



AGENDA OF THE COMMON COUNCIL

TUESDAY, AUGUST 17, 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 Lynn Gerlach, District 3.

E. Approval of Minutes.

- I. Approval of the minutes from the August 3, 2021 Common Council Meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

- I. Redevelopment Authority - On Broadway, Inc. Liaison
Brooke Gehrke, 546 Fox Path Trail, Denmark, WI 54208
Term to expire: March 1, 2022

J. Ordinances - Second Reading for Adoption.

- I. General Ordinance No. 19-21
An ordinance amending Section 40-34, Green Bay Municipal Code, Relating to Parking Regulations.

K. Report of the Redevelopment Authority (August 10, 2021).

1. To adopt the Initial Resolution Authorizing Actions Necessary for the Sale and Issuance of Taxable Lease Revenue Refunding Bonds for the KI Convention Center Expansion and forward to the City Council on August 17th for their consideration and possible action.
2. To approve the allocation of CDBG-CV2 funds in the amount of \$253,062.34 from the State of Wisconsin to provide public broadband and wireless access to low-moderate income persons at neighborhood parks to be designated at a later date by staff after review and consultation with Brigid Riordon to determine a plan to reach as many areas as possible with the funding available.

L. Report of the Improvement & Services Committee (August 11, 2021).

1. To receive and place on file the request on correcting erosion issues on the 1000 block of Lacount Road. (Ald. Brunette)
2. To approve the request by area west side residents to install sidewalks on the west side of Green Bay portion of Wood Lane from Hazelwood Lane to Ironwood Drive. Part of the sidewalk costs to the two property owners would be offset from a donation of \$2,500 from resident Paul Secker and a possible grant obtained from the MacArthur Heights Neighborhood Association and work collaboratively with Brown County and/or Ashwaubenon. (Ald. Vander Leest)
3. To hold the request for a 20-year history of road repairs, including alleys (2001-2021), with total expenditure, miles (distance) completed, type (reconstruction vs. resurface), and to denote if the projects were cooperative with County and/or State. (Ald. Wery)
4. To approve the request by Transformation House Holdings, LLC to enter into a parking rental agreement for space in Lot B, located in the 600 block of South Broadway.
5. To approve the request by Skip Heverly (owner of Platten Place Apartments) to renew the Platten Place parking agreement for Lot F.
6. To approve the request by Department of Public Works to execute Amendment XII to the Brown County Municipal Recycling Agreement.
7. To receive and place on file the report of award of the contract SEWERS 5-21 EAST SHORE DRIVE SANITARY LIFT STATION to the low responsive bidder, August Winter & Sons, Inc., in the amount of \$199,000.

M. Report of the Protection & Policy Committee (August 9, 2021).

1. To approve a change of agent for Walgreens Co. at 1165 W. Mason.
2. To approve a change of agent for Walgreen's Inc. at 2204 University Ave.
3. To approve a change of agent at Ultimate Mart, LLC at 1819 Main St.

4. To approve a request by the I.T. Department to discontinue use of Green Bay Public Television Channel 4 in lieu of repairing malfunctioning equipment and for staff to reach out to local stations to see the possibility of airing the meetings.
5. To approve a request by Tux 2, Inc. (Blue Collar to temporarily extend their license premises to the outside parking lot on October 2 for the Grand Opening, subject to complaint.
6. To receive and place on file the The Liquor Violation Report for August 9, 2021.

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

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

O. Report of the Plan Commission. (August 9, 2021)

1. To amend the Comprehensive Plan for the property located in the 1420 Block of South Huron Road from Business Park to Medium and High Density Housing and Business Park to Wetland & Private Open Space. (Public Hearing held 08/09/2021)
2. To authorize a Conditional Use Permit (CUP) for a duplex (RI) district located at the corner of 3105 Sandstone Court and 1413 Sandstone Place, subject to the following conditions:
City of Green Bay zoning and building approvals are required prior to commencing construction of buildings, structures, drives, or parking areas, and may also be required prior to commencing grading, excavation, filling, or other land disturbing activity. (Public Hearing held 08/09/2021)
3. To authorize a Conditional Use Permit (CUP) for a school addition for NEW Lutheran High School located at 1311 S. Robinson Avenue, with the following conditions:
 - a. Any additional expansions 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.
 - c. The new lights for the addition shall be pointed downward and have zero footcandles past the property lines.
 (Public Hearing held 08/09/2021)
4. To authorize a Conditional Use Permit (CUP) for a shelter use in an Office/Residential (OR) District at 315 S. Jefferson Street, subject to the following conditions:
 - a. A maximum capacity allowable under the International Building Code (IBC).
 - b. If the shelter facility use at 315 South Jefferson Street is discontinued, the operation is dissolved, or if Newcap no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
 - c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the rooming & boarding house but not limited to:
 - 1) Police calls and other documented safety concerns.

- 2) Inadequate facilities.
 - d. Conformance with the submitted operating plan submitted by the applicant.
 - e. Compliance with all other regulations of the Green Bay Municipal Code.
 - f. A site plan be reviewed and approved, by the Community Development Review Team (CDRT).
- (Public Hearing held 08/09/2021)
- 5. To authorize a Conditional Use Permit (CUP) for a dormitory use in an Office/Residential (OR) District at 932 Cherry Street, subject to the following conditions:
 - a. A maximum capacity of 10 individual residents within the dormitory. Any increase in residents will require Plan Commission and Common Council approval.
 - b. If the rooming & boarding house facility use at 932 Cherry Street is discontinued, the operation is dissolved, or if Newcap no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
 - c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the rooming & boarding house but not limited to:
 - 1) Police calls and other documented safety concerns.
 - 2) Inadequate facilities.
 - d. Conformance with the submitted operating plan submitted by the applicant.
 - e. Compliance with all other regulations of the Green Bay Municipal Code.
 - f. A site plan be reviewed and approved by the Community Development Review Team (CDRT) with appropriate and code compliant lighting and enhanced landscaping for the site.
- (Public Hearing held 08/09/2021)
- 6. To hold over the review of updates to Article XVIII. Off-Street Parking, Drives, and Loading, Green Bay Municipal Code.

P. Report of the Personnel Committee (August 10, 2021).

- 1. To approve the request to reclassify the Public Works Signs Worker Foreperson position from Pay Grade G (\$22.53/hour - \$26.52/hour) to Pay Grade H (\$24.74/hour - \$29.06/hour)

Q. Report of the Economic Development Authority (August 2, 2021)

- 1. To approve the Downtown Parklet Grant request for \$5,000, from the Aging and Disability Resource Center (ADRC) / Grounded Café for a parklet outside 300 S. Adams Street.
- 2. To approve the Development Agreement with Moski Corp regarding the development of the properties located at 1300-1400 Block S. Huron Road with the change to include language to allow for a lien, in the original amount of special assessment, to be placed on the properties so that the City can recover the assessment should the benchmarks not be met.

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.

R. Report of the Finance Committee (July 27, 2021 and August 10, 2021)

1. To approve the purchase of 31 portable radios and batteries for the Fire Department from Baycom for the sum of \$231,861.40. Purchase to be made from Wisconsin Counties Association Contract. Quote attached.
2. To deny action on a request by Kris Teske for conflict counsel for the WEC Complaint titled, Carlstedt, et al. v. Meagan Wolfe, et al. (Item was referred from the August 3, 2021 Council meeting.)

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.

S. Committee of the Whole

1. Consideration with possible action on status of litigation in Larmay, et al. v. Meisner, et al., 20-CV-639.

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.

T. Receive and Place on File.

1. Building Permit Report for July 2021
2. Municipal Court Report for August 2021

U. Resolutions.

1. Initial resolution authorizing actions necessary for the issuance and sale of an additional municipal revenue obligation for the KI Convention Center Expansion Project; and certain other related details.
2. Resolution authorizing conditional use permit at 3105 Sanstone Court / 1413 Sanstone Place.
3. Resolution authorizing conditional use permit at 1311 Robinson Avenue.
4. Resolution authorizing conditional use permit at 315 South Jefferson Street.
5. Resolution authorizing conditional use permit at 932 Cherry Street.

V. Ordinances - First Reading.

1. Miscellaneous Ordinance No.03-21
An Ordinance Adopting an amendment to the Smart Growth 2022 Comprehensive Plan of

the City of Green Bay pertaining to property located in the 1420 Block of South Huron Road.

W. Referral of Petitions & Communications.

X. Adjournment.

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

Virtual Meeting Instructions



Common Council 08/17/2021

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/81250082324>

Meeting ID: 812 5008 2324

Passcode: 786218

One tap mobile

+13126266799,,81250082324#,,,,*786218# US (Chicago)

+19292056099,,81250082324#,,,,*786218# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 812 5008 2324

Passcode: 786218

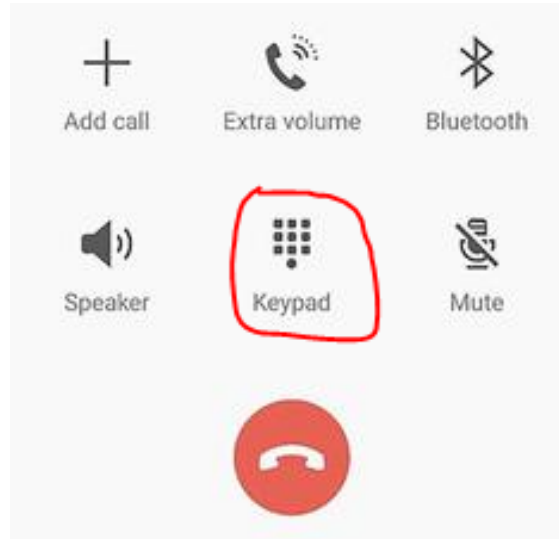
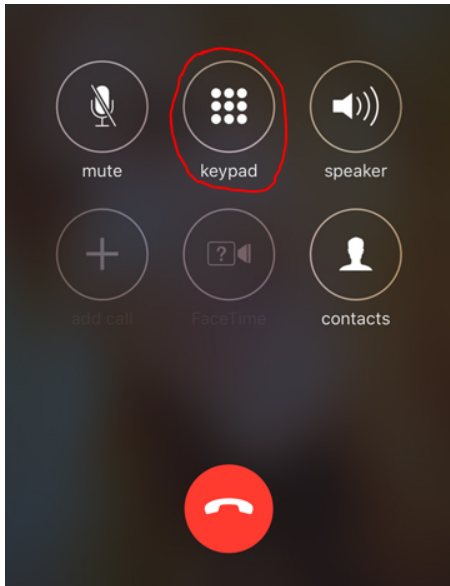
Find your local number: <https://us02web.zoom.us/j/81250082324>

Additional Information

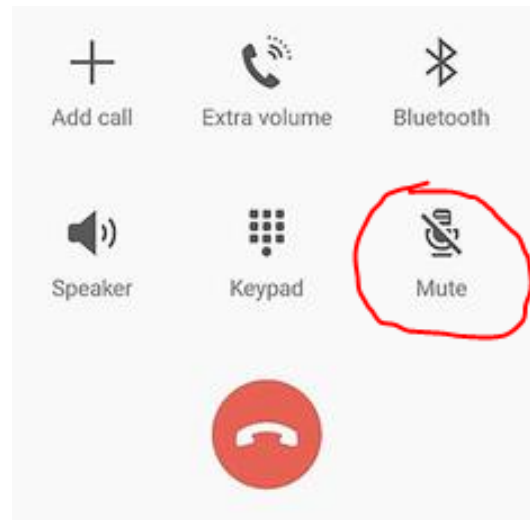
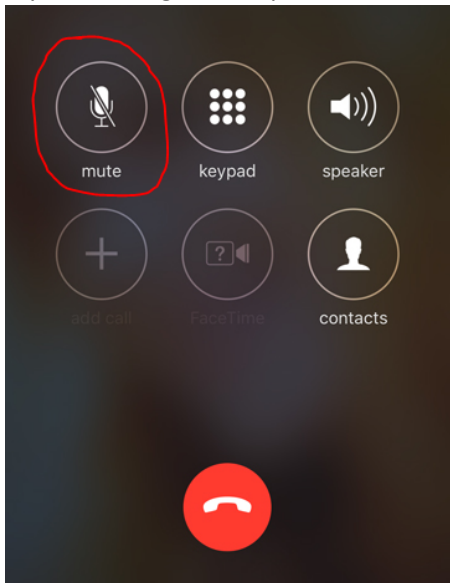
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.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

Calling into the Zoom meeting using a smartphone

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



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



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



GENERAL ORDINANCE NO. 19-21

**AN ORDINANCE
AMENDING SECTION 40-34,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

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

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING zones:

AUTO PLAZA DRIVE, east side, from Auto Plaza Way to a point 140 feet south of Auto Plaza Way.

AUTO PLAZA DRIVE, east side, from a point 215 feet south of Auto Plaza Way to a point 303 feet south of Auto Plaza Way.

AUTO PLAZA DRIVE, east side, from a point 483 feet south of Auto Plaza Way to a point 584 feet south of Auto Plaza Way.

AUTO PLAZA DRIVE, west side, from a point 200 feet south of Auto Plaza Way to a point 275 feet south of Auto Plaza Way.

AUTO PLAZA DRIVE, west side, from a point 440 feet south of Auto Plaza Way to a point 515 feet south of Auto Plaza Way.

DONALD DRIVER WAY, east side, from a point 290 feet north of Dousman Street to its north terminus.

DONALD DRIVER WAY, west side, from a point 310 feet north of Dousman Street to its north terminus.

SECTION 2. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zones:

KELLOGG STREET, both sides, from Broadway to Donald Driver Way.

DONALD DRIVER WAY, east side, from a point 290 feet north of Dousman Street to a point 285 feet north of Kellogg Street.

DONALD DRIVER WAY, west side, from a point 310 feet north of Dousman Street to a point 285 feet north of Kellogg Street.

DONALD DRIVER WAY, both sides, from a point 370 feet south of Bond Street to Bond Street.

BOND STREET, both sides, from a point 70 feet west of Donald Driver Way to Donald Driver Way.

BOND STREET, both sides, from Broadway to a point 70 feet east of Broadway.

SECTION 3. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING 30-MINUTE LOADING zones:

BOND STREET, north side, from a point 70 feet west of Donald Driver Way to a point 140 feet west of Donald Driver Way.

SECTION 4. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zones:

BOND STREET, north side, from a point 70 feet east of Broadway to a point 350 feet east of Broadway.

BOND STREET, south side, from a point 70 feet east of Broadway to a point 420 feet east of Broadway.

SECTION 5. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 6. 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:

City Clerk

DJAH



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

MEETING DATE

August 17, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # K.1

To adopt the Initial Resolution Authorizing Actions Necessary for the Sale and Issuance of Taxable Lease Revenue Refunding Bonds for the KI Convention Center Expansion and forward to the City Council on August 17th for their consideration and possible action.

BACKGROUND

The 2013 RDA Lease Revenue Bonds were originally issued to finance the expansion to the KI Center. The bonds are federally taxable, and state tax-exempt. They are pre-payable June 1, 2023, but can be "advance refunded" now.

The objectives of refinancing this debt now are 1) achieving debt service savings, and 2) mitigating anticipated near term room tax revenue shortfalls.

The City's financial consultant, Ehler's, provided a formal presentation and additional background at the RDA meeting on July 13th, and stated that a formal resolution by the RDA would be required at the meeting on August 10th, and by the City Council on August 17th.

RECOMMENDATION

Staff recommends adoption of the resolution by the RDA authorizing proceeding with the refinancing of the bonds, and forwarding to the City Council on August 17th for their consideration and possible action.

FISCAL IMPACT

Ehler's recommends a savings of \$7.1 million.

ATTACHMENTS

- I. Green Bay RDA 2021 KICC Expansion Taxable Lease Rev Ref Bonds - Authority Initial Resolution

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

August 10, 2021

Resolution No. _____

**AN INITIAL RESOLUTION AUTHORIZING ACTIONS NECESSARY FOR THE
SALE AND ISSUANCE OF TAXABLE LEASE REVENUE REFUNDING BONDS
FOR THE KI CONVENTION CENTER EXPANSION**

WHEREAS, the Redevelopment Authority of the City of Green Bay, Wisconsin (the “**Authority**”) is a redevelopment authority organized by the City of Green Bay, Wisconsin (the “**Municipality**”), under Section 66.1333 of the Wisconsin Statutes (the “**Redevelopment Act**”) and is authorized by the Redevelopment Act:

- (a) to acquire property necessary or incidental to an urban renewal program and to lease, sell, or otherwise transfer such property to a public body for use in accordance with a redevelopment plan;
- (b) to enter into contracts determined to be necessary to effectuate the purposes of the Redevelopment Act;
- (c) to issue revenue bonds to finance its activities; and
- (d) to issue refunding bonds for the payment or retirement of such bonds; and

WHEREAS, on November 18, 1997 the Authority adopted a resolution approving the Redevelopment Plan for Downtown Green Bay Redevelopment Area (the “**Redevelopment Plan**”) with respect to the Downtown Green Bay Redevelopment District in the Municipality (the “**Redevelopment Area**”), the boundaries of which were designated by the Authority in its resolution adopted on August 14, 1997 declaring such area to be a blighted area in need of urban renewal within the meaning of the Redevelopment Act; and

WHEREAS, the Authority has previously issued its \$24,840,000 Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project), dated December 10, 2013 (the “**2013 Bonds**”) which financed the expansion by the Municipality of the KI Convention Center on property in the Redevelopment Area (the “**Project**”); and

WHEREAS, the Authority and the Municipality entered into a Cooperation Agreement, dated as of December 1, 2013 (the “**Cooperation Agreement**”), in anticipation of issuing the Authority’s revenue bonds; accepting contributions from the Municipality of, or otherwise acquiring, certain property; leasing certain property to the Municipality; assigning and mortgaging the lease, the rents under the lease, and related property to the trustee for the bonds;

selling the leased property and related property to the Municipality following the retirement of the bonds; and releasing and conveying certain property from time to time upon request of the Municipality; and

WHEREAS, the Authority and the Municipality undertook the construction of the Project and other improvements (collectively, the “**Improvements**”) in the Redevelopment Area relating to the KI Convention Center expansion; and

WHEREAS, the 2013 Bonds were issued pursuant to an Indenture of Trust, dated as of December 1, 2013 (the “**Indenture**”), between the Authority and Associated Trust Company, National Association, as trustee; and

WHEREAS, the Authority and the Municipality entered into a lease (the “**Lease**”), pursuant to which the Authority leases the Improvements to the Municipality for use in accordance with the Redevelopment Plan; and

WHEREAS, the Indenture and the Lease contemplate the issuance of additional bonds; and

WHEREAS, the Authority now desires to refinance the Improvements by selling and issuing its taxable lease revenue refunding bonds pursuant to the Act to refund the outstanding 2013 Bonds (the “**Refunding**”);

NOW, THEREFORE, be it resolved by the Commissioners of the Authority as follows:

Section 1. Issuance of Bonds.

To effect the Refunding, the Authority is hereby authorized and directed to take all actions necessary to issue its lease revenue refunding bonds in a principal amount of approximately \$27,915,000 (the “**Bonds**”), including entering into a supplement to the Indenture pursuant to which the Bonds will be issued and a supplement to the Lease, and all other documents and certificates relating to the issuance of the Bonds. The terms of the Bonds, or parameters therefor, will be set forth in a final bond resolution to be approved by this body. Notwithstanding the foregoing, the issuance of the Bonds is subject to the receipt of written request by the Municipality for the Authority to issue the Bonds.

Section 2. Authorization to Act.

The officers of the Authority, attorneys for the Authority, or other agents or employees of the Authority are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all the provisions of this resolution.

Section 3. Effective Date; Conflicting Resolutions; Conformity.

This Resolution shall be effective immediately upon its passage and approval. To the extent that any prior resolutions of this body are inconsistent with the provisions hereof, this Resolution shall control and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this Resolution.

Adopted: August 10, 2021

Gary Delveaux, Chairperson

Neil Stechschulte, Secretary

CERTIFICATIONS BY SECRETARY

I, Neil Stechschulte, hereby certify that I am the duly qualified and acting Secretary of the Redevelopment Authority of the City of Green Bay, Wisconsin (the “**Authority**”), and as such I have in my possession, or have access to, the complete corporate records of the Authority and of its Commissioners (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

AN INITIAL RESOLUTION AUTHORIZING ACTIONS NECESSARY FOR THE SALE AND ISSUANCE OF TAXABLE LEASE REVENUE REFUNDING BONDS FOR THE KI CONVENTION CENTER EXPANSION

I do hereby further certify as follows:

1. **Meeting Date.** On August 10, 2021, a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On August ____, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Authority’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 August ____, 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 Authority.
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 Chairperson (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 approved the Resolution and declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Authority hereto on August ____, 2021.

Secretary

[SEAL]



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

MEETING DATE

August 17, 2021

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # K.2

To approve the allocation of CDBG-CV2 funds in the amount of \$253,062.34 from the State of Wisconsin to provide public broadband and wireless access to low-moderate income persons at neighborhood parks to be designated at a later date by staff after review and consultation with Brigid Riordon to determine a plan to reach as many areas as possible with the funding available.

BACKGROUND

The City of Green Bay has received an allocation of CARES funding through the State of Wisconsin Community Development Block Grant (CDBG) Coronavirus (CV) Round 2 funding (CDBG-CV2) in the amount of \$253,062.34. The funds need to be used for activities approved within our first allocation of CARES funds through HUD.

Staff are proposing to use this allocation under the Essential Frontline Employee Relief Program. This program was created under our CDBG-CV CARES funding to support public service activities for low-moderate income individuals. Providing broadband and wireless access in neighborhood parks in the City of Green Bay will assist those who do not have access to do things like remote work, remote school, and other needs due to the pandemic and the social distance requirements. The following parks are being proposed:

Seymour Park
Navarino Park
Eastman Park
St. John Park

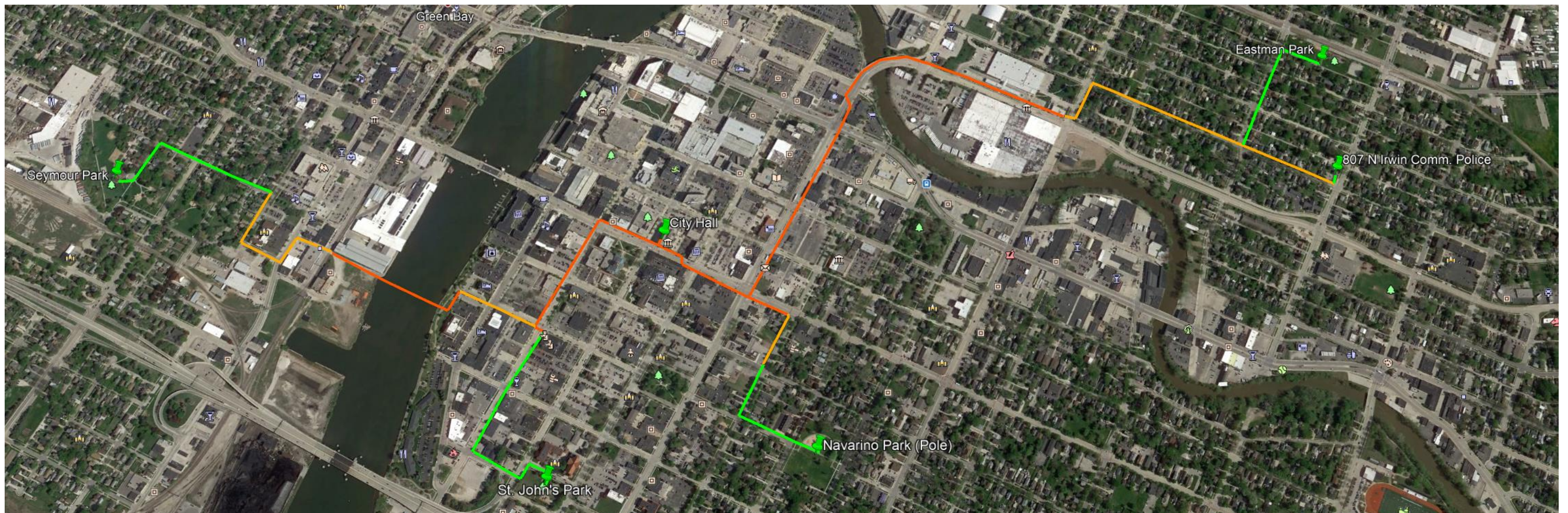
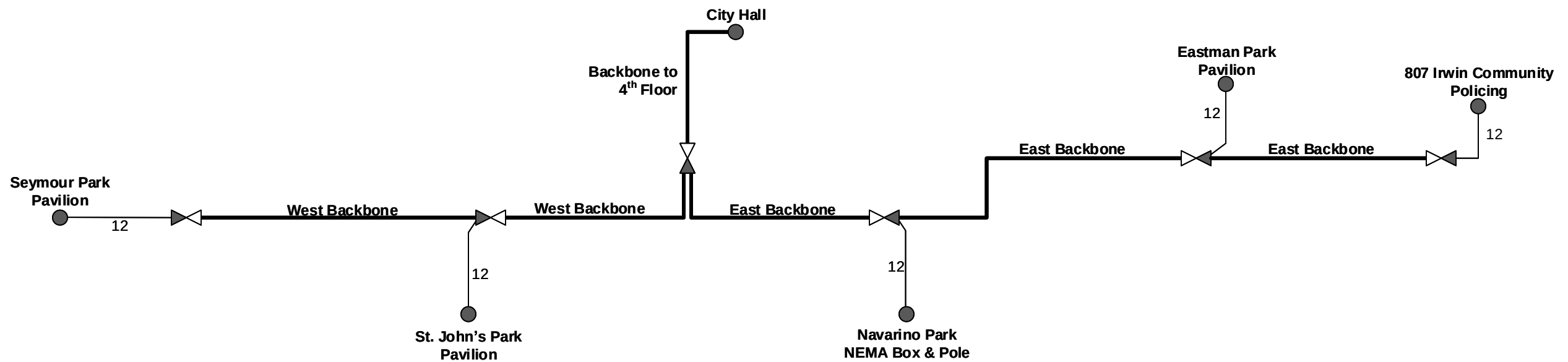
RECOMMENDATION

Staff recommends approval of the allocation of CDBG-CV2 funds in the amount of \$253,062.34 from the State of Wisconsin to provide public broadband and wireless access to low-moderate income persons at designated neighborhood parks.

FISCAL IMPACT

ATTACHMENTS

- I. HUD Funded Connections Overview Drawing



Multimedia Communications & Engineering, Inc.
PO Box 11064 Green Bay, WI 54307 www.mcewi.com

Prepared By:
Dan Becker
Fiber Optic Specialist
O: (877) 870-6968 ext. 1002
C: (920) 676-3496
dbecker@mcewi.com

Legend

- New Underground City Duct
- Existing City-Owned Duct with room for new cable
- Existing County-Owned Duct with room for new cable



City of Green Bay
HUD Funded Connections
7-07-21



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # L.1

To receive and place on file the request on correcting erosion issues on the 1000 block of Lacount Road.
(Ald. Brunette)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-06-29 Dist 12 to I and S
2. Lacount Erosion Concern 8052021



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 06/30/2020

Text of Communication:

For discussion with possible action on correcting erosion issues on the 1000 block of Lacount Rd.

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



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

INTER-OFFICE
MEMO

TO: Steven Grenier, P.E. – Director of Public Works

FROM: Ryan Pichler, P.E. – Utility Civil Engineer

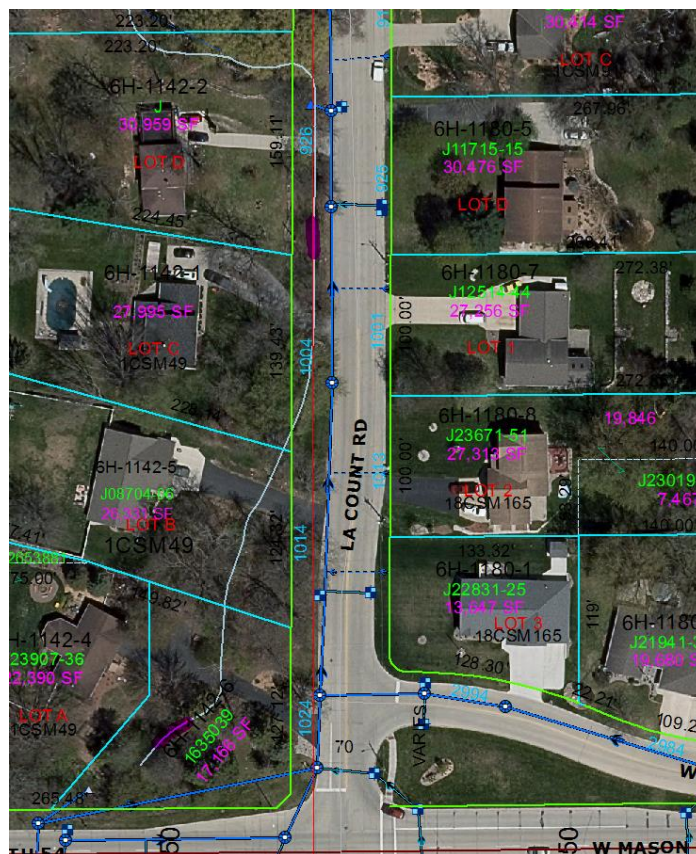
SUBJECT: 1000 Block of La Count Road – Erosion Concern

DATE: 7/28/2021

C: Matthew Heckenlaible, P.E. – Utility Manager
Katelyn Zelinski – Utility Civil Engineer
File

DPW was requested by an Alderperson, on behalf of a resident within the 1000 block of La Count Road, to investigate the potential of stream bank erosion concerns within the navigable stream along the westerly side of La Count Road. City engineering staff visited this location on July 2, 2021 to observe the current condition of the stream banks.

There was some erosion observed on the outside bends of the navigable stream bank located within 1024 LaCount Road parcel and on the westerly bank located approximately halfway between the driveways for 926 and 1004 LaCount Road. The locations are highlighted in magenta in the location map below.





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ENGINEERING DIVISION

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

INTER-OFFICE
MEMO



Natural erosion occurring along stream bank within 1024 LaCount Road property.



Natural erosion occurring along stream bank within 1024 LaCount Road property.



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Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

INTER-OFFICE
MEMO



Slight bank erosion north of the driveway culvert servicing 1004 LaCount Road.

Erosion is occurring, but it is not significant and does not currently appear to pose a threat to public or private infrastructure.

If streambank erosion becomes a priority issue that the City wishes to actively address, this may be added to the list, but compared to with other areas that have been identified, this would be of low priority. A full inventory and rating of streambank erosion issues within the City limits could be undertaken especially if the City would obtain credit towards meeting TMDL and MS4 compliance requirements for streambank stabilization.



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # L.2

To approve the request by area west side residents to install sidewalks on the west side of Green Bay portion of Wood Lane from Hazelwood Lane to Ironwood Drive. Part of the sidewalk costs to the two property owners would be offset from a donation of \$2,500 from resident Paul Secker and a possible grant obtained from the MacArthur Heights Neighborhood Association and work collaboratively with Brown County and/or Ashwaubenon. (Ald. Vander Leest)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-02-16 Dist II to TBP and I and S
2. Side Walk - GB Alderman - Neighborhood Association Request 1-21-2021

Celestine Jeffreys

From: John Vander Leest <johnvanderleest@yahoo.com>
Sent: Tuesday, February 16, 2021 12:00 AM
To: Celestine Jeffreys; Dave Hansen
Subject: Communications to I&S & Traffic, Bicycle & Pedestrian Commission for Wednesday's City Council meeting

Request to Improvement and Services committee on behalf of area westside residents to install sidewalks on the westside of Green Bay portion of Wood Lane from Hazelwood Lane to Ironwood Drive. Part of the sidewalk costs to the 2 property owners would be offset from a donation of \$2500 from resident Paul Secker and a possible grant obtained from the MacArthur Heights Neighborhood Association.

Request to Traffic, Bicycle and Pedestrian Commission for a traffic study to review the safety of the Hazelwood Lane/Wood Lane intersection.

Alderman John S. Vander Leest

1/21/2021

City of Green Bay Attn: District 11 John Vanderleest

920-499-0996 district11@greenbaywi.gov

Sam Bartels, President of MacArthur Heights Neighborhood Association

920-676-1623 bakndapak@aol.com

Cheryl Brumbaugh Williams, MacArthur Heights Neighborhood Association

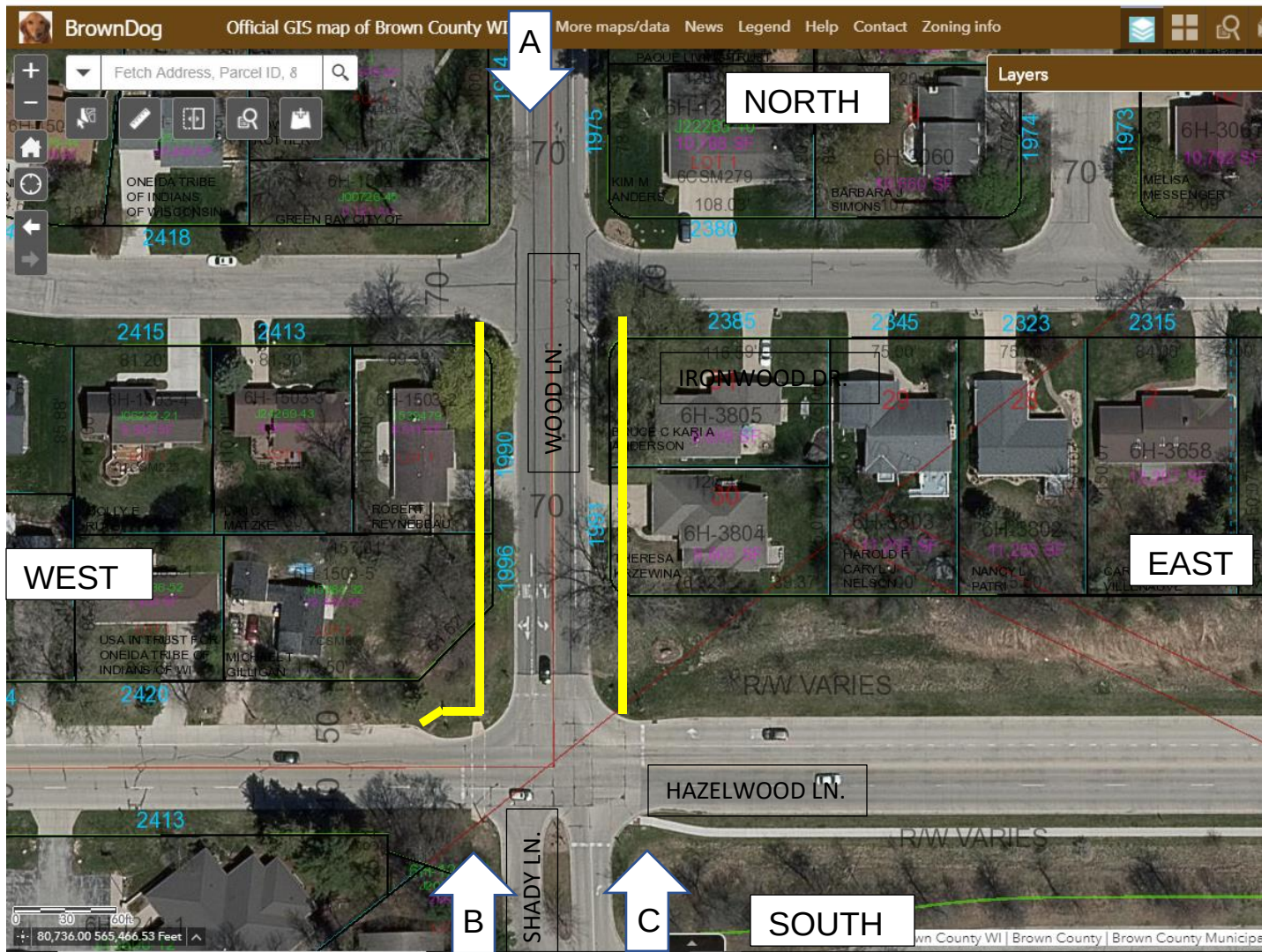
920-619-8963 cabw333@aol.com

REQUEST FOR PEDESTRIAN SAFETY IMPROVEMENT (SIDEWALK INSTALLATION)

Hello John, Sam & Cheryl,

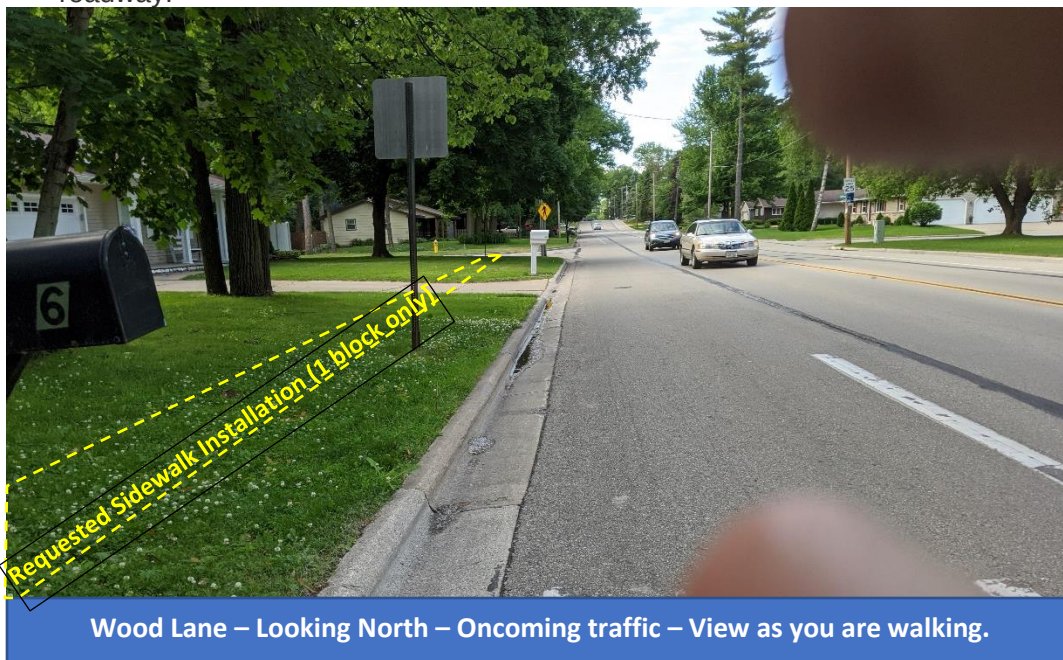
Thank you for your time to discuss this request 1/20/2021 for installation of a sidewalk on a one block section of Wood Lane, specifically between Ironwood Drive & Hazelwood Lane. Yellow lines represent desired sidewalk installation. Critical considerations for this proposal:

- **Pedestrian safety:** Presently roadway nearing this intersection on Wood Lane is lined for turn lanes, forcing pedestrians and vehicle traffic into the same surface. There is no visible divider between lane use expectations between vehicle drivers and pedestrians. When cars are parked on road in front of 1990 & 1991 Wood Lane, that exacerbates the congestion problem.
- **Connecting pedestrian continuity** from white side line path on Wood Lane (to North "A") to designated cross walk (to South "B") on Hazelwood Lane and sidewalk ("C"). This sidewalk would achieve continuity.
- **Funding:** Considerations to minimize the impact to property owners are included on next page.



Critical considerations for this proposal, continued:

- **Funding:** Formal cost estimates would be needed from the City of Green Bay.
Considerations to minimize the impact to property owners may be:
Neighborhood Association Mini-Grant
Grants from city, county, state for pedestrian safety
Personal contribution from myself, if sidewalk is installed in 2021, I will contribute the following:
- **Jurisdiction:** Per David Hansen, Green Bay City Traffic Engineer, the City of Green Bay:
Western side of Wood Lane is City of Green Bay. contribute \$2,500.00 Twenty Five Hundred
Eastern side of Wood Lane is Brown County (?). contribute \$ 500.00 Five hundred.
- **Priority:** Based on my observations over many years from seeing pedestrians, bikes, both school aged children and adults navigate this intersection with vehicle traffic, and potential conflict points, and parked cars, optimally both sidewalks would be installed, West and East segments, but understanding priorities need to be established:
 1. **West side is higher priority** for sidewalk installation, due to turn lanes painted, and high vehicle use in each lane, and there is no place for pedestrians.
 2. East side is lower priority for sidewalk installation, due to there is a white line along the roadway.



Additional supporting information to consider:

- Pedestrian friendly areas are great in many ways for the neighborhood:
Promote walking and healthy life style
Provide opportunity for neighbors to get to know each other, which helps build a
Positive sense of belonging and caring in and among neighbors.
Likely less crime in areas where neighbors know each-other.
- Traffic count (Intersection is a funnel for neighborhood traffic and also sees semi trucks on Hazelwood)
<https://wisdot.maps.arcgis.com/apps/webappviewer/index.html?id=2e12a4f051de4ea9bc865ec6393731f8>
8,800 vehicles per day in vicinity intersection. (No current sidewalk) Traffic map on last page.
6,300 vehicles per day on Cormier as comparison (Has sidewalk)
5,800 vehicles per day on W Point at North end of Wood. (Has sidewalk)
- Promoting connectivity from neighborhoods to services
<https://www.transportation.gov/mission/health/promoting-connectivity>
With recent wonderful addition of sidewalk along South edge of Hazelwood / Lombardi Ave, this
has dramatically improved walking and biking access to Pick-N-Save and Lambeau Field.
Addition of the short sidewalk requested here will benefit the people walking to those areas.

- Pedestrians who potentially would like to see pedestrian safety improved at this intersection with addition of this sidewalk to separate pedestrians from vehicle traffic may be the following. Note: These are neighbors we've met or have seen walking in our neighborhood. There are many others we see walking, biking, or pushing a baby carriage on the road, whom we don't know, thus not listed here.



Pedestrians whom frequent Wood Ln to Hazelwood (to Pick-N-Save or Sherwood Forest Park, etc.)

Pedestrians whom occasionally may walk Wood Ln to Hazelwood

Pedestrians in the neighborhood

Avid walkers:



Kazuko w/dog 1968 Evans Dr	Chang 1969 Knotty Pine	Bob & Sandra 2440 Ironwood Dr
Paula w/dog 1949 Treeland Dr	Julie 2430 Ironwood Dr	Paul & Connie 2425 Ironwood Dr
Steve & Jolanda & child 2439 Ironwood	Larry w/dog 1951 Wood Ln	Many other walkers, bikers, skate boarders (really!)
Molly w/dog 2415 Ironwood Dr	Linda & Perry 2437 Ironwood Dr	
Allissa w/dog & children 2454 Ironwood Dr		
John 2473 Ironwood Dr		
David, Darlene & Nolan 2479 Ironwood Dr		
Jimmy 1970 Knotty Pine Dr		
Ed 1974 Wood Ln		



Wood Lane – Looking South to four way stop at Hazelwood

- Drivers that apparently dis-like people walking in turn lane at stop sign, as demonstrated by their somewhat less than courteous driving on Wood Ln. - likely these drivers would be in favor of a sidewalk to separate pedestrians from the road. Random personal observations on some recent walks:



State	License	Color	Car	When
WI	AKD 6727	Red	VW Jetta	1/18/21 12:16 PM
WI	217 ZES	Grey	Toyota SUV	1/8/21 3:33 PM
WI	GG 7473	Black	Dodge 4x4 truck	1/5/21 3:18 PM
WI	LB 0824 or 08234	Blue	Chev Colorado	1/4/21 3:51 PM
WI	172 DRS	White	SUV	12/16/20 8:28 PM
WI	AKF 6234			11/7/20 12:07 PM
WI	ADE 4549		4 door sedan	11/1/20 2:12 PM
WI	ABG 4775		Ford SUV	10/2/20 2:16 PM
WI	AAYS 4706	Red	Jeep	10/1/20 3:52 PM
WI	529WPX	Gold	Dodge van	8/3/20 2:38 PM

- Other potential interested parties related to the evaluation of this sidewalk request, costs, safety impacts and other considerations needed. In the past I've had conversations with a few government staff in Green Bay area.

Dan Teaters, Brown County Planning Commission, Senior Natural Resources & Land Use Planner
Author of Brown County Bicycle and Pedestrian Plan 2016

Teaters_DW@co.brown.wi.us

Contacted 12/16/2016

Jennifer, City of Green Bay Public Works (920-448-3093)

Contacted 6/12/2020

Jason Maze, City of Green Bay Water Dept (920-448-3480)

Contacted 6/12/2020

Mr. Cole Runge, Brown County Planning Commission

Contacted 10/23/2020

Wisconsin Pedestrian Policy Plan 2020 Executive Summary

David Hansen, P.E., PTOE, Green Bay City Traffic Engineer

Contacted 10/14/2020

dave.hansen@greenbaywi.gov

John Vanderleest, Alderman, District 11, City of Green Bay Attn: District 11

Contacted 10/19/2020

district11@greenbaywi.gov 920-327-0300

Sam Bartels, President of Mac Arthur Heights Neighborhood Association

Contacted 1/20/2021 & prior

bakndapak@aol.com 920-676-1623

Cheryl Brumbaugh Williams, MacArthur Heights Neighborhood Association

Contacted 1/20/2021

cabw333@aol.com 920-619-8963

Thank you for taking time to review this submission.

●Safety is my concern. The 12/3/2016 Brown County Bicycle and Pedestrian Plan 2016. Report Author: Dan Teaters, Transportation/GIS Planner, Brown County Planning Commission/Green Bay MPO,

“The 4 pedestrian fatalities in the City of Green Bay happened at or near street intersections within the city...”
Page 71,

“The crash data also indicate that 78 (85.7%) of the 91 pedestrian crashes that happened between 2:00 p.m. and 7:00 p.m. occurred on weekdays, and the majority of these weekday afternoon/evening crashes happened in the City of Green Bay” Page 74

This intersection of Wood Lane, Hazelwood Lane and Shady Lane is very busy, as shown by the DOT traffic counts. Traffic is concentrated during commuting times and poses an elevated risk, as shown in the report data cited above.

●If the city can work out a way to fund the installation, without being a cost to the property owners, that would be preferred, as they will need to clear the snow during the winter. Thus, why I have offered to make a contribution to the project, if it can get approved and completed in 2021.

Sincerely,

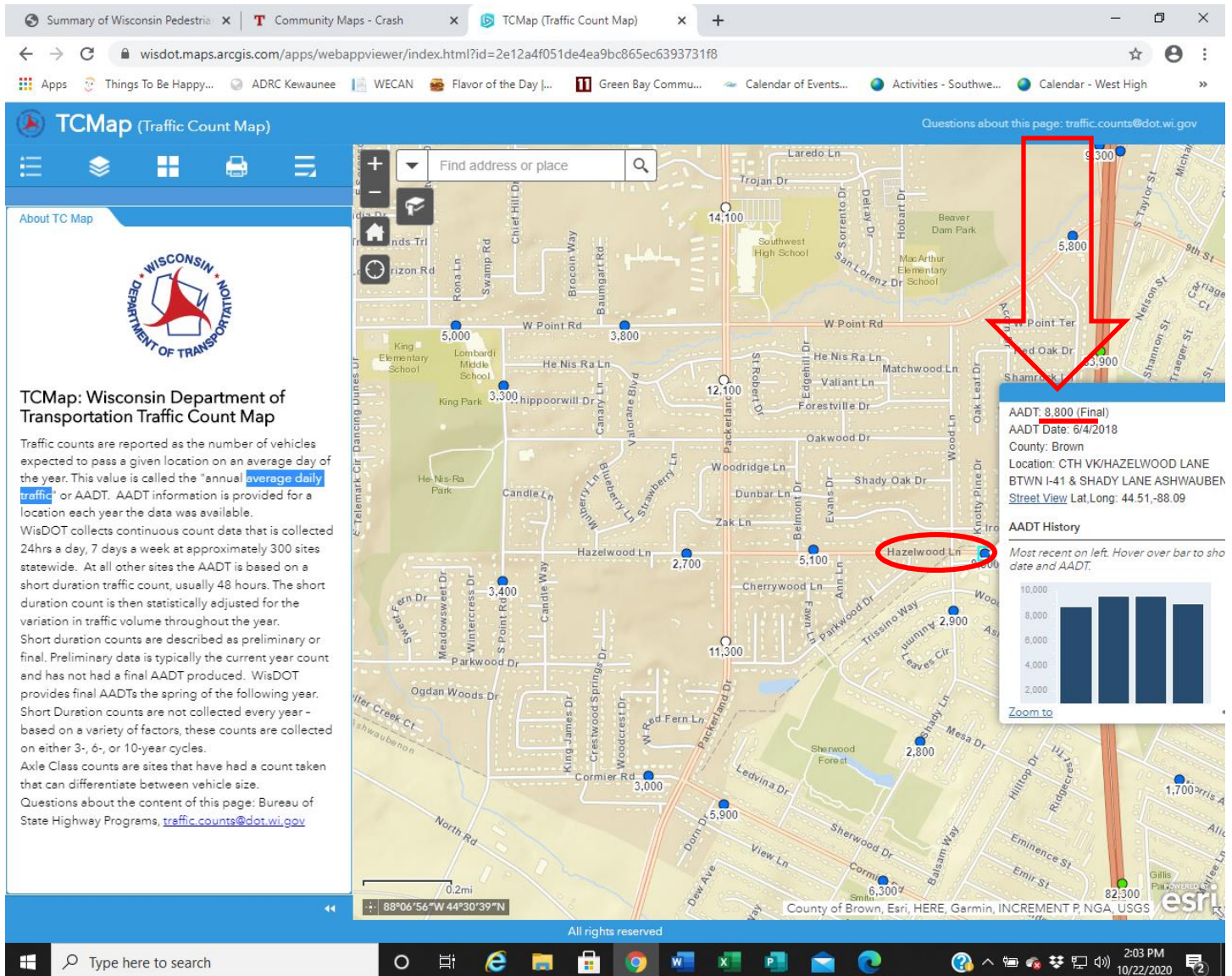
Paul Secker
2425 Ironwood Drive
Green Bay WI 54304-1639

Phone: 920-265-4587

Email: pdsecker@sbcglobal.net

TRAFFIC MAP LINK:

<https://wisdot.maps.arcgis.com/apps/webappviewer/index.html?id=2e12a4f051de4ea9bc865ec6393731f8>





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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # L.3

To hold the request for a 20-year history of road repairs, including alleys (2001-2021), with total expenditure, miles (distance) completed, type (reconstruction vs. resurface), and to denote if the projects were cooperative with County and/or State. (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ald. Wery - Petitions and Communications Form
2. 20 Year Report



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 06/01/2021

Text of Communication:

Request a 20 year history of road repairs, including alleys. 2001-2021

For each year include total expenditure, miles (distance) completed, type (reconstruct vs resurface)

Roadwork calculated is for city centerline miles. If county/state cooperative projects, could list under a separate column or denote in some way.

Respectfully submitted,

Chris Wery

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



DEPARTMENT OF PUBLIC WORKS PROJECT SUMMARY 1999-2020



Yearly Summary Centerline Length

Year	New Construction (ft)	Reconstruction (ft)	Resurfacing (ft)	Alley (ft)	State (ft)	Total Cost	Total of All Types (ft)
1999	12580	5570	24408	0	0	\$2,024,484.49	42558
2000	4446	2005	18488	0	3720	\$1,609,563.89	28659
2001	11112	9260	38591	0	5755	\$4,167,140.05	64718
2002	24136	250	33080	2085	250	\$4,498,029.15	59801
2003	30727	9315	19720	2505	13781	\$4,126,959.56	76048
2004	23482	15260	31213	3885	0	\$4,008,172.17	73840
2005	23982	4850	41995	4629	10460	\$8,964,805.03	85916
2006	16430	8095	22075	3762	3240	\$5,139,023.02	53602
2007	1720	3825	44833	3622	5160	\$2,239,050.71	59160
2008	3095	0	35475	2035	9095	\$4,536,419.12	49700
2009	0	3195	21250	3081	0	\$1,850,670.10	27526
2010	0	820	16135	2529	8030	\$4,515,443.23	27514
2011	0	2575	19647	2645	2575	\$2,451,200.65	27442
2012	1250	3260	19173	2191	16699	\$3,590,818.83	42573
2013	5275	4511	16255	0	1160	\$3,221,775.63	27201
2014	1615	1100	17630	2896	4640	\$3,065,683.38	27881
2015	460	3285	17930	2376	0	\$2,537,934.41	24051
2016	0	0	14240	2281	5575	\$2,009,354.89	22096
2017	1910	3445	14695	1942	1390	\$5,090,798.08	23382
2018	185	6080	12970	0	1700	\$2,558,616.03	20935
2019	4945	6000	20920	2369	3975	\$6,837,439.49	38209
2020	0	13480	17950	1069	0	\$4,983,516.94	32499



Newly Constructed Streets

Year Constructed	Street Name	From	To	Cost	Length of Centerline (ft)
1999	Windland Dr	210' E/O Manitou Ave	Welland Ave	\$54,506.24	867
1999	Eastbreeze Ln	Ontario Rd	540' E/O Ontario Rd	\$33,948.53	540
1999	Ontario Rd	160' N/O Windland Dr	Eastbreeze Ln	\$10,058.82	160
1999	Jauquet Dr	150' E/O Challenger Dr	350' E/O Wingate	\$53,437.49	850
1999	Wingate St	Jauquet Dr	Windland Dr	\$46,144.85	734
1999	Windland Dr	155' E/O Challenger Dr	185' E/O Wingate St	\$22,695.22	361
1999	Jauquet Dr	Fair Winds Dr	Summer Winds Dr	\$20,117.64	320
1999	Fair Winds Dr	Jauquet Dr	160' North	\$10,058.82	160
1999	Summer Winds Dr	Jauquet Dr	Windland Dr	\$40,863.97	650
1999	Windland Dr	Ontario Rd	Windrose Ct	\$32,376.83	515
1999	Edison St	130' E/O Heyrman St	390' E/O Heyrman St	\$16,345.59	260
1999	Sussex St	Baywatch Dr	Fagerville Way	\$314,576.00	770
1999	Durham Rd	165' N/O Yorkshire Dr	830' N/O Yorkshire Dr	\$94,955.97	998
1999	Fagerville Way	Durham Rd	Sussex St	\$166,505.96	1750
1999	Yorkshire Dr	135' E/O Durham Rd	1170' E/O Durham Rd	\$98,476.38	1035
1999	Davies Ave	Durham Rd	145' West	\$13,796.21	145
1999	Parkwood Dr	250' W/O S Sweetfern Dr	820' W/O S Sweetfern Dr	\$54,233.37	570
1999	Royal Crown Ct	175' N/O Renaissance Ln	Cul-De-Sac North	\$54,709.10	575
1999	Country Club Ct	Country Club Rd	Cul-De-Sac West	\$280,504.55	520
1999	Country Club Rd	Indian Hill Dr	Cul-De-Sac North	\$431,545.45	800
2000	Wilder St	180' W/O Wandering Springs Ct	Wandering Springs Ct	\$21,644.90	180
2000	Wandering Springs Ct	150' S/O Wilder St	Cul-De-Sac South	\$42,087.30	350
2000	Fair Winds Ln	145' N/O Jauquet Dr	Windland Dr	\$70,345.92	585
2000	Windland Dr	185' E/O Wingate St	Fair Winds Ln	\$19,841.16	165
2000	Windland Dr	Fair Winds Ln	Windrose Ct	\$18,037.42	150
2000	Windrose Ct	Windland Dr	Cul-De-Sac North	\$45,093.54	375
2000	Eastway Dr	Northway Dr	Huron Rd	\$76,959.64	640
2000	Meadow Wind Dr	Eastway Dr	630' South	\$75,757.15	630
2000	Northway Dr	165' S/O Sitka St	Eastway Dr	\$19,841.16	165
2000	Sawgrass Dr	Durham Rd	250' West	\$30,062.36	250
2000	Muirwood Ln	160' W/O Parkwood Dr	Proposed E-W Street	\$62,649.96	521
2000	Muirwood Ct	Proposed E-W Street	Cul-De-Sac North	\$28,859.87	240
2000	Muirwood Circle	Muirwood Ln	195' West	\$23,448.64	195
2001	Majestic Heights Ct	Swiss Hill Dr	Cul-De-Sac East	\$35,004.00	435



Newly Constructed Streets

Year Constructed	Street Name	From	To	Cost	Length of Centerline (ft)
2001	Majestic Heights Dr	Swiss Hill Dr	140' West	\$11,265.66	140
2001	Mojave Trail	Sandia Dr	Summer Pl	\$48,281.38	600
2001	Sage Dr	140' W/O Swiss Hill Dr	530' E/O Swiss Hill Dr	\$53,914.21	670
2001	Sandia Dr	165' W/O Sandstone Place	Hillcrest Dr	\$70,008.01	870
2001	Swiss Hill Dr	Majestic Heights Ct	Sage Dr	\$32,187.59	400
2001	Tara Marie Ln	160' S/O Sandia Dr	Summer Place	\$77,411.15	962
2001	Beth Dr	140' W/O Leah Ln	160' E/O McAuliffe Heights Trail	\$46,481.47	640
2001	Collegiate Way	Spartan Rd	100' E/O Inspiration Ave	\$39,581.87	545
2001	Eastbreeze Ln	160' W/O McAuliffe Heights Trail	160' E/O McAuliffe Heights Trail	\$23,240.73	320
2001	Inspiration Ave	150' N/O Collegiate Way	150' S/O Collegiate Way	\$21,788.19	300
2001	Leah Ln	130' N/O Eastbreeze Ln	Beth Dr	\$26,872.10	370
2001	McAuliffe Heights Trail	Sitka St	Eastbreeze Ln	\$96,231.16	1325
2001	Morningwoods Ct	McAuliffe Heights Trail	Cul-De-Sac	\$29,050.92	400
2001	Muirwood Circle	Sheltered Creek Dr	130' N/O Sheltered Creek Dr	\$9,441.55	130
2001	Muirwood Ln	Sheltered Creek Dr	175' N/O Sheltered Creek Dr	\$12,709.78	175
2001	Scholar Dr	Stanford Dr	Collegiate Way	\$43,576.38	600
2001	Sheltered Creek Dr	Muirwood Circle	Cul-De-Sac	\$119,835.03	1650
2001	Stanford Dr	Spartan Rd	250' E/O Scholar Dr	\$42,123.83	580
2002	Terrace Lake Ln	Windland Dr	245' N/O Windland Dr	\$11,729.04	245
2002	Windland Dr	190' W/O Terrace Lake Ln	Huron Rd	\$55,533.40	1160
2002	Meadow Wind Dr	Windland Dr	185' N/O Windland Dr	\$8,856.62	185
2002	Beth Dr	160' E/O McAuliffe Heights Trail	160' E/O Demi Ln	\$28,724.17	600
2002	Demi Ln	Eastbreeze Ln	Beth Dr	\$28,724.17	600
2002	Eastbreeze Ln	160' E/O McAuliffe Heights Trail	160' E/O Demi Ln	\$29,490.15	616
2002	Davies Ave	130' E/O Carrera Ct	140' W/O Durham Rd	\$51,224.77	1070
2002	Willow Creek Parkway	250' N/O Teresa Dr	750' N/O Teresa Dr	\$23,936.81	500
2002	W Muirwood Dr	Muircreek Ln	Muirwood Circle	\$22,021.87	460
2002	E Mason St	Huron Rd	Erie Rd	\$433,138.30	2670
2002	E Mason St	Erie Rd	Finger Rd	\$652,140.82	4020
2002	E Mason St	Huron Rd	Challenger Dr	\$730,008.38	4500
2002	Robinson Ave	200' S/O Willow Creek	300' N/O Willow Creek	\$23,427.16	500
2002	Stanford Dr	300' E/O Scholar Dr	Wolverine Trail	\$37,483.46	800
2002	Wolverine Ct	Stanford Dr	Cul-De-Sac	\$21,552.99	460
2002	Wolverine Trail	Stanford Dr	120' E/O Collegiate Way	\$43,105.98	920



Newly Constructed Streets

Year Constructed	Street Name	From	To	Cost	Length of Centerline (ft)
2002	Inspiration Ave	200' S/O Collegiate Way	Wolverine Trail	\$29,049.68	620
2002	Collegiate Way	100' E/O Inspiration Ave	Wolverine Trail	\$44,511.61	950
2002	Wildcat Trail	150' N/O Collegiate Way	100' E/O Hawkeye Way	\$112,450.39	2400
2002	Hawkeye Way	Wildcat Trail	150' S/O Wildcat Trail	\$7,028.15	150
2002	Wildcat Trail	Hoosier Way	550' N/O Hoosier Way	\$25,769.88	550
2002	Hoosier Way	Wildcat Trail	160' E/O Wildcat Trail	\$7,496.69	160
2002	Washington St	Pine St	Main St	\$329,149.00	725
2003	Hickory Ridge Ln	Parkland Ridge Ln	Valley Wood Ln	\$45,242.74	750
2003	Hickory Ridge Ct	161' N/O Twin Pines Ct	Hickory Ridge Ln	\$19,665.51	326
2003	Valley Wood Ln	Hickory Ridge Ln	Highland View Ln	\$18,097.10	300
2003	Highland View	Northway Dr	Valley Wood Ln	\$20,208.43	335
2003	Wolverine Trail	165' N/O Collegiate Way	Hoosier Way	\$14,176.06	235
2003	Wildcat Trail	550' N/O Hoosier Way	Wolverine Trail	\$27,145.65	450
2003	Hoosier Way	160' E/O Wildcat Trail	Panther Ct	\$18,097.10	300
2003	Panther Ct	Hoosier Way	Cul-De-Sac North	\$18,097.10	300
2003	Beth Dr	Beth Ct	140' W/O Leah Ln	\$89,882.25	1490
2003	Welland Ave	Beth Dr	Finger Rd	\$117,631.13	1950
2003	Tobermory Dr	490' E/O Manitou	Welland Ave	\$9,651.79	160
2003	Windland Dr	Welland Ave	170' E/O Welland Ave	\$10,255.02	170
2003	Eastbreeze Ln	160' E/O Demi Ln	Welland Ave	\$9,651.79	160
2003	Avalanche Ln	Welland Ave	165' E/O Terrace Lake Ln	\$29,860.21	495
2003	Terrace Lake Ln	Avalanche Ln	243' N/O Windland Dr	\$20,932.31	347
2003	Terrace Lake Ct	140' N/O Avalanche Ln	Avalanche Ln	\$8,445.31	140
2003	Ontario Rd	Beth Dr	105' N/O Eastbreeze Ln	\$19,665.51	326
2003	Star Creek Ct	Huron Rd	Cul-De-Sac West	\$25,420.64	460
2003	Sitka St	Huron Rd	East End	\$73,498.80	1330
2003	Heaven Dr	Charity Ln	Crosswinds Ln	\$51,393.90	930
2003	Crosswinds Ln	165' N/O Heaven Dr	Sitka St	\$26,360.10	477
2003	Charity Ln	143' N/O Heaven Dr	90' S/O Heaven Dr	\$12,876.11	233
2003	Willow Creek Parkway	Alpine Dr	655' N/O Teresa Dr	\$27,907.44	505
2003	Alpine Dr	Willow Creek Parkway	682' S/O Willow Creek Parkway	\$37,688.86	682
2003	Winterberry Ln	Packerland Dr	W Red Fern Ln	\$32,052.11	580
2003	W Red Fern Ln	Red Fern Ln	Winterberry Ct	\$17,683.92	320
2003	Red Fern Ln	Packerland Dr	W Red Fern Ln	\$40,065.14	725



Newly Constructed Streets

Year Constructed	Street Name	From	To	Cost	Length of Centerline (ft)
2003	Springcrest Place	Parkwood Dr	Red Fern Ln	\$35,367.84	640
2003	Meadowcrest Dr	Springcrest Place	Woodcrest Dr	\$23,210.15	420
2003	McKenzie Ln	Valley Creek Dr	Concordia Ln	\$101,314.85	2150
2003	Valley Creek Dr	McKenzie Ln	East End	\$21,205.43	450
2003	Langdon St	Whittier Ct	313' E/O Whittier Ct	\$14,749.56	313
2003	Noble Ct	Whittier Dr	Cul-De-Sac South	\$10,838.33	230
2003	Noble St	Whittier Dr	165' N/O Whittier Dr	\$7,775.33	165
2003	Whittier Ct	Langdon St	Cul-De-Sac West	\$5,654.78	120
2003	Whittier Dr	Langdon st	Huron Rd	\$46,180.72	980
2003	Abigail Ct	Whittier	Cul-De-Sac South	\$6,267.38	133
2003	Sage Dr	Majestic Heights Dr	Cul-De-Sac West	\$29,687.61	630
2003	Sussex Rd	Scottwood Dr	Edinburgh Rd	\$403,896.32	1450
2003	Huron Rd	Sitka St	Humboldt Rd	\$1,564,117.00	7600
2003	Sussex Rd	Baywatch Dr	Glen Abbey Dr	\$31,055.35	970
2004	Glen Abbey Dr	Durham Rd	Sussex Rd	\$58,428.87	1825
2004	Spyglass Hill Dr	Durham Rd	East End	\$64,031.64	2000
2004	Blackwof Run	Durham Rd	Sussex Rd	\$57,916.62	1809
2004	Troon Dr	Baywatch Dr	Blackwolf Run	\$10,245.06	320
2004	Fagerville Way	Durham Rd	Yorkshire Rd	\$45,462.46	1420
2004	Charity Ln	Star Creek Ln	143' N/O Heaven Dr	\$45,519.88	882
2004	Star Creek Ln	Huron Rd	Charity Ln	\$11,096.12	215
2004	Celine Way	Charity Ln	Crosswinds Ln	\$25,804.92	500
2004	Crosswinds Ln	Celine Way	165' N/O Heaven Dr	\$24,514.68	475
2004	Bushwood Ln	Charity Ln	Crosswinds Ln	\$43,352.27	840
2004	Dandy Way	Crosswinds Ln	East End	\$8,773.67	170
2004	Langdon St	313' E/O Whittier Ct	Noble St	\$21,005.21	407
2004	Noble St	165' N/O Whittier Dr	Langdon St	\$6,967.33	135
2004	Meadow Wind Dr	Eastway Dr	185' N/O Dreamer Ln	\$48,255.21	935
2004	Avalanche Ln	165' E/O Terrace Lake Ln	Meadow Wind Dr	\$8,515.62	165
2004	Dreamer Ln	Meadow Wind Dr	Huron Rd	\$34,062.50	660
2004	Earnhardt Ct	Dreamer Ln	Cul-De-Sac North	\$7,999.53	155
2004	Hickory Ridge Ct	Twin Pines Ct	173' S/O Twin Pines Ct	\$8,928.50	173
2004	E Twin Pines Ct	Hickory Ridge Ln	Cul-De-Sac East	\$9,289.77	180
2004	W Twin Pines Ct	Hickory Ridge Ln	Cul-De-Sac West	\$14,708.81	285



Newly Constructed Streets

Year Constructed	Street Name	From	To	Cost	Length of Centerline (ft)
2004	Sylvester Way	Edmund Dr	West End	\$10,063.92	195
2004	Hannah St	San Jose Place	Platten St	\$63,222.06	1225
2004	Red Fox Dr	Quinn Oaks Way	W Mason Frontage Rd	\$30,461.42	1045
2004	Quinn Oaks Way	Red Fox Dr	East End	\$4,226.70	145
2004	Hornsby Way	Red Fox Dr	West End	\$12,388.62	425
2004	Caribou Run	Red Fox Dr	East End	\$4,780.55	164
2004	Treeland Dr	Oakwood Dr	Ironwood Dr	\$30,373.98	1042
2004	Knotty Pine Dr	Treeland Dr	West End	\$4,080.96	140
2004	Curry Ln	St Anthony Dr	Gershwin Dr	\$68,501.77	2350
2004	Gershwin Dr	Curry Ln	Lake Largo Dr	\$93,279.00	3200
2005	Hemlock Rd	College Park Dr	STH 54	\$273,000.00	1325
2005	Collegiate Park Dr	Hemlock Rd	Cul-De-Sac	\$117,000.00	385
2005	Sussex Rd	Glen Abbey Dr	Church Rd	\$375,100.00	2056
2005	Huron Rd	545' S/O Yeager Dr	South City Limits	\$184,200.00	996
2005	Huron Rd	Humboldt Rd	Highland Center Dr	\$1,015,200.00	2975
2005	Alabama Ave	East Shore Dr	70' N/O Lakeside Place	\$4,700.00	220
2005	California Ave	East Shore Dr	205' North	\$4,600.00	205
2005	Danz Ave	East Shore Dr	200' N/O Lakeside Place	\$14,400.00	350
2005	East Shore Dr	400' E/O East Shore Circle	Bay Beach Ct	\$1,085,000.00	9020
2005	Illinois Ave	East Shore Dr	160' North	\$3,800.00	160
2005	Kentucky Ave	East Shore Dr	150' N/O Lakeside Place	\$12,300.00	300
2005	Locust St	Dousman St	Cul-De-Sac South	\$80,000.00	2060
2005	Michigan Ave	East Shore Dr	240' North	\$4,800.00	240
2005	Minnesota Ave	East Shore Dr	135' North	\$9,600.00	135
2005	Mississippi Ave	East Shore Dr	165' N/O Lakeside Place	\$1,000.00	315
2005	Nevada Ave	East Shore Dr	275' North	\$6,000.00	275
2005	New York Ave	East Shore Dr	130' N/O Lakeside Place	\$6,700.00	275
2005	Sturgeon Bay Frontage Rd	Spartan Rd	Lisa Ln	\$140,000.00	1325
2005	Texas Ave	East Shore Dr	65' N/O Lakeside Place	\$9,000.00	210
2005	Wisconsin Ave	East Shore Dr	250' North	\$6,000.00	250
2005	Baywatch Dr	Sussex Rd	185' East	\$18,600.00	185
2005	Maricque Dr	Sussex Rd	185' East	\$22,500.00	185
2005	Terrace Lake Ct	140' N/O Avalanche Ln	395' N/O Avalanche Ln	\$36,500.00	535
2006	Harvest Rd	Hillside Ln	Edgewood Ln	\$73,000.00	880



Newly Constructed Streets

Year Constructed	Street Name	From	To	Cost	Length of Centerline (ft)
2006	E Conservancy Ct	200' N/O Golf Dr	Cul-De-Sac	\$46,300.00	100
2006	W Conservancy Ct	200' N/O Golf Dr	Cul-De-Sac	\$32,100.00	100
2006	Arcadia Bluff Dr	Ballybunion Ln	200' E/O Sussex Rd	\$43,600.00	565
2006	Ballybunion Ln	Bay Harbor Dr	Glen Oaks Pass	\$99,600.00	1060
2006	Barina Creek	165' E/O Durham Rd	Bay Harbor Dr	\$23,700.00	276
2006	Bay Harbor Dr	Glen Oaks Pass	200' E/O Sussex Rd	\$192,100.00	2040
2006	Glen Oaks Pass	Bay Harbor Dr	Ballybunion Ln	\$123,400.00	1520
2006	Grand Cypress Ln	Bay Harbor Dr	Glen Oaks Pass	\$80,700.00	925
2006	Tidewater Dr	Sussex Rd	275' East	\$25,000.00	275
2006	Aldine Ct	Watercrest Dr	Cul-De-Sac North	\$34,200.00	350
2006	Barronwood Dr	Satellite Ln	Watercrest Dr	\$42,800.00	470
2006	Satellite Ln	Barronwood Dr	130' East	\$12,000.00	130
2006	Watercrest Dr	Huron Rd	Barronwood Dr	\$29,800.00	400
2006	Baywatch Ave	Cottage Hill Dr	250' North	\$12,800.00	250
2006	Classic Dr	204' S/O Cottage Hill Dr	Cottage Hill Dr	\$12,800.00	204
2006	Cottage Hill Dr	Classic Dr	70' E/O Baywater Ave	\$86,500.00	800
2006	Travertine Ct	Cottage Hill Dr	240' North	\$17,500.00	240
2006	Blue Sky Circle	Indigo Bluff Ct	Cul-De-Sac North	\$54,600.00	725
2006	Indigo Bluff Ct	Huron Rd	Cul-De-Sac W/O Blue Sky Circle	\$47,800.00	670
2006	Durham Rd	175' S/O Paula St	165' N/O Paula St	\$32,000.00	340
2006	Paula St	Kathy Dr	140' E/O Durham Rd	\$147,500.00	1630
2006	Breccia Way	Cul-De-Sac	Dolomite Dr	\$19,600.00	290
2006	Greenstone Ct	Cul-De-Sac	Dolomite Dr	\$34,100.00	510
2006	Dolomite Dr	Huron Rd	Breccia Way	\$48,600.00	1680
2007	Einstein Way	Yeager Dr	Cul-De-Sac South	\$79,473.00	820
2007	Satellite Ln	Barronwood Dr	Spartan Rd	\$111,943.00	900
2008	Admiral Flatley	Washington Way	175' West	\$66,024.00	175
2008	Remington Rd	Deer Trail	Lost Ridge Ct	\$127,697.00	570
2008	East Enderby Ln	Emmalane Dr	400' South	\$81,526.00	400
2008	Emmalane Dr	200' W/O East Enderby Ln	East End	\$44,369.00	650
2008	Donald Driver Way	Dousman Ave	North End	\$144,341.00	400
2008	Ontario Rd	Beth Dr	Sitka St	\$125,998.00	900
2012	Emmalane Dr	450' E/O E Enderby Ln	Cul-De-Sac	\$77,813.00	1250
2012	Dolomite Dr	Huron Rd	Breccia Way	\$48,598.00	



Newly Constructed Streets

Year Constructed	Street Name	From	To	Cost	Length of Centerline (ft)
2012	Breccia Way	Dolomite Dr	Cul-De-Sac	\$19,565.00	
2012	Greenstone Ct	Dolomite Dr	Cul-De-Sac	\$34,081.00	
2013	Bart Starr Dr	Tony Canadeo Run	Potts Ave	\$132,464.00	670
2013	Indigo Bluff Dr	Huron Rd	Peppergrass Dr	\$115,085.47	925
2013	Peppergrass Dr	Peppergrass Ct	Mandrake Dr	\$161,741.74	1300
2013	Mandrake Dr	Peppergrass Dr	Mayapple Dr	\$48,522.52	390
2013	Mayapple Dr	Mandrake Sr	Purple Sage Dr	\$84,603.37	680
2013	Purple Sage Dr	Peppergrass Dr	Whittier Dr	\$119,440.05	960
2013	Raccoon Berry Way	Indigo Bluff Dr	150' South	\$18,662.51	150
2013	Bedford Rd	Peppergrass Dr	200' South	\$24,883.34	200
2014	Northland Ave	Adams St	Washington St	\$227,968.00	415
2014	Largo Ridge Ct	Lake Largo Dr	600' E/O Branigan Way	\$286,197.00	600
2014	Branigan Way	Largo Ridge Ct	350' South	\$39,671.00	350
2014	Bay Mist Dr	Largo Ridge Ct	250' South	\$28,336.00	250
2015	Kristy Lee Dr	Sitka Dr	Cul-De-Sac	\$99,404.00	460
2017	Raccoon Berry Way	120' S/O Indigo Bluff Dr	Bedford Rd	\$238,466.00	830
2017	Bedford Rd	170' S/O Peppergrass Ct	Whittier Dr		1080
2018	Sandstone Ct	Ferndale Dr	Cul-De-Sac	\$419,396.00	185
2019	Lafayette Dr	270' E/O Candle Way	East End	\$385,900.00	580
2019	Buckthorn Trail	Crestwood Springs Ct	Lafayette Dr		550
2019	Crestwood Springs Dr	330' N/O Crestwood Springs Ct	Lafayette Dr		630
2019	Mendota Dr	Spartan Rd	Black Sheep Way	\$158,875.00	550
2019	Black Sheep Way	Mendota Dr	South End		400
2019	Paula St	Durham Rd	Sussex Rd	\$32,612.00	420
2019	Bond St	Broadway	Donald Driver Way	Incomplete	550
2019	Kellogg St	Broadway	Donald Driver Way	Incomplete	425
2019	Donald Driver Way	Kellogg St	Bond St	Incomplete	840



Reconstructed Streets

Year Reconstructed	Street Name	From	To	Cost	Length of Centerline (ft)
1999	Irwin Ave	Main St	Eastman Ave	\$672,215.00	1575
1999	Kellogg St	Norwood St	485' W/O Gray St	\$719,326.25	3285
1999	Kellogg St	Chestnut St	130' E/O Ashland Ave		710
2000	Antoinette	Hubbard St	Shawano Ave	\$247,197.25	570
2000	Desnoyers St	N Locust St	180' West		180
2000	Pine St	Monroe St	Jackson St		825
2000	Brosig St	170' S/O Pecan St	600' S/O Pecan St		430
2001	Oakland Ave	250' S/O School Pl	650' S/O School Pl	\$296,345.00	350
2001	Moraine Terrace	Morley Rd	Apogee Rd		1325
2001	Tenth Ave	Seventh St	260' N/O Seventh St		260
2001	Sitka St	Ontario Rd	550' W/O Northway Dr	\$1,132,816.00	1450
2001	Huron Rd	200' S/O Finger Rd	Sitka St		2800
2001	Schubert Pl	East Sonata Dr	Symphony Heights	\$204,806.00	550
2001	Symphony Heights	Schubert Pl	Concerto Ln		775
2001	Concerto Ln	East Sonata Dr	Symphony Heights		700
2001	Highland Park Ave	Mills St	Morrow St		1050
2002	Buchanan St	Badger St	Cul-De-Sac South	\$321,960.00	250
2003	Lombardi Ave	Ashland Ave	Ridge Rd		6065
2003	Nicolet Dr	UWGB Main Entrance Dr	Scottwood Dr		3250
2004	Jefferson St	Pine St	Walnut St	\$684,676.69	785
2004	University Ave	Rothe St	Curry Ln		5725
2004	Curry Ln	University Ave	Gershwin Dr	\$1,034,233.38	4150
2004	St John St	Jefferson St	Madison St	\$313,114.80	410
2004	School Place	Chestnut St	Ashland Ave		710
2004	Chip St	Quincy St	Angie Ave		1600
2004	Angie Ave	Chip St	Bay Beach Rd		1880
2005	Broadway	Tenth St	Fourth St	\$784,800.00	3040
2005	Harold St	Elizabeth St	Cul-De-Sac East	\$19,000.00	490
2005	Taylor St	Bond St	Vincent Rd	\$516,500.00	1320
2006	Broadway	Motor St	Tenth St	\$609,600.00	1440
2006	Oneida St	W Mason St	Badger St	\$501,800.00	1800
2006	Washington St	Gregby Way	Main St	\$248,500.00	340
2006	Baird St	University Ave	Day St	\$133,400.00	840



Reconstructed Streets

Year Reconstructed	Street Name	From	To	Cost	Length of Centerline (ft)
2006	Chicago St	Jackson St	Webster St	\$124,000.00	820
2006	Doblon St	Cul-De-Sac West	St George St	\$11,000.00	200
2006	Grignon St	Monroe Ave	Vanburen St	\$170,000.00	1235
2006	Spartan Rd	S Creekside Ln	Highland Center Dr	\$196,000.00	1420
2007	Adams St	Doty St	Walnut St	\$185,614.00	505
2007	Roosevelt St	Eliza St	E Mason St	\$264,385.00	2150
2007	Tenth St	Chestnut St	Alley West	\$13,661.00	200
2007	Thrush St	Velp Ave	North End	\$103,513.00	970
2009	Henry St	Basten St	115' S/O University Ave	\$272,253.00	875
2009	Allard Ave	Shawano Ave	Dousman St	\$139,279.00	1060
2009	Beach Ln	Nicolet Dr	Cul-De-Sac South West	\$150,480.00	1260
2010	Emilie St	Webster Ave	Jackson St	\$135,236.00	820
2010	Scottwood Dr	Nicolet Dr	Sussex Rd	Unknown	4340
2010	Military Ave	300' S/O Mason St	Dousman St	\$2,471,147.19	3900
2011	Shawano Ave	Taylor St	700' East	\$306,170.00	700
2011	Taylor St	500' S/O Shawano Ave	Dousman Ave	\$127,053.00	1375
2011	Lambeau St	850' S/O Starr Ct	350' N/O Starr Ct	\$300,479.00	500
2012	Taylor St	450' S/O Mason St	450' N/O Mason St	\$418,148.00	900
2012	Broadway	200' S/O Clinton St	Arndt St	\$383,640.00	970
2012	Irwin Ave	Cass St	E Mason St	\$119,468.00	530
2012	Victoria St	Main St	Crooks St	\$134,372.00	860
2013	Pine St	Washinton st	City Deck	\$87,355.00	146
2013	Ninth St	Taylor St	1160' W/O Taylor St	\$246,950.00	1160
2013	Fifth St	Broadway	Greenwood Ave	\$331,279.00	1825
2013	Howard St	Oak St	Twelfth Ave	\$218,379.00	1380
2014	Atkinson Dr	Hurlbut St	1100' North	\$89,729.00	1100
2015	Adams St	Main St	Elm St	\$218,338.00	420
2015	Taylor St	Badger St	Shawano Ave	\$142,559.00	750
2015	Maple Ave	Howard St	Walnut St	\$129,762.00	450
2015	Oakland Ave	Howard St	Walnut St	\$123,729.00	520
2015	Marshall Ave	Mather St	Desnoyers St	\$260,901.00	1145
2017	Webster Ave	E Mason St	Porlier Sr	\$2,864,592.00	1620
2017	Van Buren St	Walnut St	Stuart St	\$264,682.00	925



Reconstructed Streets

Year Reconstructed	Street Name	From	To	Cost	Length of Centerline (ft)
2017	Madison St	Spring St	Mason St	\$330,187.00	900
2018	Erie Rd	Mason St	2400' N/O Golf Dr	\$348,873.00	4050
2018	Smith St	Webster Ave	St George St	\$540,079.00	1250
2018	St George St	Day St	Eastman Ave		780
2019	Erie Rd	3400' S/O Mason St	Mason St	\$930,590.00	3400
2019	Chestnut Ave	400' N/O Third St	Cul-De-Sac	\$414,621.00	1200
2019	Chestnut Ave	Arndt St	Howard St	\$236,063.00	900
2019	Webster Ave	Main St	East River Bridge	\$329,430.00	500
2020	Howard St	Ashland Ave	Chestnut Ave	\$190,728.00	580
2020	Doty St	S. Monroe Ave	S. Baird St	\$940,737.00	4330
2020	Gray St	Mather St	Velp Ave	\$863,915.00	1850
2020	Hillcrest Dr	Renaissance Ln	W. Mason St	\$556,102.00	3430
2020	Sitka St	Ontario Rd	Superior Rd	\$589,071.00	2500
2020	Superioir Rd	Gilber Dr	Sitka St	\$165,513.00	790



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
1999	Fourteenth Ave	Clinton St	School Pl	\$31,118.15	1200
1999	Forestville Dr	Wood Ln	King Arthur Dr	\$19,189.53	740
1999	Burns Ave	430' E/O Bentwood Dr	Taylor St	\$65,607.44	2530
1999	Lake St	Fifteenth Ave	Oak St	\$11,798.97	455
1999	Sixteenth Ave	Lake St	W Mason St	\$18,152.26	700
1999	Saratoga St	Saratoga Way	Bond St	\$17,114.98	660
1999	Wesley Ave	Hillside Ln	Sunrise Ct	\$19,319.19	745
1999	Gross Ave	Gross Ct	St. Paul St	\$7,338.70	283
1999	Spence St	Ninth St	Biemeret St	\$20,745.44	800
1999	Redwood Dr	300' S/O W Mason St	Hickory Hill Dr	\$36,563.83	1410
1999	Maple Ave	Eighth St	Ninth St	\$15,040.44	580
1999	Thomas St	Thrush St	Locust St	\$16,596.35	640
1999	Thrush St	Velp Ave	Richardson St	\$42,009.51	1620
1999	Edgewood Dr	Finger Rd	Hillside Ln	\$33,452.01	1290
1999	Victory Blvd	Norwood Ave	Fourteenth Ave	\$46,677.23	1800
1999	Third St	Twelfth Ave	Thirteenth Ave	\$8,168.52	315
1999	Hickory Hill Dr	Wirtz Ave	Twelfth Ave	\$31,118.15	1200
1999	Elm St	St George St	Irwin Ave	\$19,189.53	740
1999	Reed St	Gray St	Oneida St	\$26,969.07	1040
1999	Reed St	Oneida St	Platten St	\$65,866.76	2540
1999	Newberry Ave	Bader St	Danz Ave	\$13,873.51	535
1999	Danz Ave	Newberry Ave	Deckner Ave	\$33,192.70	1280
1999	Deer Trail	Danz Ave	Berwyn Ave	\$8,298.17	320
1999	Erie Rd	Finger Rd	Friars Path	\$25,542.82	985
2000	Porlier St	Baird St	Goodell St	\$28,648.19	805
2000	Avon Ct	Sunrise Ct	Cul-De-Sac North	\$9,964.59	280
2000	Delray Dr	Laredo Ln	Trojan Dr	\$8,896.95	250
2000	Trojan Dr	Hobart Dr	Sorrento Dr	\$26,334.98	740
2000	Bond St	Vroman St	Northern Ave	\$38,612.78	1085
2000	Christiana St	Perkins Ave	Badger Ln	\$11,032.22	310
2000	Vernon Ct	Florence Ave	Cul-De-Sac West	\$13,345.43	375
2000	Walls St	Liberty St	Biemeret St	\$28,826.13	810
2000	Franks St	Liberty St	Biemeret St	\$28,826.13	810



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2000	John St	Crooks St	E Mason St	\$39,858.35	1120
2000	Deleers St	Melon Ave	Newberry Ave	\$22,989.73	646
2000	Chicago Ct	Schwartz St	Cul-De-Sac East	\$8,541.08	240
2000	Nicolet Ave	Hickory Hill Dr	Eighth St	\$29,182.01	820
2000	Raleigh St	Oneida St	Frank St	\$54,805.23	1540
2000	Laverne Dr	Humboldt Rd	155' S/O Colleen Dr	\$28,114.37	790
2000	Laverne Dr	Humboldt Rd	Albert Dr	\$24,911.47	700
2000	Van Caster Dr	Concordia Dr	Brook Park Dr	\$36,655.45	1030
2000	Bascom Way	Humboldt Rd	St Gregory Dr	\$17,793.91	500
2000	Oak St	Howard St	Shawano Ave	\$26,690.86	750
2000	Oak St	Lake St	RR N/O Western Ave	\$18,861.54	530
2000	Saratoga Way	St Jude St	Saratoga St	\$12,099.86	340
2000	St Jude St	Saratoga Way	Bond St	\$24,911.47	700
2000	Debra Ln	Bellevue St	Abrams St	\$54,271.41	1525
2000	Van Buren St	Cass St	580' N/O Porlier St	\$18,043.02	507
2000	Van Buren St	Porlier St	Eliza St	\$19,217.42	540
2000	Fern Ln	Bader St	St Bernard Dr	\$12,277.80	345
2000	Grove St	Cedar St	Elm St	\$14,235.13	400
2001	Ashland Ave	Lombardi Ave	Third St	\$340,650.09	6135
2001	Main St	Lime Kiln Rd	Bader St	\$117,714.46	2120
2001	Washington St	Walnut St	Adams St	\$136,037.93	2450
2001	Broadway	Lombardi Ave	Potts Ave	\$53,292.79	1650
2001	Plymouth Ln	Fisk St	Cul-De-Sac West	\$19,702.18	610
2001	Capitol Dr	Fisk St	Beacon Ln	\$32,298.66	1000
2001	Boland Rd	Murphy Dr	Cul-De-Sac W/O Steven St	\$34,882.55	1080
2001	Nancy Ave	Murphy Dr	Westplain Dr	\$71,380.04	2210
2001	Susan Ln	Steven St	Westplain Dr	\$32,944.63	1020
2001	Birchwood Dr	Argonne Dr	Wiesner St	\$65,727.78	2035
2001	Springdale Ln	Ninth St	West Point Trail	\$15,180.37	470
2001	Nelson St	Ninth St	440' South	\$14,211.41	440
2001	Roscoe St	Spence St	Cul-De-Sac West	\$18,733.22	580
2001	Locust St	Ninth St	Liberty St	\$57,814.60	1790
2001	Waverly Place	Twelfth Ave	Fourteenth Ave	\$25,031.46	775



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2001	Frontage Rd	Liberty St	225' S/O Victory Blvd	\$29,553.28	915
2001	Gross Ave	St Paul St	Ninth St	\$65,566.28	2030
2001	Eastman Ave	Quincy St	Webster Ave	\$39,727.35	1230
2001	Newberry Ave	Danz Ave	400' W/O Swiss Hill Dr	\$102,871.24	3185
2001	Vroman St	Elmore St	Division St	\$26,161.92	810
2001	Norwood Ave	Hubbard St	Dousman St	\$16,149.33	500
2001	Thrush St	Richardson St	Mather St	\$55,230.71	1710
2001	Kellogg St	458' W/O Gray St	Wilson Ave	\$70,927.86	2196
2001	Tenth Ave	Seventh St	Eighth St	\$14,857.38	460
2001	Delray Dr	Trojan Dr	San Lorenz Dr	\$38,435.41	1190
2002	Irwin Ave	Eastman Ave	East Shore Dr	\$156,169.79	4420
2002	Webster Ave	Walnut St	Chicago St	\$70,665.07	2000
2002	Adler Way	Westplain Dr	Manchester Dr	\$19,265.58	450
2002	Manchester Dr	Parkland Way	Adler Way	\$50,946.77	1190
2002	Gary Ln	Taylor St	Cul-De-Sac E/O Fellows Dr	\$55,656.13	1300
2002	Beaver Dam Dr	Chantel St	155' E/O Wentworth St	\$16,054.65	375
2002	Michaline Dr	Seventh St	Chantel St	\$51,374.89	1200
2002	Carroll Ave	Raleigh Ct	Shadow Ln	\$36,390.55	850
2002	Thorndale Ct	Carroll Ave	Cul-De-Sac East	\$7,706.23	180
2002	Spence St	Kenwood St	Shadow Ln	\$24,403.07	570
2002	Madison St	Porlier St	Eliza St	\$23,118.70	540
2002	Grignon St	Van Buren St	Webster Ave	\$17,553.09	410
2002	Abrams St	Amy St	Debra Ln	\$81,771.70	1910
2002	Jean St	Schoen St	Clayton Pl	\$25,687.45	600
2002	Melon Ave	Henry St	Huth St	\$42,812.41	1000
2002	Hillside Ln	Edgewood Dr	Menlo Park Rd	\$82,627.95	1930
2002	Menlo Park Rd	Newberry Ave	Finger Rd	\$107,887.27	2520
2002	Sherry Ln	Menlo Park Rd	Alpine Dr	\$35,962.42	840
2002	Emmalane Dr	Mahon Ct	460' E/O Enderby Ln	\$30,824.93	720
2002	Fourteenth Ave	Hickory Hill Dr	Ninth St	\$59,295.19	1385
2002	Tilkens St	Oneida St	Tommark St	\$65,074.86	1520
2002	Platten St	Shawano Ave	RR S/O San Jose Pl	\$42,384.29	990
2002	Lake St	Oak St	360' W/O Oak St	\$15,412.47	360



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2002	Fifteenth Ave	Western Ave	Clinton St	\$35,962.42	840
2002	Richardson St	Winford Ave	Thrush St	\$101,037.29	2360
2002	Lark St	Thomas St	Velp Ave	\$25,687.45	600
2002	Tenth Ave	W Mason St	Fifth St	\$41,528.04	970
2002	Greenwood Ave	Fifth St	Sixth St	\$12,415.60	290
2002	Greenwood Ave	Dousman St	Division St	\$14,556.22	340
2002	O'Brien St	Shawano Ave	Reed St	\$17,981.21	420
2003	Basten St	Maccaux Dr	Ruth St	\$39,528.11	880
2003	Bodart St	Monroe Ave	Jackson St	\$36,833.01	820
2003	Conover Dr	Parkland Way	Nancy Ave	\$23,806.70	530
2003	Crest Ln	Pinehurst Ave	Edgewood Dr	\$51,656.06	1150
2003	Edison St	Schwartz St	Schoen St	\$40,651.07	905
2003	Eliza St	100' W/O Madison St	Monroe Ave	\$22,908.34	510
2003	Emilie St	205' W/O Monroe Ave	Webster Ave	\$82,874.28	1845
2003	Gatewood St	Biemeret St	Liberty St	\$36,383.83	810
2003	Jackson St	Chicago St	Cul-De-Sac South	\$19,314.87	430
2003	Josephine Circle	St Ann Dr	St Ann Dr	\$41,774.03	930
2003	Juniper Dr	Bellevue St	Abrams St	\$68,500.42	1525
2003	Lilac Ln	Schoen St	Clayton Pl	\$38,180.56	850
2003	Lore Ln	Oneida St	Maryhill Dr	\$69,174.20	1540
2003	Mc Kenzie Ln	Brook Park Dr	Concordia Ln	\$46,490.45	1035
2003	Newberry Ave	Henry St	Bader St	\$95,226.82	2120
2003	Newtols St	Farlin Ave	Harold St	\$24,255.89	540
2003	Norwood Ave	Fifth St	South End	\$9,432.85	210
2003	Red Oak Dr	Acorn Dr	Oak Leaf Dr	\$16,619.78	370
2003	Rose Ln	Deckner Ave	Joan Ave	\$41,324.85	920
2003	Russell St	Seventh St	Sherry Ln	\$18,865.69	420
2003	Wiesner St	Biemeret St	Kennedy Dr	\$61,987.27	1380
2004	Carriage Ct	Wiesner St	West End	\$19,585.21	560
2004	Debra Ln	615' E/O Abrams St	Lime Kiln Rd	\$72,919.92	2085
2004	Ernst Dr	Shirley St	Ridge Rd	\$76,941.89	2200
2004	He-Nis-Ra Ln	Packerland Dr	South Point Rd	\$96,876.83	2770
2004	Laredo Ln	Delray Dr	Eldora Ln	\$35,673.06	1020



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2004	Laura St	Debra Ln	South End	\$5,770.64	165
2004	Mary Queen Rd	317' W/O Wayfarer Way	St Bernard Dr	\$34,973.58	1000
2004	Nicolet Ave	Sixth St	Hickory Hill Dr	\$14,339.17	410
2004	Oneida St	Dousman St	Division St	\$13,115.09	375
2004	Richardline Ct	Michaline Dr	Cul-De-Sac North	\$9,442.87	270
2004	Rockdale St	Gross Ave	556' E/O Oneida St	\$52,110.64	1490
2004	Rosaline Ln	727' S/O Langlade Ave	Biemeret St	\$11,296.47	323
2004	Siegler St	Shawano Ave	Badger St	\$26,579.92	760
2004	St Bernard Dr	Hillside Ln	165' S/O Fern Ln	\$38,645.81	1105
2004	St Paul St	Fourteenth Ave	Marquette Ave	\$54,558.79	1560
2004	Sue Ln	Biemeret St	Liberty St	\$28,503.47	815
2004	Van Deuren St	LaPlant St	Newtols St	\$19,934.94	570
2004	Wayfarer Way	Hillside Ln	Erma Dr	\$10,142.34	290
2004	Western Ave	Fisk St	Beacon Ln	\$34,973.58	1000
2004	Westfield Ave	Murphy Dr	Steven St	\$45,815.40	1310
2004	Lime Kiln Rd	E Mason St	165' S/O Debra Ln	\$85,685.28	2450
2004	Shelter Creek Ln	West Muirwood Dr	1250' E/O Muirwood Ln	\$37,491.99	1630
2004	Muirwood Ln	Shelter Creek Ln	150' S/O Parkwood Dr	\$4,140.22	180
2004	W & N Muirwood Dr	Shelter Creek Ln	195' W/O Muirwood Ln	\$13,915.74	605
2004	Eastbreeze Ln	160' E/O Leah Ln	Welland Ave	\$21,851.16	950
2004	Leah Ln	135' N/O Eastbreeze Ln	Beth Dr	\$8,395.44	365
2004	McAuliffe Heights Trail	Eastbreeze Ln	Beth Dr	\$12,650.67	550
2004	Demi Lane	Eastbreeze Ln	Beth Dr	\$13,800.73	600
2004	McAuliffe Heights Trail	Beth Dr	Sitka St	\$16,560.88	720
2004	Morningwoods Court	McAuliffe Heights Trail	Cul-de-sac east	\$9,430.50	410
2004	Beth Drive	140' W/O Leah Lane	Welland Ave	\$25,991.38	1130
2004	Highland Park Ave	Mills St	Morrow St	\$24,151.28	1050
2004	Davies Ave	135' Carrera Ct	130' W/O Durham Rd	\$11,385.60	495
2005	Cedarview Ct	Cornelius Dr	Cul-De-Sac South	\$26,551.57	670
2005	Cornelius Ct	Cornelius Dr	360' West	\$14,266.51	360
2005	Cornelius Dr	Humboldt Rd	145' N/O Cedarview Ct	\$80,645.43	2035
2005	St Gregory Dr	Cornelius Dr	165' E/O Regent Ln	\$58,651.22	1480
2005	Mossy Oak Circle	Laverne Dr	Cul-De-Sac West	\$17,833.14	450



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2005	Beth Drive	Zelas Dr	Challenger Dr	\$37,647.74	950
2005	Creek Dr	Superior Rd	Zelas Dr	\$12,483.20	315
2005	Jauquet Dr	Zelas Dr	155' E/O Robert Ln	\$31,108.92	785
2005	Larry Ln	Beth Dr	Jauquet Dr	\$42,403.25	1070
2005	Zelas Dr	Gilbert Dr	Jauquet Dr	\$55,480.88	1400
2005	Edelweiss Dr	Little Edelweiss Dr	Sherry Ln	\$56,471.61	1425
2005	Little Edelweiss Dr	Edelweiss Dr	Tyrolian Dr	\$15,455.39	390
2005	Malcore Dr	Alpine Dr	Tyrolian Dr	\$28,334.88	715
2005	Spence St	Liberty St	Kenwood St	\$22,588.65	570
2005	Eleventh Ave	Third St	Fifth St	\$24,966.40	630
2005	Tenth Ave	Clinton St	W Mason St	\$51,121.67	1290
2005	Bellevue St	Lilac Ln	Elkay Ln	\$48,347.63	1220
2005	Hemlock Ct	Hemlock Dr	Cul-De-Sac South	\$7,925.84	200
2005	Hemlock Dr	Manitowoc Rd	Edgewood Dr	\$32,495.95	820
2005	Edgewood Dr	Sun Terrace	Hemlock Dr	\$142,665.13	3600
2005	Van Beek Rd	Manitowoc Rd	Hampton Ave	\$26,155.27	660
2005	Chicago St	Hartung St	John St	\$17,238.70	435
2005	Cass St	Baird St	Goodell St	\$32,495.95	820
2005	Goodell St	E Mason St	Cass St	\$21,003.48	530
2005	Tenth Ave	Langlade Ave	Lombardi Ave	\$105,413.68	2660
2005	Schubert Place	165' E/O East Sonata Dr	Symphony Heights	\$2,542.77	260
2005	Symphony Heights	Concerto Ln	Schubert Place	\$8,606.29	880
2005	Concerto Ln	270' E/O East Sonata Dr	Symphony Heights	\$6,454.72	660
2005	Collegiate Way	Spartan Rd	Wolverine Trail	\$15,647.81	1600
2005	Scholar Dr	Stanford Dr	Collegiate Way	\$5,867.93	600
2005	Stanford Dr	Spartan Rd	Wolverine Trail	\$7,970.60	815
2005	Wolverine Ct	Stanford Dr	Cul-De-Sac South	\$4,498.74	460
2005	Wolverine Trail	Stanford Dr	Wildcat Trail	\$20,048.75	2050
2005	Inspiration Ave	Wildcat Trail	Wolverine Trail	\$11,344.66	1160
2005	Wildcat Trail	Inspiration Ave	Wolverine Trail	\$14,180.82	1450
2005	Hoosier Way	Wildcat Trail	Wolverine Trail	\$9,095.29	930
2005	Panther Ct	Hoosier Way	Cul-De-Sac North	\$2,933.96	300
2005	Ontario Rd	165' N/O Beth Dr	160' N/O Windland Dr	\$5,770.13	590



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2005	Beth Drive	660' W/O Ontario Rd	180' W/O Leah Ln	\$8,117.30	830
2005	Windland Dr	Welland Ave	Huron Rd	\$13,007.24	1330
2005	Welland Ave	Beth Dr	Finger Rd	\$19,217.46	1965
2005	Tobermory Dr	150' W/O Welland Ave	Welland Ave	\$1,466.98	150
2005	Sage Dr	140' W/O Majestic Heights Dr	Cul-De-Sac West	\$4,743.24	485
2005	Shawano Ave	Oneida St	Oakland Ave	\$44,009.45	4500
2006	Calvin Ct	Calvin Dr	Cul-De-Sac South	\$11,441.90	285
2006	Colonial Ave	Hickory Hill Dr	Ninth St	\$55,402.90	1380
2006	Columbia Ave	Kellogg St	Elmore St	\$35,730.85	890
2006	Debra Ln	Bellevue St	615' E/O Abrams St	\$85,914.64	2140
2006	Deney's Place	Platten St	Locust St	\$15,255.87	380
2006	Eastman Ave	Danz Ave	695' East	\$27,902.18	695
2006	Eighth St	Colonial Ave	East End	\$5,821.32	145
2006	Eleventh Ave	Seventh St	Ninth St	\$41,150.70	1025
2006	Henry St	200' N/O University Ave	Preble Ave	\$7,627.94	190
2006	Hillside Ln	Bader St	140' E/O Pinehurst Ave	\$88,323.46	2200
2006	Jefferson St	Cul-De-Sac N/O Cass St	Cass St	\$13,248.52	330
2006	Joan Ave	Deckner Ave	Cul-De-Sac S/O Rose Ln	\$27,099.24	675
2006	Kenwood St	Carroll Ave	Cul-De-Sac East	\$7,025.73	175
2006	Lark St	Mather St	Richardson St	\$69,052.89	1720
2006	Minahan St	Buchanan St	Park St	\$83,305.08	2075
2006	Neal Ct	Jean St	Clayton Pl	\$33,322.03	830
2006	Pinehurst Ave	Crest Ln	Finger Rd	\$16,460.28	410
2006	Raleigh Ct	Carroll Ave	Cul-De-Sac East	\$7,025.73	175
2006	Richmond St	Bader St	West End	\$9,233.82	230
2006	Roy Ave	Elmore St	Mather St	\$31,716.15	790
2006	Schoen St	August St	Amy St	\$18,066.16	450
2006	Sunnycrest St	Sunrise Ct	Finger Rd	\$37,136.00	925
2006	Thomas St	Locust St	Moraine Way	\$55,001.43	1370
2006	Thomas St	Royal Blvd	Thrush St	\$12,044.11	300
2006	Turek St	University Ave	Preble Ave	\$28,504.39	710
2006	Wiesner St	Ninth St	Biemeret St	\$63,432.30	1580
2007	Christiana St	Regan St	140' East	\$7,954.98	140



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2007	Bentwood Dr	Burns Ave	Cul-De-Sac North	\$31,819.92	560
2007	Whippoorwill Dr	Canary Ln	South Point Rd	\$63,639.84	1120
2007	Janice Ave	Florence Ave	Ninth St	\$85,800.14	1510
2007	Taylor St	Ninth St	Cul-De-Sac South	\$52,559.69	925
2007	Nelson St	440' S/O Ninth St	Biemeret St	\$92,618.70	1630
2007	Shadow Ln	Carroll Ave	Cul-De-Sac South	\$10,227.83	180
2007	Redwood Dr	Mason St	300' North	\$17,046.39	300
2007	Northern Ave	Elmore St	Bond St	\$21,023.88	370
2007	Holzer St	Columbia Ave	Gray St	\$42,047.75	740
2007	Chicago St	Adams St	202' W/O Jefferson St	\$11,818.83	208
2007	Chicago St	Roosevelt St	Irwin Ave	\$46,593.45	820
2007	Pinehurst Ave	Crest Ln	Finger Rd	\$23,296.73	410
2007	Pinehurst Circle	Pinehurst Ave	Cul-De-Sac East	\$19,887.45	350
2007	Sunrise Circle	Sunrise Ct	Cul-De-Sac North	\$13,068.90	230
2007	Sunrise Ct	170' E/O Pinehurst Ave	Crest Ln	\$60,798.78	1070
2007	Crest Ln	Edgewood Dr	Harvest Rd	\$32,388.13	570
2007	Harvest Rd	Hillside Ln	360' N/O Sherry Ln	\$69,321.97	1220
2007	Hampton Ave	Pecan St	Hemlock Dr	\$84,095.50	1480
2007	Grognet St	Harold St	Eastman Ave	\$17,614.60	310
2007	Fairway Ln	Golf Dr	Finger Rd	\$22,728.51	400
2007	Golf Dr	145' W/O Fairway Ln	Erie Rd	\$59,378.24	1045
2007	Tyrolian Dr	165' N/O Little Edelweiss Dr	Sherry Ln	\$91,766.38	1615
2007	Alpine Dr	Willow Creek Parkway	130' N/O Teresa Dr	\$11,114.92	690
2007	Willow Creek Parkway	Alpine Dr	205' N/O Teresa Dr	\$15,383.69	955
2007	Avalanche Ln	Welland Ave	Meadow Wind Dr	\$10,470.58	650
2007	Dreamer Ln	Meadow Wind Dr	Huron Rd	\$10,631.66	660
2007	Earnhardt Ct	Dreamer Ln	Cul-De-Sac North	\$2,416.29	150
2007	Meadow Wind Dr	630' S/O Eastway Dr	Windland Dr	\$13,692.29	850
2007	Terrace Lake Ct	395' N/O Avalanche Ln	Avalanche Ln	\$6,362.89	395
2007	Terrace Lake Ln	Avalanche Ln	Windland Dr	\$9,504.06	590
2007	Highland View Ln	165' E/O Northway Dr	Valley Wood Ln	\$2,657.92	165
2007	Valley Wood Ln	Hickory Ridge Ln	Highland View Ln	\$4,832.57	300
2007	Hickory Ridge Ln	150' E/O Parkland Ridge Ln	Valley Wood Ln	\$10,067.86	625



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2007	Hickory Ridge Ct	West Twin Pines Ct	Hickory Ridge Ln	\$5,154.74	320
2007	East Twin Pines Ct	Hickory Ridge Ln	Cul-De-Sac East	\$2,899.54	180
2007	West Twin Pines Ct	Hickory Ridge Ln	Cul-De-Sac West	\$4,510.40	280
2007	Charity Ln	Star Creek Ln	Sitka St	\$21,907.67	1360
2007	Crosswinds Ln	Celine Way	Sitka St	\$15,303.15	950
2007	Sitka St	Huron Rd	190' E/O Crosswinds Ln	\$21,424.41	1330
2007	Heaven Dr	Charity Ln	Crosswinds Ln	\$14,980.98	930
2007	Bushwood Ln	Charity Ln	Crosswinds Ln	\$13,531.21	840
2007	Dandy Way	Crosswinds Ln	180' E/O Crosswinds Ln	\$2,899.54	180
2007	Celine Way	Charity Ln	Crosswinds Ln	\$8,054.29	500
2007	Star Creek Ln	Huron Rd	Charity Ln	\$3,704.97	230
2007	Star Creek Ct	Huron Rd	Cul-De-Sac West	\$7,409.95	460
2007	Whittier Ct	Cul-De-Sac W/O Langdon St	Huron Rd	\$17,719.44	1100
2007	Abigail Ct	Whittier Dr	Cul-De-Sac South	\$2,094.12	130
2007	Noble Ct	Whittier Dr	Cul-De-Sac South	\$3,704.97	230
2007	Noble St	Whittier Dr	Langdon St	\$5,154.74	320
2007	Langdon St	Whittier Ct	Noble St	\$11,920.35	740
2007	McKenzie Ln	Valley Creek Dr	Brook Park Dr	\$17,558.35	1090
2007	Valley Creek Dr	McKenzie Ln	445' E/O McKenzie Ln	\$7,248.86	450
2007	Fagerville Way	140' E/O Durham Rd	245' W/O Yorkshire Rd	\$16,591.83	1030
2007	Blackwolf Run	155' E/O Durham Rd	Sussex Rd	\$26,659.70	1655
2007	Troon Dr	160' N/O Baywatch Dr	Blackwolf Run	\$2,577.37	160
2007	Spyglass Hill Dr	155' E/O Durham Rd	200' E/O Sussex Rd	\$30,203.58	1875
2007	Glen Abbey Dr	155' E/O Durham Rd	Sussex Rd	\$26,820.78	1665
2007	Winterberry Ct	295' W/O Packerland Dr	West Red Fern Ln	\$4,590.94	285
2007	West Red Fern Ln	Red Fern Ln	Winterberry Ln	\$7,248.86	450
2007	Red Fern Ln	440' W/O Packerland Dr	West Red Fern Ln	\$3,221.72	200
2007	Springcrest Place	Parkwood Dr	Red Fern Ln	\$10,309.49	640
2007	Meadowcrest Dr	Springcrest Place	120' E/O Woodcrest Dr	\$4,832.57	300
2007	Quinn Oaks Way	165' E/O Red Fox Dr	Red Fox Dr	\$2,657.92	165
2007	Caribou Run	165' E/O Red Fox Dr	Red Fox Dr	\$2,657.92	165
2007	Hornsby Way	Red Fox Dr	165' W/O Red Fox Dr	\$2,657.92	165
2007	Hannah St	San Jose Place	Platten St	\$19,733.01	1225



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2008	Robison Ave	Hampton Ave	Edgewood Dr	\$104,573.27	1200
2008	Pecan St	Manitowoc Rd	Edgewood Dr	\$160,345.68	1840
2008	Hampton Ave	Van Beek Rd	Pecan St	\$57,515.30	660
2008	Van Beek Rd	Hampton Ave	Aphrodite Rd	\$267,533.28	3070
2008	Crooks St	Bellevue St	Irene St	\$112,416.26	1290
2008	Chicago St	Bellevue St	George St	\$34,857.76	400
2008	Cass St	Bellevue St	175' E/O Mason St	\$117,644.93	1350
2008	George St	Cass St	Louise St	\$26,143.32	300
2008	Laverne Dr	Albert Dr	Mt Mary Dr	\$190,846.22	2190
2008	Blesch Pl	Francis Ave	Antoinette St	\$21,786.10	250
2008	Francis Ave	Hubbard St	Blesch Pl	\$24,400.43	280
2008	Murphy Dr	Nancy Ave	Boland Rd	\$94,115.94	1080
2008	Murphy Ct	Murphy Dr	Cul-De-Sac West	\$24,400.43	280
2008	Leo St	750' W/O Fisk St	1080' W/O Fisk St	\$28,757.65	330
2008	Christiana St	Randall Ct	Perkins Ave	\$26,143.32	300
2008	Randall Ct	Christiana St	Cul-De-Sac South	\$57,515.30	660
2008	Wentworth St	Beaver Dam Dr	Seventh St	\$75,815.62	870
2008	Langlade Ave	Ridge Rd	Briquelet st	\$30,064.82	345
2008	Wirtz Ave	Ninth St	Langlade Ave	\$54,029.52	620
2008	School Pl	Twelfth Ave	Thirteenth Ave	\$27,014.76	310
2008	Western Ave	Oneida St	Fisk St	\$338,120.24	3880
2008	Treeland Dr	Oakwood Dr	370' N/O Ironwood Dr	\$11,500.81	670
2008	Knotty Pine Way	Treeland Dr	150' W/O Treeland Dr	\$2,574.81	150
2008	Arcadia Bluff Dr	Ballybunion Ln	200' E/O Sussex Rd	\$9,612.62	560
2008	Ballybunion Ln	Bay Harbor Dr	Glen Oaks Pass	\$18,881.93	1100
2008	Barina Creek Dr	165' E/O Durham Rd	Bay Harbor Dr	\$4,720.48	275
2008	Glen Oaks Pass	Bay Harbor Dr	Ballybunion Ln	\$22,315.01	1300
2008	Grand Cypress Ln	Bay Harbor Dr	Glen Oaks Pass	\$15,792.16	920
2008	Tidewater Dr	Sussex Rd	275' East	\$3,604.73	210
2008	Bay Harbor Dr	Glen Oaks Pass	200' E/O Sussex Rd	\$35,017.40	2040
2008	Baywatch Dr	Sussex Rd	185' East	\$3,175.60	185
2008	Maricque Dr	Sussex Rd	185' East	\$3,175.60	185
2008	Classic Dr	490' N/O Davies Ave	Cottage Hill Dr	\$5,492.93	320



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2008	Cottage Hill Dr	Classic Dr	250' W/O Durham Rd	\$19,396.90	1130
2008	Travertine Ct	Cottage Hill Dr	240' North	\$4,119.69	240
2008	Baywater Ave	Cottage Hill Dr	250' North	\$4,291.35	250
2008	Paula St	Kathy Dr	140' E/O Durham Rd	\$25,404.78	1480
2008	Durham Rd	165' N/O Wiggins Way	160' N/O Paula St	\$5,750.41	335
2008	Indigo Bluff Ct	N Huron Rd	Cul-De-Sac W/O Blue Sky Circle	\$11,500.81	670
2008	Blue Sky Circle	Indigo Bluff Ct	Cul-De-Sac North	\$12,359.08	720
2008	Conservacy Court E	175' N/O Golf Dr	Cul-De-Sac North	\$2,145.67	125
2008	Conservacy Court W	200' N/O Golf Dr	Cul-De-Sac North	\$6,866.16	400
2008	Harvest Rd	Edgewood Dr	175' N/O Hillside Ln	\$12,101.60	705
2009	Beech Tree Ct	Beech Tree Dr	Cul-De-Sac East	\$10,873.64	150
2009	Beech Tree Dr	Ninth St	West Point Terrace	\$57,267.85	790
2009	Canary Ln	He-Nis-Ra Ln	Whippoorwill Dr	\$31,171.11	430
2009	Valorane Blvd	He-Nis-Ra Ln	Oakwood Dr	\$51,468.57	710
2009	Strawberry Ln	Oakwood Dr	Mulberry Ln	\$115,260.60	1590
2009	Careful Ct	Kennedy Dr	Cul-De-Sac South	\$23,197.10	320
2009	Kennedy Dr	Arnold Dr	230' W/O Careful Ct	\$26,096.74	360
2009	Arnold Dr	Biemeret St	Kennedy Dr	\$105,111.87	1450
2009	Appian Way	Deckner Ave	Cliffview Dr	\$111,636.06	1540
2009	Mt Mary Circle	St Anthony Dr	North End	\$59,442.58	820
2009	St Anthony Dr	200' E/O University Ave	200' E/O Mt Mary Dr	\$99,675.05	1375
2009	Chestnut Ave	Dousman St	Elmore St	\$82,639.68	1140
2009	Clay St	Grignon St	South City Limits	\$19,572.56	270
2009	Cass St	Roosevelt St	Irwin Ave	\$59,442.58	820
2009	Schoen St	Main St	E Mason St	\$82,639.68	1140
2009	Fern Ln	Wayfarer Way	Bader St	\$75,028.13	1035
2009	Wesley Ave	Jamesford Ave	Hillside Ln	\$63,792.03	880
2009	Lost Ridge Ct	Remington Rd	Cul-De-Sac North	\$5,360.13	300
2009	Remington Rd	75' W/O Lost Ridge Ct	140' W/O Majestic Heights Dr	\$16,527.06	925
2009	Sylvester Way	195' W/O Edmund Dr	Edmund Dr	\$3,484.08	195
2009	Aldine Ct	Watercrest Dr	Cul-De-Sac North	\$6,253.48	350
2009	Watercrest Dr	N Huron Rd	Barronwood Dr	\$7,146.84	400
2009	Barronwood Drive	Satellite Ln	Watercrest dr	\$8,218.86	460



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2009	Satellite Ln	Barronwood Dr	Spartan Rd	\$15,901.71	890
2009	Dolomite Dr	N Huron Rd	Breccia Way	\$14,293.67	800
2009	Greenstone Ct	Dolomite Dr	Cul-De-Sac South	\$9,112.22	510
2009	Breccia Way	Dolomite Dr	Cul-De-Sac South	\$3,752.09	210
2009	Blue Sky Circle	Indigo Bluff Ct	Cul-De-Sac North	\$12,864.30	720
2009	Indigo Bluff Ct	N Huron Rd	Cul-De-Sac W/O Blue Sky Circle	\$11,970.95	670
2009	Ontario Rd	Sitka St	90' N/O Beth Dr	\$13,668.32	765
2010	Abrams St	Main St	Crooks St	\$44,334.37	530
2010	Birch St	Stony Brook Ln	135' W/O Sunny Ln	\$33,459.91	400
2010	Chicago St	Irwin Ave	Goodell St	\$133,003.12	1590
2010	Colt Ct	Deer Trail	Cul-De-Sac South	\$15,056.96	180
2010	Coral Ct	Langlade Ave	Rockdale St	\$20,912.44	250
2010	Deer Trail	Berwyn Ave	Winchester Way	\$84,486.26	1010
2010	Delwood Dr	Delwiche Rd	Menlo Park Rd	\$27,604.42	330
2010	Emilie St	Monroe Ave	Jackson St	\$68,592.81	820
2010	Everbreeze Rd	Woodridge Ln	Zak Ln	\$46,843.87	560
2010	Greenwood Ave	Cul-De-Sac N/O Third St	Third St	\$19,239.45	230
2010	Gross Ave	Ninth St	Langlade Ave	\$51,862.85	620
2010	Harold St	Barker St	Henry St	\$54,372.35	650
2010	Mitchell St	Spruce St	Birch St	\$60,646.08	725
2010	Neville Ave	Mather St	Richardson St	\$143,877.59	1720
2010	Remington Rd	Savage St	320' East	\$26,767.92	320
2010	Rockdale St	Coral Ct	Gross Ave	\$35,132.90	420
2010	Roscoe St	Fourteenth Ave	Gross Ave	\$61,064.33	730
2010	Savage St	Deer Trail	Remington Rd	\$42,661.38	510
2010	St Christopher Ct	He-Nis-Ra Ln	Cul-De-Sac North	\$15,056.96	180
2010	Starlite Ln	Danz Ave	Maccaux Dr	\$46,007.37	550
2010	Stony Brook Ln	Spruce St	Birch St	\$46,843.87	560
2010	Sunny Ln	Spruce St	Birch St	\$46,843.87	560
2010	Van Laanen Rd	Nicolet Dr	East City Limits	\$101,216.21	1210
2010	Vroman St	Elmore St	Mather St	\$66,083.31	790
2010	Winchester Way	Deckner Ave	Deer Trail	\$32,623.41	390
2010	Woodridge Ln	Packerland Dr	Everbreeze Rd	\$25,094.93	300



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2011	Bond St	Northern Ave	Gray St	\$73,808.54	910
2011	Coppens Rd	Gallagher Ave	Cul-De-Sac East	\$23,521.40	290
2011	Moraine Way	Moraine Terrace	Thomas St	\$120,851.34	1490
2011	Trojan Dr	Eldora Ln	Packerland Dr	\$42,176.31	520
2011	Trojan Dr	Packerland Dr	1080' W/O Packerland Dr	\$87,596.95	1080
2011	Eleventh Ave	Liberty St	Lombardi Ave	\$107,874.02	1330
2011	Briquelet St	Langlade Ave	Biemeret St	\$48,664.97	600
2011	Frank St	Thorndale St	Shadow Ln	\$23,521.40	290
2011	Shadow Ln	Oneida St	Frank St	\$124,906.76	1540
2011	Edward Dr	Pamela Dr	Sherry Ln	\$107,062.94	1320
2011	Edward Dr	Sherry Ln	277' South	\$22,466.99	277
2011	Pamela Dr	Edward Dr	East End	\$22,710.32	280
2011	Pinehurst Ave	Hillside Ln	Sunrise Ct	\$63,264.46	780
2011	Jamesford Ave	Skyline Blvde W	Skyline Blvd E	\$10,544.08	130
2011	Skyline Blvd E	Jamesford Ave	Birch Ln	\$45,420.64	560
2011	Birch Ln	Hillside Ln	Bretcoe Dr	\$54,342.55	670
2011	Spinnaker Ln	Basten St	Van Deuren St	\$68,942.04	850
2011	Newtols St	Van Deuren St	University Ave	\$26,765.73	330
2011	Harvey St	Quincy St	Jackson St	\$33,254.40	410
2011	Eastman Ave	Baird St	Elizabeth St	\$113,551.60	1400
2011	Eastman Ave	Elizabeth St	Henry St	\$103,007.52	1270
2011	Kimball St	Hartung St	Irene St	\$178,438.23	2200
2011	Bader St	Manitowoc Rd	Imperial Ln	\$35,687.65	440
2011	Elkay Ln	Bellevue St	Irene St	\$55,153.63	680
2012	Peterson Rd	Nicolet Dr	Kathy Dr	\$86,402.97	1150
2012	Davies Ave	Nicolet Dr	136' E/O Shorewood Terrace	\$38,768.64	516
2012	Gilbert Dr	Superior Rd	155' E/O Robert Ln	\$97,297.26	1295
2012	Cliffview Dr	Alpine Dr	Cul-De-Sac N/O Appian Way	\$75,133.02	1000
2012	Glacier Dr	Innsbruck Ct	Cliffview Dr	\$22,539.91	300
2012	Michelle Dr	Cliffview Dr	265' South	\$19,910.25	265
2012	Baird Creek Rd	Humboldt Rd	387' South	\$29,076.48	387
2012	Elizabeth St	Preble Ave	Eastman St	\$104,434.90	1390
2012	Preble Ave	Elizabeth St	750' East	\$56,349.76	750



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2012	Lawrence St	University Ave	South End	\$43,577.15	580
2012	Cass St	John St	Bellevue St	\$34,561.19	460
2012	Charles St	Hartung St	Bellevue St	\$67,619.72	900
2012	Morgan Ln	Hampton Ave	Edgewood Dr	\$72,127.70	960
2012	Pecan St	Main St	Manitowoc Rd	\$93,916.27	1250
2012	Norwood Ave	Victory Blvd	Lombardi Ave	\$49,587.79	660
2012	Birchwood Dr	Arnold Dr	Argonne Dr	\$55,598.43	740
2012	Oak Ridge Dr	Langlade Ave	Biemeret St	\$78,889.67	1050
2012	Biemeret St	Military Ave	Wiesner St	\$160,033.33	2130
2012	Meacham St	Hickory Hill Dr	Ninth St	\$104,434.90	1390
2012	Bellevue St	Cass St	Lilac Ln	\$266,691.04	2000
2013	Pearl St	Walnut St	Hubbard St	\$67,284.80	670
2013	Seminole Ln	Sequoia Ln	Sumac Pl	\$38,161.53	380
2013	Sumac Pl	Sumac Dr	Seminole Ln	\$33,140.28	330
2013	Shannon St	620' N/O Biemeret St	Cul-De-Sac North	\$19,582.89	195
2013	Traeger St	620' N/O Biemeret St	Cul-De-Sac North	\$16,068.01	160
2013	Gross Ave	Langlade Ave	Liberty St	\$134,569.60	1340
2013	Gross Ave	Thorndale St	Shadow Ln	\$28,119.02	280
2013	Bond St	Gray St	Wilson Ave	\$177,752.39	1770
2013	Wood Ln	West Point Rd	Hazelwood Ln	\$268,134.96	2670
2013	Ironwood Dr	Knotty Pine Dr	Wood Ln	\$31,131.77	310
2013	Highview Ln	Ernst Dr	Ridge Rd	\$93,395.32	930
2013	Harold St	490' W/O Elizabeth St	Henry St	\$176,748.14	1760
2013	Smith St	Elizabeth St	Henry St	\$127,539.85	1270
2013	Barker St	Smith St	Eastman Ave	\$61,259.30	610
2013	Henry St	Preble Ave	Eastman Ave	\$100,425.08	1000
2013	Concordia Ln	Laverne Dr	Van Caster Ln	\$65,276.30	650
2013	Goodell St	Chicago St	E Mason St	\$53,225.29	530
2013	Hartung St	Deckner Ave	150' S/O Crooks St	\$59,250.80	590
2013	Crooks St	Irene St	Abrams St	\$81,344.31	810
2014	LaCount Rd	W Mason St	West Point Rd	\$204,098.77	2610
2014	Summer Pl	LaCount Rd	Sheperds Path	\$46,137.27	590
2014	Sheperds Path	Summer Pl	Sandia Dr	\$78,198.76	1000



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2014	Baumgart Rd	645' N/O Ramada Ln	West Point Rd	\$82,499.70	1055
2014	Ramada Ln	Baumgart Rd	Brocoin Way	\$27,369.57	350
2014	Brocoin Way	155' N/O Vestco Ct	Ramada Ln	\$50,438.20	645
2014	Vestco Ct	Brocoin Way	155' West	\$12,120.81	155
2014	Forestville Dr	Packerland Dr	He-Nis-Ra Ln	\$78,198.76	1000
2014	Katers Dr	Langlade Ave	Biemeret St	\$82,890.69	1060
2014	Rowe Ln	Pine Terrace	Taylor St	\$67,250.94	860
2014	Carrie Ln	Western Ave	Rowe Ln	\$61,777.02	790
2014	Scott Dr	Western Ave	Rowe Ln	\$61,777.02	790
2014	Walnut St	Baird St	680' East	\$53,175.16	680
2014	Conservacy Ct E	Golf Dr	140' North	\$10,947.83	140
2014	Conservacy Ct W	Golf Dr	215' North	\$16,812.73	215
2014	Golf Dr	Erie Rd	Conservacy Ct E	\$69,596.90	890
2014	Allen Ave	Deckner Ave	South end	\$71,942.86	920
2014	Leslie Dr	Allen Ave	East End	\$51,611.18	660
2014	Sheridan Dr	Leslie Dr	310' South	\$24,241.62	310
2014	Bretcoe Dr	Maryland Ave	Hillside Ln	\$89,928.58	1150
2014	Sandy Ln	Wesley Ave	450' East	\$35,189.44	450
2014	Eileen St	Hampton Ave	Edgewood Dr	\$57,085.10	730
2014	East Shore Circle	East Shore Dr	Cul-De-Sac West	\$45,355.28	580
2015	Kennedy Ct	Kennedy Dr	Cul-De-Sac South	\$15,448.42	190
2015	Kennedy Dr	230' W/O Careful Ct	Wiesner St	\$210,586.31	2590
2015	Van Oss Ct	Kennedy Dr	Cul-De-Sac South	\$13,822.27	170
2015	Division St	Platten St	Fisk St	\$110,578.14	1360
2015	Admiral Ct	Fisk St	Cul-De-Sac East	\$34,149.13	420
2015	Argonne Dr	Ninth St	Biemeret St	\$134,157.30	1650
2015	Argonne Dr	Biemeret St	Kennedy Dr	\$98,382.02	1210
2015	Argonne Dr	Kennedy Dr	Cul-De-Sac South	\$15,448.42	190
2015	Langlade Ave	Briquelet St	Military Ave	\$243,922.37	3000
2015	Mt Carol Dr	St Charles Dr	Mt Mary Dr	\$89,438.20	1100
2015	Mt Mary Dr	Humboldt Rd	Laverne St	\$172,371.81	2120
2015	Mt Mary Dr	Laverne Dr	St Anthony Dr	\$50,410.62	620
2015	St Anthony Dr	230' E/O Mt Mary Dr	Curry Ln	\$175,624.11	2160



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2015	Franz Ave	Main St	West End	\$93,503.58	1150
2016	Delores St	Biemeret St	Liberty St	\$79,478.26	810
2016	Sorrento Dr	Trojan Dr	San Lorenz Dr	\$90,271.61	920
2016	San Lorenz Dr	Hobart Dr	Sorrento Dr	\$76,534.62	780
2016	Caroline St	Oak St	Garfield St	\$78,497.05	800
2016	Rockdale St	Briquelet St	St Agnes Dr	\$264,927.54	2700
2016	Norwood Ave	Eighth St	Victory Blvd	\$312,025.77	3180
2016	Elm St	Baird St	Elizabeth St	\$239,416.00	2440
2016	James St	Broadway	Ashland Ave	\$103,027.38	1050
2016	George St	Chicago St	Kimball St	\$36,304.89	370
2016	Louise St	George St	East End	\$58,872.79	600
2016	Schwartz St	E Mason St	Edison St	\$57,891.57	590
2017	Mennen Ct E	Mennen Ct N	Seventh St	\$36,770.50	430
2017	Mennen Ct N	Mennen Ct E	Mennen Ct W	\$48,742.29	570
2017	Mennen Ct W	Mennen Ct N	Seventh St	\$37,625.63	440
2017	Seventh St	Fisk St	Military Ave	\$105,180.73	1230
2017	Wesfield Ave	Boland Rd	Murphy Dr	\$88,933.30	1040
2017	Nancy Ave	Boland Rd	Murphy Dr	\$62,424.34	730
2017	Shirley St	Ridge Rd	Fisk St	\$91,498.68	1070
2017	Harold St	Henry St	Danz Ave	\$226,608.89	2650
2017	Eastman Ave	Henry St	Danz Ave	\$226,608.89	2650
2017	Farlin Ave	Elizabeth St	Henry St	\$109,456.37	1280
2017	Preble Ave	750' E/O Henry St	Newtols St	\$66,699.97	780
2017	Maccaux Dr	Danz Ave	Basten St	\$86,795.48	1015
2017	Huth St	Oakdale Ave	Hillside Ln	\$69,265.36	810
2018	N Chestnut Ave	Elmore St	Mather St	\$43,704.16	810
2018	Stuart St	S Monroe Ave	S Jackson St	\$44,243.72	820
2018	Stuart St	S Van Buren St	S Baird St	\$175,356.19	3250
2018	Badger Ln	Badger St	Christiana St	\$25,898.76	480
2018	Reserve St	Badger St	Cul-De-Sac North	\$11,330.71	210
2018	Badger St	Perkins Ave	Regan St	\$118,702.65	2200
2018	Perkins Ave	Shawano Ave	234' S/O Badger St	\$28,596.55	530
2018	Emmalane Dr	230' W/O E Enderby Dr	465' E/O E Enderby Dr	\$74,728.72	1385



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2018	E Enderby Ln	450' E/O Enderby Ln	Emmalane Dr	\$18,884.51	350
2018	Emmalane Dr	465' E/O E Enderby Dr	Emmalane Ct	\$18,075.18	335
2018	Emmalane Ct	Emmalane Dr	Cul-De-Sac	\$24,280.09	450
2018	Largo Ridge Dr	Lake Largo Drive	Branigan Way	\$52,337.08	970
2018	Largo Ridge Ct	Branigan Way	Cul-De-Sac	\$30,215.22	560
2018	Bay Mist Dr	Largo Ridge Dr	Termini South	\$14,028.50	260
2018	Branigan Way	Largo Ridge Dr	Termini South	\$19,424.07	360
2019	Buchanan St	Badger St	Shawano Ave	\$70,177.85	700
2019	Delwood Dr	Harvest Rd	Delwiche Rd	\$117,297.26	1170
2019	Farlin Ave	Danz Ave	230' E/O Turek St	\$82,208.34	820
2019	Fiesta Ln	Laura St	Cul-De-Sac East	\$141,358.24	1410
2019	James St	Lincoln St	Ashland Ave	\$128,325.21	1280
2019	Laura St	Debra Ln	Lilac Ln	\$95,241.37	950
2019	Lilac Ln	Irene St	Schoen St	\$209,531.01	2090
2019	Maryland Ave	Skyline Blvd	Bretcoe Dr	\$51,129.58	510
2019	Preble Ave	Turek St	East End	\$43,109.25	430
2019	Redley Ct	Twelfth Ave	Cul-De-Sac West	\$52,132.12	520
2019	Skyline Blvd	Finger Rd	Hillside Ln	\$170,431.92	1700
2019	St James Circle	Laverne Dr	Cul-De-Sac South	\$42,106.71	420
2019	Turek St	Preble Ave	Farlin Ave	\$35,088.92	350
2019	Wirtz Ave	Ninth St	St Paul St	\$203,515.76	2030
2019	Broadway	Dousman St	Mather St	\$195,495.44	1950
2019	N Bedford Rd	Whittier Dr	205' S/O Peppergrass Dr	\$124,315.05	1240
2019	Raccoon Berry Way	N Bedford Rd	185' S/O Indigo Bluff Dr	\$95,241.37	950
2019	Haven Place	Hillcrest Ln	West City Limits	\$192,501.39	2400
2020	Minahan St	Locust St	Platten St	\$23,778.78	265
2020	Syringa Boulevard	Platten St	Lark St	\$99,601.69	1110
2020	Beaver Dam Dr	S. Beaver Dam Dr	Cameron St	\$80,758.13	900
2020	S. Beaver Dam Dr	Beaver Dam Dr	7th St	\$52,044.13	580
2020	Treeland Dr	White Oak Terr	Oakwood Dr	\$33,200.56	370
2020	White Oak Terr	Treeland Dr	Beech Tree Dr	\$70,887.69	790
2020	Beech Tree Dr	Oakwood Dr	Red Oak Dr	\$94,666.47	1055
2020	Fred St	Basten St	Van Deuren St	\$89,731.25	1000



Resurfaced Streets

Year Resurfaced	Street Name	From	To	Cost	Length of Centerline (ft)
2020	Little Swiss Pl	Deckner Ave	Termini South	\$33,200.56	370
2020	Apple Tree Ct	Deckner Ave	Termini North	\$66,401.13	740
2020	Vagabond St	Apple Tree Ct	Deckner Ave	\$70,887.69	790
2020	John St	Charles St	Cass St	\$23,778.78	265
2020	Cass St	Hartung St	John St	\$37,687.13	420
2020	Hartung St	E. Mason St	Cass St	\$47,557.56	530
2020	Edison St	John St	Bellevue St	\$61,465.91	685
2020	Louise St	John St	Bellevue St	\$52,044.13	580
2020	Amy St	John St	Bellevue St	\$66,401.13	740
2020	John St	Cass St	Amy St	\$85,244.69	950
2020	Lilac Ln	Bellevue St	Irene St	\$61,465.91	685
2020	Northern Ave	Columbia Ave	Mather St	\$66,401.13	740
2020	Holzer St	Columbia Ave	Mather St	\$113,510.03	1265
2020	Coppens Rd	Columbia Ave	Termini West	\$52,044.13	580
2020	Gallagher Ave	Velp Ave	Mary St	\$47,557.56	530
2020	Gallagher Ave	Holzer St	Velp Ave	\$56,979.34	635
2020	Lyndon St	Mary St	Emmet St	\$47,557.56	530
2020	Shea Ave	Mary St	Emmet St	\$47,557.56	530
2020	George St	Louise St	Edison St	\$28,265.34	315
			Surface Layer Only		



Alley

Year Resurfaced	Alley	From	To	Cost	Length of Centerline (ft)
2002	Alley between Maple Avenue and Ashland Avenue	Walnut Street	Hubbard Street	\$15,132.23	615
2002	Alley between Ashland Avenue and Oakland Avenue	Walnut Street	316 feet north	\$7,775.26	316
2002	Alley between Mape Avenue and Ashalnd Avenue	Railraod north of Clinton Street	240 feet north	\$5,905.26	240
2002	Alley between Maple Avenue and Ashland Avenue	3rd Street	5th Street	\$14,271.05	580
2002	Alley between Greenwood Avenue and Norwood Avenue	7th Street	280 feet south	\$6,889.47	280
2002	Alley between Oakalnd Avenue and Greenwood Avenue	8th Street	54 feet south	\$1,328.68	54
2003	Alley between Ashland Avenue Avenue and Oakland Avenue	300 feet north of Walnust Street	Hubbard Street	\$5,730.90	305
2003	Alley between Day Street and Smith Street	Clay Street	60 feet west of St George Street	\$13,246.83	705
2003	Alley between Cedar Street and Morrow Street	200' east of Newhall Street	Elizabeth Street	\$13,246.83	705
2003	Alley between Monroe Avenue and Quincy Street	Stuart Street	Crooks Street	\$8,925.17	475
2003	Alley between Reber Street and Berner Street	Van Buren Street	315' West of Van Buren Street	\$5,918.80	315
2004	Alley between Berner Street and Klaus Street	Clay Street	St. George Street	\$13,916.65	740
2004	Alley between Eastman Avenue and Reber Street	Webster Avenue	Clay Street	\$4,983.67	265
2004	Alley between Chestnut Avenue and Maple Avenue	Walnut Street	175' north of Walnut Street	\$3,291.10	175
2004	Alley between Chestnut Avenue and Maple Avenue	275' north of Walnut Street	Hubbard Street	\$6,676.23	355
2004	Alley between Chestnut Avenue and Maple Avenue	Hubbard street	225 north of Hubbard Street	\$4,231.41	225
2004	Alley between Ashalnd Avenue and Oakland Avenue	Walnut Street	Howard Street	\$7,052.36	375
2004	Alley between Christiana Street and Howard Street	Oakland Avenue	Old Railroad Right of Way	\$15,139.06	805
2004	Alley between Lincoln Street and Shea Avenue	Velp Avenue	Franklin Street	\$14,856.97	790
2004	Alley between Shea Avenue and Gallagher Street	Mary Street	60 feet south	\$1,128.38	60
2004	Alley between Gallagher Street and lyndon Street	Mary Street	20 feet south	\$376.13	20
2004	Alley section of Mary Street	Lyndon Street	75 feet west	\$1,410.47	75
2005	Alley between Broadway and Chestnut Avenue	Ninth Street	Tenth Street	\$11,507.48	527'x20'
2005	Alley between Ashland Avenue and Oakland Avenue	Howard Street	School Place	\$8,952.69	410'x14'
2005	Alley between Ashland Avenue and Oakland Avenue	Dousman Street	North End	\$6,070.36	278'x14'
2005	Alley between Hubbard Street and Oregon Street	Norwood Avenue	100' East	\$2,183.58	100'x9'
2005	Alley between Broadway and Chestnut Avenue	Elmore Street	95' North	\$2,074.40	95'x14'
2005	Alley between Shawano Avenue and Reed Street	Gray Street	East End	\$2,401.94	110'x12'
2005	Alley between Klaus Street and Vanderbraak Street	St. George Street	Irwin Avenue	\$16,442.37	753'x12'
2005	Alley between Klaus Street and Vanderbraak Street	Baird Street	430' West	\$9,389.40	430'x12'
2005	Alley between Eastman Avenue and Reber Street	Clay Street	St. George Street	\$16,595.22	760'x18'
2005	Alley between Day Street and Smith Street	Baird Street	400' West	\$8,734.33	400'x12'
2005	Alley between Day Street and Harvey Street	Clay Street	St. George Street	\$16,726.24	766'x12'
2006	Alley between Elm Street and University Avenue	St. George Street	Irwin Avenue	\$15,173.80	670'x12'
2006	Alley between Cedar Street and Elm Street	St. George Street	Irwin Avenue	\$14,222.61	628'x12'
2006	Alley between Cedar Street and Elm Street	Irwin Avenue	Baird Street	\$15,717.34	694'x12'
2006	Alley between Klaus Street and Vanderbraak Street	Clay Street	450' East	\$10,191.36	450'x12'
2006	Alley between Reber Street and Berner Street	Clay Street	330' East	\$7,473.66	330'x12'
2006	Alley between Reber Street and Berner Street	350' East of Irwin Avenue	460' East of Irwin Avenue	\$2,491.22	110'x12'
2006	Alley between Mather Street and James Street	Maple Avenue	110' West	\$2,491.22	110'x14'
2006	Alley between Melrose Avenue Vroman Street	90' North of Bond Street	Alley South of Bond St	\$6,001.58	265'x14'



Alley

Year Resurfaced	Alley	From	To	Cost	Length of Centerline (ft)
2006	Alley between Elmore Street and Bond Street	Vroman Street	160' East	\$3,623.60	160'x14'
2006	Alley between Elmore Street and Bond Street	Norwood Avenue	285' East	\$6,454.53	285'x14'
2006	Alley between Jackson Street and Van Buren Street	140' South of Walnut Street	200' South of Walnut Street	\$1,358.85	60'x12'
2007	Alley west of Oakland Avenue	School Place	South End	\$4,474.83	280'x14'
2007	Alley between Maple Avenue and Ashland Avenue	Walnut Street	Howard Street	\$6,120.93	383'x14'
2007	Alley between Maple Avenue and Ashland Avenue	Hubbard street	Dousman Street	\$6,824.12	427'x14'
2007	Alley between Maple Avenue and Ashland Avenue	Dousman Street	Kellogg Street	\$9,301.26	582'x14'
2007	Alley between Elmore Street and Bond Street	Ashland Avenue	635' West	\$10,148.28	635'x14'
2007	Alley between Lincoln Street and Shea Avenue	Mary Street	Emmet Street	\$7,990.77	500'x15'
2007	Alley between Dousman Street and Division Street	Fink Street	190' West	\$3,036.49	190'x12'
2007	Alley between Day Street and Smith Street	St. George Street	430' East	\$6,872.06	430'x12'
2007	Alley between Webster Avenue and Clay Street	Walnut Street	195' South	\$3,116.40	195'x12'
2008	Alley between Chestnut Avenue and Maple Avenue	Eighth Street	Ninth Street	\$26,314.33	502'x20'
2008	Alley between Chestnut Avenue and Maple Avenue	Ninth Street	Tenth Street	\$27,415.13	523'x20'
2008	Alley between Broadway and Chestnut Avenue	Eighth Street	Ninth Street	\$26,314.33	502'x20'
2008	Alley between Broadway and Chestnut Avenue	Prospect Place	100' South	\$5,241.90	100'x20'
2008	Alley between Oakland Avenue and Hazel Street	Christiana Street	Alley South	\$5,241.90	100'x12'
2008	Alley between Phoebe Street and Augusta Street	Maple Avenue	Ashland Ave	\$14,677.32	280'x12'
2008	Alley between Mather Street and James Street	Chestnut Avenue	Maple Avenue	\$1,467.73	28'x13'
2009	Alley between Clay Street and Roosevelt Street	Walnut Street	Cherry Street	\$8,950.62	335'x12'
2009	Alley between Eastman Avenue and Reber Street	Van Buren Street	Webster Ave	\$8,950.62	335'x12'
2009	Alley between University Avenue and Preble Avenue	Elizabeth Street	Henry Street	\$32,997.04	737'x16'/498'x12'
2009	Alley between James Street and Phoebe St	Maple Avenue	Ashland Ave	\$7,481.11	280'x14'
2009	Alley between Oregon Street and Dousman Street	Oakland Avenue	Norwood Ave	\$14,962.22	560'x10'
2009	Alley between Chestnut Avenue and Maple Avenue	Tenth Street	Prospect Place	\$8,977.33	336'x20'
2010	Alley between Madison Street and Monroe Avenue	Elm Street	127 South ?	\$4,104.55	121'x12'
2010	Alley between Harvey Street and Day Street	Webster Avenue	Clay Street	\$11,363.85	335'x12'
2010	Alley between Day Street and Smith Street	Webster Avenue	Clay Street	\$11,363.85	335'x12'
2010	Alley west of Irwin Avneue	University Ave (Frontage Road)	Harvey Street	\$12,211.90	360'x20'
2010	Alley between Monroe Avenue and Quincy Street	Bodart Street	220 South	\$7,462.83	220'x12'
2010	Alley between Chestnut Avenue and Maple Avenue	Walnut Street	Howard Street	\$13,059.94	385'x14'
2010	Alley between Chestnut Avenue and Maple Avenue	Howard Street	School Place	\$13,907.99	410'x14'
2010	Alley south of Clinton Street	Chestnut Avenue	Maple Avenue	\$12,313.66	363'x16'
2011	Alley between Chestnut Avenue and Maple Avenue	Dousman Street	193'	\$6,824.86	193'x14'
2011	Alley between Shea Avenue and Gallagher Avenue	75 N of Velp Ave	155 N of Franklin Street	\$20,333.13	575'x12'
2011	Alley between Pearl Street and Broadway	Howard Street	Vacated School Place	\$14,498.40	410'x16'
2011	Alley between Maple Avenue and Ashland Avenue	Fifth Street	Sixth Street	\$8,734.40	247'x18'
2011	Alley between Monroe Avenue and Quincy Street	Bodart Street	220 South	\$7,779.63	220'x12'
2011	Alley between Day Street and Smith Street	Jackson Street	Webster Ave	\$23,551.06	666'x12'
2011	Alley between Reber Street and Berner Street	Van Buren Street	Webster Ave	\$11,810.89	334'x12'
2012	Alley between James Street and Phoebe Street	Ashland Avenue	Harrison Street	\$14,376.11	374'x14'
2012	Alley between Chestnut Avenue and Maple Avenue	Elmore Street	Bond Street	\$11,608.52	302'x14'



Alley

Year Resurfaced	Alley	From	To	Cost	Length of Centerline (ft)
2012	Alley between Twelfth Avenue and Thirteenth Avenue	W mason Street	220 N of Clinton Street	\$17,297.46	450'x12'
2012	Alley between Thirteenth Av and Fourteenth Av	W mason Street	165 N of Clinton Street	\$16,336.49	425'x12'
2012	Alley between Webster Avenue and Clay Street	Walnut Street	Cherry Street	\$12,684.80	330'x13'
2012	Alley between Klaus Street and Vanderbraak Street	Webster Avenue	Clay Street	\$11,916.03	310'x12'
2014	Alley between Broadway and Chestnut Avenue	50' N/O Dousman Street	155' N/O Dousman Street	\$3,677.77	105'x15.5'
2014	Alley between Broadway and McDonald Street	James Street	Pheoebe Street	\$12,364.32	353'x12'
2014	Alley between Ashland Avenue and Maple Street	Mather Street	Bond Street	\$12,049.09	344'x14'
2014	Alley between Ashland Avenue and Maple Street	Bond Street	Elmore Street	\$10,507.92	300'x14'
2014	Alley between Ashland Avenue and Maple Street	Elmore Street	Kellogg Street	\$14,010.57	400'x14'
2014	Alley between Shawano Avenue and Christiana Street	Oakland Avenue	533' West	\$18,669.08	533'x12'
2014	Alley between Oakland Avenue and Hazel Street	Shawano Ave	130' South	\$4,553.43	130'x14'
2014	Alley between Jackson Street and Van Buren Street	Chicago Street	230' North	\$8,056.08	230'x13.5'
2014	Alley between Reber Street and Berner Street	Baird Street	Irwin Avenue	\$12,994.80	371'x12'
2014	Alley between Maple Street and Chestnut Street	Eighth Street	Ninth Street	\$4,553.43	130'x18'
2015	Alley between Twelfth Avenue and Hazel Street	Howard Street	258 South	\$11,444.81	258'x14'
2015	Alley between Oakland Avenue and Greenwood Avenue	50 N/O Ninth Street	Eighth Street	\$20,671.63	466'x12'
2015	Alley between Oakland Avenue and Greenwood Avenue	Eighth Street	Ninth Street	\$18,276.21	412'x12'
2015	Alley between Webster Avenue and and the East River	Cedar Street	340 North	\$15,082.31	340'x12'
2015	Alley between Morrow Street and Cedar Street	Newhall Street	Elizabeth Street	\$39,923.75	900'x12'
2016	Alley between Ashland Avenue and Maple Avenue	Clinton Street	560 North	\$22,657.43	560'x14'
2016	Alley between Ashland Avenue and Maple Avenue	Clinton Street	106 South	\$4,288.73	106'x14'
2016	Alley between Clinton Street and School Place	Maple Avenue	Ashland Ave	\$11,126.41	275'x16'
2016	Alley between Doty Street and Stuart Street	Clay Street	Roosevelt Street	\$30,547.06	755'x12'
2016	Alley between Vanderbraak Street and Weise Street	Baird Street	110 East of Irwin Ave	\$23,668.92	585'x12'
2017	Alley between Madison Street and Monroe Avenue	E. Walnut Street	198 South ?	\$11,226.42	160'x12' (4" thick HMA)
2017	Alley between Clay Street and Roosevelt Street	E. Walnut Street	143 South	\$10,033.61	143'x12' (2" thick HMA)
2017	Alley between Thirteenth Avenue and Fourteenth Avenue	Hickory Hill Drive	Ninth Street	\$92,617.96	1320'x16' (2" thick HMA)
2017	Alley between Wilson Street and Marshall Avenue	Thomas Street	Velp Ave	\$22,382.67	319'x12' (2" thick HMA)
2019	Alley between James Street and Mather Street	Ashland Avenue	Maple Avenue	\$16,703.03	275'x14'
2019	Alley between Chicago Street and Kimball Street	Hartung Street	John Street	\$22,776.86	375'x10'
2019	Alley between Chicago Street and Kimball Street	John Street	Bellevue Street	\$24,113.10	397'x10'
2019	Alley between Jackson Street and Van Buren Street	E. Walnut Street	Cherry Street	\$20,104.37	331'x12'
2019	Alley between Chestnut Avenue and Maple Avenue	School Place	South Termini	\$37,718.48	621'x14'
2019	Alley between Ashland Avenue and Maple Avenue	School Place	Howard Street	\$22,473.17	370'x14'
2020	Alley between Berner Street and Reber Street	St. George Street	North Irwin Ave	\$10,931.36	175'x12'
2020	Alley between South Ashland Avenue and South Maple Avenue	Third Street	North Termini	\$9,682.06	155'x20'
2020	Alley between Mather Street and James Street	North Broadway	Alma Street	\$16,615.67	266'x14'
2020	Alley between Mather Street and James Street	Alma Street	McDonald Street	\$16,927.99	271'x14'
2020	Alley between North Chestnut Avenue and North Broadway	Augusta Street	North Termini	\$12,617.91	202'x12'



State Reconstructed Streets

Year Reconstructed	Street Name	From	To	Length of Centerline (ft)	Cost (City Only)
2000	Bay Settlement Rd	2950' S/O Church Rd	770' N/O Church Rd	3720	\$169,790.16
2001	Mather Street	Velp Avenue	Vroman Street	475	\$39,458.39
2001	Monroe Avenue	Mason Street Interchange		NA	\$67,528.16
2001	East Mason Street	Bellevue Street Intersection		NA	\$9,483.99
2001	Huron Rd	200' S/O Finger Rd	Sitka St	2800	Unknown
2001	Main St	400' W/O Adams St	Jackson St	2480	\$82,614.56
2002	Buchanan St	Badger St	Cul-De-Sac South	250	Unknown
2003	Lombardi Ave	Ashland Ave	Ridge Rd	6065	Unknown
2003	Nicolet Dr	UWGB Main Entrance Dr	Scottwood Dr	3250	Unknown
2003	Shawano Avenue	Oneida Street	Oakland Avenue	4466	\$51,129.26
2004	Larsen Road	Under USH 41		NA	\$39,176.74
2005	Broadway	Tenth St	Fourth St	3040	\$199,917.15
2005	Shawano Ave	Military Ave	Ridge Rd	3400	\$97,124.27
2005	Taylor St	Bond St	Vincent Rd	1320	\$0.00
2005	Bay Settlement Rd	STH 54/57	Judy Ln	2700	\$2,601,109.35
2006	Broadway	Motor St	Tenth St	1440	\$293,532.11
2006	Oneida St	W Mason St	Badger St	1800	\$507,645.51
2007	Lombardi Ave	Ridge Rd	US 41	5160	\$0.00
2008	Main St	Baird St	Fox River	6450	\$223,722.07
2008	Dousman St	Platten St	Military Ave	2645	\$446,600.72
2010	Military Ave	Biemeret St	300' S/O Mason St	4130	\$473,582.55
2011	Shawano Ave	Taylor St	700' East	700	\$30,131.81
2011	Taylor St	500' S/O Shawano Ave	Dousman Ave	1375	\$0.00
2011	Lambeau St	850' S/O Starr Ct	350' N/O Starr Ct	500	\$300.00
2012	Velp Ave	Military Ave	Norwood Ave	10000	\$684,114.12
2012	Manitowoc Road	E.S. Main Frontage Road	Greenbrier Road	4449	\$4,236.00
2012	Mason St	1250' W/O US41	1000' E/O US41	2250	\$25,613.92
2013	Ninth St	Taylor St	1160' W/O Taylor St	1160	\$0.00



State Reconstructed Streets

Year Reconstructed	Street Name	From	To	Length of Centerline (ft)	Cost (City Only)
2014	Monroe Ave	Cass St	Main St	4640	\$913,701.68
2016	Humboldt Rd	1325' W/O Lake Largo Dr	250' E/O Spartan Rd	5575	\$519,818.87
2017	Ashland Ave	Lombardi Ave	South City Limits	1390	\$0.00
2018	Mather St	Vroman St	Roy Ave	1700	\$550,461.93
2019	Webster Ave	University	Radisson St	3975	\$2,156,252.70



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # L.4

To approve the request by Transformation House Holdings, LLC to enter into a parking rental agreement for space in Lot B, located in the 600 block of South Broadway.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # L.5

To approve the request by Skip Heverly (owner of Platten Place Apartments) to renew the Platten Place parking agreement for Lot F.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # L.6

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. City of Green Bay - Amendment XII
2. Amendment XII Agreement Letter-C_GreenBay

BROWN COUNTY MUNICIPAL RECYCLING AGREEMENT

AMENDMENT XII

This amendment is intended to reaffirm the existing language set forth in the Municipal Recycling Agreement in order to establish eligibility for the 2022 Wisconsin Recycling Consolidation Grant.

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

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

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

City of Green Bay

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

BROWN COUNTY

By: _____

Its: _____

Dated: _____

PORT & RESOURCE RECOVERY DEPARTMENT

Brown County

2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950

FAX: (920) 492-4957

DEAN R. HAEN

DIRECTOR

July 28, 2021

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

Dear Village of Wrightstown,

Enclosed is a copy of Amendment XII of the Brown County Municipal Recycling Agreement for your signature. Please print and sign then return to us after which we will have it executed and a copy returned for your files. Execution of this amendment ensures your eligibility for the 2022 Wisconsin Recycling Consolidation Grant.

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

Sincerely,

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

Mark Walter
Business Development Manager

Enclosures



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # L.7

To receive and place on file the report of award of the contract SEWERS 5-21 EAST SHORE DRIVE SANITARY LIFT STATION to the low responsive bidder, August Winter & Sons, Inc., in the amount of \$199,000.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_ Project Bid Results - SEWERS 5-21 EAST SHORE DRIVE SANITARY LIFT STATION

[Previous](#) [Next](#) [Close Window](#)[Print Results](#)

Project Bid Results

SEWERS 5-21 EAST SHORE DRIVE SANITARY LIFT STATION (Quest project #7942271)

owner: Green Bay WI, City of
100 N Jefferson Street
Room 300
Green Bay , WI 54301
ph: 920-448-3100
fax: 920-448-3102
contact: Steven Grenier, P.E.
e-mail: stevengr@greenbaywi.gov

soliciting agent: Green Bay WI, City of
contact: Katelyn Zelinski
phone: 920-448-3104
e-mail: katelyn.zelinski@greenbaywi.gov
bid date: 08/03/2021 02:00 PM CDT

award date:

comments:

award status: Pending

bid result/award information: (no information presently available)

letting bid tabulation: [view](#)

Company/Contact	Phone/e-mail	Amount	Awarded
August Winter & Sons, Inc Kurt Van Grinsven	920-739-8881 pma@augustwinter.com	\$199,000.00	



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # M.1

To approve a change of agent for Walgreens Co. at 1165 W. Mason.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. sharpsscans@greenbaywi.gov_20210722_115746
2. 2021-07-22 09-50
3. 2021-07-22 09-49
4. sharpsscans@greenbaywi.gov_20210722_120210



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # M.2

To approve a change of agent for Walgreen's Inc. at 2204 University Ave.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CHANGE OF AGENT-2204 UNIVERSITY
2. AT-103 Signed
3. License



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # M.3

To approve a change of agent at Ultimate Mart, LLC at 1819 Main St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1819 Main St._COA



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # M.4

To approve a request by the I.T. Department to discontinue use of Green Bay Public Television Channel 4 in lieu of repairing malfunctioning equipment and for staff to reach out to local stations to see the possibility of airing the meetings.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # M.5

To approve a request by Tux 2, Inc. (Blue Collar to temporarily extend their license premises to the outside parking lot on October 2 for the Grand Opening, subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. map
2. request_1313SBroadway



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

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # M.6

To receive and place on file the The Liquor Violation Report for August 9, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report August 9 2021
2. 21LiqVio
3. 20LiqVio

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

August 17, 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

Allard, Joan M
Beyer, Britany R
Blaney, Timothy J
Blanton, Darci M
Bosley, Ricci L
Brechtbuehler, Urs
Champeau, Kevin J
Clement, Angela K
Crier, Lori L
Czukas, James M
Edminster, Kristi M
Espinosa, Thomas M
Gribble, Amy L
Harris, Raquel M
Ho, Chuenlun M
Jones, Robert A
Kadletz, Krystlyn V
Kieweg, Chelsea D
LaCount, Barrett L
LaPalme, Brittney N
Lutzow, Brandon L
May, Desiree A
McAllan, Justin J
Melotte, Paige R
Montague, Meghan M
Mullen, Shawn M
Musil, Janel S
Pierquet, Melissa Sue I
Reiter, Sierra L
Roeh, Kimberly M
Sharpless, Nick E

Sitting Bear, Jada R
Vosters, Katelyn A
Willems, Jennifer L.
Zeddies, James M



Report to the Green Bay Plan Commission

MEETING DATE

August 17, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # O.1

To amend the Comprehensive Plan for the property located in the 1420 Block of South Huron Road from Business Park to Medium and High Density Housing and Business Park to Wetland & Private Open Space. (Public Hearing held 08/09/2021)

BACKGROUND

Primary Address: 1420 Block South Huron Road

Aldersperson/District: Ald. Veronica Corpus-Dax, District 2

Reason for Request: The proposed comprehensive plan amendment would allow for the future rezoning of the property for multi-family development and preservation of green space.

Surrounding Zoning and Land Uses:

SUBJECT	Rural Residential (C1)	Vacant
NORTH	Planned Unit Development (PUD)	I43 Business Center
SOUTH	Village of Bellevue	Multi-family
EAST	Rural Residential (RR)	Vacant
WEST	Planned Unit Development (PUD)	I43 Business Center

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends Business Park.

Analysis: The parcel is located on the west side of S. Huron Road at the border with the Village of Bellevue. The site is approximately 30 acres in size and is heavily wooded with numerous wetlands on the site with a water course along the southern edge of the parcel. The parcel adjoins the I43 Business Center and has a designation within the Comprehensive Plan as a future Business Park land use.

The proposal for the amendment ultimately includes the creation of three (3) lots. Lot 1 fronting Einstein Way would retain its current Business Park designation and be considered for inclusion into the I43 Business Park at a later date along with a consistent rezoning with the Park. Lot 2, an approximate 15 acre parcel, would front S. Huron Road and would be designed as a Medium and High Density Residential land use for the development of multi-family dwellings. The third lot, Outlot 1, would be amended to Wetland, Private Open Space with a future rezoning to Conservancy to protect the watercourse and related wetlands.

The original application was made in 2018. However, there were several issues to contend with regarding the potential development of the property. Most notably, from a zoning perspective, the amount of wetlands on the subject site. The developer partnered with the City of Green Bay on a wetland delineation in 2019. The wetland delineation was completed and the developer has begun site work to prepare building envelopes mindful of wetlands and wetland buffers.

The amendment also includes a strip of property owned by the City of Green Bay, north of the subject site and under the powerlines. The applicant hopes to acquire the parcel and include it within the proposed multi-family development. Acquisition of the parcel, as well as the outstanding assessment of S. Huron Road, will be addressed as part of a developer's agreement through the Economic Development Authority.

A narrative, lot layout, site plan and building information is attached within this agenda packet as submitted by the applicant.

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

1. The change is consistent with the goals and objectives or other elements of *The Smart Growth 2022 Comprehensive Plan*.
 - Staff feels the proposed amendment is consistent with the goals and objectives of the plan.
2. The change does not create an adverse impact on public facilities and services that cannot be mitigated. Public facilities and services include roads, sewers, water supply, drainage, schools, police, fire, and parks.
 - The proposed amendment should have no impact on public facilities and services.
3. Development resulting from the change does not create an undue impact on surrounding properties. Such development should be consistent with the physical character of the surrounding neighborhood or would upgrade and improve its viability.
 - The proposed change in land use would not create a deterrent to the surrounding neighborhood.
4. The change allows a more viable transition to the planned uses on adjacent properties than the current land use.
 - The proposed amendment provides potential expansion of the Business Park as well as a transitional use with the proposed multi-development and the creation of an Outlot to protect the natural features of the site.
5. The change does not have a significant adverse impact on the natural environment including trees, slopes, and groundwater, or the impact could be mitigated by improvements on the site or in the same vicinity.
 - A wetland delineation has been completed and buffers have been instituted. Additionally, land use change to Wetland, Public Open Space will allow for a future rezoning to permit a Conservancy zoning to protect natural features of the property.
6. There is a change in City policies or neighborhood characteristics that would justify a change.
 - Not applicable.
7. The change corrects an error made in the original plan.
 - Not applicable.
8. There is a community or regional need identified in the Comprehensive Plan for the proposed land use or service.
 - Not applicable.
9. The change helps the City meet its life-cycle and affordable housing goals.
 - Not applicable.

10. The change does not adversely impact any landmarks or other historically significant structures or properties unless mitigated through relocation, commemoration, or dedication.
 - There are no landmarks or historically significant features that are being modified as part of the request.

The Public Participation Plan for Periodic Comprehensive Plan Amendments is being followed for this request and notices have been provided regarding the public hearings for this meeting. Ald. V. Corpus-Dax and neighbors within 400 ft. were noticed of the meeting based on Plan Commission policy.

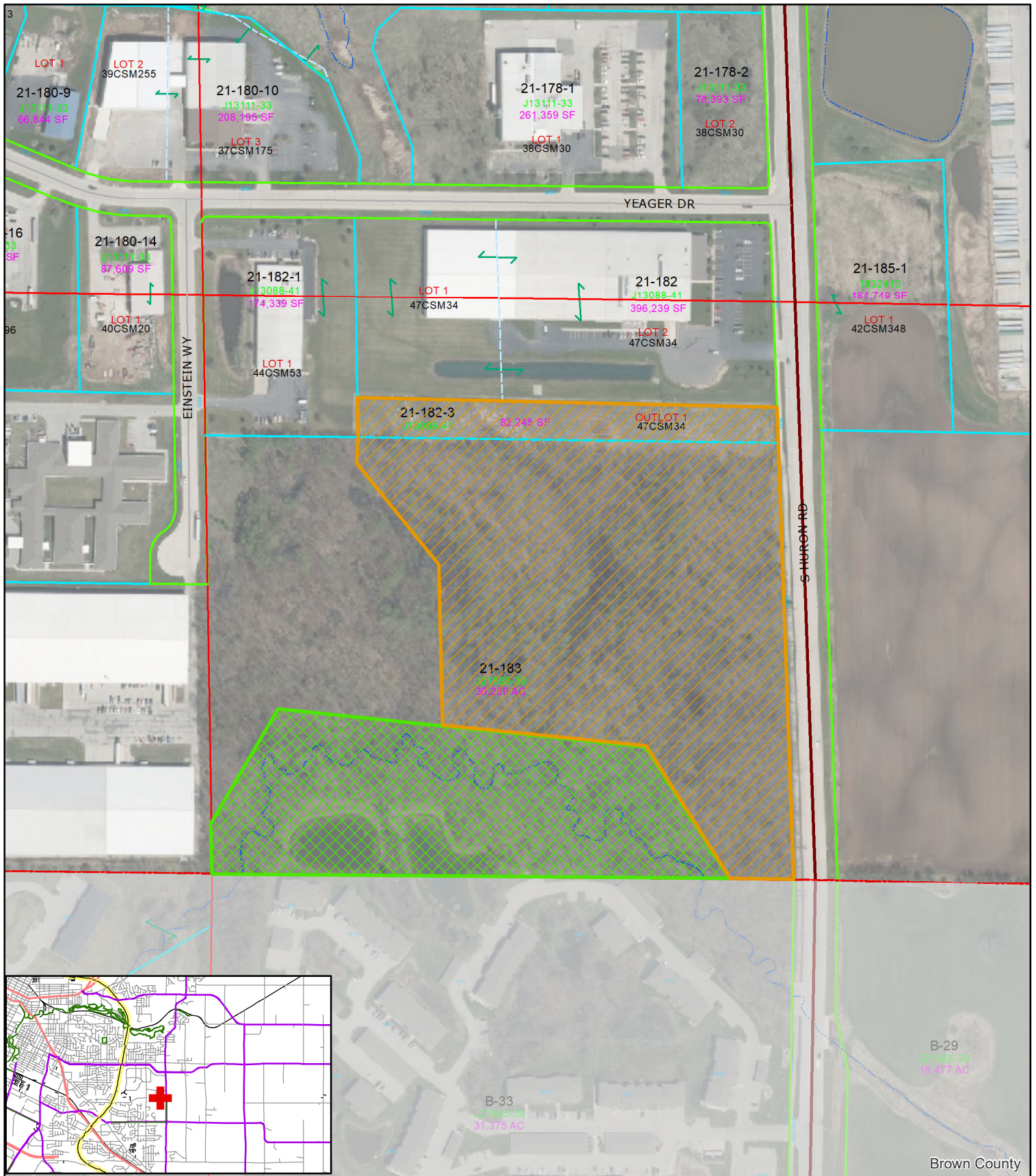
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. CPA 18-04 letter
2. Rezone and Comprehensive Plan Request Packet July 2021



Comprehensive Plan Amendment (CPA 18-04) 1420 Block South Huron Road

-  Business Park to Medium/High Density Residential
-  Business Park to Wetland & Private Open Space

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

Moski Corp Comprehensive Plan Amendment and Rezone Request

1300-1400 Block S Huron Road
Moski Corp and City of Green Bay Parcels
July 20, 2021

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Mau & Associates, LLP.

Land Surveying & Planning - Civil & Water Resource Engineering

400 Security Boulevard, Green Bay, WI 54313

Phone (920) 434-9670 – Fax (920)434-9672

Website: www.mau-associates.com

July 20, 2021

Comprehensive Plan Amendment and Rezone Request

RE: Parcel 21-183 Huron Road (Owned by Moski Corp) and Parcel

After consultation with the city staff, Mau and Associates on behalf of Moski Corp requests a comprehensive plan amendment and rezone request at parcel 21-183. The 30.25 acre property is located along South Huron Road at the City of Green Bay / Village of Bellevue border. Currently, the Green Bay Comprehensive Plan calls for the parcel to be used for Business Park. While the land is adjacent to the I-43 Business Park, the parcel is zoned RR and not apart of the established I-43 Business Park. Physical conditions include numerous wetlands throughout the parcel which separate the parcel into three usage areas.

Future Lot 1: West 9.69 acres. North of creek, west of main swath of wetlands. Access from Einstein Way

Future Lot 2: East 15.84 acres. North of creek, east of main swath of wetlands. Access from Huron Rd.

Future Outlot 1: South 4.73 acres. South of creek. Access from parcel B-33. Storm water ponds for multi-family development owned by Moski Corp at parcel B-33.

This request submits for an amendment of the City of Green Bay Comprehensive Plan for the following:

Lot 1: Remain Business Park

Lot 2: BP to Medium / High Density Housing

Outlot 1: BP to

BAdditionally, this request submits for a rezoning for the following:

Lot 1: Rural Residential (RR) to Light Manufacturing (M) (Independent from I-43 Business Park)

Lot 2: RR to R3

Outlot 1: RR to

The development group believes this request is a benefit to the City and surrounding parcels in part because:

- Relationship to surrounding uses
- Existing conditions within parcel

Additionally, Moski Corp and city staff have been in discussion for years regarding use of the narrow strip of property located underneath the power lines running north-south, just to the north of the Moski property. Moski Corp is in discussions to acquire the property. This property is currently owned by the city but would require a rezone to R3 and comp plan change to Medium-High Density Residential to move forward with the site plan request.

SURROUNDING USES

Moski Corp owns and operates the Huron Grove Apartments at the parcel directly south in Bellevue. The woods and wetland pockets which exist throughout most of parcel 21-183 extend south into the Huron Grove Apartments and are integral part of the physical environment within the community. Kitty corner to the southwest, Gerald and Gloria Bigelow own and operate the Ontario Road Apartments. Built business park environments exist to the west and northwest. A strip of city owned green space (Parcel 21-182-3) exists along most of the northern boundary. Moski Crop has proposed to acquire the Parcel 21-182-3, a 1.89 acre parcel. This land is included with the site plan attached. To the east, existing farmland is across from Huron.

Huron Grove Apartments have been built in a campus like setting over the past decade, to its full build out today. The variety of 8, 9, 12, and 16 unit buildings are woven through the natural landscape between pockets of woods, wetlands, and storm water ponds.

This proposal will be a natural extension of the Huron Grove Apartments, proposing a mix of 8 and 15 unit buildings built in a similar architectural style as the Huron Grove Apartments. The mixture of two story buildings project to be designed with a variety of detached and attached garages.

EXISTING CONDITIONS WITHIN PARCEL

While the parcel size is just over 30 acres, much of the site is encompassed by wetlands. As mentioned, the development group believes this wooded, natural composition would fit well to an extension of the Huron Grove Apartments. However the wetlands in the property do meander and are scattered in small pockets. This greatly limits the full scale for development on the whole of the

parcel; especially larger, light industrial development. Since the property is essentially divided by the creek and wetlands, this proposal seeks to create three new parcels; western property to be proposed to be rezoned to Business Park to market to potential manufacturing use off Einstein in the future.

Wetlands have been delineated within the property. City staff and Moski Corp have engaged in discussions to determine and appropriate offset from the meandering wetlands and placement of buildings off said wetlands have been positioned to meet setback standards. A stormwater pond will be built to accommodate proposed development north of the creek. Dense woodland exist along Huron. Tree cutting has occurred within the property where future improvements can be developed, leaving a linear wooded pathway in front of the majority of the front of the site, less the future drive entrances.

As a result of the location of the wetlands and determined building setbacks, a multi-family conceptual plan has been produced resulting in a mix of 8 and 15 unit apartment buildings located along South Huron Road. The proposed conceptual plan projects 69 units, 181 parking stalls, and additional storm water management pond nestled into the forest. The look and feel of the multi-family development is projected to have a similar feel to that of the Huron Grove Apartments which are also nestled amongst forestland and wetland pockets.

Moreover, Moski Corp and city staff have engaged in discussions to come to an agreement between both parties as to assessment of the property. Future development of the site is contingent upon an agreement between the owner and DPW. As noted, Parcel 2-182-3 is also a matter of engagement between city staff and Moski Corp. CSM execution will also be contingent on finalized agreement between both parties to proceed as proposed.

Respectfully, we request an amendment to the 2002 City of Green Bay Comprehensive Plan for Parcel 21-183 from Business Park to a mixture of Medium/High Density Housing, Wetlands/Park-Open Space and Business Park. We also request a rezone from Rural Residential to a mixture R-3 Varied Density Residential, CON Conservancy and Business Park to allow for future development.

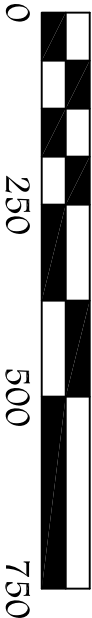
Sincerely

Jon LeRoy

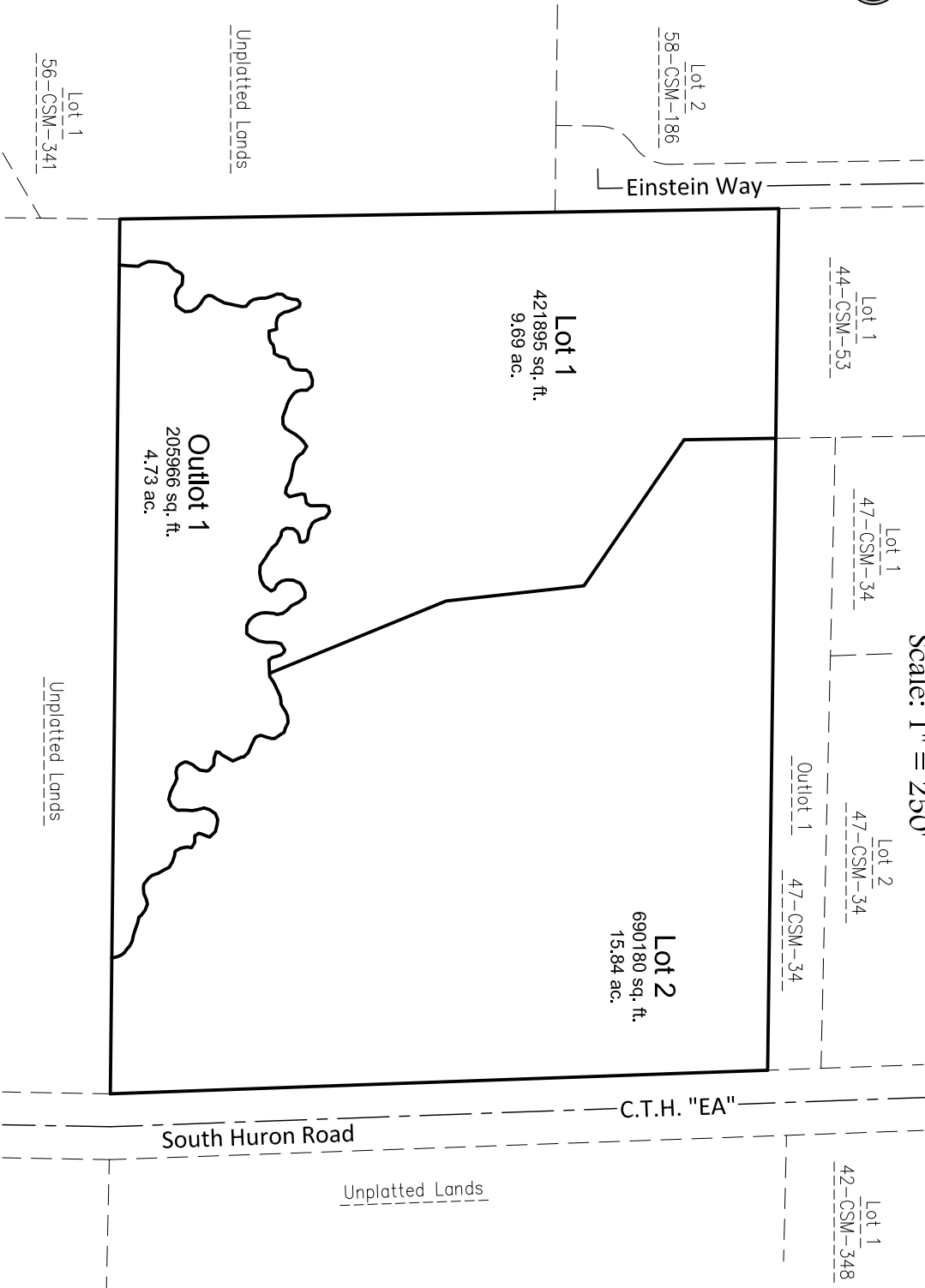
Rezone and Comp Plan Exhibit

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11,
T23N-R21E, in the City of Green Bay, Brown County, Wisconsin

North



Scale: 1" = 250'



COMP PLAN AMENDMENT

LOT 1
BP to BP
(Remain as is)

LOT 2
BP to MED/HIGH DEN RES

OUTLOT 1
BP to PARK/OPEN SPACE

OUTLOT 1 (47-CSM-34)
BP to MED/HIGH DEN RES

REZONE

LOT 1
RR to BP

LOT 2
RR to R3

OUTLOT 1
RR to CON

OUTLOT 1 (47-CSM-34)
RR to R3

Client: Moski Corp.

Tax Parcel: 21-183

Drafted By: BAR

File: M-4420CSM 052820.dwg

Data File: M-4420A.txt

Mau & Associates, LLP

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

Sheet One of One

Project No.: M-4420

Drawing No.: RZ COMP

Fieldwork Completed: 09/02/2020

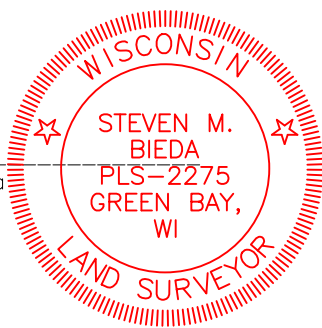
Certified Survey Map

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11,
T23N-R21E, in the City of Green Bay, Brown County, Wisconsin

North



Scale: 1" = 250'



Steven M. Bieda
PLS-2275
May 28, 2020



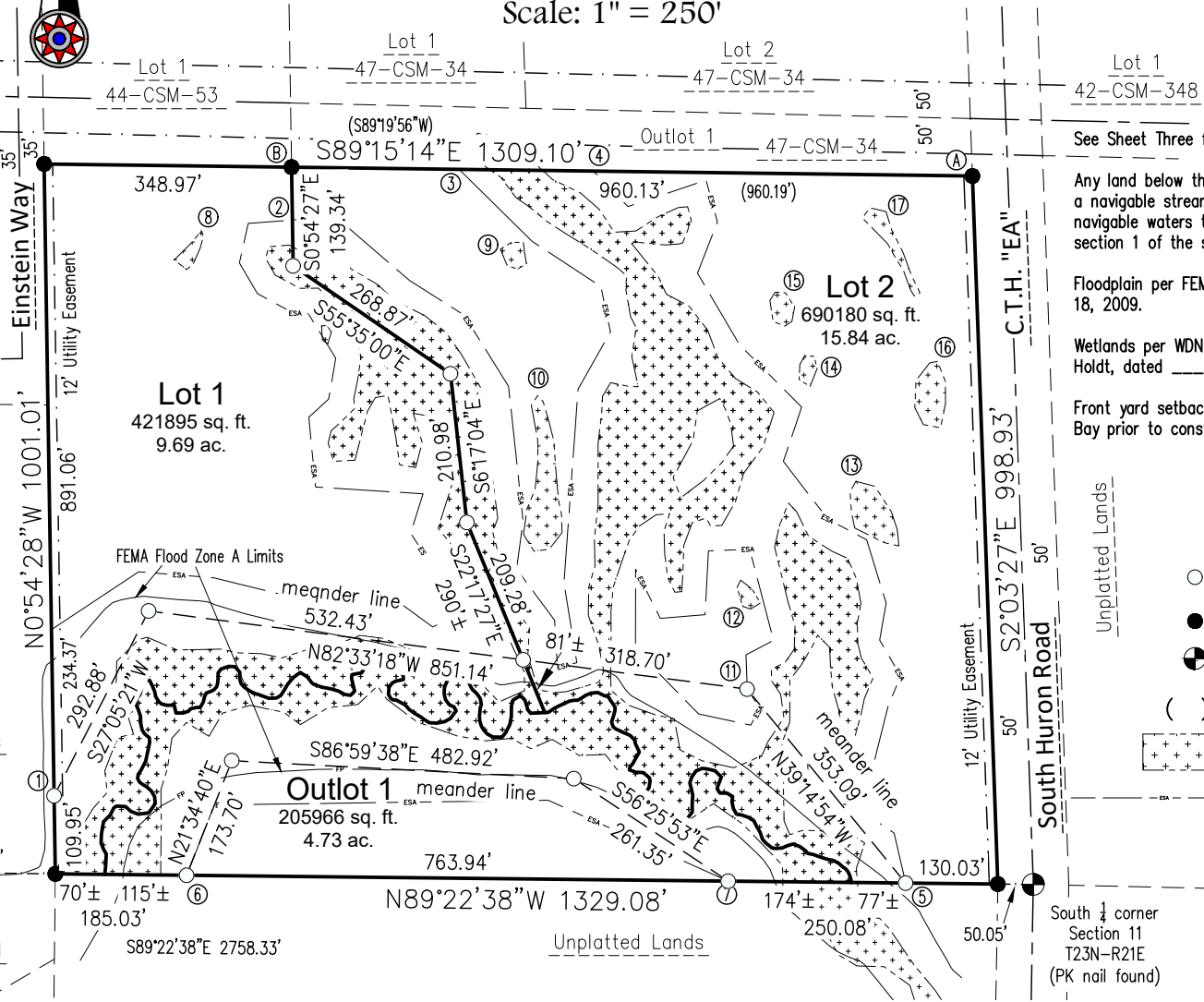
Bearings referenced to the
South line of the Southwest $\frac{1}{4}$
of Section 11, T23N-R21E,
assumed to be N89°22'38"W.

The County Monuments used in
this survey are shown and
their ties have been found and
verified and/or Brown County
Planning and Land Services has
been notified of any
discrepancies.

Unplatted Lands

Southwest corner
Section 11
T23N-R21E
(iron rod found)

Lot 1
56-CSM-341



See Sheet Three for ESA and Wetland boundary line tables

Any land below the ordinary high water mark of a lake or
a navigable stream is subject to the public trust in
navigable waters that is established under article IX,
section 1 of the state constitution.

Floodplain per FEMA FIRM panel 55009C0281F dated August
18, 2009.

Wetlands per WDNR approved delineation by George and
Holdt, dated _____

Front yard setbacks to be verified with the City of Green
Bay prior to construction.

Legend

- 1.32" (o.d.) x 18" iron pipe with
cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊙ Brown County monument
- type noted
- () recorded as bearing / distance
- Wetlands
- - - - - Environmentally Sensitive Area
(ESA) Limits

Unplatted Lands

South $\frac{1}{4}$ corner
Section 11
T23N-R21E
(PK nail found)

Client: Moski Corp.

Tax Parcel: 21-183

Drafted By: BAR

File: M-4420CSM 052820.dwg

Data File: M-4420A.txt

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd, Green Bay, WI 54313

Sheet One of Five

Project No.: M-4420

Drawing No.: L-11094

Fieldwork Completed: 09/02/2020



SURVEYOR’S CERTIFICATE

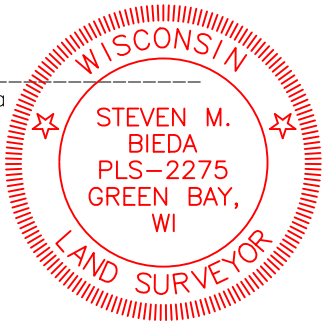
I, Steven M. Bieda, Professional Land Surveyor, PLS–2275, do hereby certify that I have surveyed, divided and mapped part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, T23N–R21E, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 11, T23N–R21E; thence N89°22'38"W, 50.05 feet along the South line of the Southwest $\frac{1}{4}$ of said Section 11 to the Westerly right of way of County Trunk Highway "EA", also known as South Huron Road and the point of beginning; thence continuing N89°22'38"W, 1329.08 feet along said South line to the Southwest corner of the Southeast $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ of Section 11; thence N00°54'28"W, 1001.01 feet along the West line of said quarter–quarter, also being the extension of and the Easterly right of way of Einstein Way to the Southwest corner of Lot 1, Volume 44, Certified Survey Maps, Page 53, Map Number 6580, Document Number 1903183, Brown County Records; thence S89°15'14"E, 1309.10 feet along the South line of said Certified Survey Map, and the South line of Outlot 1, Volume 47, Certified Survey Maps, Page 34, Map Number 6957, Document Number 2082035, Brown County Records, to the Southeast corner thereof, and said Westerly right of way; thence S02°03'27"E, 998.93 feet along said right of way to the point of beginning.

Parcel contains 1,318,042 square feet / 30.26 acres, more or less.
Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes and the City of Green Bay Planning Department in surveying, dividing and mapping the same.

Steven M. Bieda
PLS–2275
May 28, 2020



CERTIFICATE OF THE CITY OF GREEN BAY

Approved for the City of Green Bay, as required by Wisconsin Statutes Chapter 236, and the City of Green Bay Municipal Code Chapter 14, Subdivision and Platting, on this _____ day of _____, 20____.

Kevin Vonck
Development Director

CERTIFICATE OF THE GREEN BAY CITY CLERK

As the duly appointed City Clerk for the City of Green Bay, I hereby certify that the records in my office show no unpaid taxes or special assessments affecting any of the lands included in the Certified Survey Map.

Kris Teske
Green Bay City Clerk

Date

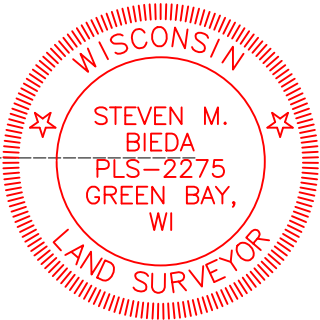




ESA and Wetland Boundary Line Tables

ESA Limits starting at Point 1 N 56° 26' 21" E 147.52 S 85° 26' 39" E 106.73 S 76° 07' 03" E 160.29 N 74° 56' 42" E 83.62 S 53° 44' 00" E 88.87 N 66° 12' 50" E 46.80 N 33° 04' 24" W 135.23 N 17° 27' 41" E 58.27 N 86° 24' 31" W 151.80 N 5° 33' 15" W 98.78 N 47° 37' 46" E 37.98 N 9° 47' 00" E 58.69 N 31° 41' 45" W 74.70 S 89° 28' 06" W 20.56 N 61° 21' 45" W 57.84 N 30° 16' 57" W 50.10 N 12° 42' 51" E 57.02 N 85° 38' 51" E 62.37 (Point 2) Point B to Point 2 S 00° 54' 27" E 74.56 Continuing from Point 2 N 85° 38' 51" E 60.84 S 49° 18' 23" E 138.03 S 57° 35' 53" E 90.95 S 31° 58' 08" E 118.27 S 6° 11' 24" E 190.72 S 7° 41' 43" W 68.54 S 36° 36' 14" E 90.05 S 3° 16' 02" E 66.73 N 76° 15' 11" E 28.26 N 9° 11' 28" W 113.49 N 4° 08' 53" E 274.68 N 29° 32' 14" E 92.67 N 11° 57' 34" W 65.39 N 56° 47' 27" W 115.73 N 45° 25' 52" W 144.88 (Point 3) S 89° 15' 14" E 189.56 (Point 4) S 44° 15' 46" E 69.85 N 71° 19' 44" E 116.22 S 15° 13' 51" E 61.13 S 21° 17' 20" W 77.38 S 30° 24' 37" E 117.11 S 44° 55' 57" E 124.05 S 18° 43' 08" W 80.78 S 37° 34' 54" E 102.79 S 62° 04' 35" E 62.17 S 17° 03' 33" E 93.28 S 10° 01' 03" W 52.99 S 30° 18' 53" E 59.05 S 22° 57' 15" W 45.18 S 14° 00' 47" W 138.08 N 50° 32' 55" W 88.79 N 1° 42' 13" W 63.70 S 13° 20' 43" W 44.35 S 1° 14' 43" E 65.72 S 63° 57' 27" E 38.47 N 88° 13' 28" E 26.13 S 55° 55' 56" E 72.75 S 13° 00' 11" E 72.38 (Point 5)	ESA Limtis starting at Point 6 N 21° 35' 34" E 106.54 N 89° 10' 41" E 470.63 S 65° 48' 53" E 278.5 (Point 7) Point B to Point 8 S 54° 51' 28" W 155.6 Wetland Limits starting at Point 8 S 20° 25' 53" E 8.28 S 14° 58' 15" W 17.09 S 23° 30' 17" W 25.05 S 51° 33' 13" W 12.25 N 51° 29' 00" W 21.86 N 45° 20' 29" E 35.24 N 38° 36' 03" E 21.07 Point B to Point 9 S 68° 35' 05" E 316.36 Wetland Limits starting at Point 9 N 58° 35' 56" E 18.51 S 89° 31' 09" E 16.45 S 6° 47' 25" E 15.42 S 9° 37' 29" E 14.96 S 58° 18' 19" W 15.07 N 67° 09' 13" W 16.1 N 21° 51' 31" W 23.94 Point B to Point 10 S 47° 09' 35" E 473.41 Wetland Limits starting at Point 10 S 40° 26' 49" E 11.68 S 15° 27' 30" E 57.18 S 3° 58' 27" E 53.37 S 5° 12' 36" E 31.43 S 12° 22' 21" E 19.24 S 1° 34' 29" E 26.06 S 37° 39' 32" W 29.69 S 82° 38' 41" W 21.45 N 32° 12' 53" W 28.16 N 8° 08' 55" E 36.16 N 22° 00' 04" E 30.57 N 5° 40' 23" E 39.79 N 0° 59' 18" W 30.15 N 10° 28' 33" W 48.95 N 33° 29' 07" E 16.54 ESA limits starting at Point 11 S 34° 04' 28" E 32.86 S 29° 53' 06" W 27.11 N 77° 57' 09" W 75.04 N 44° 21' 57" W 127.57 N 0° 09' 58" E 113.06 S 26° 36' 37" E 77.54 N 85° 22' 19" E 63.42 N 3° 01' 52" E 90.17 N 87° 42' 19" E 58.07 S 14° 40' 45" E 132.87 S 62° 06' 57" W 43.83 S 2° 00' 38" E 48.34	Point 11 to Point 12 N 3° 09' 01" W 116.80 Wetland limits N 16° 06' 21" W 28.09 N 25° 57' 49" E 11.21 S 52° 04' 47" E 20.16 S 31° 21' 47" E 23.13 S 58° 05' 41" W 16.46 N 71° 11' 48" W 11.71 Point A to Point 13 S 20° 53' 44" W 460.54 Wetland Limits starting at Point 13 S 74° 51' 35" E 27.63 S 33° 01' 38" E 42.24 S 18° 47' 20" E 26.87 S 5° 13' 59" E 23.41 N 76° 58' 31" W 21.36 N 63° 28' 40" W 46.17 N 11° 49' 12" W 22.47 N 3° 54' 18" W 28.90 N 28° 31' 35" E 17.21 Point A to Point 14 S 38° 53' 39" W 348.74 Wetland Limits starting at Point 14 S 21° 35' 26" W 27.15 N 57° 37' 37" W 18.12 N 2° 24' 46" E 21.52 N 29° 01' 06" E 14.16 S 84° 34' 34" E 13.28 S 14° 08' 45" E 17.62 Point A to Point 15 S 58° 00' 10" W 310.76 Wetland Limits starting at Point 15 S 32° 24' 01" E 24.03 S 10° 52' 19" W 20.30 S 55° 25' 57" W 11.88 N 68° 34' 42" W 17.79 N 8° 58' 46" W 30.14 N 33° 02' 14" E 14.00 S 85° 51' 02" E 14.41 Point A to Point 16 S 10° 40' 25" W 266.05 Wetland Limits starting at Point 16 S 21° 39' 59" E 29.69 S 1° 00' 56" E 31.20 S 11° 42' 42" W 35.43 N 79° 26' 16" W 24.53 N 26° 47' 15" W 26.73 N 2° 15' 05" E 38.44 N 38° 13' 27" E 31.37 N 79° 11' 59" E 11.11 Point A to Point 17 S 67° 37' 01" W 131.74 Wetland Limits starting at Point 17 S 17° 10' 47" E 26.89 S 26° 44' 30" E 36.72 S 19° 51' 17" E 33.44 S 26° 14' 10" E 27.41 S 61° 57' 18" W 9.28 N 30° 33' 53" W 10.10 N 20° 14' 29" W 27.83 N 31° 18' 34" W 27.44 N 28° 41' 50" W 17.41 N 44° 27' 34" W 50.83 N 35° 22' 11" E 17.74 S 76° 49' 35" E 23.58
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Steven M. Bieda
PLS-2275
May 28, 2020





In Witness Whereof, the said Moski Corp. has caused these presents to be signed by Paul Kosmoski, it's President on this _____ day of _____, 20____.

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

CERTIFICATE OF CORPORATE MORTGAGEE

In the presence of:

_____ (Corporate Seal)

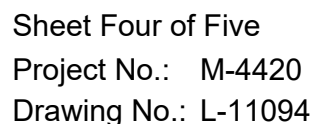
Date _____

Date _____

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

Steven M. Bieda
PLS-2275
May 28, 2020





NOTES

A Brown County Highway Department access permit must be obtained for Lot 2 prior to any construction of a new street / road connection or driveway to a County Trunk Highway.

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the City has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

Lots 1 and 2 and Outlot 1 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corps of Engineers, Brown County Planning Commission, or the City Zoning Administrators Office prior to any development activity.

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution.

This Certified Survey Map is all of tax parcel number 21-183.

The property owner of record is Moski Corp.

This Certified Survey Map is contained wholly within the property described in Jacket 21565, Image 39, Brown County Records.

City of Green Bay Zoning and Building approvals are required prior to commencing construction of buildings, structures, drives, or parking areas and may also be required prior to commencing grading, excavation, filling, or other land disturbing activities.

Outlot 1 owned and maintained by the development to the South, which the detention ponds that are on this outlot serve.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Lots 1 and 2 and Outlot 1 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes: wetlands, all land within 35 feet of wetlands 2 acres or greater, floodway, all land within 35 feet of the floodway or 75 feet beyond the ordinary high water mark -whichever is greater, navigable waterways, and all land within 75 feet of the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

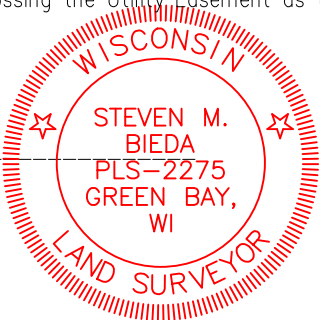
Moski Corp., Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Steven M. Bieda
PLS-2275
July 15, 2020



Future Lot 2: Zoning Request R3

Part of the Southeast ¼ of the Southwest ¼ of Section 11, T23N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the South 1/4 corner of Section 11, T23N-R21E; thence N89°22'38"W, 50.05 feet along the South line of the Southwest 1/4 of said Section 11 to the Westerly right of way of County Trunk Highway "EA", also known as South Huron Road and the point of beginning; thence continuing N89°22'38"W, 130.03 to the start of a meander line which is S89°22'38"E, 77 feet more or less from the centerline of the drainageway; thence N39°14'54"W, 353.09 feet along said meander line; thence N82°33'18"W, 318.70 feet to a meander corner which is N22°17'27"W, 81 feet more or less from said centerline of the drainageway and end of said meander line; thence N22°17'27"W, 209.28 feet; thence N6°17'04"W, 210.98 feet; thence N55°35'00"W, 268.87 feet; thence N0°54'27"W, 139.34 feet; thence S89°15'14"E, 960.13 feet along Outlot 1, Volume 47, Certified Survey Map No. 34 to the West right of way of South Huron Road; thence S2°03'27"E, 998.93 feet along said West right of way of South Huron Road to the point of beginning.

Described area contains 690,180 square feet / 15.84 acres more or less, including the lands lying between the meander line and the drainage way.

Future Lot 1, Zoning Request C1

Part of the Southeast ¼ of the Southwest ¼ of Section 11, T23N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the South 1/4 corner of Section 11, T23N-R21E; thence N89°22'38"W, 50.05 feet along the South line of the Southwest 1/4 of said Section 11 to the Westerly right of way of County Trunk Highway "EA", also known as South Huron Road; thence N2°03'27"W, 998.93 feet along the West right of way of said South Huron Road; thence N89°15'14"W, 960.13 feet along the South line of Outlot 1, Volume 47, Certified Survey Map No. 34 to the point of beginning; thence S89°15'14"W, 348.97 feet; thence S0°54'28"E, 891.06 feet along the East right of way of Einstein Way and its extension to a meander line which is N0°54'28"W, 109.95 feet from the property corner which is N89°22'38"W, 70 feet more or less from the centerline of a drainageway; thence N27°05'21"E, 292.88 feet along said meander line; thence S82°33'18"E, 532.43 feet to a meander corner which is N22°17'27"W, 81 feet more or less from said centerline of a drainageway and the end of said meander line; thence N22°17'27"W, 209.28 feet; thence N6°17'04"W, 210.98 feet; thence N55°35'00"W, 268.87 feet; thence N0°54'27"W, 139.34 feet to the point of beginning

Described area contains 421,895 square feet / 9.69 acres more or less, including the lands lying between the meander line and the drainage way.

Future Outlot 1, Zoning Request CON

Part of the Southeast ¼ of the Southwest ¼ of Section 11, T23N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the South 1/4 corner of Section 11, T23N-R21E; thence N89°22'38"W, 50.05 feet along the South line of the Southwest 1/4 of said Section 11 to the Westerly right of way of County Trunk Highway "EA", also known as South Huron Road; thence N89°22'38"W, 380.11 feet to the point of beginning which is the start of a meander line which is N89°22'38"W, 174 feet more or less from the centerline of a drainageway; thence N56°25'53"W, 261.35 feet along said meander line; thence N86°59'38"W, 482.92 feet along said meander line; thence S21°34'40"W, 173.70 feet to a

point which is S89°22'38"E, 115 feet more or less from the centerline of said drainageway and the end of said meander line; thence S89°22'38"E, 763.94 feet along the South line of said Southwest 1/4 to the point of beginning.

Described area contains 205,966 square feet / 4.73 acres more or less, including the lands lying between the meander line and the drainage way.

Green Bay Currently Owned Parcel 21-182-3 Zoning Request R3

Outlot 1 of 47CSM34 being part of the SE 1/4 of the SW ¼ of Section 11, T23N-R21E, City of Green Bay, Brown County, Wisconsin.

Described area contains 82,245 square feet / 1.89 acres more or less

UNIT SIZE SPECIFICATIONS.

Listed below are the sizes for each of the units in the 8 and 15 unit buildings respectively

The 15 unit specifications are listed below

Unit	SqFt	Bd/Ba
1	925	2/1
2	968	2/2
3	800	2/2
4	807	2/2
5	825	2/1
6	825	2/1
7	880	2/2
8	830	2/2
9	830	2/2
10	850	2/1
11	850	2/1
12	630	1/1
13	600	1/1
14	625	1/1
15	660	1/1

The 8 unit specifications are listed below

Unit	SqFt	Bd/Ba	Den
1	744	1/1	No
2	850	1/1	No
3	1160	2/1	No
4	1020	2/1	No
5	880	1/1	Yes
6	760	1/1	No
7	1200	2/2	Yes
8	1000	2/1	No

UNIT MARKET RATE ESTIMATES

Market rates for the apartments project to vary between \$900 to \$1200 per month in rents.

Project Name: Kosmoski South Huron Rd Apartments – 69 Unit Apartment Addition

Location: 1400 Block South Huron Rd

Developer: Moski Corp

Designer: Engineering: Mau and Associates

Architect: Bay Architects

Project Description

Moski Corp submit plans to allow for the development of 32 units at parcel 21-183 and 21-182-3. These parcel is located directly in north of the existing “Huron Grove” apartment. Site will create 3 driveways to create (3) eight unit apartment buildings and (3) 15 unit apartments buildings as a complement to the existing apartment community located directly south in the Village of Bellevue. Detached garage stalls and surface parking will accompany the buildings.. A storm water pond will be created to accommodate storm water needs for the new development. The storm water pond and existing woodlands will as a central focal feature for the new apartment units. Site design and curbing intended to keep pockets of woodlands and wetlands to exist along South Huron. Residences nestled between woodlands, wetlands, and stormwater pond.

Site Statistics**Gross Square Footage**

Site	32.14 ac.	
Buildings		
Apartment Units	43,985 sf	
Detached Garages	7,777 sf	
Total	51,762 sf	(3.7% of parcel)

Floor Area Ratio

(4) Two-Story Buildings	87,970 sf
Total Single-Story Detached Garages	7,777 sf
Total	95,747 sf
FAR	0.069

Percentage of Impervious Surface

Total new impervious surface	135,905 sf
Percentage	9.7%

Parking Calculations

Total new parking stalls	181 stalls
Parking ratio (181 stalls/ 69units)	2.62 stalls / unit
Detached garage stalls	28 stalls

Minimum Parking Requirement

(51) units – 2 bedrooms each (2)
=104

(18) units – 1 bedroom each (1)
=18

(69) units / (4) (one visitor stall per four units)
=18

(104) + (18) +(18)= 140 minimum stalls needed (41 stalls over minimum)

TYPE	DESIGN	DESCRIPTION
1		SEPARATION WALL 1 HOUR FIRE RATED PARTITION UL DES U 305 2x4 or 2x6 STUDS @ 16" O.C. WITH BATT INSULATION TO CEILING. INSTALL 5/8" TYPE "X" GYP. BD. FULL HGT. EACH SIDE
2		TYPICAL INTERIOR PARTITION WALL 2x4 STUDS @ 16" O.C. (WITH BATT INSULATION-VERIFY W/OWNER) TO CEILING. INSTALL 1/2" GYP. BD. FULL HGT. EA. SIDE TYP. (MROB ON ALL SIDES OF WALLS EXPOSED TO BATHS) (2x4 STUDS FOR PLUMBING WALLS)
3		TYPICAL INTERIOR PARTITION WALL 2x4 STUDS @ 16" O.C. WITH BATT INSULATION TO CEILING. INSTALL 1/2" GYP. BOARD FULL HGT. EA. SIDE TYP. MROB ON INT. SIDE OF BATHS
4		SEPARATION WALL 1 HOUR FIRE RATED BARRIER UL DES U 305 2x4 or 2x6 STUDS @ 16" O.C. . INSTALL 5/8" TYPE "X" GYP. BD. FULL HGT. EACH SIDE TO UNDERSIDE OF FLOOR TRUSSES
5		TYPICAL EXTERIOR WALL W/BRICK VENEER 2x4 STUDS @ 16" O.C. WITH R-19 BATT INSULATION. INSTALL 1/2" GYP. BD. FULL HGT. INTERIOR SIDE OF WALL. 4 MIL VAPOR BARRIER. EXTERIOR: 4" BRICK VENEER. 7/8" AIR SPACE TYPEK BUILDING WRAP ON 1/2" A.F.A. BATTED O.S.B. SHEATHING ON STUDS (USE 2x4 STUDS AT EXT. GARAGE WALLS)
6		TYPICAL INTERIOR PARTITION WALL 1/2" SHEETROCK BRAND FIRECODE C CORE GYPSUM PANEL. 2x4 LOAD BEARING STAGGERED WOOD STUD @ 16" O.C.. 2x6 PLATE. 3/8" MINERAL WOOL BATT. 1/2" SHEETROCK BRAND FIRECODE C CORE GYPSUM PANEL. JOINTS FINISHED. PERIMETER CAULKED. EST. FIRE RATING BASED ON UL DESIGN U305 AND UL DESIGN U340
7		System Performance 1 HR Fire UL Design No. U340 S4 STC Sound RAL-TL-77-149 SEPARATION WALL 1 HOUR FIRE RATED UL DES U 305 2x4 STUDS @ 16" O.C. . w/ R19 BATT INSULATION INSTALL 5/8" TYPE "X" GYP. BD. FULL HGT. EACH SIDE TO UNDERSIDE OF FLOOR TRUSSES

CARBON MONOXIDE DETECTOR SHALL BE CONNECTED TO BUILDING'S POWER SUPPLY AND HAVE BATTERY BACKUP SMOKE DETECTOR PER INTERNATIONAL BUILDING CODE EXHAUST FAN TO SWITCH, TYP. ALL BATHS GARAGE DOOR OPENER- VERIFY WITH OWNER F-1 = 20 MIN. HOUR FIRE DOOR ASSEMBLY WITH SPRING CLOSER HINGES 1 HOUR FIRE RATED WALLS SEE DETAIL FOR CONSTRUCTION

WALL TYPES & LEGEND	2
NTS	A101

GENERAL NOTES: 1. ALL DIMENSIONS ARE TO STUD THICKNESS. OVERALL DIMENSIONS ARE TO OUTSIDE OF STUDS. 2. CRITICAL DIMENSIONS TO BE HELD CLEAR. 3. INTERIOR DOORS TO BE LOCATED WITHIN 5'-7" OF CORNER TO ALLOW FOR TRIM. U.O.N 4. MOISTURE RESISTANT GYP. BD. ON ALL WET WALLS WHERE APPROPRIATE. 5. INSULATE ALL PLUMBING WALLS - TYP. 6. INSTALLATION OF ALL MECHANICAL EQUIPMENT SHALL COMPLY W/ IMC CHAPTER 44. 7. ALL PENETRATIONS THROUGH REQUIRED FIRE-RESISTIVE ASSEMBLIES SHALL BE PROTECTED PER IRC 711 BY THE CONTRACTOR MAKING SAID PENETRATION. 8. ALL JOINTS INSTALLED IN OR BETWEEN FIRE RESISTANT RATED WALLS, FLOOR OR FLOOR/ CEILING ASSEMBLIES AND ROOFS OR ROOF/ CEILING ASSEMBLIES SHALL BE PROTECTED BY APPROVED FIRE RESISTANT JOINT SYSTEMS PER IRC 712. GENERAL CONTRACTOR TO SCHEDULE JOINT PROTECTION PRIOR TO INSTALLATION OF FINISHES. 9. ALL HEATING EQUIPMENT SHALL BE DIRECT VENTING & SEALED COMBUSTION UNITS. U.N.O. 10. ALL TOILET ROOM FINISHES TO BE IMPERVIOUS TO WATER. GENERAL PLAN NOTES: -CARE SHOULD BE TAKEN TO LEAVE EXISTING ITEMS UNDISTURBED AND STILL ACCOMMODATE WORK. EXISTING AREAS TO BE PROTECTED DURING CONSTRUCTION. -COORDINATE W/ PLUMBING CONTRACTOR FOR ALL UNDER-SLAB PIPING PRIOR TO POURING SLAB. -COORDINATE ALL FLOOR FRAMING WITH PLANNED PLUMBING FIXTURES TO ENSURE DRAINS DO NOT HIT FRAMING MEMBERS, BOX OUT FRAMING WHERE NEEDED.	3
NTS	A101

GENERAL NOTES	3
NTS	A101

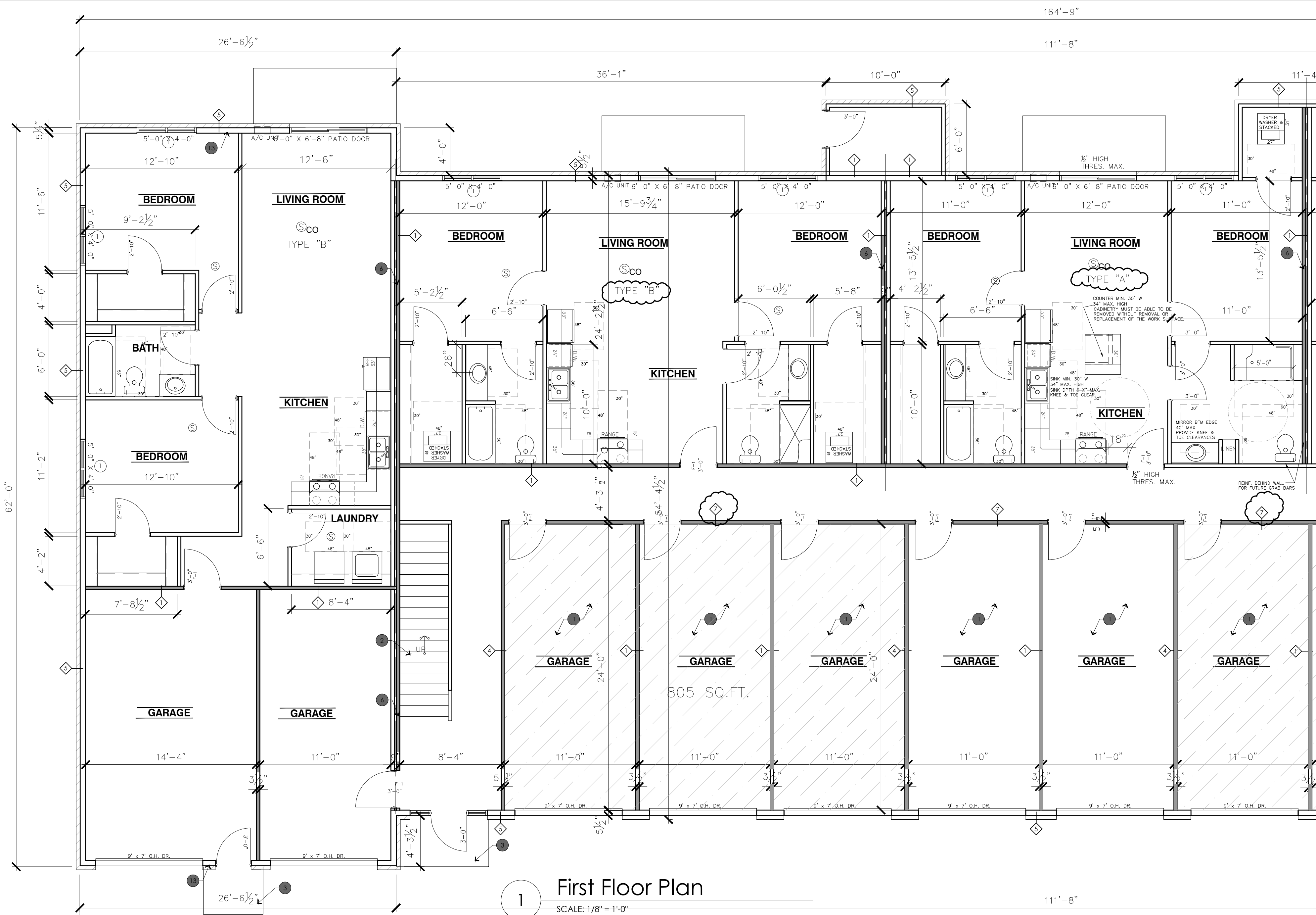
GENERAL PROJECT NOTES: -CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES, & STANDARDS. THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING & SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. -HVAC, ELECTRICAL AND PLUMBING ARE TO BE DESIGN BUILD, COMPLYING W/ ALL LOCAL, STATE, & NATIONAL CODES, AND TO BE THE FULL RESPONSIBILITY OF THE CONTRACTOR. THE DESIGNER ASSUMES NO LIABILITY. -ALL HEATING EQUIPMENT TO BE SEALED COMBUSTION TYPE & DIRECT VENTING -ALL MECHANICAL, HVAC, ELECTRICAL AND PLUMBING SYSTEMS & ALL EQUIPMENT TO BE MAINTAINED ACCORDING TO MANUFACTURER'S STANDARDS. BUILDING OWNER AND/OR BUILDING OCCUPANTS ASSUME FULL RESPONSIBILITY FOR MAINTENANCE AND OPERATION -ALL MATERIALS, DETAILS, & INSTALLATION, SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS & SPECIFICATIONS. -ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR LIMITING THE ACCUMULATION OF WASTE MATERIALS AND RUBBISH. WASTE MATERIALS SHALL BE REMOVED FROM THE PREMISES DAILY. -DIMENSIONS ARE TO BE FIELD VERIFIED & ADJUSTED ACCORDINGLY. THE DESIGNER SHALL BE NOTIFIED OF ANY VARIANCES BEFORE CONTRACTOR BEGINS OR PROCEEDS WORK. -ALL DIMENSIONS ARE FROM ACTUAL FINISHED SURFACES. U.O.N ON THE PLAN. ALLOWANCES SHALL BE MADE FOR FLOOR & WALL FINISHES.	4
NTS	A101

GENERAL PLAN NOTES	4
NTS	A101

- 4" THICK CONC. FLOOR W/ #10 @ 10, 6x6 W.W.M ON 8" COMPACTED GRANULAR FILL. SITE VERIFY FLOOR DRAIN PLACEMENT WITH OWNER PRIOR TO POURING FLOOR.
- WOOD STAIR W/ 7 3/4" MAX RISE WITH 10" TREADS MIN 1 1/2" DIA. HANDRAIL AT 36" HIGH ABOVE NOSING.
- 4" THICK CONC. SLAB W/ #10 @ 10, 6x6 W.W.M ON 8" COMPACTED GRANULAR FILL. SITE VERIFY PLACEMENT WITH OWNER PRIOR TO POURING SLAB. PITCH OUT.
- 16" X 16" STONE PIER AROUND TREATED WOOD POST. COMPOSITE BOARD FINISH SEE ELEVATIONS & STRUCTURAL
- 22" X 36" ATTIC ACCESS PANEL TYP. INSTALL IN BETWEEN TRUSSES-VERIFY EXACT LOCATION ON SITE.
- PARTY WALL-SEE DETAIL FOR UNIT SEPARATION WALL
- AC UNIT-VERIFY ACTUAL PLACEMENT WITH OWNER PRIOR TO CONSTRUCTION
- WALL NICHE- VERIFY WITH OWNER FOR SIZE AND DETAIL
- PRE-MANUFACTURED ELECTRIC FIREPLACE UNIT
- CATHEDRAL CEILINGS IN SECOND FLOOR UNITS- VERIFY WITH OWNER FOR PITCH
- TREATED WOOD DECK- WITH PLASTIC DECKING AND VINYL GUARDRAILS. VERIFY WITH OWNER. SEE STRUCTURAL FOR DETAILS AND CONSTRUCTION
- 1HR FIRE BARRIER -SEE DETAIL FOR UNIT SEPARATION
- ADD BLOCKING & FASTEN SHEETROCK @ 4" O.C.

KEYED NOTES	5
(THESE NOTES ARE SIMILAR FOR ALL UNITS)	A101

WINDOW SCHEDULE			
WINDOW MARK	SIZE	SILL ELEVATION	REMARKS
1	5'W X 4'H	TBD	SLIDER /DOUBLE PANE, TINTED, LOW-E
2	3'W X 4'H	TBD	SLIDER /DOUBLE PANE, TINTED, LOW-E
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FLOOR PLAN NOTES:

DIMENSIONS TO INTERIOR PARTITIONS ARE TO 9" FACE OF STUD UNLESS NOTED OTHERWISE.

HANDICAP ACCESSIBILITY NOTE:

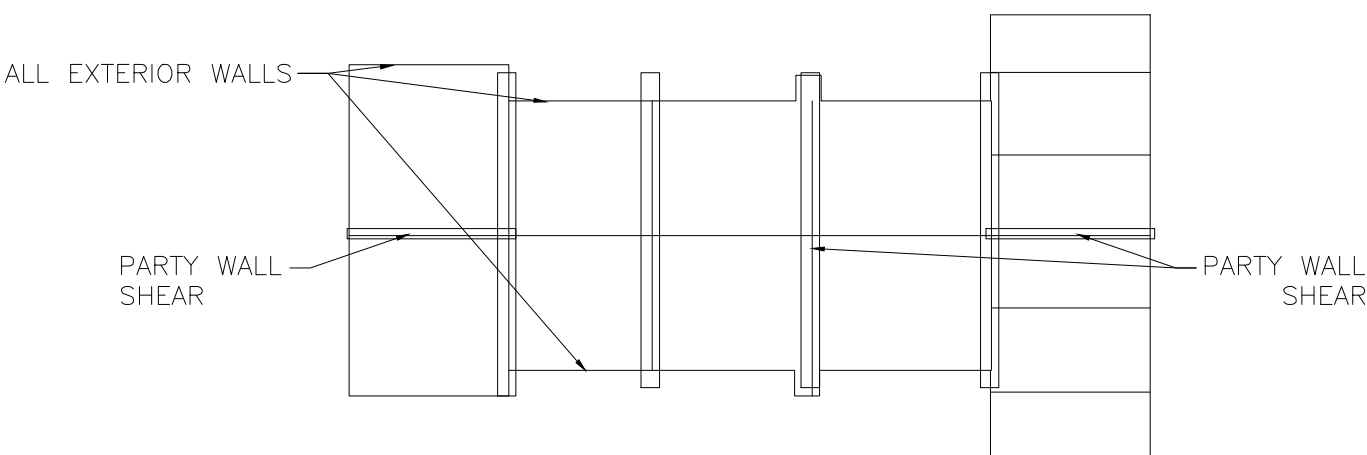
ALL FIRST FLOOR UNITS TO BE ACCESSIBLE PER FEDERAL FAIR HOUSING ACT.

MIN. DOOR SIZE IN EACH INDIVIDUAL UNIT 2'-10" WIDE

MIN. DOOR SIZE IN COMMON AREAS 3'-0" WIDE

MAX. HEIGHT 48"-FOR ALL SWITCHES &/or CONTROLS OUTLETS NO LOWER THAN 15" FROM FLOOR

PROVIDE BLOCKING AT ALL LOCATIONS REQUIRED FOR FUTURE GRAB BARS



NOTES:

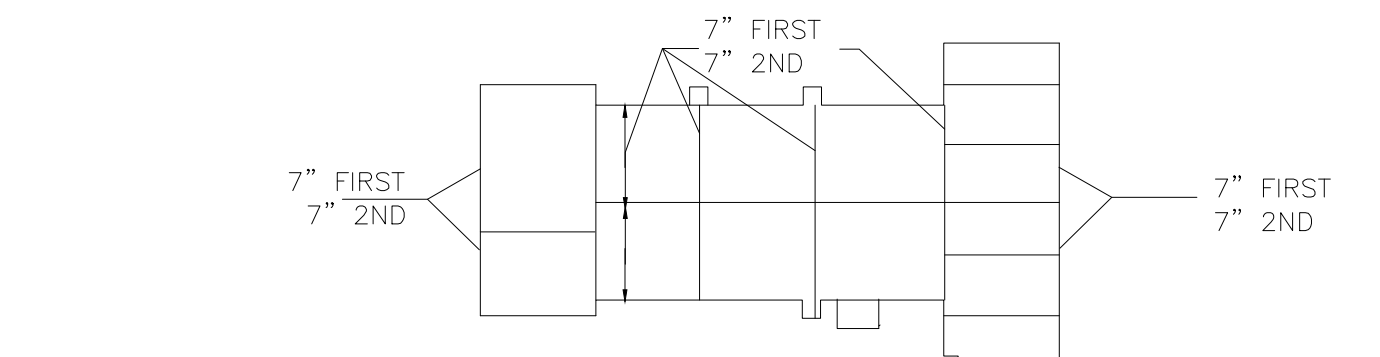
- STAIR HANDRAILS: ALL HANDRAILS TO WITHSTAND 200#(POUNDS) LOAD APPLIED IN ANY DIRECTION BRACKETS TO BE 32" O.C. - 6 TOTAL- PROVIDE 2X12 BLOCKING AT TOP AND BOTTOM STEP.
- BATHROOMS: ALL BATHROOMS ON FIRST FLOOR SHALL BE LAYED OUT AS SHOWN TO PROVIDE FOR HANDICAP ACCESS. PROVIDE A 48"x30" CLEAR AREA FOR PARALLEL APPROACH TO TUB AND VANITY.
- PROVIDE BLOCKING IN FIRST FLOOR BATHROOMS FOR FUTURE GRAB BARS. SEE DETAILS ON SHEET 6.
- DOORS: ALL FIRST FLOOR DOORS SHALL BE A MINIMUM OF 3'-0" TO PROVIDE A NOMINAL CLEAR OPENING OF 34".
- LUMBER FOR JOISTS, HEADERS, RAFTERS, AND OTHER STRUCTURAL FRAMING, SPF #1/#2 OR BETTER. ALL TOP PLATES FOR ROOF TRUSS BEARING TO BE SPF #1/#2 EXCEPT AT LOWER GARAGE ROOF GIRDER BEARING AND SECOND FLOOR BUMPOUT GIRDER BEARING S. YELLOW PINE ALL OTHER LUMBER - SPF STUD GRADE OR BETTER.
- ALL WALLS BETWEEN UNITS SHALL BE ONE HOUR FIRE RATED.
- EXTERIOR SHEATHING TO BE 3/8" OSB SHEATHING
- AT ALL FIRST FLOOR WINDOWS ONLY INSTALL 2X4 PLATE BOTTOM OF HEADERS
- HEADERS MADE UP OF MULTIPLE PLIES OF LUMBER SHALL BE FULL LENGTH CONTINUOUS BETWEEN POSTS. SPLICES OF PLIES BETWEEN POSTS ARE NOT PERMITTED.
- PROVIDE MINIMUM DOUBLE STUD POST AT EACH END OF ALL WINDOW HEADERS AND GIRDER TRUSS BEARING PROVIDE MIN. 3 STUD POSTS
- PROVIDE SOLID BLOCKING IN THE FIRST FLOOR TRUSS SPACE BETWEEN POSTS ON THE SECOND FLOOR AND POSTS ON THE FIRST FLOOR
- UNDER TUBS AND SHOWERS AT RSECOND FLOOR INSTALL 1 1/2" APA RATED OSB SHEATHING PER APA SPEC PR-108 PER UL550 SYSTEM 1
- AC SLEEVES ARE 26 1/4"Wx16 1/4"H. BEDROOM S ARE 42" ABOVE FLOOR TO SILL. LIVING ROOM IS 3" BELOW WINDOW TO TOP.

- FRAMER TO ATTACH EXTERIOR TREATED WALL BASE PLATES WITH DRILLED IN ANCHOR BOLTS LOCATED 48" O.C. AND 12" FROM EACH END. WITH 1/2" DIA. x 5" SILL BOLTS (2 1/4" MIN. EMBEDMENT INTO CONCRETE) ATTACH INTERIOR TREATED WALL BASE PLATES AT SHORT PARTY WALLS (SHEAR WALLS) WITH ANCHOR BOLTS 48" O.C. AND 12" FROM EACH END. WITH 1/2" DIA. x 5" SILL BOLTS (2 1/4" MIN. EMBEDMENT INTO CONCRETE). MINIMUM TWO ANCHOR BOLTS PER ANY LENGTH OF PLATE.

- THE FOLLOWING IS A SCHEDULE FOR FASTENING GYPSUM BOARD AT SUPPORTED PANEL EDGES AND FIELD OF PANELS:

FIRST FLOOR CEILINGS 8" O.C. OVER CHANNELS @ 12" O.C.
2ND FLOOR CEILINGS 10" O.C.

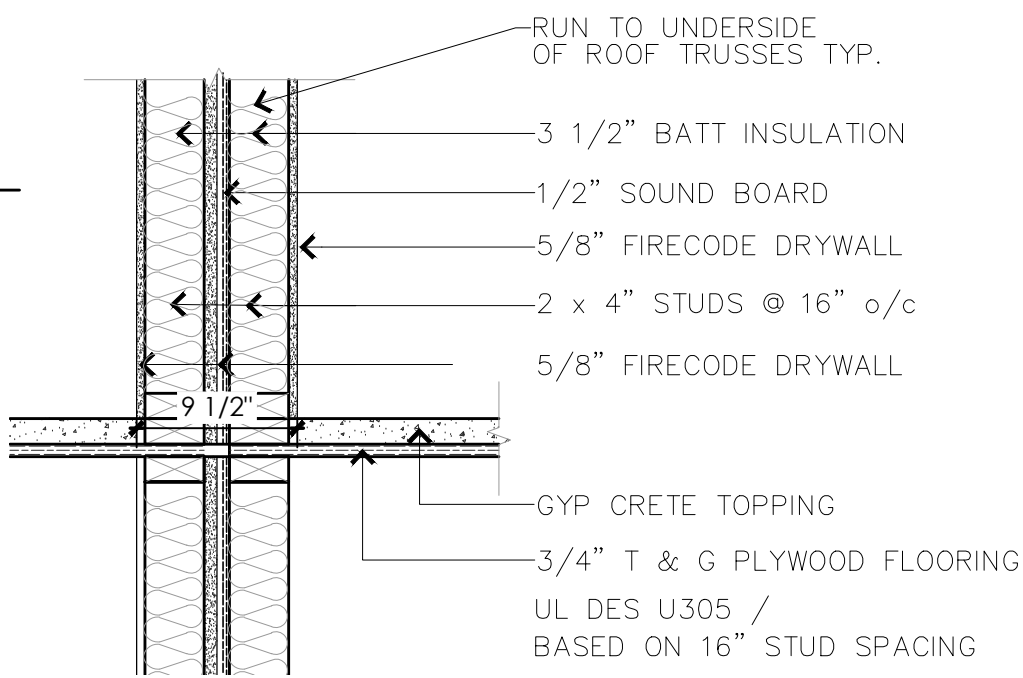
WALL FASTENER SPACING SHALL BE AS SHOWN BELOW



NOTES: FIRE ALARM SYSTEM

- EACH LIVING UNIT SHALL HAVE A FIRE ALARM STATION LOCATED AT THE EXIT OF THE UNIT AND A HORN LOCATED IN THE HALL BY THE BEDROOMS.
- ALL SMOKE DETECTORS SHALL BE DIRECTLY AND PERMANENTLY WIRED TO A PROPER UNSWITCHED CIRCUIT AND BE PROVIDED WITH A BACKUP POWER SOURCE.
- SMOKE DETECTORS SHALL BE LOCATED IN HALL 6'-0" FROM BEDROOM DOOR AND IN EACH BEDROOM.
- SMOKE DETECTORS SHALL BE LOCATED IN THE UTILITY ROOM AND SHALL BE WIRED TO AN UNSWITCHED CIRCUIT WITH EMERGENCY POWER BACKUP.

	SMOKE ALARM
	FIRE ALARM HORN
	FIRE ALARM PULL STATION
	COMBO SMOKE/CARBON MONOXIDE DETECTOR



1hr Partition Separation Wall Detail

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

NOTE: ADA REQUIRED TYPE A UNITS SHALL TOTAL 1 UNIT WHEN ENTIRE DEVELOPMENT IS COMPLETE PER IBC TABLE 1107.6.1.1. SEE SHEETS A701 & A702 FOR TYPE "A" DETAILS & REQUIREMENTS.

TYPE	DESIGN	DESCRIPTION
1		SEPARATION WALL 1 HOUR FIRE RATED PARTITION UL DES U 30S 2X4 or 2x6 STUDS @ 16" O.C. WITH BATT INSULATION TO CEILING. INSTALL 5/8" TYPE "X" GYP. BD. FULL HGT. EACH SIDE
2		TYPICAL INTERIOR PARTITION WALL 2X4 STUDS @ 16" O.C. WITH BATT INSULATION (VERIFY W/OWNER) TO CEILING. INSTALL 1/2" GYP. BD. FULL HGT. EA. SIDE TYP. (MRGB ON ALL SIDES OF WALLS EXPOSED TO BATHS) (2x6 STUDS FOR PLUMBING WALLS)
3		TYPICAL EXTERIOR WALL W/BRICK VENEER 2X4 STUDS @ 16" O.C. WITH R-19 BATT INSULATION - INSTALL 1/2" GYP. BD. FULL HGT. INTERIOR SIDE OF WALL. 4 MIL VAPOR BARRIER. EXTERIOR: 4" BRICK VENEER, 7/8" AIR SPACE TYPEK BUILDING WRAP ON 1/2" A.P.A. RATED O.S.B. SHEATHING ON STUDS. (USE 2X4 STUDS AT EXT. GARAGE WALLS)
4		SEPARATION WALL 1 HOUR FIRE RATED BARRIER UL DES U 30S 2X4 or 2x6 STUDS @ 16" O.C. - INSTALL 5/8" TYPE "X" GYP. BD. FULL HGT. EACH SIDE TO UNDERSIDE OF FLOOR TRUSSES
5		TYPICAL EXTERIOR WALL W/BRICK VENEER 2X4 STUDS @ 16" O.C. WITH R-19 BATT INSULATION - INSTALL 1/2" GYP. BD. FULL HGT. INTERIOR SIDE OF WALL. 4 MIL VAPOR BARRIER. EXTERIOR: 4" BRICK VENEER, 7/8" AIR SPACE TYPEK BUILDING WRAP ON 1/2" A.P.A. RATED O.S.B. SHEATHING ON STUDS. (USE 2X4 STUDS AT EXT. GARAGE WALLS)
6		TYPICAL INTERIOR PARTITION WALL 5/8" SHEETROCK BRAND FIRECODE C CORE GYPSUM PANEL, 2X4 LOAD BEARING S/CARRIERS WOOD STUD @ 16" O.C. 2X6 PLATE, 3/32" MINERAL WOOL BATT. 5/8" SHEETROCK BRAND FIRECODE C CORE GYPSUM PANEL JOINTS FINISHED. PERIMETER CAULKED-EST. FIRE RATING BASED ON UL DESIGN U30S AND UL DESIGN U340
7		System Performance 1 Hr Fire Test Design No.U340 S4 STC Sound RAL-TL77-149

CARBON MONOXIDE DETECTOR SHALL BE CONNECTED TO BUILDING'S POWER SUPPLY AND HAVE BATTERY BACKUP	
SD	SMOKE DETECTOR PER INTERNATIONAL BUILDING CODE
EF	EXHAUST FAN TO SWITCH, TYP. ALL BATHS
GD	GARAGE DOOR OPENER - VERIFY WITH OWNER
F-1 = 20 MIN. HOUR FIRE DOOR ASSEMBLY WITH SPRING CLOSER HINGES	

WALL TYPES & LEGEND	2
NTS	A101

GENERAL NOTES:	
1. ALL DIMENSIONS ARE TO STUD THICKNESS. OVERALL DIMENSIONS ARE TO OUTSIDE OF STUDS.	
2. ALL CRITICAL DIMENSIONS TO BE HELD CLEAR.	
3. INTERIOR DOORS TO BE LOCATED WITHIN 5'-7" OF CORNER TO ALLOW FOR TRIM. UON	
4. MOISTURE RESISTANT GYP. BD. ON ALL WEI WALLS WHERE APPROPRIATE.	
5. INSULATE ALL PLUMBING WALLS - TYP.	
6. INSTALLATION OF ALL MECHANICAL EQUIPMENT SHALL COMPLY W/ IMC CHAPTER 44.	
7. ALL PENETRATIONS THROUGH REQUIRED FIRE-RESISTIVE ASSEMBLIES SHALL BE PROTECTED PER IBC 711 BY THE CONTRACTOR HAVING SAID PENETRATION.	
8. ALL JOINTS INSTALLED IN OR BETWEEN FIRE RESISTANT RATED WALLS, FLOOR OR FLOOR/CEILING ASSEMBLIES AND ROOFS OR ROOF/CEILING ASSEMBLIES SHALL BE PROTECTED BY APPROVED FIRE RESISTANT JOINT SYSTEMS PER IBC 712. GENERAL CONTRACTOR TO SCHEDULE JOINT PROTECTION PRIOR TO INSTALLATION OF FINISHES.	
9. ALL HEATING EQUIPMENT SHALL BE DIRECT VENTING & SEALED COMBUSTION UNITS. UON I.O.	
10. ALL TOILET ROOM FINISHES TO BE IMPERVIOUS TO WATER.	
GENERAL PLAN NOTES:	
-CARE SHOULD BE TAKEN TO LEAVE EXISTING ITEMS UNDISTURBED AND STILL ACCOMMODATE WORK. EXISTING AREAS TO BE PROTECTED DURING CONSTRUCTION.	
-COORDINATE W/ PLUMBING CONTRACTOR FOR ALL UNDER-SLAB PIPING PRIOR TO POURING SLAB.	
-COORDINATE ALL FLOOR FRAMING WITH PLANNED PLUMBING FIXTURES TO ENSURE DRAINS DO NOT HIT FRAMING MEMBERS. BOX OUT FRAMING WHERE NEEDED.	

GENERAL NOTES	3
NTS	A101

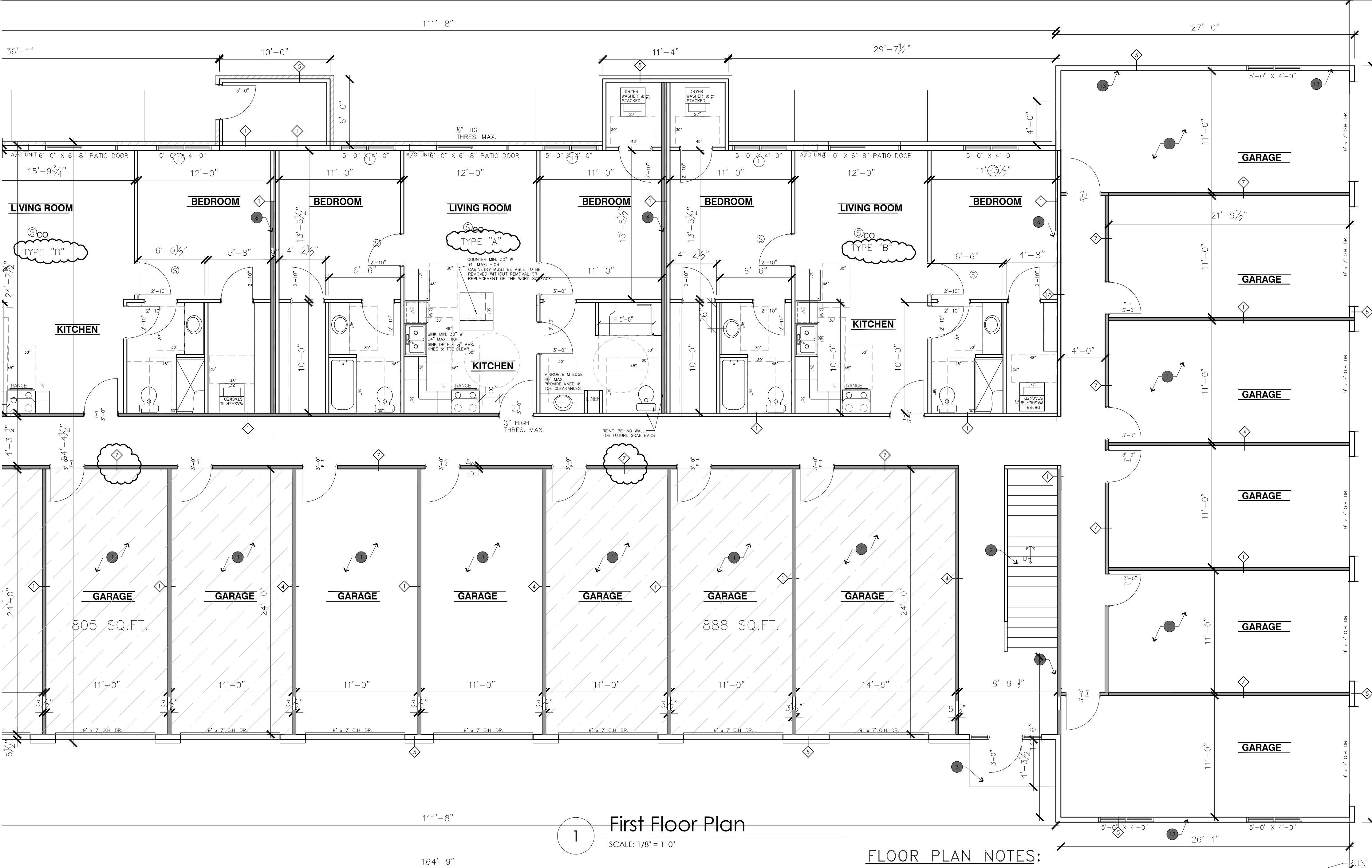
GENERAL PROJECT NOTES:	
-CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES, & STANDARDS. THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING & SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT.	
-HVAC, ELECTRICAL, AND PLUMBING ARE TO BE DESIGN BUILD, COMPLYING W/ ALL LOCAL, STATE, & NATIONAL CODES, AND TO BE THE FULL RESPONSIBILITY OF THE CONTRACTOR. THE DESIGNER ASSUMES NO LIABILITY.	
-ALL HEATING EQUIPMENT TO BE SEALED COMBUSTION TYPE & DIRECT VENTING	
-ALL MECHANICAL, HVAC, ELECTRICAL, AND PLUMBING SYSTEMS & ALL EQUIPMENT TO BE MAINTAINED ACCORDING TO MANUFACTURER'S STANDARDS. BUILDING OWNER AND/OR BUILDING OCCUPANTS ASSUME FULL RESPONSIBILITY FOR MAINTENANCE AND OPERATION	
-ALL MATERIALS, DETAILS & INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS AND SPECIFICATIONS.	
-ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR LIMITING THE ACCUMULATION OF WASTE MATERIALS AND RUBBISH. WASTE MATERIALS SHALL BE REMOVED FROM THE PREMISES DAILY.	
-DIMENSIONS ARE TO BE FIELD VERIFIED & ADJUSTED ACCORDINGLY. THE DESIGNER SHALL BE NOTIFIED OF ANY VARIANCES BEFORE CONTRACTOR BEGINS OR PROCEEDS WORK.	
-ALL DIMENSIONS ARE FROM ACTUAL FINISHED SURFACES, UON ON THE PLAN.	
ALLOWANCES SHALL BE MADE FOR FLOOR & WALL FINISHES.	

GENERAL PLAN NOTES	4
NTS	A101

1	4" THICK CONC. FLOOR W/ #10/#10, 6X6 W.W.M ON 8" COMPACTED GRANULAR FILL. SITE VERIFY FLOOR DRAIN PLACEMENT WITH OWNER PRIOR TO POURING FLOOR.
2	WOOD STAIR W/ 7 1/2" MAX RISE WITH 10" TREADS MIN 1 1/2" DIA. HANDRAIL AT 36" HIGH ABOVE NOSE
3	4" THICK CONC. SLAB W/ #10/#10, 6X6 W.W.M ON 8" COMPACTED GRANULAR FILL. SITE VERIFY PLACEMENT WITH OWNER PRIOR TO POURING SLAB. PITCH OUT.
4	16" X 16" STONE PIER AROUND TREATED WOOD POST- COMPOSITE BOARD FINISH SEE ELEVATIONS & STRUCTURAL
5	22" X 36" ATTIC ACCESS PANEL TYP. INSTALL IN BETWEEN TRUSSES-VERIFY EXACT LOCATION ON SITE.
6	PARTY WALL - SEE DETAIL FOR UNIT SEPARATION WALL
7	AC UNIT- VERIFY ACTUAL PLACEMENT WITH OWNER PRIOR TO CONSTRUCTION
8	WALL NICHE- VERIFY WITH OWNER FOR SIZE AND DETAIL
9	PRE-MANUFACTURED ELECTRIC FIREPLACE UNIT
10	CATHEDRAL CEILINGS IN SECOND FLOOR UNITS- VERIFY WITH OWNER FOR PITCH
11	TREATED WOOD DECK- WITH PLASTIC DECKING AND VINYL GUARDRAILS. VERIFY WITH OWNER. SEE STRUCTURAL FOR DETAILS AND CONSTRUCTION
12	1HR FIRE BARRIER - SEE DETAIL FOR UNIT SEPARATION
13	ADD BLOCKING & FASTEN SHEETROCK @ 4" O.C.

KEYED NOTES	5
(THESE NOTES ARE SIMILAR FOR ALL UNITS)	A101

WINDOW SCHEDULE			
WINDOW MARK	SIZE	SILL ELEVATION	REMARKS
1	5'W X 4'H	TBD	SLIDER /DOUBLE PANE, TINTED, LOW-E
2	3'W X 4'H	TBD	SLIDER /DOUBLE PANE, TINTED, LOW-E
—	—	—	—



1 First Floor Plan
SCALE: 1/8" = 1'-0"

FLOOR PLAN NOTES:

DIMENSIONS TO INTERIOR PARTITIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.

HANDICAP ACCESSIBILITY NOTE:

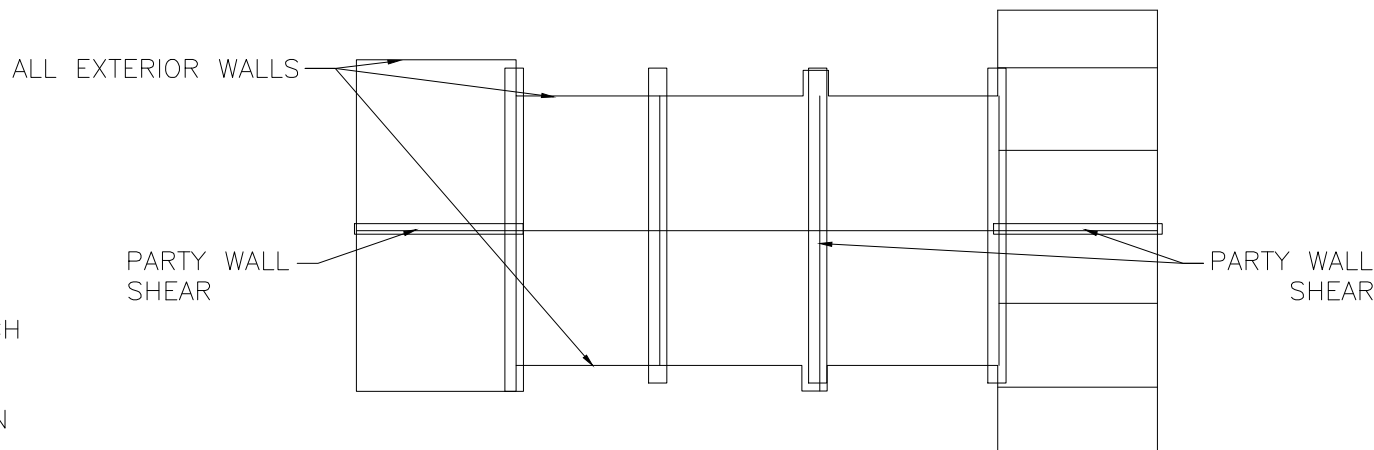
ALL FIRST FLOOR UNITS TO BE ACCESSIBLE PER FEDERAL FAIR HOUSING ACT.

MIN. DOOR SIZE IN EACH INDIVIDUAL UNIT 2'-10" WIDE

MIN. DOOR SIZE IN COMMON AREAS 3'-0" WIDE

MAX. HEIGHT 48"-FOR ALL SWITCHES &/or CONTROLS OUTLETS NO LOWER THAN 15" FROM FLOOR

PROVIDE BLOCKING AT ALL LOCATIONS REQUIRED FOR FUTURE GRAB BARS



NOTES:

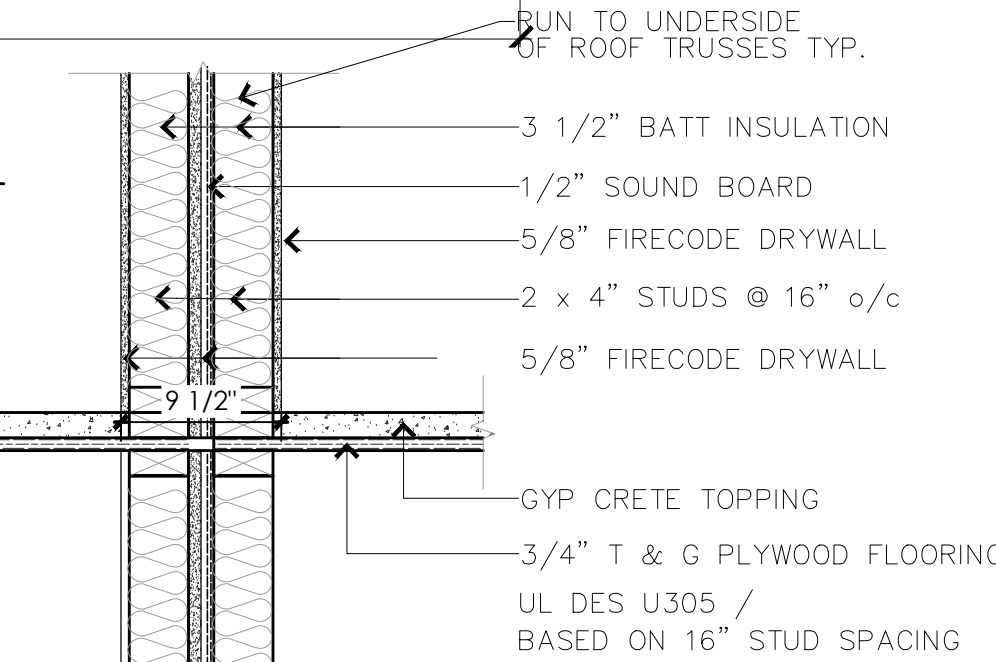
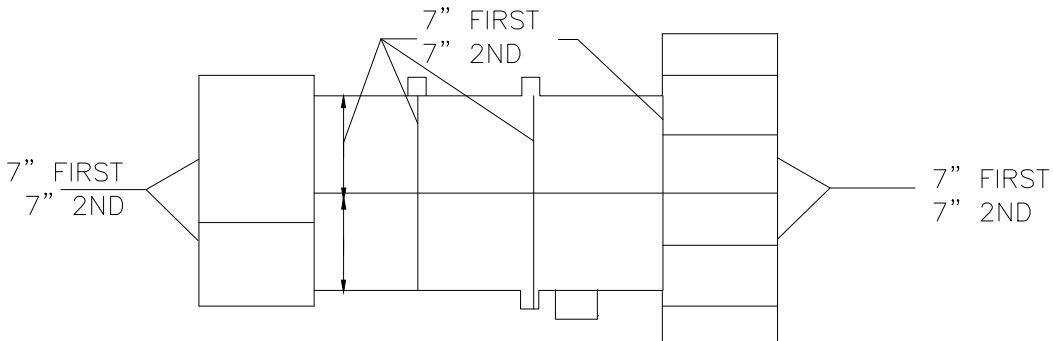
- STAIR HANDRAILS: ALL HANDRAILS TO WITHSTAND 200#(POUNDS) LOAD APPLIED IN ANY DIRECTION BRACKETS TO BE 32" O.C. - 6 TOTAL- PROVIDE 2X12 BLOCKING AT TOP AND BOTTOM STEP.
- BATHROOMS: ALL BATHROOMS ON FIRST FLOOR SHALL BE LAYED OUT AS SHOWN TO PROVIDE FOR HANDICAP ACCESS. PROVIDE A 48"x30" CLEAR AREA FOR PARALLEL APPROACH TO TUB AND VANITY.
- PROVIDE BLOCKING IN FIRST FLOOR BATHROOMS FOR FUTURE GRAB BARS. SEE DETAILS ON SHEET 6.
- DOORS: ALL FIRST FLOOR DOORS SHALL BE A MINIMUM OF 3'-0" TO PROVIDE A NOMINAL CLEAR OPENING OF 34".
- LUMBER FOR JOISTS, HEADERS, RAFTERS, AND OTHER STRUCTURAL FRAMING, SPF #1/#2 OR BETTER. ALL TOP PLATES FOR ROOF TRUSS BEARING TO BE SPF #1/#2 EXCEPT AT LOWER GARAGE ROOF GIRDER BEARING AND SECOND FLOOR BUMP-OUT GIRDER BEARING S. YELLOW PINE ALL OTHER LUMBER - SPF STUD GRADE OR BETTER.
- ALL WALLS BETWEEN UNITS SHALL BE ONE HOUR FIRE RATED.
- EXTERIOR SHEATHING TO BE 3/8" OSB SHEATHING
- AT ALL FIRST FLOOR WINDOWS ONLY INSTALL 2X4 PLATE BOTTOM OF HEADERS
- HEADERS MADE UP OF MULTIPLE PLIES OF LUMBER SHALL BE FULL LENGTH CONTINUOUS BETWEEN POSTS. SPLICES OF PLIES BETWEEN POSTS ARE NOT PERMITTED.
- PROVIDE MINIMUM DOUBLE STUD POST AT EACH END OF ALL WINDOW HEADERS AND GIRDER TRUSS BEARING PROVIDE MIN. 3 STUD POSTS
- PROVIDE SOLID BLOCKING IN THE FIRST FLOOR TRUSS SPACE BETWEEN POSTS ON THE SECOND FLOOR AND POSTS ON THE FIRST FLOOR
- UNDER TUBS AND SHOWERS AT RSECOND FLOOR INSTALL 1/2" APA RATED OSB SHEATHING PER APA SPEC PR-108 PER UL550 SYSTEM 1
- AC SLEEVES ARE 26 1/4"x16 1/4"H. BEDROOM S ARE 42" ABOVE FLOOR TO SILL. LIVING ROOM IS 3" BELOW WINDOW TO TOP.

- FRAMER TO ATTACH EXTERIOR TREATED WALL BASE PLATES WITH DRILLED IN ANCHOR BOLTS LOCATED 48" O.C. AND 12" FROM EACH END. WITH 1/2" DIA. x 5" SILL BOLTS (2 1/4" MIN. EMBEDMENT INTO CONCRETE) ATTACH INTERIOR TREATED WALL BASE PLATES AT SHORT PARTY WALLS (SHEAR WALLS) WITH ANCHOR BOLTS 48" O.C. AND 12" FROM EACH END. WITH 1/2" DIA. x 5" SILL BOLTS (2 1/4" MIN. EMBEDMENT INTO CONCRETE). MINIMUM TWO ANCHOR BOLTS PER ANY LENGTH OF PLATE.
- THE FOLLOWING IS A SCHEDULE FOR FASTENING GYPSUM BOARD AT SUPPORTED PANEL EDGES AND FIELD OF PANELS:

FIRST FLOOR CEILINGS 8" O.C. OVER CHANNELS @ 12" O.C.

2ND FLOOR CEILINGS 10" O.C.

WALL FASTENER SPACING SHALL BE AS SHOWN BELOW



6 1hr Partition Separation Wall Detail
SCALE: 1/1" = 1'-0"

NOTES: FIRE ALARM SYSTEM

- EACH LIVING UNIT SHALL HAVE A FIRE ALARM STATION LOCATED AT THE EXIT OF THE UNIT AND A HORN LOCATED IN THE HALL BY THE BEDROOMS.
- ALL SMOKE DETECTORS SHALL BE DIRECTLY AND PERMANENTLY WIRED TO A PROPER UNSWITCHED CIRCUIT AND BE PROVIDED WITH A BACKUP POWER SOURCE.
- SMOKE DETECTORS SHALL BE LOCATED IN HALL 6'-0" FROM BEDROOM DOOR AND IN EACH BEDROOM.
- SMOKE DETECTORS SHALL BE LOCATED IN THE UTILITY ROOM AND SHALL BE WIRED TO AN UNSWITCHED CIRCUIT WITH EMERGENCY POWER BACKUP.

- SD SMOKE ALARM
- EH FIRE ALARM HORN
- ES FIRE ALARM PULL STATION
- SD COMBO SMOKE/CARBON MONOXIDE DETECTOR

NOTE: ADA REQUIRED TYPE A UNITS SHALL TOTAL 1 UNIT WHEN ENTIRE DEVELOPMENT IS COMPLETE PER IBC TABLE 1107.6.1.1. SEE SHEETS A701 & A702 FOR TYPE "A" DETAILS & REQUIREMENTS.

TYPE	DESIGN	DESCRIPTION
1		SEPARATION WALL 1 HOUR FIRE RATED PARTITION UL DES U 305 2x4 or 2x6 STUDS @ 16" O.C., WITH BATT INSULATION TO CEILING, INSTALL 5/8" TYPE "X" GYP. BD. FULL HGT. EACH SIDE
2		TYPICAL INTERIOR PARTITION WALL 2x4 STUDS @ 16" O.C., (WITH BATT INSULATION-VERIFY W/OWNER) TO CEILING, INSTALL 1/2" GYP. BD. FULL HGT. EA. SIDE TYP. (MRGB ON ALL SIDES OF WALLS EXPOSED TO BATHS) (2x6 STUDS FOR PLUMBING WALLS)
3		TYPICAL INTERIOR PARTITION WALL 2x6 STUDS @ 16" O.C., WITH BATT INSULATION, TO CEILING, INSTALL 1/2" GYP. BOARD FULL HGT. EA. SIDE TYP. MRGB ON INT. SIDE OF BATHS
4		SEPARATION WALL 1 HOUR FIRE RATED BARRIER UL DES U 305 2x4 or 2x6 STUDS @ 16" O.C., w/ R19 BATT INSULATION INSTALL 5/8" TYPE "X" GYP. BD. FULL HGT. EACH SIDE TO UNDERSIDE OF FLOOR TRUSSES
5		TYPICAL EXTERIOR WALL W/BRICK VENEER 2x6 STUDS @ 16" O.C., WITH R19 BATT INSULATION, INSTALL 1/2" GYP. BD. FULL HGT. INTERIOR SIDE OF WALL. 4 MIL VAPOR BARRIER, EXTERIOR: 4" BRICK VENEER, 7/8" AIR SPACE TYP. BUILDING WRAP ON 1/2" A.P.A. RATED O.S.B. SHEATHING ON STUDS (USE 2x4 STUDS AT EXT. GARAGE WALLS)
6		TYPICAL INTERIOR PARTITION WALL 1/2" SHEETROCK BRAND FIRECODE C CORE GYPSUM PANEL, 2x4 LOAD BEARING STAGGERED WOOD STUD @ 16" O.C., 2x6 PLATE, 5/8" MINERAL WOOL BATT, 1/2" SHEETROCK BRAND FIRECODE C CORE GYPSUM PANEL JOINTS FINISHED, PERIMETER CAULKED-EST. FIRE RATING BASED ON UL DESIGN LOSS AND UL DESIGN U340
7		SEPARATION WALL 1 HOUR FIRE RATED UL DES U 305 2x4 STUDS @ 16" O.C., w/ R19 BATT INSULATION INSTALL 5/8" TYPE "X" GYP. BD. FULL HGT. EACH SIDE TO UNDERSIDE OF FLOOR TRUSSES

CARBON MONOXIDE DETECTOR SHALL BE CONNECTED TO BUILDING POWER SUPPLY AND HAVE BATTERY BACKUP
SMOKE DETECTOR PER INTERNATIONAL BUILDING CODE
EXHAUST FAN TO SWITCH, TYP. ALL BATHS
1 HOUR FIRE RATED WALLS SEE DETAIL FOR CONSTRUCTION
GARAGE DOOR OPENER- VERIFY WITH OWNER
F-1 = 20 MIN. HOUR FIRE DOOR ASSEMBLY WITH SPRING CLOSER HINGES

WALL TYPES & LEGEND	2
NTS	A101

GENERAL NOTES:	
1. ALL DIMENSIONS ARE TO STUD THICKNESS. OVERALL DIMENSIONS ARE TO OUTSIDE OF STUDS.	
2. ALL DIMENSIONS TO BE HELD CLEAR.	
3. INTERIOR DOORS TO BE LOCATED WITHIN 5'-7" OF CORNER TO ALLOW FOR TRIM. UON	
4. MOISTURE RESISTANT GYP. BD. ON ALL WET WALLS WHERE APPROPRIATE.	
5. INSULATE ALL PLUMBING WALLS TYP.	
6. INSTALLATION OF ALL MECHANICAL EQUIPMENT SHALL COMPLY W/IMC CHAPTER 44.	
7. ALL PENETRATIONS THROUGH REQUIRED FIRE-RESISTIVE ASSEMBLIES SHALL BE PROTECTED PER IRC 711 BY THE CONTRACTOR MAKING SAID PENETRATION.	
8. ALL JOINTS INSTALLED IN OR BETWEEN FIRE RESISTANT RATED WALLS, FLOOR OR FLOOR/CEILING ASSEMBLIES AND ROOFS OR ROOF/CEILING ASSEMBLIES SHALL BE PROTECTED BY APPROVED FIRE RESISTANT JOINT SYSTEMS PER IRC 712. GENERAL CONTRACTOR TO SCHEDULE JOINT PROTECTION PRIOR TO INSTALLATION OF FINISHES.	
9. ALL HEATING EQUIPMENT SHALL BE DIRECT VENTING & SEALED COMBUSTION UNITS. U.N.O.	
10. ALL TOILET ROOM FINISHES TO BE IMPERVIOUS TO WATER.	
GENERAL PLAN NOTES:	
-CAKE SHOULD BE TAKEN TO LEAVE EXISTING ITEMS UNDISTURBED AND STILL ACCOMMODATE WORK.	
-EXISTING AREAS TO BE PROTECTED DURING CONSTRUCTION	
-COORDINATE W/ PLUMBING CONTRACTOR FOR ALL UNDER-SLAB PIPING PRIOR TO POURING SLAB.	
-COORDINATE ALL FLOOR FRAMING WITH PLANNED PLUMBING FIXTURES TO ENSURE DRAINS DO NOT HIT FRAMING MEMBERS, BOX OUT FRAMING WHERE NEEDED.	

GENERAL NOTES	3
NTS	A101

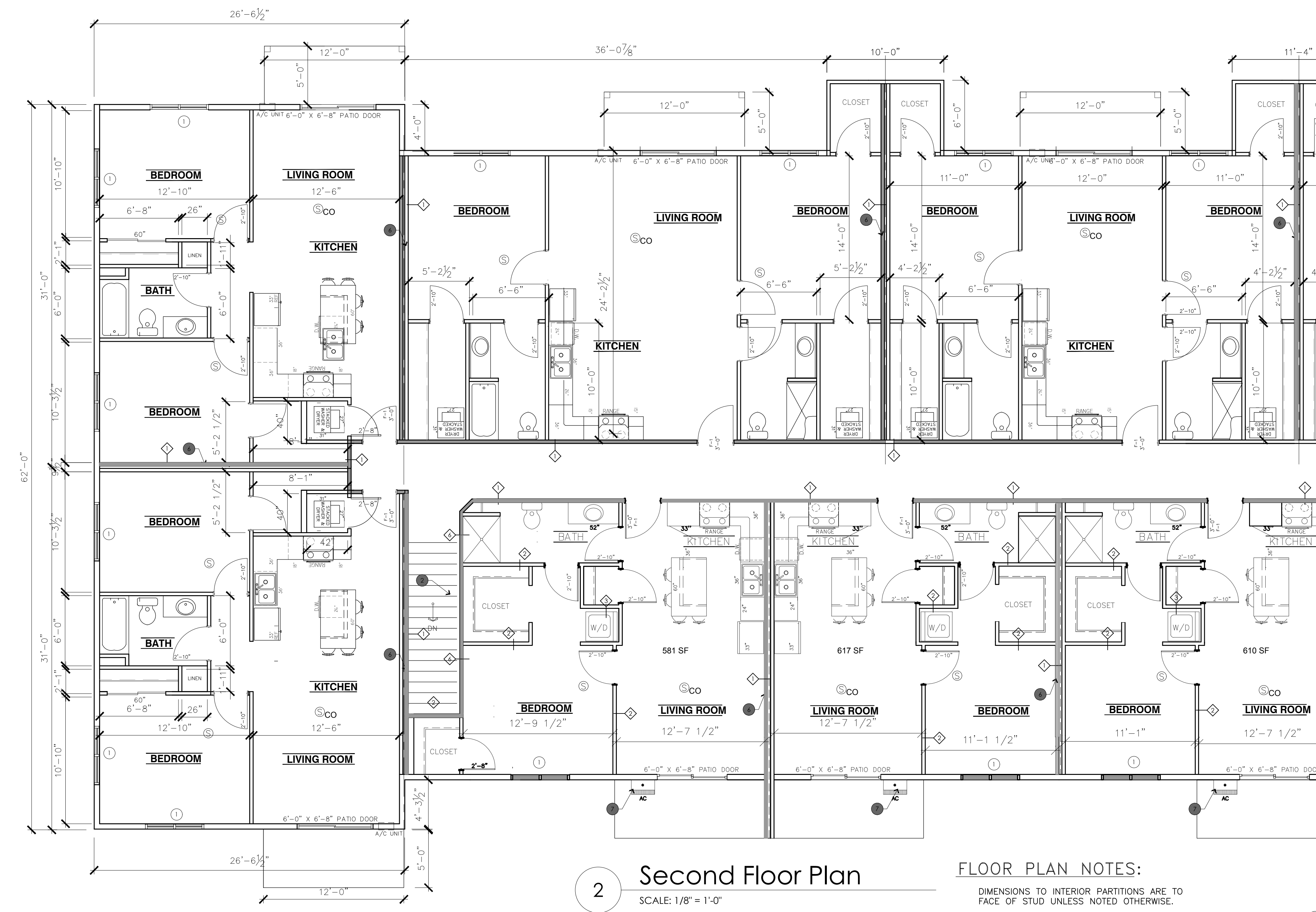
GENERAL PROJECT NOTES:	
-CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES, & STANDARDS. THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING & SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT.	
-HVAC, ELECTRICAL AND PLUMBING ARE TO BE DESIGN BUILD, COMPLYING W/ ALL LOCAL, STATE, & NATIONAL CODES, AND TO BE THE FULL RESPONSIBILITY OF THE CONTRACTOR. THE DESIGNER ASSUMES NO LIABILITY.	
-ALL HEATING EQUIPMENT TO BE SEALED COMBUSTION TYPE & DIRECT VENTING	
-ALL MECHANICAL, HVAC, ELECTRICAL, AND PLUMBING SYSTEMS & ALL EQUIPMENT TO BE MAINTAINED ACCORDING TO MANUFACTURE'S STANDARDS. BUILDING OWNER AND/OR BUILDING OCCUPANTS ASSUME FULL RESPONSIBILITY FOR MAINTENANCE AND OPERATION	
-ALL MATERIALS, DETAILS, & INSTALLATION, SHALL BE IN ACCORDANCE WITH THE MANUFACTURES STANDARDS AND SPECIFICATIONS.	
-ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR LIMITING THE ACCUMULATION OF WASTE MATERIALS AND RUBBISH. WASTE MATERIALS SHALL BE REMOVED FROM THE PREMISES DAILY.	
-DIMENSIONS ARE TO BE FIELD VERIFIED & ADJUSTED ACCORDINGLY. THE DESIGNER SHALL BE NOTIFIED OF ANY VARIANCES BEFORE CONTRACTOR BEGINS OR PROCEEDS WORK.	
-ALL DIMENSIONS ARE FROM ACTUAL FINISHED SURFACES. UON ON THE PLAN.	
ALLOWANCES SHALL BE MADE FOR FLOOR & WALL FINISHES.	

GENERAL PLAN NOTES	4
NTS	A101

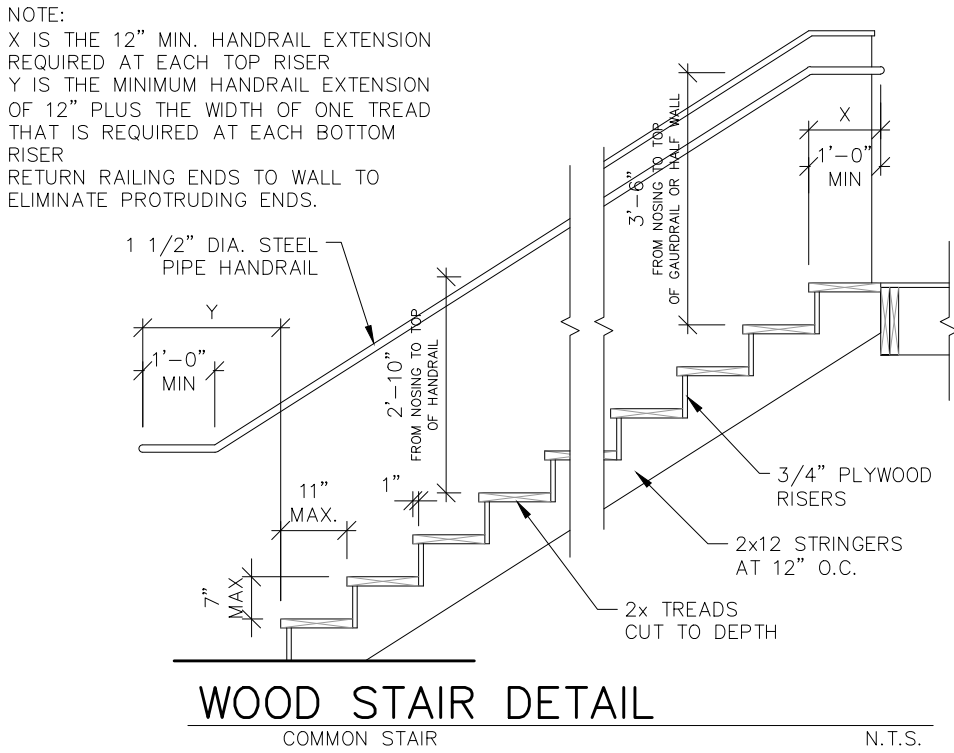
- 4" THICK CONC. FLOOR W/ #10/#10, 6X6 W.W.M ON 8" COMPACTED GRANULAR FILL. SITE VERIFY FLOOR DRAIN PLACEMENT WITH OWNER PRIOR TO POURING FLOOR.
- WOOD STAIR W/ 7 1/2" MAX RISE WITH 10" TREADS MIN 1 1/2" DIA. HANDRAIL AT 36" HIGH ABOVE NOSING.
- 4" THICK CONC. SLAB W/ #10/#10, 6X6 W.W.M ON 8" COMPACTED GRANULAR FILL. SITE VERIFY PLACEMENT WITH OWNER PRIOR TO POURING SLAB. PITCH OUT.
- 16" X 16" STONE PIER AROUND TREATED WOOD POST- COMPOSITE BOARD FINISH SEE ELEVATIONS & STRUCTURAL
- 22" X 36" ATTIC ACCESS PANEL TYP. INSTALL IN BETWEEN TRUSSES-VERIFY EXACT LOCATION ON SITE.
- PARTY WALL- SEE DETAIL FOR UNIT SEPARATION WALL
- AC UNIT- VERIFY ACTUAL PLACEMENT WITH OWNER PRIOR TO CONSTRUCTION
- WALL NICHE- VERIFY WITH OWNER FOR SIZE AND DETAIL
- PRE-MANUFACTURED ELECTRIC FIREPLACE UNIT
- CATHEDRAL CEILINGS IN SECOND FLOOR UNITS- VERIFY WITH OWNER FOR PITCH
- TREATED WOOD DECK- WITH PLASTIC DECKING AND VINYL GUARDRAILS. VERIFY WITH OWNER. SEE STRUCTURAL FOR DETAILS AND CONSTRUCTION
- 1HR FIRE BARRIER - SEE DETAIL FOR UNIT SEPARATION
- ADD BLOCKING & FASTEN SHEETROCK @ 4" O.C.

KEYED NOTES	5
(THESE NOTES ARE SIMILAR FOR ALL UNITS)	A101

WINDOW SCHEDULE			
WINDOW MARK	SIZE	SILL ELEVATION	REMARKS
1	5'W X 4'H	TBD	SLIDER /DOUBLE PANE, TINTED, LOW-E
2	3'W X 4'H	TBD	SLIDER /DOUBLE PANE, TINTED, LOW-E
-	-	-	-



2 Second Floor Plan
SCALE: 1/8" = 1'-0"



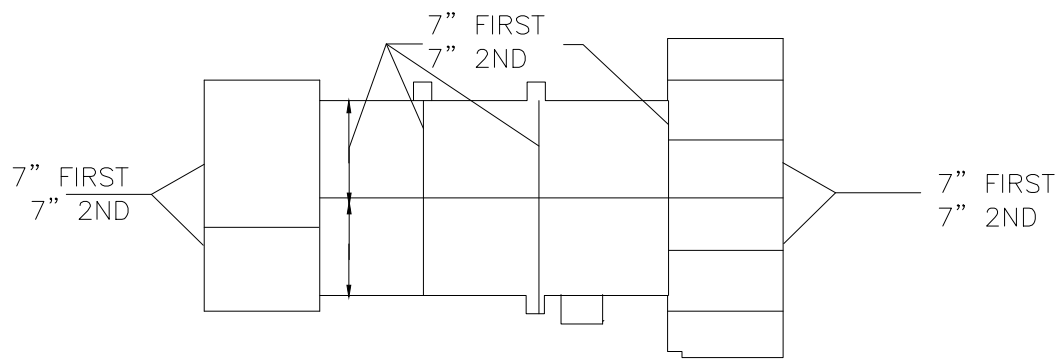
NOTES:

- STAIR HANDRAILS: TO BE DESIGNED TO WITHSTAND 200# LOAD APPLIED IN ANY DIRECTION. PROVIDE BRACKETS AT 32"O.C. -6 TOTAL. PROVIDE 2X12 BLOCKING AT TOP AND BOTTOM RISER.
- ATTIC ACCESS: EACH ATTIC COMPARTMENT FROM (1) 2ND FLOOR APARTMENT UNIT SHALL HAVE AN 20"x30" ATTIC PANEL. LOCATE ON DRIVE SIDE OF BUILDING. SEE DETAIL 1/2
- ALL 2ND FLOOR ELECTRIC WATER HEATERS AND WASHERS SHALL BE PROVIDED WITH AN OVERFLOW PAN WITH DRAIN TO PREVENT DISCHARGE WATER FROM FLOWING INTO UNIT.
- ALL WALLS BETWEEN UNITS SHALL BE 1HR FIRE RATED.
- PLUMBER TO INSTALL 5/8" TYPE X GYP. BD. ON BOTTOM OF FLOOR SHEATHING BELOW ANY HOLE CUT OUT AT TUB/SH. BEFORE RUNNING DRAIN LINE THRU FLOOR AND FIRE CAULK OPENING.
- PORCHES: ALL LUMBER USED IN THE CONSTRUCTION OF THE 2ND FLOOR DECKS SHALL BE TREATED ,DECAY RESISTANT LUMBER. DECK CONSTRUCTION SHALL HAVE MIN. LIVE LOAD OF 100#PSF.. ALL PORCH RAILINGS SHALL HAVE A HEIGHT OF 42" FROM DECK. RAILINGS SHALL BE CONSTRUCTED SO AN 4" OBJECT CANNOT PASS THRU RAILINGS. HANDRAILS AND GUARDRAILS TO BE DESIGNED FOR 200# LOAD APPLIED IN ANY DIRECTION.
- AC SLEEVES TO BE 26 1/2" X 16 1/2"H R.O. 1ST FLOOR ARE 42" A.F.F.. 2ND FLOOR TOP OF SLEEVE IS WINDOW HEADER HT.
- BEFORE INSTALLING 3/8" GYP. BD. BEHIND TUB SHOWERS INSTALL 3 1/2" BATT INSUL. AT SHOWERS AT CORNER UNITS INSTALL R-13 BATTS & 4MIL V.B..
- UNDER TUBS AND SHOWERS AT 2ND FLOOR INSTALL 1 3/2" APA RATED OSB SHEATHING PER APA SPEC PR-108 PER UL L550 SYSTEM 1
- FIRE WALL PENETRATIONS: NO OPENINGS AROUND PIPE, ELECTRICAL BOXES, CONDUITS, DUCTS, OR OTHER PENETRATING ITEMS THROUGH A FIRE PROTECTIVE MEMBRANE(WHICH IS GYP. BD. OR FLOOR SHEATHING) SHALL BE MORE THAN 1/8". IF MORE THAN 1/8" ALL OPENINGS MUST BE SEALED WITH FIRE STOP PRODUCT OR DEVICE THAT IS TESTED AND LISTED BY AN APPROVED TESTING LAB UNDER ASTM E814. IN FIRE WALLS ELECTRICAL BOXES MUST BE CLASSIFIED FOR FIRE RESIST. OR METALLIC OUTLET BOXES THAT ARE LISTED BY AN APPROVED RTESTING LAB. BOXES MUST NOT BE MORE THAN 16 SQ. INCHES, DO NOT INSTALL ON OPPOSITE SIDES OF WALLS, SPACE 24" MIN. HORIZ. . TOTAL AGGREGATE WIDTH OF ALL SUCH OPENINGS SHALL NOT EXCEED 100 SQ.IN IN 100 SQ.FT. DUCT OPENING LARGER THAN 20 SQ.IN. SHALL BE PROTECTED WITH FIRE DAMPER OR 6' OF CONT. STEEL DUCTWORK FROM THE MEMBRANE PENETRATION TOWARD THE AIR HANDLING UNIT.

- THE FOLLOWING IS A SCHEDULE FOR FASTENING GYPSUM BOARD AT SUPPORTED PANEL EDGES AND FIELD OF PANELS:

FIRST FLOOR CEILINGS 8" O.C. OVER CHANNELS @ 12" O.C.
2ND FLOOR CEILINGS 10" O.C.

WALL FASTENER SPACING SHALL BE AS SHOWN BELOW



FLOOR PLAN NOTES:

DIMENSIONS TO INTERIOR PARTITIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.

HANDICAP ACCESSIBILITY NOTE:

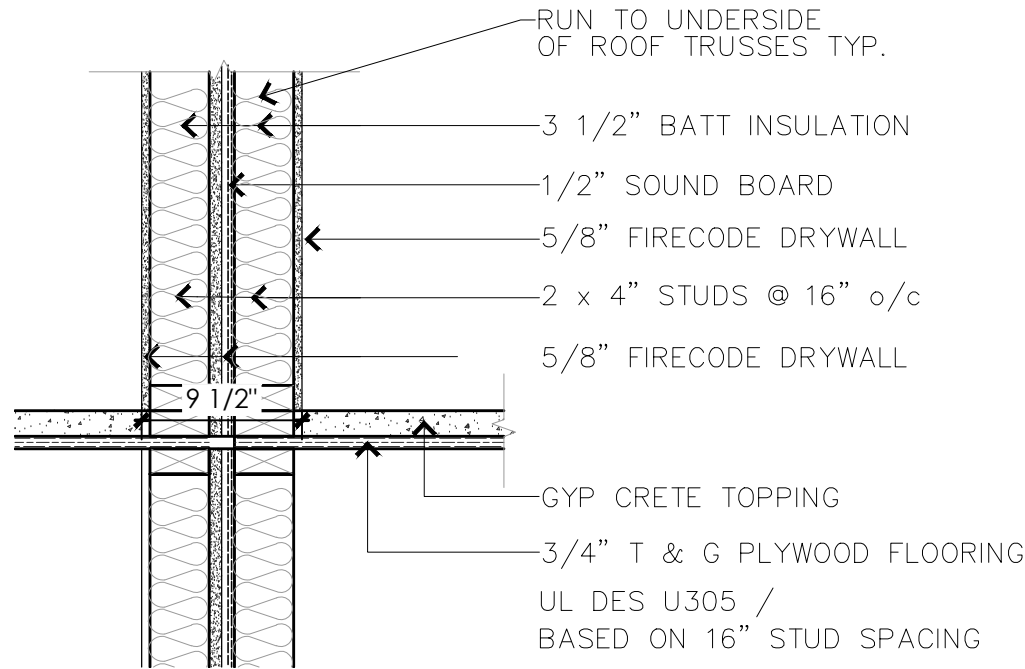
ALL FIRST FLOOR UNITS TO BE ACCESSIBLE PER FEDERAL FAIR HOUSING ACT.

MIN. DOOR SIZE IN EACH INDIVIDUAL UNIT 2'-10" WIDE

MIN. DOOR SIZE IN COMMON AREAS 3'-0" WIDE

MAX. HEIGHT 48"-FOR ALL SWITCHES &/or CONTROLS
OUTLETS NO LOWER THAN 15" FROM FLOOR

PROVIDE BLOCKING AT ALL LOCATIONS REQUIRED FOR FUTURE GRAB BARS



6 1hr Partition Separation Wall Detail
SCALE: 1/1" = 1'-0"

NOTES: FIRE ALARM SYSTEM

- EACH LIVING UNIT SHALL HAVE A FIRE ALARM STATION LOCATED AT THE EXIT OF THE UNIT AND A HORN LOCATED IN THE HALL BY THE BEDROOMS.
- ALL SMOKE DETECTORS SHALL BE DIRECTLY AND PERMANENTLY WIRED TO A PROPER UNSWITCHED CIRCUIT AND BE PROVIDED WITH A BACKUP POWER SOURCE.
- SMOKE DETECTORS SHALL BE LOCATED IN HALL 6'-0" FROM BEDROOM DOOR AND IN EACH BEDROOM.
- SMOKE DETECTORS SHALL BE LOCATED IN THE UTILITY ROOM AND SHALL BE WIRED TO AN UNSWITCHED CIRCUIT WITH EMERGENCY POWER BACKUP.

- SMOKE ALARM
- FIRE ALARM HORN
- FIRE ALARM PULL STATION
- COMBO SMOKE/CARBON MONOXIDE DETECTOR

WALL TYPE	DESIGN	DESCRIPTION
1		SEPARATION WALL 1 HOUR FIRE RATED PARTITION UL DES U-305 2x4 or 2x6 STUDS @ 16" O.C., WITH BATT INSULATION TO CEILING. INSTALL 5/8" TYPE "X" GYP. BD. FULL HGT. EACH SIDE
2		TYPICAL INTERIOR PARTITION WALL 2x4 STUDS @ 16" O.C., WITH BATT INSULATION (VERIFY WITH OWNER) TO CEILING. INSTALL 1/2" GYP. BD. FULL HGT. EA. SIDE TYP. (NRGB ON ALL SIDES OF WALLS EXPOSED TO BATHS) (2x4 STUDS FOR PLUMBING WALLS)
3		TYPICAL INTERIOR PARTITION WALL 2x4 STUDS @ 16" O.C., WITH BATT INSULATION TO CEILING. INSTALL 1/2" GYB. BOARD FULL HGT. EA. SIDE TYP. NRGB ON INT. SIDE OF BATHS
4		SEPARATION WALL 1 HOUR FIRE RATED BARRIER UL DES U-305 2x4 or 2x6 STUDS @ 16" O.C., INSTALL 5/8" TYPE "X" GYP. BD. FULL HGT. EACH SIDE TO UNDERSIDE OF FLOOR TRUSSES
5		TYPICAL EXTERIOR WALL W/BRICK VENEER 2x4 STUDS @ 16" O.C. WITH R-19 BATT INSULATION. INSTALL 1/2" GYP. BD. FULL HGT. INTERIOR SIDE OF WALL. 4 MIL VAPOR BARRIER. EXTERIOR: 4" BRICK VENEER, 7/8" AIR SPACE TYVEK BUILDING WRAP ON 1/2" A.P.A. RATED O.S.B. SHEATHING ON STUDS (USE 2x4 STUDS AT EXT. GARAGE WALLS)
6		TYPICAL INTERIOR PARTITION WALL 1/2" SHEETROCK BRAND FIRECODE C CORE GYPSUM PANEL, 2x4 (CAND. BEARING STAGGERED) WOOD STUD @ 16" O.C., 2x4 PLATE 3/8" MINERAL WOOL BATT, 1/2" SHEETROCK BRAND FIRECODE C CORE GYPSUM PANEL JOINTS FINISHED. PERIMETER CAULKED. EST. FIRE RATING BASED ON UL DESIGN U305 AND UL DESIGN U340
7		SEPARATION WALL 1 HOUR FIRE RATED UL DES U-305 2x4 STUDS @ 16" O.C., W/ R19 BATT INSULATION INSTALL 5/8" TYPE "X" GYP. BD. FULL HGT. EACH SIDE TO UNDERSIDE OF FLOOR TRUSSES

CARBON MONOXIDE DETECTOR SHALL BE CONNECTED TO BUILDING POWER SUPPLY AND HAVE BATTERY BACKUP	
	SMOKE DETECTOR PER INTERNATIONAL BUILDING CODE
	EXHAUST FAN TO SWITCH, TYP. ALL BATHS
	GARAGE DOOR OPENER - VERIFY WITH OWNER
F-1 = 20 MIN. HOUR FIRE DOOR ASSEMBLY WITH SPRING CLOSER HINGES	

WALL TYPES & LEGEND	
NTS	2 A101

GENERAL NOTES:	
1. ALL DIMENSIONS ARE TO STUD THICKNESS. OVERALL DIMENSIONS ARE TO OUTSIDE OF STUDS.	
2. ALL DIMENSIONS TO BE FIELD CLEAR.	
3. INTERIOR DOORS TO BE LOCATED WITHIN 5'-7" OF CORNER TO ALLOW FOR TRIM, UNION	
4. MOISTURE RESISTANT GYP. BD. ON ALL WET WALLS WHERE APPROPRIATE.	
5. INSULATE ALL PLUMBING WALLS - TYP.	
6. INSTALLATION OF ALL MECHANICAL EQUIPMENT SHALL COMPLY W/ IMC CHAPTER 64.	
7. ALL PENETRATIONS THROUGH REQUIRED FIRE-RESISTIVE ASSEMBLIES SHALL BE PROTECTED PER IRC 711 BY THE CONTRACTOR MAKING SAID PENETRATION.	
8. ALL JOINTS INSTALLED IN OR BETWEEN FIRE RESISTANT RATED WALLS, FLOOR OR FLOOR/ CEILING ASSEMBLIES AND ROOFS OR ROOF/ CEILING ASSEMBLIES SHALL BE PROTECTED BY APPROVED FIRE RESISTANT JOINT SYSTEMS PER IRC 712. GENERAL CONTRACTOR TO SCHEDULE JOINT PROTECTION PRIOR TO INSTALLATION OF FINISHES.	
9. ALL HEATING EQUIPMENT SHALL BE DIRECT VENTING & SEALED COMBUSTION UNITS, U.N.O.	
10. ALL TOILET ROOM FINISHES TO BE IMPERVIOUS TO WATER.	
GENERAL PLAN NOTES:	
- CARE SHOULD BE TAKEN TO LEAVE EXISTING ITEMS UNDISTURBED AND STILL ACCOMMODATE WORK. EXISTING AREAS TO BE PROTECTED DURING CONSTRUCTION.	
- COORDINATE W/ PLUMBING CONTRACTOR FOR ALL UNDER-SLAB PIPING PRIOR TO POURING SLAB.	
- COORDINATE ALL FLOOR FRAMING WITH PLANNED PLUMBING FIXTURES TO ENSURE DRAINS DO NOT HIT FRAMING MEMBERS, BOX OUT FRAMING WHERE NEEDED.	

GENERAL NOTES	
NTS	3 A101

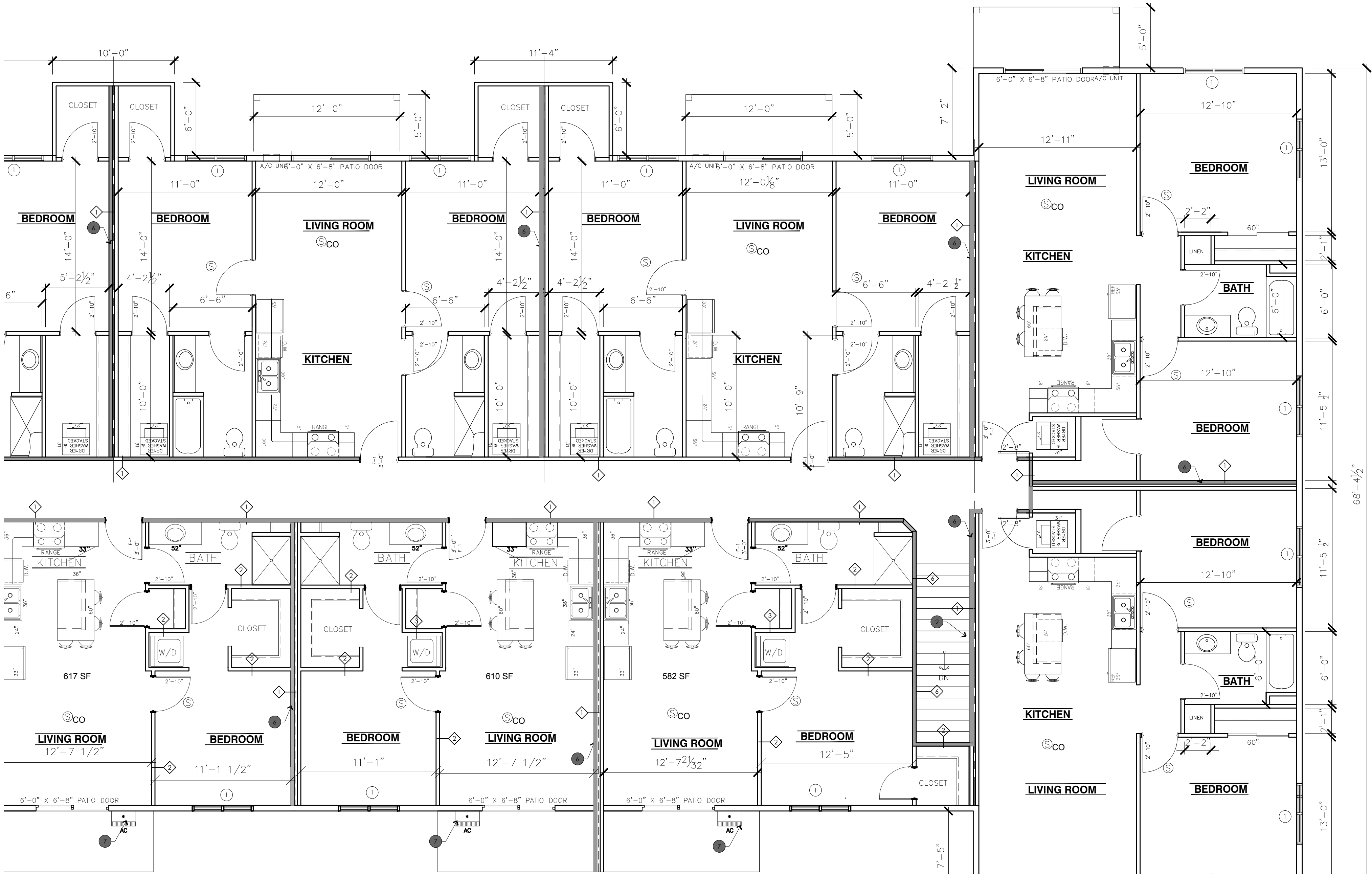
GENERAL PROJECT NOTES:	
- CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES, & STANDARDS. THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING & SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT.	
- HVAC, ELECTRICAL AND PLUMBING ARE TO BE DESIGN BUILD, COMPLYING W/ ALL LOCAL, STATE, & NATIONAL CODES, AND TO BE THE FULL RESPONSIBILITY OF THE CONTRACTOR. THE DESIGNER ASSUMES NO LIABILITY.	
- ALL HEATING EQUIPMENT TO BE SEALED COMBUSTION TYPE & DIRECT VENTING	
- ALL MECHANICAL, HVAC, ELECTRICAL, AND PLUMBING SYSTEMS & ALL EQUIPMENT TO BE MAINTAINED ACCORDING TO MANUFACTURER'S STANDARDS. BUILDING OWNER AND/OR BUILDING OCCUPANTS ASSUME FULL RESPONSIBILITY FOR MAINTENANCE AND OPERATION	
- ALL MATERIALS, DETAILS, & INSTALLATION, SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS AND SPECIFICATIONS.	
- ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR LIMITING THE ACCUMULATION OF WASTE MATERIALS AND RUBBISH. WASTE MATERIALS SHALL BE REMOVED FROM THE PREMISES DAILY.	
- DIMENSIONS ARE TO BE FIELD VERIFIED & ADJUSTED ACCORDINGLY. THE DESIGNER SHALL BE NOTIFIED OF ANY VARIANCES BEFORE CONTRACTOR BEGINS OR PROCEEDS WORK.	
- ALL DIMENSIONS ARE FROM ACTUAL FINISHED SURFACES, UNON ON THE PLAN. ALLOWANCES SHALL BE MADE FOR FLOOR & WALL FINISHES.	

GENERAL PLAN NOTES	
NTS	4 A101

- 4" THICK CONC. FLOOR W/ #10/#10, 6x6 W.W.M ON 8" COMPACTED GRANULAR FILL. SITE VERIFY FLOOR DRAIN PLACEMENT WITH OWNER PRIOR TO POURING FLOOR.
- WOOD STAIR W/ 7 1/2" MAX. RISE WITH 10" TREADS MIN. 1 1/2" DIA. HANDRAIL AT 36" HIGH ABOVE NOSING.
- 4" THICK CONC. SLAB W/ #10/#10, 6x6 W.W.M ON 8" COMPACTED GRANULAR FILL. SITE VERIFY PLACEMENT WITH OWNER PRIOR TO POURING SLAB. PITCH OUT.
- 16" X 16" STONE PIER AROUND TREATED WOOD POST- COMPOSITE BOARD FINISH SEE ELEVATIONS & STRUCTURAL
- 22" X 36" ATTIC ACCESS PANEL TYP. INSTALL IN BETWEEN TRUSSES-VERIFY EXACT LOCATION ON SITE.
- PARTY WALL - SEE DETAIL FOR UNIT SEPARATION WALL
- AC UNIT-VERIFY ACTUAL PLACEMENT WITH OWNER PRIOR TO CONSTRUCTION
- WALL NICHE- VERIFY WITH OWNER FOR SIZE AND DETAIL
- PRE-MANUFACTURED ELECTRIC FIREPLACE UNIT
- CATHEDRAL CEILINGS IN SECOND FLOOR UNITS- VERIFY WITH OWNER FOR PITCH
- TREATED WOOD DECK, WITH PLASTIC DECKING AND VINYL GUARDRAILS. VERIFY WITH OWNER. SEE STRUCTURAL FOR DETAILS AND CONSTRUCTION
- 1HR FIRE BARRIER - SEE DETAIL FOR UNIT SEPARATION
- ADD BLOCKING & FASTEN SHEETROCK @ 4" O.C.

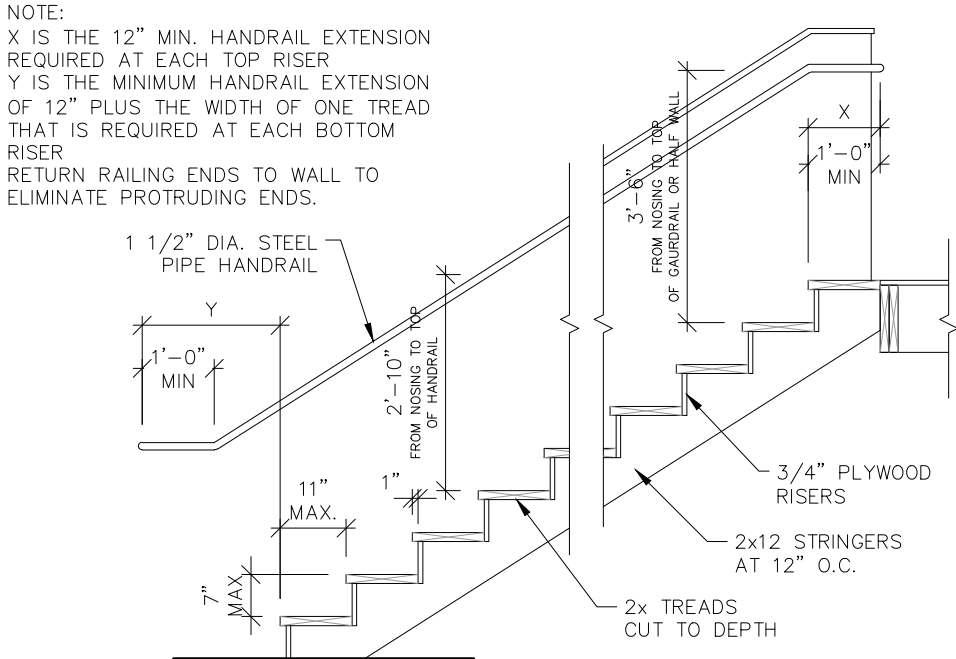
KEYED NOTES	
(THESE NOTES ARE SIMILAR FOR ALL UNITS)	5 A101

WINDOW SCHEDULE			
WINDOW MARK	SIZE	SILL ELEVATION	REMARKS
1	5'W X 4'H	TBD	SLIDER /DOUBLE PANE, TINTED, LOW-E
2	3'W X 4'H	TBD	SLIDER /DOUBLE PANE, TINTED, LOW-E
-	-	-	-



2 Second Floor Plan
SCALE: 1/8" = 1'-0"

FLOOR PLAN NOTES:
DIMENSIONS TO INTERIOR PARTITIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.



WOOD STAIR DETAIL
COMMON STAIR N.T.S.

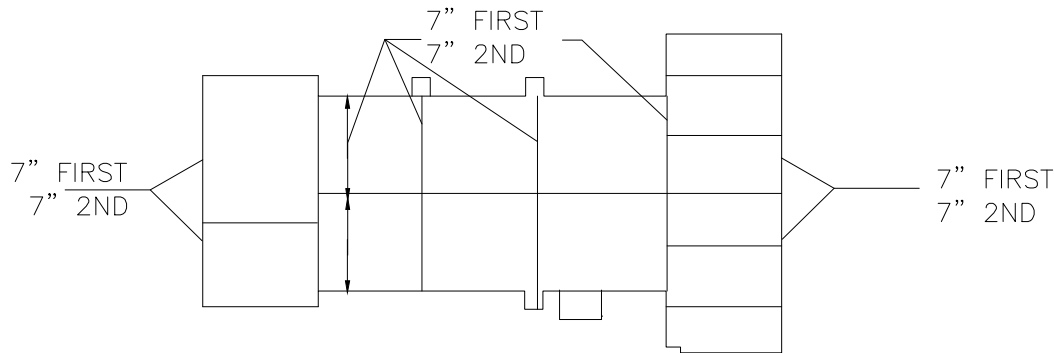
NOTES:

- STAIR HANDRAILS: TO BE DESIGNED TO WITHSTAND 200# LOAD APPLIED IN ANY DIRECTION. PROVIDE BRACKETS AT 32" O.C. - 6 TOTAL. PROVIDE 2X12 BLOCKING AT TOP AND BOTTOM RISER.
- ATTIC ACCESS: EACH ATTIC COMPARTMENT FROM (1) 2ND FLOOR APARTMENT UNIT SHALL HAVE AN 20"x30" ATTIC PANEL. LOCATE ON DRIVE SIDE OF BUILDING. SEE DETAIL 1/2
- ALL 2ND FLOOR ELECTRIC WATER HEATERS AND WASHERS SHALL BE PROVIDED WITH AN OVERFLOW PAN WITH DRAIN TO PREVENT DISCHARGE WATER FROM FLOWING INTO UNIT.
- ALL WALLS BETWEEN UNITS SHALL BE 1HR FIRE RATED.
- PLUMBER TO INSTALL 5/8" TYPE X GYP. BD. ON BOTTOM OF FLOOR SHEATHING BELOW ANY HOLE CUT OUT AT TUB/SH. BEFORE RUNNING DRAIN LINE THRU FLOOR AND FIRE CAULK OPENING.
- PORCHES: ALL LUMBER USED IN THE CONSTRUCTION OF THE 2ND FLOOR DECKS SHALL BE TREATED ,DECAY RESISTANT LUMBER. DECK CONSTRUCTION SHALL HAVE MIN. LIVE LOAD OF 100#PSF.. ALL PORCH RAILINGS SHALL HAVE A HEIGHT OF 42" FROM DECK. RAILINGS SHALL SHALL BE CONSTRUCTED SO AN 4" OBJECT CANNOT PASS THRU RAILINGS. HANDRAILS AND GUARDRAILS TO BE DESIGNED FOR 200# LOAD APPLIED IN ANY DIRECTION.
- AC SLEEVES TO BE 26 1/2" X 16 1/4"H R.O. 1ST FLOOR ARE 42" A.F.F., 2ND FLOOR TOP OF SLEEVE IS WINDOW HEADER HT.
- BEFORE INSTALLING 3/8" GYP. BD. BEHIND TUB SHOWERS INSTALL 3 1/2" BATT INSUL. AT SHOWERS AT CORNER UNITS INSTALL R-13 BATTS & 4MIL V.B..
- UNDER TUBS AND SHOWERS AT 2ND FLOOR INSTALL 1 5/32" APA RATED OSB SHEATHING PER APA SPEC PR-108 PER UL L550 SYSTEM 1
- FIRE WALL PENETRATIONS: NO OPENINGS AROUND PIPE, ELECTRICAL BOXES, CONDUITS, DUCTS, OR OTHER PENETRATING ITEMS THROUGH A FIRE PROTECTIVE MEMBRANE(WHICH IS GYP. BD. OR FLOOR SHEATHING) SHALL BE MORE THAN 1/8". IF MORE THAN 1/8" ALL OPENINGS MUST BE SEALED WITH FIRE STOP PRODUCT OR DEVICE THAT IS TESTED AND LISTED BY AN APPROVED TESTING LAB UNDER ASTM E814. IN FIRE WALLS ELECTRICAL BOXES MUST BE CLASSIFIED FOR FIRE RESIST. OR METALLIC OUTLET BOXES THAT ARE LISTED BY AN APPROVED RTESTING LAB. BOXES MUST NOT BE MORE THAN 16 SQ. INCHES. DO NOT INSTALL ON OPPOSITE SIDES OF WALLS, SPACE 24" MIN. HORIZ. . TOTAL AGGREGATE WIDTH OF ALL SUCH OPENINGS SHALL NOT EXCEED 100 SQ.IN IN 100 SQ.FT. DUCT OPENING LARGER THAN 20 SQ.IN. SHALL BE PROTECTED WITH FIRE DAMPER OR 6' OF CONT. STEEL DUCTWORK FROM THE MEMBRANE PENETRATION TOWARD THE AIR HANDLING UNIT.

- THE FOLLOWING IS A SCHEDULE FOR FASTENING GYPSUM BOARD AT SUPPORTED PANEL EDGES AND FIELD OF PANELS:

FIRST FLOOR CEILINGS 8" O.C. OVER CHANNELS @ 12" O.C.
2ND FLOOR CEILINGS 10" O.C.

WALL FASTENER SPACING SHALL BE AS SHOWN BELOW



HANDICAP ACCESSIBILITY NOTE:

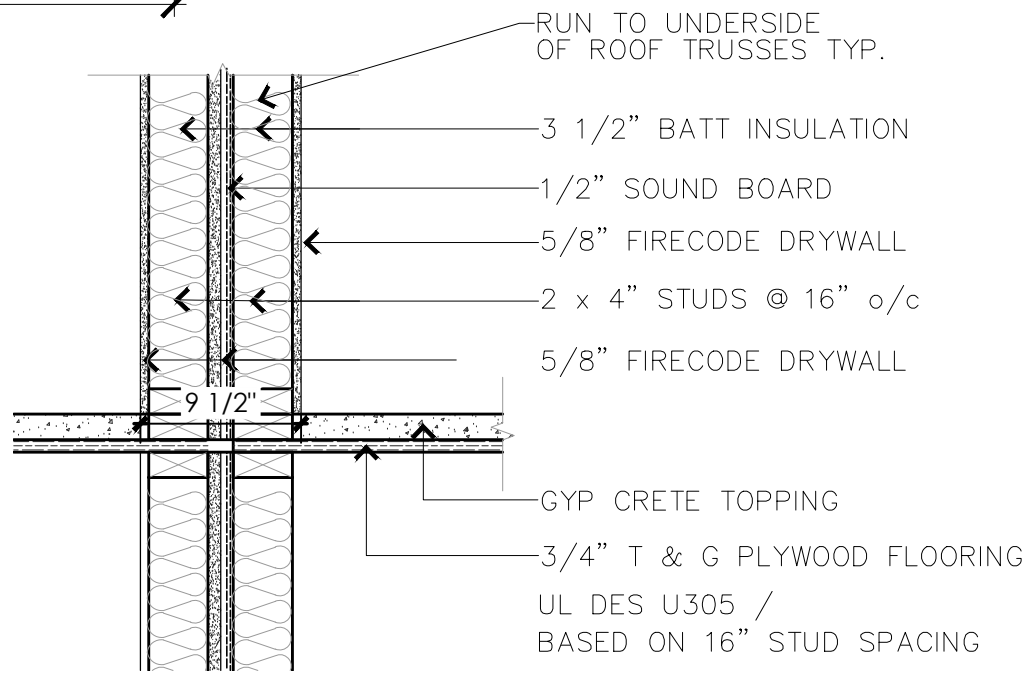
ALL FIRST FLOOR UNITS TO BE ACCESSIBLE PER FEDERAL FAIR HOUSING ACT.

MIN. DOOR SIZE IN EACH INDIVIDUAL UNIT 2'-10" WIDE

MIN. DOOR SIZE IN COMMON AREAS 3'-0" WIDE

MAX. HEIGHT 48"-FOR ALL SWITCHES &/or CONTROLS OUTLETS NO LOWER THAN 15" FROM FLOOR

PROVIDE BLOCKING AT ALL LOCATIONS REQUIRED FOR FUTURE GRAB BARS



6 1hr Partition Separation Wall Detail
SCALE: 1/1" = 1'-0"

NOTES: FIRE ALARM SYSTEM

- EACH LIVING UNIT SHALL HAVE A FIRE ALARM STATION LOCATED AT THE EXIT OF THE UNIT AND A HORN LOCATED IN THE HALL BY THE BEDROOMS.
- ALL SMOKE DETECTORS SHALL BE DIRECTLY AND PERMANENTLY WIRED TO A PROPER UNSWITCHED CIRCUIT AND BE PROVIDED WITH A BACKUP POWER SOURCE.
- SMOKE DETECTORS SHALL BE LOCATED IN HALL 6'-0" FROM BEDROOM DOOR AND IN EACH BEDROOM.
- SMOKE DETECTORS SHALL BE LOCATED IN THE UTILITY ROOM AND SHALL BE WIRED TO AN UNSWITCHED CIRCUIT WITH EMERGENCY POWER BACKUP.

- SMOKE ALARM
- FIRE ALARM HORN
- FIRE ALARM PULL STATION
- COMBO SMOKE/CARBON MONOXIDE DETECTOR



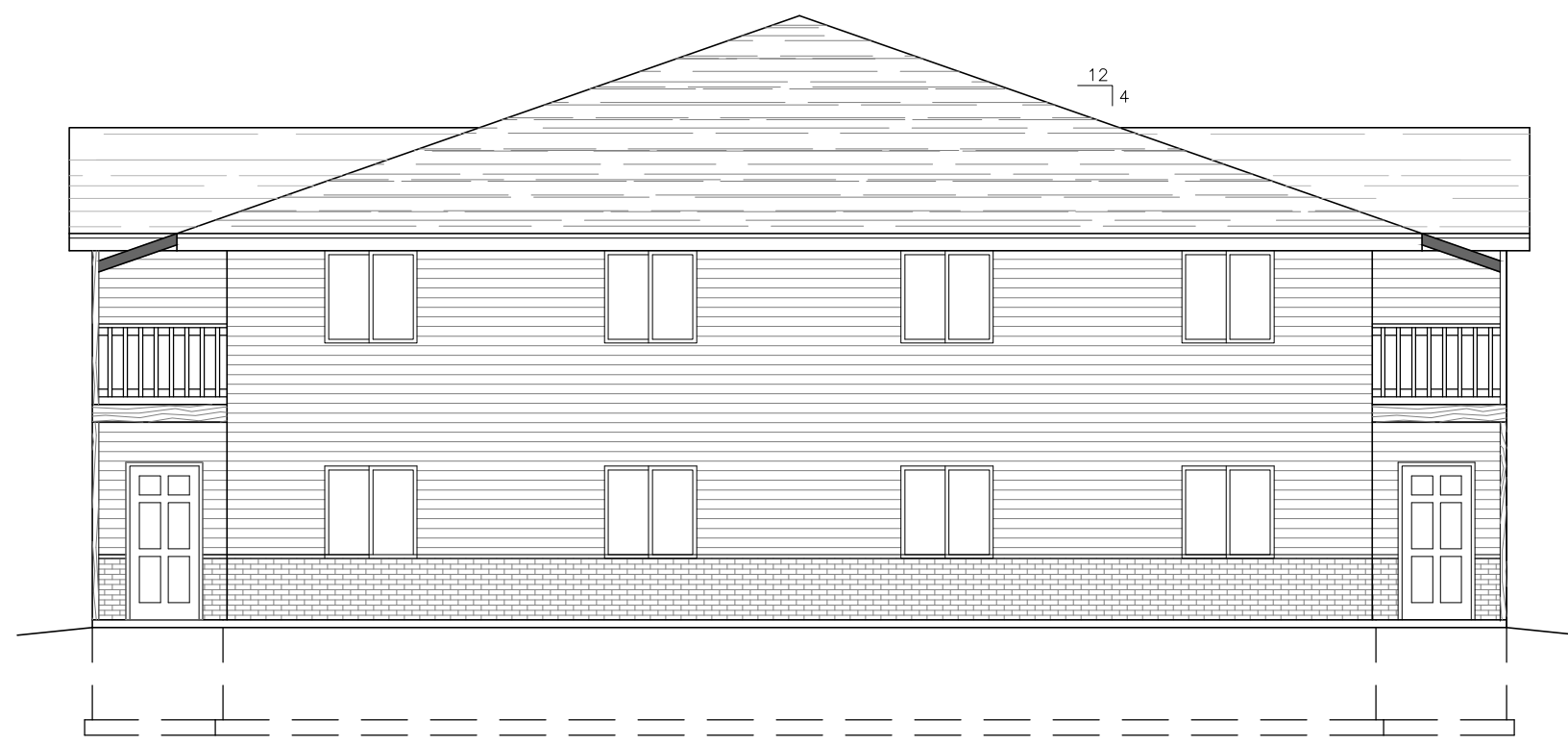
1 FRONT ELEVATION
SCALE: 3/16" = 1'-0"



2 BACK ELEVATION
SCALE: 3/16" = 1'-0"

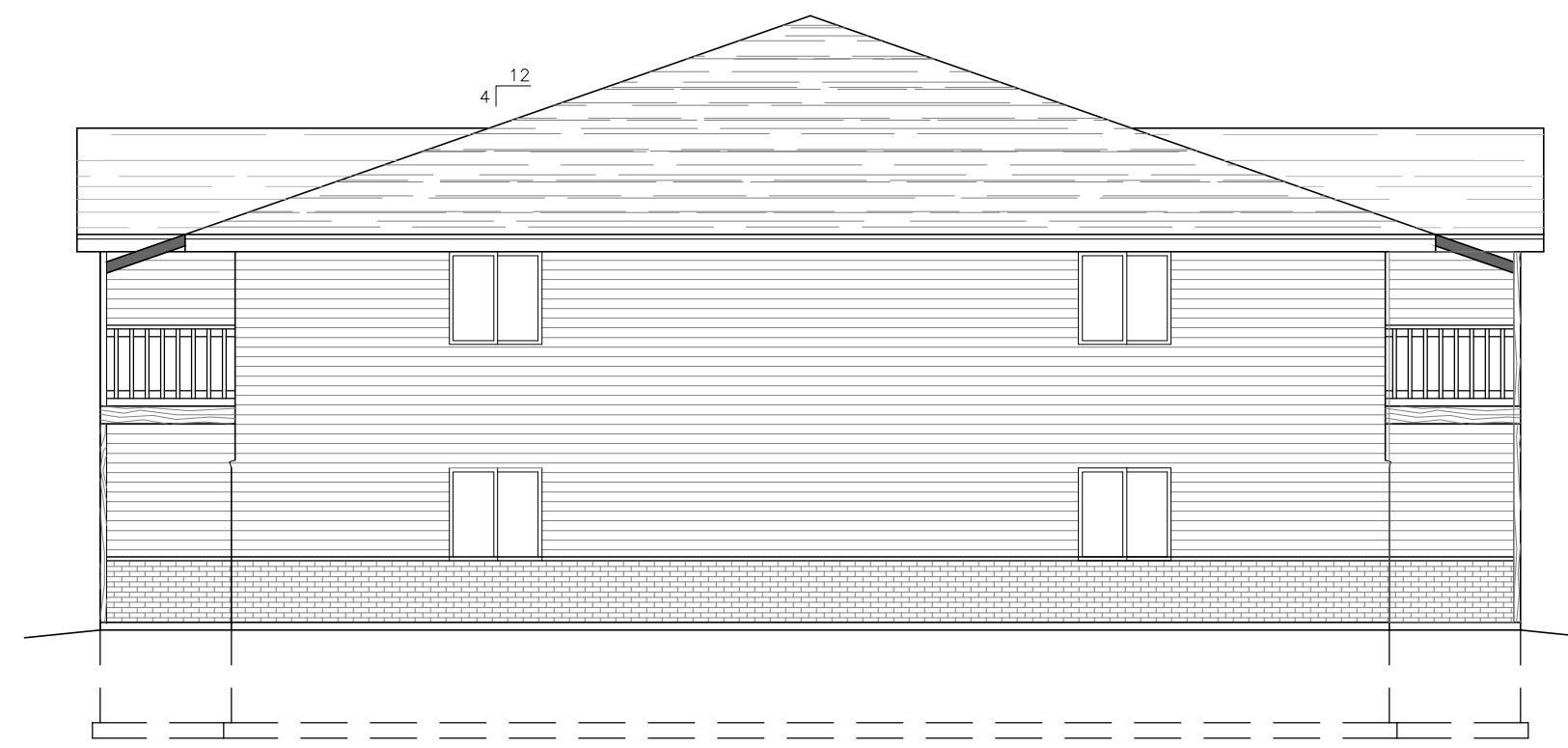


3 SIDE ELEVATION
SCALE: 3/16" = 1'-0"



SIDE ELEVATION

SCALE: 1/8" = 1'-0"



SIDE ELEVATION

SCALE: 1/8" = 1'-0"

17'-7 1/2"
TRUSS BEARING

9'-7 1/2"
SECOND FLOOR

0'-0"
FIRST FLOOR

-4'-0"
TOP OF FOOTING



REAR ELEVATION

SCALE: 1/8" = 1'-0"

17'-7 1/2"
TRUSS BEARING

9'-7 1/2"
SECOND FLOOR

0'-0"
FIRST FLOOR

-4'-0"
TOP OF FOOTING



FRONT ELEVATION 904 SQ.FT. - BRICK

SCALE: 1/8" = 1'-0"

17'-7 1/2"
TRUSS BEARING

9'-7 1/2"
SECOND FLOOR

0'-0"
FIRST FLOOR

-4'-0"
TOP OF FOOTING

NOTE:
ALTHOUGH EVERY
EFFORT HAS BEEN MADE
IN PREPARING THESE
PLANS AND CHECKING
THEM FOR ACCURACY,
THE CONTRACTOR MUST
CHECK ALL DETAILS &
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8 UNIT APARTMENT
MOSKI DEVELOPMENT
BELLEVUE , WI

BAY ARCHITECTS, L L C

3019 HOLMGREN WAY
GREEN BAY, WI 54304

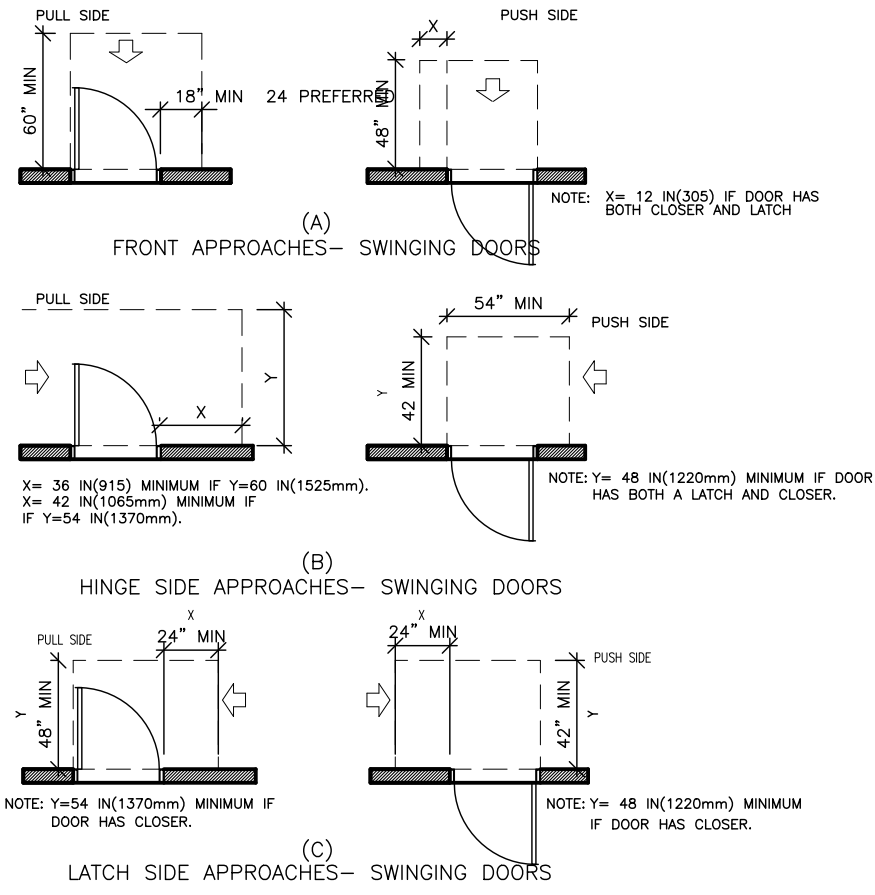
DVLCAD@TDS.NET
PHONE: 920-337-9400
FAX: 920-337-9416

DATE 4-8-14

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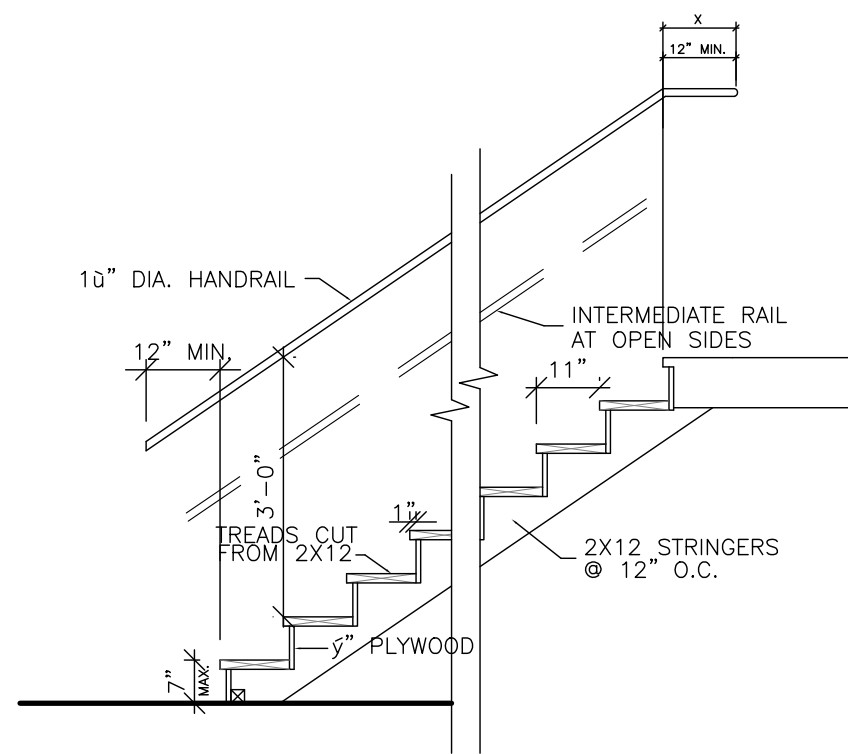
5



NOTE: ALL DOORS IN ABOVE SHALL COMPLY WITH THE CLEARANCE FOR FRONT APPROACHES

MANEUVERING CLEARANCES AT DOORS

NOTE: ALL DOOR HANDLES SHALL BE LEVER OR LOOP TYPE



NOTE:
X IS THE 12 IN. MINIMUM HANDRAIL EXTENSION REQUIRED
AT EACH TOP RISER.
RETURN RAILING ENDS TO WALL TO ELIMINATE PROTRUDING ENDS.

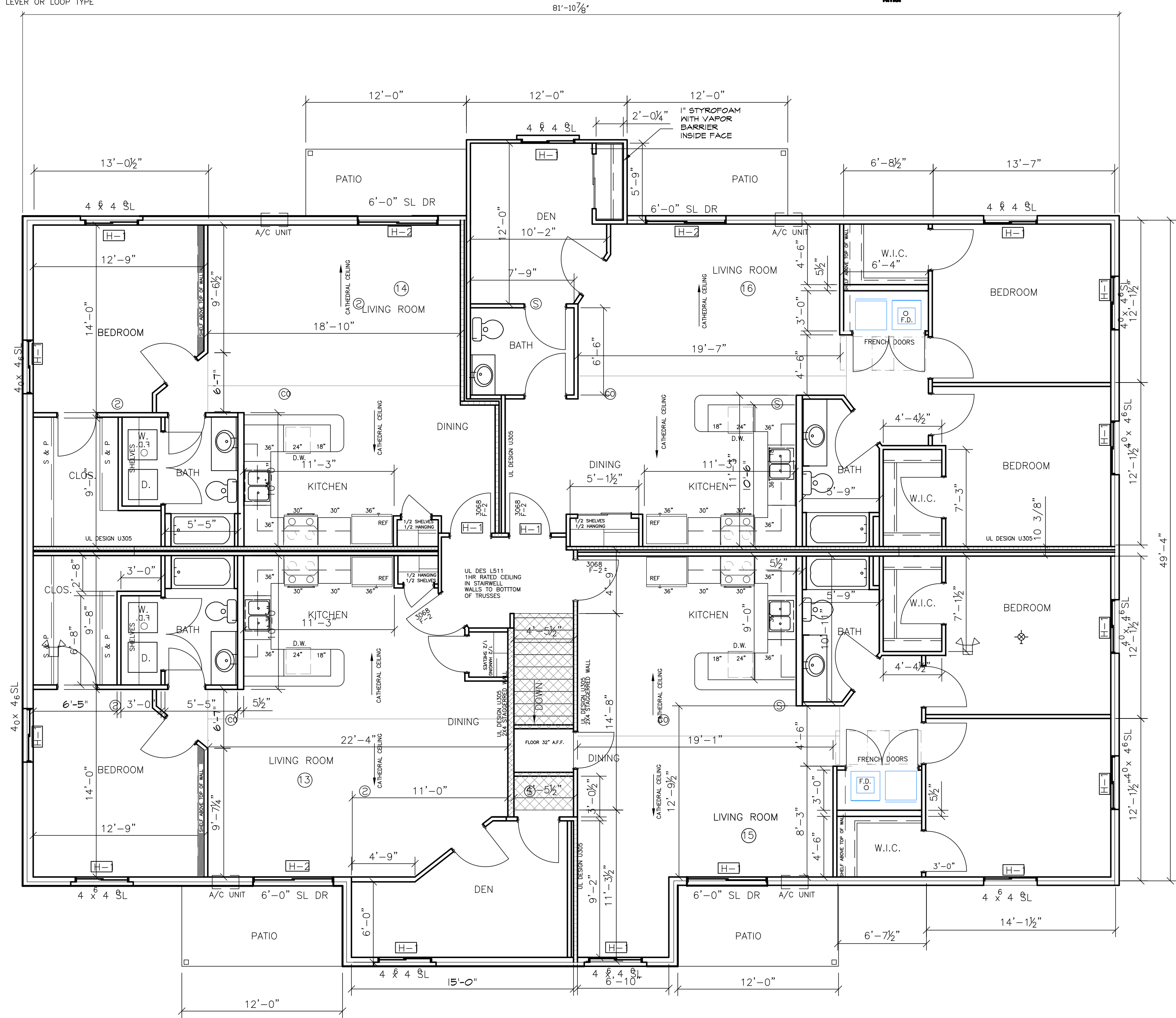
STAIR DETAIL

SYMBOLS

- EXHAUST FAN
- EXIT LIGHT
- C/O DETECTOR
- SMOKE DETECTOR
- MANUAL FIRE ALARM
- FIRE ALARM HORN
- F-1 20 MIN. FIRE DOOR & FR. w/ CLOSER
- F-2 1 HR. FIRE DOOR & FR. w/ CLOSER
- EMERGENCY LIGHT

MATERIALS

- FACE BRICK
- CONCRETE BLOCK
- CONCRETE
- 2X4 STUDS 16"o/c w/ 1/2" DRYWALL INTERIOR WALLS WITHIN UNITS
- UNIT SEPARATION WALL- 5/8" FIRECODE SHEETROCK EA. SIDE w/ (2x4) (2 x 6) STUDS REQUIRED BETWEEN ALL UNITS AND UNITS, UNITS AND CORRIDORS, UNITS & COMMON AREAS U.L. DES U 305 ONE HOUR RATED



SECOND FLOOR PLAN-A - 4251 SQ. FT.

SCALE: 3/8" = 1'-0"

HEADER SCHEDULE				
HEADER	SIZE	SHOULDER STUDS	KING STUDS	COMMENTS
H-1	(2) 2x8 S.P.F. #1/#2	(2) 2 x 6	(1) 2 x 6	(1)
H-2	(2) 2"x10 SPF #1,2	(2) 2 x 6	(1) 2 x 6	(1)
H-3	(3) 2X10 SPF #1,2			
H-4	(2) 1 3/4"x12" LVL	(2) 2 x 6	(1) 2 x 6	1.9e LVL (1)
H-5	(3) 2X12 SPF #1,2	(2) 2 x 6	(1) 2 x 6	(1)
H-6	(3) 1 3/4"x14" LVL	(2) 2 x 6	(1) 2 x 6	1.9e LVL (1)

NOTES

1. FASTEN TO KING STUD w/ (8) 12d NAILS

NOTE:
ALTHOUGH EVERY
EFFORT HAS BEEN MADE
IN PREPARING THESE
PLANS AND CHECKING
THEM FOR ACCURACY,
THE CONTRACTOR MUST
CHECK ALL DETAILS &
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8 UNIT APARTMENT
MOSKI DEVELOPMENT
BELLEVUE , WI

BAY ARCHITECTS, L L C

3019 HOLMGREN WAY
GREEN BAY, WI 54304

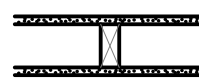
PHONE: 920-331-9400
FAX: 920-331-9416

DATE 1-24-14

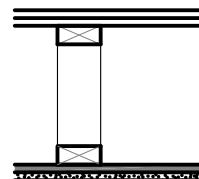
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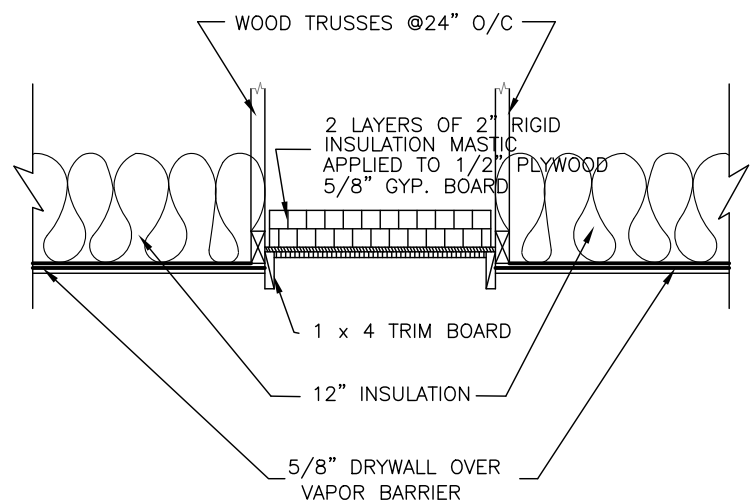
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WD STUD - U" SHEETROCK BRAND GYPSUM PANELS, FIRECODE CORE OR SHEETROCK BRAND GYPSUM PANELS, WATER-RESISTANT, FIRECODE CORE - 2X4 16" OR 24" O.C. - PANELS NAILED 7" O.C. - 1 1/2" CEM. LTD. NAILS - JOINTS EXP. OR FIN. - PERIM. CAULKED - **UL DES U305** BASED ON 16" STUD SPACING **UL DES U314** BASED ON 24" STUD SPACING, JOINTS FIN.

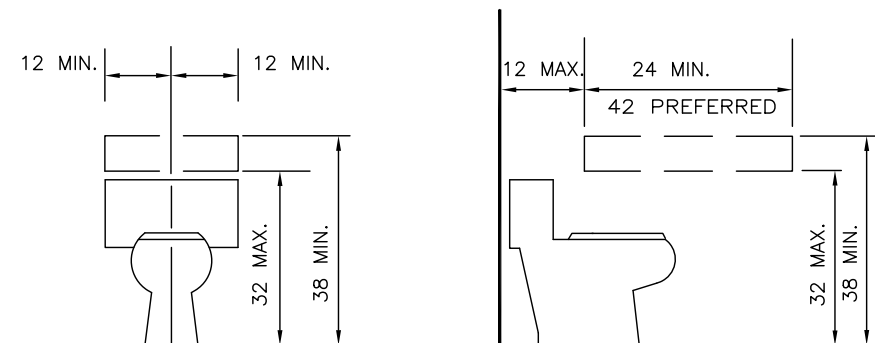


RESIL. CEILING - 5/8" SHEETROCK BRAND GYPSUM PANELS, FIRECODE C CORE - 1" NOM WD SUB & FIN FLR - FLOOR TRUSSES 24" O.C. - RC-1 CHAN SPACED 16" O.C. SCREW - ATT OVER BASE LAYER PANELS - FACE LAYER SCREW ATT. TO CHAN. 12" O.C. - JOINTS FIN. - **UL DES L528**



ATTIC ACCESS PANEL

N.T.S.

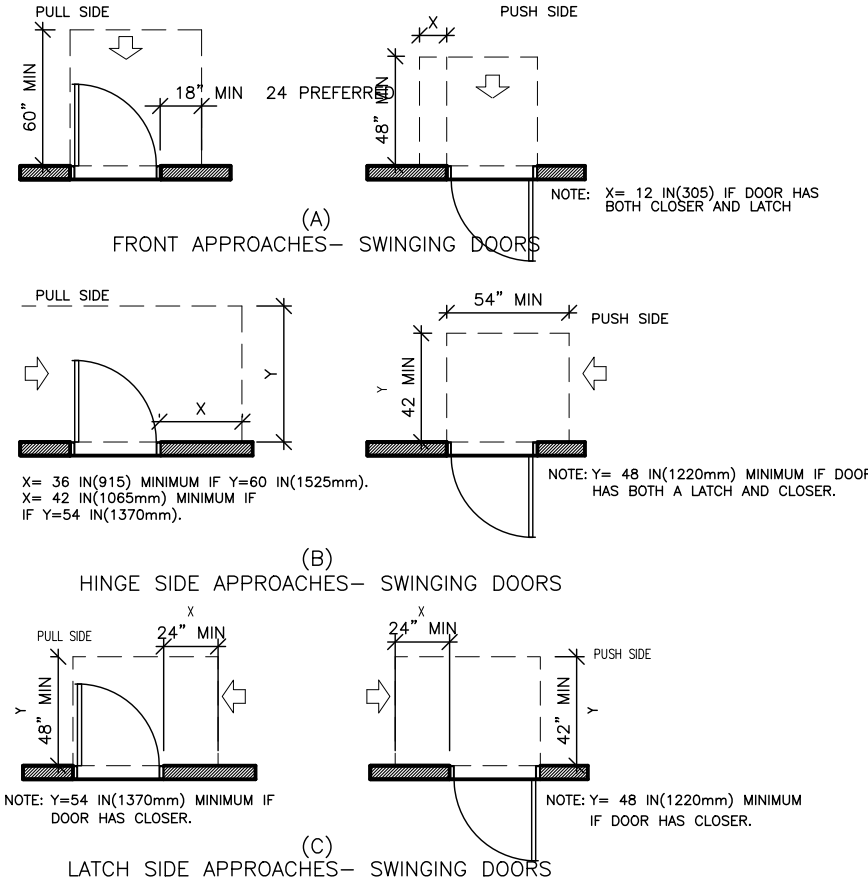


REINFORCED AREAS FOR INSTALLATION OF GRAB BARS

LOCATION OF GRAB BAR REINFORCEMENT FOR WATER CLOSETS

LOCATION OF GRAB BAR REINFORCEMENT FOR ADAPTABLE BATHTUBS

NOTE: THE AREAS OUTLINED IN DASHED LINES REPRESENT LOCATIONS FOR FUTURE INSTALLATION OF GRAB BARS FOR TYPICAL FIXTURE CONFIGURATIONS.



NOTE: ALL DOORS IN ABOVE SHALL COMPLY WITH THE CLEARANCE FOR FRONT APPROACHES

MANEUVERING CLEARANCES AT DOORS

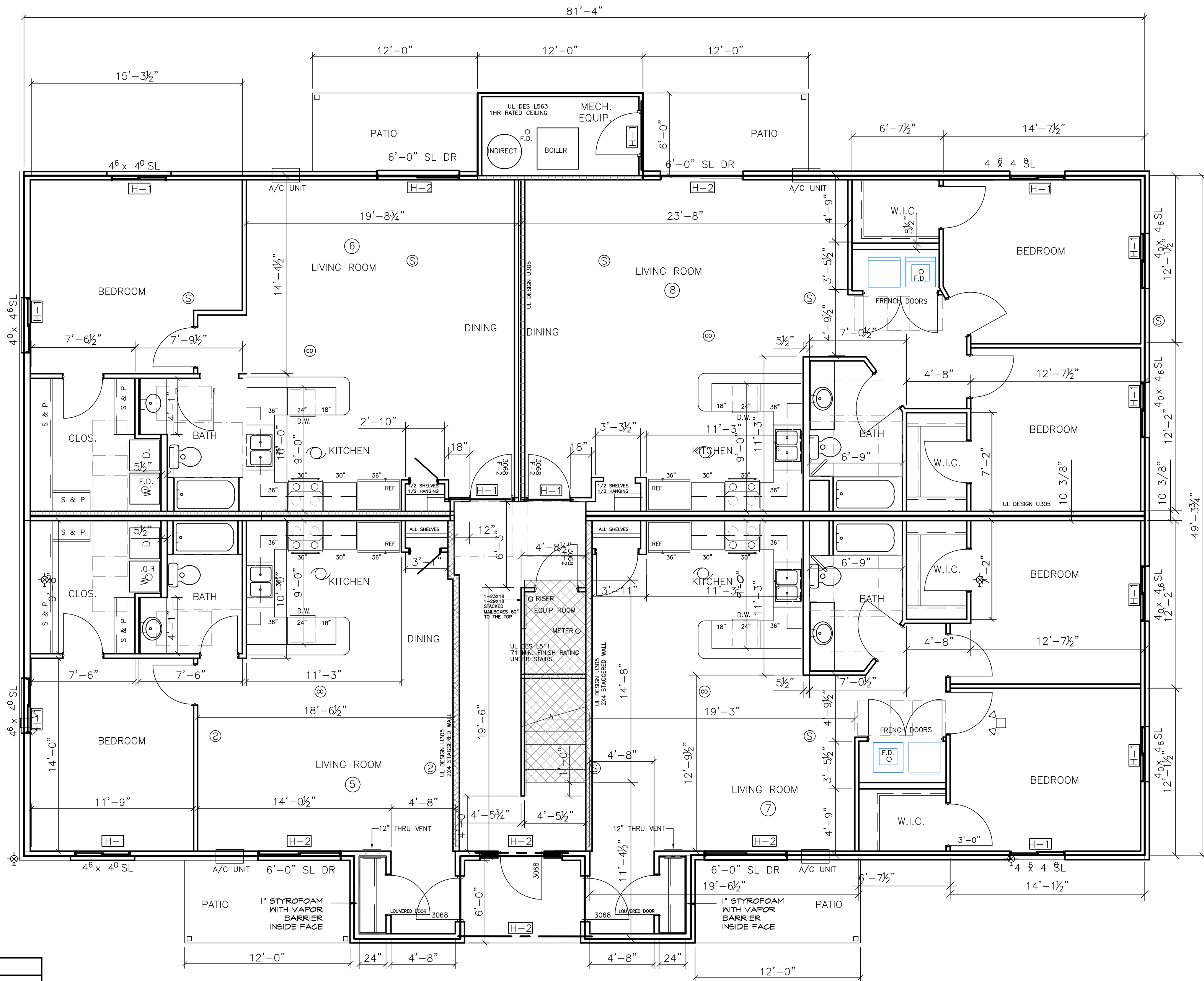
NOTE: ALL DOOR HANDLES SHALL BE LEVER OR LOOP TYPE

MATERIALS

- FACE BRICK
- CONCRETE BLOCK
- CONCRETE
- 2X4 STUDS 16"o/c w/ 1/2" DRYWALL INTERIOR WALLS WITHIN UNITS
- UNIT SEPARATION WALL - 5/8" FIRECODE SHEETROCK EA. SIDE W/ (2x4) (2 x 6) STUDS REQUIRED BETWEEN ALL UNITS AND UNITS, UNITS AND CORRIDORS, UNITS & COMMON AREAS U.L. DES U 305 ONE HOUR RATED

SYMBOLS

- EXHAUST FAN
- EXIT LIGHT
- C/O DETECTOR
- SMOKE DETECTOR
- MANUAL FIRE ALARM
- FIRE ALARM HORN
- F-1 20 MIN. FIRE DOOR & FR. w/ CLOSER
- F-2 1 HR. FIRE DOOR & FR. w/ CLOSER
- EMERGENCY LIGHT



FIRST FLOOR PLAN-A - 4251 sq.ft.

SCALE: 3/16" = 1'-0"

HEADER SCHEDULE				
HEADER	SIZE	SHOULDER STUDS	KING STUDS	COMMENTS
H-1	(2) 2x8 S.P.F. #1/#2	(2) 2 x 6	(1) 2 x 6	(1)
H-2	(2) 2"x10 SPF #1,2	(2) 2 x 6	(1) 2 x 6	(1)
H-3	(3) 2X10 SPF #1,2			
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H-5	(3) 2X12 SPF #1,2	(2) 2 x 6	(1) 2 x 6	(1)
H-6	(3) 1 3/4"x14" LVL	(2) 2 x 6	(1) 2 x 6	1.9e LVL (1)

NOTES

- FASTEN TO KING STUD w/ (8) 12d NAILS

NOTE: ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR MUST CHECK ALL DETAILS & DIMENSIONS AND BE RESPONSIBLE FOR THE SAME

8 UNIT APARTMENT
MOSKI DEVELOPMENT
BELLEVUE , WI

BAY ARCHITECTS, L L C

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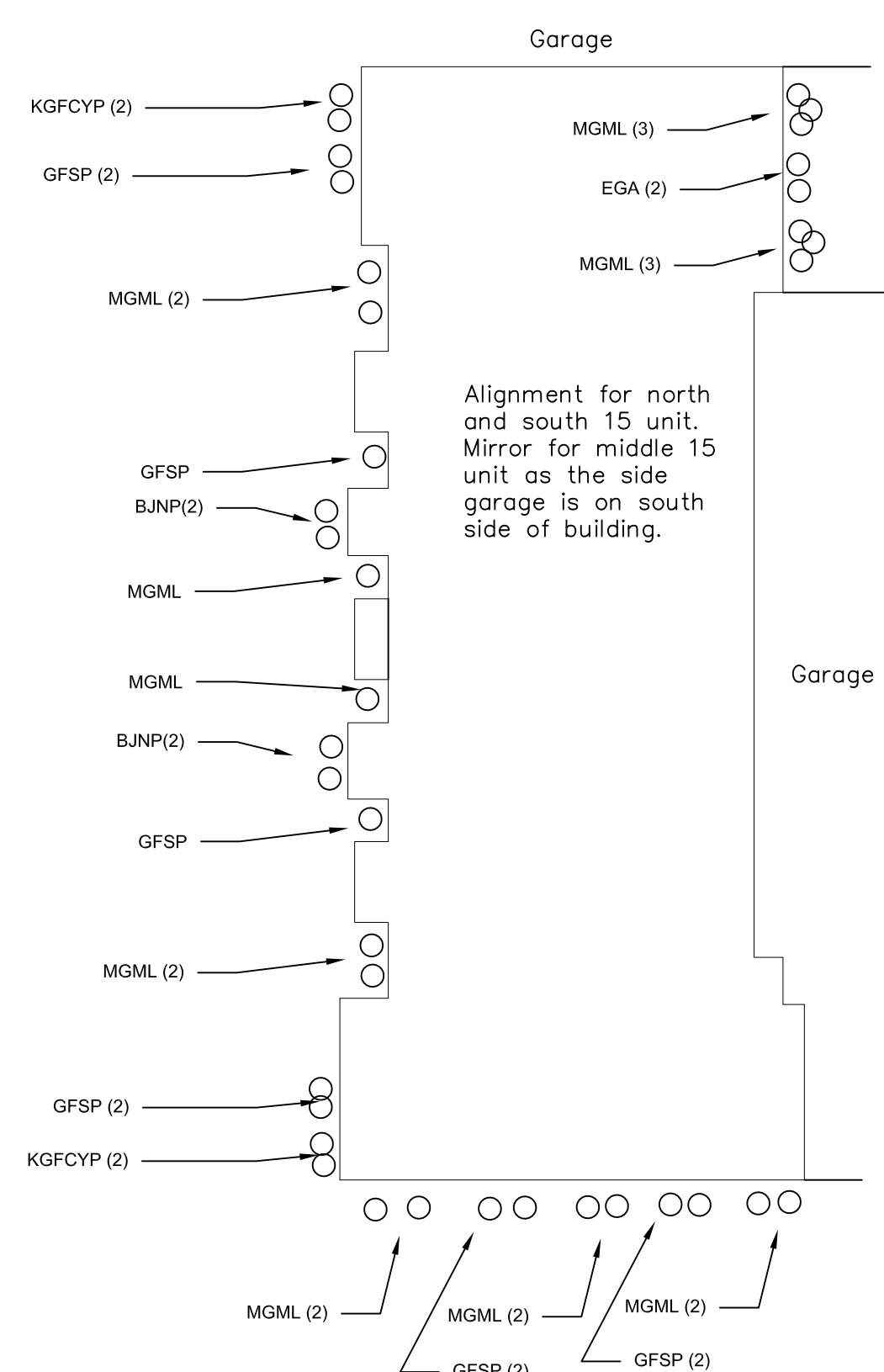
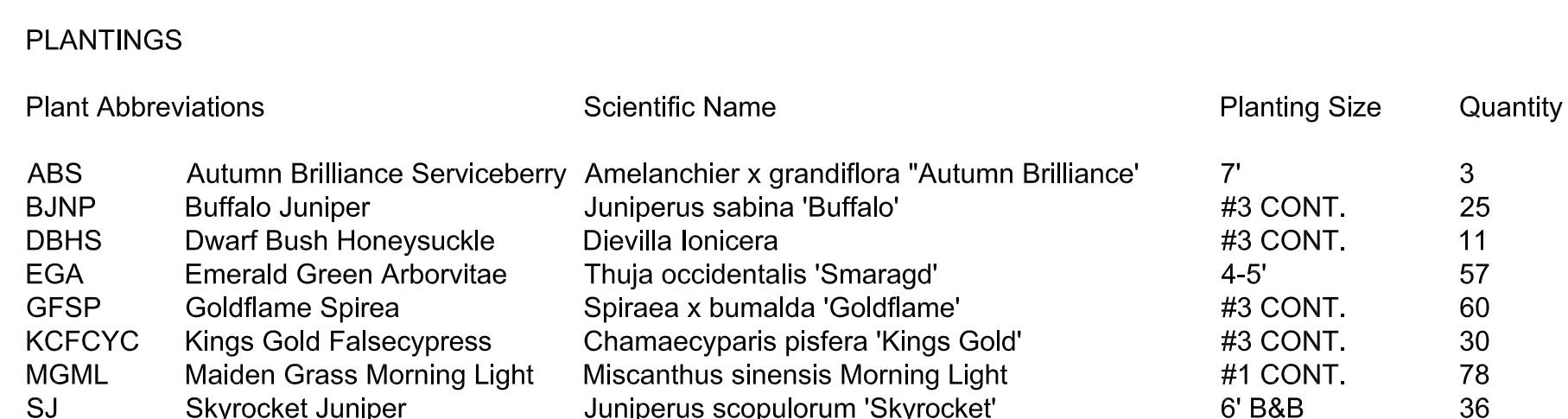
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FAX: 920-331-9416

DATE 1-24-14

FILE 3

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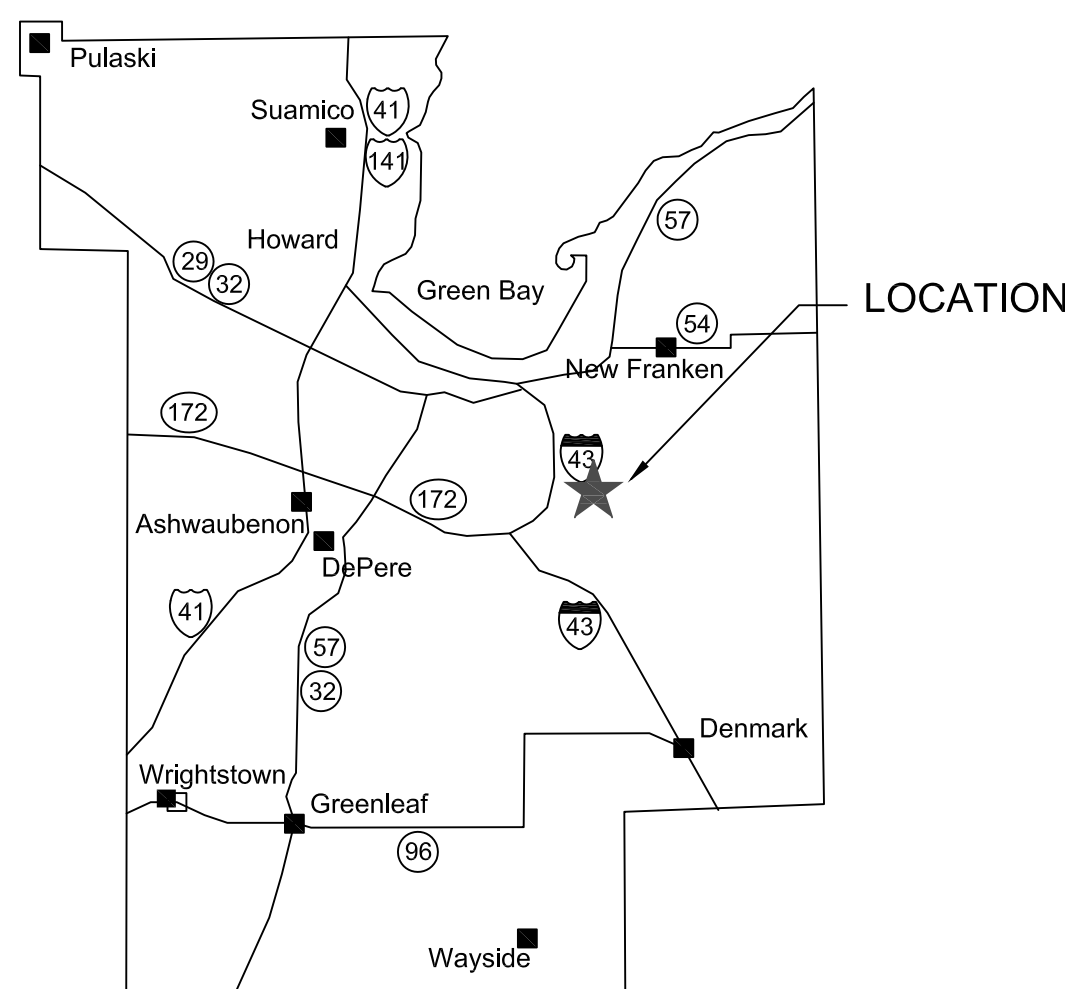
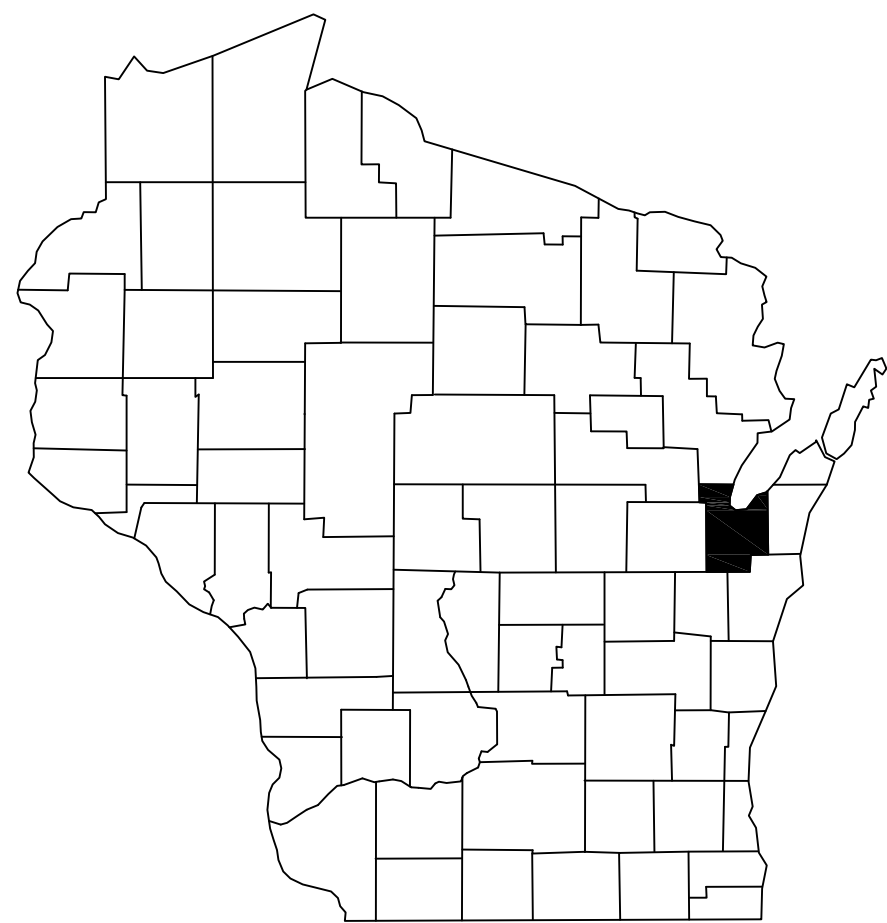
3



KOSMOSKI - S. HURON ROAD APARTMENTS

SITE ENGINEERING PLANS

CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN



LOCATION



Vicinity Map
(not to scale)

SITE STATISTICS

BEFORE CONSTRUCTION
SITE AREA: 32.14 ACRES
PAVEMENT: 0 ACRES (0%)
BUILDINGS: 0 ACRES (0%)
POND AREAS: 1.00 ACRES (3.11%)
GREEN SPACE: 31.14 ACRES (96.89%)
IMPERVIOUS: 1.00 ACRES (3.11%)

AFTER CONSTRUCTION
SITE AREA: 32.14 ACRES
PAVEMENT: 1.93 ACRES (6.00%)
BUILDINGS: 1.18 ACRES (3.68%)
POND: 2.90 ACRES (9.02%)
GREEN SPACE: 26.13 ACRES (81.30%)
IMPERVIOUS: 6.01 ACRES (18.70%)

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

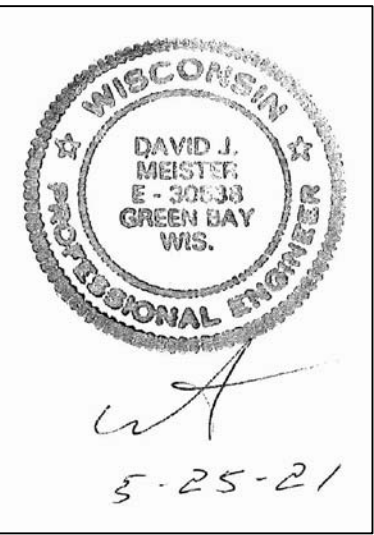
PROJECT INFORMATION

OWNER(S):	MOSKI CORP.
PROJECT NAME:	KOSMOSKI - S. HURON ROAD APARTMENTS
PROJECT DESCRIPTION:	3 - 8 UNITS & 3 -15 UNIT APARTMENT BUILDINGS. ATTACHED AND DETACHED GARAGES. STORMWATER MANAGEMENT FACILITY.
PROJECT ADDRESS:	1400 BLOCK OF S. HURON RD
PARCEL NUMBER(S):	21-183 & 21-182-3
LEGAL DESCRIPTION:	Part of the Southeast 1/4 of the Southwest 1/4 of Section 11, T23N-R21E, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows: Commencing at the South 1/4 corner of Section 11, T23N-R21E; thence N89°22'38"W, 50.05 feet along the South line of the Southwest 1/4 of said Section 11 to the Western right of way of County Trunk Highway "14", also known as South Huron Road and the point of beginning; thence continuing N89°22'38"W, 130.03 feet along said South line to a point being S89°22'38"E, 77 feet more or less from centerline of a creek and the start of a meander line; thence N39°14'54"W, 353.09 feet along said meander line; thence N82°3'18"W, 318.70 feet along said meander line to a point being N22°17'27"W, 81 feet more or less from the centerline of a creek and the end of said meander line; thence N22°17'27"W, 209.28 feet; thence N6°17'04"W, 210.98 feet; thence N55°35'00"W, 268.87 feet; thence N0°54'27"W, 139.34 feet to the Southeast corner of Lot 1, Volume 43, Certified Survey Maps, Page 53, Map Number 6580, Document Number 1903183, Brown County Records; thence S89°15'14"E, 960.13 feet along the South line of Quarter 1, Volume 47, Certified Survey Maps, Page 14, Map Number 6957, Document Number 2082035, Brown County Records, to the Southeast corner thereof, and said Westerly right of way; thence S02°03'27"E, 998.93 feet along said right of way to the point of beginning.

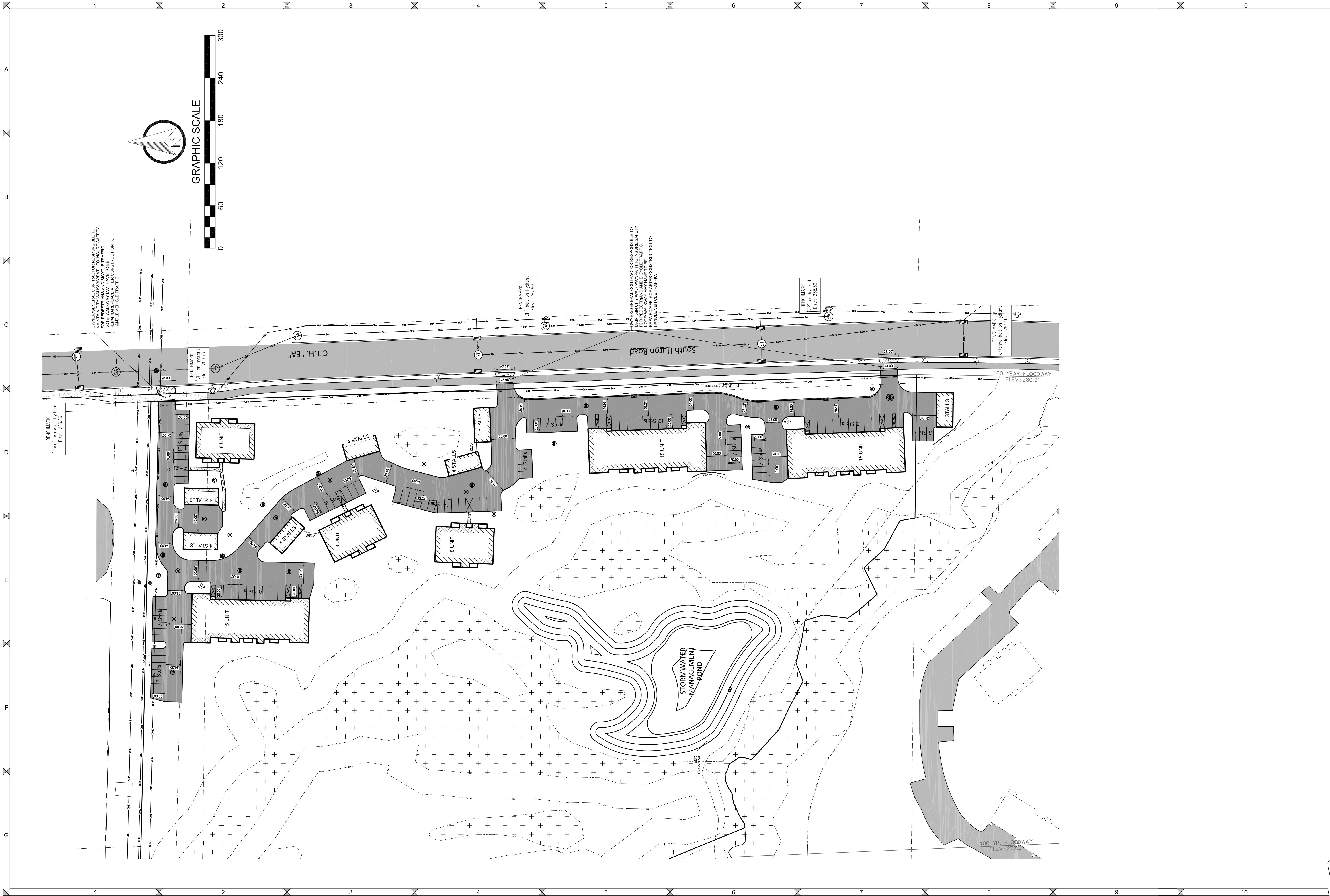
CONTACT INFORMATION

OWNER(S):	MOSKI CORP. ATTN.: PAUL KOSMOSKI 1270 MAIN ST. GREEN BAY, WI 54302 PH.: 920-432-9230
ENGINEER:	MAU & ASSOCIATES, LLP CONTACT: DAVID J. MEISTER, P.E. 400 SECURITY BLVD. GREEN BAY, WI 54313 PH.: 920-434-9670

SHEET INDEX:	
C1.0	TITLE SHEET
C2.0	SITE LAYOUT PLAN
C3.0	EROSION CONTROL PLAN
C4.0	GRADING PLAN
C5.0	SITE UTILITY PLAN
C6.0	WET POND PLAN & PROFILE
C7.0	NOTES & DETAILS (1)
C7.1	NOTES & DETAILS (2)
C8.0	PLANS FOR DSPS
C9.0	EXISTING WATERSHED
C10.0	PROPOSED WATERSHED
C11.0	LANDSCAPE PLAN
C12.0	LIGHTING PLAN



DATE:	05-25-21
PROJECT NO.	M-4420
SHEET NO.	C1.0
DRAWING NO.	S-3405



DESIGNED BY
DJM

DATA FILE
M-4420.bxt

DATE
05-25-21

Number	Date	Comments
-	-	-
-	-	-
-	-	-
-	-	-

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

MOSKI CORPORATION

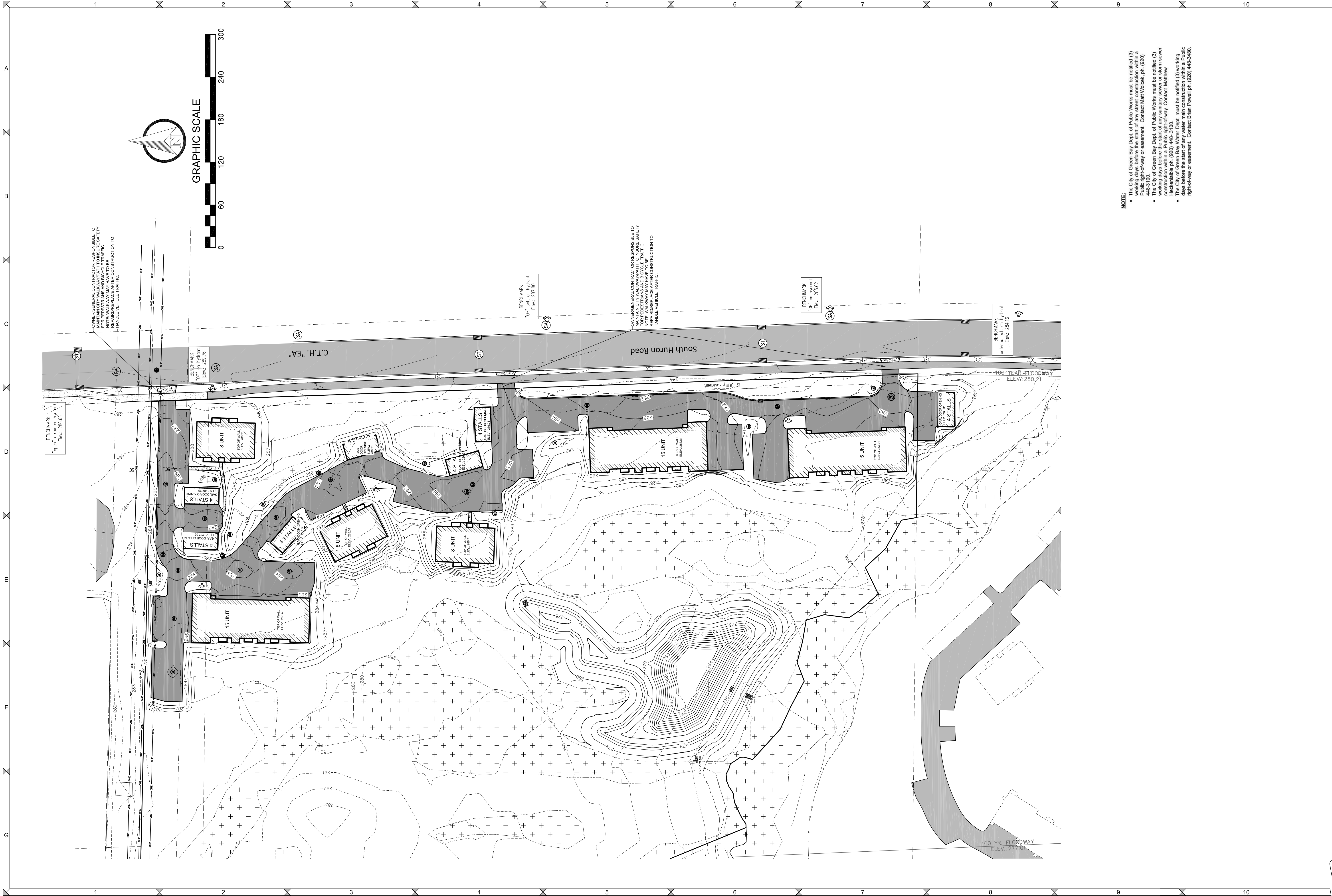
SITE LAYOUT

PROJECT NO.
M-4420

SHEET NO.
C2.0

DRAWING NO.
S-3405

File: M-4420Eng 002521.dwg



NOTE:

- The City of Green Bay Dept. of Public Works must be notified (3) working days before the start of any street construction within a Public right-of-way or easement. Contact Matt Woczek, ph. (920) 448-3480.
- The City of Green Bay Dept. of Public Works must be notified (3) working days before the start of any sanitary sewer or storm sewer construction within a Public right-of-way. Contact Matthew Woczek, ph. (920) 448-3480.
- The City of Green Bay Water Dept. must be notified (3) working days before the start of any water main construction within a Public right-of-way or easement. Contact Brian Powell ph. (920) 448-3480.

DESIGNED BY
DJM

DATA FILE
M-4420.bxt

DATE
05-25-21

Number	Date	Comments
-	-	-
-	-	-
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MOSKI CORPORATION

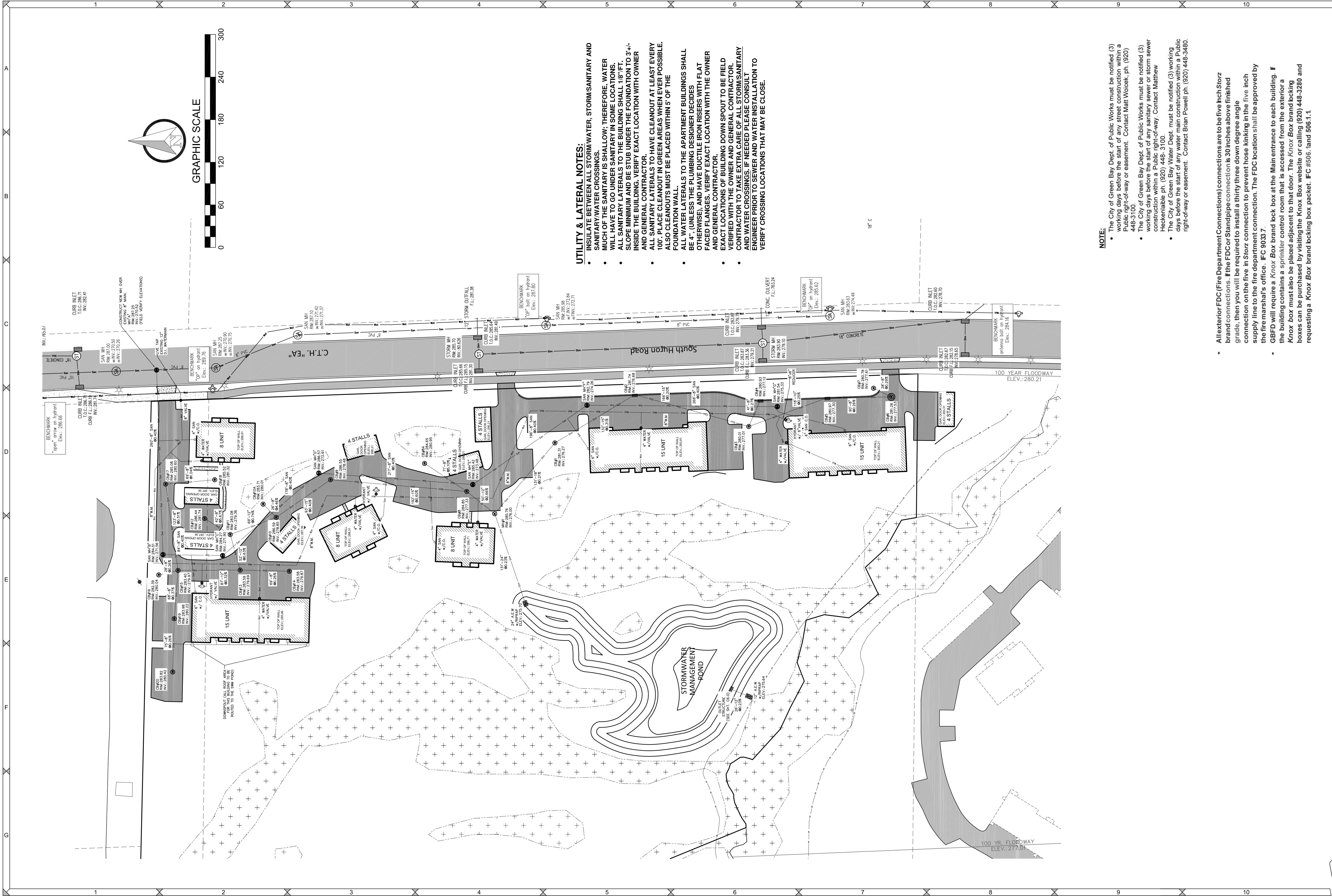
GRADING PLAN

PROJECT NO.
M-4420

SHEET NO.
C4.0

DRAWING NO.
S-3405

File: M-4420Eng 002521.dwg



- UTILITY & LATERAL NOTES:**
- INSULATE BETWEEN ALL STORMWATER, STORM/SANITARY AND SANITARY WATER CROSSINGS.
 - MUCH OF THE SANITARY IS SHALLOW, THEREFORE, WATER WILL HAVE TO GO UNDER SANITARY IN SOME LOCATIONS.
 - ALL SANITARY LATERALS TO THE BUILDING SHALL 18"/FT. SLOPE MINIMUM AND BE STUB UNDER THE FOUNDATION TO 3'-4" INSIDE THE BUILDING. VERIFY EXACT LOCATION WITH OWNER AND GENERAL CONTRACTOR.
 - ALL SANITARY LATERALS TO HAVE CLEANOUT AT LEAST EVERY 100'. PLACE CLEANOUT IN GREEN AREAS WHEN EVER POSSIBLE. ALSO CLEANOUTS MUST BE PLACED WITHIN 5' OF THE FOUNDATION WALL.
 - ALL WATER LATERALS TO THE APARTMENT BUILDINGS SHALL BE 4", (UNLESS THE PLUMBING DESIGNER DECIDES OTHERWISE), AND HAVE DUCTILE IRON RISERS WITH FLAT FACED FLANGES. VERIFY EXACT LOCATION WITH THE OWNER AND GENERAL CONTRACTOR.
 - EXACT LOCATIONS OF BUILDING DOWN SPOUT TO BE FIELD VERIFIED WITH THE OWNER AND GENERAL CONTRACTOR.
 - CONTRACTOR TO TAKE EXTRA CARE OF ALL STORM/SANITARY AND WATER CROSSINGS. IF NEEDED PLEASE CONSULT ENGINEER PRIOR TO SEWER AND WATER INSTALLATION TO VERIFY CROSSING LOCATIONS THAT MAY BE CLOSE.

NOTE:

- The City of Green Bay Dept. of Public Works must be notified (3) working days before the start of any street construction within a Public right-of-way or easement. Contact Matt Woeck, ph. (920) 448-3100.
- The City of Green Bay Dept. of Public Works must be notified (3) working days before the start of any sanitary sewer or storm sewer construction within a Public right-of-way. Contact Matthew Heckenlaible ph. (920) 448-3100.
- The City of Green Bay Water Dept. must be notified (3) working days before the start of any water main construction within a Public right-of-way or easement. Contact Brian Powell ph. (920) 448-3480.
- All exterior FDC (Fire Department Connections) connections are to be five inch brand connections. If the FDC or Standpipe connection is 30 inches above finished grade, then you will be required to install a thirty three degree angle connection on the five inch Storz connection to prevent hose kinking in the five inch supply line to the fire department connection. The FDC location shall be approved by the fire marshal's office. IFC 9033.7.
- GBFD will require a Knox Box brand lock box at the Main entrance to each building. If the building contains a sprinkler control room that is accessed from the exterior a Knox Box must also be placed adjacent to that door. The Knox Box brand locking boxes can be purchased by visiting the Knox Box website or calling (920) 448-3280 and requesting a Knox Box brand locking box packet. IFC #506, 1and 506.1.1

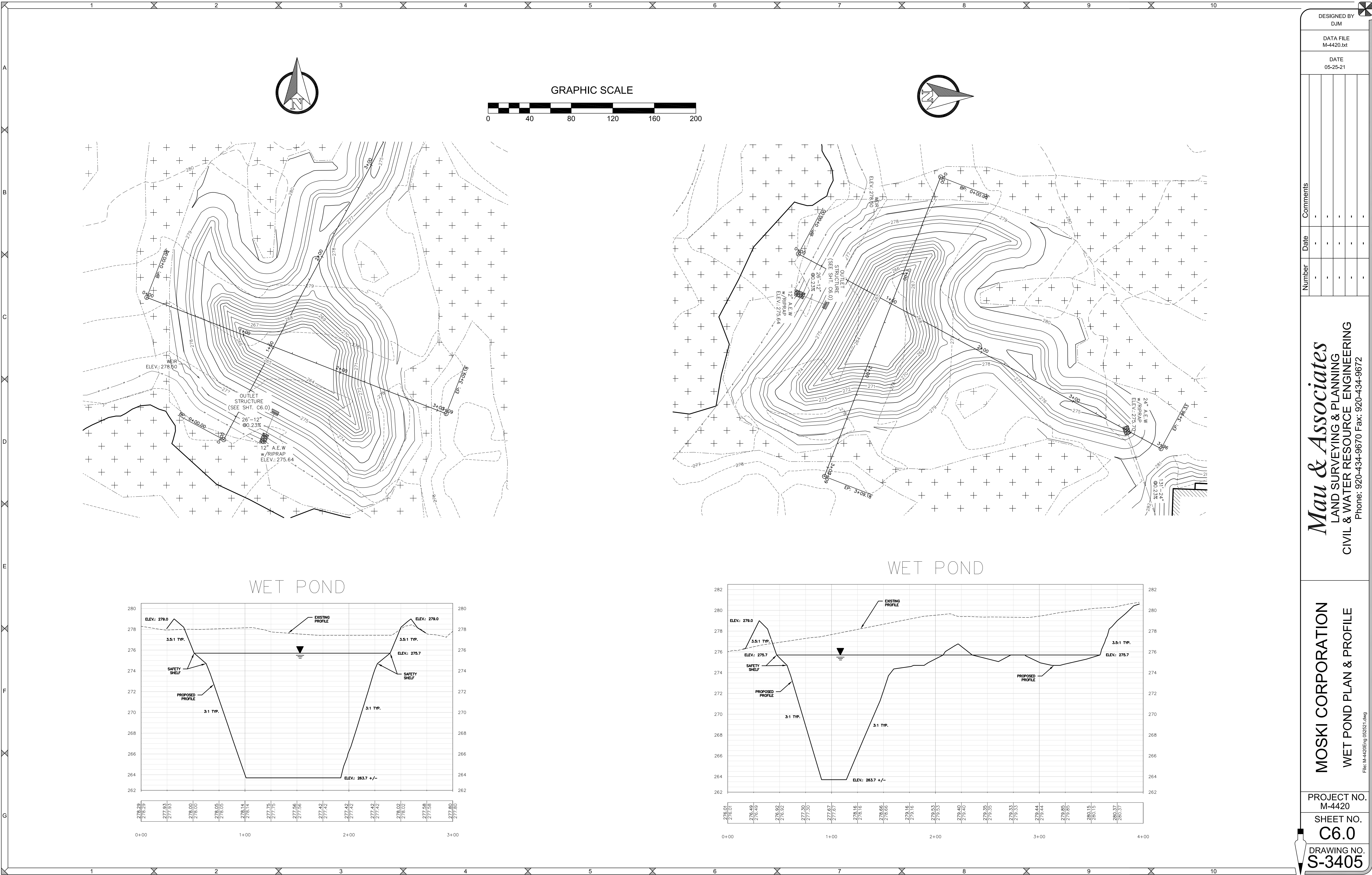
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

MOSKI CORPORATION
SITE UTILITY PLAN

PROJECT NO.
M-4420
SHEET NO.
C5.0
DRAWING NO.
S-3405

DESIGNED BY DJM			
DATA FILE M-4420.bxt			
DATE 05-25-21			
Number	Date	Comments	
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File: M-4420Eng 002521.dwg



DESIGNED BY
DJM

DATA FILE
M-4420.bxt

DATE
05-25-21

Number	Date	Comments
-	-	-
-	-	-
-	-	-
-	-	-

Mau & Associates

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Fax: 920-434-9672

MOSKI CORPORATION

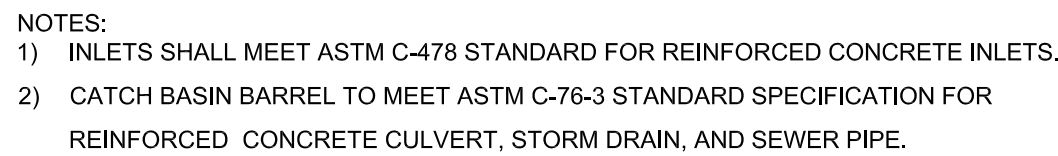
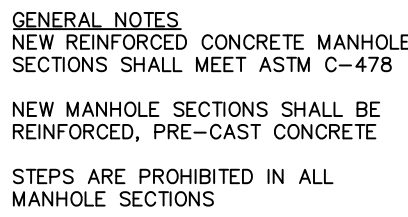
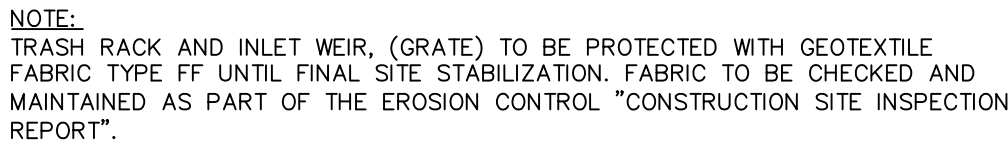
WET POND PLAN & PROFILE

File: M-4420Eng 002521.dwg

PROJECT NO.
M-4420

SHEET NO.
C6.0

DRAWING NO.
S-3405



STANDARD CATCH BASIN
N.T.S.

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

MOSKI CORPORATION
NOTES & DETAILS (1)

PROJECT NO.
M-4420

SHEET NO.
C7.0

DRAWING NO.
S-3405

CONSTRUCTION SITE EROSION CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS AND IF NO STANDARD EXISTS THE WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK (CURRENT EDITION) SHALL BE REFERENCED. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO DISTURBING THE SITE. CONTRACTORS SHALL MINIMIZE THE DURATION AND SIZE OF DISTURBED AREAS TO THE MAXIMUM EXTENT PRACTICABLE. EROSION AND SEDIMENT CONTROL PRACTICES PROPOSED FOR THIS PROJECT ARE DESCRIBED AS FOLLOWS:

SEDIMENT TRACKING FROM CONSTRUCTION SITE:

- STONE TRACKING PAD(S) - TECHNICAL STANDARD 1057
STONE TRACKING PADS WILL BE INSTALLED AT ENTRANCES SHOWN ON THE SITE. TRACKING PADS SHALL BE IN PLACE PRIOR TO LAND DISTURBING ACTIVITIES.
WASH WATER FROM VEHICLE AND WHEEL WASHING SHALL BE TREATED BEFORE ENTERING WATERS OF THE STATE.
- STREET SWEEPING/CLEANING
SEDIMENT TRACKED FROM THE CONSTRUCTION SITE SHALL BE CLEANED UP AT THE END OF EACH WORK DAY UNLESS THE SEDIMENT PRESENTS A HAZARD. SEDIMENT PRESENTING A HAZARD MUST BE CLEANED UP IMMEDIATELY.

SEDIMENT CARRIED OFF-SITE BY OVERLAND FLOW OR RUNOFF:

- SILT FENCE - TECHNICAL STANDARD 1056
SILT FENCE WILL BE INSTALLED DOWN-SLOPE OF ALL DISTURBED AREAS OF THE SITE. THE FENCE SHALL BE INSTALLED ALONG THE CONTOURS AND BE IN-PLACE PRIOR TO LAND DISTURBING ACTIVITIES.
- SEEDING - TECHNICAL STANDARD 1059; MULCHING - TECHNICAL STANDARD 1058
DISTURBED AREAS OF THE SITE SHALL BE SEEDED AND MULCHED AS SOON AS THEY ARE BROUGHT TO FINISHED GRADE. IN ADDITION, ANY STOCK PILES IN PLACE FOR 7 DAYS OR MORE SHALL BE SEEDED AND MULCHED.
- NON-CHANNEL EROSION MAT - TECHNICAL STANDARD 1052
EROSION CONTROL MAT SHALL BE PLACED AS SHOWN ON THE PLANS, AND/OR AS DETERMINED IN THE FIELD, TO PROTECT THE DISTURBED SLOPES FROM EROSION. NON-CHANNEL EROSION MAT SHALL BE INSTALLED AS SOON AS THE SLOPE HAS BEEN BROUGHT TO FINISHED GRADE.
- CONSTRUCTION SITE DIVERSION - TECHNICAL STANDARD 1066
WHERE POSSIBLE, THE SITE WILL BE GRADED SUCH THE RUNOFF FROM UNDISTURBED AREAS IS ROUTED AROUND DISTURBED AREAS OF THE SITE.

SEDIMENT CARRIED OFF-SITE BY DEWATERING OPERATIONS:

- DEWATERING - TECHNICAL STANDARD 1061
DEWATERING IS NOT ANTICIPATED FOR THIS PROJECT. IF IT IS REQUIRED, DEWATERING SHALL BE IN ACCORDANCE WITH THE DEWATERING TECHNICAL STANDARD. ANY NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO DEWATERING OPERATIONS TAKE PLACE.

SEDIMENT ENTERING STORM DRAIN INLETS:

- STORM DRAIN INLET PROTECTION - TECHNICAL STANDARD 1060
ALL INLETS, PROPOSED AND EXISTING, ACCEPTING RUNOFF FROM DISTURBED AREAS OF THE SITE SHALL HAVE INLET PROTECTION INSTALLED PRIOR TO LAND DISTURBING ACTIVITY WITHIN THE AREA DISCHARGING TO THE INLET.

SEDIMENT BEING CARRIED OFF-SITE BY WIND:

- DUST CONTROL - TECHNICAL STANDARD 1068
WHEN REQUIRED, DUST CONTROL MEASURES SHALL BE EMPLOYED TO PREVENT DUST FROM BLOWING OFF-SITE.

CONCRETE WASHOUT

- CONCRETE WASHOUT SHALL BE COLLECTED AND RETAINED, BOTH WATER AND CONCRETE, IN LEAK PROOF CONTAINERS. WASHOUT CAN BE RECYCLED OR REUSED. SEE <http://water.epa.gov/polwaste/npdes/swbmp/upload/concretewashout.pdf> FOR DETAILS.

GENERAL NOTES:

1. ALL CLEARING, GRADING, GRAVELING, PAVING, AND RESTORATION SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION.

2. A COPY OF THE EROSION CONTROL PLAN SHALL BE KEPT ON SITE AT ALL TIMES.

3. EROSION CONTROL METHODS SHALL BE IMPLEMENTED, AS DIRECTED BY THE ENGINEER, PRIOR TO AND DURING CONSTRUCTION, TO CONTROL WATER POLLUTION, EROSION, AND SILTATION. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE WIDNR TECHNICAL STANDARDS.

4. CONTRACTOR IS RESPONSIBLE FOR CONTACTING DIGGERS HOTLINE FOR THE LOCATION OF THE UTILITIES.

5. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL STUMPS.

6. EXCESS TOPSOIL SHALL BE STOCKPILED ON THE SITE WITH THE PROPER EROSION CONTROL AT A LOCATION ACCEPTABLE TO THE OWNER.

7. CONTRACTOR SHALL DISPOSE OF ALL WASTE AND EXCESS MATERIAL AT AN APPROVED LOCATION.

8. CONTRACTOR SHALL PROTECT ALL PROPERTY IRONS. A LICENSED LAND SURVEYOR, AT THE CONTRACTORS EXPENSE, SHALL REPLACE ANY PROPERTY IRONS REMOVED DURING CONSTRUCTION.

INSPECTION AND MAINTENANCE

THE CONTRACTOR IS RESPONSIBLE FOR INSPECTION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS UNTIL THE CONSTRUCTION SITE IS PERMANENTLY STABILIZED WITH A DENSE GRASS COVER. THE CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROLS WEEKLY AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. THE CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROLS FOR STRUCTURAL DAMAGE, SEDIMENT ACCUMULATION, OR ANY OTHER UNDESIRABLE CONDITION. THE CONTRACTOR SHALL REPAIR DAMAGED STRUCTURES PRIOR TO THE END OF EACH WORKING DAY. SEDIMENT SHALL BE REMOVED FROM THE STRUCTURE WHEN THE DEPTH OF SEDIMENT HAS ACCUMULATED TO ONE HALF THE HEIGHT OF THE DEVICE OR AS REQUIRED BY THE APPLICABLE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD (CURRENT EDITION).

THE CONTRACTOR SHALL SUMMARIZE WEEKLY INSPECTION AND MAINTENANCE ACTIVITIES ON A WEEKLY INSPECTION REPORT THAT IS AVAILABLE THROUGH THE WDNR.

THE WEEKLY INSPECTION REPORT SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION:

NAME OF INDIVIDUAL PERFORMING INSPECTION;

DATE, TIME, AND PLACE OF INSPECTION;

A DESCRIPTION OF THE CONSTRUCTION PHASE;

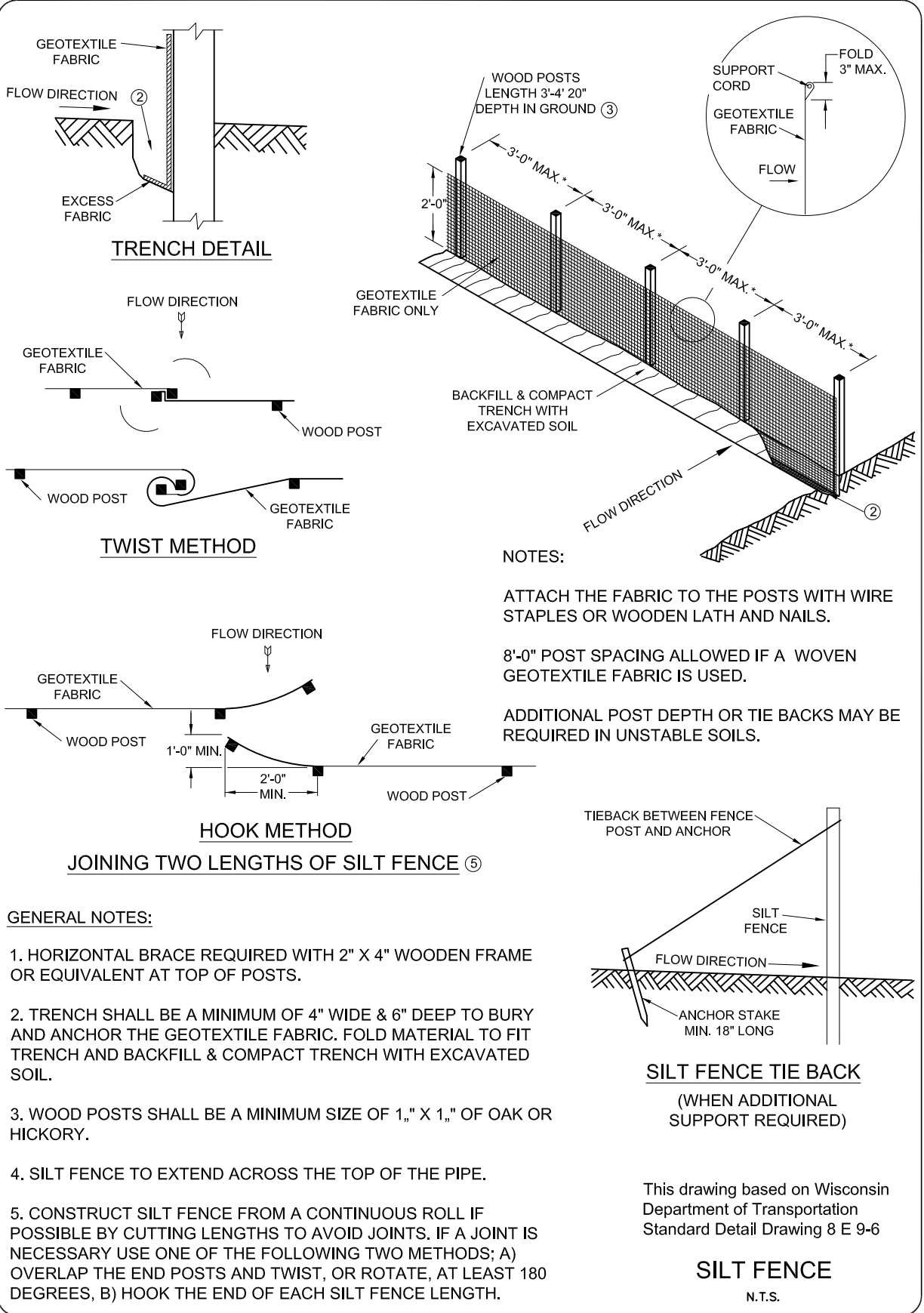
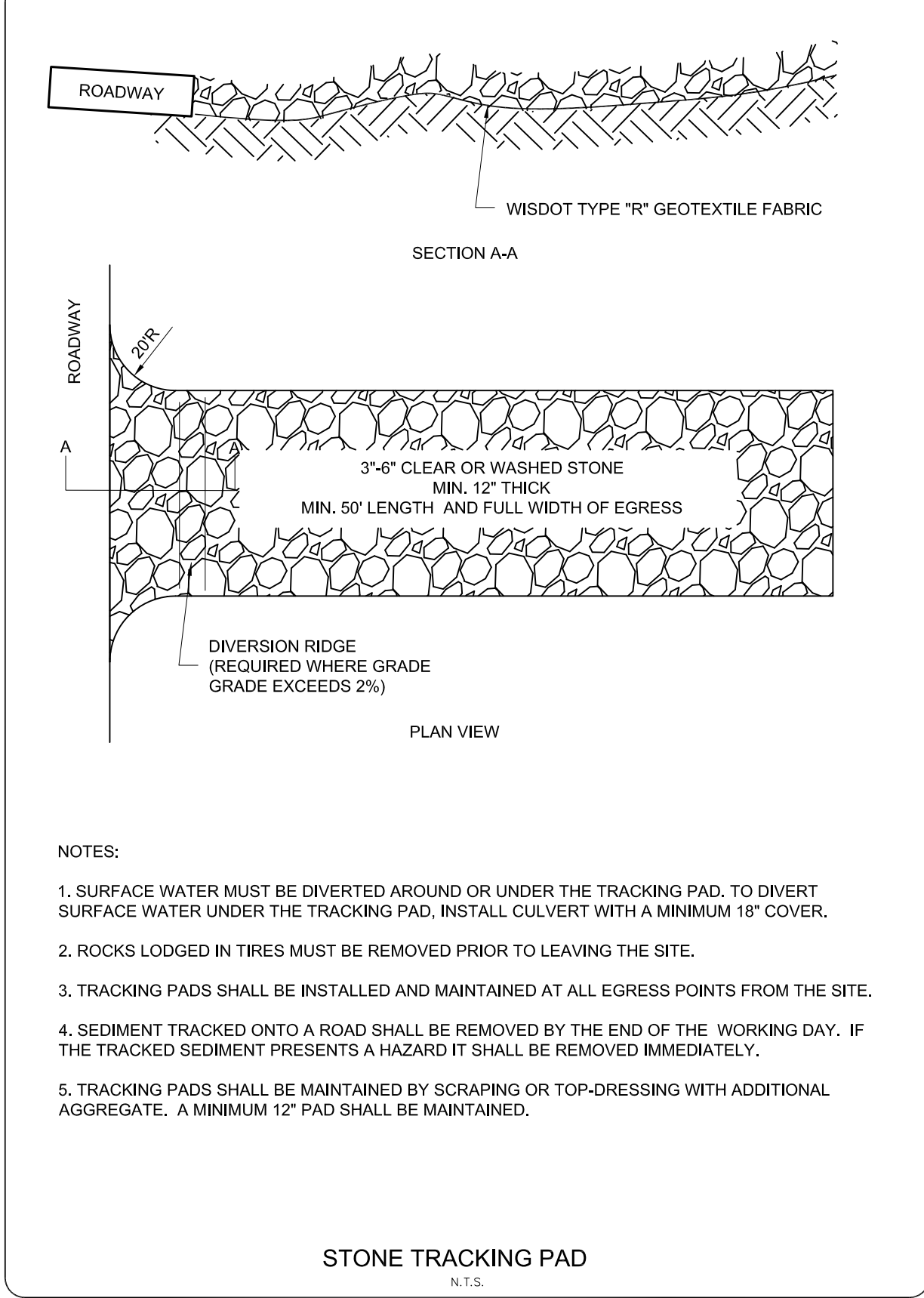
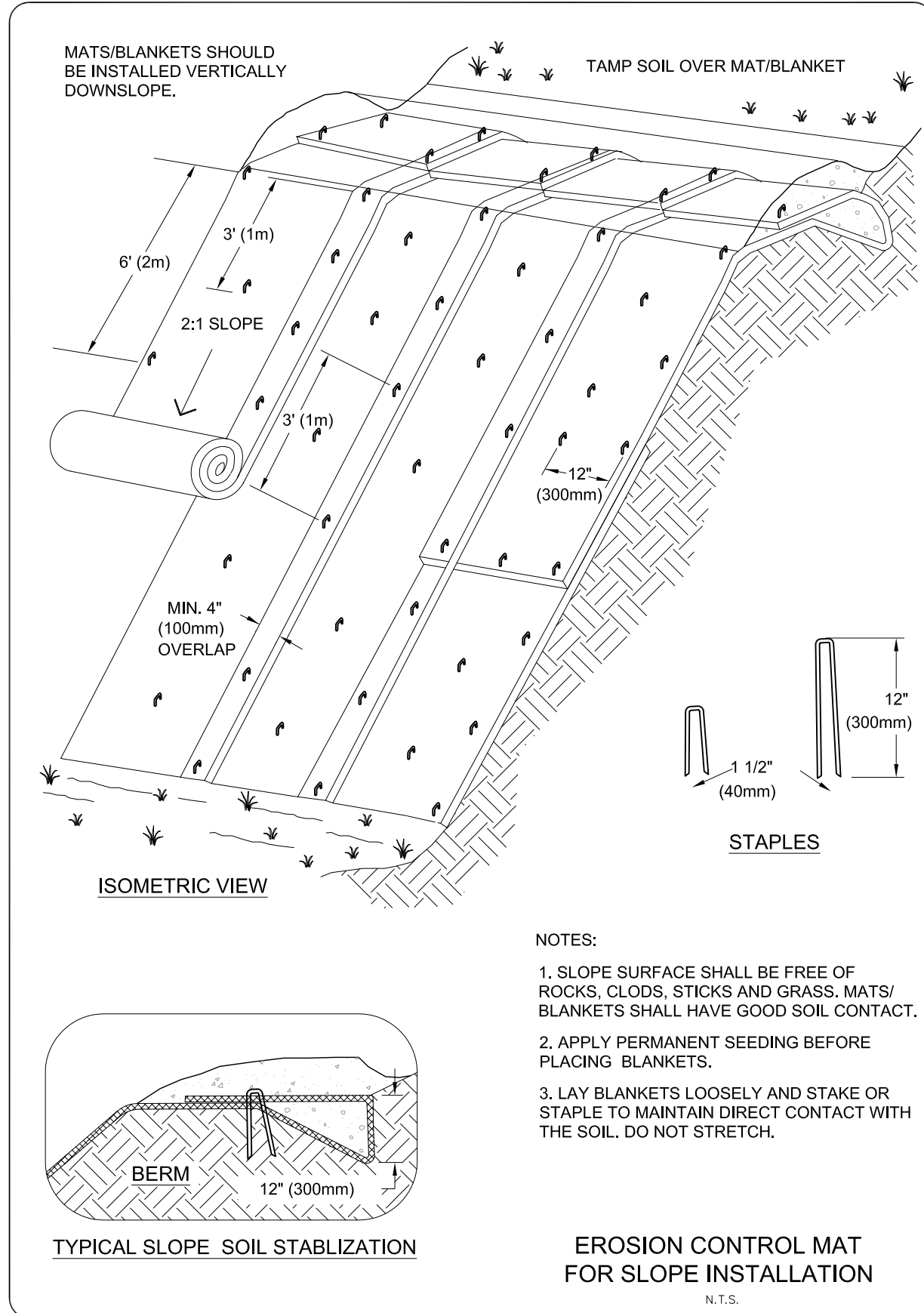
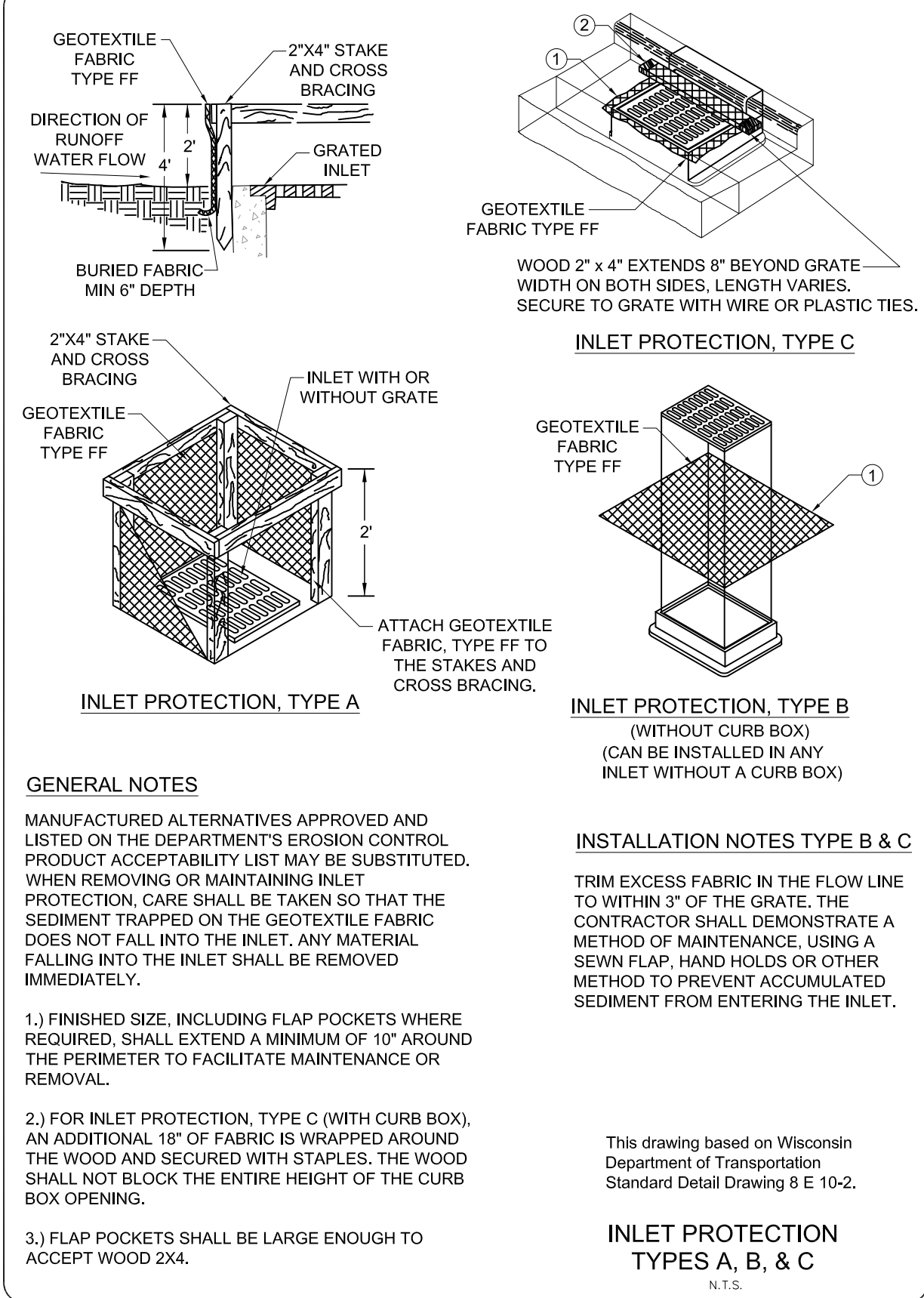
A DESCRIPTION OF EROSION AND SEDIMENT CONTROL INSTALLATIONS;

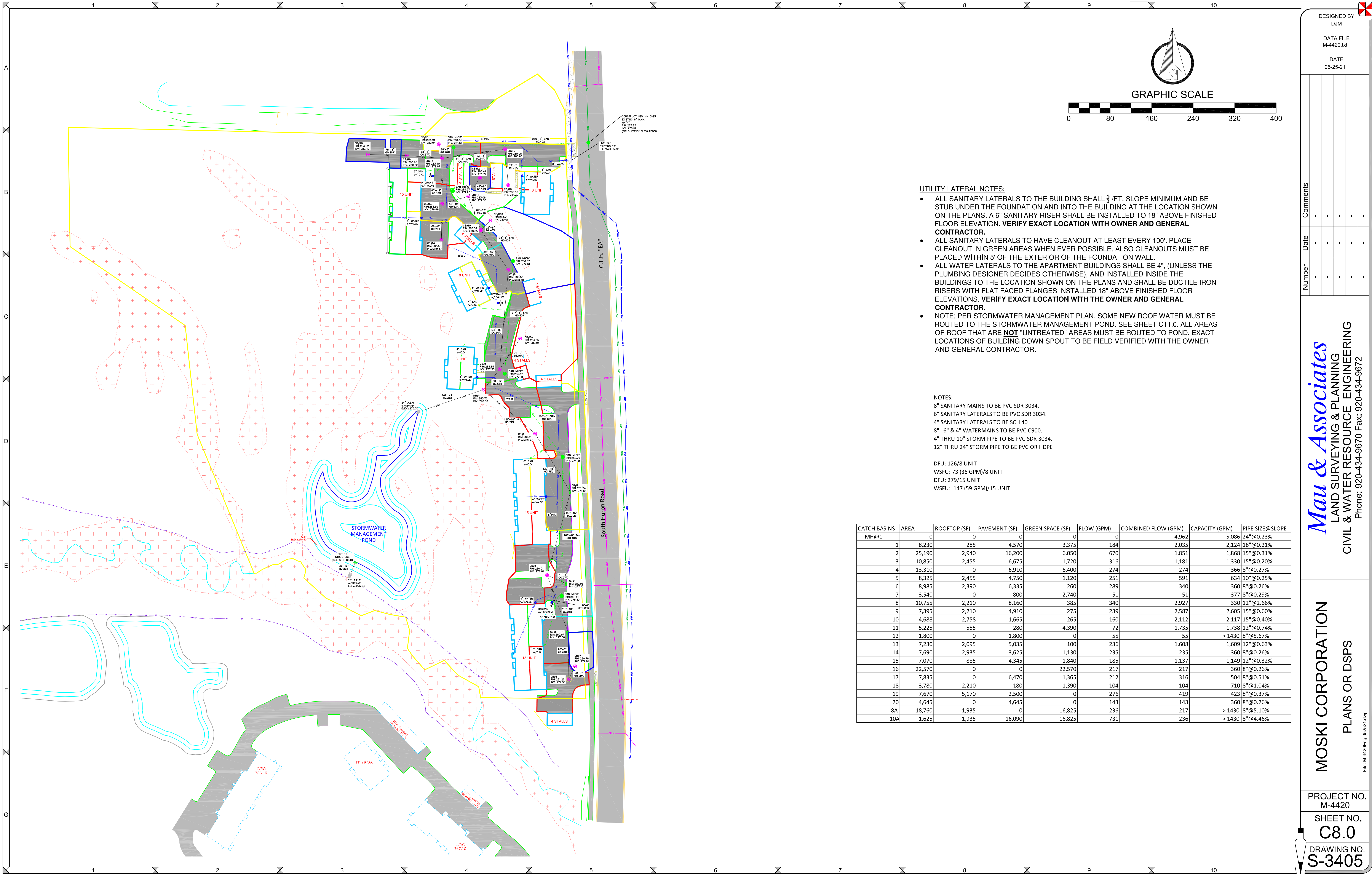
A DESCRIPTION OF EROSION AND SEDIMENT CONTROL MAINTENANCE ACTIVITIES;

AND AN ASSESSMENT OF EROSION AND SEDIMENT CONTROL CONDITIONS.

THE CONTRACTOR SHALL PROMPTLY FURNISH THE ORIGINAL WEEKLY INSPECTION REPORTS TO THE OWNER, OWNER'S REPRESENTATIVE, OR WISCONSIN DEPARTMENT OF NATURAL RESOURCES WHEN REQUESTED. THE CONTRACTOR SHALL KEEP A COPY OF THE APPROVED EROSION & SEDIMENT CONTROL PLAN, PERMITS, AND WEEKLY INSPECTION REPORTS ON-SITE AT ALL TIMES.

ALL WASTE FROM THE CONSTRUCTION SITE SHALL BE PROPERLY DISPOSED OF AND NOT BE ALLOWED TO ENTER THE STORM SEWER SYSTEM, DRAINAGE SYSTEM, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS LOCATED WITHIN THE CONSTRUCTION SITE, INCLUDING GARNERS CREEK.





- UTILITY LATERAL NOTES:
- ALL SANITARY LATERALS TO THE BUILDING SHALL $\frac{1}{8}$ "/FT. SLOPE MINIMUM AND BE STUB UNDER THE FOUNDATION AND INTO THE BUILDING AT THE LOCATION SHOWN ON THE PLANS. A 6" SANITARY RISER SHALL BE INSTALLED TO 18" ABOVE FINISHED FLOOR ELEVATION. **VERIFY EXACT LOCATION WITH OWNER AND GENERAL CONTRACTOR.**
 - ALL SANITARY LATERALS TO HAVE CLEANOUT AT LEAST EVERY 100'. PLACE CLEANOUT IN GREEN AREAS WHEN EVER POSSIBLE. ALSO CLEANOUTS MUST BE PLACED WITHIN 5' OF THE EXTERIOR OF THE FOUNDATION WALL.
 - ALL WATER LATERALS TO THE APARTMENT BUILDINGS SHALL BE 4". (UNLESS THE PLUMBING DESIGNER DECIDES OTHERWISE), AND INSTALLED INSIDE THE BUILDINGS TO THE LOCATION SHOWN ON THE PLANS AND SHALL BE DUCTILE IRON RISERS WITH FLAT FACED FLANGES INSTALLED 18" ABOVE FINISHED FLOOR ELEVATIONS. **VERIFY EXACT LOCATION WITH THE OWNER AND GENERAL CONTRACTOR.**
 - NOTE: PER STORMWATER MANAGEMENT PLAN, SOME NEW ROOF WATER MUST BE ROUTED TO THE STORMWATER MANAGEMENT POND. SEE SHEET C11.0. ALL AREAS OF ROOF THAT ARE **NOT** "UNTREATED" AREAS MUST BE ROUTED TO POND. EXACT LOCATIONS OF BUILDING DOWN SPOUT TO BE FIELD VERIFIED WITH THE OWNER AND GENERAL CONTRACTOR.

NOTES:

- 8" SANITARY MAINS TO BE PVC SDR 3034.
- 6" SANITARY LATERALS TO BE PVC SDR 3034.
- 4" SANITARY LATERALS TO BE SCH 40
- 8", 6" & 4" WATERMAINS TO BE PVC C900.
- 4" THRU 10" STORM PIPE TO BE PVC SDR 3034.
- 12" THRU 24" STORM PIPE TO BE PVC OR HDPE

DFU: 126/8 UNIT
WSFU: 73 (36 GPM)/8 UNIT
DFU: 279/15 UNIT
WSFU: 147 (59 GPM)/15 UNIT

CATCH BASINS	AREA	ROOFTOP (SF)	PAVEMENT (SF)	GREEN SPACE (SF)	FLOW (GPM)	COMBINED FLOW (GPM)	CAPACITY (GPM)	PIPE SIZE@SLOPE
MH@1	0	0	0	0	0	4,962	5,086	24" @0.23%
1	8,230	285	4,570	3,375	184	2,035	2,124	18" @0.21%
2	25,190	2,940	16,200	6,050	670	1,851	1,868	15" @0.31%
3	10,850	2,455	6,675	1,720	316	1,181	1,330	15" @0.20%
4	13,310	0	6,910	6,400	274	274	366	8" @0.27%
5	8,325	2,455	4,750	1,120	251	591	634	10" @0.25%
6	8,985	2,390	6,335	260	289	340	360	8" @0.26%
7	3,540	0	800	2,740	51	51	377	8" @0.29%
8	10,755	2,210	8,160	385	340	2,927	330	12" @2.66%
9	7,395	2,210	4,910	275	239	2,587	2,605	15" @0.60%
10	4,688	2,758	1,665	265	160	2,112	2,117	15" @0.40%
11	5,225	555	280	4,390	72	1,735	1,738	12" @0.74%
12	1,800	0	1,800	0	55	55	> 1430	8" @5.67%
13	7,230	2,095	5,035	100	236	1,608	1,609	12" @0.63%
14	7,690	2,935	3,625	1,130	235	235	360	8" @0.26%
15	7,070	885	4,345	1,840	185	1,137	1,149	12" @0.32%
16	22,570	0	0	22,570	217	217	360	8" @0.26%
17	7,835	0	6,470	1,365	212	316	504	8" @0.51%
18	3,780	2,210	180	1,390	104	104	710	8" @1.04%
19	7,670	5,170	2,500	0	276	419	423	8" @0.37%
20	4,645	0	4,645	0	143	143	360	8" @0.26%
8A	18,760	1,935	0	16,825	236	217	> 1430	8" @5.10%
10A	1,625	1,935	16,090	16,825	731	236	> 1430	8" @4.46%

DESIGNED BY
DJM

DATA FILE
M-4420.bxt

DATE
05-25-21

Number	Date	Comments
1	1	1
2	2	2
3	3	3
4	4	4

Mau & Associates

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Fax: 920-434-9672

MOSKI CORPORATION

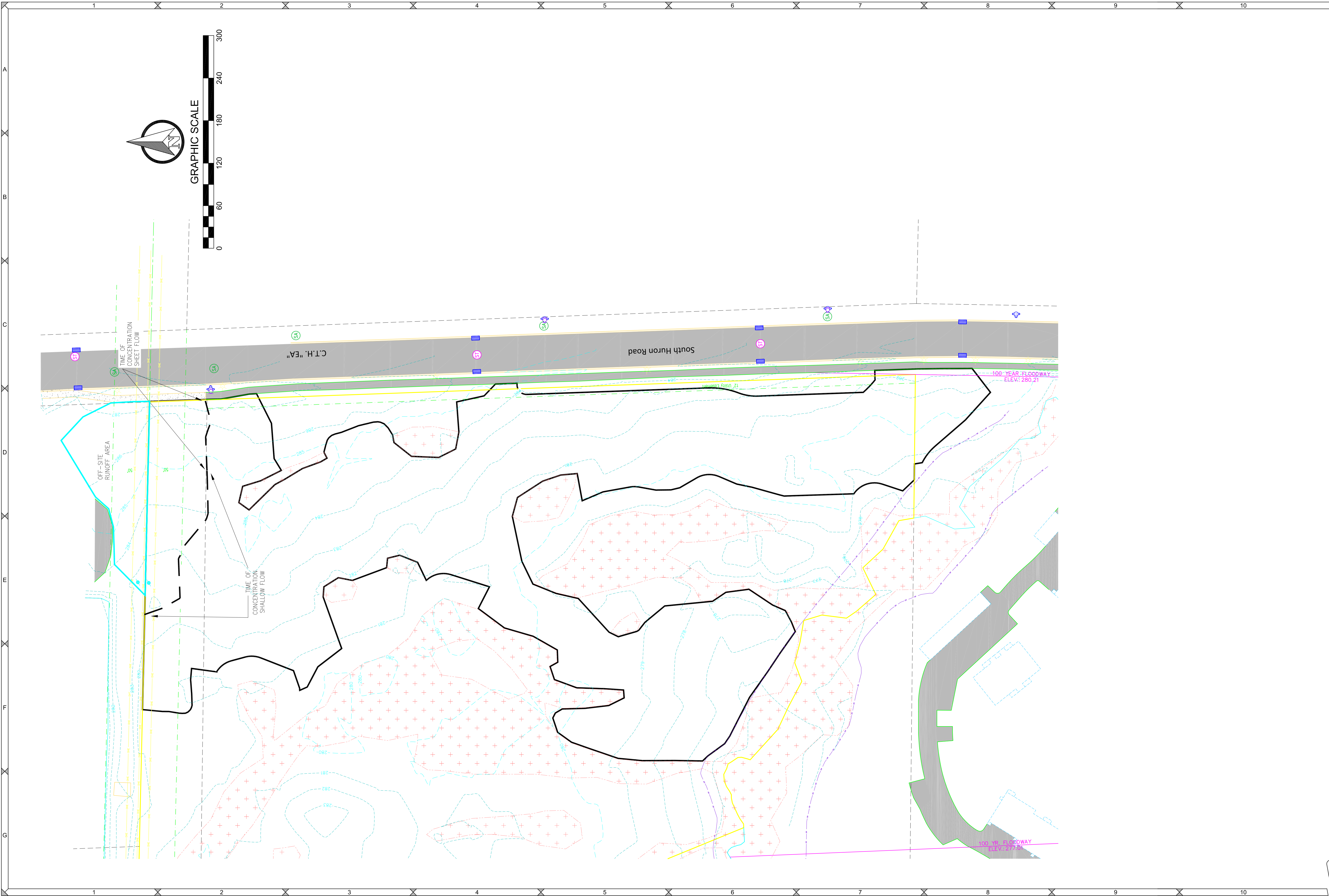
PLANS OR DSPS

PROJECT NO.
M-4420

SHEET NO.
C8.0

DRAWING NO.
S-3405

File: M-4420Eng 062521.dwg



DESIGNED BY
DJM

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Number	Date	Comments
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-	-	-

Mau & Associates
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CIVIL & WATER RESOURCE ENGINEERING
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MOSKI CORPORATION
EXISTING WATERSHED

PROJECT NO.
M-4420

SHEET NO.
C9.0

DRAWING NO.
S-3405

File: M-4420Eng 062521.dwg





Report to the Green Bay Plan Commission

MEETING DATE

August 17, 2021

PREPARED BY

Madison Smith

AGENDA ITEM # O.2

To authorize a Conditional Use Permit (CUP) for a duplex (RI) district located at the corner of 3105 Sandstone Court and 1413 Sandstone Place, subject to the following conditions:
City of Green Bay zoning and building approvals are required prior to commencing construction of buildings, structures, drives, or parking areas, and may also be required prior to commencing grading, excavation, filling, or other land disturbing activity. (Public Hearing held 08/09/2021)

BACKGROUND

Primary Address: 3105 Sandstone Court, 1413 Sandstone Place

Alderson/District: Ald. Jesse Brunette / District 12

Reason for Request: To permit the construction of a duplex

Surrounding Zoning and Land Uses:

SUBJECT: RI (Low Density Residential-New Lots) - Development Districts: Urban Expansion

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

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

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

WEST: Low Density Residential (RI) - Single-family homes
Conservancy (CON) - Conservancy, Retention Pond

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area to remain the same as low density residential.

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 compliant with the applicable recommended policy and the future land use map.

Report: The subject property is located on the southwest corner of 1413 Sandstone Place and 3105 Sandstone Court. The parcel is currently undeveloped vacant residential with an assessed value of \$31,700 and is zoned as Low Density Residential. The subject area is not located in a Flood Plain and relies on City Water with light traffic in the residential district. The Legal Acres is: 0.278. This subject parcel is located in the Urban Expansion Development District.

The proposal by The Barton Corporation (Bart Rynish, President) is to construct a duplex on the corner. Per the application submitted by the property owner: "The construction of a duplex will be located on a corner, not an intersection, so the lot access is safely obtained. The design allows for good visibility around the corner."

Barton Designs Builders have provided site plans and renders which staff believes fit the neighborhood and layout. The "L" shape provides a duplex that aesthetically is separate, but also meets inspection/utilities/safety separation for a zero lot line.

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.*

The Zoning Code, Section 44-1580 (4) Residential Uses: Duplexes shall be designed to reflect the general architectural style of surrounding buildings. The proposed request is compliant with the CUP standards above. Section 44-554 (Table 44-2) specifies the lot dimensions, setback requirements within residential districts: Duplex (per building) R1: 7,500; the given renderings and site plans meet code. The Barton Corporation also owns adjacent property to the west.

The proposed building face on Sandstone Place will have one garage and the Sandstone Court side will have two. A two-family dwelling unit (duplex) will require a Conditional Use Permit stated in Section 44-552 of the Municipal Code. The proposed CUP does not conflict with the current and future land uses as reflected in the City's Comprehensive Plan. Ald. Jesse Brunette and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received one objection via email:

"I received a letter regarding a public hearing for a Proposed Conditional Use Permit for 3105/1413 Sandstone Place to allow Bart Rynish to build a duplex there. I am not able to attend the meeting, but I wanted to convey my concern to you. I am strongly opposed to this for two reasons. 1) The neighbors in this area would like to keep this section of Sandstone Place/S Sandstone Ct family-friendly. Constructing a rental unit creates a revolving door of unknown neighbors. 2) This will negatively affect property values in the area."

There were no other comments or objections received.

RECOMMENDATION

Recommendation: Approval of the request, subject to 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.

FISCAL IMPACT

ATTACHMENTS

1. Application CUP 2F 3105 Sandstone Ct_1413 Sandstone Pl
2. ZP 21-20 Color Map
3. ZP 21-20 Future Landuse Map
4. ZP 21-20 Zoning Map
5. ZP 21-20 BW Map
6. ZP 21-20 Street View



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): The Barton Corp. / Bart Rynish, Pres. Date: 7/19/2021
Email: brynish@new.rr.com Phone Number: 920-609-2626
Address: P.O. Box 125 City: Suamico State: WI Zip Code: 54173
Property Owner: NXGen Investments, LLC Phone Number: 920-606-4436
Parcel Numbers (required): 6H-4425
Location of Property: Corner of Sandstone Place & Sandstone Ct in Sand Ridge Park South, First Addition

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, The Barton Corp. (Bart Rynish, Pres.), respectfully request that the City of Green Bay take the following action:

Attach Zoning Petition Form with first three items.

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

Petitioner Signature(s): Bart Rynish, Pres.

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

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

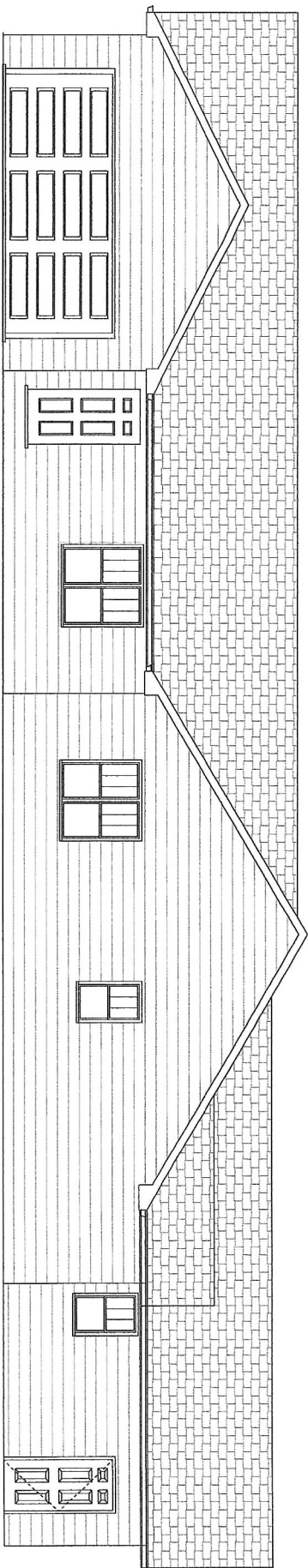
Attach maps and legal descriptions (required).

Allow construction of a duplex on this lot. This is a corner that is not an intersection, so lot access is safely obtained. The design allows for good visibility around the corner.

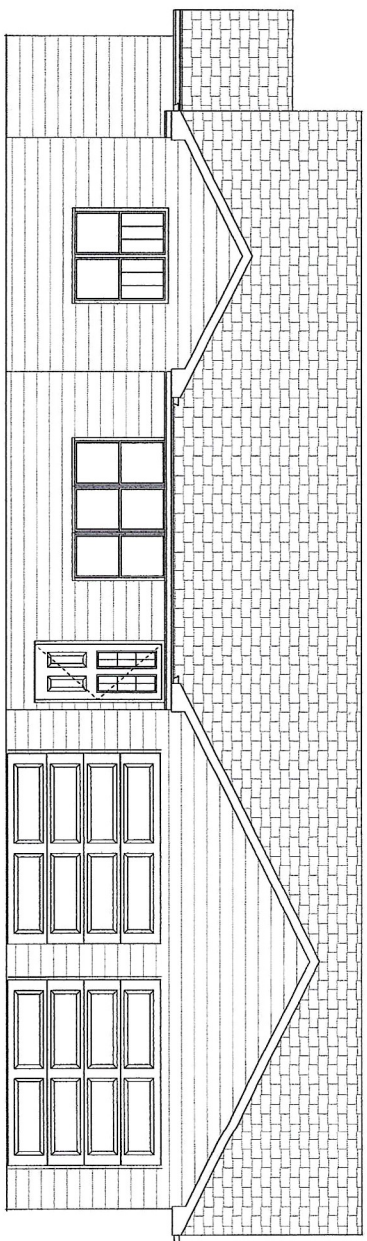
Please contact the Dept. of Community and Economic Development, Room 608, City Hall,
(920) 448-3400, if you have any questions.



BARTON
DESIGNS
BUILDER



SANDSTONE PLACE - FRONT



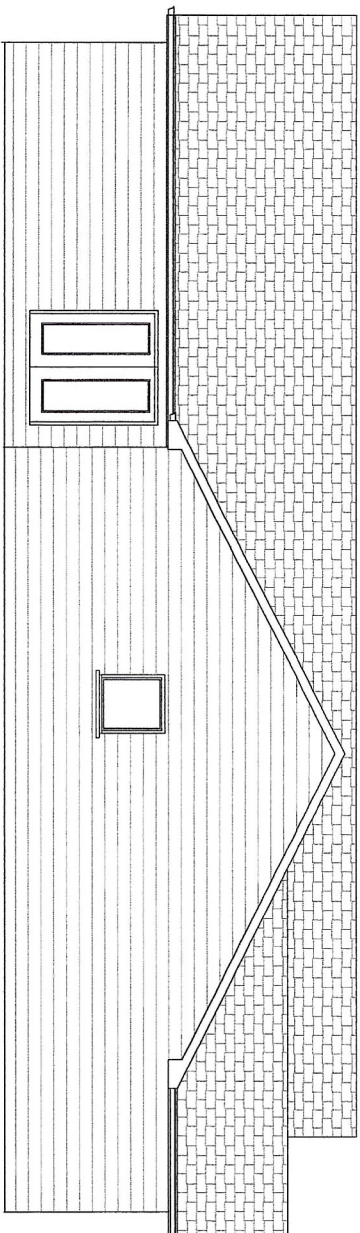
SANDSTONE COURT - FRONT

603-2626 Cellular
brynishenew.rtr.com

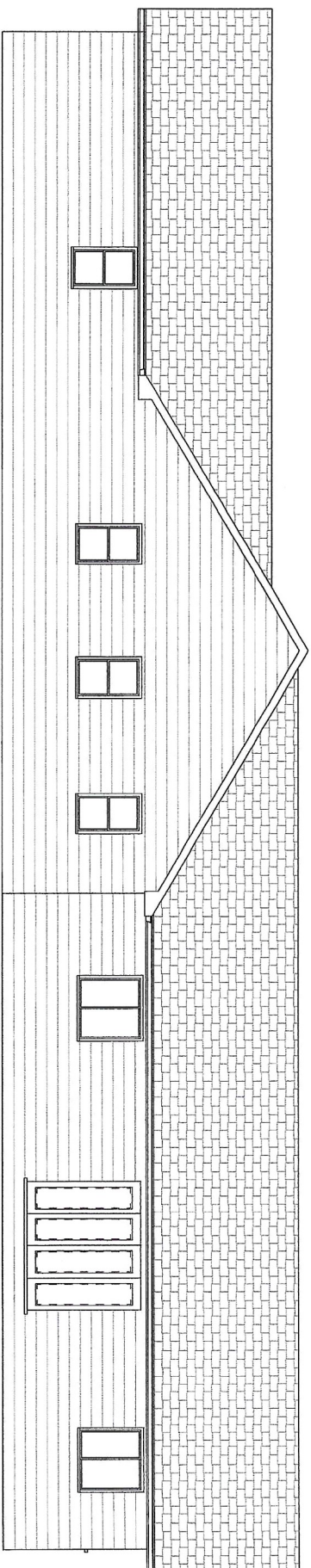
DATE 6-21-2021
CITY Green Bay
STREET Lot 25, Sandstone Pl./Ct.

SIZE 2616 SF
MODEL the Sandstone Duplex
OWNER NXGen Investments, LLC





SANDSTONE COURT - REAR



SANDSTONE PLACE - REAR

DATE

6-21-2021

CITY

Green Bay

STREET

Lot 25, Sandstone Pl./Ct.

SIZE

2616 SF

MODEL

the Sandstone Duplex

OWNER

KXGen Investments, LLC

609-2626 Cellular
brynh@hensu.wi.com

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between

The Barton Corporation of Wisconsin, Inc.

("Grantor," whether one or more), and

NXGen Investments, LLC

("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Brown County, State of Wisconsin ("Property") (If more space is needed, please attach addendum):

Lot 25, inclusive, according to the recorded Plat of Sand Ridge Park South of First Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Recording Area

Name and Return Address:
NXGen Investments, LLC
1255 Scheuring Rd, Ste A
De Pere, WI 54115

6H-4425

Parcel Identification Number (PIN)

This is not homestead property.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in the Grantor's (Seller's) Real Estate Condition Report, if any, and in the Offer to Purchase for the Property between the Grantor and Grantee, if any, and general taxes levied in the year of closing and will warrant and defend the same.

Dated: 6.29.21

The Barton Corporation of Wisconsin, Inc.

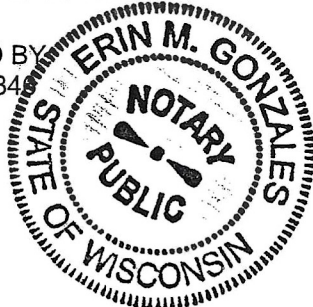
BY: Barton Rynish, Pres.
Barton Rynish, President

AUTHENTICATION

Signature(s): The Barton Corporation of Wisconsin, Inc.
authenticated on

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY
Erin Gonzales Scrivener / 2060346
Knight Barry Title Services LLC
840 Willard Drive, Ste 102
Green Bay, WI 54304



ACKNOWLEDGMENT

STATE OF WI
COUNTY OF braun

The instrument was acknowledged before me on
6.29.21, by Barton Rynish,
President (the signer).

The signer was:
☒ physically in my presence OR
☐ in my presence involving the use of communication
technology

Notary Public: Erin M. Gonzales
Notary Public, State of WI
My commission (is permanent)(expires: 2.19.25)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

*Type name below signatures

BARTON DESIGNS BUILDER

Check # 19636 Date 07/18/2021 Payee CITY OF GREEN BAY

Memo 6H-4425 Conditional Use Request

19636 Amount 300.00

BARTON
DESIGNS
BUILDER

P.O. Box 125
Suamico, WI 54173-0125
1-920-434-4848

NICOLET NATIONAL BANK
111 N WASHINGTON ST
GREEN BAY, WI 54301
79-1793/759

19636

Three Hundred and 00/100thsDollars

PAY
TO THE
ORDER
OF: CITY OF GREEN BAY

DATE	AMOUNT
07/18/2021	***\$300.00

Bart Rynish, Pres.
AUTHORIZED SIGNATURE

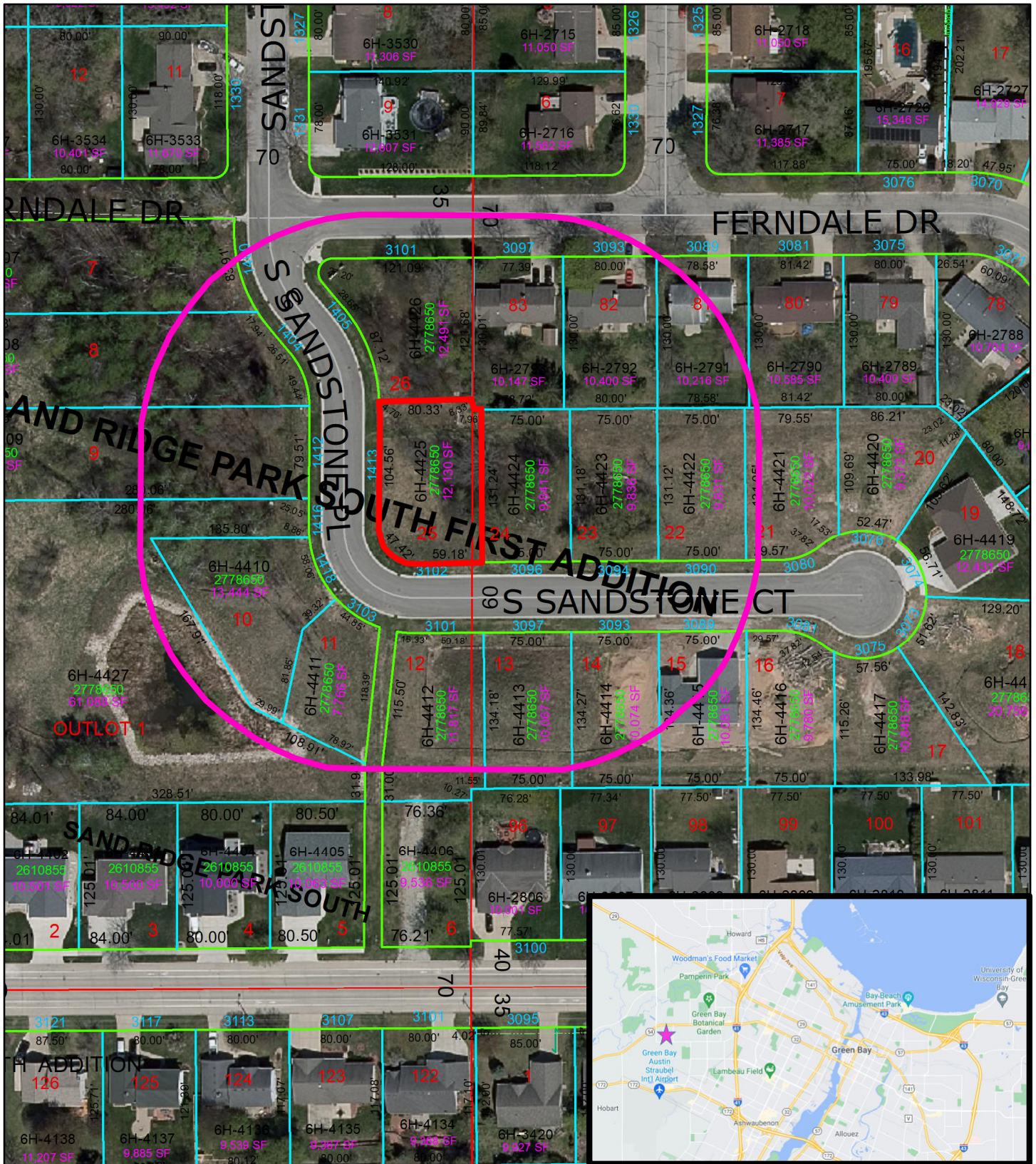
⑈019636⑈ ⑆075917937⑆ 14500223⑈

BARTON DESIGNS BUILDER

Check # 19636 Date 07/18/2021 Payee CITY OF GREEN BAY

Memo 6H-4425 Conditional Use Request

19636 Amount 300.00



(ZP 21-20) Conditional Use Permit (CUP)
Duplex 1413 Sandstone Place
Green Bay, WI, 54313

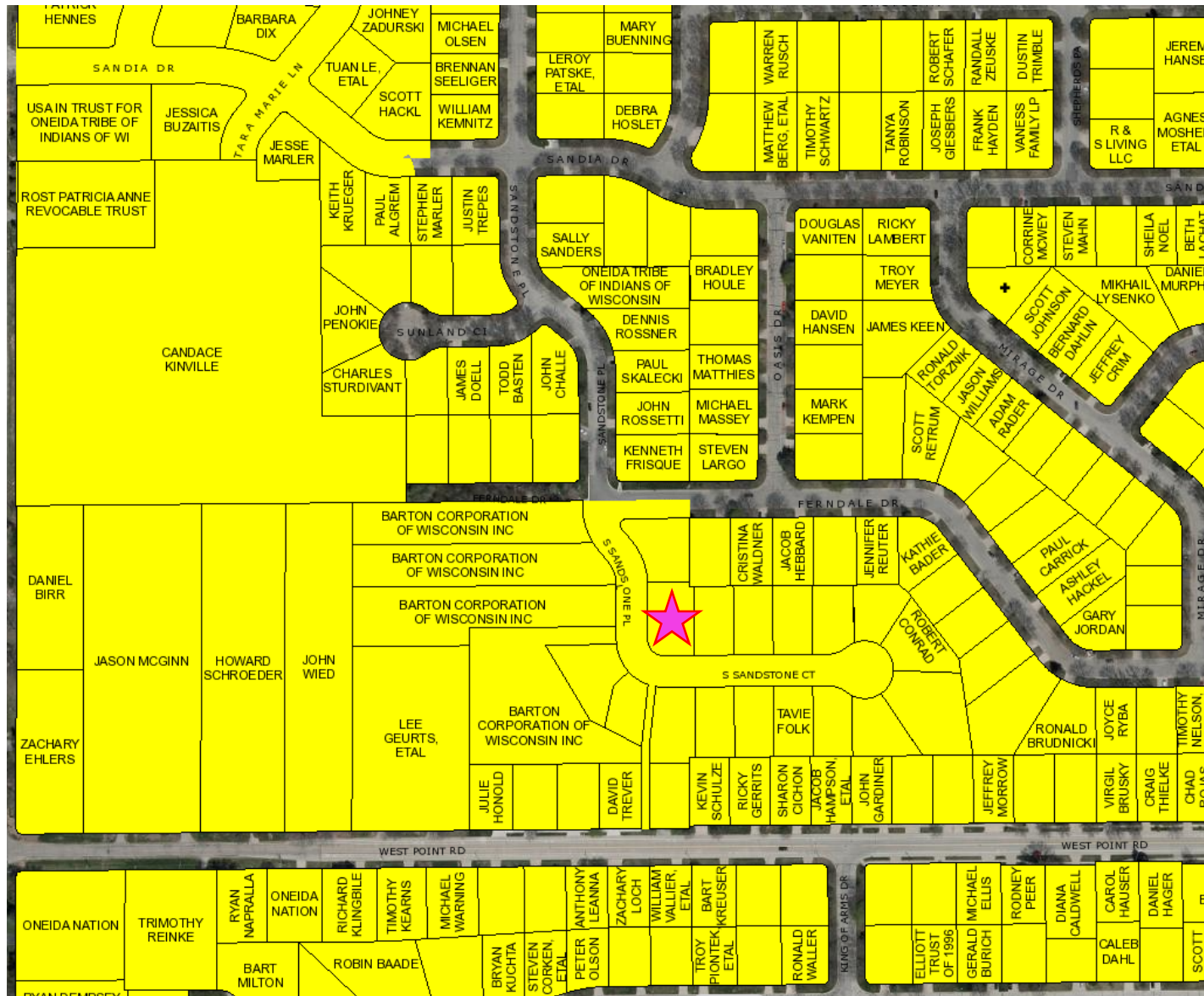
0 30 60 120 Feet

- Subject Parcels
- Notification Area 200'

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Parcel Numbers:
6H-4425

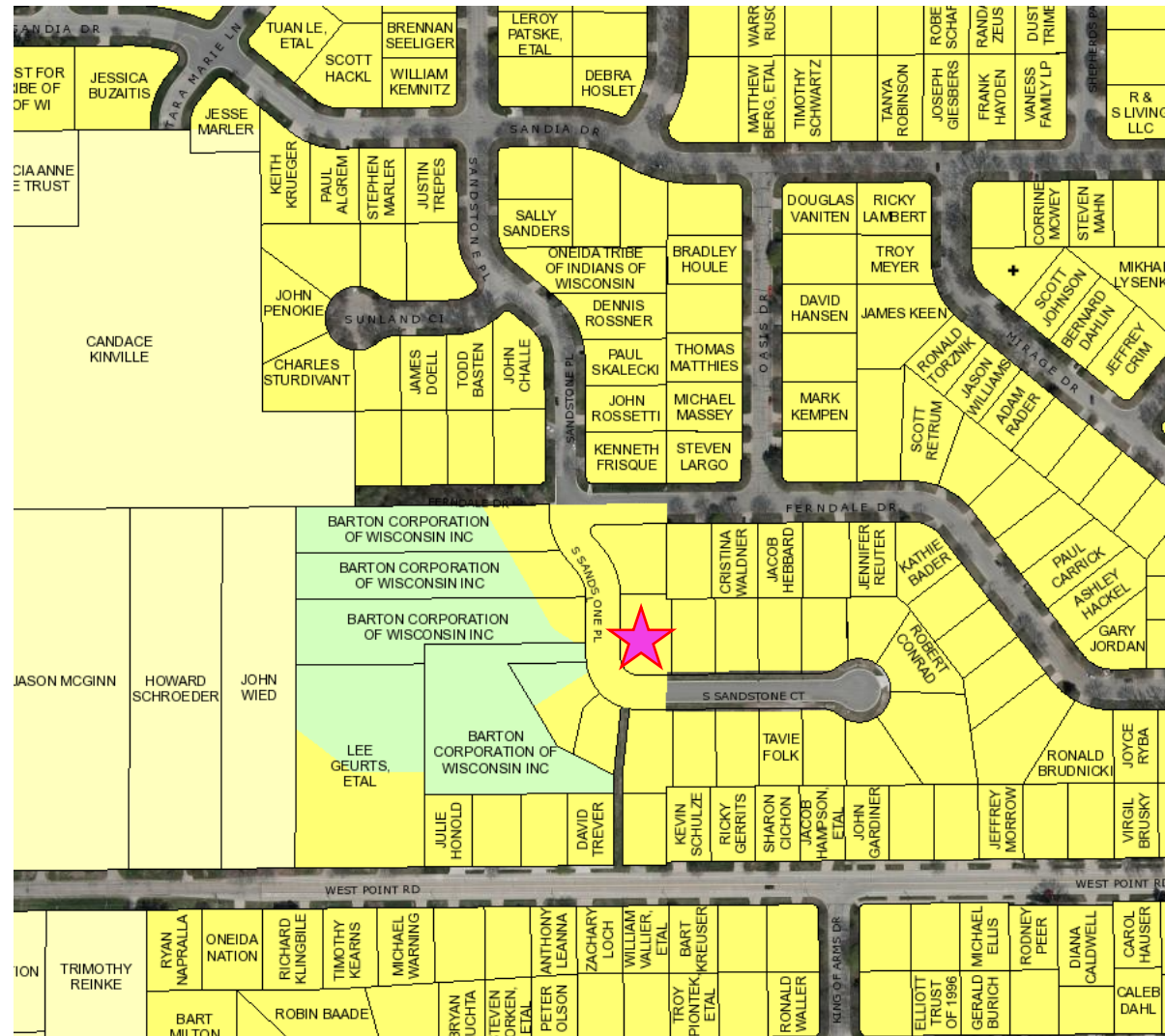
Future Landuse – Parcel# 6H-4425, 3105 Sandstone Ct, 1413 Sandstone Pl



Future Landuse Legend

- Business Park
- Commercial
- General Industry
- High Intensity Retail, Office or Housing
- Institution
- School
- Other Public or Semi Public
- Water
- Low Density Residential
- Low / Medium Density Housing
- Medium / High Density Housing
- Light Industry
- Medium Intensity Retail, Office or Housing
- Traditional Neighborhood Development
- Unknown
- Undevelop
- Parks
- Downtown
- Private Open Space
- Wetlands

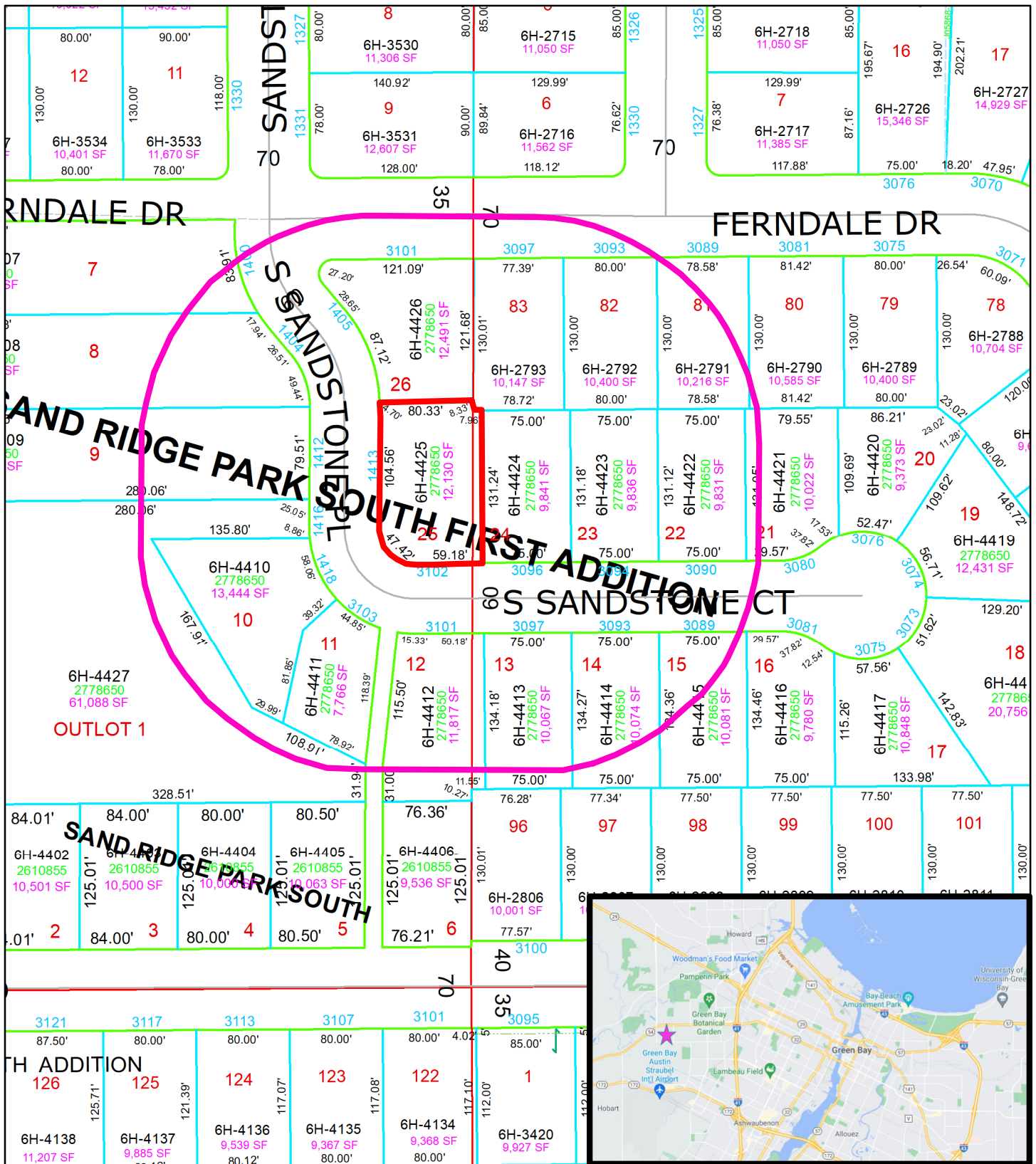
Current Zoning – Parcel# 6H-4425, 3105 Sandstone Ct, 1413 Sandstone Pl



Zoning Legend



- 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





GREEN BAY
TITISTOWN, USA

(ZP 21-20) Conditional Use Permit (CUP)

Duplex 1413 Sandstone Place

Green Bay, WI, 54313

Feet

0 30 60 120

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Parcel Numbers:
6H-4425

Subject Parcels

Notification Area
200'

ZP 21-20, 3105 Sandstone Court, 1413 Sandstone Place CUP

Conditional Use Permit to allow the construction of a Duplex on the corner lot, currently undeveloped/vacant.





Report to the Green Bay Plan Commission

MEETING DATE

August 17, 2021

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # O.3

To authorize a Conditional Use Permit (CUP) for a school addition for NEW Lutheran High School located at 1311 S. Robinson Avenue, with the following conditions:

- Any additional expansions will require an amendment to this Conditional Use Permit.
- 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.
- The new lights for the addition shall be pointed downward and have zero footcandles past the property lines.

(Public Hearing held 08/09/2021)

BACKGROUND

Primary Address: 1311 S. Robinson Avenue

Alderspersion / District: Ald. Veronica Corpus-Dax / District 2

Reason for Request: To permit expansion of an existing school building

Surrounding Zoning and Land Uses:

SUBJECT: Low-Density Residential (R1) - School

NORTH: Low-Density Residential (R1) - Single-Family Residential

SOUTH: Conservancy (CON) - Conservancy

EAST: Low-Density Residential (R1) - Single-Family Residential

WEST: Public Institutional (PI) - Wilder School and Park

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as School and Other Public or Semi-Public uses. 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.

Consistency Analysis: 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 City's east side along S. Robinson Avenue. It is zoned low-density residential (R1). Any existing schools prior to a zoning code update in 2006, are allowed in the R1 zoning district, but require a Conditional Use Permit (CUP) for any expansions. This CUP request is for an 8,936 sq. ft. addition to the eastern part of the building. The proposed addition is complimentary to the existing brick building. Material samples and exhibits are attached. The original site plan from the early 1990's

(attached) shows the expansion area, listed at 9,700 sq. ft.

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.

When considering the request in relation to the standards, planning staff believes these standards have been met. Ald. Corpus-Dax and adjacent property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff has received no objections or comments.

RECOMMENDATION

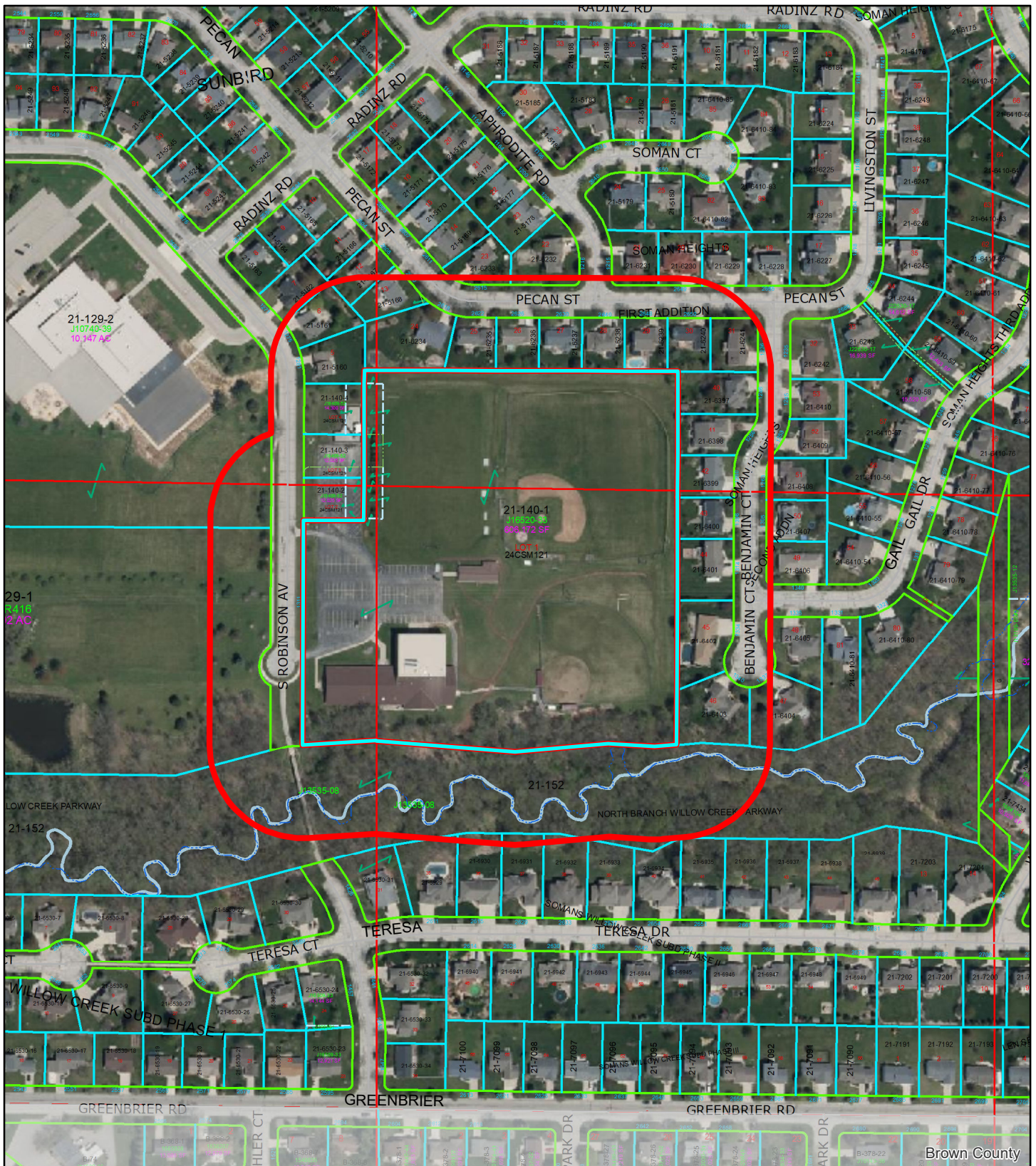
Approval of the request, subject to the following conditions:

1. Any additional expansions 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.

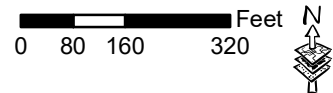
FISCAL IMPACT

ATTACHMENTS

1. ZP 21-21 Map
2. ZP 21-21 Building Photo
3. ZP 21-21 Site Plans
4. ZP 21-21 Elevations
5. ZP 21-21 Proposed exterior finishes
6. ZP 21-21, exterior with stucco finish



(ZP 21-21) Conditional Use Permit 1311 S Robinson Avenue

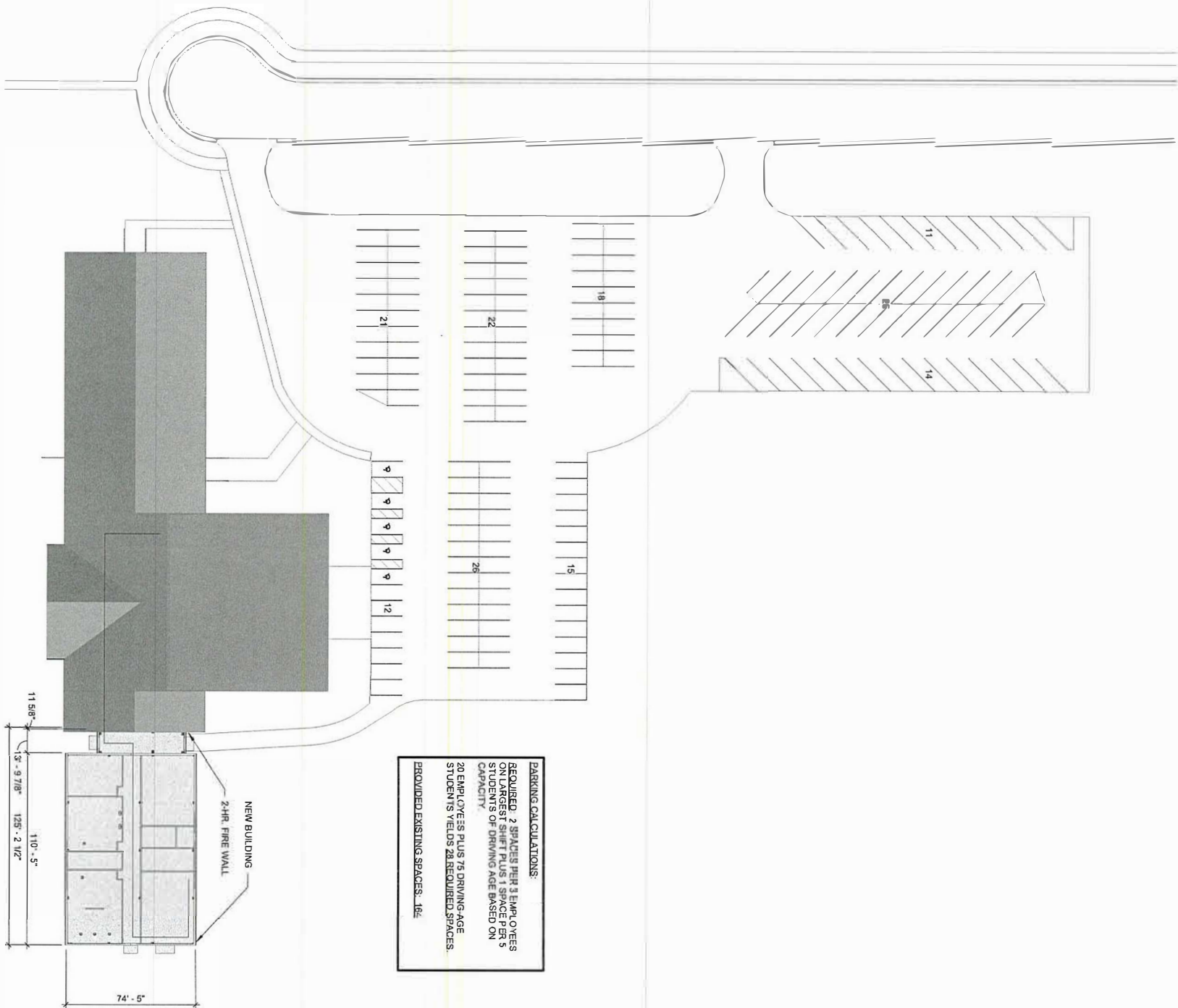


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- 1311 S Robinson Ave
- 200-ft. Notification Area

N.E.W. LUTHERAN
HIGH SCHOOL





PARKING CALCULATIONS:
REQUIRED 2 SPACES PER 1 EMPLOYEE
ON LARGEST SHIFT PLUS 1 SPACE PER 5
STUDENTS OF DRIVING AGE BASED ON
CAPACITY.
20 EMPLOYEES PLUS 75 DRIVING AGE
STUDENTS YIELDS 23 REQUIRED SPACES.
PROVIDED EXISTING SPACES: 18.

ARCHITECTURAL SITE PLAN



Current Site Plan

SUBMITTED FOR CITY REVIEW

NOTE:
PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PROPOSED SITE GRADES BY FIELD CHECKING TWO (2) BENCHMARKS AND A MINIMUM OF ONE (1) SITE FEATURE AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ALSO VERIFY HORIZONTAL CONTROL BY FIELD CHECKING SEVERAL CONTROL POINTS AND SHALL IMMEDIATELY NOTIFY McMAHON OF ANY DISCREPANCIES.

VERTICAL DATUM
ELEVATIONS ARE REFERENCED TO NGS DATA:
CONTROL POINT NAME: 4167
POINT ID: DL2636 NAVD 88 DATUM
BY GPS OBSERVATION TO ELEVATION = 647.32 (2012 ADJUSTMENT)
CONVENTIONAL LEVEL LOOP PER FIELD BOOK 1300 PAGE 14
HORIZONTAL DATUM:
COORDINATES ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR BROWN COUNTY MAD 83(91)

HORIZONTAL CONTROL POINTS

POINT #	NORTHING	EASTING	DESCRIPTION
2	553331.64	116080.27	MAG NAIL
3	553339.78	115762.98	MAG NAIL
6	553095.94	116281.35	MAG NAIL

VERTICAL BENCHMARK CONTROL

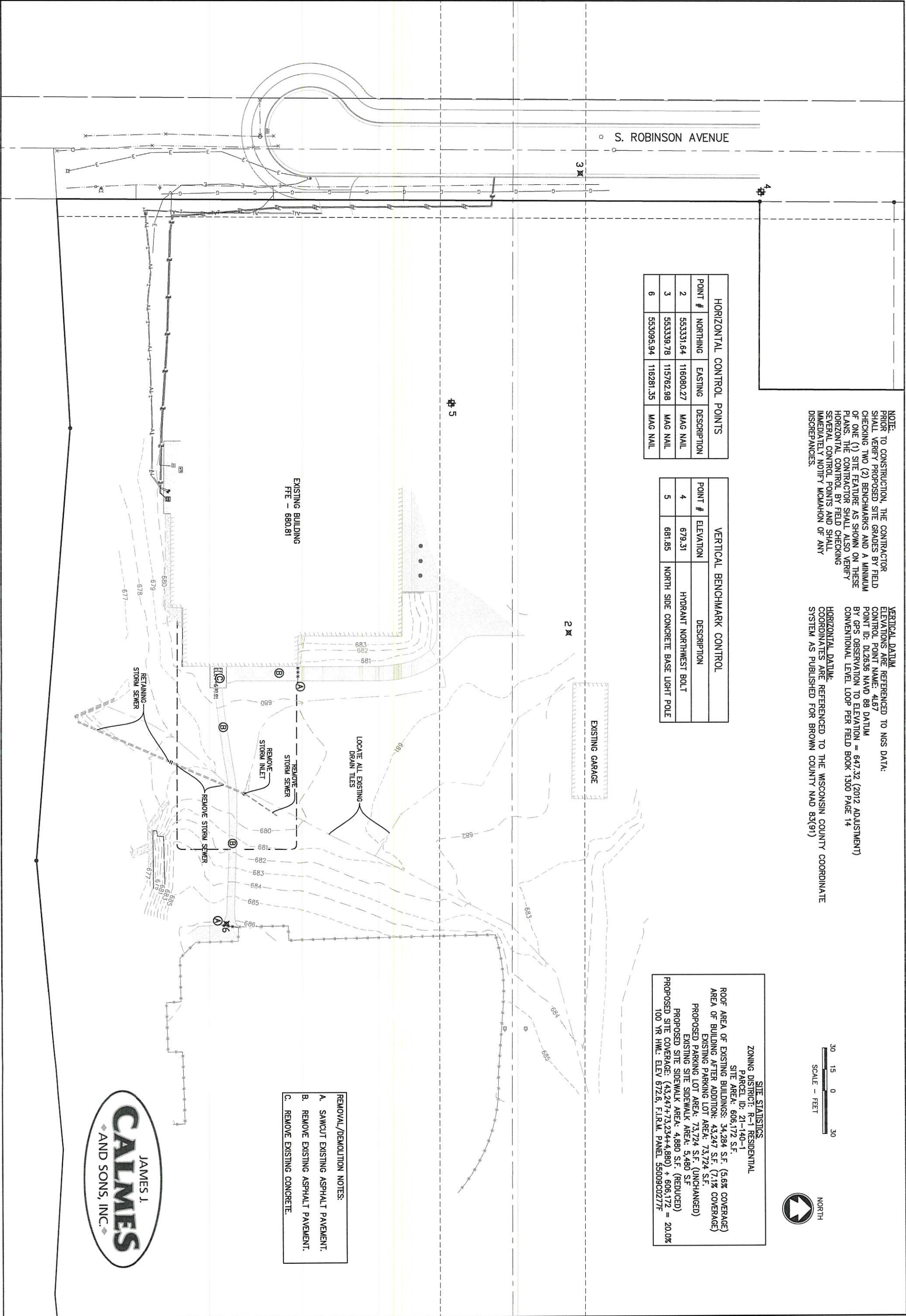
POINT #	ELEVATION	DESCRIPTION
4	679.31	HYDRANT NORTHWEST BOLT
5	681.85	NORTH SIDE CONCRETE BASE LIGHT POLE



SITE STATISTICS	
ZONING DISTRICT:	R-1 RESIDENTIAL
PARCEL ID:	21-140-1
SITE AREA:	606,172 S.F.
ROOF AREA OF EXISTING BUILDINGS:	34,284 S.F. (5.6% COVERAGE)
AREA OF BUILDING AFTER ADDITION:	43,247 S.F. (7.1% COVERAGE)
EXISTING PARKING LOT AREA:	73,724 S.F.
PROPOSED PARKING LOT AREA:	73,724 S.F. (UNCHANGED)
EXISTING SITE SIDEWALK AREA:	5,480 S.F.
PROPOSED SITE SIDEWALK AREA:	4,880 S.F. (REDUCED)
PROPOSED SITE COVERAGE:	(43,247+73,724+4,880) ÷ 606,172 = 20.0%
100 YR. HML:	ELEV 672.6, F.I.R.M. PANEL 35009C0277F

REMOVAL/DEMOLITION NOTES:

- A. SAWCUT EXISTING ASPHALT PAVEMENT.
- B. REMOVE EXISTING ASPHALT PAVEMENT.
- C. REMOVE EXISTING CONCRETE.



NO.	DATE	REVISION

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McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

A NEW FACILITY FOR: N.E.W. LUTHERAN HIGH SCHOOL
1311 S. ROBINSON AVE., GREEN BAY, WI
EXISTING SITE PLAN, DEMOLITION & SURVEY CONTOL PLAN

C002

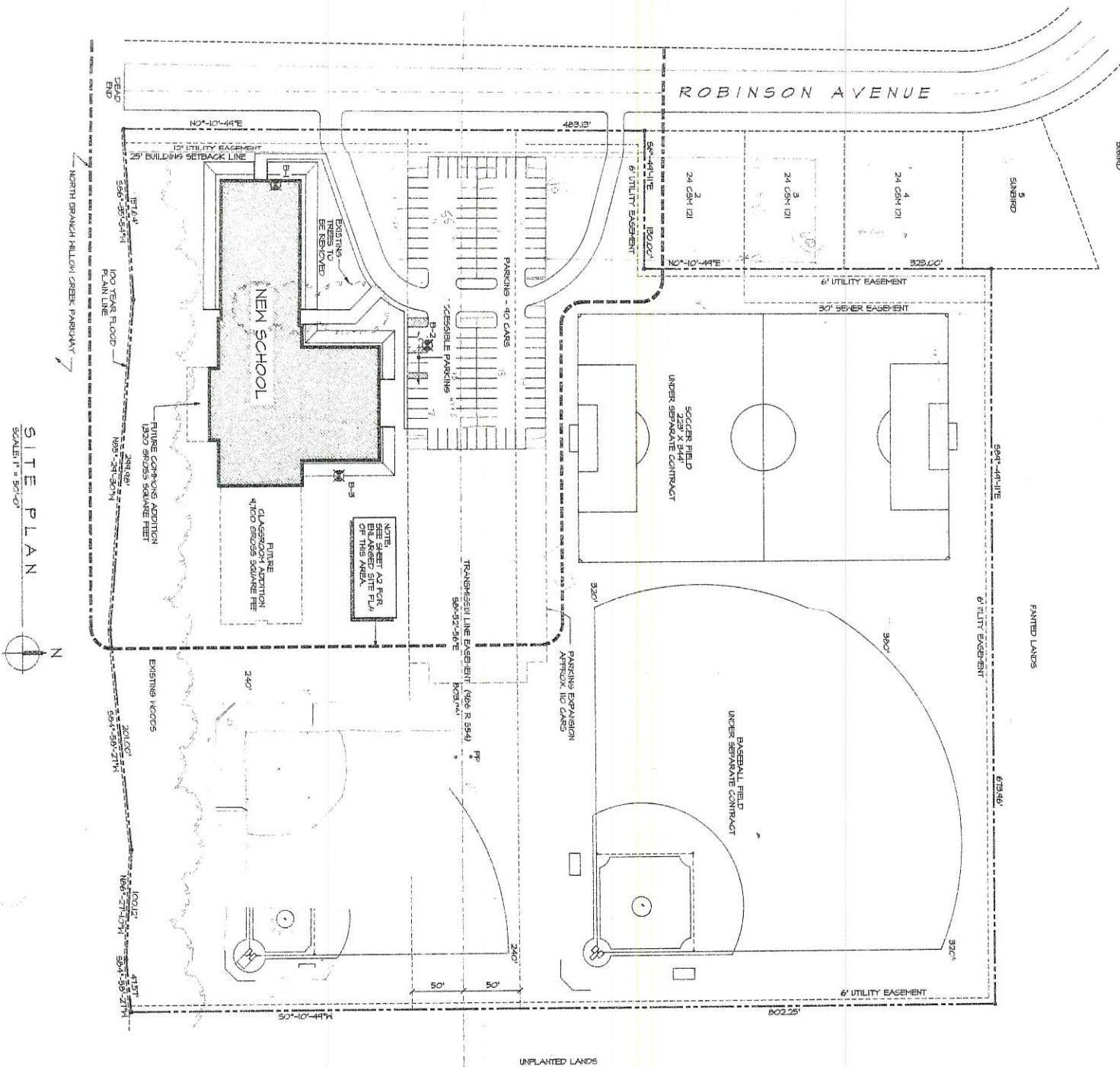
DESIGNED	DRAWN
R/W	MJA
PROJECT NO.	
C0604 06-21-00122	
DATE	
JUNE, 2021	

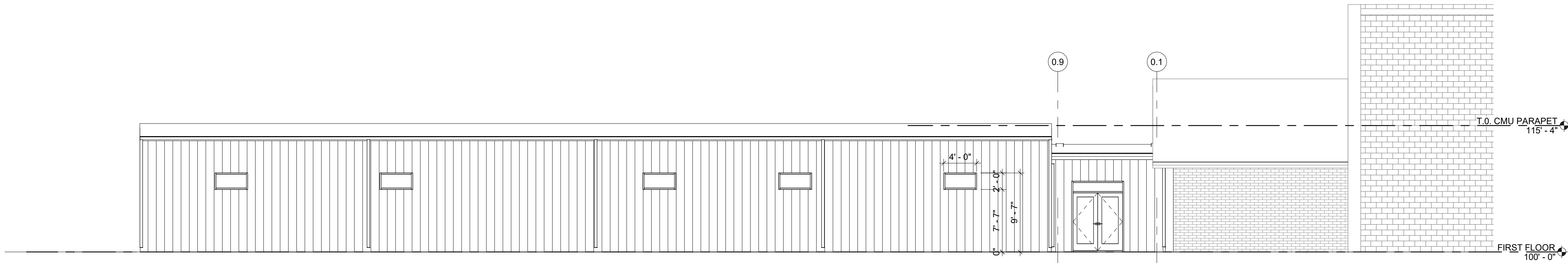
NEW HIGH SCHOOL FOR - N. E. W. LUTHERAN HIGH SCHOOL

INDEX TO DRAWINGS			
	A1	F1	P1
SITE PLAN, INDEX, SYMBOLS, MATERIALS			
BLANCED SITE PLAN WITH MECHANICAL AND ELECTRICAL	A2	F2	P2
FLOOR PLAN	A3	F3	P3
ROOM AND DOOR SCHEDULES, DETAILS	A4		
ELEVATIONS, DETAILS	A5		
SECTION AND DETAILS	A6		
SECTION AND DETAILS	A7		
SECTION AND DETAILS	A8		
SECTION AND DETAILS	A9		
SECTION AND DETAILS	A10		
TOILET ROOM ELEVATIONS AND DETAILS	A11		
CASEROCK AND DETAILS	A12		
DOOR DETAILS	A13		
STRUCTURAL - FOUNDATION PLAN	S1		
STRUCTURAL - ROOF FRAMING PLAN	S2		
STRUCTURAL - DETAILS	S3		
STRUCTURAL - DETAILS AND NOTES	S4		

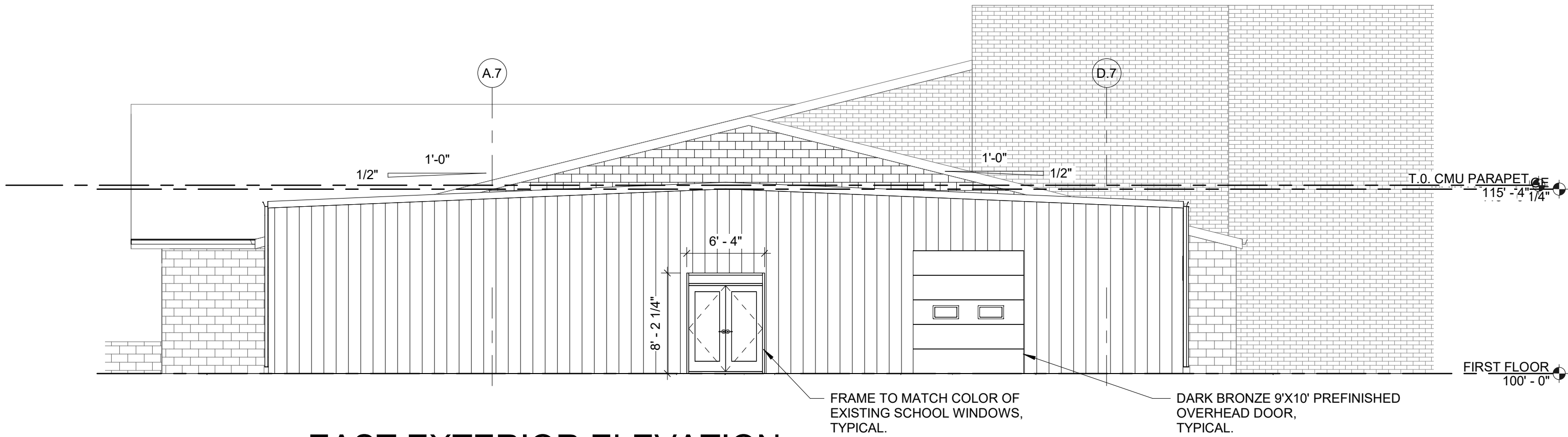
SYMBOLS			
DIRECTION LINE TO HALL OR OTHER SPACE			
DESIGNATES SECTION			
DESIGNATES SHEET SECTION OCCURS			
DESIGNATES DETAIL			
DESIGNATES SHEET DETAIL OCCURS			
BARRIER FREE FACILITY			
INDICATES ELEVATION			
INDICATES SOIL BORING			
INDICATES EXISTING CONTOUR TO REMAIN			
INDICATES PROPOSED CONTOUR			
INDICATES EXISTING GRADE			
INDICATES PROPOSED GRADE			

MATERIALS			
CONCRETE			
CMU (CONCRETE MASONRY UNIT)			
BRICK			
STEEL			
STD PARTITION			
WOOD (RAWHFINISH)			
PLYWOOD			
CELLULAR INSULATION			
RIGID INSULATION			
BLANKET INSULATION			
GYPSUM BOARD OR PLASTER BASE			
ACOUSTIC UNIT			

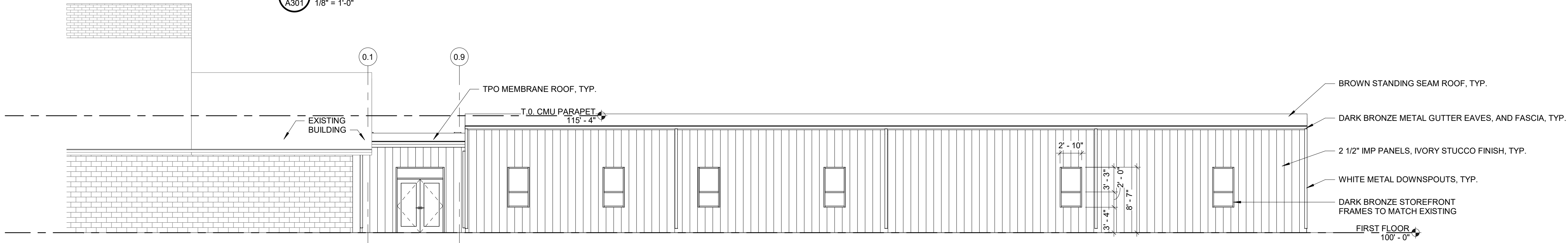




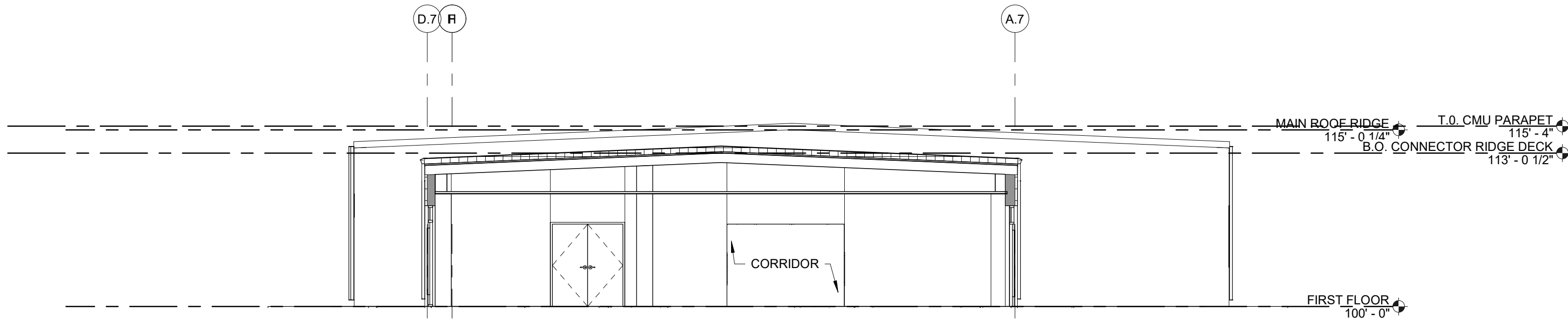
1 NORTH EXTERIOR ELEVATION
A301 1/8" = 1'-0"



2 EAST EXTERIOR ELEVATION
A301 1/8" = 1'-0"



3 SOUTH EXTERIOR ELEVATION
A301 1/8" = 1'-0"



4 WEST EXTERIOR ELEVATION
A301 1/8" = 1'-0"

SUBMITTED FOR CITY REVIEW

DESIGNED

MJM

DRAWN

AAT

PROJECT NO.
C0604-62/100122

DATE
JUNE 22, 2021

SHEET NO.
A301

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE NEENAH, WI 54956

Phone: (920) 751-4200 Fax: (920) 751-4284

www.mcmgrp.com

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A NEW FACILITY FOR:

N.E.W. LUTHERAN HIGH SCHOOL

1311 S ROBINSON AVE, GREEN BAY, WI

EXTERIOR ELEVATIONS







Report to the Green Bay Plan Commission

MEETING DATE

August 17, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # O.4

To authorize a Conditional Use Permit (CUP) for a shelter use in an Office/Residential (OR) District at 315 S. Jefferson Street, subject to the following conditions:

- a. A maximum capacity allowable under the International Building Code (IBC).
 - b. If the shelter facility use at 315 South Jefferson Street is discontinued, the operation is dissolved, or if Newcap no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
 - c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the rooming & boarding house but not limited to:
 - 1) Police calls and other documented safety concerns.
 - 2) Inadequate facilities.
 - d. Conformance with the submitted operating plan submitted by the applicant.
 - e. Compliance with all other regulations of the Green Bay Municipal Code.
 - f. A site plan be reviewed and approved, by the Community Development Review Team (CDRT).
- (Public Hearing held 08/09/2021)

BACKGROUND

Reason for Request: To permit a family shelter facility.

Surrounding Zoning and Land Uses:

SUBJECT	Office/Residential (OR), vacant dwelling/former commercial building.	
NORTH	Office/Residential (OR)	Office use
SOUTH	Office/Residential (OR)	Surface parking
EAST	Office/Residential (OR)	Office use
WEST	Public/Institutional (PI)	Green Bay Police Department

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 southwest North Webster Avenue and Cherry Street. The site is comprised of two lots containing a total 0.23 acres or 9,930 square feet. The approval of the request would allow for the repurposing of the former dwelling/commercial building as a family shelter facility. A

narrative and operational plan from the applicant is attached within this agenda. A preliminary building analysis has also been provided regarding potential updates to the structure for occupancy.

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 use of communal living arrangements for four or more people is permitted with a CUP and must meet minimum criteria within the Code. The Green Bay Zoning Code requires in 44-1581. Congregate living uses, development standards for Dormitory in all districts:

- (1) On-site services shall be for residents of the facility only.
- (2) The maximum number of persons occupying the building shall not exceed four per bedroom with 50 square feet of sleeping area per resident, except that more than four individuals may be allowed per room if all said individuals are related by blood, marriage, or adoption. Rooms shall consist of enclosed places having walls that extend from the ceiling to the floor and an entry door.
- (3) One bath and restroom facility for every eight individuals residing in the dormitory. The bath and restroom facility shall be located so that no individual is required to pass through a sleeping room other than their own in order to access the bath and restroom facility.
- (4) One kitchen and dining area for every ten individuals residing in the dormitory.
- (5) One laundry facility consisting of a minimum of one clothes washer, one clothes dryer, and a washbasin for every ten individuals residing in the dormitory.
- (6) One common use area/lounge of at least 600 square feet in size for relaxation and recreation of the occupants for every ten individuals residing in the dormitory.
- (7) If the dormitory use ceases for a period of 12 months or more, the conditional use approval will no longer be in effect. If construction and occupancy has not been completed and established within 12 months of the date of approval, the conditional use status of the property shall no longer be in effect. In the event of a natural disaster or emergency situation, as determined by the City of Green Bay, these regulations may be suspended for a term of not more than 12 months.

The ultimate occupancy of the shelter is an ongoing discussion with the applicant and the City therefore, a specific number of residents is not known at this time. The wish of the applicant is to house 10 to 12 families however, additional research by the applicant's architect will have to be considered. The applicant has consulted with an architect regarding building code compliance and documentation has been provided within this agenda packet. Staff will continue to work with the applicant on Zoning Code and Building Code compliance as part of future submittals by the applicant.

The Green Bay Municipal Code 44-1726, Figure 2, requires shelter facilities 1 space per 5 residents based on

capacity plus 2 spaces per 3 employees on the largest shift. Parking can be found in an existing garage to the rear of the property as well as the driveway leading to the garage via South Jefferson Street. This proposed use is in compliance with the above development standards; however, staff is recommending conditions of approval listed below. 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. R. Scannell, the Downtown Neighborhood Association and adjacent property owners within 200 ft. of the subject area have been noticed of the request. A neighborhood meeting was conducted by the applicant on July 27. There have been no inquiries regarding this request as of the drafting of this report.

RECOMMENDATION

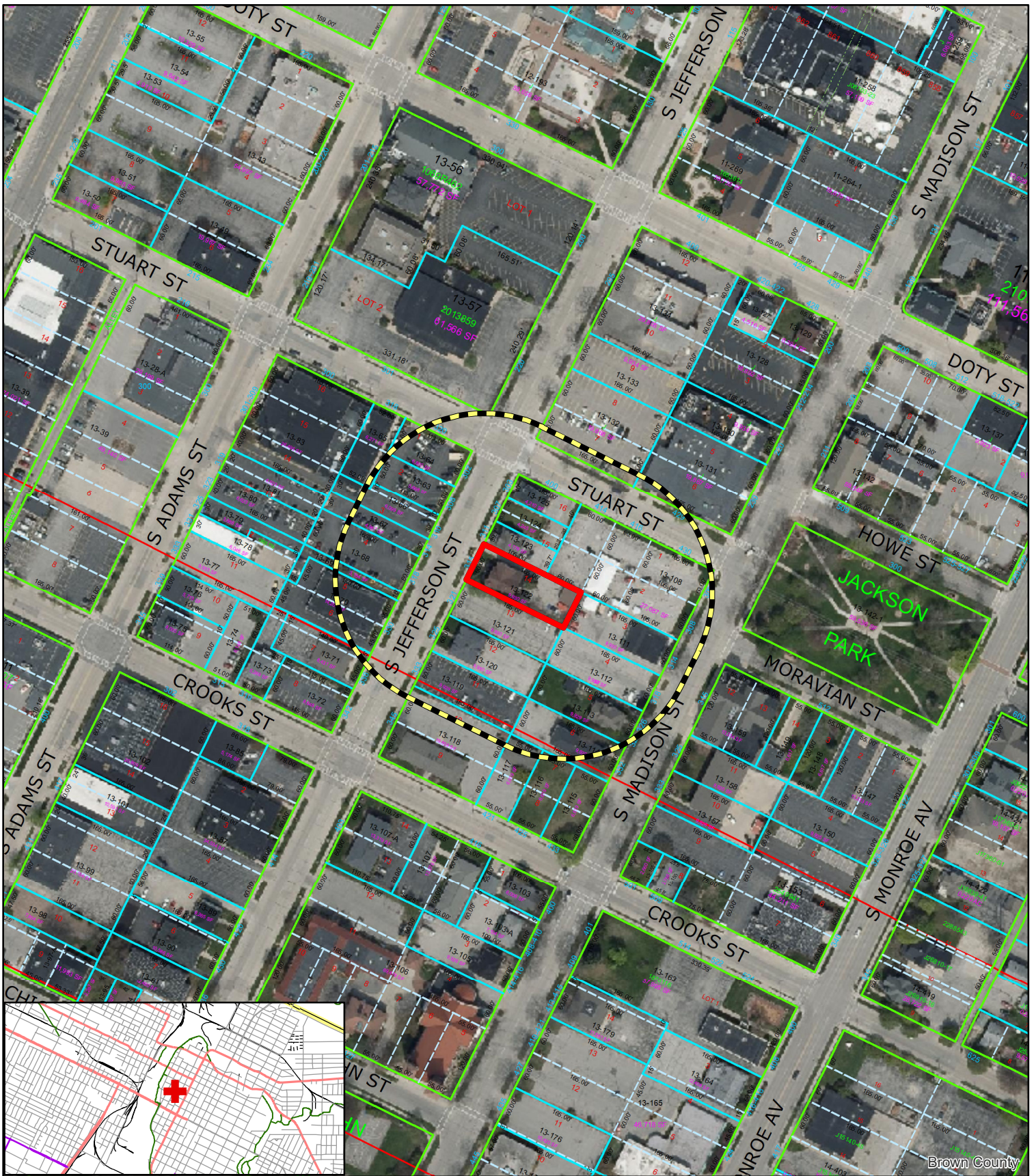
Approval of request, subject to:

- I. A maximum capacity allowable under the International Building Code (IBC).
2. If the shelter facility use at 315 South Jefferson Street is discontinued, the operation is dissolved, or if Newcap no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
3. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the rooming & boarding house but not limited to:
 - a. Police calls and other documented safety concerns.
 - b. Inadequate facilities.
4. Conformance with the submitted operating plan submitted by the applicant.
5. Compliance with all other regulations of the Green Bay Municipal Code.
6. A site plan be reviewed and approved by the Community Development Review Team (CDRT).

FISCAL IMPACT

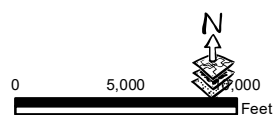
ATTACHMENTS

1. ZP 21-22 letter
2. 07.27.2021 Newcap Short Term Housing Policies and Procedures
3. 315 S Jefferson Feasibility Narrative
4. LOS GBPD
5. Newcap letter of support WAHRS signed
6. Signed Letter from Newcap
7. Signed Letter from Newcap



Zoning Petition (ZP 21-22)
Proposed Conditional Use Permit (CUP)
315 South Jefferson 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

Newcap

Short Term Housing

Policy and Procedure Manual

07/27/2021

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01.01 PHILOSOPHY: MISSION AND VISION STATEMENT

Mission Statement: Newcap's mission for over 50 years has been to move people from poverty to opportunities and economic security, while enhancing community development.

Vision Statement: Our vision is a world of hope, inclusion, and social justice where poverty has been overcome, people are met where they dream, and all live with dignity and security.

Procedure:

- A. Newcap Mission and Vision Statements shall be included and discussed in new employee and volunteer onboarding sessions
- B. The Director of Housing and Supervisor shall discuss these statements with staff and volunteers when appropriate, especially if a staff member's or volunteer's behavior is not in accord with the statement

As a recipient of Federal financial assistance, Newcap does not exclude, deny benefits to, or otherwise discriminate against any person on the ground of race, color, national origin, age, sex, religion or disability in admission to, participation in, or receipt of the services and benefits of any of its programs and activities or in employment therein, whether carried out by Newcap directly or through a contractor or any other entity with whom Newcap arranges to carry out its programs and activities. This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91.

02.01 ENVIRONMENT: FIRST AID/CPR

Policy: First aid supplies must always be available.

Procedure:

- A. First Aid Kits
 - 1. One kit will be kept on each floor of Newcap short term housing facilities.
 - 2. Kits will be monitored and replenished as needed by the support staff on site.
- B. Defibrillators
 - 1. Newcap will provide defibrillators on site
 - 2. Staff will receive training from Newcap Community Health Services on how to use a defibrillator
- C. Narcan
 - 1. Narcan will be available on site and staff will receive training on an as needed basis for administering Narcan.

02.02 ENVIRONMENT: BEHAVIOR MANAGEMENT

Policy: Staff will be trained to deal with disruptive, combative residents, and shall maintain established procedures for dealing with such situations.

Procedure:

- A. De-escalation Training
 - 1. De-escalation training will be provided to all staff during employee orientation. Sessions will also be offered to the staff on an as-needed basis.

- B. Combative Residents: Staff who encounter a combative resident should:
1. Divert or contain resident, using appropriate techniques taught in behavior management training
 2. Call "911" if necessary
 3. Notify the Supervisor and fill out an incident report

02.03 ENVIRONMENT: EMERGENCY AND DISASTER PROCEDURES

Policy: To maintain an Employee Safety Manual (Addendum 1) on site and ensure all staff have access to the plan.

Procedure:

- A. Reference the Employee Safety Manual for any immediate safety concerns.
- B. Chain of command needs to be notified in the event of an emergency
- C. Incident reports need to be completed immediately following an emergency or disaster.

02.04 ENVIRONMENT: WEAPONS

Policy: Firearms, ammunition, explosives, or any weapon (as defined by federal, state, or municipal laws or ordinances) are strictly prohibited from being on Newcap property.

Procedure:

- A. All bags carried into the building by staff, residents, visitors, and volunteers are subject to search
- B. Any comments made regarding weapons will be taken seriously and investigated appropriately
 1. Investigation may include search of bags, rooms, vehicles, or personal property
- C. Any staff found to be in possession of a weapon will be immediately suspended pending disciplinary action up to and including termination
- D. Any resident, visitor, or volunteer in possession of a weapon will be immediately escorted out of the building, and will not be allowed to return
 1. If they refuse to leave, police will be called to escort them from the property
 2. Police will be called for any immediate safety concerns regarding weapons.
- E. Staff will report to the Supervisor and complete an incident report
- F. Newcap short term housing facilities will maintain records of individuals who are barred from the property because of weapon possession

02.05 ENVIRONMENT: INFECTION CONTROL

Policy: Procedures shall be implemented to diminish the danger of infectious disease transmission.

Procedure:

- A. Blood and body fluids of all persons will be treated as potentially dangerous
- B. Staff with any condition of broken skin, will use protective gloves before carrying out duties that might expose their blood or body fluids to other people
- C. If a resident is known to have an infectious or contagious condition, staff will use appropriate protective equipment in carrying out their duties with that resident
- D. All staff will wash their hands thoroughly after they have removed any protective equipment used in handling a situation with the potential for exposure
- E. If exposure of bodily fluids occurs, he/she should take the following steps:
 1. Wash the exposed area with soap and water, using a disinfectant afterwards
- F. If the exposure is by mouth, eyes, or open sores, the following steps should be taken:
 1. Flush the affected area with water
 2. Rinse mouth with peroxide, if available

G. Report any exposure to Supervisor and complete an incident report within 24 hours

02.06 ENVIRONMENT: BIOHAZARD PROCEDURES

Policy: To provide a safe and healthy environment. Staff and residents shall conduct their daily activities in a safe manner in compliance with all safety/health standards.

Procedure:

- A. Regulated wastes of sharps, biohazards or other potentially infectious material (OPIM) are to be disposed of in designated containers that are appropriately labeled
- B. Sharps are discarded immediately (*needles should be bent or broken*) or as soon as possible in labeled containers.
- C. Bins are cleaned and decontaminated as soon as feasible after contamination
- D. Broken glassware which may be contaminated is to be picked up using mechanical means, such as a brush and dustpan, or tongs and disposed of in approved biohazard container
- E. Garments, protective coverings, and cleaning materials which may be contaminated are to be disposed of in approved biohazard disposition containers
- F. Sharps and/or, biohazard containers go to the Newcap Community Health Services clinics for disposal.

02.07 ENVIRONMENT: RESIDENT RESEARCH/CONFIDENTIALITY

Policy: To protect the confidentiality of our residents by evaluating external research and interview requests.

Procedure:

- A. Any requests from external organizations to conduct research with and/or to interview residents will be evaluated by the Director of Housing.
 - 1. No videotape, audiotape, or photographs will be taken of residents without a signed consent from residents and approval by the Director of Housing.
 - 2. Questions to be asked of residents, need to be approved by the Supervisor in advance
- B. All residents are asked to sign a release of information which applies only to:
 - 1. Inter-agency sharing of information in order to provide appropriate social services to residents
 - 2. Internal research and documentation used to secure additional social services and funding

03.01 SUPPORT SOCIAL SERVICES: BUILDING MANAGEMENT

Policy: To maintain the facility in a manner that ensures the physical safety and comfort of residents, staff, visitors, and volunteers.

Procedure:

- A. Newcap is responsible for:
 - 1. Building management and maintaining the property
 - 2. Utilize outside vendors as needed for repairs
 - 3. All required inspections of the building, i.e., fire, safety, plumbing, etc
 - 4. Extermination for pests
- B. Routine cleaning will be done by residents, as they are assigned daily chores
- C. Staff and volunteers will perform and delegate cleaning duties
- D. Any building repairs will be reviewed and approved by the Chief Operating Officer and the Director of Housing.

03.02 SUPPORT SERVICES: RELIGIOUS FREEDOM

Policy: To support the care and counseling provided by pastors, chaplains, and other members of faith communities.

Procedure:

- A. Residents are free to attend church or church related events of their choice
 - 1. Residents are responsible for obtaining their own transportation
- B. Programs will honor participants preferred religious beliefs or absence thereof
- C. Residents will not be required to participate in any religious activities or other forms of religious expression.
- D. Overnight requests for religious or tribal purposes will be reviewed by the Supervisor.

03.03 SUPPORT SOCIAL SERVICES: TRANSPORTATION

Policy: We shall establish procedures to govern activities involving transportation of residents.

Procedure:

- A. Residents are responsible for arranging their own transportation
- B. Newcap staff will assist residents in identifying transportation options and resources when requested.
- C. Newcap staff will provide transportation when staffing levels allow.
 - 1. Transportation provided by staff will be only by approved, licensed, and insured drivers through Newcap.
 - 2. Transportation of residents will only be done in Newcap fleet vehicles.
- D. Staff's personal vehicles to transport residents
 - 1. Transportation of residents in staff's personal vehicles should be limited. In cases in which it is unavoidable, the person driving should be an approved driver (see paragraph E, below)
- D. Resident vehicles
 - 1. Residents are encouraged to have a valid driver's license and car insurance to use their own vehicle
 - 2. Newcap staff will assist with locating affordable care insurance and resources to that assist with obtaining a valid driver's license.
- E. Transportation of Residents for Medical Needs
 - 1. Residents will only be transported for medical purposes if 911 is not required and when approved by the Supervisor.
- F. Newcap staff will comply with and follow all Newcap vehicle related policies in the handbook.

03.04 SUPPORT SOCIAL SERVICES: VOLUNTEERS

Policy: To recruit and utilize volunteers wherever appropriate, and maintain procedures for recruitment, training, placement, and supervision of such volunteers.

NOTE: *This policy is intended to cover volunteers who are a regular and ongoing part of Institution operations, i.e. persons who function in a role which might be filled by an employee if the volunteer were not available.*

Procedure:

- A. Recruitment is done by all staff in cooperation with the Director of Housing and Supervisor.
- B. Volunteers will receive:
 - 1. A tour of the facility
 - 2. A briefing, and discussion, of what to expect of their duties and interactions with residents
- C. Each volunteer is required to complete the following, which will be kept in the office
 - 1. Volunteer Application form
 - 2. Criminal History Background Check

3. Non-disclosure/Confidentiality paperwork

D. Placement and Supervision

1. The Supervisor will assign duties to volunteers, based on the interests and experience, as well as the needs of the facility
2. Volunteers should be under the supervision of staff, or with another volunteer at all times
3. Volunteers should wear volunteer badge

E. If a volunteer's work is unsatisfactory, the Supervisor will discuss the problem with the volunteer

1. The decision to terminate the volunteer's placement will be made by the Chief Operating Officer, Director of Housing, or Supervisor
2. If safety is in jeopardy, staff may ask the volunteer to leave the premises pending the final decision

F. To record statistics: volunteers must Sign-In/Out on "Volunteer" sheet, and check appropriate duties

G. Staff will secure permission of all residents to work with volunteers. No resident will be required to work with a volunteer or volunteer group

H. Volunteers are prohibited from being alone with minor children without permission from Newcap

03.05 SUPPORT SOCIAL SERVICES: VISITOR PROCEDURES

Policy: To maintain established procedures to ensure the protection of each resident's right to confidentiality as well as access to visitation by friends and family.

Procedure:

A. Visitation

1. Only pre-approved visitors will be allowed into the shelter
2. Newcap staff reserve the right to revoke visitor privileges with permission from the Director of Housing or Supervisor.
 - i. Visitor privileges will only be revoked for extenuating circumstances or for safety reasons.
3. All visitors will be required to check-in/out on appropriate form and wear a "Visitor" badge
4. No visitation will take place between the hours of 7:00PM and 8:00A.M. or during dinner time
5. Visitors are only allowed in the common areas of the house (Living room, Gathering Room, Kitchen, and backyard areas) during authorized hours when resident, and staff, is present
6. Visitors can stay for a maximum time limit of 1 hour unless otherwise approved by staff on site for extenuating circumstance.
7. All packages brought onto property are subject to search
8. Small children will be supervised by the resident or their adult visitor at all times
9. Visitors must comply with all house rules, appear in acceptable dress and conduct themselves in an acceptable manner or will be asked to leave the premises
10. Visitors are not to eat house food/beverage

03.06 SUPPORT SOCIAL SERVICES: BUILDING KEYS

Policy: Maintain established procedures for distribution of building keys in order to protect the security of the building and the residents, staff, visitors, and volunteers.

Procedure:

- A. The Director of Housing and Supervisor are responsible for maintaining a master set of keys, accurately labeled and organized, from which copies can be made as needed
- B. Staff will be responsible for a set of keys while on duty
 1. Keys must be kept in staff possession, not loaned or duplicated by unauthorized individuals

03.07 SUPPORT SOCIAL SERVICES: ACCESSIBILITY

Policy: To take all appropriate and reasonable steps to ensure the accessibility of the facility and its programs to individuals with disabilities.

Procedure:

A. Newcap shall be compliant with the provisions of the Americans with Disabilities Act

B. Newcap shall be compliant with Fair Housing

No person shall be denied services due to disability or illness such as HIV and/or AIDS

03.08 PROGRAM: SERVICE/SUPPORT ANIMALS

Policy: Newcap will provide accommodations when able and required for residents with support animals in compliance with the Americans with Disabilities Act and Fair Housing

Procedure:

A. Resident requests for reasonable accommodations for service/support animals will be reviewed by the Supervisor and/or Director of Housing

1. Requests are encouraged to be in writing but are not required to be written.

2. Newcap will keep copies of all reasonable accommodation requests in resident files

B. The Supervisor and/or Director of Housing will determine if the service/support animal is a service animal or another type of assistance animal (Addendum 4)

C. Newcap staff will only ask the questions allowed and referenced in the Office of Fair Housing and Equal Opportunity Note #FHEO-2020-01 (Addendum 5)

D. Staff shall request documentation as allowed per the Office of Fair Housing and Equal Opportunity Note #FHEO-2020-01 (Addendum 5)

E. Reasonable accommodations will be provided on an as needed basis and when required

F. Approved animals will need to present proof of vaccinations

04.01 FISCAL PRACTICES: DONATIONS

Policy: Newcap may receive two types of donations: Monetary Gifts and In-Kind Gifts of Property and Services.

A. Policy applicable to both Monetary and In-Kind Gifts:

1. Quid Pro Quo: Newcap is prohibited from and shall not provide any donor with goods or services in exchange for monetary or in-kind donations

2. Tracking Donors: Newcap shall maintain a listing of all donors, their addresses, amounts donated and other relevant information

3. Required Communications with Donors: All donors shall receive an “In-Kind” donation receipt and a “Thank You” card for In-Kind gifts

a. In-Kind Form: Newcap shall acknowledge receipt and date of receipt of the In-Kind Gift, describe the property and/or services donated,

B. Policy Applicable to In-Kind Gifts of Property and Services

1. Accepting In-Kind Gifts: Newcap shall not accept in-kind donations for which it has no use and cannot easily distribute

2. Value of In-Kind Gifts: Except for cars, boats and planes for resale, Newcap shall require the Donor to list the market value of the in-kind contribution. Newcap shall not set a value on the gift donated. For

accounting purposes, Newcap may use the donor's stated value or assign a different value as Newcap may subsequently determine

3. In-Kind Professional Services: Donated professional services will only be accepted from a donor who is in business of providing such services professionally.

05.01 PERSONNEL: SUPERVISION PROCEDURE

Policy: Staff shall remain in contact with each other and the supervisor.

Procedure:

- A. Staff shall communicate on a regular basis through shift notes, case notes, emails, and in person.
- B. Staff meetings will be held on an as needed basis.
- C. Supervisor and Supervisor will facilitate regularly occurring one on one supervision meetings.

05.02 PERSONNEL: ORIENTATION PROCEDURE

Policy: To conduct regular onboarding and training opportunities, covering all pertinent topics. In addition, every staff

member shall receive appropriate training prior to actual performance of job duties.

Procedure:

A. Schedule

1. Onboarding will be conducted for each new employee hired within one week of the official start date for the new employee. Onboarding may be scheduled for a later date depending on availability of the Chief Operating Officer or other leadership personnel that would be conducting it.
2. New staff shall receive appropriate training by the short term housing supervisor and on site staff prior to actual performance of job duties
3. Emergency Procedures will be reviewed with each new staff member within 7 days of employment

B. Curriculum

1. Onboarding and training sessions will include but not be limited to the following topics:
 - a. Emergency Procedures
 - b. Behavior Management/Crisis Intervention Techniques
 - c. Confidentiality Issues
 - d. Review of Personnel Policies and this Policy Manual
 - e. Review of Job Description and Employee Handbook
 - f. Review of Newcap programs and resources
 - g. Review of Community Action

05.03 PERSONNEL: EMPLOYEE/RESIDENT INTERACTION

Policy: Newcap shall comply with avoidable contact or association between employees and active residents, or anyone who has been a resident within the past two years, unless specifically authorized as part of their job description. This prohibition applies to such contact between employees and family members or significant others of such residents as well. This policy explicitly applies to romantic/sexual interaction.

Procedure:

1. Employees shall neither borrow from, loan to, or hold money, merchandise or personal belongings for residents except if the employees' job duties require collection of resident funds, in which case established written procedure for such collection should be followed at all times
2. Employees may not purchase or sell any item to a resident, or enter into any contract with a resident
3. Employees may not function as a resident's payee for social security funds unless an approved payee program is operated by the Institution
4. Any employee who has family members or significant others who are referred to Newcap, or who has a close association with a potential resident, must notify the Supervisor immediately upon knowledge of the referral
5. Employees shall not give their own, fellow employees' or volunteers' telephone numbers or addresses to residents, residents' families, or significant others
6. Employees are prohibited from receiving or giving anything to a resident's family and/or significant other, except those items authorized in the usual course of business
7. Violation of these procedures will result in disciplinary action

05.04 PERSONNEL: DRUG-FREE WORKPLACE

Policy: Newcap shall provide an alcohol, drug and smoke-free workplace.

Procedure:

- A. Newcap is a Zero-Tolerance facility for alcohol and illegal drugs
- B. All tobacco use is to be in approved designated area
- C. Newcap staff are not allowed to smoke while working or on Newcap property
- D. All Newcap Employees must be drug and alcohol free

05.05 PERSONAL: CODE OF ETHICS

Policy: Newcap and its Board of Directors abides by the Community Action Code of Ethics.

Procedure:

- A. Regularly review and ensure compliance with the Code of Ethics as follows:
 - “We, as Community Action professionals, dedicate ourselves to eliminating poverty in the midst of plenty in this nation by opening to everyone the opportunity for education and training; the opportunity for work; and the opportunity to live in decency and dignity; and with respect for cultural diversity, commit ourselves to:
 - Recognize that the chief function of the Community Action movement at all times is to serve the best interests of the poor, thereby serving the best interests of all people.
 - Accept as a personal duty the responsibility to keep up to date on emerging issues and to conduct ourselves with professional competence, fairness, impartiality, efficiency, and effectiveness.
 - Respect the structure and responsibilities of the board of directors, provide them with facts and advice as a basis for their making policy decisions, and uphold and implement policies adopted by the board of directors.
 - Keep the community informed about issues affecting the poor; facilitate communication by the poor with locally elected public officials and the private sector.
 - Conduct our organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion
 - Exercise whatever discretionary authority we have under the law to promote the interests of the poor.
 - Lead the Community Action movement with respect, concern, courtesy, and responsiveness,

recognizing that service to the poor is beyond service to oneself.

- Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all our Community Action activities in order to inspire confidence and trust in the Community Action movement.
- Serve in such a way that we do not realize undue personal gain from the performance of our professional duties.
- Avoid any interest or activity that is in conflict with the conduct of official duties.
- Respect and protect privileged information to which we have access in the course of official duties.
- Strive for professional excellence and encourage the professional development of our associates, including those seeking to become certified Community Action professionals.

B. Responsibility to Residents: Newcap staff and volunteers will:

1. Reflect the high value of each individual, be mindful of differences, cultural, and ethnic diversity
2. Refrain from discriminating against any resident on any basis not related to meeting legitimate admission requirements into the shelter
3. Avoid the use of any derogatory language, including jokes, or actions that could be perceived as harassment, disrespect, or retribution
4. Promote well-being by assisting with the development of individual success for independent living
5. Provide a socially responsible attitude in resolving conflicts between resident interest and society interest consistent with values, and ethical principles while respecting human dignity, civil, legal rights, and rights to informed consent
6. Respect residents' right to privacy. Disclosing of confidential information is valid with a written consent authorizing release of information. Disclosure of information does not apply when it is necessary to prevent harm to a resident or others within the living environment, or intention to harm someone else, elsewhere. Review with residents where disclosure of confidential information may be legally required
7. Not engage in any business relationship with residents, their families, or friends. Newcap and volunteers may not accept or exchange substantial favors, gifts, or services with residents, their families or friends
8. Will not discuss any resident information in public or areas such as hallways, stairwells, kitchen or dining room, unless the resident gives verbal permission, or unless privacy can be ensured
9. Make appropriate referrals to help residents meet their needs, and to advocate for the resident

C. Responsibility to Colleagues: Newcap personnel will:

1. Respect all colleagues. Strive to develop a supportive workplace, that upholds the ministry, each other and persons entering this sphere of influence
2. Seek advice, counsel, and support of colleagues when necessary
3. Accept supervisory responsibilities when possessing the necessary education, skills, or training
4. Follow nationally established policies and standards regarding relationships and interactions with colleagues. Maintain open communication with all colleagues
5. Discourage, prevent, and confront unethical behavior through official chain of command
6. Not exploit residents in disputes with colleagues. Discussions of management, personnel conflicts between colleagues involving residents are inappropriate and unethical

D. Responsibility to Society: Newcap personnel will:

1. Promote the development of individual's capacity to participate as a contributor to the community
2. Promote social justice and the general well-being of the community and advocate for the policies and programs that ensure all persons have access to human resources
3. Report suspected or observed abuse of a child or vulnerable adult, criminal activity or a threat of harm to

a resident, staff or volunteers

4. Reinforcing Newcap as part of the community and building rapport
5. Use funds for purposes stated. Program statistics will be supported by accurate program data

E. Responsibility as Professionals: Newcap personnel will:

1. Maintain professional competence through regular in-services, staff training, continuing education, training and supervisory feedback
2. Maintain relationships with residents, colleagues, supervisors, and the community which are constructive and promote mutual respect to improve the quality of life
3. Make clear distinctions between public statements and actions as a representative of Newcap from those made as a private individual. All statements made on behalf of Newcap must accurately represent the official, authorized, and approved position.
4. Personally conduct themselves in a manner that reflects positively on Newcap

06.01 PROGRAM: TARGET POPULATION

Policy: Newcap shall provide short term housing options for those eligible for services from Newcap.

Procedure:

- A. Short term housing facilities will provide short term housing assistance to site specific target populations.
 - a. The Center for Youth will serve youth under the age of 18 that are ineligible at the other local shelters
 - b. The Center for Advocating, Believing, and Achieving will serve households with children that are ineligible at the other local shelters
- B. Newcap shelter and motel voucher programming will follow 24 CFR 5.403 for the definition of family.
 - a. Family includes, but is not limited to, regardless of marital status, actual or perceived
 - b. sexual orientation, or gender identity, any group of persons presenting for assistance together
 - c. with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. A child who is temporarily away from the home because of
 - d. placement in foster care is considered a member of the family.
 - e. Short term housing and motel voucher programs at Newcap that serve families with children will also not discriminate on the basis of the sex or age of the children or the size of the family, except where limited by the facility. The program will take measures to ensure that involuntary family separation does not occur. Furthermore, Newcap staff shall not ask for nor require documentation to prove familial status.
 - f. The short term housing and motel voucher program shall comply with HUD's Equal Access Final Rule and will not discriminate on the basis of gender identity or expression, race, religion, or national origin.
 - g. Furthermore, Newcap will not ask for nor require documentation to prove gender.

06.02 PROGRAM: INTAKE POLICY

Policy: Newcap provides supportive emergency short term housing to target populations of households with children and unaccompanied homeless youth. Newcap is staffed 24 hours/7 days a week.

Procedure:

- C. Admission Process involves intake procedures to be fulfilled upon entry including but not limited to:
 - a. Initial intake packet
 - b. Coordinated Entry

- c. Emergency Contact Information
- d. Emergency Medical Information
- e. Shelter Resident Expectations and Guidelines
- D. Staff reviews all forms for completeness and adds staff signatures where required
- E. Give tour of house, cover “Facility tour checkpoints” per Intake checklist
- F. Case Management Procedures:
 1. Check file for completed forms in proper order, including additional family intake forms if needed.
 2. Complete “Housing Stabilization Plan”. Have resident sign any additional releases that may be required
 3. Make arrangements for priority needs based on Self Sufficiency Matrix and client dreams: Complete GED; Birth certificate &/or Social Security card; Resume &/or Personal data card; Storage/moving of personal belongings; Physical &/or mental health appointments; Resume/personal data card; Transportation for job search or employment; reinstatement of driver’s license.
 4. Give residents the Search form, and explain how to contact the temporary job agencies.
 5. Document summary of case management meeting in resident’s file on Captain.
 6. Complete data entry in the HMIS database and Captain database.

06.03 PROGRAM: TREATMENT/CASE PLAN

Policy: Newcap shall have an established procedure to develop individual case plans.

Procedure:

- A. The Case Plan is developed, jointly with the resident, within 72 hours of the initial intake with client consent
 - a. Case management is strongly encouraged and will be offered daily to short term housing residents
- B. Case Plan is individualized to the specific needs of each resident. It outlines:
 1. Residents perception of their needs and steps they agree to take in resolving the problem
 2. Social services needed by the residents and expected duration of social services
 3. Goals/steps needed for achieving desired dreams

06.04 PROGRAM: PROGRESS GUIDELINES

Policy: Newcap shall recognize progress made by residents toward completion of the program.

Progress shall be determined by successful completion of assignments, goals met, treatment plans followed and positive interaction with case manager(s) and other staff.

Procedure:

- A. Individual goals and treatment plans shall be developed with each resident with resident consent
- B. Case Management meetings shall be held weekly but offered daily on an as needed basis for staff and residents to review and document progress made on individual goals and treatment plans, and make necessary modifications

06.05 PROGRAM: LENGTH OF STAY

Policy: Newcap short term housing facilities

Procedure:

- A. Length of stay will be site specific.
 1. The Center for Youth will follow county, state, and federal guidelines for the length of time that the minor under the age of 18 can stay at the facility. Staff will work with the youth to establish a safe exit strategy whether that be reunification or placement with another family member in accordance with state,

local, and federal guidelines.

2. The Center for Advocating, Believing, and Achieving (CABA) establishes exit plans on a case by case basis, dependent on the individual household needs and barriers. While there is not a time limit for a households' stay, families will be encouraged to work with the staff members regularly on identifying a safe and stable place to exit to.

06.06 PROGRAM: RESIDENT CURFEW

Policy: Newcap shall have an established curfew for short term housing residents.

Procedure:

A. Curfew will be site specific. Residents will be notified of the curfew time at program entry.

1. The Center for Youth will have a curfew of 9:00PM

2. The Center for Advocating, Believing, and Achieving (CABA) will have a curfew of 11:00PM

B. Exceptions to curfew will be made for employment, child care pick up, emergencies, religious events, after school activities, extra-curricular school activities such as sports, and holidays

1. Proof of employment, child care pick up, or religious event may be requested

C. Overnight passes will only be granted for extenuating circumstance and curfew extensions will be on a case by case basis, approved by short term housing staff

06.07 PROGRAM: EDUCATION

Policy: Newcap shall have an established working relationship with local school districts and McKinney Vento services to ensure that school aged children have access to education

Procedure:

A. Staff will refer all school aged children to the local McKinney Vento liaison for school enrollment, transportation, school supplies, and other eligible activities

B. Staff will collaborate and coordinate with the local McKinney Vento liaison for any school based concerns such as but not limited to: attendance, transportation, tutoring services, career planning, etc.

06.08 PROGRAM: RESIDENT RECORDS AND RECORD RETENTION

Policy: Personnel shall abide by all Newcap Policies regarding resident records and their retention.

Procedure:

A. Case Records: Social Service records are maintained primarily for the following purposes:

1. Providing Effective Service - Record all work done with and for residents. They are essential to current case planning and decisions and may have value for further work with residents

2. Service Documentation - Funding, review and advisory organizations demand documentation of the work done. Records provide tracks to the purposes of the program, and to the use of funds

3. Public Relations and Fundraising - Effective public relations and fundraising depend upon clear and honest portrayal of the type and scope of program being rendered

4. Organizational Accountability - Records are maintained to assess the effectiveness of current program and to assist in strategic planning for the future

5. Historical Record - A historical record of the program or institution will be maintained, primarily from the key documents of the work accomplished

6. Research - Case files and other materials may have value in programmatic research whether generated within Newcap or by outside organizations

B. Types of Records & Retention - The records generated in social service programs/institutions will fall into

the following broad categories:

1. Administration records: include general correspondence, financial, personnel, and property materials
2. Organizational records are those generated in relation to the organizational structure and its relationship to the outside community. Including advisory minutes, community reports, historical documents, statistics, etc. These materials will be kept permanently
3. Operational records are relevant to current operations, like forms for the day-to-day operations, such as medication, and incident logs, and intake/exit records. Destroy after one year
4. Resident Records of service to residents or resident groups (families) will be retained for a minimum of seven years following the last resident contact. At minimum these must include identifying information, dates of service, presenting needs, and social services given

C. Summary of Record Retention Requirements:

1. To be kept permanently:
 - a. Organizational Records
 - b. Resident Records pertaining to: Residential care given to minors; as required by law
2. To be kept seven years:
 - a. Resident case records (with exceptions as noted)
4. To be kept One Year:
 - a. Operational Records

C. All records, including electronic records, are kept in a safe, secure and locked fashion. Access is limited to authorized personnel. All transferred records are confidentially listed as to the date of transfer and storage destination

D. Requirements of Federal, state, or county law, licensing or accreditation bodies with regard to handling and retention of records, will take precedence over the minimum requirements in this policy

06.09 PROGRAM: GRIEVANCE POLICY

Policy: Newcap shall ensure that every resident is treated with respect and fairness.

Procedure:

A. Newcap staff will ensure residents are provided with a copy of the grievance policy (Addendum 2).

B. If a resident decides to file a grievance they must follow the process as laid out on the grievance document and described below.

1. Notice of Denial/Termination

- Newcap must be provide a written copy of the notice of denial, provide the reasons and state that the participant has the right to request an informal hearing.

2. Request for Informal Review

- Upon receipt of the notice, the applicant/participant must submit a written request within 10 days from the date of the letter. This procedure must also be stated in the notice of denial that is sent to applicant/participant.

3. Scheduling Informal Hearing

- Once Newcap receives the written request (within the 10-day period), a review will be scheduled within 20 days. The applicant/participant will be notified in writing of the date and time of the review/hearing.

4. Results of Informal Hearing

- The Hearing Officer (someone other than the person who made or approved the decision and their subordinates) must render their decision within 15 days and notify the applicant/participant

in writing.

5. Failure to Request an Informal Hearing

- If the applicant/participant does not request an Informal Hearing in writing within the specified time, the decision to deny/terminate the applicant/participant is final.

C. The purpose for an Informal Hearing is to consider whether the staff members' decision(s) regarding the applicant/participant is in accordance with program rules and regulations.

D. Families may present oral or written objections and dispute criminal records. Before the hearing, the family has the opportunity to examine the documents directly relevant to the hearing. Documents include records and regulations. The family may copy the documents at its own expense.

06.10 PROGRAM: CONFIDENTIALITY POLICY

Policy: No information about individuals receiving services will be disclosed outside of the organization except when informed written consent has been obtained from the resident.

Procedure:

A. Newcap's Release of Information (ROI) form contains:

1. Resident's name
2. The specific information that is to be released
3. Name of the person or agency the information will be released to
4. The date and time limit and signature of resident

B. The ROI form is used as evidence in resident files

C. Release of Records under Court Order

1. Newcap is the owner and controller of all resident records. No records may be removed from Newcap premises or transmitted to other parties without specific approval by Chief Operating Officer, Director of Housing, and/or the Supervisor
2. In the event that Newcap resident records are required by order of a court of competent jurisdiction, when good cause for such disclosure has been determined by the court, the records which have been subpoenaed by the court shall be delivered to the court, on the date requested, only by the Supervisor or other staff as designated in writing

D. Information to the Resident

1. Newcap may be required by state or municipal law to disclose to the resident information contained in his/her own record. Information disclosed should be limited to that which is included in the formally completed and approved case record. The formal case record should contain factual information, not informal case manager notes and/or casual observations. Information provided by other agencies should not be shared, as it is not the property or responsibility of Newcap

E. When there is evidence, information may be released without resident consent only:

1. When there is a real danger that withholding information will be harmful to the resident, others, or to other Newcap programs
2. Under circumstances consistent with Newcap, Social Work Code of Ethics, HIPPA guidelines, and applicable law
3. When there is obvious or suspected child abuse, including sexual abuse. Newcap will comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse. Failure to comply with such laws can result in criminal sanctions
4. Information is reported to legally specified government agency as required by law
5. When case material is used for research, teaching, and public interpretation, it is disguised to ensure

privacy

- F. All Newcap resident records are confidential. They are kept in locked files and/or password-protected computer programs, accessible only by staff

06.11 PROGRAM: RESIDENT RIGHTS

Policy: Staff will review the Resident Rights Statement (Addendum 3) with residents during intake. Once resident understands the statement they will be asked to sign the statement for their case file.

Procedure:

- A. Residents will sign the Residents Rights Statement at intake.
- B. Residents will be provided a copy of the Resident Rights Statement.
- C. A signed copy of the Residents Rights Statement will be kept in resident files.

06.12 PROGRAM: MEDICAL CARE FOR RESIDENTS

Policy: Newcap shall ensure that residents shall receive adequate medical care.

Procedure:

- A. Newcap staff will work in collaboration with Newcap Community Health Services (CHS) to provide physical and mental health services including AODA counseling
- B. Newcap staff will make recommendations/referrals for medical care in situations when CHS is unable to assist or not an appropriate referral
- C. Medications:
 - 1. Residents shall be responsible for the taking of their own medications; staff will not assume responsibility for administration of medications
 - 2. All medications are to be securely locked in the appropriate location
 - 3. Staff will not distribute medications of any type such as but not limited to antacids, aspirin, etc.

06.13 PROGRAM: RESIDENT FINANCES

Policy: Newcap shall encourage residents to work with Newcap's Financial Capabilities program

Procedure:

- A. Residents will be referred to Newcap's Financial Capabilities program with resident consent
 - 1. Staff will find alternative financial education courses in the event that Financial Capabilities is not an appropriate referral

06.14 PROGRAM: CRISIS MANAGEMENT POLICY

Policy: Newcap understands the seriousness of correctly handling all crisis situations. Once identified the situation should be handled in a timely and professional manner.

Procedure:

- A. Severely mentally ill
 - 1. Make sure the resident is calm and comfortable. Assess situation and obtain background information from resident
 - 2. Call the Crisis Center at 920-436-8888 and explain the situation, wait and follow the instruction of mental health professional
- B. Under the influence of drugs and/or alcohol
 - 1. Assess situation violent or nonviolent: If violent call 911
 - 2. Based on personnel observation of resident, make a decision to either

- a. Call police to transport resident to emergency room
 - b. Ask resident to find alternative living arrangements within the next 2 hours
- C. If Resident is threatening suicide
 - a. Assess current situation
 - b. Call the Crisis Center at 920-436-8888 explain the situation, wait and follow directions from them
 - c. If staff feels the resident is suicidal call 911 so local law enforcement can assess resident and take the proper legal steps
- D. Threatening to hurt self or others
 - a. Have all other residents remove themselves from the area of the person that is making threats. Call 911 immediately for assistance
- E. Victims of violence or sexual assault
 - a. Call 911 to report the incident to proper authorities. Follow their instructions
 - b. Refer to the local domestic violence agency and sexual assault center when requested by the resident

06.15 PROGRAM: INCIDENT AND INJURIES POLICY

Policy: Newcap understands the seriousness of correctly handling all incidents or injuries. Once identified the situation should be handled in a timely and professional manner.

Procedure:

- A. Incident or Injury
 - 1. Assess scene to ensure scene safety
 - 2. Assess situation to determine the extent of injury
 - 3. Seek medical assistance if needed
 - 4. If able, have injured party, and all witnesses fill out incident report
 - 1. Incident Report can be obtained from N: drive or from Human Resources
 - 5. Provide documentation to Supervisor or Director of Housing who will provide incident report to the Chief Operating Officer

06.16 PROGRAM: NEIGHBORHOOD CONCERN

Policy: Newcap understands the seriousness of correctly handling all community and neighborhood concerns. Once identified the situation should be handled in a timely and professional manner.

Procedure:

- A. When a neighbor presents an issue or concern staff will provide a “Neighborhood Contact Form” (Addendum 6) to the neighbor for documentation
 - 1. Once form is completed it should be turned into the Supervisor who will provide follow up and report back to the Director of Housing
 - 2. Follow up will occur within 2 business days

ADDENDUM 1: Employee Safety Manual



Employee Safety Manual Newcap

**A Guide to Safety Policies & Procedures
to Support a Safety-Conscious Work Environment**

Provided by: Marsh & McLennan Agency

Commitment to Safety

Newcap recognizes that our people drive the business. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. All work conducted by Newcap's employees will take into account the intent of this policy. **No duty, no matter what its perceived result, will be deemed more important than employee health and safety.**

Newcap is firmly committed to the safety of our employees. We will do everything possible to prevent workplace accidents and we are committed to providing a safe working environment for all employees.

We value our employees not only as employees but also as human beings critical to the success of their family, the local community, and Newcap.

Employees are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and company policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, Newcap will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, Newcap subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds Newcap in higher regard with customers, and increases productivity. This is why Newcap will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of Newcap is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices and company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.
6. Management and supervisors of Newcap will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, Management must monitor company safety and health performance, working environment and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at Newcap must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the work that provides our livelihood.

Chief Executive Officer - Newcap

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The primary responsibility of the employees of Newcap is to perform his or her duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees **MUST** become familiar with, observe, and obey Newcap's rules and established policies for health, safety, and preventing injuries while at work. Additionally, employees **MUST** learn the approved safe practices and procedures that apply to their work.

Before beginning special work or new assignments, an employee should review applicable and appropriate safety rules.

If an employee has any questions about how a task should be done safely, he or she is under instruction **NOT** to begin the task until he or she discusses the situation with his or her supervisor. Together, they will determine the safe way to do the job.

If, after discussing a safety situation with his or her supervisor, an employee still has questions or concerns, he or she is required to contact the Safety Coordinator, Bob Detrick.

NO EMPLOYEE IS EVER REQUIRED to perform work that he or she believes is unsafe, or that he or she thinks is likely to cause injury or a health risk to themselves or others.

Employee Safety Rules

- 1. Conduct:** Horseplay, practical jokes, etc., are forbidden. Employees are required to work in an injury-free manner displaying accepted levels of behavior. Conduct that places the employee or others at risk, or which threatens or intimidates others, is forbidden.
- 2. Drugs and Alcohol:** Use and/or possession of illegal drugs or alcohol on company property or on company time are forbidden. Reporting for work while under the influence of illegal drugs or alcohol is forbidden.
- 3. Housekeeping:** The following areas must remain clear of obstructions:
 - Aisles/exits
 - Fire extinguishers and emergency equipment
 - All electrical breakers, controls, and switches

You are responsible to keep your work area clean and safe. Clean-up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips/spills immediately, and putting equipment and tools away as you are finished with them.

- 4. Injury Reporting:** All work-related injuries must be reported to your supervisor immediately. Failure to immediately report injuries can result in loss of Workers' Compensation benefits. After each medical appointment resulting from a work-related injury, you must contact your supervisor to discuss your progress. You must also give your supervisor any paperwork that you received at the appointment.

Newcap provides Transitional Return to Work (light duty) jobs for persons injured at work. Transitional work is meant to allow the injured employee to heal under a doctor's care while she/he remains productive. Employees are required to return to work immediately upon release.

- 5. Personal Protective Equipment (PPE):** Inspect PPE prior to each use. Do not use damaged PPE. You are required to maintain and keep PPE clean.
 - a) Safety Glasses—must be worn at all times in designated areas in this facility. (To date, we have no designated areas)
 - b)
 - c) Hard Hats—must be worn at all times in designated areas. (To date, we have no designated areas).
 - d) Gloves—work gloves must be worn at all times when handling sharp or rough stock, welding, or performing other jobs, which could cause hand injuries. Synthetic gloves must be worn when handling chemicals.
 - e) Respirators—only employees trained and authorized to use respirators are allowed to do so.
 - f) Hearing Protection—is required in areas where noise exposure is more than 90dBA (85dBA if you already have experienced a hearing loss).
- 6. Equipment Operation:** You must specifically be trained and authorized by your supervisor to operate the following:
 - Company vehicles,
 - Forklifts,
 - Machine and power tools,
 - Paint sprayers,

When operating machines: do not wear loose clothing, long hair should be tied up and back, remove jewelry, and sleeves should either be rolled all the way up, or all the way down.

Employee Safety Rules

Never operate damaged or defective equipment. Turn the machine off and report it to your supervisor immediately.

Never tamper with, remove, or deactivate machine guards or controls designed to ensure safe operations. Never reach into an operating machine or moving machine part.

7. Ladders:

- Inspect all ladders prior to each use;
- Ladders must be placed on secure footing;
- Only one person is allowed on a ladder at a time;
- Never stand on the top two steps of a stepladder;
- Always maintain 3-point contact when working on ladders;
- Never reach beyond arm length when working on a ladder; and
- Never use metal ladders when working on or around electrical equipment.

8. Lockout / Tagout—prior to working on any machinery when guards are removed, every energy source (electrical, hydraulic, chemical, mechanical, etc.) must be deactivated, stored energy dissipated, and the control locked in the off (safe) position.

Never remove or tamper with a lockout performed by another employee or contractor. A lockout could consist of a lock applied to a control such as a switch, breaker, or valve. A tag containing words such as “DANGER - DO NOT OPERATE” may also be used for lockout. If you see the lock, the tag, or both applied to an energy control device it means, “Keep your hands off.”

9. Hazard Communication:

1. All Newcap employees have a right to know what chemicals they work with, what the hazards are and how to handle them safely.
2. Safety Data Sheets (SDS) are documents provided by the supplier of a chemical. SDSs detail the chemical contents, associated hazards and general safe handling guidelines. At Newcap, the SDS collection is located at: **Online on the N:drive , see Safety Folder/SDS**. Employees are free to utilize the SDS as needed.
3. General rules for handling chemicals:
 - Read all label warnings and instructions.
 - Follow instructions for quantity. More does not mean better.
 - Minimize contact with chemicals. Use double layer cloths or gloves to protect your skin and keep your face clear of the area to reduce inhalation.
 - Always wash your hands after handling chemicals.
 - If a chemical enters your eye(s) immediately hold open the injured eye(s) and rinse it/them with clean, cool water for 15 minutes. Then be sure to report the injury immediately.
 - Any questions or concerns regarding chemicals should be reported to your jobsite manager and Human Resources.

Employee Safety Rules

4. All chemical containers must be labeled to identify contents and hazards. Standardized pictograms, denoted by red frames, will be required on all chemical labels regardless of whether the shipment is domestic or international.

Health Hazard  • Carcinogen • Mutagenicity • Reproductive toxicity • Respiratory sensitizer • Target organ toxicity • Aspiration toxicity	Flame  • Flammables • Pyrophorics • Self-heating • Emits flammable gas • Self-reactives • Organic peroxides	Exclamation Mark  • Irritant (skin and eye) • Skin sensitizer • Acute toxicity (harmful) • Narcotic effects • Respiratory tract irritant • Hazardous to ozone layer	Gas Cylinder  • Gases under pressure	Corrosion  • Skin corrosion/burns • Eye damage • Corrosive to metals	Exploding Bomb  • Explosives • Self-reactives • Organic peroxides
			Flame Over Circle  • Oxidizers	Environment*  • Aquatic toxicity *under EPA jurisdiction	Skull & Crossbones  • Acute toxicity (fatal or toxic)

- 10. Confined Space Entry** – Only trained and authorized employees are permitted to enter confined spaces. If you believe that your job requires confined space entry, contact your supervisor prior to undertaking the work. Permit Required Confined Space entry requires the use of ventilation, air monitoring and documentation. **Permit Required** Confined spaces are areas not meant for human occupancy, have limited means of entry/exit, and have electrical, chemical, thermal, atmosphere, or entrapment hazards.

11. Emergencies:

- In the event of any serious injury or fire, call 911. Send someone to the facility entrance to meet the Fire Department, if safe to do so. If in doubt, call 911.
- Upon discovering a fire, or fire alarm initiates, alert others in immediate danger and initiate facility-wide fire alarm **(All Page and announce there is a fire in the building, evacuate to Building parking lot immediately!)**
- When the evacuation signal is given, all employees should immediately turn off equipment, close doors, and evacuate to their designated evacuation areas. Attendance will be taken to account for all personnel. Stay together in the group until further instructions are received.
- Do not attempt to fight any fire which is uncontained, too hot, too smoky, or if you are too frightened.

To use a fire extinguisher, remember PASS:

- P = Pull (the safety pin)
- A = Aim (at the base of the fire)
- S = Squeeze (the lever)
- S = Sweep (side to side)

If you use a fire extinguisher, remember:

- Stay low,

- Keep yourself between the fire and an exit,
- Do not turn your back on a fire
- **Immediately leave the area after discharging the fire extinguisher, the chemical should not be inhaled**
- Immediately report the use to your supervisor.

12. Employee Safety rules

Do not touch blood or any other bodily fluid during or following an incident. If you are trained to administer first aid, gloves and other barriers are located with the first aid equipment. If you think that you have been exposed to bodily fluid, notify your supervisor immediately.

13. Company Vehicles and Driver Safety:

- Only employees authorized by Newcap are permitted to operate Newcap vehicles.
- No 'side trips' or personal use of company vehicles are permitted.
- Seat belts/shoulder harnesses must be worn whenever the vehicle is in motion.
- All local and state traffic regulations and signs must be followed.
- No unauthorized riders, hitchhikers, etc., are allowed.
- All moving violations resulting in points being assigned to your license must be reported to your supervisor.
- Driving while under the influence of alcohol or other drugs is forbidden.

Employees driving their personal vehicles on company business must follow steps c through g, shown above.

14. Electrical Safety:

- Never operate or tamper with the electrical main switch or breakers. You are authorized only to operate switches/disconnects on/for individual machines.
- Report all electrical problems and suspected problems to your supervisor.
- All junction boxes, control boxes, connections, and other wiring must have covers securely installed to prevent accidental contact.
- Inspect all plugs, cords, and portable equipment prior to use.
- Report any damaged electrical equipment to your supervisor. Only authorized personnel are permitted to make repairs.**
- Extension cords are to be used only for temporary applications. Never stretch cords across aisles or areas where others may trip over them. Do not attach extension cords to the building or run them under rugs/mats or through walls.
- Any personal electrical devices must be approved by Newcap prior to use.

15. Lifting:

- If you need help moving material, request assistance. **Do not attempt to lift more than 50 Lbs. by yourself**
- When you lift, use your leg muscles by squatting close to the load, preserving the curve in your back, spreading your feet, and lifting with your legs, keeping the load close to your body. **Make sure your travel path is clear of obstacles prior to lifting.**

- c) When you turn holding an object, move your feet, and do not twist.

16. Staying Safe - Report any unsafe conditions or situations to your supervisor. If you have suggestions on improving any aspect of safety in the facility, discuss it. If you are unsure of how to operate a piece of equipment or complete an assignment, **ask for help**. Asking for help when you are unsure reduces the chance of injury.

These rules are established to help you stay safe and injury free. Violation of the above rules, or conduct that does not meet minimum accepted work standards, will result in discipline, up to and including discharge.

When working at a customer location, employees are required to follow the above rules, as well as all customer rules and procedures, and work in a manner that reflects positively on the company. Before operating any equipment at a customer location, permission must first be secured from the customer contact.

Safety Coordinator Responsibilities

Bob Detrick is designated as Newcap's Safety Coordinator. Energy Auditor's are designated as the Associate Safety Coordinators. The Safety Coordinator is responsible for implementation and compliance with the Safety and Health Policy of Newcap and is accountable for results as measured by criteria, such as incident rates.

Other responsibilities include:

1. Resolve questions, approve and/or recommend necessary expenditures to correct unsafe conditions.
2. Make regular shop, warehouse, office and ground-job site tours, and safety inspections to determine if safe work practices are being observed; ensure that unsafe conditions do not exist.
3. Actively participate and follow the safety and health programs.
4. Plan, coordinate, perform, or delegate all safety training and testing given to supervisors and employees. Review results to be sure they are satisfactory. Note: The VP of Energy Services will maintain appropriate training and testing safety records and coordinate the training of new employees assigned to the weatherization department.
5. Personally perform safety inspections, and review safety inspection reports and unsafe conditions reported by supervisors, employees, or others. Make or obtain corrections as required to maintain a safe workplace and ensure compliance.
6. Conduct regular safety meetings with employees to promote safety awareness and compliance with the Safety and Health Policies.
7. Ensure safety awareness among workers through regular meetings.
8. Ensure compliance with safe work practices and Newcap's safety rules. Take appropriate disciplinary action to ensure compliance. This includes safe working procedures in weatherization, the warehouse, and office operations.
9. Investigate accidents and assist with completion of accident report forms when required.
10. Review reports of first aid incidents and reportable injuries to determine possible preventative actions. Take immediate corrective actions as required.
11. Ensure that specific programs (i.e. hazard communication, protection from bloodborne pathogens, hearing conservation, forklift safety/operator certification) are implemented and complied with consistently.

Client Visits

1. Employees of Newcap are required to follow all client safety and security procedures during client visits.
2. If your client host does not advise you regarding safety hazards consider the following:
 - Emergency exit location(s);
 - Keep your eye on the path you are walking and avoid any tripping/slipping hazards. When on stairs maintain three point contact (hand on rail and feet on stairs);
 - When visiting manufacturing or construction sites, eye protection, hearing protection, and hard hats are frequently required. Ideally, this equipment will be in the possession of the Newcap employee and not provided by the client.

If you will be touring a factory or construction site, dress appropriately. Wear shoes that support your feet and are slip resistant. Avoid clothing that is either constrictive or too loose; loose clothing be get caught in machinery or other equipment.

Reporting Injuries

Any work-related injury or suspected injury must be reported immediately to your supervisor and to Human Resources. A **Report of Injury or Illness** form must be completed. Failure to promptly report an injury may result in disciplinary action.

1. Human Resources will issue a **Return to Work Evaluation Form** for the injured employee to take to the treating medical practitioner. The employee must return this form to Human Resources by the next business day.
2. After each practitioner appointment, the employee must report to his/her supervisor and Human Resources to review his/her progress.
3. Newcap provides light duty work for employees recovering from injury. Employees are required to return to light duty work immediately upon release.
4. An accident investigation will be conducted to determine the root cause of the accident. The injured employee will be asked to participate in the investigation.
5. Employees are urged to report hazardous conditions and “near miss” incidents to their supervisors before injuries result.
6. Any attempt to defraud Newcap with a false workers’ compensation claim will result in disciplinary action. The case can also be referred to the district attorney for possible prosecution.

Emergency Action Plan

GENERAL EMERGENCY GUIDELINES:

- Stay calm and think through your actions
- Know the emergency numbers:
 - Fire/Police/Ambulance 911
 - Internal Emergency Number – PA system if equipped
 - Human Resources - **Candy LaCount 834-4621 Ext. 1107**
 - Page – **Announce concern and location**
 - Operator “0”
- Know where the stairwell exits are located
- In the event of any emergency, do not take elevators, use the stairs
- Do not hesitate to call/alert others if you believe that an emergency is occurring—you will not “get in trouble.”
- Know where emergency equipment is located: **(First Aid Kits, for now. AED possible in future-will list)**

FIRE EVACUATION

- Employees will be notified of a fire alarm either by the fire alarm system or by a paged announcement.
- Upon becoming aware of a fire alarm, employees should immediately evacuate the building using the closest stairs. Do not delay evacuation to get personal belongings or to wait for co-workers. Also, all doors should be closed as the last person passes through. (Note: never use elevators during fire alarm situations).
- Supervisors should be the last persons to leave the area. Check in conference rooms, lavatories, and offices to be sure that all personnel have evacuated.
- Any employee having a mobility, visual, hearing, or other condition, which may hinder them from becoming aware of an emergency or evacuating, should request special assistance through Human Resources.
- Upon exiting the building, personnel should report to the **Buildings rear parking lot** for further instruction and a headcount.
- If any employee is missing, an immediate report should be made to **any available supervisor**, who will in turn report to the first available fire department officer.
- Employees should stay together in a group so that periodic updates on the situation can be issued.
- The order to re-occupy the building will be issued by **an “All Clear Notification” This decision will take place as authorized by the responding fire commander.** The CEO, HR Director, VP of Operations or Safety Coordinator will give the okay after high agreement is reached, and city officials agree that the building is safe to re-occupy.

2. EMPLOYEE DISCOVERING A FIRE:

- Alert other persons in the immediate hazard area.
- Activate a fire alarm or page an emergency announcement.
- If you have been trained, you can decide to use a fire extinguisher following these instructions:
 - P=Pull the safety pin
 - A=Aim the nozzle at the base of the fire
 - S=Squeeze the operating lever
 - S=Sweep side to side covering the base of the fire

**When using a fire extinguisher always stay between the fire and an exit; stay low and back away when the fire is extinguished.*

Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky or you are frightened, evacuate. **Once extinguisher has been used, evacuate the area immediately. Extinguisher dust should not be inhaled*

Notify the fire department where the emergency is located. He/she will relay this information to the fire department.

Emergency Action Plan

3. MEDICAL EMERGENCY: (chest pains, loss of consciousness, fall from a height, etc.)

- Upon discovering a medical emergency, call 911.
- Call the operator ("O") and report the nature of the medical emergency and location.
- Stay with the person involved being careful not to come in contact with any bodily fluids, unless properly trained and equipped.
- Send two persons (greeters) to the building entrance/s, to await the fire department. (One person should call and hold an elevator car. Often two fire department units will arrive, so the second greeter should wait at the entrance to receive the second unit while the first greeter escorts the fire dept. personnel to the scene).
- Employees in the immediate vicinity of the emergency, but not directly involved, should leave the area.
- Human Resources will make any necessary notifications to family members of the person suffering the medical emergency.

4. SEVERE WEATHER:

- The **Administrative Assistant** or Safety Coordinator will monitor a weather situation. If a severe weather report is issued, she/he will immediately page the following announcement: **There is severe weather approaching, All workers evacuate to the basement Furnace Room Immediately.** (This announcement will be repeated three times).
- Employees will immediately shut down office equipment and will proceed to the basement furnace room. Failure to do so will result in disciplinary action.
- When the severe weather warning is cancelled, the Safety Coordinator/ VP/CEO or site administrative lead person will announce that it is safe to return to office areas.

5. WORKPLACE VIOLENCE:

- Any employee who feels that she/he has been threatened should immediately report their concern to their supervisor and to Human Resources.
- If any person is observed exhibiting threatening behavior or making threatening statements, the person discovering the situation should warn others in the area and immediately notify Human Resources and stay away from the person exhibiting threatening behavior.
- Depending upon the level of concern, the **Green Bay police department phone number is 920-448-3200**, should be called immediately. **If urgent, dial 911.**
- Never attempt to confront any person exhibiting threatening behavior.

*If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are urged to confidentially discuss the issue with Human Resources so that a prevention plan can be developed.

Emergency Contact Information

GREEN BAY FIRE DEPARTMENT:

TELEPHONE: 920-448-3280

GREEN BAY POLICE DEPARTMENT:

TELEPHONE: 920-448-3200

EMERGENCY MEDICAL SERVICES (AMBULANCE):

TELEPHONE: 911

HOSPITAL: Green Bay - Bellin Health Hospital

744 S. Webster Avenue. Open 7 days a week, 24 hours a day.

TELEPHONE: 920-433-3500

DOCTOR: _____ ADDRESS: _____

TELEPHONE: _____

JOBSITE TELEPHONE NUMBERS:

PROJECT NAME / NUMBER:

ADDRESS: _____

TELEPHONE: _____

SITE SUPERINTENDENT: _____

HOME TELEPHONE: _____

CLIENT CONTACT: _____

OFFICE TELEPHONE: _____

HOME TELEPHONE: _____

Fire Prevention Plan & Electrical Safety

1. Smoking is not allowed in any interior area of the building. Smoking is only allowed in designated exterior smoking areas.
2. No candles or open flames are allowed within the facility.
3. Hot work: contractors performing hot work (welding, grinding, flame cutting, brazing, soldering, etc.) must contact **their supervisor** for approval prior to the start of the work.
4. Only space heaters provided by the company are approved for use within the facility. Employees using space heaters are responsible to turn the heater off when leaving their desk for extended periods of time (lunch, end of the workday, etc.).
5. No flammable chemicals are allowed to be stored inside the building at any time, **unless stored in NFPA approved flammable container storage lockers.**
6. **If you feel that there is a work-related need to use a flammable chemical, be sure to read the directions and follow the information listed in the SDS. If you need further assistance, contact the safety manager for guidance.**
7. Electrical safety:
 - With the exception of independently fused multi-tap cords for computers, extension cords are not allowed.
 - Keep electric cords out of areas where they will be damaged by stepping on/kicking them.
 - Turn electrical appliances off with the switch, not by pulling out the plug.
 - Turn all appliances off before leaving for the day.
 - Radios/tape/CD players and PDAs are the only personal electrical devices allowed to be used in offices/cubes. These devices must be in good repair. NEWCAP reserves the right to instruct you to remove personal electrical devices at any time.
 - **Only licensed electricians are allowed to remove the cover on an electrical panel. Prior to removal, power to the panel must be shut off and locked and tagged out of service.**
 - Never run cords under rugs or other floor coverings.
 - Any electrical problems should be reported immediately to **Matt Dimmer.**
8. The following areas must remain clear and unobstructed at all times:
 - Exit doors,
 - Aisles,
 - Electrical panels, and
 - Fire extinguishers.

Return to Work Program

It is our goal to prevent work-related injuries from happening. We are always concerned when one of our employees is injured or ill due to a work-related condition. We believe that such absences cost both Newcap and its employees. We want our injured employees to get the best possible medical treatment immediately to assure the earliest possible recovery and return to work.

Newcap has a workers' compensation program available for employees who have suffered work-related injuries. The program's administrator will determine, based upon their guidelines, whether you are eligible for wage loss or medical expenses under that program.

Newcap wants to provide meaningful work activity for all employees who become unable to perform all, or portions, of their regular work assignment. Thus, we have implemented a Return to Work program, which includes transitional or light duty work. The Return to Work program is temporary, not to exceed six months.

Employee Procedures

- All work-related injuries should always be reported immediately to your supervisor no later than the end of the shift on which the injury occurs.
- **In the event of an emergency, such as a severe bodily harm, immediately dial 911.**
- **If the injury does not require immediate emergency care, after notifying your supervisor of your injury, call the Risk Administration Services Triage Nurse (RAS) at 1-844-332-5238. A Registered Nurse (R.N.) will evaluate your injury and give instructions for care, or refer you to a medical provider for advanced care.**
- If a **post-accident drug screen** is not performed the **same day** as the injury, the employee will only be paid up to one hour while taking time out to have the drug screen sample collected.
- You must complete and sign a Report of Injury or Illness form.
- **In the event advance medical care is necessary as dictated by the RAS Nurse (stiches, x-rays, etc.),** the injured employee must advise their supervisor that they are seeking treatment and obtain a Return to Work Evaluation form. Regardless of the choice of physicians, the Return to Work form must be completed for each practitioner visit. Newcap will not accept a general note stating that you are only to be off of work.
- Under this program, temporary light duty work is available for up to sixty (60) days (with a review of your progress every 30 days) while you are temporarily unable to work in your regular job capacity. Transitional or light duty work beyond sixty (60) days, up to a maximum of six (6) months, will be evaluated on a case-by-case basis.
- If you are unable to return to your regular job, but are capable of performing transitional duty, you must return to transitional duty. Failure to do so will result in your not being eligible for full disability benefits under the workers' compensation program, and may result in disqualification for certain employee benefits and, in some cases, be a basis for termination.
- Employees who are unable to work and whose absences Newcap approves must keep us informed on a weekly basis of their status. Failure to do so will result in a reduction in benefits available and discipline, up to and including termination from employment.
- If you are unable to return to your regular job or transitional duty, your absence must be approved under the Family Medical Leave Act (FMLA) program. For this purpose, you need to complete a Family Medical Leave Request form and submit it to the Human Resources Department. You must also have your practitioner complete both the Return to Work Evaluation form and Return to Work Request / Physician's Authorization form.
- Employees who are not eligible for leave under FMLA must return to light duty or regular work if at all possible. If you are unable to return to any available work, your job position may be filled after a reasonable time. When able to do so, you will be entitled to return to a suitable position, if available and consistent with any limitations. However, you must keep us regularly informed of your status and any changes in your condition.
- Employees must provide a Return to Work form indicating they are capable of returning to full duty. Permanent restrictions will be evaluated on a case-by-case basis and relate to the performance of essential job functions. No permanent light duty positions will be created.
- Cooperate with our third-party administrator and provide accurate and complete information as soon as possible so that you receive all benefits to which you are entitled. If you have problems or concerns, please contact your Job Site Foreman and the Human Resources Department.

Hazard Communication

1. All Newcap employees have a right to know what chemicals they work with, what the hazards are and how to handle them safely.
2. **Safety Data Sheets** (SDS) are documents provided by the supplier of a chemical. SDSs detail the chemical contents, associated hazards and general safe handling guidelines. At Newcap, the SDS collection is located: [Online in the N:drive, see Safety Folder/SDS](#). Employees are free to utilize the SDS as needed.
3. General rules for handling chemicals:
 - Read all label warnings and instructions.
 - Follow instructions for quantity. More does not mean better.
 - Minimize contact with chemicals. Use double layer cloths or gloves to protect your skin and keep your face clear of the area to reduce inhalation.
 - Always wash your hands after handling chemicals.
 - If a chemical enters your eye(s) immediately hold open the injured eye(s) and rinse it/them with clean, cool water for 15 minutes. Then be sure to report the injury immediately.
 - Any questions or concerns regarding chemicals should be reported to your manager or the Safety Coordinator.
4. All chemical containers must be labeled to identify contents and hazards. Labels will include:
 - **Product Identifier:** The chemical's name and a list of the substance(s) it contains.
 - **Supplier Information:** Name, address and phone number of the chemical's manufacturer or supplier.
 - **Pictogram:** A symbol plus other graphic elements, such as a border, background pattern, or color that conveys specific information about the dangers of a chemical. Each pictogram consists of a different symbol on a white background within a red square frame set on a point (i.e. a red diamond). There are nine pictograms under the GHS. However, only eight pictograms are required by OSHA.
 - **Precautionary Statement:** One or more phrases that describe recommended measures to be taken to minimize or prevent adverse effects resulting from exposure to a hazardous chemical or improper storage or handling of a hazardous chemical.
 - **Signal words:** A single word used to indicate the relative level of severity of the hazard and alert the reader to a potential hazard on the label. The signal words used are "danger" and "warning." "Danger" is used for the more severe hazards, while "warning" is used for less severe hazards.
 - **Hazard Statement:** A statement assigned to a hazard class and category that describes the nature of the hazard(s) a chemical presents. Each hazard statement has designated a code to help for reference purposes, but the actual phrasing must appear on the label.

Office Safety:

1. Never leave file drawers open, or open multiple file drawers at once.
2. Do not stack heavy or bulky objects on top of cabinets.
3. Do not store frequently used objects above shoulder height or below knee height.
4. Never reach into office machines without turning them off and unplugging them if possible.
5. Keep your work area free of trip hazards such as storage in walkways, cords across aisles, and damaged floor coverings.
6. Inspect step stools/ladders before use. Be sure to keep a stationary object in front of you when using a step stool to provide stability.
7. Never use defective or broken equipment. Report these problems to your supervisor.

Security:

1. Always be aware of your surroundings. Keep your head up and hands out of your pockets while walking to and from your car.
2. Immediately report any suspicious activity or persons to **your supervisor and the HR Director**. And immediately report any theft to the **HR Director**.
3. When parking, remove all valuables from sight and lock car doors.
4. Do not enter an elevator car if you are concerned about other riders; instead, wait for the next car.
5. Keep all valuables (money, purse, jewelry, etc.) out of sight when at your desk. Do not bring large sums of money or other valuables into the building.
6. Secure laptop computers, PDAs, and other small electronic devices before leaving your workspace for extended periods of time (lunch, meetings, etc.).
7. If you are working alone and are in the office before or after regular business hours, on weekends, or holidays, observe these additional guidelines:
 - Be sure doors close and lock after you.
 - Turn on lights as you move through the building.
 - Always be aware of the closest telephone (do not hesitate to call 911 if you feel threatened).
 - Be sure that someone at home knows that you are at work and is expecting you to check in by a specified time.
 - As you leave the office, be sure to turn off all equipment, lights, etc., after use.
 - See WORKING ALONE POLICY Page 23 for specific details.
8. Weapons, including firearms, knives with blades longer than two inches, bow/arrow, mace, tear gas, and clubs, are not allowed on Newcap property.
9. The VP of Safety and the Deputy CEO/Executive VP of Operations, at their discretion, may choose to provide certain at-risk employees with state of Wisconsin approved pepper spray. Individuals issued pepper spray will receive training for proper usage and safety protocol. Employees must adhere to state guidelines regarding pepper spray.

Sexual Harassment Policy

Newcap does not tolerate harassment of our job applicants, employees, clients, guests, vendors, customers, or persons doing business with Newcap. Any form of harassment related to an employee's race, color, sex, religion, national origin, age, citizenship status, veteran status, or handicap is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, or national origin; sexual advances; requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

Violation of this policy by an employee shall subject that employee to disciplinary action, up to and including immediate discharge.

Sexual harassment, one type of prohibited harassment, has been defined according to Newcap guidelines as:

- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or
- *Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.*

Examples of conduct prohibited by this policy include but are not limited to:

- Unwelcome sexual flirtation, advances, or propositions;
- Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation;
- Explicit or degrading verbal comments about another individual or his/her appearance;
- The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
- Any sexually offensive or abusive physical conduct;
- The taking of or the refusal to take any personnel action based on an employee's submission to or referral of sexual overtures; and
- Displaying cartoons or telling jokes that relate to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.

Harassment of our employees in connection with their work by non-employees may also be a violation of this policy. Any employee who becomes aware of any harassment of an employee by a non-employee should report such harassment to his or her supervisor. Appropriate action will be taken with respect to violation of this policy by any non-employee.

If you believe that you are being subjected to workplace harassment, you should:

1. Tell the harasser that his or her actions are not welcome and they must stop, if you feel comfortable enough to do so.
2. Report the incident immediately to your supervisor/manager, the Human Resources Director.
3. Report any additional incidents that may occur to one of the above resources.

Any reported incident will be investigated. Complaints and actions taken to resolve complaints will be handled as confidentially as possible, given Newcap's obligation to investigate and act upon reports of such harassment.

Retaliation of any kind against an employee who reports a suspected incident of sexual harassment is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including termination.

Considerations Following a Serious Industrial Accident

Any work-related accident resulting in serious injury or the death of an employee presents significant emotional challenges for management. Following are some guidelines, which may reduce the effects on fellow employees and minimize the impact from regulators, such as OSHA.

1. Be prepared to talk to local police officials, district attorney investigators, coroners, and OSHA compliance officers. Be aware that police and district attorneys can conduct criminal investigations. Be truthful but do not speculate or offer unsolicited opinions, information, or theories. Also be prepared for contacts from local news media. Consult with legal advisors if in doubt. (Operate under the assumption that OSHA will investigate. Take steps to be sure that your entire facility is as prepared as possible).
2. Fatalities must be reported to OSHA **within eight hours**. Any in-patient hospitalization, amputation or loss of an eye must be reported to OSHA **within 24 hours**. This report can be submitted to a local OSHA office (in phone or in person) or the central OSHA office (1-800-321-OSHA (6742) or TTY 1-877-889-5627).
3. Have a representative of your company contact the employee's next of kin to inform her/him of the circumstances. If possible, this contact should be made in person. Offer to provide transportation and/or other support. (For example, providing a Newcap representative at the hospital will convey the company's concern).
4. Get all witnesses names. If some witnesses are not employees, be sure to get full addresses and phone numbers.
5. Render safe any hazards created by the accident scene. (i.e. material that may fall, leaking chemicals, etc.). Rope off or otherwise isolate the accident scene early on to prevent it from becoming a "tourist attraction."
6. Conduct an initial investigation. If equipment and/or duties directly involved in the accident are duplicated elsewhere in the company, take immediate steps to assure that there will be no re-occurrence of the accident.
7. Take pictures to document the scene. Note anything that may help you identify specific equipment involved such as serial numbers, license plate numbers, etc.
8. Follow Newcap's procedure for bloodborne pathogens in cleaning any bodily fluid spills.
9. Consider meeting with employees in small groups to discuss, in general terms:
 - a) The serious accident that occurred.
 - b) That all the necessary steps were taken to care for the person involved.
 - c) That an accident investigation is being performed.
 - d) That all employees will be kept informed.
 - e) The availability of the Employee Assistance Program (EAP).
 - f) Provide encouragement and request that employees work safely.
10. Request your supervisors be alert for employees who may not be paying full attention to their jobs and thereby jeopardizing their own safety. During these discussions, do not discuss fault, discipline, opinions, etc.
11. If your company has a physician on contract, have him/her follow the case.

Bloodborne Pathogens



Blood and other bodily fluids can carry pathogens, which are capable of causing diseases in others. This includes HIV, which leads to AIDS and hepatitis.

1. Because we cannot tell by looking at a person if they are infected with a pathogenic disease, we must take precautions following an illness or injury when bodily fluids are released.
2. In the event of a person losing bodily fluids, stay away from the area and warn others to also do so. You can still stay close to the ill/injured person to support him/her, just be sure to stay out of contact any bodily fluids.
3. In the event that you find spilled bodily fluids, a syringe, or other medically contaminated materials, do not attempt clean up by yourself. Call **the onsite nurse, HR Director, or Bob Detrick for instructions**.

Working Alone Policy:

Working alone will not be allowed in any of the following High risk activities:

- Working from heights
- Working in confined spaces
- Working in situations requiring Lockout/Tagout
- Working with electrical (beyond changing light bulbs)
- Working with hazardous substances or materials
- Working with material under high pressure
- Working where there is a possible/suspected threat of violence
- Working in isolation from first aid services or immediate/emergency service

Working Alone – Non Hazardous Tasks:

On some occasions, workers are introduced into a situation where they are working alone. The most common examples of this as it relates to administrative staff would be:

- Doing administrative work before or after normal working hours
- Facility cleaning after hours
- HQS or Auditor inspections - offsite

During such occasions, lone workers would be required to notify someone (a responsible person/supervisor) of the fact they are going to be working alone. They must be in close proximity to a land line, or in the case of auditors and inspectors, have a cell phones and cell service, so they can get help if needed. In no case is a worker allowed to be alone without having informed someone responsible as to their current status and situation. The lone worker should tell their responsible person: where they are now, or are going to be and when, how long they are going to be there, and when they expect to depart. In addition, the lone worker must notify the responsible person whenever the dynamic changes, for instance; when they are arriving or departing from a particular location, and when they have safely arrived home, or to a location where they are no longer alone and have reached a safe destination. The goal of the lone worker policy is to ensure lone workers are always accounted for and are in a safe environment.

Vehicle Use Policy

To: All drivers of Newcap

- This policy applies to:
 - Vehicles owned, leased, or rented to Newcap.
 - Personally owned vehicles driven by employees on behalf of Newcap.

The following policy has been established to encourage safe operation of vehicles, and to clarify insurance issues relating to drivers and Newcap.

- All drivers must have a valid driver's license.
- Motor Vehicle Records will be checked periodically. Driving privileges may be suspended or terminated if your record indicates an unacceptable number of accidents or violations. Should your record fall into our insurance carrier's guidelines of an, 'unacceptable driver,' our employment may be terminated.
- Your supervisor must be notified of any change in your license status or driving record.

When operating your own vehicle for Newcap business:

- Your Personal Auto Liability insurance is the primary payer. Newcap's insurance is in excess of your coverage.
- You should carry at least **\$100,000** per occurrence liability coverage. Evidence of insurance coverage is to be provided to either Newcap each year, by a copy of your policy's Declaration page or a Certificate of Insurance.
- NEWCAP is not responsible for any physical damage to your vehicle. You must carry your own collision and comprehensive coverage.
- Report your mileage for expense reimbursement.

In the event of an accident:

- Take necessary steps to protect the lives of yourself and others.
- Comply with police instructions.
- Do not assume or admit fault. Others will determine liability and negligence after thorough investigation.
- Report the accident to Newcap as soon as possible.

By signing this document you are agreeing that you have read and understood the Vehicle Use policy, and will comply.

Employee's Signature

Date

Employee's name - Print

Newcap is firmly committed to your safety. We will do everything possible to prevent workplace accidents and are committed to providing a safe working environment for you and all employees.

We value you not only as an employee but also as a human being critical to the success of your family, the local community, and Newcap.

You are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and NEWCAP policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, Newcap will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, Newcap subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds Newcap in higher regard with customers, and increases productivity. This is why Newcap will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of Newcap is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices, company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions, and assistance from employees where safety and health are concerned.
6. Management and supervisors of Newcap will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, management must monitor the company's safety and health performance, working environment, and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at Newcap must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries and keep each other safe and healthy in the work that provides our livelihood.

By signing this document, I confirm the receipt of Newcap's employee safety handbook. I have read and understood all policies, programs, and actions as described, and agree to comply with these set policies.

Employee Signature

Date

Employee Name - Print

ANNUAL REVIEW AND REVISION

The Employee Safety Policy Manual for *Newcap* is to be reviewed annually for changes to the work procedures performed under this program, changes in OSHA standards pertaining to this program, or changes in equipment used or provided. All revisions to the program must be dated and initialed by the designated managers and directors responsible for administering this program.

Date of Annual Review:

11/16/20

By:

Bob D.

Date of Revision:

By:

ADDENDUM 2: Informal Hearing/Grievance Procedures



APPLICANT INFORMAL HEARING (Grievance Procedures)

An applicant who has completed a preliminary application for the short term housing program is entitled to an informal review if they have been denied from participation of one of the following:

- ❖ Participation in the program

A current program participant of the short term housing program is entitled to an Informal Hearing if they are unsatisfied with any of the following:

- ❖ Termination of assistance
- ❖ Eligible Immigration Status
- ❖ Non-compliance of program rules and regulations

Termination is expected to be limited to only the most severe cases. Programs will exercise judgment and examine all extenuating circumstances when determining if violations are serious enough to warrant termination.

PROCEDURES FOR FILING FOR AN INFORMAL HEARING

1. Notice of Denial/Termination

Newcap must provide a written copy of the notice of denial, provide the reasons and state that the participant has the right to request an informal hearing.

2. Request for Informal Review

Upon receipt of the notice, the applicant/participant must submit a written request **within 10 days** from the date of the letter. This procedure must also be stated in the notice of denial that is sent to applicant/participant.

3. Scheduling Informal Hearing

Once Newcap receives the written request (**within the 10-day period**), a review will be scheduled within 20 days. The applicant/participant will be notified in writing of the date and time of the review/hearing.

4. Results of Informal Hearing

The Hearing Officer (someone other than the person who made or approved the decision and their subordinates) must render their decision within 15 days and notify the applicant/participant in writing.

5. Failure to Request an Informal Hearing

If the applicant/participant does not request an Informal Hearing in writing within the specified time, the decision to deny/terminate the applicant/participant is final.

The purpose for an Informal Hearing is to consider whether the Housing staff members' decision(s) regarding the applicant/participant is in accordance with program rules and regulations.

Families may present oral or written objectives and dispute criminal records. Before the hearing, the family has the opportunity to examine the documents directly relevant to the hearing. Documents include records and regulations. The family may copy the documents at its own expense.

Signature of Household Adults and Date of Signature

Signature

Date

ADDENDUM 3: Resident Rights Statement

RESIDENT RIGHTS STATEMENT

1. I have voluntarily chosen to receive services from Newcap
2. I understand that I may terminate my stay at any time
3. I understand that there is no assurance that my situation will improve. Case Management is encouraged and is a cooperative effort between me and my Case Manager. I will work with my Case Manager in a cooperative manner to resolve my homelessness
4. I understand that during the course of my stay, material may be discussed which will be upsetting in nature and that this may be necessary to help me resolve my problems
5. I understand that records and information collected about me will be held or released in accordance with state laws regarding confidentiality of such records and information
6. I understand that the state and local laws require my Case Manager to report all cases in which there exists a danger to self or others
7. I understand that there may be other circumstances in which the law requires my Case Manager to disclose confidential information
8. I have read and had explained to me the basic rights of individuals who receive services from Newcap. These rights include:
 - a. To be informed of the various steps and activities involved in receiving social services
 - b. To confidentiality under federal and state laws relating to the receipt of social services
 - c. To humane care and protection from harm, abuse, or neglect
 - d. To make an informed decision whether to accept or refuse social services
 - e. To contact and consult with counsel at my expense

I understand that Newcap staff and other coordinating agencies may exchange any and all information pertaining to my plan, to the extent such disclosure is necessary for case management, coordination of treatment, quality assurance or utilization review purposes. I understand that I can revoke my consent at any time except to the extent that services have already been received, or the action has been taken in reliance on this consent. If I do not revoke this consent, it will expire automatically in one year.

I have read or been read to, and understand the above.

Resident Signature _____ Date: ____/____/____



ADDENDUM 5: FHEO-2020-01



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-2000

OFFICE OF FAIR HOUSING AND EQUAL
OPPORTUNITY

SPECIAL ATTENTION OF:

HUD Regional and Field Office Directors of
Public and Indian Housing (PIH); Housing;
Community Planning and Development
and Equal Opportunity; Superseded, or Rescinded.
and Regional Counsel; CPD, PIH, and
Housing Program Providers

FHEO Notice: **FHEO-2020-01**

Issued: January 28, 2020

Expires: Effective until Amended, (CPD); Fair Housing

Subject: Assessing a Person's Request to Have an Animal as a Reasonable Accommodation
Under the Fair Housing Act

1. **Purpose:** This notice explains certain obligations of housing providers under the Fair Housing Act (FHA) with respect to animals that individuals with disabilities may request as reasonable accommodations. There are two types of assistance animals: (1) service animals, and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a "support animal"). Persons with disabilities may request a reasonable accommodation for service animals and other types of assistance animals, including support animals, under the FHA. This guidance provides housing providers with a set of best practices for complying with the FHA when assessing requests for reasonable accommodations to keep animals in housing, including the information that a housing provider may need to know from a health care professional about an individual's need for an assistance animal in housing. This guidance replaces HUD's prior guidance, FHEO-2013-01, on housing providers' obligations regarding service animals and assistance animals. In particular, this guidance provides a set of best practices regarding the type and amount of documentation a housing provider may ask an individual with a disability to provide in support of an accommodation request for a support animal, including documentation of a disability (that is, physical or mental

impairments that substantially limit at least one major life activity) or a disability-related need for a support animal when the disability or disability-related need for the animal is non-obvious and not known to the housing provider. By providing greater clarity through this guidance, HUD seeks to provide housing providers with a tool they may use to reduce burdens that they may face when they are uncertain about the type and amount of documentation they may need and may be permitted to request when an individual seeks to keep a support animal in housing. Housing providers may be subject to the requirements of several civil rights laws, including but not limited to the FHA, Section 504 of the Rehabilitation Act (Section 504), and the Americans with Disabilities Act (ADA). This guidance does not address how HUD will process complaints against housing providers under Section 504 or the ADA.

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2. **Applicability:** This notice applies to all housing providers covered by the FHA.¹
3. **Organization:** There are two sections to this notice. The first, “Assessing a Person’s Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act,” recommends a set of best practices for complying with the FHA when assessing accommodation requests involving animals to assist housing providers and help them avoid violations of the FHA. The second section to this notice, “Guidance on Documenting an Individual’s Need for Assistance Animals in Housing,” provides guidance on information that an individual seeking a reasonable accommodation for an assistance animal may need to provide to a housing provider about his or her disability-related need for the requested accommodation, including supporting information from a health care professional.

Questions regarding this notice may be directed to the HUD Office of Fair Housing and Equal Opportunity, Office of the Deputy Assistant Secretary for Enforcement and Programs, or your local HUD Office of Fair Housing and Equal Opportunity.

Anna María Farías, Assistant Secretary for
Fair Housing and Equal Opportunity

¹ The Fair Housing Act covers virtually all types of housing, including privately owned housing and federally assisted housing, with a few limited exceptions.

Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act²

The Fair Housing Act (FHA) makes it unlawful for a housing provider³ to refuse to make a reasonable accommodation that a person with a disability may need in order to have equal opportunity to enjoy and use a dwelling.⁴ One common request housing providers receive is for a reasonable accommodation to providers' pet or no animal policies so that individuals with disabilities are permitted to use assistance animals in housing,⁵ including public and common use areas.

Assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities.⁶ There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a "support animal").⁷ An animal that does not qualify as a service animal or other type of assistance animal is a pet for purposes of the FHA and may be treated as a pet for purposes of the lease and the housing provider's rules and policies. A housing provider may exclude or charge a fee or deposit for pets in its discretion and subject to local law but not for service animals or other assistance animals.⁸

² This document is an integral part of U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity Notice FHEO-2020-01, dated January 28, 2020 (sometimes referred to as the "Assistance Animal Notice").

³ The term "housing provider" refers to any person or entity engaging in conduct covered by the FHA. Courts have applied the FHA to individuals, corporations, partnerships, associations, property owners, housing managers, homeowners and condominium associations, cooperatives, lenders, insurers, real estate agents, brokerage services, state and local governments, colleges and universities, as well as others involved in the provision of housing, residential lending, and other real estate-related services.

⁴ 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204. Unless otherwise specified, all citations refer to those authorities effective as of the date of the publication of this guidance.

⁵ For purposes of this guidance, the term "housing" refers to all housing covered by the Fair Housing Act, including apartments, condominiums, cooperatives, single family homes, nursing homes, assisted living facilities, group homes, domestic violence shelters, emergency shelters, homeless shelters, dormitories, and other types of housing covered by the FHA.

⁶ See 24 C.F.R. § 5.303(a).

⁷ Under the FHA, a disability is a physical or mental impairment that substantially limits one or more major life activities. See 24 C.F.R. § 100.201.

⁸ See Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act (“Joint Statement”), Q and A 11 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>; *Fair Hous. of the*

Dakotas, Inc. v. Goldmark Prop. Mgmt., 778 F. Supp. 2d 1028 (D.N.D. 2011). HUD views the Joint Statement as well-reasoned guidance on some of the topics addressed in this guidance. The Joint Statement, available to the public since 2004, has been cited from time to time by courts. See,

e.g., *Bhogaita v. Altamonte Heights Condo. Ass’n*, 765 F.3d 1277, 1286 (11th Cir. 2014); *Sinisgallo As of the date of the issuance of this guidance, FHA complaints concerning denial of reasonable accommodations and disability access comprise almost 60% of all FHA complaints and those involving requests for reasonable accommodations for assistance animals are significantly increasing. In fact, such complaints are one of the most common types of fair housing complaints that HUD receives. In addition, most HUD charges of discrimination against a housing provider following a full investigation involve the denial of a reasonable accommodation to a person who has a physical or mental disability that the housing provider cannot readily observe.*²

HUD is providing this guidance to help housing providers distinguish between a person with a nonobvious disability who has a legitimate need for an assistance animal and a person without a disability who simply wants to have a pet or avoid the costs and limitations imposed by housing providers’ pet policies, such as pet fees or deposits. The guidance may also help persons with a disability who request a reasonable accommodation to use an assistance animal in housing.

While most requests for reasonable accommodations involve one animal, requests sometimes involve more than one animal (for example, a person has a disability-related need for both animals, or two people living together each have a disability-related need for a separate assistance animal). The decision-making process in this guidance can be used for all requests for exceptions or modifications to housing providers’ rules, policies, practices, and/or procedures so persons with disabilities can have assistance animals in the housing where they reside.

This guidance is provided as a tool for housing providers and persons with a disability to use at their discretion and provides a set of best practices for addressing requests for reasonable accommodations to keep animals in housing where individuals with disabilities reside or seek to reside. It should be read together with HUD’s regulations prohibiting discrimination under the FHA¹⁰ —with which housing providers must comply— and the HUD/Department of Justice (DOJ) Joint Statement on Reasonable Accommodation under the Fair Housing Act, available at <https://www.hud.gov/sites/documents/huddojstatement.pdf>. A housing provider may also be

² See, *e.g.*, *HUD v. Castillo Condominium Ass’n*, No. 12-M-034-FH-9, 2014 HUD ALJ LEXIS 2 (HUD Sec’y, October 02, 2014) *aff’d*, 821 F.3d 92 (1st Cir. 2016); *HUD v. Riverbay*, No. 11-F052-FH-18, 2012 HUD ALJ LEXIS 15 (HUD ALJ, May 07, 2012), *aff’d*, 2012 ALJ LEXIS 19 (HUD Sec’y June 06, 2012). ¹⁰ 24 C.F.R. Part 100.

subject to the Americans with Disabilities Act (ADA) and therefore should also refer to DOJ's regulations implementing Title II and Title III of the ADA at 28 C.F.R. parts 35 and 36 , and DOJ's guidance on service animals, *Frequently Asked Questions about Service Animals and the ADA* at https://www.ada.gov/regs2010/service_animal_qa.html and *ADA Requirements: Service Animals* at https://www.ada.gov/service_animals_2010.htm. This guidance replaces HUD's prior guidance on housing providers' obligations regarding service animals and assistance animals.³

Housing

v. Town of Islip Hous. Auth., 865 F. Supp. 2d 307, 336-42 (E.D.N.Y. 2012). However, HUD does not intend to imply that the Joint Statement is independently binding statutory or regulatory authority. HUD understands it to be subject to applicable limitations on the use of guidance. See

"Treatment as a Guidance Document" on p.5 for a citation of authorities on permissible use of guidance.

providers should not reassess requests for reasonable accommodations that were granted prior to the issuance of this guidance in compliance with the FHA.

Treatment as a Guidance Document

As a guidance document, this document does not expand or alter housing providers' obligations under the Fair Housing Act or HUD's implementing regulations. It should be construed consistently with Executive Order 13891 of October 9, 2019 entitled "Promoting the Rule of Law Through

Improved Agency Guidance Documents," Executive Order 13892 of October 9, 2019 entitled "Promoting the Rule of Law Through Transparency and Fairness in Civil Administrative Enforcement and Adjudication," the Office of Management and Budget Memorandum M-20-02 entitled "Guidance Implementing Executive Order 13891, Titled 'Promoting the Rule of Law Through Improved Agency Guidance Documents,'" the Department of Justice Memorandum of January 25, 2018 entitled "Limiting Use of Agency Guidance Documents in Affirmative Civil Enforcement Cases," and the Department of Justice Memorandum of November 16, 2017 entitled "Prohibition on Improper Guidance Documents."

Part I: Service Animals

The FHA requires housing providers to modify or make exceptions to policies governing animals when it may be necessary to permit persons with disabilities to utilize animals.¹² Because HUD

³ FHEO-2013-01.

interprets the FHA to require access for individuals who use service animals, housing providers should initially follow the analysis that DOJ has determined is used for assessing whether an animal is a service animal under the ADA.¹³ The Department of Justice's ADA regulations generally require state and local governments and public accommodations to permit the use of service animals by an individual with a disability.¹⁴ For support animals and other assistance animals that may be necessary in housing, although the ADA does not provide for access, housing providers must comply with the FHA, which does provide for access.¹⁵

¹² 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204. See also Pet Ownership for the Elderly and Persons with Disabilities – Final Rule, 73 Fed. Reg. 63833 (Oct. 27, 2008).

¹³ 24 C.F.R. § 100.204(b).

¹⁴ 28 C.F.R. §§ 35.136(g); 36.302(c)(7).

¹⁵ Specifically, under the Fair Housing Act, housing providers are obligated to permit, as a reasonable accommodation, the use of animals that work, provide assistance, or perform tasks that benefit persons with disabilities, or provide emotional support to alleviate a symptom of effect of a disability. Separate regulations govern airlines and other common carriers, which are outside the scope of this guidance.

What is a service animal?

Under the ADA, “*service animal* means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability.”¹⁶

As a best practice, housing providers may use the following questions to help them determine if an animal is a service animal under the ADA:¹⁷

1. Is the animal a dog?

- If “yes,” proceed to the next question.
- If “no,” the animal is not a service animal but may be another type of assistance animal for which a reasonable accommodation is needed.¹⁸ Proceed to Part II below.

2. Is it readily apparent that the dog is trained to do work or perform tasks for the benefit of an individual with a disability?

- If “yes,” further inquiries are unnecessary and inappropriate because the animal is a service animal.¹⁹
- If “no,” proceed to the next question.

It is *readily apparent* when the dog is observed:

- guiding an individual who is blind or has low vision
- pulling a wheelchair
- providing assistance with stability or balance to an individual with an observable mobility disability²⁰

3. It is advisable for the housing provider to limit its inquiries to the following two questions:

- The housing provider may ask in substance: (1) “Is the animal required because of a

¹⁶ 28 C.F.R. §§ 35.104; 36.104 (emphasis added).

¹⁷ 28 C.F.R. §§ 35.136; 36.302(c).

¹⁸ Although a miniature horse is not a service animal, DOJ has determined that the same type of analysis is applied to determine whether a miniature horse should be provided access, although additional considerations, beyond the scope of this guidance, apply. *See* 28 C.F.R. §§ 35.136(i); 36.302(c)(9).

¹⁹ 28 C.F.R. §§ 35.136(f); 36.302(c)(6).

²⁰ 28 C.F.R. §§ 35.136(f); 36.302(c)(6).

disability?” and (2) “What work or task has the animal been trained to perform?”²¹ Do not ask about the nature or extent of the person’s disability, and do not ask for documentation. A housing provider, at its discretion, may make the truth and accuracy of information provided during the process part of the representations made by the tenant under a lease or similar housing agreement to the extent that the lease or agreement requires the truth and accuracy of other material information.

- If the answer to question (1) is “yes” and work or a task is identified in response to question (2), grant the requested accommodation, if otherwise reasonable, because the animal qualifies as a service animal.
- If the answer to either question is “no” or “none,” the animal does not qualify as a service animal under federal law but may be a support animal or other type of assistance animal that needs to be accommodated. HUD offers guidance to housing providers on this in Part II.

Performing “work or tasks” means that the dog is trained to take a specific action when needed to assist the person with a disability. ○ If the individual identifies at least one action the dog is trained to take which is helpful to the disability other than emotional support, the dog should be considered a service animal and permitted in housing, including public and common use areas. Housing providers should not make further inquiries.

- If no specific work or task is identified, the dog should not be considered a service animal but may be another type of animal for which a reasonable accommodation may be required. Emotional support, comfort, well-being, and companionship are not a specific work or task for purposes of analysis under the ADA.

For more information, refer to the ADA rules and service animal guidance on DOJ’s ADA Home Page at www.ada.gov²² or call the ADA Information Line at 1-800-514-0301.

Part II: Analysis of reasonable accommodation requests under the Fair Housing Act for assistance animals other than service animals

A **reasonable accommodation** is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have equal opportunity to use and enjoy a dwelling, including public and common use spaces.

Remember: While it is not necessary to submit a written request or to use the words “reasonable accommodation,” “assistance animal,” or any other special words to request a reasonable accommodation under the FHA, persons making a request are encouraged to do so in order to avoid

²¹ 28 C.F.R. §§ 35.136(f); 36.302(c)(6).

²² See *Frequently Asked Questions About Service Animals and the ADA* at https://www.ada.gov/regs2010/service_animal_qa.html; *ADA Requirements: Service Animals* at https://www.ada.gov/service_animals_2010.htm.

miscommunication.⁴ Persons with disabilities may also want to keep a copy of their reasonable accommodation requests and supporting documentation in case there is a later dispute about when or whether a reasonable accommodation request was made. Likewise, housing providers may find it helpful to have a consistently maintained list of reasonable accommodation requests.²⁴

A resident may request a reasonable accommodation either before or after acquiring the assistance animal.²⁵ An accommodation also may be requested after a housing provider seeks to terminate the resident's lease or tenancy because of the animal's presence, although such timing may create an inference against good faith on the part of the person seeking a reasonable accommodation. However, under the FHA, a person with a disability may make a reasonable accommodation request at any time, and the housing provider must consider the reasonable accommodation request even if the resident made the request after bringing the animal into the housing.⁵

As a best practice, housing providers may use the following questions to help them make a decision when the animal does not meet the definition of service animal.⁶

4. Has the individual requested a reasonable accommodation — that is, asked to get or keep an animal in connection with a physical or mental impairment or disability?

Note: The request for a reasonable accommodation with respect to an assistance animal may be oral or written. It may be made by others on behalf of the individual, including a person legally residing in the unit with the requesting individual or a legal guardian or authorized

⁴ See Joint Statement, Q and A 12 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>. ²⁴ See Joint Statement, Q and A 13 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>. ²⁵ See Joint Statement, Q and A 12 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

⁵ See 24 C.F.R. § 100.204(a).

⁶ See *Janush v. Charities Hous. Dev. Corp.*, 169 F.Supp.2d 1133, 1136-37 (N.D. Cal., 2000) (rejecting an argument that a definition of “service dog” should be read into the Fair Housing Act to create a rule that accommodation of animals other than service dogs is per se unreasonable, instead finding that “the law imposes on defendants the obligation to consider each request individually and to grant requests that are reasonable.”).

representative.⁷

- If “yes,” proceed to Part III.
- If “no,” the housing provider is not required to grant a reasonable accommodation that has not been requested.

Part III: Criteria for assessing whether to grant the requested accommodation

As a best practice, housing providers may use the following questions to help them assess whether

to grant the requested accommodation.

5. Does the person have an observable disability or does the housing provider (or agent making the determination for the housing provider) already have information giving them reason to believe that the person has a disability?
 - If “yes,” skip to question #7 to determine if there is a connection between the person’s disability and the animal.
 - If “no,” continue to the next question.

Observable and Non-Observable Disabilities

Under the FHA, a disability is a physical or mental impairment that substantially limits one or more major life activities. While some impairments may seem invisible, others can be readily observed. Observable impairments include blindness or low vision, deafness or being hard of hearing, mobility limitations, and other types of impairments with observable symptoms or effects, such as intellectual impairments (including some types of autism), neurological impairments (*e.g.*, stroke, Parkinson’s disease, cerebral palsy, epilepsy, or brain injury), mental illness, or other diseases or conditions that affect major life activities or bodily functions.⁸ Observable impairments generally tend to be obvious and would not be

⁷ See Joint Statement, Q and A 12 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

⁸ See 24 C.F.R. § 100.201.
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reasonably attributable to non-medical causes by a lay person.

Certain impairments, however, especially including impairments that may form the basis for a request for an emotional support animal, may not be observable. In those instances, a housing provider may request information regarding both the disability and the disability-related need for the animal. Housing providers are not entitled to know an individual's diagnosis.

6. Has the person requesting the accommodation provided information that reasonably supports that the person seeking the accommodation has a disability?⁹

- If “yes,” proceed to question #7. A housing provider, at its discretion, may make the truth and accuracy of information provided during the process part of the representations made by the tenant under a lease or similar housing agreement to the extent that the lease or agreement requires the truth and accuracy of other material information.
- If “no,” the housing provider is not required to grant the accommodation unless this information is provided but may not deny the accommodation on the grounds that the person requesting the accommodation has not provided this information until the requester has been provided a reasonable opportunity to do so.¹⁰ To assist the person requesting the

accommodation to understand what information the housing provider is seeking, the housing provider is encouraged to direct the requester to the Guidance on Documenting an Individual's Need for Assistance Animals in Housing. Referring the requester to that Guidance will also help ensure that the housing provider receives the disability-related information that is actually needed to make a reasonable accommodation decision.

Information About Disability May Include . . .

- A determination of disability from a federal, state, or local government agency.
- Receipt of disability benefits or services (Social Security Disability Income (SSDI)), Medicare or Supplemental Security Income (SSI) for a person under age 65, veterans'

⁹ See Joint Statement, Q and A 17 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

¹⁰ This would not permit the housing provider to require any independent evaluation or diagnosis specifically obtained for the housing provider or for the housing provider to engage in its own direct

disability benefits, services from a vocational rehabilitation agency, or disability benefits or services from another federal, state, or local agency.

- Eligibility for housing assistance or a housing voucher received because of disability.
- Information confirming disability from a health care professional – *e.g.*, physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse.

Note that a determination that an individual does not qualify as having a disability for purposes of a benefit or other program does not necessarily mean the individual does not have a disability for purposes of the FHA, Section 504, or the ADA.³²

Disability Determination

Note that under DOJ's regulations implementing the ADA Amendments Act of 2008, which HUD considers instructive when determining whether a person has a disability under the FHA, some types of impairments will, in virtually all cases, be found to impose a substantial limitation on a major life activity resulting in a determination of a disability.¹¹ Examples include deafness, blindness, intellectual disabilities, partially or completely missing limbs or mobility impairments requiring the use of a wheelchair, autism, cancer, cerebral palsy, diabetes, epilepsy, muscular dystrophy, multiple sclerosis, Human Immunodeficiency Virus (HIV) infection, major depressive disorder, bipolar disorder, post-traumatic stress disorder, traumatic brain injury, obsessive compulsive disorder, and schizophrenia.¹² This does not mean that other conditions are not disabilities. It simply means that in virtually all cases these conditions will be covered as disabilities. While housing providers will be unable to observe or identify some of these impairments, individuals with disabilities sometimes voluntarily provide more details about their disability than the housing provider actually needs to make decisions on accommodation requests. When this information is provided, housing providers should consider it.

evaluation. See Joint Statement, Q and A 17-18 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.³²

See Joint Statement, Q and A 18 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

¹¹ See 28 C.F.R. §§ 35.108(d)(2); 36.105(d)(2).

¹² See 28 C.F.R. §§ 35.108(d)(2)(iii); 36.105(d)(2)(iii).

Documentation from the Internet

Some websites sell certificates, registrations, and licensing documents for assistance animals to anyone who answers certain questions or participates in a short interview and pays a fee. Under the Fair Housing Act, a housing provider may request reliable documentation when an individual requesting a reasonable accommodation has a disability and disability-related need for an accommodation that are not obvious or otherwise known.¹³ In HUD's experience, such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal.

By contrast, many legitimate, licensed health care professionals deliver services remotely, including over the internet. One reliable form of documentation is a note from a person's health care professional that confirms a person's disability and/or need for an animal when the provider has personal knowledge of the individual.

7. Has the person requesting the accommodation provided information which reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability?¹⁴
- If "yes," proceed to Part IV. A housing provider, at its discretion, may make the truth and accuracy of information provided during the process part of the representations made by the tenant under a lease or similar housing agreement to the extent that the lease or agreement requires the truth and accuracy of other material information.
 - If "no," the housing provider is not required to grant the accommodation unless this information is provided but may not deny the accommodation on the grounds that the person requesting the accommodation has not provided this information until the requester has been provided a reasonable opportunity to do so. To assist the person requesting the accommodation to understand what information the housing provider is seeking, the housing provider is encouraged to direct the requester to the Guidance on Documenting an Individual's Need for Assistance Animals in Housing. Referring the requester to that Guidance will also help ensure that the housing provider receives the

¹³ See Joint Statement, Q and A 18 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

¹⁴ See *Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt.*, 778 F. Supp. 2d 1028 (D.N.D. 2011) (determining that, in housing, a broader variety of assistance animals may be necessary as a reasonable accommodation, regardless of specific training).

disability-related information that is actually needed to make a reasonable accommodation decision.

Information Confirming Disability-Related Need for an Assistance Animal. . .

- Reasonably supporting information often consists of information from a licensed health care professional – *e.g.*, physician, optometrist, psychiatrist, psychologist, physician’s assistant, nurse practitioner, or nurse – general to the condition but specific as to the individual with a disability and the assistance or therapeutic emotional support provided by the animal.
- A relationship or connection between the disability and the need for the assistance animal must be provided. This is particularly the case where the disability is non-observable, and/or the animal provides therapeutic emotional support.
- For non-observable disabilities and animals that provide therapeutic emotional support, a housing provider may ask for information that is consistent with that identified in the Guidance on Documenting an Individual’s Need for Assistance Animals in Housing (*see Questions 6 and 7) in order to conduct an individualized assessment of whether it must provide the accommodation under the Fair Housing Act. The lack of such documentation in many cases may be reasonable grounds for denying a requested accommodation.

Part IV: Type of Animal

8. Is the animal commonly kept in households?

- If “yes,” the reasonable accommodation should be provided under the FHA unless the general exceptions described below exist.¹⁵

¹⁵ See, *e.g.*, *Majors v. Hous. Auth. of the Cnty. of DeKalb Georgia*, 652 F.2d 454, 457 (5th Cir. 1981) (enforcing a “no pets” rule against an individual with a disability who needs an animal as a reasonable accommodation effectively deprives the individual of the benefits of the housing).³⁸ See 24 C.F.R. § 100.204(a).

- If “no,” a reasonable accommodation need not be provided, but note the very rare circumstances described below.

Animals commonly kept in households. If the animal is a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes, then the reasonable accommodation should be granted because the requestor has provided information confirming that there is a disability-related need for the animal.³⁸ For purposes of this assessment, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

Unique animals. If the individual is requesting to keep a unique type of animal that is not commonly kept in households as described above, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal. The individual is encouraged to submit documentation from a health care professional confirming the need for this animal, which includes information of the type set out in the Guidance on Documenting an Individual's Need for Assistance Animals in Housing. While this guidance

does not establish any type of new documentary threshold, the lack of such documentation in many cases may be reasonable grounds for denying a requested accommodation. If the housing provider enforces a “no pets” policy or a policy prohibiting the type of animal the individual seeks to have, the housing provider may take reasonable steps to enforce the policy if the requester obtains the animal before submitting reliable documentation from a health care provider that reasonably supports the requestor's disability-related need for the animal. As a best practice, the housing provider should make a determination promptly, generally within 10 days of receiving documentation.¹⁶

¹⁶ See Joint Statement, Q and A 15 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.
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Reasonable accommodations may be necessary when the need for a unique animal involves unique circumstances ...

Examples:

- The animal is individually trained to do work or perform tasks that cannot be performed by a dog.
- Information from a health care professional confirms that:
 - Allergies prevent the person from using a dog; or
 - Without the animal, the symptoms or effects of the person's disability will be significantly increased.
- The individual seeks to keep the animal outdoors at a house with a fenced yard where the animal can be appropriately maintained.

Example: A Unique Type of Support Animal

An individually trained capuchin monkey performs tasks for a person with paralysis caused by a spinal cord injury. The monkey has been trained to retrieve a bottle of water from the refrigerator, unscrew the cap, insert a straw, and place the bottle in a holder so the individual can get a drink of water. The monkey is also trained to switch lights on and off and retrieve requested items from inside cabinets. The individual has a disability-related need for this specific type of animal because the monkey can use its hands to perform manual tasks that a service dog cannot perform.

Part V: General Considerations

- The FHA does not require a dwelling to be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.¹⁷ A housing provider may, therefore, refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through actions the individual takes to maintain or control the animal (e.g., keeping the

¹⁷ See 24 C.F.R. § 100.202(d).
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animal in a secure enclosure).¹⁸

- A reasonable accommodation may include a reasonable accommodation to a land use and zoning law, Homeowners Association (HOA) rule, or co-op rule.¹⁹
- A housing provider may not charge a fee for processing a reasonable accommodation request.²⁰
- Pet rules do not apply to service animals and support animals. Thus, housing providers may not limit the breed or size of a dog used as a service animal or support animal just because of the size or breed²¹ but can, as noted, limit based on specific issues with the animal's conduct because it poses a direct threat or a fundamental alteration.²²
- A housing provider may not charge a deposit, fee, or surcharge for an assistance animal. A housing provider, however, may charge a tenant for damage an assistance animal causes if it is the provider's usual practice to charge for damage caused by tenants (or deduct it from the standard security deposits imposed on all tenants).
- A person with a disability is responsible for feeding, maintaining, providing veterinary care, and controlling his or her assistance animal. The individual may do this on his or her own or with the assistance of family, friends, volunteers, or service providers.
- Individuals with disabilities and housing providers may reference the best practices provided in this guidance in making and responding to reasonable accommodation requests within the scope of this guidance for as long as it remains in effect. HUD strongly encourages individuals with disabilities and housing providers to give careful attention to this guidance when making reasonable accommodation requests and decisions relating to animals.
- Failure to adhere to this guidance does not necessarily constitute a violation by housing providers of the FHA or regulations promulgated thereunder.²³
- Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the housing provider is encouraged to engage in a good-faith dialogue with the requestor called the

¹⁸ See Joint Statement Q and A 4 (May 17, 2004), at

<https://www.hud.gov/sites/documents/huddojstatement.pdf>.

¹⁹ See *Warren v. Delvista Towers Condo. Ass'n*, 49 F. Supp. 3d 1082 (S.D. Fla. 2014).

²⁰ See Joint Statement, Q and A 11 (May 17, 2004), at

<https://www.hud.gov/sites/documents/huddojstatement.pdf>; *Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt.*, 778 F. Supp. 2d 1028 (D.N.D. 2011).

²¹ See, e.g., *Bhogaita v. Altamonte Heights Condo. Ass'n*, 765 F.3d 1277 (11th Cir. 2014) (reasonable accommodation to a housing provider's rule that all dogs must be under 25 pounds).

²² See 24 C.F.R. § 100.202(d); Joint Statement, Q and A's 5 & 7 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

²³ See "Treatment as a Guidance Document" on p.5 for a citation of authorities on permissible use of guidance.

“interactive process.”²⁴ The housing provider may not insist on specific types of evidence if the information which is provided or actually known to the housing provider meets the requirements of this guidance (except as provided above). Disclosure of details about the diagnosis or severity of a disability or medical records or a medical examination cannot be required.

If a reasonable accommodation request, provided under the framework of this guidance, is denied because it would impose a fundamental alteration to the nature of the provider's operations or impose an undue financial and administrative burden, the housing provider should engage in the interactive process to discuss whether an alternative accommodation may be effective in meeting the individual's disability-related needs.²⁵

Guidance on Documenting an Individual's Need for Assistance Animals in Housing

This section provides best practices for documenting an individual's need for assistance animals in housing. It offers a summary of information that a housing provider may need to know from a health care professional about an individual's need for an assistance animal in housing. It is intended to help individuals with disabilities explain to their health care professionals the type of information that housing providers may need to help them make sometimes difficult legal decisions under fair housing laws. It also will help an individual with a disability and their health care provider understand what information may be needed to support an accommodation request when the disability or disability-related need for an accommodation is not readily observable or known by the housing provider. Housing providers may not require a health care professional to use a specific form (including this document), to provide notarized statements, to make statements under penalty of perjury, or to provide an individual's diagnosis or other detailed information about a person's physical or mental impairments.²⁶ Housing providers and

²⁴ See Joint Statement, Q and A 7 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

²⁵ For guidance on what constitutes a fundamental alteration or an undue financial and administrative burden, refer to the HUD/DOJ Joint Statement on Reasonable Accommodation under the Fair Housing Act, available at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

²⁶ See Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act (“Joint Statement”), Q and A’s 13, 16-18 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.⁵⁰ This guidance does not expand on the obligations under the FHA or HUD’s regulations and should be construed consistently with Executive Order 13891 of October 9, 2019 entitled “Promoting the Rule of Law Through Improved Agency Guidance Documents,” Executive Order 13892 of October 9, 2019 entitled “Promoting the Rule of Law Through Transparency and Fairness in Civil Administrative Enforcement and Adjudication,” the Department of Justice Memorandum of January 25, 2018 entitled “Limiting Use of Agency Guidance Documents in Affirmative Civil Policy & Procedure Manual

the U.S. Department of Housing and Urban Development rely on professionals to provide accurate information to the best of their personal knowledge, consistent with their professional obligations. This document only provides assistance on the type of information that may be needed under the Fair Housing Act (FHA). The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies. Further, this document does not create any obligation to provide health-care information and does not authorize or solicit the collection of any information not otherwise permitted by the FHA.⁵⁰

The Appendix to this Guide answers some commonly asked questions about terms and issues below. An understanding of the terms and issues is helpful to providing this information.

When providing this information, health care professionals should use personal knowledge of their patient/client – *i.e.*, the knowledge used to diagnose, advise, counsel, treat, or provide health care or other disability-related services to their patient/client. **Information relating to an individual’s disability and health conditions must be kept confidential and cannot be shared with other**

persons unless the information is needed for evaluating whether to grant or deny a reasonable accommodation request or unless disclosure is required by law.⁵¹

As a best practice, documentation contemplated in certain circumstances by the Assistance Animals Guidance is recommended to include the following general information:

- The patient’s name,
- Whether the health care professional has a professional relationship with that patient/client involving the provision of health care or disability-related services, and
- The type of animal(s) for which the reasonable accommodation is sought (*i.e.*, dog, cat, bird, rabbit, hamster, gerbil, other rodent, fish, turtle, other specified type of domesticated animal, or other specified unique animal).⁵²

Disability-related information. A disability for purposes of fair housing laws exists when a person

Enforcement Cases,” and the Department of Justice Memorandum of November 16, 2017 entitled “Prohibition on Improper Guidance Documents.”
Policy & Procedure Manual

has a physical or mental impairment that substantially limits one or more major life activities.⁵³ Addiction caused by current, illegal use of a controlled substance does not qualify as a disability.⁵⁴ As a best practice, it is recommended that individuals seeking reasonable accommodations for support animals ask health care professionals to provide information related to the following:

- Whether the patient has a physical or mental impairment,
- Whether the patient's impairment(s) substantially limit at least one major life activity or major bodily function, and
- Whether the patient needs the animal(s) (because it does work, provides assistance, or performs at least one task that benefits the patient because of his or her disability, or because it provides therapeutic emotional support to alleviate a symptom or effect of the disability of the patient/client, and not merely as a pet).

Additionally, if the animal is not a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes, it may be helpful for patients to ask health care professionals to provide the following additional information:

- The date of the last consultation with the patient,
- Any unique circumstances justifying the patient's need for the particular animal (if already owned or identified by the individual) or particular type of animal(s), and
- Whether the health care professional has reliable information about this specific animal or

⁵¹ See Joint Statement, Q and A 18 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

⁵² See, e.g., *Janush v. Charities Housing Development Corporation*, 169 F.Supp.2d 1133, 1136-37 (N.D. Cal. 2000) (rejecting an argument that a definition of "service dog" should be read into the Fair Housing Act to create a rule that accommodation of animals other than service dogs is per se unreasonable, finding that "the law imposes on defendants the obligation to consider each request individually and to grant requests that are reasonable.").

⁵³ 24 C.F.R. § 100.201.

⁵⁴ 24 C.F.R. § 100.201.

whether they specifically recommended this type of animal.

It is also recommended that the health care professional sign and date any documentation provided and provide contact information and any professional licensing information.

Appendix

What are assistance animals?

Assistance animals do work, perform tasks, provide assistance, or provide emotional support for a person with a physical or mental impairment that substantially limits at least one major life activity or bodily function.²⁷

What are physical or mental impairments?

Physical or mental impairments include: any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability; or

Diseases and conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.²⁸

What are major life activities or major bodily functions?

They are: seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, and working.²⁹

Other impairments – based on specific facts in individual cases -- may also substantially limit at least one major life activity or bodily function.³⁰

What are Some Examples of Work, Tasks, Assistance, and Emotional Support?

Some examples of work and tasks that are commonly performed by service dogs include³¹:

²⁷ See 24 C.F.R. §§ 5.303; 960.705.

²⁸ See 24 C.F.R. § 100.201.

²⁹ See 24 C.F.R. § 100.201(b).

³⁰ See 24 C.F.R. § 100.201.

³¹ See 28 C.F.R. §§ 35.136(f); 36.302(c)(6).

- Assisting individuals who are blind or have low vision with navigation and other tasks,
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds,
- Providing non-violent protection or rescue work,
- Pulling a wheelchair,
- Alerting a person with epilepsy to an upcoming seizure and assisting the individual during the seizure,
- Alerting individuals to the presence of allergens,
- Retrieving the telephone or summoning emergency assistance, or
- Providing physical support and assistance with balance and stability to individuals with mobility disabilities.

Some other examples of work, tasks or other types of assistance provided by animals include:³²

- Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors,
- Reminding a person with mental illness to take prescribed medication,
- Alerting a person with diabetes when blood sugar is high or low,
- Taking an action to calm a person with post-traumatic stress disorder (PTSD) during an anxiety attack,
- Assisting the person in dealing with disability-related stress or pain,
- Assisting a person with mental illness to leave the isolation of home or to interact with others,
- Enabling a person to deal with the symptoms or effects of major depression by providing a reason to live, or
- Providing emotional support that alleviates at least one identified symptom or effect of a physical or mental impairment.

What are examples of a patient's need for a unique animal or unique circumstances?³³

- The animal is individually trained to do work or perform tasks that cannot be performed by a dog.
- Information from a health care professional confirms that:
 - o Allergies prevent the person from using a dog, or

³² See, e.g., *Majors v. Housing Authority of the County of DeKalb Georgia*, 652 F.2d 454, 457 (5th Cir. 1981); *Janush*, 169 F.Supp.2d at 1136-37.

³³ See, e.g., *Anderson v. City of Blue Ash*, 798 F.3d 338, 360-63 (6th Cir. 2015) (seeking a reasonable accommodation to keep a miniature horse as an assistance animal).

- o Without the animal, the symptoms or effects of the person's disability will be significantly increased.
 - The individual seeks a reasonable accommodation to a land use and zoning law, Homeowners Association (HOA) rule, or condominium or co-op rule.
 - The individual seeks to keep the animal outdoors at a house with a fenced yard where the animal can be appropriately maintained.
-

ADDENDUM 6: Neighborhood Contact Form

Prepared for: Newcap
Bob Detrick
VP Construction and Safety
1201 Main Street
Oconto, WI 54153

315 South Jefferson – Feasibility Narrative

August 2nd, 2021

Project Introduction

This narrative will focus on the project feasibility of the renovation and re-purposing proposal for property at 315 South Jefferson.

Newcap, (Northeast Wisconsin Community Action Program) is a regional non-profit organization rooted in an anti-poverty mission and founded in 1973. The organization runs 36 programs dealing with crisis, providing stability, setting up success, and improving the community. Newcap owns and operates units of housing throughout a 10 county area, and provides responsible, community minded housing options for people of various specialized needs throughout the region.

The **315 South Jefferson** property contains a building originally built in 1907 as a stately, Victorian style, single family residence. The three story facility contains approximately 4,761 sf of occupied space above ground. Most recently, the building has been utilized as a commercial office as its centralized location near the seat of County and City offices and the County Court House has made it an attractive location for a number of businesses over the years.

Newcap is proposing that the **315 South Jefferson** property be converted into a family shelter, catering to those in transition or facing crisis.

City of Green Bay Conditional Use Permit Process (CUP)

The project is located in what is classified as an OR mixed-use zone. As the proposed use by Newcap is considered a congregate living use (per Sec.44-1581 of the Green Bay Municipal Code), it falls outside the allowable uses of the OR zoning allowance this district. It does fall into a conditional use category. The conditional use category requires a review and approval process by the City of Green Bay, prior to any level of advancement in the entitlement process. The CUP process requires a formal application submission and a formal review by City Staff and approval by the Green Bay Plan Commission, specifically as the project relates to the question of appropriate Land Use for the proposal at hand.

The CUP submission is comprised of two major components. The first is the operational/programmatic statement. This is a description of the intended use of the property as it relates to ongoing management. Newcap has prepared this component with the CUP application. This document represents the second component of the submission, speaking officially to the feasibility of the facility and project site as they related to applicable codes and standards of the City of Green Bay.

Proposal Narrative References

This report features the following applicable codes.

- City of Green Bay Municipal Code
 - Zoning Code (Green Bay Municipal Code Chapter 44 Zoning Code
 - Article XVI Green Bay Land Use Development Standards
 - Building Codes (Green Bay Municipal Code Chapter 8 Buildings and Construction)
 - Article II – Building Code
 - Adopted Codes
 - Wisconsin State Commercial Building Code
 - 2015 IBC (International Building Code)
 - 2015 IEBC (International Existing Building Code)
 - 2015 IFC (International Fire Code)
 - 2010 ADA Federal Guidance (American Disabilities Act)

Land Use Standards

Use Appropriateness Context

As part of the conditional use requirement, City Staff and Planning Commissioners are asked to consider the appropriateness of the site as it relates to the proposed use in context to adjacent uses and what the capacities are of the existing site and or proposed facility. First we must understand what the use of the facility shall be defined from a municipal code point of view:

Although the function of the facility will be considered a "Non Transient Boarding House" per the International Building Code, the City of Green Bay regulates congregate housing as defined by the definition of "Dormitory"

*City of Green Bay Municipal Code, Article III, Division 2 (definitions) Section 44-250 Land Use Definitions.
Under "Multiple Family Dwelling" (2) Congregate Living Uses*

44-1581. Conjugate Living Uses. (a)(4) Room/boarding House, (b)(8) Community Living Arrangement, (c)(4) Frat/sorority house, (f)(5) Nursing Home/Assisted living. All "may be considered a dormitory as defined and regulated within the Municipal Code"

Dormitory means a communal-type living arrangement of four or more persons not related by blood, adoption, or marriage who share common sleeping areas, kitchen, bath, or restroom facilities. This definition includes, but is not limited to, shelter facilities, educational facility housing, rooming houses, boarding houses or lodging houses, community living arrangements, community-based residential facilities, migrant housing, seminary, or similar institution.

The proposed use of this location as residential facility echo's back to its original construction as a single family home. The building is a long-time fixture on the site and in the neighborhood, therefore the existing facility is already is contextually appropriate as a building type with appropriate scale at this location. As it is surrounded by other mixed-use, downtown zoning properties (some of which already share the conditional-use label), the proposed use of the facility as a shelter, is equally compatible when considering adjacent uses and suggests a level of favorably.

Adding to this favorable assessment is the centrally located position of the property where a hub of social services and supportive organizations is focused. The location provides easy access to concentrated resources and support facilities that are crucial for the facility residents. The general walk-ability and access to transit in the area is ideal for families and residents who may be undergoing crisis or transition, and may face mobility challenges. Being in the heart of Downtown Green Bay offers excellent connectivity to nearby Schools and Churches. Job and job training facilities are also easily accessible from the location, as are parks and recreation opportunities. This location would be extremely favorable and advantageous to the population served by this facility, particularly families in need.

Land Development Standards

Additional regulatory requirements of the "Dormitory" classification

Green Bay Municipal Code, Article XVI Land Use Development Standards Section 44-1581 Congregate Living Uses

(c) Dormitory in all districts.

(1) On-site services shall be for residents of the facility only.

(2) The maximum number of persons occupying the building shall not exceed four per bedroom with 50 square feet of sleeping area per resident, except that more than four individuals may be allowed per room if all said individuals are related by blood, marriage, or adoption. Rooms shall consist of enclosed places having walls that extend from the ceiling to the floor and an entry door.

(3) One bath and restroom facility for every eight individuals residing in the dormitory. The bath and restroom facility shall be located so that no individual is required to pass through a sleeping room other than their own in order to access the bath and restroom facility.

(4) One kitchen and dining area for every ten individuals residing in the dormitory.

(5)One laundry facility consisting of a minimum of one clothes washer, one clothes dryer, and a washbasin for every ten individuals residing in the dormitory.

(6)One common use area/lounge of at least 600 square feet in size for relaxation and recreation of the occupants for every ten individuals residing in the dormitory.

(7)If the dormitory use ceases for a period of 12 months or more, the conditional use approval will no longer be in effect. If construction and occupancy has not been completed and established within 12 months of the date of approval, the conditional use status of the property shall no longer be in effect. In the event of a natural disaster or emergency situation, as determined by the City of Green Bay, these regulations may be suspended for a term of not more than 12 months.

The proposal by Newcap is still formulating the specific programmatic design upgrades that will support a specific occupant capacity (number of residents) of this facility. As the proposal is an adaptive reuse of an existing building, there are a number of challenges that may exist within the existing conditions of the building that will require specific building upgrades and renovations. These adaptations will be covered during a later building code review process with City officials. Additionally, Newcap may approach the City of Green Bay at a future date, for consideration of exceptions to the Dormitory requirement as physical constraints of the existing facility or budgetary limitations may constrain the ability to follow a strictly defined standard of the "Dormitory" label. Reasonable asks to modify aspects of the dormitory requirement may be requested.

Zoning Code Standards

Another aspect for the CUP process is a site plan consideration.

Green Bay Municipal Code, Chapter 44 Zoning, Article II. Administration, Division 2 Green Bay Planning Commission, sec 44-83 Conditional Uses part (e) Standards items 1-7

Generally speaking, the proposal as presented, offers no evident concerns to meet site standards that are listed in the Code. The following conditions will be reviewed with the Green Bay City Staff as the entitlement process continues.

- *Off-street parking facilities to be consistent with Zoning Code requirements, based on occupant loads and use changes.*
- *Facility or site modifications will not be injurious to the use of other property or diminish or impair property values within the surrounding neighborhood.*

Building Code Standards

Although the Planning Commission does not carry the power to administer specific building code enforcement, a part of the CUP approval consideration is to understand the capacity and appropriateness of the existing facility and land use to with the proposal.

The existing facility located at **315 South Jefferson** will require a level of renovation to adapt the facility to a new use. The Building Codes provided by the City of Green Bay, and it's adoption of the Wisconsin State Commercial Code as well as associated International Building Codes, including guidance for ADA accessibility guidelines, will determine the scope of these renovations.

The current unanswered question of the specific occupant load (number of residents) will largely be determined by the final design features of the facility. Code considerations related to public health, safety, and welfare which will contribute to the renovations are:

Use and Occupancy

Per International Building Code (IBC) Chapter 3 Use and Occupancy Section 310.4

For this proposal our use changes from Office to Residential. Our Occupancy is considered R-2 based on the new residential-use catering to more than 16 "non-transient" residents. (*Boarding House / Non Transient*)

Fire Protection

Per International Building Code (IBC) Chapter 9 Fire Protection Systems Section (F) 903.2.8 Group R

- An automatic sprinkler system in accordance with Section 903.3 shall be provided throughout all buildings with Group R fire area*

The type of Sprinkler System required by R-2 use, based on occupancy, will most likely be of the NFPA-13R standard – but this must be confirmed with the local Green Bay Fire Marshall as a matter of design approvals/permits.

Egress and Accessibility

Per International Building Code (IBC) Chapter 10 Means of Egress

Occupant loading of the facility will be effected by egress capabilities.

Per American for Disabilities Act 2010 Standards for Accessible

ADA egress path or guidelines for accessibility, inclusive of commons area bathrooms (with accessible showers).

SUMMARY

The property located at 315 South Jefferson Street is a stately contributor to a strong downtown building stock. The Victorian home has a long history as a prominent presence on Jefferson Street, and over the years has been utilized for a number of residential and non-residential uses. The Newcap proposal is another appropriate and fitting use for this facility that will spark renovations and improvements that will extend the functional use and longevity of this handsome building. The proposed use will also be well served in a mixed use and downtown flavored neighborhood. The area has an excellent concentration of resources, amenities, and transit options that will supporting residents at this well-matched location.

The existing building does require a level of code updates and improvements to meet requirements with the new proposed use. Although the specific occupant load of the proposed facility (number of residents) will be determined at a later point by the scope of improvements made to the facility per code, the facility is a good fit for the intended use. Upon completion of the building renovation, this location will have the potential to thrive as a positive contribution to the community.

NEXT STEPS

A move forward with the CUP approval will allow Newcap to move forward in its design and planning processes. These processes will include City officials collaborating with Newcap to determine what specific improvements will be implemented to the building and the site to meet or exceed expectations of the City of Green Bay and the terms of the conditional use approval.

Respectfully Submitted,



Christopher Max Naumann; AIA, ALA, NCARB 8/4/2021
President
Christopher Max Design & Development LLC.



Department of Police

James L. Runge
Chief of Police

June 28, 2021

William Peters, Neighborhood Development Specialist
City of Green Bay
Department of Community and Economic Development
100 N Jefferson Street # 608
Green Bay, WI 54301-5026

Dear Mr. Peters,

The Green Bay Police Department is writing a letter of support to Newcap in support of both their short-term housing projects for families and for youth. Both projects are short-term housing facilities. These two facilities offer a variety of supportive services to families and youth (under the age of 18) within our community. These facilities will help keep the homeless populations off the streets and provide them a safe place to sleep at night. Both programs fill much needed gaps within our city.

The (CABA) Center for Advocating, Believing, and Achieving fills a gap in homeless services within our city and will provide safe and stable short-term housing for families. The proposed location for this facility is 315 S. Jefferson Street Green Bay, WI. Currently this short-term housing is needed. Newcap reports eight families are housed and 32 on the wait list that are not eligible anywhere else. The program is in a temporary facility now and needs to relocate to the S. Jefferson site.

The Center for Youth will provide short-term housing for youth under the age of 18 within our city while working on family reunification and/or finding alternate housing and provide supportive services and referrals to other area resources. The proposed location for this facility is 932 Cherry Street Green Bay, WI. The project will be able to serve 6-8 youth at a time.

Thank you for your time and consideration in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "James L. Runge".
Chief James Runge
Green Bay Police Department

6/30/2021

William Peters, Neighborhood Development Specialist
City of Green Bay/Department of Community and Economic Development
100 N Jefferson St, 608
Green Bay, WI 54301-5026



Dear William,

The Wisconsin Association for Homeless and Runaway Services is happy to provide this letter of support of Newcap's Center for Youth in the City of Green Bay. This Center will serve unaccompanied youth under 18 years of age that are not eligible in any other facility in the community. As members of WAHRS, Newcap and the proposed shelter will collaborate with the other shelter service providers in the area of Green Bay and the surrounding communities. These services include those provided by: House of Hope, a licensed sheltercare facility that provides voluntary and court ordered shelter and services to female unaccompanied youth in the Green Bay area, as well as Boys & Girls Clubs of the Fox Valley in Appleton and Menasha, Foundations Health and Wholeness in Green Bay and Sheboygan, and Family Services of Northeast Wisconsin, all of whom currently provide shelter through voluntary placements in licensed foster homes. Despite collaboration and mutual referral among these agencies, we find that the options for voluntary shelter are not sufficient to meet the need for services in Green Bay and the surrounding communities, especially among runaway and homeless youth who are male and for whom host homes/licensed foster homes are not the best option.

The Center will provide crisis care to runaway and homeless youth not already receiving services from child welfare or juvenile systems. Center staff will work to establish and strengthen community-based programs that meet the immediate needs of runaway and homeless youth and their families. The Center will provide short-term housing, food, and clothing. Newcap's Community Health Clinic will provide mental health counseling and therapy and will have clinic hours provided at the shelter, as needed. The Center will be able to provide up to 21 days of housing for up to 6 youth and work toward reunification if possible. They will locate alternative placements, when appropriate. Center staff can also provide out-of-shelter services, including street outreach, family support, and referral to short-term housing. These facilities offer a range of needed, supportive services to youth (under the age of 18) within our community.

The Center for Youth will provide short-term housing for youth under the age of 18 within the city, while working on family reunification and/or finding alternate housing and provide supportive services and referrals to other area resources. This addresses a current gap in homeless services within Green Bay and will provide safe and stable short-term housing for unaccompanied youth.

If I may be of further assistance regarding this matter, please do not hesitate to contact me by email or at (608) 239-5430.

Sincerely,

Joli Guenther
Executive Director
(608) 239-5430/joli@guentherhome.com



1201 Main Street, Oconto, WI 54153

920.834.4621

Newcap.org

William Peters, Neighborhood Development Specialist
City of Green Bay
Department of Community and Economic Development
100 N Jefferson St, 608
Green Bay, WI 54301-5026

Dear William,

Please accept this letter as our formal request for assistance in the purchase of two properties located in the City of Green Bay. The properties are located at 315 S Jefferson Street and 923 Cherry Street. These properties would be used as 24/7 short-term housing facilities that would provide shelter for two very vulnerable populations.

315 S Jefferson Street will be used as a short-term housing/shelter facility and will serve approximately 10-12 families that are not being served by the other shelters in the City. This project is called the Center for Advocating, Believing, and Achieving (CABA). There are currently two other family shelters in the City of Green Bay. One only serves the traditional family and the other one serves young parents and their children. This shelter would be used to fill the gap. This shelter will be staffed 24 hours per day and will offer a vast array of supportive services to families that reside there. These services will be structured in a way that will assist families in finding alternative housing as soon as they are able. A full-time Family-Centered Coach will be available 40 hours per week to help these families work toward their dreams while also working on housing stability. This facility will be able to help isolate families that may have contracted COVID-19 or been in contact with someone that test positive for COVID-19. The asking price for this building is \$134,900 plus closing costs of approximately \$2,000.

923 Cherry Street will be used as a short-term housing facility for youth under the age of 18. This facility will be staffed 24/7 and residents will not have to leave during the day time hours. There will also be a drop-in center for youth to be at during the day. This facility is called the Center for Youth. This shelter received funding from DEHCR for rehabilitation, staffing and operations so we are looking for funds to purchase the facility. This facility will take all youth under the age of 18 no matter the situation. The Wisconsin Association for Homeless and Runaway Services is supporting Newcap in this venture and has included the project in their Basic Center Funding Grant for 2021-2022. The purchase price for this facility is \$139,900 plus closing cost of approximately \$2,000. A Youth Case Managers will be on staff 40 hours per week do assist youth with family reunification or locating alternate housing. Youth are allowed to reside at the shelter up to 21 days but extension can be allowed on a case-by-case basis. This shelter is helping to close a gap in service in this community.

The funding that the City of Green Bay has available will make these projects possible and help in closing the gaps in services to end homelessness within the City. Newcap is currently housing families at a facility within the county. This facility can only house 8 families at one time and has been full since May 2021. There are currently 32 families on the CABA waitlist looking for housing. Also, the Safe Parking Project is averaging 10-12 cars per night. This new facility will help close the gap further and will not have these households on the streets during the daytime hours. The City funding will make a huge impact on the homeless and runaway youth in the community and will allow youth the opportunity of a safe place to sleep while working on other barriers.

Please let me know if you have any questions regarding this request.

Respectfully,

Cheryl Detrick
President & CEO

Advocating. Believing. Achieving.



1201 Main Street, Oconto, WI 54153

920.834.4621

Newcap.org

William Peters, Neighborhood Development Specialist
City of Green Bay
Department of Community and Economic Development
100 N Jefferson St, 608
Green Bay, WI 54301-5026

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Please accept this letter as our formal request for assistance in the purchase of two properties located in the City of Green Bay. The properties are located at 315 S Jefferson Street and 923 Cherry Street. These properties would be used as 24/7 short-term housing facilities that would provide shelter for two very vulnerable populations.

315 S Jefferson Street will be used as a short-term housing/shelter facility and will serve approximately 10-12 families that are not being served by the other shelters in the City. This project is called the Center for Advocating, Believing, and Achieving (CABA). There are currently two other family shelters in the City of Green Bay. One only serves the traditional family and the other one serves young parents and their children. This shelter would be used to fill the gap. This shelter will be staffed 24 hours per day and will offer a vast array of supportive services to families that reside there. These services will be structured in a way that will assist families in finding alternative housing as soon as they are able. A full-time Family-Centered Coach will be available 40 hours per week to help these families work toward their dreams while also working on housing stability. This facility will be able to help isolate families that may have contracted COVID-19 or been in contact with someone that test positive for COVID-19. The asking price for this building is \$134,900 plus closing costs of approximately \$2,000.

923 Cherry Street will be used as a short-term housing facility for youth under the age of 18. This facility will be staffed 24/7 and residents will not have to leave during the day time hours. There will also be a drop-in center for youth to be at during the day. This facility is called the Center for Youth. This shelter received funding from DEHCR for rehabilitation, staffing and operations so we are looking for funds to purchase the facility. This facility will take all youth under the age of 18 no matter the situation. The Wisconsin Association for Homeless and Runaway Services is supporting Newcap in this venture and has included the project in their Basic Center Funding Grant for 2021-2022. The purchase price for this facility is \$139,900 plus closing cost of approximately \$2,000. A Youth Case Managers will be on staff 40 hours per week do assist youth with family reunification or locating alternate housing. Youth are allowed to reside at the shelter up to 21 days but extension can be allowed on a case-by-case basis. This shelter is helping to close a gap in service in this community.

The funding that the City of Green Bay has available will make these projects possible and help in closing the gaps in services to end homelessness within the City. Newcap is currently housing families at a facility within the county. This facility can only house 8 families at one time and has been full since May 2021. There are currently 32 families on the CABA waitlist looking for housing. Also, the Safe Parking Project is averaging 10-12 cars per night. This new facility will help close the gap further and will not have these households on the streets during the daytime hours. The City funding will make a huge impact on the homeless and runaway youth in the community and will allow youth the opportunity of a safe place to sleep while working on other barriers.

Please let me know if you have any questions regarding this request.

Respectfully,

Cheryl Detrick
President & CEO

Advocating. Believing. Achieving.



Report to the Green Bay Plan Commission

MEETING DATE

August 17, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # O.5

To authorize a Conditional Use Permit (CUP) for a dormitory use in an Office/Residential (OR) District at 932 Cherry Street, subject to the following conditions:

- a. A maximum capacity of 10 individual residents within the dormitory. Any increase in residents will require Plan Commission and Common Council approval.
- b. If the rooming & boarding house facility use at 932 Cherry Street is discontinued, the operation is dissolved, or if Newcap no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
- c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the rooming & boarding house but not limited to:
 - 1) Police calls and other documented safety concerns.
 - 2) Inadequate facilities.
- d. Conformance with the submitted operating plan submitted by the applicant.
- e. Compliance with all other regulations of the Green Bay Municipal Code.
- f. A site plan be reviewed and approved by the Community Development Review Team (CDRT) with appropriate and code compliant lighting and enhanced landscaping for the site.
(Public Hearing held 08/09/2021)

BACKGROUND

Primary Address: 932 Cherry Street

Aldersperson / District: Ald. Randy Scannell, District 7

Reason for Request: To permit a dormitory facility.

Surrounding Zoning and Land Uses:

SUBJECT: Office/Residential (OR) - vacant dwelling.

NORTH: Planned Unit Development (PUD) - Whitney School Lofts

SOUTH: Office/Residential (OR) - Office use

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

WEST: Office/Residential (OR) - Low density residential land uses

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 southwest N. Webster Avenue and Cherry Street. The site is comprised of two lots containing a total 0.20 acres or 8,800 sq. ft. The approval of the request would allow for the repurposing of the former single-family dwelling as a dormitory for homeless teens. A narrative and operational plan from the applicant is attached within this agenda.

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 existing 2 ½ story dwelling, most recently used as a commercial building and will include the installation of a new kitchen. The applicant has consulted with an architect regarding building code compliance and documentation has been provided within this agenda packet.

The use of communal living arrangements for four or more people is permitted with a CUP and must meet minimum criteria within the Code. The Green Bay Zoning Code requires in 44-1581. Congregate living uses, development standards for Dormitory in all districts:

- (1) On-site services shall be for residents of the facility only.
- (2) The maximum number of persons occupying the building shall not exceed four per bedroom with 50 square feet of sleeping area per resident, except that more than four individuals may be allowed per room if all said individuals are related by blood, marriage, or adoption. Rooms shall consist of enclosed places having walls that extend from the ceiling to the floor and an entry door.
- (3) One bath and restroom facility for every eight individuals residing in the dormitory. The bath and restroom facility shall be located so that no individual is required to pass through a sleeping room other than their own in order to access the bath and restroom facility.
- (4) One kitchen and dining area for every ten individuals residing in the dormitory.
- (5) One laundry facility consisting of a minimum of one clothes washer, one clothes dryer, and a washbasin for every ten individuals residing in the dormitory.
- (6) One common use area/lounge of at least 600 square feet in size for relaxation and recreation of the occupants for every ten individuals residing in the dormitory.
- (7) If the dormitory use ceases for a period of 12 months or more, the conditional use approval will no longer be in effect. If construction and occupancy has not been completed and established within 12 months of the date of approval, the conditional use status of the property shall no longer be in effect. In the event of a natural disaster or emergency situation, as determined by the City of Green Bay, these regulations may be suspended for a term of not more than 12 months.

The Green Bay Municipal Code 44-1726, Figure 2, requires shelter facilities 1 space per 5 residents based on capacity plus 2 spaces per 3 employees on the largest shift. Parking can be found in an existing garage to the rear of the property as well as the driveway leading to the garage.

This proposed use is in compliance with the above development standards; however, staff is recommending conditions of approval listed below. 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. R. Scannell, the Downtown Neighborhood Association and adjacent property owners within 200 ft. of the subject area have been noticed of the request. A neighborhood meeting was conducted by the applicant on July 27. There have been no inquiries regarding this request as of the drafting of this report.

RECOMMENDATION

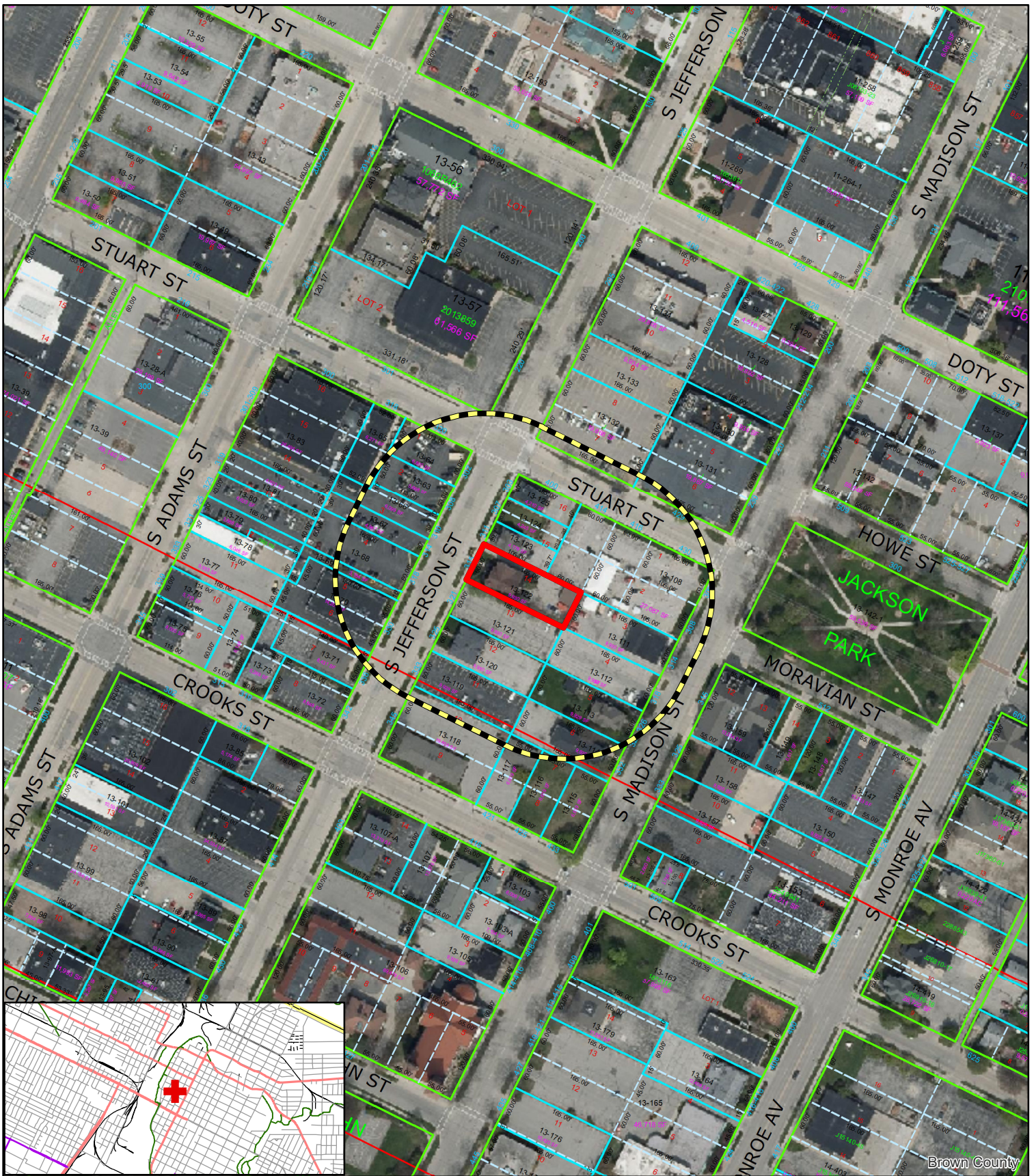
Approval of the request, subject to:

1. A maximum capacity of 10 individual residents within the dormitory. Any increase in residents will require Plan Commission and Common Council approval.
2. If the rooming & boarding house facility use at 932 Cherry Street is discontinued, the operation is dissolved, or if Newcap no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
3. At the discretion of the Common Council, Plan Commission or Planning Director, a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the rooming & boarding house but not limited to:
 - a. Police calls and other documented safety concerns.
 - b. Inadequate facilities.
4. Conformance with the submitted operating plan submitted by the applicant.
5. Compliance with all other regulations of the Green Bay Municipal Code.
6. A site plan be reviewed and approved by the Community Development Review Team (CDRT).

FISCAL IMPACT

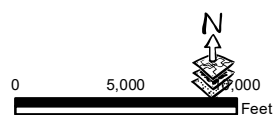
ATTACHMENTS

1. ZP 21-22 letter
2. 07.27.2021 Newcap Short Term Housing Policies and Procedures
3. 932 Cherry St Feasibility Narrative
4. LOS GBPD
5. Newcap letter of support WAHRS signed
6. Signed Letter from Newcap



Zoning Petition (ZP 21-22)
Proposed Conditional Use Permit (CUP)
315 South Jefferson 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

Newcap

Short Term Housing

Policy and Procedure Manual

07/27/2021

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	Addendum 5: FHEO-2020-01

01.01 PHILOSOPHY: MISSION AND VISION STATEMENT

Mission Statement: Newcap's mission for over 50 years has been to move people from poverty to opportunities and economic security, while enhancing community development.

Vision Statement: Our vision is a world of hope, inclusion, and social justice where poverty has been overcome, people are met where they dream, and all live with dignity and security.

Procedure:

- A. Newcap Mission and Vision Statements shall be included and discussed in new employee and volunteer onboarding sessions
- B. The Director of Housing and Supervisor shall discuss these statements with staff and volunteers when appropriate, especially if a staff member's or volunteer's behavior is not in accord with the statement

As a recipient of Federal financial assistance, Newcap does not exclude, deny benefits to, or otherwise discriminate against any person on the ground of race, color, national origin, age, sex, religion or disability in admission to, participation in, or receipt of the services and benefits of any of its programs and activities or in employment therein, whether carried out by Newcap directly or through a contractor or any other entity with whom Newcap arranges to carry out its programs and activities. This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91.

02.01 ENVIRONMENT: FIRST AID/CPR

Policy: First aid supplies must always be available.

Procedure:

- A. First Aid Kits
 - 1. One kit will be kept on each floor of Newcap short term housing facilities.
 - 2. Kits will be monitored and replenished as needed by the support staff on site.
- B. Defibrillators
 - 1. Newcap will provide defibrillators on site
 - 2. Staff will receive training from Newcap Community Health Services on how to use a defibrillator
- C. Narcan
 - 1. Narcan will be available on site and staff will receive training on an as needed basis for administering Narcan.

02.02 ENVIRONMENT: BEHAVIOR MANAGEMENT

Policy: Staff will be trained to deal with disruptive, combative residents, and shall maintain established procedures for dealing with such situations.

Procedure:

- A. De-escalation Training
 - 1. De-escalation training will be provided to all staff during employee orientation. Sessions will also be offered to the staff on an as-needed basis.

- B. Combative Residents: Staff who encounter a combative resident should:
1. Divert or contain resident, using appropriate techniques taught in behavior management training
 2. Call "911" if necessary
 3. Notify the Supervisor and fill out an incident report

02.03 ENVIRONMENT: EMERGENCY AND DISASTER PROCEDURES

Policy: To maintain an Employee Safety Manual (Addendum 1) on site and ensure all staff have access to the plan.

Procedure:

- A. Reference the Employee Safety Manual for any immediate safety concerns.
- B. Chain of command needs to be notified in the event of an emergency
- C. Incident reports need to be completed immediately following an emergency or disaster.

02.04 ENVIRONMENT: WEAPONS

Policy: Firearms, ammunition, explosives, or any weapon (as defined by federal, state, or municipal laws or ordinances) are strictly prohibited from being on Newcap property.

Procedure:

- A. All bags carried into the building by staff, residents, visitors, and volunteers are subject to search
- B. Any comments made regarding weapons will be taken seriously and investigated appropriately
 1. Investigation may include search of bags, rooms, vehicles, or personal property
- C. Any staff found to be in possession of a weapon will be immediately suspended pending disciplinary action up to and including termination
- D. Any resident, visitor, or volunteer in possession of a weapon will be immediately escorted out of the building, and will not be allowed to return
 1. If they refuse to leave, police will be called to escort them from the property
 2. Police will be called for any immediate safety concerns regarding weapons.
- E. Staff will report to the Supervisor and complete an incident report
- F. Newcap short term housing facilities will maintain records of individuals who are barred from the property because of weapon possession

02.05 ENVIRONMENT: INFECTION CONTROL

Policy: Procedures shall be implemented to diminish the danger of infectious disease transmission.

Procedure:

- A. Blood and body fluids of all persons will be treated as potentially dangerous
- B. Staff with any condition of broken skin, will use protective gloves before carrying out duties that might expose their blood or body fluids to other people
- C. If a resident is known to have an infectious or contagious condition, staff will use appropriate protective equipment in carrying out their duties with that resident
- D. All staff will wash their hands thoroughly after they have removed any protective equipment used in handling a situation with the potential for exposure
- E. If exposure of bodily fluids occurs, he/she should take the following steps:
 1. Wash the exposed area with soap and water, using a disinfectant afterwards
- F. If the exposure is by mouth, eyes, or open sores, the following steps should be taken:
 1. Flush the affected area with water
 2. Rinse mouth with peroxide, if available

G. Report any exposure to Supervisor and complete an incident report within 24 hours

02.06 ENVIRONMENT: BIOHAZARD PROCEDURES

Policy: To provide a safe and healthy environment. Staff and residents shall conduct their daily activities in a safe manner in compliance with all safety/health standards.

Procedure:

- A. Regulated wastes of sharps, biohazards or other potentially infectious material (OPIM) are to be disposed of in designated containers that are appropriately labeled
- B. Sharps are discarded immediately (*needles should be bent or broken*) or as soon as possible in labeled containers.
- C. Bins are cleaned and decontaminated as soon as feasible after contamination
- D. Broken glassware which may be contaminated is to be picked up using mechanical means, such as a brush and dustpan, or tongs and disposed of in approved biohazard container
- E. Garments, protective coverings, and cleaning materials which may be contaminated are to be disposed of in approved biohazard disposition containers
- F. Sharps and/or, biohazard containers go to the Newcap Community Health Services clinics for disposal.

02.07 ENVIRONMENT: RESIDENT RESEARCH/CONFIDENTIALITY

Policy: To protect the confidentiality of our residents by evaluating external research and interview requests.

Procedure:

- A. Any requests from external organizations to conduct research with and/or to interview residents will be evaluated by the Director of Housing.
 - 1. No videotape, audiotape, or photographs will be taken of residents without a signed consent from residents and approval by the Director of Housing.
 - 2. Questions to be asked of residents, need to be approved by the Supervisor in advance
- B. All residents are asked to sign a release of information which applies only to:
 - 1. Inter-agency sharing of information in order to provide appropriate social services to residents
 - 2. Internal research and documentation used to secure additional social services and funding

03.01 SUPPORT SOCIAL SERVICES: BUILDING MANAGEMENT

Policy: To maintain the facility in a manner that ensures the physical safety and comfort of residents, staff, visitors, and volunteers.

Procedure:

- A. Newcap is responsible for:
 - 1. Building management and maintaining the property
 - 2. Utilize outside vendors as needed for repairs
 - 3. All required inspections of the building, i.e., fire, safety, plumbing, etc
 - 4. Extermination for pests
- B. Routine cleaning will be done by residents, as they are assigned daily chores
- C. Staff and volunteers will perform and delegate cleaning duties
- D. Any building repairs will be reviewed and approved by the Chief Operating Officer and the Director of Housing.

03.02 SUPPORT SERVICES: RELIGIOUS FREEDOM

Policy: To support the care and counseling provided by pastors, chaplains, and other members of faith communities.

Procedure:

- A. Residents are free to attend church or church related events of their choice
 - 1. Residents are responsible for obtaining their own transportation
- B. Programs will honor participants preferred religious beliefs or absence thereof
- C. Residents will not be required to participate in any religious activities or other forms of religious expression.
- D. Overnight requests for religious or tribal purposes will be reviewed by the Supervisor.

03.03 SUPPORT SOCIAL SERVICES: TRANSPORTATION

Policy: We shall establish procedures to govern activities involving transportation of residents.

Procedure:

- A. Residents are responsible for arranging their own transportation
- B. Newcap staff will assist residents in identifying transportation options and resources when requested.
- C. Newcap staff will provide transportation when staffing levels allow.
 - 1. Transportation provided by staff will be only by approved, licensed, and insured drivers through Newcap.
 - 2. Transportation of residents will only be done in Newcap fleet vehicles.
- D. Staff's personal vehicles to transport residents
 - 1. Transportation of residents in staff's personal vehicles should be limited. In cases in which it is unavoidable, the person driving should be an approved driver (see paragraph E, below)
- D. Resident vehicles
 - 1. Residents are encouraged to have a valid driver's license and car insurance to use their own vehicle
 - 2. Newcap staff will assist with locating affordable care insurance and resources to that assist with obtaining a valid driver's license.
- E. Transportation of Residents for Medical Needs
 - 1. Residents will only be transported for medical purposes if 911 is not required and when approved by the Supervisor.
- F. Newcap staff will comply with and follow all Newcap vehicle related policies in the handbook.

03.04 SUPPORT SOCIAL SERVICES: VOLUNTEERS

Policy: To recruit and utilize volunteers wherever appropriate, and maintain procedures for recruitment, training, placement, and supervision of such volunteers.

NOTE: *This policy is intended to cover volunteers who are a regular and ongoing part of Institution operations, i.e. persons who function in a role which might be filled by an employee if the volunteer were not available.*

Procedure:

- A. Recruitment is done by all staff in cooperation with the Director of Housing and Supervisor.
- B. Volunteers will receive:
 - 1. A tour of the facility
 - 2. A briefing, and discussion, of what to expect of their duties and interactions with residents
- C. Each volunteer is required to complete the following, which will be kept in the office
 - 1. Volunteer Application form
 - 2. Criminal History Background Check

3. Non-disclosure/Confidentiality paperwork

D. Placement and Supervision

1. The Supervisor will assign duties to volunteers, based on the interests and experience, as well as the needs of the facility
2. Volunteers should be under the supervision of staff, or with another volunteer at all times
3. Volunteers should wear volunteer badge

E. If a volunteer's work is unsatisfactory, the Supervisor will discuss the problem with the volunteer

1. The decision to terminate the volunteer's placement will be made by the Chief Operating Officer, Director of Housing, or Supervisor
2. If safety is in jeopardy, staff may ask the volunteer to leave the premises pending the final decision

F. To record statistics: volunteers must Sign-In/Out on "Volunteer" sheet, and check appropriate duties

G. Staff will secure permission of all residents to work with volunteers. No resident will be required to work with a volunteer or volunteer group

H. Volunteers are prohibited from being alone with minor children without permission from Newcap

03.05 SUPPORT SOCIAL SERVICES: VISITOR PROCEDURES

Policy: To maintain established procedures to ensure the protection of each resident's right to confidentiality as well as access to visitation by friends and family.

Procedure:

A. Visitation

1. Only pre-approved visitors will be allowed into the shelter
2. Newcap staff reserve the right to revoke visitor privileges with permission from the Director of Housing or Supervisor.
 - i. Visitor privileges will only be revoked for extenuating circumstances or for safety reasons.
3. All visitors will be required to check-in/out on appropriate form and wear a "Visitor" badge
4. No visitation will take place between the hours of 7:00PM and 8:00A.M. or during dinner time
5. Visitors are only allowed in the common areas of the house (Living room, Gathering Room, Kitchen, and backyard areas) during authorized hours when resident, and staff, is present
6. Visitors can stay for a maximum time limit of 1 hour unless otherwise approved by staff on site for extenuating circumstance.
7. All packages brought onto property are subject to search
8. Small children will be supervised by the resident or their adult visitor at all times
9. Visitors must comply with all house rules, appear in acceptable dress and conduct themselves in an acceptable manner or will be asked to leave the premises
10. Visitors are not to eat house food/beverage

03.06 SUPPORT SOCIAL SERVICES: BUILDING KEYS

Policy: Maintain established procedures for distribution of building keys in order to protect the security of the building and the residents, staff, visitors, and volunteers.

Procedure:

- A. The Director of Housing and Supervisor are responsible for maintaining a master set of keys, accurately labeled and organized, from which copies can be made as needed
- B. Staff will be responsible for a set of keys while on duty
 1. Keys must be kept in staff possession, not loaned or duplicated by unauthorized individuals

03.07 SUPPORT SOCIAL SERVICES: ACCESSIBILITY

Policy: To take all appropriate and reasonable steps to ensure the accessibility of the facility and its programs to individuals with disabilities.

Procedure:

A. Newcap shall be compliant with the provisions of the Americans with Disabilities Act

B. Newcap shall be compliant with Fair Housing

No person shall be denied services due to disability or illness such as HIV and/or AIDS

03.08 PROGRAM: SERVICE/SUPPORT ANIMALS

Policy: Newcap will provide accommodations when able and required for residents with support animals in compliance with the Americans with Disabilities Act and Fair Housing

Procedure:

A. Resident requests for reasonable accommodations for service/support animals will be reviewed by the Supervisor and/or Director of Housing

1. Requests are encouraged to be in writing but are not required to be written.

2. Newcap will keep copies of all reasonable accommodation requests in resident files

B. The Supervisor and/or Director of Housing will determine if the service/support animal is a service animal or another type of assistance animal (Addendum 4)

C. Newcap staff will only ask the questions allowed and referenced in the Office of Fair Housing and Equal Opportunity Note #FHEO-2020-01 (Addendum 5)

D. Staff shall request documentation as allowed per the Office of Fair Housing and Equal Opportunity Note #FHEO-2020-01 (Addendum 5)

E. Reasonable accommodations will be provided on an as needed basis and when required

F. Approved animals will need to present proof of vaccinations

04.01 FISCAL PRACTICES: DONATIONS

Policy: Newcap may receive two types of donations: Monetary Gifts and In-Kind Gifts of Property and Services.

A. Policy applicable to both Monetary and In-Kind Gifts:

1. Quid Pro Quo: Newcap is prohibited from and shall not provide any donor with goods or services in exchange for monetary or in-kind donations

2. Tracking Donors: Newcap shall maintain a listing of all donors, their addresses, amounts donated and other relevant information

3. Required Communications with Donors: All donors shall receive an “In-Kind” donation receipt and a “Thank You” card for In-Kind gifts

a. In-Kind Form: Newcap shall acknowledge receipt and date of receipt of the In-Kind Gift, describe the property and/or services donated,

B. Policy Applicable to In-Kind Gifts of Property and Services

1. Accepting In-Kind Gifts: Newcap shall not accept in-kind donations for which it has no use and cannot easily distribute

2. Value of In-Kind Gifts: Except for cars, boats and planes for resale, Newcap shall require the Donor to list the market value of the in-kind contribution. Newcap shall not set a value on the gift donated. For

accounting purposes, Newcap may use the donor's stated value or assign a different value as Newcap may subsequently determine

3. In-Kind Professional Services: Donated professional services will only be accepted from a donor who is in business of providing such services professionally.

05.01 PERSONNEL: SUPERVISION PROCEDURE

Policy: Staff shall remain in contact with each other and the supervisor.

Procedure:

- A. Staff shall communicate on a regular basis through shift notes, case notes, emails, and in person.
- B. Staff meetings will be held on an as needed basis.
- C. Supervisor and Supervisor will facilitate regularly occurring one on one supervision meetings.

05.02 PERSONNEL: ORIENTATION PROCEDURE

Policy: To conduct regular onboarding and training opportunities, covering all pertinent topics. In addition, every staff

member shall receive appropriate training prior to actual performance of job duties.

Procedure:

A. Schedule

1. Onboarding will be conducted for each new employee hired within one week of the official start date for the new employee. Onboarding may be scheduled for a later date depending on availability of the Chief Operating Officer or other leadership personnel that would be conducting it.
2. New staff shall receive appropriate training by the short term housing supervisor and on site staff prior to actual performance of job duties
3. Emergency Procedures will be reviewed with each new staff member within 7 days of employment

B. Curriculum

1. Onboarding and training sessions will include but not be limited to the following topics:
 - a. Emergency Procedures
 - b. Behavior Management/Crisis Intervention Techniques
 - c. Confidentiality Issues
 - d. Review of Personnel Policies and this Policy Manual
 - e. Review of Job Description and Employee Handbook
 - f. Review of Newcap programs and resources
 - g. Review of Community Action

05.03 PERSONNEL: EMPLOYEE/RESIDENT INTERACTION

Policy: Newcap shall comply with avoidable contact or association between employees and active residents, or anyone who has been a resident within the past two years, unless specifically authorized as part of their job description. This prohibition applies to such contact between employees and family members or significant others of such residents as well. This policy explicitly applies to romantic/sexual interaction.

Procedure:

1. Employees shall neither borrow from, loan to, or hold money, merchandise or personal belongings for residents except if the employees' job duties require collection of resident funds, in which case established written procedure for such collection should be followed at all times
2. Employees may not purchase or sell any item to a resident, or enter into any contract with a resident
3. Employees may not function as a resident's payee for social security funds unless an approved payee program is operated by the Institution
4. Any employee who has family members or significant others who are referred to Newcap, or who has a close association with a potential resident, must notify the Supervisor immediately upon knowledge of the referral
5. Employees shall not give their own, fellow employees' or volunteers' telephone numbers or addresses to residents, residents' families, or significant others
6. Employees are prohibited from receiving or giving anything to a resident's family and/or significant other, except those items authorized in the usual course of business
7. Violation of these procedures will result in disciplinary action

05.04 PERSONNEL: DRUG-FREE WORKPLACE

Policy: Newcap shall provide an alcohol, drug and smoke-free workplace.

Procedure:

- A. Newcap is a Zero-Tolerance facility for alcohol and illegal drugs
- B. All tobacco use is to be in approved designated area
- C. Newcap staff are not allowed to smoke while working or on Newcap property
- D. All Newcap Employees must be drug and alcohol free

05.05 PERSONAL: CODE OF ETHICS

Policy: Newcap and its Board of Directors abides by the Community Action Code of Ethics.

Procedure:

- A. Regularly review and ensure compliance with the Code of Ethics as follows:
 - “We, as Community Action professionals, dedicate ourselves to eliminating poverty in the midst of plenty in this nation by opening to everyone the opportunity for education and training; the opportunity for work; and the opportunity to live in decency and dignity; and with respect for cultural diversity, commit ourselves to:
 - Recognize that the chief function of the Community Action movement at all times is to serve the best interests of the poor, thereby serving the best interests of all people.
 - Accept as a personal duty the responsibility to keep up to date on emerging issues and to conduct ourselves with professional competence, fairness, impartiality, efficiency, and effectiveness.
 - Respect the structure and responsibilities of the board of directors, provide them with facts and advice as a basis for their making policy decisions, and uphold and implement policies adopted by the board of directors.
 - Keep the community informed about issues affecting the poor; facilitate communication by the poor with locally elected public officials and the private sector.
 - Conduct our organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion
 - Exercise whatever discretionary authority we have under the law to promote the interests of the poor.
 - Lead the Community Action movement with respect, concern, courtesy, and responsiveness,

recognizing that service to the poor is beyond service to oneself.

- Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all our Community Action activities in order to inspire confidence and trust in the Community Action movement.
- Serve in such a way that we do not realize undue personal gain from the performance of our professional duties.
- Avoid any interest or activity that is in conflict with the conduct of official duties.
- Respect and protect privileged information to which we have access in the course of official duties.
- Strive for professional excellence and encourage the professional development of our associates, including those seeking to become certified Community Action professionals.

B. Responsibility to Residents: Newcap staff and volunteers will:

1. Reflect the high value of each individual, be mindful of differences, cultural, and ethnic diversity
2. Refrain from discriminating against any resident on any basis not related to meeting legitimate admission requirements into the shelter
3. Avoid the use of any derogatory language, including jokes, or actions that could be perceived as harassment, disrespect, or retribution
4. Promote well-being by assisting with the development of individual success for independent living
5. Provide a socially responsible attitude in resolving conflicts between resident interest and society interest consistent with values, and ethical principles while respecting human dignity, civil, legal rights, and rights to informed consent
6. Respect residents' right to privacy. Disclosing of confidential information is valid with a written consent authorizing release of information. Disclosure of information does not apply when it is necessary to prevent harm to a resident or others within the living environment, or intention to harm someone else, elsewhere. Review with residents where disclosure of confidential information may be legally required
7. Not engage in any business relationship with residents, their families, or friends. Newcap and volunteers may not accept or exchange substantial favors, gifts, or services with residents, their families or friends
8. Will not discuss any resident information in public or areas such as hallways, stairwells, kitchen or dining room, unless the resident gives verbal permission, or unless privacy can be ensured
9. Make appropriate referrals to help residents meet their needs, and to advocate for the resident

C. Responsibility to Colleagues: Newcap personnel will:

1. Respect all colleagues. Strive to develop a supportive workplace, that upholds the ministry, each other and persons entering this sphere of influence
2. Seek advice, counsel, and support of colleagues when necessary
3. Accept supervisory responsibilities when possessing the necessary education, skills, or training
4. Follow nationally established policies and standards regarding relationships and interactions with colleagues. Maintain open communication with all colleagues
5. Discourage, prevent, and confront unethical behavior through official chain of command
6. Not exploit residents in disputes with colleagues. Discussions of management, personnel conflicts between colleagues involving residents are inappropriate and unethical

D. Responsibility to Society: Newcap personnel will:

1. Promote the development of individual's capacity to participate as a contributor to the community
2. Promote social justice and the general well-being of the community and advocate for the policies and programs that ensure all persons have access to human resources
3. Report suspected or observed abuse of a child or vulnerable adult, criminal activity or a threat of harm to

a resident, staff or volunteers

4. Reinforcing Newcap as part of the community and building rapport
5. Use funds for purposes stated. Program statistics will be supported by accurate program data

E. Responsibility as Professionals: Newcap personnel will:

1. Maintain professional competence through regular in-services, staff training, continuing education, training and supervisory feedback
2. Maintain relationships with residents, colleagues, supervisors, and the community which are constructive and promote mutual respect to improve the quality of life
3. Make clear distinctions between public statements and actions as a representative of Newcap from those made as a private individual. All statements made on behalf of Newcap must accurately represent the official, authorized, and approved position.
4. Personally conduct themselves in a manner that reflects positively on Newcap

06.01 PROGRAM: TARGET POPULATION

Policy: Newcap shall provide short term housing options for those eligible for services from Newcap.

Procedure:

- A. Short term housing facilities will provide short term housing assistance to site specific target populations.
 - a. The Center for Youth will serve youth under the age of 18 that are ineligible at the other local shelters
 - b. The Center for Advocating, Believing, and Achieving will serve households with children that are ineligible at the other local shelters
- B. Newcap shelter and motel voucher programming will follow 24 CFR 5.403 for the definition of family.
 - a. Family includes, but is not limited to, regardless of marital status, actual or perceived
 - b. sexual orientation, or gender identity, any group of persons presenting for assistance together
 - c. with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. A child who is temporarily away from the home because of
 - d. placement in foster care is considered a member of the family.
 - e. Short term housing and motel voucher programs at Newcap that serve families with children will also not discriminate on the basis of the sex or age of the children or the size of the family, except where limited by the facility. The program will take measures to ensure that involuntary family separation does not occur. Furthermore, Newcap staff shall not ask for nor require documentation to prove familial status.
 - f. The short term housing and motel voucher program shall comply with HUD's Equal Access Final Rule and will not discriminate on the basis of gender identity or expression, race, religion, or national origin.
 - g. Furthermore, Newcap will not ask for nor require documentation to prove gender.

06.02 PROGRAM: INTAKE POLICY

Policy: Newcap provides supportive emergency short term housing to target populations of households with children and unaccompanied homeless youth. Newcap is staffed 24 hours/7 days a week.

Procedure:

- C. Admission Process involves intake procedures to be fulfilled upon entry including but not limited to:
 - a. Initial intake packet
 - b. Coordinated Entry

- c. Emergency Contact Information
- d. Emergency Medical Information
- e. Shelter Resident Expectations and Guidelines
- D. Staff reviews all forms for completeness and adds staff signatures where required
- E. Give tour of house, cover “Facility tour checkpoints” per Intake checklist
- F. Case Management Procedures:
 1. Check file for completed forms in proper order, including additional family intake forms if needed.
 2. Complete “Housing Stabilization Plan”. Have resident sign any additional releases that may be required
 3. Make arrangements for priority needs based on Self Sufficiency Matrix and client dreams: Complete GED; Birth certificate &/or Social Security card; Resume &/or Personal data card; Storage/moving of personal belongings; Physical &/or mental health appointments; Resume/personal data card; Transportation for job search or employment; reinstatement of driver’s license.
 4. Give residents the Search form, and explain how to contact the temporary job agencies.
 5. Document summary of case management meeting in resident’s file on Captain.
 6. Complete data entry in the HMIS database and Captain database.

06.03 PROGRAM: TREATMENT/CASE PLAN

Policy: Newcap shall have an established procedure to develop individual case plans.

Procedure:

- A. The Case Plan is developed, jointly with the resident, within 72 hours of the initial intake with client consent
 - a. Case management is strongly encouraged and will be offered daily to short term housing residents
- B. Case Plan is individualized to the specific needs of each resident. It outlines:
 1. Residents perception of their needs and steps they agree to take in resolving the problem
 2. Social services needed by the residents and expected duration of social services
 3. Goals/steps needed for achieving desired dreams

06.04 PROGRAM: PROGRESS GUIDELINES

Policy: Newcap shall recognize progress made by residents toward completion of the program.

Progress shall be determined by successful completion of assignments, goals met, treatment plans followed and positive interaction with case manager(s) and other staff.

Procedure:

- A. Individual goals and treatment plans shall be developed with each resident with resident consent
- B. Case Management meetings shall be held weekly but offered daily on an as needed basis for staff and residents to review and document progress made on individual goals and treatment plans, and make necessary modifications

06.05 PROGRAM: LENGTH OF STAY

Policy: Newcap short term housing facilities

Procedure:

- A. Length of stay will be site specific.
 1. The Center for Youth will follow county, state, and federal guidelines for the length of time that the minor under the age of 18 can stay at the facility. Staff will work with the youth to establish a safe exit strategy whether that be reunification or placement with another family member in accordance with state,

local, and federal guidelines.

2. The Center for Advocating, Believing, and Achieving (CABA) establishes exit plans on a case by case basis, dependent on the individual household needs and barriers. While there is not a time limit for a households' stay, families will be encouraged to work with the staff members regularly on identifying a safe and stable place to exit to.

06.06 PROGRAM: RESIDENT CURFEW

Policy: Newcap shall have an established curfew for short term housing residents.

Procedure:

A. Curfew will be site specific. Residents will be notified of the curfew time at program entry.

1. The Center for Youth will have a curfew of 9:00PM

2. The Center for Advocating, Believing, and Achieving (CABA) will have a curfew of 11:00PM

B. Exceptions to curfew will be made for employment, child care pick up, emergencies, religious events, after school activities, extra-curricular school activities such as sports, and holidays

1. Proof of employment, child care pick up, or religious event may be requested

C. Overnight passes will only be granted for extenuating circumstance and curfew extensions will be on a case by case basis, approved by short term housing staff

06.07 PROGRAM: EDUCATION

Policy: Newcap shall have an established working relationship with local school districts and McKinney Vento services to ensure that school aged children have access to education

Procedure:

A. Staff will refer all school aged children to the local McKinney Vento liaison for school enrollment, transportation, school supplies, and other eligible activities

B. Staff will collaborate and coordinate with the local McKinney Vento liaison for any school based concerns such as but not limited to: attendance, transportation, tutoring services, career planning, etc.

06.08 PROGRAM: RESIDENT RECORDS AND RECORD RETENTION

Policy: Personnel shall abide by all Newcap Policies regarding resident records and their retention.

Procedure:

A. Case Records: Social Service records are maintained primarily for the following purposes:

1. Providing Effective Service - Record all work done with and for residents. They are essential to current case planning and decisions and may have value for further work with residents

2. Service Documentation - Funding, review and advisory organizations demand documentation of the work done. Records provide tracks to the purposes of the program, and to the use of funds

3. Public Relations and Fundraising - Effective public relations and fundraising depend upon clear and honest portrayal of the type and scope of program being rendered

4. Organizational Accountability - Records are maintained to assess the effectiveness of current program and to assist in strategic planning for the future

5. Historical Record - A historical record of the program or institution will be maintained, primarily from the key documents of the work accomplished

6. Research - Case files and other materials may have value in programmatic research whether generated within Newcap or by outside organizations

B. Types of Records & Retention - The records generated in social service programs/institutions will fall into

the following broad categories:

1. Administration records: include general correspondence, financial, personnel, and property materials
2. Organizational records are those generated in relation to the organizational structure and its relationship to the outside community. Including advisory minutes, community reports, historical documents, statistics, etc. These materials will be kept permanently
3. Operational records are relevant to current operations, like forms for the day-to-day operations, such as medication, and incident logs, and intake/exit records. Destroy after one year
4. Resident Records of service to residents or resident groups (families) will be retained for a minimum of seven years following the last resident contact. At minimum these must include identifying information, dates of service, presenting needs, and social services given

C. Summary of Record Retention Requirements:

1. To be kept permanently:
 - a. Organizational Records
 - b. Resident Records pertaining to: Residential care given to minors; as required by law
2. To be kept seven years:
 - a. Resident case records (with exceptions as noted)
4. To be kept One Year:
 - a. Operational Records

C. All records, including electronic records, are kept in a safe, secure and locked fashion. Access is limited to authorized personnel. All transferred records are confidentially listed as to the date of transfer and storage destination

D. Requirements of Federal, state, or county law, licensing or accreditation bodies with regard to handling and retention of records, will take precedence over the minimum requirements in this policy

06.09 PROGRAM: GRIEVANCE POLICY

Policy: Newcap shall ensure that every resident is treated with respect and fairness.

Procedure:

A. Newcap staff will ensure residents are provided with a copy of the grievance policy (Addendum 2).

B. If a resident decides to file a grievance they must follow the process as laid out on the grievance document and described below.

1. Notice of Denial/Termination

- Newcap must be provide a written copy of the notice of denial, provide the reasons and state that the participant has the right to request an informal hearing.

2. Request for Informal Review

- Upon receipt of the notice, the applicant/participant must submit a written request within 10 days from the date of the letter. This procedure must also be stated in the notice of denial that is sent to applicant/participant.

3. Scheduling Informal Hearing

- Once Newcap receives the written request (within the 10-day period), a review will be scheduled within 20 days. The applicant/participant will be notified in writing of the date and time of the review/hearing.

4. Results of Informal Hearing

- The Hearing Officer (someone other than the person who made or approved the decision and their subordinates) must render their decision within 15 days and notify the applicant/participant

in writing.

5. Failure to Request an Informal Hearing

- If the applicant/participant does not request an Informal Hearing in writing within the specified time, the decision to deny/terminate the applicant/participant is final.

C. The purpose for an Informal Hearing is to consider whether the staff members' decision(s) regarding the applicant/participant is in accordance with program rules and regulations.

D. Families may present oral or written objections and dispute criminal records. Before the hearing, the family has the opportunity to examine the documents directly relevant to the hearing. Documents include records and regulations. The family may copy the documents at its own expense.

06.10 PROGRAM: CONFIDENTIALITY POLICY

Policy: No information about individuals receiving services will be disclosed outside of the organization except when informed written consent has been obtained from the resident.

Procedure:

A. Newcap's Release of Information (ROI) form contains:

1. Resident's name
2. The specific information that is to be released
3. Name of the person or agency the information will be released to
4. The date and time limit and signature of resident

B. The ROI form is used as evidence in resident files

C. Release of Records under Court Order

1. Newcap is the owner and controller of all resident records. No records may be removed from Newcap premises or transmitted to other parties without specific approval by Chief Operating Officer, Director of Housing, and/or the Supervisor
2. In the event that Newcap resident records are required by order of a court of competent jurisdiction, when good cause for such disclosure has been determined by the court, the records which have been subpoenaed by the court shall be delivered to the court, on the date requested, only by the Supervisor or other staff as designated in writing

D. Information to the Resident

1. Newcap may be required by state or municipal law to disclose to the resident information contained in his/her own record. Information disclosed should be limited to that which is included in the formally completed and approved case record. The formal case record should contain factual information, not informal case manager notes and/or casual observations. Information provided by other agencies should not be shared, as it is not the property or responsibility of Newcap

E. When there is evidence, information may be released without resident consent only:

1. When there is a real danger that withholding information will be harmful to the resident, others, or to other Newcap programs
2. Under circumstances consistent with Newcap, Social Work Code of Ethics, HIPPA guidelines, and applicable law
3. When there is obvious or suspected child abuse, including sexual abuse. Newcap will comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse. Failure to comply with such laws can result in criminal sanctions
4. Information is reported to legally specified government agency as required by law
5. When case material is used for research, teaching, and public interpretation, it is disguised to ensure

privacy

- F. All Newcap resident records are confidential. They are kept in locked files and/or password-protected computer programs, accessible only by staff

06.11 PROGRAM: RESIDENT RIGHTS

Policy: Staff will review the Resident Rights Statement (Addendum 3) with residents during intake. Once resident understands the statement they will be asked to sign the statement for their case file.

Procedure:

- A. Residents will sign the Residents Rights Statement at intake.
- B. Residents will be provided a copy of the Resident Rights Statement.
- C. A signed copy of the Residents Rights Statement will be kept in resident files.

06.12 PROGRAM: MEDICAL CARE FOR RESIDENTS

Policy: Newcap shall ensure that residents shall receive adequate medical care.

Procedure:

- A. Newcap staff will work in collaboration with Newcap Community Health Services (CHS) to provide physical and mental health services including AODA counseling
- B. Newcap staff will make recommendations/referrals for medical care in situations when CHS is unable to assist or not an appropriate referral
- C. Medications:
 - 1. Residents shall be responsible for the taking of their own medications; staff will not assume responsibility for administration of medications
 - 2. All medications are to be securely locked in the appropriate location
 - 3. Staff will not distribute medications of any type such as but not limited to antacids, aspirin, etc.

06.13 PROGRAM: RESIDENT FINANCES

Policy: Newcap shall encourage residents to work with Newcap's Financial Capabilities program

Procedure:

- A. Residents will be referred to Newcap's Financial Capabilities program with resident consent
 - 1. Staff will find alternative financial education courses in the event that Financial Capabilities is not an appropriate referral

06.14 PROGRAM: CRISIS MANAGEMENT POLICY

Policy: Newcap understands the seriousness of correctly handling all crisis situations. Once identified the situation should be handled in a timely and professional manner.

Procedure:

- A. Severely mentally ill
 - 1. Make sure the resident is calm and comfortable. Assess situation and obtain background information from resident
 - 2. Call the Crisis Center at 920-436-8888 and explain the situation, wait and follow the instruction of mental health professional
- B. Under the influence of drugs and/or alcohol
 - 1. Assess situation violent or nonviolent: If violent call 911
 - 2. Based on personnel observation of resident, make a decision to either

- a. Call police to transport resident to emergency room
- b. Ask resident to find alternative living arrangements within the next 2 hours
- C. If Resident is threatening suicide
 - a. Assess current situation
 - b. Call the Crisis Center at 920-436-8888 explain the situation, wait and follow directions from them
 - c. If staff feels the resident is suicidal call 911 so local law enforcement can assess resident and take the proper legal steps
- D. Threatening to hurt self or others
 - a. Have all other residents remove themselves from the area of the person that is making threats. Call 911 immediately for assistance
- E. Victims of violence or sexual assault
 - a. Call 911 to report the incident to proper authorities. Follow their instructions
 - b. Refer to the local domestic violence agency and sexual assault center when requested by the resident

06.15 PROGRAM: INCIDENT AND INJURIES POLICY

Policy: Newcap understands the seriousness of correctly handling all incidents or injuries. Once identified the situation should be handled in a timely and professional manner.

Procedure:

- A. Incident or Injury
 - 1. Assess scene to ensure scene safety
 - 2. Assess situation to determine the extent of injury
 - 3. Seek medical assistance if needed
 - 4. If able, have injured party, and all witnesses fill out incident report
 - 1. Incident Report can be obtained from N: drive or from Human Resources
 - 5. Provide documentation to Supervisor or Director of Housing who will provide incident report to the Chief Operating Officer

06.16 PROGRAM: NEIGHBORHOOD CONCERN

Policy: Newcap understands the seriousness of correctly handling all community and neighborhood concerns. Once identified the situation should be handled in a timely and professional manner.

Procedure:

- A. When a neighbor presents an issue or concern staff will provide a “Neighborhood Contact Form” (Addendum 6) to the neighbor for documentation
 - 1. Once form is completed it should be turned into the Supervisor who will provide follow up and report back to the Director of Housing
 - 2. Follow up will occur within 2 business days

ADDENDUM 1: Employee Safety Manual



Employee Safety Manual Newcap

**A Guide to Safety Policies & Procedures
to Support a Safety-Conscious Work Environment**

Provided by: Marsh & McLennan Agency

Commitment to Safety

Newcap recognizes that our people drive the business. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. All work conducted by Newcap's employees will take into account the intent of this policy. **No duty, no matter what its perceived result, will be deemed more important than employee health and safety.**

Newcap is firmly committed to the safety of our employees. We will do everything possible to prevent workplace accidents and we are committed to providing a safe working environment for all employees.

We value our employees not only as employees but also as human beings critical to the success of their family, the local community, and Newcap.

Employees are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and company policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, Newcap will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, Newcap subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds Newcap in higher regard with customers, and increases productivity. This is why Newcap will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of Newcap is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices and company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.
6. Management and supervisors of Newcap will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, Management must monitor company safety and health performance, working environment and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at Newcap must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the work that provides our livelihood.

Chief Executive Officer - Newcap

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The primary responsibility of the employees of Newcap is to perform his or her duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees **MUST** become familiar with, observe, and obey Newcap's rules and established policies for health, safety, and preventing injuries while at work. Additionally, employees **MUST** learn the approved safe practices and procedures that apply to their work.

Before beginning special work or new assignments, an employee should review applicable and appropriate safety rules.

If an employee has any questions about how a task should be done safely, he or she is under instruction **NOT** to begin the task until he or she discusses the situation with his or her supervisor. Together, they will determine the safe way to do the job.

If, after discussing a safety situation with his or her supervisor, an employee still has questions or concerns, he or she is required to contact the Safety Coordinator, Bob Detrick.

NO EMPLOYEE IS EVER REQUIRED to perform work that he or she believes is unsafe, or that he or she thinks is likely to cause injury or a health risk to themselves or others.

Employee Safety Rules

- 1. Conduct:** Horseplay, practical jokes, etc., are forbidden. Employees are required to work in an injury-free manner displaying accepted levels of behavior. Conduct that places the employee or others at risk, or which threatens or intimidates others, is forbidden.
- 2. Drugs and Alcohol:** Use and/or possession of illegal drugs or alcohol on company property or on company time are forbidden. Reporting for work while under the influence of illegal drugs or alcohol is forbidden.
- 3. Housekeeping:** The following areas must remain clear of obstructions:
 - Aisles/exits
 - Fire extinguishers and emergency equipment
 - All electrical breakers, controls, and switches

You are responsible to keep your work area clean and safe. Clean-up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips/spills immediately, and putting equipment and tools away as you are finished with them.

- 4. Injury Reporting:** All work-related injuries must be reported to your supervisor immediately. Failure to immediately report injuries can result in loss of Workers' Compensation benefits. After each medical appointment resulting from a work-related injury, you must contact your supervisor to discuss your progress. You must also give your supervisor any paperwork that you received at the appointment.

Newcap provides Transitional Return to Work (light duty) jobs for persons injured at work. Transitional work is meant to allow the injured employee to heal under a doctor's care while she/he remains productive. Employees are required to return to work immediately upon release.

- 5. Personal Protective Equipment (PPE):** Inspect PPE prior to each use. Do not use damaged PPE. You are required to maintain and keep PPE clean.
 - a) Safety Glasses—must be worn at all times in designated areas in this facility. (To date, we have no designated areas)
 - b)
 - c) Hard Hats—must be worn at all times in designated areas. (To date, we have no designated areas).
 - d) Gloves—work gloves must be worn at all times when handling sharp or rough stock, welding, or performing other jobs, which could cause hand injuries. Synthetic gloves must be worn when handling chemicals.
 - e) Respirators—only employees trained and authorized to use respirators are allowed to do so.
 - f) Hearing Protection—is required in areas where noise exposure is more than 90dBA (85dBA if you already have experienced a hearing loss).
- 6. Equipment Operation:** You must specifically be trained and authorized by your supervisor to operate the following:
 - Company vehicles,
 - Forklifts,
 - Machine and power tools,
 - Paint sprayers,

When operating machines: do not wear loose clothing, long hair should be tied up and back, remove jewelry, and sleeves should either be rolled all the way up, or all the way down.

Employee Safety Rules

Never operate damaged or defective equipment. Turn the machine off and report it to your supervisor immediately.

Never tamper with, remove, or deactivate machine guards or controls designed to ensure safe operations. Never reach into an operating machine or moving machine part.

7. Ladders:

- Inspect all ladders prior to each use;
- Ladders must be placed on secure footing;
- Only one person is allowed on a ladder at a time;
- Never stand on the top two steps of a stepladder;
- Always maintain 3-point contact when working on ladders;
- Never reach beyond arm length when working on a ladder; and
- Never use metal ladders when working on or around electrical equipment.

8. Lockout / Tagout—prior to working on any machinery when guards are removed, every energy source (electrical, hydraulic, chemical, mechanical, etc.) must be deactivated, stored energy dissipated, and the control locked in the off (safe) position.

Never remove or tamper with a lockout performed by another employee or contractor. A lockout could consist of a lock applied to a control such as a switch, breaker, or valve. A tag containing words such as “DANGER - DO NOT OPERATE” may also be used for lockout. If you see the lock, the tag, or both applied to an energy control device it means, “Keep your hands off.”

9. Hazard Communication:

1. All Newcap employees have a right to know what chemicals they work with, what the hazards are and how to handle them safely.
2. Safety Data Sheets (SDS) are documents provided by the supplier of a chemical. SDSs detail the chemical contents, associated hazards and general safe handling guidelines. At Newcap, the SDS collection is located at: **Online on the N:drive , see Safety Folder/SDS**. Employees are free to utilize the SDS as needed.
3. General rules for handling chemicals:
 - Read all label warnings and instructions.
 - Follow instructions for quantity. More does not mean better.
 - Minimize contact with chemicals. Use double layer cloths or gloves to protect your skin and keep your face clear of the area to reduce inhalation.
 - Always wash your hands after handling chemicals.
 - If a chemical enters your eye(s) immediately hold open the injured eye(s) and rinse it/them with clean, cool water for 15 minutes. Then be sure to report the injury immediately.
 - Any questions or concerns regarding chemicals should be reported to your jobsite manager and Human Resources.

Employee Safety Rules

4. All chemical containers must be labeled to identify contents and hazards. Standardized pictograms, denoted by red frames, will be required on all chemical labels regardless of whether the shipment is domestic or international.

Health Hazard  • Carcinogen • Mutagenicity • Reproductive toxicity • Respiratory sensitizer • Target organ toxicity • Aspiration toxicity	Flame  • Flammables • Pyrophorics • Self-heating • Emits flammable gas • Self-reactives • Organic peroxides	Exclamation Mark  • Irritant (skin and eye) • Skin sensitizer • Acute toxicity (harmful) • Narcotic effects • Respiratory tract irritant • Hazardous to ozone layer	Gas Cylinder  • Gases under pressure	Corrosion  • Skin corrosion/burns • Eye damage • Corrosive to metals	Exploding Bomb  • Explosives • Self-reactives • Organic peroxides
			Flame Over Circle  • Oxidizers	Environment*  • Aquatic toxicity *under EPA jurisdiction	Skull & Crossbones  • Acute toxicity (fatal or toxic)

- 10. Confined Space Entry** – Only trained and authorized employees are permitted to enter confined spaces. If you believe that your job requires confined space entry, contact your supervisor prior to undertaking the work. Permit Required Confined Space entry requires the use of ventilation, air monitoring and documentation. **Permit Required** Confined spaces are areas not meant for human occupancy, have limited means of entry/exit, and have electrical, chemical, thermal, atmosphere, or entrapment hazards.

11. Emergencies:

- In the event of any serious injury or fire, call 911. Send someone to the facility entrance to meet the Fire Department, if safe to do so. If in doubt, call 911.
- Upon discovering a fire, or fire alarm initiates, alert others in immediate danger and initiate facility-wide fire alarm **(All Page and announce there is a fire in the building, evacuate to Building parking lot immediately!)**
- When the evacuation signal is given, all employees should immediately turn off equipment, close doors, and evacuate to their designated evacuation areas. Attendance will be taken to account for all personnel. Stay together in the group until further instructions are received.
- Do not attempt to fight any fire which is uncontained, too hot, too smoky, or if you are too frightened.

To use a fire extinguisher, remember PASS:

- P = Pull (the safety pin)
- A = Aim (at the base of the fire)
- S = Squeeze (the lever)
- S = Sweep (side to side)

If you use a fire extinguisher, remember:

- Stay low,

- Keep yourself between the fire and an exit,
- Do not turn your back on a fire
- **Immediately leave the area after discharging the fire extinguisher, the chemical should not be inhaled**
- Immediately report the use to your supervisor.

12. Employee Safety rules

Do not touch blood or any other bodily fluid during or following an incident. If you are trained to administer first aid, gloves and other barriers are located with the first aid equipment. If you think that you have been exposed to bodily fluid, notify your supervisor immediately.

13. Company Vehicles and Driver Safety:

- Only employees authorized by Newcap are permitted to operate Newcap vehicles.
- No 'side trips' or personal use of company vehicles are permitted.
- Seat belts/shoulder harnesses must be worn whenever the vehicle is in motion.
- All local and state traffic regulations and signs must be followed.
- No unauthorized riders, hitchhikers, etc., are allowed.
- All moving violations resulting in points being assigned to your license must be reported to your supervisor.
- Driving while under the influence of alcohol or other drugs is forbidden.

Employees driving their personal vehicles on company business must follow steps c through g, shown above.

14. Electrical Safety:

- Never operate or tamper with the electrical main switch or breakers. You are authorized only to operate switches/disconnects on/for individual machines.
- Report all electrical problems and suspected problems to your supervisor.
- All junction boxes, control boxes, connections, and other wiring must have covers securely installed to prevent accidental contact.
- Inspect all plugs, cords, and portable equipment prior to use.
- Report any damaged electrical equipment to your supervisor. Only authorized personnel are permitted to make repairs.**
- Extension cords are to be used only for temporary applications. Never stretch cords across aisles or areas where others may trip over them. Do not attach extension cords to the building or run them under rugs/mats or through walls.
- Any personal electrical devices must be approved by Newcap prior to use.

15. Lifting:

- If you need help moving material, request assistance. **Do not attempt to lift more than 50 Lbs. by yourself**
- When you lift, use your leg muscles by squatting close to the load, preserving the curve in your back, spreading your feet, and lifting with your legs, keeping the load close to your body. **Make sure your travel path is clear of obstacles prior to lifting.**

- c) When you turn holding an object, move your feet, and do not twist.

16. Staying Safe - Report any unsafe conditions or situations to your supervisor. If you have suggestions on improving any aspect of safety in the facility, discuss it. If you are unsure of how to operate a piece of equipment or complete an assignment, **ask for help**. Asking for help when you are unsure reduces the chance of injury.

These rules are established to help you stay safe and injury free. Violation of the above rules, or conduct that does not meet minimum accepted work standards, will result in discipline, up to and including discharge.

When working at a customer location, employees are required to follow the above rules, as well as all customer rules and procedures, and work in a manner that reflects positively on the company. Before operating any equipment at a customer location, permission must first be secured from the customer contact.

Safety Coordinator Responsibilities

Bob Detrick is designated as Newcap's Safety Coordinator. Energy Auditor's are designated as the Associate Safety Coordinators. The Safety Coordinator is responsible for implementation and compliance with the Safety and Health Policy of Newcap and is accountable for results as measured by criteria, such as incident rates.

Other responsibilities include:

1. Resolve questions, approve and/or recommend necessary expenditures to correct unsafe conditions.
2. Make regular shop, warehouse, office and ground-job site tours, and safety inspections to determine if safe work practices are being observed; ensure that unsafe conditions do not exist.
3. Actively participate and follow the safety and health programs.
4. Plan, coordinate, perform, or delegate all safety training and testing given to supervisors and employees. Review results to be sure they are satisfactory. Note: The VP of Energy Services will maintain appropriate training and testing safety records and coordinate the training of new employees assigned to the weatherization department.
5. Personally perform safety inspections, and review safety inspection reports and unsafe conditions reported by supervisors, employees, or others. Make or obtain corrections as required to maintain a safe workplace and ensure compliance.
6. Conduct regular safety meetings with employees to promote safety awareness and compliance with the Safety and Health Policies.
7. Ensure safety awareness among workers through regular meetings.
8. Ensure compliance with safe work practices and Newcap's safety rules. Take appropriate disciplinary action to ensure compliance. This includes safe working procedures in weatherization, the warehouse, and office operations.
9. Investigate accidents and assist with completion of accident report forms when required.
10. Review reports of first aid incidents and reportable injuries to determine possible preventative actions. Take immediate corrective actions as required.
11. Ensure that specific programs (i.e. hazard communication, protection from bloodborne pathogens, hearing conservation, forklift safety/operator certification) are implemented and complied with consistently.

Client Visits

1. Employees of Newcap are required to follow all client safety and security procedures during client visits.
2. If your client host does not advise you regarding safety hazards consider the following:
 - Emergency exit location(s);
 - Keep your eye on the path you are walking and avoid any tripping/slipping hazards. When on stairs maintain three point contact (hand on rail and feet on stairs);
 - When visiting manufacturing or construction sites, eye protection, hearing protection, and hard hats are frequently required. Ideally, this equipment will be in the possession of the Newcap employee and not provided by the client.

If you will be touring a factory or construction site, dress appropriately. Wear shoes that support your feet and are slip resistant. Avoid clothing that is either constrictive or too loose; loose clothing be get caught in machinery or other equipment.

Reporting Injuries

Any work-related injury or suspected injury must be reported immediately to your supervisor and to Human Resources. A **Report of Injury or Illness** form must be completed. Failure to promptly report an injury may result in disciplinary action.

1. Human Resources will issue a **Return to Work Evaluation Form** for the injured employee to take to the treating medical practitioner. The employee must return this form to Human Resources by the next business day.
2. After each practitioner appointment, the employee must report to his/her supervisor and Human Resources to review his/her progress.
3. Newcap provides light duty work for employees recovering from injury. Employees are required to return to light duty work immediately upon release.
4. An accident investigation will be conducted to determine the root cause of the accident. The injured employee will be asked to participate in the investigation.
5. Employees are urged to report hazardous conditions and “near miss” incidents to their supervisors before injuries result.
6. Any attempt to defraud Newcap with a false workers’ compensation claim will result in disciplinary action. The case can also be referred to the district attorney for possible prosecution.

Emergency Action Plan

GENERAL EMERGENCY GUIDELINES:

- Stay calm and think through your actions
- Know the emergency numbers:
 - Fire/Police/Ambulance 911
 - Internal Emergency Number – PA system if equipped
 - Human Resources - **Candy LaCount 834-4621 Ext. 1107**
 - Page – **Announce concern and location**
 - Operator “0”
- Know where the stairwell exits are located
- In the event of any emergency, do not take elevators, use the stairs
- Do not hesitate to call/alert others if you believe that an emergency is occurring—you will not “get in trouble.”
- Know where emergency equipment is located: **(First Aid Kits, for now. AED possible in future-will list)**

FIRE EVACUATION

- Employees will be notified of a fire alarm either by the fire alarm system or by a paged announcement.
- Upon becoming aware of a fire alarm, employees should immediately evacuate the building using the closest stairs. Do not delay evacuation to get personal belongings or to wait for co-workers. Also, all doors should be closed as the last person passes through. (Note: never use elevators during fire alarm situations).
- Supervisors should be the last persons to leave the area. Check in conference rooms, lavatories, and offices to be sure that all personnel have evacuated.
- Any employee having a mobility, visual, hearing, or other condition, which may hinder them from becoming aware of an emergency or evacuating, should request special assistance through Human Resources.
- Upon exiting the building, personnel should report to the **Buildings rear parking lot** for further instruction and a headcount.
- If any employee is missing, an immediate report should be made to **any available supervisor**, who will in turn report to the first available fire department officer.
- Employees should stay together in a group so that periodic updates on the situation can be issued.
- The order to re-occupy the building will be issued by **an “All Clear Notification” This decision will take place as authorized by the responding fire commander.** The CEO, HR Director, VP of Operations or Safety Coordinator will give the okay after high agreement is reached, and city officials agree that the building is safe to re-occupy.

2. EMPLOYEE DISCOVERING A FIRE:

- Alert other persons in the immediate hazard area.
- Activate a fire alarm or page an emergency announcement.
- If you have been trained, you can decide to use a fire extinguisher following these instructions:
 - P=Pull the safety pin
 - A=Aim the nozzle at the base of the fire
 - S=Squeeze the operating lever
 - S=Sweep side to side covering the base of the fire

**When using a fire extinguisher always stay between the fire and an exit; stay low and back away when the fire is extinguished.*

Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky or you are frightened, evacuate. **Once extinguisher has been used, evacuate the area immediately. Extinguisher dust should not be inhaled*

Notify the fire department where the emergency is located. He/she will relay this information to the fire department.

Emergency Action Plan

3. MEDICAL EMERGENCY: (chest pains, loss of consciousness, fall from a height, etc.)

- Upon discovering a medical emergency, call 911.
- Call the operator ("O") and report the nature of the medical emergency and location.
- Stay with the person involved being careful not to come in contact with any bodily fluids, unless properly trained and equipped.
- Send two persons (greeters) to the building entrance/s, to await the fire department. (One person should call and hold an elevator car. Often two fire department units will arrive, so the second greeter should wait at the entrance to receive the second unit while the first greeter escorts the fire dept. personnel to the scene).
- Employees in the immediate vicinity of the emergency, but not directly involved, should leave the area.
- Human Resources will make any necessary notifications to family members of the person suffering the medical emergency.

4. SEVERE WEATHER:

- The **Administrative Assistant** or Safety Coordinator will monitor a weather situation. If a severe weather report is issued, she/he will immediately page the following announcement: **There is severe weather approaching, All workers evacuate to the basement Furnace Room Immediately.** (This announcement will be repeated three times).
- Employees will immediately shut down office equipment and will proceed to the basement furnace room. Failure to do so will result in disciplinary action.
- When the severe weather warning is cancelled, the Safety Coordinator/ VP/CEO or site administrative lead person will announce that it is safe to return to office areas.

5. WORKPLACE VIOLENCE:

- Any employee who feels that she/he has been threatened should immediately report their concern to their supervisor and to Human Resources.
- If any person is observed exhibiting threatening behavior or making threatening statements, the person discovering the situation should warn others in the area and immediately notify Human Resources and stay away from the person exhibiting threatening behavior.
- Depending upon the level of concern, the **Green Bay police department phone number is 920-448-3200**, should be called immediately. **If urgent, dial 911.**
- Never attempt to confront any person exhibiting threatening behavior.

*If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are urged to confidentially discuss the issue with Human Resources so that a prevention plan can be developed.

Emergency Contact Information

GREEN BAY FIRE DEPARTMENT:

TELEPHONE: 920-448-3280

GREEN BAY POLICE DEPARTMENT:

TELEPHONE: 920-448-3200

EMERGENCY MEDICAL SERVICES (AMBULANCE):

TELEPHONE: 911

HOSPITAL: Green Bay - Bellin Health Hospital

744 S. Webster Avenue. Open 7 days a week, 24 hours a day.

TELEPHONE: 920-433-3500

DOCTOR: _____ ADDRESS: _____

TELEPHONE: _____

JOBSITE TELEPHONE NUMBERS:

PROJECT NAME / NUMBER:

ADDRESS: _____

TELEPHONE: _____

SITE SUPERINTENDENT: _____

HOME TELEPHONE: _____

CLIENT CONTACT: _____

OFFICE TELEPHONE: _____

HOME TELEPHONE: _____

Fire Prevention Plan & Electrical Safety

1. Smoking is not allowed in any interior area of the building. Smoking is only allowed in designated exterior smoking areas.
2. No candles or open flames are allowed within the facility.
3. Hot work: contractors performing hot work (welding, grinding, flame cutting, brazing, soldering, etc.) must contact **their supervisor** for approval prior to the start of the work.
4. Only space heaters provided by the company are approved for use within the facility. Employees using space heaters are responsible to turn the heater off when leaving their desk for extended periods of time (lunch, end of the workday, etc.).
5. No flammable chemicals are allowed to be stored inside the building at any time, **unless stored in NFPA approved flammable container storage lockers.**
6. **If you feel that there is a work-related need to use a flammable chemical, be sure to read the directions and follow the information listed in the SDS. If you need further assistance, contact the safety manager for guidance.**
7. Electrical safety:
 - With the exception of independently fused multi-tap cords for computers, extension cords are not allowed.
 - Keep electric cords out of areas where they will be damaged by stepping on/kicking them.
 - Turn electrical appliances off with the switch, not by pulling out the plug.
 - Turn all appliances off before leaving for the day.
 - Radios/tape/CD players and PDAs are the only personal electrical devices allowed to be used in offices/cubes. These devices must be in good repair. NEWCAP reserves the right to instruct you to remove personal electrical devices at any time.
 - **Only licensed electricians are allowed to remove the cover on an electrical panel. Prior to removal, power to the panel must be shut off and locked and tagged out of service.**
 - Never run cords under rugs or other floor coverings.
 - Any electrical problems should be reported immediately to **Matt Dimmer.**
8. The following areas must remain clear and unobstructed at all times:
 - Exit doors,
 - Aisles,
 - Electrical panels, and
 - Fire extinguishers.

Return to Work Program

It is our goal to prevent work-related injuries from happening. We are always concerned when one of our employees is injured or ill due to a work-related condition. We believe that such absences cost both Newcap and its employees. We want our injured employees to get the best possible medical treatment immediately to assure the earliest possible recovery and return to work.

Newcap has a workers' compensation program available for employees who have suffered work-related injuries. The program's administrator will determine, based upon their guidelines, whether you are eligible for wage loss or medical expenses under that program.

Newcap wants to provide meaningful work activity for all employees who become unable to perform all, or portions, of their regular work assignment. Thus, we have implemented a Return to Work program, which includes transitional or light duty work. The Return to Work program is temporary, not to exceed six months.

Employee Procedures

- All work-related injuries should always be reported immediately to your supervisor no later than the end of the shift on which the injury occurs.
- **In the event of an emergency, such as a severe bodily harm, immediately dial 911.**
- **If the injury does not require immediate emergency care, after notifying your supervisor of your injury, call the Risk Administration Services Triage Nurse (RAS) at 1-844-332-5238. A Registered Nurse (R.N.) will evaluate your injury and give instructions for care, or refer you to a medical provider for advanced care.**
- If a **post-accident drug screen** is not performed the **same day** as the injury, the employee will only be paid up to one hour while taking time out to have the drug screen sample collected.
- You must complete and sign a Report of Injury or Illness form.
- **In the event advance medical care is necessary as dictated by the RAS Nurse (stiches, x-rays, etc.),** the injured employee must advise their supervisor that they are seeking treatment and obtain a Return to Work Evaluation form. Regardless of the choice of physicians, the Return to Work form must be completed for each practitioner visit. Newcap will not accept a general note stating that you are only to be off of work.
- Under this program, temporary light duty work is available for up to sixty (60) days (with a review of your progress every 30 days) while you are temporarily unable to work in your regular job capacity. Transitional or light duty work beyond sixty (60) days, up to a maximum of six (6) months, will be evaluated on a case-by-case basis.
- If you are unable to return to your regular job, but are capable of performing transitional duty, you must return to transitional duty. Failure to do so will result in your not being eligible for full disability benefits under the workers' compensation program, and may result in disqualification for certain employee benefits and, in some cases, be a basis for termination.
- Employees who are unable to work and whose absences Newcap approves must keep us informed on a weekly basis of their status. Failure to do so will result in a reduction in benefits available and discipline, up to and including termination from employment.
- If you are unable to return to your regular job or transitional duty, your absence must be approved under the Family Medical Leave Act (FMLA) program. For this purpose, you need to complete a Family Medical Leave Request form and submit it to the Human Resources Department. You must also have your practitioner complete both the Return to Work Evaluation form and Return to Work Request / Physician's Authorization form.
- Employees who are not eligible for leave under FMLA must return to light duty or regular work if at all possible. If you are unable to return to any available work, your job position may be filled after a reasonable time. When able to do so, you will be entitled to return to a suitable position, if available and consistent with any limitations. However, you must keep us regularly informed of your status and any changes in your condition.
- Employees must provide a Return to Work form indicating they are capable of returning to full duty. Permanent restrictions will be evaluated on a case-by-case basis and relate to the performance of essential job functions. No permanent light duty positions will be created.
- Cooperate with our third-party administrator and provide accurate and complete information as soon as possible so that you receive all benefits to which you are entitled. If you have problems or concerns, please contact your Job Site Foreman and the Human Resources Department.

Hazard Communication

1. All Newcap employees have a right to know what chemicals they work with, what the hazards are and how to handle them safely.
2. **Safety Data Sheets** (SDS) are documents provided by the supplier of a chemical. SDSs detail the chemical contents, associated hazards and general safe handling guidelines. At Newcap, the SDS collection is located: [Online in the N:drive, see Safety Folder/SDS](#). Employees are free to utilize the SDS as needed.
3. General rules for handling chemicals:
 - Read all label warnings and instructions.
 - Follow instructions for quantity. More does not mean better.
 - Minimize contact with chemicals. Use double layer cloths or gloves to protect your skin and keep your face clear of the area to reduce inhalation.
 - Always wash your hands after handling chemicals.
 - If a chemical enters your eye(s) immediately hold open the injured eye(s) and rinse it/them with clean, cool water for 15 minutes. Then be sure to report the injury immediately.
 - Any questions or concerns regarding chemicals should be reported to your manager or the Safety Coordinator.
4. All chemical containers must be labeled to identify contents and hazards. Labels will include:
 - **Product Identifier:** The chemical's name and a list of the substance(s) it contains.
 - **Supplier Information:** Name, address and phone number of the chemical's manufacturer or supplier.
 - **Pictogram:** A symbol plus other graphic elements, such as a border, background pattern, or color that conveys specific information about the dangers of a chemical. Each pictogram consists of a different symbol on a white background within a red square frame set on a point (i.e. a red diamond). There are nine pictograms under the GHS. However, only eight pictograms are required by OSHA.
 - **Precautionary Statement:** One or more phrases that describe recommended measures to be taken to minimize or prevent adverse effects resulting from exposure to a hazardous chemical or improper storage or handling of a hazardous chemical.
 - **Signal words:** A single word used to indicate the relative level of severity of the hazard and alert the reader to a potential hazard on the label. The signal words used are "danger" and "warning." "Danger" is used for the more severe hazards, while "warning" is used for less severe hazards.
 - **Hazard Statement:** A statement assigned to a hazard class and category that describes the nature of the hazard(s) a chemical presents. Each hazard statement has designated a code to help for reference purposes, but the actual phrasing must appear on the label.

Office Safety:

1. Never leave file drawers open, or open multiple file drawers at once.
2. Do not stack heavy or bulky objects on top of cabinets.
3. Do not store frequently used objects above shoulder height or below knee height.
4. Never reach into office machines without turning them off and unplugging them if possible.
5. Keep your work area free of trip hazards such as storage in walkways, cords across aisles, and damaged floor coverings.
6. Inspect step stools/ladders before use. Be sure to keep a stationary object in front of you when using a step stool to provide stability.
7. Never use defective or broken equipment. Report these problems to your supervisor.

Security:

1. Always be aware of your surroundings. Keep your head up and hands out of your pockets while walking to and from your car.
2. Immediately report any suspicious activity or persons to **your supervisor and the HR Director**. And immediately report any theft to the **HR Director**.
3. When parking, remove all valuables from sight and lock car doors.
4. Do not enter an elevator car if you are concerned about other riders; instead, wait for the next car.
5. Keep all valuables (money, purse, jewelry, etc.) out of sight when at your desk. Do not bring large sums of money or other valuables into the building.
6. Secure laptop computers, PDAs, and other small electronic devices before leaving your workspace for extended periods of time (lunch, meetings, etc.).
7. If you are working alone and are in the office before or after regular business hours, on weekends, or holidays, observe these additional guidelines:
 - Be sure doors close and lock after you.
 - Turn on lights as you move through the building.
 - Always be aware of the closest telephone (do not hesitate to call 911 if you feel threatened).
 - Be sure that someone at home knows that you are at work and is expecting you to check in by a specified time.
 - As you leave the office, be sure to turn off all equipment, lights, etc., after use.
 - See WORKING ALONE POLICY Page 23 for specific details.
8. Weapons, including firearms, knives with blades longer than two inches, bow/arrow, mace, tear gas, and clubs, are not allowed on Newcap property.
9. The VP of Safety and the Deputy CEO/Executive VP of Operations, at their discretion, may choose to provide certain at-risk employees with state of Wisconsin approved pepper spray. Individuals issued pepper spray will receive training for proper usage and safety protocol. Employees must adhere to state guidelines regarding pepper spray.

Sexual Harassment Policy

Newcap does not tolerate harassment of our job applicants, employees, clients, guests, vendors, customers, or persons doing business with Newcap. Any form of harassment related to an employee's race, color, sex, religion, national origin, age, citizenship status, veteran status, or handicap is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, or national origin; sexual advances; requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

Violation of this policy by an employee shall subject that employee to disciplinary action, up to and including immediate discharge.

Sexual harassment, one type of prohibited harassment, has been defined according to Newcap guidelines as:

- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or
- *Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.*

Examples of conduct prohibited by this policy include but are not limited to:

- Unwelcome sexual flirtation, advances, or propositions;
- Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation;
- Explicit or degrading verbal comments about another individual or his/her appearance;
- The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
- Any sexually offensive or abusive physical conduct;
- The taking of or the refusal to take any personnel action based on an employee's submission to or referral of sexual overtures; and
- Displaying cartoons or telling jokes that relate to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.

Harassment of our employees in connection with their work by non-employees may also be a violation of this policy. Any employee who becomes aware of any harassment of an employee by a non-employee should report such harassment to his or her supervisor. Appropriate action will be taken with respect to violation of this policy by any non-employee.

If you believe that you are being subjected to workplace harassment, you should:

1. Tell the harasser that his or her actions are not welcome and they must stop, if you feel comfortable enough to do so.
2. Report the incident immediately to your supervisor/manager, the Human Resources Director.
3. Report any additional incidents that may occur to one of the above resources.

Any reported incident will be investigated. Complaints and actions taken to resolve complaints will be handled as confidentially as possible, given Newcap's obligation to investigate and act upon reports of such harassment.

Retaliation of any kind against an employee who reports a suspected incident of sexual harassment is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including termination.

Considerations Following a Serious Industrial Accident

Any work-related accident resulting in serious injury or the death of an employee presents significant emotional challenges for management. Following are some guidelines, which may reduce the effects on fellow employees and minimize the impact from regulators, such as OSHA.

1. Be prepared to talk to local police officials, district attorney investigators, coroners, and OSHA compliance officers. Be aware that police and district attorneys can conduct criminal investigations. Be truthful but do not speculate or offer unsolicited opinions, information, or theories. Also be prepared for contacts from local news media. Consult with legal advisors if in doubt. (Operate under the assumption that OSHA will investigate. Take steps to be sure that your entire facility is as prepared as possible).
2. Fatalities must be reported to OSHA **within eight hours**. Any in-patient hospitalization, amputation or loss of an eye must be reported to OSHA **within 24 hours**. This report can be submitted to a local OSHA office (in phone or in person) or the central OSHA office (1-800-321-OSHA (6742) or TTY 1-877-889-5627).
3. Have a representative of your company contact the employee's next of kin to inform her/him of the circumstances. If possible, this contact should be made in person. Offer to provide transportation and/or other support. (For example, providing a Newcap representative at the hospital will convey the company's concern).
4. Get all witnesses names. If some witnesses are not employees, be sure to get full addresses and phone numbers.
5. Render safe any hazards created by the accident scene. (i.e. material that may fall, leaking chemicals, etc.). Rope off or otherwise isolate the accident scene early on to prevent it from becoming a "tourist attraction."
6. Conduct an initial investigation. If equipment and/or duties directly involved in the accident are duplicated elsewhere in the company, take immediate steps to assure that there will be no re-occurrence of the accident.
7. Take pictures to document the scene. Note anything that may help you identify specific equipment involved such as serial numbers, license plate numbers, etc.
8. Follow Newcap's procedure for bloodborne pathogens in cleaning any bodily fluid spills.
9. Consider meeting with employees in small groups to discuss, in general terms:
 - a) The serious accident that occurred.
 - b) That all the necessary steps were taken to care for the person involved.
 - c) That an accident investigation is being performed.
 - d) That all employees will be kept informed.
 - e) The availability of the Employee Assistance Program (EAP).
 - f) Provide encouragement and request that employees work safely.
10. Request your supervisors be alert for employees who may not be paying full attention to their jobs and thereby jeopardizing their own safety. During these discussions, do not discuss fault, discipline, opinions, etc.
11. If your company has a physician on contract, have him/her follow the case.

Bloodborne Pathogens



Blood and other bodily fluids can carry pathogens, which are capable of causing diseases in others. This includes HIV, which leads to AIDS and hepatitis.

1. Because we cannot tell by looking at a person if they are infected with a pathogenic disease, we must take precautions following an illness or injury when bodily fluids are released.
2. In the event of a person losing bodily fluids, stay away from the area and warn others to also do so. You can still stay close to the ill/injured person to support him/her, just be sure to stay out of contact any bodily fluids.
3. In the event that you find spilled bodily fluids, a syringe, or other medically contaminated materials, do not attempt clean up by yourself. Call **the onsite nurse, HR Director, or Bob Detrick for instructions**.

Working Alone Policy:

Working alone will not be allowed in any of the following High risk activities:

- Working from heights
- Working in confined spaces
- Working in situations requiring Lockout/Tagout
- Working with electrical (beyond changing light bulbs)
- Working with hazardous substances or materials
- Working with material under high pressure
- Working where there is a possible/suspected threat of violence
- Working in isolation from first aid services or immediate/emergency service

Working Alone – Non Hazardous Tasks:

On some occasions, workers are introduced into a situation where they are working alone. The most common examples of this as it relates to administrative staff would be:

- Doing administrative work before or after normal working hours
- Facility cleaning after hours
- HQS or Auditor inspections - offsite

During such occasions, lone workers would be required to notify someone (a responsible person/supervisor) of the fact they are going to be working alone. They must be in close proximity to a land line, or in the case of auditors and inspectors, have a cell phones and cell service, so they can get help if needed. In no case is a worker allowed to be alone without having informed someone responsible as to their current status and situation. The lone worker should tell their responsible person: where they are now, or are going to be and when, how long they are going to be there, and when they expect to depart. In addition, the lone worker must notify the responsible person whenever the dynamic changes, for instance; when they are arriving or departing from a particular location, and when they have safely arrived home, or to a location where they are no longer alone and have reached a safe destination. The goal of the lone worker policy is to ensure lone workers are always accounted for and are in a safe environment.

Vehicle Use Policy

To: All drivers of Newcap

- This policy applies to:
 - Vehicles owned, leased, or rented to Newcap.
 - Personally owned vehicles driven by employees on behalf of Newcap.

The following policy has been established to encourage safe operation of vehicles, and to clarify insurance issues relating to drivers and Newcap.

- All drivers must have a valid driver's license.
- Motor Vehicle Records will be checked periodically. Driving privileges may be suspended or terminated if your record indicates an unacceptable number of accidents or violations. Should your record fall into our insurance carrier's guidelines of an, 'unacceptable driver,' our employment may be terminated.
- Your supervisor must be notified of any change in your license status or driving record.

When operating your own vehicle for Newcap business:

- Your Personal Auto Liability insurance is the primary payer. Newcap's insurance is in excess of your coverage.
- You should carry at least **\$100,000** per occurrence liability coverage. Evidence of insurance coverage is to be provided to either Newcap each year, by a copy of your policy's Declaration page or a Certificate of Insurance.
- NEWCAP is not responsible for any physical damage to your vehicle. You must carry your own collision and comprehensive coverage.
- Report your mileage for expense reimbursement.

In the event of an accident:

- Take necessary steps to protect the lives of yourself and others.
- Comply with police instructions.
- Do not assume or admit fault. Others will determine liability and negligence after thorough investigation.
- Report the accident to Newcap as soon as possible.

By signing this document you are agreeing that you have read and understood the Vehicle Use policy, and will comply.

Employee's Signature

Date

Employee's name - Print

Newcap is firmly committed to your safety. We will do everything possible to prevent workplace accidents and are committed to providing a safe working environment for you and all employees.

We value you not only as an employee but also as a human being critical to the success of your family, the local community, and Newcap.

You are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and NEWCAP policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, Newcap will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, Newcap subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds Newcap in higher regard with customers, and increases productivity. This is why Newcap will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of Newcap is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices, company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions, and assistance from employees where safety and health are concerned.
6. Management and supervisors of Newcap will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, management must monitor the company's safety and health performance, working environment, and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at Newcap must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries and keep each other safe and healthy in the work that provides our livelihood.

By signing this document, I confirm the receipt of Newcap's employee safety handbook. I have read and understood all policies, programs, and actions as described, and agree to comply with these set policies.

Employee Signature

Date

Employee Name - Print

ANNUAL REVIEW AND REVISION

The Employee Safety Policy Manual for *Newcap* is to be reviewed annually for changes to the work procedures performed under this program, changes in OSHA standards pertaining to this program, or changes in equipment used or provided. All revisions to the program must be dated and initialed by the designated managers and directors responsible for administering this program.

Date of Annual Review:

11/16/20

By:

Bob D.

Date of Revision:

By:

ADDENDUM 2: Informal Hearing/Grievance Procedures



APPLICANT INFORMAL HEARING (Grievance Procedures)

An applicant who has completed a preliminary application for the short term housing program is entitled to an informal review if they have been denied from participation of one of the following:

- ❖ Participation in the program

A current program participant of the short term housing program is entitled to an Informal Hearing if they are unsatisfied with any of the following:

- ❖ Termination of assistance
- ❖ Eligible Immigration Status
- ❖ Non-compliance of program rules and regulations

Termination is expected to be limited to only the most severe cases. Programs will exercise judgment and examine all extenuating circumstances when determining if violations are serious enough to warrant termination.

PROCEDURES FOR FILING FOR AN INFORMAL HEARING

1. Notice of Denial/Termination

Newcap must provide a written copy of the notice of denial, provide the reasons and state that the participant has the right to request an informal hearing.

2. Request for Informal Review

Upon receipt of the notice, the applicant/participant must submit a written request **within 10 days** from the date of the letter. This procedure must also be stated in the notice of denial that is sent to applicant/participant.

3. Scheduling Informal Hearing

Once Newcap receives the written request (**within the 10-day period**), a review will be scheduled within 20 days. The applicant/participant will be notified in writing of the date and time of the review/hearing.

4. Results of Informal Hearing

The Hearing Officer (someone other than the person who made or approved the decision and their subordinates) must render their decision within 15 days and notify the applicant/participant in writing.

5. Failure to Request an Informal Hearing

If the applicant/participant does not request an Informal Hearing in writing within the specified time, the decision to deny/terminate the applicant/participant is final.

The purpose for an Informal Hearing is to consider whether the Housing staff members' decision(s) regarding the applicant/participant is in accordance with program rules and regulations.

Families may present oral or written objectives and dispute criminal records. Before the hearing, the family has the opportunity to examine the documents directly relevant to the hearing. Documents include records and regulations. The family may copy the documents at its own expense.

Signature of Household Adults and Date of Signature

Signature

Date

ADDENDUM 3: Resident Rights Statement

RESIDENT RIGHTS STATEMENT

1. I have voluntarily chosen to receive services from Newcap
2. I understand that I may terminate my stay at any time
3. I understand that there is no assurance that my situation will improve. Case Management is encouraged and is a cooperative effort between me and my Case Manager. I will work with my Case Manager in a cooperative manner to resolve my homelessness
4. I understand that during the course of my stay, material may be discussed which will be upsetting in nature and that this may be necessary to help me resolve my problems
5. I understand that records and information collected about me will be held or released in accordance with state laws regarding confidentiality of such records and information
6. I understand that the state and local laws require my Case Manager to report all cases in which there exists a danger to self or others
7. I understand that there may be other circumstances in which the law requires my Case Manager to disclose confidential information
8. I have read and had explained to me the basic rights of individuals who receive services from Newcap. These rights include:
 - a. To be informed of the various steps and activities involved in receiving social services
 - b. To confidentiality under federal and state laws relating to the receipt of social services
 - c. To humane care and protection from harm, abuse, or neglect
 - d. To make an informed decision whether to accept or refuse social services
 - e. To contact and consult with counsel at my expense

I understand that Newcap staff and other coordinating agencies may exchange any and all information pertaining to my plan, to the extent such disclosure is necessary for case management, coordination of treatment, quality assurance or utilization review purposes. I understand that I can revoke my consent at any time except to the extent that services have already been received, or the action has been taken in reliance on this consent. If I do not revoke this consent, it will expire automatically in one year.

I have read or been read to, and understand the above.

Resident Signature _____ Date: ____/____/____



ADDENDUM 5: FHEO-2020-01



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-2000

OFFICE OF FAIR HOUSING AND EQUAL
OPPORTUNITY

SPECIAL ATTENTION OF:

HUD Regional and Field Office Directors of
Public and Indian Housing (PIH); Housing;
Community Planning and Development
and Equal Opportunity; Superseded, or Rescinded.
and Regional Counsel; CPD, PIH, and
Housing Program Providers

FHEO Notice: **FHEO-2020-01**

Issued: January 28, 2020

Expires: Effective until Amended, (CPD); Fair Housing

Subject: Assessing a Person's Request to Have an Animal as a Reasonable Accommodation
Under the Fair Housing Act

1. **Purpose:** This notice explains certain obligations of housing providers under the Fair Housing Act (FHA) with respect to animals that individuals with disabilities may request as reasonable accommodations. There are two types of assistance animals: (1) service animals, and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a "support animal"). Persons with disabilities may request a reasonable accommodation for service animals and other types of assistance animals, including support animals, under the FHA. This guidance provides housing providers with a set of best practices for complying with the FHA when assessing requests for reasonable accommodations to keep animals in housing, including the information that a housing provider may need to know from a health care professional about an individual's need for an assistance animal in housing. This guidance replaces HUD's prior guidance, FHEO-2013-01, on housing providers' obligations regarding service animals and assistance animals. In particular, this guidance provides a set of best practices regarding the type and amount of documentation a housing provider may ask an individual with a disability to provide in support of an accommodation request for a support animal, including documentation of a disability (that is, physical or mental

impairments that substantially limit at least one major life activity) or a disability-related need for a support animal when the disability or disability-related need for the animal is non-obvious and not known to the housing provider. By providing greater clarity through this guidance, HUD seeks to provide housing providers with a tool they may use to reduce burdens that they may face when they are uncertain about the type and amount of documentation they may need and may be permitted to request when an individual seeks to keep a support animal in housing. Housing providers may be subject to the requirements of several civil rights laws, including but not limited to the FHA, Section 504 of the Rehabilitation Act (Section 504), and the Americans with Disabilities Act (ADA). This guidance does not address how HUD will process complaints against housing providers under Section 504 or the ADA.

www.hud.gov

espanol.hud.gov

2. **Applicability:** This notice applies to all housing providers covered by the FHA.¹
3. **Organization:** There are two sections to this notice. The first, “Assessing a Person’s Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act,” recommends a set of best practices for complying with the FHA when assessing accommodation requests involving animals to assist housing providers and help them avoid violations of the FHA. The second section to this notice, “Guidance on Documenting an Individual’s Need for Assistance Animals in Housing,” provides guidance on information that an individual seeking a reasonable accommodation for an assistance animal may need to provide to a housing provider about his or her disability-related need for the requested accommodation, including supporting information from a health care professional.

Questions regarding this notice may be directed to the HUD Office of Fair Housing and Equal Opportunity, Office of the Deputy Assistant Secretary for Enforcement and Programs, or your local HUD Office of Fair Housing and Equal Opportunity.

Anna María Farías, Assistant Secretary for
Fair Housing and Equal Opportunity

¹ The Fair Housing Act covers virtually all types of housing, including privately owned housing and federally assisted housing, with a few limited exceptions.

Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act²

The Fair Housing Act (FHA) makes it unlawful for a housing provider³ to refuse to make a reasonable accommodation that a person with a disability may need in order to have equal opportunity to enjoy and use a dwelling.⁴ One common request housing providers receive is for a reasonable accommodation to providers' pet or no animal policies so that individuals with disabilities are permitted to use assistance animals in housing,⁵ including public and common use areas.

Assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities.⁶ There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a "support animal").⁷ An animal that does not qualify as a service animal or other type of assistance animal is a pet for purposes of the FHA and may be treated as a pet for purposes of the lease and the housing provider's rules and policies. A housing provider may exclude or charge a fee or deposit for pets in its discretion and subject to local law but not for service animals or other assistance animals.⁸

² This document is an integral part of U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity Notice FHEO-2020-01, dated January 28, 2020 (sometimes referred to as the "Assistance Animal Notice").

³ The term "housing provider" refers to any person or entity engaging in conduct covered by the FHA. Courts have applied the FHA to individuals, corporations, partnerships, associations, property owners, housing managers, homeowners and condominium associations, cooperatives, lenders, insurers, real estate agents, brokerage services, state and local governments, colleges and universities, as well as others involved in the provision of housing, residential lending, and other real estate-related services.

⁴ 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204. Unless otherwise specified, all citations refer to those authorities effective as of the date of the publication of this guidance.

⁵ For purposes of this guidance, the term "housing" refers to all housing covered by the Fair Housing Act, including apartments, condominiums, cooperatives, single family homes, nursing homes, assisted living facilities, group homes, domestic violence shelters, emergency shelters, homeless shelters, dormitories, and other types of housing covered by the FHA.

⁶ See 24 C.F.R. § 5.303(a).

⁷ Under the FHA, a disability is a physical or mental impairment that substantially limits one or more major life activities. See 24 C.F.R. § 100.201.

⁸ See Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act (“Joint Statement”), Q and A 11 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>; *Fair Hous. of the*

Dakotas, Inc. v. Goldmark Prop. Mgmt., 778 F. Supp. 2d 1028 (D.N.D. 2011). HUD views the Joint Statement as well-reasoned guidance on some of the topics addressed in this guidance. The Joint Statement, available to the public since 2004, has been cited from time to time by courts. See,

e.g., *Bhogaita v. Altamonte Heights Condo. Ass’n*, 765 F.3d 1277, 1286 (11th Cir. 2014); *Sinisgallo As of the date of the issuance of this guidance, FHA complaints concerning denial of reasonable accommodations and disability access comprise almost 60% of all FHA complaints and those involving requests for reasonable accommodations for assistance animals are significantly increasing. In fact, such complaints are one of the most common types of fair housing complaints that HUD receives. In addition, most HUD charges of discrimination against a housing provider following a full investigation involve the denial of a reasonable accommodation to a person who has a physical or mental disability that the housing provider cannot readily observe.*²

HUD is providing this guidance to help housing providers distinguish between a person with a nonobvious disability who has a legitimate need for an assistance animal and a person without a disability who simply wants to have a pet or avoid the costs and limitations imposed by housing providers’ pet policies, such as pet fees or deposits. The guidance may also help persons with a disability who request a reasonable accommodation to use an assistance animal in housing.

While most requests for reasonable accommodations involve one animal, requests sometimes involve more than one animal (for example, a person has a disability-related need for both animals, or two people living together each have a disability-related need for a separate assistance animal). The decision-making process in this guidance can be used for all requests for exceptions or modifications to housing providers’ rules, policies, practices, and/or procedures so persons with disabilities can have assistance animals in the housing where they reside.

This guidance is provided as a tool for housing providers and persons with a disability to use at their discretion and provides a set of best practices for addressing requests for reasonable accommodations to keep animals in housing where individuals with disabilities reside or seek to reside. It should be read together with HUD’s regulations prohibiting discrimination under the FHA¹⁰ —with which housing providers must comply— and the HUD/Department of Justice (DOJ) Joint Statement on Reasonable Accommodation under the Fair Housing Act, available at <https://www.hud.gov/sites/documents/huddojstatement.pdf>. A housing provider may also be

² See, *e.g.*, *HUD v. Castillo Condominium Ass’n*, No. 12-M-034-FH-9, 2014 HUD ALJ LEXIS 2 (HUD Sec’y, October 02, 2014) *aff’d*, 821 F.3d 92 (1st Cir. 2016); *HUD v. Riverbay*, No. 11-F052-FH-18, 2012 HUD ALJ LEXIS 15 (HUD ALJ, May 07, 2012), *aff’d*, 2012 ALJ LEXIS 19 (HUD Sec’y June 06, 2012). ¹⁰ 24 C.F.R. Part 100.

subject to the Americans with Disabilities Act (ADA) and therefore should also refer to DOJ's regulations implementing Title II and Title III of the ADA at 28 C.F.R. parts 35 and 36 , and DOJ's guidance on service animals, *Frequently Asked Questions about Service Animals and the ADA* at https://www.ada.gov/regs2010/service_animal_qa.html and *ADA Requirements: Service Animals* at https://www.ada.gov/service_animals_2010.htm. This guidance replaces HUD's prior guidance on housing providers' obligations regarding service animals and assistance animals.³

Housing

v. Town of Islip Hous. Auth., 865 F. Supp. 2d 307, 336-42 (E.D.N.Y. 2012). However, HUD does not intend to imply that the Joint Statement is independently binding statutory or regulatory authority. HUD understands it to be subject to applicable limitations on the use of guidance. See

"Treatment as a Guidance Document" on p.5 for a citation of authorities on permissible use of guidance.

providers should not reassess requests for reasonable accommodations that were granted prior to the issuance of this guidance in compliance with the FHA.

Treatment as a Guidance Document

As a guidance document, this document does not expand or alter housing providers' obligations under the Fair Housing Act or HUD's implementing regulations. It should be construed consistently with Executive Order 13891 of October 9, 2019 entitled "Promoting the Rule of Law Through

Improved Agency Guidance Documents," Executive Order 13892 of October 9, 2019 entitled "Promoting the Rule of Law Through Transparency and Fairness in Civil Administrative Enforcement and Adjudication," the Office of Management and Budget Memorandum M-20-02 entitled "Guidance Implementing Executive Order 13891, Titled 'Promoting the Rule of Law Through Improved Agency Guidance Documents,'" the Department of Justice Memorandum of January 25, 2018 entitled "Limiting Use of Agency Guidance Documents in Affirmative Civil Enforcement Cases," and the Department of Justice Memorandum of November 16, 2017 entitled "Prohibition on Improper Guidance Documents."

Part I: Service Animals

The FHA requires housing providers to modify or make exceptions to policies governing animals when it may be necessary to permit persons with disabilities to utilize animals.¹² Because HUD

³ FHEO-2013-01.

interprets the FHA to require access for individuals who use service animals, housing providers should initially follow the analysis that DOJ has determined is used for assessing whether an animal is a service animal under the ADA.¹³ The Department of Justice's ADA regulations generally require state and local governments and public accommodations to permit the use of service animals by an individual with a disability.¹⁴ For support animals and other assistance animals that may be necessary in housing, although the ADA does not provide for access, housing providers must comply with the FHA, which does provide for access.¹⁵

¹² 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204. See also Pet Ownership for the Elderly and Persons with Disabilities – Final Rule, 73 Fed. Reg. 63833 (Oct. 27, 2008).

¹³ 24 C.F.R. § 100.204(b).

¹⁴ 28 C.F.R. §§ 35.136(g); 36.302(c)(7).

¹⁵ Specifically, under the Fair Housing Act, housing providers are obligated to permit, as a reasonable accommodation, the use of animals that work, provide assistance, or perform tasks that benefit persons with disabilities, or provide emotional support to alleviate a symptom of effect of a disability. Separate regulations govern airlines and other common carriers, which are outside the scope of this guidance.

What is a service animal?

Under the ADA, "*service animal* means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability."¹⁶

As a best practice, housing providers may use the following questions to help them determine if an animal is a service animal under the ADA:¹⁷

1. Is the animal a dog?

- If “yes,” proceed to the next question.
- If “no,” the animal is not a service animal but may be another type of assistance animal for which a reasonable accommodation is needed.¹⁸ Proceed to Part II below.

2. Is it readily apparent that the dog is trained to do work or perform tasks for the benefit of an individual with a disability?

- If “yes,” further inquiries are unnecessary and inappropriate because the animal is a service animal.¹⁹
- If “no,” proceed to the next question.

It is *readily apparent* when the dog is observed:

- guiding an individual who is blind or has low vision
- pulling a wheelchair
- providing assistance with stability or balance to an individual with an observable mobility disability²⁰

3. It is advisable for the housing provider to limit its inquiries to the following two questions:

- The housing provider may ask in substance: (1) “Is the animal required because of a

¹⁶ 28 C.F.R. §§ 35.104; 36.104 (emphasis added).

¹⁷ 28 C.F.R. §§ 35.136; 36.302(c).

¹⁸ Although a miniature horse is not a service animal, DOJ has determined that the same type of analysis is applied to determine whether a miniature horse should be provided access, although additional considerations, beyond the scope of this guidance, apply. *See* 28 C.F.R. §§ 35.136(i); 36.302(c)(9).

¹⁹ 28 C.F.R. §§ 35.136(f); 36.302(c)(6).

²⁰ 28 C.F.R. §§ 35.136(f); 36.302(c)(6).

disability?” and (2) “What work or task has the animal been trained to perform?”²¹ Do not ask about the nature or extent of the person’s disability, and do not ask for documentation. A housing provider, at its discretion, may make the truth and accuracy of information provided during the process part of the representations made by the tenant under a lease or similar housing agreement to the extent that the lease or agreement requires the truth and accuracy of other material information.

- If the answer to question (1) is “yes” and work or a task is identified in response to question (2), grant the requested accommodation, if otherwise reasonable, because the animal qualifies as a service animal.
- If the answer to either question is “no” or “none,” the animal does not qualify as a service animal under federal law but may be a support animal or other type of assistance animal that needs to be accommodated. HUD offers guidance to housing providers on this in Part II.

Performing “work or tasks” means that the dog is trained to take a specific action when needed to assist the person with a disability. ○ If the individual identifies at least one action the dog is trained to take which is helpful to the disability other than emotional support, the dog should be considered a service animal and permitted in housing, including public and common use areas. Housing providers should not make further inquiries.

- If no specific work or task is identified, the dog should not be considered a service animal but may be another type of animal for which a reasonable accommodation may be required. Emotional support, comfort, well-being, and companionship are not a specific work or task for purposes of analysis under the ADA.

For more information, refer to the ADA rules and service animal guidance on DOJ’s ADA Home Page at www.ada.gov²² or call the ADA Information Line at 1-800-514-0301.

Part II: Analysis of reasonable accommodation requests under the Fair Housing Act for assistance animals other than service animals

A **reasonable accommodation** is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have equal opportunity to use and enjoy a dwelling, including public and common use spaces.

Remember: While it is not necessary to submit a written request or to use the words “reasonable accommodation,” “assistance animal,” or any other special words to request a reasonable accommodation under the FHA, persons making a request are encouraged to do so in order to avoid

²¹ 28 C.F.R. §§ 35.136(f); 36.302(c)(6).

²² See *Frequently Asked Questions About Service Animals and the ADA* at https://www.ada.gov/regs2010/service_animal_qa.html; *ADA Requirements: Service Animals* at https://www.ada.gov/service_animals_2010.htm.

miscommunication.⁴ Persons with disabilities may also want to keep a copy of their reasonable accommodation requests and supporting documentation in case there is a later dispute about when or whether a reasonable accommodation request was made. Likewise, housing providers may find it helpful to have a consistently maintained list of reasonable accommodation requests.²⁴

A resident may request a reasonable accommodation either before or after acquiring the assistance animal.²⁵ An accommodation also may be requested after a housing provider seeks to terminate the resident's lease or tenancy because of the animal's presence, although such timing may create an inference against good faith on the part of the person seeking a reasonable accommodation. However, under the FHA, a person with a disability may make a reasonable accommodation request at any time, and the housing provider must consider the reasonable accommodation request even if the resident made the request after bringing the animal into the housing.⁵

As a best practice, housing providers may use the following questions to help them make a decision when the animal does not meet the definition of service animal.⁶

4. Has the individual requested a reasonable accommodation — that is, asked to get or keep an animal in connection with a physical or mental impairment or disability?

Note: The request for a reasonable accommodation with respect to an assistance animal may be oral or written. It may be made by others on behalf of the individual, including a person legally residing in the unit with the requesting individual or a legal guardian or authorized

⁴ See Joint Statement, Q and A 12 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.
²⁴ See Joint Statement, Q and A 13 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.
²⁵ See Joint Statement, Q and A 12 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

⁵ See 24 C.F.R. § 100.204(a).

⁶ See *Janush v. Charities Hous. Dev. Corp.*, 169 F.Supp.2d 1133, 1136-37 (N.D. Cal., 2000) (rejecting an argument that a definition of “service dog” should be read into the Fair Housing Act to create a rule that accommodation of animals other than service dogs is per se unreasonable, instead finding that “the law imposes on defendants the obligation to consider each request individually and to grant requests that are reasonable.”).

representative.⁷

- If “yes,” proceed to Part III.
- If “no,” the housing provider is not required to grant a reasonable accommodation that has not been requested.

Part III: Criteria for assessing whether to grant the requested accommodation

As a best practice, housing providers may use the following questions to help them assess whether

to grant the requested accommodation.

5. Does the person have an observable disability or does the housing provider (or agent making the determination for the housing provider) already have information giving them reason to believe that the person has a disability?
 - If “yes,” skip to question #7 to determine if there is a connection between the person’s disability and the animal.
 - If “no,” continue to the next question.

Observable and Non-Observable Disabilities

Under the FHA, a disability is a physical or mental impairment that substantially limits one or more major life activities. While some impairments may seem invisible, others can be readily observed. Observable impairments include blindness or low vision, deafness or being hard of hearing, mobility limitations, and other types of impairments with observable symptoms or effects, such as intellectual impairments (including some types of autism), neurological impairments (*e.g.*, stroke, Parkinson’s disease, cerebral palsy, epilepsy, or brain injury), mental illness, or other diseases or conditions that affect major life activities or bodily functions.⁸ Observable impairments generally tend to be obvious and would not be

⁷ See Joint Statement, Q and A 12 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

⁸ See 24 C.F.R. § 100.201.
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reasonably attributable to non-medical causes by a lay person.

Certain impairments, however, especially including impairments that may form the basis for a request for an emotional support animal, may not be observable. In those instances, a housing provider may request information regarding both the disability and the disability-related need for the animal. Housing providers are not entitled to know an individual's diagnosis.

6. Has the person requesting the accommodation provided information that reasonably supports that the person seeking the accommodation has a disability?⁹

- If “yes,” proceed to question #7. A housing provider, at its discretion, may make the truth and accuracy of information provided during the process part of the representations made by the tenant under a lease or similar housing agreement to the extent that the lease or agreement requires the truth and accuracy of other material information.
- If “no,” the housing provider is not required to grant the accommodation unless this information is provided but may not deny the accommodation on the grounds that the person requesting the accommodation has not provided this information until the requester has been provided a reasonable opportunity to do so.¹⁰ To assist the person requesting the

accommodation to understand what information the housing provider is seeking, the housing provider is encouraged to direct the requester to the Guidance on Documenting an Individual's Need for Assistance Animals in Housing. Referring the requester to that Guidance will also help ensure that the housing provider receives the disability-related information that is actually needed to make a reasonable accommodation decision.

Information About Disability May Include . . .

- A determination of disability from a federal, state, or local government agency.
- Receipt of disability benefits or services (Social Security Disability Income (SSDI)), Medicare or Supplemental Security Income (SSI) for a person under age 65, veterans'

⁹ See Joint Statement, Q and A 17 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

¹⁰ This would not permit the housing provider to require any independent evaluation or diagnosis specifically obtained for the housing provider or for the housing provider to engage in its own direct

disability benefits, services from a vocational rehabilitation agency, or disability benefits or services from another federal, state, or local agency.

- Eligibility for housing assistance or a housing voucher received because of disability.
- Information confirming disability from a health care professional – *e.g.*, physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse.

Note that a determination that an individual does not qualify as having a disability for purposes of a benefit or other program does not necessarily mean the individual does not have a disability for purposes of the FHA, Section 504, or the ADA.³²

Disability Determination

Note that under DOJ's regulations implementing the ADA Amendments Act of 2008, which HUD considers instructive when determining whether a person has a disability under the FHA, some types of impairments will, in virtually all cases, be found to impose a substantial limitation on a major life activity resulting in a determination of a disability.¹¹ Examples include deafness, blindness, intellectual disabilities, partially or completely missing limbs or mobility impairments requiring the use of a wheelchair, autism, cancer, cerebral palsy, diabetes, epilepsy, muscular dystrophy, multiple sclerosis, Human Immunodeficiency Virus (HIV) infection, major depressive disorder, bipolar disorder, post-traumatic stress disorder, traumatic brain injury, obsessive compulsive disorder, and schizophrenia.¹² This does not mean that other conditions are not disabilities. It simply means that in virtually all cases these conditions will be covered as disabilities. While housing providers will be unable to observe or identify some of these impairments, individuals with disabilities sometimes voluntarily provide more details about their disability than the housing provider actually needs to make decisions on accommodation requests. When this information is provided, housing providers should consider it.

evaluation. See Joint Statement, Q and A 17-18 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.³²

See Joint Statement, Q and A 18 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

¹¹ See 28 C.F.R. §§ 35.108(d)(2); 36.105(d)(2).

¹² See 28 C.F.R. §§ 35.108(d)(2)(iii); 36.105(d)(2)(iii).

Documentation from the Internet

Some websites sell certificates, registrations, and licensing documents for assistance animals to anyone who answers certain questions or participates in a short interview and pays a fee. Under the Fair Housing Act, a housing provider may request reliable documentation when an individual requesting a reasonable accommodation has a disability and disability-related need for an accommodation that are not obvious or otherwise known.¹³ In HUD's experience, such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal.

By contrast, many legitimate, licensed health care professionals deliver services remotely, including over the internet. One reliable form of documentation is a note from a person's health care professional that confirms a person's disability and/or need for an animal when the provider has personal knowledge of the individual.

7. Has the person requesting the accommodation provided information which reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability?¹⁴
- If "yes," proceed to Part IV. A housing provider, at its discretion, may make the truth and accuracy of information provided during the process part of the representations made by the tenant under a lease or similar housing agreement to the extent that the lease or agreement requires the truth and accuracy of other material information.
 - If "no," the housing provider is not required to grant the accommodation unless this information is provided but may not deny the accommodation on the grounds that the person requesting the accommodation has not provided this information until the requester has been provided a reasonable opportunity to do so. To assist the person requesting the accommodation to understand what information the housing provider is seeking, the housing provider is encouraged to direct the requester to the Guidance on Documenting an Individual's Need for Assistance Animals in Housing. Referring the requester to that Guidance will also help ensure that the housing provider receives the

¹³ See Joint Statement, Q and A 18 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

¹⁴ See *Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt.*, 778 F. Supp. 2d 1028 (D.N.D. 2011) (determining that, in housing, a broader variety of assistance animals may be necessary as a reasonable accommodation, regardless of specific training).

disability-related information that is actually needed to make a reasonable accommodation decision.

Information Confirming Disability-Related Need for an Assistance Animal. . .

- Reasonably supporting information often consists of information from a licensed health care professional – *e.g.*, physician, optometrist, psychiatrist, psychologist, physician’s assistant, nurse practitioner, or nurse – general to the condition but specific as to the individual with a disability and the assistance or therapeutic emotional support provided by the animal.
- A relationship or connection between the disability and the need for the assistance animal must be provided. This is particularly the case where the disability is non-observable, and/or the animal provides therapeutic emotional support.
- For non-observable disabilities and animals that provide therapeutic emotional support, a housing provider may ask for information that is consistent with that identified in the Guidance on Documenting an Individual’s Need for Assistance Animals in Housing (*see Questions 6 and 7) in order to conduct an individualized assessment of whether it must provide the accommodation under the Fair Housing Act. The lack of such documentation in many cases may be reasonable grounds for denying a requested accommodation.

Part IV: Type of Animal

8. Is the animal commonly kept in households?

- If “yes,” the reasonable accommodation should be provided under the FHA unless the general exceptions described below exist.¹⁵

¹⁵ See, *e.g.*, *Majors v. Hous. Auth. of the Cnty. of DeKalb Georgia*, 652 F.2d 454, 457 (5th Cir. 1981) (enforcing a “no pets” rule against an individual with a disability who needs an animal as a reasonable accommodation effectively deprives the individual of the benefits of the housing).³⁸ See 24 C.F.R. § 100.204(a).

- If “no,” a reasonable accommodation need not be provided, but note the very rare circumstances described below.

Animals commonly kept in households. If the animal is a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes, then the reasonable accommodation should be granted because the requestor has provided information confirming that there is a disability-related need for the animal.³⁸ For purposes of this assessment, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

Unique animals. If the individual is requesting to keep a unique type of animal that is not commonly kept in households as described above, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal. The individual is encouraged to submit documentation from a health care professional confirming the need for this animal, which includes information of the type set out in the Guidance on Documenting an Individual's Need for Assistance Animals in Housing. While this guidance

does not establish any type of new documentary threshold, the lack of such documentation in many cases may be reasonable grounds for denying a requested accommodation. If the housing provider enforces a “no pets” policy or a policy prohibiting the type of animal the individual seeks to have, the housing provider may take reasonable steps to enforce the policy if the requester obtains the animal before submitting reliable documentation from a health care provider that reasonably supports the requestor's disability-related need for the animal. As a best practice, the housing provider should make a determination promptly, generally within 10 days of receiving documentation.¹⁶

¹⁶ See Joint Statement, Q and A 15 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.
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Reasonable accommodations may be necessary when the need for a unique animal involves unique circumstances ...

Examples:

- The animal is individually trained to do work or perform tasks that cannot be performed by a dog.
- Information from a health care professional confirms that:
 - Allergies prevent the person from using a dog; or
 - Without the animal, the symptoms or effects of the person's disability will be significantly increased.
- The individual seeks to keep the animal outdoors at a house with a fenced yard where the animal can be appropriately maintained.

Example: A Unique Type of Support Animal

An individually trained capuchin monkey performs tasks for a person with paralysis caused by a spinal cord injury. The monkey has been trained to retrieve a bottle of water from the refrigerator, unscrew the cap, insert a straw, and place the bottle in a holder so the individual can get a drink of water. The monkey is also trained to switch lights on and off and retrieve requested items from inside cabinets. The individual has a disability-related need for this specific type of animal because the monkey can use its hands to perform manual tasks that a service dog cannot perform.

Part V: General Considerations

- The FHA does not require a dwelling to be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.¹⁷ A housing provider may, therefore, refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through actions the individual takes to maintain or control the animal (e.g., keeping the

¹⁷ See 24 C.F.R. § 100.202(d).
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animal in a secure enclosure).¹⁸

- A reasonable accommodation may include a reasonable accommodation to a land use and zoning law, Homeowners Association (HOA) rule, or co-op rule.¹⁹
- A housing provider may not charge a fee for processing a reasonable accommodation request.²⁰
- Pet rules do not apply to service animals and support animals. Thus, housing providers may not limit the breed or size of a dog used as a service animal or support animal just because of the size or breed²¹ but can, as noted, limit based on specific issues with the animal's conduct because it poses a direct threat or a fundamental alteration.²²
- A housing provider may not charge a deposit, fee, or surcharge for an assistance animal. A housing provider, however, may charge a tenant for damage an assistance animal causes if it is the provider's usual practice to charge for damage caused by tenants (or deduct it from the standard security deposits imposed on all tenants).
- A person with a disability is responsible for feeding, maintaining, providing veterinary care, and controlling his or her assistance animal. The individual may do this on his or her own or with the assistance of family, friends, volunteers, or service providers.
- Individuals with disabilities and housing providers may reference the best practices provided in this guidance in making and responding to reasonable accommodation requests within the scope of this guidance for as long as it remains in effect. HUD strongly encourages individuals with disabilities and housing providers to give careful attention to this guidance when making reasonable accommodation requests and decisions relating to animals.
- Failure to adhere to this guidance does not necessarily constitute a violation by housing providers of the FHA or regulations promulgated thereunder.²³
- Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the housing provider is encouraged to engage in a good-faith dialogue with the requestor called the

¹⁸ See Joint Statement Q and A 4 (May 17, 2004), at

<https://www.hud.gov/sites/documents/huddojstatement.pdf>.

¹⁹ See *Warren v. Delvista Towers Condo. Ass'n*, 49 F. Supp. 3d 1082 (S.D. Fla. 2014).

²⁰ See Joint Statement, Q and A 11 (May 17, 2004), at

<https://www.hud.gov/sites/documents/huddojstatement.pdf>; *Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt.*, 778 F. Supp. 2d 1028 (D.N.D. 2011).

²¹ See, e.g., *Bhogaita v. Altamonte Heights Condo. Ass'n*, 765 F.3d 1277 (11th Cir. 2014) (reasonable accommodation to a housing provider's rule that all dogs must be under 25 pounds).

²² See 24 C.F.R. § 100.202(d); Joint Statement, Q and A's 5 & 7 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

²³ See "Treatment as a Guidance Document" on p.5 for a citation of authorities on permissible use of guidance.

“interactive process.”²⁴ The housing provider may not insist on specific types of evidence if the information which is provided or actually known to the housing provider meets the requirements of this guidance (except as provided above). Disclosure of details about the diagnosis or severity of a disability or medical records or a medical examination cannot be required.

If a reasonable accommodation request, provided under the framework of this guidance, is denied because it would impose a fundamental alteration to the nature of the provider's operations or impose an undue financial and administrative burden, the housing provider should engage in the interactive process to discuss whether an alternative accommodation may be effective in meeting the individual's disability-related needs.²⁵

Guidance on Documenting an Individual's Need for Assistance Animals in Housing

This section provides best practices for documenting an individual's need for assistance animals in housing. It offers a summary of information that a housing provider may need to know from a health care professional about an individual's need for an assistance animal in housing. It is intended to help individuals with disabilities explain to their health care professionals the type of information that housing providers may need to help them make sometimes difficult legal decisions under fair housing laws. It also will help an individual with a disability and their health care provider understand what information may be needed to support an accommodation request when the disability or disability-related need for an accommodation is not readily observable or known by the housing provider. Housing providers may not require a health care professional to use a specific form (including this document), to provide notarized statements, to make statements under penalty of perjury, or to provide an individual's diagnosis or other detailed information about a person's physical or mental impairments.²⁶ Housing providers and

²⁴ See Joint Statement, Q and A 7 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

²⁵ For guidance on what constitutes a fundamental alteration or an undue financial and administrative burden, refer to the HUD/DOJ Joint Statement on Reasonable Accommodation under the Fair Housing Act, available at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

²⁶ See Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act (“Joint Statement”), Q and A’s 13, 16-18 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.⁵⁰ This guidance does not expand on the obligations under the FHA or HUD’s regulations and should be construed consistently with Executive Order 13891 of October 9, 2019 entitled “Promoting the Rule of Law Through Improved Agency Guidance Documents,” Executive Order 13892 of October 9, 2019 entitled “Promoting the Rule of Law Through Transparency and Fairness in Civil Administrative Enforcement and Adjudication,” the Department of Justice Memorandum of January 25, 2018 entitled “Limiting Use of Agency Guidance Documents in Affirmative Civil Policy & Procedure Manual

the U.S. Department of Housing and Urban Development rely on professionals to provide accurate information to the best of their personal knowledge, consistent with their professional obligations. This document only provides assistance on the type of information that may be needed under the Fair Housing Act (FHA). The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies. Further, this document does not create any obligation to provide health-care information and does not authorize or solicit the collection of any information not otherwise permitted by the FHA.⁵⁰

The Appendix to this Guide answers some commonly asked questions about terms and issues below. An understanding of the terms and issues is helpful to providing this information.

When providing this information, health care professionals should use personal knowledge of their patient/client – *i.e.*, the knowledge used to diagnose, advise, counsel, treat, or provide health care or other disability-related services to their patient/client. **Information relating to an individual’s disability and health conditions must be kept confidential and cannot be shared with other**

persons unless the information is needed for evaluating whether to grant or deny a reasonable accommodation request or unless disclosure is required by law.⁵¹

As a best practice, documentation contemplated in certain circumstances by the Assistance Animals Guidance is recommended to include the following general information:

- The patient’s name,
- Whether the health care professional has a professional relationship with that patient/client involving the provision of health care or disability-related services, and
- The type of animal(s) for which the reasonable accommodation is sought (*i.e.*, dog, cat, bird, rabbit, hamster, gerbil, other rodent, fish, turtle, other specified type of domesticated animal, or other specified unique animal).⁵²

Disability-related information. A disability for purposes of fair housing laws exists when a person

Enforcement Cases,” and the Department of Justice Memorandum of November 16, 2017 entitled “Prohibition on Improper Guidance Documents.”
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has a physical or mental impairment that substantially limits one or more major life activities.⁵³ Addiction caused by current, illegal use of a controlled substance does not qualify as a disability.⁵⁴ As a best practice, it is recommended that individuals seeking reasonable accommodations for support animals ask health care professionals to provide information related to the following:

- Whether the patient has a physical or mental impairment,
- Whether the patient's impairment(s) substantially limit at least one major life activity or major bodily function, and
- Whether the patient needs the animal(s) (because it does work, provides assistance, or performs at least one task that benefits the patient because of his or her disability, or because it provides therapeutic emotional support to alleviate a symptom or effect of the disability of the patient/client, and not merely as a pet).

Additionally, if the animal is not a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes, it may be helpful for patients to ask health care professionals to provide the following additional information:

- The date of the last consultation with the patient,
- Any unique circumstances justifying the patient's need for the particular animal (if already owned or identified by the individual) or particular type of animal(s), and
- Whether the health care professional has reliable information about this specific animal or

⁵¹ See Joint Statement, Q and A 18 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>.

⁵² See, e.g., *Janush v. Charities Housing Development Corporation*, 169 F.Supp.2d 1133, 1136-37 (N.D. Cal. 2000) (rejecting an argument that a definition of "service dog" should be read into the Fair Housing Act to create a rule that accommodation of animals other than service dogs is per se unreasonable, finding that "the law imposes on defendants the obligation to consider each request individually and to grant requests that are reasonable.").

⁵³ 24 C.F.R. § 100.201.

⁵⁴ 24 C.F.R. § 100.201.

whether they specifically recommended this type of animal.

It is also recommended that the health care professional sign and date any documentation provided and provide contact information and any professional licensing information.

Appendix

What are assistance animals?

Assistance animals do work, perform tasks, provide assistance, or provide emotional support for a person with a physical or mental impairment that substantially limits at least one major life activity or bodily function.²⁷

What are physical or mental impairments?

Physical or mental impairments include: any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability; or

Diseases and conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.²⁸

What are major life activities or major bodily functions?

They are: seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, and working.²⁹

Other impairments – based on specific facts in individual cases -- may also substantially limit at least one major life activity or bodily function.³⁰

What are Some Examples of Work, Tasks, Assistance, and Emotional Support?

Some examples of work and tasks that are commonly performed by service dogs include³¹:

²⁷ See 24 C.F.R. §§ 5.303; 960.705.

²⁸ See 24 C.F.R. § 100.201.

²⁹ See 24 C.F.R. § 100.201(b).

³⁰ See 24 C.F.R. § 100.201.

³¹ See 28 C.F.R. §§ 35.136(f); 36.302(c)(6).

- Assisting individuals who are blind or have low vision with navigation and other tasks,
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds,
- Providing non-violent protection or rescue work,
- Pulling a wheelchair,
- Alerting a person with epilepsy to an upcoming seizure and assisting the individual during the seizure,
- Alerting individuals to the presence of allergens,
- Retrieving the telephone or summoning emergency assistance, or
- Providing physical support and assistance with balance and stability to individuals with mobility disabilities.

Some other examples of work, tasks or other types of assistance provided by animals include:³²

- Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors,
- Reminding a person with mental illness to take prescribed medication,
- Alerting a person with diabetes when blood sugar is high or low,
- Taking an action to calm a person with post-traumatic stress disorder (PTSD) during an anxiety attack,
- Assisting the person in dealing with disability-related stress or pain,
- Assisting a person with mental illness to leave the isolation of home or to interact with others,
- Enabling a person to deal with the symptoms or effects of major depression by providing a reason to live, or
- Providing emotional support that alleviates at least one identified symptom or effect of a physical or mental impairment.

What are examples of a patient's need for a unique animal or unique circumstances?³³

- The animal is individually trained to do work or perform tasks that cannot be performed by a dog.
- Information from a health care professional confirms that:
 - o Allergies prevent the person from using a dog, or

³² See, e.g., *Majors v. Housing Authority of the County of DeKalb Georgia*, 652 F.2d 454, 457 (5th Cir. 1981); *Janush*, 169 F.Supp.2d at 1136-37.

³³ See, e.g., *Anderson v. City of Blue Ash*, 798 F.3d 338, 360-63 (6th Cir. 2015) (seeking a reasonable accommodation to keep a miniature horse as an assistance animal).

- o Without the animal, the symptoms or effects of the person's disability will be significantly increased.
 - The individual seeks a reasonable accommodation to a land use and zoning law, Homeowners Association (HOA) rule, or condominium or co-op rule.
 - The individual seeks to keep the animal outdoors at a house with a fenced yard where the animal can be appropriately maintained.
-

ADDENDUM 6: Neighborhood Contact Form

Prepared for: **Newcap**
Bob Detrick
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1201 Main Street
Oconto, WI 54153

932 Cherry Street – Feasibility Narrative

August 2nd, 2021

Project Introduction

This narrative will focus on the project feasibility of the renovation and re-purposing proposal for property at 932 Cherry Street.

Newcap, (Northeast Wisconsin Community Action Program) is a regional non-profit organization rooted in an anti-poverty mission and founded in 1973. The organization runs 36 programs dealing with crisis, providing stability, setting up success, and improving the community. Newcap owns and operates units of housing throughout a 10 county area, and provides responsible, community minded housing options for people of various specialized needs throughout the region.

The **932 Cherry Street** property contains a building that was built as a single family residence, but currently houses a non-profit office space. The two story facility contains approximately 2,400sf of occupied space above ground. The site is located on the corner of Webster Ave, and Cherry Street, in an established residential neighborhood that is in the process of new housing investment with the development of town homes and apartment conversions of a neighboring historic school building. The centralized location near schools and services makes this an attractive location for a number of uses.

Newcap is proposing that the **932 Cherry Street** property be converted into a shelter for transient housing of teens or young adults facing crisis or challenges.

City of Green Bay Conditional Use Permit Process (CUP)

The project is located in what is classified as an OR mixed-use zone. As the proposed use by Newcap is considered a congregate living use (per Sec.44-1581 of the Green Bay Municipal Code), it falls outside the allowable uses of the OR zoning allowance this district. It does fall into a conditional use category. The conditional use category requires a review and approval process by the City of Green Bay, prior to any level of advancement in the entitlement process. The CUP process requires a formal application submission and a formal review by City Staff and approval by the Green Bay Plan Commission, specifically as the project relates to the question of appropriate Land Use for the proposal at hand.

The CUP submission is comprised of two major components. The first is the operational/programmatic statement. This is a description of the intended use of the property as it relates to ongoing management. Newcap has prepared this component with the CUP application. This document represents the second component of the submission, speaking officially to the feasibility of the facility and project site as they related to applicable codes and standards of the City of Green Bay.

Proposal Narrative References

This report features the following applicable codes.

- City of Green Bay Municipal Code
 - Zoning Code (Green Bay Municipal Code Chapter 44 Zoning Code
 - Article XVI Green Bay Land Use Development Standards
 - Building Codes (Green Bay Municipal Code Chapter 8 Buildings and Construction)
 - Article II – Building Code
 - Adopted Codes
 - Wisconsin State Commercial Building Code
 - 2015 IBC (International Building Code)
 - 2015 IEBC (International Existing Building Code)
 - 2015 IFC (International Fire Code)
 - 2010 ADA Federal Guidance (American Disabilities Act)

Land Use Standards

Use Appropriateness Context

As part of the conditional use requirement, City Staff and Planning Commissioners are asked to consider the appropriateness of the site as it relates to the proposed use in context to adjacent uses and what the capacities are of the existing site and or proposed facility. First we must understand what the use of the facility shall be defined from a municipal code point of view:

Although the function of the facility will be considered a "Transient Boarding House" per the International Building Code, the City of Green Bay regulates congregate housing as defined by the definition of "Dormitory"

City of Green Bay Municipal Code, Article III, Division 2 (definitions) Section 44-250 Land Use Definitions. Under "Multiple Family Dwelling" (2) Congregate Living Uses

44-1581. Congregate Living Uses. (a)(4) Room/boarding House, (b)(8) Community Living Arrangement, (c)(4) Frat/sorority house, (f)(5) Nursing Home/Assisted living. All "may be considered a dormitory as defined and regulated within the Municipal Code"

Dormitory means a communal-type living arrangement of four or more persons not related by blood, adoption, or marriage who share common sleeping areas, kitchen, bath, or restroom facilities. This definition includes, but is not limited to, shelter facilities, educational facility housing, rooming houses, boarding houses or lodging houses, community living arrangements, community-based residential facilities, migrant housing, seminary, or similar institution.

The proposed use of this location as residential facility echo's back to its original construction as a single family home. The building is a fixture on the prominent corner site, therefore the existing facility is already is contextually appropriate as a building type with appropriate scale at this location. As it is surrounded by other residential and mixed-use properties, the proposed use of the facility as a shelter is equally compatible when considering adjacent uses and suggests a level of favorably.

Adding to this favorable assessment is the centrally located position of the property where a hub of social services and supportive organizations is focused. The location provides access to resources and support facilities that are crucial for the facility residents. The general walk-ability and access to transit in the area is ideal for families and residents who may be undergoing crisis or transition, and may face mobility challenges. There is nearby access to Green Bay East High School as well as Washington Middle School. This location would be extremely favorable and advantageous to the population served by this facility, particularly teens and young adults in need.

Land Development Standards

Additional regulatory requirements of the "Dormitory" classification

Green Bay Municipal Code, Article XVI Land Use Development Standards Section 44-1581 Congregate Living Uses

(c) Dormitory in all districts.

(1) On-site services shall be for residents of the facility only.

(2) The maximum number of persons occupying the building shall not exceed four per bedroom with 50 square feet of sleeping area per resident, except that more than four individuals may be allowed per room if all said individuals are related by blood, marriage, or adoption. Rooms shall consist of enclosed places having walls that extend from the ceiling to the floor and an entry door.

(3) One bath and restroom facility for every eight individuals residing in the dormitory. The bath and restroom facility shall be located so that no individual is required to pass through a sleeping room other than their own in order to access the bath and restroom facility.

(4) One kitchen and dining area for every ten individuals residing in the dormitory.

(5) One laundry facility consisting of a minimum of one clothes washer, one clothes dryer, and a washbasin for every ten individuals residing in the dormitory.

(6) One common use area/lounge of at least 600 square feet in size for relaxation and recreation of the occupants for every ten individuals residing in the dormitory.

(7) If the dormitory use ceases for a period of 12 months or more, the conditional use approval will no longer be in effect. If construction and occupancy has not been completed and established within 12 months of the date of approval, the conditional use status of the property shall no longer be in effect. In the event of a natural disaster or emergency situation, as determined by the City of Green Bay, these regulations may be suspended for a term of not more than 12 months.

The proposal by Newcap is to convert the existing building, now a non-profit office, back into a residential facility. However, instead of a single family residence, the new proposed use is a temporary home for teens and young adults. Newcap expects the occupant capacity to be served at 10 residents, with a management staffer. The existing home contains a kitchen, and an open living area. It also has bedrooms both upstairs and at the main level.

As the proposal is an adaptive reuse of an existing building, there are a number of challenges that may exist within the existing conditions of the building that will require specific building upgrades and renovations. These adaptations will be covered during a later building code review process with City officials. Additionally, Newcap may approach the City of Green Bay at a future date, for consideration of exceptions to the Dormitory requirement as physical constraints of the existing facility or budgetary limitations may constrain the ability to follow a strictly defined standard of the "Dormitory" label. Reasonable asks to modify aspects of the dormitory requirement may be requested.

Zoning Code Standards

Another aspect for the CUP process is a site plan consideration.

Green Bay Municipal Code, Chapter 44 Zoning, Article II. Administration, Division 2 Green Bay Planning Commission, sec 44-83 Conditional Uses part (e) Standards items 1-7

Generally speaking, the proposal as presented, offers no evident concerns to meet site standards that are listed in the Code. The following conditions will be reviewed with the Green Bay City Staff as the entitlement process continues.

- *Off-street parking facilities to be consistent with Zoning Code requirements, based on occupant loads and use changes.*
- *Facility or site modifications will not be injurious to the use of other property or diminish or impair property values within the surrounding neighborhood.*

Building Code Standards

Although the Planning Commission does not carry the power to administer specific building code enforcement, a part of the CUP approval consideration is to understand the capacity and appropriateness of the existing facility and land use to with the proposal.

The existing facility located at **932 Cherry Street** will require a level of renovation to adapt the facility to a new use. The Building Codes provided by the City of Green Bay, and it's adoption of the Wisconsin State Commercial Code as well as associated International Building Codes, including guidance for ADA accessibility guidelines, will determine the scope of these renovations.

Use and Occupancy

Per International Building Code (IBC) Chapter 3 Use and Occupancy Section 310.4

For this proposal our use changes from Office to Residential. Our Occupancy is considered R-3 based on the new residential-use catering to 10 or less "transient" residents. (*Boarding House / Transient*)

Fire Protection

Per International Building Code (IBC) Chapter 9 Fire Protection Systems Section (F) 903.2.8 Group R

- *An automatic sprinkler system in accordance with Section 903.3 shall be provided throughout all buildings with Group R fire area*

The type of Sprinkler System required by R-3 use, based on occupancy, will most likely be of the NFPA-13D standard – but this must be confirmed with the local Green Bay Fire Marshall as a matter of design approvals/permits.

Egress and Accessibility

Per International Building Code (IBC) Chapter 10 Means of Egress

Occupant loading of the facility will be effected by egress capabilities.

Per American for Disabilities Act 2010 Standards for Accessible

ADA egress path or guidelines for accessibility, inclusive of commons area bathrooms (with accessible showers).

SUMMARY

The property located at **932 Cherry Street** is a stately contributor to the neighborhood building stock. The home has a long history as a prominent presence on the Corner of Webster and Cherry Street, in the heart of East Green Bay. Over the years, it has been utilized for both residential and non-residential uses. The Newcap proposal is simply another appropriate and fitting use for this facility that will spark renovations and improvements that will extend the functional use and longevity of the house. The proposed use will also be well served in a residential centrist neighborhood. The area has an excellent access resources, amenities, and transit options that will support residents at this well-matched location.

The existing building does require a level of code updates and improvements to meet requirements with the new proposed use. Upon completion of the building renovation, this use will not only be feasible on this site, it will be positioned to offer a positive service to the community.

NEXT STEPS

A move forward with the CUP approval will allow Newcap to move forward in its design and planning processes. These processes will include City officials collaborating with Newcap to determine what specific improvements will be implemented to the building and the site to meet or exceed expectations of the City of Green Bay and the terms of the conditional use approval.

Respectfully Submitted,



Christopher Max Naumann; AIA, ALA, NCARB
President
Christopher Max Design & Development LLC.

8/4/2021



Department of Police

James L. Runge
Chief of Police

June 28, 2021

William Peters, Neighborhood Development Specialist
City of Green Bay
Department of Community and Economic Development
100 N Jefferson Street # 608
Green Bay, WI 54301-5026

Dear Mr. Peters,

The Green Bay Police Department is writing a letter of support to Newcap in support of both their short-term housing projects for families and for youth. Both projects are short-term housing facilities. These two facilities offer a variety of supportive services to families and youth (under the age of 18) within our community. These facilities will help keep the homeless populations off the streets and provide them a safe place to sleep at night. Both programs fill much needed gaps within our city.

The (CABA) Center for Advocating, Believing, and Achieving fills a gap in homeless services within our city and will provide safe and stable short-term housing for families. The proposed location for this facility is 315 S. Jefferson Street Green Bay, WI. Currently this short-term housing is needed. Newcap reports eight families are housed and 32 on the wait list that are not eligible anywhere else. The program is in a temporary facility now and needs to relocate to the S. Jefferson site.

The Center for Youth will provide short-term housing for youth under the age of 18 within our city while working on family reunification and/or finding alternate housing and provide supportive services and referrals to other area resources. The proposed location for this facility is 932 Cherry Street Green Bay, WI. The project will be able to serve 6-8 youth at a time.

Thank you for your time and consideration in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "James L. Runge".
Chief James Runge
Green Bay Police Department

6/30/2021

William Peters, Neighborhood Development Specialist
City of Green Bay/Department of Community and Economic Development
100 N Jefferson St, 608
Green Bay, WI 54301-5026



Dear William,

The Wisconsin Association for Homeless and Runaway Services is happy to provide this letter of support of Newcap's Center for Youth in the City of Green Bay. This Center will serve unaccompanied youth under 18 years of age that are not eligible in any other facility in the community. As members of WAHRS, Newcap and the proposed shelter will collaborate with the other shelter service providers in the area of Green Bay and the surrounding communities. These services include those provided by: House of Hope, a licensed sheltercare facility that provides voluntary and court ordered shelter and services to female unaccompanied youth in the Green Bay area, as well as Boys & Girls Clubs of the Fox Valley in Appleton and Menasha, Foundations Health and Wholeness in Green Bay and Sheboygan, and Family Services of Northeast Wisconsin, all of whom currently provide shelter through voluntary placements in licensed foster homes. Despite collaboration and mutual referral among these agencies, we find that the options for voluntary shelter are not sufficient to meet the need for services in Green Bay and the surrounding communities, especially among runaway and homeless youth who are male and for whom host homes/licensed foster homes are not the best option.

The Center will provide crisis care to runaway and homeless youth not already receiving services from child welfare or juvenile systems. Center staff will work to establish and strengthen community-based programs that meet the immediate needs of runaway and homeless youth and their families. The Center will provide short-term housing, food, and clothing. Newcap's Community Health Clinic will provide mental health counseling and therapy and will have clinic hours provided at the shelter, as needed. The Center will be able to provide up to 21 days of housing for up to 6 youth and work toward reunification if possible. They will locate alternative placements, when appropriate. Center staff can also provide out-of-shelter services, including street outreach, family support, and referral to short-term housing. These facilities offer a range of needed, supportive services to youth (under the age of 18) within our community.

The Center for Youth will provide short-term housing for youth under the age of 18 within the city, while working on family reunification and/or finding alternate housing and provide supportive services and referrals to other area resources. This addresses a current gap in homeless services within Green Bay and will provide safe and stable short-term housing for unaccompanied youth.

If I may be of further assistance regarding this matter, please do not hesitate to contact me by email or at (608) 239-5430.

Sincerely,

Joli Guenther
Executive Director
(608) 239-5430/joli@guentherhome.com



1201 Main Street, Oconto, WI 54153

920.834.4621

Newcap.org

William Peters, Neighborhood Development Specialist
City of Green Bay
Department of Community and Economic Development
100 N Jefferson St, 608
Green Bay, WI 54301-5026

Dear William,

Please accept this letter as our formal request for assistance in the purchase of two properties located in the City of Green Bay. The properties are located at 315 S Jefferson Street and 923 Cherry Street. These properties would be used as 24/7 short-term housing facilities that would provide shelter for two very vulnerable populations.

315 S Jefferson Street will be used as a short-term housing/shelter facility and will serve approximately 10-12 families that are not being served by the other shelters in the City. This project is called the Center for Advocating, Believing, and Achieving (CABA). There are currently two other family shelters in the City of Green Bay. One only serves the traditional family and the other one serves young parents and their children. This shelter would be used to fill the gap. This shelter will be staffed 24 hours per day and will offer a vast array of supportive services to families that reside there. These services will be structured in a way that will assist families in finding alternative housing as soon as they are able. A full-time Family-Centered Coach will be available 40 hours per week to help these families work toward their dreams while also working on housing stability. This facility will be able to help isolate families that may have contracted COVID-19 or been in contact with someone that test positive for COVID-19. The asking price for this building is \$134,900 plus closing costs of approximately \$2,000.

923 Cherry Street will be used as a short-term housing facility for youth under the age of 18. This facility will be staffed 24/7 and residents will not have to leave during the day time hours. There will also be a drop-in center for youth to be at during the day. This facility is called the Center for Youth. This shelter received funding from DEHCR for rehabilitation, staffing and operations so we are looking for funds to purchase the facility. This facility will take all youth under the age of 18 no matter the situation. The Wisconsin Association for Homeless and Runaway Services is supporting Newcap in this venture and has included the project in their Basic Center Funding Grant for 2021-2022. The purchase price for this facility is \$139,900 plus closing cost of approximately \$2,000. A Youth Case Managers will be on staff 40 hours per week do assist youth with family reunification or locating alternate housing. Youth are allowed to reside at the shelter up to 21 days but extension can be allowed on a case-by-case basis. This shelter is helping to close a gap in service in this community.

The funding that the City of Green Bay has available will make these projects possible and help in closing the gaps in services to end homelessness within the City. Newcap is currently housing families at a facility within the county. This facility can only house 8 families at one time and has been full since May 2021. There are currently 32 families on the CABA waitlist looking for housing. Also, the Safe Parking Project is averaging 10-12 cars per night. This new facility will help close the gap further and will not have these households on the streets during the daytime hours. The City funding will make a huge impact on the homeless and runaway youth in the community and will allow youth the opportunity of a safe place to sleep while working on other barriers.

Please let me know if you have any questions regarding this request.

Respectfully,

Cheryl Detrick
President & CEO

Advocating. Believing. Achieving.



Report to the Green Bay Plan Commission

MEETING DATE

August 17, 2021

PREPARED BY

David Buck, Staff

AGENDA ITEM # O.6

To hold over the review of updates to Article XVIII. Off-Street Parking, Drives, and Loading, Green Bay Municipal Code.

BACKGROUND

Reason for Request: Review and potential amendments to “newly” adopted code.

*** This item was held over from the Plan Commission meeting of July 26, 2021, to allow staff the opportunity to gather information associated with amendment numbers 6 & 7 of the attached summary.**

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan does not provide specific guidance regarding particular text amendments. However, the principles contained within the comprehensive plan are what guide the regulations.

Analysis: The Off-Street Parking, Drives, and Loading section of the Zoning Ordinance was repealed and recreated in September 2019. As is common with code updates, a review is conducted following implementation to examine how it is performing and determine if any amendments are necessary.

The parking code has been reviewed by Community and Economic Development staff (Planning, Economic Development, Enforcement, Housing/Zoning, Neighborhoods) as well as the Department of Public Works/Engineering, which included extensive review by the City’s traffic engineer. In general, it is performing very well. However, staff determined that fourteen amendments would be appropriate. Of the fourteen potential amendments, eleven had no controversy, two are supported, staff felt it would be beneficial for more thorough discussion by the Commission, and one is contested.

Attached to this report please find a draft parking code summary of amendments and draft Article XVIII. Off-Street Parking, Drives, and Loading with “track changes (colored text: red strikethrough text is to be removed and red underlined text are regulations that have been augmented and/or revised from their current status.

*** The July 26th meeting on this item was addressed much like a workshop and included a public hearing. Twelve of the fourteen proposed amendments appeared to receive Plan Commission endorsement. The Commission requested additional information on items 6 and 7, (of the attached summary) including an example of pre- and post-amendment development and formalized code language/text that includes flexibility or “relief”/appeal process. These items will be presented at the meeting.**

RECOMMENDATION

Staff recommends approval of the proposed amendments to Article XVIII. Off-Street Parking, Drives, and

Loading, Green Bay Municipal Code with the inclusion of Plan Commission determination on Items 6 & 7.

FISCAL IMPACT

ATTACHMENTS

1. Chapter 44-1700 Off-Street Parking & Circulation_draft changes 7.13.21
2. Summary of Amendments 8.3.21
3. Memo from traffic functional area intersection Plan Commission 210726

ARTICLE XVIII. OFF-STREET PARKING, DRIVES, AND LOADING

DIVISION 1. GENERAL PROVISIONS

Sec. 44-1689. Purpose.

Access, parking and loading facility regulations are established to alleviate or prevent congestion of the public right-of-way, provide for the parking and loading needs of uses and structures, and enhance the compatibility between parking and loading areas and their surroundings. Parking facilities include but are not limited to all driveways, drive aisles, parking spaces, loading areas, and other items associated with access to the site, vehicle parking and loading/unloading operations.

(Ord. No. 19-19 , §1(13-1701), 9-17-2019)

Sec. 44-1690. Submission of site plan.

Any application for a building permit or zoning certificate requiring or including the provision of off-street parking or loading shall include a site plan. Said plan shall be drawn to scale and fully dimensioned depicting access, parking and loading facilities in compliance with this article.

(Ord. No. 19-19 , §1(13-1702), 9-17-2019)

Sec. 44-1691. Nonconforming facilities.

Existing access, parking and loading facilities that were lawfully constructed but are nonconforming to current requirements of this article may be maintained and repaired subject to the following:

- (1) Maintenance and repair of nonconforming facilities is limited to patching and resurfacing where the base material is not exposed. Maintenance and repair efforts that exposes the base material (i.e. compacted gravel) is considered reconstruction and must meet the requirements of this article with the following exception: Minor rehabilitation items like replacing catch basins, replacing damaged landscaped islands, repairing cracks/small sinkholes, etc., is permitted. Minor rehabilitation is limited to no greater than 500 square feet or ten percent of the surface area annually, whichever is greaterless.
- (2) Shared driveways (driveways located on multiple lots and typically situated over lot lines) that existed prior to the adoption of the ordinance from which this chapter is derived may remain legal driveways. No new or reconstructed shared driveways may be established unless cross-access easements are recorded with the Register of Deeds.
- (3) Existing nonconforming access, parking and loading facilities shall not be reconstructed, expanded or increased in an area unless the entire facility is brought into compliance with requirements of this Code.
- (4) Existing access, parking and loading facilities shall not be reduced below the requirements for a similar new use or, if currently nonconforming, they shall not be reduced further.

(Ord. No. 19-19 , §1(13-1703), 9-17-2019)

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Sec. 44-1692. Change of use.

When the use of a building or site is changed or the intensity of use is increased through the addition of dwelling units, floor area, capacity, or other unit of measurement used for determining parking and loading requirements, parking and loading facilities shall be provided for such change or intensification of use as specified in Section 44-1726. Figure 2: Number of Off-Street Parking Spaces Required by Land Use.

(Ord. No. 19-19 , §1(13-1704), 9-17-2019)

Sec. 44-1693. Use limitations.

Access, parking and loading facilities shall be used for their intended purposes.

- (1) Access, parking and loading facilities shall not be used for storage, display, sales, rental, or repair of motor vehicles or other goods nor for the storage of inoperable vehicles or snow. Equipment specifically designed for snow removal may be temporarily parked/stored in parking facilities of multiple family or nonresidential uses between the beginning of November through the end of April.
- (2) All vehicles shall be in condition for safe and legal performance on public rights-of-way, ~~be registered, and display current license plates.~~
- (3) No vehicle or equipment shall be used as living quarters.
- (4) Single- and two-family uses are permitted to temporarily use required access and parking areas for recreation and social activities, maintenance of ~~licensed~~-operable vehicles as described in subsection 2 above owned/operated by residents of the unit (such as washing, changing fluids, rotating tires), and other activities accessory to the principal single- or two-family use. All such activities/uses shall be limited so that they are discontinued between the hours of 10:00 p.m. and 7:00 a.m.

(Ord. No. 19-19 , §1(13-1705), 9-17-2019)

Sec. 44-1694. Surfacing.

- (a) All off-street parking facilities and driveways leading to such parking facilities, and all other areas upon which motor vehicles may traverse or be parked shall be graded and surfaced with a dust-free all-weather hard surface material capable of carrying a wheel load of 4,000 pounds.
- (b) Acceptable surfacing materials include asphalt, concrete, brick, cement pavers, permeable pavement systems meeting WI DNR Technical Standards or similar material approved by the City and installed and maintained per industry standards.
- (c) Residential drives serving single-family and two-family dwellings may contain a grass center, provided that the areas on which the vehicle's wheels touch are a minimum of 12 ~~to but no greater than~~ 18 inches in width.

(Ord. No. 19-19 , §1(13-1706), 9-17-2019)

Sec. 44-1695. General maintenance.

Access, parking and loading facilities shall be kept free of dirt, dust, debris, and waste. In winter months, required access, parking and loading facilities that are available to the public shall be cleared of snow within a reasonable time as required in Section 34-14.

(Ord. No. 19-19 , §1(13-1707), 9-17-2019)

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Sec. 44-1696. Abandoned facilities.

- (a) Parking facilities which have been abandoned, no longer provide access to legal parking areas, no longer service an approved principal or accessory use, and/or are not included on the approved site plan shall be removed, in their entirety, to the curb/pavement line at the owner's expense.
- (b) Removed parking facilities shall be replaced with curb, sidewalk (where applicable) and vegetated ground cover.

(Ord. No. 19-19 , §1(13-1708), 9-17-2019)

Sec. 44-1697. Access limitation by use.

Access to property shall be directed to the most appropriate street classification for the use it is serving.

- (1) Single-family and two-family dwelling units shall not have driveways or other access points onto a collector or arterial street that is not primarily residential unless such street has the only available frontage.
- (2) Nonresidential, mixed-use and multifamily uses shall not have driveways or other access points onto a residential local street unless such street has the only available frontage.
- (3) Driveway access existing prior to the adoption of the ordinance from which this article is derived is exempt from the access limitation and may be reconstructed at its present size and location.
- (4) Exception to this limitation is permitted if determined by the Department of Public Works based on findings of a traffic impact analysis.

(Ord. No. 19-19 , §1(13-1709), 9-17-2019)

Sec. 44-1698. Access distance from intersections.

Driveway approaches measured along the property line shall be a minimum of 25 feet from the intersection of the street right-of-way lines on a corner lot or 35 feet from the point of intersection of the face of the curbs, whichever is greater. See Figure 1: Access Distance from Intersections.



Commented [DB1]: Discussion item

Commented [DB2]: DPW to provide a table with varying distances.

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Figure 1: Access Distance From Intersections

(Ord. No. 19-19 , §1(13-1710), 9-17-2019)

Sec. 44-1699. Angle of intersection with right-of-way.

All driveways and other access points shall intersect with any public right-of-way at an angle of 90 degrees wherever possible but in no case shall the angle be less than 75 degrees.

(Ord. No. 19-19 , §1(13-1711), 9-17-2019)

Sec. 44-1700. Visibility standards.

All driveways and other access points shall comply with the visibility standards of Section 44-359.

(Ord. No. 19-19 , §1(13-1712), 9-17-2019)

Sec. 44-1701. Traffic control.

- (a) Traffic generated by any use shall be channelized and controlled in a manner that avoids congestion on public streets and other safety hazards.
- (b) All parking and loading areas except those serving single- and two-family dwellings shall be designed so that vehicles enter and exit property in a forward motion so as not to back onto public streets. If deemed necessary for traffic safety, turnaround areas may be required.
- (c) Each required off-street parking space except those serving single- and two-family dwellings shall open directly onto a driveway or drive aisle of such width and design as to provide safe and efficient means of vehicular access, as regulated in Section 44-1774 and Figure 9: Parking Space Design Standards.

(Ord. No. 19-19 , §1(13-1713), 9-17-2019)

Secs. 44-1702—44-1725. Reserved.

DIVISION 2. OFF-STREET PARKING AND CIRCULATION

Sec. 44-1726. Minimum number of required off-street parking spaces.

- (a) Calculation. Off-street parking requirements for each land use are generally tied to capacity, net floor area, or the number of employees at the subject property during the largest work shift.
 - (1) The term "capacity" means the maximum number of persons that may be accommodated by the use as determined by its design or by building code regulations, whichever is greater. Both indoor and outdoor uses are included in maximum capacity.
 - (2) The term "employees on the largest work shift" means the maximum number of employees working at the facility during a single given day, regardless of the time period and whether any such person is a full-time versus part-time employee.

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- (3) The term "net floor area" shall mean the total floor area inside the building envelope on all levels of a building excluding mechanical rooms, permanent accessory storage/freezers/coolers, stairwells/elevators, uninhabitable attics or basements, underground parking and other areas deemed appropriate by the Zoning Administrator.
- (4) When calculating the number of off-street parking spaces resulting in a fraction, each fraction of one-half or more shall be considered a space.
- (5) Where future potential uses of a building may generate additional parking demand, the City may require a parking plan for the site showing how the anticipated parking demand will be met. The City may require the additional land area identified as anticipated parking to be placed in reserve as landscaped open space until needed.
- (b) Parking spaces for uses with multiple components, such as hotels with dining and conference facilities, shall be based on the sum of the parking requirements of the separate components.
- (c) Buildings built on speculation or not initially occupied (unknown use) shall be required to provide one stall per 300 square feet of net floor area.
- (d) In addition to the requirements in Figure 2: Number of Off-Street Parking Spaces Required by Land Use, one parking space shall be provided for each commercial vehicle or vehicle necessary for the operation of the use that is maintained on the premises.
- (e) See Figure 2: Number of Off-Street Parking Spaces Required by Land Use for a list of the number of parking spaces required by land use.
- (f) Parking requirement exceptions in the Downtown Zoning District (D).
 - (1) Within the Downtown Zoning District (D), the minimum required parking space requirements for nonresidential uses are waived.
 - (2) Residential uses within the Downtown Zoning District (D) need only provide evidence of the availability of off-street public or private parking within the district in the amount of one parking space per dwelling unit.
 - (3) When off-street parking facilities are provided, such facilities shall meet all requirements of this chapter, except in respect to the required number of spaces.

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Figure 2. Number of Off-Street Parking Spaces Required by Land Use

	<i>Land-Use</i>	<i>Minimum Number of Off-Street Parking Spaces Required</i>	<i>Notes</i>
Residential	Single- and two-family dwellings, detached or attached	2 spaces per dwelling unit, 1 space per unit must be an enclosed (garage) space.	Exception for narrow lots, as outlined in Section 44-1747(c).
	Multiple-family dwelling	1 Space per dwelling unit plus 1 visitor space per 4 units.	
	Senior (elderly) housing	1 space per dwelling unit.	If senior housing has the potential to be converted to general housing, proof of ability to provide additional parking may be required.
	Carriage-house	1 space per dwelling unit.	
	Live-work unit and/or home occupations	Same as dwelling unit requirement.	1 space shall be accessible for client parking, if applicable.
	Manufactured and mobile home	1 per dwelling unit.	
	Rooming house/boarder house	2 spaces per 3 bedrooms for rent plus 2 spaces per 3 employees on the largest shift.	
	Community living arrangement	2 space per 3 employees on the largest shift plus 1 visitor space for every 4 residents based on capacity.	
	Dormitories, student housing, fraternity or sorority house, convent/monastery	To be determined by Zoning Administrator based on parking study.	Parking study required.
	Shelter facility, transitional housing	1 space per 5 residents based on capacity plus 2	

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		spaces per 3 employees on the largest shift.	
	Nursing home, assisted living	1 space per 4 beds plus 3 spaces per 4 employees on the largest shift.	
Educational	Adult/family daycare home	Same as dwelling unit requirement plus 1 drop-off space.	Drop-off space may be on-street adjacent to residence with Approval of the Department of Public Works.
	Group daycare center, preschool	2 spaces per 3 employees on the largest shift plus 1 space per 7 students based on capacity.	
	School, grades K—12	2 spaces per 3 employees on the largest shift plus 1 space per 5 students of legal driving age based on capacity.	Existing schools not meeting this standard may be required to provide a parking management plan but shall not be required to add the minimum number of spaces.
	College or university, other adult learning center	To be determined by Zoning Administrator based on parking study.	Parking study required.
	Trade school, arts school, dance school, etc.	2 spaces per 3 employees on the largest shift plus 1 space per 5 students based on capacity.	If students are expected to drive, Parking study required.
Institutional and Civic	Community center, neighborhood center, cultural institution, library	Parking equal to 30 percent of persons based on design capacity.	
	Cemetery	To be determined by Zoning Administrator based on parking study.	Parking study required.
	Hospital	To be determined by Zoning Administrator based on parking study.	Parking study required.

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Commercial	Clinic or healthcare facility including veterinary	1 space per 2 exam rooms plus 2 spaces per 3 employees on the largest shift.	
	Park, playground or recreational center	1 space per each 4 persons of maximum design capacity.	
	Religious institution, place of worship	1 space per each 5 persons based on design capacity of the main assembly area.	
	Offices		
	General office, government office, bank/financial institution, medical office	1 space per 500 square feet net floor area.	
	Artist's studio	1 space per 500 sq. ft. net floor area devoted to sales or display.	
	Accommodation and Food Service		
	Hotel, motel and bed and breakfast	1 space per guest room plus 2 spaces per 3 employees on the largest shift.	Additional spaces as needed for conference/meeting or restaurant facilities.
	Restaurant (with or without drive-through), tavern/bar, nightclub	1 space per 300 sq. ft. of net floor area plus 1 space per 500 sq. ft. exterior seating area.	Drive-through facilities shall include queuing space for at least 3 vehicles in advance of the menu board and 3 vehicles between the menu board and pick-up window.
	Service Businesses		
	Personal or business service businesses not listed below	1 space per 500 sq. ft. net floor area plus 1 space per 1,000 sq. ft. outside sales or display area.	Includes any service uses not specifically listed.
	Barber shop/beauty salon, spa	2 spaces per 3 workstations plus 2	

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		spaces per 3 employees on the largest shift.	
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	<i>Land-Use</i>	<i>Minimum Number of Off-Street Parking Spaces Required</i>	<i>Notes</i>
Commercial	Retail		
	Funeral home	1 space per each 5 persons based on design capacity of the main assembly hall.	
	General retail sales and rental	1 space per 500 sq. ft. net floor area plus 1 space per 1,000 sq. ft. outside sales or display area.	Includes any retail uses not specifically listed.
	Motor vehicle rental/sales	1 space per 500 sq. ft. of net floor area plus adequate storage space for vehicles displayed/maintained on-site.	
	Motor vehicle repair (major or minor), service station, convenience store	1 space per 500 sq. ft. of net floor area used for sales or customer service plus 2 spaces per service bay.	Service bay shall not be counted as a parking space.
	Commercial Recreation and Entertainment		
	Auditorium, assembly hall, theater, convention center, and other places of assembly	1 space per each 5 persons based on design capacity of the main assembly area.	
	Indoor recreation facilities, health clubs, fitness centers, adult entertainment	1 space per 500 sq. ft. net floor area.	
	Outdoor recreation facility	To be determined by Zoning Administrator based on parking study.	Parking study required.

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	<i>Land-Use</i>	<i>Minimum Number of Off-Street Parking Spaces Required</i>	<i>Notes</i>
Commercial	Retail		
	Marina	2 spaces per 3 slips.	Additional spaces as needed for accessory uses such as boat sale/rental/service, retail, recreation and restaurant facilities.
	Boat landing	4 spaces per launch.	Spaces associate with launches shall be double depth to accommodate vehicles with trailers.
	Golf course, bowling alley or similar use	2 spaces per hole, lane or similar recreation station.	Additional spaces for accessory uses such as retail, tavern/bar and restaurant facilities.
	Campground	2 spaces per 3 camp site plus 2 spaces per 3 employees on the largest shift.	Additional spaces for accessory uses such as retail, tavern/bar and restaurant facilities.
Industrial, Production and Storage	Agriculture	2 spaces per 3 employees on the largest shift.	Additional spaces for accessory uses such as on-site retail.
	Industrial uses, including limited production and processing, light industrial, general industrial, heavy industrial, and other industrial uses not specified below	2 spaces per 3 employees on the largest shift.	Customer/visitor parking may also be required based on office use.
	Contractor office and showroom	1 space per 500 square feet net floor area.	
	Self-service storage facility	1 space per 500 sq. ft. net floor area of office or sales area plus 1 space	

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		per 10 individual storage units.	
	Wholesaling, warehousing, and distribution	1 space per 500 sq. ft. net floor area of office or sales area plus 2 spaces per 3 employees on the largest shift.	
	Other industrial activities that are conducted largely out-of-doors, including concrete, asphalt, and rock crushing facility, scrap yard, recycling, etc.	2 spaces per 3 employees on the largest shift.	
Transportation	Ground transportation service	To be determined by Zoning Administrator based on parking study.	Parking study required.
	Freight terminal- motor, rail or ship	3 spaces per 4 employees on the largest shift.	
	Package delivery service	2 spaces per 3 employees on the largest shift.	Additional parking may be required for delivery service vehicles.
	Airport	To be determined by Zoning Administrator based on parking study.	Parking study required.
Public Service and Utility	Government or public utility uses and buildings, public safety buildings	To be determined by Zoning Administrator.	Based on type of use (offices, storage, production, etc.).
	Communication facilities	As approved by CUP.	
	Yard waste site	As approved by CUP.	

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- (g) Limit on the number of off-street parking spaces provided. No site plan may be approved for a multiple-family or nonresidential use which contains more than two times the development's minimum number of required parking spaces, except as granted through a conditional use permit. Where no minimum parking requirement is established, the calculation for the maximum number shall be two times what the developments minimum would be if not exempt. Parking facilities containing ~~20-40~~ stalls or less are exempt from this regulation. The following criteria shall be reviewed in considering a conditional use permit request:
- (1) The proposed development has unique or unusual characteristics (such as high sales volume or low parking turnover) which creates a parking demand that exceeds the maximum ratio and does not typically apply to comparable uses.
 - (2) The lot is designed to allow for more intensive future site development that will create and utilize the additional parking demand.
 - (3) The need for additional parking cannot be reasonably met through provision of shared parking with nearby uses.
- (h) Parking studies. Where a parking study is required, the study shall be performed by a qualified transportation engineer or transportation planner. The study shall contain information on the anticipated number of employees, customers, visitors, clients, shifts, events, or deliveries to the use, and may refer to other studies or similar situations elsewhere.

(Ord. No. 19-19 , §1(13-1714), 9-17-2019)

Secs. 44-1727—44-1745. Reserved.

DIVISION 3. REGULATIONS SPECIFIC TO SINGLE-FAMILY AND TWO-FAMILY USES

Sec. 44-1746. Single-family and two-family residential driveways.

Driveways shall lead from the public right-of-way directly to a garage ~~door~~ opening plus 24 inches on either side said door or to a legal surface parking space, ~~and Driveways~~ are regulated as follows:

- (1) *Number of driveways.* Single-family uses are permitted one driveway per lot unless otherwise regulated in this chapter, subject to the design regulations specified herein. Two-family uses are permitted two driveways per lot unless otherwise regulated in this chapter, subject to the design regulations specified herein.
- (2) *Minimum driveway setback from property lines.*
 - a. *Narrow lots.* On lots with less than 60 feet of lot width/frontage, driveways shall be set back a minimum of one foot from the side lot line. On lots where the available side yard area prohibits the ability to create/maintain an eight-foot-wide driveway and the required setback as listed below, the setback may be administratively reduced or eliminated.
 - b. *Detached garages.* Driveways leading to detached garages shall meet the applicable side or rear setbacks for accessory structures established in the district in which it is situated or shall meet the side setback of an existing detached garage, whichever is less.
 - c. *Attached garages.* Driveways leading to attached garages shall meet the applicable side or rear setbacks for principal structures established in the district in which it is situated or shall meet the side setback of the existing attached garage, whichever is less.

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- d. *Uncovered parking.* Driveways leading to uncovered parking areas shall meet the applicable side or rear setbacks established within the parking section or shall meet the side setback of the existing legal uncovered parking area, whichever is less.
- (3) *Driveway width.*
- a. Driveways shall be a minimum width of eight feet. Driveways leading to garages are limited to a maximum width of 25 feet at the property line and 30 at the curb/pavement line (2½ foot apron flares), but may increase to the width of the garage. See Figure 3.A: Single-Family and Two-Family Drive Width and 3.B: Single-Family and Two-Family Drive Width-Enlarged with Taper.

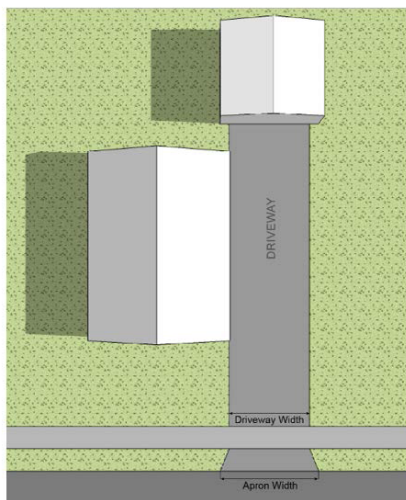


Fig. 3.A: Single & Two-Family Drive Width—Standard

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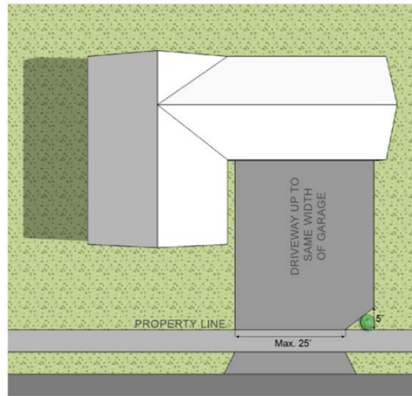


Fig. 3.B: Single & Two-Family Drive Width—Enlarged with Taper

- b. Where no garage exists, the maximum driveway width shall be 12 feet.
- c. Where the width of the driveway at the garage or other legal parking space exceeds the maximum width of the driveway at the property line, the driveway shall be tapered between the garage or the edge of a legal uncovered space and the property line starting a minimum of five feet inside the parcel. If said taper "triangle" is found to be driven over and in a deteriorated state, the city may require the installation of shall contain vegetation or other item designed to limit prohibit vehicular trespass. See Figure 3.C: Single-Family and Two-Family Drive Width-Taper Detail. When leading to a legal uncovered space, the driveway width shall be the least possible needed and shall not exceed 25 feet in width at the property line.

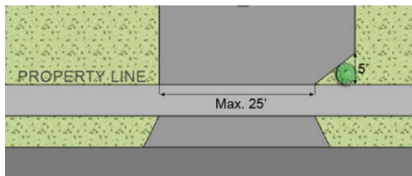


Fig. 3.C: Single & Two-Family Drive Width—Taper Detail

When leading to a legal uncovered space, the driveway width shall be the least possible needed and shall not exceed 25 feet in width at the property line.

- d. Driveways for two-family dwellings with adjacent garages are limited to the 25 feet maximum width at the property line for each individual driveway. Each individual driveway must be separated by a minimum of a two-foot green area extending the full length from the property line

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to the garage/uncovered parking space. Separation area shall contain vegetation or other item designed to limit vehicular trespass. See Figure 4: Two-Family Drive Separation.

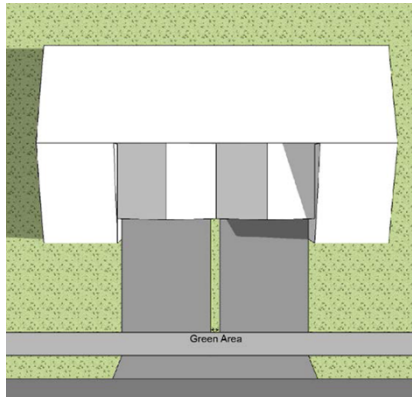


Fig. 4: Two-Family Drive Separation

- e. Side-loading drives. The maximum width of driveway leading to a side-loaded garage shall not exceed 12 feet, except for the area directly leading of the garage, where it can be increased to the width of the garage. See Figure 5.A: Alternative Single-Family and Two-Family Drives-Side Loading. The driveway shall not be located within the side yard setback.
- f. Circular drives. The maximum width of circular, horseshoe, and similar type driveways shall not exceed 12 feet, except for the area directly leading of the garage, where it can be increased to the width of the garage. See Figure 5.B: Alternative Single-Family and Two-Family Drives-Circular.

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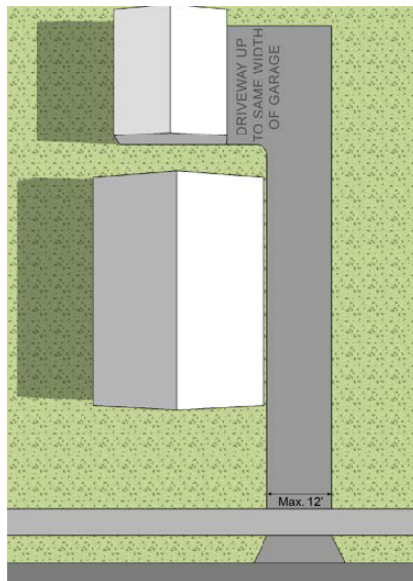


Fig. 5.A: Alternative Single & Two-Family Drives—Side Loading

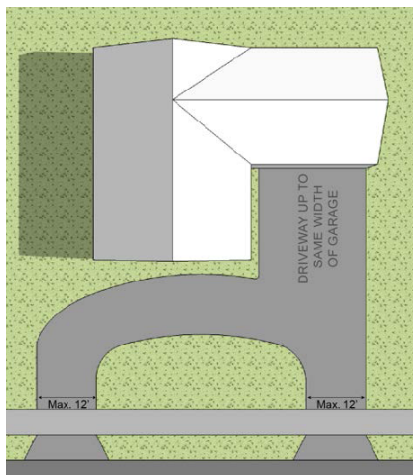


Fig. 5.B: Alternative Single & Two-Family Drives—Circular

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- g. Alley drives. The driveway may extend to the garage opening or may extend into the lot for 30 feet in width and 40 feet in depth but shall not extend into the side yard setbacks. See Figure 5.C: Alternative Single-Family and Two-Family Drives-Alley.

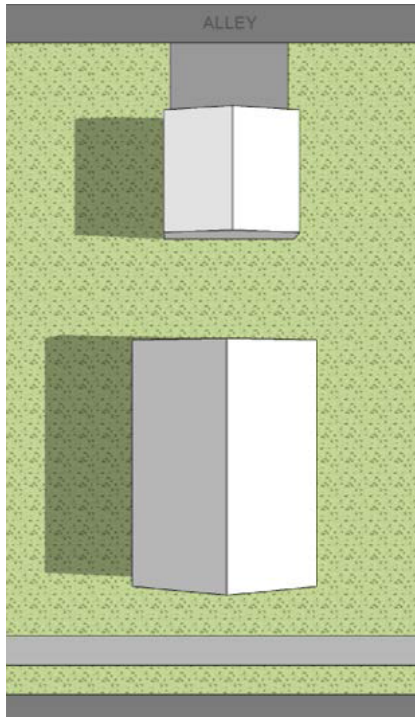


Fig. 5.C: Alternative Single & Two-Family Drives—Alleys

- h. In no case shall the maximum driveway width be cumulatively greater than 50 percent of the lot frontage.

(Ord. No. 19-19 , §1(13-1715), 9-17-2019)

Sec. 44-1747. Parking for single-family and two-family uses.

- (a) A minimum number of legal parking spaces shall be provided in conformance with Section 44-1726 and Figure 2: Number of Off-Street Parking Spaces Required by Land Use.

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- (b) On a lot containing a single-family or two-family dwelling unit, off-street parking shall not be located between the principal structure and a street right-of-way, except within residential driveways leading to a legal parking space or as otherwise permitted in this chapter.
- (1) Parking spaces a minimum of 8 feet wide by 15 feet deep must be provided either within a garage, in a driveway, or uncovered parking space[s] on the same lot of the use it is serving and shall meet the requirements of this section. See Figure 6.A: Single-Family and Two-Family Parking Space-Garage or 6.B: Single-Family and Two-Family Parking Space-Uncovered.

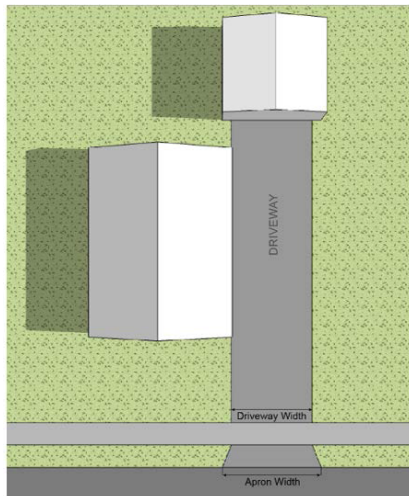


Fig. 6.A: Single & Two-Family Parking Space—Garage

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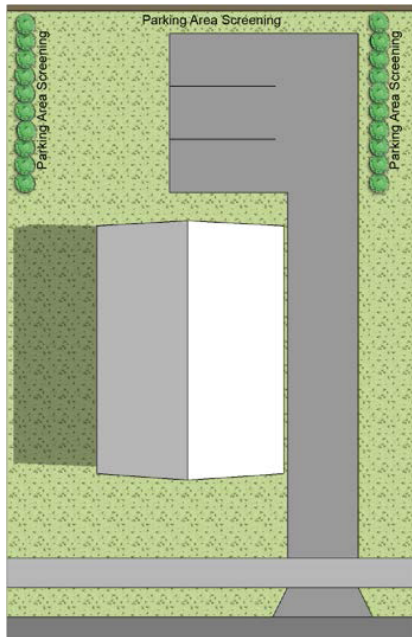


Fig. 6.B: Single & Two-Family Parking Space—Uncovered

- (2) Driveway parking. Driveways shall not count towards minimum parking stall requirement except as provided for narrow lots in subsection (c) of this section.
- (3) Uncovered parking spaces (not located in driveways).

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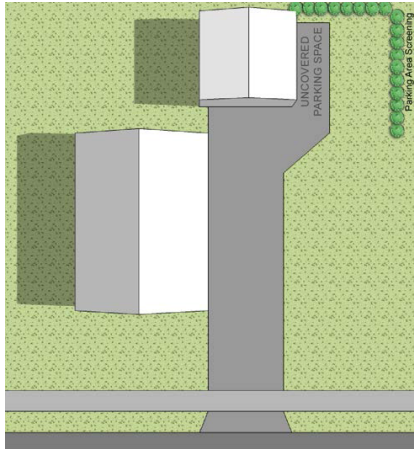


Fig. 7: Single & Two-Family Parking Space Beside Garage

- da.** Front yard parking space exception. For single-family or two-family lots with attached single stall garages that are unable to provide parking as regulated in this article, a single parking space may be established next to the driveway between the front facade of the residence and the public right-of-way as regulated below.
- eb.** Front yard space is limited to no greater than eight feet in width beyond the garage door opening but shall not be located in front of the primary entrance to the residence.
- fc.** Lots shall not exceed the maximum impervious surface ratio for the applicable zoning district.
- (c) Driveway as legal parking space for single-family and two-family uses on narrow lots. Driveways may be considered legal "stacked" (meaning in front of one another) parking spaces for required stalls. A driveway parking space need not lead to a legal parking space but must be a minimum of eight feet wide and 15 feet deep.
- (d) Except for driveways leading to legal parking spaces or otherwise regulated in this article, parking is not permitted in the front yard.
- ~~(e) Uncovered parking spaces situated beyond the front facade of the principal structure must be screened with a minimum of five-foot tall vegetation, fencing, or other material that creates a solid screen, impervious to sight from adjacent properties, excluding views from where access is provided.~~
- (f) Parking of commercial vehicles and trailers in residential districts.

 - (1) The intent of this section is to preserve the orderly appearance and quiet enjoyment of residential neighborhoods while allowing reasonable flexibility for parking business-related vehicles. Specifically, this applies to motor vehicles that are driven off-site by a resident but are kept on the premises when not in use. This section shall apply to the following types of vehicles:

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- a. Commercial trucks, tractors, vans, pick-ups, or other motor vehicles not exceeding 10,000 pounds gross vehicle weight; and
 - b. Commercial trailers capable of being trailed behind a commercial motor vehicle that is allowed to be parked on the premises by this section.
- (2) Engines of commercial vehicles may not run continuously. A 30-minute engine warm-up time shall be permitted immediately prior to the commercial vehicle and/or any other motorized equipment leaving the premises. The warm-up period shall begin no earlier than 7:00 a.m. and end no later than 10:00 p.m.
- (3) Commercial trailers parked outside in residential districts shall be fully enclosed or be empty when not in transport.
- (4) Commercial trailers parked in residential districts shall be actually trailed and transported from the property no less than once per week.

(Ord. No. 19-19 , § 1(13-1716), 9-17-2019; Ord. No. 40-20, § 1, 12-1-2020)

Sec. 44-1748. Game day parking.

The Director of Community and Economic Development and/or Director of Public Works may permit vehicles to be parked on the front, side, and rear yards of residential, mixed-use, commercial, and industrial zoned parcels, on the days games are played in the City of Green Bay by professional football teams of the National Football League and/or during the day of a special event held at Lambeau Field when the event is expected to exceed an estimated attendance of 20,000 individuals, provided, however, that all parking shall occur outside the vision triangle as required in Section 44-359.

(Ord. No. 32-20 , § 1, 9-15-2020)

Secs. 44-1749—44-1772. Reserved.

*DIVISION 4. REGULATIONS SPECIFIC TO MULTIPLE-FAMILY, MIXED-USE,
INSTITUTIONAL, COMMERCIAL AND INDUSTRIAL USES*

Sec. 44-1773. Multifamily residential, mixed-use, institutional, commercial, and industrial use driveways.

- (a) *Number of driveways.* A maximum of one two-way driveway or two one-way driveways shall be permitted from each street right-of-way to which a lot or parcel has frontage, except under the following circumstances:
- (1) Multiple two-way driveways may be permitted on one street frontage, provided the distance between the driveway centerlines is no less than 200 feet.
 - (2) Mixed two-way and one-way driveways may be permitted on one street frontage, provided the distance between the driveway centerlines is no less than 200 feet.
 - (3) One three-lane driveway consisting of a one 12-foot ingress lane, a three-foot mountable rumble strip dividing island, and two ten-foot egress lanes may be administratively permitted per street frontage with concurrence of the Zoning Administrator and Traffic Engineer. This option should be limited to

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sites on streets with high traffic volumes and speeds and/or unique timeframes of mass ingress/egress, or other conditions making a standard driveway operate less than optimally.

- (4) Additional driveways may be permitted, if necessary, for the public safety and sufficient level of traffic circulation with approval of the Director of Public Works.

(b) *Minimum driveway setback.*

- (1) Driveways shall be set back as established for buildings in the zoning district for which the property they service is situated. Driveway access through the front yard setback area should be designed to minimize its presence within the front yard to the greatest extent practical.
- (2) Parking facility perimeter buffers. ~~Parking facilities in any yard abutting a public street or public walkway shall be separated from the street or walkway by a landscaped buffer meeting the requirements of Section 44-1966.~~ Parking facilities accessing parking areas abutting residential uses in residential districts shall be separated by a perimeter landscape buffer meeting the requirements of Section 44-1964.

(c) *Distances between curb openings.*

- (1) *On the same parcel.* The minimum distance between one-way driveways at the curbline shall be no less than 15 feet. Minimum distance between two-way drives at the curbline shall be 200 feet from center.
- (2) *On adjoining parcels.* Where two adjoining driveways abut, the maximum opening at the curb shall be the maximum for a single driveway, as listed in subsection (d) of this section. Both parcels must share the curb opening.

- (d) *Driveway width.* Driveway sizes are regulated at the property/right-of-way line and the curb/road pavement line as follows (See Figure 8: Three-Lane, Full Access Drive Detail):

(1) *One-lane, one-way access drives.*

One-Way Drives (Single Direction - Ingress or Egress)	Maximum Width of Drive at Property and Setback Line	Maximum Width of Drive at Curb or Pavement Line
Autos and single axle trucks	15 feet	25 feet
Semi-trailers	20 feet	30 feet

(2) *Two-lane, full access drives.*

Two-Way Drives (One-Ingress and One-Egress Lane)	Maximum Width of Drive at Property and Setback Line	Maximum Width of Drive at Curb or Pavement Line
Autos and Single axle trucks	25 feet	35 feet
Semi-Trailers	30 feet	40 feet

- (3) *Three-lane, full access drive (consisting of one 12-foot ingress lane, a three-foot mountable "rumble strip" dividing island, and two ten-foot egress lanes).*

Three-Lane Drives (One-Ingress, Divider and Two-Egress Lanes)	Maximum Width of Drive at Property and Setback Line	Maximum Width of Drive at Curb or Pavement Line

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All	35 feet	45 feet
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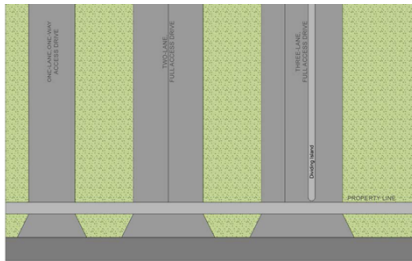


Fig. 8: One-Lane, Two-Lane & Three-Lane Access Drive Detail

- (e) *Flow.* Traffic may be restricted as to direction of flow.
- (1) Driveways approved for one-way movement only or three-lane drives shall be equipped with signage and pavement markings indicating its direction to motorists.
 - (2) Signs for directional movement of traffic shall be constructed and installed in accordance with City of Green Bay Standard Specifications and Construction Standards for Public Works.

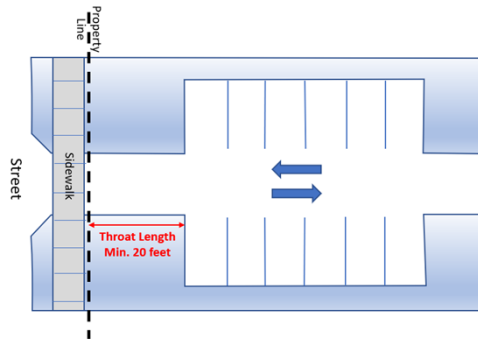
(Ord. No. 19-19 , §1(13-1717), 9-17-2019)

Sec. 44-1774. Off-street parking and traffic circulation standards for multiple-family and nonresidential uses.

- (a) *Location.*
- (1) Required parking and loading spaces shall be located on the same lot or development site as the use served unless otherwise regulated in this chapter.
 - (2) Off-site parking may be located up to 1,000 feet from the lot containing the use being served if the under common ownership or protected by a recorded instrument acceptable to the City.
- (b) *Setbacks.*
- (1) Parking areas shall be set back as established for buildings in the zoning district for which the property it services is situated.
 - (2) Special provisions for nonconforming parking facilities. Legally established parking facilities constructed prior to the effective date of the ordinance from which this article is derived which do not meet the minimum setbacks required by this article shall be permitted to be reconstructed with reduced setbacks, subject to approval of a parking plan by the Zoning Administrator. Said parking lot layout shall be designed in accordance with the dimensions identified in Figure 9: Parking Space Design Standards. Parking lot setback reductions shall only be permitted in the following instances:
 - a. To prevent the loss of legal parking spaces required by this article.

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- b. To prevent the loss of required internal circulation aisles.
- (c) *Circulation.* Parking facilities shall be designed to provide for the safe and efficient movement of all traffic entering, exiting, and circulating on the site. Circulation patterns shall conform to the general rules of the road. All traffic control measures shall meet the requirements of the Manual of Uniform Traffic Control Devices.
- (d) *Marking.* All off-street parking and traffic circulation areas shall be marked, striped, and maintained in a clear and visible manner which clearly indicates parking spaces, pedestrian walkways, and other designated areas.
- (e) *Curbing.* A minimum six-inch high curb shall be installed within parking areas where parking surface is adjacent to pedestrian and/or bicycle ways and internal landscape islands, except: Where bio-filtration or bio-retention methods of stormwater management are utilized as part of an approved grading and drainage plan, alternatives to the installation of curbing may be considered by the Department of Public Works, provided that measures are taken to protect landscaping from vehicular circulation damage.
- (f) *Access.* Each off-street parking space shall open directly upon a drive aisle or driveway that is wide enough to provide a safe and efficient means of vehicular access without directly maneuvering a vehicle into any pedestrian way or public right-of-way.
- (g) Driveway throat length. The minimum permitted throat length of access drives serving parking lots is 18 feet, as measured from the right-of-way/property line along the centerline of the access drive to the access point of any parking stall within the parking facility, as depicted below. In no case shall the driveway throat length be less than the required setback.



- (gh) *Lighting.* All off-street parking and traffic circulation areas shall be lit to ensure their safe and efficient use during evening hours. An illumination level shall meet the standards of Article V of this chapter.
- (hi) *Landscaping and screening.* Parking lots shall meet the landscaping requirements of Sections 44-1964 through 44-1969.
- (ij) *Parking space design standards.* Other than handicapped parking and permitted parking in residential driveways, each off-street parking space shall comply with the minimum requirements of Figure 9: Parking Space Design Standards.

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Figure 9. Parking Space Design Standards

Angle (A)	Width (B) *	Curb Length (C)	Stall Depth (D) **	1-Way Aisle Width (E)	2-Way Aisle Width (E)
0 (Parallel)	9'	22'	8'6"	14'	22'
45°	9'	12'	18'9"	14'	22'
60°	9'	9'10"	19'10"	18'	22'
90°	9'	8'6"	18'	20'	22'

* Subcompact spaces may account for up to 20 percent of the total parking area required. They may be reduced in size to a width of eight feet and a stall depth of 12 percent less than (D) in the table above and must be grouped and signed appropriately.

** Parking spaces that use an appropriately sized curb overhang over a landscaped island or buffer may be reduced in depth by 1½ feet. A concrete curb or other means shall be provided to prevent parked vehicles from damaging plant materials.

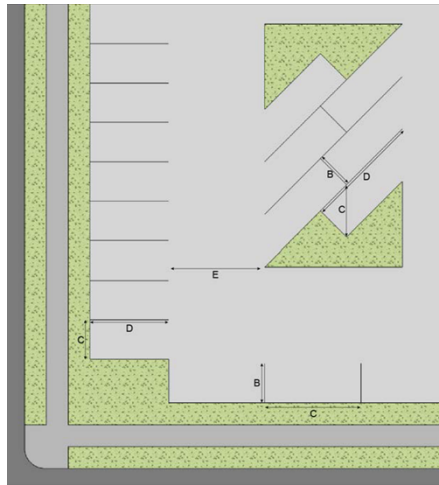


Fig. 9: Parking Space Design Standards

(Ord. No. 19-19 , §1(13-1718), 9-17-2019)

Secs. 44-1775—44-1796. Reserved.

*DIVISION 5. ALTERNATE PARKING OPTIONS FOR MULTIPLE-FAMILY, MIXED-USE,
INSTITUTIONAL, COMMERCIAL AND INDUSTRIAL USES*

Sec. 44-1797. Shared parking facilities.

- (a) Joint parking facilities which provide required parking for two or more uses are allowed a reduction in required number of parking spaces as specified below. Up to a 15 percent reduction in the number of required parking spaces for four or more separate uses, ten percent for three separate uses, and five percent for two separate uses may be utilized for a collective parking facility.
- (b) Day-night use parking facility. Shared day-night use parking facilities may provide a reduction in required number of parking spaces as specified below:
 - (1) Up to 70 percent of the parking facilities of nighttime/Sunday uses may be supplied by off-street parking facilities of daytime uses. Up to 70 percent of the parking facilities of daytime uses may be supplied by the off-street parking facilities of nighttime/Sunday uses.
 - (2) Daytime uses. For the purpose of this section, the following uses are considered as primarily daytime uses: banks, offices, certain retail stores and personal service shops, service and repair shops, wholesale, and similar uses as determined by the Zoning Administrator.
 - (3) Nighttime and Sunday uses. For the purpose of this section, the following uses are considered as primarily nighttime and weekend uses: theater, bowling alley, tavern/nightclub, auditorium incidental to a public or parochial schools, churches, and similar uses as determined by the Zoning Administrator.
 - (4) The applicant shall show that there is no substantial conflict in the principal operating hours of the buildings or uses for which shared parking is proposed.
 - (5) The use for which application is being made for shared parking shall be located within 1,000 feet of the use providing the parking facilities.
- (c) A legally binding instrument, executed by the parties concerned, for joint use of off-street parking facilities shall be approved by the City Attorney and filed with the City within 60 days after City approval of the joint parking use. Said agreement shall cover a period of no less than 20 years. Shared use parking privileges shall continue in effect only so long as such an instrument remains in effect, and if such instrument becomes legally ineffective, parking shall be provided as otherwise required in this article.

(Ord. No. 19-19 , §1(13-1719), 9-17-2019)

Sec. 44-1798. Valet parking.

- (a) Up to 50 percent of the off-street parking for restaurants, hotels, theaters, and similar uses may be fulfilled by maintaining a valet parking service for customers.
- (b) The valet service shall provide service to and from the main entrance with a passenger loading area, as approved by the Department of Public Works.
- (c) The parking area shall be located no farther than 1,000 feet from the main entrance.

(Ord. No. 19-19 , §1(13-1720), 9-17-2019)

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Sec. 44-1799. Employee off-site parking.

- (a) Retail, service businesses, large employers, major institutions and similar uses are encouraged to provide designated employee parking.
- (b) If a shuttle service is provided, such parking may be off-site in a remote location.

(Ord. No. 19-19 , §1(13-1721), 9-17-2019)

Sec. 44-1800. Ride-sharing and autonomous vehicles.

The intent of this section is to encourage the installation of passenger loading zone spaces to meet demand for passenger pick-up/drop-off generated by ride-sharing and/or autonomous vehicles on all land uses except single-family and two-family residential dwellings.

- (1) *Reduction to required parking spaces.* The number of required parking spaces for a use may be reduced by ten percent for each passenger loading zone space provided up to a maximum of 30 percent. The Zoning Administrator is authorized, at their discretion, to require the submission of a parking study per Section 44-1726(g) upon making the determination that such a reduction will result in a shortage of parking spaces needed for the subject land-use.
- (2) *Passenger loading zone space standards.*
 - a. Location. Each passenger loading zone space shall be located within 100 feet of the primary entrance/exit of a stand-alone use. Passenger loading zone spaces located in shopping centers and other multiple use developments may be located more than 100 feet from the primary entrance/exit of a tenant when placed in a centralized location, provided that a minimum of five-foot-wide pedestrian access to all tenants of the development is present.
 - b. Passenger loading zone spaces shall be separate and distinct from parking facility drive aisles, fire lanes, off-street loading areas, or other uses not explicitly dedicated to passenger loading/unloading.
 - c. Dimensions. Minimum of eight feet wide by 22 feet long with appropriate taper for safe ingress/egress.
 - d. Design. All vehicular ingress/egress to and from passenger loading zone spaces shall be in forward motion only. All passenger loading zone spaces shall be clearly marked and signed to signify that they are for loading and unloading of passengers and shall not be used for other purposes.
 - e. Amenities. Amenities such as sitting areas, shade structures, and landscaping are encouraged to be provided adjacent to the passenger loading zone spaces.
 - f. Accessibility. Passenger loading zone spaces shall be compliant with the Americans with Disability Act (ADA).

(Ord. No. 19-19 , §1(13-1722), 9-17-2019)

Secs. 44-1801—44-1818. Reserved.

DIVISION 6. PEDESTRIAN AND BICYCLE ACCESS AND PARKING

Sec. 44-1819. Pedestrian and bicycle access.

- (a) *Quantity.* For all multifamily, commercial, institutional, and industrial uses, a minimum of one pedestrian/bicycle access way is required to at least one street frontage.
- (b) *Off-site connections.* Pedestrian/bicycle access shall include appropriate connections to existing and planned public pedestrian and bicycle facilities. If none exist, the connection is unnecessary; however, the site plan must depict a location such access can be installed should public pedestrian and bicycle facilities be installed in the right-of-way in the future.
- (c) *On-site connections.* The entire development shall provide walkways for full and safe pedestrian and bicycle circulation within the development.
 - (1) Walkways shall provide pedestrian access through or around off-street parking areas from public walks and/or bicycle facilities to building entries which directly and continuously connect areas of pedestrian origin and destination.
 - (2) Design requirements.
 - a. Walkways shall have an acceptable dust-free surface not less than five feet in width, be separate from the parking lot drive aisle and delineated with pavement markings or alternate paving materials.
 - b. The entirety of the on-site pedestrian walkway system shall be consistent with the Americans with Disabilities Act.
 - c. The material and layout of the pedestrian walkway shall be continuous as the pedestrian access crosses a driveway or internal drive.

(Ord. No. 19-19 , §1(13-1723), 9-17-2019)

Sec. 44-1820. Bicycle parking standards for multiple-family and nonresidential uses.

- (a) *Required provision of bicycle parking areas.*
 - (1) For all multifamily, commercial, institutional, and industrial uses, a minimum of four bicycle spaces shall be provided if off-street parking for vehicles is provided.
 - (2) For parking lots containing more than 40 automobile parking spaces, off-street bicycle parking spaces shall be provided equal to five percent of the automobile parking space requirement, or 20 bicycle parking spaces, whichever is less.
 - (3) A nonresidential use's automobile parking requirement may be reduced by providing additional bicycle parking. After the bicycle parking requirement has been met, a minimum of four bicycle parking spaces may be provided in lieu of one required automobile parking space, with a maximum reduction of up to five automobile parking spaces.
- (b) *Specifications for bicycle parking spaces.*

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- (1) All bicycle parking provided shall be on a hard-surfaced area and be set back from walls and other objects so as to be functional. Freestanding bicycle parking racks shall be securely fastened to the ground.
- (2) Bicycle parking spaces and racks shall be located in a convenient and visible area no farther from the principal entrance to the building served than the closest automobile parking space. With the permission of the Department of Public Works, bicycle parking may be located in the public right-of-way.
- (3) Bicycle parking spaces shall be installed in conformance with setback requirements applicable to automobile parking lots. The placement of the racks shall not conflict with pedestrians and motorized traffic movements.
- (4) Covered spaces. If accessory automobile parking spaces are covered, bicycle parking spaces shall also be covered.

(Ord. No. 19-19 , §1(13-1724), 9-17-2019)

Secs. 44-1821—44-1843. Reserved.

DIVISION 7. OFF-STREET LOADING STANDARDS

Sec. 44-1844. Off-street loading requirements.

Off-street loading space shall be provided for any nonresidential use which requires the receipt or distribution of materials or merchandise by trucks or similar vehicles and which will have a gross floor area of 5,000 square feet or more, subject to following minimum standards:

- (1) The off-street loading requirement for buildings with less than 20,000 square feet of gross floor area may be satisfied by the designation of a loading zone area on the site. This loading zone area shall be separate from any required off-street parking area, and access to it shall not conflict with automobile or pedestrian circulation within the site.
- (2) Buildings with 20,001 to 50,000 square feet of gross floor shall provide one loading space.
- (3) Buildings with 50,001 to 100,000 square feet of gross floor shall provide two loading spaces.
- (4) Buildings with 101,000 or more square feet of gross floor shall provide one additional loading space per additional 300,000 square feet.

(Ord. No. 19-19 , §1(13-1725), 9-17-2019)

Sec. 44-1845. Size and location.

- (a) Semi-trailer spaces shall be at least 55 feet in length, ten feet in width, and 14 feet in height, plus necessary additional maneuvering space.
- (b) No loading space shall be located in a front yard or at the front of a building. Loading spaces shall not be located between any building and a public street unless provided with adequate screening and landscaping, in compliance with Article XIX of this chapter.
- (c) Spaces shall be at least 50 feet from the property line of any residential property or residentially zoned property.

- CODE OF ORDINANCES
Chapter 44 ZONING

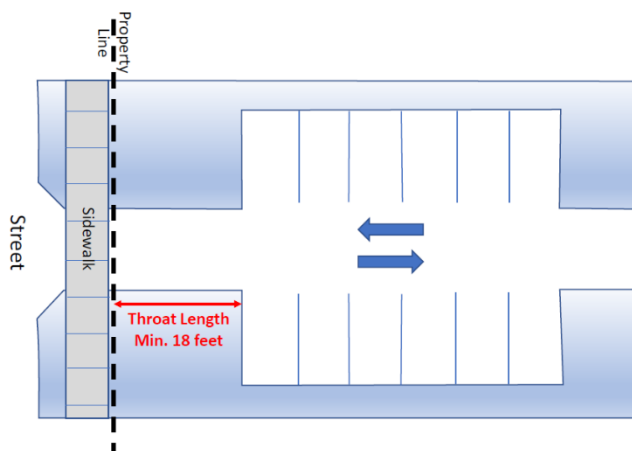
- (d) All loading spaces and driveways shall be surfaced with a dustless all-weather material meeting the standards for off-street parking areas and driveways and subject to the approval of the City Engineer.

(Ord. No. 19-19 , §1(13-1726), 9-17-2019)

Article XVIII-Off Street Parking, Drive, and Loading

Potential Amendments

1. **4-1691 (1)** – Better defined base material exposure as relates to work on nonconforming parking facilities. (Page 1 of 30)
2. **44-1693 (1)** – Allow snow removal equipment to be stored in parking facilities from Nov. through April, exclude s-f/2-f. (Page 2 of 30)
3. **44-1693 (2)&(4)** – Remove requirement that vehicles be registered and/or have license plates. (Page 1 of 30)
4. **44-1694 (b)** – Allow permeable pavers systems per DNR technical standards. (Page 1 of 30)
5. **44-1694 (c)** – Clarification on size of wheel strips. (Page 1 of 30)
6. **44-1697 (2)** - Require M-F and non-res developments at arterial intersections to only have driveways on side streets, including local streets. (Page 3 of 30). [See attached memo.](#)
7. **44-1698** – Require a functional area analysis to determine distance for driveways at intersections. Current 25'/35' is not sufficient and needs to be looked at individually. (Page 3 of 30). [See attached memo.](#)
8. **44-1726 (g)** – Add maximum # of stalls to areas that don't have a minimum and change exemption to max parking from 20 stalls to 40 stalls. (Page 12 of 30)
9. **44-1746** – Allow 24" of additional pavement beyond garage doors for s-f/2-f. (Page 12 of 30)
10. **44-1746 (3)(c)** – Remove requirement to use a vehicle trespass "block" on res. driveway taper, unless it becomes an issue. (Page 14 of 30)
11. **44-1747 (b)(1)** – Define s-f/2-f open parking stall to be 8' X 15'. (Page 18 of 30)
12. **44-1747 (e)** – Remove screening requirement for open parking on s-f/2-f uses. (Page 20 of 30)
13. **44-1773 (b)(2)** – Remove buffer requirements for parking lots abutting a street (Page 22 of 30)
14. **44-1774 (g)** – Add a 18' driveway throat length for m-f/non-res parking lots. (Page 24 of 30)





Public Works Department
100 North Jefferson Street - Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

MEMORANDUM

To: Green Bay Plan Commission
Principal Planner David Buck, AICP

From: Traffic Engineer David J.A. Hansen, P.E., PTOE

Re: Physical and Functional Area of an Intersection
Ordinance 44-1698, Access Distance from Intersections

Date: Monday, July 26, 2021

This memorandum serves as my response to Item E.5. on the Mon Jul 26, 2021 agenda of the Green Bay Plan Commission. *Content of this memo would only apply to intersections with at least one of the intersecting streets classified as an arterial.*

Executive Summary

The most critical area of an intersection is its functional area. This is the area where motorists have to make numerous decisions regarding turning, stopping, accelerating, exiting, merging, weaving, etc. Accesses that are too close to intersections can cause serious traffic conflicts and greatly impair the function of these facilities. DPW's goal is to eliminate accesses within the functional area of an arterial intersection and not permit new ones.

To make our streets safer and more user-friendly to all transportation modes including pedestrians and bicyclists, I am recommending that the Green Bay Plan Commission modify Sec. 44-1698, Access Distance from Intersections, of the Green Bay Code of Ordinances by approving of the proposed modifications and additions contained within this memorandum. When parcel size precludes compliance to intersection functional area, proposed driveways must be placed as far away from the intersection as possible with access first to the street with the lowest functional classification. Existing driveway distances from intersection already included in Sec. 44-1698 would apply to all non-arterial intersections, i.e., the 25 and 35 ft driveway approach distance conditions.

Physical and Functional Areas of an Intersection

Figure 1 shows the Physical and Functional Areas of an intersection.

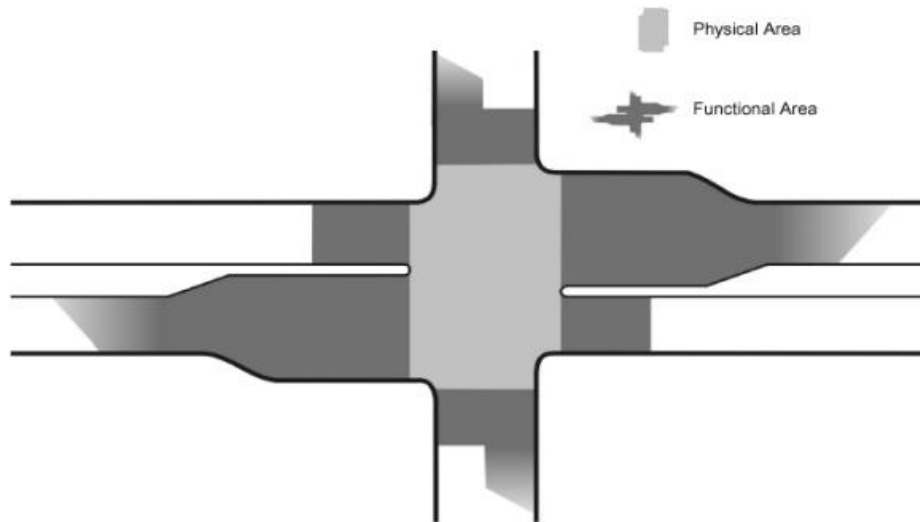


Figure 1 – Physical and Functional Areas of an Intersection

The Physical Area of an Intersection is the pavement area where the intersecting roads coincide. The points of curvature of the intersection radii define the outer boundaries of the area. The Functional Area of an Intersection includes the physical area, but also extends upstream and downstream.

Downstream Functional Length of Intersection

The downstream functional length of intersection is the length of road downstream from an intersection – as measured from the side road edge of pavement on the downstream side of the intersection - needed to reduce conflicts between through traffic and vehicles entering and exiting the roadway. See Table 1 for the minimum requirements. See Figure 2 for illustrations of downstream functional length of intersection.

Table 1 – Minimum Downstream Function Length of Intersection

Roadway Design Speed (mph)	Downstream Functional Length (ft)
15	80
20	115
25	155
30	200
35	250
40	305
45	360
50	425

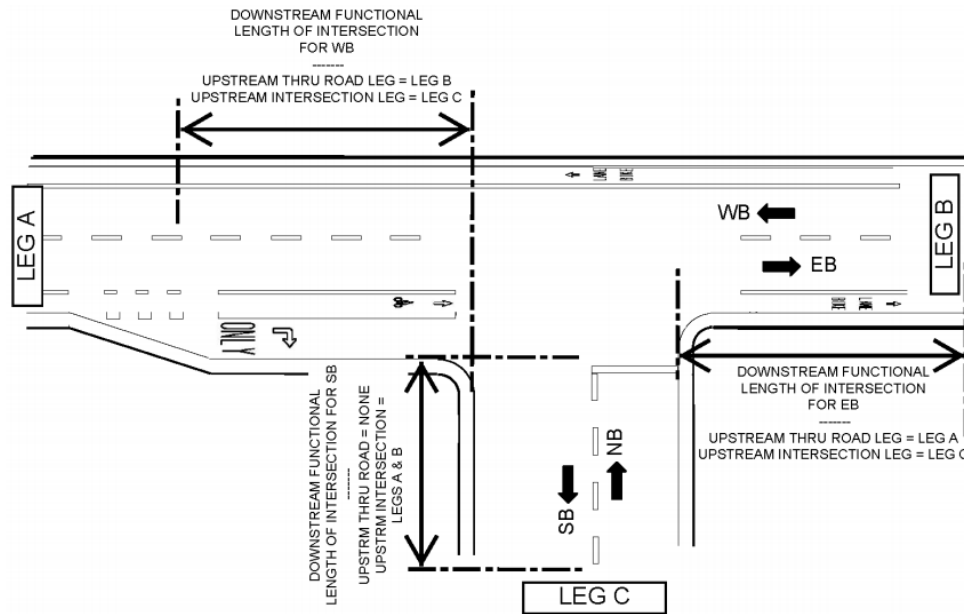


Figure 2 – Downstream Functional Lengths of Intersections

Upstream Functional Length of Intersection

The upstream functional length of intersection is composed of four elements as shown in Figure 3:

1. **d1** = distance traveled at operating speed during the driver's perception–reaction time (PRT). See Table 2.
2. **d2** = distance traveled as a vehicle clears a thru-lane and enters a turn lane by moving laterally 9-feet while braking. This is a more complex and demanding driving task than changing lanes only or braking only. See Table 2. This element does not apply (i.e., $d2=0$ -feet) to vehicles continuing in a thru-only lane or a shared turn lane/thru-lane because there is no lateral movement).
3. **d3** = distance traveled by vehicles in a turn lane while braking to a stop after a lateral shift from thru lane. For vehicles in a shared turn-lane/thru-lane or vehicles in a stopped/signalized thru-only lane, it is the distance traveled while braking to a stop after PRT. See Table 2. This element does not apply (i.e., $d3=0$ -feet) to vehicles continuing in an unstopped/unsignalized thru-only lane because there is no deceleration).
4. **d4** = queue storage length. Typically, use Highway Capacity Manual (HCM) or other modeling software to compute the queue storage requirement, but other methods are available. Confer with the City Traffic Engineer to determine the queue storage length.

On the Heavy Truck Routes, the storage distance ($d4$) may need to be adjusted to accommodate one oversize-overweight (OSOW) vehicle, depending on load frequency. Increased storage distance would not be required at intersections with non-truck routes.

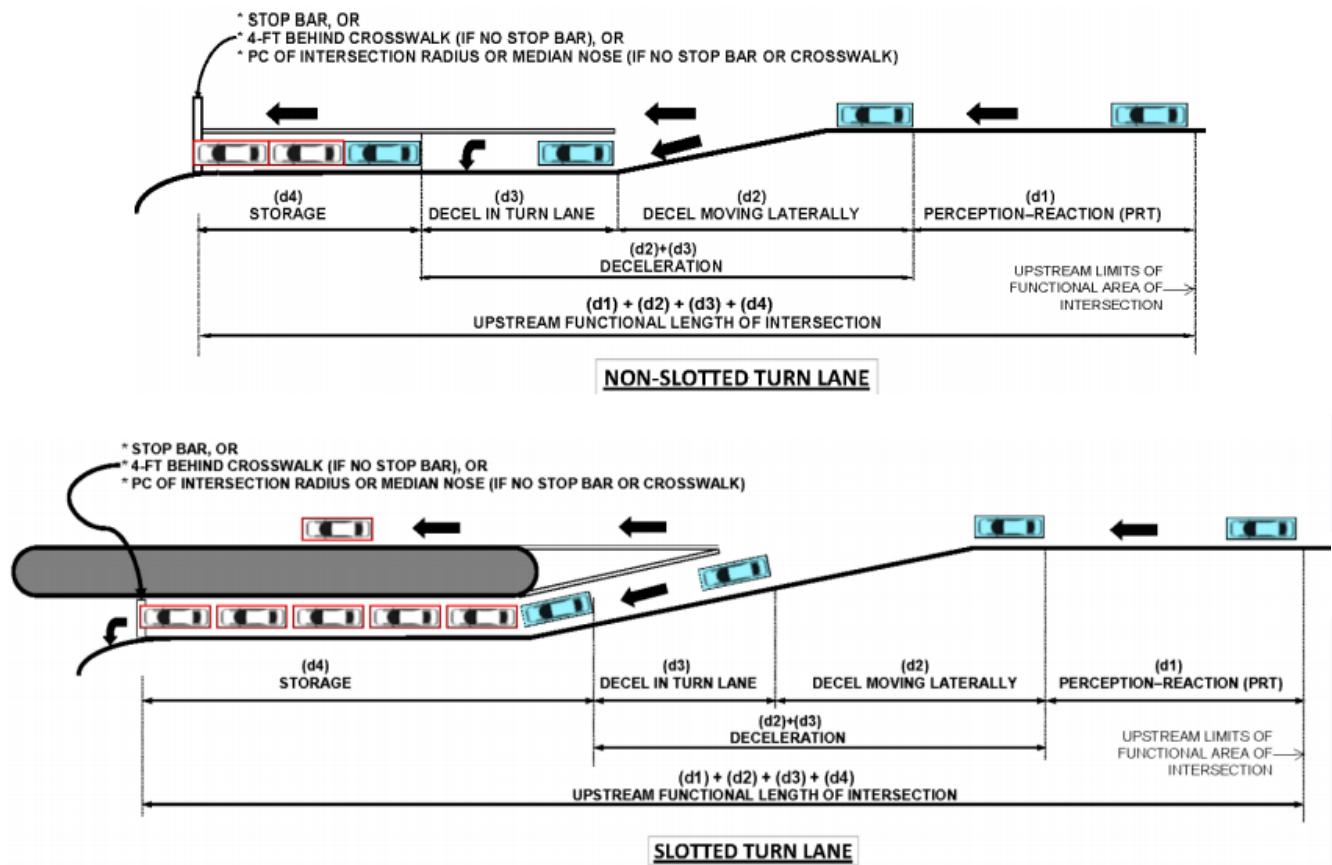


Figure 3 – Upstream Functional Length of Intersection Elements

Table 2 – Upstream Functional Length of Intersection Elements

Speed mph [B]	Perception-Reaction Distance		Maneuver Distance		
	d1 (feet)		d2 (feet)	d3 (feet)	
	typical (lower min)		typical (lower min)	typical (lower min)	
	Rural [C] [E]	Urban / Suburban [C] [F]	[C] [G]	Turn lane [D] [H]	Thru lane [C] [I]
25	90 (55)	55 (35)	75 (75)	25 (25)	100 (75)
30	110 (65)	65 (45)	95 (95)	75 (50)	145 (105)
35	130 (75)	75 (50)	110 (110)	100 (75)	195 (145)
40	145 (90)	90 (60)	130 (130)	150 (100)	255 (185)
45	165 (100)	100 (65)	150 (150)	200 (150)	325 (235)
50	185 (110)	110 (75)	165 (165)	250 (175)	400 (290)
55	200 (120)	120 (80)	185 (185)	325 (225)	485 (355)
60	220 (130)	130 (90)	205 (205)	400 (300)	580 (420)
65	240 (145)	145 (95)	225 (225)	475 (350)	680 (495)
70	255 (155)	155 (105)	240 (240)	575 (425)	785 (575)

Notes for Table 2.4

- [A] See Traffic Engineer for guidance on Upstream Functional Length of Intersection element **d4** (Queue storage length)
- [B] Use operating speed of travel lanes (except, not < 25 mph and not > design speed) - either as observed or as calculated using HCM or other appropriate method - Confer with the Region traffic engineer. Assume that free flow speed does not exceed Design Speed.
- [C] All dimensions rounded to nearest 5-feet
- [D] All dimensions rounded to nearest 25-feet
- [E] Typical distance based on a perception-reaction-time (PRT) of 2.5s.
Lower minimum distance based on a perception-reaction-time (PRT) of 1.5s.
- [F] Typical distance based on a perception-reaction-time (PRT) of 1.5s.
Lower minimum distance based on a perception-reaction-time (PRT) of 1.0s.
- [G] Applies only to turn-lanes
The **d2** distance is based on an assumed deceleration rate of 5.8 fps² based, which is based on a vehicle moving laterally 9-feet at an assumed lateral shift rate of 3 to 4 fps, while reducing its speed by 10 mph.
A vehicle is assumed to have cleared the thru traffic lane when it has moved laterally 9-feet. The speed differential between the turning vehicle and following thru vehicles is 10 mph when the turning vehicle clears the thru traffic lane. ^{.35}
- [H] Applies only to turn-lanes
Distance to decelerate from [Speedminus10 mph] to [stop]
Typical **d3** distance based on a deceleration rate of 6.7 fps², which is the observed 85th-percentile rate.
Lower minimum **d3** distance based on a deceleration rate of 9.2 fps², which is the observed 50th-percentile rate.
- [I] Applies only to shared turn-lane/thru-lanes or stopped/signalized thru-only lanes
Distance to decelerate from [Speed] to [stop]
Typical **d3** distance based on a deceleration rate of 6.7 fps², which is the observed 85th-percentile rate.
Lower minimum **d3** distance based on a deceleration rate of 9.2 fps², which is the observed 50th-percentile rate.

An intersection approach may have a different upstream functional length for the thru lane(s), left-turn bay, and right-turn bay because of different queue storage requirements for those lanes. Each lane of a multi-lane approach can have a different upstream functional length. The upstream functional length for a thru lane is the longer of the functional length calculated for the thru lane and the functional length(s) calculated for the turn bay(s) adjacent to that thru lane.

The upstream functional length of intersection is not a static dimension, particularly on urban roads. It can vary because operating speeds and queue storage requirements vary during the course of a day. For example, during peak conditions, the queue storage requirement (d4) might be longer because there are more turning vehicles; but the PRT (d1) and maneuver distances (d2 & d3) might be shorter because operating speeds are lower. The opposite might be true during non-peak conditions.

Use the upstream functional length of intersection to design and evaluate turn bay lengths.

In addition, upstream functional length of intersection is a parameter for access control when determining acceptable locations for median openings and minimum separation between private accesses and public road intersections (i.e., corner clearance).

Discussion

The most critical area of an intersection is its functional area. This is the area where motorists have to make numerous decisions regarding turning, stopping, accelerating, exiting, merging, weaving, etc. Accesses that are too close to intersections can cause serious traffic conflicts and greatly impair the function of these facilities. DPW's goal is to eliminate accesses within the functional area of an intersection and not permit new ones.

A typical driveway consists of 23 conflict points along a four-lane undivided roadway. And research shows that the crash rate is 3.3 times higher for a 20-mph speed differential than for a 10-mph speed differential; 23 times higher for a 30-mph speed differential; and 90 times higher for a 35 mph speed differential, as documented by Stover & Koepke (Transportation and Land Development, 2nd edition. Institute of Transportation Engineers, 2006., p.5-37). Crashes resulting from excessive speed differential can occur up to several hundred feet from the intersection as well as at the intersection itself. The Wisconsin Department of Transportation has adopted intersection functional area policy along all state trunk highways.

It is understood that not all proposed driveways would be compliant due to parcel sizes. When parcel size precludes compliance to intersection functional area, proposed driveways must be placed as far away from the intersection as possible with access first to the street with the lowest functional classification.

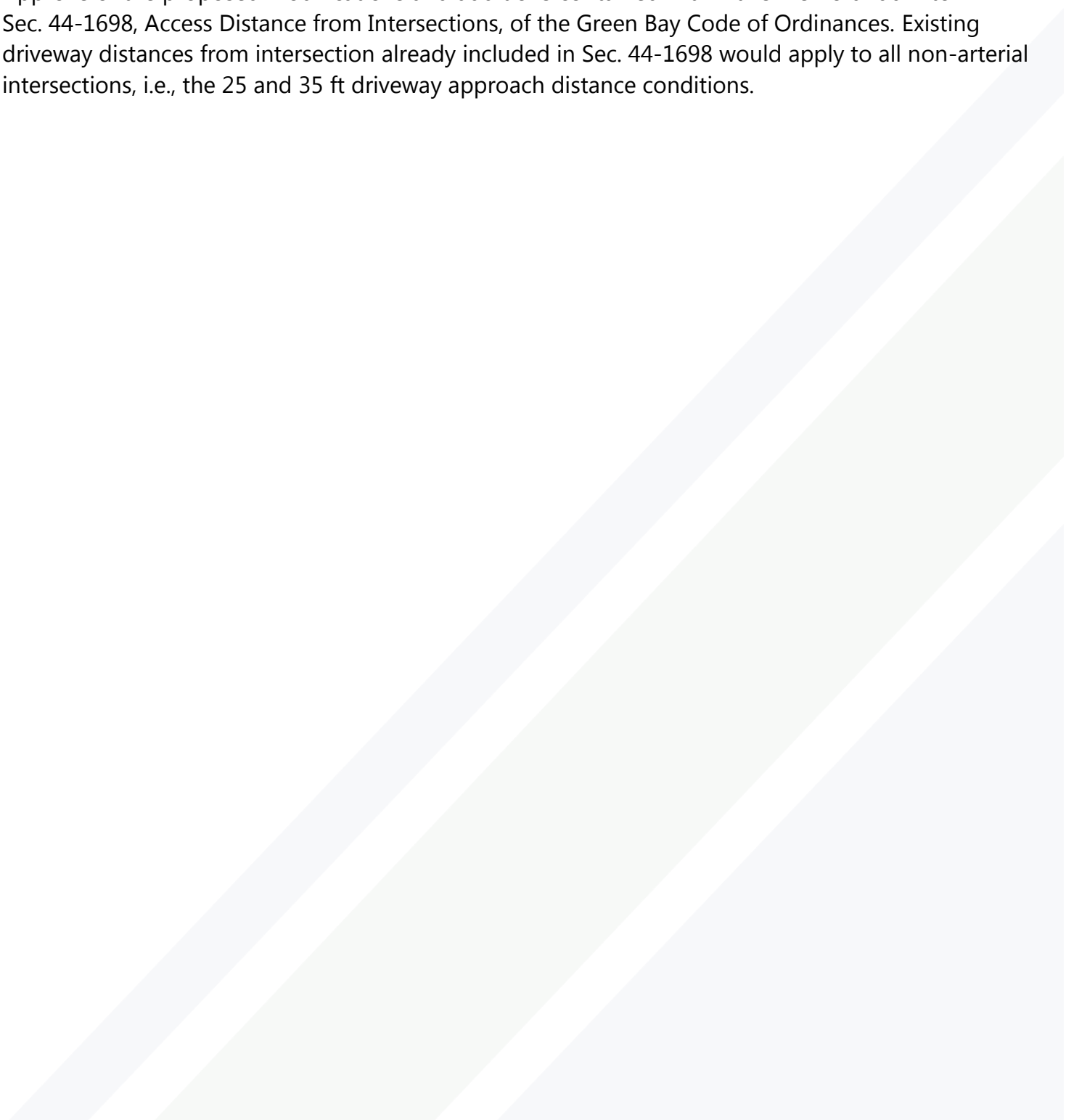
Allowing access only via intersecting streets rather than at each abutting property best preserves the public investment in a road; fewer capacity expansions will be needed in the future, traffic flow will be maintained, and crashes will be reduced. Providing direct private property access onto an arterial may carry a high public cost. Maintaining direct property access on lower-speed local roads rather than an arterial promotes bicycle and pedestrian travel.

Conclusions

Applying intersection functional area principles to all arterial intersections will increase the traffic safety along those roadways and provide a better and safer experience for all road users including the applicants, the applicant's customers, and non-motorized users such as bicyclists, pedestrians, and micro-mobility users.

Recommendation

Approve of the proposed modifications and additions contained within this memorandum to Sec. 44-1698, Access Distance from Intersections, of the Green Bay Code of Ordinances. Existing driveway distances from intersection already included in Sec. 44-1698 would apply to all non-arterial intersections, i.e., the 25 and 35 ft driveway approach distance conditions.

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Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # P.1

To approve the request to reclassify the Public Works Signs Worker Foreperson position from Pay Grade G (\$22.53/hour - \$26.52/hour) to Pay Grade H (\$24.74/hour - \$29.06/hour)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Signs Worker Foreperson Reclass Report 08-2021
2. Signs Worker Foreperson Reclass Fiscal Impact - 07-2021



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee
Joseph Faulds, Human Resources Director

From: Melanie Falk, PHR
HR Operations Manager

Re: Request to Reclassify the Public Works Signs Worker Foreperson Position from Pay Grade G (\$22.53/hour - \$26.52/hour) to Pay Grade H (\$24.74/hour - \$29.06/hour)

Date: August 4, 2021

RECOMMENDATION

- I. The Department of Public Works is requesting that the Signs Worker Foreperson classification, Grade G, be reclassified to Pay Grade H of the City's pay plan to ensure appropriate compensation for the work that is being performed.

BACKGROUND

- II. The Signs Worker Foreperson is responsible for scheduling and directing the work of (3) sign shop section employees. These employees hold the position of Operator or Laborer, and the Foreperson also oversees the work of the summer help personnel. The Foreperson conducts performance evaluations of summer personnel; approves time off for section employees; ensures that all installations conform with federal guidelines; supervises and performs computer-aided design of signs and prepares billing information. In addition to these duties, this position operates all of the equipment and performs the work of the Signs Operator.

In 2017, the City implemented the new salary plan, which is currently in place. The Signs Worker Foreperson was placed in Pay Grade G. In addition, it was determined that the Signs Operator position would also be placed in Pay Grade G due to internal and competitive concerns. As a result, the employee that held the position of Foreperson was offered the opportunity for a subsequent classification review due to the Signs Worker position being placed in the same pay grade. However, the incumbent did not want to pursue the additional review. This individual retired in April 2020.

The current Foreperson requested a classification review which was conducted by our salary plan consultant, Carlson and Dettman. The consultant has determined, after receiving

clarification of the job functions, particularly those related to the lead worker duties, that the Signs Worker Foreperson position should be placed in Grade H of the salary plan.

FISCAL IMPACT

- III. This reclassification results in an annual cost increase of **\$2,006**. (See attached worksheet for detail).
The department has the budgetary funds to cover the additional expense.

c: Steve Grenier, Public Works Director
Chris Pirlot, Operations Director
Josh Brassfield, Superintendent

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Signs Worker Foreperson Fiscal Impact

Category	Signs Worker Foreperson (Grade G, Performance Range - \$26.79/hr.)	Signs Worker Foreperson (Grade H, Step 5 - \$27.63/hr.)
Salary	\$55,723	\$57,470
FICA	\$4,263	\$4,396
WRS	\$3,761	\$3,879
Worker's Comp	\$117	\$121
Health Insurance	\$18,527	\$18,527
Dental Insurance	\$1,555	\$1,555
Life Insurance	\$95	\$98
TOTAL COMPENSATION	\$84,041	\$86,047

Fiscal Impact

\$2,006



Report to the
Economic Development Authority
of the City of Green Bay

MEETING DATE

August 17, 2021

PREPARED BY

Erin Rovinski, Staff

AGENDA ITEM # Q.I

To approve the Downtown Parklet Grant request for \$5,000, from the Aging and Disability Resource Center (ADRC) / Grounded Café for a parklet outside 300 S. Adams Street.

BACKGROUND

The Downtown Parklet Grant Program provides funds of up to \$5,000 for reimbursement of parklet construction and installation. The source of funds is Tax Increment District (TID) #5 and eligible recipients are located within a half-mile of the TID boundaries. The first application round ended July 9, 2021.

The ADRC / Grounded Café submitted a Downtown Parklet Grant application to fund the construction of a parklet in front of 300 S. Adams Street. Grounded Café has a walk-up window on the east side of the building and the proposed parklet will provide additional outdoor seating for customers. Staff reviewed the Option 2 parklet design in the application, which includes benches, a platform for tables and chairs and shade from the sun.

RECOMMENDATION

To approve a Downtown Parklet Grant of \$5,000 for the ADRC/ Grounded Café parklet, contingent upon parklet permit approval and proper installation of the parklet.

FISCAL IMPACT

\$5,000 of the \$25,000 of Tax Increment District (TID) #5 funds allocated to the Downtown Parklet Grant Program.

ATTACHMENTS

1. ADRC Parklet
2. ADRC-Grounded Cafe Parklet Application 792022

CONCEPTUAL DESIGN PACKAGE

ADRC

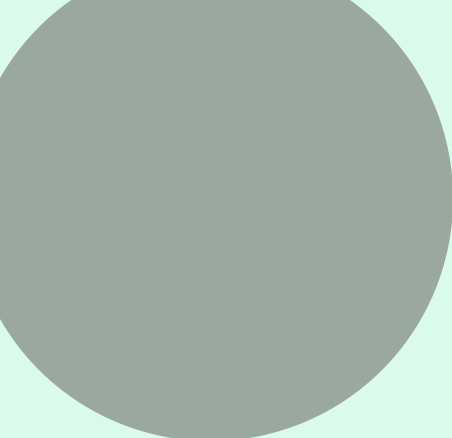
300 S Adams St, Green
Bay, WI 54301



HUTCHISON ART & DESIGN



Hutchison Art & Design LLC
Green Bay, WI 54302

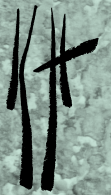


Introduction

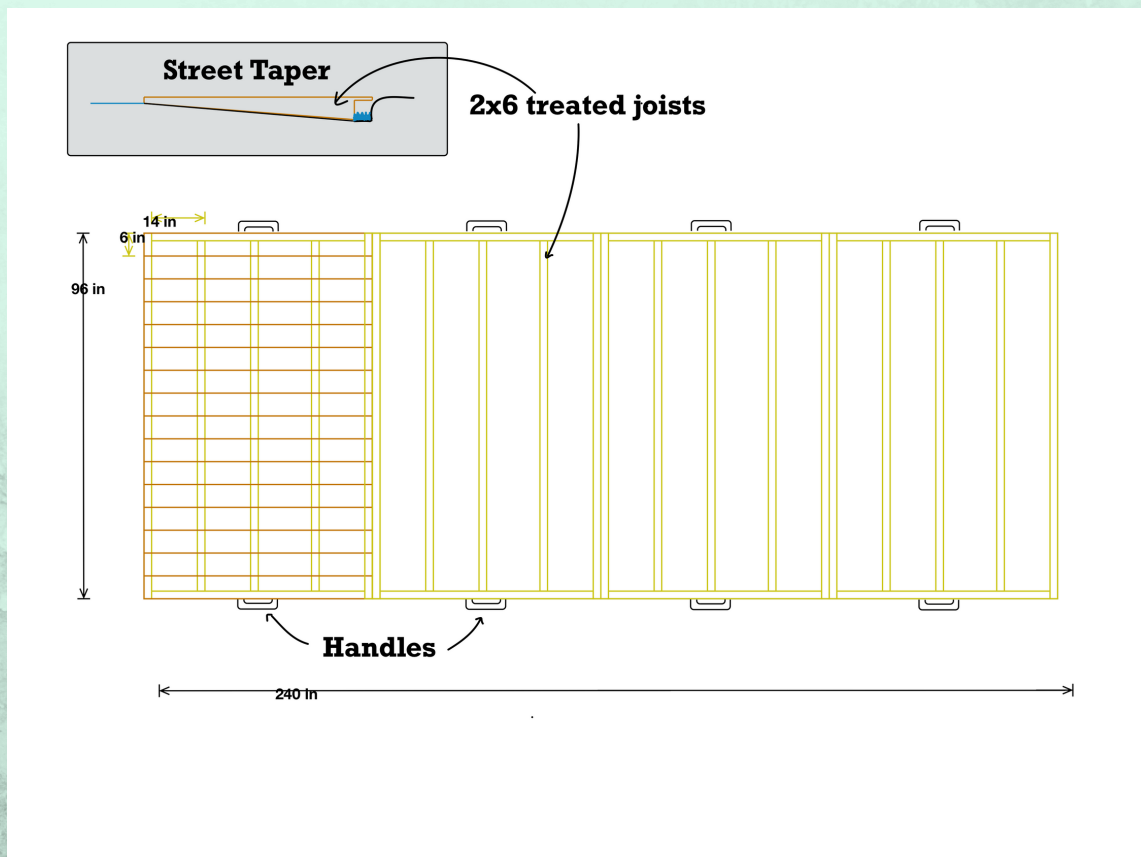
This conceptual development package is intended to provide 2 options for a parklet build-out which will be located in front of ADRC's coffee window.

Both parklet options are intended to be supplemented by various movable tables and chairs to accommodate ADRC's customer demand.

Both options are subject to change based on ADRC's and it's board's opinions.



Flooring

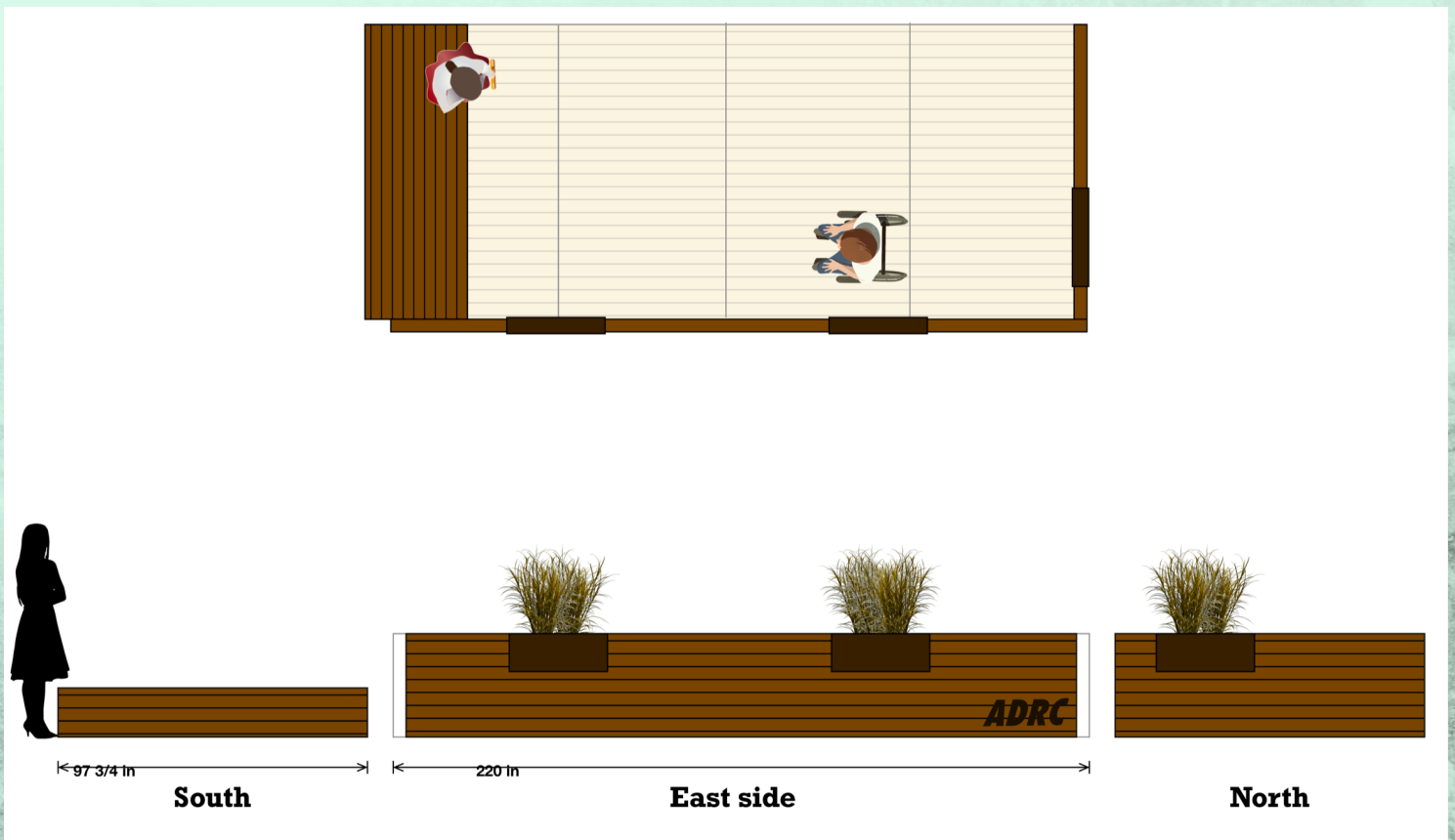


- Footprint of flooring dimensions: 8' X 20'
- Flooring breaks down into 4 movable segments
- Hand holds built into design
- Accommodates street taper



Option 1

Classic Parklet



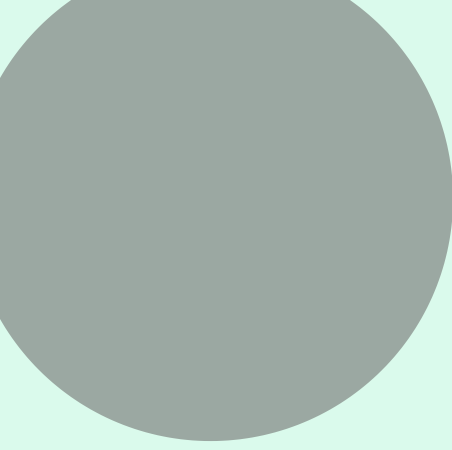
- Perimeter includes 2 walls and one lounge bench
- 3 metal planters can house live or fake plants
- Walls constructed out of robust hardwoods and cedar planking

Option 2

Interior Expression Parklet



- Includes all attributes of option 1
- Aluminum fabricated shading system
 - Hardwood glad internal grid
 - Exterior grade UV and water resistant shade cloth
- Hanging plant mounts
- Exterior grade mountable cushions for lounge bench
- Built-in interior bench opposite of lounge bench



Budget

Option 1

Includes design, planning, all construction materials (lumber, metal, fasteners etc.), labor, and installation.
\$6000

Option 2

Includes design, planning, all construction materials (lumber, metal, fasteners etc.), plants (fake or real), shade cloth, labor, and installation.
\$12,000





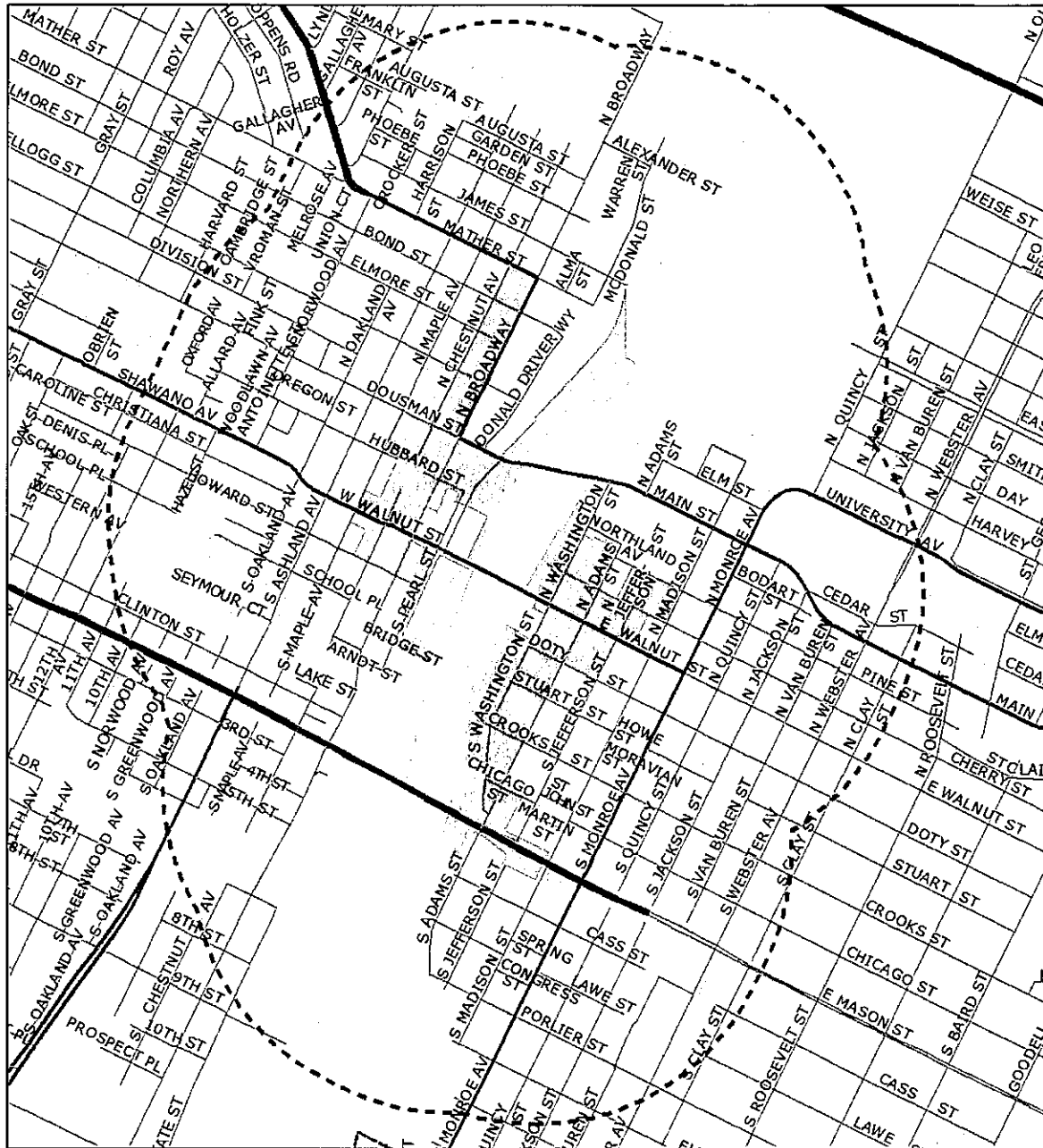
City of Green Bay Downtown Parklet Grant Program

Application Guide



**Department of Community & Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301
920.448.3400**

The Downtown Parklet Grant Program is funded by Tax Increment District (TID) #5. Therefore, grant funds are limited to projects located within a half mile of the boundaries of TID 5, as shown in the map below.



Grant Eligibility Area

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. 29 Mar 2021 X:\Planning\Work Order Requests\2021\21.08 Parklets\Parklet Grant Area.mxd

0 0.25 0.5 Miles



--- Eligible Area (half-mile from TID 5)

--- Tax Increment Finance District

Parks

Parks

managed by a business/organization that is in good standing without significant community complaints, violations, or citations.

Application Approval Process & Timeline

To be considered for the first review period, applications must be submitted by July 9, 2021. If funds are still available after the first funding round, a second round will be offered with an application review period due date of August 13, 2021. Subsequent rounds/application due dates may be released if funds are available. The following steps are required as part of the application approval process.

1. Potential applicants are required to meet with City staff before completing their application to discuss the project location and preliminary design considerations. Meetings may be held in person at the proposed location of the parklet, or virtually via Zoom or Microsoft Teams. To schedule a meeting, please contact Erin Rovinski at 920-448-3305 or email erin.rovinski@greenbaywi.gov.
2. Applicants must submit a completed Downtown Parklet Grant application form, Parklet Permit Application Form, site plan, and detailed cost estimates to erin.rovinski@greenbaywi.gov.
3. Complete applications will be reviewed and scored by City staff from the departments of Public Works and Community & Economic Development. Staff will make a recommendation on approval to the Green Bay Economic Development Authority (EDA).
4. The EDA will consider applications at their next scheduled public meeting and will vote to approve or deny. EDA typically meets the first Monday every month at 5:00 PM.
5. If approved, City staff will prepare a grant agreement, and once executed the project may proceed.
6. Parklets must be constructed and installed within one year of the EDA approval date. Longer timelines may be considered in case of extenuating circumstances. Requests to extend an approved timeline must be requested in writing to City staff. The request must include a revised timeline and explanation for delays.

Project Reimbursement Guidelines

Grants may fund up to 80% of approved project costs. Maximum funding levels are determined on a case-by-case basis but will not generally exceed \$5,000.

Grant funds will be provided in the form of reimbursement. Reimbursements may be issued once the grant recipient meets the following conditions:

1. Parklet is fully constructed and installed before the agreed-upon completion date as defined by the grant agreement.
2. Parklet complies with all applicable local, state, and federal policies, procedures, or laws.
3. Grant recipient or their contractor submits paid receipts of eligible expenses.

Vision Statement-for the Parklet

A place where everyone has a seat at the table-you belong

Describe the proposed parklet in detail, including location, safety considerations, and planned uses and amenities. Attach additional pages if necessary. Project Start Date: Project End Date:

This outdoor café space is intended to service the Grounded Café as additional seating while providing comfortable space surrounded by an equity and inclusion message. The Equity Parklet is a place where everyone belongs, can view our Mighty Seed Mural, and find themselves in the powerful inclusion messages hidden within. (See Mural Message Document)

This Parklet will be directly in front of the ADRC and Grounded Café 300 S. Adams Street and across from the police station. The Parklet plan is included in the outline in this application. It will span 1.5 parking spots, be level with the sidewalk and allow for additional café seating for our mission driven coffee house, Grounded Café. Grounded installed a walk-up window to our café during the pandemic that will be a helpful feature for the Parklet-customers can order, sit in the comfort of the covered Parklet and connect with friends while here.

Adams street is a 25 mile an hour roadway and metal structural elements will be included on the parklet's north side for safety. There will be overhead sun protection, benches, space for tables, and specially designed ADA features for our customers with disabilities. This accessibility is critical for our space and the parklet will highlight accessibility function and atheistic design as a positive element to our downtown businesses.

Bringing in green flowering elements will be critical that pull some of the healing power of the garden from our building mural out onto the parklet as an extension of that work. We chose Kent Hutchison as the Parklet designer and installers in order to bring artistic elements to the street. The ADRC has a Hutchison sculpture on the north end of our block that will also complement this design.

Explain why grant funds are needed to complete the project. Would the parklet project occur without the assistance or to a lesser degree? Attach additional pages if necessary

The ADRC/Grounded Café is a non-profit human service organization that is unable to use any of our contract-based government funding for any programs or building features that are specifically within our scope of service. Grounded Café was a social innovation model program that must sustain itself without federal or state resources, even when serving the mission of job training for persons with disabilities. In order for us to be able to sustain our café, increase business, and offer more opportunities for persons with disabilities we need to write grants and offer donation opportunities for people to support us.

We had 2 models of a Parklet designed by Kent Hutchison. One that is a basic model at low cost and one that would help us match our "outsides to our insides" Our drive to reduce stigma, asking for help, and reaching people sooner hinges on our image as a place that is welcoming to all people. We need to look, feel and function as a coffee house with great products and a comfortable environment. Respect for all people, if you have many resources or have only a penny in your pocket is important to us. Asking for help should be dignified and the space you receive help should look like place where anyone would want to hang out. We feel this Parklet will expand that vision.

Without the grant dollars we would not be able to build the parklet with our limited resources. We have solicited donations and requested modest support from our Board of Directors to help complete the project. This grant is critical to us moving forward.

business, and offer more opportunities for persons with disabilities we need to write grants and offer donation opportunities for people to support us.

We had 2 models of a Parklet designed by Kent Hutchison. One that is a basic model at low cost and one that would help us match our “outsides to our insides” Our drive to reduce stigma, asking for help, and reaching people sooner hinges on our image as a place that is welcoming to all people. We need to look, feel and function as a coffee house with great products and a comfortable environment. Respect for all people, if you have many resources or have only a penny in your pocket is important to us. Asking for help should be dignified and the space you receive help should look like place where anyone would want to hang out. We feel this Parklet will expand that vision.

Without the grant dollars we would not be able to build the parklet with our limited resources. We have solicited donations and requested modest support from our Board of Directors to help complete the project. This grant is critical to us moving forward.

C. Summary of Proposed Grant-Eligible Costs	
Proposed Material (attach product information including brand, model, etc.)	Cost Estimate (attach estimate from contractor/supplier)
See Attached Cost, Materials and Design by Hutchison Art & Design LLC-Option 2	
Materials Total:	
Proposed Labor for Construction and Installation	Cost Estimate (attach estimate from contractor)
Labor included in estimate	
Labor Total:	
Other Proposed Costs (permits, licensing, etc.)	Cost Estimate (attach cost documentation as necessary)
See Attached Cost, Materials and Design by Hutchison Art & Design LLC	

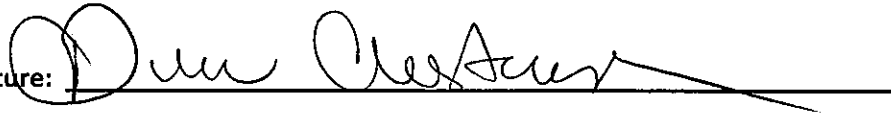
involved in the proposed project. False information, in addition to disqualifying me from any further consideration for financial assistance, may also subject me to litigation to recover the City's expenses related to reviewing this application and/or the costs to collect granted funds. I understand that the Economic Development Authority of the City of Green Bay may release information for public purposes regarding the project, excluding any confidential financial information.

Applicant Name (Print):

Title: Devon Christianson / Director

Applicant Company/Organization Name (Print): ADRC of Brown County

Applicant Signature:

A handwritten signature in black ink, appearing to read "Devon Christianson", written over a horizontal line.

Date:

7/9/2021

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

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

(5) FEE. The fee for a Parklet permit shall be \$200.00 for permits issued in 2020, and thereafter shall be established by resolution, at a rate of not less than \$200.00.

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

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



Report to the Economic Development Authority of the City of Green Bay

MEETING DATE

August 17, 2021

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.2

To approve the Development Agreement with Moski Corp regarding the development of the properties located at 1300-1400 Block S. Huron Road with the change to include language to allow for a lien, in the original amount of special assessment, to be placed on the properties so that the City can recover the assessment should the benchmarks not be met.

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

Moski Corp. is currently the owner of Parcel 21-183, a 30 acre parcel of land, with the anticipation of developing a commercial/industrial business. In 2005, S. Huron Road was constructed and special assessments were levied upon and encumbering the property; which have increased over time and remain outstanding. When preparing for development, it was discovered that a considerable amount of the land area contains high quality, forested wetlands substantially limiting area suitable for building. The City owns Parcel 21-182-3, a 2 acre Outlot adjacent to the north with no anticipated future use. The Developer desires to develop the property and the City desires to preserve the wetlands. For the last few years, the City has been in discussion with the Developer to combine both properties and designate the eastern 1/3 for residential development, the western 1/3 for industrial park development and the southern 1/3 for permanent open space.

To facilitate these aims, the draft development agreement was negotiated. The sequence of events outlined within the Development Agreement includes:

1. Property transfer of the Developer owned 30 acre parcel (21-183) from the Developer to the City of Green Bay for the sum of \$1.00;
2. Upon acquisition of the parcel, the City will record permanent conservation easements prohibiting improvement to the land in and near the wetlands as depicted in Exhibit D of the draft Development Agreement;
3. Special assessments associated and special charges currently levied against the property will then be rescinded and Parcel 21-183 will be combined with a City owned 1.9 acre parcel (21-182-3);
4. The combined parcels will then be conveyed back to the Developer for the sum of \$190,000, allowing the developer to begin zoning actions and create construction documents necessary for the development of multiple-family housing on the eastern 1/3 of the property and future development on the western 1/3.

At this time the Developer is proposing the construction of three (3) two-story, fifteen (15)-unit structures and three (3) two-story, eight (8) unit structures for a total of sixty-nine (69) market-rate residential apartment units on the future parcel on the eastern portion of the subject property as depicted in Exhibit C

of the draft Development Agreement. The City estimates that the project will be valued between \$5,500,000 - \$7,000,000 upon completion generating approximately \$135,000 in taxes annually with approximately \$54,000 directed to the City of Green Bay. The project is required to be completed no later than the end of 2026. It is anticipated that it will be completed sooner. The Developer intends to market the future parcel on the western portion of the subject property for uses suitable for the business park; which, will be in coordination of the City's marketing efforts.

RECOMMENDATION

Staff is recommending approval of the development agreement and forwarding a final development agreement from the EDA to the City Council once reviewed, edited and approved by the City Attorney.

FISCAL IMPACT

The City estimates that the residential project will be valued between \$5,500,000 - \$7,000,000 upon completion generating approximately \$135,000 in taxes annually with approximately \$54,000 directed to the City of Green Bay. Additional unknown future value associated with the commercial/industrial portion of the property is also anticipated to be generated when developed.

ATTACHMENTS

- I. Kos-Huron-Draft Development-Agreement-07.28.21



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 21-XX

KOS HURON

This Development Agreement is made this _____ day of _____, 2021,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City")
and MOSKI CORP 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>
21-183	0 S. Huron Rd.	30.250	\$30,300.00
21-182-3	1300 S. Huron Rd. Block	1.888	\$0.00

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately thirty-two and one hundred thirty eight thousandths (31.138) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the construction of Three (3) two (2)-story fifteen (15)-unit structures (with attached garages) and three (3) two (2)-story eight (8)-unit structures (with detached garages) containing a total of sixty-nine (69) market-rate residential apartment units. 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 thirty thousand, three hundred dollars (\$30,300.00), which based on the assessed tax rates in effect as of January 1, 2021, the Property yields approximately:
1. Seven hundred twenty nine dollars (\$746.10) in total real estate taxes annually (assessed mill rate of \$24.63);
 2. Seven hundred twenty nine dollars (\$746.10) 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 \$24.63); and
 3. Two hundred eighty six dollars (\$294.52) 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 five million, five hundred thousand dollars (\$5,500,000), which is anticipated to yield approximately:

1. One hundred thirty five thousand, four hundred sixty five dollars (\$135,465) in total real estate taxes annually (assessed mill rate of \$24.63);
2. One hundred thirty five thousand, four hundred sixty five dollars (\$135,465) 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 \$24.63); and
3. Fifty three thousand, four hundred sixty dollars (\$53,460) 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. The City desires to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- G. In order to induce Developer to undertake the Project, such that the Project will build new structures for individuals of all ages and abilities; 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; and the public will generally benefit, the City has agreed to enter into certain transactions with 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, including but not limited to adopted or approved plans or specifications on file with the City, 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, 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, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be

deemed controlling and the City 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 participate in certain transactions as set forth in this Agreement. The City intends to recover its costs through new real estate taxes 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 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. "Base Value" means the aggregate assessed value of the Property on the first (1st) day of January of the year when this Agreement was executed, which shall be thirty thousand, three hundred dollars (\$30,300.00).
- D. "City" means the City of Green Bay, Brown County, Wisconsin.
- E. "Concept Plan" means the plan for the Project.
- F. "Developer" means MOSKI CORP, or any assignee of the same.
- G. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- H. "Plans and Specifications" means the plans and specifications developed for the Project.
- I. "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 or the City may propose and the City and may accept in its sole discretion.
- J. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- K. "Project" means the Project as defined in the Recitals.
- L. "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.
- M. "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.

III. TRANSACTIONS

- A. Qualification. Developer shall demonstrate to the satisfaction of City a need for the transactions contemplated herein, with such determination to be made according to the “but for” test, that is, that but for the City participating in such transactions, the Project would not happen.
- B. First Property Transfer. By no later than November 30, 2022, Developer shall convey Tax Parcel 21-183 (0 S. Huron Rd.) to the City, 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.
- C. Permanent Conservation Easement. Upon acquisition of Tax Parcel 21-183 (0 S. Huron Rd.), the parties acknowledge and agree that the City shall prepare and obtain approvals for a Permanent Conservation Easement on the Property, which shall include prohibitions on constructing improvements within the contiguous forested wetland and on all land within thirty five (35) feet of such contiguous forested wetland, for which desired boundaries are herein attached as EXHIBIT D. Developer agrees that the Permanent Conservation Easement is a material requirement to this Agreement, and that but for the Permanent Conservation Easement, the City would not enter into this Agreement. Under no circumstances shall the Permanent Conservation Easement as identified in EXHIBIT D be reduced or amended.
- D. Special Assessments. In consideration of the Permanent Conservation Easement encumbering the Property, the City shall take all steps necessary to rescind all Special Assessments and Special Charges currently levied, and subsequently deferred, against the Property under §66.0701-0733 and §66.0627 Wis. Stats., the City Code of Ordinances, which is equivalent to approximately:
 - 1. One hundred sixty eight thousand dollars (\$168,000.00) at the time the original Special Assessment was levied in 2005; or
 - 2. Four hundred twenty one thousand dollars (\$421,000.00) as calculated in 2020 under provisions for deferred assessments within the City Code of Ordinances.
- E. Parcel Combination. The City shall take all steps necessary to combine Tax Parcel 21-183 (0 S. Huron Rd.), as encumbered, and Tax Parcel 21-182-3 (1300 S. Huron Rd. Block) into one parcel. Upon recording of such action 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. D.
- F. Second Property Transfer. City shall convey the Property, which now includes both Tax Parcel 21-183 (0 S. Huron Rd.) and Tax Parcel 21-182-3 (1300 S. Huron Rd. Block), to Developer, free and clear of Special Assessments and Special Charges identified herein Section III. D. of the Property as herein proposed, except for the Permanent Conservation Easement as herein described in Section III. E. and EXHIBIT D, via warranty deed, for the sum of one hundred ninety thousand dollars (\$190,000.00), and shall provide an owner's policy of title insurance at the time of conveyance.
- G. Preferred Forgivable Equity Investment. Concurrent with the Second Property Transfer described in Section III. F., the City shall take a Preferred Forgivable Equity Investment in the Project of two hundred thirty thousand dollars (\$230,000.00), which is the estimated value of the real estate that will be transferred to the Developer, plus the value of the outstanding deferred Special Assessments that will be waived by the City. The Preferred Forgivable Equity Investment shall be secured by the Property and shall survive the expiration of this Agreement. The Preferred Forgivable Equity Investment shall be reduced by one hundred fifteen thousand dollars (\$115,000.00) when the aggregate assessed value of the Property is greater than or equal to seven hundred and fifty thousand

dollars (\$750,000.00) prior to January 1, 2025. The Preferred Forgivable Equity Investment shall be eliminated in total when the aggregate assessed value of the Property is greater than or equal to one million, five hundred thousand dollars (\$1,500,000.00) prior to January 1, 2027. Should the aggregate assessed value of the Property fail to be greater than or equal to one million, five hundred thousand dollars (\$1,500,000.00) prior to January 1, 2027, the Developer shall pay the City the remaining Preferred Forgivable Equity Investment.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to November 30, 2022, Developer shall submit a Concept Plan to the Director of Community and Economic Development for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify the Permanent Conservation Easement as described herein.
- B. Construction Documents. Prior to November 30, 2023, 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, to the Director of Community and Economic Development for approval, which shall include:
 - 1. Full-color elevations for all sides of all proposed structures; and
 - 2. Descriptions of all exterior building materials; and
 - 3. Other such essential items as may be reasonably determined by the City to be appropriate.
- C. Development Budget. Prior to November 30, 2023, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to the Director of Community and Economic Development for approval, which shall include:
 - 1. Not less than two million dollars (\$2,000,000.00) in “hard” construction costs for the entire Project; and
 - 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders.
- D. City Approvals. The City 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 City 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 adversely affect the Concept Plan. The City 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 City or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the City and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the City 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. 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.

- F. Impact Fees. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
- G. Proof of Equity. Developer shall have in place and shall provide the City no later than November 30, 2023, 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.
- H. Proof of Financing. By no later than November 30, 2023, Developer shall have delivered proof satisfactory to the City of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City, to complete the Project according to the plans and specifications.
- I. Acquisition of Property. By no later than November 30, 2023, 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 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.
- J. 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.
- K. 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, 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.
- L. Use of Funds. Developer may use funds described herein only to fund Qualified Expenses as set forth in the approved Development Budget.
- M. 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 of the Preliminary Concept Plan, approval by the City of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed no later than November 30, 2026. Developer shall file with the City copies of the detailed construction plans within ninety (90) days after completion of the Project.
- N. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the City information having a bearing upon the interests of the City in the Property or under this Agreement. Upon request of the City, Developer shall submit progress

reports during the course of construction. Upon request of the City, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.

- O. Copies of Documents. All documents from Developer to the City shall be submitted in triplicate.
- P. 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.
- Q. Right of First Refusal. Developer shall provide City the right of first refusal to purchase the Property. This right of first refusal shall expire when the aggregate assessed value of the Property is greater than or equal to two million dollars (\$1,500,000).
- R. Transfer or Sale of Project Property.
 - I. Notice of Intent to Transfer. In addition to the right of first refusal granted herein, 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 a written request for transfer thirty (30) days prior to the anticipated transfer. The City 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 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 termination of this Agreement, 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 in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- S. 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.
- T. Environmental.
 - I. 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 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 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 any other obligation of Developer to the City 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 Property.

U. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, 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 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, 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.
- 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. 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.

V. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City 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, which notice shall be given by the City 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 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 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 is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to Developer, then counsel for the City, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. Developer shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City 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 for the reasonable fees and expenses of counsel(s) retained by the City, and shall be bound by the results obtained by the City; 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

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

- A. Existence. Developer shall have provided City 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 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.
- D. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned that 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.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Developer represents and warrants to the City as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City, 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 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 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. The City shall not 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 on the Property 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:
 - I. 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; 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, 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 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 to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Acceleration of Indebtedness. Accelerate the maturity of the indebtedness owed, and any obligations of the Developer thereto, pursuant to the Preferred Forgivable Equity Investment;
 5. Sue for Damages. Sue for all damages caused by the Event of Default;
 6. Other Remedies. Pursue any other remedies available to the City at law or in equity;
 7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and

8. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City, or either of them, by virtue of the Event of Default.
- C. City Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City to perform their obligations under this Agreement, but only after providing the City notice of such default and a failure by the City to commence attempts to cure such default within the thirty (30)-day notice period. If the City, 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 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. The aggregate assessed value of the Property is greater than or equal to one million five hundred thousand dollars (\$1,500,000.00) on January 1 for seven (7) consecutive years; or
 2. This Agreement is terminated because of an Event of Default; or
 3. The parties agree in writing to terminate this Agreement.
- B. Survival of Certain Provisions. Sections IV. E., IV. I., IV. K., IV. P., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., 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, 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, 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 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 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 shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City is not a partner or joint venturer with Developer in the Project or otherwise. Under no circumstances shall the City 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 November 30, 2020, 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:
- I. 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: Celestine Jeffreys, City Clerk
100 North Jefferson Street
Green Bay, WI 54301
e-mail: celestine.jeffreys@greenbaywi.gov
facsimile: 920-448-3016

To the Developer: Moski Corporation
Attn: Paul Kosmoski
1270 Main Street
Green Bay, WI 54302-1337
e-mail: paul@kosapts.com
facsimile: 920-432-9230

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 shall 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 2

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

**DEVELOPER:
MOSKI CORP**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named _____, a member of MOSKI CORP, 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 2

THE CITY OF GREEN BAY and MOSKI CORP

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, City 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 _____

EXHIBIT A Property Map



EXHIBIT B
Legal Description

Tax Parcel 21-183 | 0 S. Huron Rd.

30.250 AC M/L
S 30 AC SE 1/4 SW 1/4 SEC 11 T23N R21E EX RD IN 2184178

Tax Parcel 21-182-3 | 1300 S. Huron Rd. Block

82,245 SQ FT
OUTLOT 1 OF 47 CSM 34 BNG PRT OF SE1/4 SW1/4 SEC 11 T23N R21E

EXHIBIT C

Preliminary Concept Plan

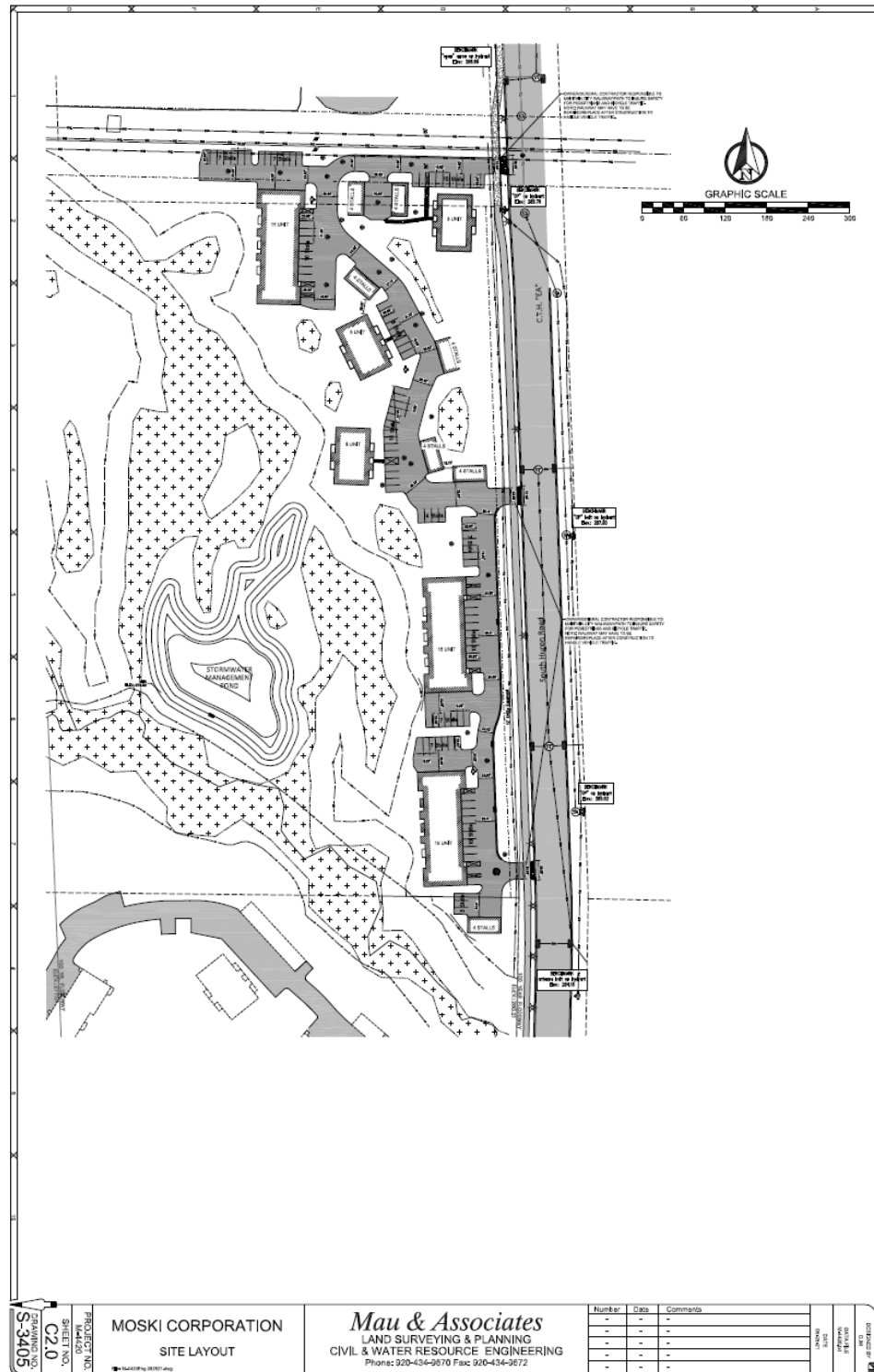
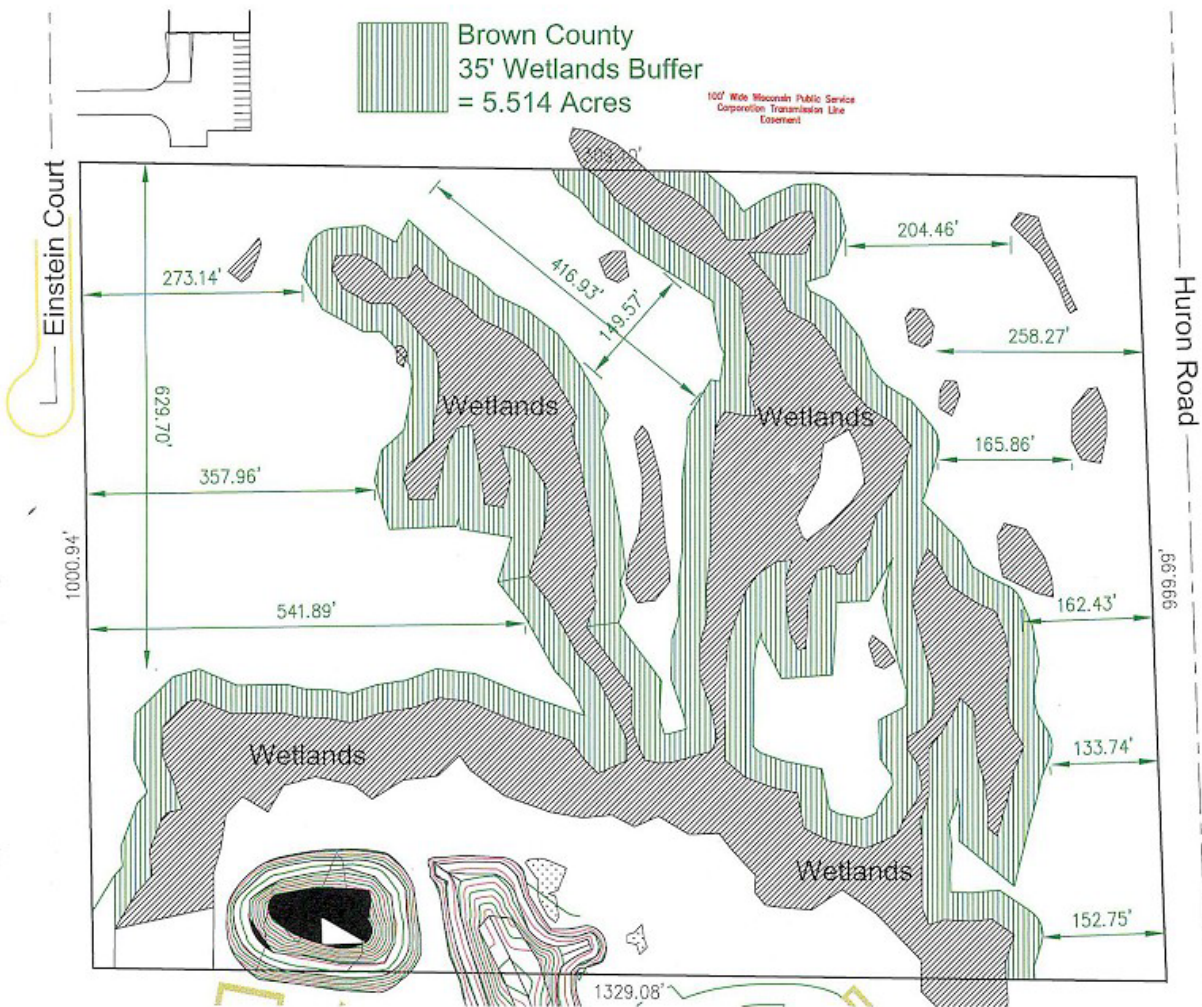


EXHIBIT D
Preliminary Permanent Conservation Easement





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 17, 2021

PREPARED BY

Calvin Winters

AGENDA ITEM # R.1

To approve the purchase of 31 portable radios and batteries for the Fire Department from Baycom for the sum of \$231,861.40. Purchase to be made from Wisconsin Counties Association Contract. Quote attached.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ES2021080201 QUOTE-1519153-1 Green Bay Fire Department; APX8000(31)



GREEN BAY FIRE DEPT, CITY OF

Green Bay Fire Department; APX8000 (31)

07/30/2021

07/30/2021

GREEN BAY FIRE DEPT, CITY OF
501 S WASHINGTON ST
GREEN BAY, WI 54302

RE: Motorola Quote for Green Bay Fire Department; APX8000 (31)
Dear Calvin Winters,

Motorola Solutions is pleased to present GREEN BAY FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide GREEN BAY FIRE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Eric Schroeder at eschroeder@baycominc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Eric Schroeder
Communications Consultant

Motorola Solutions Manufacturer's Representative

Billing Address:
GREEN BAY FIRE DEPT, CITY
OF
501 S WASHINGTON ST
GREEN BAY, WI 54302
US

Quote Date:07/30/2021
Expiration Date:10/28/2021
Quote Created By:
Eric Schroeder
Communications Consultant
eschroeder@baycominc.com
920-544-4203

End Customer:
GREEN BAY FIRE DEPT, CITY OF
Calvin Winters
Calvin.Winters@greenbaywi.gov
920.448.3048

Contract: 24752 - WCA
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Contract Price
	APX™ 8000 Series	APX8000			
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	31	\$6,462.00	\$4,717.26
1a	H869BW	ENH: MULTIKEY	31	\$330.00	\$240.90
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	31	\$5.00	\$3.65
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	31	\$515.00	\$375.95
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	31	\$300.00	\$219.00
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	31	\$121.00	\$121.00
1f	H38BS	ADD: SMARTZONE OPERATION	31	\$1,500.00	\$1,095.00
1g	Q629AH	ENH: AES ENCRYPTION AND ADP	31	\$475.00	\$346.75
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	31	\$163.00	\$118.99
3	HMN4101B	AUDIO ACCESSORY- HEADSET,IMPRES RSM NO DSPLY W JACK, NO CHNL	31	\$330.00	\$240.90

Grand Total

\$231,861.40(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- * Additional information is required for one or more items on the quote for an order.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 17, 2021

PREPARED BY

AGENDA ITEM # R.2

To deny action on a request by Kris Teske for conflict counsel for the WEC Complaint titled, Carlstedt, et al. v. Meagan Wolfe, et al. (Item was referred from the August 3, 2021 Council meeting.)

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

None

Detail Summary of Projects Issued

7/1/2021 to 7/31/2021

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
105022	1019 MENDOTA DR..21-8382	BAY SETTLEMENT INVESTMENTS LLC		\$1,320.35	\$0.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH ATTACHED GARAGE EC approved 6/29/21 - took to EC on 6/21/21 - EDW						
105243	522 GREENSTONE CT..21-8019	CASSIE L & DANIEL N GOLDBACH		\$1,207.24	\$325,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH ATTACHED GARAGE EC APPROVED 7/6/21 TOOK TO EC ON 6/25/21 - EDW						
105245	117 PURPLE SAGE DR..21-8157	GREEN VIPER INC		\$1,289.25	\$325,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH ATTACHED GARAGE EC Approved 7/7/21 TOOK TO EC ON 6/25/21 - EDW						
105318	2940 GRAND CYPRESS LN..22-2061	EARLENE M RONK		\$1,545.05	\$585,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE EC approved 7/7/21 took to ec - 7/1/21 edw						
105347	3573 BLACK SHEEP WAY..21-8385	NIKKI M & JAMES G ESTEL		\$1,467.51	\$460,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH ATTACHED GARAGE EC approved 7/20/21 - took to EC on 7.6.21 - Erik						
- Site plan needs to be addressed before we are able to issue the permit. - Erik 7/22/21						
104556	2535 PARKWOOD DR..6H-2523	MICHAELA M & JASON R GEURTS		\$332.83	\$40,000.00	Pending
[2-434 - Residential - Addition - Single Family House] Master Bedroom addition of an Auxiliary Building/Pool Room EC APPROVED 7/21/21						
104853	1726 11th AV..1-1268	SARA BECKERS		\$50.00	\$4,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Egress Window only no bedroom at this time unless proper permits pulled						
105088	1165 ELMORE ST..5-1345-E	DANIEL J UNSINN		\$75.00	\$2,650.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Patio Door installed on the back of the house.						
105215	1256 DAY ST..7-90	BOBBIANNE L STASZAK		\$75.00	\$1,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Remove front door adjacent to street and replace with window. Replace side kitchen windows with shorter windows.						
105322	233 N ASHLAND AV..4-125	SARAH J & WILLIAM PETERS		\$125.00	\$11,730.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Bathroom Renovation - First Floor. New Shower unit, drywall, flooring, vanity, and trim work.						
105341	484 MEADOW WIND DR..21-7772	KYLE S HEYRMAN, ETAL		\$418.59	\$58,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] New flooring throughout, new cabinets, new laundry, new mudroom move fireplace, appliance locations are changing						
105343	808 ERNST DR..6-166-D	DAROLD O & JAMIE M MAUS		\$175.00	\$25,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Moving washer and dryer over about 5 feet. Adding a shower, sink, and toilet. Moving existing sink and toilet over 5 feet. Relocating 2 doors, new flooring.						
105346	524 MASTERS LN..21-4145	MAALIYAH A RUBEN		\$409.00	\$45,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODEL						
105374	920 ST. GEORGE ST..7-169-1	JAYSON WERTEL		\$253.03	\$34,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR ALTERATION/ FRONT PORCH						

105437	902 S MADISON ST..16-26	ALAN C & SALLY K D HICKS	\$255.00	\$160,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Master Bathroom and Master Bathroom Remodel					
105438	1201 S FISK ST..6-617	JOSEPH & PAIGE VANELZEN	\$255.00	\$60,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Repair and replace, rotten and damaged windows and doors. Repair and replace old steel water pipes, drains, sinks, faucets, and water heaters. Replace old furnace. New kitchen cabinets. Repaint/recarpet.					
105494	1717 JUNIPER DR..21-1110-M-134	BARBARA J CONTOIS	\$75.00	\$2,130.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Window to Patio Door Conversion					
105550	861 ELMORE ST..5-1422	JERRY DETRY	\$150.00	\$38,024.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL					
105562	900 SHEA AV..18-122	MICHAEL & KATIE MOSS	\$125.00	\$10,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] New windows, converting sunroom into a mudroom, removing/replacing a doors and windows. Framing a wall.					
105564	1351 HOLIDAY AV..6-1494	M LYNN & MATTHEW R VANDESANDE	\$200.00	\$12,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Install I-Beam support for collar tie - ceiling rafters in main floor. Install patio door in dining room to new concrete patio. Build new bath in basement.					
105566	2765 CANYON BLUFF RD..21-4825	ROGER W & DIANE M BENOIT	\$100.00	\$1,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Egress window in Basement					
105570	1044 HOLZER ST..18-807-B	CHRISTINE A DUNBAR	\$205.00	\$14,425.86	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Kitchen Remodel					
105571	2328 LAKESIDE PL..21-899	DANIEL R & KIM SCIESZINSKI	\$385.90	\$125,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Complete Gut and Remodel of the whole home					
105592	617 NIGHT CT..6H-3838	STEPHANIE KMIECIK	\$400.00	\$12,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Finish bedroom in the basement					
105618	525 CLINTON ST..2-111	CORTEGAS PROPERTIES LLC	\$200.00	\$45,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Remodel, flooring, paint, new kitchen cabintets, adding a bathroom, drywall plaster, and roof replacement.					
105403	2749-2751 WOODRUFF CT..21-4931	JAIME M & DON S VOGEL	\$100.00	\$3,000.00	Pending
[4-438 - Residential - Addition - Garage, Carport] 14x16 addition to shed/garage					
105435	1437 S CHESTNUT AV..1-996	DAWN M STROPEROBINSON	\$100.00	\$18,000.00	Pending
[4-438 - Residential - Addition - Garage, Carport] 24x30 garage build					
105465	3065 SITKA ST..21-52	SCHMIDT DANIEL A REVOCABLE TRUST	\$203.55	\$185,000.00	Pending
[4-438 - Residential - Addition - Garage, Carport] GARAGE ADDITION					
105483	461 BRECCIA WY..21-8027	MARK A & THERESE R RUFLEDT	\$100.00	\$6,600.00	Pending
[4-438 - Residential - Addition - Garage, Carport] Detached Garage - 12 x 14 with 2 windows, 1 garage door, 1 service door.					
105512	841 PHOEBE ST..18-664	REBECCA MARIE HAEN	\$150.00	\$11,346.00	Pending
[4-438 - Residential - Addition - Garage, Carport] GARAGE AND DRIVEWAY					
105323	2550 ST. STEVEN CT..6H-2233	MARCIA A & JOHN W TENHAKEN	\$100.00	\$1.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] resurfacing deck, replacing footings, and structure					
105335	2209 LAKESIDE PL..21-919	FLAGPOLE SITTA PROPERTIES LLC	\$50.00	\$8,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] GAZEBO ON CONCRETE					
105419	1951 KNOTTY PINE DR..6H-3065	WAYNE AVERS	\$150.00	\$20,000.00	Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] adding a new deck 15'x20'

105436	3615 LUXEMBURG RD..21-240-10	DANIEL & ALISE KRUEGER	\$100.00	\$15,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Adding a deck to the back of the house					
105467	1401 N BAY HIGHLANDS DR..21-5499	CATHERINE M & MICHAEL J SPANBAUER	\$100.00	\$23,000.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Composite Deck					
105484	2031 PARKWOOD CT..6H-2376	KIMBERLY A & MICHAEL R ZEGERS	\$100.00	\$2,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Patio and sidewalk to driveway					
105485	3463 YORKSHIRE DR..22-1588-97	HEATHER A & ADAM J KorpAl	\$200.00	\$5,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Deck modifications and addition for the new Above Ground Pool					
105508	1227 LAWE ST..14-1195	KATHLEEN D & GERALD R AASE	\$100.00	\$1,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Remove existing deck that is not safe and replace w/ paver block patio and treated lumber stairs / small landing					
105532	472 SKYLINE BLVD..21-822-5	KAREN M KUDICK	\$50.00	\$1,600.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] 12 x 15 patio concrete					
105591	1247 SAN JOSE PL..3-1279	XAI CHA & HOUAWA H XIONG	\$100.00	\$1,200.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK/PORCH/RAMP					
105434	1958 SMITH ST..21-2445-N-20	SIMONA R VARGAS	\$50.00	\$1,500.00	Pending
[9-645 - Raze - Building or Structure (Residential)] GARAGE					
105549	861 ELMORE ST..5-1422	JERRY DETRY	\$50.00	\$3,500.00	Pending
[9-645 - Raze - Building or Structure (Residential)] RAZE GARAGE					
104575	1861 PARKLAND WAY..6-2254	ADAM P & MISTY M KOCHA	\$50.00	\$5,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] Driveway					
105025	1372 SERVAIS ST..6-1453	HEATHER A GOLDEN	\$50.00	\$4,800.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION					
105162	430 FAIRVIEW CT..5-1602	DENISE M FASSBENDER	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)] FENCE					
105179	1308 ELM ST..8-374	KATIE B CARTWRIGHT	\$50.00	\$8,944.00	Pending
[11-1 - Fence (Residential)] FENCE					
105181	735 S ADAMS ST..15-52	HEATHER A LUTZOW	\$100.00	\$7,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] see drag file varince required to proceed P.O. New plan submitted 7/5/21					
105200	802 PARK ST..18-1356	JESICA E ALBERS	\$50.00	\$3,520.00	Pending
[11-1 - Foundation Repair (Residential)] Installing 8 Carbon Wall Braces on the West wall.					
105247	2413 MANITOWOC RD..21-3071	JUDITH L BANDY	\$50.00	\$4,455.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY					
105268	1147 KELLOGG ST..5-1638	VANESS FAMILY LTD PARTNERSHIP	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)] FENCE					
105283	1935 BEECH TREE DR..6H-3622	PATRICIA A STANK	\$50.00	\$3,000.00	Pending
[11-1 - Fence (Residential)] FENCE					

105315	2216 PREBLE AV..21-2713 [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY	PHILIP F & PETER S LEE	\$50.00	\$2,000.00	Pending
105324	2656 SHAG-BARK LN..6H-2339 [11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY PLAN UPDATED 7/21/21 SEE FILE P.O.	JAMES C & JULIE A CAMPBELL	\$50.00	\$8,500.00	Pending
105325	523 LAURA ST..21-2502 [11-1 - Foundation Repair (Residential)] Excavate, straighten, and waterproof 28' of east wall	MARIA M & JESSICA MUELLER	\$50.00	\$6,250.00	Closed
105326	1500 10th AV..1-1764 [11-1 - Fence (Residential)] FENCE	LARRY & KRISTI CARLINE	\$50.00	\$8,500.00	Pending
105327	1221 GRIGNON ST..17-257 [11-1 - Foundation Repair (Residential)] 22' of west wall, excavate, straighten, and waterproof	DEANNE M KEYSER	\$50.00	\$5,365.00	Pending
105328	718 DOUSMAN ST..5-620 [11-1 - Foundation Repair (Residential)] Excavate and waterproof, regrade around home	JENNIFER D GARNER	\$50.00	\$6,225.00	Pending
105340	2798 NEWBERRY AV..21-4837 [11-1 - Fence (Residential)] 6' VINYL FENCE	COSBY JOINT REVOCABLE TRUST	\$50.00	\$5,390.00	Closed
105351	1092 ROCKDALE ST..1-1393-B [11-1 - Fence (Residential)] 3 FT TALL FENCE FRONT YARD	JOY LUNDBERT	\$50.00	\$500.00	Pending
105352	879 HUBBARD ST..5-534 [11-1 - Fence (Residential)] REAR YARD FENCE - 6' VINYL	MAX J TREPANIER	\$50.00	\$7,612.00	Pending
105358	1675 RANCLAND DR..6-1479 [11-1 - Fence (Residential)] 6' VINYL FENCE	COURTNEY & JOSH KENEW GERZETICH	\$50.00	\$2,000.00	Pending
105360	519 ST. BERNARD DR..21-2475-D-21 [11-1 - Fence (Residential)] 6' VINYL FENCE	ELIZABETH & RICHARD CONRAD	\$50.00	\$5,500.00	Pending
105362	120 S HENRY ST..21-2294 [11-1 - Fence (Residential)] 4' CHAINLINK FENCE	OUR SAVIOURS EVANGELICAL LUTHERAN CHURCH	\$70.00	\$6,662.00	Pending
105372	1124 COLONIAL AV..1-1800 [11-1 - Fence (Residential)] FENCE 6' WOODEN	HECTOR J SILVA	\$50.00	\$800.00	Pending
105376	520 GRAY ST..5-787 [11-1 - Fence (Residential)] FENCE	ANGELA M & BRYAN J HILLSBERG	\$50.00	\$2,000.00	Pending
105377	739 BELLEVUE ST..21-1333 [11-1 - Fence (Residential)] FENCE	CHRISTIAN MUNIZRODRIGUEZ, ETAL	\$50.00	\$7,669.00	Pending
105378	522 FRED ST..21-1714-E-13 [11-1 - Fence (Residential)] FENCE	MAYELA L GUZMAN	\$50.00	\$7,359.00	Pending
105379	2792 E EDWARD DR..21-3616 [11-1 - Garage/Carport/Shed (residential)] SHED	CHAD R & JENNA M ELFE	\$50.00	\$800.00	Pending
105390	1586 LOUISE ST..8-628 [11-1 - Fence (Residential)] FENCE	VICTOR L & KEVIN W EDWARDS-YOUNG	\$50.00	\$4,308.00	Pending
105391	1955 CANDLE WAY..6H-2256	MICHAEL A & KIMBERLY J MAAS	\$50.00	\$4,000.00	Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEW REPLACE/EXPAND

105392	1020 NICOLET AV..2-968	KATRINA E & ERIC T LEAL	\$50.00	\$3,100.00	Pending
[11-1 - Fence (Residential)] FENCE					
105402	1743 HAROLD ST..19-440	TORI SCHWARTZ	\$50.00	\$57.00	Closed
[11-1 - Swimming Pool (Residential)] ABOVE GROUND POOL					
105411	915 MARSHALL AV..18-318	LAURA E STODOLA	\$50.00	\$8,700.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY					
105413	3518 MAYAPPLE DR..21-8136	AMANDA & JOSEPH WOULF	\$150.00	\$2,000.00	Pending
[11-1 - Swimming Pool (Residential)] ABOVE GROUND POOL					
105418	1421 SHANNON ST..6-2196	INGRID A & JOHN H LANDRY	\$100.00	\$15,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] DETACHED GARAGE 16 X 26					
105424	820 BADER ST..21-1419-L-3	LUIS & MARGARITA ADOLFO MORAN	\$50.00	\$3,500.00	Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE					
105425	2651 HE-NIS-RA LN..6H-2130	BRADLEY T & LISA K FELLER	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)] 5' CHAIN LINK					
105430	2120 MAHON CT..21-817-12	SUSAN M & RICHARD A GRUNWALD	\$50.00	\$2,200.00	Pending
[11-1 - Fence (Residential)] FENCE (DUPLEX - 2120 MAHON CT & 2919 EMMALANE DR)					
105432	1407 HARVEY ST..7-653	SHELBY SHEPPARD, ETAL	\$175.00	\$20,000.00	Pending
[11-1 - Swimming Pool (Residential)] 24 FT POOL					
105440	513 GOODELL ST..17-934-A	SONIA GARZA	\$50.00	\$7,500.00	Closed
[11-1 - Fence (Residential)] FENCE					
105456	2143 WOODCREST DR..6H-3263	LANDEN WILKE, ETAL	\$50.00	\$7,000.00	Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE					
105457	320 LAU ST..21-2355	CORY GIESSEMAN	\$50.00	\$2,500.00	Pending
[11-1 - Fence (Residential)] FENCE - 4 FT CHAIN LINK					
105458	608 HOWARD ST..3-344	TIGER PROPERTIES LLC	\$50.00	\$11,700.00	Pending
[11-1 - Foundation Repair (Residential)] Foundation Repair					
105460	1254 DIVISION ST..5-1335-B	CASTLE ROCK HOMES LLC	\$50.00	\$10,000.00	Closed
[11-1 - Foundation Repair (Residential)] Foundation Repair					
105463	1161 9th ST..1-412	GARY L & JUANITA D RADEY	\$50.00	\$3,300.00	Pending
[11-1 - Fence (Residential)] FENCE					
105464	1587 KENNEDY DR..6-2706	THOMAS A & SUSAN B CAREW	\$50.00	\$3,400.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY					
105472	408 MARYHILL DR..3-811-B	MARK COLLIER	\$50.00	\$400.00	Closed
[11-1 - Garage/Carport/Shed (residential)] 8 X 10 SHED					
105473	3346 PAULA ST..22-2159	KAREN & CHARLES E TOWNSEND	\$50.00	\$4,475.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 8 x 12 STORAGE SHED					

105474	885 ELMORE ST..5-1399 [11-1 - Fence (Residential)] FENCE - 4 FT CHAIN LINK	ALFREDO ABELLA MARTINEZ	\$50.00	\$350.00	Pending
105475	1785 AMY ST..21-3306 [11-1 - Fence (Residential)] FENCE	GREAT NORTH PROPERTIES LLC	\$50.00	\$1,800.00	Pending
105479	301 S CLAY ST..14-1004 [11-1 - Fence (Residential)] FENCE	OSCAR VILLANUEVA CARDOSO, ETAL	\$50.00	\$5,000.00	Pending
105486	1113 10th AV..1-235 [11-1 - Fence (Residential)] FENCE	JAMIE L WERTEL	\$50.00	\$6,870.89	Pending
105489	416 WILSON AV..5-1566 [11-1 - Fence (Residential)] FENCE	EVAN D WISKOW	\$50.00	\$6,000.00	Closed
105495	1094 BIEMERET ST..1-1396-H [11-1 - Fence (Residential)] FENCE	KELSEY & NATHAN DANZ	\$50.00	\$3,600.00	Pending
105496	725 THRUSH ST..18-1308 [11-1 - Fence (Residential)] FENCE - 4 FT CHAIN LINK	BETTY J DISCH	\$50.00	\$1,000.00	Pending
105516	725 ST. GEORGE ST..7-727 [11-1 - Fence (Residential)] FENCE	KYLE K & ANNA M VANLANEN	\$50.00	\$2,300.00	Pending
105544	1691 JUNIPER DR..21-1110-M-82 [11-1 - Fence (Residential)] FENCE	LUIS F SANTIAGO	\$50.00	\$3,000.00	Pending
105548	419 S CLAY ST..14-1040 [11-1 - Fence (Residential)] FENCE	STEPHEN J & TARA J MILLER TRUST OF 2018	\$50.00	\$2,445.00	Pending
105553	2157 KING JAMES DR..6H-3153 [11-1 - Garage/Carport/Shed (residential)] 10 x 12 SHED	TERRANCE D MCNAMEE	\$50.00	\$4,500.00	Pending
105557	3177 OUTING CT..6H-3853 [11-1 - Fence (Residential)] FENCE	CASEY M & THOMAS D GERMANN	\$50.00	\$10,000.00	Pending
105615	1137 KENWOOD ST..1-2268 [11-1 - Foundation Repair (Residential)] Foundation Repair	NICKOLAS R & TYLER WIDI	\$50.00	\$27,900.00	Pending
75311	2845 GREENBRIER RD..21-161-2 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Alteration of suites without permits, done by the hospital. Double fee permit and review fees. PaulVC 10/31/2018	AURORA HEALTH CARE INC	\$1,060.00	\$38,500.00	Closed
104353	1505 GATEWOOD ST..1-1396-G [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] POST CONSTRUCTION PERMIT AND PLAN SUBMITTAL - DOUBLE FEE	GREEN BAY CITY OF	\$782.50	\$15,000.00	Closed
104442	2100 BLK MORROW ST..21-297-1 [31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] \$10,000 SWB EC APPROVED 5/17/21	WISCONSIN PUBLIC SERVICE CORP	\$955.00	\$88,000.00	Pending
104898	1415 E WALNUT ST..17-1061 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] CULINARY REMODEL	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EAST HIGH	\$1,448.61	\$350,000.00	Pending
105203	544 ACME ST..21-1200 [31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)] EC APPROVED 7/13/21	GREEN BAY DRESSED BEEF LLC	\$1,615.00	\$413,000.00	Pending
105370	835 S VAN BUREN ST..16-293	SAINT VINCENT HOSPITAL ETAL	\$801.75	\$365,000.00	Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] PHARMACY REMODEL

105381	1505 GATEWOOD ST..1-1396-G	GREEN BAY CITY OF	\$430.00	\$50,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] RENOVATE AND UPDATE WARMING KITCHEN, MOVE AND REPLACE TYPE 2 HOOD OVER OVEN, HOOD TO UTILIZE EXISTING ROOF AND OPENING, REPLACE SINK WITH A THREE COMPARTMENT AND ADD HAND WASH SINK, ADD WALK-IN COOLER

105382	105 S BUCHANAN ST..3-215	GREEN BAY AREA PUBLIC SCHOOL DISTRICT LINCOLN	\$546.50	\$50,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] MISC ROOM BUILDOUTS

105421	2641 W MASON ST..6H-1137-12	GGD OAKDALE, LLC	\$8,385.50	\$220,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Harbor Freight//Change of Use

105422	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	\$900.26	\$50,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] FIRE LAB TO HVAC LAB

105487	1742 E MASON ST, SUITE 6 ..21-1344-4	STD PROPERTIES LLC	\$120.00	\$9,000.00	Closed
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] VEHICLE DAMAGE REPAIR

104908	1110 KEPLER DR..21-153-2	BCO HOLDINGS LLC	\$240.00	\$1,000,000.00	Pending
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[32-323 - Commercial - New - Hospital, Institutional (hospitals, convalescent homes, clinics, orphanages, rest homes, sanitariums)] CLOSE THIS PROJECT AS SOON AS IT IS PAST FOOTING/FOUNDATION STAGE

104544	3279 NICOLET DR..22-64	BROWN COUNTY	\$100.00	\$331,500.00	Pending
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[34-1 - Site (Erosion control, Fill, Excavation)(Commercial)] EC APPROVED 7/15/21 part of P#10545

104545	3276 NICOLET DR..22-64-1	KAREN A POWELL	\$100.00	\$331,500.00	Pending
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[34-1 - Site (Erosion control, Fill, Excavation)(Commercial)] EC APPROVED 7/15/21 part of P#10544

105310	599 S MILITARY AV..6-1516	G & A LARSEN PROPERTIES LLC	\$140.00	\$1.00	Pending
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[34-649 - Demolition - Interior (Commercial)] INTERIOR DEMO - MAKING IT A SHELL ONLY

105393	1100 W MASON ST..2-42-A	WEST MASON INC	\$360.00	\$36,000.00	Pending
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[34-1 - Roofing (Commercial)] REPLACE ROOF

105404	200 S ASHLAND AV..3-352	PRESBYTERIAN CHURCH	\$70.00	\$40,522.00	Pending
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[34-1 - Roofing (Commercial)] RE-ROOF

105431	1022 PINE ST..9-108	SANDRA ELIZABETH LARA & MARIA JOSE BRITO BARREZUETA	\$70.00	\$2,000.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] ADDED PARKING STALL

105461	1265 LOMBARDI AV..1-1841-A	GREEN BAY CITY OF LAMBEAU FIELD	\$140.00	\$0.00	Pending
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[34-1 - Temporary Office/Trailer/Event (Commercial)] NO INSPECTIONS CALLED AND PAID FOR AFTER EVENT - Pav/VC 7/29/2021

105488	704 S WEBSTER AV..14-824-9	BELLIN MEMORIAL HOSPITAL INC	\$70.00	\$125,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] Antenna Modifications - US CELLAR

105528	1311 N DANZ AV..21-295-5-1	ROWLOCK LLC	\$140.00	\$17,000.00	Closed
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] Re-asphalt exisiting drive

105533	2911 VOYAGER DR..21-147-2	SUPER 8	\$70.00	\$45,000.00	Pending
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[34-1 - Roofing (Commercial)] RE-ROOF SHINGLES

105567	744 S WEBSTER AV..14-825	BELLIN MEMORIAL HOSPITAL	\$2,170.00	\$1,800,000.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)] REPLACING EXISTING FIRE ALARM SYSTEM

105609	1342 S BROADWAY..1-914	KIMBERLEY A GLOVER	\$70.00	\$63,500.00	Pending
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[34-1 - Siding (Commercial)] CHANGE SIDING / WINDOWS / DOORS

105337	814 S ASHLAND AV..2-347	POINT LAND PROPERTIES LLC	\$50.00	\$1,000.00	Pending
[40-1 - Electrical Service - Change (Residential)] TEMP HOUSE SERVICE AND CHANGE HOUSE FROM 2 METERS TO 1					
105342	1952 EASTMAN AV..21-1514-E-1	KEITH P & CATHERINE J VANDENLANGENBERG	\$50.00	\$500.00	Closed
[40-1 - Electrical Service - Repair (Residential)] EMERGENCY PERISCOPE REPAIR - CALL AFTER HOURS					
105344	720 CHICAGO ST..14-521	CHRISTINE M & MICHAEL J CASPERSON	\$50.00	\$3,600.00	Pending
[40-1 - New Electrical System (Residential)] NEW SERVICE AT GARAGE - BACK FEED TO HOUSE PANEL					
105345	147 REGAN ST..6-1910	JULIA P & ROBERT D HARGREAVES	\$50.00	\$4,950.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE - 100 AMP OVERHEAD TO 200 AMP OVERHEAD					
105405	880-884 KELLOGG ST..5-1404	NEWJOY INVESTMENTS LLC	\$50.00	\$1.00	Pending
[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIR - TREE DAMAGE					
105406	200-204 HAZEL ST..3-459	DENNIS J & GERTRUDE F DOLAN REVOCABLE LIVING TRUST	\$70.00	\$500.00	Pending
[40-1 - Electrical Service - Repair (Commercial)] REPAIR DAMAGED METERS					
105449	1958 EASTMAN AV..21-2445-N-4	HIED S BOUCHE, ETAL	\$50.00	\$4,100.00	Pending
[40-1 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE REPLACEMENT - 60 AMP					
105471	1815 VALORANE BLVD..6H-1226-2	BARBARA J & MARKHAM A PRATT	\$50.00	\$1.00	Closed
[40-1 - Electrical Service - Repair (Residential)] ELECTRIC LINE REPAIR - DUE TO TREE					
105476	1756 BEAVER DAM DR..6-2104	VIRGINIA G MITCHELL	\$50.00	\$1,500.00	Closed
[40-1 - Electrical Service - Change (Residential)] ELECTRIC SERVICE CHANGE - 100 AMP OVERHEAD					
105478	731 JOSEPHINE CIR..21-1111-D-91	MASON J WOULF	\$50.00	\$500.00	Pending
[40-1 - Electrical Service - Repair (Residential)] RELOCATE METER BASE					
105481	716 BODART ST..10-4	ROBERT E CADMUS	\$70.00	\$2,000.00	Pending
[40-1 - Electrical Service - Repair (Commercial)] PANEL UPGRADE - REMOVEL OF OLD 100 AMP PANEL AND INSTALLATION OF NEW 200 AMP PANEL					
105482	2500 HE-NIS-RA LN..6H-1876	DANIEL J & LISA A SCHWEINER	\$50.00	\$1,800.00	Pending
[40-1 - Electrical Service - Repair (Residential)] ELECTRICAL - REPLACE PANEL					
105491	704 ROYAL BLVD..18-1333	KENDALL B BRENWALL	\$50.00	\$3,000.00	Pending
[40-1 - Electrical Service - Change (Residential)] ELECTRICAL - 100AMP SERVICE UPGRADE					
105492	613 N CHESTNUT AV..5-963	CRAIG A SCHENK	\$50.00	\$900.00	Pending
[40-1 - Electrical Service - Repair (Residential)] ELECTRIC - MAIN BREAKER REPLACEMENT					
105497	1294 7th ST..1-1720	SUSANNE K DUCHATEAU	\$50.00	\$850.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] INSTALL OF SUBPANEL AND RUN FOR AN A/C LINE					
105513	1501 SHANNON ST..6-1178	KARL C & JOJI V BERGLIN	\$50.00	\$2,300.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE					
105522	1203 S MILITARY AV..6-199-5	INNOVATIVE PROPERTIES GROUP LLC	\$70.00	\$500.00	Closed
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] LINE WIRE 4 NEW FANS WITH DISCONNECT SWITCHES					
105569	2433 MANITOWOC RD..21-3076	MATTHEW ALAN & SAMANTHA ROSE JENSEN	\$50.00	\$1,600.00	Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE - 100 AMP TO 200 AMP UNDERGROUND

105572	1832 ST. AGNES DR..6-309-1	DANIEL T MEYER	\$50.00	\$1.00	Closed
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] RUNNING ELECTRICAL TO GARAGE					
105578	1226 S CHESTNUT AV..1-868	RAYMOND B DUMAS	\$50.00	\$1,500.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE - 100 TO 200 AMP					
105580	1222 HICKORY HILL DR..2-1234	MELISSA & ROGER VANDORNICK	\$50.00	\$321.00	Closed
[40-1 - Electrical Service - Repair (Residential)] PERISCOPE REPAIR FROM STORM					
105240	1624 CHICAGO ST..21-1274-9	JOSE F MARTINEZ PEREZ	\$50.00	\$7,500.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105304	2845 LOBELIA DR..6H-4107	KATHLEEN M & TIMOTHY M LEROY	\$50.00	\$5,100.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105338	2835 W MASON ST..6H-1155-2	KYLE BREITUNG	\$50.00	\$2,699.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105339	1350 N MILITARY AV..6-43	FORT HOWARD MEMORIAL PARK LLC	\$140.00	\$8,800.00	Closed
[50-1 - Heating and Air Conditioning Units (Commercial)] FURNACE AND AIR CONDITIONER					
105354	2625 VICKI LN..21-4526	AARON KULINSKI	\$50.00	\$3,150.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITONER					
105355	2871 SWEETFERN DR..6H-4188-61	NORMAN A & ILEEN M RYSKOSKI TRUST OF 2018	\$50.00	\$14,075.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105356	1134 S BAIRD ST..17-585	MICHAEL K & KATHRYN A PEOT	\$50.00	\$3,500.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105359	2054 WINTERGREEN CT..6H-2496	SHANA M ATKINSON	\$50.00	\$22,745.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITOINER					
105363	1306 DANCING DUNES DR..6H-2845	JEAN M GARDNER	\$50.00	\$1,280.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105366	131-133 JOAN AV..21-89-18	KENNETH F KRAJEWSKI	\$50.00	\$4,126.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105367	3110 GREENVIEW DR..21-4115	GERARDO & DEBORAH A BALLI	\$50.00	\$4,156.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105368	2141 JAMESFORD AV..21-2678-T-39	CHARLES J & LISA A BAGNESKI	\$50.00	\$4,156.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105375	1226 SHAWANO AV..3-1185	KIMBERLY I WAYTE	\$50.00	\$3,500.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105380	621 COLUMBIA AV..5-770	VANDELAARSCHOT SPECIAL TRUST	\$50.00	\$3,500.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105396	1172 BOND ST..5-1307-2	MATTHEW M CHARETTE, ETAL	\$50.00	\$5,422.00	Pending

[50-1 - AC Unit Only (Residential)] Air Conditioner MINI SPLIT

105397	548 LARSCHEID ST..21-2678-20	TERRY L & COLLEEN M JORDAN	\$50.00	\$5,242.00	Pending
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[50-1 - Heating Unit Only (Residential)] Furnace

105398	2455 HEMLOCK DR..21-3514	SHOUA YANG, ETAL	\$50.00	\$9,722.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] Air Conditioner and Furnace

105399	228 S FISK ST..6-319-A-1	G&I OCHS INC	\$50.00	\$8,822.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] Air Conditioner and Furnace

105400	3084 BIRDIE CT..6H-3123	JESSICA N HALL	\$50.00	\$8,389.00	Closed
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[50-1 - AC Unit Only (Residential)] Air Conditioner mini-split

105407	1313 LIBERTY ST..6-306	BERKERR FAMILY LIMITED PARTNERSHIP	\$50.00	\$9,675.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE the furance at 1313 liberty st. was not changed the permit was for a a/c replacement.

105408	1311-1313 LIBERTY ST..6-306	BERKERR FAMILY LIMITED PARTNERSHIP	\$50.00	\$9,675.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNANCE AND AIR CONDITIONER - 1311 SIDE

105409	3591 GLEN ABBEY DR..22-1947	MARK E & CONNIE A SCHELD	\$50.00	\$4,078.00	Closed
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105414	440 ABRAMS ST..21-2668	DKR PROPERTIES LLC	\$50.00	\$6,000.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

105415	2165 CRESTWOOD SPRINGS DR..6H-3284	TERRI L & DONALD G WALIGURSKY	\$50.00	\$3,350.00	Closed
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105416	1821 12th AV..1-1292-C	ROBIN L & DURAN A GOMEZ	\$50.00	\$2,072.00	Closed
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105417	1122 BIEMERET ST..1-2425	MARCEY E PELNAR	\$50.00	\$3,500.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE

105427	2596 DECKNER AV..21-1176-C-2	JOSEPH HARRISON	\$50.00	\$8,900.00	Pending
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105428	2418 HEATHER CT..21-4192	WILLIAM A & EILEEN M PAGEL	\$50.00	\$8,900.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER AND FURNACE

105429	1419 S BROADWAY..1-1006	CUSTOM ASSEMBLY SERVICES LLC	\$70.00	\$3,900.00	Pending
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[50-1 - AC Unit Only (Commercial)] AIR CONDITIONER

105442	2562-2564 NEWBERRY AV..21-82-21-1	SHERYL J MALVITZ	\$50.00	\$3,185.00	Closed
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105443	1142 DOUSMAN ST..5-845	SARAH L BUTZEN	\$50.00	\$4,031.00	Closed
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105444	1221 11th AV..1-196	KATHLEEN M & KYLE D LONG	\$50.00	\$6,600.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

105445	1117 MARSHALL AV..18-182	BARBARA J & ROY R SCHROEDER	\$50.00	\$3,500.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE

105446	829 GROSS AV..2-1204	JEAN A REDFEARN	\$50.00	\$5,775.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105447	237 N ONEIDA ST..5-1538	BECKY LYNNE HANSEN LIVING TRUST	\$50.00	\$2,882.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105450	712 12th AV..2-522	WILLIAM D QUINLAN	\$50.00	\$7,600.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE					
105451	1181 PORLIER ST..17-111	LEAH J BORCHARDT	\$50.00	\$3,550.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105452	510 W CHICKADEE LN..6H-3046	DARIN W & SARAH M RADTKE	\$50.00	\$4,000.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105453	2517 HAZELWOOD LN..6H-1515	ANDREAS P VANHERWYNEN	\$50.00	\$6,113.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105454	1227 S NORWOOD AV..1-583	MICHAEL A KRUSE	\$50.00	\$5,444.00	Withdrawn
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105459	2397 SYCAMORE DR..21-3397	ROBERT T & ELIZABETH A REINKE	\$50.00	\$2,799.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
105462	828 SHEA AV..18-120	MARSHALL & MEGAN REIS	\$50.00	\$4,417.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105466	3178 ST. GREGORY DR..21-3051	KRISTIN M VESPIA	\$50.00	\$4,365.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105477	1955 KNOTTY PINE DR..6H-3064	ADAM T & KATE E LEWITZKE	\$50.00	\$3,378.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105480	1656 RANCLAND DR..6-923	MICHELLE DESCHAINE	\$50.00	\$10,900.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105499	406 SCHWARTZ ST..21-2805	MARC F RAY	\$50.00	\$3,400.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105500	553 WINGATE ST..21-7047	TIMOTHY M & PATTY L AHTONEN	\$50.00	\$12,800.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
105501	1555 CHICAGO ST..8-544	SAMUEL RAMIREZ	\$50.00	\$3,350.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105510	1477 KELLOGG ST..6-2864	ROGER J & DOROTHY M DEGUELLE	\$50.00	\$6,300.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
105514	129 S FISK ST..6-261-B	ROBERT M & SUE A GERBEC	\$50.00	\$4,146.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105525	318 N MILITARY AV..6-97-D-2	LEBAKKEN PROPERTIES LLC	\$70.00	\$10,000.00	Closed

[50-1 - AC Unit Only (Commercial)] AIR CONDITIONER - REPLACEMENT

105534	2475 HEMLOCK DR..21-3562	JOSHUA M SOQUET	\$50.00	\$7,258.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE					
105537	1508 WESTERN AV..6-135-B	JTD INVESTMENTS LLC	\$70.00	\$16,327.00	Pending
[50-1 - Heating Unit Only (Commercial)] BOILER					
105538	913 SHEA AV..18-24	CASEY R WILSON, ETAL	\$50.00	\$3,197.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105543	2613 APPIAN WY..21-8059	PAULA C VANROY	\$50.00	\$3,189.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105552	2952 CRUSADE LN..6H-3252	LYNDSAY R YANDILA	\$50.00	\$3,400.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105559	314 14th AV..3-771	K&K ELITE PROPERTIES LLC	\$50.00	\$6,555.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
105576	2917-2919 CREEK DR..21-3132	WENDY A ZARCCZNY	\$100.00	\$12,759.00	Pending
[50-1 - Heating Unit Only (Residential)] BOILERS FOR BOTH SIDES 2917 & 2919 CREEK DR.					
105577	1133 S JACKSON ST..16-229	MELISSA MELOTTE	\$50.00	\$3,715.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105581	825 CHALLENGER DR..21-143-4	ENZYMATIC THERAPY LLC	\$70.00	\$13,700.00	Pending
[50-1 - Heating Unit Only (Commercial)] BOILER					
105586	344 N HENRY ST..21-1218-1	TAFG PROPERTIES LLC	\$70.00	\$3,873.00	Pending
[50-1 - Heating Unit Only (Commercial)] FURNACE					
105587	3016 GILBERT DR..21-4903	JENNIFER I CARROLL	\$50.00	\$4,400.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105588	628 SKYLINE BLVD..21-822-24	WENDY A J APPLETON, ETAL	\$50.00	\$6,082.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105589	2231 BIRCH LN..21-1133	NANCY E PRESTON	\$50.00	\$5,313.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105590	1773 BOND ST..6-2362	SHEILA LAMAS, ETAL	\$50.00	\$7,465.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE					
105593	305 HUTH ST..21-1843-1	MACKENZIE M BROEREN	\$50.00	\$3,289.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105596	2650 SEQUOIA LN..6H-2356	MARK D & JOY L DUNNING LIVING TRUST OF 2019	\$50.00	\$4,445.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105598	2775 DANIEL CT..21-6348	KILE & SHARON LINDOW	\$50.00	\$4,031.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105599	3055 CONCORDIA LN..21-354-4	SCOTT J KUPSKY	\$50.00	\$6,400.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE					

105600	150 SCHOBBER ST..21-1714-9	ALBERTO HERNANDEZO, ETAL	\$50.00	\$8,900.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE					
105601	1023 TOMMARK ST..2-69-C-3	TY S KURTZ	\$50.00	\$5,400.00	Pending
[50-1 - Heating Unit Only (Residential)] BOILER					
105602	1114 9th ST..1-1549	TINA B PEARCEY	\$50.00	\$11,450.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE					
105603	1156 E WALNUT ST..14-273	TRAVIS E PASHEK	\$50.00	\$4,150.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105604	1032 KLAUS ST..20-159	MARIA DOLORES RAMOS ANDA	\$50.00	\$6,600.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE					
105605	517 N FISK ST..6-71-C	THONG XIONG, ETAL	\$50.00	\$3,600.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105606	1312 DOUSMAN ST..5-659-D	GER & GEE JENNY YANG	\$50.00	\$3,700.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105607	604 14th AV..2-635	ADAM L VANDEURZEN	\$50.00	\$3,150.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105608	368 WINDWARD RD..21-4997	KAREN & MARK SCHMEETS	\$50.00	\$5,000.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105614	1713 GROSS AV..1-2381	DEREK P & SKYLA A ARNDT	\$50.00	\$4,031.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105623	1029 ERNST DR..6-713	CHRISTINA L ANDERSON	\$50.00	\$3,859.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104173	2350 E MASON ST..21-126-7	GB EAST TOWN LLC	\$8,852.85	\$999,988.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] PLANET FITNESS					
105320	1516 DELORES ST..1-2321	JOYCE M PAGEL	\$50.00	\$6,500.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE FIXTURES IN HALF BATH AND MAIN BATH					
105348	1441 S NORWOOD AV..1-1072	DAVID L & SALLY A FISCHER	\$30.00	\$2,000.00	Closed
[60-1 - Sanitary Sewers - Connection/Repair (Residential)] REPAIR SANITARY SEWER					
105349	1527 LEO ST..6-1711	THOMAS E & CYNTHIA A MILES	\$50.00	\$1,200.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
105350	315 FINK ST..5-466	JANELLE K & STEVEN J MARICQUE	\$1,020.00	\$400.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] MINI SEWER CONNECTION					
105353	1244 EMILIE ST..17-237	WILLIAM F & ANN E GALVIN LIVING TRUST	\$1,020.00	\$500.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] MINI STORM SEWER					
105361	900 RADISSON ST..20-464	GREEN BAY PACKAGING INC	\$30.00	\$6,500.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] REPAIR EXISTING 8" STORM SEWER & CATCHBASIN IN PARKING LOT					
105364	1250 ELM ST..8-361	GREEN BAY HOLDINGS I LLC	\$30.00	\$1,424.00	Pending

[60-1 - Water Heater (Residential)] WATER HEATER

105365	305 ELIZABETH ST..19-251	KATRINA A & WYATT GAFFNEY	\$30.00	\$1,424.00	Pending
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[60-1 - Water Heater (Residential)] WATER HEATER

105385	1132 MARSHALL AV..18-205	SHARON M STREHLOW	\$1,020.00	\$400.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] MINI STORM SEWER

105386	209 QUINTON ST..21-1428	DIMAS RODRIGUEZ	\$30.00	\$1,200.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPAIR WATER LEAK

105412	1331 PORLIER ST..17-504	JEFFREY B WILKEY	\$0.00	\$3,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] RELAY LEAD WATER SERVICE

105426	2018 MARY QUEEN RD..21-2475-D-38	CHARLES R & KIMBERLY L PELKY	\$50.00	\$5,154.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE AND PLACE ACRYLIC LINER OVER SHOWER STALL

105468	2548 NEWBERRY AV..21-82-21-3	DAVID C & JEANNE D GROTELUESCHEN	\$1,020.00	\$1,500.00	Pending
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] MINI STORM SEWER CONNECTION

105470	2255 MACCAUX DR..21-2144-M-7	TOO LLC	\$50.00	\$1.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] MISC PLUMBING - FOR REMODEL

105490	3428 INDIGO BLUFF DR..21-8314	JAMES A & DORENE M KOEHNE	\$50.00	\$10,000.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] DEMOING AN EXISTING TUB AND INSTALLING A WALK-IN TUB AND WATER HEATER

105493	1234-01 MAIN ST..8-843	URBAN CONCEPTS LLC	\$70.00	\$2,000.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Commercial)] Install a hand wash sink in a ground floor commercial unit. Install a pump below the sink to pump waste water to nearest drain pipe. Install a 6-gallon electric water heater to serve the new sink. Run cold water line to water heater and cold and hot water lines to the sink.

105505	2765 INDEPENDENCE DR..6H-3511	CYNDI A & PAUL L CANTWELL	\$30.00	\$1,000.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] WATER SERVICE CONNECTION REPAIR

105506	209 MINOR CT..6-1436	HAVERKORN IRREVOCABLE FAMILY TRUST	\$1,020.00	\$1,200.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION

105509	311 FINK ST..5-465	MARY M BERG	\$1,020.00	\$300.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION - INSTILL SUMP PUMP LATERAL

105519	601 S NORWOOD AV..2-395	HALEY D & REECE A MELOTTE-NOWLAND	\$0.00	\$2,850.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT

105520	215 ALLARD AV..5-523	JARED A BANKSON, ETAL	\$0.00	\$4,150.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT

105523	1284 OREGON ST..5-669-E	PAULA M EDGES	\$1,020.00	\$400.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] SUMP PUMP LATERAL STREET RESURFACE

105526	1180 ELMORE ST..5-1309	JANE E & RONALD L WAERZEGGERS	\$0.00	\$3,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER RELAY REPLACEMENT

105527	320 GRAY ST..5-1372	ANDREW J BASTEN	\$0.00	\$3,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER RELAY REPLACEMENT

105529	345 S JACKSON ST..14-668	G JOINT REVOC TRUST LACOURT JR JAMES L & YIN	\$1,020.00	\$1,100.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] STUB SUMP PUMP & DOWNSPOUT LINES TO PROPERTY OWNER'S SIDE OF SIDEWALK FOR CITY'S CONTRACTOR TO HOOK UP TO STORM SEWER MAIN WHEN CITY'S ROAD CONSTRUCTION HAPPENS					
105530	421 S JACKSON ST..14-650	LACOURT PROPERTIES II LLC	\$1,020.00	\$1,100.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STUB SUMP PUMP & DOWNSPOUT LINES TO PROPERTY OWNER'S SIDE OF SIDEWALK FOR CITY'S CONTRACTOR TO HOOK UP TO STORM SEWER MAIN WHEN CITY'S ROAD CONSTRUCTION HAPPENS					
105531	801 S CLAY ST..17-104	GREGORY J SZATORI	\$0.00	\$3,800.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT					
105541	1716 BEAVER DAM DR..6-2284	RANDALL G & SUZANNE DEBLARE	\$50.00	\$6,534.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE					
105542	801 S ONEIDA ST..2-1075	CEPTAR ADVISORY SARL	\$50.00	\$6,000.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPIPE LAUDRY & KITCHEN AREA; INSTALL UTILITY SINK; BATHTUB; KITCHEN SINK; FAUCET; AND WATER HEATER. OK'D BY PETE O. PLBG ONLY NEEDED.					
105546	1012 CLEVELAND ST..2-835	CHRISTINE S PICKL	\$50.00	\$6,667.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE					
105551	490 MEADOW WIND DR..21-7771	TERRANCE CLARK, ETAL	\$50.00	\$1,200.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
105554	1724 W CRUSADE LN..6H-3963	MARY JO & GARY W EHRBAR	\$100.00	\$4,350.00	Pending
[60-1 - Lawn Sprinklers (Residential)] UNDERGROUND SPRINKLER SYSTEM - ROW WORK - HOLD HARMLESS SENT TO TG ON 07/22/21					
105555	2730 LAFAYETTE DR..6H-4454	BRIAN PAUL & BARBARA ANN BERNETZKE	\$100.00	\$3,850.00	Closed
[60-1 - Lawn Sprinklers (Residential)] UNDERGROUND SPRINKLER SYSTEM NO ROW WORK					
105556	417 S JACKSON ST..14-651	MADELINE & JULIO GARCIA	\$1,020.00	\$1,100.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
105563	1124 N BROADWAY..18-747	US OIL CO INC	\$100.00	\$23,000.00	Pending
[60-1 - Water Service - Connection/Repair (Commercial)] WATER SERVICE REPAIR - INSTILL 2" WATER AND TAP BRINGING NEW NEW SERVICE INTO BULDG					
105575	3030 CURRY LN..21-281	BROWN COUNTY JAIL & PUBLIC SAFETY	\$30.00	\$6,500.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Commercial)] STORM SEWER REPAIR					
105579	3526 SPYGLASS HILL DR..22-1890	WILLIAM H & JOAN E RADUE REVOCABLE TRUST	\$100.00	\$4,000.00	Pending
[60-1 - Lawn Sprinklers (Residential)] UNDERGROUND SPRINKLER SYSTEM NO R-O-W WORK					
105582	704 S WEBSTER AV..14-824-9	BELLIN MEMORIAL HOSPITAL INC	\$240.00	\$11,000.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] Work without a permit					
105583	427 S JACKSON ST..14-649	DANIEL M TUYLS	\$1,020.00	\$1,400.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] NEW SEWER CONNECTION					
105584	1159 LAWE ST..14-1156	DAWN WHITE	\$1,020.00	\$1,100.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
105610	831 N IRWIN AV..7-93	JCH INVESTMENTS LLC	\$0.00	\$3,500.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER RELAY					
105611	814 SCHOOL PL..3-413	VINCENT R & SONIA M HULSE	\$0.00	\$3,350.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
105612	975 HOWARD ST..3-493	JACQULYN L & JOHN E JAHNKE	\$0.00	\$3,500.00	Pending

[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE

105616	1206 MARSHALL AV..18-162	BEVERLY A SEIFERT	\$50.00	\$1,790.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

105617	949 CHRISTIANA ST..3-982	STEVEN F ADAMS	\$50.00	\$1,200.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

105619	726 S JACKSON ST..14-565	MARILYN I SEIBERT	\$0.00	\$4,000.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER RELAY

105620	1329 ELMORE ST..5-1328-F	JODI L MAZOLA	\$0.00	\$3,700.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER RELAY

105621	514 N CHESTNUT AV..5-917	N BROADWAY HOLDINGS LLC	\$0.00	\$3,500.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER RELAY

104862	1030 BLK S BROADWAY..1-1404	WISCONSIN CENTRAL LTD	\$653.20	\$250,000.00	Pending
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[70-1 - Signs - Permanent] Billboard Replacement-Digital Message Panel South facing facade

104936	1036 9th ST..1-134	TIDY TAILS	\$82.70	\$1,000.00	Pending
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[70-1 - Signs - Permanent] Projecting Sign

Totals:	277 projects		\$65,626.17	\$10,385,949.75	
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Summary of Projects Issued

7/1/2021 to 7/31/2021

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	5	5	10	5	5	5	5	5	\$6,829.40	\$1,695,000.00
2 Residential - Addition - Single Family House	1	1	1	1	1	1	1	1	\$332.83	\$40,000.00
2 Residential - Alteration - 1 -2 Family House	19	4	17	19	13	5	12	0	\$3,931.52	\$661,459.86
4 Residential - Addition - Garage, Carport	5	5	5	5	2	0	0	0	\$653.55	\$223,946.00
7 Deck, Porch, Patio, Ramp (Residential)	10	8	8	10	2	1	0	0	\$1,050.00	\$77,801.00
9 Raze - Building or Structure (Residential)	2	0	0	2	0	0	0	0	\$100.00	\$5,000.00
11 Driveway Replacement and/or Expansion (Residential)	8	0	0	8	0	0	0	0	\$400.00	\$40,855.00
11 Fence (Residential)	35	0	0	35	0	0	0	0	\$1,770.00	\$147,709.89
11 Foundation Repair (Residential)	7	0	0	7	0	0	0	0	\$350.00	\$70,960.00
11 Garage/Carport/Shed (residential)	6	1	1	6	1	0	0	0	\$400.00	\$32,175.00
11 Swimming Pool (Residential)	3	1	0	3	2	2	0	0	\$375.00	\$22,057.00
31 Commercial - Addition - Non-Residence, Non-housekeeping	1	1	3	1	1	1	0	1	\$955.00	\$88,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	9	1	12	9	8	8	5	0	\$14,475.12	\$1,147,500.00
31 Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)	1	1	4	1	1	1	1	1	\$1,615.00	\$413,000.00
32 Commercial - New - Hospital, Institutional (hospitals, convalescent homes, clinics, orphanages, rest homes, sanitariums)	1	0	1	1	1	0	0	0	\$240.00	\$1,000,000.00
34 Cell Tower - Alteration to Existing (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$125,000.00
34 Demolition - Interior (Commercial)	1	0	0	1	1	0	0	0	\$140.00	\$1.00
34 Parking Lot - New & Reconstruction (Commercial)	2	0	0	2	0	0	0	0	\$210.00	\$19,000.00
34 Roofing (Commercial)	3	0	0	3	0	0	0	0	\$500.00	\$121,522.00
34 Siding (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$63,500.00
34 Site (Erosion control, Fill, Excavation)(Commercial)	2	0	0	0	0	0	0	2	\$200.00	\$663,000.00
34 Temporary Office/Trailer/Event (Commercial)	1	0	0	1	1	0	0	0	\$140.00	\$0.00
34 Z - Misc Project Not Listed (Commercial)	1	0	1	1	1	0	0	0	\$2,170.00	\$1,800,000.00
40 Electrical Service - Repair (Commercial)	2	0	0	0	2	0	0	0	\$140.00	\$2,500.00
40 Electrical Service - Change (Residential)	7	0	0	0	7	0	0	0	\$350.00	\$15,850.00
40 Electrical Service - Repair (Residential)	8	0	0	0	8	0	0	0	\$400.00	\$8,123.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$500.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	2	0	0	0	2	0	0	0	\$100.00	\$851.00
40 New Electrical System (Residential)	1	0	0	0	1	0	0	0	\$50.00	\$3,600.00
50 AC Unit Only (Commercial)	2	0	0	0	0	2	0	0	\$140.00	\$13,900.00
50 AC Unit Only (Residential)	47	0	0	0	0	47	0	0	\$2,350.00	\$193,965.00
50 Heating and Air Conditioning Units (Commercial)	1	0	0	0	0	1	0	0	\$140.00	\$8,800.00
50 Heating and Air Conditioning Units (Residential)	20	0	0	0	0	20	0	0	\$1,000.00	\$186,267.00
50 Heating Unit Only (Commercial)	3	0	0	0	0	3	0	0	\$210.00	\$33,900.00

50 Heating Unit Only (Residential)	7	0	0	0	0	7	0	0	\$400.00	\$42,875.00
60 Lawn Sprinklers (Residential)	3	0	0	0	0	0	3	0	\$300.00	\$12,200.00
60 Repair/Alter Existing Plumbing System (Commercial)	4	0	4	1	1	1	4	0	\$9,192.85	\$1,019,488.00
60 Repair/Alter Existing Plumbing System (Residential)	12	0	0	0	0	0	12	0	\$580.00	\$47,246.00
60 Sanitary Sewers - Connection/Repair (Residential)	1	0	0	0	0	0	1	0	\$30.00	\$2,000.00
60 Storm Sewers - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$6,500.00
60 Storm Sewers - Connection/Repair (Redisential)	12	0	0	0	0	0	12	0	\$12,240.00	\$10,500.00
60 Water Heater (Residential)	2	0	0	0	0	0	2	0	\$60.00	\$2,848.00
60 Water Service - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$100.00	\$23,000.00
60 Water Service - Connection/Repair (Residential)	13	0	0	0	0	0	13	0	\$30.00	\$42,550.00
70 Signs - Permanent	2	2	0	2	1	0	0	0	\$735.90	\$251,000.00
Totals:	277	30	67	126	63	105	73	10	\$65,626.17	\$10,385,949.75



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year July 2021	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 64,077.99	\$ 64,077.99			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 24,289.38	\$ 21,095.30		\$ 3,194.08	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 16,396.18			\$ 16,396.18	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 6,358.37		\$ 6,358.37		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 7,226.59		\$ 3,722.29	\$ 3,504.30	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 8,256.46			\$ 8,256.46	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 450.00		\$ 450.00		
Adjustment (if applicable)	\$.00		\$.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 700.00			\$ 700.00	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 127,754.97	\$ 85,173.29	\$ 10,530.66	Pay This Amount \$ 32,051.02	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL.
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: *Neil Basten* Date: 8-2-21

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: *Pamela R. Manley* Date: 8/2/21

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>

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

August 17, 2021

Resolution No.: _____

**Initial Resolution Authorizing Actions Necessary
for the Issuance and Sale of an
Additional Municipal Revenue Obligation
for the KI Convention Center Expansion Project;
and Certain Other Related Details**

WHEREAS, the City of Green Bay, Wisconsin (the “**City**”) established Tax Incremental District No. 13 (the “**TIF District**”), to permit certain costs incurred by the City for redevelopment of the TIF District, which included certain costs relating to the expansion of the KI Convention Center (the “**Project Costs**”), to be reimbursed from property tax increments, grants, and surplus from tax revenues; and

WHEREAS, the City has established the Redevelopment Authority of the City of Green Bay, Wisconsin (the “**Authority**”) to carry out redevelopment projects in designated redevelopment areas; and

WHEREAS, the City is authorized, by Section 66.1105 (9) (a) of the Wisconsin Statutes, as amended, to pay the Project Costs from the proceeds of bonds issued under Section 66.0621 of the Wisconsin Statutes, as amended; and

WHEREAS, Section 66.0621 permits the City to issue revenue obligations to provide for purchasing, acquiring, leasing, constructing, extending, adding to, improving, conducting, controlling, operating, or managing a public utility, which obligations shall not be considered an indebtedness of the City; and

WHEREAS, for the purposes of financing under Section 66.0621, the term “public utility” means any revenue producing facility or enterprise owned by the City and operated for a public purpose and includes any necessary public works project undertaken by the City; and

WHEREAS, the City is authorized, by Section 66.1333 (13) of the Wisconsin Statutes, as amended (the “**Redevelopment Act**”), to assist any redevelopment project by furnishing services or facilities, providing property, lending, or contributing funds or entering into cooperation agreements; and

WHEREAS, the City and the Authority entered into a Cooperation Agreement, dated as of December 1, 2013 (the “**Cooperation Agreement**”), to sell to the City’s revenue obligation to the Authority, to contribute to the Authority certain property within the TIF District

on which the expansion to the KI Convention Center is situated, and to lease back the same property, thereby providing funding for the Project Costs; and

WHEREAS, on December 10, 2013 the City issued its \$24,840,000 Municipal Revenue Obligation, Series 2013 (KI Convention Center Project) (the “**2013 Municipal Revenue Obligation**”), relating to the Authority’s \$24,840,000 Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project), dated December 10, 2013 (the “**2013 Bonds**”), issued under an Indenture of Trust, dated as of December 1, 2013 (the “**Indenture**”), between the Authority and Associated Trust Company, National Association, as trustee, for the purpose of financing the Project Costs; and

WHEREAS, the Authority and the City have entered into a Lease, dated as of December 1, 2013 (the “**Lease**”), pursuant to which the Authority has leased the Leasehold Property (as defined in the Lease), which includes the TIF District, to the City for use in accordance with the Redevelopment Plan (as defined in the Lease), and provided for the rent payments to be paid by the City in amounts sufficient to pay the 2013 Bonds; and

WHEREAS, the Cooperation Agreement, the Lease, and the Indenture contemplate the issuance of additional bonds and additional municipal revenue obligations; and

WHEREAS, the Authority now desires to refinance a portion of the Municipal Development Costs (as defined in the Cooperation Agreement), including the Project Costs, by selling and issuing its taxable lease revenue refunding bonds (the “**2021 Bonds**”), pursuant to the Redevelopment Act to refund the 2013 Bonds (the “**Refunding**”); and

WHEREAS, the City desires to refund and redeem the corresponding outstanding 2013 Municipal Revenue Obligation on the same dates that the 2013 Bonds are refunded and redeemed to facilitate the Refunding and to achieve debt service savings; and

WHEREAS, the City will also approve the issuance of its municipal revenue obligation relating to the 2021 Bonds (the “**2021 Municipal Revenue Obligation**”), for the purposes of the Refunding;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body as follows:

Section 1. Issuance of Additional Bonds.

Pursuant to Section 5.02 of the Indenture, the City hereby requests that the Authority issue the 2021 Bonds for the purposes of the Refunding.

Section 2. Issuance of Additional Municipal Revenue Obligation.

For the purposes of fulfilling the terms of the Cooperation Agreement and the Lease, the City is hereby authorized to take all actions necessary to issue its 2021 Municipal Revenue Obligation in the principal amount of approximately \$27,915,000, including entering into amendments and/or supplements to the Cooperation Agreement, the Lease, and all other documents relating to the issuance of the 2021 Municipal Revenue Obligation and the refunding of the 2013 Municipal Revenue Obligation. The 2021 Municipal Revenue Obligation shall be

issued on the same date, in an amount equal to, and payable on the same dates as the interest payable from time to time, as the 2021 Bonds, pursuant to a final resolution to be approved by this body.

Section 3. Effective Date; Conformity.

This Resolution shall be effective immediately upon its passage and approval. To the extent that any prior resolutions of the Governing Body are inconsistent with the provisions hereof, this Resolution shall control and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this Resolution.

Adopted: August 17, 2021

Eric Genrich, Mayor

Celestine Jeffreys, 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:

Initial Resolution Authorizing Actions Necessary for the Issuance and Sale of an Additional Municipal Revenue Obligation for the KI Convention Center Expansion Project; and Certain Other Related Details

I do hereby further certify as follows:

1. **Meeting Date.** On August 17, 2021, a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On August __, 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 August __, 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 City President (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 approved the Resolution and declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on August __, 2021, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto, if any, on August _____, 2021.

Clerk

[Seal]

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 3105 SANDSTONE COURT/1413 SANDSTONE PLACE
(ZP 21-20)**

August __, 2021

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

That, pursuant to Zoning Petition 21-20 and the recommendation of the Plan Commission on August 9, 2021, the City of Green Bay does authorize a conditional-use permit for the construction of a duplex located of the corner of Sandstone Place and Sandstone Court in the Sand Ridge Park South, First Addition, submitted by Bart Rynish (The Barton Corporation).

LOT 25, SAND RIDGE PARK SOUTH FIRST ADDITION, CITY OF
GREEN BAY, BROWN COUNTY, WISCONSIN. 12,130 SQ FT SAND
RIDGE PARK SOUTH FIRST ADDN LOT 25.

Tax Parcel No.6H-4425

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 (CUP), including standard site plan review and approval.

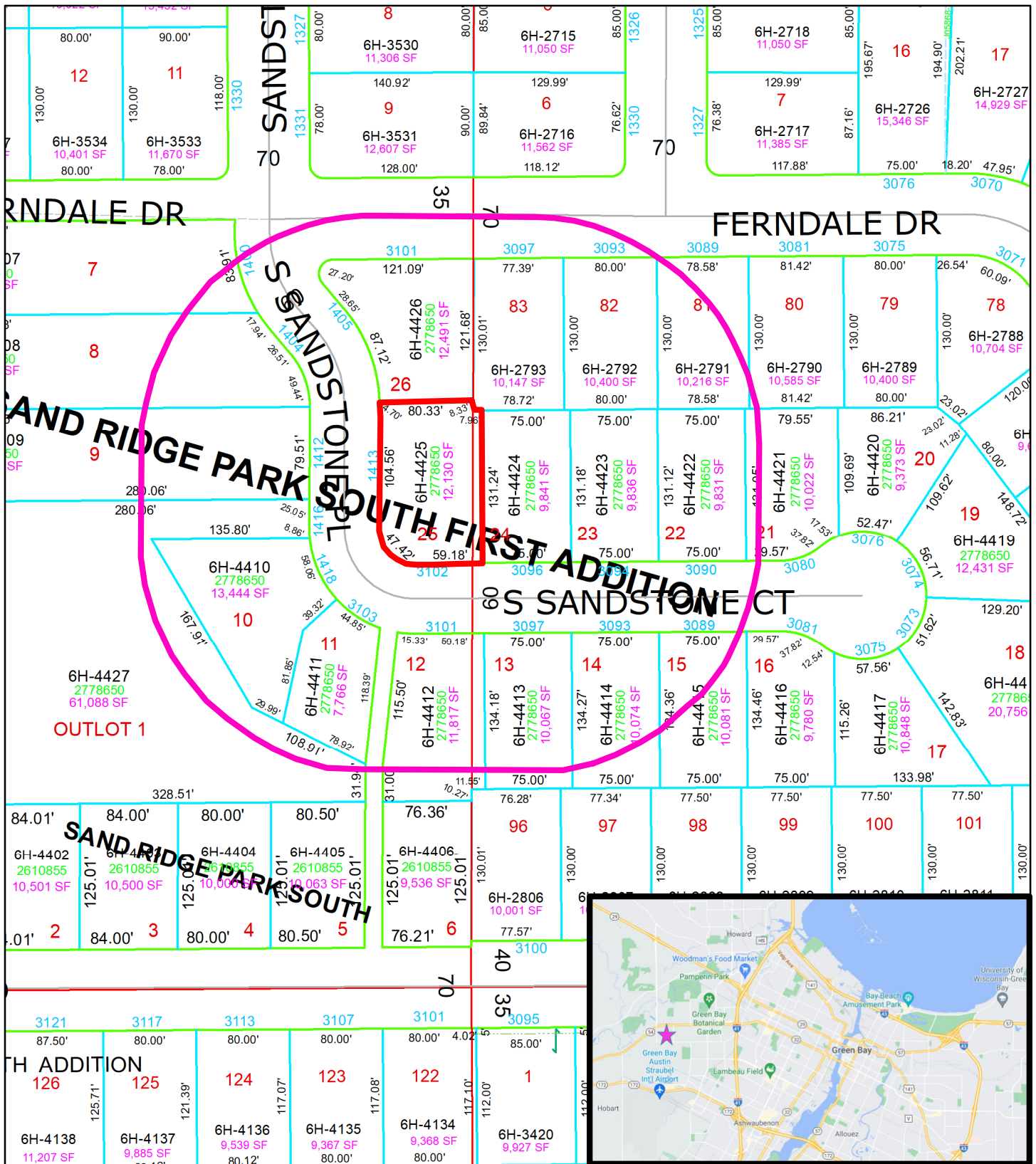
Adopted _____

Approved _____

Mayor Eric Genrich

Clerk Celestine Jeffreys

MS
Attachment – Map





GREEN BAY
TITISTOWN, USA

(ZP 21-20) Conditional Use Permit (CUP)

Duplex 1413 Sandstone Place

Green Bay, WI, 54313

Feet

0 30 60 120

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 Numbers:
6H-4425

Subject Parcels

Notification Area
200'

**RESOLUTION FOR A
CONDITIONAL USE PERMIT
AUTHORIZED AT 1311 S ROBINSON AVENUE
(ZP 21-21)**

August 17, 2021

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

That, pursuant to Zoning Petition 21-21 and the recommendation of the Plan Commission on August 9, 2021, the City of Green Bay does authorize a conditional use permit to allow for a building addition on the existing school located on the following described property at 1311 S Robinson Avenue:

606,172 SQ FT LOT 1 OF 24 CSM 121 BNG PRT OF LOTS 2 & 3 OF SUNBIRD
SUBD & BNG PRT OF VAC LENA LA & BNG PART OF ALL 1/4'S OF SE1/4
SEC 9 T23N R21E [Tax Parcel Number: 21-140-1]

Said amendment to the conditional use permit shall be granted subject to the following conditions:

1. Any additional expansions 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.
3. The new lights for the addition shall be pointed downward and have zero footcandles past the property lines.

Adopted _____

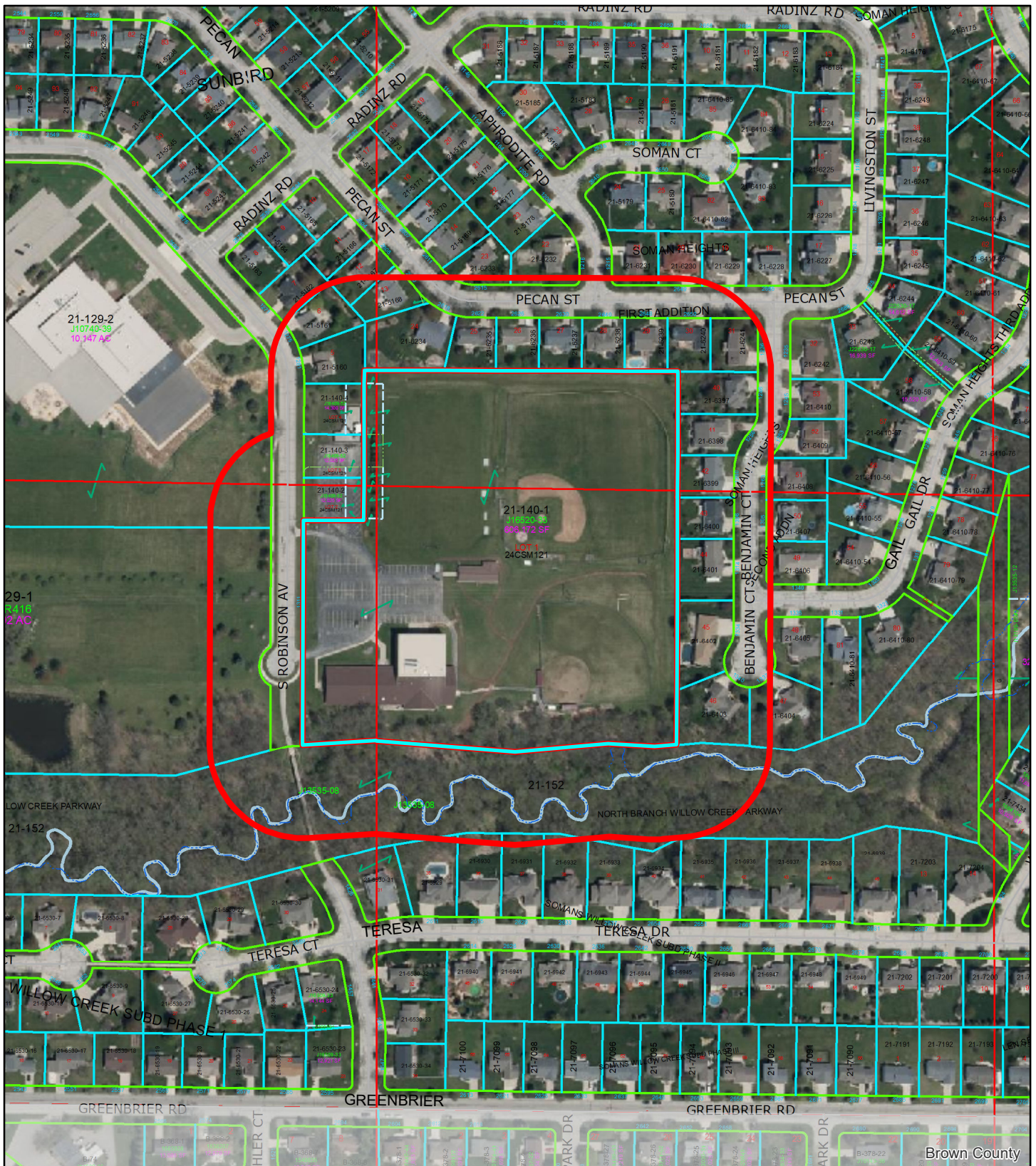
Approved _____

Mayor

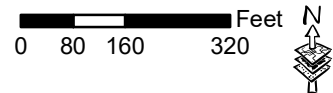
Clerk

sjh

Attachment – Map



(ZP 21-21) Conditional Use Permit 1311 S Robinson Avenue



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. 28 Jul 2021 X:\Planning\Basemaps\template_8.5x11.mxd

- 1311 S Robinson Ave
- 200-ft. Notification Area

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 3105 SANDSTONE COURT/1413 SANDSTONE PLACE
(ZP 21-20)**

August 17, 2021

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

That, pursuant to Zoning Petition 21-20 and the recommendation of the Plan Commission on August 9, 2021, the City of Green Bay does authorize a Conditional Use Permit (CUP) for the construction of a duplex located of the corner of Sandstone Place and Sandstone Court in the Sand Ridge Park South, First Addition, submitted by Bart Rynish (The Barton Corporation).

LOT 25, SAND RIDGE PARK SOUTH FIRST ADDITION, CITY OF
GREEN BAY, BROWN COUNTY, WISCONSIN. 12,130 SQ FT SAND
RIDGE PARK SOUTH FIRST ADDN LOT 25.

Tax Parcel No.6H-4425

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 (CUP), including standard site plan review and approval.

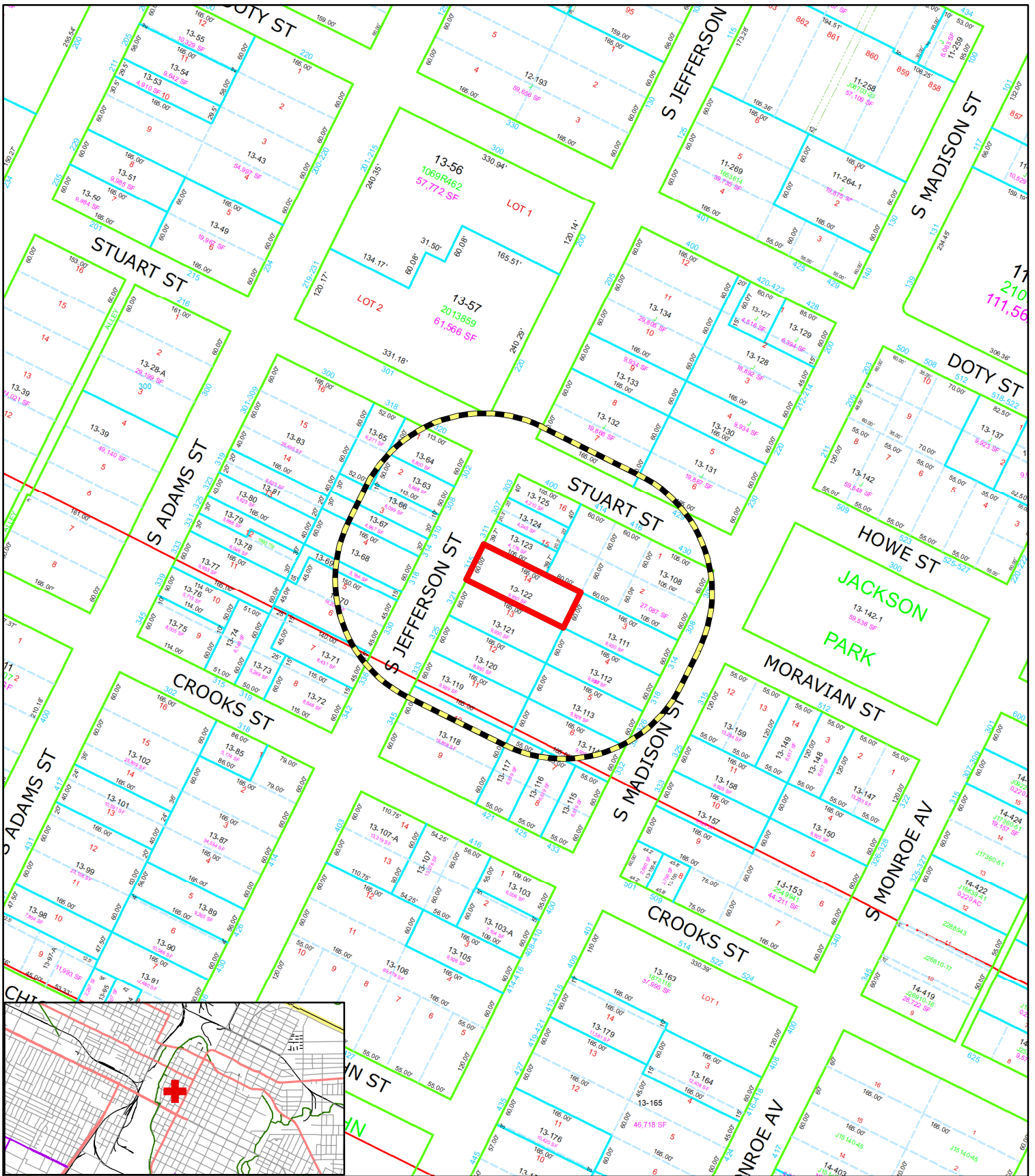
Adopted _____

Approved _____

Mayor Eric Genrich

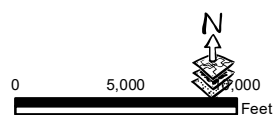
Clerk Celestine Jeffreys

MS
Attachment – Map



Zoning Petition (ZP 21-22)
Proposed Conditional Use Permit (CUP)
315 South Jefferson Street

- Subject Area
- 200' Property Owner Notice



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 Map prepared by PN

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 932 CHERRY STREET
(ZP 21-23)**

August 17, 2021

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

That, pursuant to Zoning Petition 21-23 and the recommendation of the Plan Commission on August 9, 2021, the City of Green Bay does to authorize a Conditional Use Permit (CUP) for a dormitory use in an Office/Residential (OR) District at 932 Cherry Street, submitted by Cheryl Detrick, Newcap, Inc., NAMI Brown County, Inc, property owner:

NAVARINO PLAT N 105 FT OF LOT 662, 0.128 AC M/L

Tax Parcel No. 9-134-A

NAVARINO PLAT LOT 662 EX NLY 105 FT, 0.074 AC M/L

Tax Parcel No. 9-134

Said conditional-use permit shall be granted subject to:

- a. A maximum capacity of 10 individual residents within the dormitory. Any increase in residents will require Plan Commission and Common Council approval.
- b. If the rooming & boarding house facility use at 932 Cherry Street is discontinued, the operation is dissolved, or if Newcap no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
- c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the rooming & boarding house but not limited to:
 - Police calls and other documented safety concerns.
 - Inadequate facilities.
- d. Conformance with the submitted operating plan submitted by the applicant.
- e. Compliance with all other regulations of the Green Bay Municipal Code.
- f. A site plan be reviewed and approved by the Community Development Review Team (CDRT) with appropriate and code compliant lighting and enhanced landscaping for the site.

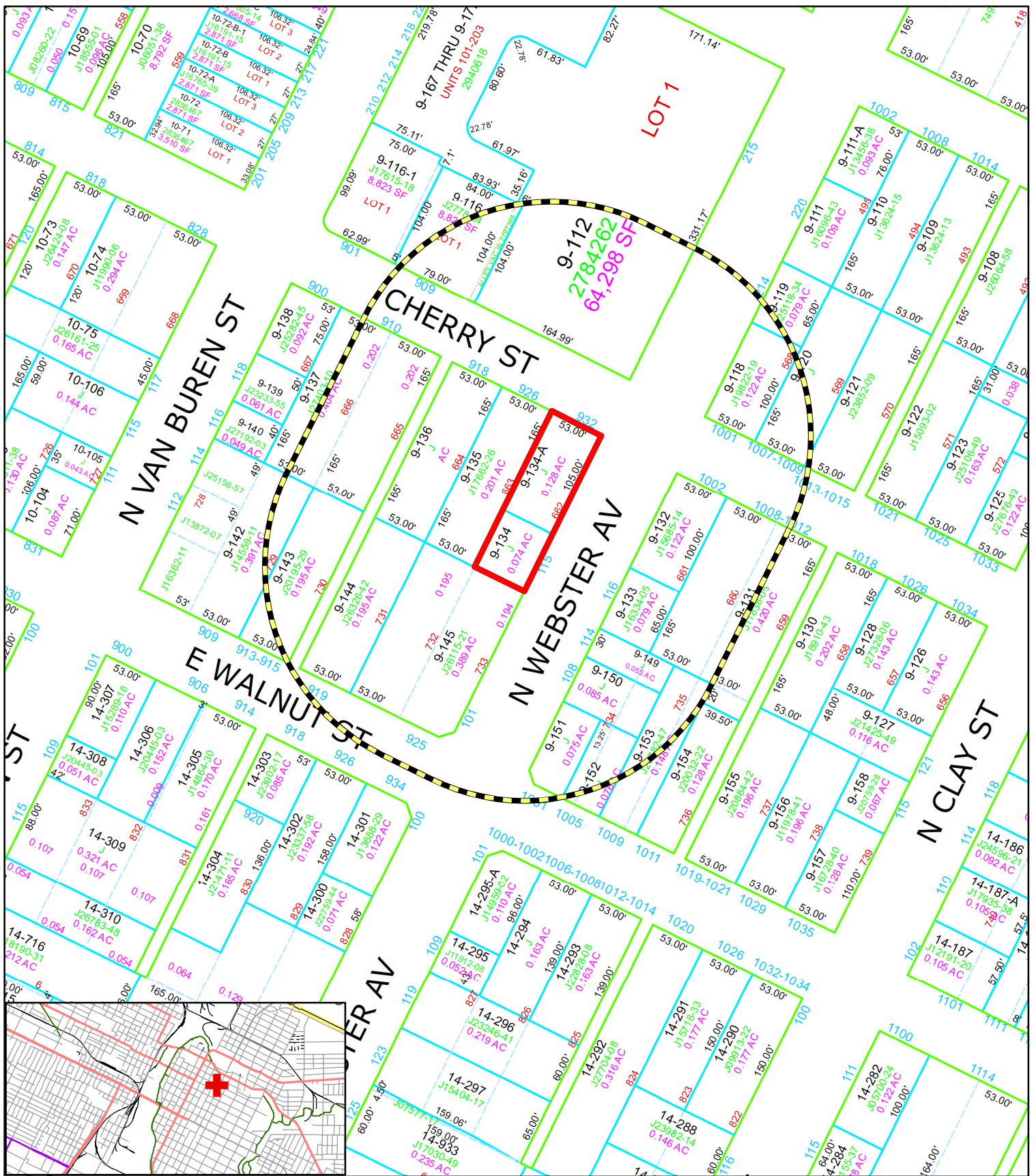
Adopted _____

Approved _____

Clerk

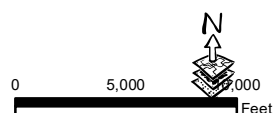
Mayor

pn
Attachment – Map



Zoning Petition (ZP 21-23)
Proposed Conditional Use Permit (CUP)
932 Cherry Street

- Subject Area
- 200' Property Owner Notice



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 Map prepared by PN

MISCELLANEOUS ORDINANCE NO. 03-21

**AN ORDINANCE
ADOPTING AN AMENDMENT TO THE
SMART GROWTH 2022 COMPREHENSIVE PLAN OF THE CITY OF
GREEN BAY PERTAINING TO PROPERTY LOCATED IN THE
1420 BLOCK SOUTH HURON ROAD
(CPA 18-04)**

WHEREAS, pursuant to Wis. Stats. §§ 62.23(2) and (3), the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan, as defined in Wis. Stats. § 66.1001(4)(a); and

WHEREAS, the Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time to time amendments may be necessary to reflect changes in the land use and planning needs of the community; and

WHEREAS, the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by Wis. Stats. § 66.1001(4)(a); and

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 18-04; and

WHEREAS, the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of Wis. Stats. § 66.1001(4)(d), and it is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan.

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

SECTION 1. Comprehensive Plan Amendment CPA 18-04 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c). A copy of the comprehensive plan amendment is attached to this ordinance.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

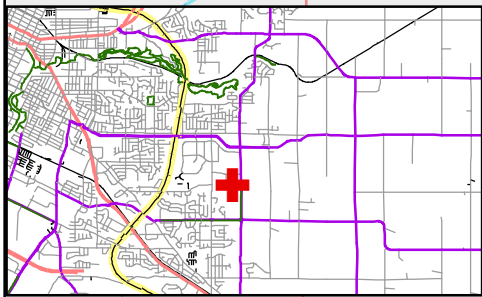
APPROVED:

Mayor

ATTEST:

Clerk

Enclosure – Map



1420 Block South Huron Road

- 0 5,000 10,000
Feet

