & Standards
1. A site plan shall be submitted and review per Chapter 44, Article XIX, Site Plan Review, Green Bay Municipal Code.
  2. All service, loading and refuse areas shall be screened per Chapter 44, Article XIX, Site Plan Review, Section 44-1917, Green Bay Municipal Code.
  3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant Chapter 44, Article XIX, Site Plan Review, Section 44-1919, Green Bay Municipal Code.
- H. Parking/Pedestrian Access.
1. All parking shall be regulated as required in Chapter 44, Article XVIII, Off-Street Parking Drives, and Loading, Green Bay Municipal Code.
  2. All bicycle parking shall be regulated as required in Chapter 44, Article XVIII, Division 6. Pedestrian and Bicycle Access and Parking, Green Bay Municipal Code.

I. Landscaping

1. A detailed landscape plan shall be submitted for review as part of the site plan review.
2. The landscape plan shall identifying the type and placement of all proposed plant materials and details regarding all transitional areas along the south and east property lines.
3. A minimum 4 foot fence and or wall is placed along parking areas that front the North Broadway right-of-way that provide screening to the parking areas as well as provide for potential seating for the bus stop, consistent with Exhibit A.

J. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 16, Green Bay Municipal Code.

K. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

**SECTION 3.** The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

**SECTION 4.** Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6.** In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

**SECTION 7.** If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

**SECTION 8.** This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
Mayor Eric Genrich

ATTEST:

\_\_\_\_\_  
Clerk

Attachments:

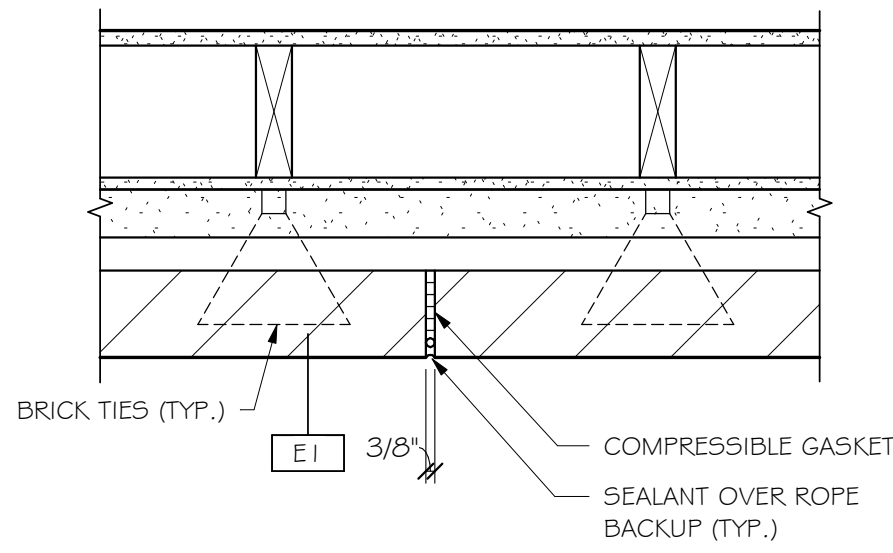
Exhibit A – Conceptual Site Plan

Exhibit B – Building Façade Elevations





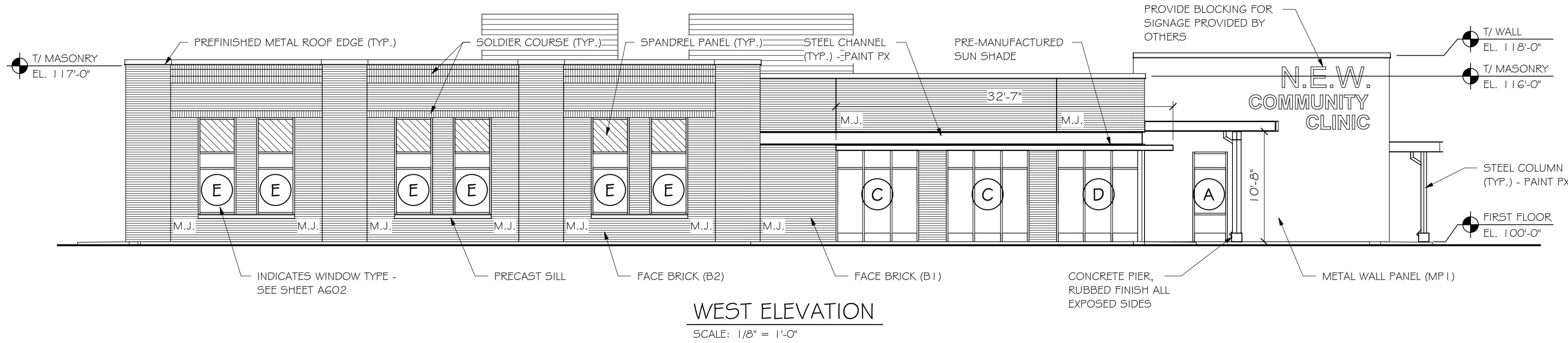




BRICK VENEER - MOVEMENT JOINT

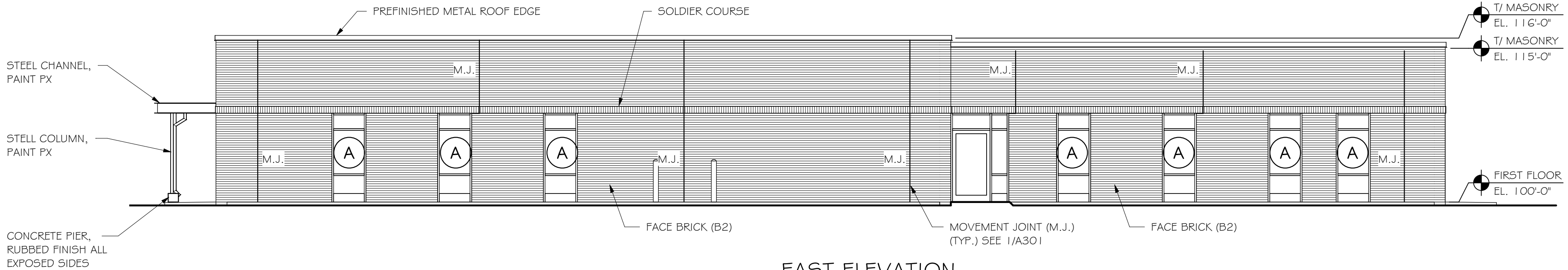
I  
A301

1 1/2" = 1'-0"



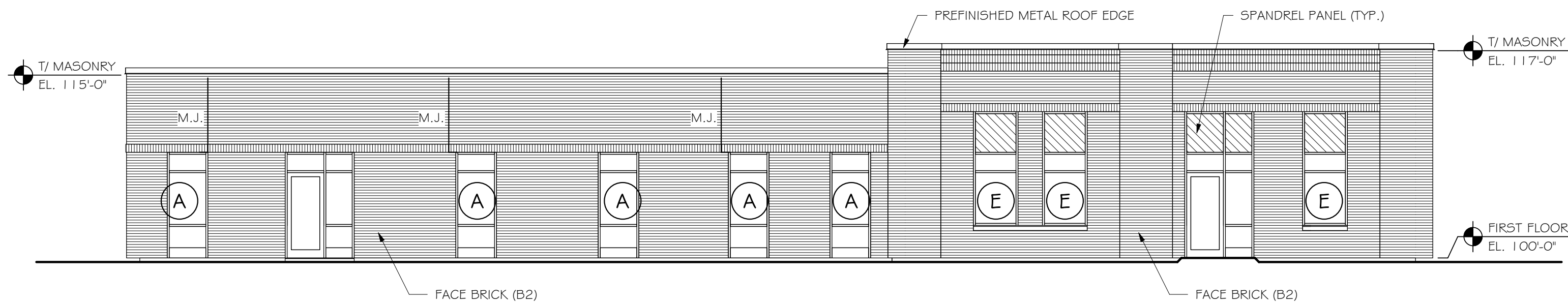
WEST ELEVATION

SCALE: 1/8" = 1'-0"



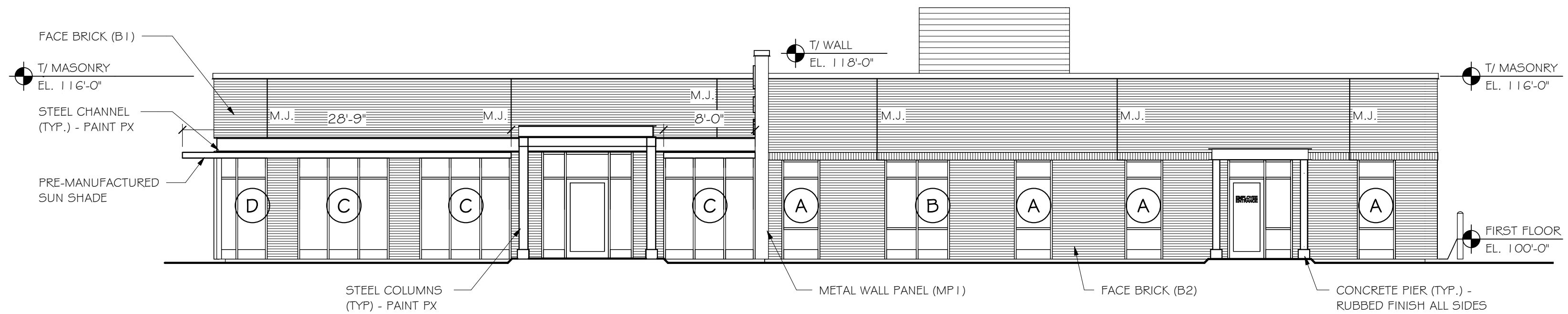
EAST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

EXHIBIT B



| Revision | Description | Date |
|----------|-------------|------|
|          |             |      |
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NEW CLINIC BUILDING FOR:

N.E.W. COMMUNITY CLINIC

GREEN BAY, WISCONSIN

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© Somerville, Inc. 2021

Date:  
4/27/21  
Project No.  
7554  
Sheet:

A301

PRELIMINARY

4/23/2021 1:28:25 PM



## Report to the Green Bay Plan Commission

### MEETING DATE

June 29, 2021

### PREPARED BY

Madison Smith

### AGENDA ITEM # Q.6

To authorize a Conditional Use Permit (CUP) for a two-family dwelling located at 1406 Smith Street, with the following condition:

- a) Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit (CUP).
- (Public Hearing and Meeting 06/21/21)

### BACKGROUND

**Primary Address:** 1406 Smith Street

**Aldersperson / District:** Ald. Kathy Lefebvre / District 6

**Reason for Request:** To permit the addition of an extended handicap bathroom, laundry area, and an ADA compliant ramp.

**Surrounding Zoning and Land Uses:**

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

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

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

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

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

**Comprehensive Plan:** The 2022 Smart Growth Plan designates this area for Low Density Residential land 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 requested Conditional Use Permit is located at 1406 Smith Street in the City of Green Bay. The subject property has a Low Density Residential (RI) zoning which is defined in Section 44-250 of the City of Green Bay Municipal Code as: a separate and detached one-family residence on a single lot designed and arranged for use by one family or household. The petitioner is requesting permission to build a small addition onto the back of the existing house. A resident within the house is a disabled veteran with amyotrophic lateral sclerosis (ALS) and Chronic obstructive pulmonary disease (COPD). The Veterans Administration has approved a grant (Specially Adapted Housing (SAH) for the applicant to complete this expansion on the existing structure and build a handicap accessible addition on the bathroom, laundry room and front porch ADA ramp. The current bathroom needs remodeling to allow for the wheelchair and medical equipment.

This parcel is located in the Olde North Neighborhood Association and is not within the floodplain. The property type is multi-family residential with a total assessed value of \$83,000 according to the Brown County Parcel Data. This is a two-story structure (0.182 acres) and a total of 7,959 sq. ft.

There are certain uses which, because of their unique characteristics, cannot be properly classified in a particular district or districts without consideration, in each case, of the impact of those uses upon neighboring land and of the public need for the particular use at the particular location. Such conditional uses fall into two categories:

- (1) Uses publicly-operated or traditionally affected with a public interest.
- (2) Uses entirely private in character but of such an unusual nature that their operation may give rise to unique problems with respect to their impact upon neighboring property or public facilities.

Conditional use approval may be recommended by the Plan Commission with reasonable consideration of the following:

- The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
- 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.
- 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.
- Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
- Adequate parking facilities as specified in Article XVIII of Section 44-83 within the Municipal Code.
- 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.

Planning Staff is recommending approval of the request for a CUP as the establishment an expanded bathroom on this limited scale will not be detrimental to or endanger the public health, safety, or general welfare; will not impede the normal and orderly development and improvement of the surrounding property; 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; adequate utilities, access roads, drainage, and/or necessary facilities are in place; adequate parking facilities are provided; and will not be detrimental to the neighborhood. The parcel located on 1406 Smith Street is currently nonconformity Zoning nonconformities are defined as parcels, land uses, buildings, structures, or situations that do not conform to existing zoning regulations.

Ald. Kathy Lefebvre, District 6, the Olde North Neighborhood Association and adjacent property owners within 200+ ft. of the property have been notified of the request and a zoning action sign has been placed on the property. As of the drafting of this report, staff has not received any calls regarding the request.

## RECOMMENDATION

Approval of the request for a Conditional Use Permit, as proposed with the following conditions:

1. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit (CUP), including standard site plan review and approval;
2. No outdoor storage is permitted.

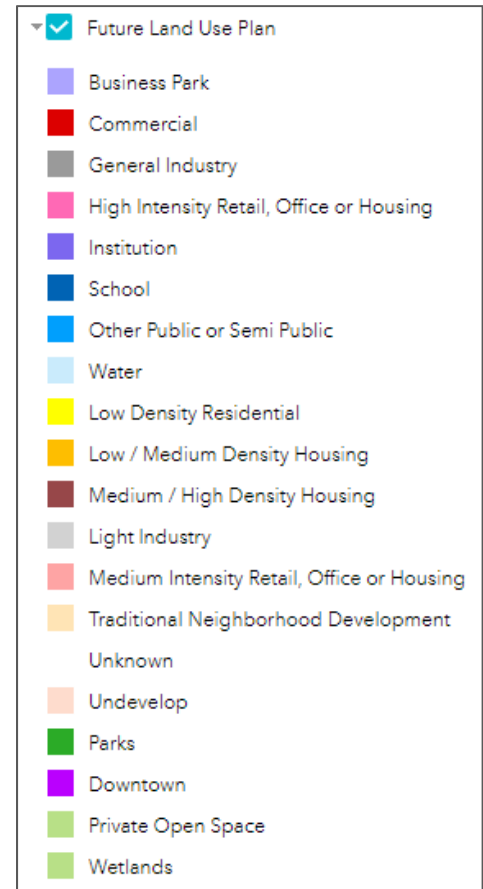


## FISCAL IMPACT

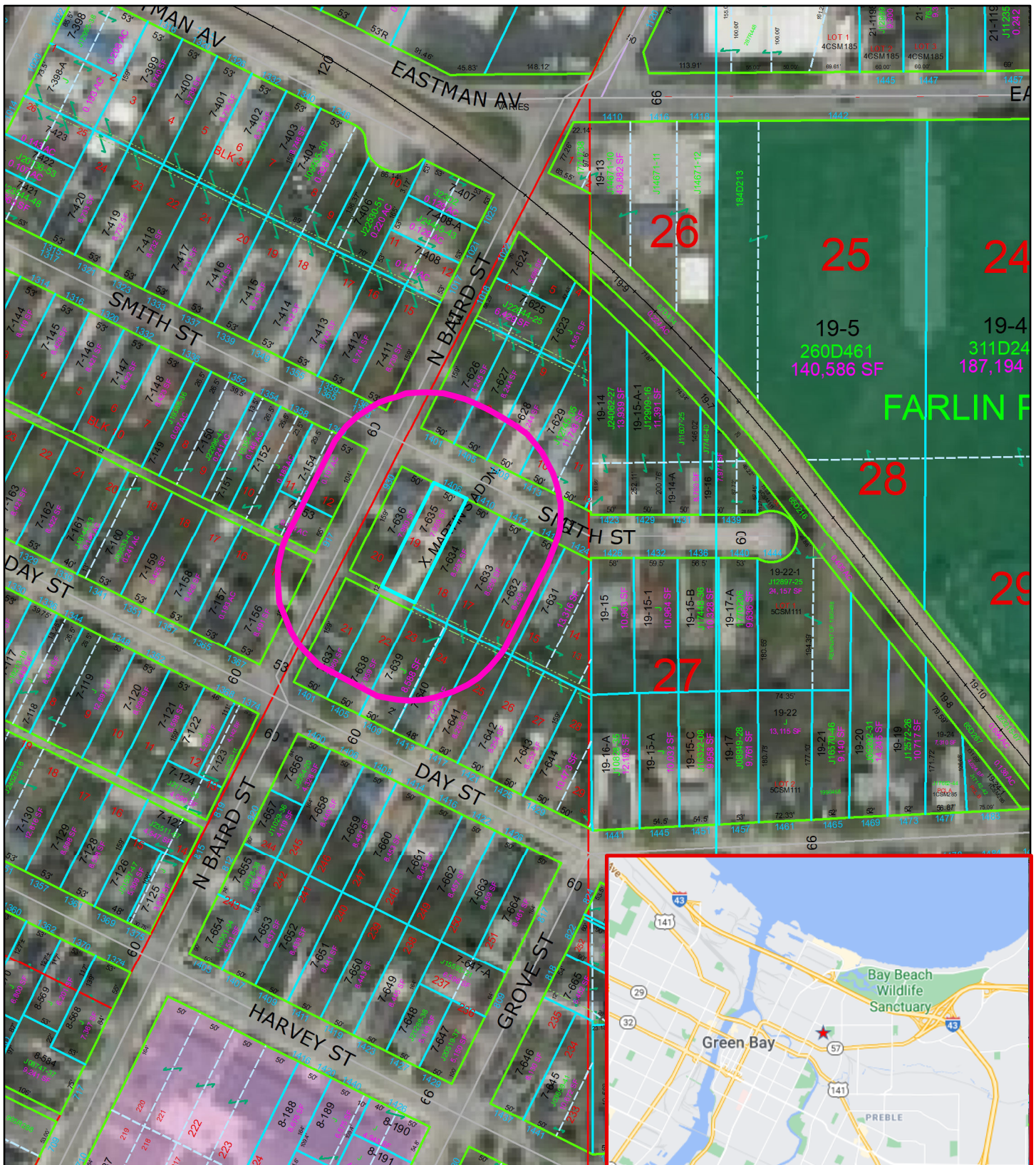
## ATTACHMENTS

1. ZP 21-14 Future Land Use Exhibit
2. ZP 21-14 Color Map
3. ZP 21-14 Exhibits
4. ZP 21-14 Zoning Exhibit
5. ZP 21-14 BW Map
6. ZP 21-14 City Action Form CUP

# ZP 21-14 CUP, 1406 Smith Street







# (ZP 21-14) Conditional Use Permit (CUP) 1406 Smith Street

0 50 100 200 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

Parcel Number:  
7-635

- Subject Parcel
- Notification Area 200'



To Whom it May Concern,

My son and I are requesting permission to build a small addition onto the back of our house. My partner is a disabled veteran who is suffering with ALS (Lou Gehrigs disease) and end stage COPD. The Veterans Administration has approved us for a grant to be able to do this addition so that Fred can stay in my home other than be put in a nursing home facility.

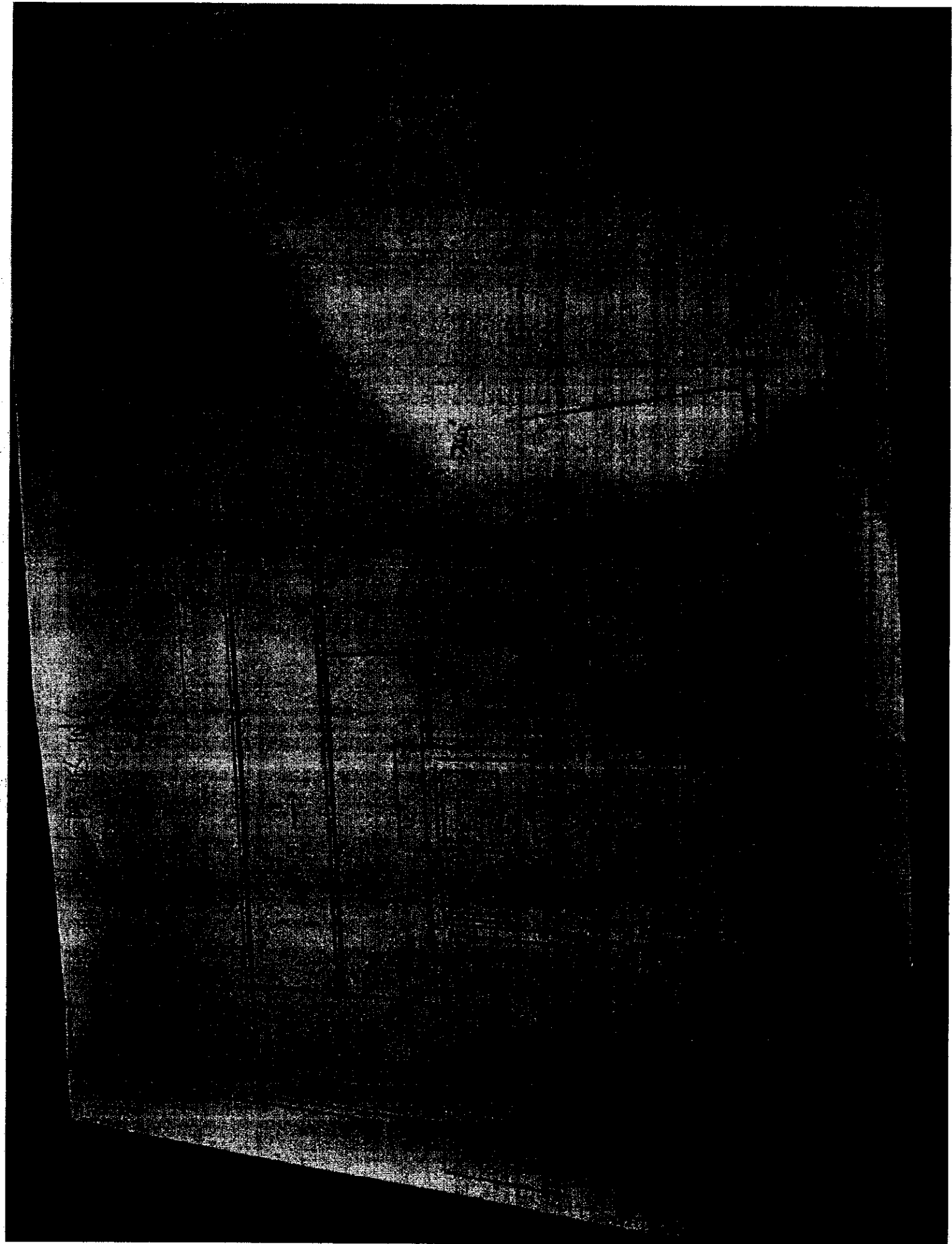
The plan is to make our home handicap accessible and add on a bathroom, laundry room and a small deck with a handicap ramp.

Our hope is that you will approve this so that he can be comfortable at home for the remainder of his life.

Thank you for your consideration.

Sincerely,  
Nancy Myers







**DEPARTMENT OF VETERANS AFFAIRS  
St. Paul Regional Loan Center  
1 Federal Drive, Fort Snelling  
St. Paul, MN 55111**

December 22, 2020

In Reply Refer to: 330/335  
C- 29458203  
PH064381

Frederick Eman  
1406 Smith St  
Greenbay, WI 54302

Dear Frederick Eman:

You have been granted conditional approval of your Specially Adapted Housing (SAH) grant, pursuant to 38 CFR 36.4405(a) for the following property: 1406 SMITH ST GREENBAY, WI 54302. Specifically, we have determined the following:

Disability requirements have been satisfied pursuant to 38 CFR 36.4404(a), in that you have been rated as being entitled to compensation under 38 U.S.C. chapter 11 for a valid condition;

Feasibility and suitability requirements have been satisfied pursuant to 36.4404(b), in that

- o It is medically feasible for you to reside outside of an institutional setting and in the proposed housing unit/locality,

- o The nature and condition of the proposed housing unit are suitable to meet your current and proposed residential living needs, and

- o The cost of the proposed housing unit bears a proper relation to your present and anticipated income and expenses; and

You have not exceeded the usage or dollar limitations prescribed by 36.4402(d) and 36.4403.

Please understand that this letter does not represent final approval of your grant, nor does it authorize VA to request grant funds from the U.S. Treasury. To be granted final approval, you must meet the requirements stated in 38 CFR 36.4405(b). However, because you have been granted conditional approval, you are now authorized to incur the following pre-construction costs, if necessary, pursuant to 38 CFR 36.4406(a):

Architectural/drafting services employed for preparation of building plans and specifications, Land surveys, Attorneys and other legal fees, including fees for title services, and/or other costs or fees necessary to plan for specially adapted housing grant use, as determined by the Secretary.

If possible, you should avoid paying out of pocket for these expenses. You are not authorized to start construction or incur construction costs.

If you have questions regarding authorized pre-construction costs, please contact myself at 877-827-3702, extension 3355060 or [jeffrey.camlin@va.gov](mailto:jeffrey.camlin@va.gov).

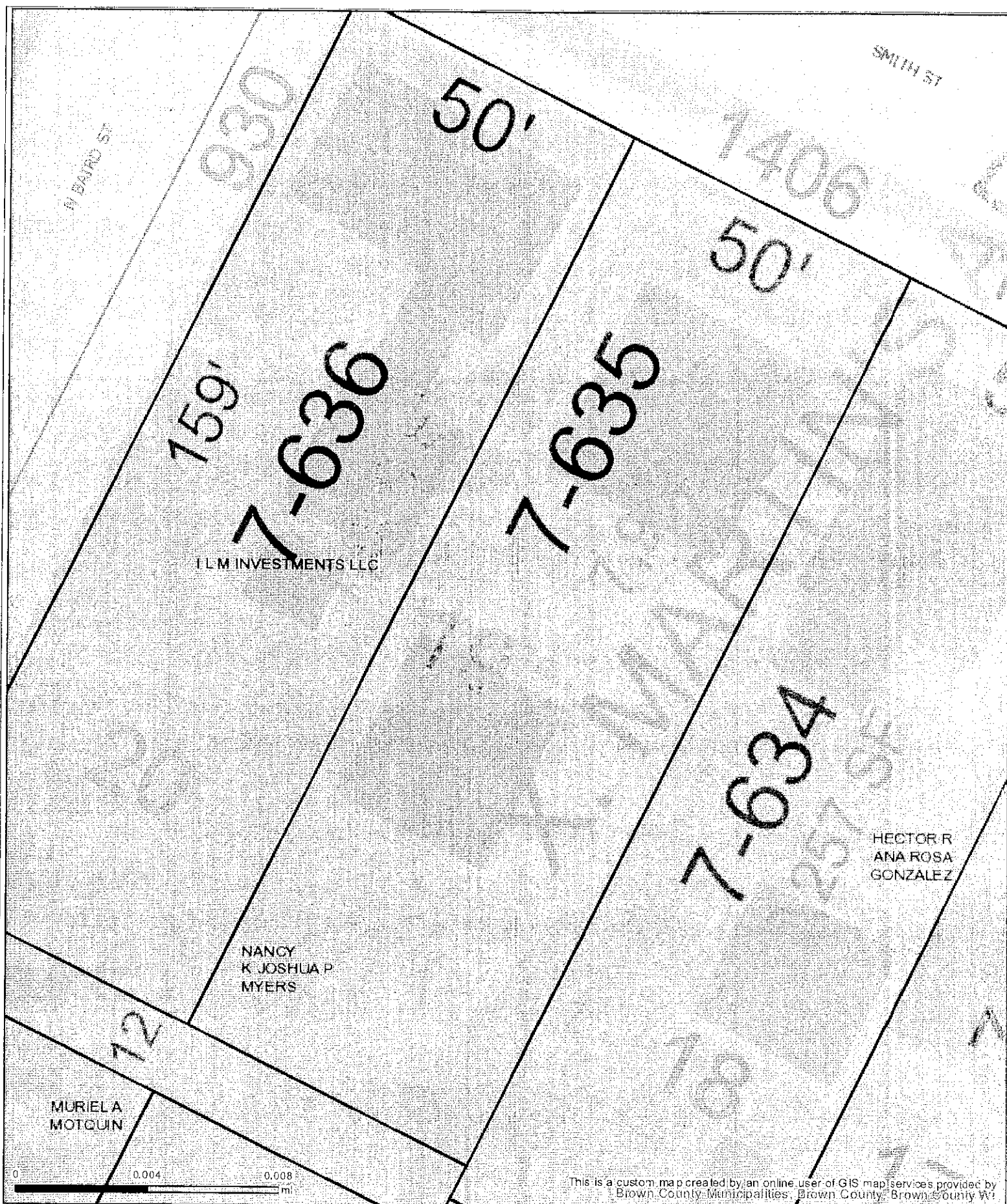
Sincerely,

*Jeffrey Camlin*

Jeffrey Camlin

SPECIALLY ADAPTED HOUSING AGENT

Encl: 26-6807, 26-4555C



**Part of Brown County WI**

Map printed on 4/22/2021

**1:240**  
**1 inch = 20 feet\***  
**1 inch = 0.00379 miles\***  
\*original page size: 8.5"x11"  
Appropriate format depends on zoom level

**Parcel ownership key**

- Parcel Boundary
- Condominium
- Gap or Overlap

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

"hooks" indicate parcel ownership crosses a line

|          |                  |
|----------|------------------|
| SC-190-2 | Parcel ID Number |
| 28-00227 | Document Number  |
| 0.314 AC | Area of parcel   |
| 279.8'   | Line Distance    |
| 3547     | Address          |

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

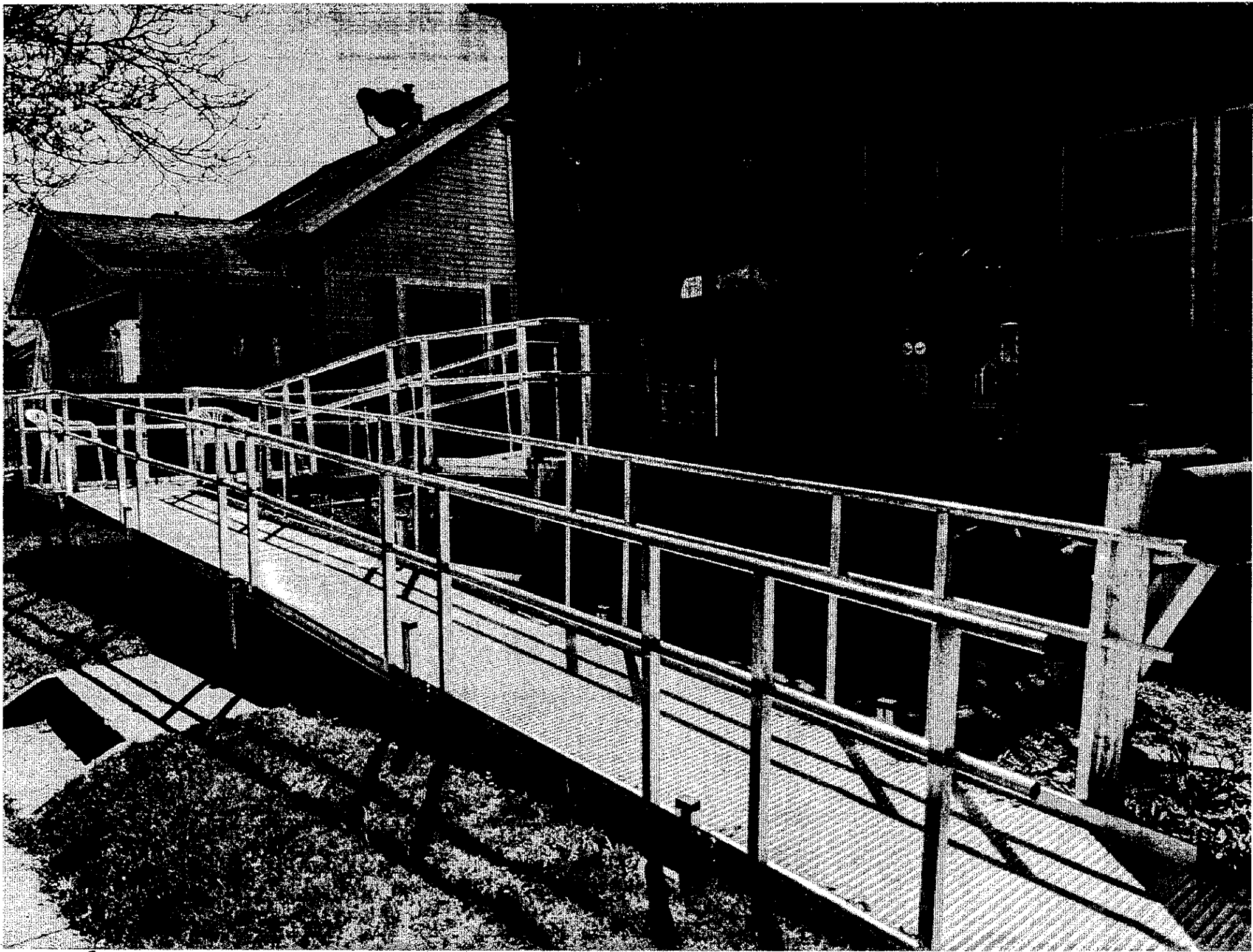


(920) 448-6480  
[maps.gis.co.brown.wi.us](https://maps.gis.co.brown.wi.us)



Map data ©2021, Map data ©2021 20 ft



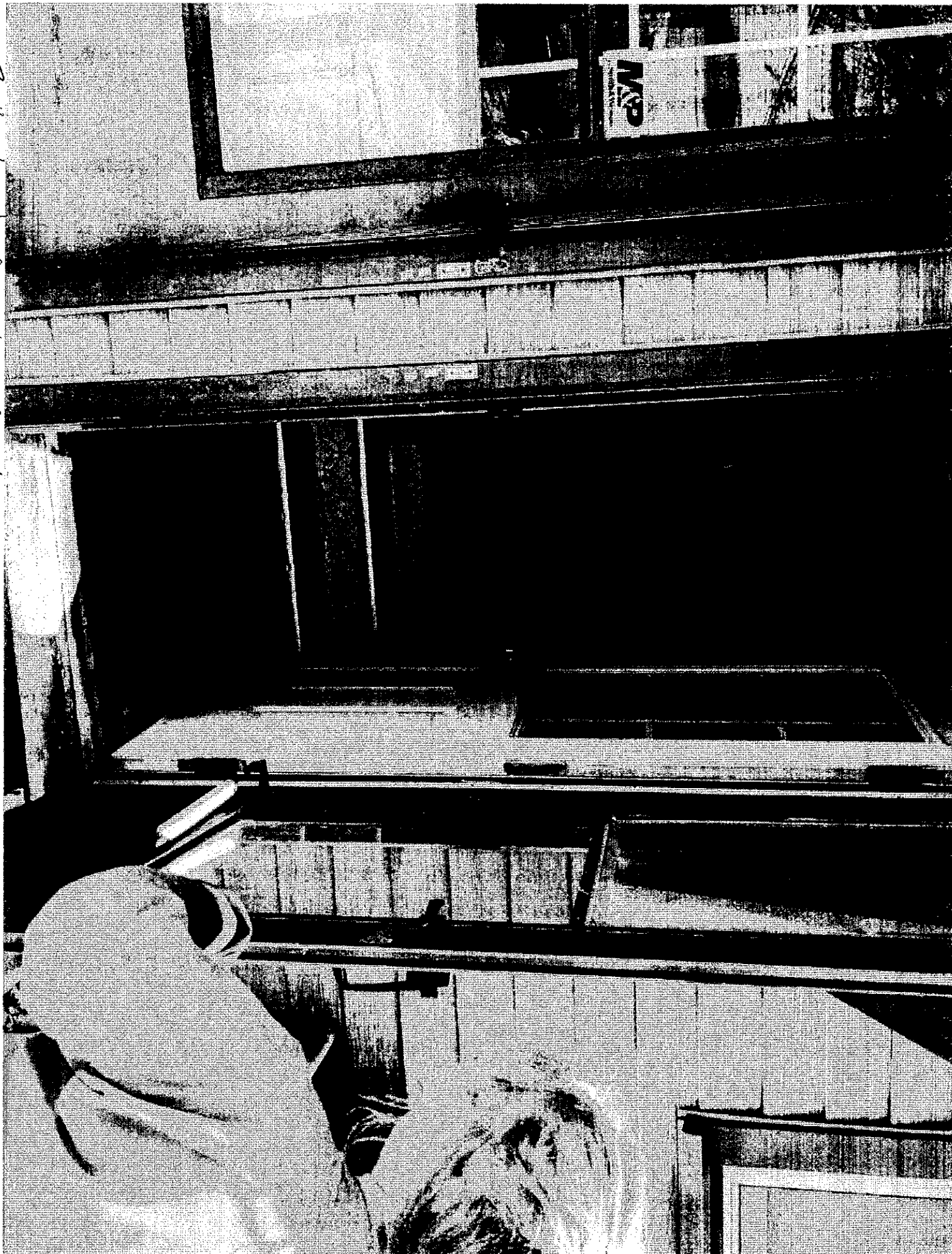


*Front of house*

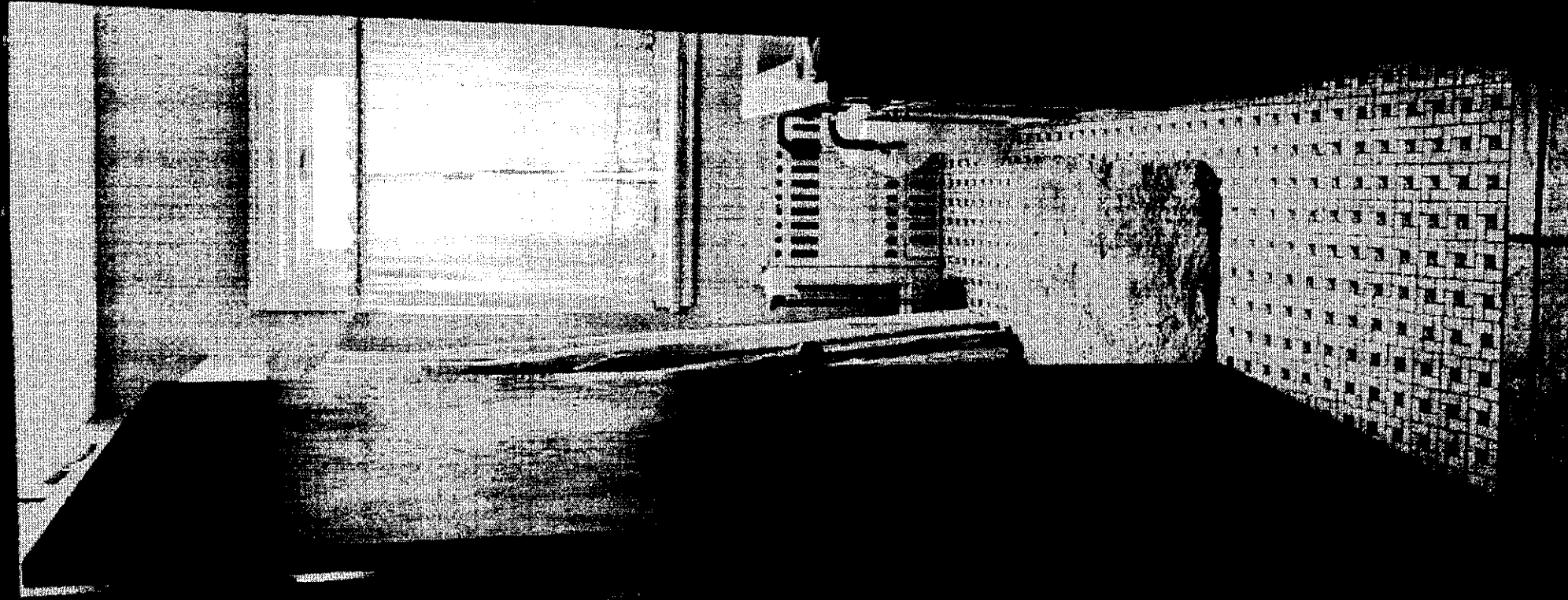


*Back of house*

*Back entry way for upstairs + downstairs*

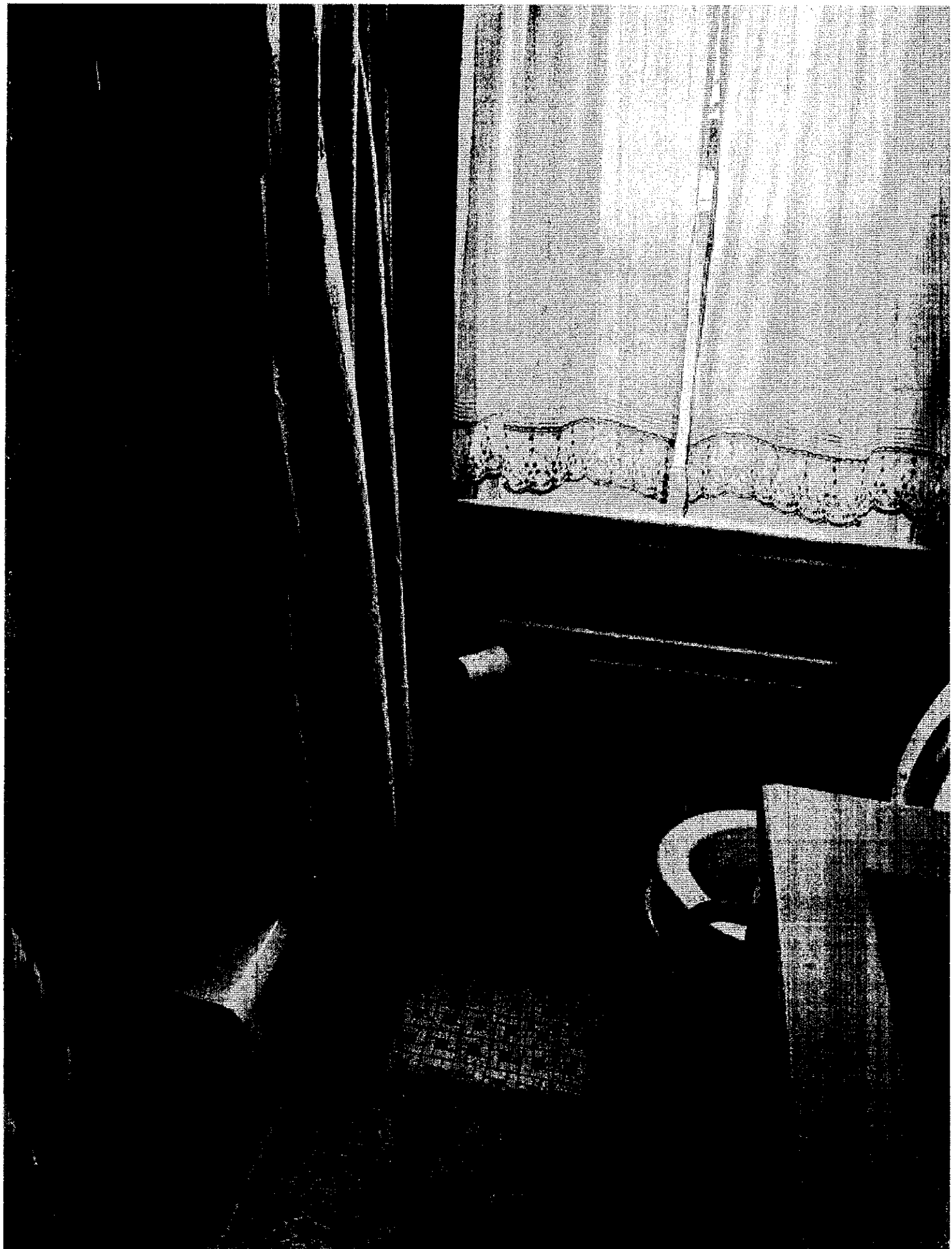






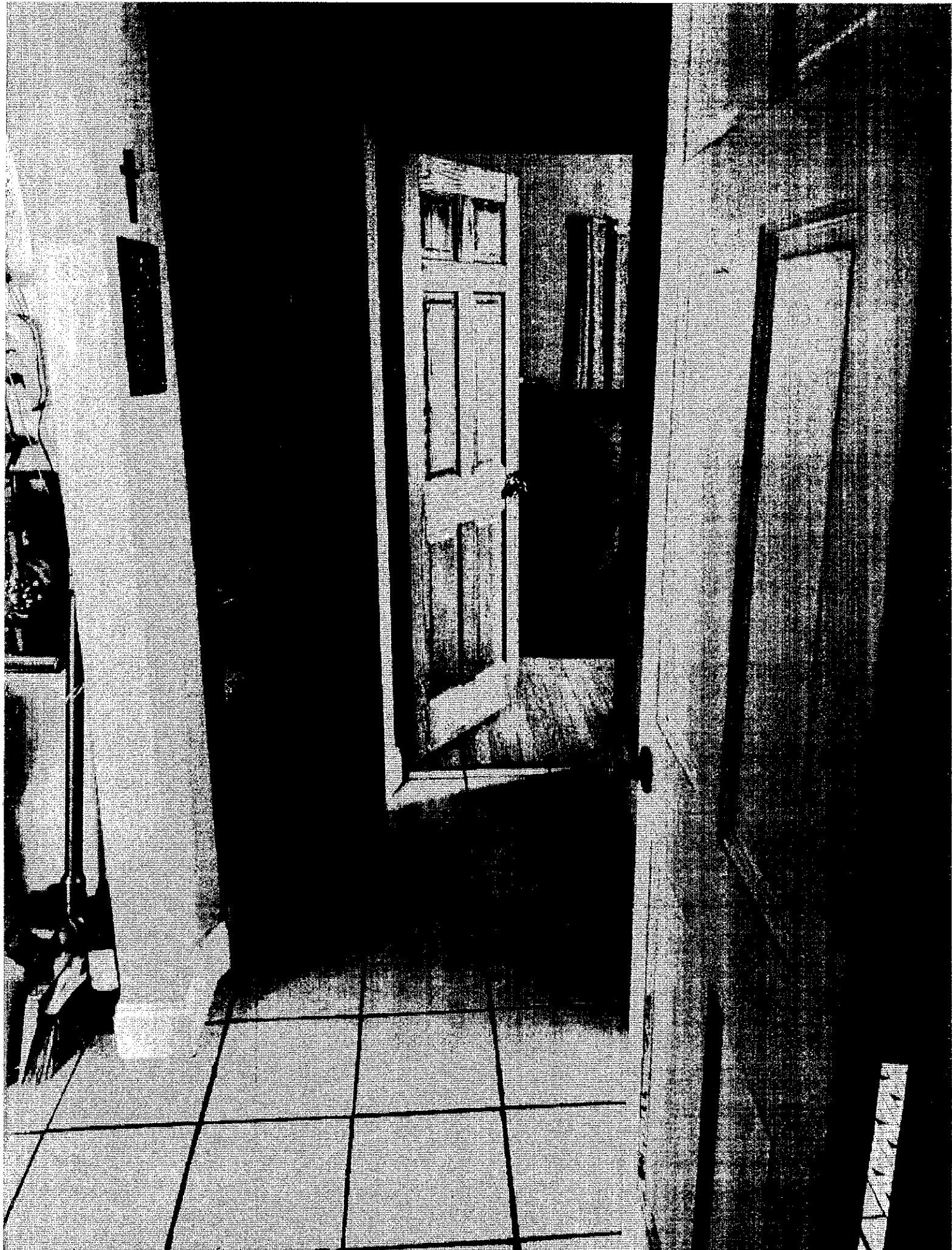
*Current Bathroom - Very Small*





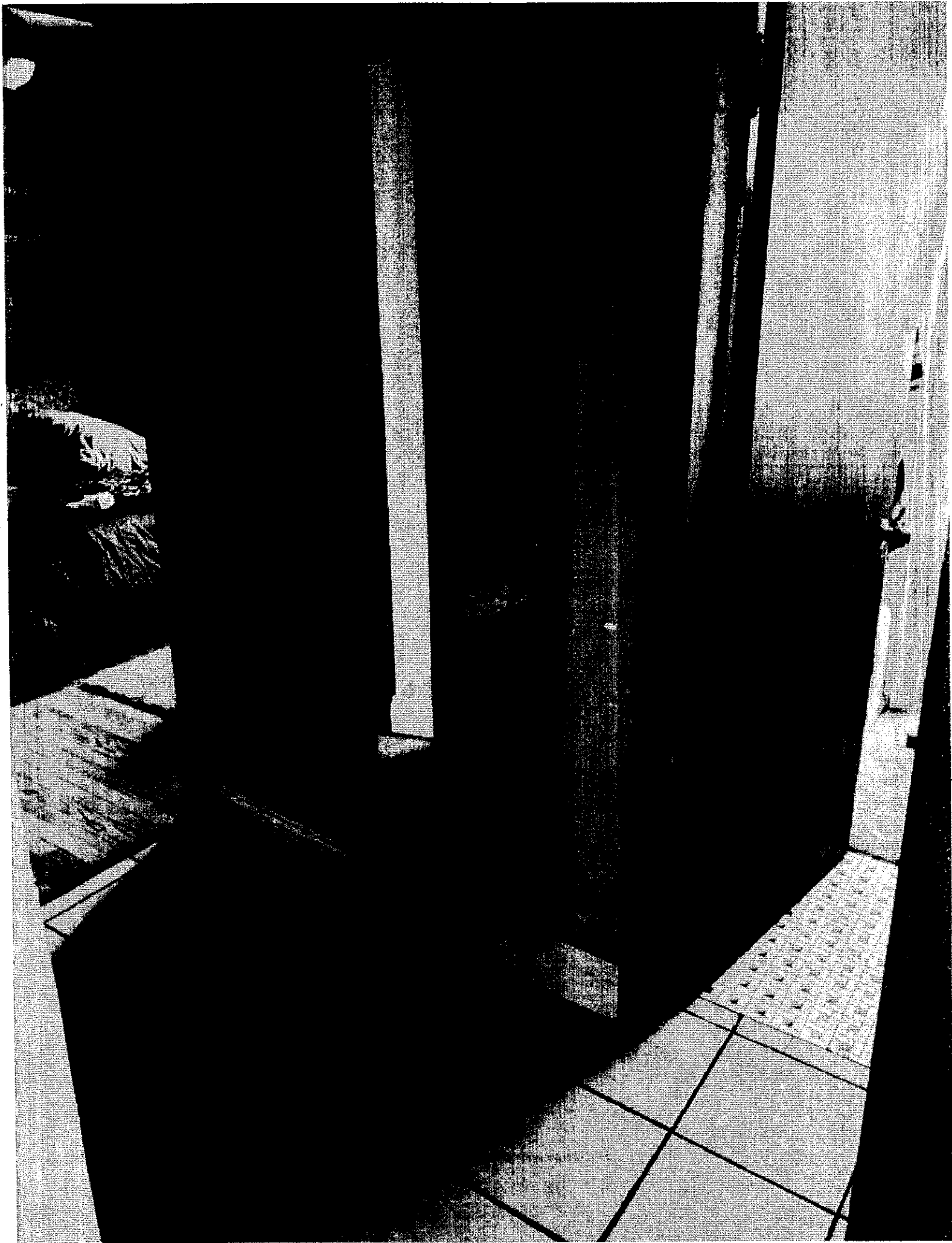


*Current Bath tub*



Hallway going into Bedroom.



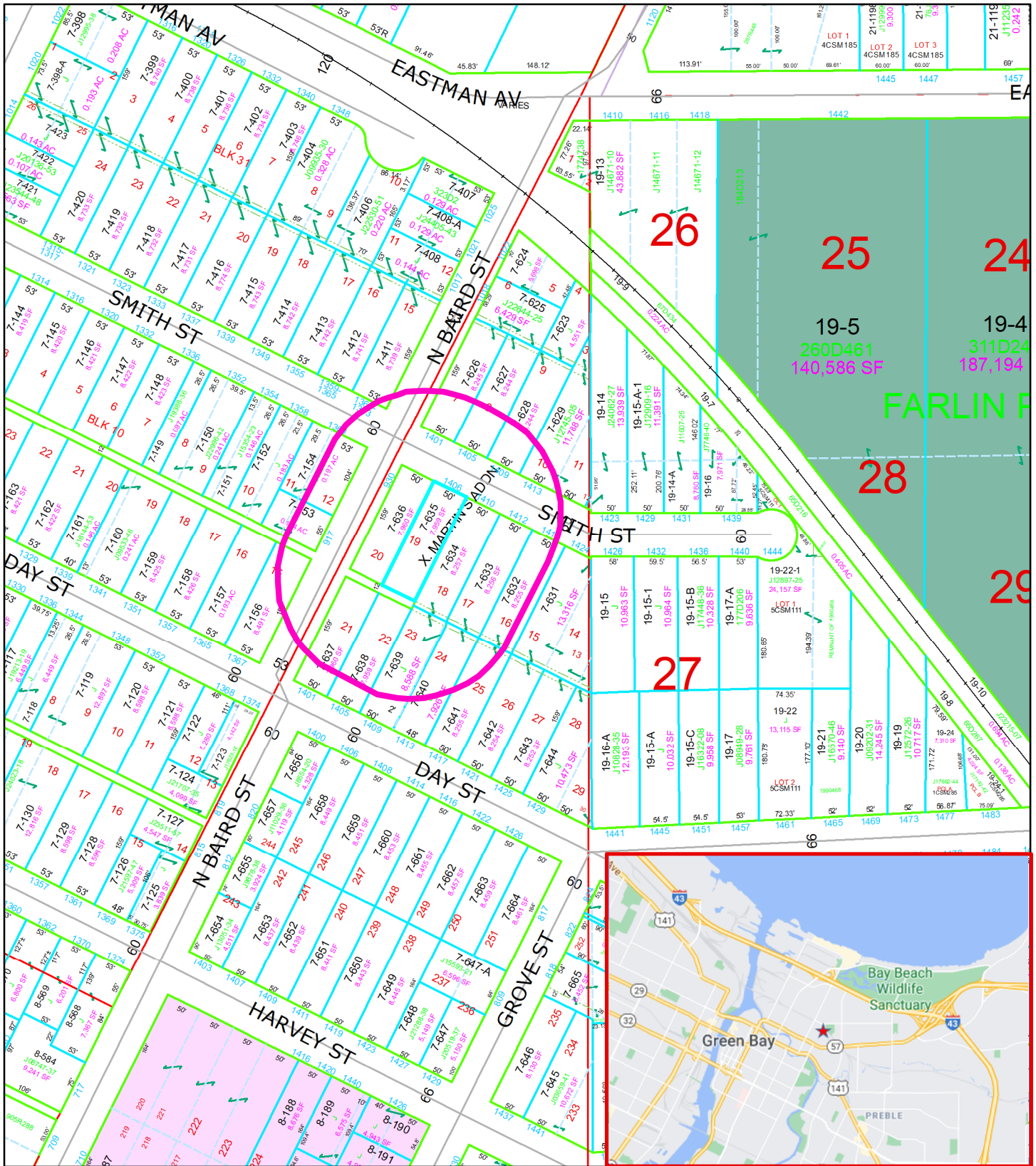




# ZP 21-14 CUP, 1406 Smith Street



| Zoning |                                         |
|--------|-----------------------------------------|
|        | RR - Rural Residential                  |
|        | R1 - Low Density Residential-New Lots   |
|        | R2 - Medium Density Residential         |
|        | R3 - Varied Density Residential         |
|        | OR - Office Residential                 |
|        | NC - Neighborhood Commercial            |
|        | C1 - Commercial One                     |
|        | C2 - Commercial Two                     |
|        | C3 - Commercial Three                   |
|        | D1 - Downtown One                       |
|        | D2 - Downtown Two                       |
|        | GI - General Industry                   |
|        | S-RLI - Special District Light Industry |
|        | LI - Light Industry                     |
|        | BP - Business Park                      |
|        | PI - Public Property / Institutional    |
|        | CON - Conservancy                       |



(ZP 21-14) Conditional Use Permit  
(CUP) 1406 Smith Street

0 50 100 200 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

Parcel Number:  
7-635

-  Subject Parcel
-  Notification Area 200'





# 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): Nancy Myers and Joshua Myers Date: 04-27-2021  
Email: myersnancyk@gmail.com Phone Number: 920-977-8300  
Address: 1406 Smith St City: Green Bay State: WI Zip Code: 54302  
Property Owner: Nancy Myers and Joshua Myers Phone Number: 920-977-8300  
Parcel Numbers (required): 7-634  
Location of Property: 1406 Smith St Green Bay, WI

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, Nancy Myers and Joshua Myers, respectfully request that the City of Green Bay take the following action:

PC.  
June 7, 2021

## 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): Nancy K Myers

Review Fee: \$300.00

Receipt No.: 2758227-16

Zoning Petition No.: 21-14 pn 5-5-21

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

## Attach maps and legal descriptions (required).

Add onto house a handicap bathroom, laundry area and a handicap ramp. IF to 2F

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



## Report to the Green Bay Plan Commission

### MEETING DATE

June 29, 2021

### PREPARED BY

David Buck, Staff

### AGENDA ITEM # Q.7

To create a Planned Unit Development (PUD) at 2400 E. Mason Street, subject to the draft Planned Unit Development (PUD). (Public Hearing and Meeting 06/21/21)

### BACKGROUND

**Primary Address:** 2400 E. Mason Street

**Aldersperson / District:** Ald. Lynn Gerlach / District 3

**Reason for Request:** To allow the redevelopment of the subject property. Specifically, into two (2) separate restaurants with drive-through facilities.

**Surrounding Zoning and Land Uses:**

SUBJECT PROPERTIES: Planned Unit Development (PUD) - vacant restaurant (formerly Fazoli's)

NORTH: Planned Unit Development (PUD) - Commercial service businesses

SOUTH: Planned Unit Development (PUD) - big-box retail (East Town Mall)

EAST: Planned Unit Development (PUD) - restaurant (Applebee's)

West: Planned Unit Development (PUD) - restaurant (Panera Bread)

**Comprehensive Plan:** The 2022 Smart Growth Plan designates this area for commercial uses. The proposed amendment is consistent with the City's Comprehensive Plan.

Analysis: The subject lot is a 0.95 acre/41,334 sq. ft. parcel of land located at 2400 E. Mason Street approximately 300 ft. from the intersection of East Town Way. The property is referred to as an outlot of East Town Mall. It is currently improved with an approximately 4,500 sq. ft. restaurant building constructed in 1995, surface parking and drive-through facility.

The nine (9) outlots of East Town Mall along E. Mason Street as well as the shopping center are regulated by twelve (12) Planned Unit Developments (PUD) that were established between 1979 and 2017; however, regulatory details for the outlots are limited to only signage. With this application, 2400 East Mason Street, LLC, desires to remove the existing restaurant and redevelop the property with two drive-through restaurants. As this site currently has insufficient zoning regulation, it must be addressed prior to any redevelopment. Generally, these types of uses would dictate a C-2 Highway Commercial Zoning however several elements of that district could have a negative effect on the character of the shopping center so a new PUD is proposed over the base R1 Low Density Residential Zoning (draft PUD attached to this report).

The petitioner proposes to divide the property into two individual lots and redevelop them with two single-tenant restaurant buildings. The new lots will be 0.53 acres/22,974 sq. ft. and 0.42 acres/18,360 sq. ft. in size and each will include an approximately 2,400 sq. ft. restaurant, outdoor patio space, drive-through facilities, ground mounted signage, parking and landscaping. Differences between the PUD and the C-2 District include a prohibition of particular uses, a reduction in E. Mason Street setback from fifteen (15) ft. to five (5) ft., maximum structure height from thirty-five (35) ft. to twenty-five (25) ft. and an interior shared side yard



setback from six (6) ft. to zero (0) ft.

Staff supports The PUD request as proposed with stricter use and height regulations and believes the redevelopment of this particular outlot will support and add to the revitalization of the overall mall area by providing additional business options to visitors. The reduction in front yard setback is response to adjacent business that have begun to establish the reduced setback as a standard as well as the presence of a larger than typical E. Mason Street terrace of approximately 25-35 ft. Allowable height reduction is recommended to allow larger shopping center visibility. As the two new development sites will act as a small two user “campus”, staff also supports that the new interior side yard setback be removed with the submission of cross-access and cross-parking easements.

As alluded to in this report, this PUD is really a “stop-gap” or temporary measure until the existing twelve (12) PUDs on the shopping center can be repealed and an entirely new Planned Development related to the City’s and the owner’s collective vision for the future of the general area be established. This effort is anticipated for later this summer or fall following negotiations by the multiple property owners related to changes in private covenants currently in place.

Ald. Lynn Gerlach, the Wilder Park Neighborhood Association and surrounding property owners within 200 ft. have been notified of the request. Staff has not received any inquiries about the request as of the drafting of this report.

## RECOMMENDATION

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

## FISCAL IMPACT

## ATTACHMENTS

1. ZP 21-17 Location Map
2. RFCA - 5.25.21 SR
3. Memo - PUD Request - 5.25.21
4. CSM 21-10 Preliminary 2400 E Mason St
5. ZO 06-21 - Creating PUD 2400 E Mason St



## 200' Property Owner Notice

# **Zoning Petition (ZP 21-17) Proposed Planned Unit Development (PUD) at 2400 East Mason Street**







## 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, Member, 2400 East Mason, LLC Date: May 25, 2021  
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: 2400 East Mason, LLC Phone Number: Same  
Parcel Numbers (required): 21-126-9  
Location of Property: 2400 E. Mason 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)
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- ☐ 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)
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- ☐ 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 memorandum submittal and Exhibit A (2). (Sent via e-mail to Paul Neunmayer)

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

## MEMORANDUM

To: Paul Neumeyer, City of Green Bay Planning Department  
From: Garritt R. Bader, Principal, GB Real Estate Investments, LLC  
Date: May 25, 2021  
Re: PUD Request, 2400 E. Mason Street

---

Good morning!

Please allow this memo to serve as a supplement to the formal PUD request at 2400 E. Mason Street. Following our phone call on May 18, 2021, a PUD is being requested as the most-efficient means by which to achieve the desired redevelopment of the property in a manner that will satisfy all parties.

### Overall Request

The request today is to approve a PUD for the property currently known as 2400 E. Mason Street that will afford its redevelopment into two single-tenant restaurants with drive-thru facilities. The site plan, architectural plans, and the Certified Survey Map are currently being finalized and will be submitted to the city by June 11th. Although slight modifications are possible, the renderings and plans included as **Exhibit A** will not drastically change.

Each building will be approximately 2,300 – 2,400 square feet in size, with a parking ratio that meets both city code for C-2 and a 5.5:1,000 ratio required by the East Town Shopping Center REA. Each site, once subdivided, will include not only a single building, but its own monument sign along Mason Street. The separated properties will remain connected through a parking and access easement between each other to share cross-parking and cross-access (including the sole driveway to the shopping center “ring road”), and will also be afforded overflow parking onto the Petco parcel through an easement that will be recorded. Copies of these agreements can be provided to the city upon request.

Through an e-mail exchange with Tom Giese at the City of Green Bay, it has been approved that the eastern parcel, once subdivided, will be granted an address of 2410 E. Mason Street, with the western parcel retaining the 2400 E. Mason Street address.

### Relation To Overall East Town Plans

This redevelopment is in concert with the overall redevelopment and repositioning of the former East Town Mall that I’m undertaking to bring energy back to the area. Exterior retail/commercial storefronts are being created along the north side of the former mall, (eventual) parking lot in-fill development is being explored, and an overall image upgrade will, in phases, address decades of deferred maintenance of the buildings, infrastructure, lighting and landscaping.

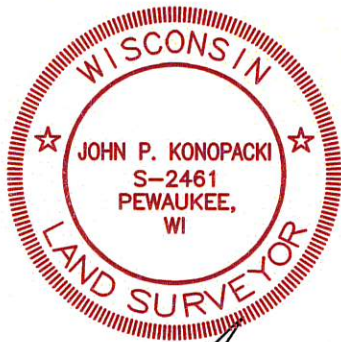
Please let me know if there are any questions. I’m excited for the work already underway, as well as future phases that will begin with this redevelopment of the former Fazolis property. Thank you!



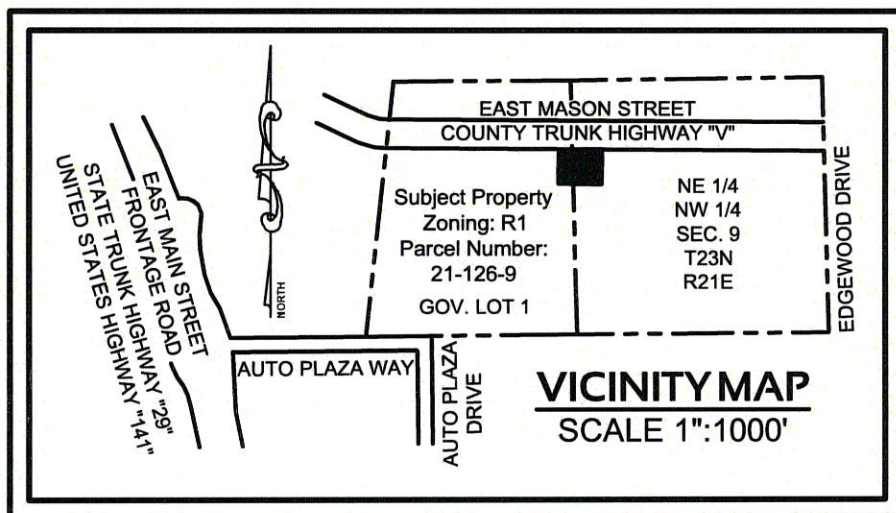
# PRELIMINARY

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of Lot 9, East Town Shopping Center, being part of Government Lot 1 and a part of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 23 North, Range 21 East, City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.



JUNE 1, 2021



### NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Bearings referenced to the recorded plat of East Town Shopping Center. The north line of the East Town Shopping Center has a bearing of S89°36'59"E.
- Lot 1 and Lot 2 of this Certified Survey Map have direct physical ingress and egress via Reciprocal Easement Agreement, Document No. 1163750, to East Mason Street - County Trunk Highway "V", East Main Street Frontage Road, and Auto Plaza Way.
- Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 55009C0277F with an effective date of AUGUST 18, 2009. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- This Certified Survey Map is all of tax parcel number 21-126-9.
- The property owner of record is 2400 East Mason LLC.
- This Certified Survey Map is contained wholly within the property described in the following recorded instrument: East Town Shopping Center, recorded June 16, 1982 in Volume 17 of Plats on Page 236, Document No. 978912
- Existing building shall be removed.

Prepared for:  
2400 East Mason LLC  
300 N Van Buren Street  
Green Bay, WI 54301

Prepared By:

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#2435.00  
SHEET 1 OF 4

PEG JOB#2435.00  
SHEET 2 OF 4



# PRELIMINARY

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of Lot 9, East Town Shopping Center, being part of Government Lot 1  
and a part of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 23  
North, Range 21 East, City of Green Bay, East Side of the Fox River,  
Brown County, Wisconsin.

### SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided that part of Lot 9 in the East Town Shopping Center, as recorded in the Register of Deeds office for Brown County as Document No. 978912, being a part of Government Lot 1 and a part of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the northeast corner of Lot 9 in said East Town Shopping Center;  
Thence South 00°36'00" West along the east line of said Lot 9, 181.79 feet to a north line of Certified Survey Map No. 9084;  
Thence North 89°24'00" West along said north line, 227.91 feet;  
Thence North 00°36'00" East, 180.93 feet to the south right of way line of East Mason Street - County Trunk Highway "V";  
Thence South 89°36'59" East along said south right of way line, 227.91 feet to the Point of Beginning.

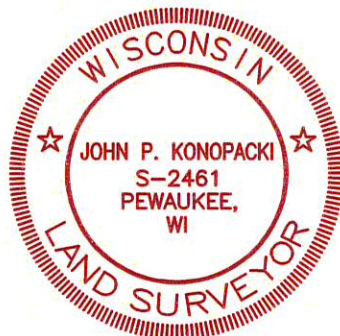
Containing 41,334 square feet (0.9489 acres) of land more or less.

That I have made such survey, land division and map by the direction of 2400 East Mason, LLC, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Green Bay Land Division Ordinance in surveying, mapping and dividing the land within the certified survey map.

Date: June 1, 2021



  
John P. Konopacki  
Professional Land Surveyor S-2461

### CERTIFICATE OF THE CITY OF GREEN BAY CITY CLERK

I, Celestine Jeffreys, being the duly elected, qualified, and acting City of Green Bay City Clerk, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, on any of the land included on this map.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Celestine Jeffreys - City Clerk

### CITY OF GREEN BAY PLANNING DEPARTMENT

Approved by the City of Green Bay Planning Department on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Buck, Principal Planner

Prepared By:

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100

BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#2435.00

SHEET 3 OF 4

# PRELIMINARY

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of Lot 9, East Town Shopping Center, being part of Government Lot 1  
and a part of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 23  
North, Range 21 East, City of Green Bay, East Side of the Fox River,  
Brown County, Wisconsin.

### OWNER'S CERTIFICATE

2400 East Mason, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map.

2400 East Mason, LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. City of Green Bay

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be signed by (name - print) \_\_\_\_\_,  
(title) \_\_\_\_\_, at (city) \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin, on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

In the presence of: 2400 East Mason, LLC

\_\_\_\_\_  
Name (signature) - Title

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY ) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, (name) \_\_\_\_\_,  
(title) \_\_\_\_\_, of the above named limited liability company, to me known to be the person who  
executed the foregoing instrument, and to me known to be such \_\_\_\_\_ (title) of said limited liability  
company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its  
authority.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

### CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin,  
mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in  
the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

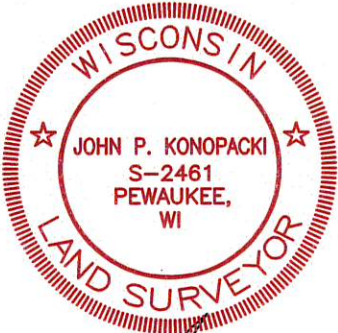
IN WITNESS WHEREOF, the said \_\_\_\_\_, has caused these presents to be signed by  
\_\_\_\_\_, its President, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Date  
\_\_\_\_\_  
President

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
\_\_\_\_\_, to me known to be the person who executed the  
foregoing instrument and to me known to be such officer of said corporation and  
acknowledged the same.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_



JUNE 1, 2021

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#2435.00  
SHEET 4 OF 4



ZONING ORDINANCE NO. 06-21

AN ORDINANCE  
CREATING A PLANNED UNIT DEVELOPMENT (PUD)  
FOR PROPERTY LOCATED AT 2400 EAST MASON STREET  
(ZP 21-17)

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

**SECTION 1.** Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property:

Legal Description: Lot 9 Excluding J17046-46 Plat of East Town Shopping Center, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin. Parcel is approximately 0.95 acres/41,334 Square Feet.

Tax Parcel: 21-126-9

**SECTION 2.** Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as applicable, the following conditions are imposed:

- A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) is to permit the orderly development of the outlots associated with the large shopping center of the area. The PUD will facilitate the development of associated land in an integrated and innovative fashion, allow for flexibility in site design, and encourage development that is sensitive to the environmental, cultural, and economic considerations of the greater area. The general appearance and design of the site shall generally comply with the attached Exhibit A.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are those listed as permitted or conditional principal uses within the C2 Highway Commercial Zoning District, as enumerated in the Green Bay Municipal Code, Section 44-681, Table 44-8 with the exception of the following uses which are prohibited:
1. Bed and Breakfast;
  2. Tool and Equipment Rental;
  3. Contractor Showroom;
  4. Greenhouse/Garden Supply;
  5. Automobile Rental or Sales;
  6. Carwash;
  7. Fuel/Gas/Service Station;
  8. Motor Vehicle Repair; and
  9. Residential Uses.
- C. Dimensional and Area Requirements. Dimensional and area requirements for principal

structures on the subject property shall be required as follows:

1. Lot Size: Minimum lot sizes shall be as follows:
    - a. Minimum lot width: 100 feet.
    - b. Minimum lot area: 15,000 square feet
  2. Setbacks: Unless otherwise stated, setbacks shall exclude buildings and parking/auto circulation facilities:
    - a. Front yard (north): 5 feet.
    - b. Side yards (west & east): 5 feet.
      1. Interior side yard setback may be reduced to 0 feet with provision of cross access and parking easements.
    - c. Rear Yard (south): 5 feet.
  3. Heights of Structures: Principal buildings shall not exceed 25 feet in height.
  4. Impervious Coverage: Impervious surfaces shall not exceed 80% of the site.
- D. Architecture. Building elevations shall generally comply with the following requirement:
1. Building materials. All building facades shall be designed with architecturally-finished materials consistent with Exhibit A. Durable materials, such as masonry or stucco, shall be used on all facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design.
- E. Landscaping and Lighting. All landscaping and lighting on the subject property shall be regulated as set forth in Green Bay Municipal Code Chapter 44, Article XIX.
- F. Signage. All signage for the current project shall be regulated as follows:
1. All signs shall be constructed and in compliance with Chapter 30, Green Bay Municipal Code.
  2. Sign standards of the Commercial Districts, Chapter 30-36, Table 30-12, Green Bay Municipal Code shall be followed.
- G. Site Plan Review & Standards. A site plan shall be submitted and reviewed per Chapter 44, Article XIX, Green Bay Municipal Code.
- H. Parking/Pedestrian Access. All parking shall be regulated as required in Chapter 44, Article XVIII, Green Bay Municipal Code.
- I. Stormwater Management. If deemed necessary by the City's Department of Public Works during site plan review, a stormwater management plan shall be submitted to and approved by the City prior to the issuance of building permits.
- J. Compliance with all of the regulations of the Green Bay Municipal Code not covered

under the PUD.

**SECTION 3.** The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

**SECTION 4.** Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6.** In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

**SECTION 7.** If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

**SECTION 8.** This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
Mayor Eric Genrich

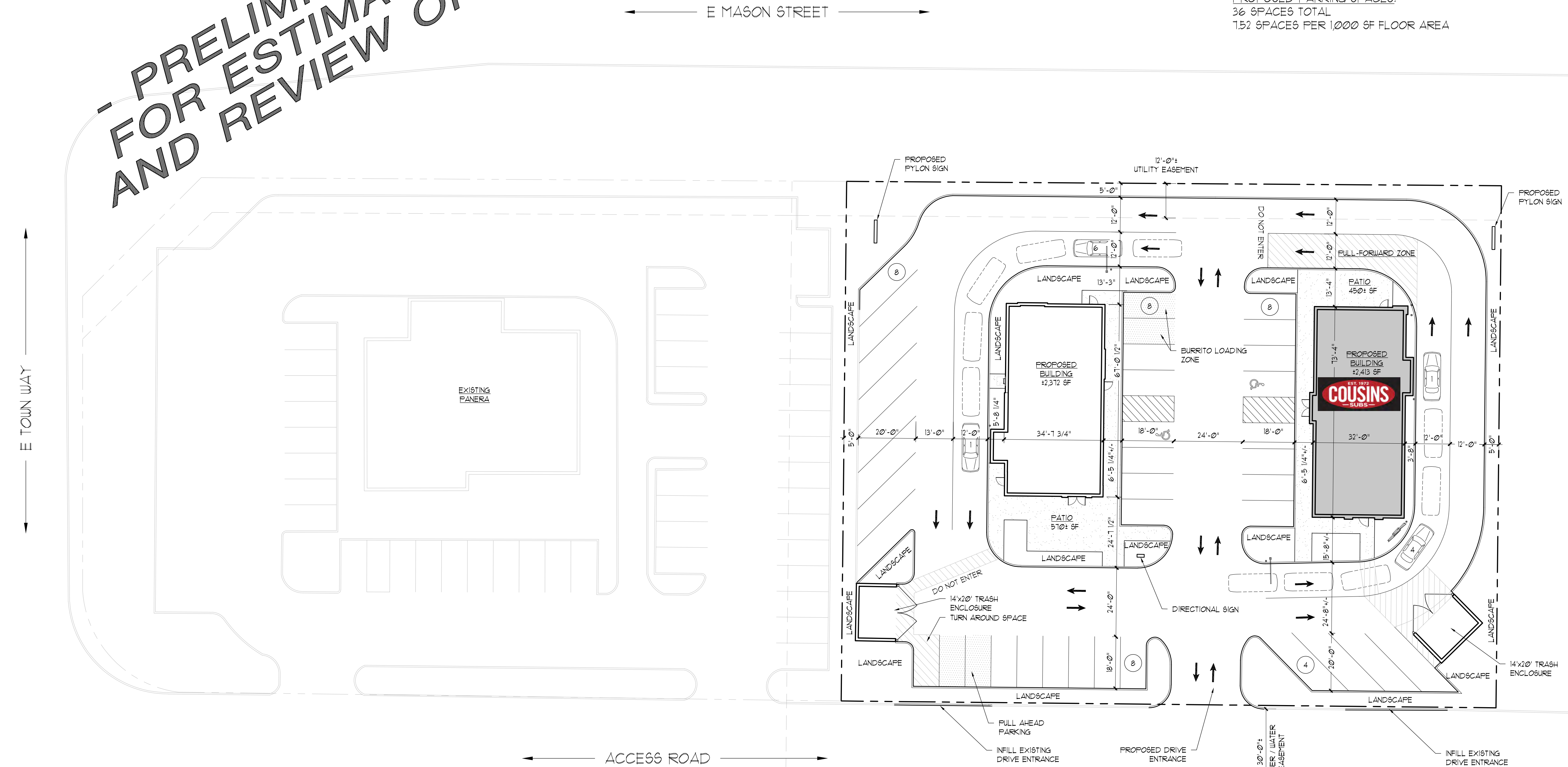
ATTEST:

\_\_\_\_\_  
Clerk

Attachments:

Exhibit A – Conceptual Site Plan(s) and Elevations

PRELIMINARY -  
FOR ESTIMATING  
AND REVIEW ONLY



THIS SITE PLAN IS PRELIMINARY AND TO BE USED FOR CONCEPTUAL PURPOSES ONLY -  
INCLUDES INFORMATION FROM SEVERAL SOURCES, NO EXTENSIVE SITE OR ZONING RESEARCH  
HAS BEEN COMPLETED. SOME ASSUMPTIONS AND ESTIMATES HAVE BEEN MADE, SITE PLAN  
REQUIRES CONFIRMATION AND FURTHER DEVELOPMENT FROM CIVIL ENGINEER, TYPICAL.  
SQUARE FOOTAGES AND DIMENSIONS PROVIDED ARE APPROXIMATE.

EXISTING LOT SIZE:  
APPROX. 0.94 ACRES (±41,334 SF - REQUIRES CONFIRMATION)

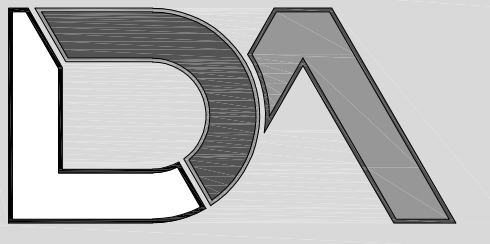
PROPOSED BUILDING AREA:  
±4,785 SF TOTAL

PROPOSED PARKING SPACES:  
36 SPACES TOTAL  
7.52 SPACES PER 1,000 SF FLOOR AREA



SITE PLAN  
1" = 20'

1



LogicDA.com | 414.909.0080  
Project Manager: WBM  
Job Number: 21-034

Additional Info

Project Name

Proposed Outlot  
2400 E Mason Street  
Green Bay, WI 54302

Dates/Revisions

04.23.21  
PRELIM. (20%)  
SET FOR TENANT  
04.30.21  
REVISED (20%)  
SET FOR TENANT  
05.11.21  
REVISED (20%)  
SET FOR TENANT

Drawing Title

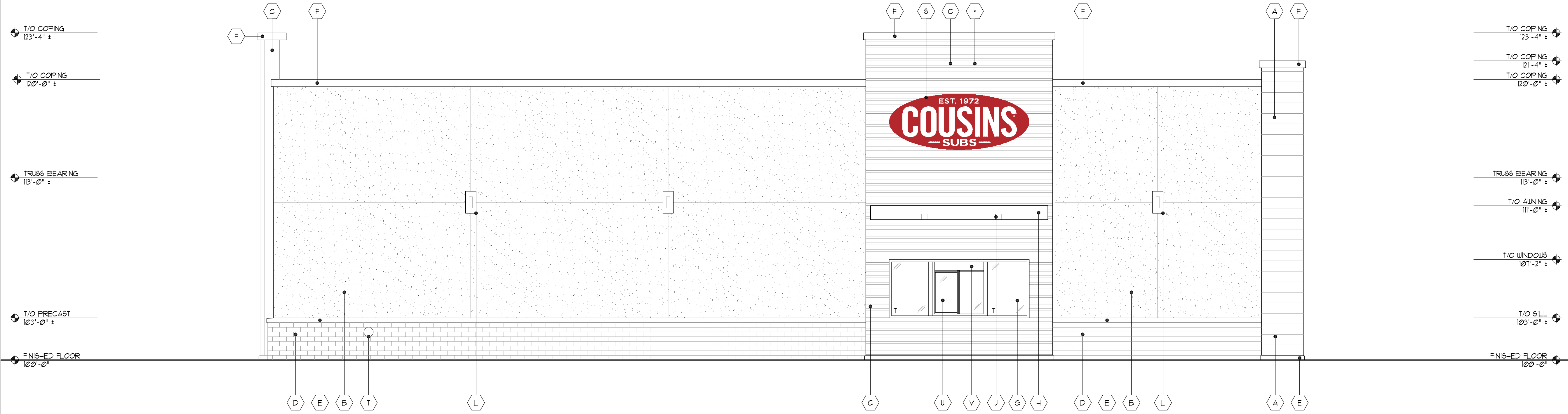
CONCEPTUAL  
SITE PLAN

SP1.1-D

- PRELIMINARY -  
NOT FOR CONSTRUCTION

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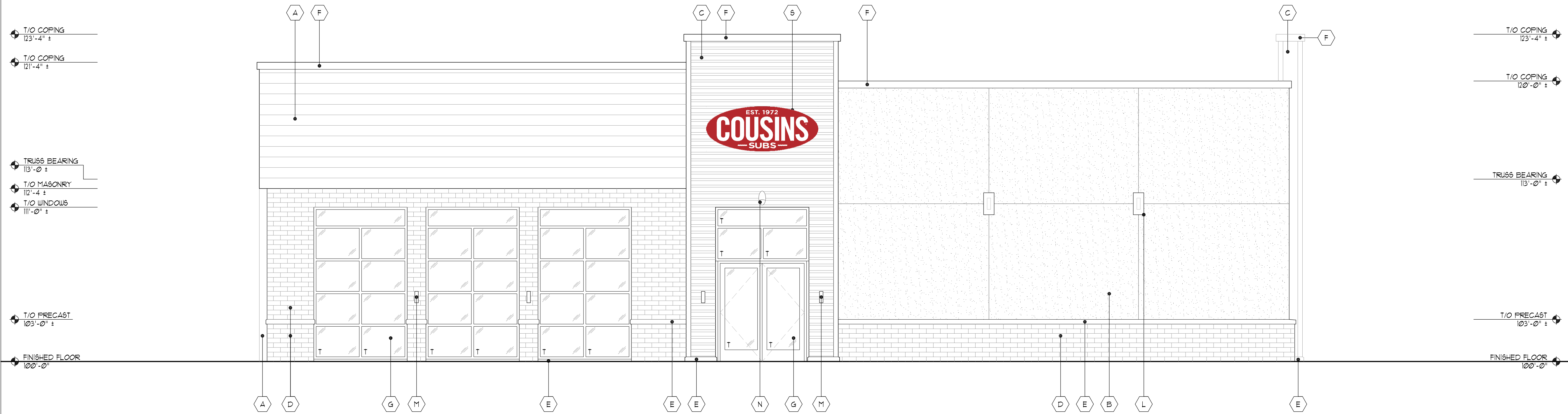


\* = GC ADDITIONALLY ALT. BID BOTH EIFS & BRICK FOR THIS AREA  
GLAZING: S= SPANDREL T= TEMPERED --- SIGNAGE SHOWN FOR REFERENCE PURPOSES ONLY - FINAL LOCATIONS, TYPE, AND AHJ APPROVALS BY TENANT, TYPICAL.

PROPOSED EAST ELEVATION

1/4" = 1'-0"

2

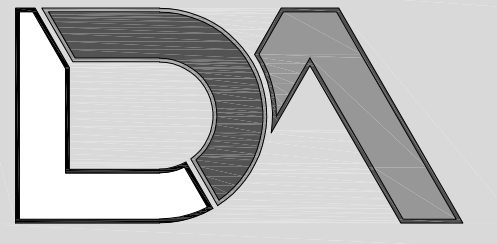


GLAZING: S= SPANDREL T= TEMPERED --- SIGNAGE SHOWN FOR REFERENCE PURPOSES ONLY - FINAL LOCATIONS, TYPE, AND AHJ APPROVALS BY TENANT, TYPICAL.

PROPOSED WEST ELEVATION

1/4" = 1'-0"

1



LogicDA.com | 414.909.0080  
Project Manager: WBM  
Job Number: 21-034

Additional Info

Project Name

**Proposed Outlot**  
2400 E Mason Street  
Green Bay, WI 54302

Dates/Revisions

04.23.21  
PRELIM. (20%)  
SET FOR TENANT  
04.30.21  
REVISED (20%)  
SET FOR TENANT  
05.11.21  
REVISED (20%)  
SET FOR TENANT

Drawing Title

**PROPOSED  
ELEVATIONS**

**A2.1**

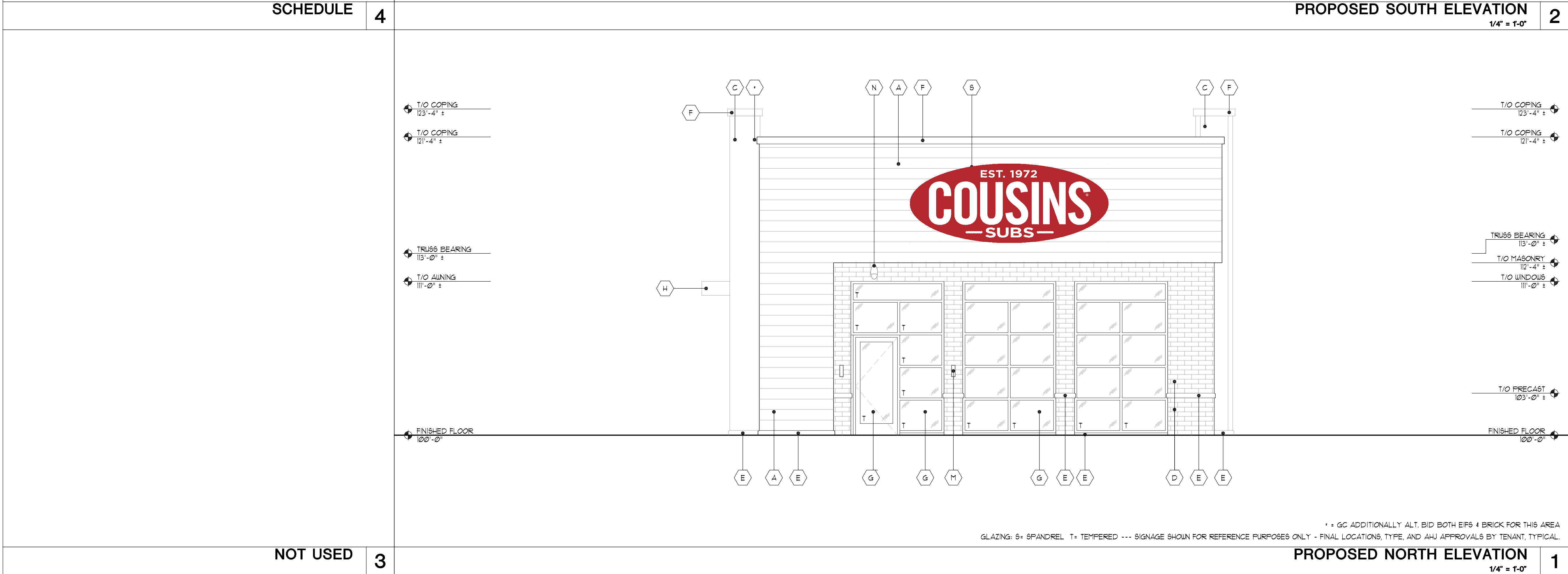
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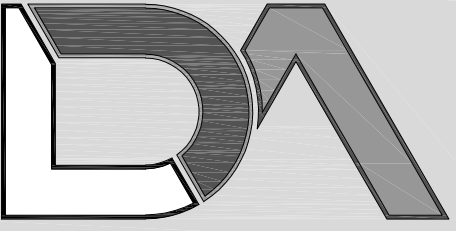
| Exterior Material Schedule                                                                                                                                                                                                                                                                            |                                                     |                                                           |                                                                                                                                                                                                                                   |                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Key                                                                                                                                                                                                                                                                                                   | Material                                            | Color / Spec                                              | Details / Add'l Info                                                                                                                                                                                                              | Mfg. Info                    |
| A                                                                                                                                                                                                                                                                                                     | Wall Tile                                           | Color: Ark   Acacia Valley 9"x36" AV34                    | Install Horizontal Running Bond   Use only factory corner and color matched trim and sealants - R/T Elevations & Details, typical. Submit shop drawings & details to Arch for approval.                                           | Dal Tile                     |
| B                                                                                                                                                                                                                                                                                                     | EIFS Finish                                         | STO Lotusan   or Equal<br>Color: SW 7028 Incredible White | Drainage Type EIFS per mfg.   Install per mfg.   **GC to provide Architect large color sample for final approval **                                                                                                               | STO Lotusan                  |
| C                                                                                                                                                                                                                                                                                                     | Metal Wall System                                   | Pac-Clad HWP Precision Wall Panels<br>Color: Musket Gray  | Install Horizontal   Color Matched trim and sealants - R/T Elevations & Details, typical. Submit shop drawings & details to Arch for approval.                                                                                    | Pac-Clad (Petersen)          |
| D                                                                                                                                                                                                                                                                                                     | Brick Veneer                                        | Heritage Collection<br>Color: Slate                       | Running Bond   Utility Size   Mortar: Black (SM800)   Apply penetrating sealer to brick & grout per Mfg recommendations                                                                                                           | County Materials or similar  |
| E                                                                                                                                                                                                                                                                                                     | Cast Stone / Precast Concrete                       | Soft Gray   Smooth Finish                                 | Caps, bands, sills - refer to sections   Mortar: Gray (SM100)   Apply penetrating sealer per mfg.   Submit shop drawings for review and approval                                                                                  | Custom Cast Stone / Spec Mix |
| F                                                                                                                                                                                                                                                                                                     | Metal #1                                            | Color: Musket Gray                                        | coping, flashing, etc. - also see sections                                                                                                                                                                                        | Pac-Clad (Petersen)          |
| G                                                                                                                                                                                                                                                                                                     | Aluminum Storefront System                          | Black Frames                                              | Full lite doors w/ 1" insulated Low-E clear glazing (u.o.n.) w/ thermally broken frames - R/T elevations for tempered and spandrel locations.                                                                                     | Kawneer or approved equal    |
| H                                                                                                                                                                                                                                                                                                     | Steel Awning Canopy (with welded chamfered corners) | Prime & Epoxy Paint<br>Sherwin Williams 6951 Black Magic  | Galvanized Steel Tube perimeter w/ steel tube standoffs. Finish all with exterior epoxy coating system or equal per Mfg. recommendations   Submit shop drawings for review and approval                                           | TBD                          |
| J                                                                                                                                                                                                                                                                                                     | Recessed Lighting                                   | Black Finish                                              | Recessed LED - Coord. Locations w/ Reflected Ceiling Plan                                                                                                                                                                         | TBD                          |
| L                                                                                                                                                                                                                                                                                                     | Wall Mounted Lighting                               | Black Finish                                              | Down   CY91 40K MVD W X NCLR-B-RDB   Wall Mount 14"-4" AFF                                                                                                                                                                        | Contech                      |
| M                                                                                                                                                                                                                                                                                                     | Wall Mounted Lighting                               | Black Finish                                              |                                                                                                                                                                                                                                   | TBD                          |
| N                                                                                                                                                                                                                                                                                                     | Emergency Egress Lighting                           | Black Finish                                              | TRL-EM-BR-EL   Wall mounted centered over door                                                                                                                                                                                    | Triton LED                   |
| P                                                                                                                                                                                                                                                                                                     | Gas Meter                                           | Prefinished                                               | GC to coordinate location with local utility & AHJ. Protect with bollards and maintain clear floor requirements   Exterior piping not permitted - Run supply line from meter through wall, up interior wall and overhead to RTU's | TBD                          |
| Q                                                                                                                                                                                                                                                                                                     | Electric Service                                    | Prefinished                                               | GC to coordinate location with local utility & AHJ. Protect with bollards and maintain clear floor requirements                                                                                                                   | TBD                          |
| R                                                                                                                                                                                                                                                                                                     | Roof Top Unit                                       | Prefinished                                               | GC to coordinate location & Details w/ Tenant Drawings                                                                                                                                                                            | TBD                          |
| S                                                                                                                                                                                                                                                                                                     | Tenant Signage                                      | TBD by tenant                                             | Generic signage shown for reference - Tenants are responsible for actual signage design and AHJ approvals, typical. LL GC to coordinate w/ tenant for all sign locations, provide power & blocking as necessary.                  | TBD                          |
| T                                                                                                                                                                                                                                                                                                     | Overflow Downspout Nozzle                           | Z399-Prefinished                                          | Mount 20" AFF                                                                                                                                                                                                                     | TBD                          |
| U                                                                                                                                                                                                                                                                                                     | Drive-Thru Window                                   | To Match Storefront                                       | R/T tenant drawings                                                                                                                                                                                                               | TBD                          |
| V                                                                                                                                                                                                                                                                                                     | Drive-Thru Air Curtain                              | To Match Storefront                                       | R/T tenant drawings                                                                                                                                                                                                               | TBD                          |
| Notes: Refer to sections and wall types for additional information. GC to install all products per industry standards and manufacturer's recommendations. Design/Build Contractors and GC to coordinate Knox Box, Security Camera, and all other AHJ required items not shown on elevations, typical. |                                                     |                                                           |                                                                                                                                                                                                                                   |                              |

SCHEDULE 4



NOT USED 3

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LogicDA.com | 414.909.0080  
Project Manager: WBM  
Job Number: 21-034

Additional Info

Project Name

Proposed Outlot  
2400 E Mason Street  
Green Bay, WI 54302

Dates/Revisions

|          |               |                |
|----------|---------------|----------------|
| 04.23.21 | PRELIM. (20%) | SET FOR TENANT |
| 04.30.21 | REVISED (20%) | SET FOR TENANT |
| 05.11.21 | REVISED (20%) | SET FOR TENANT |

Drawing Title

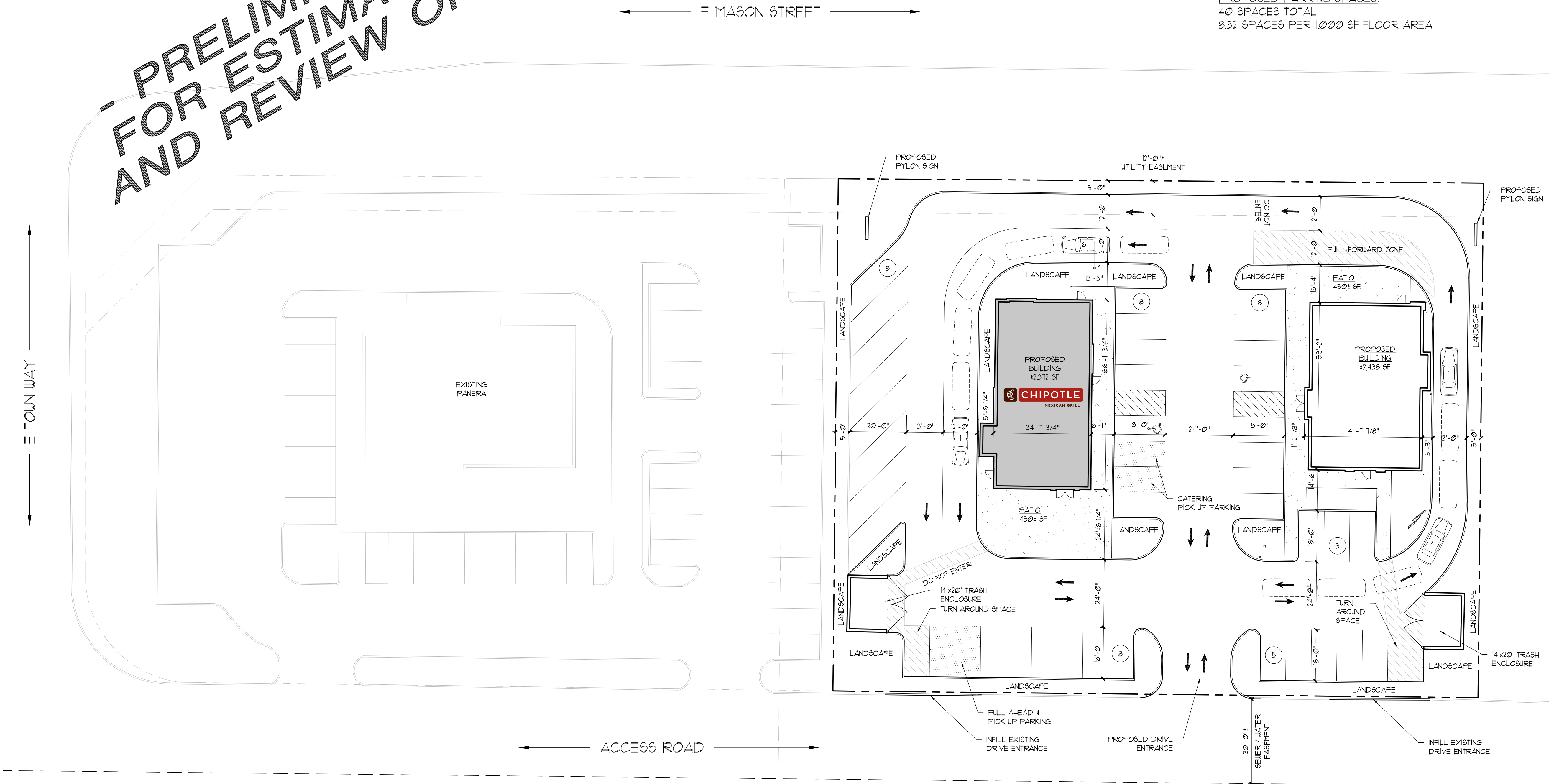
PROPOSED ELEVATIONS

A2.2

- PRELIMINARY -  
NOT FOR CONSTRUCTION



PRELIMINARY -  
FOR ESTIMATING  
AND REVIEW ONLY



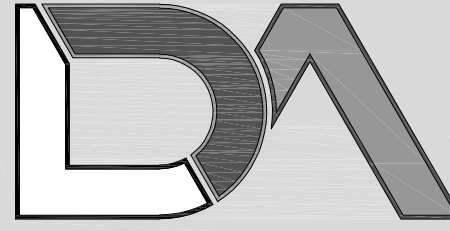
THIS SITE PLAN IS PRELIMINARY AND TO BE USED FOR CONCEPTUAL PURPOSES ONLY -  
INCLUDES INFORMATION FROM SEVERAL SOURCES, NO EXTENSIVE SITE OR ZONING RESEARCH  
HAS BEEN COMPLETED. SOME ASSUMPTIONS AND ESTIMATES HAVE BEEN MADE, SITE PLAN  
REQUIRES CONFIRMATION AND FURTHER DEVELOPMENT FROM CIVIL ENGINEER, TYPICAL.  
SQUARE FOOTAGES AND DIMENSIONS PROVIDED ARE APPROXIMATE.

EXISTING LOT SIZE:  
APPROX. 0.94 ACRES (±41,334 SF - REQUIRES CONFIRMATION)

PROPOSED BUILDING AREA:  
±4,810 SF TOTAL

PROPOSED PARKING SPACES:  
40 SPACES TOTAL  
832 SPACES PER 1,000 SF FLOOR AREA

PLAN NORTH  
SITE PLAN  
1" = 20'  
1



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Drawing Title

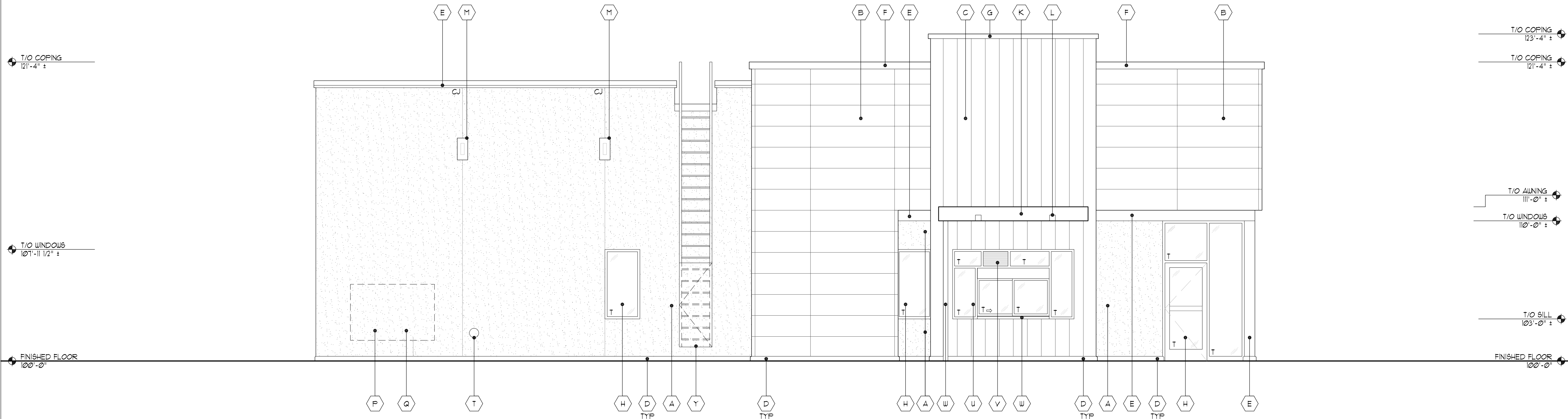
CONCEPTUAL  
SITE PLAN

SP1.1-D

- PRELIMINARY -  
NOT FOR CONSTRUCTION

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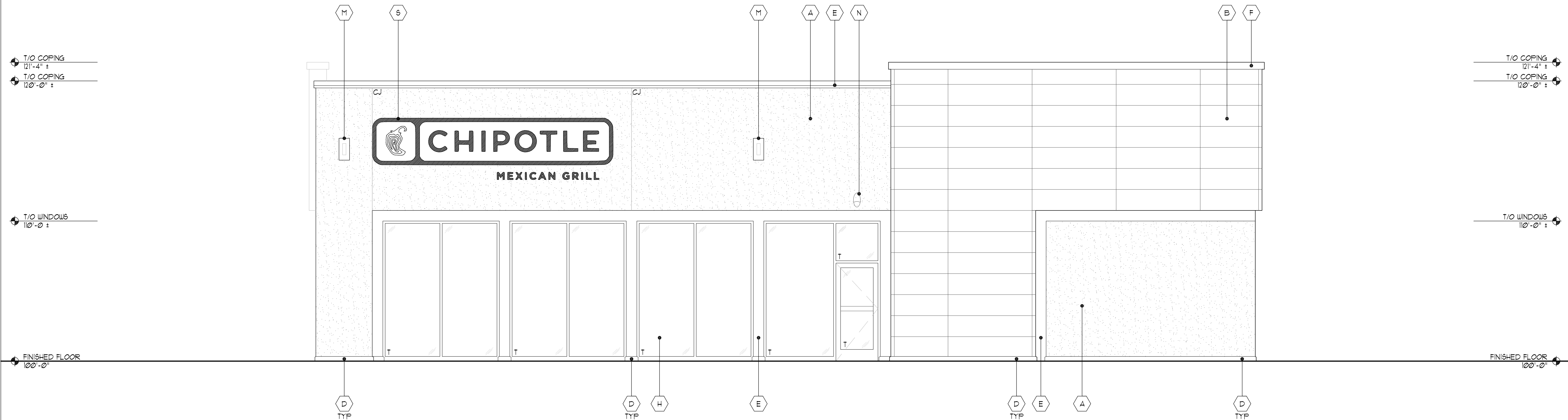


GLAZING: S = SPANDREL T = TEMPERED --- SIGNAGE SHOWN FOR REFERENCE PURPOSES ONLY - FINAL LOCATIONS, TYPE, AND AHJ APPROVALS BY TENANT, TYPICAL.

PROPOSED WEST ELEVATION

1/4" = 1'-0"

2



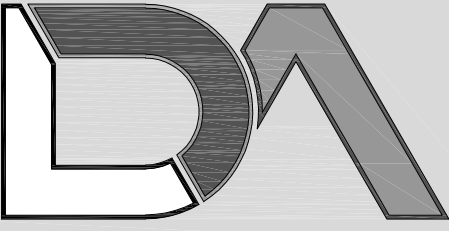
GLAZING: S = SPANDREL T = TEMPERED --- SIGNAGE SHOWN FOR REFERENCE PURPOSES ONLY - FINAL LOCATIONS, TYPE, AND AHJ APPROVALS BY TENANT, TYPICAL.

PROPOSED EAST ELEVATION

1/4" = 1'-0"

1

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Logic design & architecture, inc.

LogicDA.com | 414.909.0080

Project Manager: WBM

Job Number: 21-034

| Additional Info                            |               |
|--------------------------------------------|---------------|
| Project Name                               |               |
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| 2400 E Mason Street<br>Green Bay, WI 54302 |               |
| Dates/Revisions                            |               |
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| SET FOR TENANT                             |               |
| Drawing Title                              |               |
| PROPOSED ELEVATIONS                        |               |
| A2.1                                       |               |

- PRELIMINARY -  
NOT FOR CONSTRUCTION

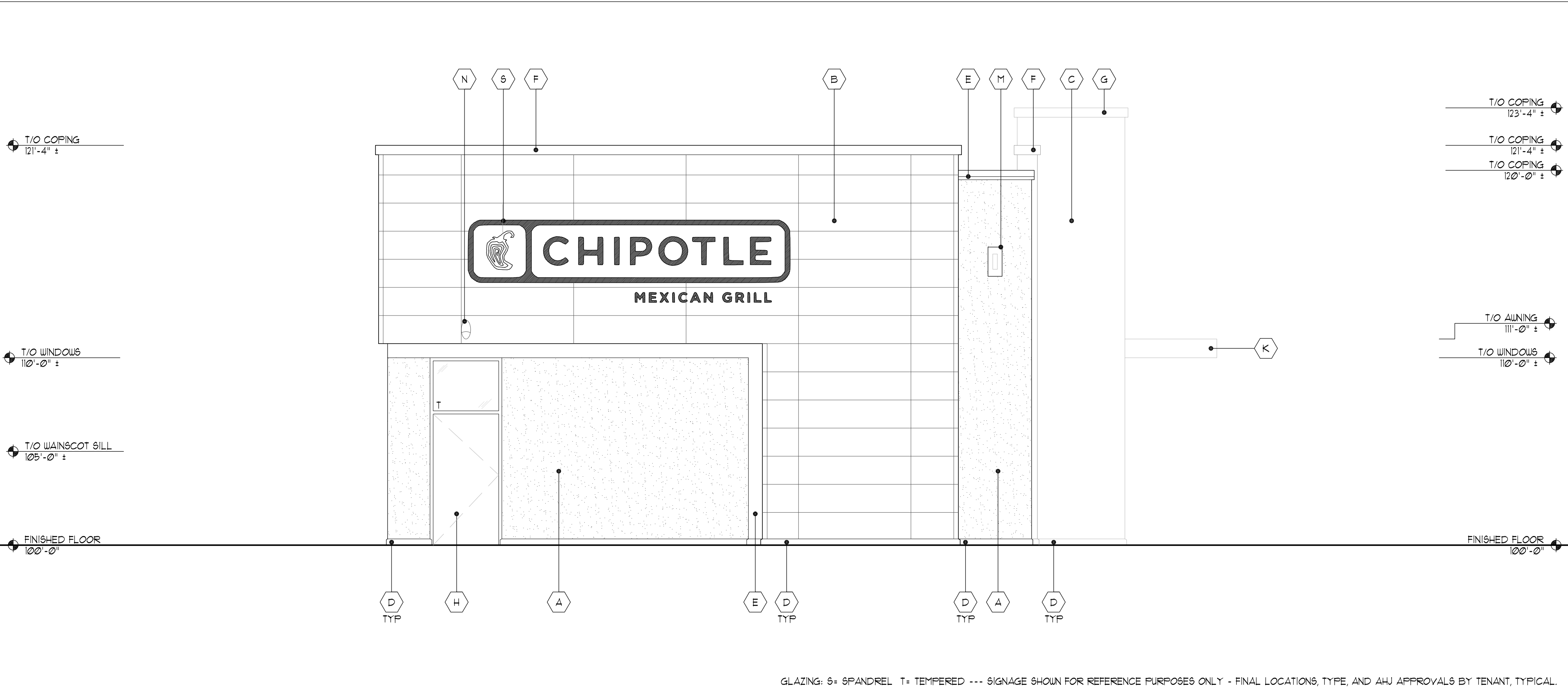


| Exterior Material Schedule |                                                                        |                                                                              |                                                                                                                                                                                                                                    |                                |
|----------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Key                        | Material                                                               | Color / Spec                                                                 | Details / Add'l Info                                                                                                                                                                                                               | Mfg. Info                      |
| A                          | EIFS Finish                                                            | STO Lotusan   or Equal<br>[Color: PG20002-6<br>Knight's Armor                | Install Horizontal Running Bond pattern   Use only factory corner and color matched trim and sealants - R/T Elevations & Details, typical.                                                                                         | STO Lotusan                    |
| B                          | Architectural Block<br>Fiber Cement Panels                             | Architectural Block -<br>Gray                                                | Drainage Type EIFS per mfg.   Install per mfg.   **GC to provide Architect large color sample for final approval **                                                                                                                | Nichia USA, Inc.               |
| C                          | Metal Wall System                                                      | Match Pac-Clad<br>Charcoal Gray                                              | Install Vertical varying widths (8", 4", 6", 8")   Color Matched trim and sealants - R/T Elevations & Details, typical. Submit shop drawings & details to Arch for approval.                                                       | Arch-Fab (see contact below)   |
| D                          | Cast Stone / Precast<br>Concrete                                       | Soft Gray   Smooth<br>Finish                                                 | Caps, bands, sills - refer to sections   Mortar: Gray (SM100)<br>Apply penetrating sealer per mfg.   Submit shop drawings for review and approval.                                                                                 | Custom Cast Stone /<br>Spec Mx |
| E                          | Metal #1                                                               | Match Pac-Clad<br>Charcoal Gray                                              | coping, flashing, etc. - also see sections                                                                                                                                                                                         | Pac-Clad (Petersen)            |
| F                          | Metal #2                                                               | Color: Bone White                                                            | coping, flashing, etc. - also see sections                                                                                                                                                                                         | Pac-Clad (Petersen)            |
| G                          | Metal #3                                                               | Match Pac-Clad<br>Charcoal Gray                                              | coping, flashing, etc. - also see sections                                                                                                                                                                                         | Pac-Clad (Petersen)            |
| H                          | Aluminum Storefront<br>System                                          | Charcoal                                                                     | Full lite doors w/ 1" insulated Low-E clear glazing (u.o.n.) w/ thermally broken frames - R/T elevations for tempered and spandrel locations.                                                                                      | Kawneer or approved<br>equal   |
| J                          | Steel Awning (with<br>welded chamfered<br>corners) & Spruce<br>Louvers | Prime & Epoxy Paint<br>Sherwin Williams 7075<br>Web Gray   Painted<br>Spruce | Galvanized Steel Tube perimeter w/ steel tube standoffs. Finish all with exterior epoxy coating system or equal per Mfg. recommendations   Submit shop drawings for review and approval.<br>Spruce to be painted black (ALL SIDES) | TBD                            |
| K                          | Steel Awning Canopy<br>(with welded<br>chamfered corners)              | Prime & Epoxy Paint<br>Sherwin Williams 7075<br>Web Gray                     | Galvanized Steel Tube perimeter w/ steel tube standoffs. Finish all with exterior epoxy coating system or equal per Mfg. recommendations   Submit shop drawings for review and approval                                            | TBD                            |
| L                          | Recessed Lighting                                                      | Black Finish                                                                 | Recessed LED - Coord. Locations w/ Reflected Ceiling Plan                                                                                                                                                                          | TBD                            |
| M                          | Wall Mounted<br>Lighting                                               | Black Finish                                                                 | Down   CY91 40K MVD W X NCLR-B-RDB   Wall Mount 14"-4" AFF                                                                                                                                                                         | Contech                        |
| N                          | Emergency Egress<br>Lighting                                           | Black Finish                                                                 | TRL-EM-BR-EL   Wall mounted centered over door                                                                                                                                                                                     | Triton LED                     |
| P                          | Gas Meter                                                              | Prefinished                                                                  | GC to coordinate location with local utility & AHJ. Protect with bollards and maintain clear floor requirements   Exterior piping not permitted - Run supply line from meter through wall, up interior wall and overhead to RTU's  | TBD                            |
| Q                          | Electric Service                                                       | Prefinished                                                                  | GC to coordinate location with local utility & AHJ. Protect with bollards and maintain clear floor requirements                                                                                                                    | TBD                            |
| R                          | Rooftop Unit                                                           | Prefinished                                                                  | GC to coordinate location & Details w/ Tenant Drawings                                                                                                                                                                             | TBD                            |
| S                          | Tenant Signage                                                         | TBD by tenant                                                                | Generic signage shown for reference - Tenants are responsible for actual signage design and AHJ approvals, typical. LL GC to coordinate w/ tenant for all sign locations, provide power & blocking as necessary.                   | TBD                            |
| T                          | Overflow Downspout<br>Nozzle                                           | Z199-Prefinished                                                             | Mount 20" AFF                                                                                                                                                                                                                      | TBD                            |
| U                          | Drive-Thru Window                                                      | To Match Storefront                                                          | 275 Series - 47'-1/2" W x 43'-1/2" H with Manual open/Electronic Release (M.O.E.R.) - R/T Tenant Specs                                                                                                                             | Quikserv                       |
| V                          | Drive-Thru Air<br>Curtain                                              | To Match Storefront                                                          | AA300 - 275 Pass-Thru Air Curtain System - R/T Tenant Specs                                                                                                                                                                        | Quikserv                       |
| W                          | Drive-Thru Shelf                                                       | Stainless Steel                                                              | 275 Series - 47'-1/2" W x 10" D - R/T Tenant Specs                                                                                                                                                                                 | Quikserv                       |
| X                          | Open Face<br>Downspout                                                 | Color: Charcoal                                                              | Prefinished Charcoal Gray to match Pac-Clad Charcoal                                                                                                                                                                               | TBD                            |
| Y                          | Roof Access Ladder<br>& Gate                                           | Color: Black                                                                 | Prefinished to match concrete panels   Submit shop drawings for review and approval                                                                                                                                                | TBD                            |

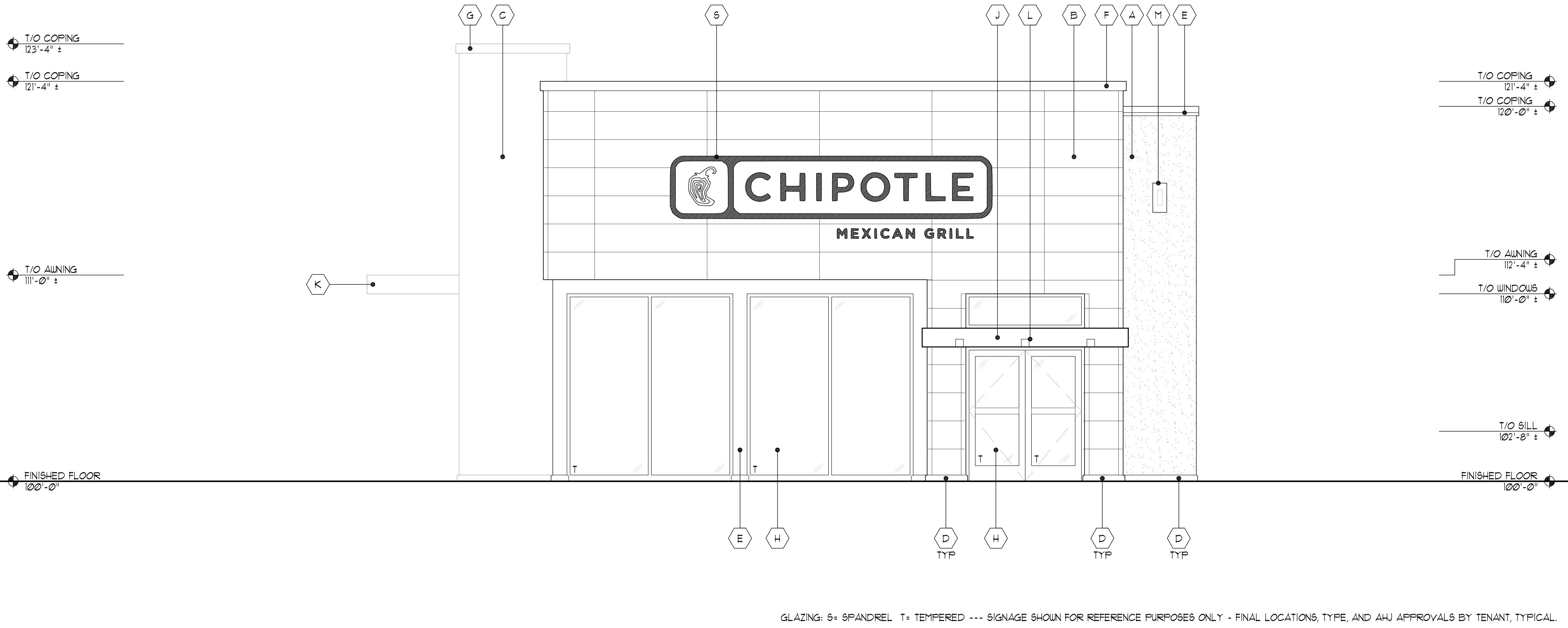
Arch-Fab: Contact(s):  
Marley Fischer, Office: 817.926.7270 Ext 153, Email: Marley.Fischer@arch-fab.com  
Jeff Kenny, Office: 817.926.7270 Ext 109, Email: Jeff.Kenny@arch-fab.com

Notes: Refer to sections and wall types for additional information. GC to install all products per industry standards and manufacturer's recommendations. Design/Build Contractors and GC to coordinate Knox Box, Security Camera, and all other AHJ required items not shown on elevations, typical.

SCHEDULE 3



PROPOSED NORTH ELEVATION  
1/4" = 1'-0" 2



PROPOSED SOUTH ELEVATION  
1/4" = 1'-0" 1



Logic design & architecture, inc.

LogicDA.com | 414.909.0080

Project Manager: WBM

Job Number: 21-034

Additional Info

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Proposed Outlot  
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04.27.21  
REVISED (20%)  
SET FOR TENANT

Drawing Title

PROPOSED  
ELEVATIONS

A2.2

- PRELIMINARY -  
NOT FOR CONSTRUCTION



## Report to the Green Bay Plan Commission

### MEETING DATE

June 29, 2021

### PREPARED BY

Madison Smith

### AGENDA ITEM # Q.8

To approve the closure of an unimproved right-of-way of Cass Street to S. Adams Street to limit vehicular traffic, subject to the Department of Public Works conditions:

A Hold Harmless Agreement shall be prepared, executed by City and adjacent owner to the north and recorded with the Brown County Register of Deeds which shall include but not limited to the following as to the area Closed to Vehicular Traffic: Purpose of use; Who may use; Who shall pay costs for construction; Who shall pay costs terminated; etc. (06/21/21)

### BACKGROUND

**Primary Address:** Cass Street to S. Adams Street

**Aldersperson / District:** Ald. Bill Galvin / District 4

**Reason for request:** To close the right-of-way for private drive from River front to S. Adams Street. Fox River Trail for pedestrian use is not affected.

**Surrounding parcels:**

SUBJECT: Right-of-Way - Vacant

NORTH: Light Industry (LI) - Commercial/Vacant

SOUTH: Light Industry (LI) - Commercial/Vacant

EAST: Conservancy/Public Property/Institutional/Low Density Residential (CON, PI, RI) Conservancy - Residential

WEST: Fox River

**Comprehensive Plan:** The 2022 Smart Growth Green Bay Comprehensive Plan recommends Parks and Light Industry for the surrounding area of the portion of Cass Street closure.

**Report:** Cass Street is a partially unimproved street that intersects with the Fox River Trail and S. Adams Street. Cass Street leads to the Fox River. Unlike a Street Vacation, Street Closures are used for limited access towards abutting waterfront right-of-way. This application was submitted and filed by the City of Green Bay in conjunction with adjacent property owners bounding the right-of-way or easement sought to be closed. All requests for vacation, abandonment and closure of rights-of-way, easements, or city property shall be made in writing upon an application form furnished by the Department of Public Works.

The Department of Public Works is in support of this closure if the easement is maintained and noted. The Parks Department is in support of this closure in the proceeds in which the Fox Trail is not impacted for pedestrian and cyclists, as well as no change implicated on the southern parcel. The northern parcel has supplied a site plan for the development and plans to include adequate parking for the needs. This Street Closure will limit vehicular access and not impact pedestrians. The City's traffic engineer is in support as long as the street closure only limits vehicular.

Closures differ from Vacations in that it removes public claim from a roadway and is run through State Statue 66.1003. Closures are considered a discontinuance, as a closure does not remove public claim, only limits access. This is stated in State Statute 62.23(6). The City only closes, never vacates a R-O-W that leads to the water.

Closures have a Class 2 notice requirement (per 12.02, 12.03, and 62.23(6)), the public hearing is at City Council and not Plan Commission. However, a Street Closure is first brought to Plan Commission. An ordinance and lis pendens are required.

Ald. Bill Galvin, adjacent property owners and reviewing agencies have been notified of this request.

## **RECOMMENDATION**

Approval of the request subject to the Department of Public Works conditions.

## **FISCAL IMPACT**

## **ATTACHMENTS**

1. SC 21-01 Color Map
2. SC 21-01 DPW Closing Comments
3. SC 21-01 Draft Site Layout Option
4. SC 21-01 Agency Memo Form
5. SC 21-01 BW Map
6. DESCRIPTION OF A PORTION OF CASS STREET TO BE CLOSED
7. SC 21-01 Street View Exhibit





Brown County



**Street Closure (SC 21-01)**  
**ROW to Fox River**  
**Portion of CASS ST to S ADAMS ST**



Closure Area

230 115 0 230 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 MS, DCED.



## STREET CLOSURE REQUEST

**DATE:** May 4, 2021

**FROM:** Green Bay Plan Department  
Room 608, City Hall  
100 N. Jefferson Street  
Green Bay, WI 54301  
**Attn: Madison Smith**

**TO:** ☒ Department of Public Works, Steven Grenier, Tom Giese  
☐ Wisconsin Public Service, Real Estate Department  
☐ AT&T, Karen Wells  
☐ Green Bay Water Utility, Nancy Quirk  
☐ Green Bay Fire Department, David Litton  
☐ Green Bay Police Department, Andrew Smith  
☐ Green Bay Traffic Engineer, Dave Hansen  
☐ Time Warner Cable, Jason Orr  
☐ Green Bay Parks, Recreation & Forestry, Dan Ditscheit  
☐ Chief Operating Officer, Pete Ross  
☐ American Transmission Company, Matthew Ernst  
☐ Mobilitie: Brentt Michalek  
☐ NEW Water, Nathan Qualls  
☐ Charter, Vincent Albin

Please be advised that the following street vacation request has been made. Please return this comment form (without map) on or before **Monday, May 24, 2020**. Comments may be submitted by email to [madisonsm@greenbaywi.gov](mailto:madisonsm@greenbaywi.gov). If you have questions, call our department at (920) 448-3407.

**Closure Description:** Closure of Cass Street (Fox River to S Adams Portion)

**Petitioner(s):** City of Green Bay

Tentative Plan Commission Review: **Monday, May 24, 2021**, Room 604 of City Hall virtually at **6:00 p.m.**

### AGENCY COMMENTS

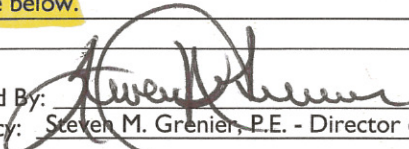
Please indicate if you have facilities within the subject area. Failure to indicate if any facilities are present will be assumed that you have none. If yes, please provide an exhibit indicating location and type of facilities present.

☒ Yes we have facilities present in subject street  
☐ No we do not have facilities present in subject street

To the above-mentioned street closure request, we:

☐ Have no objection.  
☒ Have no objection, provided:  
Wish to object because:

\* See below.

Signed By:   
Agency: Steven M. Grenier, P.E. - Director of Public Works

Date: 05/20/21

cc: **Ald. Bill Galvin, District 4** File No. **SC 21-01**  
Neighborhood Association: **One Astor**

PLEASE NOTE: If comments are not received from your agency before the Plan Commission review date, it is assumed your agency approves the request without comment.

\* A Hold Harmless Agreement shall be prepared, executed by City and adjacent owner to the north and recorded with the Brown County

Register of Deeds which shall include but not limited to the following as to the area Closed to Vehicular Traffic:

Purpose of use; Who may use; Who shall pay costs for construction; Who shall pay costs when terminated; etc.



## STREET CLOSURE REQUEST

**DATE:** May 4, 2021

**FROM:** Green Bay Plan Department  
Room 608, City Hall  
100 N. Jefferson Street  
Green Bay, WI 54301  
**Attn: Madison Smith**

**TO:** \_\_\_\_\_ Department of Public Works, Steven Grenier, Tom Giese  
\_\_\_\_\_ Wisconsin Public Service, Real Estate Department  
\_\_\_\_\_ AT&T, Karen Wells  
\_\_\_\_\_ Green Bay Water Utility, Nancy Quirk  
\_\_\_\_\_ Green Bay Fire Department, David Litton  
\_\_\_\_\_ Green Bay Police Department, Andrew Smith  
\_\_\_\_\_ Green Bay Traffic Engineer, Dave Hansen  
\_\_\_\_\_ Time Warner Cable, Jason Orr  
\_\_\_\_\_ Green Bay Parks, Recreation & Forestry, Dan Ditscheit  
\_\_\_\_\_ Chief Operating Officer, Pete Ross  
\_\_\_\_\_ American Transmission Company, Matthew Ernst  
\_\_\_\_\_ Mobilitie: Brentt Michalek  
\_\_\_\_\_ NEW Water, Nathan Qualls  
\_\_\_\_\_ Charter, Vincent Albin

Please be advised that the following street vacation request has been made. Please return this comment form (without map) on or before **Monday, May 24, 2020**. Comments may be submitted by email to [madisonsm@greenbaywi.gov](mailto:madisonsm@greenbaywi.gov). If you have questions, call our department at (920) 448-3407.

**Closure Description:** Closure of Cass Street (Fox River to S Adams Portion)

**Petitioner(s):** City of Green Bay

Tentative Plan Commission Review: **Monday, May 24, 2021**, Room 604 of City Hall virtually at **6:00 p.m.**

### AGENCY COMMENTS

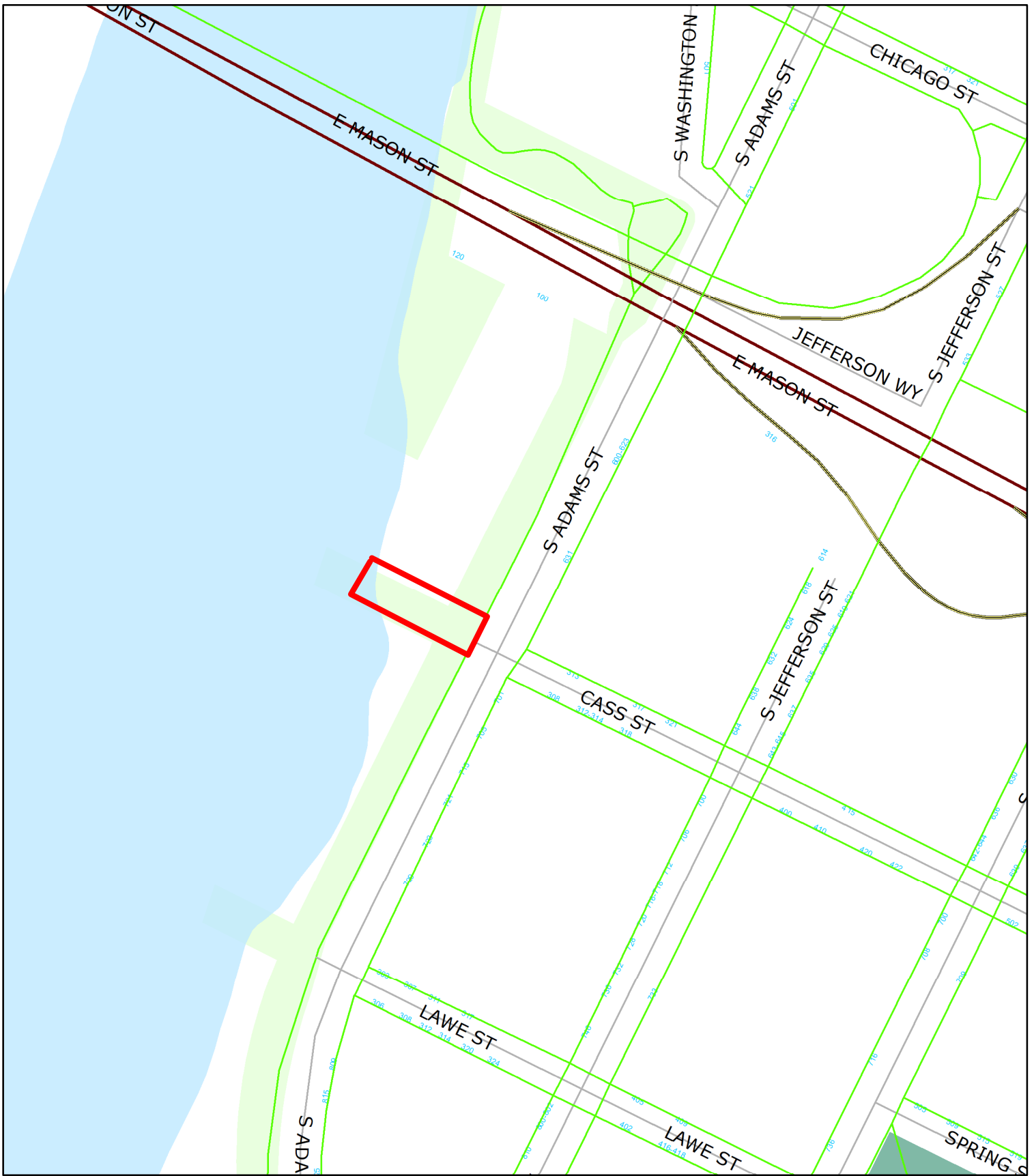
Please indicate if you have facilities within the subject area. Failure to indicate if any facilities are present will be assumed that you have none. If yes, please provide an exhibit indicating location and type of facilities present.

\_\_\_\_\_ Yes we have facilities present in subject street  
\_\_\_\_\_ No we do not have facilities present in subject street  
To the above-mentioned street closure request, we:  
\_\_\_\_\_ Have no objection.  
\_\_\_\_\_ Have no objection, provided:  
\_\_\_\_\_ Wish to object because:

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency: \_\_\_\_\_

cc: **Ald. Bill Galvin, District 4** File No. **SC 21-01**  
Neighborhood Association: **One Astor**

PLEASE NOTE: If comments are not received from your agency before the Plan Commission review date, it is assumed your agency approves the request without comment.



**Street Closure (SC 21-01)**  
**ROW to Fox River**  
**Portion of CASS ST to S ADAMS ST**

 Closure Area

230 115 0 230 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 MS, DCED.



DESCRIPTION OF A PORTION OF CASS STREET  
TO BE CLOSED TO VEHICULAR TRAFFIC

That part of the Cass Street rights-of-way Dedicated to the Public lying Southerly of Block 6 and Northerly of Block 7, according to the recorded Plat of Astor, City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the Southeast corner of Lot 2, Brown County Certified Survey Map Number 2379, as recorded in Volume 11 of Certified Survey Maps, Page 99 as Document Number 976872, (said Certified Survey Map being part of Lots 1, 2, 3, 4, 5 and all of Lots 6, 7, and 8, Block 6, according to the recorded Plat of Astor);

thence N63°-42'-15"W, 265.28 feet, along the South line of Lots 1 and 2, said Certified Survey Map Number 2379, to the Combined Pierhead and Bulkhead Line along the East bank of the Fox River;

thence S18°-19'-15"W, 60.59 feet, along said Combined Pierhead and Bulkhead Line, to the North Line of Lot 1, Block 7, according to the recorded Plat of Astor;

thence S63°-42'-15"E, 256.78 feet, along the North line of said Lot 1, Block 7, according to the recorded Plat of Astor, to the Northeast corner of said Lot 1, Block 7;

thence N26°-23'-12"E, 60.00 feet, to the point of beginning.

Adjacent Tax Parcels Affected

Owner Name and Mailing Address

15-168

Green Bay Redevelopment Authority  
100 N. Jefferson Street  
Green Bay, WI 54301-5006

15-168-A

Miller Land Investments, LLC  
1618 Hidden Falls Court  
De Pere, WI 54115

15-168-B

Brogan Family Trust, ETAL  
c/o Fiduciary Partners; Brogan Family Trust  
3913 W. Prospect Avenue #201  
Appleton WI 54914-8797







## Report to the Green Bay Plan Commission

### MEETING DATE

June 29, 2021

### PREPARED BY

David Buck, Staff

### AGENDA ITEM # Q.9

To amend Municipal Code Chapter 44-554: Table 44-2, Lot Dimension & Building Bulk Requirement Associated with Minimum Building Widths from 25 ft. to 22 ft. (Public Hearing and Meeting 06/21/21)

### BACKGROUND

**Reason for Request:** To permit residential buildings to be constructed with a minimum width on any side to be 22 ft., which is consistent with the Redevelopment Authorities New Home Construction Guide.

**Report:** In 2018, the City of Green Bay Redevelopment Authority commissioned seven single-family housing design plans to support and supplement the New Homes In Your Neighborhood (NYIYN) program. The plans were specifically designed to fit on the smaller infill lots that the Redevelopment Authority often has for sale throughout Green Bay's many diverse neighborhoods. Not only are the plans designed to fit narrow lots, they were created to smoothly fit in with Green Bay's existing neighborhood's traditional housing styles and neighborhood context. For these reasons, the designs feature narrow profiles ranging from 29 ft. to 22 ft. in width. A copy of the Redevelopment Authorities New Home Construction Guide is attached within this agenda packet. The design plans are receiving recent interest and several of the narrowest designs have been selected for construction.

When these designs were first created and distributed, the intent was to update the Zoning Ordinance to permit the narrow widths of the homes. Current code, in Zoning Ordinance Chapter 44-554: Table 44-2, requires "The minimum building width on any side shall be at least 25 ft., not including any entryways or other structures that do not run the full length of the building". This regulation makes several of the housing types unable to be built without a Variance and is the impetus for this proposed text amendment as well as reasoning for the recommended 22 ft. width minimum.

The Zoning Ordinance related to this topic will receive a more thorough review in the near future. As you may or may not be aware, Municipal Code, Chapter 36: Subdivisions is currently being reviewed by City staff for a full rewrite (repeal and re-adoption). The Subdivisions Code is a companion code to the Zoning Ordinance and many regulations between the two interrelate and overlap including dimensional regulations for lots. Following the update of the Subdivisions Code, staff will be taking a more comprehensive look at dimensional regulations and those related to housing size (i.e. including "tiny homes" and design standards). Additionally, a recently completed housing study contains recommendations related to diversifying our housing stock and allowing greater flexibility in designs.

At this time, staff is only requesting this text amendment to allow the currently promoted housing designs to be constructed.

### RECOMMENDATION

Approval of the text amendment to reduce minimum residential building widths from 25 ft. to 22 ft.

## FISCAL IMPACT

## ATTACHMENTS

1. NHIYN\_Design Plans\_Ed2
2. DRAFT GO 16-21 - Amend 44-554 Building Width



# CITY OF GREEN BAY NEW HOME CONSTRUCTION



**2ND EDITION**

PRODUCED BY THE CITY OF GREEN BAY, WISCONSIN  
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT  
FOR THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

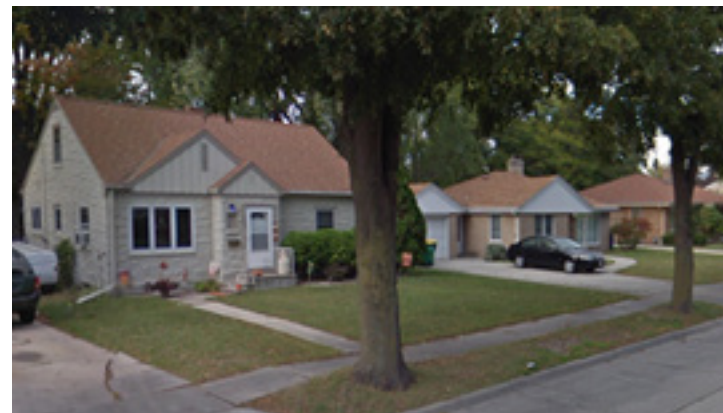


# WELCOME

The Redevelopment Authority of the City of Green Bay would like to WELCOME you to one of our existing neighborhoods. Whether a lifelong resident of Green Bay or relocating from afar, we are here to offer you the opportunity to build the home of your dreams. The Redevelopment Authority offers the following house plans for FREE when utilizing the New Homes in Your Neighborhood program. This program offers FREE lots and GRANT money for the construction of new, single-family, owner-occupied housing.

These plans have been strategically designed to fit on the various infill lots that the Redevelopment Authority has to offer throughout Green Bay's many neighborhoods. Although physically fitting a newly constructed house on a narrower infill lot can pose a challenge, finding an appropriate design that will fit with the character of the existing neighborhood can be a challenge all in itself. These plans have been created by carefully studying Green Bay's existing neighborhoods and incorporate modern amenities with traditional style. No matter the neighborhood, there is a plan for you!

If none of these plans meet your needs, no worries. The New Homes in Your Neighborhood program allows you to submit your own plan for approval. Having cohesive architecture is important, so take a drive and familiarize yourself with our beautiful neighborhoods. Here are some photos for inspiration as you work toward designing your dream home.





# HOUSING AND NEIGHBORHOOD PATTERNS

Typically, the age of a neighborhood will influence how that neighborhood looks. Older neighborhoods have narrower lots and buildings that are closer the street. This is characteristic of the neighborhoods closer to the downtown of a community. However, as policies and styles change over time, newer neighborhoods will tend to incorporate different architectural techniques and lot dimensions. It is important to recognize the type of neighborhood where you plan to build and choose a plan accordingly. The plans in this edition have a place in almost all of Green Bay.

## HOUSING ELEMENTS

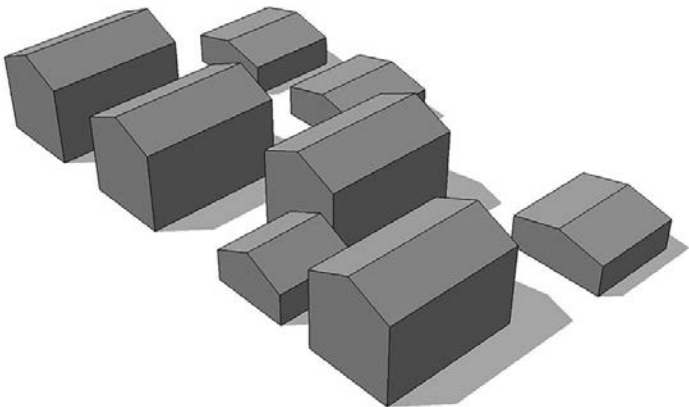
Most of the designs in this book include the same number of bedrooms and other features, however, the floor plans vary depending on the neighborhood context. It is important to observe the characteristics of the neighborhood. Some neighborhoods have blocks of houses with front porches or a certain roof line. Some neighborhoods may only have one-story houses. Finding the appropriate elements to include on your new home is important. The plans in this book complement the looks of older, traditional neighborhoods while meeting the needs of modern preferences. Each plan includes a full basement with egress windows to provide the option of future expansion, whether that is a finished family room or an additional bedroom.

## NEIGHBORHOOD PATTERNS

Neighborhood character is an important aspect of this book. The design of the home is just the first step. Home facades and front yards contribute to the aesthetics of the public realm, and those should complement the pattern of the existing neighborhood. A relationship with the street and neighboring buildings should be considered. This can be achieved in new construction through consistent setbacks and door, porch, and garage placements.

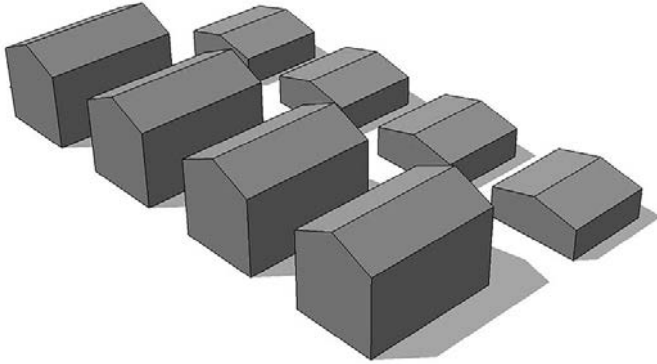
There is a map included on each plan in this book that serves as a guide to which neighborhoods are recommended for each design.

### AVOID

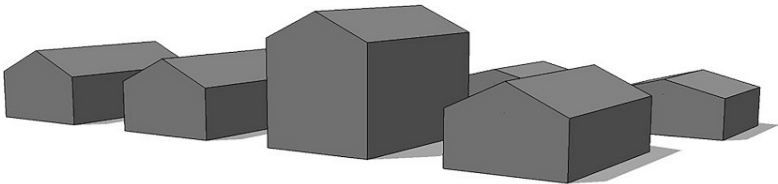


POOR GARAGE PLACEMENT

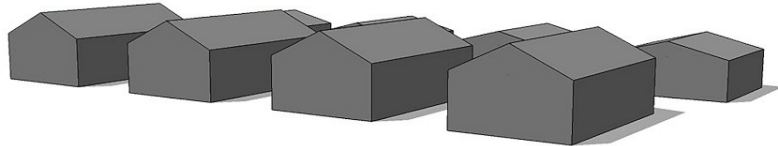
### CHOOSE



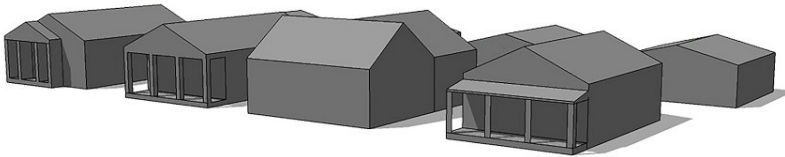
CONSISTENT GARAGE PLACEMENT



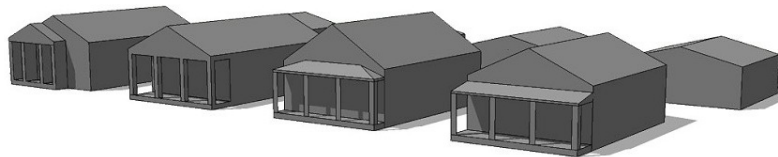
JUMP IN BUILDING HEIGHT



CONSISTENT HEIGHT

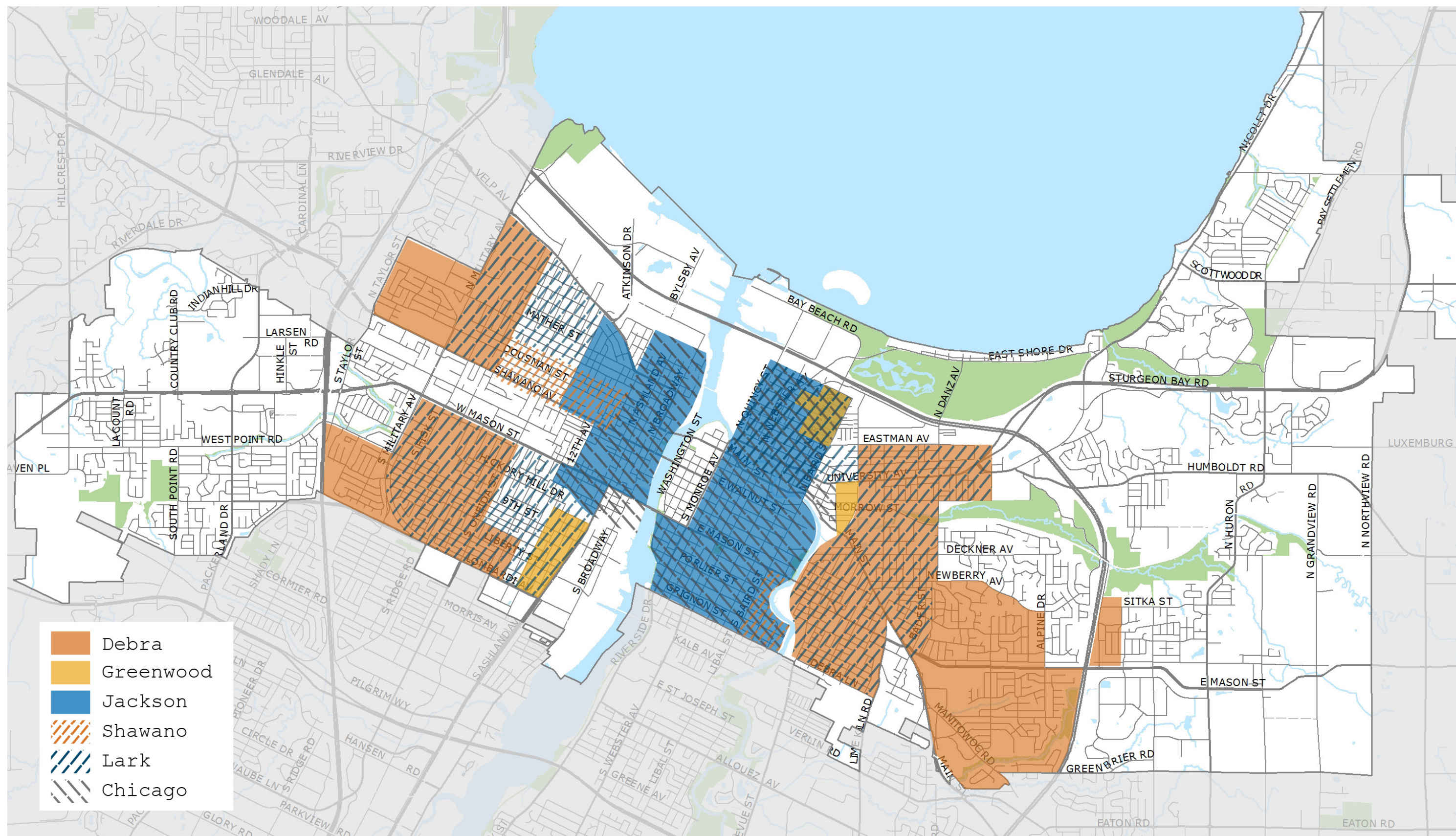


INCONSISTENT ENTRIES



COMPLEMENTING ENTRIES



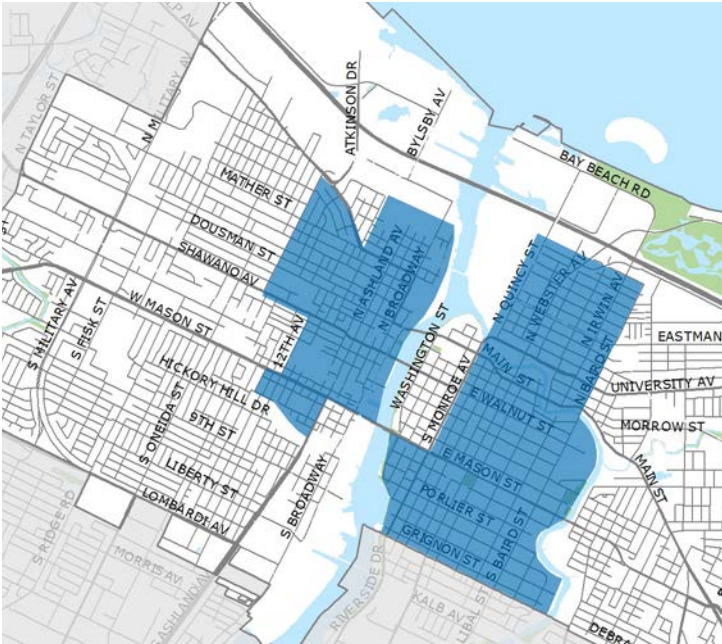




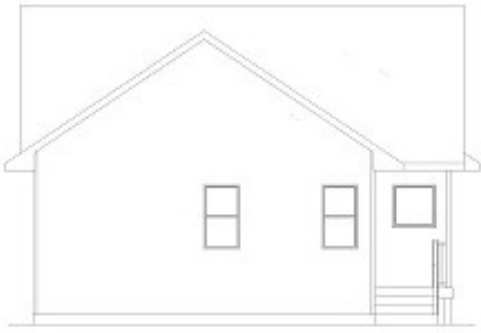
# JACKSON

ONE (1) STORY  
THREE (3) BEDROOMS  
SQUARE FOOTAGE: 1,340 SF

This charming one-story home fits right into the older neighborhoods close to Downtown. With options for the floor plan, this house is a nice choice for many style preferences.



RIGHT ELEVATION

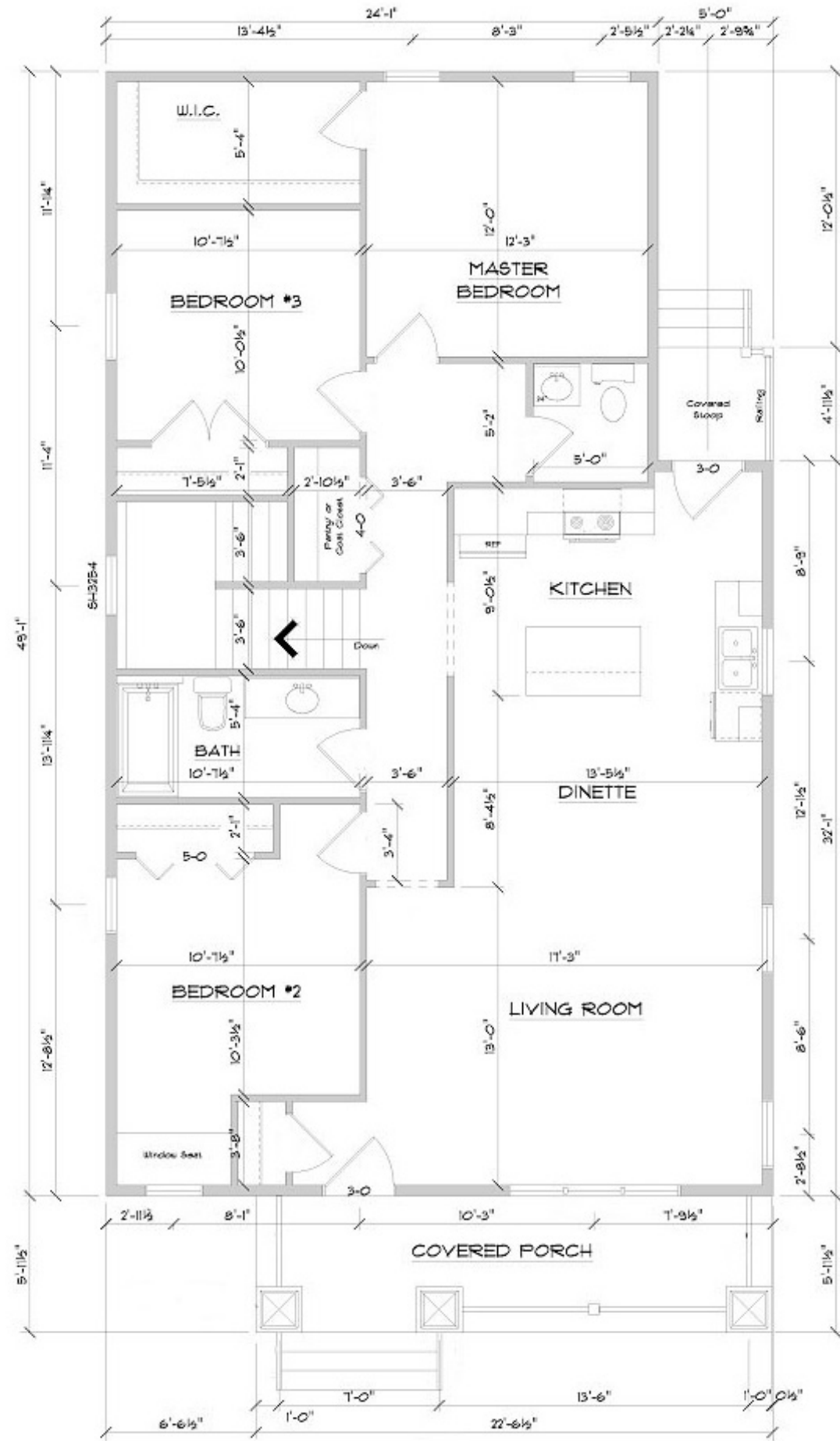


REAR ELEVATION

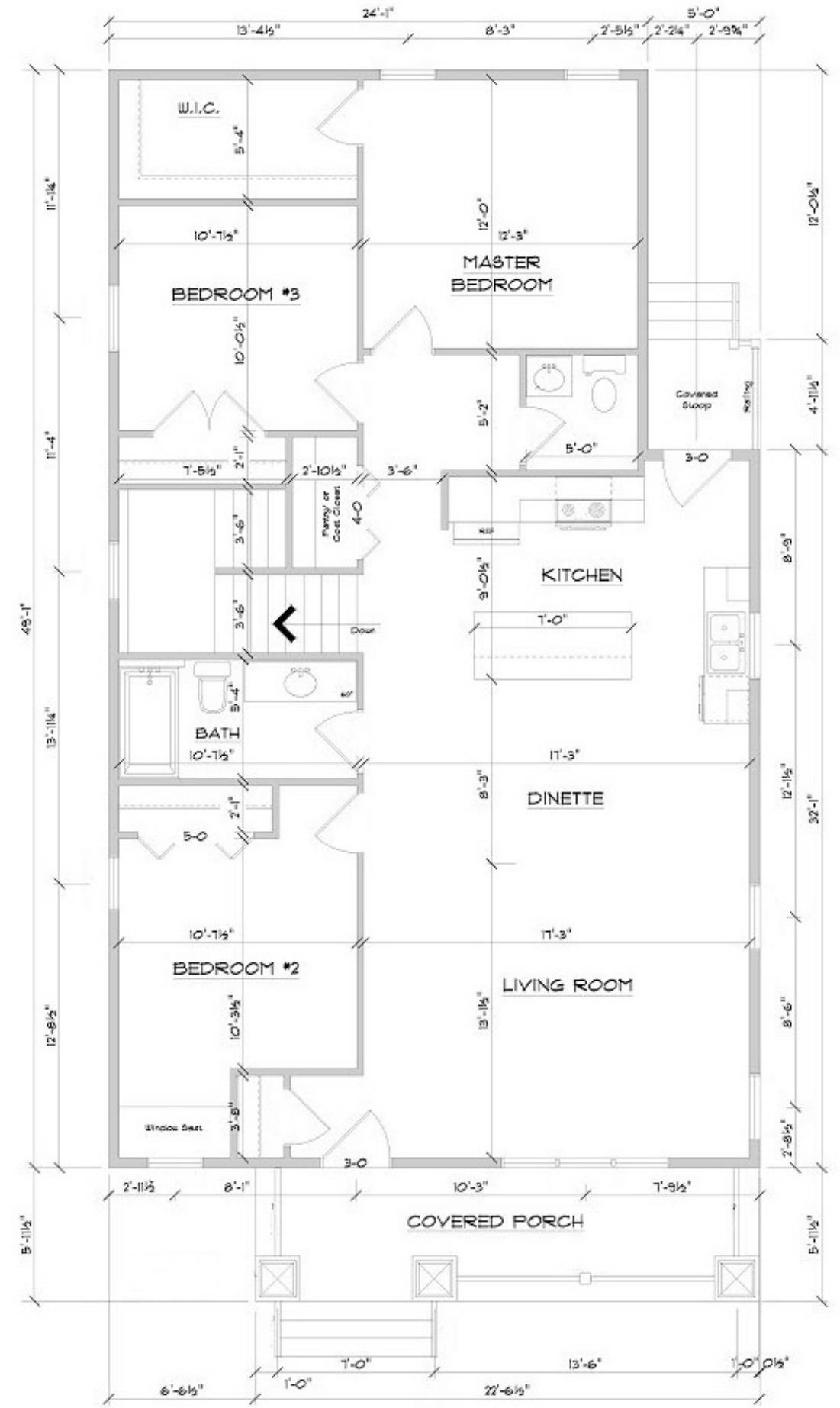


LEFT ELEVATION

## OPTION 1



## OPTION 2





# SHAWANO

TWO (2) STORIES

THREE (3) BEDROOMS

SQUARE FOOTAGE: 1,203 SF

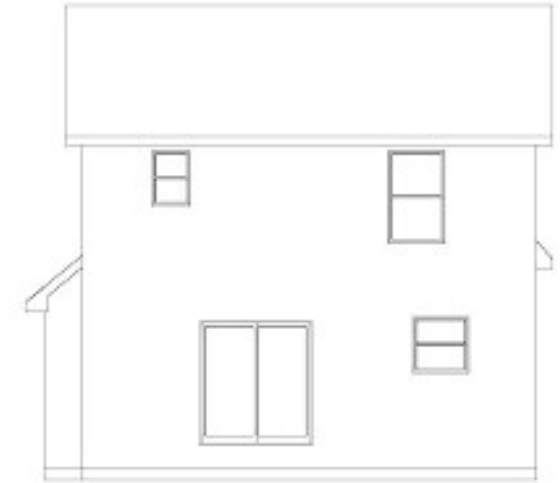
FIRST FL00R: 623 SF

SECOND FLOOR: 580 SF

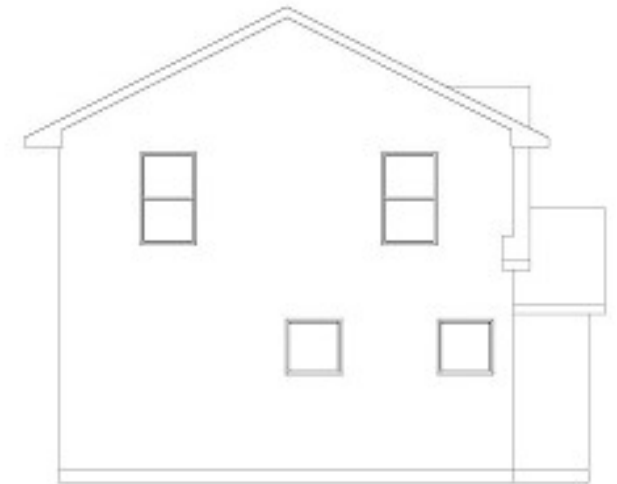
The Shawano house is reminiscent of the houses built in the neighborhoods along Shawano Avenue in the 1940s. It is an attractive, comfortable home that will fulfill many families' needs.



### RIGHT ELEVATION



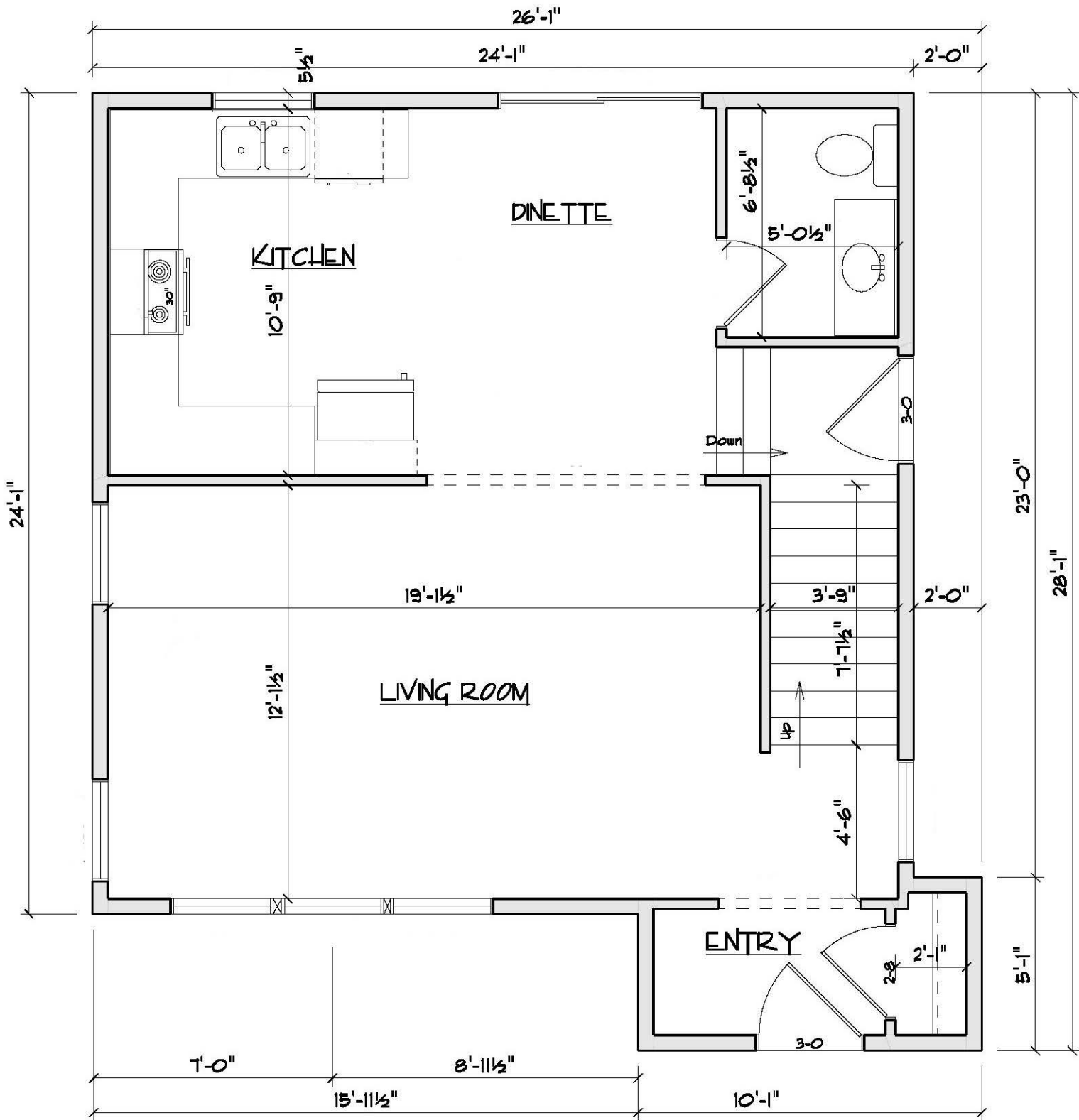
REAR ELEVATION



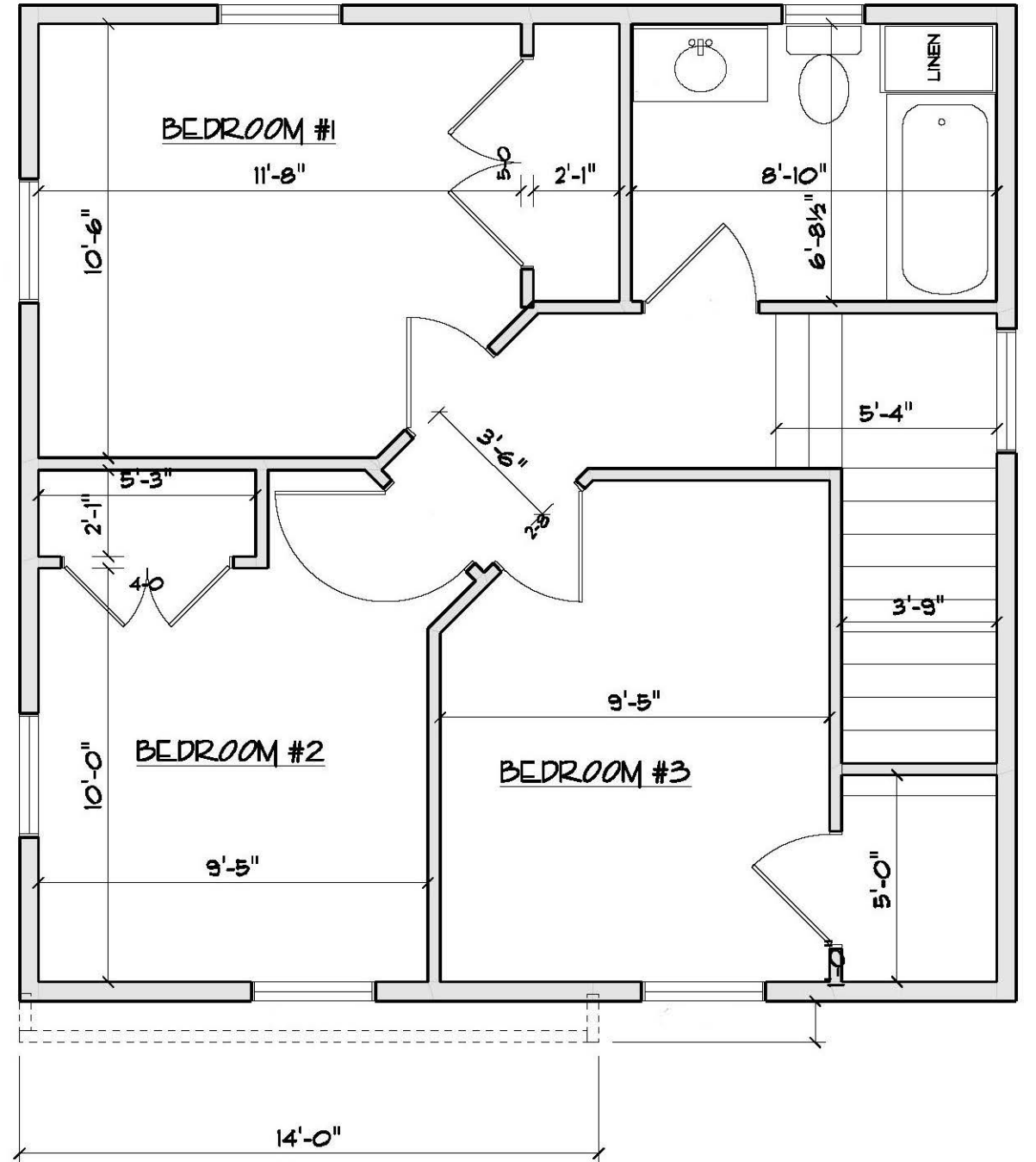
LEFT ELEVATION



# FIRST FLOOR



## SECOND FLOOR



# CHICAGO

TWO (2) STORIES

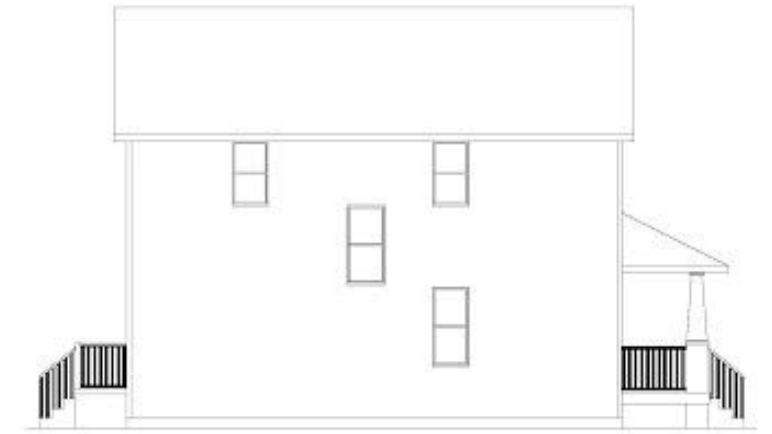
THREE (3) BEDROOMS

SQUARE FOOTAGE: 1,504 SF

FIRST FL00R: 752 SF

SECOND FLOOR: 752 SF

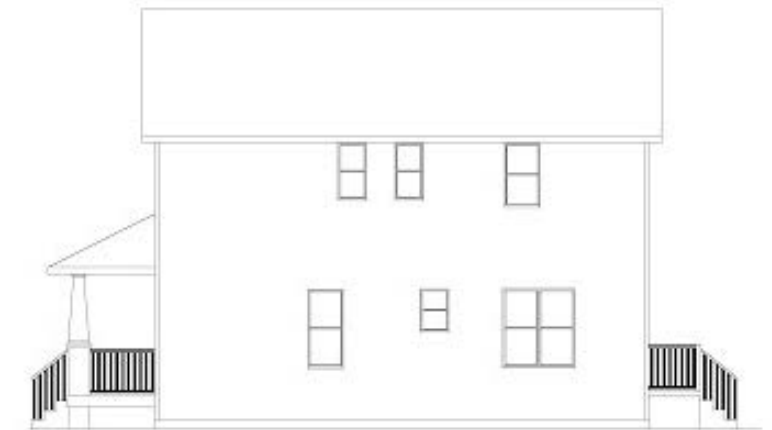
This traditional home has three covered front porch, roof, window, and trim options for a Queen Anne, Craftsman, and Classical Revival style of your choice.



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

[illegible]

This floor plan shows a 3-bedroom house with a central hallway. The layout includes:

- Bedroom #2:** Located at the top left, measuring 10'-5 1/2" wide by 10'-0" deep.
- Bedroom #3:** Located at the top right, measuring 10'-5" wide by 10'-0" deep.
- Master Bedroom:** Located at the bottom left, measuring 16'-2 1/2" wide by 13'-3" deep. It includes a walk-in closet (W.I.C.) measuring 9'-1" by 4'-8" and a 2-6 PNT DR (Pantry Door).
- Bath:** Located in the center-right, measuring 5'-0" wide by 7'-7 1/2" deep. It includes a linen closet (Linen) and a 1'-0" wide door.
- Hallway:** A central hallway connects the bedrooms and bathroom. It features a "Down 2' Threads" staircase and a linen closet (Linen) measuring 3'-4" by 3'-4".
- Dimensions:** The overall width of the house is 22'-1" and the depth is 34'-0 1/2".



# CHICAGO CORNER LOT

TWO (2) STORIES

THREE (3) BEDROOMS

SQUARE FOOTAGE: 1,532 SF

FIRST FL00R: 766 SF

SECOND FLOOR: 766 SF

This Chicago design with bay windows and a wrap-around porch adds appeal to a corner lot house from both streets. The window, porch, and trim details are interchangeable, just as the other Chicago design.



RIGHT ELEVATION



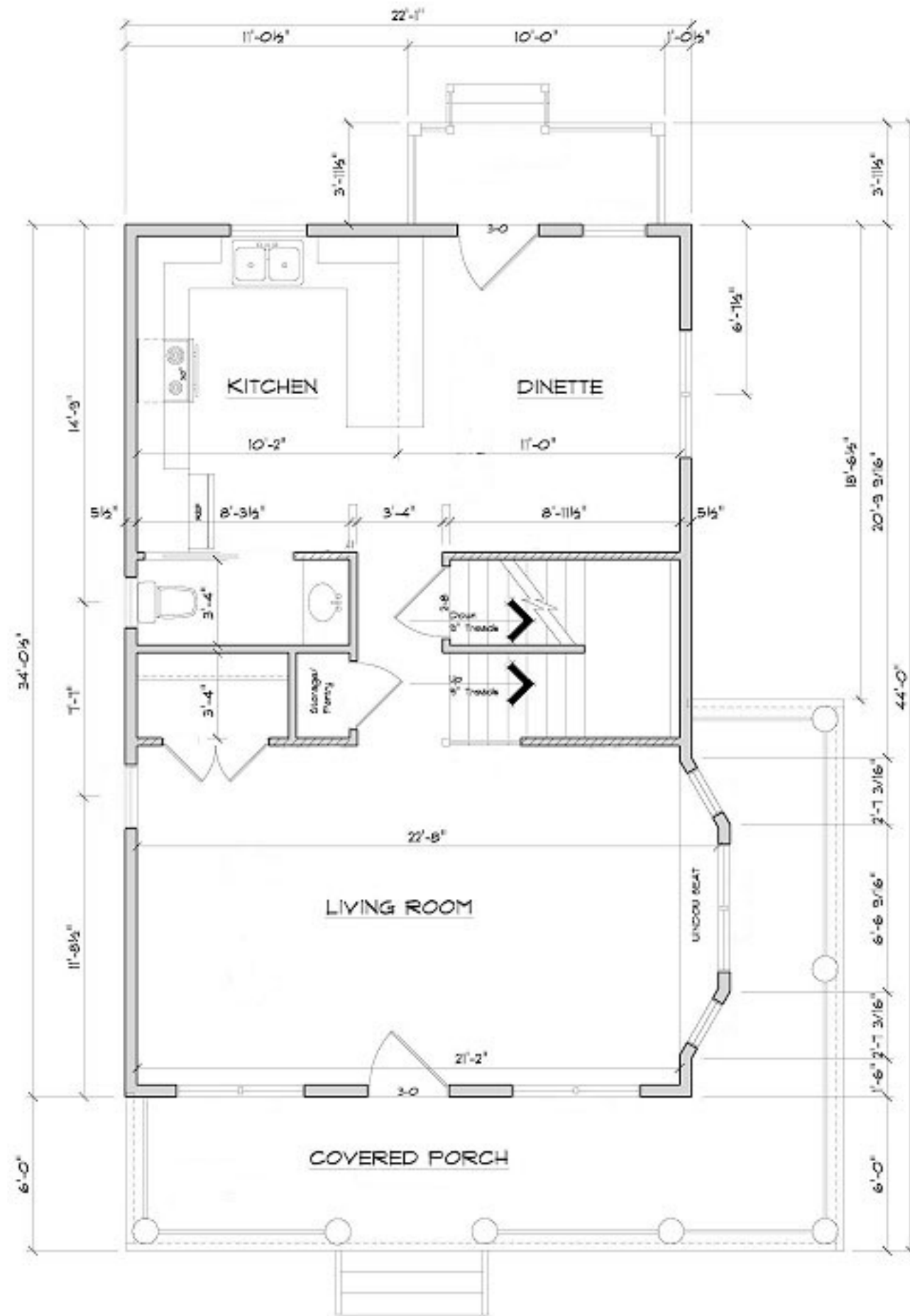
REAR ELEVATION



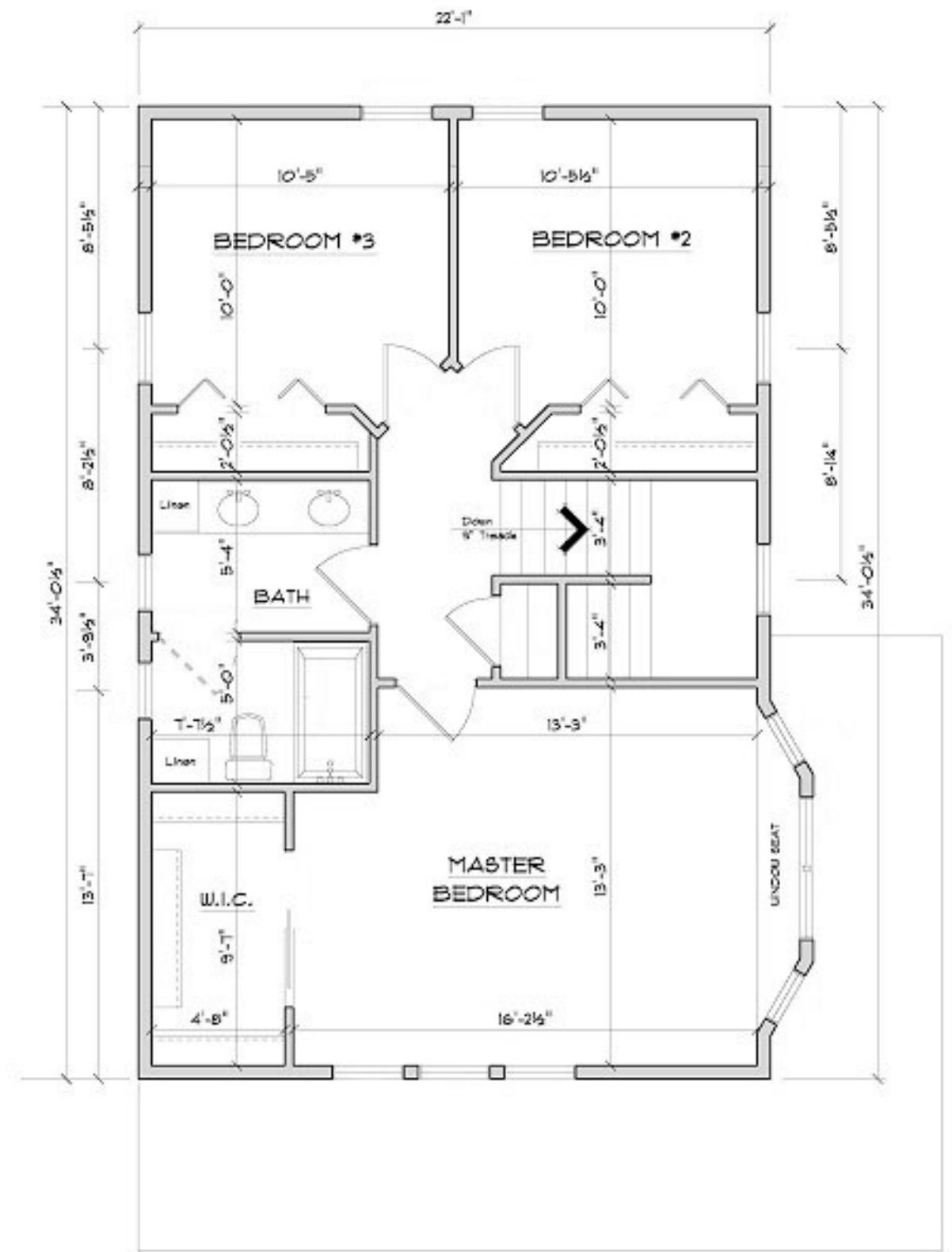
LEFT ELEVATION



# FIRST FLOOR



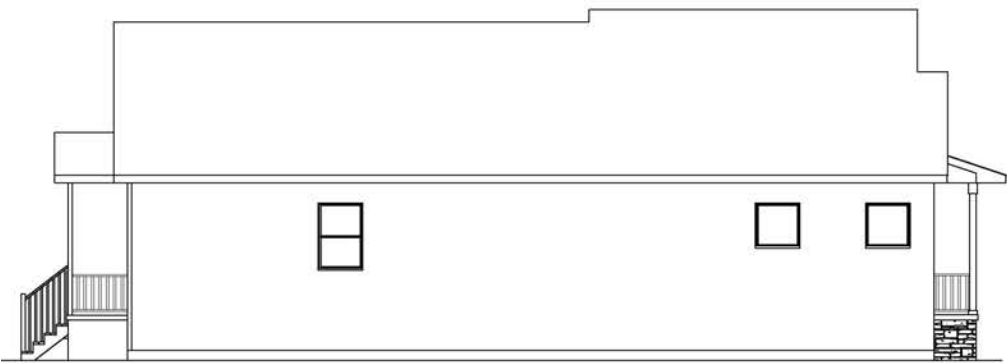
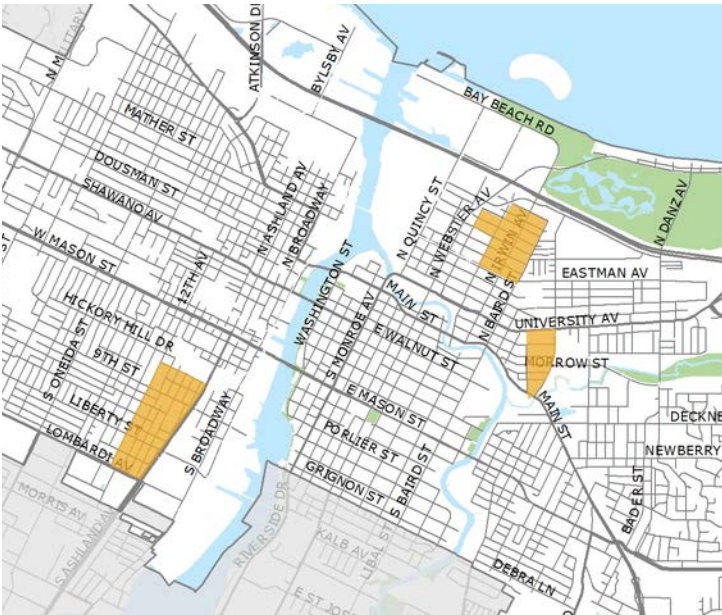
# SECOND FLOOR



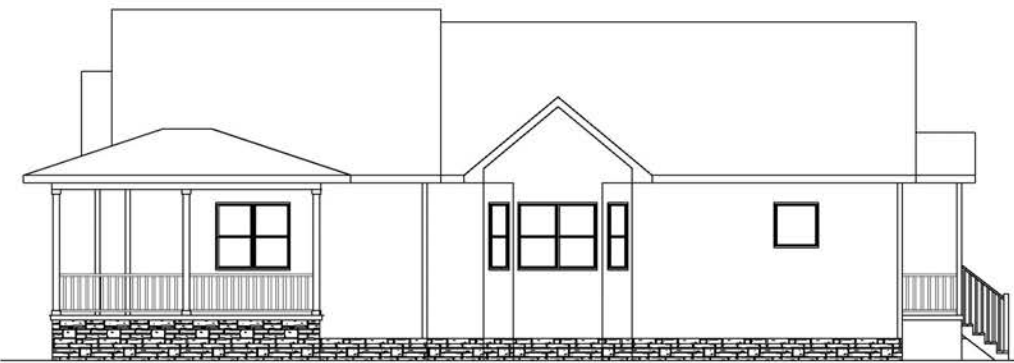
# GREENWOOD

ONE (1) STORY  
TWO (2) BEDROOMS  
SQUARE FOOTAGE: 1,234 SF

This modest home is designed for narrow lots in the City, and it has a wrap-around porch to add curb appeal if on a corner lot.



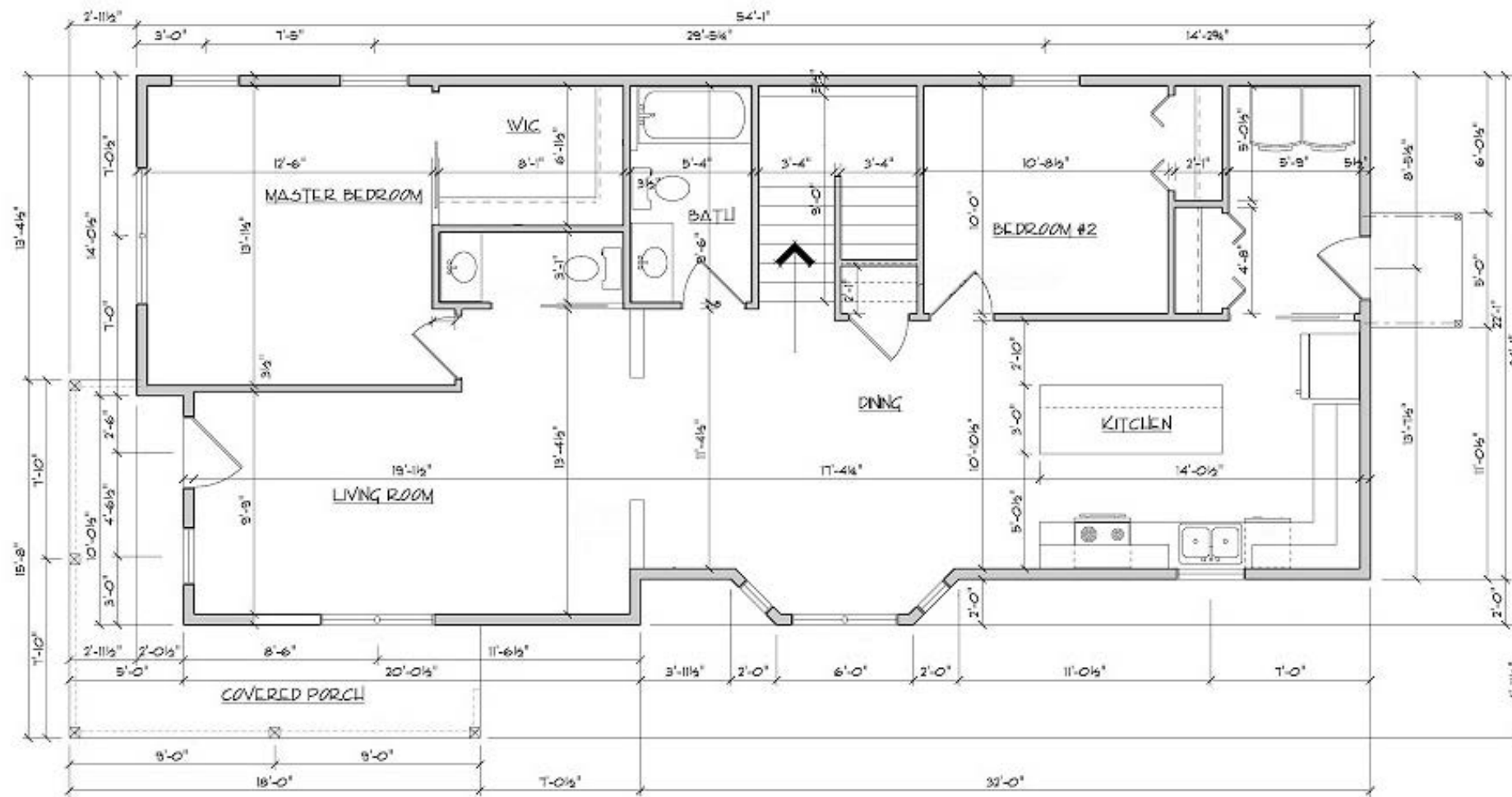
LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

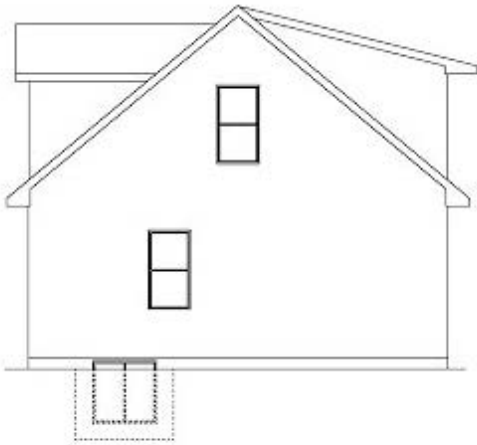
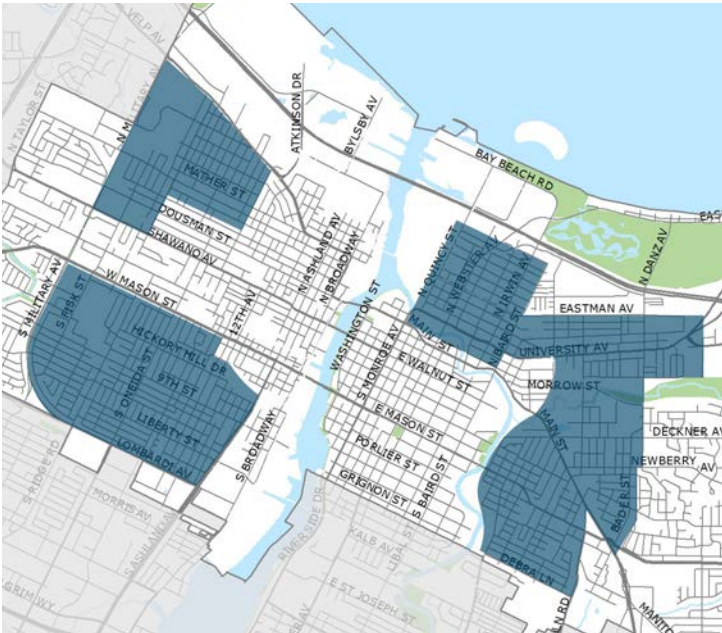




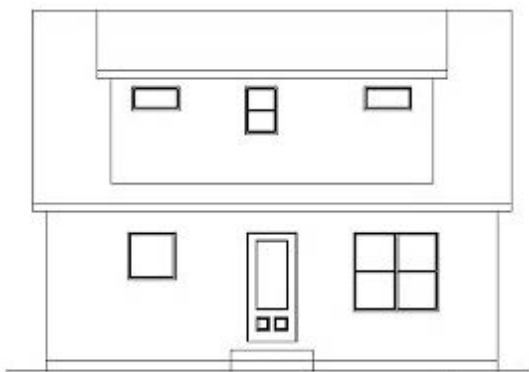
# LARK

TWO (2) STORIES  
THREE (3) BEDROOMS  
SQUARE FOOTAGE:1,274 SF  
FIRST FLOOR: 733 SF  
SECOND FLOOR: 541 SF

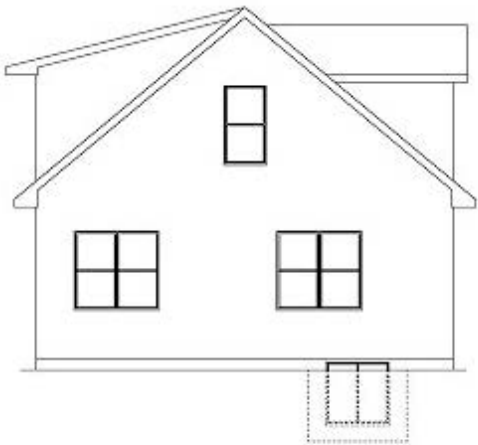
Lark is a quaint home, familiar to many established Green Bay neighborhoods. This design complements the character of those neighborhood blocks.



RIGHT ELEVATION



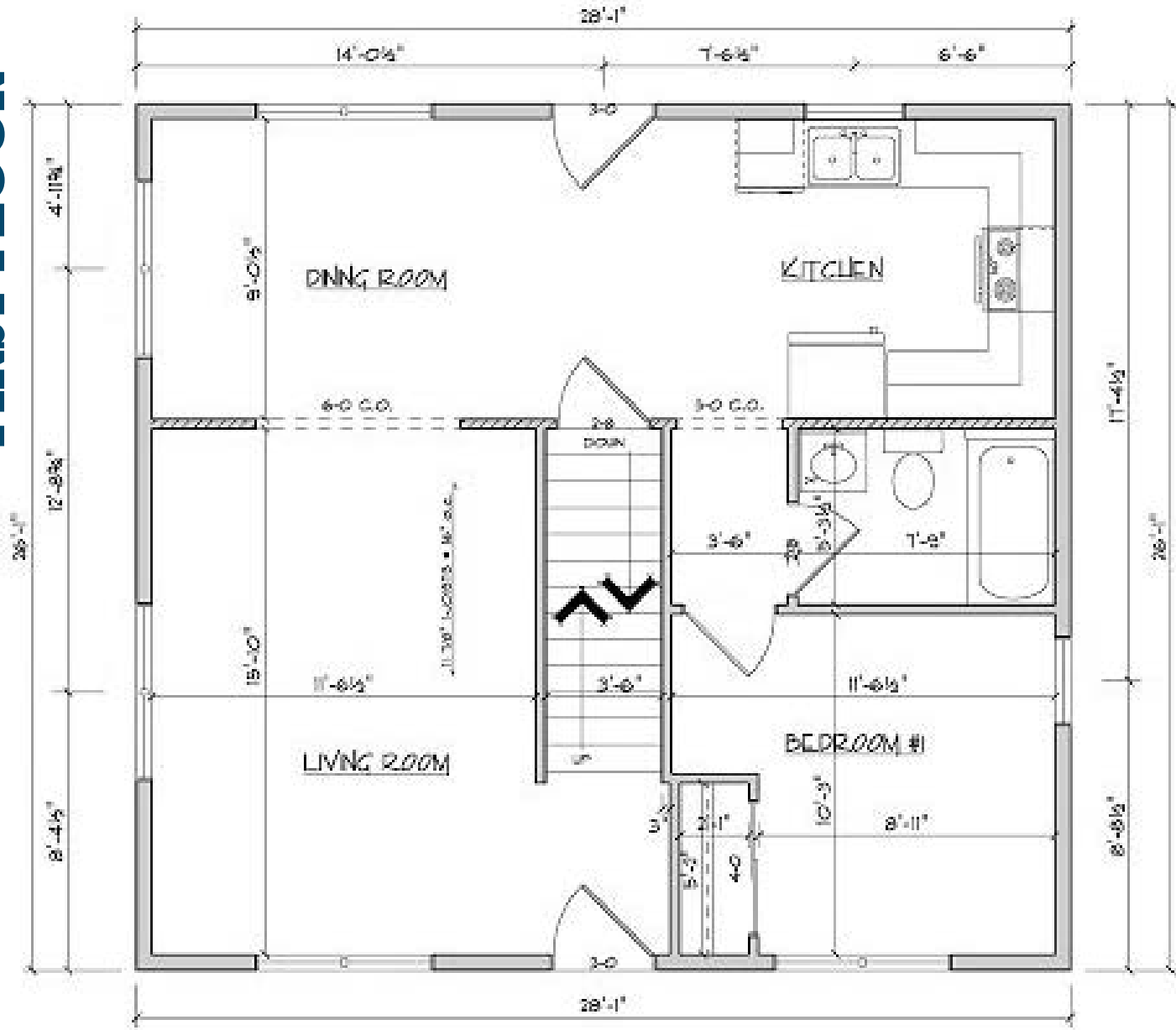
REAR ELEVATION



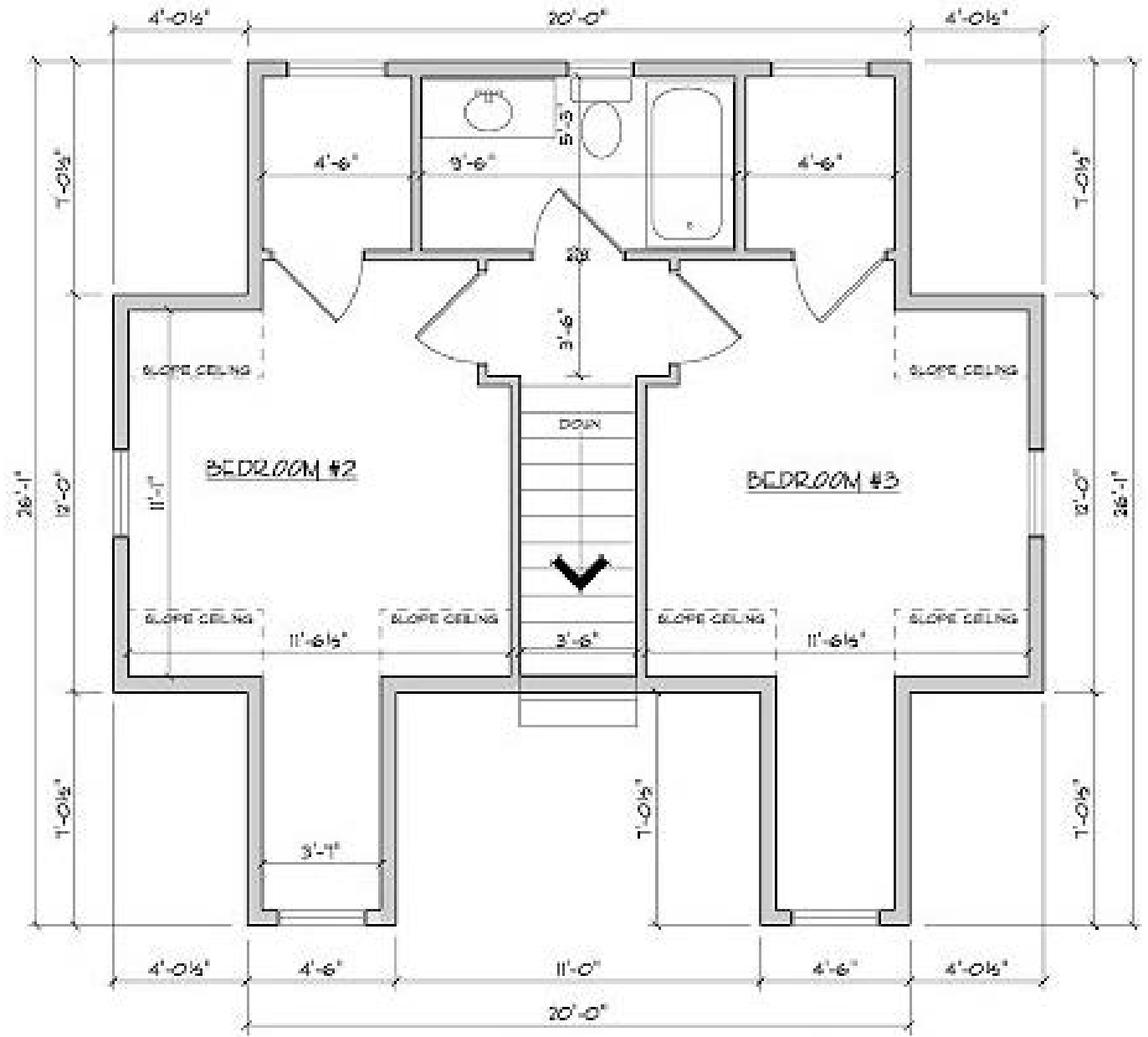
LEFT ELEVATION



# FIRST FLOOR



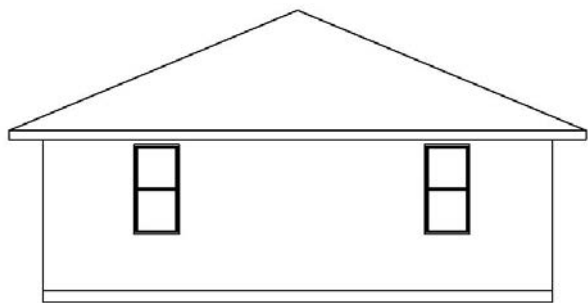
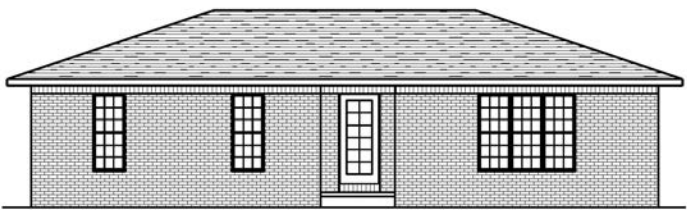
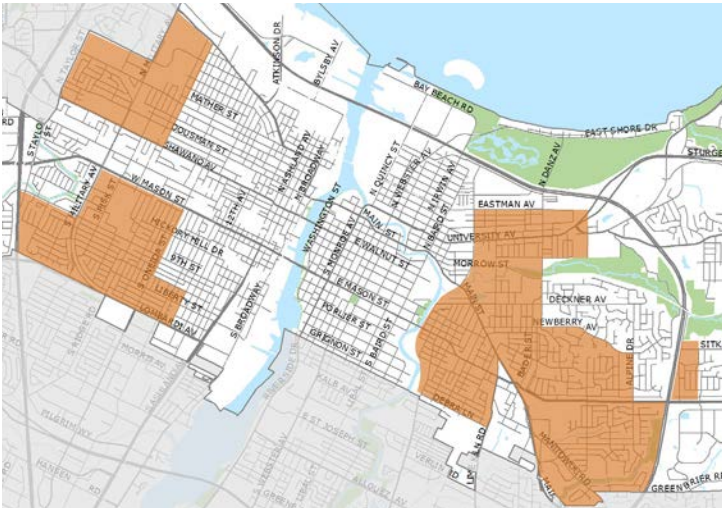
# SECOND FLOOR



# DEBRA

ONE (1) STORIES  
THREE (3) BEDROOMS  
SQUARE FOOTAGE:1,338 SF

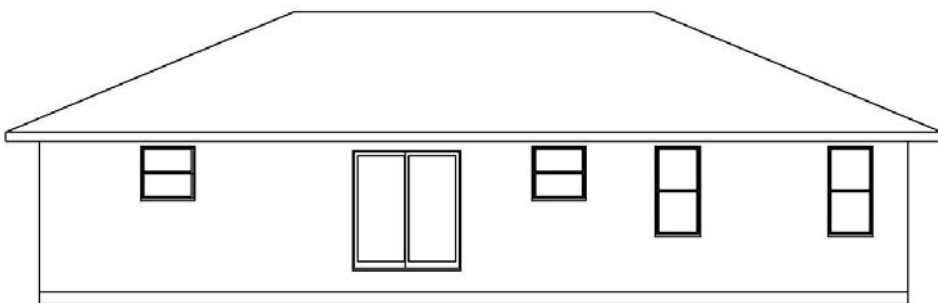
The Debra design is familiar to many Green Bay neighborhoods on the east and west sides, with four alternatives to the roof and windows.



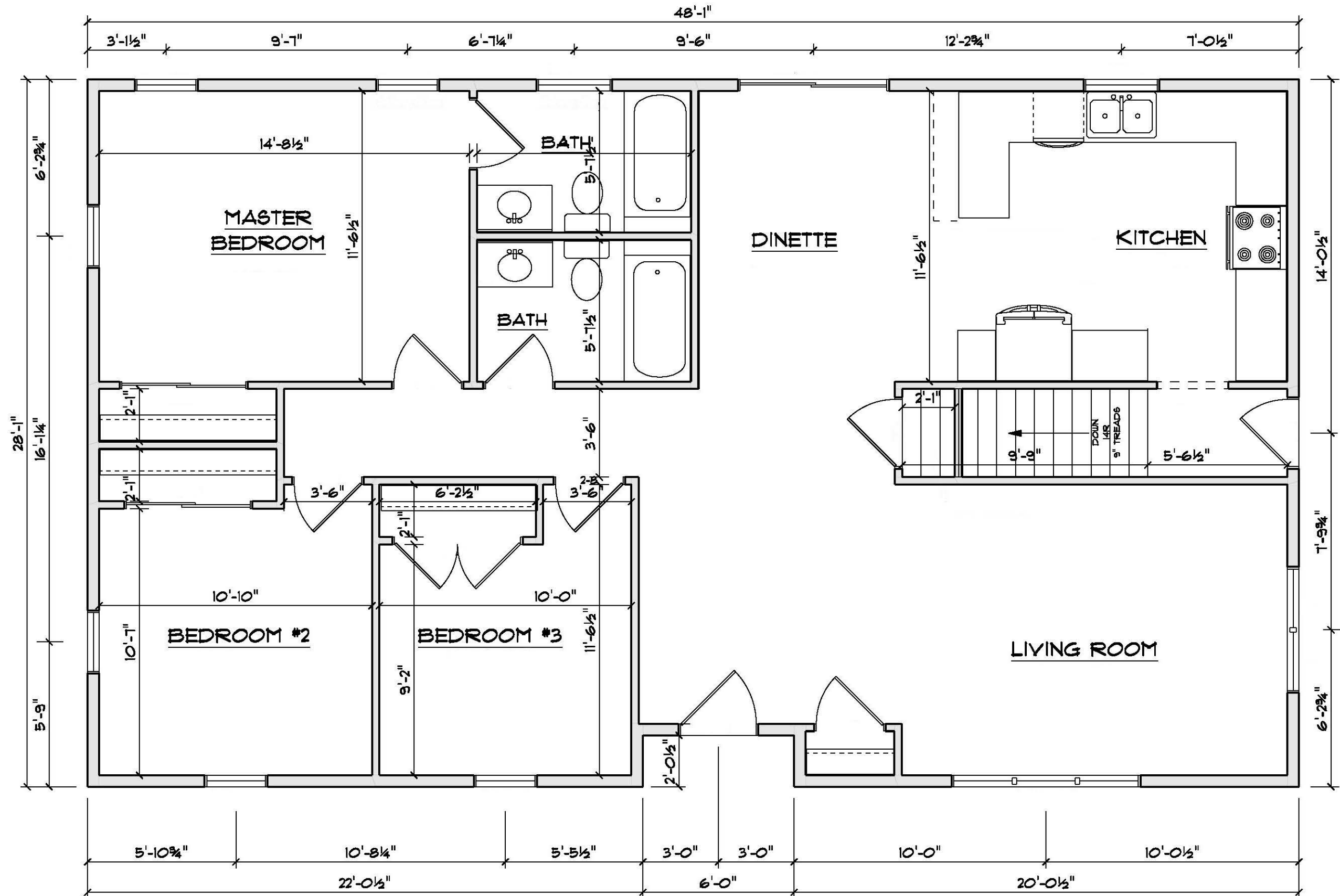
LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION





CITY OF GREEN BAY  
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

100 N JEFFERSON ST, ROOM 608  
GREEN BAY, WISCONSIN 54301  
920.448.3400  
GREENBAYWI.GOV



PLANS BY:  
WISCONSIN BUILDING SUPPLY





GENERAL ORDINANCE NO. 16-21

AN ORDINANCE  
AMENDING SECTION 44-554, TABLE 44-2,  
GREEN BAY MUNICIPAL CODE,  
RELATING TO MINIMUM BUILDING WIDTH  
(TA 21-04)

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

**SECTION 1.** Section 44-554, Table 44-2, Green Bay Municipal Code, is hereby amended as follows:

**Sec. 44-554. Lot dimension and building bulk requirements.**

Lot area and setback requirements shall be as specified in Table 44-2, Lot Dimension and Setback Requirements.

Table 44-2. Lot Dimension and Setback Requirements, Residential Districts

|                                        | RR                   | R-1                   | R-2                                         | R-3                                         |
|----------------------------------------|----------------------|-----------------------|---------------------------------------------|---------------------------------------------|
| Minimum Lot Area (sq. ft.)             |                      |                       |                                             |                                             |
| Single-family detached dwelling        | 10,000 <sup>a</sup>  | 7,500                 | 5,000                                       | 5,000                                       |
| Duplex (per building)                  |                      | 7,500                 | 5,000                                       | 5,000                                       |
| Semi-detached dwelling (per lot)       | —                    | 6,000                 | 4,000                                       | 4,000                                       |
| Single-family attached                 | —                    | —                     | 2,500 or 15/ac<br>(the lesser) <sup>d</sup> | 2,500 or 15/ac<br>(the lesser) <sup>d</sup> |
| Multifamily dwelling (per unit)        | —                    | —                     | See<br>Section 44-557                       | See<br>Section 44-557                       |
| All other uses (per lot):              |                      | 10,000                | 10,000                                      | 10,000                                      |
| Minimum Lot Width (feet)               |                      |                       |                                             |                                             |
| Single-family detached dwelling        | 75                   | 75                    | 45                                          | 45                                          |
| Duplex (per building)                  |                      | 75                    | 45                                          | 45                                          |
| Semi-detached dwelling (per lot)       | —                    | 40                    | 30                                          | 30                                          |
| Single-family attached                 | —                    |                       | 25                                          | 20                                          |
| Multifamily dwelling (per<br>building) | —                    |                       | 40                                          | 40                                          |
| Minimum Building Width (feet)          |                      | See note <sup>b</sup> |                                             |                                             |
| Maximum Height (feet/stories)          | 35/2.5 <sup>g</sup>  | 35/2.5 <sup>g</sup>   | 35/3 <sup>g</sup>                           | 45/4 <sup>g</sup>                           |
| Building Setback Requirements (feet)   |                      |                       |                                             |                                             |
| Front yard                             | 20 <sup>c, h</sup>   | 15 <sup>c, h</sup>    | 15 <sup>c, h</sup>                          | 15 <sup>c, h</sup>                          |
| Side yard <sup>e, f, i</sup>           | 6/8 ea. <sup>j</sup> | 6/8 ea. <sup>j</sup>  | 6 ea.                                       | 10 ea. <sup>j</sup>                         |
| Rear yard                              | 25                   | 25                    | 25                                          | 25                                          |
| Garages (attached)                     | 25                   | 20                    | 20                                          | 20                                          |

Notes to Table 44-2:

<sup>a</sup> For lots in the RR district without City services, minimum lot area shall be ten acres. Other lot dimensions shall be as specified in Table 44-2. See Section 44-555.

- <sup>b</sup> The minimum building width on any side shall be at least ~~25~~ **twenty-two (22)** feet, not including any entryways or other structures that do not run the full length of the building.
- <sup>c</sup> Where at least 50 percent of the front footage of any block is built up with principal structures, the front yard setback for new structures shall be equal to the average of the existing structures, except that any structure which is set back 20 percent more or less than the average may be discounted from the formula.
- <sup>d</sup> If townhouses are developed on parcels where only the land immediately beneath each dwelling unit constitutes an individually-described lot and all other land constitutes common properties, the density requirement rather than the minimum lot size shall apply to the entire parcel.
- <sup>e</sup> Side yards: Setbacks shall apply to the ends of attached or semi-detached dwellings.
- <sup>f</sup> Corner properties: The side facade of a corner building adjoining a public street shall maintain the front setback of the adjacent property fronting upon the same public street. If no structure exists on the adjacent property, the setback shall be a minimum of one-half the required front yard setback of the subject property's zoning district.
- <sup>g</sup> Heights of structures may be increased with a conditional use permit as permitted in Section 44-83.
- <sup>h</sup> Covered porches are permitted in the front setback compliant with the conditional use permit requirements found in Section 44-83. A porch proposed for a designated historic property or a contributing building within a historic district may be constructed within a front and/or side yard setback provided the porch is historically appropriate or a restoration of a significant architectural feature of the original structure.
- <sup>i</sup> Lots containing less than 60 feet of public street frontage may have a side yard reduction to six feet for primary buildings.
- <sup>j</sup> For single and two-family uses, six feet for a single story, eight feet for 1½ stories or greater.

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

**SECTION 3.** This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, 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

06/29/21



Report to the  
**Parks Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # R.1**

To approve the final master plan for Olde Preble Park.

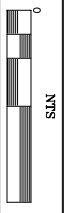
**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Olde Preble Master Plan 6.18.21







Report to the  
**Parks Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # R.2**

To approve the request the request by Ducks Unlimited and UW-Green Bay to manage the phragmites with herbicide at Ken Euers Park.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. SOGL Invasives Summary 2021\_Ken Euers
2. Ken Euers Nature Area Phragmites Map

## Restoring Priority Wetlands through Invasive Species Control

**Contacts:** Amy Carrozzino-Lyon and Stephanie Cole (UW-Green Bay), Brian Glenzinski (Ducks Unlimited)

### Project Summary

Ducks Unlimited, in partnership with UW-Green Bay, US Fish and Wildlife Service, and Wisconsin Department of Natural Resources, received grant funding to manage non-native Phragmites, or common reed, at publicly accessible coastal wetlands in Lower Green Bay and on the Green Bay west shore. The intent of the project is to enhance native wetland vegetation through management of invasive vegetation for the benefit of fish and wildlife habitat. As part of the project, a hired contractor will apply herbicide approved for aquatic use to Phragmites at the sites this late summer-early fall 2021. This project will follow up on prior work in the Duck Creek Delta completed by Bay-Lake Regional Planning Commission and others, continuing to improve and maintain public access to and views of the bayshore, as well as promote visibility and safety. Wetlands selected for the project are areas where the team is working to enhance native aquatic vegetation and restore native wild rice, including the Ken Euers Nature Area east impoundment. National Fish and Wildlife Foundation's Sustain Our Great Lakes (SOGL) program is the primary funder for the project with support from others.

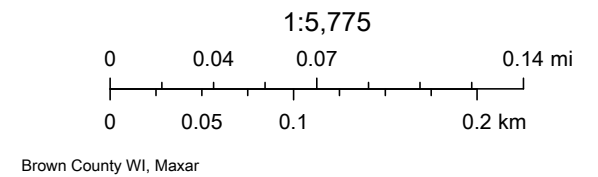
### Proposed project activities and timeline

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| June 2021      | UW-Green Bay is working on inventory and mapping locations of Phragmites. Maps will be reviewed with landowners and included with the aquatic plant management permit application to be submitted to WDNR for review.                                                                                                                                                                                                                                         |
| July 2021      | DU will seek bids and hire a WI-certified and licensed herbicide applicator.                                                                                                                                                                                                                                                                                                                                                                                  |
| August 2021    | Contractor will receive final mapping, work with landowners on site specific conditions and preparations (dates to avoid, insurance agreements, exact product specifications, etc.). Treatment information will be posted in the newspaper as a public notice per WDNR permitting requirements.                                                                                                                                                               |
| September 2021 | Treatment of Phragmites during appropriate weather conditions (dry, and minimal winds), avoiding the holiday weekend and popular waterfowl hunting dates. The applicator will be conducting a spot treatment of isolated areas of Phragmites from a vehicle along the dikes, and/or by amphibious vehicle or backpack sprayer within the impoundment. The contractor will be responsible for posting the site prior to application and notifying Parks staff. |
| October 2021   | Post-treatment reporting to WDNR per the permit requirements and follow up with public landowners.                                                                                                                                                                                                                                                                                                                                                            |
| Summer 2022    | UW-Green Bay will revisit treatment areas to assess the effectiveness of the 2021 application and identify next steps or additional follow up work needed.                                                                                                                                                                                                                                                                                                    |

# Ken Euers Nature Area



6/10/2021





Report to the  
**Parks Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # R.3**

To approve the request by Wisconsin Public Service to grant a 12' wide utility easement at Christa McAuliffe park.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Easement\_City of Green Bay\_3127166



## ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between **City of Green Bay, a Municipal Corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Brown County Register of Deeds Jacket 10469, Image 04, Document Number 1085692, being part of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) of Section 2, Township 23 North, Range 21 East, **City of Green Bay, County of Brown, State of Wisconsin**, as shown on the attached Exhibit "A".

Return to:  
Wisconsin Public Service Corp.  
Real Estate Dept.  
P.O. Box 19001  
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)  
**21-33**

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
9. **Indemnification:** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Grantee shall reimburse the Grantor, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

This indemnity provision shall survive the termination or expiration of this Easement agreement.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

**City of Green Bay, a Municipal Corporation**

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_

**City of Green Bay, a Municipal Corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name \_\_\_\_\_

Print Name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

This instrument drafted by: Michelle Somers

Wisconsin Public Service Corporation

| Date            | County        | Municipality      | Site Address  | Parcel Identification Number |
|-----------------|---------------|-------------------|---------------|------------------------------|
| June 3, 2021    | Brown         | City of Green Bay | 3100 Sitka St | 21-33                        |
| Real Estate No. | WPSC District | WR#               | WR Type       | I/O                          |
| 1057483         | Green Bay-10  | 3127166           | EACR          | 21810326EC                   |

NE-NE  
Section 03  
T23N R21E

NW-NW

NE-NW  
Section 02  
T23N R21E

**EXHIBIT "A"**  
**NOT TO SCALE**  
**FOR REFERENCE ONLY**

GREEN BAY  
CITY OF

SE-NE  
Section 03  
T23N R21E

21-33  
1000000  
29 024 AC

SW-NW  
Section 02  
T23N R21E

12 FOOT WIDE EASEMENT

GREEN BAY  
CITY OF PARK  
MCAULIFFE

SCHMIDTKE  
REVOCABLE TRUST

NORTH

SITKA ST

NE-SE  
Section 03  
T23N R21E

NW-SW  
Section 02  
T23N R21E

NE-SW  
Section 02  
T23N R21E

0 0.04 0.08 mi

This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI





Report to the  
**Parks Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # R.4**

To approve the request by Wisconsin Public Service to grant a 12' wide utility easement at Triangle Hill in the Baird's Creek Greenway.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Easement revised\_City of Green Bay\_3100825

## ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between **City of Green Bay, a municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Brown County Register of Deeds Jacket 2554, Image 19, Document Number 900141 and Document Number 2835198, being part of the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4) of Section 34 and the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4) and the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) of Section 33, all in Township 24 North, Range 21 East, **City of Green Bay, County of Brown, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

Return to:  
Wisconsin Public Service Corp.  
Real Estate Dept.  
P.O. Box 19001  
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)  
**21-308, 21-343-1,  
21-345, 21-346, 21-1243**

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
9. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Grantee shall reimburse the Grantor, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

This indemnity provision shall survive the termination or expiration of this Easement agreement.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

**City of Green Bay, a municipal corporation**

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_

**City of Green Bay, a municipal corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name \_\_\_\_\_

Print Name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

This instrument drafted by: Michelle Somers

Wisconsin Public Service Corporation

| Date              | County        | Municipality      | Site Address   | Parcel Identification Number                         |
|-------------------|---------------|-------------------|----------------|------------------------------------------------------|
| February 25, 2021 | Brown         | City of Green Bay | Baird Creek Rd | 21-308, 21-310, 21-343-1,<br>21-345, 21-346, 21-1243 |
| Real Estate No.   | WPSC District | WR#               | WR Type        | I/O                                                  |
| 1055724           | Green Bay-10  | 3100825           | EPLAN          | 6000270                                              |





# TEMPORARY EXHIBIT "A"

NOT TO SCALE  
FOR REFERENCE ONLY

GREEN BAY CITY  
OF MUNICIPAL CO

ALI & JANE B  
BARAKHSHAN  
ETAL

12 FOOT WIDE EASEMENT

365

331

NW-SW  
Section 34  
T24N R21E

**\*\*Final Exhibit will be sent for approval at a later date\*\***  
**\*\*Temporary Exhibit\*\***  
**\*\*NOT FOR RECORDING\*\***

GREEN BAY CITY OF

ROBERT M  
HAGLUND

GREGORY E  
LINDA L  
SMITH

NORTH

GREEN BAY

21-358-1





Report to the  
**Parks Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # R.5**

To receive and place on file the staff update on the current staffing levels for the pools.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



Report to the  
**Personnel Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # S.1**

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

- a. Building Inspector - Community & Economic Development
- b. Operator I - Public Works
- c. Truck Driver - Public Works
- d. Parking Building Technician - Public Works

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- 1. Request to Fill Memo 6.22.2021
- 2. Building Inspector - P. Martell
- 3. Operator I - J. Burkard 05.14.21
- 4. Truck Driver-San. - K.Brown 07.02.21
- 5. Parking Building Technician - K. Gunville 06.16.21



# 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: June 22, 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.

- Building Inspector – Replacement position due to the resignation of Paul Martell effective June 4, 2021. Salary range: \$29.08 to \$34.20 per hour
- Operator I – Replacement position due to the resignation of Jeff Burkard effective May 14, 2021. Salary range: \$20.36 to \$23.96 per hour
- Truck Driver – Replacement position due to the retirement of Kevin Brown effective July 2, 2021. Salary range: \$20.36 to \$23.96 per hour
- Parking Building Technician – Replacement position due to the resignation of Kira Gunville effective June 16, 2021. Salary range: \$18.73 to \$22.04 per hour

**Position Fill Request  
Justification Report  
May 27, 2021**

**Position Title:** Building Inspector

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

  X   Replacement Position                             Not a Replacement Position

This is a replacement position for Paul Martell who is resigning effective June 4, 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 included in the current budget. The wage rate is \$29.08 – \$34.20/hour.

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

Building Inspectors are responsible for the review of site and building plans and the inspection of buildings and structures to ensure compliance with City, State, and Federal codes, including compliance with zoning and floodplain ordinances. They issue permits for new construction, additions, remodeling, and demolition. Building Inspectors also observe causes and extent of damage to buildings and structures, including fire ruins. They are required to explain and interpret code provisions and building and zoning requirements to contractors, other City departments, and the general public.

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

Yes, building permits are paid by property owners, developers, and contractors. Building Inspectors are also responsible for enforcement of codes which might include issuing re-inspection fees as well as municipal citations.

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

Inspections will be delayed, slowing development and reducing the level of customer service.

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

The duties are currently being performed by the incumbent.

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

The City would not be capable of providing efficient building inspections which would slow development and reduce the level of customer service.

**8. What are the alternative methods and costs of accomplishing the work?**

Cross training of inspectors (only if they had time to take on more tasks) or contracting the service. There is no time available to shift the work to other existing staff.  
Contracting is would not be more costly.

**9. Are there union issues?**

No.

**10. Other supporting comments.**

None

**Position Fill Request  
Justification Report  
May 24, 2021**

**Position Title:** Operator 1 (Sweeper/Days) – DPW Operations Division/Street 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 is vacant as the result of the resignation of Operator 1- Sweeper Operator Jeff Burkard, effective on Friday, May 14, 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 currently funded in the DPW operating budget. The current wage (Grade F) for this position is \$20.36 to \$23.96 per hour (\$42,349 to \$49,837 annually).
3. **Please list the functions and any special information regarding this position.**  
Sweeper Operators perform a full range of duties including but not limited to operating street sweepers, flusher truck, tractors, sidewalk snow removal units, and other DPW vehicles. In addition to sweeping streets during summer months, they assist in leaf collection, snow/ice control, and general labor assignments necessary to complete DPW 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 out for those services. Also, Federal EPA and State DNR requirements dictate that the City must remove debris from roads that can contaminate streams, rivers, and lakes when diluted in storm water runoff.
5. **Please explain why current staff is unable to absorb duties of this position.**  
Loss of a Sweeper Operator position will reduce DPW's ability to maintain EPA and DNR requirements for street sweeping. Those requirements must be met to reduce contamination in storm water runoff that flows into streams, rivers, and lakes.
6. **If duties of position are presently being done, how are they done?**  
During periods of short staffing, duties are assigned to other Street Section employees as needed. When there is a lack of personnel, assignments are prioritized and completed in priority order. If there is not adequate time to complete all jobs, then lower priority jobs are postponed or not completed.
7. **What service would be reduced or eliminated if this position is not filled?**  
DPW will continue to perform all of its core services. However, a reduction in staffing will result in a lower level of service to residents. Sweepers must be staffed to meet government requirements. So grass cutting, leaf collection, and snow removal duties would suffer.



- 8. What are the alternative methods and costs of accomplishing the work?**  
Working overtime to maintain the required service, or outsourcing of services. Continued overtime leads to employee burnout and higher operating costs. Outsourcing this function is more costly than addressing it in-house.
- 9. Are there union issues?**  
No
- 10. Other supporting comments.**  
None

**Position Fill Request  
Justification Report  
June 15, 2021**

**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 vacated after the retirement of Sanitation Section Truck Driver Kevin Brown, effective at the end of the regular work day on Friday, July 2, 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 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 \$49,837 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 Justification Form

May 28, 2021

**Position Title:**            **Parking Building Technician – DPW Parking Division**

- 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 request for a replacement vacancy, resulting from the resignation of Kira Gunville effective at the end of her regular work shift on Wednesday, June 16, 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 funded in the Parking Division's operating budget. The wage range is currently set at \$18.73 to \$22.04 per hour (\$38,958 to \$45,843 annually).

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

Parking Division's mission is to provide clean, safe, dependable, and reasonably priced public parking services. The Parking Building Technician position plays a key role in achieving these goals and objectives by performing duties such as cleaning facilities, washing windows, snow removal (seasonal), pressure washing parking ramps, maintaining landscaped areas (seasonal), removing/cleaning waste, and other debris. Additionally, with the automation of the parking ramps (gates now down 24/7/360) this position is key to helping maintain proper security and staff coverage to assist parking patrons.

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

The Parking Building Technician position does not generate revenue directly. However, PBT's assist parking patrons with proper use of automated PARCS equipment when necessary, to pay parking fees.

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

Parking Division's complement of Parking Building Technician staff is three (3) people. There are currently just enough parking staff members to maintain proper shift coverage. The PBT staff complement cannot be reduced without negative impact on parking operations, and employee health, safety, and morale.

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

During a Parking Building Technician vacancy, shifts are filled by another Parking Division employee. If employees are not available to fill vacant shifts, then it goes vacant if an acceptable minimum staffing level is present. Otherwise the vacancy must be filled using overtime.

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

Cleanliness, safety, customer service, traffic control, and security in an operation running 24/7/360 (off only on major holidays)



**8. What are the alternative methods and costs of accomplishing the work?**

Alternative staffing methods include forcing other Parking Division employees to cover these duties and hours in an operation running 24/7/360 (off only on major holidays). One hardship would be forcing night staff (scheduled 8:00 p.m. to 6:30 a.m.) to either work in advance of or after their shift to cover vacant PBT shifts. This would result in reduced rest periods between shifts for this work group, which can cause safety concerns for operating equipment and driving vehicles.

**9. Are there union issues?**

No

**10. Other supporting comments.**

The City attempted to privatize its parking operation in 1998. This activity was met with significant resistance. After seeing what occurred with privatization of the City of Chicago parking system, Green Bay is not interested in dealing with the increased costs and problems of a privatized public parking system, especially given the fact that the current system is functioning well.



Report to the  
**Personnel Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # S.2**

Update and discussion on Green Bay Professional Police Association labor negotiations

The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to § 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**

None



Report to the  
**Tax Incremental Districts Joint Review Board**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

Diana Ellenbecker, Finance Director

**AGENDA ITEM # T.1**

To receive and place on file the Tax Incremental Districts annual reports.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. JRB packet 6-23-21

TID ANNUAL REPORT (PE-300) SUMMARIZED  
YEAR ENDED DECEMBER 31, 2020

| TIF<br>Dist | TYPE       | NAME                     | Creation<br>date | Mandatory<br>term date | Fund balance<br>as of 1/1/20 | Revenues         |          |                   |                          |                     | Expenditures      |                               |                      |           | Fund<br>balance as<br>of 12/31/20 | Future<br>project costs | Future<br>revenue | Surplus or<br>deficit |
|-------------|------------|--------------------------|------------------|------------------------|------------------------------|------------------|----------|-------------------|--------------------------|---------------------|-------------------|-------------------------------|----------------------|-----------|-----------------------------------|-------------------------|-------------------|-----------------------|
|             |            |                          |                  |                        |                              | Tax<br>Increment | Interest | Shared<br>Revenue | Developers<br>guarantees | Other/<br>Borrowing | Capital &<br>Land | Debt<br>Service &<br>Interest | Developers<br>grants | Other     |                                   |                         |                   |                       |
| 4           | Blight     | Washington<br>Apartments | 1/20/1998        | 1/20/2025              | 95,664                       | 529,706          | 2,277    | 1,071             | -                        | -                   | -                 | 200,000                       | -                    | 14,509    | 414,209                           | 3,129,000               | 2,821,338         | 106,547               |
| 5           | Blight     | Downtown                 | 12/21/1999       | 12/21/2026             | 1,991,885                    | 1,849,405        | 11,963   | 159,424           | 20,706                   | -                   | -                 | 1,306,905                     | 56,557               | 1,815,506 | 854,415                           | 11,782,004              | 13,014,685        | 2,087,096             |
| 7           | Blight     | Lombardi/Ashland         | 1/15/2002        | 1/15/2029              | 1,299,863                    | 765,506          | 9,987    | 1,780             | -                        | -                   | -                 | 25,617                        | 13,580               | 922,514   | 1,115,425                         | 1,126,583               | 3,468             | (7,690)               |
| 8           | Blight     | Berger/Morrow            | 8/20/2002        | 8/20/2029              | 1,981,540                    | 304,759          | 11,215   | 20,410            | -                        | -                   | -                 | 166,736                       | -                    | 1,569,395 | 581,793                           | 618,145                 | 30,254            | (6,098)               |
| 9           | Industrial | University Heights       | 10/7/2003        | 10/7/2026              | (1,540,076)                  | 180,519          | -        | 1,608             | 3,490                    | 2,900,000           | -                 | 215,516                       | -                    | 12,850    | 1,317,175                         | 1,302,657               | 9,911             | 24,429                |
| 10          | Blight     | Main/Mason               | 8/17/2004        | 8/17/2031              | 706,663                      | 220,374          | 4,645    | 8,233             | -                        | -                   | -                 | -                             | 21,026               | 19,575    | 899,314                           | 3,848,026               | 3,058,347         | 109,635               |
| 12          | Industrial | I43 Industrial Park      | 9/6/2005         | 9/6/2025               | 2,504,748                    | 2,102,259        | 23,932   | 424,464           | -                        | 5,000               | 2,010,207         | 292,032                       | 200,000              | 572,937   | 1,985,227                         | 6,625,974               | 5,989,312         | 1,348,565             |
| 13          | Reh/Cons   | Downtown                 | 9/6/2005         | 9/6/2032               | (3,941,066)                  | 2,398,633        | -        | 523,895           | -                        | 17,552              | -                 | 1,428,870                     | 485,437              | 109,416   | (3,024,709)                       | 34,609,418              | 38,506,971        | 872,844               |
| 14          | Blight     | N Broadway /<br>Railyard | 9/16/2006        | 9/16/2033              | (3,238,395)                  | 358,513          | -        | 5,774             | 212,097                  | 3,000,000           | -                 | 447,557                       | 2,310,184            | 55,080    | (2,474,832)                       | 11,667,541              | 15,232,529        | 1,090,156             |
| 16          | Blight     | Military Avenue          | 5/6/2007         | 5/6/2034               | (84,898)                     | 376,702          | 1,153    | 61,183            | -                        | -                   | -                 | 27,411                        | 40,000               | 11,385    | 275,344                           | 7,322,701               | 7,494,328         | 446,971               |
| 18          | Reh/Cons   | University Avenue        | 10/6/2015        | 10/6/2043              | (1,367,654)                  | 362,740          | -        | 11,324            | -                        | -                   | -                 | 5,615                         | 180,816              | 19,762    | (1,199,783)                       | 13,355,959              | 17,582,893        | 3,027,151             |
| 19          | Reh/Cons   | East Town Mall           | 9/19/2017        | 9/19/2044              | 90,906                       | 207,573          | 1,203    | -                 | -                        | -                   | -                 | -                             | 109,436              | 15,773    | 174,473                           | 6,819,075               | 7,343,451         | 698,849               |
| 20          | Reh/Cons   | Whitney Park             | 9/25/2018        | 9/25/2045              | (29,590)                     | 6,869            | -        | -                 | -                        | -                   | -                 | 115                           | -                    | 13,412    | (36,248)                          | 4,543,027               | 5,263,311         | 684,036               |
| 21          | Blight     | Green Bay<br>Packaging   | 9/25/2018        | 9/25/2045              | (41,391)                     | 36,119           | -        | -                 | -                        | -                   | -                 | 46                            | -                    | 25,691    | (31,009)                          | 44,469,483              | 46,281,992        | 1,781,500             |
| 22          | Blight     | The Shipyard             | 9/25/2018        | 9/25/2045              | (27,321)                     | -                | 1,016    | -                 | -                        | 3,716,976           | 908,877           | 13,642                        | -                    | 170,698   | 2,597,454                         | 34,782,200              | 36,477,469        | 4,292,723             |
| 23          | Blight     | Legends District         | 9/17/2019        | 9/17/2046              | (13,184)                     | -                | -        | -                 | -                        | -                   | -                 | 60                            | -                    | 12,310    | (25,554)                          | 7,944,738               | 9,241,037         | 1,270,745             |
| Totals      |            |                          |                  |                        | (1,612,306)                  | 9,699,677        | 67,391   | 1,219,166         | 236,293                  | 9,639,528           | 2,919,084         | 4,130,122                     | 3,417,036            | 5,360,813 | 3,422,694                         | 193,946,531             | 208,351,296       | 17,827,459            |



|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
|------------------------|--------------------------|-----------------------------------|

| Section 1 - Municipality and TID |                                  |                                           |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|-------------------------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                                           | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>004</b>         | TID type<br><b>2</b>             | TID name<br><b>Washington Appartments</b> | Creation date<br><b>01/20/1998</b> | Mandatory termination date<br><b>01/20/2025</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount   |
|---------------------------------------|----------|
| TID fund balance at beginning of year | \$95,664 |

| Section 3 - Revenue         | Amount    |
|-----------------------------|-----------|
| Tax increment               | \$529,706 |
| Investment income           | \$2,277   |
| Debt proceeds               |           |
| Special assessments         |           |
| Shared revenue              | \$1,071   |
| Sale of property            |           |
| Allocation from another TID |           |
| Developer guarantees        |           |
| Transfer from other funds   |           |
| Grants                      |           |
| Other revenue               |           |
| Total Revenue (deposits)    | \$533,054 |

|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
|------------------------|--------------------------|-----------------------------------|

| <b>Section 4 - Expenditures</b>     | <b>Amount</b>    |
|-------------------------------------|------------------|
| <b>Capital expenditures</b>         |                  |
| <b>Administration</b>               | \$13,439         |
| <b>Professional services</b>        | \$920            |
| <b>Interest and fiscal charges</b>  |                  |
| <b>DOR fees</b>                     | \$150            |
| <b>Discount on long-term debt</b>   |                  |
| <b>Debt issuance costs</b>          |                  |
| <b>Principal on long-term debt</b>  | \$200,000        |
| <b>Environmental costs</b>          |                  |
| <b>Real property assembly costs</b> |                  |
| <b>Allocation to another TID</b>    |                  |
| <b>Developer grants</b>             |                  |
| Developer name    N/A               | \$0              |
| <b>Transfer to other funds</b>      |                  |
| <b>Other expenditures</b>           |                  |
| <b>Total Expenditures</b>           | <b>\$214,509</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>      |
|----------------------------------------|--------------------|
| <b>TID fund balance at end of year</b> | <b>\$414,209</b>   |
| <b>Future costs</b>                    | <b>\$3,129,000</b> |
| <b>Future revenue</b>                  | <b>\$2,821,338</b> |
| <b>Surplus or deficit</b>              | <b>\$106,547</b>   |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
|------------------------|--------------------------|-----------------------------------|

| Section 1 - Municipality and TID |                                  |                             |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|-----------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                             | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>005</b>         | TID type<br><b>2</b>             | TID name<br><b>Downtown</b> | Creation date<br><b>12/21/1999</b> | Mandatory termination date<br><b>12/21/2026</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount      |
|---------------------------------------|-------------|
| TID fund balance at beginning of year | \$1,991,885 |

| Section 3 - Revenue                  | Amount      |
|--------------------------------------|-------------|
| Tax increment                        | \$1,849,405 |
| Investment income                    | \$11,963    |
| Debt proceeds                        |             |
| Special assessments                  |             |
| Shared revenue                       | \$159,424   |
| Sale of property                     |             |
| Allocation from another TID          |             |
| Developer guarantees                 |             |
| Developer name TOHO PLATTEN BUILDING | \$13,627    |
| Developer name WASHINGTON ST INN     | \$7,079     |
| Transfer from other funds            |             |
| Grants                               |             |
| Other revenue                        |             |
| Total Revenue (deposits)             | \$2,041,498 |

|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
|------------------------|--------------------------|-----------------------------------|

| <b>Section 4 - Expenditures</b>                             | <b>Amount</b>      |
|-------------------------------------------------------------|--------------------|
| <b>Capital expenditures</b>                                 |                    |
| <b>Administration</b>                                       | \$72,610           |
| <b>Professional services</b>                                | \$25,031           |
| <b>Interest and fiscal charges</b>                          | \$300,285          |
| <b>DOR fees</b>                                             | \$150              |
| <b>Discount on long-term debt</b>                           |                    |
| <b>Debt issuance costs</b>                                  |                    |
| <b>Principal on long-term debt</b>                          | \$1,006,620        |
| <b>Environmental costs</b>                                  |                    |
| <b>Real property assembly costs</b>                         |                    |
| <b>Allocation to another TID</b>                            |                    |
| TID number      022                                         | \$1,712,376        |
| <b>Developer grants</b>                                     |                    |
| Developer name    Smet rebate historical train station      | \$5,000            |
| Developer name    Parking/Schillinger Properties/Northcoast | \$5,267            |
| Developer name    Bellin buidling parking PAYGO             | \$14,105           |
| Developer name    TMJ Initiative One                        | \$10,000           |
| Developer name    Lorenzen Holdings                         | \$13,576           |
| Developer name    Historic Hibernia                         | \$8,609            |
| <b>Transfer to other funds</b>                              |                    |
| <b>Other expenditures</b>                                   |                    |
| Name                UTILITIES                               | \$4,519            |
| Name                TAX ADJ                                 | \$820              |
| <b>Total Expenditures</b>                                   | <b>\$3,178,968</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>       |
|----------------------------------------|---------------------|
| <b>TID fund balance at end of year</b> | <b>\$854,415</b>    |
| <b>Future costs</b>                    | <b>\$11,782,004</b> |
| <b>Future revenue</b>                  | <b>\$13,014,685</b> |
| <b>Surplus or deficit</b>              | <b>\$2,087,096</b>  |



|                |                          |                                   |
|----------------|--------------------------|-----------------------------------|
| Form<br>PE-300 | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
|----------------|--------------------------|-----------------------------------|

#### Section 6 - Preparer/Contact Information

|                                                             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
|------------------------|--------------------------|-----------------------------------|

|                                         |
|-----------------------------------------|
| <b>Section 1 - Municipality and TID</b> |
|-----------------------------------------|

|                              |                                  |                                     |                                    |                                                 |                                         |
|------------------------------|----------------------------------|-------------------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b> | Municipality<br><b>GREEN BAY</b> |                                     | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>007</b>     | TID type<br><b>2</b>             | TID name<br><b>Lombardi Ashland</b> | Creation date<br><b>01/15/2002</b> | Mandatory termination date<br><b>03/16/2021</b> | Expected termination date<br><b>N/A</b> |

|                                              |                    |
|----------------------------------------------|--------------------|
| <b>Section 2 - Beginning Balance</b>         | <b>Amount</b>      |
| <b>TID fund balance at beginning of year</b> | <b>\$1,299,863</b> |

|                                    |                  |
|------------------------------------|------------------|
| <b>Section 3 - Revenue</b>         | <b>Amount</b>    |
| <b>Tax increment</b>               | <b>\$765,506</b> |
| <b>Investment income</b>           | <b>\$9,987</b>   |
| <b>Debt proceeds</b>               |                  |
| <b>Special assessments</b>         |                  |
| <b>Shared revenue</b>              | <b>\$1,780</b>   |
| <b>Sale of property</b>            |                  |
| <b>Allocation from another TID</b> |                  |
| <b>Developer guarantees</b>        |                  |
| <b>Transfer from other funds</b>   |                  |
| <b>Grants</b>                      |                  |
| <b>Other revenue</b>               |                  |
| <b>Total Revenue (deposits)</b>    | <b>\$777,273</b> |

| Form<br>PE-300                                              | TID Annual Report |                                          | 2020<br>WI Dept of Revenue |
|-------------------------------------------------------------|-------------------|------------------------------------------|----------------------------|
| <b>Section 4 - Expenditures</b>                             |                   | <b>Amount</b>                            |                            |
| <b>Capital expenditures</b>                                 |                   |                                          |                            |
| <b>Administration</b>                                       |                   | \$14,874                                 |                            |
| <b>Professional services</b>                                |                   | \$7,490                                  |                            |
| <b>Interest and fiscal charges</b>                          |                   | \$6,381                                  |                            |
| <b>DOR fees</b>                                             |                   | \$150                                    |                            |
| <b>Discount on long-term debt</b>                           |                   |                                          |                            |
| <b>Debt issuance costs</b>                                  |                   |                                          |                            |
| <b>Principal on long-term debt</b>                          |                   | \$19,236                                 |                            |
| <b>Environmental costs</b>                                  |                   |                                          |                            |
| <b>Real property assembly costs</b>                         |                   |                                          |                            |
| <b>Allocation to another TID</b>                            |                   |                                          |                            |
| TID number                                                  | 009               | \$900,000                                |                            |
| <b>Developer grants</b>                                     |                   |                                          |                            |
| Developer name                                              | Shorewest PayGo   | \$13,580                                 |                            |
| <b>Transfer to other funds</b>                              |                   |                                          |                            |
| <b>Other expenditures</b>                                   |                   |                                          |                            |
| <b>Total Expenditures</b>                                   |                   | <b>\$961,711</b>                         |                            |
| <b>Section 5 - Ending Balance</b>                           |                   | <b>Amount</b>                            |                            |
| <b>TID fund balance at end of year</b>                      |                   | <b>\$1,115,425</b>                       |                            |
| <b>Future costs</b>                                         |                   | <b>\$1,126,583</b>                       |                            |
| <b>Future revenue</b>                                       |                   | <b>\$3,468</b>                           |                            |
| <b>Surplus or deficit</b>                                   |                   | <b>\$-7,690</b>                          |                            |
| <b>Section 6 - Preparer/Contact Information</b>             |                   |                                          |                            |
| Preparer name<br><b>Stephanie Schmutzer</b>                 |                   | Preparer title<br><b>ACCOUNTANT</b>      |                            |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> |                   | Preparer phone<br><b>(920) 448-3409</b>  |                            |
| Contact name<br><b>DIANA ELLENBECKER</b>                    |                   | Contact title<br><b>FINANCE DIRECTOR</b> |                            |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    |                   | Contact phone<br><b>(920) 448-3025</b>   |                            |

|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
|------------------------|--------------------------|-----------------------------------|

| Section 1 - Municipality and TID |                                  |                                  |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|----------------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                                  | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>008</b>         | TID type<br><b>2</b>             | TID name<br><b>BERGER MORROW</b> | Creation date<br><b>08/20/2002</b> | Mandatory termination date<br><b>03/16/2021</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount             |
|---------------------------------------|--------------------|
| TID fund balance at beginning of year | <b>\$1,981,540</b> |

| Section 3 - Revenue         | Amount           |
|-----------------------------|------------------|
| Tax increment               | \$304,759        |
| Investment income           | \$11,215         |
| Debt proceeds               |                  |
| Special assessments         |                  |
| Shared revenue              | \$20,410         |
| Sale of property            |                  |
| Allocation from another TID |                  |
| Developer guarantees        |                  |
| Transfer from other funds   |                  |
| Grants                      |                  |
| Other revenue               |                  |
| Total Revenue (deposits)    | <b>\$336,384</b> |



|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
|------------------------|--------------------------|-----------------------------------|

| <b>Section 4 - Expenditures</b>     | <b>Amount</b>      |
|-------------------------------------|--------------------|
| <b>Capital expenditures</b>         |                    |
| <b>Administration</b>               | \$8,440            |
| <b>Professional services</b>        | \$805              |
| <b>Interest and fiscal charges</b>  | \$16,736           |
| <b>DOR fees</b>                     | \$150              |
| <b>Discount on long-term debt</b>   |                    |
| <b>Debt issuance costs</b>          |                    |
| <b>Principal on long-term debt</b>  | \$150,000          |
| <b>Environmental costs</b>          |                    |
| <b>Real property assembly costs</b> |                    |
| <b>Allocation to another TID</b>    |                    |
| TID number 009                      | \$1,500,000        |
| <b>Developer grants</b>             |                    |
| Developer name NA                   | \$0                |
| <b>Transfer to other funds</b>      |                    |
| <b>Other expenditures</b>           |                    |
| Name allocation to TID 17           | \$60,000           |
| <b>Total Expenditures</b>           | <b>\$1,736,131</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>    |
|----------------------------------------|------------------|
| <b>TID fund balance at end of year</b> | <b>\$581,793</b> |
| <b>Future costs</b>                    | <b>\$618,145</b> |
| <b>Future revenue</b>                  | <b>\$30,254</b>  |
| <b>Surplus or deficit</b>              | <b>\$-6,098</b>  |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

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|------------------------|--------------------------|-----------------------------------|
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| Section 1 - Municipality and TID |                                  |                                       |                                    |                                                 |                                                |
|----------------------------------|----------------------------------|---------------------------------------|------------------------------------|-------------------------------------------------|------------------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                                       | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>                 |
| TID number<br><b>009</b>         | TID type<br><b>4</b>             | TID name<br><b>University Heights</b> | Creation date<br><b>10/07/2003</b> | Mandatory termination date<br><b>10/07/2026</b> | Expected termination date<br><b>04/15/2021</b> |

| Section 2 - Beginning Balance         | Amount       |
|---------------------------------------|--------------|
| TID fund balance at beginning of year | \$-1,540,076 |

| Section 3 - Revenue         | Amount      |
|-----------------------------|-------------|
| Tax increment               | \$180,519   |
| Investment income           |             |
| Debt proceeds               |             |
| Special assessments         |             |
| Shared revenue              | \$1,608     |
| Sale of property            |             |
| Allocation from another TID |             |
| TID number 007              | \$900,000   |
| TID number 008              | \$1,500,000 |
| TID number 012              | \$500,000   |
| Developer guarantees        |             |
| Developer name Madlgan      | \$3,490     |
| Transfer from other funds   |             |
| Grants                      |             |
| Other revenue               |             |
| Total Revenue (deposits)    | \$3,085,617 |

|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
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| <b>Section 4 - Expenditures</b>     | <b>Amount</b>    |
|-------------------------------------|------------------|
| <b>Capital expenditures</b>         |                  |
| <b>Administration</b>               | \$11,960         |
| <b>Professional services</b>        | \$740            |
| <b>Interest and fiscal charges</b>  | \$39,635         |
| <b>DOR fees</b>                     | \$150            |
| <b>Discount on long-term debt</b>   |                  |
| <b>Debt issuance costs</b>          |                  |
| <b>Principal on long-term debt</b>  | \$175,881        |
| <b>Environmental costs</b>          |                  |
| <b>Real property assembly costs</b> |                  |
| <b>Allocation to another TID</b>    |                  |
| <b>Developer grants</b>             |                  |
| Developer name    NA                | \$0              |
| <b>Transfer to other funds</b>      |                  |
| <b>Other expenditures</b>           |                  |
| <b>Total Expenditures</b>           | <b>\$228,366</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>      |
|----------------------------------------|--------------------|
| <b>TID fund balance at end of year</b> | <b>\$1,317,175</b> |
| <b>Future costs</b>                    | <b>\$1,302,657</b> |
| <b>Future revenue</b>                  | <b>\$9,911</b>     |
| <b>Surplus or deficit</b>              | <b>\$24,429</b>    |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

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|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| Section 1 - Municipality and TID |                                  |                               |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|-------------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                               | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>010</b>         | TID type<br><b>2</b>             | TID name<br><b>MAIN MASON</b> | Creation date<br><b>08/17/2004</b> | Mandatory termination date<br><b>08/17/2031</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount    |
|---------------------------------------|-----------|
| TID fund balance at beginning of year | \$706,663 |

| Section 3 - Revenue         | Amount    |
|-----------------------------|-----------|
| Tax increment               | \$220,374 |
| Investment income           | \$4,645   |
| Debt proceeds               |           |
| Special assessments         |           |
| Shared revenue              | \$8,233   |
| Sale of property            |           |
| Allocation from another TID |           |
| Developer guarantees        |           |
| Transfer from other funds   |           |
| Grants                      |           |
| Other revenue               |           |
| Total Revenue (deposits)    | \$233,252 |



|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
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| <b>Section 4 - Expenditures</b>               | <b>Amount</b>   |
|-----------------------------------------------|-----------------|
| <b>Capital expenditures</b>                   |                 |
| <b>Administration</b>                         | \$18,665        |
| <b>Professional services</b>                  | \$760           |
| <b>Interest and fiscal charges</b>            |                 |
| <b>DOR fees</b>                               | \$150           |
| <b>Discount on long-term debt</b>             |                 |
| <b>Debt issuance costs</b>                    |                 |
| <b>Principal on long-term debt</b>            |                 |
| <b>Environmental costs</b>                    |                 |
| <b>Real property assembly costs</b>           |                 |
| <b>Allocation to another TID</b>              |                 |
| <b>Developer grants</b>                       |                 |
| Developer name GB Real Estate - 1901 M Street | \$21,026        |
| <b>Transfer to other funds</b>                |                 |
| <b>Other expenditures</b>                     |                 |
| <b>Total Expenditures</b>                     | <b>\$40,601</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>      |
|----------------------------------------|--------------------|
| <b>TID fund balance at end of year</b> | <b>\$899,314</b>   |
| <b>Future costs</b>                    | <b>\$3,848,026</b> |
| <b>Future revenue</b>                  | <b>\$3,058,347</b> |
| <b>Surplus or deficit</b>              | <b>\$109,635</b>   |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

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|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| Section 1 - Municipality and TID |                                  |                                        |                                    |                                                 |                                                |
|----------------------------------|----------------------------------|----------------------------------------|------------------------------------|-------------------------------------------------|------------------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                                        | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>                 |
| TID number<br><b>012</b>         | TID type<br><b>5</b>             | TID name<br><b>I43 Industrial Park</b> | Creation date<br><b>09/06/2005</b> | Mandatory termination date<br><b>09/06/2025</b> | Expected termination date<br><b>04/15/2023</b> |

| Section 2 - Beginning Balance         | Amount      |
|---------------------------------------|-------------|
| TID fund balance at beginning of year | \$2,504,748 |

| Section 3 - Revenue                           | Amount             |
|-----------------------------------------------|--------------------|
| Tax increment                                 | \$2,102,259        |
| Investment income                             | \$23,932           |
| Debt proceeds                                 |                    |
| Special assessments                           |                    |
| Shared revenue                                | \$424,464          |
| Sale of property                              |                    |
| Allocation from another TID                   |                    |
| Developer guarantees                          |                    |
| Transfer from other funds                     |                    |
| Grants                                        |                    |
| Other revenue                                 |                    |
| Source                      Erie Road reclass | \$5,000            |
| <b>Total Revenue (deposits)</b>               | <b>\$2,555,655</b> |

|                        |                          |                                    |
|------------------------|--------------------------|------------------------------------|
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|------------------------|--------------------------|------------------------------------|

| <b>Section 4 - Expenditures</b>                           | <b>Amount</b>      |
|-----------------------------------------------------------|--------------------|
| <b>Capital expenditures</b>                               | \$2,010,207        |
| <b>Administration</b>                                     | \$65,472           |
| <b>Professional services</b>                              | \$7,315            |
| <b>Interest and fiscal charges</b>                        | \$65,491           |
| <b>DOR fees</b>                                           | \$150              |
| <b>Discount on long-term debt</b>                         |                    |
| <b>Debt issuance costs</b>                                |                    |
| <b>Principal on long-term debt</b>                        | \$226,541          |
| <b>Environmental costs</b>                                |                    |
| <b>Real property assembly costs</b>                       |                    |
| <b>Allocation to another TID</b>                          |                    |
| TID number      009                                       | \$500,000          |
| <b>Developer grants</b>                                   |                    |
| Developer name   Willow Creek Strategic Behavioral Health | \$200,000          |
| <b>Transfer to other funds</b>                            |                    |
| <b>Other expenditures</b>                                 |                    |
| <b>Total Expenditures</b>                                 | <b>\$3,075,176</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>      |
|----------------------------------------|--------------------|
| <b>TID fund balance at end of year</b> | <b>\$1,985,227</b> |
| <b>Future costs</b>                    | <b>\$6,625,974</b> |
| <b>Future revenue</b>                  | <b>\$5,989,312</b> |
| <b>Surplus or deficit</b>              | <b>\$1,348,565</b> |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

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|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| Section 1 - Municipality and TID |                                  |                             |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|-----------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                             | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>013</b>         | TID type<br><b>3</b>             | TID name<br><b>Downtown</b> | Creation date<br><b>09/06/2005</b> | Mandatory termination date<br><b>09/06/2032</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount       |
|---------------------------------------|--------------|
| TID fund balance at beginning of year | \$-3,941,066 |

| Section 3 - Revenue                  | Amount             |
|--------------------------------------|--------------------|
| Tax increment                        | \$2,398,633        |
| Investment income                    |                    |
| Debt proceeds                        |                    |
| Special assessments                  |                    |
| Shared revenue                       | \$523,895          |
| Sale of property                     |                    |
| Allocation from another TID          |                    |
| Developer guarantees                 |                    |
| Transfer from other funds            |                    |
| Grants                               |                    |
| Other revenue                        |                    |
| Source                      LOT RENT | \$17,552           |
| <b>Total Revenue (deposits)</b>      | <b>\$2,940,080</b> |



|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
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| <b>Section 4 - Expenditures</b>            | <b>Amount</b>      |
|--------------------------------------------|--------------------|
| <b>Capital expenditures</b>                |                    |
| <b>Administration</b>                      | \$80,832           |
| <b>Professional services</b>               | \$1,865            |
| <b>Interest and fiscal charges</b>         | \$461,532          |
| <b>DOR fees</b>                            | \$150              |
| <b>Discount on long-term debt</b>          |                    |
| <b>Debt issuance costs</b>                 |                    |
| <b>Principal on long-term debt</b>         | \$967,338          |
| <b>Environmental costs</b>                 |                    |
| <b>Real property assembly costs</b>        |                    |
| <b>Allocation to another TID</b>           |                    |
| <b>Developer grants</b>                    |                    |
| Developer name    Schreiber Foods          | \$280,010          |
| Developer name    Associated Bank          | \$151,666          |
| Developer name    Foxconn                  | \$53,761           |
| <b>Transfer to other funds</b>             |                    |
| <b>Other expenditures</b>                  |                    |
| Name                    UTILITIES          | \$6,679            |
| Name                    TECHNICAL SERVICES | \$19,890           |
| <b>Total Expenditures</b>                  | <b>\$2,023,723</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>       |
|----------------------------------------|---------------------|
| <b>TID fund balance at end of year</b> | <b>\$-3,024,709</b> |
| <b>Future costs</b>                    | <b>\$34,609,418</b> |
| <b>Future revenue</b>                  | <b>\$38,506,971</b> |
| <b>Surplus or deficit</b>              | <b>\$872,844</b>    |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

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|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| Section 1 - Municipality and TID |                                  |                                            |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|--------------------------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                                            | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>014</b>         | TID type<br><b>2</b>             | TID name<br><b>N Broadway Larsen Green</b> | Creation date<br><b>09/16/2006</b> | Mandatory termination date<br><b>09/16/2033</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount       |
|---------------------------------------|--------------|
| TID fund balance at beginning of year | \$-3,238,395 |

| Section 3 - Revenue         | Amount      |
|-----------------------------|-------------|
| Tax increment               | \$358,513   |
| Investment income           |             |
| Debt proceeds               | \$3,000,000 |
| Special assessments         |             |
| Shared revenue              | \$5,774     |
| Sale of property            |             |
| Allocation from another TID |             |
| Developer guarantees        |             |
| Developer name    SMET      | \$212,097   |
| Transfer from other funds   |             |
| Grants                      |             |
| Other revenue               |             |
| Total Revenue (deposits)    | \$3,576,384 |

|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| <b>Section 4 - Expenditures</b>     | <b>Amount</b>      |
|-------------------------------------|--------------------|
| <b>Capital expenditures</b>         | \$0                |
| <b>Administration</b>               | \$48,292           |
| <b>Professional services</b>        | \$6,638            |
| <b>Interest and fiscal charges</b>  | \$121,636          |
| <b>DOR fees</b>                     | \$150              |
| <b>Discount on long-term debt</b>   |                    |
| <b>Debt issuance costs</b>          | \$10,921           |
| <b>Principal on long-term debt</b>  | \$315,000          |
| <b>Environmental costs</b>          |                    |
| <b>Real property assembly costs</b> |                    |
| <b>Allocation to another TID</b>    |                    |
| <b>Developer grants</b>             |                    |
| Developer name    DDL Project Grant | \$2,310,184        |
| <b>Transfer to other funds</b>      |                    |
| <b>Other expenditures</b>           |                    |
| <b>Total Expenditures</b>           | <b>\$2,812,821</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>       |
|----------------------------------------|---------------------|
| <b>TID fund balance at end of year</b> | <b>\$-2,474,832</b> |
| <b>Future costs</b>                    | <b>\$11,667,541</b> |
| <b>Future revenue</b>                  | <b>\$15,232,529</b> |
| <b>Surplus or deficit</b>              | <b>\$1,090,156</b>  |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

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|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| Section 1 - Municipality and TID |                                  |                                    |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|------------------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                                    | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>016</b>         | TID type<br><b>2</b>             | TID name<br><b>Military Avenue</b> | Creation date<br><b>05/06/2007</b> | Mandatory termination date<br><b>05/06/2034</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount    |
|---------------------------------------|-----------|
| TID fund balance at beginning of year | \$-84,898 |

| Section 3 - Revenue         | Amount    |
|-----------------------------|-----------|
| Tax increment               | \$376,702 |
| Investment income           | \$1,153   |
| Debt proceeds               |           |
| Special assessments         |           |
| Shared revenue              | \$61,183  |
| Sale of property            |           |
| Allocation from another TID |           |
| Developer guarantees        |           |
| Transfer from other funds   |           |
| Grants                      |           |
| Other revenue               |           |
| Total Revenue (deposits)    | \$439,038 |



|                        |                          |                                   |
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| <b>Section 4 - Expenditures</b>                   | <b>Amount</b>   |
|---------------------------------------------------|-----------------|
| <b>Capital expenditures</b>                       |                 |
| <b>Administration</b>                             | \$10,395        |
| <b>Professional services</b>                      | \$840           |
| <b>Interest and fiscal charges</b>                | \$12,411        |
| <b>DOR fees</b>                                   | \$150           |
| <b>Discount on long-term debt</b>                 |                 |
| <b>Debt issuance costs</b>                        |                 |
| <b>Principal on long-term debt</b>                | \$15,000        |
| <b>Environmental costs</b>                        |                 |
| <b>Real property assembly costs</b>               |                 |
| <b>Allocation to another TID</b>                  |                 |
| <b>Developer grants</b>                           |                 |
| Developer name Burlington and Broadway Automotive | \$40,000        |
| <b>Transfer to other funds</b>                    |                 |
| <b>Other expenditures</b>                         |                 |
| <b>Total Expenditures</b>                         | <b>\$78,796</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>      |
|----------------------------------------|--------------------|
| <b>TID fund balance at end of year</b> | <b>\$275,344</b>   |
| <b>Future costs</b>                    | <b>\$7,322,701</b> |
| <b>Future revenue</b>                  | <b>\$7,494,328</b> |
| <b>Surplus or deficit</b>              | <b>\$446,971</b>   |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

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|------------------------|--------------------------|-----------------------------------|
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| Section 1 - Municipality and TID |                                  |                                      |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|--------------------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                                      | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>018</b>         | TID type<br><b>3</b>             | TID name<br><b>University Avenue</b> | Creation date<br><b>10/06/2015</b> | Mandatory termination date<br><b>10/06/2043</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount              |
|---------------------------------------|---------------------|
| TID fund balance at beginning of year | <b>\$-1,367,654</b> |

| Section 3 - Revenue         | Amount           |
|-----------------------------|------------------|
| Tax increment               | \$362,740        |
| Investment income           |                  |
| Debt proceeds               |                  |
| Special assessments         |                  |
| Shared revenue              | \$11,324         |
| Sale of property            |                  |
| Allocation from another TID |                  |
| Developer guarantees        |                  |
| Transfer from other funds   |                  |
| Grants                      |                  |
| Other revenue               |                  |
| Total Revenue (deposits)    | <b>\$374,064</b> |

| Form<br>PE-300                                              | TID Annual Report    |                                          | 2020<br>WI Dept of Revenue |
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| <b>Section 4 - Expenditures</b>                             |                      | <b>Amount</b>                            |                            |
| <b>Capital expenditures</b>                                 |                      |                                          |                            |
| <b>Administration</b>                                       |                      | \$18,777                                 |                            |
| <b>Professional services</b>                                |                      | \$835                                    |                            |
| <b>Interest and fiscal charges</b>                          |                      | \$5,615                                  |                            |
| <b>DOR fees</b>                                             |                      | \$150                                    |                            |
| <b>Discount on long-term debt</b>                           |                      |                                          |                            |
| <b>Debt issuance costs</b>                                  |                      |                                          |                            |
| <b>Principal on long-term debt</b>                          |                      |                                          |                            |
| <b>Environmental costs</b>                                  |                      |                                          |                            |
| <b>Real property assembly costs</b>                         |                      |                                          |                            |
| <b>Allocation to another TID</b>                            |                      |                                          |                            |
| <b>Developer grants</b>                                     |                      |                                          |                            |
| Developer name                                              | JBS project grant    | \$0                                      |                            |
| Developer name                                              | Festival Foods paygo | \$180,816                                |                            |
| <b>Transfer to other funds</b>                              |                      |                                          |                            |
| <b>Other expenditures</b>                                   |                      |                                          |                            |
| <b>Total Expenditures</b>                                   |                      | <b>\$206,193</b>                         |                            |
| <b>Section 5 - Ending Balance</b>                           |                      | <b>Amount</b>                            |                            |
| <b>TID fund balance at end of year</b>                      |                      | <b>\$-1,199,783</b>                      |                            |
| <b>Future costs</b>                                         |                      | <b>\$13,355,959</b>                      |                            |
| <b>Future revenue</b>                                       |                      | <b>\$17,582,893</b>                      |                            |
| <b>Surplus or deficit</b>                                   |                      | <b>\$3,027,151</b>                       |                            |
| <b>Section 6 - Preparer/Contact Information</b>             |                      |                                          |                            |
| Preparer name<br><b>Stephanie Schmutzer</b>                 |                      | Preparer title<br><b>ACCOUNTANT</b>      |                            |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> |                      | Preparer phone<br><b>(920) 448-3409</b>  |                            |
| Contact name<br><b>DIANA ELLENBECKER</b>                    |                      | Contact title<br><b>FINANCE DIRECTOR</b> |                            |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    |                      | Contact phone<br><b>(920) 448-3025</b>   |                            |

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| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| Section 1 - Municipality and TID |                                  |                                   |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|-----------------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                                   | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>019</b>         | TID type<br><b>3</b>             | TID name<br><b>East Town Mall</b> | Creation date<br><b>09/19/2017</b> | Mandatory termination date<br><b>09/19/2044</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount   |
|---------------------------------------|----------|
| TID fund balance at beginning of year | \$90,906 |

| Section 3 - Revenue         | Amount    |
|-----------------------------|-----------|
| Tax increment               | \$207,573 |
| Investment income           | \$1,203   |
| Debt proceeds               |           |
| Special assessments         |           |
| Shared revenue              |           |
| Sale of property            |           |
| Allocation from another TID |           |
| Developer guarantees        |           |
| Transfer from other funds   |           |
| Grants                      |           |
| Other revenue               |           |
| Total Revenue (deposits)    | \$208,776 |



|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
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| <b>Section 4 - Expenditures</b>      | <b>Amount</b>    |
|--------------------------------------|------------------|
| <b>Capital expenditures</b>          |                  |
| <b>Administration</b>                | \$14,868         |
| <b>Professional services</b>         | \$755            |
| <b>Interest and fiscal charges</b>   |                  |
| <b>DOR fees</b>                      | \$150            |
| <b>Discount on long-term debt</b>    |                  |
| <b>Debt issuance costs</b>           |                  |
| <b>Principal on long-term debt</b>   |                  |
| <b>Environmental costs</b>           |                  |
| <b>Real property assembly costs</b>  |                  |
| <b>Allocation to another TID</b>     |                  |
| <b>Developer grants</b>              |                  |
| Developer name    Green Bay East LLC | \$109,436        |
| <b>Transfer to other funds</b>       |                  |
| <b>Other expenditures</b>            |                  |
| <b>Total Expenditures</b>            | <b>\$125,209</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>      |
|----------------------------------------|--------------------|
| <b>TID fund balance at end of year</b> | <b>\$174,473</b>   |
| <b>Future costs</b>                    | <b>\$6,819,075</b> |
| <b>Future revenue</b>                  | <b>\$7,343,451</b> |
| <b>Surplus or deficit</b>              | <b>\$698,849</b>   |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

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|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| Section 1 - Municipality and TID |                                  |                                 |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|---------------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                                 | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>020</b>         | TID type<br><b>3</b>             | TID name<br><b>WHITNEY PARK</b> | Creation date<br><b>09/25/2018</b> | Mandatory termination date<br><b>09/25/2045</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount    |
|---------------------------------------|-----------|
| TID fund balance at beginning of year | \$-29,590 |

| Section 3 - Revenue         | Amount  |
|-----------------------------|---------|
| Tax increment               | \$6,869 |
| Investment income           |         |
| Debt proceeds               |         |
| Special assessments         |         |
| Shared revenue              |         |
| Sale of property            |         |
| Allocation from another TID |         |
| Developer guarantees        |         |
| Transfer from other funds   |         |
| Grants                      |         |
| Other revenue               |         |
| Total Revenue (deposits)    | \$6,869 |

|                        |                          |                                   |
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| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| <b>Section 4 - Expenditures</b>     | <b>Amount</b>   |
|-------------------------------------|-----------------|
| <b>Capital expenditures</b>         |                 |
| <b>Administration</b>               | \$12,612        |
| <b>Professional services</b>        | \$650           |
| <b>Interest and fiscal charges</b>  | \$115           |
| <b>DOR fees</b>                     | \$150           |
| <b>Discount on long-term debt</b>   |                 |
| <b>Debt issuance costs</b>          |                 |
| <b>Principal on long-term debt</b>  |                 |
| <b>Environmental costs</b>          |                 |
| <b>Real property assembly costs</b> |                 |
| <b>Allocation to another TID</b>    |                 |
| <b>Developer grants</b>             |                 |
| Developer name    N/A               | \$0             |
| <b>Transfer to other funds</b>      |                 |
| <b>Other expenditures</b>           |                 |
| <b>Total Expenditures</b>           | <b>\$13,527</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>      |
|----------------------------------------|--------------------|
| <b>TID fund balance at end of year</b> | <b>\$-36,248</b>   |
| <b>Future costs</b>                    | <b>\$4,543,027</b> |
| <b>Future revenue</b>                  | <b>\$5,263,311</b> |
| <b>Surplus or deficit</b>              | <b>\$684,036</b>   |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

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| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| <b>Section 1 - Municipality and TID</b> |
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|------------------------------|----------------------------------|----------------------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b> | Municipality<br><b>GREEN BAY</b> |                                        | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>021</b>     | TID type<br><b>2</b>             | TID name<br><b>GREEN BAY PACKAGING</b> | Creation date<br><b>09/25/2018</b> | Mandatory termination date<br><b>09/25/2045</b> | Expected termination date<br><b>N/A</b> |

|                                              |                  |
|----------------------------------------------|------------------|
| <b>Section 2 - Beginning Balance</b>         | <b>Amount</b>    |
| <b>TID fund balance at beginning of year</b> | <b>\$-41,391</b> |

|                                    |                 |
|------------------------------------|-----------------|
| <b>Section 3 - Revenue</b>         | <b>Amount</b>   |
| <b>Tax increment</b>               | <b>\$36,119</b> |
| <b>Investment income</b>           |                 |
| <b>Debt proceeds</b>               |                 |
| <b>Special assessments</b>         |                 |
| <b>Shared revenue</b>              |                 |
| <b>Sale of property</b>            |                 |
| <b>Allocation from another TID</b> |                 |
| <b>Developer guarantees</b>        |                 |
| <b>Transfer from other funds</b>   |                 |
| <b>Grants</b>                      |                 |
| <b>Other revenue</b>               |                 |
| <b>Total Revenue (deposits)</b>    | <b>\$36,119</b> |



|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
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| <b>Section 4 - Expenditures</b>     | <b>Amount</b>   |
|-------------------------------------|-----------------|
| <b>Capital expenditures</b>         |                 |
| <b>Administration</b>               | \$24,871        |
| <b>Professional services</b>        | \$670           |
| <b>Interest and fiscal charges</b>  | \$46            |
| <b>DOR fees</b>                     | \$150           |
| <b>Discount on long-term debt</b>   |                 |
| <b>Debt issuance costs</b>          |                 |
| <b>Principal on long-term debt</b>  |                 |
| <b>Environmental costs</b>          |                 |
| <b>Real property assembly costs</b> |                 |
| <b>Allocation to another TID</b>    |                 |
| <b>Developer grants</b>             |                 |
| Developer name    N/A               | \$0             |
| <b>Transfer to other funds</b>      |                 |
| <b>Other expenditures</b>           |                 |
| <b>Total Expenditures</b>           | <b>\$25,737</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>       |
|----------------------------------------|---------------------|
| <b>TID fund balance at end of year</b> | <b>\$-31,009</b>    |
| <b>Future costs</b>                    | <b>\$44,469,483</b> |
| <b>Future revenue</b>                  | <b>\$46,281,992</b> |
| <b>Surplus or deficit</b>              | <b>\$1,781,500</b>  |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

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|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| Section 1 - Municipality and TID |                                  |                             |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|-----------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                             | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>022</b>         | TID type<br><b>2</b>             | TID name<br><b>SHIPYAED</b> | Creation date<br><b>09/17/2019</b> | Mandatory termination date<br><b>09/17/2046</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount           |
|---------------------------------------|------------------|
| TID fund balance at beginning of year | <b>\$-27,321</b> |

| Section 3 - Revenue             | Amount             |
|---------------------------------|--------------------|
| Tax increment                   | \$0                |
| Investment income               | \$1,016            |
| Debt proceeds                   | \$2,000,000        |
| Special assessments             |                    |
| Shared revenue                  |                    |
| Sale of property                |                    |
| Allocation from another TID     |                    |
| TID number 005                  | \$1,712,376        |
| Developer guarantees            |                    |
| Transfer from other funds       |                    |
| Grants                          |                    |
| Other revenue                   |                    |
| Source RENTS                    | \$4,600            |
| <b>Total Revenue (deposits)</b> | <b>\$3,717,992</b> |

|                        |                          |                                   |
|------------------------|--------------------------|-----------------------------------|
| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| <b>Section 4 - Expenditures</b>        | <b>Amount</b>      |
|----------------------------------------|--------------------|
| <b>Capital expenditures</b>            | \$908,877          |
| <b>Administration</b>                  | \$18,948           |
| <b>Professional services</b>           | \$9,241            |
| <b>Interest and fiscal charges</b>     | \$109              |
| <b>DOR fees</b>                        | \$150              |
| <b>Discount on long-term debt</b>      |                    |
| <b>Debt issuance costs</b>             | \$13,533           |
| <b>Principal on long-term debt</b>     |                    |
| <b>Environmental costs</b>             |                    |
| <b>Real property assembly costs</b>    |                    |
| <b>Allocation to another TID</b>       |                    |
| <b>Developer grants</b>                |                    |
| Developer name    NONE                 | \$0                |
| <b>Transfer to other funds</b>         |                    |
| <b>Other expenditures</b>              |                    |
| Name                  PURCHASE OF LAND | \$118,646          |
| Name                  UTILITIES        | \$23,713           |
| <b>Total Expenditures</b>              | <b>\$1,093,217</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>       |
|----------------------------------------|---------------------|
| <b>TID fund balance at end of year</b> | <b>\$2,597,454</b>  |
| <b>Future costs</b>                    | <b>\$34,782,200</b> |
| <b>Future revenue</b>                  | <b>\$36,477,469</b> |
| <b>Surplus or deficit</b>              | <b>\$4,292,723</b>  |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |

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| Section 1 - Municipality and TID |                                  |                                     |                                    |                                                 |                                         |
|----------------------------------|----------------------------------|-------------------------------------|------------------------------------|-------------------------------------------------|-----------------------------------------|
| Co-muni code<br><b>05231</b>     | Municipality<br><b>GREEN BAY</b> |                                     | County<br><b>BROWN</b>             | Due date<br><b>07/01/2021</b>                   | Report type<br><b>ORIGINAL</b>          |
| TID number<br><b>023</b>         | TID type<br><b>2</b>             | TID name<br><b>LEDGENS DISTRICT</b> | Creation date<br><b>09/17/2019</b> | Mandatory termination date<br><b>09/17/2046</b> | Expected termination date<br><b>N/A</b> |

| Section 2 - Beginning Balance         | Amount           |
|---------------------------------------|------------------|
| TID fund balance at beginning of year | <b>\$-13,184</b> |

| Section 3 - Revenue         | Amount     |
|-----------------------------|------------|
| Tax increment               | \$0        |
| Investment income           |            |
| Debt proceeds               |            |
| Special assessments         |            |
| Shared revenue              |            |
| Sale of property            |            |
| Allocation from another TID |            |
| Developer guarantees        |            |
| Transfer from other funds   |            |
| Grants                      |            |
| Other revenue               |            |
| Total Revenue (deposits)    | <b>\$0</b> |



|                        |                          |                                   |
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| <b>Form<br/>PE-300</b> | <b>TID Annual Report</b> | <b>2020</b><br>WI Dept of Revenue |
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| <b>Section 4 - Expenditures</b>     | <b>Amount</b>   |
|-------------------------------------|-----------------|
| <b>Capital expenditures</b>         |                 |
| <b>Administration</b>               | \$11,510        |
| <b>Professional services</b>        | \$650           |
| <b>Interest and fiscal charges</b>  | \$60            |
| <b>DOR fees</b>                     | \$150           |
| <b>Discount on long-term debt</b>   |                 |
| <b>Debt issuance costs</b>          |                 |
| <b>Principal on long-term debt</b>  |                 |
| <b>Environmental costs</b>          |                 |
| <b>Real property assembly costs</b> |                 |
| <b>Allocation to another TID</b>    |                 |
| <b>Developer grants</b>             |                 |
| Developer name NONE                 | \$0             |
| <b>Transfer to other funds</b>      |                 |
| <b>Other expenditures</b>           |                 |
| <b>Total Expenditures</b>           | <b>\$12,370</b> |

| <b>Section 5 - Ending Balance</b>      | <b>Amount</b>      |
|----------------------------------------|--------------------|
| <b>TID fund balance at end of year</b> | <b>\$-25,554</b>   |
| <b>Future costs</b>                    | <b>\$7,944,738</b> |
| <b>Future revenue</b>                  | <b>\$9,241,037</b> |
| <b>Surplus or deficit</b>              | <b>\$1,270,745</b> |

| <b>Section 6 - Preparer/Contact Information</b>             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| Preparer name<br><b>Stephanie Schmutzer</b>                 | Preparer title<br><b>ACCOUNTANT</b>      |
| Preparer email<br><b>stephanie.schmutzer@greenbaywi.gov</b> | Preparer phone<br><b>(920) 448-3409</b>  |
| Contact name<br><b>DIANA ELLENBECKER</b>                    | Contact title<br><b>FINANCE DIRECTOR</b> |
| Contact email<br><b>DIANA.ELLENBECKER@GREENBAYWI.GOV</b>    | Contact phone<br><b>(920) 448-3025</b>   |



Report to the  
**Economic Development Authority  
of the City of Green Bay**

**MEETING DATE**

June 29, 2021

**PREPARED BY**

Matt Buchanan, Staff

**AGENDA ITEM # U.1**

To adopt the Brownfields Revolving Loan Fund Policies and Procedures.

**BACKGROUND**

In 2020, the US Environmental Protection Agency (EPA) awarded the City of Green Bay an \$800,000 grant to establish a Brownfield Revolving Loan Fund (BRLF) to provide loans and/or sub-grants for environmental cleanup on publicly or privately owned property. The purpose of the Brownfields RLF is to facilitate the environmental cleanup and redevelopment of underutilized properties that may be contaminated with hazardous substances and/or petroleum. The program offers financing in the form of loans or sub-grants for environmental cleanup to qualifying entities on eligible sites. Applicants for environmental cleanup loans or sub-grants must provide a cost share (match) equal to or exceeding 20 percent of the loan or sub-grant amount.

The policies and procedures being considered for adoption will establish the City's processes for application review, underwriting procedures, loan/sub-grant parameters and loan/sub-grant servicing procedures. The policies and procedures also reiterate EPA requirements on eligibility, community involvement, cleanup oversight and compliance on applicable federal requirements. Once the policies and procedures are formally adopted, staff can immediately begin marketing the program and start accepting pre-applications.

**RECOMMENDATION**

Staff recommends adoption of the Brownfields Revolving Loan Fund policies and procedures.

**FISCAL IMPACT**

The EPA requires a 20 percent local match for the \$800,000 grant provided to create the Revolving Loan Fund (RLF) program. Therefore, \$160,000 in local dollars must be invested in the program. This local investment will be provided through in-kind staff hours, RLF borrowers' contribution in their cleanup project and potentially Tax Increment District (TID) investment in cleanup projects. The local investment in the program will be paid over the EPA's five-year grant period that ends in late 2025.

**ATTACHMENTS**

- I. Draft Brownfields RLF Policies and Procedures



**CITY OF GREEN BAY**  
**BROWNFIELD REVOLVING LOAN FUND (BRLF)**  
**POLICIES AND PROCEDURES**



Funded by the U.S. Environmental Protection Agency  
Cooperative Agreement # BF 00E02894

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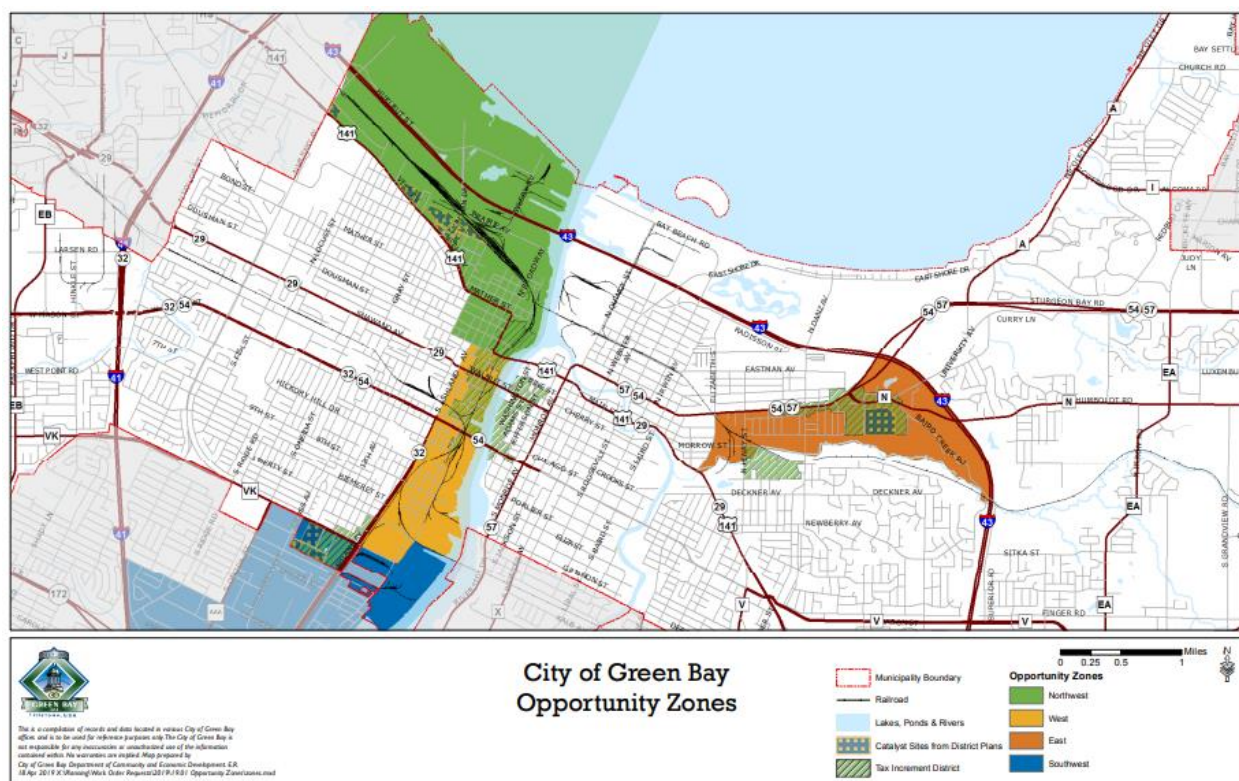
## POLICIES AND PROCEDURES

### BROWNFIELD REVOLVING LOAN FUND (BRLF) PROGRAM

#### Program Purpose & Overview

In 2020, the US Environmental Protection Agency (EPA) awarded the City of Green Bay an \$800,000 grant to establish a Brownfield Revolving Loan Fund (BRLF) to provide loans and/or sub-grants for environmental cleanup on publicly or privately owned property. The purpose of the City of Green Bay's Brownfields RLF is to facilitate the environmental cleanup and redevelopment of underutilized properties that may be contaminated with hazardous substances and/or petroleum. The program offers financing in the form of loans or sub-grants for environmental cleanup to qualifying entities on eligible sites. Applicants for environmental cleanup loans or sub-grants must provide a cost share (match) equal to or exceeding 20% of the loan or sub-grant amount.

Though funds may be dedicated to sites throughout the City of Green Bay, priority will be given to sites within the City's qualified Opportunity Zones. The City of Green Bay has four federally designated Opportunity Zones which are mapped and further described below:



- Northwest (green): north of Velp and Walnut, east of Norwood, from the western City boundary to the Fox River
- West (yellow): between Ashland and the Fox River, south of Walnut to Lombardi
- Southwest (blue): between Holmgren and the Fox River, south of Lombardi to the southern City boundary
- East (orange): between University and Baird Creek, from Elizabeth Street to Interstate 43

## Applicant Eligibility

### Loan Applicants

Projects and borrowers are subject to EPA review and approval. Eligible loan applicants may be public or private entities, or individuals. A loan applicant does NOT need to be the site owner. If the applicant is or will be the site owner/operator during the EPA funded remediation, EPA requires that they must demonstrate one or more of the following CERCLA liability defenses:

1. Bona Fide Prospective Purchaser
2. Contiguous Property Owner, or
3. Innocent Landowner

For purposes of EPA RLF eligibility, it is very difficult to document the liability defense criteria for either Contiguous Property Owner or Innocent Landowner. As such, the City will only consider applications from those applicants who meet the Bona Fide Prospective Purchaser CERCLA liability defense criteria.

The applicant as a site owner must affirm and document that they:

- Acquired the property after January 11, 2002;
- Conducted “all appropriate inquiry” (as defined by the EPA) before purchasing the property;
- Has no affiliation with any party liable for the contamination;
- Acquired the property after the time of contamination;
- Have not caused, contributed to, permitted or exacerbated the release of contamination on the property;
- Have complied with land use restrictions and not impeded institutional controls;
- Have taken reasonable steps to manage releases;
- Have provided full cooperation/assistance/access for regulatory inquiries and actions related to the contamination at the site; and
- Have provided all legally required notices with respect to the discovery or release of contamination at the site.

If the applicant is a unit of local government, and cannot demonstrate the Bona Fide Prospective Purchaser liability defense, additional CERCLA exemption criteria may apply which could allow such borrowers to be deemed eligible to receive a loan, such as:

- Acquired the property from another unit of local government for purposes of advancing redevelopment;
- Acquired via escheat, tax foreclosure, and/or eminent domain to serve the general public; and
- Acquired the property prior to January 11, 2002.

Additionally, all applicants must meet all the following criteria:

- Applicant is authorized to incur debt and enter into legally binding agreements;
- Applicant is in good financial standing, current on all City, state, and federal financial obligations, and can demonstrate ability to repay the loan and complete the project successfully. The borrower needs to demonstrate that it has secured financing necessary to complete the project.
- Applicant has an economically viable remediation/redevelopment plan.

Entities that have been suspended, debarred or declared ineligible for Federal financial assistance programs are not eligible for program loans or sub-grants. The City, as part of the application vetting process, will check the System for Award Management (SAM.gov) for exclusion records for the entity. All entities receiving RLF funding will be required to be registered in SAM.gov prior to entering into a

loan (or Sub-grant) agreement.

### Sub-grant Applicant Eligibility

Entities eligible to apply for sub-grants are limited to states, political subdivisions (units of local governments), US territories, Indian tribes, and non-profit organizations with 501(c)(3) tax-exempt status. For-profit organizations and individuals are not eligible for remediation sub-grants. Eligible sub-grant applicants must meet the same criteria for loan applicants except Sub-grant recipients must own the site at the time of the funding award and must retain ownership of the site until completion of EPA funded portion of the remediation.

### Site Eligibility

Sites eligible for cleanup activities with brownfields funding dollars must satisfy the definition of a brownfield site as defined by EPA. With certain legal exclusions and additions, the term "brownfield site" generally means real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The full definition of a brownfield is found in Public Law 107-118 (H.R. 2869), the "Small Business Liability Relief and Brownfields Revitalization Act", signed into law January 11, 2002. [View the text of the law \(PDF\)](#).

Additional site eligibility requirements include:

- Phase I and Phase II Environmental Site Assessments (ESAs) or their equivalents have been completed in accordance with ASTM standards;
- U.S. EPA-approval of the site and the borrower or sub-grantee;
- For petroleum contaminated sites, when applicable, WDNR-approved eligibility determinations.
- Comply with release or spill reporting requirements of and [Wis. Admin. Code Chapter NR 706](#).
- Comply with the response action requirements in Wis. Admin. Chapters NR 700 to 754.

Ineligible sites include:

- Sites for which the City of Green Bay is potentially liable under CERCLA;
- Sites listed or proposed for listing on the National Priorities List;
- Sites subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- Sites for which a loan or sub-grant applicant is potentially liable under CERCLA;
- Sites that are subject to the jurisdiction, custody of the United States government except land held in trust by the United States Government for an Indian tribe.

Should a site be subject to the jurisdiction of other EPA regulatory programs such as the Toxic Substances Control Act or the Resource Conservation Recovery Act, the site may still be eligible for receipt of EPA RLF funding with the EPA approval of a property specific funding determination. The prospective borrower or sub-grantee will be required to provide additional information as needed for the City to submit such a determination request to EPA.

### Historic Preservation

Applicants must submit any pre-1946 buildings that may be impacted, or are adjacent to areas impacted by cleanup activities, to the EPA and State Historic Preservation Office (SHPO) for review for potential applicability of the National Historic Preservation Act (NHPA). If NHPA is applicable, applicant must

comply with any requirements of the NHPA in implementing cleanup activities. Documentation of Section 106 compliance will be required prior to the disbursement EPA RLF funding.

### **Project Eligibility**

RLF program funds may only be used for projects with substantial eligible costs that are directly associated with remediation activities. Those costs and activities are further described below; however, project eligibility should be confirmed by City staff or the City's contracted Qualified Environmental Professional (QEP) at the pre-application meeting, or before a formal application is submitted. Final authorization is contingent upon the RLF Committee and U.S. EPA approvals.

#### **Borrower and Sub-grantee Eligible Activities & Costs**

Eligible project costs include the following:

1. Costs associated with removing, mitigating, or preventing the release or threat of release of a hazardous substance, pollutant, contaminant, petroleum product or controlled substance into the environment including:
  - a. Fences, warning signs, or other security or site control precautions
  - b. Drainage control
  - c. Stabilization of berms, dikes, or impoundments or drainage or closing lagoons
  - d. Capping of contaminated materials
  - e. Chemicals and other materials or methods to slow the spread of the release or mitigate its effects
  - f. Excavation, consolidation, or removal of highly contaminated soils from drainage or other areas
  - g. Removal of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants or contaminants
  - h. Containment, treatment, disposal, or incineration of hazardous materials
  - i. Provision of alternative water supply where necessary immediately to reduce exposure to contaminated household water and continuing until such time as local authorities can satisfy the need for permanent remedy
2. Site monitoring costs, including sampling and analysis that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup.
3. Costs associated with meeting the public participation, worker health and safety and interagency coordination requirements.
4. Costs associated with removal activities, including demolition and/or site preparation that are part of site cleanup.
5. Environmental Insurance Premiums.
6. Other approved cleanup costs deemed eligible by the City of Green Bay and the U.S. EPA. Preference will be given to cleanup activities required by WDNR or EPA.

#### **Borrower and Sub-grantee Ineligible Activities & Costs**

Brownfields RLF funds cannot be used for many activities including the following:

1. Pre-cleanup environmental activities (e.g., Phase I and Phase II ESA, identification, and pre-remediation characterization with the exception of site monitoring activities)
2. Addressing public or private drinking water supplies that have deteriorated through ordinary use
3. A cleanup cost at a brownfield site for which the City of Green Bay and/or the sub-grant or loan



applicant is potentially liable under CERCLA

4. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action
5. Construction, demolition, and development activities that are not cleanup related
6. Cost sharing or matching requirement for another federal grant (absent statutory authorization)
7. Support of job training unrelated to performing the cleanup
8. Payment of a penalty or fine
9. Payment as a cost of compliance with any federal law, excluding the cost of compliance with laws applicable for cleanup
10. Unallowable costs (e.g. lobbying and fundraising) under applicable OMB Circulars.

### Green Bay Administrative Activities & Costs

Up to 5% of the EPA RLF award provided to the City is able to be used for certain direct and indirect administrative costs incurred to comply with 2 CFR Part 200 and 1500. These generally include the following:

1. Record-keeping associated with equipment purchases;
2. Preparing revisions and changes to budgets, scopes of work, and other activities;
3. Preparing payment requests and handling payments;
4. Non-federal audits; and
5. Closeout of the cooperative agreement with the exception of preparing the final performance report.

### Green Bay Programmatic Costs

The following activities are considered programmatic costs and are NOT subject to the 5% EPA RLF award limitation described above. Eligible programmatic costs generally include the following:

1. Expenses for making and managing loans;
2. Expenses, including financial management expenses, for operating the revolving loan fund;
3. Performance and financial reporting (Quarterly Reports, Federal Financial Reports, etc);
4. Operation of public document repository associated with remediation of a site;
5. Title searches associated with making a loan or a sub-grant; and
6. Legal services for reviewing loan or sub-grant agreements.

## Application Process

### Pre-Application

Potential applicants are required to submit a Pre-application Form before a formal invitation to apply will be extended. City staff strongly encourages potential applicants to review all guidelines and application requirements and meet with City staff prior to compiling any pre-application information. City staff, the City's QEP, and the EPA will rely on the Pre-application Form to determine, to the extent possible, that the applicant, the site, and the project are all eligible. The City's designated staff will review the preliminary budget to gauge the project's financial viability and to confirm the minimum cost share requirements may be met.

Pre-Applicants are required to submit the following Pre-Application materials to City staff:

1. Remedial Action Plan (RAP) and any WDNR correspondence.
2. Proposed site redevelopment plan.
3. Preliminary budget demonstrating that the 20% cost share will be met.
4. Completed B-RLF Loan Pre-Application (Sections 1-8 of this document).

#### Application and Required Materials

After the Pre-Application is complete and an invitation to submit a Final Application has been extended by City staff, applicants are required to submit a completed RLF application form with the following attachments:

1. History of the business/entity and description of the management experience of the principals (i.e. resumes).
2. For loan applicants, three years of financial statements, Federal income tax returns, references and any other relevant market data.
3. For sub-grant applicants, documentation of being a 501( C) 3 non-profit or other eligible entity as well as information detailing how the project will significantly benefit the community, particularly how it will meet any of the considerations set for in the Sub-grant Parameters & Cost Share section above.
4. Compliance History – Applicants must submit information regarding the overall environmental compliance history at the site subject to the loan or sub-grant. This includes any penalties resulting from environmental noncompliance.
3. Phase I and Phase II Environmental Site Assessment reports and any supplemental investigation reports.
4. Documentation of site control. If the property has been or will be acquired, applicants must provide documentation of ownership to include how and when the property was/will be acquired.
5. Remedial Action Plan – A WDNR-approved technical plan of work to be done including any contracts (acquired or needed).
6. Detailed cost estimate of the remediation costs indicating which line items are expected to be provided as match contribution and which line items comprise the loan / sub-grant funding request.
7. Financial Plan – Pro-forma financial statements which demonstrate the economic viability of the project and identify sources of repayment for the loan.

Cleanup projects that also include site redevelopment must also include the following documents:

8. Redevelopment site plans demonstrating location, size, and physical characteristics of site
9. Conceptual renderings or building elevation drawings of the proposed redevelopment
10. Detailed redevelopment timeline
11. Redevelopment narrative describing the overall project and addresses the following:
  - a. Developer experience and qualifications
  - b. Established project partners and leveraged funds secured
  - c. Estimated increase in property valuation (including how it has been calculated)
  - d. Compliance with established City Plans and zoning regulations

- e. Mitigation of threats to human health or the environment
- f. Impact on sensitive or disadvantaged populations
- g. Estimated number and type of housing units to be created (if applicable)
- h. Estimated number and types of jobs to be created and/or retained
- i. Environmental sustainability (e.g., proposed use of green infrastructure, sustainable building materials, energy efficiency, LEED certifications).

Remedial action plans and environmental reports must be prepared in a format and with necessary content approvable by the City's Qualified Environmental Professional and Wisconsin Department of Natural Resources.

### Review and Approval

Applications will be reviewed by the Revolving Loan Fund (RLF) Review Committee for financial risk, environmental risk, and redevelopment potential. It is the goal of the program to respond to applicants in writing within 45 days of submission of a complete application. Once deemed complete, staff will score the application based on the following criteria:

1. Project Feasibility – The applicant has demonstrated progress beyond initial discovery and has solid preliminary findings to support overall project feasibility. The proposed timeline and project budget are reasonable to achieve successful project completion.
2. Leveraged Funds – The applicant has secured additional funds beyond the loan/sub-grant for site cleanup or redevelopment.
3. Experience – The applicant has provided detailed examples of similar projects they have successfully completed.
4. Compliance with Existing Plans – The project conforms to redevelopment goals established in existing City plans. Projects located within the Opportunity Zone Target Areas will be given preference, coinciding efforts with the implementation of their associated City Plans.
5. Mitigation of threats to human health or the environment – The project demonstrates a significant impact on environmental and public health.
6. Impact on Sensitive Populations – The project demonstrates a measurable positive impact to economically vulnerable and disadvantaged populations.
7. Impact on the Lower Fox River Watershed – The project will reduce contaminated runoff, benefiting the Fox River and its tributaries.
8. Neighborhood Revitalization – The project will significantly reduce blight and stabilize area property values.
9. Housing Creation – The project creates new housing units, with greater preference given toward projects that provide affordable housing (reserved for households at or below 60% of the area median income).
10. Job Creation – The project retains and/or creates permanent jobs.
11. Environmental Sustainability – The project implements sustainability principles that minimize environmental impacts. This may be achieved through incorporation of green infrastructure, sustainable building materials, renewable energy, energy efficiency, pervious surfaces, etc.

Application scores will guide staff in their recommendation for loan/sub-grant amounts, loan terms and interest rates, and ultimately the application's approval or denial. Staff recommendations will be considered by the RLF Committee, who will have final authority over approvals and denials.

### **General Loan Underwriting Procedures**

Applicants must be current on all taxes including but not limited to withholding tax, sales tax, FICA, real estate tax or any tax when assessed. The City's Loan Administrator will perform the initial review to evaluate credit worthiness and economic impact of the proposal. If the initial screening process indicates that the loan may qualify, a credit check will be conducted. A report will be prepared and submitted to the Revolving Loan Fund Committee that will fully state all relevant facts of the proposal, its terms, structure, collateral, rate, and any other pertinent comments including a recommendation. Upon approval of the loan the City shall forward a copy of the loan commitment, which shall have a certain expiration date, to be executed by the loan recipient and the City. Upon receipt of a properly executed loan commitment, the Loan Administrator shall prepare the appropriate closing loan documents.

## **Loan & Sub-grant Parameters**

### **Loan Parameters**

The preferred loan amounts will be a minimum of one hundred thousand dollars (\$100,000); no maximum loan limit will be established to ensure flexibility. Loan details such as interest rate, terms, equity, and collateral will be flexible and determined by the RLF Committee on a project-specific basis. Brownfields RLF funding provides favorable financing terms to provide gap financing in support of redevelopment in Green Bay. Brownfield RLF loans shall have a fixed rate of interest of no more than 4.0%. All rates will be fixed at the time of the loan closing.

### **Loan Maturity**

The maximum term of the loan will generally be 20 years with payments on a monthly basis. All loans will be on a full payout basis -- there shall be no penalties for early payoffs. Terms for interest only payments may be incorporated in the agreement for the period that the site is being remediated, not to exceed 24 months.

### **Loan Cost Share**

Evidence of a cost share of at least 20% of the loan amount will be required of all loan recipients. Cost share may be in the form of a contribution of money, labor, materials, or services from a non-federal source. The cost share contribution must be for costs that are eligible and allowable under the Cooperative Agreement between the City and the EPA and must be supported by adequate documentation.

### **Loan Discounts**

In order to encourage publically facilitated high impact cleanups, loan discounts may be offered on a project-by-project basis to eligible non-profit, state, and/or local governmental borrowers. Under no circumstances will loan discounts, also known as principal forgiveness, be offered to private, for profit entities. Loan discounts will be capped at 30% of a given loan amount and will not exceed \$200,000 per project. Loan discounts will not be used on projects in conjunction with sub-grant awards. The aggregate amount of loan discounts plus the amount of sub-granted funds will not exceed 40% of the total amount of EPA RLF funded awarded to the City of Green Bay.



### Collateral

The RLF requires a shared priority mortgage and/or first lien position on the collateralized asset, with the RLF loan repayment proceeds authorized via a multi-party agreement between the participating lender(s), the RLF, and the Borrower. Personal guarantees are required from owners with more than 20 percent ownership in the company or entity that borrows the funds.

The RLF Committee may consider, in appropriate circumstances, other types of credit enhancement, such as a shared priority mortgage. The RLF Committee will evaluate subordination in appropriate circumstances.

Possible Additional Financing Requirements:

- Corporate guarantees from related companies
- Full or partial letter of credit
- Life insurance on key business owners and/or managers

### Personal Guarantees

All persons owning 20% or more stock ownership will personally guarantee the loan. From time to time, additional guarantees may be required if it is determined that this is an integral part of the credit extension.

### Sub-grant Parameters

Sub-grant amounts will be determined on a case-by-case basis, depending on funding availability and application score. Sub-grant applications lower than \$38,500 and above \$77,000 will not be considered. Sub-grant award considerations will also include the extent to which the project:

- Will create/expand parkland, greenway, undeveloped property, recreational property, or other property used for non-profit purpose;
- Will meet the needs of a community that has the inability to draw on other sources of funding for remediation and redevelopment;
- Will facilitate the use of existing infrastructure; and
- Will promote the long-term availability of RLF funds for brownfield remediation.

### Sub-grant Cost Share

Evidence of a cost share of 20% of the sub-grant amount will be required of all sub-grant applicants. The required cost share may be reduced, at the discretion of the Loan Review Committee. Cost share may be in the form of a contribution of money, labor, materials, or services from a non-federal source. The cost share contribution must be for costs that are eligible and allowable under the Cooperative Agreement between the City and the EPA and must be supported by adequate documentation.

## Loan / Sub-grant Servicing Procedures

### Loan / Sub-grant Disbursements

Loan/ Sub-grant disbursements are generally permitted via the following methods:

- Actual Expenditure Disbursement: Borrowers / sub-grantees provide actual invoices and associated documentation on a pre-established frequency to the City for packaging drawdowns

and disbursements of the EPA funding;

- **Milestone Disbursement:** Disbursement of loan / sub-grant funding occurs on a pre-established schedule based on achievement of project milestones or at scheduled intervals. As this disbursement method is not necessarily aligned with actual project expenditures, care should be taken to ensure that the time between the disbursement and the borrower's / sub-grantee's payment of incurred costs is minimized. A disbursement schedule shall be submitted to and approved by EPA.
- **Full Disbursement at Closing:** This disbursement method is NOT recommended and should be avoided. Should it be employed, documentation of the need for this method shall be submitted to and approved by EPA. Additional terms governing the timing of the funding use and handling of any accumulated interest shall be added to the loan / sub-grant agreement.

### **Loan Collection / Default Procedure**

Loan payments shall be deposited promptly into an account designated for the RLF. The Program Accountant is responsible for processing payments and posting to the General Ledger. Payment notices will be issued to loan clients. All payments are due according to the schedule in the note and loan agreement. If payments are not received within 30 days of the due date, a late payment notice will be sent to the client informing them of the delinquent status of their loan. If payment is not received in a timely manner, the Loan Administrator will contact the client to determine the reason for the late payment and report in writing to the RLF Committee. If payment is not received by the following month, the delinquency will be reported to the City's Law Department to determine method for collection. The City shall make reasonable efforts to enforce the terms of the loan agreement including proceeding against the assets pledged as collateral.

### **Incomplete Cleanups**

If the borrower or sub-grantee did not complete their cleanup, the City is responsible for 1) documenting the nexus between the amount paid and the cleanup that took place prior to the default, and 2) securing the site and informing the EPA Project Officer and the State.

### **Borrower / Sub-grantee Compliance Requirements**

For every project funded under the City's BRLF, the following shall be prepared by either the borrower, the sub-grantee, or by the City's QEP, as appropriate:

1. **Analysis of Brownfield Cleanup Alternatives (ABCA)** – Additional information regarding the ABCA is presented in the Community Involvement section below. ABCA's are subject to EPA review and approval.
2. **Quality Assurance Project Plan (QAPP)** – If any environmental sampling data is to be collected as part of the EPA funded cleanup or match requirement activities, a QAPP is to be prepared. A QAPP provides comprehensive details regarding quality assurance, quality control and technical activities to be undertaken with data collection efforts to ensure the integrity of the data. QAPPs are subject to EPA review and approval prior to any data collection activities occurring at the project site.
3. **Community Relations Plan** - Additional information regarding the Community Relations Plan is presented in the Community Involvement section below. Community Relation Plans are subject to EPA review and approval.

4. Signage – Should a sign be erected at the project site, the sign shall indicate that the project was funded wholly or in part by the EPA and by the City of Green Bay. The sign shall contain the logo of the EPA and the City. EPA logo specifications can be found at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>
5. Administrative Record – Additional information regarding the Administrative Record is presented in the Community Involvement section below.
6. Davis Bacon Act (DBA) – All sub-grant or loan projects must comply with DBA provisions. This includes providing current and appropriate DBA wage rates to contractors, posting notifications at the site, providing certified payrolls, and providing access to laborers for City compliance interviews.
7. Procurement requirements – All sub-grantees are subject to federal procurement requirements when contracting for the RLF funded contracts. Such procurement requirements do not apply to private borrowers.

## **Community Involvement**

### **Community Relations Plan**

Community involvement is an essential component of the Brownfields RLF Program. Through this process, the public has an opportunity to provide input on the proposed site cleanup and plans for redevelopment, to comment on the required documents drafted in preparation for the environmental cleanup, and to have these comments considered as part of the final cleanup decision.

Community involvement activities must be initiated prior to the cleanup of a site and continue throughout each step of the environmental cleanup process. Final cleanup decisions must not be made prior to carrying out the required community involvement activities. Brownfields RLF funds may be used to support community involvement activities as a programmatic cost. All environmental cleanups require a site-specific Community Relations Plan for involving and informing the community. The City's QEP will prepare the Community Relations Plan after the loan or sub-grant application is approved by the RLF Committee.

### **Analysis of Brownfield Cleanup Alternatives (ABCA)**

The City of Green Bay, in concert with its selected Qualified Environmental Professional (QEP), must conduct and document an analysis of brownfield cleanup alternatives (ABCA) considering the site characteristics, surrounding environment, land-use restrictions, potential future uses, and cleanup goals in order to ensure and document that the appropriate type of cleanup is selected to address the site. Brownfields RLF funds may be used to develop an ABCA as a programmatic cost. The ABCA or its equivalent must include:

1. Its purpose; information about the site and contamination issues (i.e., contaminants of concern, exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; climate change adaptation; and the proposed cleanup.
2. A comparative analysis of the alternatives being considered using the criteria of effectiveness, feasibility, and the cost of each alternative. At a minimum, the ABCA must include a comparison of the proposed cleanup action and the "no action" alternative. As appropriate, additional cleanup alternatives may be included in the analysis. The ABCA should discuss whether/ how each alternative would achieve cleanup standards and applicable laws.
3. Cleanup method chosen must be based on this analysis.

Prior to the finalization of the ABCA, a public meeting must be held whereby the public is provided with an opportunity to review and provide input for the proposed cleanup plans. A record of all public comments / questions and respective responses will be made and included as an attachment to the Final ABCA.

### Decision Document

After the public comment period is complete, the City of Green Bay, in concert with its QEP, will issue a decision document that selects the final cleanup action for the site. The decision document shall outline the selected cleanup plan to be implemented at the site.

### Establishing the Administrative Record

The City of Green Bay is responsible for establishing an administrative record including all relevant site information and documents that form the basis for the selection of a cleanup. The administrative record must be available for review at a location convenient to the public, such as on the City's website, and make it available for inspection. The Administrative Record for each site must be maintained for three years after the termination of the City's Cooperative Agreement. The administrative record shall include:

1. The eligibility determination of the site, the borrower, and the proposed cleanup activities.
2. An ABCA or its equivalent.
3. A site-specific community relations plan for involving and informing the community during the cleanup process
4. Documentation of community involvement.
5. Documents or other information that form the basis for selection of a cleanup. Such information may include sampling data, quality control and assurance documentation, site inspection reports, Phase I and Phase II assessment reports, public health evaluations or risk assessments, and other technical and engineering documents as deemed appropriate by the City of Green Bay and/or the borrower.

### Conducting the Environmental Cleanup

The cleanup should be performed in accordance with the final cleanup plan and in a manner that is protective of human health and the environment. The remediation should be completed consistent with requirements of Wisconsin Administrative Code Chapters NR 718-NR 726. During the cleanup process, the borrower/ sub-grantee must provide milestone updates to the City's QEP, at a minimum.

The City's QEP will serve as an On Scene Coordinator on behalf of the City. Depending upon the nature of the cleanup being conducted, the sophistication level of the borrower/sub-grantee, and the duration of the cleanup activities, the City's QEP will coordinate with the borrower / sub-grantee and will make periodic site inspections as needed to ensure that the cleanup activities are progressing. The City's QEP will be responsible for filing site inspection reports to the City and keeping the City apprised of any issues which may arise with RLF funded cleanup efforts. The borrower/sub-grantee, the City of Green Bay, and the City's QEP shall ensure the adequacy of each RLF cleanup as it is implemented by ensuring that environmental cleanup activities conform to the cleanup plan and meet criteria set forth in the plan.

After the RLF funded environmental cleanup is completed, the borrower/sub-grantee must formally document the activities conducted. This must be done through a final report or letter, or other



documentation, as appropriate. This document needs to be included as part of the administrative record. The cleanup completion documentation should be reviewed by the City and the City's QEP for concurrence and submitted to other interested parties, as appropriate, such as the WDNR.

DRAFT



**MUNICIPAL COURT MONTHLY FINANCIAL REPORT**

|                                                                                                                          |                               |                                             |                                   |                                           |  |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------------------|-----------------------------------|-------------------------------------------|--|
| <b>County Name</b><br>Brown                                                                                              |                               | <b>County Code Number</b><br>05             |                                   | <b>Report for Month/Year</b><br>May, 2021 |  |
| <b>Municipal Name</b><br>Green Bay Municipal Court                                                                       |                               | <b>Municipal Code Number</b><br>231         |                                   | <b>Telephone Number</b><br>920-448-3131   |  |
| <b>I. MUNICIPAL COURT OFFICIAL</b>                                                                                       | <b>Total Amount Collected</b> | <b>Share to be retained by Municipality</b> | <b>Share to be sent to County</b> | <b>Share to be sent to State</b>          |  |
| 1. Forfeitures for Municipal Ordinance Violations<br>(Except for Municipal Ordinances in Conformity with Ch 348, Stats.) | \$ 64,197.12                  | \$ 64,197.12                                |                                   |                                           |  |
| Adjustment (if applicable)                                                                                               | \$ .00                        | \$ .00                                      |                                   |                                           |  |
| 2. Municipal Court Costs<br>(Chapter 814, Subchapter II, s. 814.65, Stats.)                                              | \$ 24,418.09                  | \$ 21,189.92                                |                                   | \$ 3,228.17                               |  |
| Adjustment (if applicable)                                                                                               | \$ .00                        | \$ .00                                      |                                   | \$ .00                                    |  |
| 3. Penalty Surcharges<br>(s. 757.05, Stats.)                                                                             | \$ 17,327.52                  |                                             |                                   | \$ 17,327.52                              |  |
| Adjustment (if applicable)                                                                                               | \$ .00                        |                                             |                                   | \$ .00                                    |  |
| 4. County Jail Surcharges<br>(s. 302.46(1)(a), Stats.)                                                                   | \$ 6,390.32                   |                                             | \$ 6,390.32                       |                                           |  |
| Adjustment (if applicable)                                                                                               | \$ .00                        |                                             | \$ .00                            |                                           |  |
| 5. Driver Improvement Surcharges<br>(s. 346.655, Stats.)                                                                 | \$ 7,699.90                   |                                             | \$ 3,756.90                       | \$ 3,943.00                               |  |
| Adjustment (if applicable)                                                                                               | \$ .00                        |                                             | \$ .00                            | \$ .00                                    |  |
| 6. Crime Lab and Drug Enforcement Surcharges<br>(s. 165.755(4), Stats.)                                                  | \$ 8,185.04                   |                                             |                                   | \$ 8,185.04                               |  |
| Adjustment (if applicable)                                                                                               | \$ .00                        |                                             |                                   | \$ .00                                    |  |
| 7. Domestic Abuse Surcharges<br>(s. 973.055(2)(b), Stats.)                                                               | \$ .00                        |                                             |                                   | \$ .00                                    |  |
| Adjustment (if applicable)                                                                                               | \$ .00                        |                                             |                                   | \$ .00                                    |  |
| 8. Truck Weight Restrictions<br>(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<br>(s. 343.301(5), Stats.)                                                        | \$ 850.00                     |                                             | \$ 850.00                         |                                           |  |
| 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<br>(s. 85.55, Stats.)                                                                              | \$ 920.55                     |                                             |                                   | \$ 920.55                                 |  |
| Adjustment (if applicable)                                                                                               | \$ .00                        |                                             |                                   | \$ .00                                    |  |
| 12. Totals                                                                                                               | \$ 129,988.54                 | \$ 85,387.04                                | \$ 10,997.22                      | <b>Pay This Amount</b><br>\$ 33,604.28    |  |

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

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

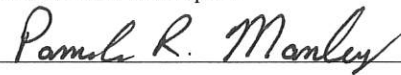
II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: NEIL BASTEN Signature:  Date: 6-1-21

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:  Date: 6/1/21

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> |

# Detail Summary of Projects Issued

5/1/2021 to 5/31/2021

| Proj #                                                                                                                                                                                                     | Address                            | Owner                                      | Applicant | Fees Paid  | Estimated \$ | Status  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------------|-----------|------------|--------------|---------|
| <b>103992</b>                                                                                                                                                                                              | 1220 LAKE LARGO DR..21-8406        | LARGO RIDGE DEVELOPMENT LLC                |           | \$992.31   | \$200,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] NEW 1-STORY SINGLE FAMILY HOME W/ ATTACHED GARAGE<br>EC APPROVED                                                                                         |                                    |                                            |           |            |              |         |
| <b>104422</b>                                                                                                                                                                                              | 855 MITCHELL ST..6-403             | GREATER GREEN BAY HABITAT FOR HUMANITY INC |           | \$872.66   | \$160,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] NEW 1-STORY SINGLE FAMILY HOME W/DETACHED GARAGE<br>EC approved 5/4/21                                                                                   |                                    |                                            |           |            |              |         |
| <b>104438</b>                                                                                                                                                                                              | 3599 BAY HARBOR DR..22-2076        | TJDM LLC                                   |           | \$1,291.67 | \$290,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE W ATTACHED GARAGE                                                                                                                |                                    |                                            |           |            |              |         |
| <b>104472</b>                                                                                                                                                                                              | 2723 CRESTWOOD SPRINGS CT..6H-4428 | TYCORE BUILT LLC                           |           | \$1,259.40 | \$280,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] EC Approved 5/11/21                                                                                                                                      |                                    |                                            |           |            |              |         |
| <b>104510</b>                                                                                                                                                                                              | 3525 BAY HARBOR DR..22-2043        | TJDM LLC                                   |           | \$1,272.84 | \$299,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] EC APPROVED 5/5/21                                                                                                                                       |                                    |                                            |           |            |              |         |
| <b>104532</b>                                                                                                                                                                                              | 3633 ARCADIA BLUFF DR..22-2020     | TJDM LLC                                   |           | \$1,374.62 | \$300,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH ATTACHED GARAGE<br>EC APPROVED 5/5/21                                                                                       |                                    |                                            |           |            |              |         |
| <b>104478</b>                                                                                                                                                                                              | 132 OAK ST..3-175-A                | CASTLE ROCK HOMES LLC                      |           | \$299.28   | \$65,000.00  | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] Repair and upgrade home due to fire damage - new electrical, plumbing, heating, windows, roof, and insulation.Blodgett Remodelling and Construction |                                    |                                            |           |            |              |         |
| <b>104573</b>                                                                                                                                                                                              | 1400 BAUMGART RD..6H-1800          | VICTORIA L NAPIER                          |           | \$560.00   | \$49,000.00  | Pending |
| [2-434 - Residential - Addition - Single Family House] ADDITION                                                                                                                                            |                                    |                                            |           |            |              |         |
| <b>104610</b>                                                                                                                                                                                              | 412 N FISK ST..6-82                | VIVIANA G & MICHAEL A KLIMEK               |           | \$50.00    | \$5,100.00   | Closed  |
| [2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGRESS WINDOW                                                                                                                               |                                    |                                            |           |            |              |         |
| <b>104620</b>                                                                                                                                                                                              | 510 CASS ST..15-167                | MIKE R & NORA KANZENBACH                   |           | \$175.00   | \$16,000.00  | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] Remodel and update 2nd floor full bath                                                                                                              |                                    |                                            |           |            |              |         |
| ***need the correct elec perm app filled out. - Erik                                                                                                                                                       |                                    |                                            |           |            |              |         |
| <b>104656</b>                                                                                                                                                                                              | 1350 WILLOW CREEK PKY..21-7437     | KEVIN M & MARIE L FRENCH                   |           | \$200.00   | \$50,000.00  | Pending |
| [2-434 - Residential - Addition - Single Family House] 11'x12' ADDITION                                                                                                                                    |                                    |                                            |           |            |              |         |
| <b>104664</b>                                                                                                                                                                                              | 1735 S ONEIDA ST..1-2257           | SFEVER DOOR COUNTY PROPERTIES LLC          |           | \$175.00   | \$20,600.00  | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] Cut concrete floor in utility room, run plumbing in floor, repour concrete floor, finish framing, drywall, plumbing, and electrical.                |                                    |                                            |           |            |              |         |
| <b>104674</b>                                                                                                                                                                                              | 1037 LARK ST..18-1181              | GAYLE & MICHAEL TORREZ                     |           | \$175.00   | \$15,000.00  | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] Cabs., floor, window, and remove support wall in between kitchen and living room.                                                                   |                                    |                                            |           |            |              |         |
| <b>104678</b>                                                                                                                                                                                              | 1506 NELSON ST..6-1145             | GLORIA L & KEVIN J SRENASKI                |           | \$516.35   | \$91,500.00  | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] REPAIR PROPERTY FROM FIRE AND WATER DAMAGE                                                                                                          |                                    |                                            |           |            |              |         |
| <b>104699</b>                                                                                                                                                                                              | 3695 COLLEGIATE WAY..21-7400       | MENG & PA NHIA YANG                        |           | \$75.00    | \$4,940.00   | Closed  |
| [2-434 - Residential - Alteration - 1 -2 Family House] ADD EGRESS WINDOW                                                                                                                                   |                                    |                                            |           |            |              |         |



|                                                                                                                                                                                                              |                                  |                                  |          |             |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------|----------|-------------|---------|
| <b>104712</b>                                                                                                                                                                                                | 483 ST. BERNARD DR..21-2475-D-30 | LYNN M GERLACH                   | \$75.00  | \$11,884.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW ,FLOORING,TRIM WORK,AND CABINETS                                                                                                        |                                  |                                  |          |             |         |
| <b>104866</b>                                                                                                                                                                                                | 1139 E WALNUT ST..14-193         | DF REAL ESTATES LLC              | \$75.00  | \$1,500.00  | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] REPAIR DECKS AND ADD DOOR AND CLOSET                                                                                                                  |                                  |                                  |          |             |         |
| <b>104302</b>                                                                                                                                                                                                | 1202 8th ST..1-1625              | VICKI L DAMMAN                   | \$100.00 | \$9,000.00  | Pending |
| [4-438 - Residential - Addition - Garage, Carport] Add a 24'-6" x 7' wide addition to the garage.                                                                                                            |                                  |                                  |          |             |         |
| <b>104661</b>                                                                                                                                                                                                | 1447 LANGLADE AV..6-956          | RUSSELL F & KELLY J<br>HOLTMEIER | \$150.00 | \$7,200.00  | Pending |
| [4-438 - Residential - Addition - Garage, Carport] DETACHED GARAGE                                                                                                                                           |                                  |                                  |          |             |         |
| <b>104231</b>                                                                                                                                                                                                | 1207 LIBERTY ST..1-2458          | CHRISTINE A & MATTHEW J<br>DEWAN | \$50.00  | \$7,000.00  | Pending |
| [7-1 - Deck, Porch, Patio, Ramp (Residential)] Deck built on the South side of the house                                                                                                                     |                                  |                                  |          |             |         |
| <b>104539</b>                                                                                                                                                                                                | 231 N LOCUST ST..6-107-B         | CRYSTAL J & BENJAMIN T<br>ERLER  | \$50.00  | \$4,000.00  | Pending |
| [7-1 - Deck, Porch, Patio, Ramp (Residential)]                                                                                                                                                               |                                  |                                  |          |             |         |
| <b>104599</b>                                                                                                                                                                                                | 3720 HUMBOLDT RD..21-392         | TOMAS ROBLESROBLES               | \$50.00  | \$4,000.00  | Pending |
| [7-1 - Deck, Porch, Patio, Ramp (Residential)] REAR YARD PATIO                                                                                                                                               |                                  |                                  |          |             |         |
| <b>104618</b>                                                                                                                                                                                                | 2820 BAYWATER AV..22-2141        | MARCUS P KOEHL, ETAL             | \$50.00  | \$4,700.00  | Pending |
| [7-1 - Deck, Porch, Patio, Ramp (Residential)] 20'x20' PATIO AND SIDEWALK                                                                                                                                    |                                  |                                  |          |             |         |
| <b>104629</b>                                                                                                                                                                                                | 825 RAYMOND ST..2-1383           | ROBERTA E SCHERRER               | \$100.00 | \$35,542.00 | Pending |
| [7-1 - Deck, Porch, Patio, Ramp (Residential)] Resurfacing existing 22' x 22' deck, using existing framing and footings. Grade is 36". replacing all deck boards and 8 stairs. railing to be code compliant. |                                  |                                  |          |             |         |
| <b>104634</b>                                                                                                                                                                                                | 1508 S NORWOOD AV..1-640         | REX & JANICE EDWARDS             | \$100.00 | \$1,315.00  | Pending |
| [7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE FRONT STEPS                                                                                                                                           |                                  |                                  |          |             |         |
| <b>104739</b>                                                                                                                                                                                                | 2533 PECAN ST..21-5223           | JASON P & RACHEL M GILLIS        | \$50.00  | \$5,500.00  | Pending |
| [7-1 - Deck, Porch, Patio, Ramp (Residential)] New patio 18' x18'and replacing sidewalk leading to the back of garage.                                                                                       |                                  |                                  |          |             |         |
| <b>104744</b>                                                                                                                                                                                                | 809 N ASHLAND AV..18-574         | MELODY LINSMEYER                 | \$100.00 | \$1,300.00  | Pending |
| [7-1 - Deck, Porch, Patio, Ramp (Residential)] New Front steps and landing                                                                                                                                   |                                  |                                  |          |             |         |
| <b>104745</b>                                                                                                                                                                                                | 2488 ROBINSON AV..21-3264        | RAMIRO SIERRA                    | \$50.00  | \$2,000.00  | Pending |
| [7-1 - Deck, Porch, Patio, Ramp (Residential)] 16'x27' REAR PATIO WITH A 30' EXTENSION                                                                                                                       |                                  |                                  |          |             |         |
| <b>104813</b>                                                                                                                                                                                                | 1984 MARYBELL LN..6H-2438        | SEAN P & CARRIE A<br>JABLONOWSKI | \$100.00 | \$8,000.00  | Pending |
| [7-1 - Deck, Porch, Patio, Ramp (Residential)] Deck                                                                                                                                                          |                                  |                                  |          |             |         |
| <b>104829</b>                                                                                                                                                                                                | 514 MATHER ST..5-95              | KLA HOMES LLC                    | \$100.00 | \$5,000.00  | Pending |
| [7-1 - Deck, Porch, Patio, Ramp (Residential)] Adding a new deck and stairs for upper unit in the back of the house, new paint, carpet, cabinets and flooring.                                               |                                  |                                  |          |             |         |
| <b>104435</b>                                                                                                                                                                                                | 820 WEISE ST..20-323             | GREEN BAY PACKAGING INC          | \$175.00 | \$13,000.00 | Pending |
| [9-645 - Raze - Building or Structure (Residential)] EC Approved 4/30/21                                                                                                                                     |                                  |                                  |          |             |         |
| <b>104714</b>                                                                                                                                                                                                | 840 S MAPLE AV..2-240            | SHIPYARD GROUP LLC               | \$50.00  | \$1.00      | Pending |
| [9-649 - Demolition - Interior (Residential) ] Interior demo only on 3 units of kitchens, bathrooms, and flooring                                                                                            |                                  |                                  |          |             |         |
| <b>104797</b>                                                                                                                                                                                                | 1137 S MAPLE AV..1-828           | BRETT A DAVIS                    | \$50.00  | \$1,000.00  | Pending |
| [9-649 - Demolition - Interior (Residential) ] Remove plaster and drywall from studs, remove current flooring and trim, remove bath tub, sink, and cabinets, etc. Take down small 10'x8' shed.               |                                  |                                  |          |             |         |
| <b>101994</b>                                                                                                                                                                                                | 219 SCHOBBER ST..21-2475-26      | EDUARDO RAMIREZMARTINEZ          | \$50.00  | \$4,000.00  | Pending |

[11-1 - Fence (Residential)] 72' in back yaerd - Paid for and issued 5/14/21

|                                                                                                                          |                                |                                    |          |             |         |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------|----------|-------------|---------|
| <b>102084</b>                                                                                                            | 1313 S BROADWAY..1-936-E       | LMS-J&K LLC                        | \$470.00 | \$4,000.00  | Pending |
| [11-1 - Fence (Residential)] Fence Outdoor Patio - NO LONGER A COVERED PATIO, JUST A FENCED IN PATIO. - PAULVC 5/24/2021 |                                |                                    |          |             |         |
| <b>102261</b>                                                                                                            | 1421 CORAL CT..1-1428-B        | TRACY WILLIAMS                     | \$50.00  | \$6,000.00  | Pending |
| [11-1 - Fence (Residential)] 6' tall privacy fence                                                                       |                                |                                    |          |             |         |
| <b>103848</b>                                                                                                            | 2867 OGDAN WOODS DR..6H-4121   | KENDRA L & TIMOTHY P WHITE         | \$200.00 | \$9,300.00  | Pending |
| [11-1 - Swimming Pool (Residential)] ABOVE GROUND POOL                                                                   |                                |                                    |          |             |         |
| <b>104023</b>                                                                                                            | 1959 EVANS DR..6H-2443         | RYAN J KIELAR, ETAL                | \$100.00 | \$980.00    | Pending |
| [11-1 - Swimming Pool (Residential)]                                                                                     |                                |                                    |          |             |         |
| <b>104209</b>                                                                                                            | 2141 SOUTH POINT RD..6H-3484   | DINAKARAN & GAYATHRI RAMADASS      | \$50.00  | \$3,000.00  | Closed  |
| [11-1 - Fence (Residential)] FENCE                                                                                       |                                |                                    |          |             |         |
| <b>104282</b>                                                                                                            | 2951 SHELTER CREEK LN..6H-4267 | AMY J & NICHOLAS J KOZLOSKI        | \$200.00 | \$50,000.00 | Pending |
| [11-1 - Swimming Pool (Residential)] INGROUND SWIMMING POOL<br>EC Approved 5/13/21<br>DOUBLE FEE                         |                                |                                    |          |             |         |
| <b>104356</b>                                                                                                            | 823 NEVILLE AV..18-355         | DONNA M MERTENS                    | \$50.00  | \$2,500.00  | Closed  |
| [11-1 - Fence (Residential)] REAR YARD FENCE                                                                             |                                |                                    |          |             |         |
| <b>104375</b>                                                                                                            | 1333 VANDERBRAAK ST..21-1683   | BENJAMIN & MARIA HERNANDEZ, ETAL   | \$50.00  | \$1,500.00  | Closed  |
| [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPAIR EXPANSION                                   |                                |                                    |          |             |         |
| <b>104391</b>                                                                                                            | 1099 SHADOW LN..1-2706         | MARQ INVESTMENTS LLC               | \$100.00 | \$9,000.00  | Pending |
| [11-1 - Fence (Residential)] Removing old fence and installing a new one                                                 |                                |                                    |          |             |         |
| <b>104408</b>                                                                                                            | 517 MATHER ST..5-967           | MICK SCHEUER                       | \$50.00  | \$2,000.00  | Pending |
| [11-1 - Fence (Residential)] FENCE                                                                                       |                                |                                    |          |             |         |
| <b>104449</b>                                                                                                            | 626 ST. JUDE ST..6-1718        | KATIE L & ADAM C KARCZ             | \$50.00  | \$12,000.00 | Pending |
| [11-1 - Driveway Replacement and/or Expansion (Residential)]                                                             |                                |                                    |          |             |         |
| <b>104457</b>                                                                                                            | 1952 SMITH ST..21-1514-E-17    | PASCUAL & ANA MARIA TORRES ANDRADE | \$50.00  | \$450.00    | Pending |
| [11-1 - Fence (Residential)] VINYL FENCE                                                                                 |                                |                                    |          |             |         |
| <b>104488</b>                                                                                                            | 1095 MINAHAN ST..18-862        | LOGAN J POURCHOT                   | \$50.00  | \$1,000.00  | Pending |
| [11-1 - Fence (Residential)]                                                                                             |                                |                                    |          |             |         |
| <b>104490</b>                                                                                                            | 960 BOND ST..5-1280            | CARYN E FRAZIER                    | \$50.00  | \$1,700.00  | Pending |
| [11-1 - Fence (Residential)]                                                                                             |                                |                                    |          |             |         |
| <b>104499</b>                                                                                                            | 1409 GRIGNON ST..17-655        | JOSE ALBERTO VAZQUEZ               | \$50.00  | \$4,000.00  | Pending |
| [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT                                        |                                |                                    |          |             |         |
| <b>104501</b>                                                                                                            | 3314 IRIS CT..21-44-2-1        | SARA ROZOFF                        | \$50.00  | \$4,000.00  | Pending |
| [11-1 - Fence (Residential)]                                                                                             |                                |                                    |          |             |         |
| <b>104511</b>                                                                                                            | 1293 KELLOGG ST..5-1692        | MAI MOUA THAO                      | \$50.00  | \$2,500.00  | Pending |
| [11-1 - Fence (Residential)] FENCE                                                                                       |                                |                                    |          |             |         |
| <b>104528</b>                                                                                                            | 461 SCHWARTZ ST..21-2789       | WENDY A & BENNET J BURDICK         | \$50.00  | \$5,000.00  | Pending |

[11-1 - Fence (Residential)]

**104533** 2484 IRONWOOD DR..6H-1507 SUSAN F & STEPHEN L PAGEL \$50.00 \$4,100.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] WIDEN DRIVEWAY

**104538** 913 SHEA AV..18-24 CASEY R WILSON, ETAL \$100.00 \$11,741.00 Pending

[11-1 - Foundation Repair (Residential)] install 104' of interior drain tile, connect to new sump pump system, excavate approx. 12' exterior foundation, install 4" drain tile, platon board and backfill with 3/4: clear stone with a soil clay cap. replace interior floor. repair crack

**104540** 526 W EAGLE TERR..6H-2646 MOLLY E & BRIAN L MEYERS \$50.00 \$5,350.00 Pending

[11-1 - Fence (Residential)] 6ft Fence

**104541** 1281 LAWE ST..14-1187 ANDREW L & ALEXA R SCHUBA \$50.00 \$4,500.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY

**104542** 2533 PECAN ST..21-5223 JASON P & RACHEL M GILLIS \$50.00 \$4,500.00 Pending

[11-1 - Fence (Residential)]

**104543** 2802 W CARRERA CT..22-1659 ERIC J & MARY A DEKORNE \$50.00 \$3,000.00 Closed

[11-1 - Garage/Carport/Shed (residential)] SHED

**104547** 1328 14th AV..1-370 JAMIE L MATCZAK \$50.00 \$2,300.00 Pending

[11-1 - Fence (Residential)] FENCE

**104548** 2590-2592 CHERRYWOOD LN..6H-1247-12 ERIC HILGER \$50.00 \$1,500.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION

**104549** 1031 SMITH ST..7-337 MARY ANN WALTON \$50.00 \$4,080.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)]

**104568** 336 S JACKSON ST..14-479 JENNIFER L KNUTH \$50.00 \$1,500.00 Pending

[11-1 - Fence (Residential)] PRIVACY FENCE ON THE NORTH SIDE OF HOUSE

**104570** 1830 14th AV..1-1318-A CYNTHIA S & MARK A GOSSEN \$50.00 \$2,396.00 Pending

[11-1 - Fence (Residential)] Chain link fence 122' of 4' high

**104576** 314 14th AV..3-771 K&K ELITE PROPERTIES LLC \$50.00 \$10,860.00 Closed

[11-1 - Foundation Repair (Residential)] Foundation Repair

**104585** 1952 SMITH ST..21-1514-E-17 ANA MARIA & PASCUAL TORRES ANDRADE \$50.00 \$300.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION

**104587** 815 9th ST..1-947 LYNN M & JOHN R KAUFMAN \$100.00 \$5,000.00 Pending

[11-1 - Garage/Carport/Shed (residential)] Move garage from bad concrete slab to new concrete slab. Adding a new base and overhang.

**104591** 1336 WIRTZ AV..1-298 MARISSA ZIEBARTH \$50.00 \$3,000.00 Pending

[11-1 - Fence (Residential)] 6' WOOD PRIVACY FENCE

**104592** 617 PINE TE..6-153-E-3 MYLES C & HAZEL A MATHES \$50.00 \$10,000.00 Pending

[11-1 - Fence (Residential)]

**104595** 1681 KENNEDY DR..6-2739 JEFFREY C & DEBRA K AUSTIN \$50.00 \$5,000.00 Pending

[11-1 - Fence (Residential)]

**104598** 1636 LOUISE ST..21-1334-21 KEVIN J & GWEN L PEOT \$50.00 \$6,898.28 Pending

[11-1 - Fence (Residential)] 6' HIGH VINYL FENCE

|               |                                                                                                                                                                      |                                   |          |             |         |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------|-------------|---------|
| <b>104600</b> | 1784 LILAC LN..21-1110-M-98<br>[11-1 - Fence (Residential)]                                                                                                          | KIA & KOU MOUA                    | \$50.00  | \$2,700.00  | Pending |
| <b>104601</b> | 1248 GAIL DR..21-6410-58<br>[11-1 - Swimming Pool (Residential)] ec approved 5/13/21                                                                                 | AARON & LOU LUCASSEN              | \$250.00 | \$50,000.00 | Pending |
| <b>104602</b> | 1996 WOOD LN..6H-1503-5<br>[11-1 - Driveway Replacement and/or Expansion (Residential)] NEW APRON AND SIDEWALK CAKE                                                  | MICHAEL T GILLIGAN                | \$50.00  | \$1,950.00  | Pending |
| <b>104605</b> | 514 HARTUNG ST..8-501<br>[11-1 - Fence (Residential)] 6' high fence                                                                                                  | BART A DISCH                      | \$50.00  | \$3,834.41  | Pending |
| <b>104606</b> | 1407 HARVEY ST..7-653<br>[11-1 - Fence (Residential)] REAR YARD FENCE                                                                                                | SHELBY SHEPPARD, ETAL             | \$50.00  | \$5,000.00  | Pending |
| <b>104609</b> | 904 S ONEIDA ST..2-1346<br>[11-1 - Foundation Repair (Residential)] 140 ft excavation, waterproof wall, install 19 beams, pump, install drain tile in excavated area | SERGIO MENDOZA NUNEZ, ETAL        | \$50.00  | \$33,425.00 | Pending |
| <b>104615</b> | 1401 N BAY HIGHLANDS DR..21-5499<br>[11-1 - Swimming Pool (Residential)] ABOVE GROUND POOL                                                                           | CATHERINE M & MICHAEL J SPANBAUER | \$175.00 | \$1.00      | Pending |
| <b>104617</b> | 1156 CASS ST..14-1139<br>[11-1 - Garage/Carport/Shed (residential)] 24'x28' DET. GARAGE                                                                              | HEATHER K & JOSEPH L BREESE       | \$163.84 | \$15,000.00 | Pending |
| <b>104621</b> | 804 S ONEIDA ST..2-1168<br>[11-1 - Swimming Pool (Residential)] seasonal 14' x 42" summer wave pool                                                                  | SUSIE L PIPER, ETAL               | \$50.00  | \$1.00      | Closed  |
| <b>104626</b> | 3492 DOLOMITE DR..21-8022<br>[11-1 - Swimming Pool (Residential)] 30'X16' inground pool<br>EC APPRVED 5/13/21                                                        | SUSAN M SMITH                     | \$250.00 | \$33,000.00 | Pending |
| <b>104627</b> | 2736 NEWBERRY AV..21-4437<br>[11-1 - Swimming Pool (Residential)] 24' ABOVE GROUND POOL 52" HIGH                                                                     | ALEXA K GUSTAFSON                 | \$175.00 | \$10,000.00 | Pending |
| <b>104632</b> | 345 S ROOSEVELT ST..14-1337-A<br>[11-1 - Fence (Residential)] 6' high wood fence                                                                                     | AGUSTIN CASTANEDA                 | \$50.00  | \$3,400.00  | Pending |
| <b>104633</b> | 1126 STUART ST..14-998<br>[11-1 - Fence (Residential)] REAR YARD FENCE SECTIONS                                                                                      | RUSS B MALONE                     | \$50.00  | \$1,952.53  | Pending |
| <b>104636</b> | 912 REDWOOD DR..2-1139<br>[11-1 - Garage/Carport/Shed (residential)] 10 x 10 SHED                                                                                    | JOSEPH J LETIZIA, ETAL            | \$50.00  | \$4,363.00  | Pending |
| <b>104637</b> | 2777 YORKTOWN DR..6H-3521<br>[11-1 - Fence (Residential)] 6' high vinyl fence                                                                                        | JEFFREY J & LISA A KLIMA          | \$50.00  | \$3,500.00  | Pending |
| <b>104642</b> | 3254 EASTWAY DR..21-7189<br>[11-1 - Fence (Residential)] 6' HIGH VINYL FENCE                                                                                         | RANDALL R & CONNIE B LENZ         | \$50.00  | \$4,981.59  | Pending |
| <b>104653</b> | 1327 BERNER ST..21-1630<br>[11-1 - Fence (Residential)] 4' high chain link                                                                                           | HEATHER A & WILLIAM J SPENCER     | \$50.00  | \$1,100.00  | Pending |
| <b>104657</b> | 515 13th AV..2-609<br>[11-1 - Fence (Residential)] REAR YARD 6' PRIVACY FENCE                                                                                        | ELIN D BJORK                      | \$50.00  | \$8,676.00  | Pending |
| <b>104658</b> | 903 MARSHALL AV..18-321                                                                                                                                              | ROBERT G & KATIE L BEYREIS        | \$50.00  | \$7,949.72  | Pending |



[11-1 - Fence (Residential)] 6' HIGH PRIVACY REAR YARD FENCE

|        |                          |                 |         |             |         |
|--------|--------------------------|-----------------|---------|-------------|---------|
| 104665 | 1031 DIVISION ST..5-1180 | SCOTT M STEFFEN | \$51.50 | \$15,000.00 | Pending |
|--------|--------------------------|-----------------|---------|-------------|---------|

[11-1 - Foundation Repair (Residential)] Replacing Interior Drain Tile and checking backplastering outside for cracks

|        |                      |                     |         |            |         |
|--------|----------------------|---------------------|---------|------------|---------|
| 104673 | 1220 SMITH ST..7-172 | ASLO PROPERTIES LLC | \$50.00 | \$1,000.00 | Pending |
|--------|----------------------|---------------------|---------|------------|---------|

[11-1 - Driveway Replacement and/or Expansion (Residential)] CONCRETE DRIVEWAY

|        |                           |                |         |            |         |
|--------|---------------------------|----------------|---------|------------|---------|
| 104675 | 3190 WINDLAND DR..21-5272 | JAMES M GUMTOW | \$50.00 | \$7,050.00 | Pending |
|--------|---------------------------|----------------|---------|------------|---------|

[11-1 - Driveway Replacement and/or Expansion (Residential)] Replace driveway and apron

|        |                            |                          |         |            |        |
|--------|----------------------------|--------------------------|---------|------------|--------|
| 104679 | 1505 EASTMAN AV..21-1198-2 | DONNA M & TIMOTHY J MAES | \$50.00 | \$3,000.00 | Closed |
|--------|----------------------------|--------------------------|---------|------------|--------|

[11-1 - Fence (Residential)] 6 FOOT PRVACY FENCE ALONG WEST SIDE PROPERTY, FROM NORTH WEST CORNER TO HOUSE

|        |                             |                                             |         |            |         |
|--------|-----------------------------|---------------------------------------------|---------|------------|---------|
| 104683 | 3478 FAGERVILLE WY..22-1976 | SARAH J & MARCUS R<br>WEDEWARD OR RUH, ETAL | \$50.00 | \$9,000.00 | Pending |
|--------|-----------------------------|---------------------------------------------|---------|------------|---------|

[11-1 - Fence (Residential)] FENCE

|        |                           |                                                |         |            |         |
|--------|---------------------------|------------------------------------------------|---------|------------|---------|
| 104692 | 1805 ST. AGNES DR..6-2760 | THOMAS C & SHARON F<br>PREVOST REVOCABLE TRUST | \$50.00 | \$7,176.00 | Pending |
|--------|---------------------------|------------------------------------------------|---------|------------|---------|

[11-1 - Garage/Carport/Shed (residential)] SHED

|        |                          |                           |         |            |         |
|--------|--------------------------|---------------------------|---------|------------|---------|
| 104693 | 2536 HILLSIDE LN..21-516 | WADE M & SHERRY D SIMMONS | \$50.00 | \$2,640.47 | Pending |
|--------|--------------------------|---------------------------|---------|------------|---------|

[11-1 - Fence (Residential)] FENCE

|        |                           |              |         |            |         |
|--------|---------------------------|--------------|---------|------------|---------|
| 104697 | 1949 TREELAND DR..6H-4334 | PAULA J LEES | \$50.00 | \$5,300.00 | Pending |
|--------|---------------------------|--------------|---------|------------|---------|

[11-1 - Fence (Residential)] FENCE

|        |                           |                    |         |            |        |
|--------|---------------------------|--------------------|---------|------------|--------|
| 104703 | 1660 CAREFUL DR..6-1660-8 | CHARLES T CALLAWAY | \$50.00 | \$2,000.00 | Closed |
|--------|---------------------------|--------------------|---------|------------|--------|

[11-1 - Driveway Replacement and/or Expansion (Residential)] WIDENING THE DRIVEWAY 10' WIDER WITH 5" THICK CONCRETE

|        |                                |                                           |         |            |         |
|--------|--------------------------------|-------------------------------------------|---------|------------|---------|
| 104710 | 3495 EDINBURGH RD..22-1588-128 | TILLO KATHRYN M REVOCABLE<br>LIVING TRUST | \$50.00 | \$9,000.00 | Pending |
|--------|--------------------------------|-------------------------------------------|---------|------------|---------|

[11-1 - Garage/Carport/Shed (residential)] 12 x 16 shed on concrete slab. 2x4 build w/ D4 siding & asphalt roof to match house.

|        |                                |                                   |         |            |         |
|--------|--------------------------------|-----------------------------------|---------|------------|---------|
| 104717 | 1929 HILLSIDE LN..21-2827-H-18 | NICHOLAS J & KATELYN L<br>DOLEZAL | \$50.00 | \$3,000.00 | Pending |
|--------|--------------------------------|-----------------------------------|---------|------------|---------|

[11-1 - Fence (Residential)] 6FT FENCE

|        |                            |                   |         |            |         |
|--------|----------------------------|-------------------|---------|------------|---------|
| 104723 | 1314 ARGONNE DR..6-210-C-2 | DENNIS A WOODBURY | \$50.00 | \$2,800.00 | Pending |
|--------|----------------------------|-------------------|---------|------------|---------|

[11-1 - Fence (Residential)] FENCE

|        |                     |                 |         |            |         |
|--------|---------------------|-----------------|---------|------------|---------|
| 104727 | 1236 LOCH DR..6-632 | DREW M ANDERSON | \$50.00 | \$2,000.00 | Pending |
|--------|---------------------|-----------------|---------|------------|---------|

[11-1 - Fence (Residential)] fence 4 ft chainlink

|        |                     |                         |         |            |         |
|--------|---------------------|-------------------------|---------|------------|---------|
| 104736 | 1155 WIRTZ AV..1-66 | ARIEL & LOGAN BERKOVITZ | \$50.00 | \$2,200.00 | Pending |
|--------|---------------------|-------------------------|---------|------------|---------|

[11-1 - Fence (Residential)] 6' PRIVACY FENCE

|        |                        |                   |         |             |         |
|--------|------------------------|-------------------|---------|-------------|---------|
| 104738 | 2476 CREST LN..21-3768 | LYNETTE M ADAMANY | \$50.00 | \$14,961.40 | Pending |
|--------|------------------------|-------------------|---------|-------------|---------|

[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY/GARAGE FLOOR

|        |                         |         |         |             |        |
|--------|-------------------------|---------|---------|-------------|--------|
| 104747 | 606 WILSON AV..5-1313-C | DBW LLC | \$50.00 | \$23,240.00 | Closed |
|--------|-------------------------|---------|---------|-------------|--------|

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

|        |                      |                                      |         |            |        |
|--------|----------------------|--------------------------------------|---------|------------|--------|
| 104750 | 1261 9th ST..1-429-A | KRISTOPHER C & CARESSA C<br>HONKANEN | \$50.00 | \$3,162.00 | Closed |
|--------|----------------------|--------------------------------------|---------|------------|--------|

[11-1 - Fence (Residential)] FENCE

|        |                          |                          |         |            |         |
|--------|--------------------------|--------------------------|---------|------------|---------|
| 104752 | 1425 KATERS DR..6-1027-D | STEPHEN F & JAIME M FUGE | \$50.00 | \$1,000.00 | Pending |
|--------|--------------------------|--------------------------|---------|------------|---------|

[11-1 - Garage/Carport/Shed (residential)] shed

|                                                                                                 |                                 |                                   |          |            |         |
|-------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------|----------|------------|---------|
| <b>104760</b>                                                                                   | 894 KELLOGG ST..5-1396          | WILLIAM E MARTIN                  | \$50.00  | \$3,200.00 | Closed  |
| [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY                           |                                 |                                   |          |            |         |
| <b>104763</b>                                                                                   | 2781 W CARRERA CT..22-1654      | SAMANTHA E & TIMOTHY C<br>ERVIN   | \$50.00  | \$4,400.00 | Pending |
| [11-1 - Fence (Residential)] FENCE                                                              |                                 |                                   |          |            |         |
| <b>104767</b>                                                                                   | 2871 LOBELIA DR..6H-4188-73     | STEVEN F & ALLYSON E BAUE         | \$50.00  | \$2,836.00 | Pending |
| [11-1 - Fence (Residential)] FENCE                                                              |                                 |                                   |          |            |         |
| <b>104774</b>                                                                                   | 538 LARRY LN..21-3156           | DAWN M K & JACOB D GLATT          | \$50.00  | \$6,000.00 | Pending |
| [11-1 - Garage/Carport/Shed (residential)] 12 x 16 SHED                                         |                                 |                                   |          |            |         |
| <b>104775</b>                                                                                   | 1542 7th ST..6-498-A            | TAMIE E & DAVID J SELISSEN        | \$50.00  | \$2,800.00 | Pending |
| [11-1 - Driveway Replacement and/or Expansion (Residential)] R4EPLACE DRIVEWAY                  |                                 |                                   |          |            |         |
| <b>104776</b>                                                                                   | 841 S FISK ST..6-169-D-1        | ROBERT L WAUTLET                  | \$50.00  | \$8,100.00 | Pending |
| [11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY<br>NO WORK IN ROW |                                 |                                   |          |            |         |
| <b>104795</b>                                                                                   | 121 S TAYLOR ST..6-1893         | PAULA & JOHN H EHLERS             | \$50.00  | \$6,500.00 | Pending |
| [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACE                   |                                 |                                   |          |            |         |
| <b>104798</b>                                                                                   | 1832 KENNEDY CT..6-2746         | LINDA J & STEVEN E LASECKI        | \$50.00  | \$7,000.00 | Pending |
| [11-1 - Driveway Replacement and/or Expansion (Residential)] EC in drag file                    |                                 |                                   |          |            |         |
| <b>104803</b>                                                                                   | 234 SCHOBBER ST..21-1714-16     | LIDIA RAMOS                       | \$50.00  | \$2,000.00 | Pending |
| [11-1 - Fence (Residential)] fence                                                              |                                 |                                   |          |            |         |
| <b>104804</b>                                                                                   | 2084 MEADOWSWEET DR..6H-4116    | KEVIN T PHILLIPS                  | \$50.00  | \$9,018.00 | Pending |
| [11-1 - Fence (Residential)] FENCE                                                              |                                 |                                   |          |            |         |
| <b>104805</b>                                                                                   | 2909-2911 HUMBOLDT RD..21-323-1 | MARK H & JODI S FOSTER            | \$50.00  | \$8,249.00 | Pending |
| [11-1 - Fence (Residential)] FENCE                                                              |                                 |                                   |          |            |         |
| <b>104808</b>                                                                                   | 459 TYROLIAN DR..21-3490        | JOSEPH D & JASMINE K<br>BECHARD   | \$125.00 | \$4,099.00 | Pending |
| [11-1 - Swimming Pool (Residential)] 21' above ground pool                                      |                                 |                                   |          |            |         |
| <b>104810</b>                                                                                   | 2561 S TRILLIUM CIR..6H-2559    | LISA M & MATTHEW J JADIN          | \$50.00  | \$8,050.00 | Pending |
| [11-1 - Fence (Residential)] FENCE                                                              |                                 |                                   |          |            |         |
| <b>104822</b>                                                                                   | 426 5th ST..2-194               | LONNIE G & MARIETTA S<br>SENECHAL | \$50.00  | \$5,800.00 | Pending |
| [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION                 |                                 |                                   |          |            |         |
| <b>104824</b>                                                                                   | 905 LARK ST..18-1219            | DONALD A & JULIE A SMITH          | \$50.00  | \$7,000.00 | Pending |
| [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT               |                                 |                                   |          |            |         |
| <b>104828</b>                                                                                   | 335 ABRAMS ST..21-1265-1        | GILBERTO SANCHEZ                  | \$50.00  | \$2,000.00 | Pending |
| [11-1 - Fence (Residential)] 6' TALL FENCE AROUND THE BACKYARD                                  |                                 |                                   |          |            |         |
| <b>104830</b>                                                                                   | 1155 CHERRY ST..14-97           | HUGH & MALINDA S MOORE,<br>ETAL   | \$50.00  | \$4,200.00 | Pending |
| [11-1 - Fence (Residential)] FENCE                                                              |                                 |                                   |          |            |         |
| <b>104847</b>                                                                                   | 3256 SITKA ST..21-7112          | JOAN C DOVEKAS                    | \$50.00  | \$7,000.00 | Pending |
| [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY AND SIDEWALK              |                                 |                                   |          |            |         |

|                                                                                                                                                                                    |                               |                                                |            |              |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------|------------|--------------|---------|
| <b>104851</b>                                                                                                                                                                      | 2396 MANITOWOC RD..21-3290    | NELY & ROBERTO CARLOS<br>VALLARTA DELGADILLO   | \$50.00    | \$1.00       | Pending |
| [11-1 - Fence (Residential)] NEW 6' TALL WOOD FENCE AROUND THE BACKYARD                                                                                                            |                               |                                                |            |              |         |
| <b>104855</b>                                                                                                                                                                      | 1346 MIRAGE DR..6H-2738       | SEAN MIKAL & SHARON<br>STEPANEK                | \$50.00    | \$2,820.00   | Closed  |
| [11-1 - Fence (Residential)] FENCE                                                                                                                                                 |                               |                                                |            |              |         |
| <b>104875</b>                                                                                                                                                                      | 1240 WESTERN AV..3-819-G      | JEAN & GARY MAES                               | \$50.00    | \$6,100.00   | Pending |
| [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT                                                                                                  |                               |                                                |            |              |         |
| <b>103075</b>                                                                                                                                                                      | 534 CLEMENT ST ..21-1254-A    | DENNISONS INVESTMENTS LLC                      | \$5,749.85 | \$750,000.00 | Pending |
| [30-105 - Commercial - New - 5 or More Family Building] BUILDING # 10                                                                                                              |                               |                                                |            |              |         |
| <b>103076</b>                                                                                                                                                                      | 518 CLEMENT ST ..21-1254-A    | DENNISONS INVESTMENTS LLC                      | \$5,194.00 | \$700,000.00 | Pending |
| [30-105 - Commercial - New - 5 or More Family Building] BUILDING 6                                                                                                                 |                               |                                                |            |              |         |
| <b>104867</b>                                                                                                                                                                      | 1496-1502 WESTERN AV..6-136-B | GERALD C & GLORIA P<br>BIGELOW                 | \$70.00    | \$9,874.80   | Pending |
| [30-434 - Commercial - Alteration - Multi-Family of 3 or more units ] EXTERIOR STAIR TREAD REPAIR                                                                                  |                               |                                                |            |              |         |
| <b>102554</b>                                                                                                                                                                      | 100 N JEFFERSON ST..11-216    | GREEN BAY CITY OF CITY HALL                    | \$0.00     | \$38,750.00  | Pending |
| [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] CLERK'S RECEPTION AREA                                                                                        |                               |                                                |            |              |         |
| <b>103340</b>                                                                                                                                                                      | 2740 W MASON ST..6H-1752      | NORTHEAST WISCONSIN<br>TECHNICAL COLLEGE       | \$1,658.42 | \$224,000.00 | Pending |
| [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ECHOCARDIO REMODEL                                                                                            |                               |                                                |            |              |         |
| <b>103697</b>                                                                                                                                                                      | 810 S HURON RD ..21-172-4     | MASON-HURON PROPERTIES<br>INC                  | \$7,013.17 | \$480,000.00 | Pending |
| [31-327 - Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)] EC APPROVAL 2/24/21 |                               |                                                |            |              |         |
| NO PLUMBING UNTIL PLAN IS REVIEWED. PVC 5/12/2021                                                                                                                                  |                               |                                                |            |              |         |
| <b>104173</b>                                                                                                                                                                      | 2350 E MASON ST..21-126-7     | GB EAST TOWN LLC                               | \$8,642.85 | \$999,988.00 | Pending |
| [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] PLANET FITNESS                                                                                                |                               |                                                |            |              |         |
| <b>104396</b>                                                                                                                                                                      | 1840 BOND ST..6-60-1          | BAY CITY BAPTIST CHURCH INC                    | \$1,132.00 | \$160,000.00 | Pending |
| [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Reconfiguring existing classroom/storage space into 2 larger classrooms                                       |                               |                                                |            |              |         |
| <b>104452</b>                                                                                                                                                                      | 2226 MAIN ST..21-457-8        | ALM ENTERPRISES LLC                            | \$1,754.10 | \$75,000.00  | Pending |
| [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NO PLUMBING at this time, pulling permit to demo and frame walls. - PVC 5/4/2021                              |                               |                                                |            |              |         |
| <b>104669</b>                                                                                                                                                                      | 1919 S BROADWAY..1-1407       | GEORGIA PACIFIC CONSUMER<br>PRODUCTS LP        | \$360.00   | \$17,167.00  | Pending |
| [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] 8 x 10 Control room module                                                                                    |                               |                                                |            |              |         |
| <b>104755</b>                                                                                                                                                                      | 901 UNIVERSITY AV..7-585      | GREEN BAY CITY OF                              | \$140.00   | \$314,050.00 | Pending |
| [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] SECURITY GATE UPGRADES                                                                                        |                               |                                                |            |              |         |
| <b>104799</b>                                                                                                                                                                      | 120 S HENRY ST..21-2294       | OUR SAVIOURS EVANGELICAL<br>LUTHERAN CHURCH    | \$190.00   | \$50,000.00  | Pending |
| [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ALTAR RECONFIGURATIONS                                                                                        |                               |                                                |            |              |         |
| <b>104801</b>                                                                                                                                                                      | 1522 S BROADWAY..1-971-A      | K & KW LLC                                     | \$70.00    | \$1.00       | Pending |
| [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TRUSS REPAIR                                                                                                  |                               |                                                |            |              |         |
| <b>104806</b>                                                                                                                                                                      | 1600 SHAWANO AV..6-235-3      | OWELLIE INVESTMENTS LLC                        | \$290.00   | \$27,775.00  | Pending |
| [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ADDING NEW DOOR                                                                                               |                               |                                                |            |              |         |
| <b>104837</b>                                                                                                                                                                      | 812 E MASON ST..14-613        | SHELLYNN REAL ESTATE<br>MANAGEMENT CORPORATION | \$140.00   | \$4,200.00   | Pending |

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] REPAIR WITH ELECTRICAL

|                                                                                                                                                                                                                                                               |                                 |                                                   |             |                 |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------|-------------|-----------------|---------|
| <b>103381</b>                                                                                                                                                                                                                                                 | 1830 SHAWANO AV ..6-263-1       | ST MARYS HOSPITAL MEDICAL<br>CENTER OF GB INC     | \$14,857.66 | \$12,889,000.00 | Pending |
| [32-323 - Commercial - New - Hospital, Institutional (hospitals, convalescent homes, clinics, orphanages, rest homes, sanitariums)] SWB \$25000<br>EC APPROVED 4/19/21<br>NO PLUMBING WORK UNTIL STATE APPROVED PLUMBING PLANS ARE RECEIVED. PaulVC 5/20/2021 |                                 |                                                   |             |                 |         |
| <b>104003</b>                                                                                                                                                                                                                                                 | 601 ST. GEORGE ST..7-709        | GREEN BAY CITY OF                                 | \$0.00      | \$1.00          | Pending |
| [34-649 - Raze- Building or Structure (Commercial)] SLABS TO BE REMOVED WITH NEW PROJECT SEE DRAG PERMIT LETTER OF INTENT                                                                                                                                     |                                 |                                                   |             |                 |         |
| <b>104460</b>                                                                                                                                                                                                                                                 | 419 N BROADWAY..5-885           | 419 LLC                                           | \$70.00     | \$31,020.00     | Pending |
| [34-649 - Demolition - Interior (Commercial) ]                                                                                                                                                                                                                |                                 |                                                   |             |                 |         |
| <b>104577</b>                                                                                                                                                                                                                                                 | 434 E WALNUT ST..11-259         | SAS REAL ESTATE LLC                               | \$70.00     | \$39,875.00     | Pending |
| [34-1 - Roofing (Commercial)] REMOVE OLD EPDM AND INSTALL NEW 36 MIL FIBERTITE - 48 SQ                                                                                                                                                                        |                                 |                                                   |             |                 |         |
| <b>104631</b>                                                                                                                                                                                                                                                 | 1919 S BROADWAY..1-1407         | GEORGIA PACIFIC CONSUMER<br>PRODUCTS LP           | \$140.00    | \$888,500.00    | Pending |
| [34-649 - Raze- Building or Structure (Commercial)] DEMO OF EXISTING 400 FT. TALL STACK DOWN TO EXISTING GRADE. STACK FOUNDATION WILL<br>REMAIN IN PLACE. REMOVAL OF TWO BREECHING DUCTS AND SUPPORT STANDS FROM THE CHIMINEY INTO THE EXISTING BUILDING.     |                                 |                                                   |             |                 |         |
| <b>104639</b>                                                                                                                                                                                                                                                 | 1315 LIME KILN RD..23-244-3     | SALVATION ARMY THE                                | \$70.00     | \$8,830.00      | Pending |
| [34-1 - Temporary Office/Trailer/Event (Commercial)] Tents Kroc Center Grounds                                                                                                                                                                                |                                 |                                                   |             |                 |         |
| <b>104650</b>                                                                                                                                                                                                                                                 | 1255 ONTARIO RD..21-180-11      | GLOBAL OPTICS INC                                 | \$70.00     | \$66,400.00     | Pending |
| [34-1 - Parking Lot - New & Reconstruction (Commerical)] REPAVE PARKING LOT                                                                                                                                                                                   |                                 |                                                   |             |                 |         |
| <b>104667</b>                                                                                                                                                                                                                                                 | 1919 S BROADWAY..1-1407         | GEORGIA PACIFIC CONSUMER<br>PRODUCTS LP           | \$213.15    | \$5,400,000.00  | Pending |
| [34-1 - Roofing (Commercial)] ROOF - BLDGS 1,12,16 & 10                                                                                                                                                                                                       |                                 |                                                   |             |                 |         |
| <b>104668</b>                                                                                                                                                                                                                                                 | 525 S MADISON ST..15-133        | GREEN BAY AREA PUBLIC<br>SCHOOL DISTRICT HOWE     | \$70.00     | \$457,680.00    | Pending |
| [34-1 - Window, Door - Replacement (Commercial)] WINDOW REPLACEMENT                                                                                                                                                                                           |                                 |                                                   |             |                 |         |
| <b>104682</b>                                                                                                                                                                                                                                                 | 1601 DANCING DUNES DR..6H-1187  | GREEN BAY AREA PUBLIC<br>SCHOOL DISTRICT LOMBARDI | \$350.00    | \$265,000.00    | Pending |
| [34-1 - Roofing (Commercial)] NEW ROOF                                                                                                                                                                                                                        |                                 |                                                   |             |                 |         |
| <b>104690</b>                                                                                                                                                                                                                                                 | 2540 UNIVERSITY AV..21-301      | TMD PROPERTIES LLC                                | \$70.00     | \$15,000.00     | Pending |
| [34-1 - Cell Tower - Alteration to Existing (Commercial)] T - MOBILE Alterations                                                                                                                                                                              |                                 |                                                   |             |                 |         |
| <b>104701</b>                                                                                                                                                                                                                                                 | 1673 DOUSMAN ST..6-235-D        | BROWN COUNTY ASSOC FOR<br>RETARDED CHILDREN       | \$70.00     | \$8,000.00      | Pending |
| [34-1 - Z - Misc Project Not Listed (Commercial)] Patio and walkway                                                                                                                                                                                           |                                 |                                                   |             |                 |         |
| <b>104721</b>                                                                                                                                                                                                                                                 | 421-423 S VAN BUREN ST..14-779  | WI RENTALS LLC                                    | \$70.00     | \$100.00        | Pending |
| [34-649 - Demolition - Interior (Commercial) ] INTERIOR DEMO                                                                                                                                                                                                  |                                 |                                                   |             |                 |         |
| <b>104778</b>                                                                                                                                                                                                                                                 | 2400 UNIVERSITY AV..21-2475-F-1 | KWIK TRIP INC                                     | \$70.00     | \$5,000.00      | Pending |
| [34-649 - Raze- Building or Structure (Commercial)] SIGN RAZE                                                                                                                                                                                                 |                                 |                                                   |             |                 |         |
| <b>104787</b>                                                                                                                                                                                                                                                 | 2961 VOYAGER DR..21-144-6       | PRESCHOOL PROPERTIES 2<br>LLC                     | \$70.00     | \$49,308.00     | Pending |
| [34-1 - Parking Lot - New & Reconstruction (Commerical)] REPLACE PARKING LOT                                                                                                                                                                                  |                                 |                                                   |             |                 |         |
| <b>104846</b>                                                                                                                                                                                                                                                 | 3551 FINGER RD..21-16-1-4       | FONFEREK HOLDINGS LLC                             | \$140.00    | \$1.00          | Pending |
| [34-1 - Temporary Office/Trailer/Event (Commercial)] TEMPORARY TENT                                                                                                                                                                                           |                                 |                                                   |             |                 |         |
| <b>104352</b>                                                                                                                                                                                                                                                 | 1232 DOTY ST..14-1351           | JEAN A & JAMES D MYERS                            | \$50.00     | \$1,500.00      | Closed  |
| [40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE FROM 60 AMP TO 100 AMP BREAKER OVERHEAD SERVICE                                                                                                                                            |                                 |                                                   |             |                 |         |



|                                                                                                                                                                                |                               |                                   |          |             |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------------------------|----------|-------------|---------|
| <b>104355</b>                                                                                                                                                                  | 1677 JUNIPER DR..21-1110-M-78 | ALAN T & PAMELA J JANUS           | \$50.00  | \$1,400.00  | Closed  |
| [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] REMOVE 100 AMP BREAKER PANEL AND REPLACE WITH LARGER 100 AMP BREAKER PANEL                                |                               |                                   |          |             |         |
| <b>104357</b>                                                                                                                                                                  | 1233 ST. AGNES DR..6-1038     | LOWELL A WHITTLE                  | \$50.00  | \$1,720.00  | Closed  |
| [40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE FROM 60 AMP FUSE PANEL TO 100 AMP BREAKER PANEL                                                             |                               |                                   |          |             |         |
| <b>104517</b>                                                                                                                                                                  | 420 HARVARD ST..5-384         | CATHERINE A & ROBERT J JOSLIN     | \$50.00  | \$500.00    | Pending |
| [40-1 - Electrical Service - Change (Residential)] MOVING POWER LINES FROM ABOVE TO UNDER GROUND, CONTACT #3258338 WPS AND GOING FROM 100 A TO 200 A.                          |                               |                                   |          |             |         |
| <b>104537</b>                                                                                                                                                                  | 201 S WASHINGTON ST..13-55    | PEOPLES MARINE BANK               | \$70.00  | \$1,000.00  | Pending |
| [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REPAIR LIGHTS                                                                                              |                               |                                   |          |             |         |
| <b>104551</b>                                                                                                                                                                  | 3175 VOYAGER DR..21-8065      | HOUND DOG HOLDINGS LLC            | \$0.00   | \$750.00    | Closed  |
| [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALL UNDERGROUND METER BASE, WIRING AND GROUND RODS FOR STREET LIGHTING SERVICE.                        |                               |                                   |          |             |         |
| <b>104552</b>                                                                                                                                                                  | 1001 DISCOVERY RD..21-174-4   | M J M REAL ESTATE LLC             | \$0.00   | \$750.00    | Closed  |
| [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALL NEW UNDERGROUND ELEC METER BASE, WIRING & GROUND RODS FOR STREET LIGHTS                            |                               |                                   |          |             |         |
| <b>104553</b>                                                                                                                                                                  | 3146 YEAGER DR..21-180-15     | YEAGER PROPERTIES INC             | \$0.00   | \$750.00    | Closed  |
| [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALL NEW UNDERGROUND ELEC METER BASE, WIRING & GROUND RODS FOR STREET LIGHTS                            |                               |                                   |          |             |         |
| <b>104584</b>                                                                                                                                                                  | 723 N CHESTNUT AV..5-100      | CHARTER COMMUNICATIONS            | \$70.00  | \$2,000.00  | Pending |
| [40-1 - Electrical Service - Change (Commercial)] INSTALL OVERHEAD POWER SUPPLY & SERVICE 30 AMP 120/240 V SINGLE PHASE TO UTILITY POLE                                        |                               |                                   |          |             |         |
| <b>104588</b>                                                                                                                                                                  | 628 S MONROE AV..15-179       | JTP DEVELOPMENT LLC               | \$70.00  | \$10,000.00 | Closed  |
| [40-1 - Electrical Service - Change (Commercial)] SERVICE CHANGE                                                                                                               |                               |                                   |          |             |         |
| <b>104589</b>                                                                                                                                                                  | 1400 N BAIRD ST..21-1198-6    | PERRY PARK PARTNERS ETAL          | \$50.00  | \$732.00    | Pending |
| [40-1 - Electrical Service - Change (Residential)] PANEL REPLACEMENT                                                                                                           |                               |                                   |          |             |         |
| <b>104604</b>                                                                                                                                                                  | 810 OPEN GATE CT..6H-2684     | AARON M & LAREE J PETERS          | \$50.00  | \$2,500.00  | Pending |
| [40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE, HOT TUB WIRING AND ADD PANEL TVSS                                                                          |                               |                                   |          |             |         |
| <b>104662</b>                                                                                                                                                                  | 1017 NEVILLE AV..18-272       | MARVIN M & PATRICIA A MOLDENHAUER | \$50.00  | \$1,800.00  | Pending |
| [40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE FROM OVERHEAD TO UNDERGROUND                                                                                |                               |                                   |          |             |         |
| <b>104672</b>                                                                                                                                                                  | 2100 LARSEN RD..6H-1074-6     | LARSEN LAND LLP                   | \$70.00  | \$9,500.00  | Pending |
| [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] NEW CONDUIT AND WIRE TO NEW ABOVE GROUND FUEL EQUIPMENT                                                    |                               |                                   |          |             |         |
| <b>104696</b>                                                                                                                                                                  | 1708 LILAC LN..21-1110-M-94   | JANELLE L & PAUL J BROWN          | \$50.00  | \$400.00    | Pending |
| [40-1 - Electrical Service - Repair (Residential)] REPLACED NEUTRAL LUG IN METER SOCKET AND NEUTRAL WIRE FROM METER PANEL                                                      |                               |                                   |          |             |         |
| <b>104700</b>                                                                                                                                                                  | 811 N LOCUST ST..6-1133       | BENJAMIN E SCHMITZ                | \$50.00  | \$2,172.00  | Pending |
| [40-1 - Electrical Service - Repair (Residential)] SERVICE UPGRADE 60 AMP TO 100 AMP                                                                                           |                               |                                   |          |             |         |
| <b>104702</b>                                                                                                                                                                  | 931 REDLEY CT..1-1295         | KELLY JOHN DUGAN                  | \$175.00 | \$2,700.00  | Pending |
| [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] Remove and close off window, new drywall, new floor and wall tile, new cabinet, replace toilet, new door. |                               |                                   |          |             |         |
| <b>104704</b>                                                                                                                                                                  | 1533 HAROLD ST..19-663        | WALTER & PAULINA SULEWSKI         | \$50.00  | \$1,497.00  | Pending |
| [40-1 - Electrical Service - Repair (Residential)] SERVICE CHANGE - 60 AMP TO 100 AMP OVERHEAD                                                                                 |                               |                                   |          |             |         |
| <b>104732</b>                                                                                                                                                                  | 1016 DOTY ST..14-909          | PAUL A DELVAUX                    | \$50.00  | \$3,000.00  | Pending |
| [40-1 - Electrical Service - Change (Residential)] INSTALL NEW 12 CIRCUIT 100 AMP PANEL AND FEED IN GARAGE AND NEW NEMA 14-50 RECEPTACLE                                       |                               |                                   |          |             |         |
| <b>104742</b>                                                                                                                                                                  | 127 S ASHLAND AV..3-347       | BROOKE R TASSOUL                  | \$50.00  | \$3,000.00  | Pending |

|                                                                                                                                                        |                                    |                                          |          |             |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------|----------|-------------|---------|
| [40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 100 AMP TO 200 AMP, 2 60 AMP METERS IN BASEMENT MOVING TO 2 100 AMP METERS OUTSIDE. |                                    |                                          |          |             |         |
| <b>104784</b>                                                                                                                                          | 210 BEDFORD RD..21-26-1            | STEVEN & SHERYL MALCORE                  | \$50.00  | \$2,300.00  | Closed  |
| [40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 200 AMP                                                                             |                                    |                                          |          |             |         |
| <b>104791</b>                                                                                                                                          | 1153 LOCH DR..6-605                | JASON K PETERS                           | \$50.00  | \$1,500.00  | Pending |
| [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] ELECTRICAL TO POOL PUMP, BONDING AND GROUNDING FOR POOL EQUIPMENT - EXISTING POOL |                                    |                                          |          |             |         |
| <b>104807</b>                                                                                                                                          | 1931 ERMA DR..21-2036-L-11         | AMY & MICHAEL MCGOWAN                    | \$50.00  | \$2,200.00  | Closed  |
| [40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE                                                                                     |                                    |                                          |          |             |         |
| <b>104823</b>                                                                                                                                          | 348 VALLEY WOOD LN..21-7545        | KATHLEEN & ROBERT MCGEE                  | \$125.00 | \$15,100.00 | Pending |
| [40-1 - Solar Panels - Electric] ROOF MOUNTED SOLAR PANELS                                                                                             |                                    |                                          |          |             |         |
| <b>104834</b>                                                                                                                                          | 968 HOWARD ST..3-291               | MAYRA & JONATHAN LADWIG                  | \$50.00  | \$900.00    | Pending |
| [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] WIRE IN NEW AIR CONDITIONER UNIT                                                  |                                    |                                          |          |             |         |
| <b>104852</b>                                                                                                                                          | 305 S FISK ST..6-575               | JJP ACQUISITIONS LLC                     | \$50.00  | \$1.00      | Closed  |
| [40-1 - Electrical Service - Change (Residential)] REPLACE MAIN BREAKER                                                                                |                                    |                                          |          |             |         |
| <b>103887</b>                                                                                                                                          | 1705 9th ST..6-1465                | ANDREW J BASTEN                          | \$50.00  | \$3,850.00  | Pending |
| [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER                                                                    |                                    |                                          |          |             |         |
| <b>104554</b>                                                                                                                                          | 359 VAN CASTER DR..21-3725         | STOEY KENNETH F & MARY C REVOCABLE TRUST | \$50.00  | \$4,000.00  | Closed  |
| [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER                                                                  |                                    |                                          |          |             |         |
| <b>104557</b>                                                                                                                                          | 1460 9th ST..6-624                 | MORGAN M FICK                            | \$50.00  | \$9,000.00  | Closed  |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                                                                                    |                                    |                                          |          |             |         |
| <b>104558</b>                                                                                                                                          | 812 CASS ST..14-597                | KARI A & TIMOTHY PERLEWITZ               | \$50.00  | \$6,600.00  | Pending |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                                                                                    |                                    |                                          |          |             |         |
| <b>104559</b>                                                                                                                                          | 1610 FRANK ST..1-2726              | MARCIA L BETHUREM                        | \$50.00  | \$11,196.00 | Closed  |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                                                                                    |                                    |                                          |          |             |         |
| <b>104560</b>                                                                                                                                          | 1583 EDISON ST..8-636              | THERESA L & DAMIAN K SLAVEK              | \$50.00  | \$3,220.00  | Closed  |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                                                                                    |                                    |                                          |          |             |         |
| <b>104561</b>                                                                                                                                          | 820 HOWARD ST..3-157               | DORWIN B TEVEBAUGH SURVIVOR'S TRUST      | \$50.00  | \$3,300.00  | Closed  |
| [50-1 - Heating Unit Only (Residential)] FURNACE                                                                                                       |                                    |                                          |          |             |         |
| <b>104562</b>                                                                                                                                          | 1400 N BAIRD ST..21-1198-6         | PERRY PARK PARTNERS ETAL                 | \$50.00  | \$3,416.00  | Pending |
| [50-1 - Heating Unit Only (Residential)] FURNACE                                                                                                       |                                    |                                          |          |             |         |
| <b>104564</b>                                                                                                                                          | 2620 APPIAN WAY..21-79-4           | MOLLY J & MARVIN G PAIDER                | \$50.00  | \$4,160.00  | Closed  |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                                                                                    |                                    |                                          |          |             |         |
| <b>104566</b>                                                                                                                                          | 1425 N BAY HIGHLANDS DR..21-5493-5 | EILEEN G & KIRK J MASON                  | \$50.00  | \$10,842.00 | Closed  |
| [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER                                                                  |                                    |                                          |          |             |         |
| <b>104590</b>                                                                                                                                          | 1027 CHANTEL ST..6-2073            | SONIA L MCCLELLAN                        | \$50.00  | \$3,779.00  | Closed  |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                                                                                    |                                    |                                          |          |             |         |
| <b>104594</b>                                                                                                                                          | 920 ELMORE ST..5-246               | ANDREW A HORKMAN                         | \$50.00  | \$3,275.00  | Closed  |
| [50-1 - Heating Unit Only (Residential)] FURNACE                                                                                                       |                                    |                                          |          |             |         |

|                                                                                                 |                              |                                                |          |              |         |
|-------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------|----------|--------------|---------|
| <b>104597</b>                                                                                   | 2740 W MASON ST..6H-1752     | NORTHEAST WISCONSIN<br>TECHNICAL COLLEGE       | \$350.00 | \$8,256.00   | Closed  |
| [50-1 - Heating and Air Conditioning Units (Commercial)] REPLACE 5 HEAT/COOL RTU'S, NO DUCTWORK |                              |                                                |          |              |         |
| <b>104628</b>                                                                                   | 108 PACKERLAND DR..6H-1053-9 | PACKERLAND COMPLEX LLC                         | \$70.00  | \$9,500.00   | Closed  |
| [50-1 - Heating Unit Only (Commercial)] FURNACE - ROOFTOP                                       |                              |                                                |          |              |         |
| <b>104643</b>                                                                                   | 2620 WOODRIDGE LN..6H-1983   | CATALDO JOSEPH & ANN<br>REVOCABLE LIVING TRUST | \$50.00  | \$8,400.00   | Closed  |
| [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER           |                              |                                                |          |              |         |
| <b>104644</b>                                                                                   | 928 CHRISTIANA ST..3-992     | AMY L GEURTS                                   | \$50.00  | \$3,000.00   | Pending |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                             |                              |                                                |          |              |         |
| <b>104645</b>                                                                                   | 135 CLIFFVIEW DR..21-3314    | TERIC J HINES                                  | \$50.00  | \$13,450.00  | Closed  |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                             |                              |                                                |          |              |         |
| <b>104646</b>                                                                                   | 1266 ROSCOE ST..1-430-B      | JAMES & SUSAN ZIMMERMAN                        | \$50.00  | \$5,800.00   | Closed  |
| [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER           |                              |                                                |          |              |         |
| <b>104647</b>                                                                                   | 1675 RANCHLAND DR..6-1479    | COURTNEY & JOSH KENEW<br>GERZETICH             | \$50.00  | \$2,850.00   | Closed  |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                             |                              |                                                |          |              |         |
| <b>104648</b>                                                                                   | 1230 THOMAS ST..18-163       | BARBARA F & ELMER L BLAIR                      | \$50.00  | \$3,000.00   | Closed  |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                             |                              |                                                |          |              |         |
| <b>104649</b>                                                                                   | 926 CHRISTIANA ST..3-992     | AMY L GEURTS                                   | \$50.00  | \$2,800.00   | Pending |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                             |                              |                                                |          |              |         |
| <b>104651</b>                                                                                   | 852 ABRAMS ST..21-5726       | BEATRIZ SANCHEZ, ETAL                          | \$50.00  | \$3,250.00   | Pending |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                             |                              |                                                |          |              |         |
| <b>104666</b>                                                                                   | 600 PACKERLAND DR..6H-1741   | MCDONALD LUMBER CO INC                         | \$630.00 | \$230,000.00 | Pending |
| [50-1 - Heating and Air Conditioning Units (Commercial)] 9 RTU'S                                |                              |                                                |          |              |         |
| <b>104671</b>                                                                                   | 2750 HUMBOLDT RD..21-332-4   | BAIRD VIEW HOMES LLC                           | \$70.00  | \$4,500.00   | Pending |
| [50-1 - Heating Unit Only (Commercial)] COMMERCIAL BOILER                                       |                              |                                                |          |              |         |
| <b>104698</b>                                                                                   | 1172 E WALNUT ST..14-271     | LIVING ZEN LLC                                 | \$50.00  | \$5,000.00   | Pending |
| [50-1 - Heating Unit Only (Residential)] FURNACE                                                |                              |                                                |          |              |         |
| <b>104705</b>                                                                                   | 820 SPENCE ST..2-1365        | JESSICA M SLAWINSKI                            | \$50.00  | \$9,300.00   | Closed  |
| [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER           |                              |                                                |          |              |         |
| <b>104706</b>                                                                                   | 1957 HAROLD ST..21-2445-N-5  | HUMBERTO<br>SAUCEDOALBARADO, ETAL              | \$50.00  | \$3,050.00   | Pending |
| [50-1 - AC Unit Only (Residential)] AIR CONDITIONER                                             |                              |                                                |          |              |         |
| <b>104707</b>                                                                                   | 2644 RED FERN LN..6H-3393    | LINDA K HYDE                                   | \$50.00  | \$5,650.00   | Closed  |
| [50-1 - Heating Unit Only (Residential)] FURNACE                                                |                              |                                                |          |              |         |
| <b>104708</b>                                                                                   | 1821 ARGONNE DR..6-2704      | MARY ANN C WOODWORTH                           | \$50.00  | \$3,650.00   | Closed  |
| [50-1 - Heating Unit Only (Residential)] FURNACE                                                |                              |                                                |          |              |         |
| <b>104709</b>                                                                                   | 973 CHRISTIANA ST..3-304     | BRIAN L & BETHANY L<br>FIELDHOUSE              | \$50.00  | \$3,400.00   | Closed  |
| [50-1 - Heating Unit Only (Residential)] FURNACE                                                |                              |                                                |          |              |         |
| <b>104724</b>                                                                                   | 118 S WASHINGTON ST..12-341  | LARRY & BARBARA ERICKSON                       | \$140.00 | \$9,635.00   | Closed  |

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

**104726** 1564 CEDAR ST..19-152 JESSICA L RABAS \$50.00 \$3,326.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

**104728** 1128 LANGLADE AV..1-382-A EARL M & DIANE K MILLER \$50.00 \$4,900.00 Closed

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

**104729** 815 S MONROE AV..16-140 BRENDA & BRYANT M COUGHLIN \$50.00 \$14,000.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

**104737** 1215 S WEBSTER AV..17-7 RICHARD W BLUMENSTEIN \$50.00 \$4,000.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

**104741** 136 BERGER ST..21-2564 HOLLY & ALEX R RIPLEY \$50.00 \$3,525.00 Closed

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

**104743** 1695 MILLS ST..21-2010 SCHREIBER FOODS INC \$360.00 \$80,000.00 Pending

[50-1 - AC Unit Only (Commercial)] FURNISH AND INSTALL A STEEL SUPPORT STRUCTURE FOR NEW EVAPCO RMAU

**104772** 900 S MAPLE AV..2-895 SCOTT D PRUST \$50.00 \$7,000.00 Closed

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

**104773** 1945 NEWBERRY AV..21-2312-2 KATHRYN L MAIER \$50.00 \$6,500.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

**104779** 2439 OAKWOOD DR..6H-1499 MATTHEW R GREATENS \$50.00 \$6,800.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

**104780** 1732 WESTFIELD AV..6-2409 STEVEN G & MARLENE A JANSEN \$50.00 \$2,950.00 Closed

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

**104781** 1168 ELMORE ST..5-1308 GARY M & SANDRA S STANKEVITZ \$50.00 \$6,800.00 Closed

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

**104782** 143 S ONEIDA ST..3-270 STEVEN W DOERS \$50.00 \$8,500.00 Closed

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITOINER

**104783** 2519 HEATHER RD..21-4301 MATTHEW A HAHN, ETAL \$50.00 \$3,900.00 Pending

[50-1 - Heating Unit Only (Residential)] FURNACE

**104800** 1245 MAIN ST..8-264 J DARRELL GREIG \$70.00 \$5,062.00 Pending

[50-1 - AC Unit Only (Commercial)] AIR CONDITIONER

**104809** 1082 REED ST..5-709 KATHLEEN A JAUQUET \$50.00 \$6,203.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

**104811** 1282 LAWE ST..17-333 PATRICIA & PAUL FILYES \$50.00 \$3,289.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

**104812** 3322 EDINBURGH RD..22-1585 ZEFERINO ZUNIGACABALLERO, ETAL \$50.00 \$3,895.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

**104814** 1490 CEDAR ST..8-92 JUAN MANUEL BARRERASANDOVAL, ETAL \$50.00 \$3,289.00 Closed



[50-1 - AC Unit Only (Residential)] AIR CONDITONER

|               |                                     |                 |         |            |         |
|---------------|-------------------------------------|-----------------|---------|------------|---------|
| <b>104815</b> | 1438-1440 DANCING DUNES DR..6H-2865 | JUDITH K FISHER | \$50.00 | \$3,875.00 | Pending |
|---------------|-------------------------------------|-----------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                           |                                   |         |            |        |
|---------------|---------------------------|-----------------------------------|---------|------------|--------|
| <b>104816</b> | 129 HUDSON ST..3-1014-A-1 | JOSEPH S & KATHERINE L<br>ZIETLOW | \$50.00 | \$9,302.00 | Closed |
|---------------|---------------------------|-----------------------------------|---------|------------|--------|

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

|               |                         |                   |         |            |         |
|---------------|-------------------------|-------------------|---------|------------|---------|
| <b>104832</b> | 127 S TAYLOR ST..6-1892 | MARGARET M BRUSKY | \$50.00 | \$3,289.00 | Pending |
|---------------|-------------------------|-------------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                     |                                       |         |            |         |
|---------------|---------------------|---------------------------------------|---------|------------|---------|
| <b>104833</b> | 832 ROY AV..18-1394 | MALISSA & MATTHEW DANE<br>CHRISTENSEN | \$50.00 | \$4,114.00 | Pending |
|---------------|---------------------|---------------------------------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                        |                                |         |            |         |
|---------------|------------------------|--------------------------------|---------|------------|---------|
| <b>104835</b> | 334 CONOVER DR..6-2561 | DIANE M & NORBERT L<br>TRAEGER | \$50.00 | \$3,876.00 | Pending |
|---------------|------------------------|--------------------------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                        |                |         |            |         |
|---------------|------------------------|----------------|---------|------------|---------|
| <b>104843</b> | 521 ABRAMS ST..21-2625 | ZACHARY CARTER | \$50.00 | \$3,875.00 | Pending |
|---------------|------------------------|----------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                             |                |         |            |         |
|---------------|-----------------------------|----------------|---------|------------|---------|
| <b>104850</b> | 423 MEADOW WIND DR..21-7179 | STEVEN MERTENS | \$50.00 | \$9,918.00 | Pending |
|---------------|-----------------------------|----------------|---------|------------|---------|

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

|               |                        |              |         |            |         |
|---------------|------------------------|--------------|---------|------------|---------|
| <b>104857</b> | 1221 EMILIE ST..17-294 | RHONDA NOWAK | \$50.00 | \$4,227.00 | Pending |
|---------------|------------------------|--------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                     |                                  |         |            |        |
|---------------|---------------------|----------------------------------|---------|------------|--------|
| <b>104858</b> | 1019 12th AV..2-848 | RANDALL L & GAIL R<br>OLEJNICZAK | \$50.00 | \$4,200.00 | Closed |
|---------------|---------------------|----------------------------------|---------|------------|--------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                           |                          |         |            |         |
|---------------|---------------------------|--------------------------|---------|------------|---------|
| <b>104859</b> | 2495 DEERPATH DR..21-6082 | TIMOTHY T & JULIA D OPEL | \$50.00 | \$7,400.00 | Pending |
|---------------|---------------------------|--------------------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                            |                             |         |            |         |
|---------------|----------------------------|-----------------------------|---------|------------|---------|
| <b>104865</b> | 479 EARNHARDT CT...21-7781 | FRANK E & JUDI I SCHUMACHER | \$50.00 | \$3,195.00 | Pending |
|---------------|----------------------------|-----------------------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                            |                  |         |            |         |
|---------------|----------------------------|------------------|---------|------------|---------|
| <b>104868</b> | 2314 SANDY LN..21-1111-S-3 | ROBERT A DEGRAVE | \$50.00 | \$8,600.00 | Pending |
|---------------|----------------------------|------------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                       |                |         |            |        |
|---------------|-----------------------|----------------|---------|------------|--------|
| <b>104869</b> | 845 ERNST DR..6-158-B | SANDRA R MOHAN | \$50.00 | \$3,050.00 | Closed |
|---------------|-----------------------|----------------|---------|------------|--------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                       |                    |         |             |         |
|---------------|-----------------------|--------------------|---------|-------------|---------|
| <b>104870</b> | 1145 CHERRY ST..14-95 | JENNIFER FINENDALE | \$50.00 | \$10,500.00 | Pending |
|---------------|-----------------------|--------------------|---------|-------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                              |                                  |         |             |         |
|---------------|------------------------------|----------------------------------|---------|-------------|---------|
| <b>104871</b> | 532 SUMMER WINDS DR..21-7089 | NANCY A & MARTY A<br>CHRISTENSEN | \$50.00 | \$11,500.00 | Pending |
|---------------|------------------------------|----------------------------------|---------|-------------|---------|

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

|               |                             |                        |         |            |         |
|---------------|-----------------------------|------------------------|---------|------------|---------|
| <b>104872</b> | 335 N WASHINGTON ST..12-1-2 | RIVER CENTER LOFTS LLC | \$70.00 | \$4,900.00 | Pending |
|---------------|-----------------------------|------------------------|---------|------------|---------|

[50-1 - Heating Unit Only (Commercial)] FURNACE - RTU

|               |                             |                               |         |             |         |
|---------------|-----------------------------|-------------------------------|---------|-------------|---------|
| <b>104873</b> | 919 AUTO PLAZA DR..21-127-3 | GANDRUD IVAN CHEVROLET<br>INC | \$70.00 | \$10,600.00 | Pending |
|---------------|-----------------------------|-------------------------------|---------|-------------|---------|

[50-1 - Heating Unit Only (Commercial)] FURNACE RTU

|               |                           |                   |         |            |         |
|---------------|---------------------------|-------------------|---------|------------|---------|
| <b>104882</b> | 1256 HOBART DR..6H-1133-E | CHRISTINE M KINTZ | \$50.00 | \$4,050.00 | Pending |
|---------------|---------------------------|-------------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                         |                  |         |            |         |
|---------------|-------------------------|------------------|---------|------------|---------|
| <b>104883</b> | 1470 EMILIE ST..17-1013 | LUISA REYES CRUZ | \$50.00 | \$7,200.00 | Pending |
|---------------|-------------------------|------------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                         |                           |         |            |         |
|---------------|-------------------------|---------------------------|---------|------------|---------|
| <b>104884</b> | 1015 CHANTEL ST..6-2075 | KAREN G & RANDALL P BORST | \$50.00 | \$3,150.00 | Pending |
|---------------|-------------------------|---------------------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                       |             |         |            |         |
|---------------|-----------------------|-------------|---------|------------|---------|
| <b>104885</b> | 1093 ROSCOE ST..1-388 | GARY STACHE | \$50.00 | \$4,400.00 | Pending |
|---------------|-----------------------|-------------|---------|------------|---------|

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

|               |                               |                     |            |          |        |
|---------------|-------------------------------|---------------------|------------|----------|--------|
| <b>104529</b> | 1562 FOREST GLEN DR..6-1027-7 | JULIE ANN KREJCAREK | \$1,020.00 | \$400.00 | Closed |
|---------------|-------------------------------|---------------------|------------|----------|--------|

[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION - SUMP PUMP LATERAL

|               |                               |               |            |          |        |
|---------------|-------------------------------|---------------|------------|----------|--------|
| <b>104530</b> | 1580 FOREST GLEN DR..6-1027-4 | SANDRA J DALY | \$1,020.00 | \$400.00 | Closed |
|---------------|-------------------------------|---------------|------------|----------|--------|

[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION SUMP PUMP LATERAL

|               |                               |                  |            |          |        |
|---------------|-------------------------------|------------------|------------|----------|--------|
| <b>104555</b> | 1556 FOREST GLEN DR..6-1027-8 | STEVEN M TORDEUR | \$1,020.00 | \$300.00 | Closed |
|---------------|-------------------------------|------------------|------------|----------|--------|

[60-1 - Storm Sewers - Connection/Repair (Redisential)] SUMP PUMP LATERAL, STREET RESURFACING

|               |                          |                                 |         |          |        |
|---------------|--------------------------|---------------------------------|---------|----------|--------|
| <b>104567</b> | 1518 WESTERN AV..6-135-C | SCHOEN STREET CONDO RENTALS LLC | \$30.00 | \$300.00 | Closed |
|---------------|--------------------------|---------------------------------|---------|----------|--------|

[60-1 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY SEWER REPAIR

|               |                       |                     |         |            |        |
|---------------|-----------------------|---------------------|---------|------------|--------|
| <b>104571</b> | 821 S BROADWAY..2-213 | SUSAN LYNN ROBINSON | \$30.00 | \$5,000.00 | Closed |
|---------------|-----------------------|---------------------|---------|------------|--------|

[60-1 - Repair/Alter Existing Plumbing System (Commercial)] REPAIR CATCH BASIN

|               |                          |                |            |          |        |
|---------------|--------------------------|----------------|------------|----------|--------|
| <b>104579</b> | 512 S JACKSON ST..14-520 | ERIN R KORNELY | \$1,020.00 | \$600.00 | Closed |
|---------------|--------------------------|----------------|------------|----------|--------|

[60-1 - Storm Sewers - Connection/Repair (Redisential)] NEW STORM SEWER CONNECTION - RUNNING SUMP PUMP UNDERGROUND DIRECTLY TO CITY STORM SEWER

|               |                           |               |         |            |        |
|---------------|---------------------------|---------------|---------|------------|--------|
| <b>104580</b> | 604-606 S MAPLE AV..2-223 | TODD VANGROLL | \$30.00 | \$1,600.00 | Closed |
|---------------|---------------------------|---------------|---------|------------|--------|

[60-1 - Storm Sewers - Connection/Repair (Redisential)] SANITARY SEWER REPAIR - 4"

|               |                        |                                 |            |          |        |
|---------------|------------------------|---------------------------------|------------|----------|--------|
| <b>104586</b> | 316 CONOVER DR..6-2269 | DAVID D & DOREEN J CUDNOHUFISKY | \$1,020.00 | \$600.00 | Closed |
|---------------|------------------------|---------------------------------|------------|----------|--------|

[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION

|               |                            |                  |            |            |        |
|---------------|----------------------------|------------------|------------|------------|--------|
| <b>104607</b> | 1290 DIVISION ST..5-1330-D | LOU ELLEN PAHNKE | \$1,020.00 | \$2,400.00 | Closed |
|---------------|----------------------------|------------------|------------|------------|--------|

[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION

|               |                          |                      |            |            |         |
|---------------|--------------------------|----------------------|------------|------------|---------|
| <b>104611</b> | 725 S JACKSON ST..14-592 | MARCELO U GRAZZIOTIN | \$1,020.00 | \$1,600.00 | Pending |
|---------------|--------------------------|----------------------|------------|------------|---------|

[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION

|               |                            |                               |         |            |         |
|---------------|----------------------------|-------------------------------|---------|------------|---------|
| <b>104612</b> | 3107 S EAGLE TERR..6H-2649 | KRISTENE A & ROBERT J KRUEGER | \$50.00 | \$1,500.00 | Pending |
|---------------|----------------------------|-------------------------------|---------|------------|---------|

[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

|               |                            |                |            |            |        |
|---------------|----------------------------|----------------|------------|------------|--------|
| <b>104616</b> | 1577 CAREFUL DR..6-1027-40 | STACEY L BROCK | \$1,020.00 | \$1,100.00 | Closed |
|---------------|----------------------------|----------------|------------|------------|--------|

[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION

|               |                         |                                |         |            |        |
|---------------|-------------------------|--------------------------------|---------|------------|--------|
| <b>104624</b> | 1036 CAROLINE ST..3-237 | BC REAL ESTATE INVESTMENTS LLC | \$30.00 | \$3,000.00 | Closed |
|---------------|-------------------------|--------------------------------|---------|------------|--------|

[60-1 - Repair/Alter Existing Plumbing System (Residential)] EMERGENCY REPLACEMENT OF WATER LINE

|               |                    |                 |        |            |        |
|---------------|--------------------|-----------------|--------|------------|--------|
| <b>104625</b> | 856 BOND ST..5-203 | JAMES M STREBEL | \$0.00 | \$3,670.00 | Closed |
|---------------|--------------------|-----------------|--------|------------|--------|

[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE

|               |                         |                          |         |             |        |
|---------------|-------------------------|--------------------------|---------|-------------|--------|
| <b>104630</b> | 2691 FINGER RD..21-3189 | MARY ANN & KEVIN J KAKUK | \$50.00 | \$15,616.00 | Closed |
|---------------|-------------------------|--------------------------|---------|-------------|--------|

[60-1 - Repair/Alter Existing Plumbing System (Residential)] BATHTUB & SURROUND BEING REPLACE BY WALKIN SHOWER & SURROUND, INCLUDING MIXER VALVE & TRAP

|               |                                                                                                                                                                                        |                                               |            |             |         |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------|-------------|---------|
| <b>104635</b> | 1725 W CRUSADE LN..6H-3965<br>[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS                                                                                                   | KRYSTLE J & TRAVIS L WAITS                    | \$100.00   | \$500.00    | Pending |
| <b>104652</b> | 1591 ELLIS ST..19-212<br>[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE                                                                           | DAWN CZERWINSKI                               | \$0.00     | \$4,050.00  | Pending |
| <b>104654</b> | 854 LUKE LN..21-6368<br>[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXER VALVE AND TRAP                                           | MARIA & PEDRO CUIEL                           | \$50.00    | \$12,600.00 | Closed  |
| <b>104655</b> | 914 DAY ST..7-427<br>[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION, INCLUDING MIXER VALVE AND TRAP                                             | ERIC T & DEBRA A RENIER                       | \$50.00    | \$11,702.00 | Closed  |
| <b>104659</b> | 1138 S JACKSON ST..16-199<br>[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER REPLACEMENT                                                                           | GARY & LYNN A LEUER                           | \$0.00     | \$3,000.00  | Closed  |
| <b>104660</b> | 1659 MURPHY DR..6-1243<br>[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION                                                                               | SUSAN H SWIEKATOWSKI                          | \$1,020.00 | \$1,000.00  | Closed  |
| <b>104670</b> | 1291 OREGON ST..5-668-A-1<br>[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION                                                                            | JESSICA L LEPAK                               | \$1,020.00 | \$400.00    | Closed  |
| <b>104680</b> | 515 S MONROE AV..14-386<br>[60-1 - Lawn Sprinklers (Commercial)] LAWN SPRINKLERS - PER FOX VALLEY IRRIGATION - IMMEL IS TAKING CARE OF PLUMBING AS PART OF PARKING LOT RECONSTRUCTION. | FAMILY SERVICES OF<br>NORTHEAST WISCONSIN INC | \$70.00    | \$5,000.00  | Pending |
| <b>104681</b> | 1020 RED FOX DR..6H-4351<br>[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS                                                                                                     | DANIEL A WERNER                               | \$100.00   | \$3,700.00  | Pending |
| <b>104685</b> | 1651 JUNIPER DR..21-1110-M-18<br>[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION                                                                 | PATRICE M & KEITH M ELSNER                    | \$50.00    | \$1,500.00  | Pending |
| <b>104691</b> | 3340 LARGO RIDGE DR..21-8238<br>[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLER<br>Irrigation Doctors will get plumber's signature on PLBG Permit and sent back next week.       | KRISTI L & CHAD D MEYER                       | \$100.00   | \$2,000.00  | Pending |
| <b>104711</b> | 712 S CLAY ST..14-841<br>[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE                                                                           | JAMES W EMMEL                                 | \$0.00     | \$3,850.00  | Pending |
| <b>104713</b> | 401 N MAPLE AV..5-1003<br>[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE                                                                          | BARBARA A LUCZAK                              | \$0.00     | \$5,450.00  | Pending |
| <b>104716</b> | 143 CLIFFVIEW DR..21-3315<br>[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION -                                                                          | MATTHEW A & CARA J NEWMAN                     | \$1,020.00 | \$300.00    | Closed  |
| <b>104719</b> | 1278 OREGON ST..5-669-D<br>[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION                                                                              | MOLLY M GATSKIE                               | \$1,020.00 | \$600.00    | Closed  |
| <b>104720</b> | 1296 OREGON ST..5-668-C<br>[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION                                                                              | THOMAS R & COLLEEN A<br>GATSKIE               | \$1,020.00 | \$500.00    | Closed  |
| <b>104730</b> | 2494 VAGABOND ST..21-3196<br>[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAKING WATER LINE                                                                       | SUZANNE & GER VANG                            | \$30.00    | \$1,000.00  | Closed  |
| <b>104740</b> | 815 CHERRY ST..10-69<br>[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED LEAD WATER SERVICE                                                                 | BLH INVESTMENTS LLC                           | \$0.00     | \$3,700.00  | Closed  |
| <b>104753</b> | 730 LAMBEAU ST..6H-1630                                                                                                                                                                | BELSON CO INC THE                             | \$30.00    | \$8,000.00  | Closed  |

|                                                                                                                                          |                                |                               |             |                 |         |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------|-------------|-----------------|---------|
| [60-1 - Sanitary Sewers - Connection/Repair (Commercial)] REPLACE SANITARY LATERAL FROM BUILDING TO THE MAIN IN THE MIDDLE OF LAMBEAU ST |                                |                               |             |                 |         |
| <b>104757</b>                                                                                                                            | 1154 DIVISION ST..5-1348       | CYNTHIA J & ROBERT E HAATS    | \$1,020.00  | \$1,000.00      | Closed  |
| [60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION                                                           |                                |                               |             |                 |         |
| <b>104761</b>                                                                                                                            | 384 BRETCOE DR..21-1147-36     | ALBERT P & PATRICIA A LORENZ  | \$30.00     | \$5,200.00      | Pending |
| [60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE SANITARY SEWER FROM HOUSE TO CURB                                   |                                |                               |             |                 |         |
| <b>104764</b>                                                                                                                            | 505 S VAN BUREN ST..14-801     | RANKIN GB HOLDINGS LLC        | \$70.00     | \$3,000.00      | Pending |
| [60-1 - Repair/Alter Existing Plumbing System (Residential)] REPIPE DRAIN, VENT AND WATER SERVING LAUNDRY TRAY AND 4 CLOTHES WASHERS     |                                |                               |             |                 |         |
| <b>104771</b>                                                                                                                            | 1744 AMY ST..21-2542-K-34      | FRANKLIN P ZELLNER            | \$30.00     | \$1,500.00      | Pending |
| [60-1 - Water Heater (Residential)] WATER HEATER                                                                                         |                                |                               |             |                 |         |
| <b>104786</b>                                                                                                                            | 1305 ELMORE ST..5-1329-1       | STEVEN D & JULIE M FREES      | \$50.00     | \$12,817.00     | Closed  |
| [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXING VALVE AND TRAP                    |                                |                               |             |                 |         |
| <b>104802</b>                                                                                                                            | 3173 FINGER RD..21-5450        | RUSSELL J & KAREN D BURICH    | \$50.00     | \$1,200.00      | Pending |
| [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION                                                    |                                |                               |             |                 |         |
| <b>104820</b>                                                                                                                            | 1117 DOUSMAN ST..5-698         | DLRC LLC                      | \$0.00      | \$4,200.00      | Closed  |
| [60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE                                                      |                                |                               |             |                 |         |
| <b>104821</b>                                                                                                                            | 1437 CEDAR ST..8-108           | KENNETH A & JANET E LEMENS    | \$0.00      | \$4,200.00      | Pending |
| [60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE                                                      |                                |                               |             |                 |         |
| <b>104831</b>                                                                                                                            | 3466 E MASON ST ..21-171-2     | ERIE ROAD PROPERTIES LLC      | \$70.00     | \$10,000.00     | Pending |
| [60-1 - Lawn Sprinklers (Commercial)] ADDITION TO EXISTING IRRIGATION SYSTEM, NO ADDITIONAL PLUMBING, NO WORK IN ROW                     |                                |                               |             |                 |         |
| <b>104842</b>                                                                                                                            | 1585 FOREST GLEN DR..6-1027-14 | WILLIAM R & ELIZABETH A GUISE | \$1,020.00  | \$400.00        | Closed  |
| [60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTOIN                                                           |                                |                               |             |                 |         |
| <b>104863</b>                                                                                                                            | 1250 ELIZA ST..17-271          | SHARON M & WAYNE M JIROVETZ   | \$0.00      | \$3,000.00      | Pending |
| [60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER REPLACEMENT                                                          |                                |                               |             |                 |         |
| <b>104864</b>                                                                                                                            | 1159 13th AV..1-709            | NEPOLIAN PHILLIPS             | \$50.00     | \$1,200.00      | Pending |
| [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION                                                    |                                |                               |             |                 |         |
| <b>104879</b>                                                                                                                            | 1589 KENNEDY DR..6-2705        | LINDA E & PETER G BETH        | \$50.00     | \$14,630.00     | Pending |
| [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION AND REPLACING MIXING VALVE AND TRAP                |                                |                               |             |                 |         |
| <b>104593</b>                                                                                                                            | 2641 W MASON ST..6H-1137-12    | KA & N INDUSTRIES INC         | \$214.33    | \$15,000.00     | Pending |
| [70-1 - Signs - Permanent] Updated Wall and Pylon Signage                                                                                |                                |                               |             |                 |         |
| <b>104608</b>                                                                                                                            | 1601 SHAWANO AV..6-251-A       | PARKCHESTER PROPERTIES LLC    | \$191.77    | \$23,000.00     | Pending |
| [70-1 - Signs - Permanent] New Wall & Pylon w/ Manual Changable Copy                                                                     |                                |                               |             |                 |         |
| <b>Totals:</b> 304 projects                                                                                                              |                                |                               | \$89,295.77 | \$27,540,341.20 |         |



# Summary of Projects Issued

5/1/2021 to 5/31/2021

| Class of Work                                                                                                                                          | Proj | Site | Plan | Bldg | Elec | HVAC | Plbg | EC | Fees Paid   | Estimated Cost  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------|------|------|------|------|----|-------------|-----------------|
| 1 Residential - New - Single Family House                                                                                                              | 6    | 6    | 12   | 6    | 6    | 6    | 6    | 6  | \$7,063.50  | \$1,529,000.00  |
| 2 Residential - Addition - Single Family House                                                                                                         | 2    | 2    | 2    | 2    | 2    | 2    | 1    | 0  | \$760.00    | \$99,000.00     |
| 2 Residential - Alteration - 1 -2 Family House                                                                                                         | 9    | 1    | 8    | 9    | 5    | 2    | 5    | 0  | \$1,615.63  | \$231,524.00    |
| 4 Residential - Addition - Garage, Carport                                                                                                             | 2    | 2    | 2    | 2    | 1    | 0    | 0    | 0  | \$250.00    | \$16,200.00     |
| 7 Deck, Porch, Patio, Ramp (Residential)                                                                                                               | 11   | 4    | 5    | 11   | 0    | 0    | 0    | 0  | \$800.00    | \$78,357.00     |
| 9 Demolition - Interior (Residential)                                                                                                                  | 2    | 0    | 0    | 2    | 0    | 0    | 0    | 0  | \$100.00    | \$1,001.00      |
| 9 Raze - Building or Structure (Residential)                                                                                                           | 1    | 0    | 1    | 1    | 0    | 0    | 1    | 1  | \$175.00    | \$13,000.00     |
| 11 Driveway Replacement and/or Expansion (Residential)                                                                                                 | 22   | 0    | 0    | 22   | 0    | 0    | 0    | 0  | \$1,100.00  | \$112,441.40    |
| 11 Fence (Residential)                                                                                                                                 | 51   | 1    | 1    | 51   | 0    | 0    | 0    | 0  | \$3,020.00  | \$205,865.00    |
| 11 Foundation Repair (Residential)                                                                                                                     | 5    | 1    | 1    | 5    | 0    | 0    | 0    | 0  | \$301.50    | \$94,266.00     |
| 11 Garage/Carport/Shed (residential)                                                                                                                   | 8    | 2    | 2    | 8    | 1    | 0    | 0    | 0  | \$563.84    | \$50,539.00     |
| 11 Swimming Pool (Residential)                                                                                                                         | 9    | 6    | 3    | 9    | 8    | 5    | 0    | 2  | \$1,525.00  | \$157,381.00    |
| 30 Commercial - Alteration - Multi-Family of 3 or more units                                                                                           | 1    | 0    | 0    | 1    | 0    | 0    | 0    | 0  | \$70.00     | \$9,874.80      |
| 30 Commercial - New - 5 or More Family Building                                                                                                        | 2    | 0    | 2    | 2    | 2    | 2    | 2    | 2  | \$10,943.85 | \$1,450,000.00  |
| 31 Commercial - Alteration - Non-Residence, Non-Housekeeping                                                                                           | 11   | 0    | 10   | 11   | 10   | 4    | 3    | 0  | \$14,377.37 | \$1,910,931.00  |
| 31 Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels) | 1    | 1    | 5    | 1    | 1    | 1    | 1    | 1  | \$7,013.17  | \$480,000.00    |
| 32 Commercial - New - Hospital, Institutional (hospitals, convalescent homes, clinics, orphanages, rest homes, sanitariums)                            | 1    | 1    | 5    | 1    | 1    | 1    | 1    | 1  | \$14,857.66 | \$12,889,000.00 |
| 34 Cell Tower - Alteration to Existing (Commercial)                                                                                                    | 1    | 0    | 0    | 1    | 0    | 0    | 0    | 0  | \$70.00     | \$15,000.00     |
| 34 Demolition - Interior (Commercial)                                                                                                                  | 2    | 0    | 0    | 2    | 0    | 0    | 0    | 0  | \$140.00    | \$31,120.00     |
| 34 Parking Lot - New & Reconstruction (Commerical)                                                                                                     | 2    | 0    | 0    | 2    | 0    | 0    | 0    | 0  | \$140.00    | \$115,708.00    |
| 34 Raze- Building or Structure (Commercial)                                                                                                            | 3    | 0    | 0    | 3    | 1    | 0    | 0    | 0  | \$210.00    | \$893,501.00    |
| 34 Roofing (Commercial)                                                                                                                                | 3    | 0    | 0    | 3    | 0    | 0    | 0    | 0  | \$633.15    | \$5,704,875.00  |
| 34 Temporary Office/Trailer/Event (Commercial)                                                                                                         | 2    | 0    | 0    | 2    | 1    | 0    | 0    | 0  | \$210.00    | \$8,831.00      |
| 34 Window, Door - Replacement (Commercial)                                                                                                             | 1    | 0    | 0    | 1    | 0    | 0    | 0    | 0  | \$70.00     | \$457,680.00    |
| 34 Z - Misc Project Not Listed (Commercial)                                                                                                            | 1    | 0    | 0    | 1    | 0    | 0    | 0    | 0  | \$70.00     | \$8,000.00      |
| 40 Electrical Service - Change (Commercial)                                                                                                            | 2    | 0    | 0    | 0    | 2    | 0    | 0    | 0  | \$140.00    | \$12,000.00     |
| 40 Electrical Service - Change (Residential)                                                                                                           | 11   | 0    | 0    | 0    | 11   | 0    | 0    | 0  | \$550.00    | \$19,253.00     |
| 40 Electrical Service - Repair (Residential)                                                                                                           | 3    | 0    | 0    | 0    | 3    | 0    | 0    | 0  | \$150.00    | \$4,069.00      |
| 40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)                                                                                          | 5    | 0    | 0    | 0    | 5    | 0    | 0    | 0  | \$140.00    | \$12,750.00     |
| 40 Electrical Wiring (Misc., Alteration, Repair) (Residential)                                                                                         | 4    | 0    | 1    | 1    | 4    | 0    | 1    | 0  | \$325.00    | \$6,500.00      |
| 40 Solar Panels - Electric                                                                                                                             | 1    | 0    | 1    | 1    | 1    | 0    | 0    | 0  | \$125.00    | \$15,100.00     |
| 50 AC Unit Only (Commercial)                                                                                                                           | 2    | 0    | 1    | 1    | 1    | 2    | 0    | 0  | \$430.00    | \$85,062.00     |
| 50 AC Unit Only (Residential)                                                                                                                          | 38   | 0    | 0    | 0    | 0    | 38   | 0    | 0  | \$1,900.00  | \$193,430.00    |
| 50 Heating and Air Conditioning Units (Commercial)                                                                                                     | 2    | 0    | 0    | 0    | 0    | 2    | 0    | 0  | \$980.00    | \$238,256.00    |
| 50 Heating and Air Conditioning Units (Residential)                                                                                                    | 16   | 0    | 0    | 0    | 0    | 16   | 0    | 0  | \$890.00    | \$122,450.00    |

|                                                        |     |    |    |     |    |    |    |    |             |                 |
|--------------------------------------------------------|-----|----|----|-----|----|----|----|----|-------------|-----------------|
| 50 Heating Unit Only (Commercial)                      | 4   | 0  | 0  | 0   | 0  | 4  | 0  | 0  | \$280.00    | \$29,500.00     |
| 50 Heating Unit Only (Residential)                     | 8   | 0  | 0  | 0   | 0  | 8  | 0  | 0  | \$400.00    | \$31,591.00     |
| 60 Lawn Sprinklers (Commercial)                        | 2   | 0  | 0  | 0   | 0  | 0  | 2  | 0  | \$140.00    | \$15,000.00     |
| 60 Lawn Sprinklers (Residential)                       | 3   | 0  | 0  | 1   | 0  | 0  | 3  | 0  | \$300.00    | \$6,200.00      |
| 60 Repair/Alter Existing Plumbing System (Commercial)  | 1   | 0  | 0  | 0   | 0  | 0  | 1  | 0  | \$30.00     | \$5,000.00      |
| 60 Repair/Alter Existing Plumbing System (Residential) | 12  | 0  | 0  | 0   | 0  | 0  | 12 | 0  | \$580.00    | \$83,965.00     |
| 60 Sanitary Sewers - Connection/Repair (Commercial)    | 1   | 0  | 0  | 0   | 0  | 0  | 1  | 0  | \$30.00     | \$8,000.00      |
| 60 Sanitary Sewers - Connection/Repair (Residential)   | 1   | 0  | 0  | 0   | 0  | 0  | 1  | 0  | \$30.00     | \$300.00        |
| 60 Storm Sewers - Connection/Repair (Residential)      | 16  | 0  | 0  | 0   | 0  | 0  | 16 | 0  | \$15,330.00 | \$13,200.00     |
| 60 Water Heater (Residential)                          | 1   | 0  | 0  | 0   | 0  | 0  | 1  | 0  | \$30.00     | \$1,500.00      |
| 60 Water Service - Connection/Repair (Residential)     | 10  | 0  | 0  | 0   | 0  | 0  | 10 | 0  | \$30.00     | \$36,120.00     |
| 70 Signs - Permanent                                   | 2   | 2  | 0  | 2   | 0  | 0  | 0  | 0  | \$406.10    | \$38,000.00     |
| <b>Totals:</b>                                         | 304 | 29 | 62 | 165 | 66 | 93 | 68 | 13 | \$89,295.77 | \$27,540,341.20 |

**GENERAL ORDINANCE NO. 17-21**

**AN ORDINANCE  
CREATING SECTION 40-139,  
GREEN BAY MUNICIPAL CODE  
RELATING TO ELECTRIC SCOOTER REGULATIONS**

**WHEREAS**, Section 349.237 of the Wisconsin Statutes authorizes the governing body of any municipality, by ordinance, to regulate the rental and operation of Electric Scooters in a manner consistent with bicycle regulations; and

**WHEREAS**, the City of Green Bay has agreed to a pilot program to allow electric scooter usage in the city, but the agreement and the regulations included therein are not enforceable or included in the Green Bay Municipal Code; and

**WHEREAS**, in order to create the safest possible situation for the operation of electric scooters in Green Bay, it is necessary to add protections to the Green Bay Municipal Code consistent with those applicable to bicycle operations and Section 349.237 of the Wisconsin Statutes including the prohibition of their operation on city sidewalks.

**BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:**

**SECTION 1.** Section 40-139, Green Bay Municipal Code, is hereby created to read:

**Sec. 40.139 Electric Scooter Regulations.**

(a) *Defined.* Electric scooter means a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on paved level surface when powered solely by the electric motor.

(b) *State laws applicable.* Every person using an electric scooter upon a public roadway shall be subject to the provisions of all ordinances and state laws applicable to the operator of any vehicle, except those provisions with reference to the equipment of vehicles and those provisions that, by their nature, would have no application.

(c) *Where Prohibited.* No electric scooters shall be operated on any public sidewalks, any City-owned parking ramps, or any roadway, trail, path, or property where a sign is erected indicating that bicycles and/or electric scooters are prohibited. In addition, no electric scooter shall be operated on any of the following streets under any circumstances:

- (1) Mason Street (Tilleman Bridge) from the intersection of Tenth Avenue to Jackson Street.

(2) Ashland Avenue from the intersection of Ninth Street to Third Street.

(d) *Riding on Roadway.*

(1) Every person using an electric scooter upon a two-way public street shall ride as near as practicable to within five feet of the right curb or edge of the roadway, except when passing another vehicle or making a left-hand turn; and when riding in groups, users of electric scooters shall ride in single file, except on residential streets which are not divided by painted or other marked extra lines where they may ride two abreast. On one-way roads, the user may ride as near as practicable to within five feet of the left-hand curb or edge of the roadway.

(2) Persons using electric scooters shall not impede the normal movement of motor vehicle traffic.

(e) *Bicycle ways.* Operation of electric scooters shall be permitted on any ways, lanes, trails, paths, or other property designated for the use and operation of bicycles.

(f) *Clinging to other vehicles.* No person using an electric scooter shall cling to or attach themselves or an electric scooter to any moving vehicle.

(g) *Contests with other vehicles; Stunt riding.* No person using an electric scooter shall participate in any race, speed, or endurance contest with any other moving vehicle on a City roadway or practice any fancy or acrobatic riding or stunts while operating such electric scooter.

(h) *Observance of traffic regulations and speed limits.* Every person using an electric scooter upon a public roadway shall obey all the instructions of official traffic-control devices, signs, and signals applicable to vehicles and shall not operate an electric scooter at a speed greater than the speed limit.

(i) *Yielding to traffic.* The operator of a vehicle shall yield the right-of-way to a person using an electric scooter in the same manner as for bicyclists and pedestrians. When using an electric scooter, every person shall, upon entering a public roadway, yield the right-of-way to motor vehicles, except that a person using an electric scooter shall be subject to the same regulations as bicyclists and pedestrians. Operators of electric scooters shall offer the right of way to bicycles in bike lanes and on bike paths.

(j) *Towing of persons, vehicles, trailers, prohibited.* The operator of an electric scooter shall not tow, drag, or caused to be drawn behind the electric scooter any coaster, sled, toy vehicle, trailer, person on in-line skates, or any other type of conveyance.

(k) *Carrying of passengers.* No electric scooter shall be used to carry more persons at one time than the number for which it is designed and equipped.



(l) *Age limits.* No person less than eight (8) years of age shall operate an electric scooter on City roadways, except that persons six (6) or seven (7) years of age may do so during daylight hours if accompanied by an adult capable of remaining close enough to ensure the safe operation of the scooter by the six- or seven-year-old, such as by walking or running alongside, using their own electric scooter or bicycle, or engaging in a similar activity.

(m) *Headphones prohibited.* Operators of electric scooters shall not wear any headphones, earphones, or earbuds covering or inserted into both ears while operating an electric scooter.

(n) *Equipment regulations; lamps and reflectors.* Every person using electric scooters between one-half hour after sunset and one-half hour before sunrise shall be equipped with a lamp firmly attached to the front of such electric scooter exhibiting a white light to the front, and with a reflector or a lamp mounted on the rear of the vehicle visible at a distance of 500 feet. The reflector shall not be less than three (3) inches in diameter.

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

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

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

jib

062921

**RESOLUTION AUTHORIZING CONDITIONAL USE  
PERMIT AT 108 NORTH QUINCY STREET  
(ZP 20-40)**

**June 29, 2021**

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

That, pursuant to Zoning Petition 20-40 and the recommendation of the Plan Commission on June 7, 2021, the City of Green Bay does authorize a conditional-use permit for a shelter use, in an Office/Residential (OR) district located at 108 North Quincy Street, submitted by Pat Drury, Drury Designs on behalf of the JNC Recovery House, property owner:

NAVARINO PLAT LOT 716 & N 28 FT OF LOT 717, 10,302 SQ FT

Tax Parcel No.10-88

Said conditional-use permit shall be granted subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

Adopted \_\_\_\_\_

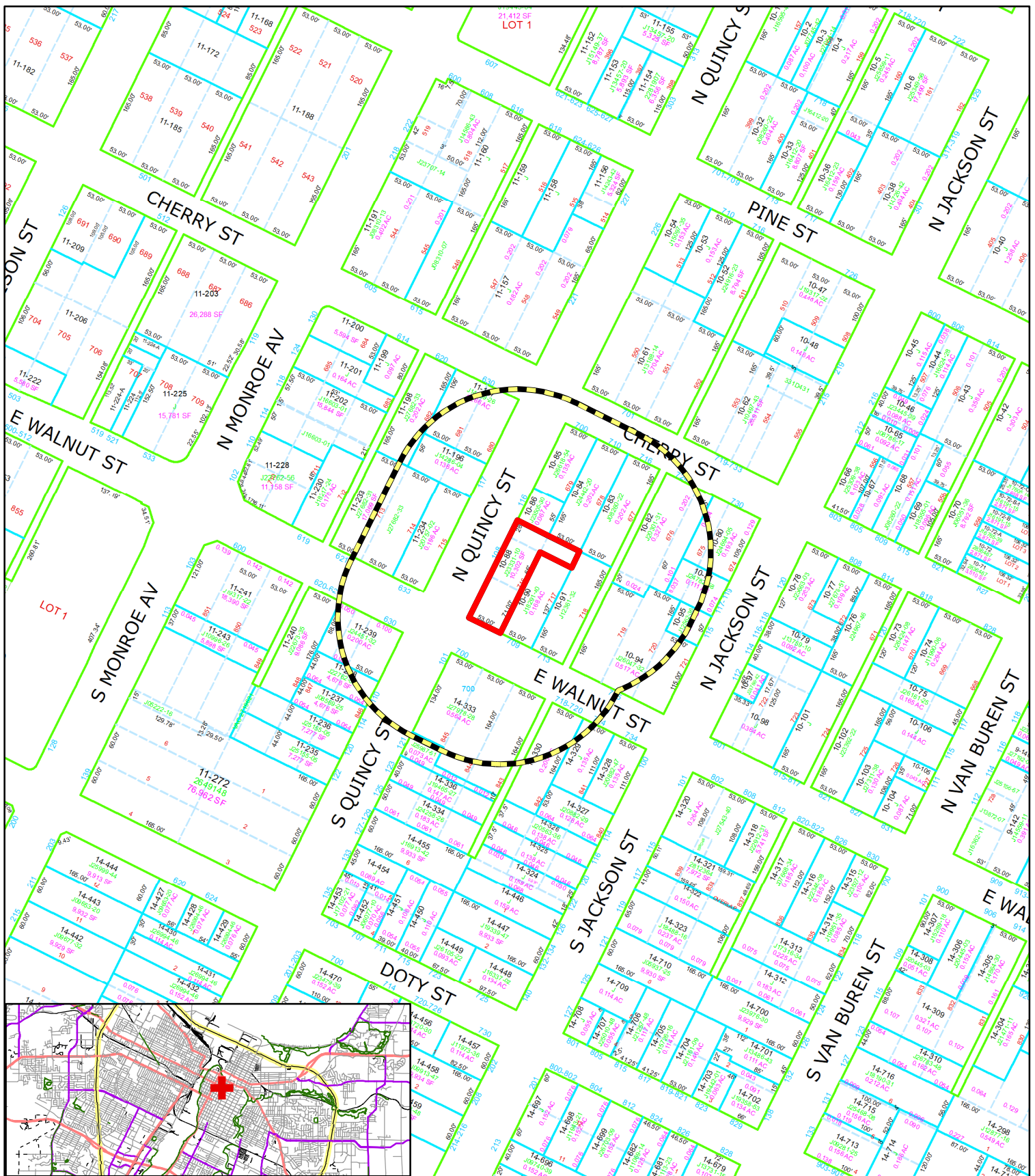
Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

pn

Attachment – Map



**Zoning Petition (ZP 20-40)**  
**Proposed Conditional Use Permit (CUP)**  
**108 North Quincy 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

For Official Notice:

**Public Notification  
Proposed Conditional Use Permit (CUP)  
108 North Quincy Street  
(ZP 20-40)**

The Green Bay Plan Commission will hold a public hearing on **Monday, June 7, 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

+1 312 626 6799,,84137675822# US (Chicago)

+1 646 876 9923,,84137675822# US (New York)

[Dial by your location](#)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Find your local number: <https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSiZGZlFjcmlpWnZlOEVnUT09>

The hearing is regarding the following:

A request to authorize a Conditional Use Permit (CUP) for a shelter use in an Office/Residential (OR) district at 108 North Quincy Street, submitted by Pat Drury, Drury Designs on behalf of the JNC Recovery House, property owner. (Ald. R.Scannell, District 7)

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

City of Green Bay

Department of Community and Economic Development

Attn: Paul Neumeyer

100 N. Jefferson St., Rm. 608

Green Bay, WI 54301

For additional information, contact Paul Neumeyer at (920) 448-3405 or [paul.neumeyer@greenbaywi.gov](mailto:paul.neumeyer@greenbaywi.gov).

**Publication Dates: May 24, 2021 and May 31, 2021**



**RESOLUTION AUTHORIZING CONDITIONAL USE  
PERMIT AT 1979 MAIN STREET  
(ZP 21-07)**

**June 29, 2021**

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

That, pursuant to Zoning Petition 21-07 and the recommendation of the Plan Commission on June 7, 2021, the City of Green Bay does authorize a conditional-use permit for a request to authorize a Conditional Use Permit (CUP) for a drive-through facility at 1979 Main Street, submitted by Marc Rodriguez, SmitCo Eateries, applicant:

ASTORS SUBD OF PC 3 TO 7 E W 5AC OF E 10AC OF S 15AC OF  
LOTS 9 & 10 EX 333 D 83 & VAC ST EX HWY & ALSO PART IN  
J02832-43 EX J26106-43 & PART VAC ST IN 1719318 EX 1736264 &  
EX 1736265, 1.943 AC M/L

Tax Parcel No.21-1328

Said conditional-use permit shall be granted subject to:

- a. The property owner/applicant initiate a land division and proposal for future land use(s), prior to occupancy of the proposed restaurant, to find an appropriate land use for the remnant land beyond the scope of the proposed restaurant.
- b. Approval of the Traffic Impact Analysis (TIA) and conditions of approval by the City Traffic Engineer.
- c. Approval of the requested variance by the Board of Appeals regarding the F.A.R. requirement.
- d. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

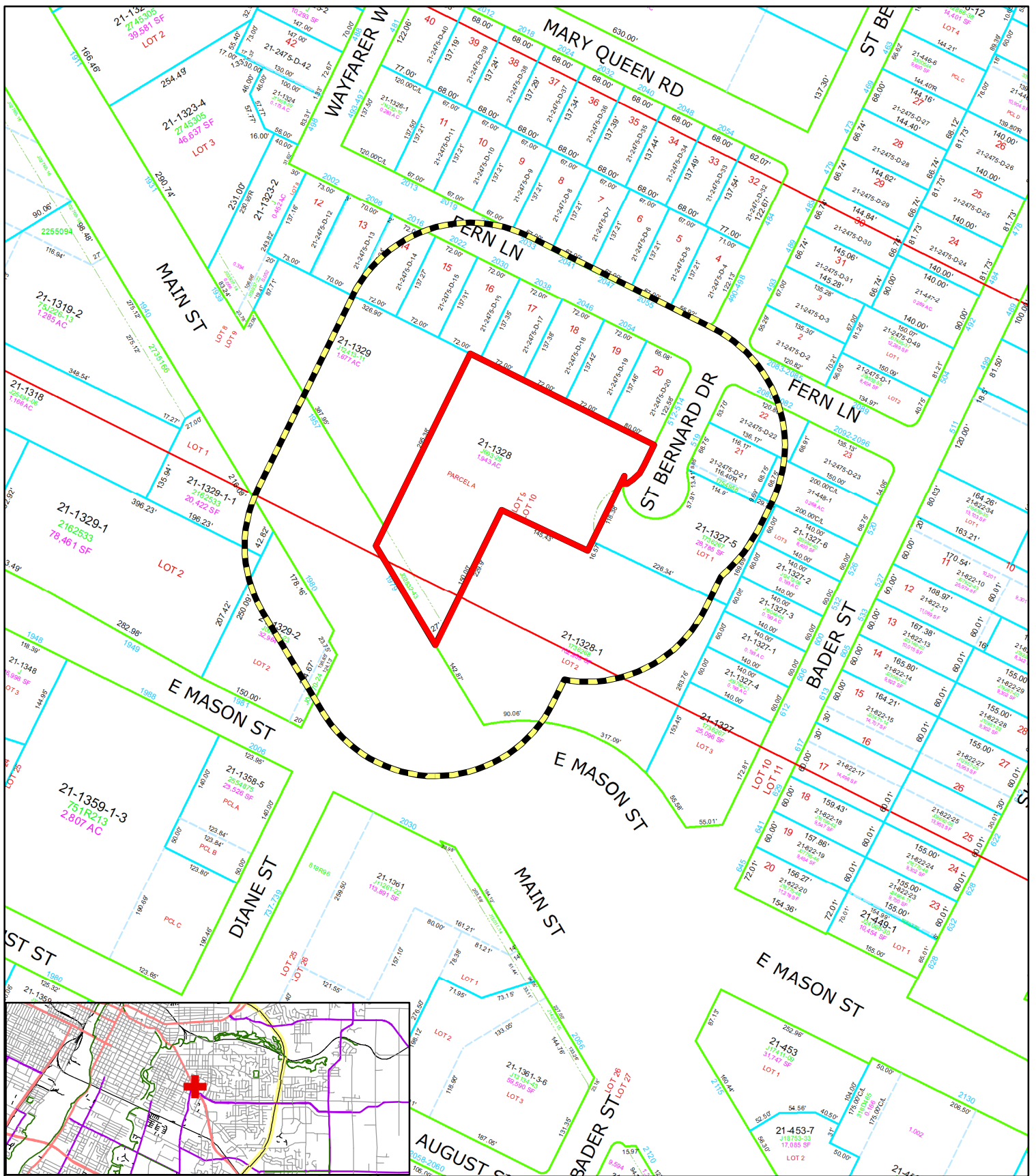
Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

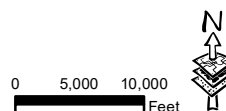
\_\_\_\_\_  
Clerk

pn  
Attachment – Map



**Zoning Petition (ZP 21-07)**  
**Proposed Conditional Use Permit (CUP)**  
**1979 Main Street**

- Subject Area
- 200' Property Owner Notice



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

For Official Notice:

**Public Notification  
Proposed Conditional Use Permit (CUP)  
1979 Main Street  
(ZP 21-07)**

The Green Bay Plan Commission will hold a public hearing on **Monday, April 12, 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=L2EyVlpDSlZGZ1FjcmlpWnZlOEVnUT09>

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 (Washington D.C)

+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/kc8xd2MWP>

The hearing is regarding the following:

A request to authorize a Conditional Use Permit (CUP) for a drive-through facility at 1979 Main Street, submitted by Marc Rodriguez, SmitCo Eateries, applicant. (Ald. L. Gerlach, District 3)

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

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

For additional information, contact Paul Neumeyer at (920) 448-3405 or [paul.neumeyer@greenbaywi.gov](mailto:paul.neumeyer@greenbaywi.gov).

**Publication Dates: March 29, 2021 and April 5, 2021**

**RESOLUTION AMENDING THE  
CONDITIONAL USE PERMIT  
AUTHORIZED AT 421 ERIE ROAD  
(ZP 21-15)**

**June 29, 2021**

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

That, pursuant to Zoning Petition 21-15 and the recommendation of the Plan Commission on June 7, 2021, the City of Green Bay does authorize amendment of the conditional-use permit approved on October 20, 2015, to allow for an additional 16 assisted living units in a new addition located on the following described property at 421 Erie Road:

LOT 1 OF 61 CSM 41 BNG PRT OF SW1/4 NW1/4 & BNG PRT OF NW1/4  
SW1/4 SEC 1 T23N R21E [Tax Parcel Number: 21-16-1-16]

Said amendment to the conditional use permit shall be granted subject to the following conditions:

1. Any expansion of Community Living Arrangement or Assisted Living uses will require an amendment to this Conditional Use Permit.
2. Compliance with all the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

sjh

Attachment – Map



**LOW DENSITY RESIDENTIAL (R-1) DESCRIPTION:**

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 2, T23N-R21E; THENCE N88°23'51"W, 1247.49 FEET ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER; THENCE N00°02'48"W, 25.03 FEET TO THE POINT OF BEGINNING; THENCE N00°02'48"W, 135.07 FEET ALONG THE EAST LINE OF DOCUMENT #2677366, BROWN COUNTY RECORDS; THENCE N88°23'51"W, 50.00 FEET ALONG THE NORTH LINE OF SAID DOCUMENT; THENCE N00°02'26"W, 1142.37 FEET ALONG THE EAST LINE OF WOODSIDE HEIGHTS PLAT, RECORDED IN VOLUME 22, PLATS, PAGE 42 (DOCUMENT #2009014) AND WOODSIDE HEIGHTS 1ST ADDITION, RECORDED IN VOLUME 22, PLATS, PAGE 104 (DOCUMENT #2092460), BROWN COUNTY RECORDS; THENCE S74°14'20"E, 70.36 FEET; THENCE S15°14'13"E, 43.97 FEET; THENCE S43°58'00"E, 256.26 FEET; THENCE S53°37'22"E, 140.96 FEET; THENCE S00°21'17"E, 53.09 FEET; THENCE S10°30'47"W, 120.98 FEET; THENCE S01°03'06"W, 59.49 FEET; THENCE S46°25'50"E, 51.50 FEET; THENCE S09°56'08"E, 58.53 FEET; THENCE S21°20'33"W, 45.80 FEET; THENCE S09°50'30"E, 35.00 FEET; THENCE S53°25'11"E, 39.58 FEET; THENCE N58°38'34"E, 38.41 FEET; THENCE S48°22'48"E, 202.89 FEET; THENCE S02°10'08"W, 116.36 FEET; THENCE S42°56'37"E, 12.60 FEET; THENCE S29°10'58"E, 97.07 FEET; THENCE S58°38'34"W, 190.59 FEET; THENCE N31°21'26"W, 102.78 FEET; THENCE S57°58'40"W, 161.39 FEET; THENCE S89°54'39"W, 244.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 509,246 SQUARE FEET / 11.69 ACRES, MORE OR LESS.  
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**CONSERVANCY DESCRIPTION:**

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E; THENCE S00°26'04"W, 1289.17 FEET ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE N88°57'34"W, 873.68 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, TO THE POINT OF BEGINNING; THENCE S49°53'45"E, 142.09 FEET; THENCE S80°58'54"E, 86.37 FEET; THENCE S36°16'04"E, 83.91 FEET; THENCE S14°39'34"W, 37.81 FEET; THENCE S08°01'09"E, 25.99 FEET; THENCE S62°47'24"E, 99.63 FEET; THENCE S02°58'38"W, 112.54 FEET; THENCE S32°35'54"W, 97.68 FEET; THENCE S06°03'56"E, 68.22 FEET; THENCE S43°33'47"E, 106.47 FEET; THENCE S64°34'13"E, 118.03 FEET; THENCE S43°42'51"E, 59.13 FEET; THENCE S14°05'28"E, 46.96 FEET; THENCE S02°45'22"E, 71.41 FEET; THENCE S15°53'26"E, 109.45 FEET; THENCE S44°25'27"W, 58.97 FEET; THENCE S17°18'21"W, 72.47 FEET; THENCE S63°18'49"E, 52.22 FEET; THENCE S25°39'22"E, 156.37 FEET; THENCE S51°44'08"E, 34.86 FEET; THENCE S22°17'27"E, 115.16 FEET; THENCE S89°41'24"E, 76.39 FEET; THENCE S56°35'06"E, 55.56 FEET TO THE SOUTH LINE OF SAID QUARTER-QUARTER; THENCE N88°23'51"W, 234.10 FEET ALONG SAID SOUTH LINE TO THE STARTING POINT OF A MEANDER LINE, SAID POINT BEING S88°23'51"E, 96 FEET, MORE OR LESS, FROM THE CENTERLINE OF THE SOUTH BRANCH OF BAIRD CREEK; THENCE N01°36'09"E, 173.91 FEET ALONG SAID MEANDER LINE; THENCE N33°26'17"W, 157.06 FEET TO THE ENDING POINT OF SAID MEANDER LINE, SAID POINT BEING S58°38'34"E, 58 FEET, MORE OR LESS, FROM THE CENTERLINE OF SAID CREEK; THENCE S58°38'34"W, 300.42 FEET; THENCE N29°10'58"W, 97.07 FEET; THENCE N42°56'37"W, 12.60 FEET; THENCE N02°10'08"E, 217.90 FEET; THENCE N48°22'48"W, 202.89 FEET; THENCE S58°38'34"W, 38.41 FEET; THENCE N53°25'11"W, 39.58 FEET; THENCE N09°50'30"W, 35.00 FEET; THENCE N21°20'33"E, 45.80 FEET; THENCE N09°56'08"W, 58.53 FEET; THENCE N46°25'50"W, 51.50 FEET; THENCE N01°03'06"E, 59.49 FEET; THENCE N10°30'47"E, 120.98 FEET; THENCE N00°21'17"W, 53.09 FEET; THENCE N53°37'22"W, 140.96 FEET; THENCE N43°58'00"W, 256.26 FEET; THENCE N15°14'13"W, 43.97 FEET; THENCE N74°14'20"W, 70.36 FEET TO THE EAST LINE OF LOT 73 OF WOODSIDE HEIGHTS 1ST ADDITION, RECORDED IN VOLUME 22, PLATS, PAGE 104 (DOCUMENT #2092460), BROWN COUNTY RECORDS; THENCE N00°02'26"W, 42.00 FEET ALONG SAID LINE; THENCE S88°57'34"E, 434.77 FEET ALONG THE NORTH LINE OF SAID QUARTER-QUARTER TO THE POINT OF BEGINNING. PARCEL INCLUDES ALL LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE SOUTH BRANCH OF BAIRD CREEK

PARCEL CONTAINS 505,003 SQUARE FEET / 11.59 ACRES, MORE OR LESS, TO THE MEANDER LINE AND SECTION LINE.  
PARCEL CONTAINS 527,179 SQUARE FEET / 12.10 ACRES, MORE OR LESS, TO THE CENTERLINE OF THE CREEK.  
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**MEDIUM DENSITY RESIDENTIAL (R-2) DESCRIPTION:**

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 OF SECTION 2, T23N-R21E; THENCE N88°23'51"W, 77.24 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE N56°35'06"W, 55.56 FEET; THENCE N89°41'24"W, 76.39 FEET; THENCE N22°17'27"W, 115.16 FEET; THENCE N51°44'08"W, 34.88 FEET; THENCE N25°39'22"W, 156.37 FEET; THENCE N63°18'49"W, 52.22 FEET; THENCE N17°18'21"E, 72.47 FEET; THENCE N44°25'27"E, 58.97 FEET; THENCE N15°53'26"W, 109.45 FEET; THENCE N02°45'22"W, 71.41 FEET; THENCE N14°05'28"W, 46.96 FEET; THENCE N43°42'51"W, 59.13 FEET; THENCE N64°34'13"W, 118.03 FEET; THENCE N43°33'47"W, 106.47 FEET; THENCE N06°03'56"W, 68.22 FEET; THENCE N32°35'54"E, 97.68 FEET; THENCE N02°58'38"E, 112.54 FEET; THENCE N62°47'24"W, 99.63 FEET; THENCE N08°01'09"W, 25.99 FEET; THENCE N14°39'34"E, 37.81 FEET; THENCE N36°16'04"W, 83.91 FEET; THENCE N80°58'54"W, 86.37 FEET; THENCE N49°53'45"W, 142.09 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE S88°57'34"E, 873.68 FEET ALONG SAID NORTH LINE; THENCE S00°26'04"W, 1357.02 FEET ALONG THE EAST LINE OF SAID QUARTER-QUARTER TO THE POINT OF BEGINNING. PARCEL INCLUDES ALL LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE SOUTH BRANCH OF BAIRD CREEK

PARCEL CONTAINS 624,661 SQUARE FEET / 14.34 ACRES, MORE OR LESS.

PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.







For Official Notice:

**Public Notification  
Proposed Rezoning  
Parcel 21-40-6  
(ZP 21-01)**

The Green Bay Plan Commission will hold a public hearing on **Monday, April 12, 2021**, at 6:00 p.m. The meeting will be conducted at a virtual location. 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:

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Find your local number: <https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSiZGZlFjcmlpWnZlOEVnUT09>

The hearing is regarding the following:

(ZP 21-01) Consideration with possible action on the request to rezone parcel 21-40-6, known as The Woods, from Rural Residential (RR) to Low-Density Residential (R1) on the west side, Conservancy (CON) in the center, and Medium-Density Residential (R2) on the east side, submitted by Joel Ehrfurth, Mach IV Engineering & Surveying LLC on behalf of Green Viper Inc., property owner. (Ald. B. Dorff, District 1)

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: Stephanie Hummel

100 N. Jefferson St., Rm. 608

Green Bay, WI 54301

For additional information, contact Stephanie Hummel at (920) 448-3424 or

[Stephanie.Hummel@greenbaywi.gov](mailto:Stephanie.Hummel@greenbaywi.gov).

**Publication Dates: March 29, 2021 and April 5, 2021**



**RESOLUTION AUTHORIZING CONDITIONAL-USE  
PERMIT AT 1406 SMITH STREET  
(ZP 21-14)**

**JUNE 29, 2021**

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

That, pursuant to Zoning Petition 21-14 and the recommendation of the Plan Commission on June 21, 2021, the City of Green Bay does authorize a conditional-use permit allow the addition of an extended handicap bathroom, laundry area, and an ADA compliant ramp on the following described property located at 1406 Smith Street:

**Lot Nineteen (19), according to the recorded Plat of X. Martin's  
Addition, in the City of Green Bay, East side of Fox River, Brown  
County, Wisconsin. Tax parcel number 7-635.**

Said conditional-use permit shall be granted subject to compliance with all regulations of the Green Bay Municipal Code.

Adopted \_\_\_\_\_

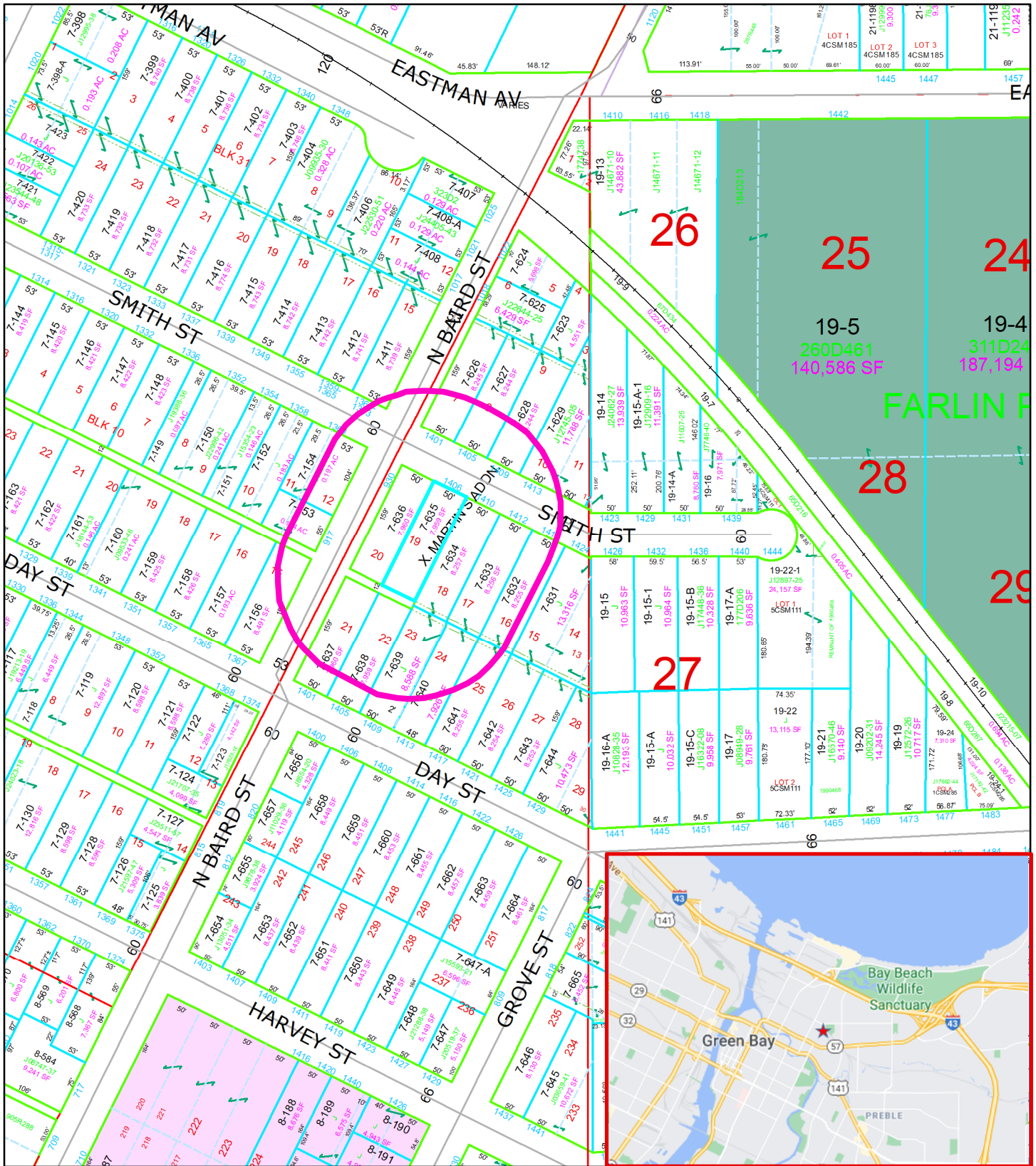
Approved \_\_\_\_\_

\_\_\_\_\_  
Eric Genrich, Mayor

\_\_\_\_\_  
Celestine Jeffreys, Clerk

MS:

Attachment – Location Map



(ZP 21-14) Conditional Use Permit  
(CUP) 1406 Smith Street

0 50 100 200 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

Parcel Number:  
7-635

-  Subject Parcel
-  Notification Area 200'

For Official Notice:

**Public Notification  
Proposed Conditional Use Permit (CUP)  
1406 Smith Street  
(ZP 21-14)**

The Green Bay Plan Commission will hold a public hearing on **Monday, June 21, 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

+1 312 626 6799,,84137675822# US (Chicago)

+1 646 876 9923,,84137675822# US (New York)

[Dial by your location](#)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Meeting ID: 841 3767 5822

Find your local number: <https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSiZGZlFjcmlpWnZlOEVnUT09>

The hearing is regarding the following:

(ZP 21-14) Consideration with possible action on the request to authorize a Conditional Use Permit (CUP) for a two family dwelling located at 1406 Smith Street, submitted by Nancy Myers, property owner. (Ald. K. Lefebvre, District 6)

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 (920) 448-3407 or [madison.smith@greenbaywi.gov](mailto:madison.smith@greenbaywi.gov).

**Publication Dates: June 7, 2021 and June 14, 2021**



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.5**

Resolution supporting the legislation of how municipalities pay tax refunds.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. claim for excessive tax reform bill
2. 2021 - 06-29 Resolution - Support AB399 and SB396



June 2, 2021

TO: Finance Committee

FROM: Russ Schwandt, City Assessor

RE: Support for proposed legislation

The state Assessor's Association in conjunction with the League of Wisconsin Municipalities has been working to correct what we have seen as an inconsistency with how interest is calculated on property tax refunds. I have attached the explanation from the Legislative Reference Bureau.

Rep. Rob Brooks (R-Saukville) and Sen. Jerry Petrowski (R-Marathon) have agreed to introduce the attached bill. The bill modifies the interest rate calculation for tax refunds under sec. 74.35 and requires all taxing jurisdictions to contribute to the cost of paying interest on tax refunds. Please ask your legislators to support this bill.

I would also ask that the City adopt a resolution supporting this legislation. Thank you.

LRB-2431/1 and LRB-3654/1

Relating to: interest on claims of excessive assessment and for recovery of unlawful property taxes.

This bill cleans up two inconsistencies in statutes dealing with interest paid on property tax refunds. The inconsistencies in current law have negative financial impacts on city, town, and village taxpayers.

Under current law, the method for calculating interest paid on tax refunds differs significantly depending on which statute a property taxpayer uses to challenge whether or how much property taxes he or she owes.

- Under sec. 74.35, Recovery of Unlawful Taxes, which is used, for example, to claim that the property was exempt from taxation, the community must, when refunding taxes, include interest at the rate of .8 percent a month from the date on which the individual filed the claim. This equals a 9.6 percent annual interest rate.
- Property owners seeking to claim an overpayment of property taxes caused by an alleged over assessment of property taxes cause by an alleged over assessment of the property must proceed under a different statute, sec. 74.37, to obtain a refund of extra taxes paid as a result of an excessive assessment. When communities refund property taxes to owners under section 74.37, the interest on refund payments is calculated at the average annual discount rate determined by the last auction of six-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid.

The interest is typically much higher under 74.35 than under 74.37. From 1987 to 2007, the interest rate was the same under both statutes, .8 per month. In 2007, The legislature passed Act 86, which made several changes to the process for challenging over assessments of property, including modernizing the interest amount under sec. 74.37. The interest rate specified in sec. 74.35 has not been changed or modernized since 1987. This bill makes the interest calculation under both statutes the same one again by tying the interest rate in both provisions to the six-month treasury bill.

The other change this bill makes requires all taxing jurisdictions, including the county and the school district, to contribute to the cost of interest payments on property tax refunds. Under current law, all local taxing jurisdictions contribute proportionately to the cost of the tax refund, but only the city, village, or town pays the interest on the refund. This bill allows the city, village, or town to collect from each underlying taxing jurisdiction its proportionate share of the interest paid on property tax refunds.

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### *Analysis by the Legislative Reference Bureau*

Under current law, a person may file a claim with the taxation district where the property is located to recover unlawful property taxes. A person who files a claim must allege at least one of the following as the basis for the claim:

1. The taxation district made a clerical error regarding the description of the property or the computation of the tax.
2. The assessment included real property improvements that did not exist on the date of the assessment.
3. The property is exempt from taxation.
4. The property is not located in a taxation district.
5. The taxation district made a double assessment of the property.

If the taxation district allows the claim, it pays the claimant the amount of property taxes collected and may include interest at the rate of 0.8 percent a month, computed from the date on which the person filed the claim.

Under current law, a person may also file a claim with the taxation district where the property is located alleging that the assessment of the person's property is excessive. If the taxation district allows the claim, it pays the claimant the amount of the excess and may include interest at the average annual discount rate determined by the last auction of six-month U.S. treasury bills before the filing of the claim per day for the period between the time when the tax was due and the date that the claim was paid. This rate is generally lower than the rate of interest paid on claims to recover unlawful property taxes.

This bill changes the interest rate for payments made on a claim to recover unlawful taxes so that it is the same as the payments made on a claim of excessive assessment.

Under current law, when a taxation district rescinds or refunds property taxes paid by a taxpayer in the district, the district may submit a form to the Department of Revenue to collect from each underlying taxing jurisdiction its proportionate share of the rescinded or refunded amount. However, that amount does not include interest paid by the taxation district on claim for excessive assessment or to recover the unlawful property taxes. This bill allows the taxation district to collect from each underlying taxing jurisdiction its proportionate share of the interest paid on claims for excessive assessment or to recover unlawful property taxes.

**RESOLUTION IN SUPPORT OF LEGISLATION  
REGARDING HOW MUNICIPALITIES PAY TAX REFUNDS**

**JUNE 29, 2021**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, under current law, the method for how municipalities calculate interest to be paid as part of a property tax refund depends on which statute the taxpayer uses to challenge whether or how much property taxes are owed; and

WHEREAS, the method used under Wis. Stat. §74.35, for recovery of unlawful taxes, would result in a 9.6% annual interest rate being used to calculate interest on property tax refunds; and

WHEREAS, the method used under Wis. Stat. §74.37, for recovery of overpayment of property taxes caused by an over assessment of the property value, ties the interest rate to the discount rate based on the last auction of six-month U.S. treasury bills; and

WHEREAS, from 1987 until 2007, the interest rate used under both §74.35 and §74.37 was the same; and

WHEREAS, the interest rate specified in Wis. Stat. §74.35 has not been updated since 1987; and

WHEREAS, in 2007, the Wisconsin legislature passed Act 86, which made several changes to the process for challenging over assessments of property, including modernizing the interest amount under §74.37; and

WHEREAS, 2021 Assembly Bill 399 and 2021 Senate Bill 396 would make the interest rates the same under both §74.35 and §74.37 by tying both provisions to the six-month treasury bill, and

WHEREAS, under current law, all local taxing jurisdictions contribute proportionately to the cost of the tax refund, but only the city, village, or town pays the interest on the refund; and

WHEREAS, the changes under AB399 and SB396 would also require all taxing districts, including the County and school district, to contribute to the cost of interest payments on property tax refunds;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay, calls on the Legislature to pass 2021 Assembly Bill 399 and 2021 Senate Bill 396 in order to create uniform interest rate calculations on property tax refunds and to allow the proportional collection from any underlying taxing jurisdiction its share of interest paid on property tax refunds, and the Common Council of the City of Green Bay directs the Clerk to



send a copy of this resolution to the state legislators representing the City of Green Bay, to Governor Tony Evers and to the League of Wisconsin Municipalities.

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.6**

Initial Resolution Authorizing the Issuance of Not to Exceed \$2,145,000 General Obligation Bonds for Street Improvements.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. \$2145000

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

**June 29, 2021**

**Resolution No. \_\_\_\_**

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**An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$2,145,000 General Obligation Bonds  
for Street Improvements**

---

**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$2,145,000 for street improvements, including, but not limited to, construction of and improvements to streets, street design, and installation of related sidewalks and survey monuments; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: June 29, 2021

Approved: June \_\_, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **CERTIFICATIONS BY CLERK**

I, Celestine Jeffreys, 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 Issuance of Not to Exceed \$2,145,000 General Obligation Bonds for Street Improvements**

I do hereby further certify as follows:

1. **Meeting Date.** On June 29, 2021 a meeting of the Governing Body was held commencing at \_\_\_\_ p.m.
2. **Posting.** On June \_\_\_, 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 June \_\_\_, 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 which 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 which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, \_\_\_\_ of the Governing Body members voted Aye, \_\_\_\_ voted Nay, and \_\_\_\_ Abstained.



7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June \_\_\_, 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 June \_\_\_, 2021.

---

Clerk

[SEAL]



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.7**

Initial Resolution Authorizing the Issuance of Not to Exceed \$1,415,000 General Obligation Bonds for Sewerage Improvements.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. \$1415000

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

June 29, 2021

Resolution No. \_\_\_\_

---

**An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$1,415,000 General Obligation Bonds  
for Sewerage Improvements**

---

**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$1,415,000 for sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements and installation of related survey monuments; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: June 29, 2021

Approved: June \_\_, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **CERTIFICATIONS BY CLERK**

I, Celestine Jeffreys, 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 Issuance of Not to Exceed \$1,415,000 General Obligation Bonds for Sewerage Improvements**

I do hereby further certify as follows:

1. **Meeting Date.** On June 29, 2021 a meeting of the Governing Body was held commencing at \_\_\_\_ p.m.
2. **Posting.** On June \_\_\_, 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 June \_\_\_, 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 which 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 which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, \_\_\_\_ of the Governing Body members voted Aye, \_\_\_\_ voted Nay, and \_\_\_\_ Abstained.



7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June \_\_, 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 June \_\_, 2021.

---

Clerk

[SEAL]



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.8**

Initial Resolution Authorizing the Issuance of Not to Exceed \$725,000 General Obligation Bonds for Parking Lots or Other Parking Facilities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. \$725000

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

June 29, 2021

Resolution No. \_\_\_\_

---

**An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$725,000 General Obligation Bonds  
for Parking Lots or Other Parking Facilities**

---

**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$725,000 for parking lots or other parking facilities; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: June 29, 2021

Approved: June \_\_, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **CERTIFICATIONS BY CLERK**

I, Celestine Jeffreys, 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 Issuance of Not to Exceed \$725,000 General Obligation Bonds for Parking Lots or Other Parking Facilities**

I do hereby further certify as follows:

1. **Meeting Date.** On June 29, 2021 a meeting of the Governing Body was held commencing at \_\_\_\_ p.m.
2. **Posting.** On June \_\_\_, 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 June \_\_\_, 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 which 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 which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, \_\_\_\_ of the Governing Body members voted Aye, \_\_\_\_ voted Nay, and \_\_\_\_ Abstained.



7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June \_\_\_, 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 June \_\_\_, 2021.

---

Clerk

[SEAL]



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.9**

Initial Resolution Authorizing the Issuance of Not to Exceed \$720,000 General Obligation Bonds for Fire Engines and Other Equipment of the Fire Department.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. \$720000

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

**June 29, 2021**

**Resolution No. \_\_\_\_**

---

**An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$720,000 General Obligation Bonds  
for Fire Engines and Other Equipment  
of the Fire Department**

---

**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$720,000 for fire engines and other equipment of the fire department, including, but not limited to, the purchase of a new fire engine; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: June 29, 2021

Approved: June \_\_, 2021

---

Mayor

---

Clerk

## **CERTIFICATIONS BY CLERK**

I, Celestine Jeffreys, 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 Issuance of Not to Exceed \$720,000 General Obligation Bonds for Fire Engines and Other Equipment of the Fire Department**

I do hereby further certify as follows:

1. **Meeting Date.** On June 29, 2021 a meeting of the Governing Body was held commencing at \_\_\_\_ p.m.
2. **Posting.** On June \_\_\_, 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 June \_\_\_, 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 which 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 which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, \_\_\_\_ of the Governing Body members voted Aye, \_\_\_\_ voted Nay, and \_\_\_\_ Abstained.



7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June \_\_, 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 June \_\_, 2021.

---

Clerk

[SEAL]



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.10**

Initial Resolution Authorizing the Issuance of Not to Exceed \$840,000 General Obligation Bonds for Parks and Public Grounds.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. \$840000

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

**June 29, 2021**

**Resolution No. \_\_\_\_**

---

**An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$840,000 General Obligation Bonds  
for Parks and Public Grounds**

---

**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$840,000 for parks and public grounds, including, but not limited to, improvements to various park facilities and buildings, ballfields, and parking, installation of a tube conveyor belt lift, and construction of a park pedestrian bridge; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: June 29, 2021

Approved: June \_\_, 2021

---

Mayor

---

Clerk

## **CERTIFICATIONS BY CLERK**

I, Celestine Jeffreys, 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 Issuance of Not to Exceed \$840,000 General Obligation Bonds for Parks and Public Grounds**

I do hereby further certify as follows:

1. **Meeting Date.** On June 29, 2021 a meeting of the Governing Body was held commencing at \_\_\_\_ p.m.
2. **Posting.** On June \_\_\_, 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 June \_\_\_, 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 which 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 which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, \_\_\_\_ of the Governing Body members voted Aye, \_\_\_\_ voted Nay, and \_\_\_\_ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June \_\_, 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 June \_\_, 2021.

---

Clerk

[SEAL]





Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.II**

Initial Resolution Authorizing the Issuance of Not to Exceed \$375,000 General Obligation Bonds for Bridge Improvements.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. \$375000

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

**June 29, 2021**

**Resolution No. \_\_\_\_**

---

**An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$375,000 General Obligation Bonds  
for Bridge Improvements**

---

**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$375,000 for bridge improvements, including, but not limited to, construction, repair, improvements, inspection, and design of various bridges and pedestrian bridges within the City; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: June 29, 2021

Approved: June \_\_, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **CERTIFICATIONS BY CLERK**

I, Celestine Jeffreys, 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 Issuance of Not to Exceed \$375,000 General Obligation Bonds for Bridge Improvements**

I do hereby further certify as follows:

1. **Meeting Date.** On June 29, 2021 a meeting of the Governing Body was held commencing at \_\_\_\_ p.m.
2. **Posting.** On June \_\_\_, 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 June \_\_\_, 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 which 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 which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, \_\_\_\_ of the Governing Body members voted Aye, \_\_\_\_ voted Nay, and \_\_\_\_ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June \_\_, 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 June \_\_, 2021.

---

Clerk

[SEAL]



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.12**

Initial Resolution Authorizing the Issuance of Not to Exceed \$460,000 General Obligation Bonds for Harbor Improvements.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. \$460000



**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

**June 29, 2021**

**Resolution No. \_\_\_\_**

---

**An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$460,000 General Obligation Bonds  
for Harbor Improvements**

---

**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$460,000 for harbor improvements, including, but not limited to, improvements to a boat launch, docks, and ramps; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: June 29, 2021

Approved: June \_\_, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, 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 Issuance of Not to Exceed \$460,000 General Obligation Bonds for Harbor Improvements**

I do hereby further certify as follows:

1. **Meeting Date.** On June 29, 2021 a meeting of the Governing Body was held commencing at \_\_\_\_ p.m.
2. **Posting.** On June \_\_\_, 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 June \_\_\_, 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 which 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 which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, \_\_\_\_ of the Governing Body members voted Aye, \_\_\_\_ voted Nay, and \_\_\_\_ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June \_\_\_, 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 June \_\_\_, 2021.

---

Clerk

[SEAL]



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.13**

Initial Resolution Authorizing the Issuance of Not to Exceed \$2,040,000 General Obligation Bonds to Provide Financial Assistance to Blight Elimination, Slum Clearance, Community Development, Redevelopment, and Urban Renewal Programs and Projects.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. \$2040000

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

**June 29, 2021**

**Resolution No. \_\_\_\_**

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**An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$2,040,000 General Obligation Bonds  
to Provide Financial Assistance to Blight Elimination, Slum Clearance, Community  
Development, Redevelopment, and Urban Renewal Programs and Projects**

---

**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “**City**”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$2,040,000 to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, construction of a multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip (cove); a floating dock for transient boaters; and an accessible kayak launch, all within the City’s Tax Incremental District No. 22 and relating to the phase I construction of the City’s Shipyard Project, a public recreation and entertainment area; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: June 29, 2021

Approved: June \_\_, 2021

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Mayor

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Clerk



## CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, 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  
Issuance of Not to Exceed  
\$2,040,000 General Obligation Bonds  
to Provide Financial Assistance to Blight Elimination, Slum Clearance, Community  
Development, Redevelopment, and Urban Renewal Programs and Projects**

I do hereby further certify as follows:

1. **Meeting Date.** On June 29, 2021 a meeting of the Governing Body was held commencing at \_\_\_\_ p.m.
2. **Posting.** On June \_\_\_, 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 June \_\_\_, 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 which 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 which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, \_\_\_\_ of the Governing Body members voted Aye, \_\_\_\_ voted Nay, and \_\_\_\_ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June \_\_, 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 June \_\_, 2021.

---

Clerk

[SEAL]



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.14**

Resolution Authorizing and Providing for the Issuance of Not to Exceed \$8,720,000 General Obligation Corporate Purpose Bonds; Providing for the Notification and Sale of Said Bonds; and Other Related Details.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. \$8720000

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

**June 29, 2021**

**Resolution No. \_\_\_\_**

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**A Resolution Authorizing and Providing for the Issuance of Not to Exceed  
\$8,720,000 General Obligation Corporate Purpose Bonds;  
Providing for the Notification and Sale of Said Bonds;  
and Other Related Details**

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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 in need of funds in the following not-to-exceed principal amounts for the following purposes: \$2,145,000 for street improvements, including, but not limited to, construction of and improvements to streets, street design, and installation of related sidewalks and survey monuments; \$1,415,000 for sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements and installation of related survey monuments; \$725,000 for parking lots or other parking facilities; \$720,000 for fire engines and other equipment of the fire department, including, but not limited to, the purchase of a new fire engine; \$840,000 for parks and public grounds, improvements to various park facilities and buildings, ballfields, and parking, installation of a tube conveyor belt lift, and construction of a park pedestrian bridge; \$375,000 for bridge improvements, including, but not limited to, construction, repair, improvements, inspection, and design of various bridges and pedestrian bridges within the City; \$460,000 for harbor improvements, including, but not limited to, improvements to a boat launch, docks, and ramps; and \$2,040,000 to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, construction of a multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip (cove); a floating dock for transient boaters; and an accessible kayak launch, all within the City’s Tax Incremental District No. 22 and relating to the phase I construction of the City’s Shipyard Project, a public recreation and entertainment area (collectively, the “**Project**”).

2. On the date hereof and prior to the adoption of this resolution, the Governing Body has adopted separate initial resolutions for each of the purposes above that collectively constitute the Project.

3. The City may choose to issue one or more separate series of obligations to finance portions of the Project.

4. The Governing Body deems it in the best interests of the City that the funds needed be borrowed in the aggregate amount stated above and for the purposes of the Project, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and upon the terms and conditions set forth below.

#### RESOLUTIONS

The Governing Body resolves as follows:

##### **Section 1. Authorization to Combine and Purposes of Obligations.**

The purposes of the Project are each hereby authorized to be undertaken and are hereby authorized to be combined into a single bond issue designated as "Corporate Purpose Bonds" as more fully provided below; *provided, however*, that the City may choose to issue one or more separate series of obligations to finance portions of the Project.

##### **Section 2. Authorization of Issuance of Obligations.**

Under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City shall issue, in one or more series, its fully registered, negotiable, general obligation bonds in an aggregate principal amount not to exceed \$8,720,000 (the "**Obligations**") to finance the Project.

##### **Section 3. Authorization of Sale of Obligations.**

The Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (each a "**Purchaser**").

##### **Section 4. Preparation of Official Statement and Notice of Sale.**

The Mayor, the Clerk, and the Finance Director of the City (in consultation with the City's Financial Advisor, Robert W. Baird & Co. Incorporated) are hereby authorized to cause a preliminary offering document for the Obligations (the "**Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Notice of Sale**" and "**Bid Form**" for the Obligations. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the City routinely uses for posting notices of its official business.

##### **Section 5. Bids for Obligations.**

Written bids for the sale of the Obligations shall be received by the City on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The



Governing Body reserves the right in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Notice of Sale.

**Section 6. Further Actions.**

The issuance of the Obligations shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Obligations to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Obligations, which may be in the form of an executed bid form (each a “**Bond Purchase Agreement**”), to fix the interest rate or rates on the Obligations in accordance with the Bond Purchase Agreement, to provide for the form of the Obligations, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Obligations as required by law, to designate a fiscal agent for the Obligations, 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 Obligations.

**Section 7. 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 8. 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 procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

**Section 9. 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 10. Effective Date.**

This resolution shall take effect upon its adoption and approval in the manner provided by law.

\* \* \* \* \*

Adopted: June 29, 2021

Approved: June \_\_, 2021

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Mayor

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Clerk

## **CERTIFICATIONS BY CLERK**

I, Celestine Jeffreys, 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:

**A Resolution Authorizing and Providing for the Issuance of Not to Exceed  
\$8,720,000 General Obligation Corporate Purpose Bonds;  
Providing for the Notification and Sale of Said Bonds;  
and Other Related Details**

I do hereby further certify as follows:

1. **Meeting Date.** On June 29, 2021 a meeting of the Governing Body was held commencing at \_\_\_\_ p.m.
2. **Posting.** On June \_\_\_, 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 June \_\_\_, 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 June \_\_, 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 June \_\_, 2021.

---

Clerk

[SEAL]



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.15**

Resolution Authorizing and Directing the Publication of Notice of the Adoption of Initial Resolutions.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. PUBLICATION NOTICE RESOLUTION



**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

**June 29, 2021**

**Resolution No. \_\_\_\_**

---

**A Resolution Authorizing and Directing  
the Publication of Notice of the  
Adoption of Initial Resolutions**

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**BE IT RESOLVED**, by this Common Council, that the City Clerk of the City of Green Bay, Wisconsin (the “**City**”) is hereby authorized and directed to publish one time in the City’s official newspaper (as a class 1 notice under Chapter 985 of the Wisconsin Statutes) a Notice to Electors of the City in substantially the form attached hereto as Exhibit A, with such modifications as are necessary to accurately reflect the action taken on the initial resolutions described therein (the “**Initial Resolutions**”) by the Common Council at its meeting on June 29, 2021, such publication to occur no later than 15 days after the Initial Resolutions have been adopted by the Common Council.

\*\*\*\*\*

Adopted:      June 29, 2021

Approved:    June \_\_, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **EXHIBIT A**

### **NOTICE TO ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS**

Notice is hereby given that on June 29, 2021, the Common Council of the City of Green Bay, Wisconsin (the “City”) adopted multiple initial resolutions including the eight initial resolutions below under and pursuant to the provisions of Chapter 67 of the Wisconsin Statutes authorizing the issuance of negotiable, general obligation bonds of the City in the following not-to-exceed principal amounts for the following purposes: (1) \$2,145,000 for street improvements, including, but not limited to, construction of and improvements to streets, street design, and installation of related sidewalks and survey monuments; (2) \$1,415,000 for sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements and installation of related survey monuments; (3) \$725,000 for parking lots or other parking facilities; (4) \$720,000 for fire engines and other equipment of the fire department, including, but not limited to, the purchase of a new fire engine; (5) \$840,000 for parks and public grounds, improvements to various park facilities and buildings, ballfields, and parking, installation of a tube conveyor belt lift, and construction of a park pedestrian bridge; (6) \$375,000 for bridge improvements, including, but not limited to, construction, repair, improvements, inspection, and design of various bridges and pedestrian bridges within the City; (7) \$460,000 for harbor improvements, including, but not limited to, improvements to a boat launch, docks, and ramps; and (8) \$2,040,000 to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, construction of a multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip (cove); a floating dock for transient boaters; and an accessible kayak launch, all within the City’s Tax Incremental District No. 22 and relating to the phase I construction of the City’s Shipyard Project, a public recreation and entertainment area.

**If within 30 days after the adoption of the foregoing resolutions there is filed in the office of the City Clerk a petition for referendum on one or more of said resolutions conforming to the requirements of Section 8.40 of the Wisconsin Statutes, signed by electors numbering at least 10% of the number of votes cast in the City for governor at the last general election, then the resolution or resolutions for which such a petition is filed shall not be effective unless adopted by a majority of the City’s electors voting at such referendum. If no such petition is so filed with respect to one or more of the foregoing resolutions, then the resolution or resolutions for which no such petition is filed shall be effective without a referendum.**

Publication Date: July \_\_, 2021

/s/ Celestine Jeffreys  
City Clerk

## **CERTIFICATIONS BY CLERK**

I, Celestine Jeffreys, 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:

### **A Resolution Authorizing and Directing the Publication of Notice of the Adoption of Initial Resolutions**

I do hereby further certify as follows:

1. **Meeting Date.** On June 29, 2021, a meeting of the Governing Body was held commencing at \_\_\_\_\_ p.m.
2. **Posting.** On June \_\_\_, 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 June \_\_\_, 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 which 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 which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, \_\_\_ of the Governing Body members voted Aye, \_\_\_ voted Nay, and \_\_\_ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June \_\_, 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.

9. **Publication of Notice to Electors.** I have caused the Notice to Electors attached as Exhibit A to the Resolution to be published in the form, manner, and place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June \_\_, 2021.

\_\_\_\_\_  
Clerk

[SEAL]



Report to the  
**Finance Committee**  
of the City of Green Bay

**MEETING DATE**

June 29, 2021

**PREPARED BY**

**AGENDA ITEM # X.16**

Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. PROMISSORY NOTE RESOLUTION



**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

June 29, 2021

Resolution No. \_\_\_\_

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**An Initial Resolution Authorizing the Sale and Issuance of  
General Obligation Promissory Notes;  
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 in need of funds to finance construction, repairs, and renovations to municipal buildings, and the purchase of vehicles and equipment for the Department of Public Works, and the Police, Fire, and Parks departments (collectively, the “**Project**”).
2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

**Section 1.     Authorization of Issuance and Purposes of Notes.**

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes in an aggregate principal amount of approximately \$3,205,000 (the “**Notes**”) to finance the Project; *provided, however*, that the Notes 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 Notes.**

The Notes are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the “**Purchaser**”).

**Section 3.     Preparation of Official Statement and Notice of Sale.**

The Mayor, the Clerk, and the Finance Director of the City (in consultation with the City’s Financial Advisor, Ehlers & Associates, Inc.) are hereby authorized to cause a preliminary offering document for the Notes (the “**Official Statement**”) to be prepared and

distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith copies of a “**Notice of Sale**” and a “**Bid Form**”. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Notes to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the City routinely uses for posting notices of its official business.

**Section 4.     Bids for Notes.**

Written bids for the sale of the Notes shall be received by the City on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Notice of Sale.

**Section 5.     Further Actions.**

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes, which may be in the form of an executed bid form (the “**Note Purchase Agreement**”), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, 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 Notes.

**Section 6.     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 7.     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 procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

**Section 8.     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 so conflict.

**Section 9.     Effective Date.**

This resolution shall take effect upon its adoption and approval in the manner provided by law.

\* \* \* \* \*

Adopted:     June 29, 2021

Approved:    June \_\_\_, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **CERTIFICATIONS BY CLERK**

I, Celestine Jeffreys, 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 General Obligation Promissory Notes; and Certain Related Details**

I do hereby further certify as follows:

1. **Meeting Date.** On June 29, 2021, a meeting of the Governing Body was held commencing at \_\_\_\_\_ p.m.
2. **Posting.** On June \_\_\_, 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 June \_\_\_, 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 12 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, 0 of the Governing Body members voted Aye, 0 voted Nay, and 0 Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June \_\_, 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 June \_\_, 2021.

---

Clerk

[SEAL]



**FINAL PAYMENTS RESOLUTION**  
**June 29, 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. CLERK'S OFFICE CONFERENCE ROOM  
MILBACH CONSTRUCTION SERVICES CO.**

|                                 |                     |
|---------------------------------|---------------------|
| TOTAL AMOUNT EARNED:            | \$ 39,175.50        |
| LESS AMOUNT RETAINED:           | <u>\$ 0.00</u>      |
|                                 | \$ 39,175.50        |
| LESS AMOUNT PREVIOUSLY PAID:    | <u>\$ 0.00</u>      |
| <b>AMOUNT DUE THIS PAYMENT:</b> | <b>\$ 39,175.50</b> |

**ACCOUNT NUMBERS**  
**218100-53001-83094: \$39,175.50**  
**PO #2100060**

Adopted \_\_\_\_\_, 2021

Approved \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

KRV

**RESOLUTION AUTHORIZING  
TRANSFER OF FUNDS**

**June 29, 2021**

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

Pursuant to the recommendation of the Finance Committee at its meeting of June 22, 2021, the following 2021 transfer of funds is hereby authorized:

|       | <u>ACCOUNT</u>              | <u>AMOUNT</u> |
|-------|-----------------------------|---------------|
| From: | 101099-59001 Contingency    | \$45,350.00   |
| To:   | 101140-53021 Legal Expenses | \$45,350.00   |

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**RESOLUTION APPROVING THE  
WISCONSIN DEPARTMENT OF NATURAL RESOURCES  
NR 208 – COMPLIANCE MAINTENANCE ANNUAL REPORT  
June 29, 2021**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00); and

WHEREAS the City of Green Bay (City) scored an "A" in Financial Management; and

WHEREAS the City scored an "A" in Collection System Management; and

WHEREAS the City scored an "A" as an overall grade.

NOW, THEREFORE, BE IT RESOLVED that the following voluntary actions will be taken by the City in 2021:

1. Continue to review and update policies and procedures pertaining to the financial management of the City's Sanitary Sewer District;
2. Continue to review and update written policies and procedures as it relates to the management, operation and maintenance of the City's sanitary sewer collection system;
3. Continue the development of a Capacity, Management, Operation and Maintenance (CMOM) program;
4. Continue the implementation of the CMOM program for improved management and maintenance of the City's sanitary sewer collection system.

Adopted \_\_\_\_\_, 2021

Approved \_\_\_\_\_, 2021

\_\_\_\_\_  
Eric Genrich, Mayor

ATTEST:

\_\_\_\_\_  
Celestine Jeffreys, City Clerk

ZONING ORDINANCE NO. 07-21

AN ORDINANCE  
AMENDING ZONING ORDINANCE NO. 12-10  
FOR PLANNED UNIT DEVELOPMENT (PUD)  
LOCATED AT 610 NORTH BROADWAY  
(ZP 21-16)

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

**SECTION 1.** Pursuant to Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Development (PUD) for 610 North Broadway, as amended by Zoning Ordinance No. 12-10, is hereby further amended on the following described property:

Legal Description: Lot One (1) of Certified Survey map No. 9265, recorded as Document Number 2939425; being part of Fort Howard Military Reserve, now known as Railroad Grant, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin

Tax Parcel: 5-1523-1

**SECTION 2.** Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as applicable, the following conditions are imposed on the amended PUD for 610 North Broadway. It is the intent of the Common Council that the conditions listed herein supersede any and all conditions previously imposed on said property.

- A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) amendment is to permit the construction of a new community clinic. The PUD will unify the campus with consistent zoning standards while providing appropriate buffering to surrounding properties. The general appearance and design of the site shall generally comply with the attached Exhibits A & B.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
  - 1. Medical Clinic
  - 2. Professional offices
  - 3. Accessory uses as allowed for nonresidential Downtown uses per Section 44-653, Green Bay Zoning Code.
- C. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be as follows:
  - 1. Setbacks. Unless otherwise stated, setbacks shall exclude buildings and parking:

- a. Front yard and corner side yard: 12 feet
    - b. Interior side yard (driveway setback): 5 feet.
    - c. South and east property lines: 10 feet.
  2. Heights of Structures: Principal buildings shall not exceed 45 feet in overall height.
  3. Impervious Coverage: Impervious surfaces shall not exceed 90% of the site.
  4. Setback Encroachment: The placement of a transit stop along the North Broadway right-of-way consistent with the siting requirement of the Green Bay Metro Transit.
- D. Architecture. Building elevations shall generally comply with the following requirement:
- Building materials. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated, consistent with Exhibit B.
- E. Lighting. All lighting on the subject property shall be regulated as set forth in Chapter 44, Article V., Division 8., Green Bay Municipal Code.
- F. Signage. All signage for the current project shall be regulated as follows:
1. All signs shall be constructed and in compliance the general sign standards in Section 30-5, Green Bay Municipal Code.
  2. All signs shall be constructed and in compliance the sign standards for mixed use districts in Section 30-35, Green Bay Municipal Code.
- G. Site Plan Review & Standards
1. A site plan shall be submitted and reviewed pursuant to Chapter 44, Article XIX, Green Bay Municipal Code.
  2. All service, loading, and refuse areas shall be screened in accordance with Section 44-1917, Green Bay Municipal Code.
  3. Any ground-mounted and/or roof-mounted mechanicals shall be screened in accordance with Section 44-1917, Green Bay Municipal Code.
- H. Parking/Pedestrian Access.
1. All parking shall be regulated as required in Chapter 44, Article XVIII, Green Bay Municipal Code, related to Off-Street Parking, Drives, and Loading.



2. All bicycle parking shall be regulated as required in Chapter 44, Article XVIII, Division 6, Green Bay Municipal Code, related to Pedestrian and Bicycle Access and Parking.

I. Landscaping

1. A detailed landscape plan shall be submitted for review as part of the site plan review.
  2. The landscape plan shall identify the type and placement of all proposed plant materials and details regarding all transitional areas along the south and east property lines.
  3. A minimum 4-foot fence and or wall shall be placed along parking areas that front the North Broadway right-of-way that provide screening to the parking areas as well as provide for potential seating for the bus stop, consistent with Exhibit A.
- J. A stormwater management plan that meets the standards established by the City's Department of Public Works shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 43, Article IV, Green Bay Municipal Code.
- K. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD is required.

**SECTION 3.** The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

**SECTION 4.** Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6.** In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

**SECTION 7.** If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

**SECTION 8.** This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
Mayor Eric Genrich

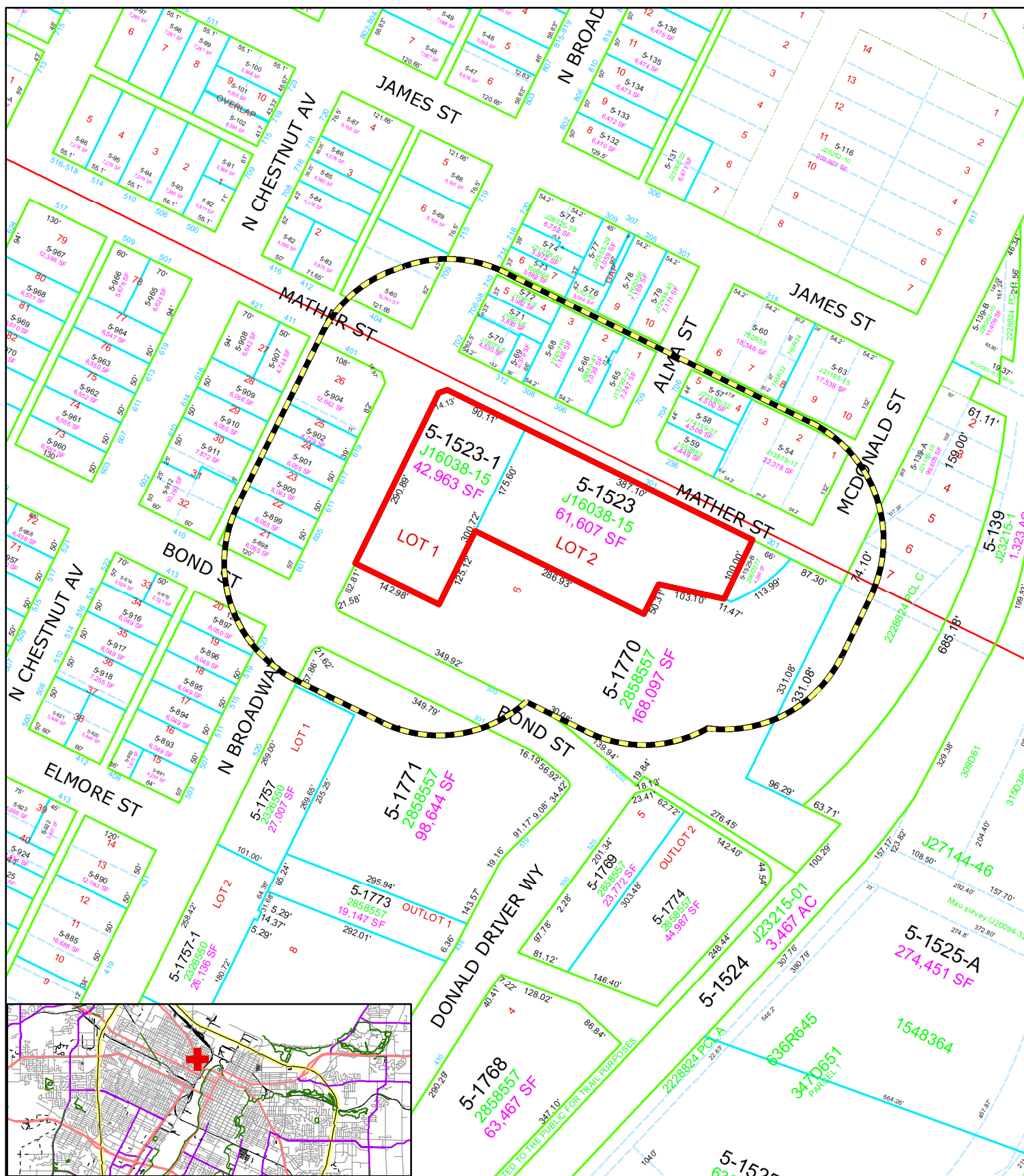
ATTEST:

\_\_\_\_\_  
Clerk

Attachments:

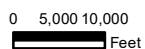
Exhibit A – Conceptual Site Plan

Exhibit B – Building Façade Elevations



**Zoning Petition (ZP 21-16)**  
**Proposed Planned Unit Development (PUD) Amendment**  
**610 North Broadway**

-  Subject Area
-  200' Property Owner Notice



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

Map prepared by PN

For Official Notice:

**Public Notification  
Proposed Planned Unit Development (PUD) Amendment  
610 North Broadway  
(ZP 21-16)**

The Green Bay Plan Commission will hold a public hearing on **Monday, June 7, 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=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

Meeting ID: 841 3767 5822

Passcode: 483400

One tap mobile

+1 312 626 6799,,84137675822# US (Chicago)

+1 646 876 9923,,84137675822# US (New York)

[Dial by your location](#)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Find your local number: <https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

The hearing is regarding the following:

A request to amend the Planned Unit Development (PUD) at 610 North Broadway for the NEW Community Clinic, submitted by Jon LeRoy, Mau & Associates, on behalf of the NEW Community Clinic. (Ald. R.Scannell, District 7)

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

City of Green Bay

Department of Community and Economic Development

Attn: Paul Neumeyer

100 N. Jefferson St., Rm. 608

Green Bay, WI 54301

For additional information, contact Paul Neumeyer at (920) 448-3405 or [paul.neumeyer@greenbaywi.gov](mailto:paul.neumeyer@greenbaywi.gov).

**Publication Dates: May 24, 2021 and May 31, 2021**

ZONING ORDINANCE NO. 06-21

AN ORDINANCE  
CREATING A PLANNED UNIT DEVELOPMENT (PUD)  
FOR PROPERTY LOCATED AT 2400 EAST MASON STREET  
(ZP 21-17)

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

**SECTION 1.** Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property:

Legal Description: Lot 9 Excluding J17046-46 Plat of East Town Shopping Center, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin. Parcel is approximately 0.95 acres/41,334 Square Feet.  
Tax Parcel: 21-126-9

**SECTION 2.** Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as applicable, the following conditions are imposed:

- A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) is to permit the orderly development of the outlots associated with the large shopping center of the area. The PUD will facilitate the development of associated land in an integrated and innovative fashion, allow for flexibility in site design, and encourage development that is sensitive to the environmental, cultural, and economic considerations of the greater area. The general appearance and design of the site shall generally comply with the attached Exhibit A.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are those listed as permitted or conditional principal uses within the C2 Highway Commercial Zoning District, as enumerated in the Green Bay Municipal Code, Section 44-681, Table 44-8 with the exception of the following uses which are prohibited:
  - 1. Bed and Breakfast;
  - 2. Tool and Equipment Rental;
  - 3. Contractor Showroom;
  - 4. Greenhouse/Garden Supply;
  - 5. Automobile Rental or Sales;
  - 6. Carwash;
  - 7. Fuel/Gas/Service Station;
  - 8. Motor Vehicle Repair; and
  - 9. Residential Uses.
- C. Dimensional and Area Requirements. Dimensional and area requirements for principal



structures on the subject property shall be required as follows:

1. Lot Size: Minimum lot sizes shall be as follows:
    - a. Minimum lot width: 100 feet.
    - b. Minimum lot area: 15,000 square feet
  2. Setbacks: Unless otherwise stated, setbacks shall exclude buildings and parking/auto circulation facilities:
    - a. Front yard (north): 5 feet.
    - b. Side yards (west & east): 5 feet.
      1. Interior side yard setback may be reduced to 0 feet with provision of cross access and parking easements.
    - c. Rear Yard (south): 5 feet.
  3. Heights of Structures: Principal buildings shall not exceed 25 feet in height.
  4. Impervious Coverage: Impervious surfaces shall not exceed 80% of the site.
- D. Architecture. Building elevations shall generally comply with the following requirement:
1. Building materials. All building facades shall be designed with architecturally-finished materials consistent with Exhibit A. Durable materials, such as masonry or stucco, shall be used on all facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design.
- E. Landscaping and Lighting. All landscaping and lighting on the subject property shall be regulated as set forth in Green Bay Municipal Code Chapter 44, Article XIX.
- F. Signage. All signage for the current project shall be regulated as follows:
1. All signs shall be constructed and in compliance with Chapter 30, Green Bay Municipal Code.
  2. Sign standards of the Commercial Districts, Chapter 30-36, Table 30-12, Green Bay Municipal Code shall be followed.
- G. Site Plan Review & Standards. A site plan shall be submitted and reviewed per Chapter 44, Article XIX, Green Bay Municipal Code.
- H. Parking/Pedestrian Access. All parking shall be regulated as required in Chapter 44, Article XVIII, Green Bay Municipal Code.
- I. Stormwater Management. If deemed necessary by the City's Department of Public Works during site plan review, a stormwater management plan shall be submitted to and approved by the City prior to the issuance of building permits.
- J. Compliance with all of the regulations of the Green Bay Municipal Code not covered

under the PUD.

**SECTION 3.** The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

**SECTION 4.** Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6.** In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

**SECTION 7.** If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

**SECTION 8.** This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
Mayor Eric Genrich

ATTEST:

\_\_\_\_\_  
Clerk

Attachments:

Exhibit A – Conceptual Site Plan(s) and Elevations



## Proposed PUD



## 200' Property Owner Notice

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

Map prepared by DB

## Zoning Petition (ZP 21-17)

# Proposed Planned Unit Development (PUD) at 2400 East Mason Street



For Official Notice:

**Public Notification  
Proposed Planned Unit Development (PUD)  
2400 East Mason Street  
(ZP 21-17)**

The Green Bay Plan Commission will hold a public hearing on **Monday, June 21, 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=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

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)

Find your local number: <https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

The hearing is regarding the following:

A request to create a Planned Unit Development (PUD) at 2400 East Mason Street, submitted by Garritt Bader, 2400 East Mason Street, 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

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](mailto:david.buck@greenbaywi.gov).

**Publication Dates: June 9, 2021 and June 14, 2021**

GENERAL ORDINANCE NO. 16-21

AN ORDINANCE  
AMENDING SECTION 44-554, TABLE 44-2,  
GREEN BAY MUNICIPAL CODE,  
RELATING TO MINIMUM BUILDING WIDTH  
(TA 21-04)

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

**SECTION 1.** Section 44-554, Table 44-2, Green Bay Municipal Code, is hereby amended as follows:

**Sec. 44-554. Lot dimension and building bulk requirements.**

Lot area and setback requirements shall be as specified in Table 44-2, Lot Dimension and Setback Requirements.

Table 44-2. Lot Dimension and Setback Requirements, Residential Districts

|                                        | RR                   | R-1                   | R-2                                         | R-3                                         |
|----------------------------------------|----------------------|-----------------------|---------------------------------------------|---------------------------------------------|
| Minimum Lot Area (sq. ft.)             |                      |                       |                                             |                                             |
| Single-family detached dwelling        | 10,000 <sup>a</sup>  | 7,500                 | 5,000                                       | 5,000                                       |
| Duplex (per building)                  |                      | 7,500                 | 5,000                                       | 5,000                                       |
| Semi-detached dwelling (per lot)       | —                    | 6,000                 | 4,000                                       | 4,000                                       |
| Single-family attached                 | —                    | —                     | 2,500 or 15/ac<br>(the lesser) <sup>d</sup> | 2,500 or 15/ac<br>(the lesser) <sup>d</sup> |
| Multifamily dwelling (per unit)        | —                    | —                     | See<br>Section 44-557                       | See<br>Section 44-557                       |
| All other uses (per lot):              |                      | 10,000                | 10,000                                      | 10,000                                      |
| Minimum Lot Width (feet)               |                      |                       |                                             |                                             |
| Single-family detached dwelling        | 75                   | 75                    | 45                                          | 45                                          |
| Duplex (per building)                  |                      | 75                    | 45                                          | 45                                          |
| Semi-detached dwelling (per lot)       | —                    | 40                    | 30                                          | 30                                          |
| Single-family attached                 | —                    |                       | 25                                          | 20                                          |
| Multifamily dwelling (per<br>building) | —                    |                       | 40                                          | 40                                          |
| Minimum Building Width (feet)          |                      | See note <sup>b</sup> |                                             |                                             |
| Maximum Height (feet/stories)          | 35/2.5 <sup>g</sup>  | 35/2.5 <sup>g</sup>   | 35/3 <sup>g</sup>                           | 45/4 <sup>g</sup>                           |
| Building Setback Requirements (feet)   |                      |                       |                                             |                                             |
| Front yard                             | 20 <sup>c, h</sup>   | 15 <sup>c, h</sup>    | 15 <sup>c, h</sup>                          | 15 <sup>c, h</sup>                          |
| Side yard <sup>e, f, i</sup>           | 6/8 ea. <sup>j</sup> | 6/8 ea. <sup>j</sup>  | 6 ea.                                       | 10 ea. <sup>j</sup>                         |
| Rear yard                              | 25                   | 25                    | 25                                          | 25                                          |
| Garages (attached)                     | 25                   | 20                    | 20                                          | 20                                          |

Notes to Table 44-2:

<sup>a</sup> For lots in the RR district without City services, minimum lot area shall be ten acres. Other lot dimensions shall be as specified in Table 44-2. See Section 44-555.



- <sup>b</sup> The minimum building width on any side shall be at least ~~25~~ **twenty-two (22)** feet, not including any entryways or other structures that do not run the full length of the building.
- <sup>c</sup> Where at least 50 percent of the front footage of any block is built up with principal structures, the front yard setback for new structures shall be equal to the average of the existing structures, except that any structure which is set back 20 percent more or less than the average may be discounted from the formula.
- <sup>d</sup> If townhouses are developed on parcels where only the land immediately beneath each dwelling unit constitutes an individually-described lot and all other land constitutes common properties, the density requirement rather than the minimum lot size shall apply to the entire parcel.
- <sup>e</sup> Side yards: Setbacks shall apply to the ends of attached or semi-detached dwellings.
- <sup>f</sup> Corner properties: The side facade of a corner building adjoining a public street shall maintain the front setback of the adjacent property fronting upon the same public street. If no structure exists on the adjacent property, the setback shall be a minimum of one-half the required front yard setback of the subject property's zoning district.
- <sup>g</sup> Heights of structures may be increased with a conditional use permit as permitted in Section 44-83.
- <sup>h</sup> Covered porches are permitted in the front setback compliant with the conditional use permit requirements found in Section 44-83. A porch proposed for a designated historic property or a contributing building within a historic district may be constructed within a front and/or side yard setback provided the porch is historically appropriate or a restoration of a significant architectural feature of the original structure.
- <sup>i</sup> Lots containing less than 60 feet of public street frontage may have a side yard reduction to six feet for primary buildings.
- <sup>j</sup> For single and two-family uses, six feet for a single story, eight feet for 1½ stories or greater.

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

**SECTION 3.** This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, 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

06/29/21

For Official Notice:

**Public Notification  
Proposed Text Amendment  
Chapter 44-554: Table 44-2, Lot Dimension & Building Bulk Requirement  
Associated with Minimum Building Width, Green Bay Municipal Code  
(TA 21-04)**

The Green Bay Plan Commission will hold a public hearing on **Monday, June 21, 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.

<https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

Meeting ID: 841 3767 5822

Password: 483400

One tap mobile

+1 312 626 6799,,84137675822# US (Chicago)

+1 646 876 9923,,84137675822# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Meeting ID: 841 3767 5822

Password: 483400

Find your local number: <https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

The hearing is regarding the following:

A request to amend Chapter 44-554: Table 44-2, Lot Dimension & Building Bulk Requirement  
Associated with Minimum Building Widths from 25' to 22'.

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](mailto:david.buck@greenbaywi.gov).

**Publication Date: June 9, 2021 and June 14, 2021**

**PLANNING ORDINANCE NO. 03-21**

**AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE  
CITY OF GREEN BAY BY CLOSING A PORTION OF  
CASS STREET TO PUBLIC TRAFFIC**

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

**SECTION 1.** Pursuant to Wis. Stat. § 62.23 (6)(c), the Official Map of the City of Green Bay, as created by Section 34-1, Green Bay Municipal Code, is hereby amended by closing to public traffic that portion of the Cass Street right-of-way lying Southerly of Block 6 and Northerly of Block 7, according to the recorded Plat of Astor, City of Green Bay, more fully described in the legal description attached hereto as Exhibit A and made a part hereof. Said proposed street closure is depicted on the map attached hereto as Exhibit B and made a part of this ordinance as though fully set forth herein.

**SECTION 2.** This amendment of the Official Map is subject to the following conditions:

a. [past conditions have included approval of a corresponding subdivision plat, a maintenance agreement with DPW for the closure area, etc.]

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

**SECTION 4.** This ordinance shall not take effect until a public hearing is held hereon as provided by Section 34-2, 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

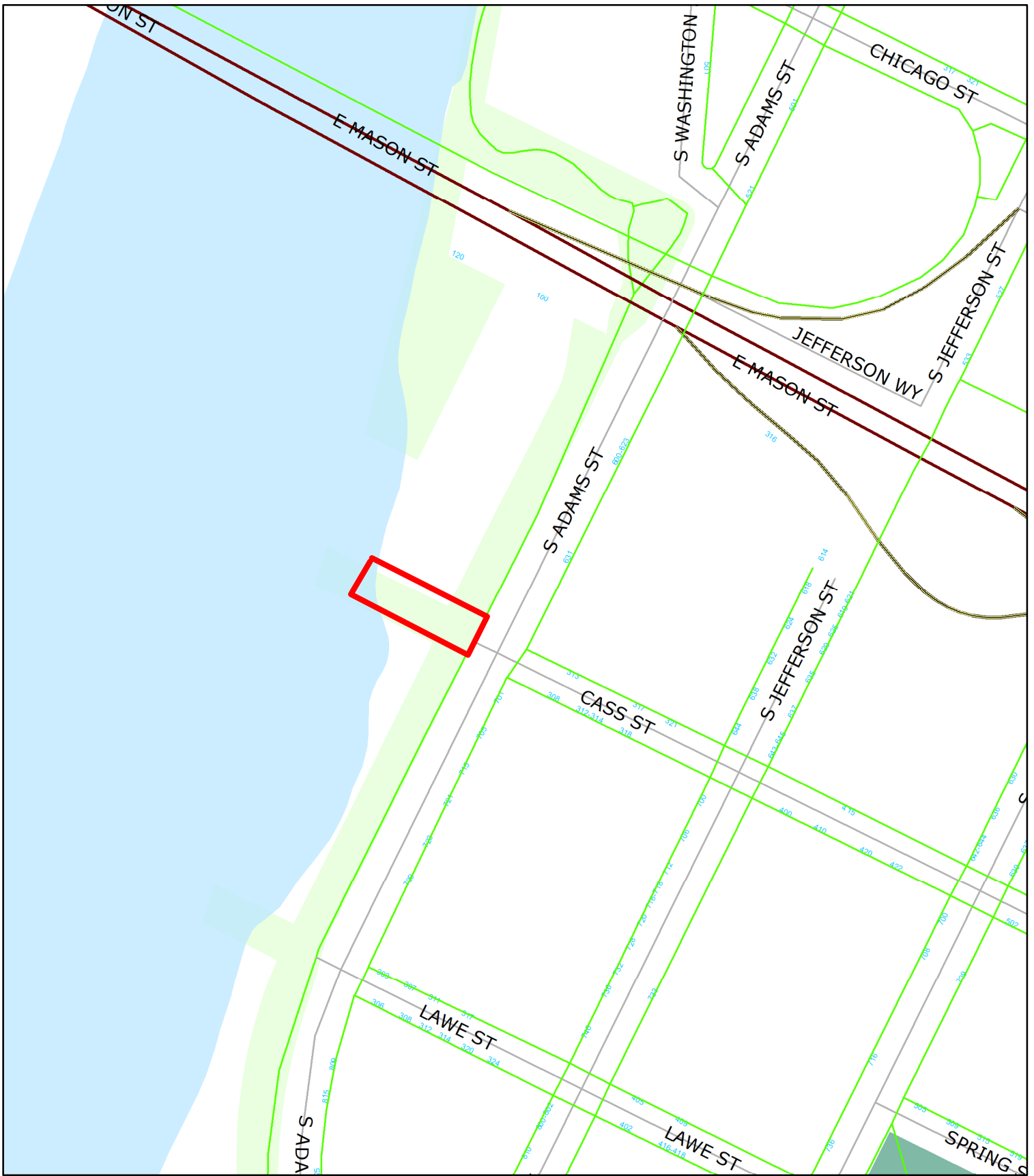
ms

Attachments: Ex. A - Legal Description; Ex. B - Map

## EXHIBIT A

### Legal Description:

Beginning at the Southeast corner of Lot 2, Brown County Certified Survey Map Number 2379, as recorded in Volume 11 of Certified Survey Maps, Page 99 as Document Number 976872, (said Certified Survey Map being part of Lots 1, 2, 3, 4, 5 and all of Lots 6, 7, and 8, Block 6, according to the recorded Plat of Astor); thence N63°-42'-15"W, 265.28 feet, along the South line of Lots 1 and 2, said Certified Survey Map Number 2379, to the Combined Pierhead and Bulkhead Line along the East bank of the Fox River; thence S18°-19'-15"W, 60.59 feet, along said Combined Pierhead and Bulkhead Line, to the North Line of Lot 1, Block 7, according to the recorded Plat of Astor; thence S63°-42'-15"E, 256.78 feet, along the North line of said Lot 1, Block 7, according to the recorded Plat of Astor, to the Northeast corner of said Lot 1, Block 7; thence N26°-23'-12"E, 60.00 feet, to the point of beginning.



**Street Closure (SC 21-01)**  
**ROW to Fox River**  
**Portion of CASS ST to S ADAMS ST**

 Closure Area

230 115 0 230 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 MS, DCED.





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## STREET CLOSURE REQUEST

**DATE:** May 4, 2021

**FROM:** Green Bay Plan Department  
Room 608, City Hall  
100 N. Jefferson Street  
Green Bay, WI 54301  
**Attn: Madison Smith**

**TO:** ☒ Department of Public Works, Steven Grenier, Tom Giese  
☐ Wisconsin Public Service, Real Estate Department  
☐ AT&T, Karen Wells  
☐ Green Bay Water Utility, Nancy Quirk  
☐ Green Bay Fire Department, David Litton  
☐ Green Bay Police Department, Andrew Smith  
☐ Green Bay Traffic Engineer, Dave Hansen  
☐ Time Warner Cable, Jason Orr  
☐ Green Bay Parks, Recreation & Forestry, Dan Ditscheit  
☐ Chief Operating Officer, Pete Ross  
☐ American Transmission Company, Matthew Ernst  
☐ Mobilitie: Brentt Michalek  
☐ NEW Water, Nathan Qualls  
☐ Charter, Vincent Albin

Please be advised that the following street vacation request has been made. Please return this comment form (without map) on or before **Monday, May 24, 2020**. Comments may be submitted by email to [madisonsm@greenbaywi.gov](mailto:madisonsm@greenbaywi.gov). If you have questions, call our department at (920) 448-3407.

**Closure Description:** Closure of Cass Street (Fox River to S Adams Portion)

**Petitioner(s):** City of Green Bay

Tentative Plan Commission Review: **Monday, May 24, 2021**, Room 604 of City Hall virtually at **6:00 p.m.**

### AGENCY COMMENTS

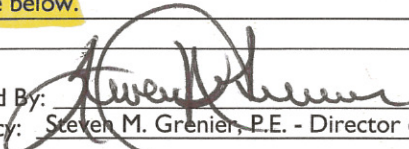
Please indicate if you have facilities within the subject area. Failure to indicate if any facilities are present will be assumed that you have none. If yes, please provide an exhibit indicating location and type of facilities present.

☒ Yes we have facilities present in subject street  
☐ No we do not have facilities present in subject street

To the above-mentioned street closure request, we:

☐ Have no objection.  
☒ Have no objection, provided:  
Wish to object because:

\* See below.

Signed By:   
Agency: Steven M. Grenier, P.E. - Director of Public Works

Date: 05/20/21

cc: **Ald. Bill Galvin, District 4** File No. **SC 21-01**  
Neighborhood Association: **One Astor**

PLEASE NOTE: If comments are not received from your agency before the Plan Commission review date, it is assumed your agency approves the request without comment.

\* A Hold Harmless Agreement shall be prepared, executed by City and adjacent owner to the north and recorded with the Brown County

Register of Deeds which shall include but not limited to the following as to the area Closed to Vehicular Traffic:

Purpose of use; Who may use; Who shall pay costs for construction; Who shall pay costs when terminated; etc.