



AGENDA OF THE COMMON COUNCIL

TUESDAY, NOVEMBER 2, 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 information and instructions for the Zoom Virtual Meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

- I. The invocation will be led by Alderman Chris Wery, District 8.

E. Approval of Minutes.

- I. Approval of the minutes from the October 19, 2021 Common Council meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. Reappointments:

Green Bay Area Room Tax Commission

Wendy Townsend, 850 Ernst Dr., Green Bay, WI 54304

Term to expire: November 1, 2022

J. Public Hearings.

I. 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.

K. Ordinances - Second Reading for Adoption.

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.
2. Zoning Ordinance No. 10-21
An ordinance rezoning property located at the 1420 Block of South Huron Road from Rural Residential (RR) to Varied Density Residential (R3) and Conservancy (C).
3. General Ordinance No. 24-21
Amending Green Bay Municipal Code Section 24-6(14), relating to public nuisances affecting peace and safety.

L. Report of the Redevelopment Authority (October 19, 2021).

1. To approve the development agreement regarding the future redevelopment and reuse of the property located at 216 S. Military Avenue, subject to final review by the City Attorney and the Developer, and forwarding it to the City Council for final approval on November 2, 2021.

M. Report of the Improvement & Services Committee (October 27, 2021).

1. To approve the request by Information Services Group, Inc. (ISG) to rent up to 41 parking stalls in River Ramp.
2. To approve the request to install one 9,000 lumen LED street light on Parkwood Drive 300 ft south of Hazelwood Lane which is between 2450 and 2466 Parkwood Drive. (Ald. Vander Leest)
3. To approve the request by Department of Public Works to enter into a new Solid Waste Management Agreement with Brown County.
4. To approve the Pipeline Access and Abandonment Agreement with Westshore Pipeline Company, and to authorize the Mayor and City Clerk to sign the agreement on request by the Department of Public Works.
5. To approve the request by Department of Public Works on proposed 2021-2022 winter contractor rates report.
6. To hold until the November 24, 2021 Improvement and Services Committee meeting the proposed 2022 Parking Division rate structure.
7. To receive and place on file the report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

a. Rabine America Maintenance, LLC

N. Report of the Protection & Policy Committee (October 25, 2021)

1. To receive and place on file a request by Ald. Lefebvre to look at varying aspects of Green Bay's license alcohol establishments with a discussion on a moratorium, previously discussed at the February Protection & Policy Committee meeting.
2. To approve a "Class A" Liquor & Class "A" Beer license for Prosperity Liquor Inc at 1970 University with a premises description as "sales front and backroom" (Currently licensed as DWS of Green Bay, LLC).
3. To receive and place on file the request by Alder Brunette: "For the sake of full transparency to the public, for discussion with possible action that the Common Council officially request and receive a full list of funders and donors to Law Forward and States United Democracy Center in order for the city to retain them as legal counsel regarding ongoing election issues. These two groups seem to be politically motivated special-interest groups and all the citizens of Green Bay have a right to know who is funding them while the city confers with them on a legal defense on a petition to request and receive a full list of funders and donors to Law Forward and States United Democracy Center" (Ald. Brunette, District 12).

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

4. To receive and place on file the Liquor Violation Report for October 25, 2021.

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

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

P. Report of the Plan Commission. (October 25, 2021)

1. To create a Planned Unit Development (PUD) to permit temporary uses at 216 S. Military Avenue for the temporary PUD for up to three years from the time of approval on the condition that a development agreement, with regard to the future redevelopment of the site is entered into by the Developer and the City.
2. To repeal and recreate a Planned Unit Development (PUD) along the 2300-2400 Block of East Mason Street for East Town Mall, subject to the draft Planned Unit Development (PUD) and the following amendments:
 1. Staff to adjust maps, exhibits, and text to address inclusion of parcels 21-126-9-1 and 21-126-13
 2. The removal of "masonry" from Sections E.2.c.3, E.2.c.4, E.2.c.5, and E.2.c.6

3. The addition of the following statement at the end of Section D.I.a.: “The City of Green Bay must be a party to this easement.”
4. Staff to amend Section E.2 and Exhibit D to add an allowable monument directory sign located at E. Mason Street and East Town Way, with a height not to exceed 12 ft.
3. To approve the amendments to Article XVIII. Off-Street Parking, Drives, and Loading, Green Bay Municipal Code as proposed.

Q. Report of the Public Arts Commission. (October 27, 2021)

1. To elect Ald. Lynn Gerlach as Chair and Alex Zacarias as Vice Chair of the Green Bay Public Arts Commission.

R. Report of the Traffic, Bicycle, and Pedestrian Commission (October 18, 2021).

1. To receive and place on file the report by the Police Department of the 2021 3rd quarter serious injury and fatal crashes.
2. To refer to staff for study the request by Ald. Dorff to review the 40 mph speed limit on Church Road and reduce it to 35 mph.
3. To establish a ONE-WAY STOP condition on Gilbert Drive at Ontario Road and adopt by ordinance.
4. To receive and place on file the request by Ald. Dorff on behalf of the Board of Directors at The Preserve for staff to conduct a speed study of Whittier Drive from Huron Road to Erie Road.
5. To refer to staff to evaluate the current signage on Whittier Drive from just east of Purple Sage Drive through the curve at Erie Road and upgrade as necessary.
6. To remove the NO PARKING zone on the east side of Auto Plaza Drive from Auto Plaza Way to a point 140 feet south of Auto Plaza Way.
7. To remove the NO PARKING zone on the east side of Auto Plaza Drive from a point 215 feet south of Auto Plaza Way to a point 303 feet south of Auto Plaza Way.
8. To remove the NO PARKING zone on the east side of Auto Plaza Drive from a point 483 feet south of Auto Plaza Way to a point 584 feet south of Auto Plaza Way.
9. To remove the NO PARKING zone on the west side of Auto Plaza Drive, from a point 200 feet south of Auto Plaza Way to a point 275 feet south of Auto Plaza Way.
10. To remove the NO PARKING zone on the west side of Auto Plaza Drive from a point 440 feet south of Auto Plaza Way to a point 515 feet south of Auto Plaza Way.
11. To remove the NO PARKING zone on the east side of Donald Driver Way from a point 290 feet north of Dousman Street to its north terminus.
12. To remove the NO PARKING zone on the west side of Donald Driver Way from a point 310 feet north of Dousman Street to its north terminus.

13. To establish a NO PARKING zone on both sides of Kellogg Street from Broadway to Donald Driver Way and adopt by ordinance.
14. To establish a NO PARKING zone on the east side of Donald Driver Way from a point 290 feet north of Dousman Street to a point 285 feet north of Kellogg Street and adopt by ordinance.
15. To establish a NO PARKING zone on the west side of Donald Driver Way from a point 310 feet north of Dousman Street to a point 285 feet north of Kellogg Street and adopt by ordinance.
16. To establish a NO PARKING zone on both sides of Donald Driver Way from a point 370 feet south of Bond Street to Bond Street and adopt by ordinance.
17. To establish a NO PARKING zone on both sides of Bond Street from a point 70 feet west of Donald Driver Way to Donald Driver Way and adopt by ordinance.
18. To establish a NO PARKING zone on both sides of Bond Street from Broadway to a point 70 feet east of Broadway and adopt by ordinance.
19. To establish a NO PARKING 30-MINUTE LOADING zone on the north side of Bond Street from a point 70 feet west of Donald Driver Way to a point 140 feet west of Donald Driver Way and adopt by ordinance.
20. To establish a 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the north side of Bond Street from a point 70 feet east of Broadway to a point 350 feet east of Broadway and adopt by ordinance.
21. To establish a 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the south side of Bond Street from a point 70 feet east of Broadway to a point 420 feet east of Broadway and adopt by ordinance.
22. To establish a 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on both sides of Donald Driver Way from a point 285 feet north of Kellogg Street to a point 440 feet north of Kellogg Street and adopt by ordinance.
23. To remove the 3-WAY STOP condition at Oakdale Avenue and Huth Street South.
24. To establish a 1-WAY STOP condition on Huth Street South at Oakdale Avenue and adopt by ordinance.

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

- I. 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 (referred from the August 17, 2021 Council Meeting).

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.

T. Receive and Place on File.

- I. October building report.

U. Committee of the Whole

- I. Consideration with possible action, on an ordinance establishing Aldermanic Districts, in response to the 2020 Census.
2. Consideration, with possible action, on an application from the Green Bay Botanical Gardens to expand their licensed premise for the purpose of their annual Garden of Lights (a special event).

V. Ordinances - First Reading.

- I. Zoning Ordinance No. 14-21
An ordinance creating a planned unit development (PUD) for 216 South Military Avenue.
2. Zoning Ordinance No. 13-21
An Ordinance repealing Zoning Ordinances Nos. 38-79, 10-81, 01-87, 20-88, 12-89, 19-96, 13-97, 04-98, 19-98, 26-98, 08-00 and 01-21 and creating a planned unit development (PUD) for the 2300-2400 Block East Mason Street, East Town Mall.
3. General Ordinance No. 25-21
An ordinance amending Chapter 44, Article XVIII, Green Bay Municipal Code, relating to Off-Street Parking, Drives, and Loading.
4. General Ordinance No. 28-21
An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.
5. General Ordinance No. 27-21
An ordinance amending Section 40-71, Green Bay Municipal Code, relating to traffic regulations.

W. Ordinances - First and Final Reading for Adoption

- I. MO 4-21
An ordinance redistricting the City of Green Bay.

X. Referral of Petitions & Communications.

Y. 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



2021-11-02 Common Council

Zoom Meeting Information

Celestine Jeffreys is inviting you to a scheduled Zoom meeting.

Topic: 2021-11-02 Common Council

Time: Nov 2, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82708652364>

Meeting ID: 827 0865 2364

Passcode: 294691

One tap mobile

+13017158592,,82708652364#,,,,*294691# US (Washington DC)

+13126266799,,82708652364#,,,,*294691# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 827 0865 2364

Passcode: 294691

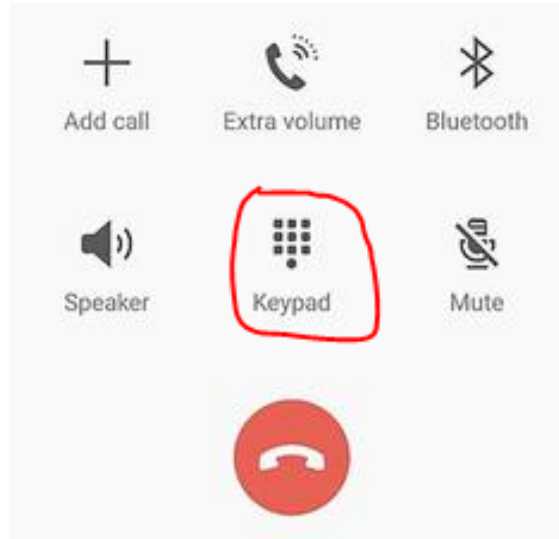
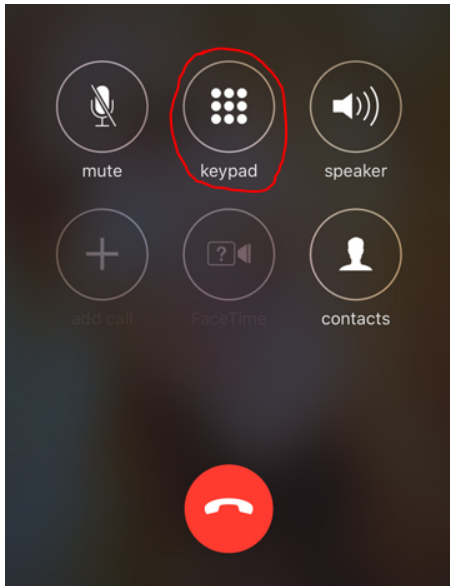
Find your local number: <https://us02web.zoom.us/j/kcHOcQXjxD>

Additional Information

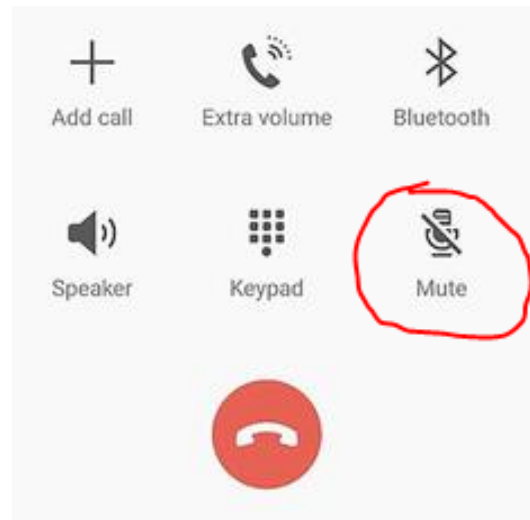
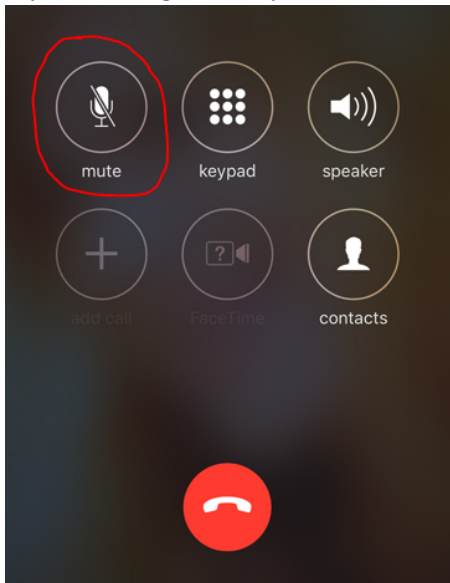
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

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



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



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



For Official Notice:

**Public Notification
Proposed Amendment to the City of Green Bay
Smart Growth 2022 Comprehensive Plan
(CPA 18-04)**

The Green Bay Common Council will hold a public hearing on **Tuesday, September 21, 2021**, at 6:00 p.m. The meeting will be conducted at a virtual location. If you wish to participate in the Public Hearing, you may access the meeting by the internet or telephone, using the access code below.

Join Zoom Meeting

<https://us02web.zoom.us/j/84571628187>

Meeting ID: 845 7162 8187

Passcode: 024488

One tap mobile

+13017158592,,84571628187#,,,024488# US (Washington DC)

+13126266799,,84571628187#,,,024488# US (Chicago)

Dial by your location

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+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 845 7162 8187

Passcode: 024488

Find your local number: <https://us02web.zoom.us/j/84571628187>

The hearing is regarding the following proposed amendment to the City of Green Bay Smart Growth 2022 Comprehensive Plan (CPA 18-04): A request to amend the Comprehensive Plan for the property located in the 1420 Block of S. Huron Road from Business Park to Medium and High Density Housing and Business Park to Wetland & Private Open Space (Figure 22-6). An image depicting the affected area is available in the office of the Dept. of Community and Economic Development for the City of Green Bay.

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

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

City of Green Bay

Dept. of Community and Economic Development

Attn: Paul Neumeyer

100 N. Jefferson St., Rm. 608

Green Bay, WI 54301

For additional information, contact Paul Neumeyer at (920) 448-3405 or

paul.neumeyer@greenbaywi.gov.

ACCESSIBILITY: Any person wishing to attend who, because of a disability, requires special accommodation 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.

Publication Date: August 27, 2021

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.

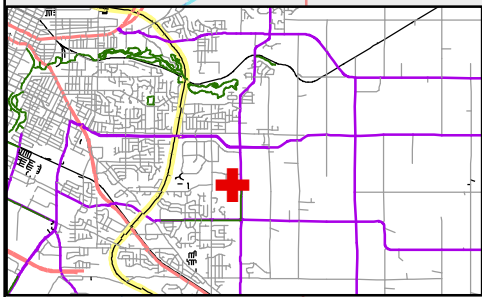
APPROVED:

Mayor

ATTEST:

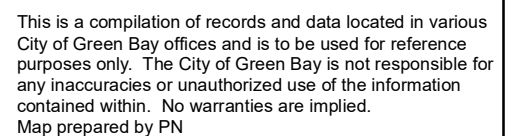
Clerk

Enclosure – Map



1420 Block South Huron Road

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Feet



ZONING ORDINANCE NO. 10-21

AN ORDINANCE REZONING PROPERTY LOCATED AT THE 1420 BLOCK OF SOUTH HURON ROAD FROM RURAL RESIDENTIAL (RR) TO VARIED DENSITY RESIDENTIAL (R3) AND CONSERVANCY (C) (ZP 18-25)

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

SECTION 1. Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning property located at the 1420 Block of South Huron Road from Rural Residential (RR) to Varied Density Residential (R3):

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, T23N-R21E, 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, 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.

Tax Parcel No. 21-183

OUTLOT 1 OF 47 CSM 34 BNG PRT OF SE $\frac{1}{4}$ SW $\frac{1}{4}$ SEC 11 T23N R21E, 82,245 SQ FT

SECTION 2. Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning property located at the 1420 Block of South Huron Road from Rural Residential (RR) to Conservancy (C):

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, T23N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

ZONING ORDINANCE NO. 10-21

PAGE 2

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.

Tax Parcel No. 21-183

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

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

APPROVED:

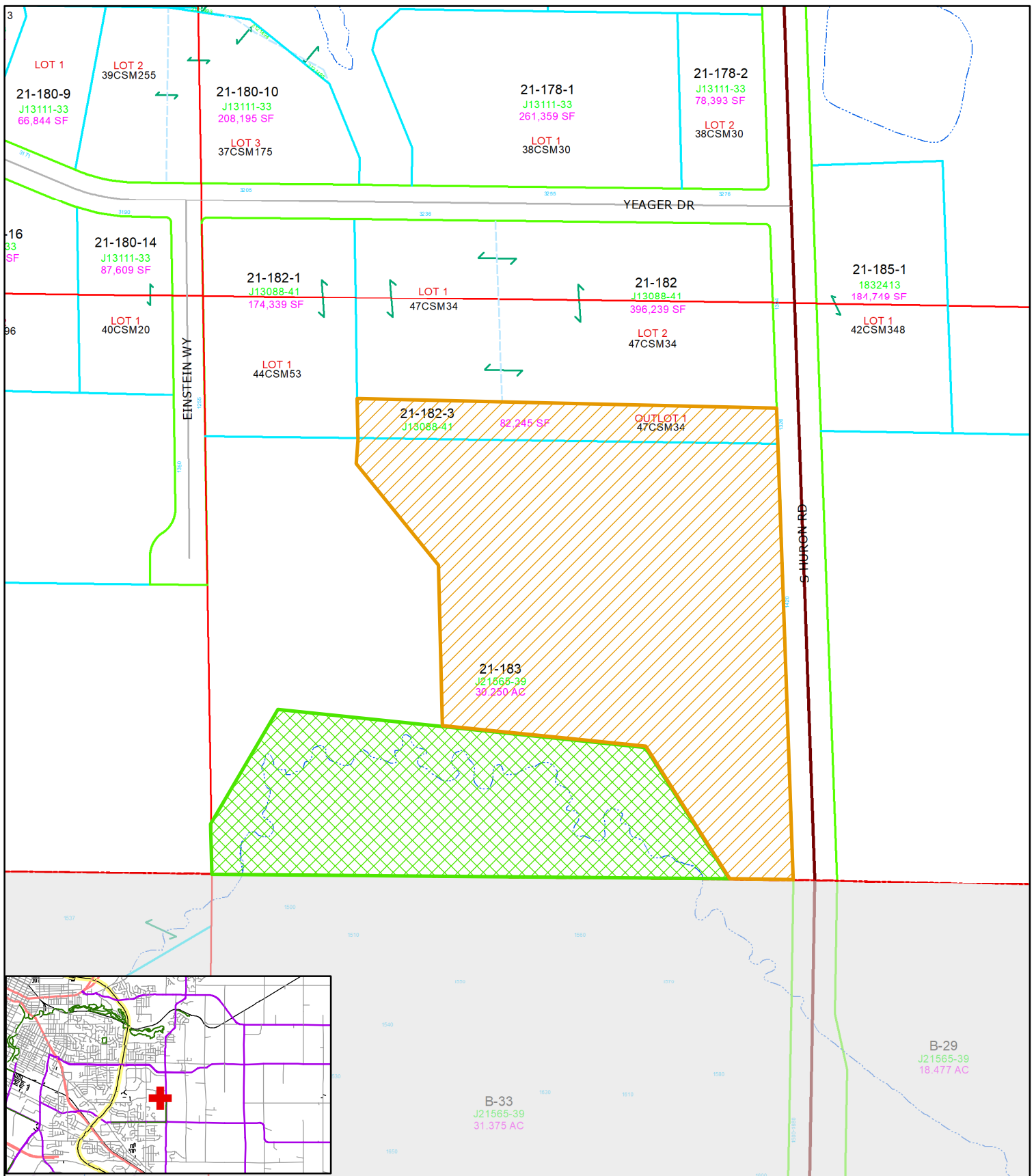
Mayor

ATTEST:

Clerk

pn

Attachment – Map



Proposed Rezoning (ZP 18-25) 1420 Block South Huron Road

-  Rural Residential (RR) to Varied Density Residential (R3)
-  Rural Residential (RR) to Conservancy (C)

0 5,000 10,000
Feet



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



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # K.3

General Ordinance No. 24-21

Amending Green Bay Municipal Code Section 24-6(14), relating to public nuisances affecting peace and safety.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 24-21 - Amend Section 24-6(14) Nuisances

GENERAL ORDINANCE NO. 24-21

**AN ORDINANCE AMENDING SECTION 24-6(14),
GREEN BAY MUNICIPAL CODE, RELATING TO
PUBLIC NUISANCES AFFECTING PEACE AND SAFETY**

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

SECTION 1. Section 24-6(14), Green Bay Municipal Code, is hereby amended to read:

(14) Any phrase or symbol intentionally marked, drawn, or written with paint, ink, or another substance on or intentionally etched into the physical property of another which has not been removed in accordance with Section ~~26-47~~ **26-16**.

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

APPROVED:

Mayor

ATTEST:

Clerk

dkd

October 19, 2021



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

MEETING DATE

November 2, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # L.1

To approve the development agreement regarding the future redevelopment and reuse of the property located at 216 S. Military Avenue, subject to final review by the City Attorney and the Developer, and forwarding it to the City Council for final approval on November 2, 2021.

BACKGROUND

At its September 14th meeting, the RDA approved general terms and conditions for a development agreement for a redevelopment project at 216 S. Military Avenue. Staff has completed its initial drafting and first legal review of the development agreement for the redevelopment of 216 S. Military Avenue. The attached draft reflects the terms previously presented to the RDA, and has been sent to the Developer's legal counsel for review and comment, which will be shared with the RDA at the meeting.

The primary terms are 1) the Developer is to provide a formal concept plan to the City before the end of 2024, and 2) the Developer is seeking zoning approval of temporary uses in the existing structure for a three-year period.

RDA action is required on this item to allow it to proceed to the November 2nd City Council meeting. (There is not a regular second Council meeting in November.)

RECOMMENDATION

Staff recommends RDA approval of the development agreement subject to final review by the City Attorney and the Developer, and forwarding it to the City Council for final approval on November 2, 2021.

FISCAL IMPACT

No significant short term fiscal impact is currently anticipated. Long term usage of the existing building as industrial use could cause the property valuation to decrease, and could potentially have an impact on neighboring property values as well. Adding additional residential and/or commercial uses to the site would most likely increase the property's valuation.

ATTACHMENTS

- I. 2021-11-02 HJ Martin Site Redevelopment DA Draft-FINAL



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 21-__

H.J. MARTIN REDEVELOPMENT OF FORMER SHOPKO SITE AT 216 S. MILITARY AVE.

This Development Agreement is made this _____ day of _____, 2021,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and Martin Neufeld LLC, an affiliate of H.J. Martin & Son, Inc., a Wisconsin corporation ("Developer").

RECITALS

- A. Developer has proposed redevelop 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>
6-266-E	216 S. Military Ave.	8.362	\$3,571,400

- B. The parcel listed above shall be referred to as the "Property." The Property comprises approximately eight and three hundred sixty-two thousandths (8.362) acres of land. A map of the Property is herein attached as EXHIBIT A; the legal description of the Property is as follows:

Lot 1 of 5 Volume 5 Certified Survey Maps, Page 177, Map Number 1366, Document number 802454, Being Part of Private Claim 1 West and Being Part of Vacant Strip in the City of Green Bay, West of the Fox River, Brown County, Wisconsin.

- C. Developer intends to complete a Project to temporarily reuse and redevelop the Property, which includes the following:

- 1) A future addition of a new commercial, residential and/or mixed-use building or buildings to be determined in the future, and/or the reuse of the existing structure for commercial or mixed-uses, subject to approval of a concept plan, future rezoning and possible land division, all as determined to be necessary by the City.
- 2) An immediate temporary reuse of the existing retail building for H.J. Martin & Son, Inc.'s ("H.J. Martin") warehousing, employee training use and leased space for product assembly and maintenance by Bellin Health or their direct affiliate.
 - a. The temporary use shall be governed by a Planned Unit Development ("PUD") overlay zoning designation subject to the review and approval by the Plan Commission and the City Council.
 - b. The requested PUD shall address the storage of the following materials to be stored in the existing building, including but not limited to:
 - i. Flooring Materials (Hardwood, Ceramic Tile, Vinyl, Carpet, Carpet Pad)
 - ii. Flooring Sundries (Adhesive, Caulk, Grout, Metals)
 - iii. Tools & Equipment (Power tools, Hand tools)

- iv. Acoustical Ceiling Tile & Grid
 - v. Shower Doors & Mirrors
 - vi. Wheelchairs
 - vii. Oxygen Tanks
 - viii. Other Medical Equipment
- c. Training facility to include, but not be limited to, fixture installation, case work mockups, shower mockups, stair mockups and classrooms with chairs.
 - d. The permanent future use of the structure with the proposed temporary use will be determined in a future rezoning and/or land division of the Property.

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

- D. Developer and the City acknowledge that the proposed temporary uses of H.J. Martin's warehousing, employee training use and leased space for product assembly and maintenance by Bellin Health or its direct affiliates are not permitted by the current C-3 Community Center Commercial zoning and are inconsistent with the City's adopted 2022 Smart Growth Comprehensive Plan, and are being considered only in the context of future redevelopment plans for the site. The temporary uses as listed are in no way intended to set a precedent in any manner for allowing these types of uses in commercial districts.
- E. The City and RDA desire to provide the Developer the opportunity to temporarily utilize the existing structure and site in order to provide time to market the site for more appropriate uses as well as to maintain some economic activity and tax base for the community, consistent with the City Comprehensive Plan and the City Zoning Ordinance.
- F. In order to induce Developer to undertake the Project, such that it will bring new investment to the area and so that the public will generally benefit, the City has agreed to allow the Developer to pursue approval for the temporary uses in exchange for cooperatively planning for the redevelopment of the property which is expected to take place prior to the next 3 year period as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this

Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to allow the Project to occur and to induce Developer to undertake the Project as well as the marketing and future compliant redevelopment of the Property, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the parties herein intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. “Agreement” means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. “City” means the City of Green Bay, Brown County, Wisconsin.
- C. “Concept Plan” means the plan for the project which shall include but not be limited to:
 - 1. Architectural renderings, elevations, and list of building materials
 - 2. Building site plan that identifies existing and new building dimensions, site dimensions, setbacks, easements, public rights of way, parking areas, driveway locations, and any other improvements on the site.
 - 3. Utility plan that identifies existing and new public and private utility connections including but not limited to water, sanitary sewer, storm water, electric, natural gas, telecommunications, and any other utility infrastructure and related easements.
 - 4. Storm water management plan that identifies conveyance, storage and treatment of storm water in accordance with City ordinances.
 - 5. A building and site restoration plan (if necessary)
- D. “Developer” means Martin Neufeld LLC, an affiliate of H.J. Martin & Son, Inc., or any assignee of the same.

- E. “Exhibits” means the supplementary reference information attached to this development agreement that shall include the following:
1. Exhibit A – Map of the Property
 2. Exhibit B – Preliminary Concept Plan
- F. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement
- G. “Plans and Specifications” means the plans and specifications necessary to design, review, and construct all or part of the Project.
- H. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- I. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- J. “Project” means the Project as defined in the Recitals.
- K. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- L. “Temporary Use” means any land uses intended to only be permitted for a short-term, fixed period, and intended to be replaced by a permitted use or uses after the herein agreed upon three (3) year period.

III. OBLIGATIONS OF DEVELOPER

Planned Unit Development Zoning for Temporary Uses. The Developer shall obtain a Planned Unit Development (“PUD”) overlay zoning designation over the property to temporarily permit H.J. Martin’s warehousing, employee training use and leased space for product assembly and maintenance by Bellin Health or their direct affiliates. The application for the PUD shall be reviewed in accordance with all applicable City and RDA standards and procedures. The PUD shall not constitute a property right of the Developer and its existence is solely contingent and predicated upon this Agreement being in full force and effect. Any termination of this Agreement shall automatically and immediately terminate the PUD without further notice to the Developer. The Developer acknowledges and agrees that a failure to comply

with any of the PUD obligations and terms shall be grounds for termination of this Agreement as set forth in Section VII.

- A. The expiration of the PUD shall be December 31, 2024, subject to the extension periods set forth in Section III(B). The application for the PUD zoning shall include, but not be limited to, the following obligations and terms
1. A detailed building plan and site illustrating the areas for each of the defined temporary uses
 2. A list of permitted materials and equipment to be stored indoors.
 3. Developer shall not remove the existing natural screening (i.e. trees) adjacent to the existing loading area and Randall Court.
 4. Prohibition of outdoor storage, outdoor displays, and long-term parking or vehicle storage.
 5. Ensuring adequate ingress and egress from each use area in the existing building.
 6. Ensuring traffic patterns to and from the building are routed in the least disruptive manner from adjacent areas.
 7. Ensure that parking for employees and customers is located in the least disruptive areas away from adjacent areas.
 8. Requirements for minimum property maintenance standards.
- B. Extension of Temporary Uses. The Developer may request up to Two (2), One (1) - year extensions for the temporary use. Such requested extensions shall be reviewed for approval by the RDA and or the City based on the following factors: Developer is able to 1) demonstrate significant activity and progress related to the future redevelopment of the site, and 2) show consistent code compliant maintenance of the property and structure(s), including the temporary uses, in compliance with the applicable zoning and general ordinance requirements of the City.
- C. Concept Plan. The redevelopment of the Property shall require the creation of a full Concept Plan as defined in this Agreement, to be submitted to the City no later than December 31, 2024, subject to the extension periods set forth in Section III(B). which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. Failure to provide said concept plan shall be considered a default by the Developer as contemplated under the terms of this Agreement.
- D. Future Requests. The Future Project may be subject to additional requirements not addressed in this Agreement and will need to be addressed at a future time including but not limited to rezoning, variances, land division, development agreement amendment(s) and the potential request by the Developer for financial assistance.
- E. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, unless it determines such revisions would impair the objectives of this Agreement, impose substantial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement,

the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

- F. Compliance with Planning; Zoning; Permits and Use. Be it understood that the RDA does not have regulatory control over the property. Therefore, Developer shall obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City and RDA.
 4. Developer acknowledges that failure to abide by and maintain any and all of the requirements of the temporary PUD zoning will result in the automatic termination of the PUD, revocation of the temporary uses, ordering the immediate cessation of the uses previously permitted under the overlay zoning, and subject the Developer to any and all enforcement actions permitted by law as well as termination of this Agreement.
- G. 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.
- H. Reports and Information. During the period before the commencement of construction of the Project, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of planning.
- I. Copies of Documents. All documents from Developer to the City or RDA shall be submitted electronically.
- J. 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.
- K. Transfer or Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may

assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

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

U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

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

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

- I. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
- 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
- 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);

- b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
- 4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
- 5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs III. N. 1. to III N. 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.

O. General Indemnity.

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

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

IV. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property is currently zoned for commercial and retail uses and Developer shall obtain a Planned Unit Development Overlay zoning designation for the requested temporary uses described in this Agreement. If granted, the Developer shall ensure that it conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations

of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or to the best of Developer's knowledge, 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 shall 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 shall comply with, and shall cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to comply with PUD. Developer fails to comply with any of the obligations and terms of the Planned Unit Development overlay zoning designation. Such default shall automatically terminate the PUD and this Agreement without further notice to the Developer.
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
 - 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

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

reasonable attorney fees incurred by Developer or City in enforcing this Agreement due to an Event of Default by the City and/or RDA.

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

VIII. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
 - 1. This Agreement is terminated because of an Event of Default; or
 - 2. The parties agree in writing to terminate this Agreement.
- B. Survival of Certain Provisions. Sections III. F., III. G., III. K. 2., III.K 3., III. L., III. M. 2., III. O., IV. A., IV. B., IV. C., IV. D., VI. C., VI. D., VI. E., VI. G., VI. K., VI. L., VII. B., VII. D., VII. E., VII. F., IX. B., IX. C., IX. G., IX. J., IX. M., IX. O., IX. P., and IX. R. shall survive the termination of this Agreement.

IX. 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. Except as otherwise set forth in this Agreement, Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to DECEMBER 31, 2021, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
Attn: Celestine Jeffreys, Clerk
100 North Jefferson Street, Rm 106
Green Bay, WI 54301
e-mail: celestine.jeffreys@greenbaywi.gov
facsimile: 920-448-3016

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

To the Developer: Martin Neufeld LLC
Attention: Edward Martin
320 South Military Avenue
Green Bay WI, 54303
920-321-3013
k.hopp@hjmartin.com
with a copy to: Attorney Ryan D. Krumrie
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 200
Green Bay, WI 54301
(920) 430-1900
rkrumrie@hdz-law.com

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

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

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

[Signature pages follow]

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

page 18 of 21

Signature page 2 of 2

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, 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
Preliminary Concept Plan



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # M.1

To approve the request by Information Services Group, Inc. (ISG) to rent up to 41 parking stalls in River Ramp.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # M.2

To approve the request to install one 9,000 lumen LED street light on Parkwood Drive 300 ft south of Hazelwood Lane which is between 2450 and 2466 Parkwood Drive. (Ald. Vander Leest)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-10-19 Dist II to I and S



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 10/19/2021

Text of Communication:

Request from area residents for a street light to be placed at the corner of Parkwood Drive and Hazelwood Lane. This would be at the corner of Parkwood Drive and Hazelwood Lane where they intersect.

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



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # M.3

To approve the request by Department of Public Works to enter into a new Solid Waste Management Agreement with Brown County.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. C_GreenBay_Grenier
2. Final Preferred SW Agreement 08312021

PORT & RESOURCE RECOVERY DEPARTMENT



2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950 | FAX: (920) 492-4957

DEAN R. HAEN
DIRECTOR

October 18, 2021

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

Re: New Brown County Solid Waste Agreement

Dear Steve Grenier,

As you may have heard, the construction of the South Landfill by Brown County in the Town of Holland is expected to be completed and in operation in 2022. With the opening of the South Landfill in 2022, the Brown County Port & Resource Recovery Department is seeking to renew the Solid Waste Management Services Agreements with Brown County municipalities. The current Solid Waste Agreement was adopted in 2012 and the Recycling Agreement was adopted in 2009. The new agreement combines all solid waste services under one agreement. By doing so it is Brown County's intent to continue to provide long-term environmentally-sound solid waste management at a low cost.

The Brown County Solid Waste Agreement has been reviewed by the Brown County City, Village and Town Public Works Directors and vetted by attorneys at the cities of Green Bay and De Pere, villages of Allouez and Denmark as well as the Brown County Corporation Counsel. Approval of the blank agreement by the Brown County Board is expected to take place on October 27, 2021 after which Brown County Resource Recovery staff will be seeking approval from each municipality.

We are requesting that you review the Agreement and add it to your Board agendas for approval prior to the end of 2021.

The construction of the landfill along with ancillary facilities and acquisition of equipment is estimated at \$22 million. When the landfill opens in 2022, the communities making up the Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement (BOW) will begin hauling and disposing solid waste at the new facility. The current BOW landfill in use is the Outagamie County Northeast Landfill which is expected to be full by the end of 2024. The expected life expectancy of the South landfill is 16 to 18 years.

To pay for the new landfill, Brown County is estimating an \$8/ton increase in the tipping fees for municipal customers. This initial cost increase does not include annual consumer price

index (CPI) increases. A Rate Stabilization Fund established and funded by Brown County under the existing Solid Waste Agreement has a balance of \$1.1 million which will be used by the County to allow for an incremental increase to the municipal Tipping Fee over a 5-year period beginning in 2022. The municipal Tipping Fee per ton with yearly consumer price index increases are estimated as follows:

- 2021 - \$43.84– Existing Rate
- 2022 - \$47.82
- 2023 - \$49.82
- 2024 - \$51.82*
- 2025 - \$53.82*
- 2026 - \$55.82*

**Estimated*

See Attachment #2 of the proposed Municipal Solid Waste Management Agreement for a more detailed schedule of Rate increases.

Fortunately, due to recent favorable recycling markets, the proposed cost increase in 2022 may be offset by the revenue generated by the disposal of recyclables. In September 2021, Brown County paid Brown County municipalities \$81/ton for their recyclable material.

If you need more information please contact Mark Walter at (920) 492-4950 or via email at Mark.Walter@BrownCountyWi.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dean Haen', with a long horizontal flourish extending to the right.

Dean Haen
Director

Solid Waste Management Services Agreement

This Solid Waste Management Services Agreement (the "Agreement"), made and entered into this _____ day of _____, 20____ by and between Brown County, Wisconsin, a Wisconsin body corporate ("Brown County"), through its Port & Resource Recovery Department and _____ ("Municipality"). Brown County and Municipality shall collectively be referred to herein as "the Parties." Capitalized terms used in this Agreement are defined in Section 1.

WITNESSETH:

WHEREAS, Brown County desires to enter into an Agreement with Municipality for the provision of long-term Solid Waste Management Services on the terms and subject to the conditions provided herein, such services to include the storage, transfer, source separation, processing, treatment, recovery and disposal of Solid Waste, Recycling and Household Hazardous Waste ("Solid Waste Management Services"); and,

WHEREAS, this Agreement combines and replaces the existing Solid Waste Management Services Agreement and the Municipal Recycling Agreement; and,

WHEREAS, the Municipality wishes to have Brown County provide such long-term Solid Waste Management Services at a low cost; and,

WHEREAS, in 1975 the Brown County Solid Waste Department (now the Brown County Port & Resource Recovery Department) and the Brown County Solid Waste Board were created to provide solid waste management services and facilities designed to demonstrate the availability of, and access to, sufficient economically and environmentally sound Solid Waste disposal capacity for Solid Waste generated within the Brown County Solid Waste Management System for municipalities of Brown County; and,

WHEREAS, Brown County in 2002 signed the Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement ("BOW Agreement") covering 25 years or until the South Landfill closes to share landfill disposal services and to construct engineered sanitary landfills that meet both the federal design standards of the Resource Conservation and Recovery Act ("RCRA"), Subtitle D and Wisconsin Department of Natural Resources standards; and,

WHEREAS, in 2009 Brown, Outagamie and Winnebago Counties jointly constructed a single-stream Material Recovery Facility to process and separate recyclable materials collected by municipalities within the three counties; and,

WHEREAS, Brown County has established a multi-tiered Solid Waste and Recycling Tipping Fee system that provides a Preferred Rate to Municipalities utilizing the Brown County Solid Waste Management System; and,

WHEREAS, Persons receiving Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate; and,

WHEREAS, pursuant to Brown County Code, § 12.01(4), Brown County has the legal responsibility to act as the policy making body for the Port & Resource Recovery Department and “shall keep abreast of the latest techniques, procedures and methods that may be developed in solid waste management,” and therefore, Municipality can propose an emerging solid waste management technology concept for consideration at any meeting of the Brown County Solid Waste Board; and

WHEREAS, Brown County and Municipality agree that the mutual obligation and purpose of this Agreement is to establish a low-cost Preferred Rate, with appropriate adjustments, at Brown County’s landfill, transfer stations or designee for all solid waste and residential curbside recycling generated by Municipality, and to guarantee the delivery of all of Municipality’s solid waste and recycling, over which it has control as stipulated within the Municipality’s Recycling Ordinance, to Brown County for appropriate management to justify such Preferred Rate; and,

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the Board and Municipality agree as follows:

1. DEFINITIONS – For purposes of this Agreement, the following terms shall be defined as follows:

- A. “Additional Services” means the following services, the payment for which is not included in Tipping Fees: Household Hazardous Waste, Sharps Disposal Services, Electronic Recycling, Tire Recycling, Appliance Recycling, Scrap Metal Recycling, Food Waste Recovery and such other resource recovery services as may be offered from time to time as conditions and markets warrant.
- B. “Board” refers to the Solid Waste Board which was established by the Brown County Board under Sec. 59.07(135) (now Sec. 59.70(2), Wis. Stats.) with powers defined hereunder and in Chapter 12 of the Brown County code.
- C. “BOW Agreement” refers to the Intergovernmental Solid Waste Disposal Agreement for Brown, Outagamie and Winnebago Counties.
- D. “Designated Drop-Off Location” means the Landfill, Solid Waste Transfer Station, Recycling Transfer Station or other final disposal destination designated by Brown County as the location for Solid Waste and Recycling to be delivered pursuant to this Agreement.
- E. “Director” means the Director of the Brown County Port & Resource Recovery Department or their designee.
- F. “Force Majeure” means an act of God; strikes or other industrial disturbances; acts of public enemy; acts of terrorism; blockades; wars; insurrections or riots; epidemics and

pandemics; landslides; earthquakes; fires; storms; floods or washouts; civil disturbances; or explosions.

- G. “Gate Rate” means a Tipping Fee charged for the acceptance of solid waste or recycling not subject to any agreement.
- H. “Hazardous Waste” means waste defined as hazardous waste by Chapter 291 of the Wisconsin Statutes and the Chapter NR 600 Series of the Wisconsin Administrative Code, as may be amended from time to time.
- I. “Host Community” means the town of Holland (Stock Landfill site) in Brown County or Outagamie County or Winnebago County designated disposal locations where the Board has received WDNR landfill siting approvals to build and operate a landfill or other solid waste treatment facilities.
- J. “Host Community Agreement” means an agreement between the Board and the Host Community which describes and defines the obligations and responsibilities of the parties.
- K. “Landfill” means the designated BOW landfill facility in use during the period of this Agreement which includes the Outagamie County East landfill (and its Northeast expansion) and the Brown County South landfill which are subject to the BOW Agreement.
- L. “Recyclable Materials” are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal and identified in Exhibits D and E and which include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper.
- M. “Recycling” means the transfer, transporting, processing, marketing and conversion of solid wastes into usable materials or products and includes the stockpiling and disposal of non-usable portions of solid wastes but does not include the collection of solid wastes.
- N. “Responsible Unit” means a municipality, county, another unit of government, including a federally recognized Indian tribe or band in this state, or solid waste management system under s. 59.70 (2), that is designated under s. 287.09 (1).
- O. “Plan of Operation” means that certain Plan of Operation approved by the State of Wisconsin for the Landfill.
- P. “Preferred Rate” means the lowest rate among the multi-tiered Tipping Fees offered.
- Q. “Solid Waste” means waste defined as solid waste by Chapter 289 of the Wisconsin Statutes and the Chapter NR 500 series of the Wisconsin Administrative Code, as may be amended from time to time.

- R. “Solid Waste Reduction Measures” means recycling or other measures taken by Municipality to reduce the amount of Solid Waste generated by the municipality.
- S. “Tipping Fee” means the per ton rate established by the Board for the disposal, recycling, salvage or beneficial use of delivered Solid Waste and Recycling and includes both the Preferred Rate and the Gate Rate. The Board may establish different Tipping Fees for the disposal, salvage or beneficial use of other types of materials, including but not limited to, petroleum contaminated soil, asbestos, special wastes, foundry sands, construction and demolition debris, appliances, tires and batteries.
- T. “Solid Waste Transfer Station” means a building located at 3734 West Mason Street established to transfer Solid Waste to the receiving Landfill.
- U. “Recycling Transfer Station” means a building located at 2561 S. Broadway established to transfer recyclable material to the Tri-County Material Recovery Facility.

2. This Agreement supersedes all previous Solid Waste Management Services agreements between Municipality and the Board.

3. **TERM** – The initial term of this Agreement will be ten (10) years commencing on the date of signature by Municipality. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a “Renewal Term” and, collectively with the Initial Term, the “Term”) until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 180 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.

4. **BROWN COUNTY RESPONSIBILITIES** – The Board agrees to the following:

- A. Subject to the terms of this Agreement, Brown County agrees to accept all of Municipality’s collected and/or contracted collections of residential, industrial and commercial Solid Waste and Recycling, provided such material is of a kind or nature that may be legally accepted at the Designated Drop-Off Locations.
- B. The Brown County Solid Waste Transfer Station at 3734 W. Mason Street in the village of Hobart, Wisconsin will accept Solid Waste for transport to the Landfill or a temporary alternative disposal drop-off location mutually agreed upon by the Parties, if an emergency condition warrants. Brown County will accept only Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill’s license and approved Plan of Operation, and Wisconsin Administrative Code.
- C. The Brown County South Landfill at 1258 Mill Road (County IL) in the town of Holland, Wisconsin will accept Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill’s license and approved Plan of Operation, and Wisconsin Administrative Code.

- D. The Brown County Recycling Transfer Station at 2561 S. Broadway in the village of Ashwaubenon, Wisconsin will accept all recyclable materials generated by the Municipality through its residential curbside recycling program for transport to the Tri-County Material Recovery Facility (MRF) for processing according to all State Regulations. Acceptable materials are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal as noted in Exhibits D & E and include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper. Upon delivery to the Brown County Recycling Transfer Station, and acceptance by Brown County, title to all such recyclable materials shall pass from the Municipality to Brown County. Brown County reserves the right to add or modify the materials it accepts based upon available markets. The County will give three (3) months written notice prior to accepting or not accepting a material that is not required by the WDNR.
- E. Brown County will make available to Municipality certain Additional Services such as Household Hazardous Waste Disposal and Sharps Disposal which Brown County deems necessary to augment Solid Waste disposal. All or part of the cost of any Additional Services may be subsidized by Landfill Tipping Fees at Brown County's sole discretion.
- F. Brown County shall provide a certified scale to facilitate proper billing on a per ton basis.
- G. Brown County agrees to meet with Municipalities in June of each year, and at other times as needed throughout the year, to discuss operations, budgets and alternative solid waste management opportunities.
- H. Brown County and Municipality shall endeavor to cooperate, for so long as they both agree, to investigate emerging solid waste management technologies that may be economically and environmentally beneficial to each and, in the event Brown County and Municipality mutually agree, plan, budget and fund the development and implementation of such technologies so that the economic costs and benefits resulting from such technologies are shared between Brown County and Municipality. Any such arrangement for the investigation, planning, budgeting and funding for the development and implementation of such technologies, as well as sharing the economic costs and benefits of such technologies, shall be pursuant to a separate and supplemental validly signed written agreement between Brown County and Municipality.
- I. In the event that Brown County, without the assistance of Municipality, implements any new solid waste management technologies, Brown County may undertake a financial review of the economic benefits and costs and consider, in Brown County's sole discretion, whether such benefits necessitate the renegotiation of the terms and conditions of the BOW Agreement; provided that, any such renegotiation must be in accordance with the terms of the BOW Agreement.
- J. Brown County agrees to provide disposal or recycling services for other materials as listed in Exhibit C and Exhibit F for a separate fee. These materials and fees will be set on an annual basis depending on the availability of markets.

5. MUNICIPALITY RESPONSIBILITIES –Municipality agrees to the following:

- A. Unless otherwise authorized in writing by the Director, Municipality agrees to deliver all collected and/or contracted collections of acceptable Solid Waste and Recyclable Materials under control of the Municipality and generated by Municipality and its constituents or residents for the term of this Agreement to the Designated Drop Off Locations. Acceptable Solid Waste types are shown in Exhibit A; unacceptable Solid Waste types are shown in Exhibit B; acceptable Recyclable Materials are shown in Exhibit D. Construction debris and excavation material generated by a municipal agreement with a private vendor that may be used as clean fill elsewhere is exempt from this Agreement. Brown County recognizes that Solid Waste Reduction Measures may result in reductions in total annual tonnage received from Municipality.
- B. Municipality will pay the Preferred Rate on a per ton basis for all Solid Waste delivered to and accepted by Brown County pursuant to this Agreement.
- C. Municipality shall be responsible for disposal of, and all associated costs for handling, unacceptable waste delivered to and rejected by the Designated Drop-Off Location. If unacceptable waste is delivered to the Designated Drop-Off Location, the Director or designee shall notify the Municipality to have the waste removed, transported and disposed in accordance with all applicable laws. If the Municipality does not make arrangements to remove the waste within six (6) hours of said notice, in a manner to the satisfaction of Brown County at its sole discretion, then Brown County may, but is not obligated to, manage the waste at its discretion and at the Municipality's sole expense. Municipality is responsible for any and all costs associated with limiting the Designated Drop-Off Location operation and/or for any other Designated Drop-Off Location users' additional costs associated with the user's inability to use the Designated Drop-Off Location due to unacceptable waste delivered to the Designated Drop-Off Location by the Municipality. Municipality shall indemnify and hold harmless Brown County for any costs and/or damages incurred as a result of Municipality's failure to comply with this subsection of Section Five of this Agreement.

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the Municipality or its insurers from relying upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, the Municipality or its insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

- D. Municipality shall require all vehicles transporting Solid Waste delivered pursuant to this Agreement to transport such wastes in enclosed trucks, trailers, or vehicles, or shall cover the Solid Waste with a secure tarpaulin. Municipality shall not permit or fail to adequately prevent any Solid Waste material from falling out or off of, or blowing out or off of, any vehicle transporting Solid Waste for Municipality.

- E. Municipality will ensure that all third-party contracts negotiated for the collection and hauling of municipally collected recyclables under control of the Municipality require delivery of all such material to Brown County.
- F. Municipality shall retain its RU status as defined by the WDNR. Municipality shall be required to insure it meets all obligations of this status and perform as required tasks such as enforcement, education, etc.
- G. Municipality agrees to take necessary steps to ensure high level quality for the recyclable material it collects and delivers to Brown County's facility. These steps may include, but are not limited to education, cart/bin inspections, rejecting material curbside, etc. Brown County reserves the right to reject poor quality loads at Municipality's expense.
- H. Municipality will limit the compaction of its recycling loads by using suitably designed collection routes and appropriately sized collection vehicles that limit compaction to no more than 600 lbs/cy. Municipality is responsible for providing all necessary collection carts, bins and vehicles in order to properly manage its recycling collection program.

6. TIPPING FEES – Tipping Fees for Solid Waste and Recycling will be set separately as follows:

- A. **SOLID WASTE TIPPING FEE** - The initial Preferred Rate and the Gate Rate of the Solid Waste Tipping Fees for this Agreement shall be identified in Attachment #1. The Solid Waste Tipping Fees (both Preferred Rate and Gate Rate) may be adjusted on January 1 of each year at Brown County's discretion. Except as noted in Attachment #2 Schedule for Utilization of the Rate Stabilization Fund, the Solid Waste Tipping Fees may annually increase by not more than the annual change from May to May of the Consumer Price Index, for all Urban Wage Earners and Clerical Workers (CPI-W). In addition to the CPI-W adjustment, the Solid Waste Tipping Fee may also be increased as a direct result of (i) a Federal or State mandated capital project; (ii) an increase in State imposed tipping fee surcharges; (iii) an act or event beyond the reasonable control of Brown County; (iv) an increase in fees associated with the Host Community Fees; or (v) an increase or decrease in tonnage at the Designated Drop-Off Location. In the event there is an unanticipated major capital construction project, Brown County has the ability to approach the Municipality for a Solid Waste Tipping Fee increase.
- B. **RECYCLING TIPPING FEE** - Brown County agrees to calculate a Recycling Tipping Fee each month based upon operating costs and current market conditions. If at any time the cost of processing materials exceeds revenue, a rate per ton may be assessed to the Municipality. Furthermore, if revenues exceed the operational cost Brown County may pay Municipality a rate per ton for collected materials.

7. OPERATING DAYS AND HOURS – Brown County agrees to receive Municipality’s material at the Designated Drop-Off Locations during regular operations:

Solid Waste Transfer Station

Regular Hours:

January 1st - March 31st

Mon. - Fri. 7:30 am - 4:00 pm

Sat. 7:30 am - noon

April 1st - December 31st

Mon. - Fri. 7:00 am – 4:00 pm

Sat. 7:00 am – 2:00 pm

South Landfill

Regular Hours:

Mon. - Fri. 7:30 am - 5:00 pm

Sat. 7:30 am – 12:30 pm

Recycling Transfer Station

Regular Hours:

Mon. - Fri. 7:30 am - 4:00 pm

Brown County reserves the right to alter the regular operating hours as deemed necessary by Brown County. Brown County will provide reasonable notification to Municipalities of any change in regular operating hours.

If a holiday occurs during a week, the Director agrees to provide a reasonable period of operating hours for the Designated Drop-Off Location to accommodate the holiday. Nothing in this section shall preclude the Director from closing the Designated Drop-Off Location during inclement weather, such as days with high winds or any day that makes the disposal of wastes under existing state law unacceptable to Brown County. The Parties agree that the Director may extend or limit the aforementioned hours at the Director’s sole discretion.

Municipality may, with at least twenty-four (24) hours’ notice, request the Director to extend normal operating hours. Municipality agrees to pay an hourly rate established by Brown County for extended hours.

8. PENALTIES –Municipality is obligated to deliver all Solid Waste and Recyclable Materials to Brown County, as provided in Section 5. In the event that Municipality diverts Solid Waste for treatment or disposal to a facility owned or operated by a person other than Brown County, a penalty shall be assessed to offset the losses incurred by Brown County. The total penalty shall be calculated based on the amount of tonnage diverted in a year, multiplied by the Preferred Rate. The penalty will be assessed at the end of each Agreement year and shall be promptly paid by Municipality. Penalties shall not be assessed for the reduction of Solid Waste delivery due to Solid Waste Reduction Measures.

9. FORCE MAJEURE – Should Brown County or Municipality be delayed or prevented in whole or in part from performing any obligation or condition hereunder by reason of or as a result of any Force Majeure, Brown County or Municipality shall be excused from performing such obligations or conditions while Brown County or Municipality is so delayed or prevented

and for ten (10) days thereafter. The Director shall use best efforts to arrange for Municipality's Solid Waste to be accepted for disposal at another landfill or Recyclable Materials at another Material Recovery Facility during any Force Majeure event that prevents normal operations at the Designated Drop-Off Locations.

10. ASSIGNMENT – The Parties shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or notation, without the prior written consent of the Director.

11. DEFAULT – Should either party breach any provision of this Agreement, the other party may pursue the legal and equitable remedies available to it for the breach of this Agreement. The breaching party must cure the breach within ten (10) working days of its actual notice of breach or this Agreement may be terminated by the other party upon thirty (30) days written notice of the failure to cure the breach.

12. NOTICE – A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

Brown County Port & Resource Recovery Department
2561 South Broadway
Green Bay, WI 54304

13. DAMAGES –Municipality shall pay Brown County for any damages, fees, expenses, costs, penalties, fines, whatsoever incurred by Brown County as a result of Municipality's delivery of materials which fail to meet the standards identified in the Plan of Operation or Exhibit A of this Agreement, as may be amended from time to time as provided for in Section 4 hereof. The Municipality shall also pay Brown County the penalties, if any, called for by Section 8 hereof, and such penalties shall be in addition to and not in lieu of other damages.

14. TERMINATION

- A. This Agreement is null and void if Brown County determines not to renew the BOW Agreement for consecutive 25-year terms, or if the Brown County South Landfill reaches capacity.
- B. Municipality may terminate this agreement upon ninety (90) day written notice if Brown County raises Solid Waste Tipping Fees beyond the allowable CPI-W adjustment for reasons not contemplated in Paragraph 6 of this Agreement.

15. SEVERABILITY – If any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect the legality or enforceability of any other provision of this Agreement.

16. APPLICABLE LAW – The civil and regulatory laws, ordinances and regulations of Brown County and other municipalities in Brown County, which currently apply and are in force and

effect or may in the future be adopted, with respect to the subject matter of this Agreement, and matters which are necessarily related, shall continue in force and effect and be enforced in the usual manner in municipal courts and state circuit courts, with regard to enforcement or interpretation of this Agreement. This provision shall continue for the term of this Agreement.

Any future Brown County ordinances that affect the Solid Waste Management System, and any future civil and regulatory laws, ordinances and regulations of other municipalities in Brown County, may result in an addendum to this Agreement.

This Agreement shall be interpreted and applied pursuant to the laws of the State of Wisconsin, and any legal dispute arising hereunder shall be venued in Brown County Circuit Court.

17. HOLD HARMLESS – Brown County agrees to defend, indemnify, save and hold harmless Municipality, its elected and appointed officials, officers, employees and agents, representatives and volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of natured in any manner directly caused, occasioned, or contributed to in whole or in part or claimed to be causes, occasioned or contributed to in whole or in part, arising or claimed to arise from implementation and operation of this Agreement when such liability, damage, loss, claim, demand, or action is based upon any illegal solid waste flow control or any allegation of Federal or State Anti-Trust or Commerce clause violations. The obligation to indemnify, defend and hold harmless the Municipality, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent that liability results from the negligence or intentional actions or inactions of the Municipality, its elected and appointed officials, officers, employees, agents, representatives and volunteers. It is the intent of this clause that Brown County will defend or pay the defense expenses of Municipality and reimburse Municipality for cost incurred, including damages, fines, fees, judgments, forfeitures, and any other cost imposed by virtue of claims made or litigation commenced against Municipality when such claim or litigation is based upon the above. Nothing in this Section 17 is intended to waive or affect any other right, title, interest, defense or claim to other legal or equitable relief of the Parties, all such rights, claims and defenses being expressly reserved, including the right to seek contribution under the federal Comprehensive Environmental Response, Compensation, and Liability Act and counterpart state law. This indemnity provision shall survive the termination or expiration of this Agreement

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

Municipality of

Brown County Port & Resource Recovery
Director

(Municipal Official)

(Title)

Attachment #1

This Attachment #1 is incorporated into and made a part of the Agreement by this reference.

The Solid Waste Preferred Rate tipping fee for 2022 is \$47.82/ton; the Solid Waste Gate Rate is \$53.00/ton. The Recycling Tipping Fee is set each month based on market conditions. Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Agreement.

Attachment #2

This Attachment #2 is incorporated into and made a part of the Agreement by this reference.

The Brown County Rate Stabilization Fund was established in the 2013 Budget in an effort to reduce the occurrence of major tipping fee increases in any one budget year. The Fund will be used to mitigate the expected \$8/ton increase in tipping fees for municipal customers due to the openings of the Brown County South Landfill in 2022 and the Outagamie County Northwest Landfill in 2024 to allow for an incremental increase in the municipal Preferred Contract Rate. The initial cost increase is estimated at \$8.00/ton not including CPI in the first five years. Brown County will use its Rate Stabilization Fund to incrementally increase the Preferred Rate by \$1.50 per ton each year not including CPI increases. After Year 2, the County will reevaluate costs and adjust the Rate Stabilization Funds usage to recognize actual costs and discuss with the customer any tipping fee increase necessary beyond CPI. The targeted amount of the fund was \$1 million. At the time of this Agreement, Brown County had a fund balance of \$1.1 million in the account.

Schedule for Utilization of the Rate Stabilization Fund

5-year TIP Fee Increase	2021	2022	2023	2024	2025	2026	Total
Estimated Annual Tonnage	85,000	85,000	85,000	85,000	85,000	85,000	
Stabilized Annual Tip Fee Increase	\$ -	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 7.50
Annual CPI Increase	\$ 0.23	\$ 2.48	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 4.48
Total Annual Tip Fee Increase	\$ 0.23	\$ 3.98	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 11.98
Annual Tip Fee w/Rate Stabilization (Estimate)	\$ 43.84	\$ 47.82	\$ 49.82	\$ 51.82	\$ 53.82	\$ 55.82	
Annual Tip Fee w/o Rate Stabilization (Estimate)	\$ 43.84	\$ 51.82	\$ 52.32	\$ 55.32	\$ 55.82	\$ 56.32	
Stabilization Rate		\$ 4.00	\$ 2.50	\$ 3.50	\$ 2.00	\$ 0.50	
Rate Stabilization Fund Usage		\$ 340,000	\$ 212,500	\$ 297,500	\$ 170,000	\$ 42,500	\$ 1,062,500

Exhibit A

Acceptable Solid Waste – Solid Waste Transfer Station and/or Landfill

1. Residential waste, refuse and garbage. (Transfer Station and/or Landfill)
2. Large items, except those identified in Exhibit B (Transfer Station and/or Landfill)
3. Commercial Waste (Transfer Station and/or Landfill)
4. Industrial Waste, except those listed in Exhibit B (Transfer Station and/or Landfill)
5. Construction and Demolition Waste (Transfer Station and/or Landfill)
6. Special Waste as approved by Brown County (Landfill)

Exhibit B

Unacceptable Solid Waste

1. Liquid waste
2. All industrial process waste unless approved in advance by the Director in writing
3. Hazardous waste (toxic, corrosive, reactive, or flammable)
4. Automobile hulks
5. Septic tank waste
6. Yard waste
7. Asbestos, unless approved in advance by the Director in writing
8. Incinerator residue, unless approved in advance by the Director in writing
9. Contaminated soil, unless approved in advance by the Director in writing
10. Gasoline, Diesel or other fuel tanks unless approved in advance by the Director in writing
11. Radioactive, biological or infectious waste

Exhibit C

Solid waste accepted at Transfer Station or Landfill for recycling

1. Household appliances
2. Vehicle batteries
3. Vehicle tires
4. Scrap metal

Exhibit D

Acceptable Recyclable Material – Recycling Transfer Station

1. Aluminum Cans and Bottles
2. Steel and Bi-Metal Cans
3. Metal Lids and Caps
4. Empty Aerosol Cans, not Containing a Pesticide
5. All Plastic Household Bottles, Jugs and Containers
6. Green Glass Containers
7. Brown Glass Containers
8. Clear (Flint) Glass Containers
9. Newspapers (ONP) and Inserts
10. Phone Books, Catalogs and Magazines
11. Books, both Hardcover and Softcover
12. Paperboard (Cereal, Cracker, Soda Boxes, etc.)
13. Dairy and Frozen Food Boxes
14. Mixed Office and Writing Paper
15. Corrugated Cardboard (OCC)
16. Junk Mail and Envelopes
17. Brown Paper Bags
18. Shredded Paper
19. Aseptic Cartons and Gable Topped Cartons
20. Other Recyclable Commodities as Agreed in Writing

Exhibit E

Additional Recycling Quality Requirements

In addition to the standards set forth above, Recyclable Materials must be of such quality and nature as not to:

1. Be delivered in plastic bags (minimal amounts of plastic bags are acceptable, however, Supplier will continually educate their customers not to use plastic bags), or
2. Be overly compacted (average density computed for all semi-trailer loads delivered in a specific calendar month may be up to 300 pounds/cubic yard, with no individual load being more dense than 600 pounds/cubic yard); or
3. Materially impair the strength or the durability of the MRF structures or equipment; or
4. Create flammable or explosive conditions in the MRF; or
5. Contain material that is on fire, smoldering, or potentially flammable; or
6. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of the MRF, its personnel or the public; or
7. Include any hazardous or toxic substances as defined by applicable federal or state regulations, or any medical waste.

Exhibit F

2022 BROWN COUNTY PORT & RESOURCE RECOVERY RATES & FEES

WASTE DISPOSAL & RESOURCE RECOVERY					
				FEE	UNIT
Regular Refuse - Brown County Waste Transfer Station and South Landfill					
Preferred Contract Rate Tipping Fee				\$47.83	Per Ton
Contract Rate Tipping Fee				\$50.65	Per Ton
Gate Rate Tipping Fee				\$53.00	Per Ton
Minimum Fee				\$24.00	Each Load
Waste Tires				\$325.00	Per Ton
Asbestos				*	Per Ton
Concrete (Landfill Only)				*	Per Ton
Stumps and Wood Waste (Landfill Only)				*	Per Ton
Shingles - Clean				\$18.00	Per Ton
Large Appliances (Containing Freon)				\$15.00	Per Unit
Large Appliances (Non-Freon Containing) & Microwaves				\$5.00	Per Unit
Lead Acid Batteries				\$1.00	Per Unit
Early/Late Delivery - Solid Waste Transfer Station				\$200.00	Per Hour
Truck Scale Only				\$10.00	Per Transaction
Safety Vests				\$5.00	Each
Recycling - Brown County Recycling Transfer Station					
Recycling Tipping Fee				Market Rate	Per Ton
Glass Recycling Fee				Mkt Rate + \$25.00	Per Ton
Early/Late Delivery - Recycling Transfer Station				\$200.00	Per Hour
Refused Material at Recycling Transfer Station				\$55.00	Per Incident
Truck Scale only				\$10.00	Per Transaction
Safety Vests				\$5.00	Each
Hazardous Waste - Brown County Hazardous Material Recovery Facility					
Out-of-County Household Hazardous Waste Disposal				**	Per Pound
Very Small Quantity Business Hazardous Waste Disposal				**	Per Pound
Extinguishers, Waste Oil, Antifreeze, Household Batteries, Bulbs, Lamps				\$0.30	Per Pound
Fire Extinguishers				\$5.00	Each
Propane Cylinders (1 lb)				\$1.00	Each
*See w w w .Brow nCountyRecycling.org for further information, terms and definitions.					
**Call Port & Resource Recovery office at (920) 492-4950 for information and specific rates.					
PORT OF GREEN BAY					
				FEE	UNIT
Bay Port Dredged Material Rehandling Disposal Facility					
Out-Of-County Dredged Sediment				\$19.61	Per Cu Yd
Private Dredged Sediment				\$17.61	Per Cu Yd
Commercial Terminal Operator Dredged Sediment				\$15.61	Per Cu Yd
U.S. Army Corps of Engineers				\$13.61	Per Cu Yd
Harbor Tonnage Assessment					
Over 400,000 Tons				\$0.030	Per Metric Ton
300,000-399,999 Tons				\$0.035	Per Metric Ton
200,000-299,999 Tons				\$0.040	Per Metric Ton
100,000-199,999 Tons				\$0.045	Per Metric Ton
99,999 Tons and Under				\$0.065	Per Metric Ton
Project Cargo				\$1.50	Per Ton
Special Projects				\$375.00	Each
Active Minimum				\$1,550.00	Per Year
Inactive Minimum				\$600.00	Per Year



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # M.4

To approve the Pipeline Access and Abandonment Agreement with Westshore Pipeline Company, and to authorize the Mayor and City Clerk to sign the agreement on request by the Department of Public Works.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. West Shore Pipeline Abandonment-CITYREVISED-03.30.21_Final 10.19.21

PIPELINE ACCESS AND
ABANDONMENT AGREEMENT

Document Number

Recording Area

Name and Return Address
Nicholas W. Kitzman
Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, WI 53202

See Exhibit A

Parcel Identification Number (PIN)

This instrument was drafted by and after recording should be returned to Nicholas Kitzman , Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Telephone: (414) 297-5134.

PIPELINE ACCESS AND ABANDONMENT AGREEMENT

Pipeline Access and Abandonment Agreement dated as of [_____], 2021, between the CITY OF GREEN BAY, a Wisconsin Municipal corporation, "Landowner", and WEST SHORE PIPE LINE COMPANY, a Delaware corporation ("West Shore").

Background:

A. Landowner owns land and improvements located at _____ in Green Bay, Wisconsin, more particularly described in attached Exhibit A ("Property").

B. West Shore owns a 10 ¾-inch diameter steel underground pipeline and related facilities ("Pipeline") running across and in the vicinity of the Property.

C. Landowner desires to give West Shore access to the Property to decommission the Pipeline, including but not limited to the removal test stations and pipe vents, cutting open and injecting grout into the pipe (that is, filling it with a specially formulated cement to prevent subsidence), sealing the ends of the pipe (the "Work"), and abandoning the Pipeline in place.

Based on the foregoing and the below mutual promises, the parties agree:

1. **Access.** Landowner gives to West Shore and its contractor's access to the Property to perform the Work.

2. **Performance.** All Work will be performed at West Shore's expense in a good and workmanlike manner, consistent with industry standards and in compliance with applicable laws, ordinances, rules and regulations ("Laws"). West Shore and its contractors will take reasonable measures to avoid materially interfering with Landowner's activities. Upon completion of the Work, West Shore will promptly repair any damage to the Property related to or caused by the Work and or West Shore's activities.

3. **Abandonment.** Upon completion of the Work, the Pipeline remaining on the Property will be deemed abandoned in place and become of the Property, and West Shore will have no further title or obligation for it, except as stated in Paragraph 4 below.

4. **Indemnification.** West Shore hereby agrees to indemnify, defend and hold harmless the Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of West Shore or of anyone acting under its direction or control or on its behalf, including contractors and or subcontractors, even if liability is also sought to be imposed on Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence or willful misconduct of the Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

West Shore shall reimburse the Landowner, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that West Shore employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be West Shore's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement

5. Warranties. Landowner represents and warrants that it owns the Property and has authority to give access to the Property. Each party represents and warrants that the person or entity signing this Agreement on behalf of such party is duly authorized to execute and deliver this Agreement and to legally bind the party on whose behalf this Agreement is signed

6. Controlling Law. This agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

7. No Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

8. Severability. If any provision of this agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. No Agency. Nothing in this Agreement is intended nor may be construed to create between Landowner and West Shore either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either party shall be deemed to be an agent, employee or representative of the other party. Neither party shall have the authority to act for or on behalf of the other party to bind the other party without the express written approval of the other party.

10. Insurance. West Shore shall present to the Landowner a Certificate of Insurance with coverage and minimum policy limits as set forth herein. It is hereby agreed and understood that the insurance required of West Shore by the Landowner is primary coverage and that any insurance or self-insurance maintained by the Landowner, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until all of the work contemplated under the Agreement is completed.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (a) \$1,000,000 each occurrence limit
- (b) \$1,000,000 personal injury and advertising injury
- (c) \$1,000,000 general aggregate
- (d) \$1,000,000 products - completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (a) Premises and Operations Liability

- (b) Blanket Contractual Liability including coverage for the joint negligence of the City, its officers, council members, agents, employees, authorized volunteers and the named insured
- (c) Personal Injury
- (d) Explosion, collapse and underground coverage
- (e) Products/Completed Operations
- (f) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

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

4. CONTRACTOR POLLUTION LIABILITY (Occurrence Basis)

- A. Limit of Liability: \$1,000,000.
- B. Form must include coverage for natural resources damage
- C. Minimum must include waiver of subrogation endorsement in favor of the Landowner
- D. Coverage must include transportation and loading and unloading.

4. ADDITIONAL PROVISIONS

- * Additional Insured – On all Liability Policies, Landowner, and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”
- * Endorsement - The Additional Insured and Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
- * Waiver of Subrogation – Waivers of subrogation in favor of the Landowner must be endorsed onto Worker’s Compensation, Commercial General Liability and Automobile Liability Coverages and Pollution Liability Coverages. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the Landowner, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work or activities performed by the named insured as contemplated the terms of this Agreement.
- * Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the Risk Management.
- * Acceptability of Insurers - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The Landowner reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.
- * Written Notice of Cancellation or Non-Renewal shall be sent to the Landowner no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

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

7. Counterparts: Recording. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which when taken together will be deemed to constitute the Agreement. West Shore may record this Agreement in the Brown County register of deeds office.
8. Entire Agreement. This Agreement contains the complete understanding and agreement of Landowner and West Shore with respect to all matters in this Agreement, and all prior discussions or understandings are superseded by this Agreement. This Agreement will inure to the benefit of, and be binding upon, Landowner and West Shore, and their respective successors and assigns, and will be covenants running with the land.

[Signatures Begin on the Following Page.]

4824-1076-6294.3

Signed and delivered by the parties as of the date above.

CITY OF GREEN BAY

By: _____

Eric Genrich – Mayor

By: _____

Celestine Jeffreys - Clerk

STATE OF WISCONSIN)
)SS
BROWN COUNTY)

Personally came before me this _ day of _ _ _ _ , 2021, the above
named _ _ _ _ _ , to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

(Signature)

(Printed Name)

Notary Public, _ _ _ County, _____
My commission expires: . _ _ _ _ _

[Signatures Continue on Following Page]

WEST SHORE PIPE LINE COMPANY,
a Delaware corporation

By: _ _ _ _ _
[NAME/TITLE]

STATE OF _ _ _ _)
)SS
COUNTY OF _ _ _)

Personally came before me **this**__ day of _____, 2021, the above
named _ _ _ _ _ , to me known to be the _____ of WEST
SHORE PIPE LINE COMPANY, a Delaware corporation, and to me known to be the person
who executed the foregoing instrument and acknowledged the same.

(Signature)

(Printed Name)

Notary Public, _____ County, _____

My commission expires: _____

EXHIBIT

Legal Description of the Property

SERT LEGAL DESCRIPTION FROM TITLE REPORT]



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # M.5

To approve the request by Department of Public Works on proposed 2021-2022 winter contractor rates report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-22 winter contractor rate proposal

City of Green Bay-DPW 2021/22 Winter Contractor Rate Proposal

DPW-Operations Division conducted research regarding rates for winter contractor snow plowing assistance. DPW has attempted to maintain competitive rates for this service due to decreasing contractor interest over the past decade. Contractor interest has decreased due to better snow clearing rates offered by other entities and organizations.

The proposed winter 2021/22 contractor rates are based on 1) WisDOT Bureau of Highway Maintenance Manual Section 02-25-50 data, titled “Classified Equipment Rates” and 2) City of Green Bay-DPW equipment and labor rates. Proposed winter contractor equipment rates are a total of equipment usage hourly rate plus a cost per hour for the operator. Values are rounded to the nearest half-dollar using mathematical rounding rules. Following is a summary of the proposed contractor rate for the winter of 2021/22:

<u>Contractor Item</u>	<u>2019/20 Rate</u>	<u>Current State Rate</u>	<u>Current City Rate</u>	<u>Proposed 2021/22 Rate</u>
Grader or Loader with Wing & Operator	\$110.50	\$118.49	\$121.61	\$115.50
Small Loader & Operator (< 3 C.Y.)	\$84.50	\$71.74	\$58.92	\$85.50
Large Loader & Operator (> or = 3 C.Y.)	\$95.00	\$85.73	\$89.17	\$97.00
Hourly Rate for Meetings	\$22.00	- - -	\$23.96	\$24.00

The reader will note that the 2019/20 contractor rates for graders and meeting attendance are lower than current City and State rates. To encourage higher interest in grader usage and to increase contractor attendance at ‘mandatory’ meetings, DPW proposes to increase those two rates as shown in the table above.

Usage rates for rubber-tired loaders has dropped over the past several years due to increased availability and production rates of similar smaller equipment like skid steer and Tool Cat units. However DPW recognizes the benefit of larger loader units for roadway snow clearing; a larger bucket or plow clears pavement in less time. So although current research doesn’t justify an increase in loader rates, DPW recommends that the small and large loader rates be increased \$1.00 and \$2.00 respectively.



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # M.6

To hold until the November 24, 2021 Improvement and Services Committee meeting the proposed 2022 Parking Division rate structure.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022 parking rate report

To: Improvements and Services Committee

From: Christopher J. Pirlot, PE
Parking Manager/Operations Director

Date: October 13, 2021

Re: Proposed 2022 Parking Division Rates and Fees

INTRODUCTION

Per City of Green Bay policy, DPW-Parking System Division (a.k.a. – Parking Division) must generate its own revenue to cover operating expenses and facility maintenance. In addition, Parking Division must pay the City for the cost of 1) outstanding parking ramp construction and maintenance bonds, 2) Finance Department support, and 3) I/T Department Support. *City property tax revenue contributes zero/no funding to support Parking Division's operating budget.*

Due to Parking Division's self-funded nature, annual revenue must balance operating expenses. Operating expenses are kept as low as practical to maintain financial stability, while providing reasonable pricing to parking patrons. However when operating costs increase, parking rates and fees must increase to balance the budget. Proposals for rate/fee changes are based on 1) economic trends, 2) parking industry trends, 3) operating expenses, and 4) necessary Parking Division programs. These factors are compared against revenue, and adjusted accordingly to balance the budget. The intent of this report is to document the recommended 2022 Parking Division rate and fee structure.

HISTORY AND DISCUSSION

Monthly parking ramp/lot rental rates – Rental parking patrons contribute the largest number of parked vehicles to the City's parking system, and constitute the largest percentage of parking revenue. Because of this, Parking Division is sensitive to parking patron concerns and adjusts rates as gently as possible to maintain a financially solvent parking system. Parking ramp/lot rental rates were last increased for 2021. Parking Division proposes to increase rental rates 3% for 2022. This increase is higher than recent past rate increases. Unfortunately COVID-19 pandemic forced most downtown businesses to institute work-from-home policies, which severely impacted Parking Division revenue. Parking occupancy in lots and ramps reduced to 30% of normal levels and currently remains near 50%. In order to maintain financial solvency, Parking Division must increase rates more.

Per past practice, rates are increased by the prescribed percentage, then adjusted up to the nearest dime. Advertised parking rental rates do not include sales tax. Sales tax is added on invoices where prescribed by State Statute. A history of ramp/lot rental rate increased is included in Table 1.

Hourly parking fees – Parking ramp and parking meter hourly rates vary from city to city depending on size of the parking program, strength of business district, local economy, and political environment in each community. The City of Green Bay parking ramp hourly rate was increased to \$0.85 per hour for 2019, and the standard parking meter rate was increased to \$0.90 per hour for 2020.

Parking industry standard is for on-street parking rates to be set higher than off-street parking rates to encourage longer-term parkers to park off-street. With parking patronage down significantly, Parking Division proposes to increase the parking meter rate to \$0.95 per hour for 2022. The hourly parking ramp rate will remain at \$0.85 per hour, to encourage longer-term parking patrons to park in a ramp instead of on-street.

In addition to the parking meter rate increase, the metered hourly parking rate in River Ramp and Adams Street Lot will increase from \$1.00 to \$1.10 per hour. These are high-demand parking facilities that fill to capacity regularly. Higher rates at these locations will encourage longer-term parking patrons to park at another location. A history of hourly parking fees is included in Table 2.

Parking citation rates – Parking citation rates vary from city to city depending on size of the parking program, strength of business district, political environment, and local economy. Green Bay's citation rates typically increase due with regional Parking Division trends; and indicators that identify local parking patrons are getting too comfortable with citation rates. If parking patrons get comfortable paying a certain citation fee, then the rate structure is not effective. All parking citation rates and late fees were last increased for 2020. Parking Division proposes no change in parking citation rates or associated late fees for 2022. A history of parking citation rates is included in Table 3.

CONCLUSIONS AND RECOMMENDATIONS

Based on 2022 operating expense needs and Parking Division's goal to avoid use of property tax revenue, it is recommended that the following parking rate/fee structure be adopted effective January 1, 2021:

1. Increase all parking rental rates 3.00%, rounded up to the nearest dime
2. Increase the parking meter rate from \$0.90 per hour to \$0.95 per hour
3. Increase the Adams Street Lot and River Ramp hourly parking rate from \$1.00 per hour to \$1.10 per hour
4. Maintain the parking ramp hourly parking rate at \$0.85/hour
5. Maintain current parking citation rates:
 - a. Overtime parking – \$22
 - b. No parking/overnight on-street parking – \$32
 - c. No stopping/standing/hydrant/fire lane – \$42
 - d. 1 week late fee – add \$12 on top of citation face value
 - e. 1 month late fee – add \$22 on top of citation face value and 1 week late fee

It is critical to note that parking rate changes proposed above were used to develop the 2022 Parking Division revenue and operating budgets. Again, due to the self-funded nature of Parking Division operations and inter-dependent structure of operating and revenue budgets, changes to the Parking Division revenue budget directly affect the operating budget. So if parking rates are approved differently from those proposed above, staff must modify the 2022 Parking Division budget so it does not exceed anticipated revenues.

Table 1
Parking Rental Rate Increase History

<u>Year</u>	<u>Rental Rate Increase (over previous year)</u>
2002	4% rate increase
2003	4% rate increase
2004	4% rate increase
2005	4% rate increase
2006	No rate increase; AND volume discount rental rate structure introduced
2007	3% rate increase
2008	3% rate increase
2009	3% rate increase
2010	No rate increase
2011	No rate increase
2012	2% rate increase
2013	No rate increase
2014	No rate increase
2015	2% rate increase
2016	2% rate increase
2017	2% rate increase
2018	No rate increase
2019	2% rate increase
2020	2% rate increase
2021	2% rate increase
2022	3% rate increase

Table 2
Hourly Parking Rate History

<u>Year</u>	<u>Ramp Hourly rate</u>	<u>Adams Street Lot/River Ramp</u>	<u>Parking Meters</u>
1972 (January 1)	\$0.10 per hour	N/A	\$0.10 per hour
1977 (January 1)	\$0.25 per hour	N/A	No change
1982 (June 28)	No change	\$0.20 per hour	\$0.20 per hour
1986 (December 1)	No change	\$0.20/hour (1-4 hrs); \$0.40/hr beyond 4	No change
1990 (July 1)	\$0.30 per hour	No change	\$0.25 per hour
1991 (January 1)	No change	No change	\$0.30 per hour
1994 (July 1)	\$0.35 per hour	\$0.35/hour (1-4 hrs); \$0.55/hr beyond 4	\$0.35 per hour
1996 (July 1)	\$0.40 per hour	\$0.40/hour (1-4 hrs); \$0.60/hr beyond 4	\$0.40 per hour
2001 (November 19) Green Bay Gold Program begins	\$0.50 per hour (first hour free)	\$0.50/hour (1-4 hrs); \$0.70/hr beyond 4	\$0.50 per hour
2004 (January 1)	No change	No change	\$0.55 per hour
2006 (January 1)	No change	\$0.70 per hour	No change
2008 (January 1)	\$0.55 per hour (first hour free)	\$0.75 per hour	\$0.60 per hour
2015 (January 1)	\$0.75 per hour	\$1.00 per hour (Adams)	\$0.75 per hour
2016 (River Ramp)	No change	\$1.00 per hour (River)	No change
2018 (January 1)	No change	No change	\$0.85 per hour
2019 (January 1)	\$0.85 per hour & change first hour N/C to first 15- minutes N/C	No change	No change
2020 (January 1)	No change	No change	\$0.90 per hour
2021 (January 1)	No change	No change	No change
2022 (January 1)	No change	\$1.10 per hour (Adams)	\$0.95 per hour

Table 3 Parking Citation Rate History

Citation Rate Change History							
<u>Year</u>	<u>Overtime Parking</u>	<u>No Parking</u>	<u>No Stopping / Standing</u>	<u>Truck off Truck Route</u>	<u>Disabled</u>	<u>1 week late</u>	<u>1 month late</u>
2000	\$4	\$10	\$20	\$50	\$50	Add \$4	add \$7
2001	\$8	\$15	\$25	No change	\$75	No change	No change
2002	No change	No change	No change	No change	No change	No change	No change
2003	No change	No change	No change	No change	No change	No change	No change
2004	No change	\$20	\$30	\$60	\$100	Add \$5	add \$10
2005	No change	No change	No change	No change	No change	No change	No change
2006	No change	No change	No change	No change	No change	No change	No change
2007	No change	No change	No change	No change	No change	No change	No change
2008	No change	No change	No change	No change	No change	No change	No change
2009	\$10	No change	No change	No change	No change	No change	No change
2010	No change	No change	No change	No change	No change	No change	No change
2011	No change	No change	No change	No change	No change	No change	No change
2012	No change	No change	No change	No change	No change	No change	No change
2013	No change	No change	No change	No change	No change	No change	No change
2014	No change	No change	No change	No change	No change	No change	No change
2015	\$15	\$25	\$35	No change	No change	No change	No change
2016	No change	No change	No change	\$100	No change	No change	No change
2017	No change	No change	No change	No change	\$150	Add \$7	Add \$15
2018	No change	No change	No change	No change	No change	No change	No change
2019	No change	No change	No change	No change	No change	No change	No change
2020	\$22 **	\$32 **	\$42 **	\$102 **	\$302 **	Add \$12	Add \$22
2021	No change	No change	No change	No change	No change	No change	No change
2022	No change	No change	No change	No change	No change	No change	No change

**** NOTE** – Starting in 2020, parking citation rates include a \$2 processing fee (per citation) that is paid to the Parking Division citation management software provider. The system is internet cloud-based, and operates in real-time.



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # M.7

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

A. Granting of Licenses

I. Sidewalk Builder

a. Rabine America Maintenance, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # N.1

To receive and place on file a request by Ald. Lefebvre to look at varying aspects of Green Bay's license alcohol establishments with a discussion on a moratorium, previously discussed at the February Protection & Policy Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. What types of alcohol beverage licenses are there
2. olde main moratorium 10-23-07
3. Broadway Moratoruim 9-16-97
4. Downtown Moratorium 2-16-98
5. MORATORIUM-FORTHOWARD 3-15-05
6. LiquorLicense
7. Issued Licenses 10.21.2021
8. Liquor License Report

What types of alcohol beverage licenses are there?

- Class "A" fermented malt beverage licenses allow retail sale of fermented malt beverages (beer) for consumption off the premises. Examples: grocery or convenience stores. (Sec. 125.25, Wis. Stats.)
- "Class A" liquor licenses allow retail sale of intoxicating liquor (including wine) for consumption off the premises. Examples: liquor stores or grocery stores with full liquor sales sections. (Sec. 125.51(2), Wis. Stats.)
- "Class A" (cider only) licenses allow retail sale of cider (any alcohol beverage made from the fermentation of the juice of apples or pears and that contains not less than 0.5% alcohol by volume and not more than 7% alcohol by volume) for consumption off the premises. Class "A" licensees applying for a "Class A" (cider only) license shall be issued the "Class A" (cider only) license. The municipality may not charge an initial issuance fee or annual fee for the "Class A" (cider only) license, but may charge a fee for newspaper publication of the alcohol beverage license application. (Sec. 125.51(2)(e), Wis. Stats.)
- Class "B" fermented malt beverage licenses allow retail sale of fermented malt beverages (beer) for consumption on or off the premises. Examples: restaurants, "beer bars." (Sec. 125.26, Wis. Stats.)
- "Class B" liquor licenses allow retail sale of intoxicating liquor (including wine) for consumption on the premises, and wine in original sealed containers for consumption off the premises. If the municipality elects to, it may also permit sale of intoxicating liquor in any quantity, in the original sealed container, for consumption off the premises. Check local ordinances for the allowance. State law also allows carryout of a single, opened (resealed) bottle of wine if sold with a meal at either a "Class B" or "Class C" licensed premises. Examples: taverns and restaurants with alcohol beverage service. (Secs. 125.51(3), 125.51(3r), Wis. Stats.)
- "Class C" wine licenses allow the sale of wine for consumption only on the premises and allow the carryout of a single opened (resealed) bottle if sold with a meal. Sale of additional bottles of wine for consumption off the premises is not allowed. (Sec. 125.51(3m), Wis. Stats.)

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

October 23, 2007

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

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

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

3. Exceptions.

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

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

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

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

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

4. Prohibition Not to Apply to Restaurants.

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

Adopted 10/23/07

Approved 10/24/07

Mayor

Clerk

bc

Attachment - Map



Old Main Street Business Improvement District



BID Boundary



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

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA

Green Bay, Wisconsin
September 16, 1997

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

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

WHEREAS, there are currently 34 establishments which hold a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License. The names and addresses of said establishments are:

Lenny's Tap	431 North Broadway
333 Bar	333 North Broadway
Blazing Saddles	331 North Broadway
The Cannery	319 North Broadway
King's X	313 North Broadway
Titletown Brewing	200 Dousman Street
Carol's Ritz Lounge	119 Dousman Street
Nom's Thai Orchid	240 North Broadway
Central Bar	231 North Broadway
Broadway Cafe	128 North Broadway
Rev's Brass Rail	109 North Broadway
West Pitcher Show	100 South Broadway
Maria's Mexican Family Restaurant	106 South Broadway
Ginny's Heart of Broadway	112 South Broadway
Connie's	128 South Broadway
Country Club Bar & Grill	201 South Broadway
Kar's Place	226 South Broadway
Alamo	301 South Broadway
Nepalese Lounge	515 South Broadway
Blue Side	709 South Broadway
Shnicker's	813 South Broadway
Bourbon Street	821 South Broadway
Sass	840 South Broadway
The Lion's Den	1100 South Broadway
Carol's 9 th Street Tap	316 Ninth Street
The Camelot	1301 South Broadway
Manci's Tuxedo Lounge	1313 South Broadway
Good Times	1332 South Broadway
The Packer Stadium Lounge	1342 South Broadway
Terminal Bar	1423 South Broadway

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 2

Hammer Inn
Thirsty's
Loch's Bar
Cropsey's Bar

1208 State Street
1234 State Street
1238 State Street
1336 State Street

WHEREAS, pursuant to the powers reserved under Ch. 125, Wis. Stats., the Common Council wishes to decrease the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses issued to establishments in the Broadway area; and

WHEREAS, it is the intent of this resolution to allow the present Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses to maintain and renew their establishments in accordance with Ch. 125, Wis. Stats.; and

WHEREAS, it is the intent of this Resolution to effectuate a decrease in the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor licensed establishments in the limitation area whenever an establishment goes out of business and does not renew its license;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Limitation Area. The area to which the terms and conditions of this section apply is that area on Broadway or business fronting either side of Broadway and those areas east of Broadway to the Fox River, within the city of Green Bay, Brown County, Wisconsin.
2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer of any existing Class "B" Fermented Malt Beverage or Class "B" Combination Liquor Licenses within the limitation area, except restaurants as defined in paragraph 4 hereof.
3. Exceptions.
 - a. This subsection shall not prohibit the renewal of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License for an existing premises in the limitation area.

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 3

- b. This subsection shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License for a previously licensed premises provided that such application is made within 60 days of any of the following:
 - i. Surrender by the prior licensee of the license issued for that premises; or
 - ii. Sale of the premises by the prior licensee; or
 - iii. Termination of the prior licensee's lease for the premises; or
 - iv. Revocation of the prior license, for cause.

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

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

4. Prohibition Not to Apply to Restaurants.

- a. This resolution shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License to the operator of a restaurant, where the principal business conducted is that of a restaurant, as defined in Ch. 125, Wis. Stats. If the premises are operated under a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License, the principal business conducted is presumed to be the sale of alcohol beverages, but the presumption may be rebutted by competent evidence.

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 4

- b. A restaurant licensee operating within the limitation area which fails to maintain a principal business of operating a restaurant at any time later than 60 days after the granting of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be in violation of this subsection and its Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be subject to revocation.
- c. "Principal business" means the primary activity as determined by analyzing the amount of capital, labor, time, attention and floor space devoted to each business activity, and by analyzing the sources of net income and gross income. The name, appearance and advertisement of the entity may also be taken into consideration in determining "principal business."

Adopted 9/14/97

Approved 9/17/97

13/ David H. August
Mayor

13/ David H. August
Clerk

LMS:bc

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

Green Bay, Wisconsin
February 16, 1998

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

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

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

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

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

WHEREAS, it is the intent of this resolution to allow present Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses to sell, maintain, renew or transfer their licenses within such area.

NOW, THEREFORE, BE IT RESOLVED:

1. Limitation Area. Any property within the following-described area:
 - a. North Boundary: The center line of Pine Street;
 - b. East Boundary: The center line of Monroe Avenue;
 - c. South Boundary. The center line of East Walnut Street.
 - d. West Boundary: The east shore of the Fox River.

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

Page 2

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

3. Exceptions.

- a. This subsection shall not prohibit the renewal of a Class "B" Fermented Malt Beverage or Class "B" Combination License for an existing premises in the limitation area.
- b. This subsection shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License for a previously licensed premises provided that such application is made within 60 days of any of the following:
 - i. Surrender by the prior licensee of the license issued for that premises; or
 - ii. Termination of the prior licensee's lease for the premises; or
 - iii. Revocation of the prior license, for cause.

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

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

19a

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

4. Prohibition Not to Apply to Restaurants.

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

Adopted _____

Approved _____

Mayor

Clerk

LMS:bc

196.

A CHARTER ORDINANCE
AMENDING SECTION 11 OF THE ORIGINAL
CONSOLIDATION OR ANNEXATION ORDINANCE
DATED MARCH 9 AND 11, 1895, BETWEEN
THE CITY OF FORT HOWARD AND
THE CITY OF GREEN BAY AND
THE SUBORDINANCE ADOPTED IN 1905

WHEREAS, in 1895 Section 11 of the original consolidation or annexation ordinance between the City of Fort Howard and the City of Green Bay prohibited "saloons" in the City of Fort Howard, except for a certain area from the Fox River to Broadway. The vote passed and, thereafter, the two cities consolidated into what is now known as the City of Green Bay. In 1905 the original ordinance was amended but retained the essential prohibition of no "saloons"; and

WHEREAS, on December 7, 2004, the Common Council voted unanimously to pose a referendum that would amend the liquor prohibition in the west side area (formerly the City of Fort Howard) as follows:

Shall that area west of Broadway, formerly known as the City of Fort Howard prior to its consolidation with the City of Green Bay, allow alcoholic beverage licenses for hotels and restaurants in Business Districts and Industrial Districts only?

and

WHEREAS, a referendum vote will be held on April 5, 2004, in that area formerly known as the City of Fort Howard.

NOW, THEREFORE, THE MAYOR AND THE COMMON COUNCIL OF THE CITY OF GREEN BAY DO ORDAIN AS FOLLOWS:

SECTION 1. Upon passage of the referendum, the original liquor prohibition area west of Broadway is amended to allow alcoholic beverage licenses for hotels and restaurants in Business Districts and Industrial Districts only.

SECTION 2. All other ordinances not in conformity with this ordinance are hereby repealed.

SECTION 3. This ordinance shall not take effect until 60 days after its passage and publication as provided by §66.0101(5), Wis. Stats.

Dated at Green Bay, Wisconsin, this 15th day of March, 2005.

APPROVED:

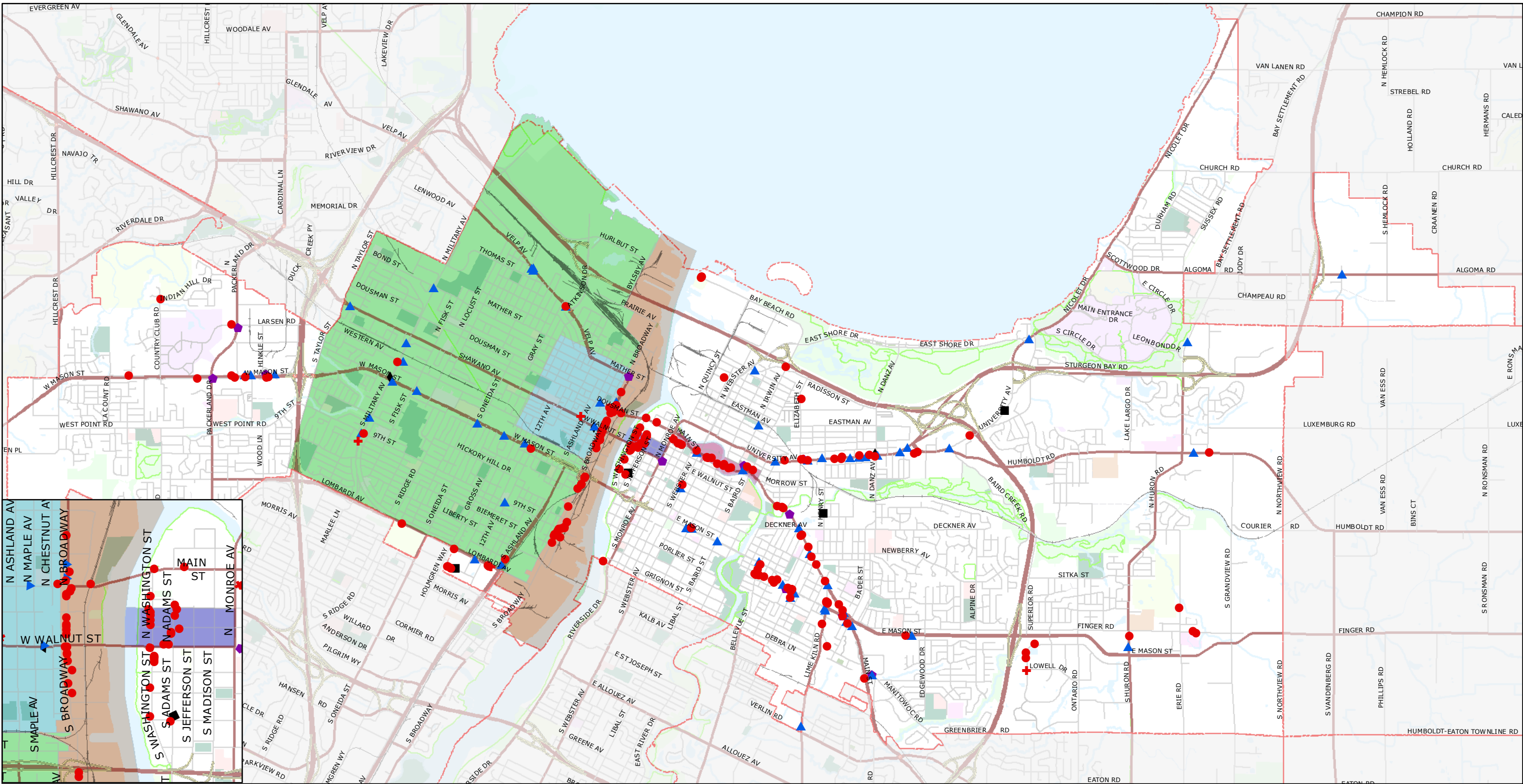
Mayor

ATTEST:

Clerk

bc

02/15/05



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 IT Department. M.H. Date Printed: 22 Sep 2021 X:\IT\Projects\Y2021\Liquor\LiquorLicense.mxd



- LICENSE TYPE**
- CLASS "B" COMBINATION
 - CLASS "B" LIQUOR (WINERY)
 - ▲ CLASS "A" BEER & "CLASS A" LIQUOR LICENSE
 - ◆ CLASS "A" BEER LICENSE
 - ◆ CLASS "A" BEER LICENSE & "Class A" Liquor-Cider Only
 - ✚ CLASS "B" BEER

- Liquor Moratorium Name**
- BROADWAY
 - CITY of FORT HOWARD
 - OLDE MAIN STREET
 - WASHINGTON ST
 - BOROUGH of FORT HOWARD

City of Green Bay

Liquor License Establishments

2021 Issued Liquor Licenses-City of Green Bay

"Class B" Combination License

AARDVARK WINE LOUNGE	AARDVARK WINE LOUNGE, LLC	304 PINE ST	GREEN BAY	WI	54301
AMPHORA WINE BAR	AMPHORA WINE BAR, LLC	131 N BROADWAY	GREEN BAY	WI	54303
ANDUZZI'S SPORTS CLUB	ANDUZZI'S EAST GREEN BAY, LLC	900 KEPLER DR	GREEN BAY	WI	54311
ANGELINA'S	ANGELINA, INC	117 N ADAMS ST	GREEN BAY	WI	54301
APPLEBEE'S NEIGHBORHOOD GRILL & BAR	WISCONSIN APPLE LLC	2420 E MASON ST	GREEN BAY	WI	54302
BANGKOK GARDEN RESTAURANT	BGR CORP	240 N BROADWAY	GREEN BAY	WI	54303
BARLEY'S PUB	BARLEY'S PUB LLC	846 LIME KILN RD	GREEN BAY	WI	54302
BLACK SADDLE SALOON	BARNYS, LLC	201 N WASHINGTON ST	GREEN BAY	WI	54301
BAY MOTEL & FAMILY RESTAURANT	BAY MOTEL & FAMILY RESTAURANT, INC	1301 S MILITARY AV	GREEN BAY	WI	54304
BB'S	BB'S BAR OF GREEN BAY, LLC	1577 MAIN ST	GREEN BAY	WI	54302
BEER BELLY'S	BAY BEER BELLYS, LLC	708 BODART ST	GREEN BAY	WI	54302
BERCEAU'S LAST STOP	BERCEAU, LISA	2056 MAIN ST.	GREEN BAY	WI	54301
BOARD & BRUSH CREATIVE STUDIO	A&V CUSTOM CREATIONS, LLC	235 N BROADWAY	GREEN BAY	WI	54303
BOURBON ST	ROBINSON, SUSAN L	821 S BROADWAY	GREEN BAY	WI	54304
BREWSKI'S ON BROADWAY	TREML, RANDAL	1100 S BROADWAY	GREEN BAY	WI	54304
BULLDOGS	TOOTHPICKS, LLC	1234 STATE ST	GREEN BAY	WI	54304
BURKEL'S ONE BLOCK OVER	K BURKEL, INC	1007 TONY CANADEO RUN	GREEN BAY	WI	54304
CAPTAIN JACK'S @LOUIES LAGOON	CAPTAIN JACK'S LLC	101 BAY BEACH RD	GREEN BAY	WI	54302
CARNITAS EL BAJIO	CARNITAS EL BAJIO LLC	1698 E MASON ST	GREEN BAY	WI	54302
CENTRO BOTANERO LA CARRETA, LLC	CENTRO BOTANERO LA CARRETA	1657 MAIN ST	GREEN BAY	WI	54302
CHEFUSION ECLECTIC CUISINE & LOUNGE	CHEFUSION, INC	307 N BROADWAY	GREEN BAY	WI	54303
CHERI'S PLACE	CHERI'S PLACE LLC	704 BELLEVUE ST	GREEN BAY	WI	54302
CHERRY STREET PUB	BMT, LLC	312 CHERRY ST	GREEN BAY	WI	54301
CHILI'S GRILL & BAR	BRINKER RESTAURANT CORPORATION	2363 W MASON ST	GREEN BAY	WI	54303
COCK & BULL PUB	COCK & BULL, INC	1237 MAIN ST	GREEN BAY	WI	54302
CONFETTI'S	CONFETTI'S, INC	217 E WALNUT ST	GREEN BAY	WI	54301
COPPER STATE BREWING CO	COPPER STATE BREWING, LLC	313 DOUSMAN	GREEN BAY	WI	54303
COURTHOUSE BAR & GRILL	COURTHOUSE BAY OF GB LLC	1654 CASS ST	GREEN BAY	WI	54302
CRANKY PATS PIZZA	PIZZA PARLOR, INC	709 BELLEVUE ST	GREEN BAY	WI	54302
CROPSEY'S ON STATE	CROPSEY'S ON STATE LLC	1336 STATE ST	GREEN BAY	WI	54304
CROWN & COMMON	SORIAH HOSPITALITY LLC	1139 MAIN ST	GREEN BAY	WI	54301
CUBBY HOLE	BAEB ZUEGE, LLC	1570 ELIZABETH ST	GREEN BAY	WI	54302
CUQUIO TOWN BAR	CUQUIO TOWN BAR LLC	500 N BAIRD ST	GREEN BAY	WI	54302
DUEL SPORTS BAR AND GRILL	DUEL SPORTS BAR, LLC	1114 MAIN ST	GREEN BAY	WI	54301
EAST TOWN PUB	TREL, LLC	2266 MAIN ST	GREEN BAY	WI	54301

EL AZTECA	EL AZTECA OF GREEN BAY, LLC	2469 W MASON ST	GREEN BAY	WI	54303
EL DORADO	EL DORADO, LLC	923 W MASON ST	GREEN BAY	WI	54303
EL SARAPE RESTAURANT	EL SARAPE, LLC	2030 E MASON ST SUITE H & I	GREEN BAY	WI	54311
EL TAPATIO RESTAURANT	TAPATIO JALISCO, LLC	1638 UNIVERSITY AV	GREEN BAY	WI	54302
ESCAPADES	TAR ESCAPADES LLP	2657 UNIVERSITY AV	GREEN BAY	WI	54311
FOX HARBOR	FOX HARBOR, INC	348 S WASHINGTON ST	GREEN BAY	WI	54301
FRETS AND FRIENDS	NEHVERT VENTURES, LLC	2105 UNIVERSITY AV	GREEN BAY	WI	54302
FUNKE'S BC'S	FUNKE'S BC'S, LLC	617 LIME KILN RD	GREEN BAY	WI	54302
GALLAGHERS PIZZA	GALLAGHERS ACQUISITION LLC	2655 W MASON ST	GREEN BAY	WI	54303
GATHER ON BROADWAY	GATHER ON BROADWAY, LLC	139 N BROADWAY	GREEN BAY	WI	54303
GIPPER'S SPORTS BAR & GRILL	GIPPER'S RESTAURANT, INC	1860 UNIVERSITY AV	GREEN BAY	WI	54302
GLASS NICKEL PIZZA CO	CHIP STACKS, INC	416 DOUSMAN	GREEN BAY	WI	54303
GREEN BAY BOTANICAL GARDEN	GREEN BAY BOTANICAL GARDEN, INC	2600 LARSEN RD	GREEN BAY	WI	54303
GREEN BAY YACHTING CLUB	GREEN BAY YACHTING CLUB, INC	100 BAY BEACH RD	GREEN BAY	WI	54302
HAGEMEISTER PARK	HAGEMEISTER PARK, INC	325 N WASHINGTON ST	GREEN BAY	WI	54301
HAMMER INN	CHARLIE TUNA'S HAMMER INN LLC	1208 STATE ST	GREEN BAY	WI	54304
HAMPTON INN GREEN BAY DOWNTOWN	PEACHTREE HOSPITALITY MANAGEMENT, LLC	201 MAIN ST	GREEN BAY	WI	54301
HIGHLAND HOWIE'S PUB & GRILL	HIGHLAND HOWIE'S, INC	3605 HUMBOLDT RD	GREEN BAY	WI	54311
HILTON GARDEN INN-GREEN BAY	KNK PLAZA HOTEL OF GREEN BAY LLC	1015 LOMBARDI AV	GREEN BAY	WI	54304
HOTEL NORTHLAND	304 N ADAMS GREEN BAY LLC	304 N ADAMS ST	GREEN BAY	WI	54301
HYATT REGENCY GREEN BAY	HYATT CORPORATION	333 MAIN ST	GREEN BAY	WI	54301
JAKE'S PIZZA GREEN BAY	SISSYPANTS!JAKES, LLC	112 S BROADWAY	GREEN BAY	WI	54303
JALISCO MEXICAN RESTAURANT	JALISCO MEXICAN RESTAURANT, LLC	418 S MILITARY AVE	GREEN BAY	WI	54303
JAM-ROCK GB	JAM ROCK LLC	700 BODART ST	GREEN BAY	WI	54302
JEKYLL & HYDE	BIG MITCH, LLC	226 S BROADWAY	GREEN BAY	WI	54303
JILL'S	MAY-MARIE, INC	613 BODART ST	GREEN BAY	WI	54301
JULIE'S CAFE	EAT INVEST GP, LLC	1685 MAIN ST	GREEN BAY	WI	54302
KAVARNA	KAVARNA CAFE, LLC	143 N BROADWAY	GREEN BAY	WI	54303
KEGGERS	KEGGERS, LLC	231-233 N BROADWAY	GREEN BAY	WI	54303
KITTNER'S PUB	129 SOUTH WASHINGTON, LLC	129 S WASHINGTON ST	GREEN BAY	WI	54301
KOKO SUSHI BAR	KOKORO, LLC	875 LOMBARDI AVE	GREEN BAY	WI	54304
KROLL'S LUNCH	KROLL'S EAST, INC	1658 MAIN ST	GREEN BAY	WI	54302
LA CUEVA/THE CAVE	VICA ENTERPRISES, INC	718 BODART ST	GREEN BAY	WI	54301
LAMBEAU FIELD	GREEN BAY SPORTSERVICE, INC	1265 LOMBARDI AV	GREEN BAY	WI	54304
LAS BRISAS	GONZALEZRICO, ALEJANDRO	1906 UNIVERSITY AV	GREEN BAY	WI	54302
LEGEND LARRY'S	MO-J WILLIS, INC	2035 UNIVERSITY AV	GREEN BAY	WI	54302
LENNY'S TAP	LEONARD, MARTIN	431 N BROADWAY	GREEN BAY	WI	54303
LIL JAMAICA	LIL JAMAICA LLC	1332 S BROADWAY	GREEN BAY	WI	54304

LITTLE TOKYO JAPANESE RESTAURANT	LEE & KINGSADA CORP	121 N BROADWAY	GREEN BAY	WI	54303
LOS BANDITOS WEST	LOS BANDITOS WEST, INC	2335 W MASON ST	GREEN BAY	WI	54303
LOS MAGUEYES	LOS MAGUEYES INC	1053 VELD AV	GREEN BAY	WI	54303
LOUIE'S LAGOON	SOUTH BAY MARINE CENTER, INC	101 BAY BEACH RD	GREEN BAY	WI	54302
MACKINAW'S GRILL & SPIRITS	MACKINAW'S GRILL & SPIRITS, LLC	2925 VOYAGER DR	GREEN BAY	WI	54311
MADRID TAPAS AND WINE BAR	MADRID TAPAS AND WINE BAR, LLC	225 E WALNUT ST	GREEN BAY	WI	54303
MAIN STREET BOURBON ROOM	BBD ACQUISTION, LLC	1277-1281 MAIN ST	GREEN BAY	WI	54302
MANGAIRE	MANGAIRE LLC	121 N ADAMS ST	GREEN BAY	WI	54301
MARICQUE'S BAR	MARICQUE'S, INC	1517 UNIVERSITY AV	GREEN BAY	WI	54302
MEYER THEATRE	MEYER THEATRE CORP	117 S WASHINGTON ST	GREEN BAY	WI	54301
MI PUEBLO	CURIEL, EVERARDO	1905 N IRWIN AV	GREEN BAY	WI	54302
NAPALESE LOUNGE	LEATHER AND LACE ENTERPRISES, LLC	1351 CEDAR ST	GREEN BAY	WI	54302
NED KELLY'S	WASHINGTON ST PUB LLC	223 N WASHINGTON ST	GREEN BAY	WI	54301
OLD SCHOOL	CH BAR, LLC	301 S BROADWAY	GREEN BAY	WI	54303
ONEIDA GOLF & RIDING CLUB	ONEIDA GOLF & RIDING CLUB, INC	207 COUNTRY CLUB RD	GREEN BAY	WI	54313
OT'S BAR & GRILL	GRUTZMACHER, OFELIA	1706 MAIN ST	GREEN BAY	WI	54302
OVAL OFFICE	GB ENTERTAINMENT, LLC	1100 MAIN ST	GREEN BAY	WI	54301
OVERTIME SPORTS GRILL & PUB	BASIL I, LLC	1423 S BROADWAY	GREEN BAY	WI	54304
PABLO'S MEXICAN GRILL	PABLO'S MEXICAN GRILL HOUSE LLC	850 KEPLER DR SUITE C	GREEN BAY	WI	54311
PACKER STADIUM LOUNGE	OMG-KIM3, INC	1342 S BROADWAY	GREEN BAY	WI	54304
PARTY LINE	PARTY LINE, LLC	601 BELLEVUE ST	GREEN BAY	WI	54302
PASTORCITO MEXICAN RESTAURANT	EL PASTORCITO MEXICAN RESTAURANT	741 ABRAMS ST. SUITE 4	GREEN BAY	WI	54301
PAULY G'S	PAULY G'S, INC	1803 MAIN ST	GREEN BAY	WI	54302
PEARLY GATES BAR & GRILL	PEARLY GATES VENTURE, LLC	3551 FINGER RD	GREEN BAY	WI	54311
PEPPER	BOSLEY, RICCI	114 S BROADWAY	GREEN BAY	WI	54303
PLAYER 2 ARCADE BAR	PLAYER 2, LLC	219 N WASHINGTON ST	GREEN BAY	WI	54301
PROHIBITION SPIRITS	TITLETOWN TOBACCO LLC	159 N BROADWAY	GREEN BAY	WI	54303
R&D'S HOUSE DIVIDED	RRDK, LLC	2148 UNIVERSITY AV	GREEN BAY	WI	54302
RAMIS RIVER RUN	RAMI'S RIVER RUN LLC	324 N ROOSEVELT ST	GREEN BAY	WI	54301
REBEL ONE, LLC	CHEESESTEAK REBELLION	1301 S BROADWAY	GREEN BAY	WI	54304
RENDEZVOUS BAR	SZCZEPANSKI, DIANE M	2928 W MASON ST	GREEN BAY	WI	54313
REPUBLIC CHOPHOUSE	REPUBLIC CHOPHOUSE, INC	218 N ADAMS ST	GREEN BAY	WI	54301
RICHARD CRANIUMS	BEACHME, LLC	840 S BROADWAY	GREEN BAY	WI	54304
RIVERSIDE BALLROOM	RIVERSIDE BALLROOM, INC	1560 MAIN ST	GREEN BAY	WI	54302
RIVIERA LANES	RIVIERA LANES, LTD	2450 UNIVERSITY AV	GREEN BAY	WI	54302
ROBYN'S NEST	WITCHE'S DEN, LLC	1623 CASS ST	GREEN BAY	WI	54302
ROCKABILLY'S	CHEFBOP, LLC	709 S BROADWAY	GREEN BAY	WI	54304
ROCKY'Z CAFÉ	ROGILIO PERERZ JR	2475 UNIVERSITY AV	GREEN BAY	WI	54302

ROSATI'S PIZZA	ALLEN PIZZA, INC	745 S. HURON RD	GREEN BAY	WI	54311
RUM RUNNERS	J & M GROUP, LLC	715 S BROADWAY	GREEN BAY	WI	54304
SARDINE CAN	SARDINE CAN, INC	128 S BROADWAY	GREEN BAY	WI	54303
SEPIA WEDDING CHAPEL	SEPIA WEDDING CHAPEL, LLC	3562 FINGER RD	GREEN BAY	WI	54311
SIMONET'S BAR	SIMONETS BAR, INC	925 MAIN ST	GREEN BAY	WI	54301
SLICED ON MAIN	SLICED ON MAIN, LLC	1238-11 MAIN ST	GREEN BAY	WI	54301
SOME PLACE ELSE	BAKER & MAC ARTHUR, INC	1605 UNIVERSITY AV	GREEN BAY	WI	54302
SPRINGHILL SUITES BY MARRIOTT GB	MCR GREEN BAY TENANT LLC	1011 TONY CANADEO RUN	GREEN BAY	WI	54304
ST BRENDAN'S INN	HARP & EAGLE LTD	234 S WASHINGTON ST	GREEN BAY	WI	54301
STADIUM VIEW SPORTS BAR & GRILL	STADIUM VIEW, INC	1023 TONY CANADEO RUN	GREEN BAY	WI	54304
STATE STREET PUB OF GREEN BAY	STATE STREET PUB OF GREEN BAY LLC	1238 STATE ST	GREEN BAY	WI	54304
STINGER'S PUB	STEIN, CAROL ANN	619 LIME KILN RD	GREEN BAY	WI	54302
STIR-UPS SALOON	STIR-UPS, LLC	125 S WASHINGTON ST	GREEN BAY	WI	54301
STOP 4-1	RENARD AND TISLER ENTERPRISES, INC	616 LIME KILN RD	GREEN BAY	WI	54302
STUDIO 1212 CAFÉ & WINE BAR	EUNOIA STUDIO CAFÉ, LLC	1212 MARINE ST	GREEN BAY	WI	54301
SV2	SV2 LLC	1911 UNIVERSITY AV	GREEN BAY	WI	54302
TACO BURRITO-WEBSTER	TACO BURRITO MEXICO OF GREEN BAY, LLC	218 S WEBSTER AV	GREEN BAY	WI	54301
TAQUERIA MALDONADO'S MAIN	TAQUERIA MALDONADO'S MAIN ST LLC	1737 MAIN ST	GREEN BAY	WI	54302
TAQUERIA MICHOACAN	VARGAS, RICARDA	1207 E MASON ST	GREEN BAY	WI	54301
THE AUTOMOBILE GALLERY	AUTOMOBILE GALLERY, INC	400 S ADAMS ST	GREEN BAY	WI	54301
THE BAR	THE BAR OF GREEN BAY, INC	606 LIME KILN RD	GREEN BAY	WI	54302
THE BAR HOLMGREN WAY	BAR HOLMGREN WAY, INC THE	1025 REAR TONY CANADEO RUN	GREEN BAY	WI	54304
THE BAY	CODE 920, INC	805 KLAUS ST	GREEN BAY	WI	54302
THE BOOYAH SHED	THE BOOYAH SHED LLC	1800 S ASHLAND AV	GREEN BAY	WI	54304
THE CANNERY MARKET	THE CANNERY	320 N BROADWAY	GREEN BAY	WI	54304
THE CREAMERY DOWNTOWN	CREAMERY CAFÉ, LLC	114 PINE ST	GREEN BAY	WI	54301
THE DEPOT GASTRO PUB	OFF THE RAILS, LLC	200 DOUSMAN ST	GREEN BAY	WI	54303
THE EGG ROLL FOOD TURCK RESTAURANT AND BAR	VUE, MAI SEE	100 S BROADWAY	GREEN BAY	WI	54303
THE GETAWAY	CJK CHARLES CORP	631 BELLEVUE ST	GREEN BAY	WI	54302
THE JOB SITE	BSCTBC, LLC	1647 CASS ST	GREEN BAY	WI	54302
THE LIBERTINE	NW SPIRITS LLC	209 N WASHINGTON ST	GREEN BAY	WI	54301
THE NEXT STOP	VAN PAY, DAWN	1610 CASS ST	GREEN BAY	WI	54302
THE NINES	TPJS, LLC	121 S WASHINGTON ST	GREEN BAY	WI	54301
THE PUBLIC HAUS	THE PUBLIC HAUS, LLC	813 S BROADWAY	GREEN BAY	WI	54304
THE ROUNDABOUT	THE ROUNDABOUT, LLC	1264 MAIN ST	GREEN BAY	WI	54302
THE SAND BOX	2WB, INC	2042 MANITOWOC RD	GREEN BAY	WI	54302
THE SLAMMER	COOPMAN, LORI	316 NINTH ST	GREEN BAY	WI	54304
THE TARLTON THEATRE	THE TARLTON THEATRE, LLC	405 W WALNUT	GREEN BAY	WI	54303

THE WOODS GOLF CLUB	THE WOODS OPERATIONS, LLC	530 ERIE RD	GREEN BAY	WI	54311
TIMSANS JAPANESE STEAK HOUSE	TIMSANS, INC	1654 E MASON ST	GREEN BAY	WI	54302
TNT HOLDINGS	SCOREBOARD GRILLE	2511 W MASON ST	GREEN BAY	WI	54303
TUNDRA LODGE RESORT & WATERPARK	BAYS TUNDRA HOSPITALITY CORP	865 LOMBARDI AV	GREEN BAY	WI	54304
TURN IT UP! TAP	DHEIN, KRISTINE	1689 E MASON ST	GREEN BAY	WI	54302
TUX 2	TUX 2, INC	1313 S BROADWAY	GREEN BAY	WI	54304
TWISTED THROTTLE SALOON, LLC	TWISTED THROTTLE SALOON	1699 E MASON ST	GREEN BAY	WI	54302
VINTAGE	VINTAGE WMW, LLC	119 1/2 S WASHINGTON ST	GREEN BAY	WI	54301
VINTAGE CANTINA	VINTAGE WMW, LLC	119 S WASHINGTON ST	GREEN BAY	WI	54301
WALLY SPOT SUPPER CLUB	WALLY SPOT SUPPER CLUB LLC	1979 MAIN ST	GREEN BAY	WI	54302
WEST MASON ST CASINO	ONEIDA TRIBE OF INDIANS OF WI	2522 W MASON ST	GREEN BAY	WI	54303
WHITE DOG LLC	WHITE DOG ROADHOUSE, LLC	201 S BROADWAY	GREEN BAY	WI	54304
WISE FOOL'S PUB	KONITZER, LLC	1939 MAIN ST	GREEN BAY	WI	54302
XS NIGHTCLUB	NEUMRITZ, INC	1106 MAIN ST	GREEN BAY	WI	54301

"CLASS B" COMBINATION LICENSE (RESERVE)

CODE 9TWENTY-(surrendered to LCS, LLC)	OLD BAVARIAN BREWING COMPANY, LLC	1583 MAIN ST	GREEN BAY	WI	54302
SLANDER	DAILY BUZZ, LLC (RESERVE)	130 E WALNUT ST	GREEN BAY	WI	54301

"Class B" Winery License

BADGER STATE BREWING COMPANY	BADGER STATE BREWING LLC	990 TONY CANADEO RUN	GREEN BAY	WI	54304
CAPTAIN'S WALK WINERY	VON STIEHL WINERY, LTD	345 S ADAMS ST	GREEN BAY	WI	54301
NOBLE ROOTS BREWING COMPANY	NOBLE ROOTS BREWING COMPANY, LLC	2790 UNIVERSITY AVE	GREEN BAY	WI	54311
STILLMANK BREWING COMPANY	STILLMANK BREWING COMPANY	215 N HENRY ST	GREEN BAY	WI	54302

Class "B" Beer License

GOLDEN BASKET	LABOREL, INC	1350 S MILITARY AV	GREEN BAY	WI	54304
GREATER GREEN BAY BLUE RIBBONS	DE PERE DODGERS BASEBALL CLUB, INC	1450 E WALNUT ST	GREEN BAY	WI	54301
LOS ARCOS	PLASCENCIA, SERGIO	607 BODART ST	GREEN BAY	WI	54301
MARCUS CINEMAS GREEN BAY EAST	MARCUS CIENMAS OF WISCONSIN, LLC	1000 KEPLER DR	GREEN BAY	WI	54311
PIZZA HUT	PH HOSPITALITY GROUP, LLC	859 LOMBARDI AVE	GREEN BAY	WI	54304
TACO BURRITO	CURIEL, JUAN	108 N OAKLAND AV	GREEN BAY	WI	54303
TACO BURRITO	CURIEL, PEDRO	1697 E MASON ST	GREEN BAY	WI	54302
TAQUERIA EL LOCAL	SOTO, ANTONIO	1615 UNIVERSITY AV	GREEN BAY	WI	54301

Class "B" Beer License, "Class C" Wine License

ALDO'S PIZZA	ALDO'S PIZZA OF GREEN BAY, LLC	1247 VELD AVE	GREEN BAY	WI	54303
HAPPY JOE'S PIZZA/ICE CREAM PARLOR	HAPPY JOE'S OF GREEN BAY, INC	1675 E MASON ST	GREEN BAY	WI	54302
HOMETOWN CAFE & CATERING	HOMETOWN CAFÉ & CATERING, INC	1456 W MASON ST	GREEN BAY	WI	54303
SUSHI LOVER	SUO SUO YOU, LLC	313 N BROADWAY	GREEN BAY	WI	54303

"Class A" Liquor & Class "A" Beer License					
ALDI #30	ALDI, INC (WISCONSIN)	2440 E MASON ST	GREEN BAY	WI	54302
ALDI #32	ALDI, INC (WISCONSIN)	1560 WESTERN AV	GREEN BAY	WI	54303
BADGER LIQUOR #2	BADGER LIQUOR STORE NUMBER 2, INC	1047 W MASON ST	GREEN BAY	WI	54303
BAY BEACH SHELL	C & D SHELL LLC	1121 RADISSON ST	GREEN BAY	WI	54302
BAY SETTLEMENT BP	RKOA ENTERPRISE INC.	2278 BAY SETTLEMENT RD	GREEN BAY	WI	54311
BELGIUM LLC	NIAGARA TRAIL	2600 NIAGARA TRAIL	GREEN BAY	WI	54311
CVS/PHARMACY #2237	WISCONSIN CVS PHARMACY, LLC	930 MAIN ST	GREEN BAY	WI	54301
CVS/PHARMACY #8541	WISCONSIN CVS PHARMACY, LLC	1561 W MASON ST	GREEN BAY	WI	54303
DAD'S LIQUOR	DWS OF GREEN BAY, LLC	1970 UNIVERSITY AV	GREEN BAY	WI	54302
DINO STOP	DINO SHELL, LLC	1828 S ASHLAND AV	GREEN BAY	WI	54304
DOLGENCORP, LLC	DOLLAR GENERAL STORE #21045	1641 MAIN ST	GREEN BAY	WI	54301
DOLLAR GENERAL STORE #6563	DOLGENCORP, LLC	1152 S MILITARY AVE	GREEN BAY	WI	54304
EL DORADO LIQUOR STORE	PEREZ, ERNESTO	741 ABRAMS ST SUITE 2	GREEN BAY	WI	54302
EL RANCHITO	CURIEL, EVERARDO	240 S WEBSTER AV	GREEN BAY	WI	54301
EL TAPATIO BAKERY	TAPATIO JALISCO, LLC	1638 UNIVERSITY AV	GREEN BAY	WI	54302
EXPRESS CONVENIENCE CENTER	DOUSMAN FUEL, INC	606 DOUSMAN ST	GREEN BAY	WI	54303
FAMILY DOLLAR #26961	FAMILY DOLLAR STORES OF WI LLC	514 W WALNUT ST	GREEN BAY	WI	54303
FAMILY DOLLAR STORES OF WISCONSIN	FAMILY DOLLAR #28813	708 LIME KILN RD	GREEN BAY	WI	54302
FESTIVAL FOODS	SKOGEN'S FOODLINER, INC	2430 UNIVERSITY AV	GREEN BAY	WI	54302
FESTIVAL FOODS	SKOGEN'S FOODLINER, INC	2250 W MASON ST	GREEN BAY	WI	54303
FRIENDS CONVENIENCE	FRIENDS CONVENIENCE, INC	1300 S MILITARY AV	GREEN BAY	WI	54304
GERCZAK'S LIQUOR & CATERING	GERCZAK'S LIQUOR & CATERING, LLC	1244 VELP AV	GREEN BAY	WI	54303
GRAND CENTRAL EAST	GRAND CENTRAL LLC	1593 E MASON ST	GREEN BAY	WI	54302
GREEN BAY MOBIL	BADIMAALIKA, LLC	1465 UNIVERSITY AV	GREEN BAY	WI	54302
GREEN BAY PETRO	TIKAPUR PETROLEUM, LLC	2115 MAIN ST	GREEN BAY	WI	54302
HERALYS BEVERAGES	HERALYS BEVERAGES, LLC	1751 UNIVERSITY AV	GREEN BAY	WI	54302
I.G. LIQUOR & BEER MART	SIMER LIQUOR & GROCERY, LLC	1020 N IRWIN	GREEN BAY	WI	54302
KRIST FOOD MART #90	KRIST OIL, CO	1180 E MASON ST	GREEN BAY	WI	54301
KWIK TRIP 143	KWIK TRIP, INC	2400 UNIVERSITY	GREEN BAY	WI	54302
KWIK TRIP 292	KWIK TRIP, INC	840 S HURON RD	GREEN BAY	WI	54311
KWIK TRIP 420	KWIK TRIP, INC	1712 E MASON ST	GREEN BAY	WI	54302
KWIK TRIP 700	KWIK TRIP, INC	1871 SHAWANO AV	GREEN BAY	WI	54303
KWIK TRIP 827	KWIK TRIP, INC	935 LOMBARDI AV	GREEN BAY	WI	54304
KWIK TRIP, INC	KWIK TRIP 1051	3525 HUMBOLDT RD	GREEN BAY	WI	54301
MAIN STOP BP	ASN PETROLEUM, INC.	1335 MAIN ST	GREEN BAY	WI	54302
MAIN STREET MINI MART	JLA, INC.	1698 MAIN ST	GREEN BAY	WI	54302
MASON BROS. RED OWL	M E J CORPORATION	923 9TH ST	GREEN BAY	WI	54303

MI FAVORITA SUPERMARKET	MI FAVORITA SUPERMARKET, LLC	1908 E MASON ST	GREEN BAY	WI	54302
MILITARY CINEX	NEENAH MINI MART, LLC	601 N MILITARY AV	GREEN BAY	WI	54303
MILITARY MARATHON	SARPANCH, INC	1300 S MILITARY AV	GREEN BAY	WI	54303
NEO DISCOUNT TOBACCO & LIQUORS	NEO BEVERAGES, LLC	1215 E MASON ST	GREEN BAY	WI	54301
NEO DISCOUNT TOBACCO & LIQUORS	NEO BEVERAGES, LLC	2042 MAIN ST. SUITE 102	GREEN BAY	WI	54302
NICOLET GAS, INC	UNIVERSITY MINI MART	2260 NICOLET DR	GREEN BAY	WI	54311
PICK 'N' SAVE	ULTIMATE MART, LLC	1819 MAIN ST	GREEN BAY	WI	54302
PIT ROW - HUMBOLDT	PIT ROW, INC	2590 UNIVERSITY AV	GREEN BAY	WI	54302
PIT ROW - UNIVERSITY	PIT ROW, INC	2030 UNIVERSITY AV	GREEN BAY	WI	54302
SAM'S CLUB #8149	SAM'S EAST, INC	2470 W MASON ST	GREEN BAY	WI	54304
SR QUICK MART	SINGHS C STORE 2, INC	952 W MASON ST	GREEN BAY	WI	54303
STONE RIDGE SHELL	BAY PETRO, LLC	1053 VELD AV	GREEN BAY	WI	54303
SUPERIOR DISCOUNT LIQUOR	NCG, INC	130 S MILITARY AV	GREEN BAY	WI	54303
SUPERIOR DISCOUNT LIQUOR	NCG, INC	2295 MANITOWOC RD	GREEN BAY	WI	54302
THE TRAVELING CHEF	TRAVELING CHEF, LLC	335 N BROADWAY	GREEN BAY	WI	54303
U PUMP	SAIRAMA, LLC	1233 VELD AV	GREEN BAY	WI	54303
UNIVERSITY AVENUE MARKET	FOODMEN 3, INC	2080 UNIVERSITY AV	GREEN BAY	WI	54302
WALGREENS #03088	WALGREEN CO	1401 E MASON ST	GREEN BAY	WI	54301
WALGREENS #03115	WALGREEN CO	1165 W MASON ST	GREEN BAY	WI	54303
WALGREENS #05746	WALGREEN CO	1995 MAIN ST	GREEN BAY	WI	54302
WALGREENS #3253	WALGREEN CO	2204 UNIVERSITY AV	GREEN BAY	WI	54302
WAL-MART STORE #1453	WAL-MART STORES EAST, LP	2440 W MASON ST	GREEN BAY	WI	54303
WILLOW CREEK BP	J & B GAS, INC	1480 LIME KILN RD	GREEN BAY	WI	54311
Class "A" Beer License					
EL SUPER MERCADO EL LOCAL	SOTO, ANTONIO	1209 E MASON ST	GREEN BAY	WI	54301
LA ESPIGA	LA ESPIGA LLC	1606 MAIN ST	GREEN BAY	WI	54302
LA GUADALUPONA #2	ALVAREZ, ISAIAS	2030 E MASON ST, SUITE B	GREEN BAY	WI	54302
MI TIERRA FOOD MARKET	MI TIERRA FOOD MARKET INC	1333 CEDAR ST	GREEN BAY	WI	54302
ONEIDA FOUR PATHS	ONEIDA TRIBE OF INDIANS OF WI	2597 W MASON ST	GREEN BAY	WI	54303
ONEIDA ONE STOP-LARSEN	ONEIDA TRIBE OF INDIANS OF WI	501 PACKERLAND DR	GREEN BAY	WI	54303
ONEIDA ONE STOP-WESTWIND	ONEIDA TRIBE OF INDIANS OF WI	2370 W MASON ST	GREEN BAY	WI	54303
PETRO CENTER	NCG, INC	2295 MANITOWOC RD	GREEN BAY	WI	54302
SINGHS C STORE 3	SINGHS C STORE 3, LLC	610 E WALNUT ST	GREEN BAY	WI	54301
SUPERMERCADO EL LOCAL	ANTONIO SOTO	1615 UNIVERSITY AV	GREEN BAY	WI	54302
TERRY'S EZ GO	TERRY'S EZ GO, INC	401 MATHER ST	GREEN BAY	WI	54303
Class "A" Beer License & "Class A" Cider License					
KWIK TRIP 115	KWIK TRIP, INC	515 W WALNUT ST	GREEN BAY	WI	54303

MILITARY AVE EXPRESS	RAN-DI ENTERPRISES, LLC	612 S MILITARY AV	GREEN BAY	WI	54303
SPEEDWAY #4334	SPEEDWAY LLC	1688 E MASON ST	GREEN BAY	WI	54302
UNIVERSITY SHELL	UNIVERSITY SHELL, LLC	2145 UNIVERSITY AV	GREEN BAY	WI	54302



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # N.2

To approve a "Class A" Liquor & Class "A" Beer license for Prosperity Liquor Inc at 1970 University with a premises description as "sales front and backroom" (Currently licensed as DWS of Green Bay, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1970 UNIVERSITY APPLICATION
2. CLASS B LICENSE STIPULATION -- SIGNED.MERRILLJ.372-1970 UNIVERSITY



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # N.3

To receive and place on file the request by Alder Brunette: "For the sake of full transparency to the public, for discussion with possible action that the Common Council officially request and receive a full list of funders and donors to Law Forward and States United Democracy Center in order for the city to retain them as legal counsel regarding ongoing election issues. These two groups seem to be politically motivated special-interest groups and all the citizens of Green Bay have a right to know who is funding them while the city confers with them on a legal defense on a petition to request and receive a full list of funders and donors to Law Forward and States United Democracy Center" (Ald. Brunette, District 12).

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-10-19 Dist 12 to P and P



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 10/19/2021

Text of Communication:

For the sake of full transparency to the public, for discussion with possible action that the Common Council officially request and receive a full list of funders and donors to Law Forward and States United Democracy Center in order for the city to retain them as legal counsel regarding ongoing election issues. These two groups seem to be politically motivated special-interest groups and all the citizens of Green Bay have a right to know who is funding them while the city confers with them on a legal defense.

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



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

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # N.4

To receive and place on file the Liquor Violation Report for October 25, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report October 25 2021
2. 21LiqVio
3. 20LiqVio

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: October 25, 2021

From October 11, 2021, to October 25, 2021, there have been no ordinance violations, no liquor violations, no DA referrals and no property referrals.

Sincerely,

**LT. STEVE MAHONEY & LT. NATE ALLEN
DISTRICT POLICING**

sp

2021 LIQUOR VIOLATIONS

[illegible]

2020 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Vicente (NMI) Gomez-Hernandez 2020-202540 W2020-558-012	Old School Bar 301 S. Broadway St.	3/4/20 Disorderly House/Failure to Maintain Order	Issued Written Warning
Miguel A. C. Rodriguez, Jr. 20-202690 DA referral	XS Bar 1106 Main St.	3/8/20 Battery-Simple (2 counts)	Initial Appearance via Zoom 9/29/20; Court Date scheduled 11/17/20; initial appearance 1/19/21 adjourned; preliminary hearing 2/18/21; Court Date 3/18/21; Pleads Not Guilty; Court Date: 4/16/21; Plea hearing: 5/20/21 6/24/21 7/23/21 8/19/21 9/17/21 10/4/21 10/22/21
Miguel A. C. Rodriguez, Jr. 20-202690 DA referral	XS Bar 1106 Main St.	3/8/20 Disorderly Conduct	Initial Appearance via Zoom 9/29/20; Court Date scheduled 11/17/20; initial appearance 1/19/21 adjourned; preliminary hearing 2/18/21; Court Date 3/18/21; Pleads Not Guilty; Court Date: 4/16/21; Plea hearing: 5/20/21 6/24/21 7/23/21 8/19/21 9/17/21 10/4/21 10/22/21
Nadine K. Crowley 20-203070 DA referral	Turn it Up Tap 1689 E. Mason St.	3/19/20 Violation of Law Relating to Health	No Court Date scheduled at this time; 3/24/20 No Prosecution
Kristine M. Dhein 20-203070 DA referral	Turn it Up Tap 1689 E. Mason St.	3/19/20 Violation of Law Relating to Health	Court Date: 6/25/20; Dismissed on Prosecutor's Motion
Rhonda L. Duesing 20-203070 DA referral	Turn it Up Tap 1689 E. Mason St.	3/19/20 Violation of Law Relating to Health	No Court Date scheduled at this time; 3/24/20, No Prosecution
William J. Baker 20-204541 2020454150301	Baker's Pub 1699 E. Mason St.	5/19/20 Violation of Stipulation/Agreement	Court Date: 7/9/20; Pre-trial 7/14/20; 8/19/20 Guilty, \$124
Maxwell C. Barnowsky 20-206651	Black Saddle Bar	7/18/20	Court Date: 9/2/20; Guilty, \$376

2020665159402	201 N. Washington St.	Allowing Underage to Enter a Licensed Premises	
Lucy M. Wiese 20-206651 2020665159401	Black Saddle Bar 201 N. Washington St.	7/18/20 Underage Loitering in a Tavern	Court Date: 9/2/20; Guilty, \$376
Betty J. Micolichuk 20-207775 W2020-690-015	The Getaway Bar 631 Bellevue St.	8/17/20 Bartending without an Operator's License	Issued Written Warning
Kaveh R. Barakhshan 20-209185 DA referral	Crown and Commons Bar 1139 Main St.	9/24/20 Obstructing an Officer-Misleading Case Investigation	No Court Date schedules at this time
Kaveh R. Barakhshan 20-209185 2020918541201	Crown and Commons Bar 1139 Main St.	9/24/20 Disorderly House/Failure to Maintain Order	Court Date: 11/11/20; Pre-trial 11/17/20; rescheduled for 2/17/21; 2/23/21; 7/21/21
Cody A. Cohan 20-209185 W2020-412-030	Crown and Commons Bar 1139 Main St.	9/24/20 Bartending without an Operator's License	Issued Written Warning

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

November 2, 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

Baierl, Katie A
Banks, Albert
Chojnacki, Michael F
Clark, Kaitlyn E
Compton, Lukas D
Cooper-Holmes, Jefferson
Cornell, Richard J
Curtis, Christina M
DeGayner, Seth M
Echlin, Janice R
Eckert, Abigail L
Eland, Alexis H
Gannon, Isabella M
Hale, Benjamin J
Hockstock, Samantha P
Jordan, Elizabeth A
Kriescher, Paula L
Krohn, Kendall R
LaBine, Alexis G
Long, Monique
Lowery, Steven R
Lutzow, Heather A
Maggie, Cody J
McGregor, Lance E
Mendoza, Rebecca A
Morrison, Nicole M
Thompson, Samara R
Ware, Xavier J
Watermolen, Nicole M



Report to the Green Bay Plan Commission

MEETING DATE

November 2, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # P.1

To create a Planned Unit Development (PUD) to permit temporary uses at 216 S. Military Avenue for the temporary PUD for up to three years from the time of approval on the condition that a development agreement, with regard to the future redevelopment of the site is entered into by the Developer and the City.

BACKGROUND

Primary Address: 216 S. Military Avenue

Aldersperson / District: Ald. John Vander Leest / District 11

Reason for Request: To permit short-term light industrial uses within a commercially zoned parcel.

Surrounding Zoning and Land Uses:

SUBJECT: Community Center Commercial (C3) - vacant commercial building, former Shopko/Sure Way Grocery stores. The site also contains a detached liquor store.

NORTH: General Commercial (C1)/Community Center Commercial (C3) - Commercial land uses

SOUTH: Light Manufacturing (LI)/General Commercial (C1) – Light manufacturing/warehousing
Retail/showroom

EAST: General Commercial (C1) - Commercial land uses

WEST: Varied Density Residential (R3) - Single, two-family and multi-family dwellings

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject property as Commercial. The subject parcel was part of Military Avenue Market Analysis & Corridor Design Plan (2011). However, no recommendation was provided in the plan for redevelopment of the site as it was an active retail center.

Report: The subject property is located along the west side of S. Military Avenue, south Shawano Avenue. The site was a former commercial hub containing a Shopko store and an adjoining grocery store. The parcel is approximately 364,254 sq. ft. or 8.36 acres, see attached map.

The property owner/applicant had previously applied for both site plan and building plan approval through the Department of Community and Economic Development (DCED). On July 21, 2021, the DCED informed the applicant that the proposed uses were not in compliance with the Community Center Commercial (C3) district and a site plan for a change of use could not be permitted.

The requested Planned Unit Development (PUD) is intended to permit the temporary use of a mix of limited production and processing, warehousing and an educational/training facility for the property owners

adjoining business. Further details of the proposed uses are attached.

In the review of an application for a PUD, the Zoning Code specifies the following:

Sec. 44-2024. - Identified objectives. When reviewing requests for approval of a Planned Unit Development, the City shall consider whether the objectives listed below will be served or achieved. Planned Unit Developments should not be allowed simply for the purpose of increasing overall density or allowing development that otherwise could not be approved.

- 1. Accommodation of housing of all types with convenient access to commercial facilities.*
- 2. Promotion of integrated land uses allowing for a mixture of residential, commercial, and public facilities along corridors and in transitional areas.*
- 3. Innovation in land development techniques that may be more suitable for a given parcel than conventional approaches.*
- 4. Preservation and enhancement of important environmental features through careful and sensitive placement of buildings and facilities.*
- 5. Preservation of historic buildings, structures, or landscape features through adaptive re-use of public or private preservation of land.*
- 6. Provision of more adequate, usable, and suitably located open space, recreational amenities, and other public facilities than would otherwise be provided under conventional land development techniques.*
- 7. Coordination of architectural styles and building forms to achieve greater compatibility with surrounding land uses.*
- 8. Creation of more efficient provision of public utilities and services, lessened demand on transportation, and the promotion of energy resource conservation.*

Initial Planning Staff Recommendation

It is the opinion of the planning staff that the proposed application for the creation of a PUD does not meet the criteria above. Instead, staff believes the request is in direct conflict with the primary criteria of the PUD requirements in that it *...should not be allowed simply for the purpose of increasing overall density or allowing development that otherwise could not be approved.*

The proposed request is also contradictory to the City's Comprehensive Plan as it is recommended for future commercial land uses and would necessitate a Comprehensive Plan amendment prior to any consideration of a PUD or rezoning of the property to the desired use(s) as proposed by the applicant. Further, it is staff's opinion that the request is not valid as it does not meet the basic requirements for zone change and should be recommended for denial.

Staff noticed Ald. John Vander Leest, Military Avenue Business Association and adjacent property owners within 400 ft. of property boundaries.

Planning staff's review was conducted solely on the basis of reviewing the consistency of the request for the City's Zoning Ordinance and Comprehensive Plan. As such, Planning staff's recommendation to the Director was to deny the request as proposed due to the fact that the application for the Planned Unit Development (PUD) does not meet the criteria as specified in Section 44-2024, Green Bay Zoning and is noncompliant with the recommendation of the City's Comprehensive Plan.

Director's Recommendation

The Director has reviewed the request and the staff recommendation. Upon further review and consideration, the City offers the following:

- The Director agrees with staff that the request on its own is not consistent with the current zoning or long-term plans for the area and that a granting of a permanent PUD is not warranted at this

time.

- The Director and Staff are in agreement that steps are needed to ensure that any use of vacant commercial space or other areas of the lot not be used for industrial or warehousing uses in a manner that could be seen as setting a precedent for commercial properties. However, it is also noted that industrially zoned parcels are already immediately adjacent to this site.
- The Director is also of the opinion that this site has considerable potential for redevelopment into one or more commercial uses, a mixed-use site or a multi-family residential site. Staff is aware of at least one specific prospect actively considering part of the site for a multi-family project that would include affordable housing.
- A temporary PUD to allow the requested uses on a short-term basis (three years is recommended) could be considered if the Developer is willing to enter into a development agreement with the City agreeing that the temporary use is only being requested in the context of preparing a more formal redevelopment plan for the site within a defined timeframe. Adequate language to the PUD is needed to clearly define the temporary nature of the approval of the requested uses and to provide the usual protection for surrounding uses in terms of screening, traffic, lighting, landscaping, etc.
- The development agreement is not intended to replace the PUD zoning, but rather to emphasize the temporary nature of the request and to clearly document the intent of both the Developer and the City that the intention is to actively seek to redevelop the site.

The Director, in cooperation with the City Attorney's office, prepared a draft development agreement for consideration by the Green Bay Redevelopment Authority. The basis of that draft agreement was to allow the temporary uses conditioned upon the completion of a formal redevelopment plan for the site within three years of approval of the temporary PUD. At their meeting on Tuesday, October 19, 2021, the Redevelopment Authority approved the draft development agreement and recommended forwarding the agreement to Council for their consideration, as well as the review of the temporary PUD ordinance by Plan Commission and Council.

It is the Director's intent that both the request for the approval of a development agreement and the request for a temporary PUD go before the City Council at its November 2, 2021, meeting, and that the consideration of a temporary PUD be conditional upon approval and execution of a development agreement relating to the future redevelopment of the site.

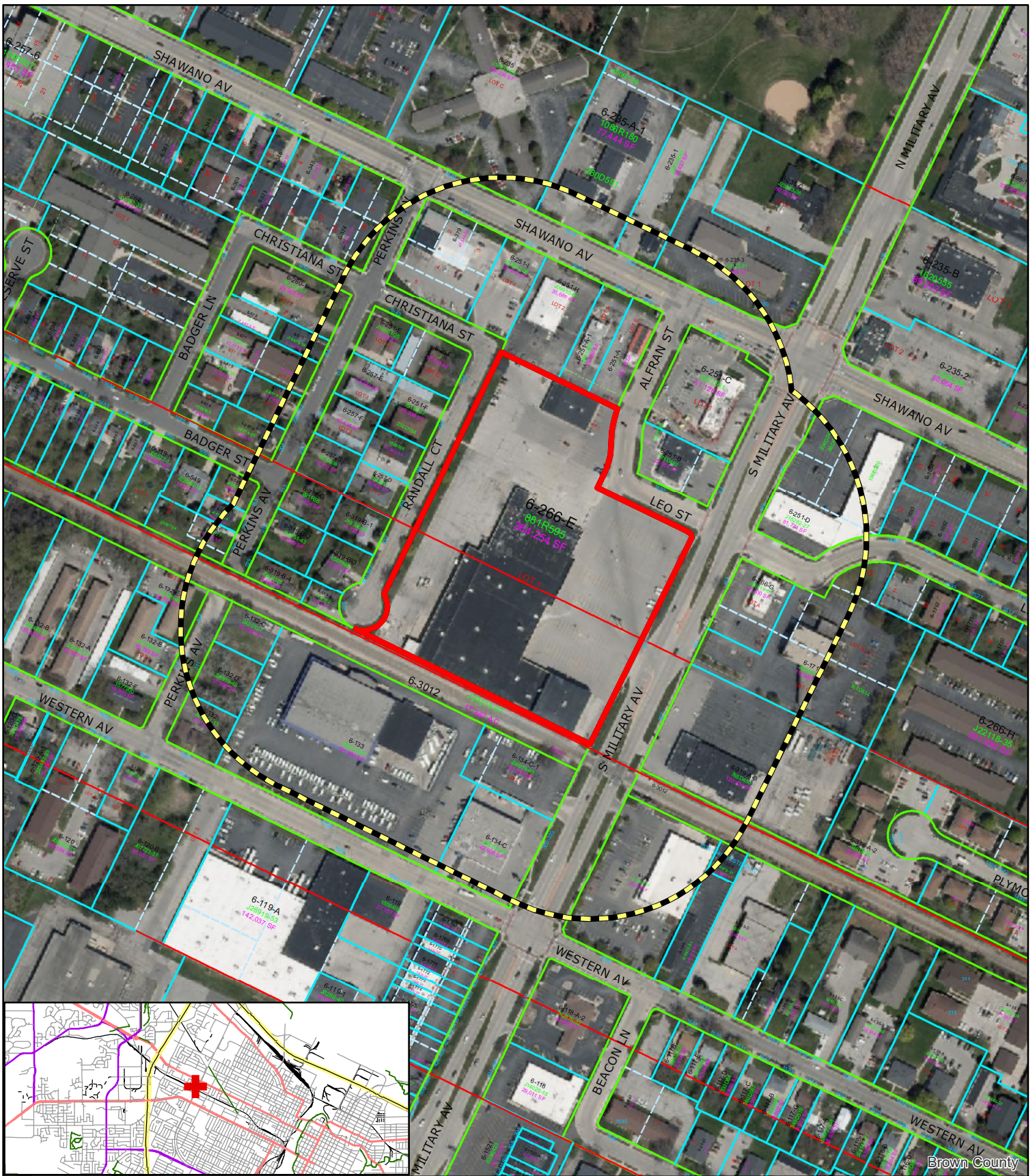
RECOMMENDATION

The Director's recommendation is to approve the temporary PUD for up to three years from the time of approval on the condition that a development agreement, with regard to the future redevelopment of the site is entered into by the Developer and the City.

FISCAL IMPACT

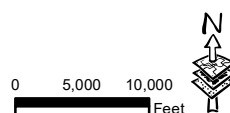
ATTACHMENTS

1. ZP 21-25 letter
2. ZP 21-25 PUD Application
3. DRAFT ZO 14-21 - PUD 216 S Military Ave



Zoning Petition (ZP 21-25)
Proposed Planned Unit Development (PUD)
216 South Military Avenue

- Subject Area
- 400' 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



320 South Military Avenue, Green Bay, WI 54303 | P.O. Box 11387, Green Bay, WI 54307
Phone: 920-494-3461 | Fax: 920-494-4177 | Website: www.hjmartin.com

Est. 1931

Residential Flooring | Shower Doors | Floorcare | Tiled Showers | Backsplashes | Accent Walls
Commercial Glass & Glazing | Walls & Ceilings | Flooring | Millwork Installation | Doors & Hardware | Floorcare
National Retail Solutions Construction Management | New Store Fixture Installation | Remodels & Rollouts
Casework Installation | Merchandising | Concrete Polishing

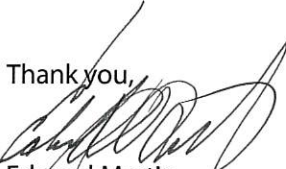
August 6th, 2021

City of Green Bay Department of Community and Economic Development
100 North Jefferson St.
Green Bay, WI 54301

Dear Economic Development Team and Planning Commission,

Based on the Mayor's recommendation, we met with Ted Matkom with Gorman & Company. We think highly of the Mayor's recommendation and Ted's development, however, we have a tenant for which we would like to pursue the PUD request. We can be flexible, while we are currently working for long term options such as Gorman and Company's development and other retail sites.

Thank you,



Edward Martin

920-490-3111 edward@hjmartin.com



320 South Military Avenue, Green Bay, WI 54303 | P.O. Box 11387, Green Bay, WI 54307
Phone: 920-494-3461 | Fax: 920-494-4177 | Website: www.hjmartin.com

Residential Flooring | Shower Doors | Floorcare | Tiled Showers | Backsplashes | Accent Walls
Commercial Glass & Glazing | Walls & Ceilings | Flooring | Millwork Installation | Doors & Hardware | Floorcare
National Retail Solutions Construction Management | New Store Fixture Installation | Remodels & Rollouts
Casework Installation | Merchandising | Concrete Polishing

August 3, 2021

City of Green Bay Department of Community and Economic Development
100 North Jefferson St.
Green Bay, WI 54301

Dear Economic Development Team and Planning Commission,

Thank you for considering H.J. Martin and Son's expansion plans based on the company's property purchases over the past 18 months. We are applying for a Planned Unit Development (PUD) for the former Shopko Property we purchased in 2020 located at 216 S. Military Ave., Green Bay, WI 54303 with the Parcel Number of 6-266-E.

The former Shopko property would be repurposed based on the following company needs:

- 36,060 square feet would be dedicated to helping build and educate H.J. Martin and Son's workforce
 - Currently, we have 600 installers nationwide and we have programs in place to work with our recent retirees and senior installers to educate the next generation of installers while focusing on continuous improvement
- 26,388 square feet would be utilized by a healthcare tenant and would move 10 permanent full time jobs to Military Avenue
 - The tenant would utilize office space, warehouse space, and a mechanics area to service their equipment
- 66,767 square feet of floor/non mezzanine space would be utilized as flooring storage

The intent of the PUD is to help utilize the existing building for short term uses to creative activity while heavily marketing the outlots towards Military Avenue.

We are asking for the PUD to remain valid for a period of 5 years from the date of approval, unless extended as agreed to by the Council. If construction on all three (3) outlots along Military Avenue as depicted on the attached diagram has not commenced during this period, this Planned Unit Development shall be void, the overlay designation removed and all uses of the land in violation of the then applicable zoning classification shall immediately cease, including the use of the land for employment educational and recruitment purposes and industrial/warehousing purposes as depicted on the attached diagram, unless a petition for a time extension has been granted by the Council. In the event construction on all three (3) outlots has commenced during this period, the portion of the land designated for employment educational and recruitment purposes and industrial/warehousing use on the attached diagram shall continue to be allowed to be used for such purposes. Further, except for trailers, trucks and equipment related to on-going construction on the land, during the period of this Planned Development Unit, semi-trailers, trucks and industrial equipment shall not be stored in the parking lot in front of the existing building facing Military Avenue.

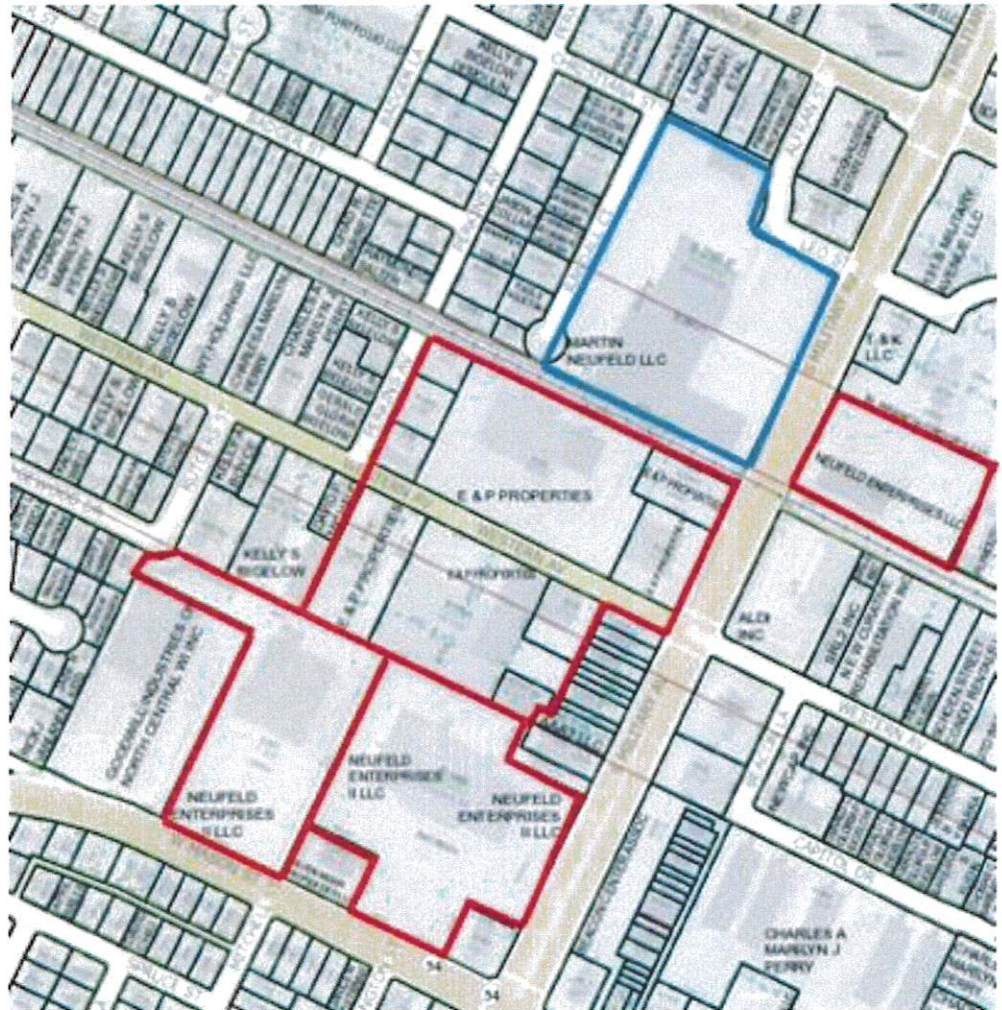
We plan to meet with the BID Board of Directors On Wednesday August 11th and will talk amongst the various neighborhood associations for their feedback and input.

Best,

David and Edward Martin
920.490.3104 david@hjmartin.com
920.490.3111 edward@hjmartin.com

KEY

Blue = PUD Request
Red = Company
Ownership





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): H.J. Martin and Son; David and Edward Martin Date: August 3, 2021
Email: david@hjmartin.com and edward@hjmartin.com Phone Number: 920.490.3104
Address: 320 South Military Avenue City: Green Bay State: WI Zip Code: 54303
Property Owner: Martin Neufeld, LLC Phone Number: 920.490.3104
Parcel Numbers (required): 6-266-E
Location of Property: 216 South Military Avenue, Green Bay, WI 54303

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, David and Edward Martin, 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 /)

Petitioner Signature(s):  

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

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

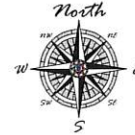
Attach maps and legal descriptions (required).

We would like to apply for a PUD on Parcel 6-226-E based upon the enclosed documentation.

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

ALTA / NSPS Land Title Survey

Lot 1, Volume 5, Certified Survey Maps, page 177, Map Number 1366, Document Number 802454, being part of Private Claim 1, West Side of the Fox River, and part of vacant strip, in the City of Green Bay, Brown County, Wisconsin.



RMA NOTES - 07-30-21
TOTAL LAND AREA =
364,049 S.F.
115,204 S.F. BUILDINGS (216 + 130)
248,845 S.F. LAND
17,748 S.F. GRASS(PERVUOUS)
231,097 S.F. IMPERVUOUS

RMA NOTES - 07-30-21
TOTAL PARKING STALLS FOR
130 S. MILITARY =
8 - TOTAL
7 STANDARD STALLS
1 HANDICAPPED (1 REQ'D)

RMA NOTES - 07-30-21
TOTAL PARKING STALLS FOR
216 S. MILITARY =
477 - TOTAL
463 STANDARD STALLS
14 HANDICAPPED (9 REQ'D)

RMA NOTES -07-30-21
BUILDING FOOTPRINT =
7,950 S.F. - CURRENT
USE - MERCANTILE

RMA NOTES -07-30-21
BELLIN - OFFICE AND
SMALL MEDICAL RETAIL
= 26,388 S.F.

RMA NOTES -07-30-21
PROPOSED OUT LOT #1
RESTAURANT/ RETAIL.

RMA NOTES -07-30-21
PROPOSED OUT LOT #2
RESTAURANT/ DRIVE THRU
- CARIBOU COFFEE.

RMA NOTES -07-30-21
H.J. MARTIN - TRAINING
AND EDUCATION
CENTER = 36,060 S.F.

RMA NOTES -07-30-21
BUILDING FOOTPRINT =
107,254 S.F.

RMA NOTES -07-30-21
PROPOSED OUT LOT #3
RESTAURANT/ RETAIL.

RMA NOTES - 07-30-21 LAND USE EXHIBIT

LEGAL DESCRIPTION
 Lot 1, Volume 5, Certified Survey Map, page 177, Map Number 1366, Document Number 802454, being part of Private Claim 1, West Side of the Fox River, and part of vacant strip, in the City of Green Bay, Brown County, Wisconsin.
 Parcel contains 364,049 sq. ft. / 8.36 acres, more or less.
 Parcel subject to easements and restrictions of record.
 This being the same property as described in Stewart Title Guaranty Company, Title Commitment Number 53461, dated January 31, 2020 at 10:29 AM.
 To: Stewart Title Guaranty Company, Liberty Title and Abstract, Inc., Shapiro Real Associates, North Audubon, LLC.
 This is to certify that this map or plan and the survey or plan is to be used in accordance with the 2016 Wisconsin Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 4, 7(a), 7(b)(1) & 19 of Table A thereof. The field work was completed on February 26, 2020.
 Date of Plot of Map: March 03, 2020

Steven M. Neufeld
 PLS-2275
 www.mau-associates.com

Site was shown covered at the time of field work

Subsequent to this survey

(1) Restrictive Covenants, Notes, Easements and any other matters as contained on the record plat or survey. See Map recorded in Vol. 5, Page 177, Map No. 1366 as Document Number 802454. (See above on survey)

RMA NOTES - 07-30-21
TOTAL BUILDING AREA = 120,630 S.F. - 100%
HJ MARTIN WAREHOUSE = 58,182 S.F. - 48%
HJ MARTIN ED. & TRAINING = 36,060 S.F. - 30%
BELLIN - OFFICE & MEDICAL RETAIL = 26,388 S.F. - 22%



DRAWING NO.
 S-3232

PROJECT NO.
 1 of 1

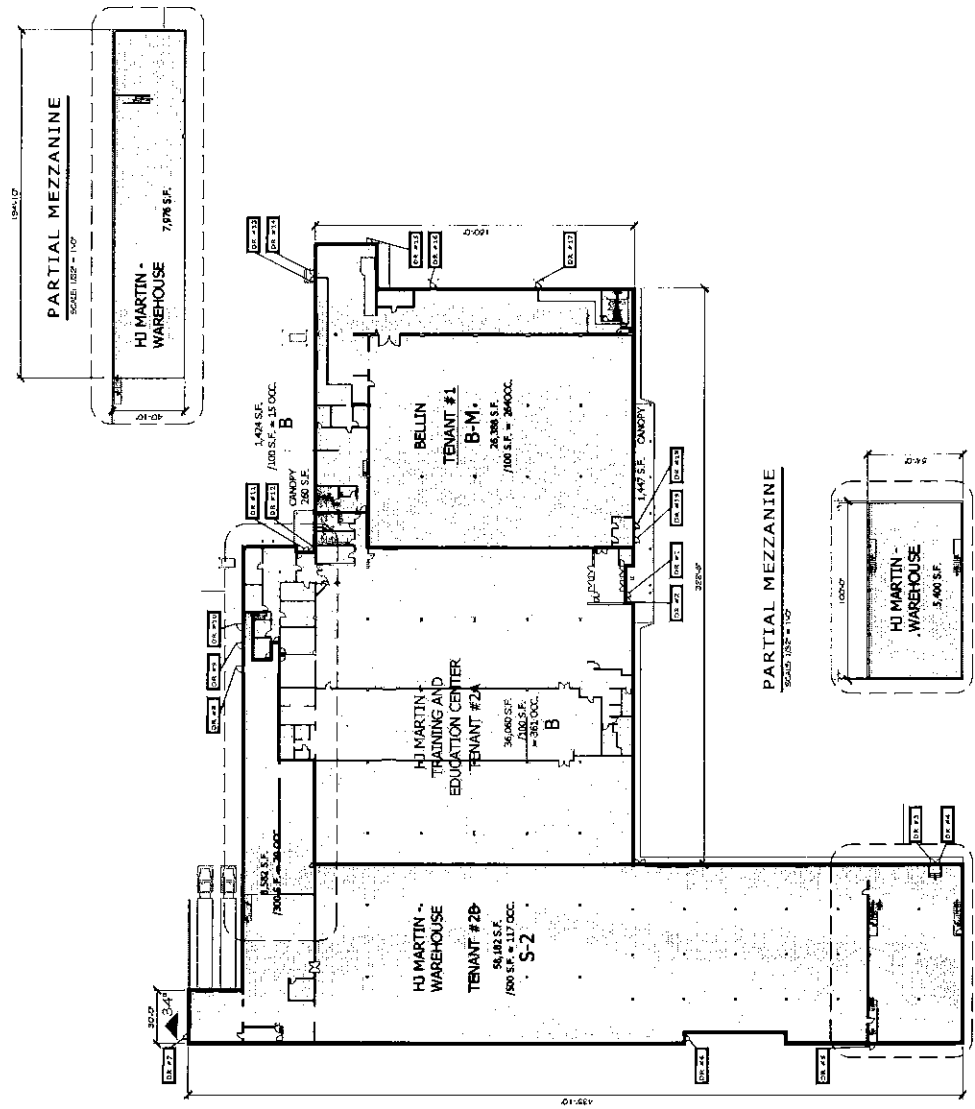
Martin Neufeld, LLC

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

TAX PARCEL NO. 6-264E
ALTA / NSPS
Land Title Survey
 Date File: H-1821346
 Plotwork Completed: 02/26/2020

SCALE
 1"=50'

REVISIONS	DRAWN BY TMM	DATE 06/14/21	PROJECT NO. 215014	A1.1EX
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USE FLOOR PLANS

107,254 S.F. + 13,376 S.F. = 120,630 S.F. TOTAL

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

PLAN NORTH

TRUE NORTH

USE EXHIBIT 07-30-21

ZONING ORDINANCE NO. 14-21

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
FOR 216 SOUTH MILITARY AVENUE
(ZP 21-25)

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

SECTION 1. Pursuant to Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Development (PUD) for 216 South Military Avenue on the following described property:

Legal Description: LOT 1 OF 5 CSM 177 BNG PRT OF PC 1 WSFR & BNG PRT OF VACANT STRIP, 364,254 SQ FT

Tax Parcel: 6-266-E

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as applicable, the following conditions are imposed on the PUD for 216 South Military Avenue. It is the intent of the Common Council that the conditions listed herein supersede any and all conditions previously imposed on said property.

- A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) is to permit the temporary uses listed below as a bridge to a future redevelopment of the site consistent with the City's 2022 Smart Growth Plan and the Military Avenue Corridor Redevelopment Plan land uses and under the terms of the Developer's agreement between the applicant and the Green Bay Redevelopment Authority.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
1. Warehousing, limited production, and educational/training facility uses contained within the former Shopko/grocery store for a period not to exceed 3 years.
 2. Uses as allowed under the Community Center Commercial (C3) district.
 3. Existing liquor store subject to the requirements of the Community Center Commercial (C3) district.
- C. Prohibited Uses.
1. Exterior storage of product/material/equipment.
 2. Sale or display of vehicles/equipment .
 3. Outdoor storage of vehicles exceeding 10,000 lbs. Gross Vehicle Weight (GVW).
 4. Accessory structures/uses.

- D. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be compliant with the Community Center Commercial (C3) district.
- E. Building & Site Maintenance. Existing buildings and grounds shall be maintained in good repair.
- F. Lighting. All lighting on the subject property shall be regulated as set forth in Chapter 44, Article V, Division 8, Green Bay Municipal Code.
- G. Signage. All signage for the current project shall be regulated as follows:
1. All signs shall be constructed and in compliance with the general sign standards in Chapter 30, Section 30-5, Green Bay Municipal Code.
 2. All signs shall be constructed and in compliance with the sign standards within the Community Center Commercial (C3) district, Chapter 30, Section 30-36, Green Bay Municipal Code.
- H. Site Plan Review & Standards
1. A site plan shall be submitted, reviewed, and approved pursuant to Chapter 44, Article XIX, Green Bay Municipal Code, for any change of use within the existing building consistent with the use(s) in Section 2 B. of this ordinance and referenced in Exhibit A.
 2. All service, loading, and refuse areas shall be screened in accordance with Section 44-1917, Green Bay Municipal Code.
 3. Any ground-mounted and/or roof-mounted mechanicals shall be screened in accordance with Section 44-1917, Green Bay Municipal Code.
- I. Parking/Pedestrian Access.
All parking shall be regulated as required in Chapter 44, Article XVIII, Green Bay Municipal Code, related to Off-Street Parking, Drives, and Loading.
- J. Any site modifications may require a stormwater management plan compliant with standards established by the City's Department of Public Works and shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 43, Article IV, Green Bay Municipal Code.
- K. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD is required.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto, shall run with and be jointly and severally binding upon the fee simple owner and

the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

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

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

APPROVED:

Mayor Eric Genrich

ATTEST:

Clerk

Attachments:
Exhibit A – Floor Plan



Report to the Green Bay Plan Commission

MEETING DATE

November 2, 2021

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # P.2

To repeal and recreate a Planned Unit Development (PUD) along the 2300-2400 Block of East Mason Street for East Town Mall, subject to the draft Planned Unit Development (PUD) and the following amendments:

1. Staff to adjust maps, exhibits, and text to address inclusion of parcels 21-126-9-1 and 21-126-13
2. The removal of "masonry" from Sections E.2.c.3, E.2.c.4, E.2.c.5, and E.2.c.6
3. The addition of the following statement at the end of Section D.1.a.: "The City of Green Bay must be a party to this easement."
4. Staff to amend Section E.2 and Exhibit D to add an allowable monument directory sign located at E. Mason Street and East Town Way, with a height not to exceed 12 ft.

BACKGROUND

Primary Address: 2300 - 2400 Block of East Mason Street

Aldersperson / District: Ald. Lynn Gerlach / District 3

Reason for Request: To recreate a PUD for clarity and to further development options.

Surrounding Zoning and Land Uses:

SUBJECT: Planned Unit Development (PUD), East Town Mall

NORTH: Office Residential (OR), Planned Unit Development (PUD), and Low-Density Residential (RI); Commercial Uses

SOUTH: Highway Commercial (C2) and Low-Density Residential (RI); Commercial and Residential Uses

EAST: Low-Density Residential (RI); Residential Uses

WEST: General Commercial (CI) and Light Industry (LI); Commercial and Storage Uses

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Commercial Uses. This PUD request is consistent with the recommendations of the Comprehensive Plan.

Report: The East Town Mall was established under a Planned Unit Development (PUD) in 1979 (ZO 38-79). Since then, that PUD has been amended 11 times: one amendment was to the boundaries, one amendment was for allowable uses, and the other nine were for signage. Planning Staff recommended a clean-up to this PUD because of the number of amendments. We are also interested in creating a PUD that allows for "in lot" developments, which would be parcels created with no public right-of-way access. While Planning Staff is generally against this type of lot development and is prohibited in our Subdivision Code (Chapter 36), we believe it will be successful at the East Town Mall campus. There is a large parking area within the East Town Mall campus, along with a "ring road" that allows access to the buildings from the

public right-of-ways. Staff has also added language to the draft PUD related to the addition of permanent recorded easements for these “in lots” to maintain continuous access. Draft PUD language is attached, including a location map and an exhibit for land uses.

Ald. Lynn Gerlach and adjacent property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff has received no objections or calls regarding this request.

RECOMMENDATION

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

FISCAL IMPACT

ATTACHMENTS

1. ZP 21-26 Map
2. DRAFT ZO 13-21 Repeal and Recreate East Town Mall PUD, 10.21.21
3. ZO 13-21 Exhibit A
4. ZO 13-21 Exhibit B
5. ZO 13-21 Exhibit C
6. ZO 13-21 Exhibit D

ZONING ORDINANCE NO. 13-21

AN ORDINANCE REPEALING ZONING ORDINANCES NOS. 38-79,
10-81, 01-87, 20-88, 12-89, 19-96, 13-97, 04-98, 19-98, 26-98, 08-00, AND 01-21
AND CREATING A PLANNED UNIT DEVELOPMENT (PUD)
FOR THE 2300-2400 BLOCK EAST MASON STREET, EAST TOWN MALL
(ZP 21-26)

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

SECTION 1. Zoning Ordinance No. 38-79, creating the Planned Unit Development (PUD) for the 2300-2400 block of East Mason Street, and all subsequent zoning ordinances amending it, including but not limited to ZO Nos. 10-81, 01-87, 20-88, 12-89, 19-96, 13-97, 04-98, 19-98, 26-98, 08-00, and 01-21, are hereby repealed. It is hereby declared to be the intention of the City of Green Bay that any Zoning Ordinances affecting said PUD not explicitly enumerated herein are likewise repealed in their entirety.

SECTION 2. Pursuant to section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, a Planned Unit Development for the 2300-2400 Blocks of East Mason Street is hereby created on the following described properties, collectively known as “East Town Mall”:

Legal Description: Those parts of Lots 28 and 29 of Astor’s Subdivision of Private Claims 3 through 7, East Side of Fox River, of Government Lot 1 and of the NE ¼ of the NW ¼ of Section 9, Township 23 North, Range 21 East, all lying in the City of Green Bay, Wisconsin described as:

Commencing at the southeast corner of Private Claim 7, East Side of Fox River; thence north 64°21’33” West 598.70 feet; thence North 43°33’47” West 33.37 feet to the easterly right-of-way line of U.S. Highway “141”; thence along said right-of-way North 11°13’00” West 660.52 feet; thence South 89°24’00” East 280.00 feet along the north line of Auto Plaza Way to the point of beginning; thence North 0°36’00” east 300.00 feet; thence North 89°24’00” West 313.49 feet to the east line of the frontage road; thence along said east line along the arc of a curve to the right with a radius of 597.79 feet and the chord of which bears North 12°59’58” West 37.19 feet; thence continuing along said east line North 11°13’00” West 68.00 feet; thence continuing along said east line along the arc of a curve to the right with a radius of 604.28 feet and the chord of which bears North 4°25’12” West 143.03 feet; thence continuing along said east line North 2°22’36” East 104.94 feet; thence continuing along said east line along the arc of a curve to the left with a radius of 87.57 feet and the chord of which bears North 1°25’43” East 2.90 feet; thence South 693.81 feet to the south line of Mason Street; thence along said south line South 63°49’30” East 20.00 feet; thence continuing along said south line South 66°51’59” East 376.91 feet; thence continuing along said south line South 89°05’47” East 97.12 feet; thence continuing along said south line South 89°36’59” East

434.67 feet; thence South 44°36'59" East 56.57 feet; thence South 89°36'59" East 70.00 feet; thence North 45°23'01" East 56.57 feet; thence South 89°36'59" East 1090.54 feet along the south line of Mason Street; thence South 89°48'27" East 52.91 feet; thence South 0°21'25" East 172.64 feet along the west line of the plat of "Scotland East"; thence North 89°38'35" East 9.11 feet; thence South 0°21'25" East 809.55 feet along the west line of said plat to the north line of the plat of "Pheasant Run East" thence along said north line and along the south line of the NE ¼ of the NW ¼ of Section 9 and the south line of Government Lot 1 and the north line of Auto Plaza Way, North 89°24'00" West 2484.45 feet to the point of beginning and containing 57.382 acres.

Tax Parcels: 21-126-4, 21-126-5, 21-126-6, 21-126-14, 21-126-15, 21-126-8, 21-126-9, 21-126-7, 21-126-3, 21-126-17, 21-126-13, 21-126-1, 21-126-2, 21-126-11-1, 21-126-11, 21-126-16, 21-126-10, 21-126-12

SECTION 3. Pursuant to Chapter 44, Article XX, et seq., Green Bay Municipal Code, as they apply, the following regulations are imposed:

- A. Purpose and Intent. The purpose and intent of repealing and recreating the Planned Unit Development (PUD) for East Town Mall is to update language that has received multiple amendments. This ordinance will clarify the signage allowance for the campus. It will also allow for the creation of "in lot" parcels on this campus in their vast parking areas. The PUD will unify the campus with consistent zoning standards and provide appropriate buffering to surrounding properties. The PUD boundaries are shown in Exhibit B.
- B. Permitted and Conditional Uses. The land uses which may be established and/or maintained on the subject property shall comply with uses as detailed under Community Center Commercial (C3) zoning, found in Chapter 33, Article VIII, Green Bay Municipal Code, with the following exceptions:
 - 1. Limited production and processing uses, as defined in Section 44-250, Green Bay Municipal Code, shall be permitted to be established and occupy the rear portion of the multiple tenant shopping mall building as depicted on Exhibit A, with the following conditions:
 - a. Retail and/or service businesses shall occupy the northern section of the building with individual storefronts and entrances directly adjacent to the parking area.
 - b. All outdoor display and storage associated with the limited production and processing uses on the property are prohibited.
 - c. Truck traffic, delivery staging, loading/unloading, or other accessory uses associated with the limited production and processing uses on the property are prohibited to the north of the Mall's façade.
 - d. Additional limited production and processing uses shall require a Conditional Use Permit to be established.
 - 2. Restaurants with a drive-through facility require a Conditional Use Permit to be established.

C. Prohibited Uses.

1. Automobile sales- used or new
2. Motor vehicle repair, major

D. Dimensional and Area Requirements. Dimensional and area requirements for structures on the subject property shall comply C3 zoning requirements, with the following exceptions:

1. Lots. “In Lot” parcels, as described as a buildable lot with no public right-of-way access, are allowed within the PUD area if fronting an approved semi-public road, as detailed in Exhibit C with the following regulations:
 - a. All semi-public roads must be created through a recorded permanent cross-access easement that includes public access and access to all adjacent parcels.
 - b. All semi-public roads shall be no less than 50-feet in width and shall not exceed 70-feet in width.
 - c. This PUD is only in effect if/when the semi-public roads detailed in Exhibit C are recorded with the Brown County Register of Deeds on all adjacent parcels as described in Section 3.D.1.a above. This PUD will be considered void if no recordation happens within twelve (12) months of the adoption of this PUD.
 - d. Additional semi-public roads shall be established only through amendment of this PUD and recording with the Brown County Register of Deeds on all adjacent parcels.
 - e. Information related to the maintenance of each semi-public road shall be approved by the City of Green Bay and recorded with the permanent cross-access easement.
 - f. All lot creation must be done according to Chapter 36, Green Bay Municipal Code, including the requirement that if five or more lots are to be created from a parent parcel within five (5) years, a subdivision plat is required. The requirement of public right-of-way frontage will be the only exception granted through this ordinance.
2. Setbacks and Lot Dimensions: All setbacks are as established under the C3 Zoning District, with the following exception:
 - a. “In Lot” parcels must have a minimum of a 60-foot frontage onto a semi-public road.
 - b. “In Lot” parcels shall have 6-foot side and rear setbacks.
 - c. “In Lot” parcels shall only have access on one semi-public or public road. No double-fronting parcels are permitted. However, corner lots are permitted.
3. Heights of Structures: Height requirements shall be regulated as specified within the C3 Zoning District.

E. Signage. All signage shall be regulated as follows:

1. New signs, including but not limited to freestanding and wall signs, shall conform to C3 Zoning District requirements, as specified in Chapter 30, Signs, and in accordance with the following:

- a. Freestanding signage is permitted for each “in lot” or parcel separate from the main mall structure in accordance with the following:
 1. There shall be a message panel/sign no greater than fifteen (15) feet in length by four (4) feet in height for a total of 60 square feet on one side. The message panel/sign may be two-sided, but may not have more than two sides. The message shall be limited to one business name per parcel and may consist of the business name and corporate logo. The corporate color scheme is permitted.
 2. The message panel/sign shall be directly mounted to a brick base ten (10) feet in length and three (3) feet in height. There shall not be any air space or opening between the message panel and the base. The texture, size, and color of the brick for the sign base shall be the same as that of the business structure on that parcel.
 3. The depth of the message panel/ sign and base shall not exceed two (2) feet. No message or logo shall be permitted on the depth of the sign.
 4. The signs shall be placed perpendicular to the street right-of-way or semi-public road. There shall be a ten-foot (10’) minimum setback from the street right-of-way or semi-public road. Only one (1) sign is permitted for each parcel. The message panel and base constitute a “sign.”
 5. The permitted freestanding signs shall be illuminated. All lighting shall be limited to the interior of the sign panels.
 6. All required dimensions or standards shall be no more or less than specified herein unless specifically stated.
 7. All signs are subject to sign permitting requirements.
 - b. Wall mounted signage for all principal buildings shall be restricted to the following:
 1. No more than 80 square feet of signage on any single wall.
 2. No more than 185 square feet of signage for all wall total.
 3. Accessory buildings shall not be allowed any signage.
2. Three (3) pylon directory signs are permitted for the whole of the East Town campus. Approved pylon directory sign locations are noted in Exhibit D. Pylon directory signs are further regulated as follows:
 - a. Any tenant of the main mall structure may have signage on the pylon directory signs. The color of each tenant panel shall bear the corporate colors of the tenant identified by the sign.
 - b. Any sign face changes require review and approval of a Sign Permit.
 - c. Any changes to the design, location, or size of the existing pylon directory signs requires review and approval of a Sign Permit and must conform to the following:
 1. These signs must remain perpendicular to the nearest public right-of-way.

2. These signs shall be no higher than 40 feet. The height of the sign shall be measured from the finish grade of the entrance at which it is located.
3. The base of the masonry column shall be no greater than six (6) feet in height and fourteen (14) feet in length.
4. The depth of the signs, base and masonry column, shall not exceed three (3) feet.
5. The masonry column shall be 24 feet in height and eight (8) feet in length.
6. The finish material and color of the masonry base and column shall be the same as the structural finish material of the mall building.
7. Each pylon directory sign must contain a campus identification portion that reads "East Town".
- d. Tenant panels on the pylon directory signs may be internally illuminated. No exterior lighting is permitted.
- e. Tenant panels may extend the full length of the pylon directory sign or may extend only halfway.
- f. Up to 25% of the pylon directory signs 2 & 3 may be used as a one-line multiple message sign. The design of the sign is subject to review and approval of the City. Multiple message signs are prohibited on pylon directory sign 1.

F. Site Plan Review & Standards

1. A site plan shall be submitted, reviewed, and approved in accordance with Chapter 44, Article XIX, Green Bay Municipal Code.
2. All service, loading and refuse areas shall be screened in accordance with Section 44-1917, Green Bay Municipal Code.
3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Section 44-1919, Green Bay Municipal Code.
4. All "In Lots" shall be curbed around the property line aside from approved driveway areas.

G. Parking, Pedestrian Access, and Traffic

1. All parking and loading requirements for uses in the C3 Zoning District shall be as set forth in Chapter 44, Article XVIII, Green Bay Municipal Code, relating to Off-Street Parking, Drives and Loading.
2. Access to the development shall be limited to East Mason Street, Main Street frontage road, and Auto Plaza Way.
3. Shared parking is encouraged as part of this development.
4. Pedestrian and bike access is required as detailed in Section 44-1819. "In lots" have the same requirements as a standard lot.

H. Landscaping/Transitional Yard

1. All landscaping requirements are established under the Community Center Commercial (C3) zoning, further described in Sections 44-1964 through 44-

1969, Green Bay Municipal Code, with the following exception:

- a. Any additional development within 100 feet of the eastern and southern boundaries adjacent to residentially zoned property shall require the installation of a minimum twenty-five-foot (25') wide landscaped area that includes a berm not less than four (4) feet in elevation next to the adjoining residential areas.

- I. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD.

SECTION 4. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 5. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 8. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 9. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

APPROVED:

Mayor Eric Genrich

ATTEST:

Clerk

Attachments:

Location Map

Exhibit A – Use Map

Exhibit B – Boundary Map

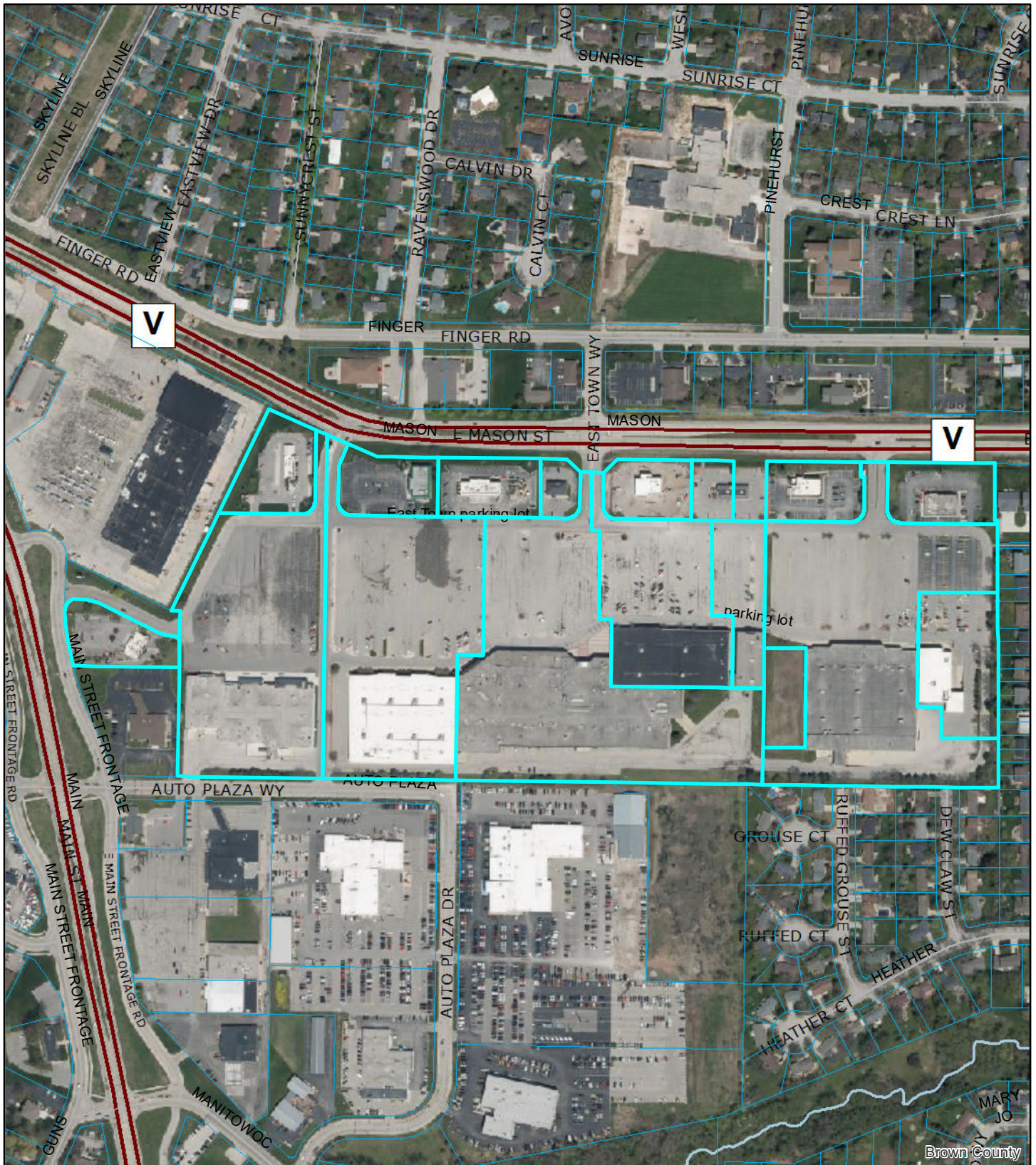
Exhibit C – Semi-Public Roads

Exhibit D – Pylon Sign Locations

DRAFT

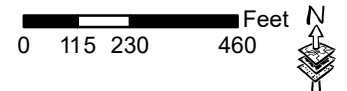
Exhibit A – Area Permitting Limited Production and Processing Uses



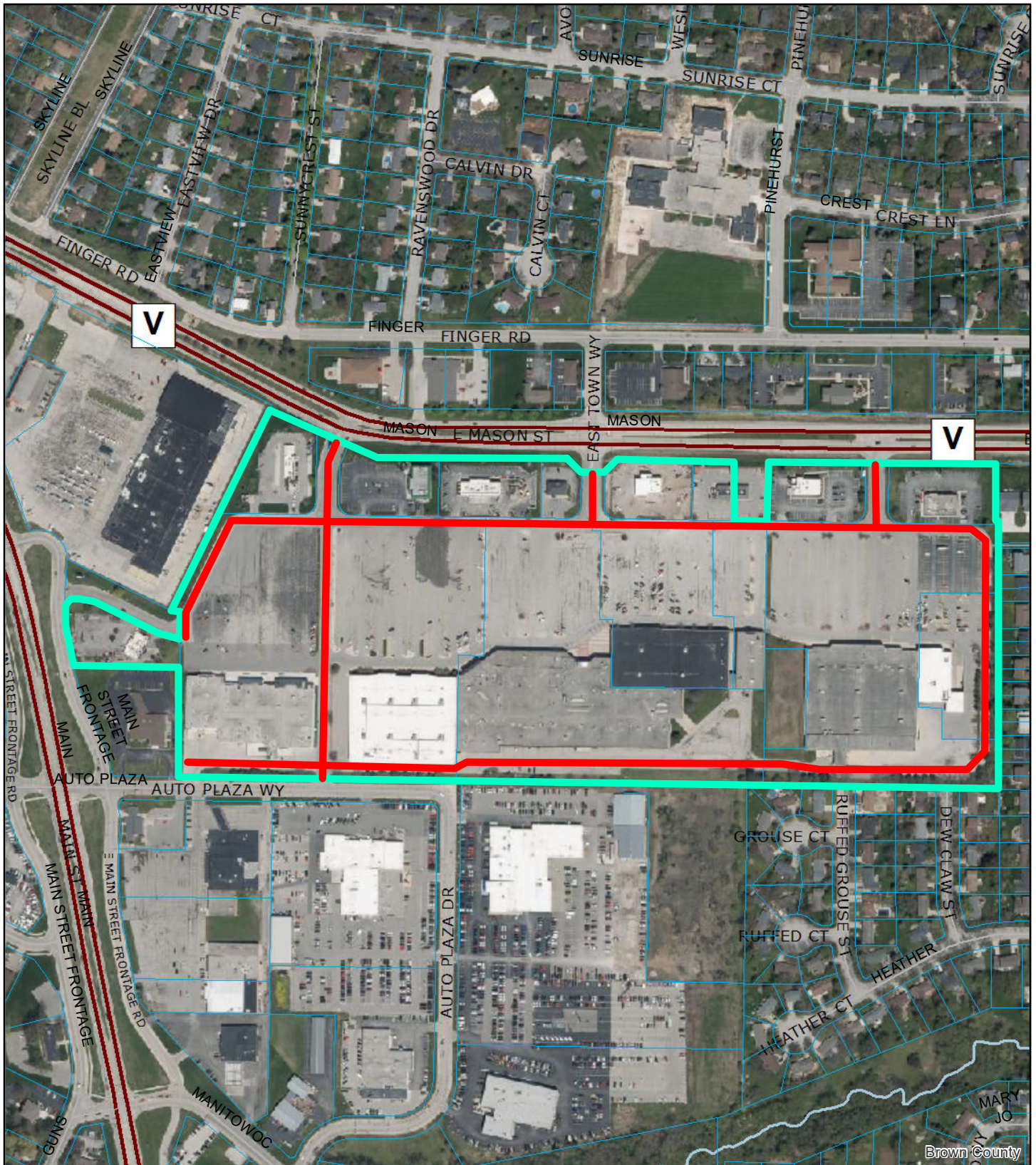


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(ZP 21-26) Exhibit B

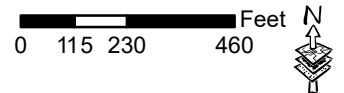


 Boundaries

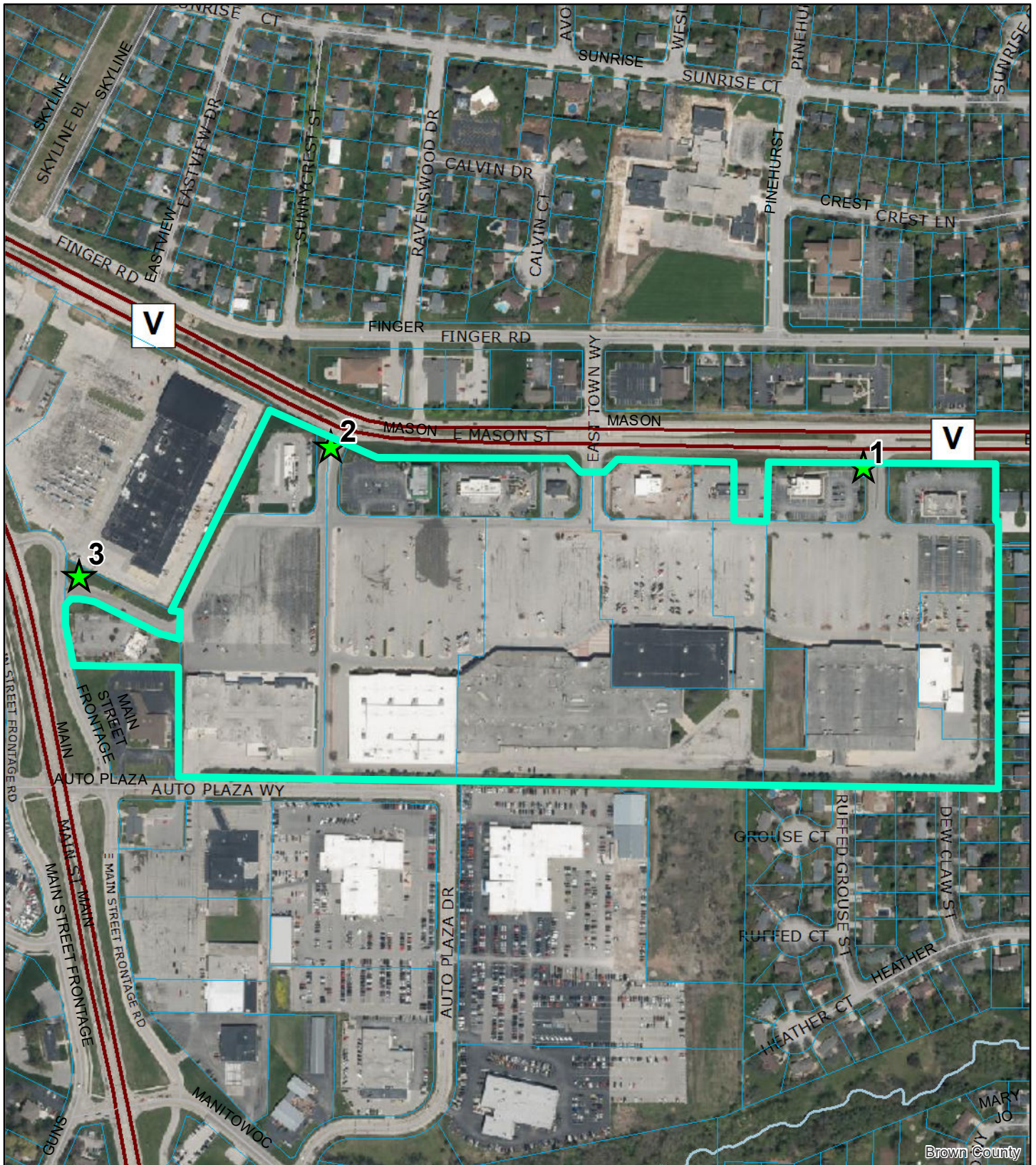


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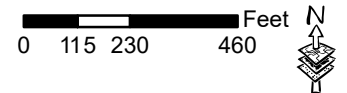
(ZP 21-26) Exhibit C



- Boundaries
- Easement; semi-public road



(ZP 21-26) Exhibit D



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. 20 Oct 2021 | X:\Planning\Basemaps\template_8.5x11.mxd

 Boundaries



Report to the Green Bay Plan Commission

MEETING DATE

November 2, 2021

PREPARED BY

David Buck, Staff

AGENDA ITEM # P.3

To approve the amendments to Article XVIII. Off-Street Parking, Drives, and Loading, Green Bay Municipal Code as proposed.

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 as well as to address staff schedules.**

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan does not provide specific guidance regarding particular text amendments. However, the principles contained in 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 but staff felt would be beneficial for more thorough discussion by the Commission, and one is contested.

Attached to this report please find the 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 & 7 (of the attached summary) including an example of pre- and post-amendment development and formalized code language/text. The item was brought back to the Plan Commission at the September 27, 2021, meeting where it was determined that driveways shall be allowed onto arterial roadways and that an easily interpreted distance for driveway location regulations be established, based on safety concerns expressed by the traffic engineer.**

Although Community Development and Engineering staff have a significant difference of

opinion on distances associated with different department objectives, the two departments worked together to develop a regulation that increases current driveway distance from intersections from 25 ft. from the property line and/or 35 ft. from the curb to a scale related to a speed limit ranging from 80 ft. – 425 ft. These distances are based on the “downstream” component of the WI Department of Transportation Facilities Development Manual. Additionally, several means of receiving relief from this regulation are incorporated, including an exception policy governed by the Department of Public Works through a traffic study. The Zoning & Planning Board of Appeals would also have the ability to vary the regulation in the case of hardship.

RECOMMENDATION

Approval of the proposed amendments to Article XVIII. Off-Street Parking, Drives, and Loading, Green Bay Municipal Code as proposed.

FISCAL IMPACT

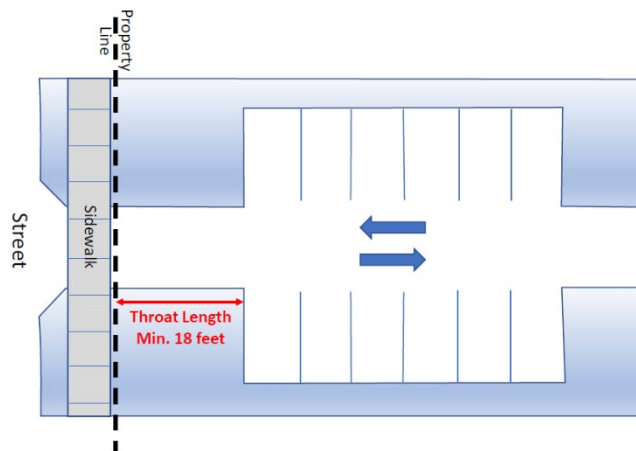
ATTACHMENTS

1. Summary of Amendments 10.19.21
2. GO 25-21 - Amend Ch 44 Art XVIII Parking Code
3. Chapter 44-1700 Off-Street Parking & Circulation_draft changes 10.19.21

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 32)
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 32)
3. **44-1693 (2)&(4)** – Remove requirement that vehicles be registered and/or have license plates. (Page 2 of 32)
4. **44-1694 (b)** – Allow permeable pavers systems per DNR technical standards. (Page 2 of 32)
5. **44-1694 (c)** – Clarification on size of wheel strips. (Page 2 of 32)
6. **44-1697 (1 & 2)** – Limit single and two-family uses to access local roads over collector or arterial roads unless they are the only available. (Page 3 of 32).
7. **44-1698** – Increase current driveway distance from intersections from 25' from property line and 35' from curb to a scale based on speed limit ranging from 80' – 425'. (Page 3 & 4 of 32).
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 13 of 32)
9. **44-1746** – Allow 24" of additional pavement beyond garage doors for s-f/2-f. (Page 13 of 32)
10. **44-1746 (3)(c)** – Remove requirement to use a vehicle trespass "block" on res. driveway taper, unless it becomes an issue. (Page 15 of 32)
11. **44-1747 (b)(1)** – Define s-f/2-f open parking stall to be 8' X 15'. (Page 19 of 32)
12. **44-1747 (e)** – Remove screening requirement for open parking on s-f/2-f uses. (Page 21 of 32)
13. **44-1773 (b)(2)** – Remove buffer requirements for parking lots abutting a street (Page 23 of 32)
14. **44-1774 (g)** – Add a 18' driveway throat length for m-f/non-res parking lots. (Page 25 of 32)



GENERAL ORDINANCE NO. 25-21

AN ORDINANCE AMENDING CHAPTER 44, ARTICLE XVIII, GREEN BAY MUNICIPAL CODE, RELATING TO OFF-STREET PARKING, DRIVES AND LOADING

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

SECTION 1. Section 44-1691, Green Bay Municipal Code, is hereby amended as follows:

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 is not exposed. Maintenance and repair that ~~expose~~ **exposes** the base material (**typically crushed stone/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 ~~greater~~ **less**.
- (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.

SECTION 2. Section 44-1693, Green Bay Municipal Code, is hereby amended as follows:

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 **such as washing, changing fluids, rotating tires, etc.,** of licensed operable vehicles, **as described in this section,** 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.

SECTION 3. Section 44-1694, Green Bay Municipal Code, is hereby amended as follows:

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 **twelve (12) to but no greater than eighteen (18)** inches in width.

SECTION 4. Section 44-1697, Green Bay Municipal Code, is hereby amended as follows:

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.~~

- ~~(1a) No new development or fully redeveloped site shall be permitted driveway access onto any right-of-way for which the city has jurisdiction that is classified as an arterial street, unless said arterial street is the only frontage available.~~ **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)~~**b** 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 **unless the property or development site is fully reconstructed, in which case the driveway access limitations of this article shall be in full effect.**

(4c) Exception to this limitation is permitted if determined by the Department of Public Works based on findings of a traffic impact analysis **or traffic study.**

SECTION 5. Section 44-1698, Green Bay Municipal Code, is hereby amended as follows:

Sec. 44-1698. Access distance from intersections.

(a) Driveway approaches measured along the property line shall be a minimum **distance from the** intersection of the street right-of-way lines on a corner lot **based on roadway design speed/speed limit, as specified in the table below** or 35 feet from the point of intersection of the face of the curbs, whichever is greater. See Figure 1: Access Distance from Intersections.

<u>Roadway Design Speed (MPH)</u>	<u>Distance to Driveway Edge</u>
<u>15</u>	<u>80 feet</u>
<u>20</u>	<u>115 feet</u>
<u>25</u>	<u>155 feet</u>
<u>30</u>	<u>200 feet</u>
<u>35</u>	<u>250 feet</u>
<u>40</u>	<u>305 feet</u>
<u>45</u>	<u>360 feet</u>
<u>50</u>	<u>425 feet</u>

(b) Should the property being accessed by the driveway not have sufficient frontage to comply with the minimum distance specified in these regulations, the driveway

will be placed the furthest distance possible with the understanding that code required setbacks, transitional yards, etc. must be established/maintained.

Removed: "Figure 1: Access Distance From Intersections"

SECTION 6. Section 44-1726(g), Green Bay Municipal Code, is hereby amended as follows:

- (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~~ **fewer** 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.

SECTION 7. Section 44-1746, Green Bay Municipal Code, is hereby amended as follows:

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 of 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.
 - 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.

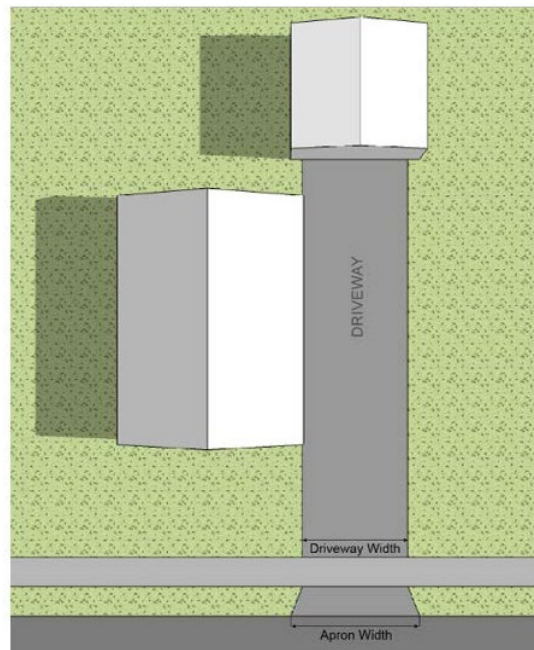


Fig. 3.A: Single & Two-Family Drive Width—Standard

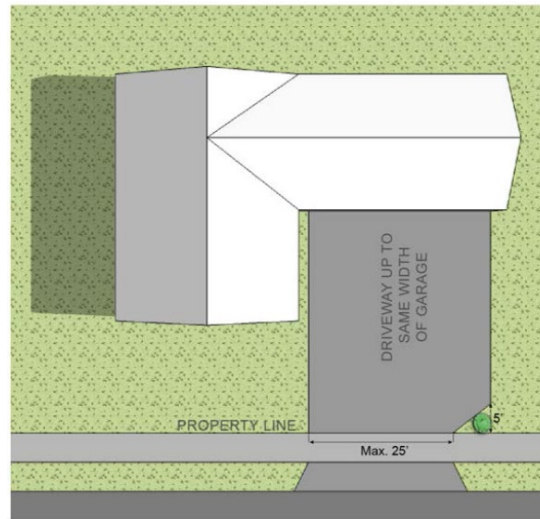


Fig. 3.B: Single & Two-Family Drive Width—Enlarged with Taper

- 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. Said **If said** taper "triangle" shall contain **is found to be driven over and in a deteriorated state, the City may require the installation of** 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.

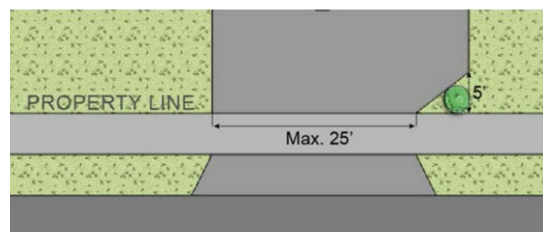


Fig. 3.C: Single & Two-Family Drive Width—Taper Detail

- 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 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.

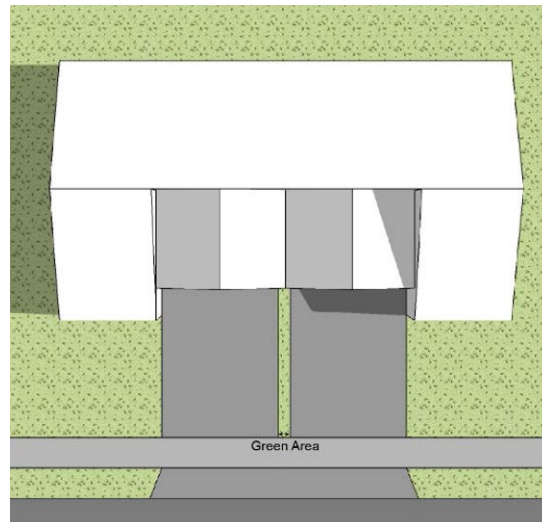


Fig. 4: Two-Family Drive Separation

- 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.

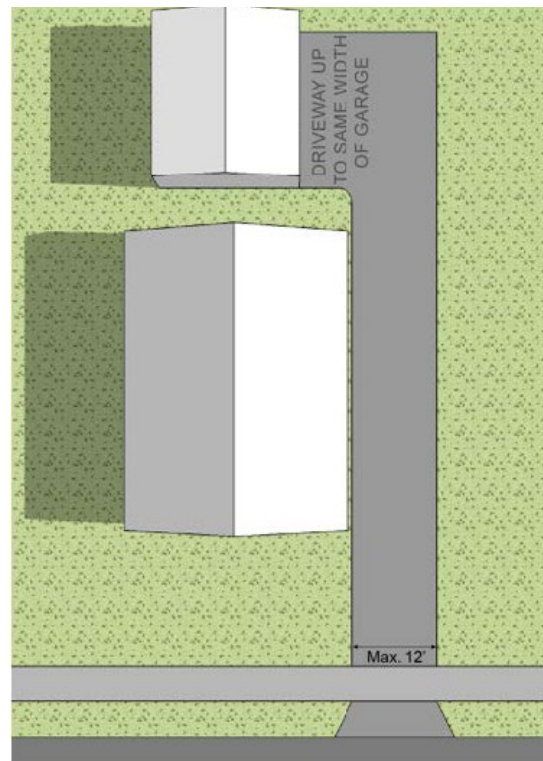


Fig. 5.A: Alternative Single & Two-Family Drives—Side Loading

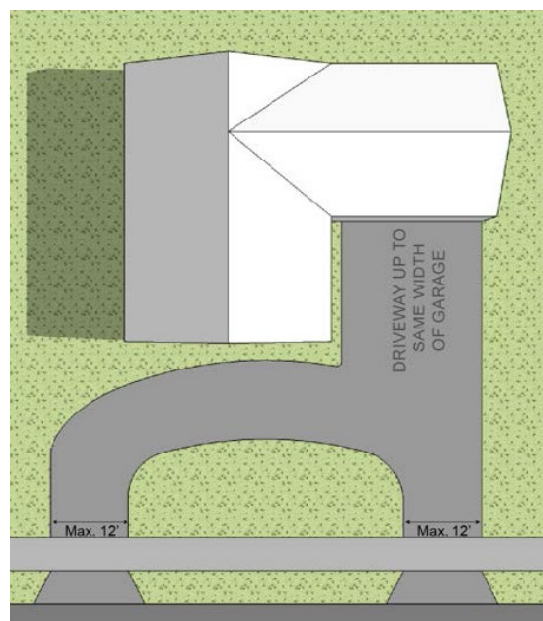


Fig. 5.B: Alternative Single & Two-Family Drives—Circular

- 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.

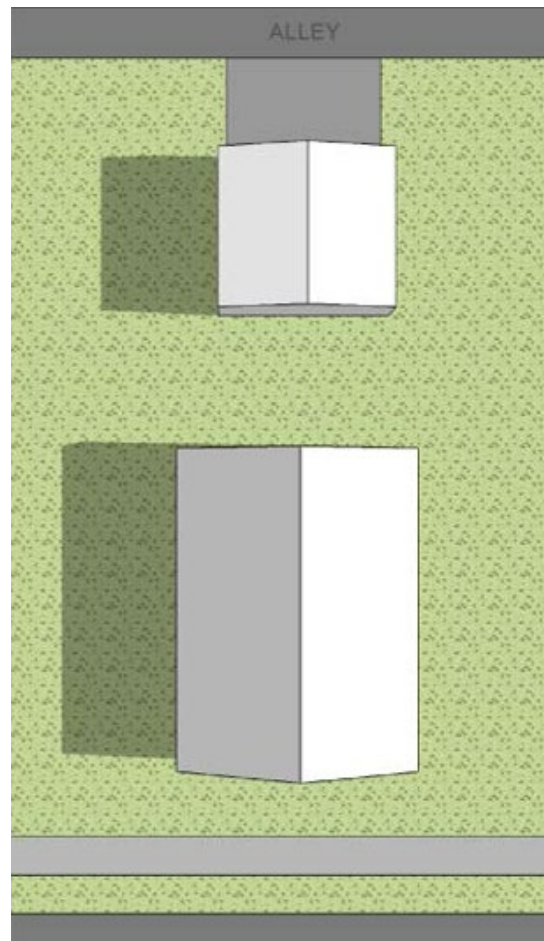


Fig. 5.C: Alternative Single & Two-Family Drives—Alleys

- h. In no case shall the maximum driveway width be cumulatively greater than 50 percent of the lot frontage.

SECTION 8. Section 44-1747, Green Bay Municipal Code, is hereby amended as follows:

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.
- (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 spaces **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.

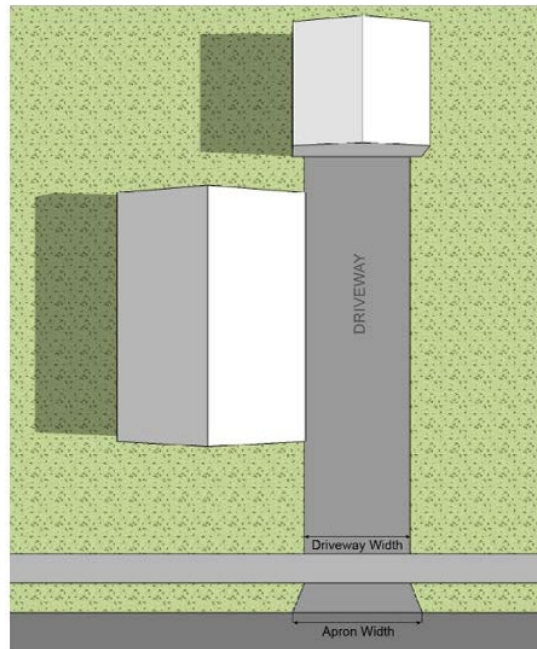


Fig. 6.A: Single & Two-Family Parking Space—Garage

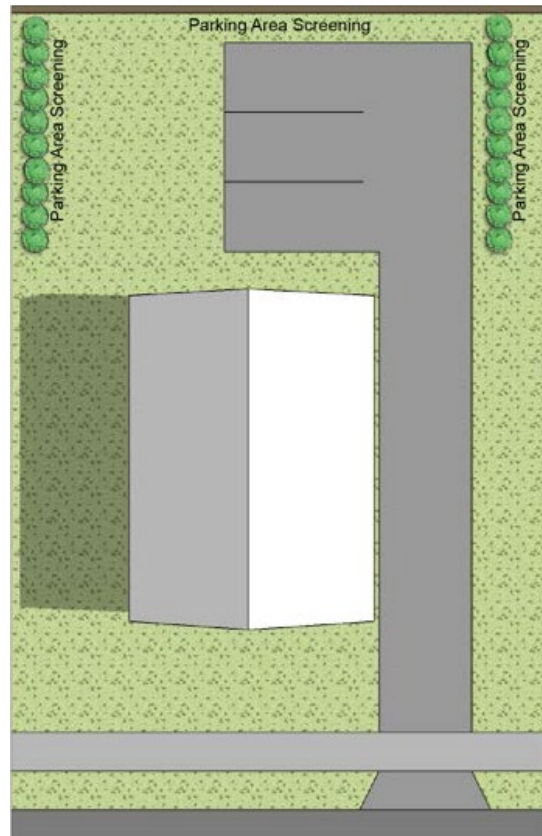


Fig. 6.B: Single & Two-Family Parking Space—Uncovered

- (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).

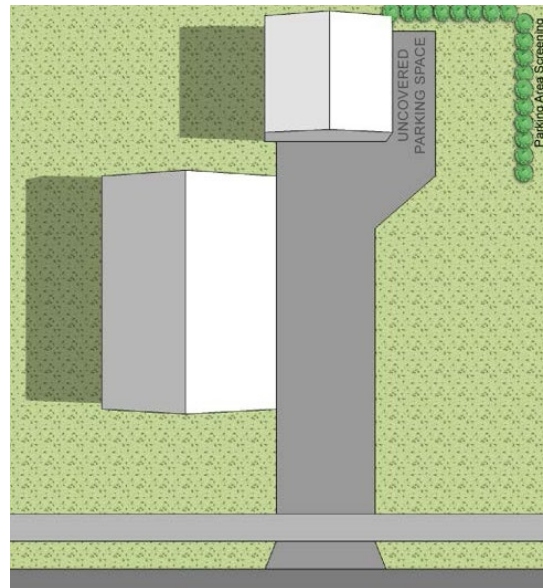


Fig. 7: Single & Two-Family Parking Space Beside Garage

- a. 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.
- b. 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.
- c. 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:
 - 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.

SECTION 9. Section 44-1773, Green Bay Municipal Code, is hereby amended as follows:

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 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) If the property or development site is unable to meet the access limitations regulations of Section 44-1698, then only one two-way driveway or two one-way driveways shall be permitted.

(45) 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 curblines shall be no less than 15 feet. Minimum distance between two-way drives at the curblines 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
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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
All	35 feet	45 feet

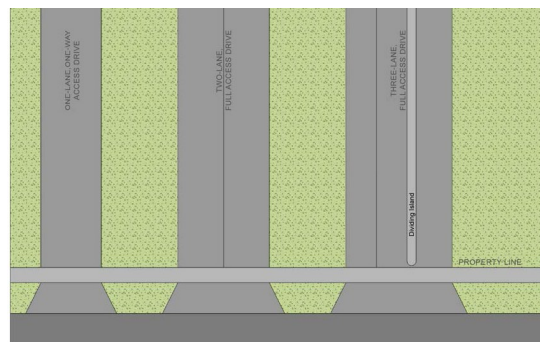


Fig. 8: One-Lane, Two-Lane & Three-Lane Access Drive Detail

(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.

SECTION 10. Section 44-1774, Green Bay Municipal Code, is hereby amended as follows:

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.
 - b. To prevent the loss of required internal circulation aisles.

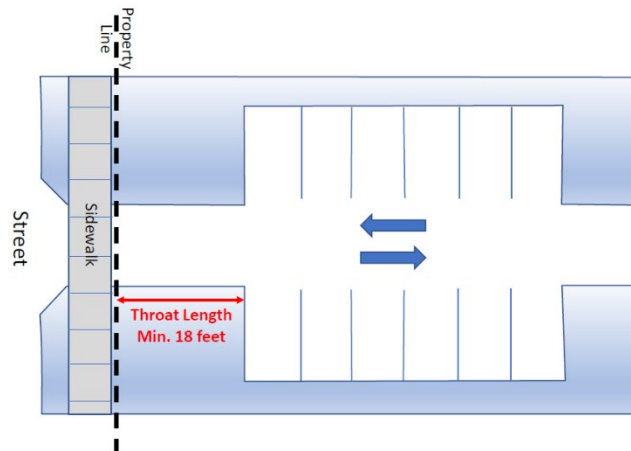
- (c) *Circulation.* Parking facilities shall be designed to provide for the safe and efficient movement of all traffic entering, exiting, and circulating on the site. Circulation patterns shall conform to the general rules of the road. All traffic control measures shall meet the requirements of the 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 **in the follow table, as shown in** Figure 9: Parking Space Design Standards.

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.

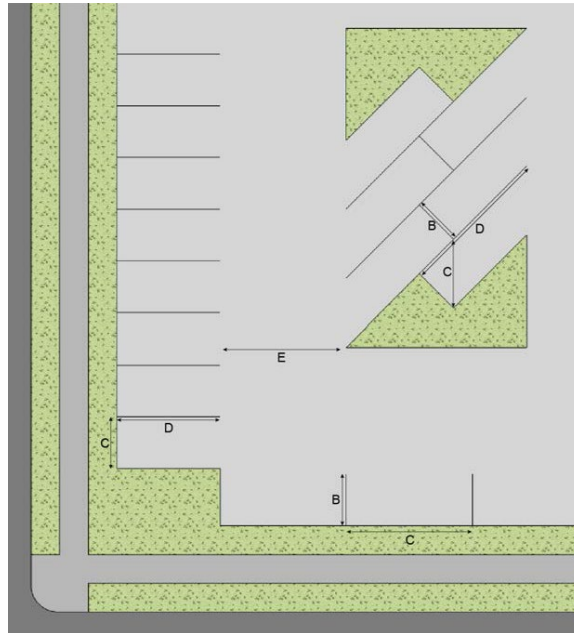


Fig. 9: Parking Space Design Standards

SECTION 11. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 12. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

APPROVED:

Mayor

ATTEST:

Clerk

DB:

11/2/21

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 is not exposed. Maintenance and repair that exposes the base material (typically crushed stone/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)

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)

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.~~

- ~~(1a) 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. No new development or fully redeveloped site shall be permitted driveway access onto any right of way for which the city has jurisdiction that is classified as an arterial street, unless said arterial street is the only frontage available.~~
- ~~(2b) 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.~~ [DB1]
- ~~(3b) 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 unless the property or development site is fully reconstructed, in which case driveway access limitations of this article shall be in full effect.~~
- (4c) Exception to this limitation is permitted if determined by the Department of Public Works based on findings of a traffic impact analysis or traffic study.

(Ord. No. 19-19 , §1(13-1709), 9-17-2019)

Sec. 44-1698. Access distance from intersections.

- (a) Driveway approaches measured along the property line shall be a minimum distance 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 as specified in the table below (based on roadway design speed/speed limit):-~~

<u>Roadway Design Speed (MPH)</u>	<u>Distance to Driveway Edge</u>
<u>15</u>	<u>80 feet</u>
<u>20</u>	<u>115 feet</u>
<u>25</u>	<u>155 feet</u>
<u>30</u>	<u>200 feet</u>
<u>35</u>	<u>250 feet</u>

<u>40</u>	<u>305 feet</u>
<u>45</u>	<u>360 feet</u>
<u>50</u>	<u>425 feet</u>

(b) -Should the property being accessed by the driveway not have sufficient frontage to comply with the minimum distance specified in these regulations, the driveway will be placed the furthest distance possible with the understanding that code required setbacks, transitional yards, etc. must be established/maintained.

(a)

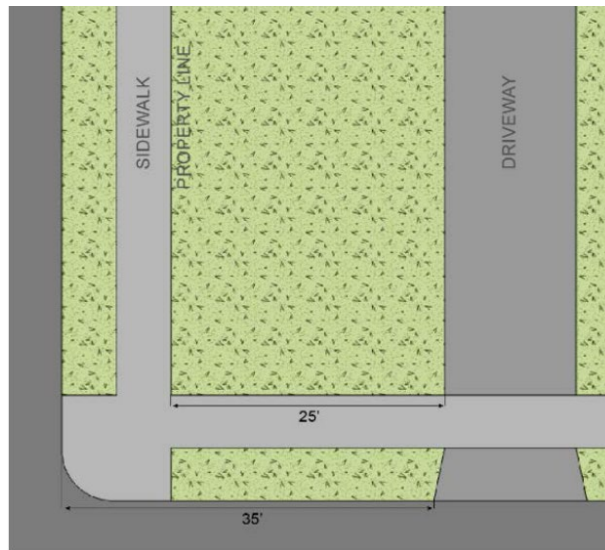


Figure 1: Access Distance From Intersections

(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.
 - (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/boarding 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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	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.	
Commercial	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.	

- (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.

- 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.

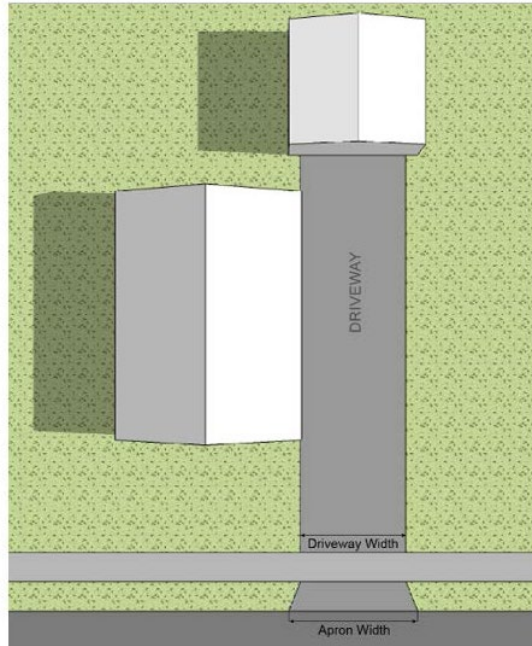


Fig. 3.A: Single & Two-Family Drive Width—Standard

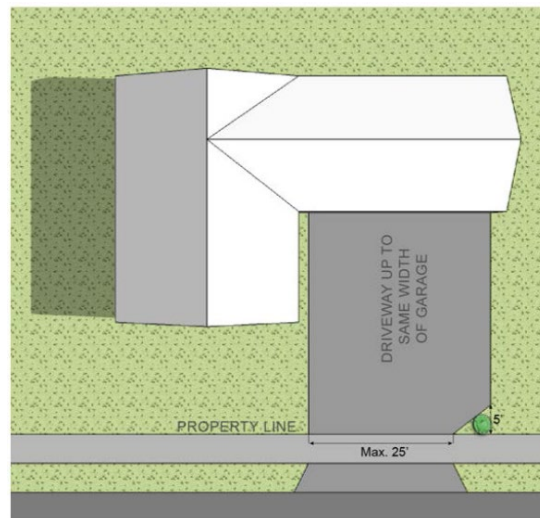


Fig. 3.B: Single & Two-Family Drive Width—Enlarged with Taper

- 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.

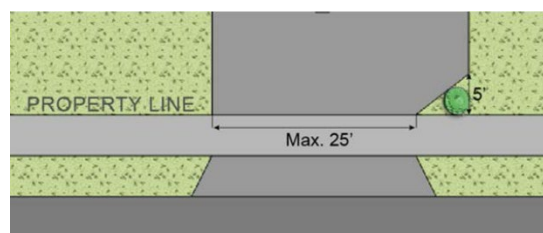


Fig. 3.C: Single & Two-Family Drive Width—Taper Detail

~~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

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.

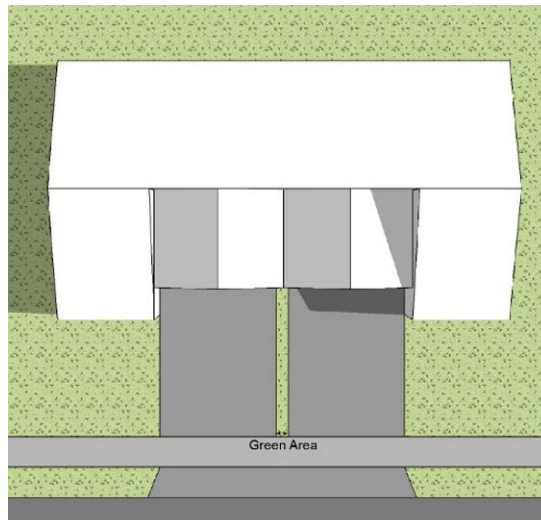


Fig. 4: Two-Family Drive Separation

- 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.

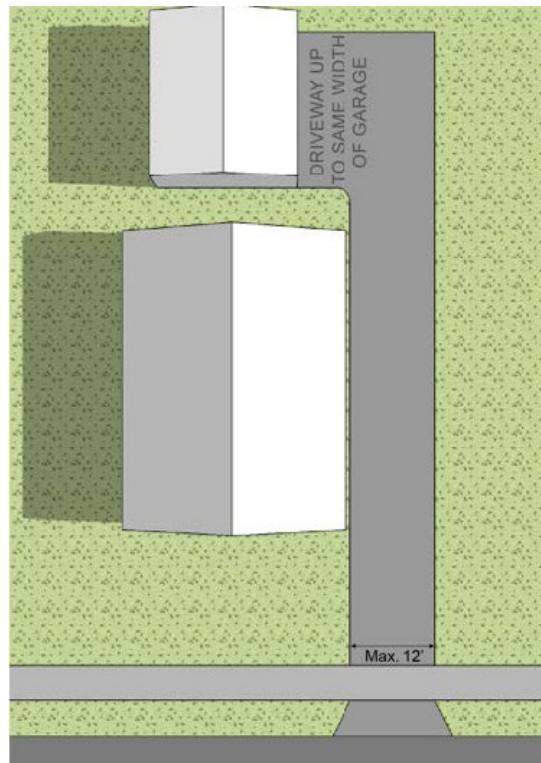


Fig. 5.A: Alternative Single & Two-Family Drives—Side Loading

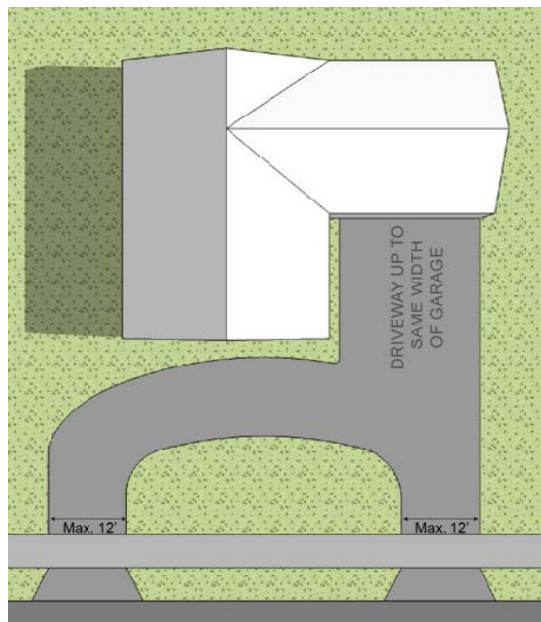


Fig. 5.B: Alternative Single & Two-Family Drives—Circular

- 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.

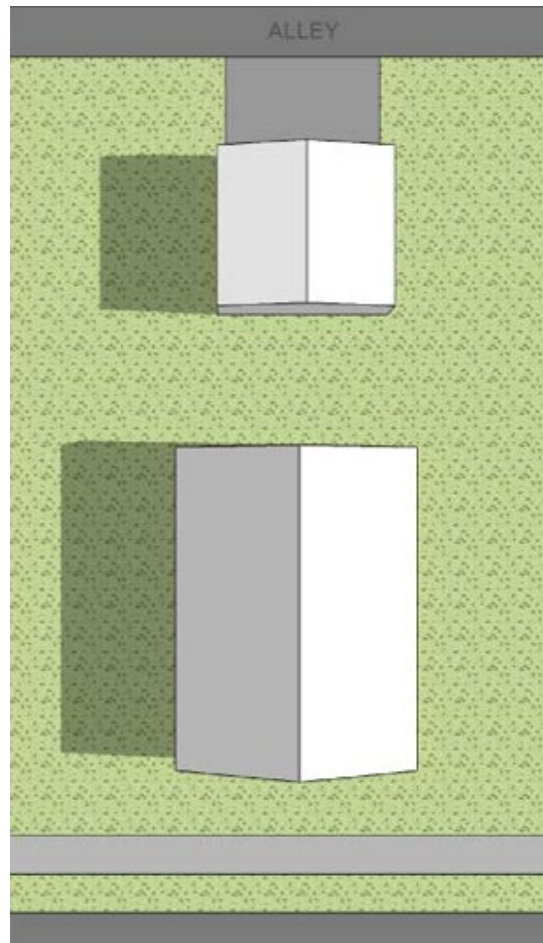


Fig. 5.C: Alternative Single & Two-Family Drives—Alleys

- 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.

- (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.

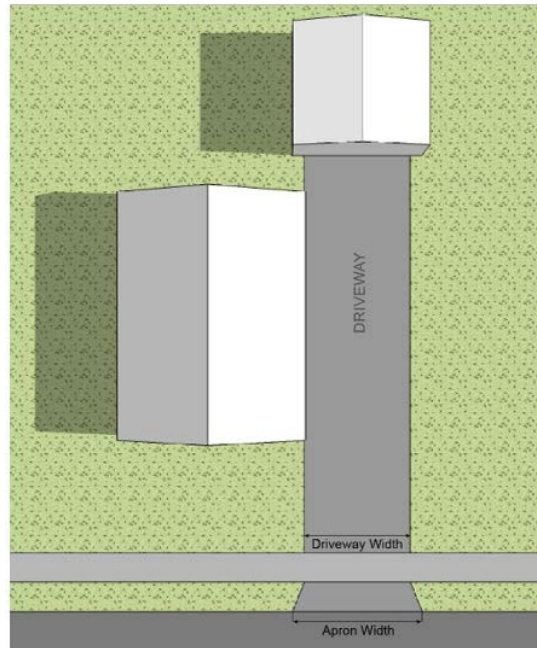


Fig. 6.A: Single & Two-Family Parking Space—Garage

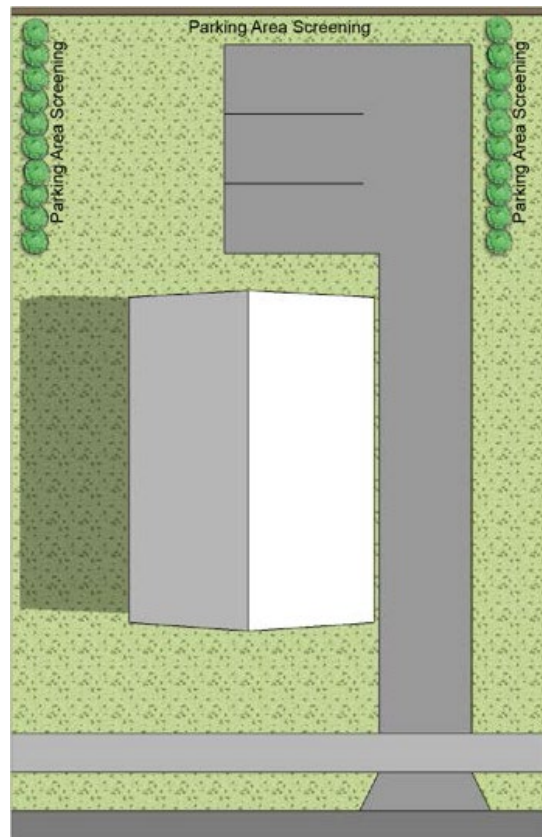


Fig. 6.B: Single & Two-Family Parking Space—Uncovered

- (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).

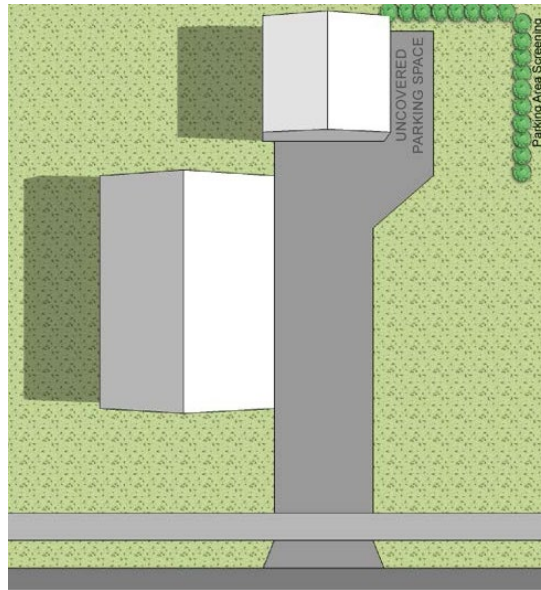


Fig. 7: Single & Two-Family Parking Space Beside Garage

- 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:

- 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

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) If the property or development site is unable to meet the access limitations regulations of Section 44-1698, then only one two-way driveway or two one-way driveways shall be permitted.

(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).*

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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
All	35 feet	45 feet

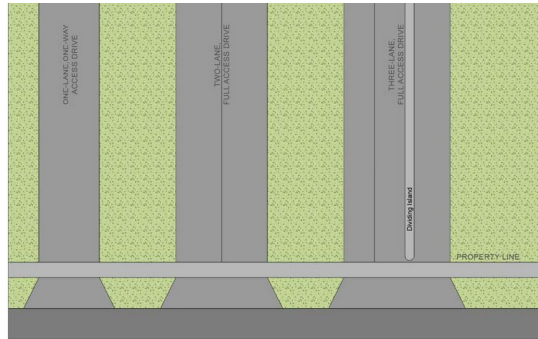


Fig. 8: One-Lane, Two-Lane & Three-Lane Access Drive Detail

- (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.

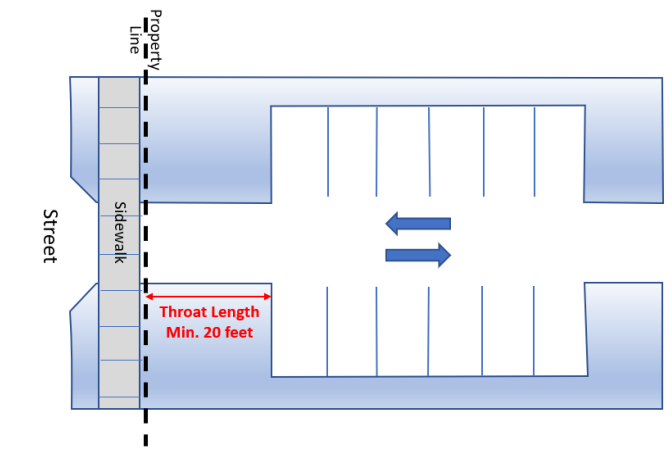
(Ord. No. 19-19 , §1(13-1717), 9-17-2019)

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.
- 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.

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.

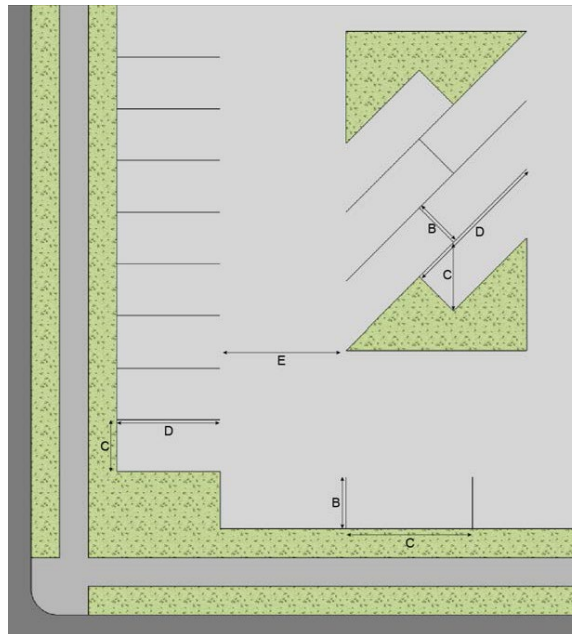


Fig. 9: Parking Space Design Standards

(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)

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.*

- (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.

- (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)



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # R.1

To receive and place on file the report by the Police Department of the 2021 3rd quarter serious injury and fatal crashes.

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

- I. 3rd QRT FATAL 2021



Green Bay Police Department Operations Division



Lieutenant M. Sobieck

Email: Mike.Sobieck@greenbaywi.gov

920-448-3200 ext 0921

Third Quarter Fatal/Serious Crashes (July 1st – September 30th, 2021)

No fatal or serious injury accidents occurred in Green Bay for the third quarter of 2021.



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # R.2

To refer to staff for study the request by Ald. Dorff to review the 40 mph speed limit on Church Road and reduce it to 35 mph.

BACKGROUND

Church Rd is a local street with shoulders and ditches in an outlying area of our city. The north side of the street is predominantly undeveloped. Over the past years, many new homes have been constructed between Durham Rd and Sussex Rd.

RECOMMENDATION

Refer to staff to conduct a speed zone study of Church Road from Nicolet Drive to the east corporate limit near Bay Settlement Road.

FISCAL IMPACT**ATTACHMENTS**

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # R.3

To establish a ONE-WAY STOP condition on Gilbert Drive at Ontario Road and adopt by ordinance.

BACKGROUND

Gilbert Dr, a residential street, was recently extended east from Gilbert Ct to Ontario Rd, a collector street. Given the new intersection is between residential and collector streets, the collector street traffic needs to have priority right-of-way over the residential street. A STOP sign is the appropriate type of intersection control for this setting. There is no need for a 90-day trial as a ONE-WAY STOP condition is common for this type of intersection.

RECOMMENDATION

To establish a ONE-WAY STOP condition on Gilbert Drive at Ontario Road, and adopt by ordinance.

FISCAL IMPACT**ATTACHMENTS**

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # R.4

To receive and place on file the request by Ald. Dorff on behalf of the Board of Directors at The Preserve for staff to conduct a speed study of Whittier Drive from Huron Road to Erie Road.

BACKGROUND

RECOMMENDATION

Speed board information is attached to the agenda packet.

FISCAL IMPACT

ATTACHMENTS

- I. Whittier-Bedford RD WB



Start: 2021-10-04
End: 2021-10-12
Times: 0:00-23:59

Compliance & Risk Report

Whittier Dr/Bedford Rd, WB

Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

Speed Range: 1 to 100

Time View: By Hour (Avg Volumes)

Time	Speed Limit	Mode	Compliant	Low Risk	Medium Risk	High Risk	Total Num Vehicles
0:00	35	Speed Display	1	0	0	0	1
1:00	35	Speed Display	0	0	0	0	0
2:00	35	Speed Display	0	0	0	0	0
3:00	35	Speed Display	0	0	0	0	0
4:00	35	Speed Display	1	0	0	0	1
5:00	35	Speed Display	3	0	0	0	3
6:00	35	Speed Display	5	0	0	0	5
7:00	35	Speed Display	10	1	0	0	11
8:00	35	Speed Display	4	1	0	0	5
9:00	35	Speed Display	6	1	0	0	7
10:00	35	Speed Display	6	2	0	0	8
11:00	35	Speed Display	9	2	0	0	11
12:00	35	Speed Display	9	2	0	0	11
13:00	35	Speed Display	8	3	0	0	11
14:00	35	Speed Display	9	2	0	0	11
15:00	35	Speed Display	10	2	0	0	12
16:00	35	Speed Display	11	2	0	0	13
17:00	35	Speed Display	12	3	0	0	15
18:00	35	Speed Display	9	1	0	0	10
19:00	35	Speed Display	5	0	0	0	5
20:00	35	Speed Display	4	1	0	0	5
21:00	35	Speed Display	3	1	0	0	4
22:00	35	Speed Display	1	0	0	0	1
23:00	35	Speed Display	1	0	0	0	1
Average			5	1	0	0	6



Start: 2021-10-04
End: 2021-10-12
Times: 0:00-23:59

Compliance & Risk Report

Whittier Dr/Bedford Rd, WB

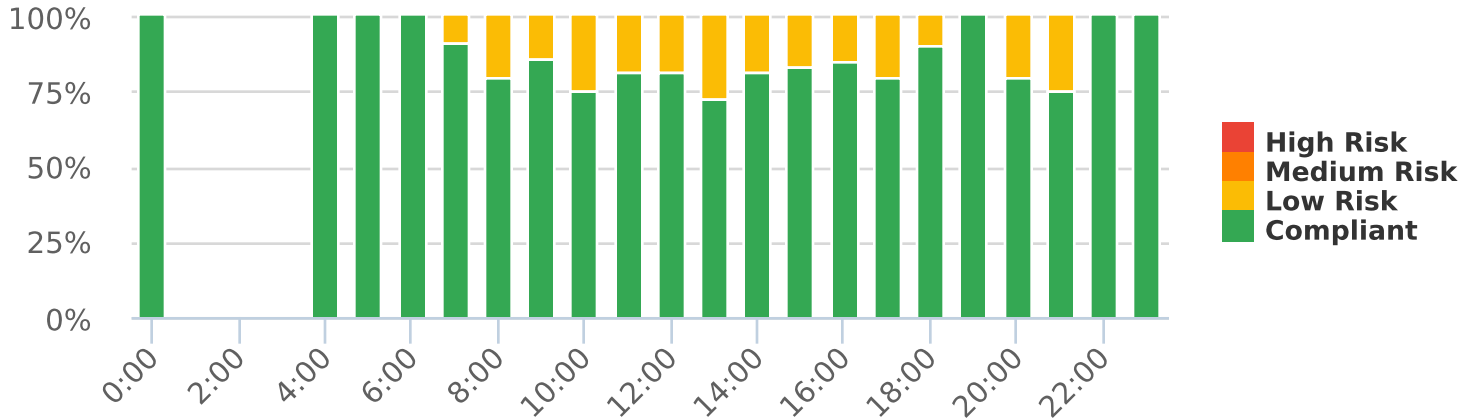
Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

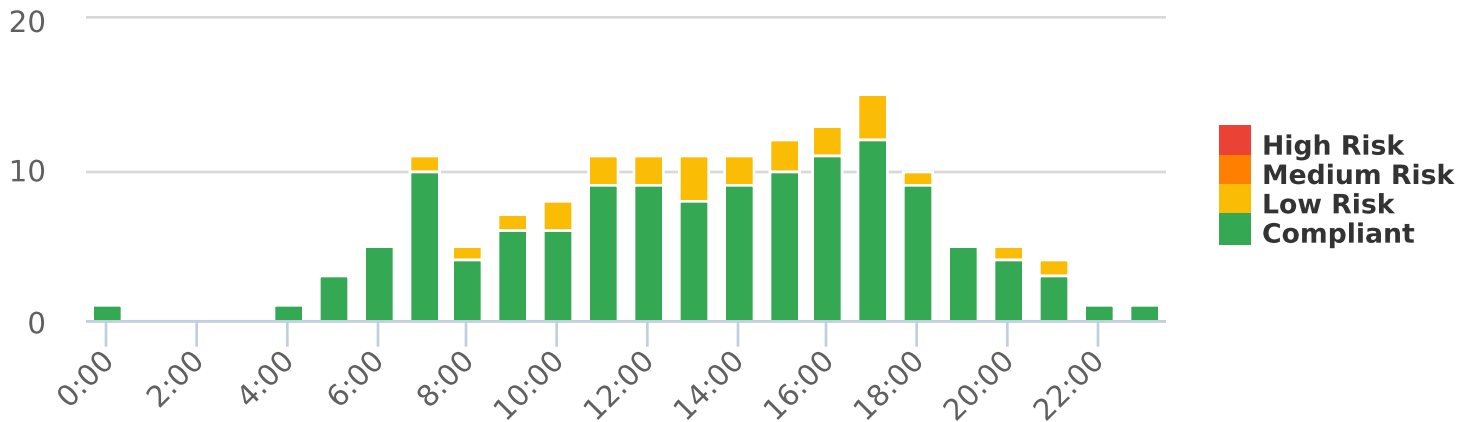
Speed Range: 1 to 100

Time View: By Hour (Avg Volumes)

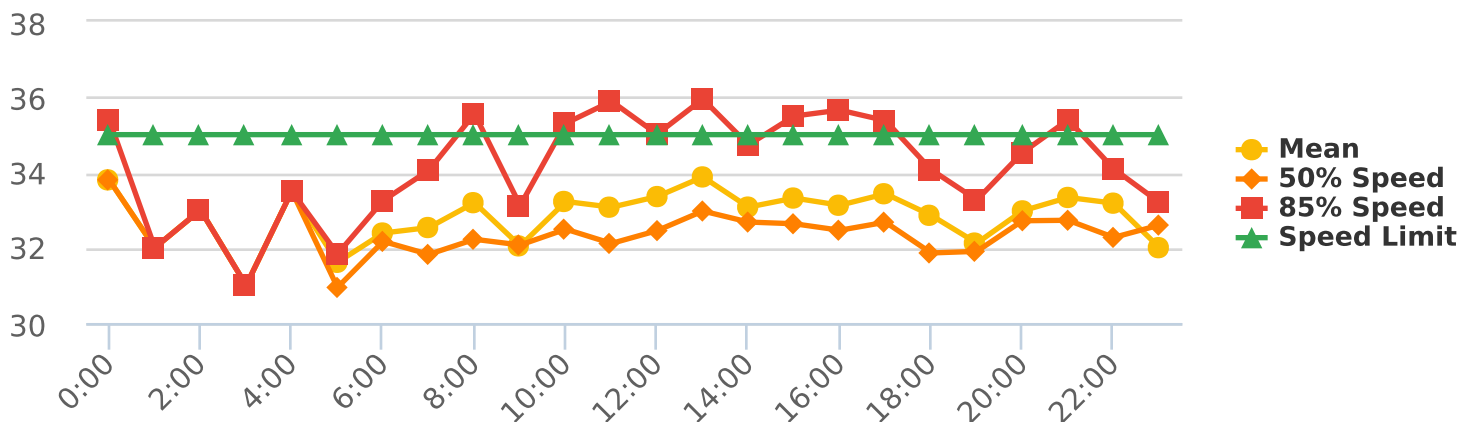
Compliance % by Hour (Avg)



Compliance by Hour (Avg)



Speeds





Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.6

To remove the NO PARKING zone on the east side of Auto Plaza Drive from Auto Plaza Way to a point 140 feet south of Auto Plaza Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.7

To remove the NO PARKING zone on the east side of Auto Plaza Drive from a point 215 feet south of Auto Plaza Way to a point 303 feet south of Auto Plaza Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.8

To remove the NO PARKING zone on the east side of Auto Plaza Drive from a point 483 feet south of Auto Plaza Way to a point 584 feet south of Auto Plaza Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.9

To remove the NO PARKING zone on the west side of Auto Plaza Drive, from a point 200 feet south of Auto Plaza Way to a point 275 feet south of Auto Plaza Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.10

To remove the NO PARKING zone on the west side of Auto Plaza Drive from a point 440 feet south of Auto Plaza Way to a point 515 feet south of Auto Plaza Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.11

To remove the NO PARKING zone on the east side of Donald Driver Way from a point 290 feet north of Dousman Street to its north terminus.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.12

To remove the NO PARKING zone on the west side of Donald Driver Way from a point 310 feet north of Dousman Street to its north terminus.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.13

To establish a NO PARKING zone on both sides of Kellogg Street from Broadway to Donald Driver Way and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.14

To establish a NO PARKING zone on the east side of Donald Driver Way from a point 290 feet north of Dousman Street to a point 285 feet north of Kellogg Street and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.15

To establish a NO PARKING zone on the west side of Donald Driver Way from a point 310 feet north of Dousman Street to a point 285 feet north of Kellogg Street and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.16

To establish a NO PARKING zone on both sides of Donald Driver Way from a point 370 feet south of Bond Street to Bond Street and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.17

To establish a NO PARKING zone on both sides of Bond Street from a point 70 feet west of Donald Driver Way to Donald Driver Way and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.18

To establish a NO PARKING zone on both sides of Bond Street from Broadway to a point 70 feet east of Broadway and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.19

To establish a NO PARKING 30-MINUTE LOADING zone on the north side of Bond Street from a point 70 feet west of Donald Driver Way to a point 140 feet west of Donald Driver Way and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY**AGENDA ITEM # R.20**

To establish a 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the north side of Bond Street from a point 70 feet east of Broadway to a point 350 feet east of Broadway and adopt by ordinance.

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

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.2.I

To establish a 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the south side of Bond Street from a point 70 feet east of Broadway to a point 420 feet east of Broadway and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.22

To establish a 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on both sides of Donald Driver Way from a point 285 feet north of Kellogg Street to a point 440 feet north of Kellogg Street and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.23

To remove the 3-WAY STOP condition at Oakdale Avenue and Huth Street South.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 2, 2021

PREPARED BY

AGENDA ITEM # R.24

To establish a I-WAY STOP condition on Huth Street South at Oakdale Avenue and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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 business corporation ("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 together be referred to as the "Property." The Property comprises approximately thirty-two and one hundred thirty-eight thousandths (32.138) 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. Tax Parcel 21-183 of the Property contains invaluable wetlands, the destruction of which would be detrimental to the City's ecosystem. The parties intend to preserve these wetlands through creation of a permanent conservation easement on the property.
- D. 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.
- E. 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 forty-six dollars and ten cents (\$746.10) in total real estate taxes annually (assessed mill rate of \$24.63);
 2. Seven hundred forty-six dollars and ten cents (\$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 ninety-four dollars and fifty-two cents (\$294.52) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).

- F. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be five million, five hundred thousand dollars (\$5,500,000.00), which is anticipated to yield approximately:
1. One hundred thirty-five thousand, four hundred sixty-five dollars (\$135,465.00) in total real estate taxes annually (assessed mill rate of \$24.63);
 2. One hundred thirty-five thousand, four hundred sixty-five dollars (\$135,465.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.63); and
 3. Fifty-three thousand, four hundred sixty dollars (\$53,460.00) 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.

- G. 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.
- H. 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 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. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other

sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

- M. "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.
- N. "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. Two hundred seventeen thousand, one hundred nineteen dollars and thirty-one cents (\$217,119.31) at the time the original Special Assessment was levied in 2005; or
 - 2. Four hundred twenty thousand, three hundred twenty-four dollars and twenty cents (\$420,324.20) as calculated in 2021 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. E.

- 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 the Special Assessments and Special Charges identified in Section III. D., except for the Permanent Conservation Easement as herein described in Section III. C. and EXHIBIT D, via warranty deed, and shall provide an owner's policy of title insurance at the time of conveyance. Developer shall pay to the City the sum of one hundred ninety thousand dollars (\$190,000.00).
- 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) if 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 if 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.
- H. Lien Against the Property. As security for the Preferred Forgivable Equity Investment, the City shall have, and Developer hereby grants, a continuing general lien on 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). The lien granted pursuant hereto shall be in addition to any other remedies provided for herein, and shall not be removed from the Property until the Preferred Forgivable Equity Investment is eliminated as provided for in Section III.G.

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. 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.
- M. 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, reviewed financial statements for Developer through termination of this Agreement. The City reserves the right to request audited financial statements, provided however, that audited financial statements shall not be required more frequently than once every two (2) years.
- N. Copies of Documents. All documents from Developer to the City shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. 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 one million five hundred thousand dollars (\$1,500,000.00).
- Q. 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 also assign all rights and obligations under this Agreement 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.
- R. 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.
- S. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the first phase of construction, 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 its 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):

 - (I) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - (II) 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.

T. 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:

- 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer’s liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
- 2. Waiver of Workers Compensation Subrogation. The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City.
- 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer 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 Developer 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 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 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 at least 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.

U. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City and its 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.

Notwithstanding anything to the contrary in this Agreement, this obligation to indemnify, defend or hold harmless shall not include any claim directly resulting from the City's reckless or willful misconduct.

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 its 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 its own counsel(s), any claim suit or action for which the City 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 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 corporation 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 Incorporation or Bylaws 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 to the Developer's knowledge, 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:

- 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
- 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City; 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 shareholder of Developer 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 its obligations under this Agreement, including the right to terminate 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 III.C., III.G., III.H., IV. E., IV. J., IV. P., IV. Q. 2., IV. R., IV. S. 2., IV. U., 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. C., X. D., X. H., X. K., X. N., X. P., X. Q., 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, epidemics, pandemics, government-ordered shutdowns, 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 one hundred eighty (180) 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, 2021, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
Attn: Celestine Jeffreys, City Clerk
100 North Jefferson Street, Rm 106
Green Bay, WI 54301
e-mail: celestine.jeffreys@greenbaywi.gov
facsimile: 920-448-3016

To the Developer: Moski Corporation
Attn: Paul Kosmoski, President
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. Upon termination of this Agreement, the City shall execute a termination of this Development Agreement in recorded form and record the termination with the Register of Deeds for Brown County, Wisconsin.
- 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). The City agrees that Developer may assign this Development Agreement to a mortgagee for collateral purposes in order to finance the costs of constructing the Project.
- 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 Paul Kosmoski, President of MOSKI CORP, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 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

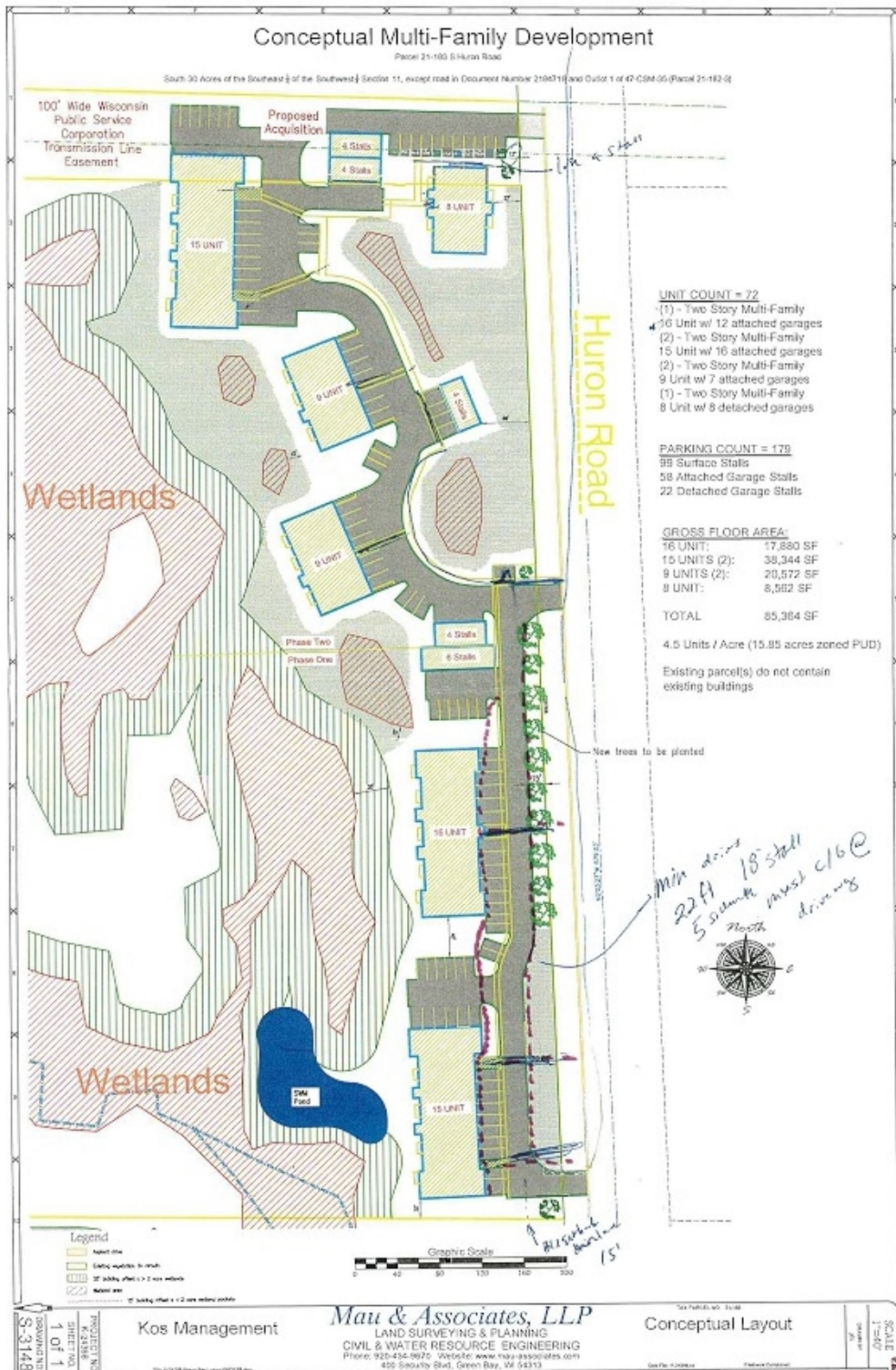
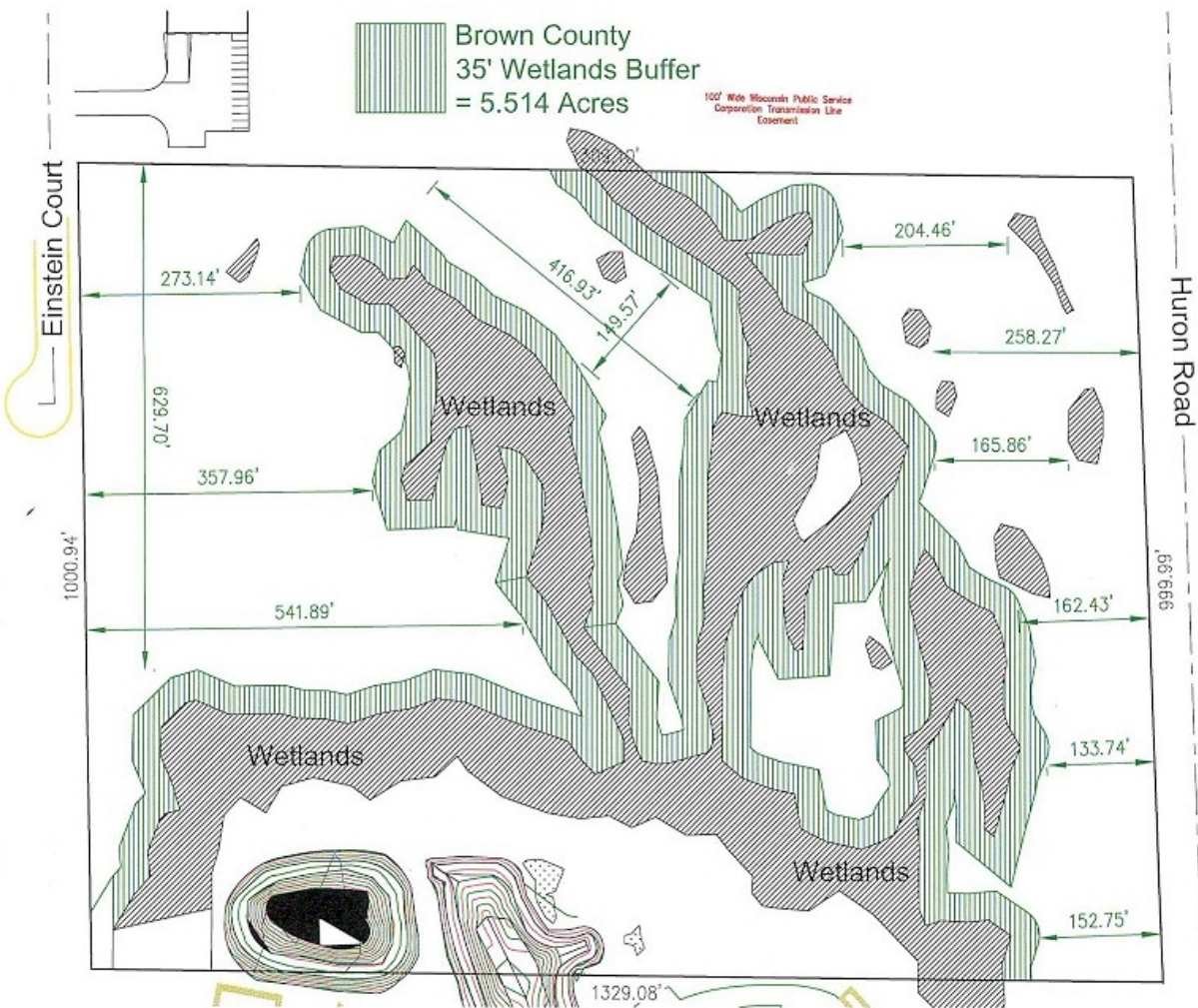


EXHIBIT D
Preliminary Permanent Conservation Easement



Detail Summary of Projects Issued

10/1/2021 to 10/31/2021

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
103844	1692 DECKNER AV..21-2299	GREEN BAY HABITAT FOR HUMANITY INC		\$1,066.94	\$140,000.00	Pending
[1-101 - Residential - New - Single Family House] SINGLE FAM, 1-STORY HOME, ATT. GARAGE EC APPROVED 3/17/21 Variance Greanted - Reduce the front yard setback to 40 ft. and a reduction of the rear yard setback to meet the placement of the home relative to the geometrics of the lot.						
106354	113 PURPLE SAGE DR..21-8156	GREEN VIPER INC		\$1,323.95	\$300,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH ATTACHED GARAGE EC approved 9/29/21						
106403	1255 CHERRY ST..14-118	LEMENSE QUALITY HOMES INC		\$737.06	\$200,000.00	Pending
[1-101 - Residential - New - Single Family House] SINGLE FAMILY 2-STORY HOME W/ DETACHED GARAGE EC approved 10/5/21 VARIANCE IS FOR GARAGE ONLY - OK TO SCHEDULE INPECTIONS FOR HOUSE CONSTRUCTION						
106202	2720 WHIPPOORWILL DR..6H-1430-K-23	KIDD JAMES & GERALDINE REVOCABLE LIVING TRUST		\$304.75	\$60,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH						
106377	1128 KELLOGG ST..5-1351-E	DAWN R KREUSER		\$75.00	\$9,354.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] CHANGING A WINDOW TO A DOOR						
106394	845 S ONEIDA ST..2-1084	TXUJTSHEEB SIMEON XIONG		\$50.00	\$18,130.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FOUNDATION REPAIR/ REPLACE DRIVEWAY						
106433	143 CLIFFVIEW DR..21-3315	CARA J & MATTHEW A NEWMAN		\$100.00	\$27,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ADD ROOF OVER ATTACHED DECK						
106437	1169 REED ST..3-1059-A	DLRC LLC		\$410.00	\$2,800.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL						
106459	2070 WINTERGREEN CT..6H-2498	MARJORY A YUENGER		\$179.39	\$23,972.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT DEN FINISH						
106465	1379 LIBERTY ST..6-1348	NINA E SMITH-NELL		\$175.00	\$15,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN AND BATHROOM REMODEL						
106489	1496 ELIZA ST..17-979	HI PROPERTY INVESTMENTS LLC		\$403.18	\$30,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Remodel						
106531	849 VENUS DR..21-4644	ROBERTA JOAN SHENK		\$50.00	\$4,700.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW						
106537	1817 OAKDALE AV..21-1858	VUE XIONG, ETAL		\$50.00	\$2,000.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] RE-ROOF WITH NEW SHEETING AND REPAIRS						
106538	904 S ONEIDA ST..2-1346	SERGIO MENDOZA NUNEZ, ETAL		\$125.00	\$10,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Basement finish - Ceiling Exposed - No Plumbing or HVAC						
106576	157 FRANCIS AV..4-50	HANK L CARLSON		\$175.00	\$1.00	Pending

[2-434 - Residential - Alteration - 1 -2 Family House] REPAIR - WATER DAMAGE

106605 1314 N LOCUST ST..6-45-2 PATRICK L & LISA E EVANS \$255.00 \$25,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL
LAUNDRY RELOCATE

106606 422 E LE CAPITAIN CIR..21-4424 ELIZABETH H & AARON L GUENTHER \$205.00 \$92,909.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL

106615 2747 SHERRY LN..21-3432 ROGER J & LYNDIA M SHAHA \$155.00 \$9,195.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL

106617 983 W MASON ST..2-584 GREEN PADDLE LLC \$266.92 \$15,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL

106632 712-714 S MAPLE AV..2-231 EMPIRE RE INVESTMENTS LLC \$556.12 \$1,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] Converting a Porch to Bedroom and Corrections to Violations

106652 915 WAVERLY PL..1-1359-C PETER J SCHLEINZ \$230.00 \$47,000.00 Pending

[2-434 - Residential - Addition - Single Family House] 20' x 4' Addition - Kitchen, rear entry, bathroom to the rear of the building.

106668 1256 GRANT ST..3-1032-1 JORGE A NORIEGA \$280.00 \$80,000.00 Pending

[2-434 - Residential - Addition - Single Family House]

106688 1410 TRAEGER ST..6-2198 HANNAH E & KARL P HENSELIN \$75.00 \$945.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] Egress Window

106417 1231 CHICAGO ST..14-1294 STEVEN W VANDENHOUTEN \$100.00 \$1,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] New windows and doors, 3/4" r-board and vinyl siding, aluminum soffit. Reframe covered porch deck to meet code.

106528 1031 SMITH ST..7-337 NOUCHEE & BEE VANG \$100.00 \$12,500.00 Closed

[7-1 - Deck, Porch, Patio, Ramp (Residential)] 25 SQ. FT. Deck with railings

106529 2996 CRUSADE LN..6H-3230 MICHAEL S BAY \$100.00 \$1.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] Deck

106533 1270 WEISE ST..20-393-3 EMERY A & JILLIAN A KEMPEN \$50.00 \$1.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] Post construction permit

106540 800 ST. GEORGE ST..7-107 BRITTNEY KLEIFGEN \$50.00 \$1,500.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] MINOR PORCH REPAIR

106547 1305 HARVEY ST..7-138 REY REY PROPERTIES LLC \$100.00 \$3,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] REAR 2ND STORY DECK

106623 1329 WESTERN AV..3-1207 JAYNE M SCHEIWE \$75.00 \$3,989.52 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] RAMP

106692 3322-3324 WIGGINS WAY..22-1602 JANE L BLAIR \$50.00 \$53,705.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK

106703 1168 SHAWANO AV..3-1059 EPL INVESTMENTS LLC \$75.00 \$3,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] JUMP PORCH

106398 3441 NICOLET DR..22-55-1 KAY B JOHO \$50.00 \$3,000.00 Pending

[9-645 - Raze - Building or Structure (Residential)] RAZE GARAGE

106426	1412 ELIZA ST..17-670	PAUL F & CHERYL JO CHARLES	\$175.00	\$12,000.00	Pending
	[9-645 - Raze - Building or Structure (Residential)] RAZE RESIDENTIAL HOME				
106442	978 BOND ST..5-1293	KEVIN N LINSSEN	\$50.00	\$4,225.00	Pending
	[9-645 - Raze - Building or Structure (Residential)] Raze Garage				
106618	1748 MAIN ST..21-1293	MAIN AUTO SOURCE LLC	\$100.00	\$10,000.00	Pending
	[9-645 - Raze - Building or Structure (Residential)] RAZE HOME AND GARAGE				
105662	1212 8th ST..1-1637	KEITH W HOLLANDER	\$50.00	\$2,700.00	Pending
	[11-1 - Driveway Replacement and/or Expansion (Residential)] Extend driveway/apron				
106301	1744 CARRIAGE CT..6-2178	DANIEL R & HILARY Y ALDERFER	\$50.00	\$5,500.00	Pending
	[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION/FENCE				
106321	1445 S RIDGE RD..1-2519	SWIONTEK RICHARD S & KATHERINE A REVOC TRUST	\$50.00	\$8,400.00	Pending
	[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY, SIDEWALK, APRON				
106355	508 COUNTRY CLUB RD..6H-2467	KADIJA & ABDIKARIM Y AYNAN	\$50.00	\$10,100.00	Pending
	[11-1 - Fence (Residential)] 6' VINYL FENCE				
106367	905 BADER ST..21-1176-B-6	JOSE L CRUZ	\$50.00	\$5,007.40	Pending
	[11-1 - Fence (Residential)] 6' VINYL FENCE				
106374	1327 S LOCUST ST..6-205	JANE M BIGELOW	\$50.00	\$3,700.00	Pending
	[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY				
106380	1128 KELLOGG ST..5-1351-E	DAWN R KREUSER	\$200.00	\$80,000.00	Pending
	[11-1 - Swimming Pool (Residential)] INGROUND POOL				
106390	1094 REED ST..5-705-A	BALTAZAR A TORRES	\$177.81	\$26,000.00	Pending
	[11-1 - Garage/Carport/Shed (residential)] GARAGE				
106393	921 BOND ST..5-245-A	RYAN GERLIKOWSKI	\$50.00	\$4,100.00	Pending
	[11-1 - Fence (Residential)] 6' WOOD FENCE				
106399	1686 BIRCHWOOD DR..6-1916	JEFFREY P & KAREN J SMITS	\$50.00	\$1,200.00	Pending
	[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION				
106400	2530 OAKWOOD DR..6H-1223-C	RENEE M & KENNETH J ELLIS	\$50.00	\$2,500.00	Pending
	[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY				
106402	707 N HENRY ST..19-378	YARA & JEAN LUQUIS MERCED	\$50.00	\$2,500.00	Pending
	[11-1 - Fence (Residential)] 6' VINYL FENCE				
106419	1155 IRENE ST..21-1111-P-19	CRISTINA VERA	\$50.00	\$4,500.00	Pending
	[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY Plan Change no Apron or Sidewalk				
106421	703 S MONROE AV..14-353	CHAD & CHAD MONTOURE	\$50.00	\$11,730.00	Pending
	[11-1 - Fence (Residential)] COA REQUIRED APPROVED PER COA				
106430	1703-1707 CYPRESS LN..21-1343-11	JOAQUIN MOLINA GALLEGOS	\$50.00	\$5,000.00	Pending
	[11-1 - Driveway Replacement and/or Expansion (Residential)] EXPAND R SIDE OF DRIVE/REAR PATIO				
106434	724 LARK ST..18-1360	ABIGAIL L GEGARE	\$50.00	\$1,700.00	Pending

[11-1 - Fence (Residential)] FENCE - WOOD 6FT TALL

106438	901 RUFFED GROUSE ST..21-4211	BRYAN E & HEATHER R MCEWEN	\$50.00	\$2,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] CONCRETE DRIVEWAY

106441	1052 KELLOGG ST..5-738	SARA D & DAVID J KOEHLER	\$150.00	\$26,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] Rebuild Garage

106443	967 DENIS PL..3-544	ANTONIA M VANKAMPEN	\$50.00	\$8,400.00	Closed
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[11-1 - Driveway Replacement and/or Expansion (Residential)] REPAVE DRIVEWAY

106445	2552 VICKI LN..21-3956	JOSE J MERCADO ALVAREZ	\$50.00	\$6,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY

106448	3528 CHURCH RD..22-2031	CHAD LALUZERNE	\$50.00	\$9,894.93	Pending
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[11-1 - Fence (Residential)] 6' VINYL FENCE

106457	905 BADER ST..21-1176-B-6	JOSE L CRUZ	\$104.72	\$3,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] Garage 24x24

106458	111 N RIDGE RD..3-1044-A	EDWARD J & MARSAN M DAY	\$50.00	\$3,990.00	Pending
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[11-1 - Fence (Residential)] 6' FENCE

106462	2477 SUN TER..21-8433	CLAUDIA PEREZ LINARES	\$50.00	\$2,500.00	Closed
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[11-1 - Fence (Residential)] 6' CHAINLINK

106473	265 N DANZ AV..21-1225	BENITO & DIANE DELEON FAMILY TRUST	\$50.00	\$1,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] EXPAND DRIVEWAY

106475	1604 S NORWOOD AV..1-1161	ELIZABETH ESTUPINAN	\$50.00	\$6,200.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACEMENT OF DRIVEWAY

106520	2215 SUNRISE CT..21-819-20	TROY N & LISA A GOETZ	\$50.00	\$9,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

106521	944 LIBERTY ST..1-1362-C	JO LEE ELLINGSON	\$50.00	\$2,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPASION/PATIO

106523	1100 14th AV..1-1472-A	SCOTT BARTHOLOMEW	\$50.00	\$2,200.00	Closed
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[11-1 - Fence (Residential)] FENCE - 4 ft chain link

106524	2973 FLEETWOOD DR..6H-3779	DEBORAH K & TODD M BOWMAN	\$50.00	\$2,326.00	Pending
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[11-1 - Fence (Residential)] FENCE - CHAIN LINK

106525	341 CROSSWINDS LN..21-7728	PATRICK & BARBARA RYAN	\$50.00	\$6,100.00	Pending
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[11-1 - Fence (Residential)] FENCE - 4' HIGH

106535	1684 BADGER ST..6-683	MICHAEL COPPENS	\$50.00	\$11,622.00	Pending
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[11-1 - Foundation Repair (Residential)] INTERIOR FOUNDATION REPAIR

106541	998 LANGLADE AV..1-377	ROBERT & JOSH SCHROEDER	\$150.00	\$15,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] 16 x 24 GARAGE

106552	2590 HE-NIS-RA LN..6H-2248-1	CAROL F VANFRACHEN	\$50.00	\$2,000.00	Pending
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[11-1 - Fence (Residential)] FENCE

106561	1264 CROOKS ST..14-1271 [11-1 - Fence (Residential)] FENCE 6' WOOD	PEDRO MUNOZ	\$50.00	\$500.00	Pending
106565	1326 MINAHAN ST..18-1261 [11-1 - Fence (Residential)] 6' VINYL FENCE	LYNN A PETERSEN	\$50.00	\$2,632.00	Pending
106570	2479 VAGABOND ST..21-3205 [11-1 - Garage/Carport/Shed (residential)] 10' x 20' shed	CHRISTOPHER F & JILL M LAES	\$100.00	\$2,000.00	Pending
106577	1481 LEO ST..6-1704 [11-1 - Fence (Residential)] 6' vinyl	EDUARDO ALVARADO	\$50.00	\$10,000.00	Pending
106589	1699 BOLAND RD..6-2469 [11-1 - Foundation Repair (Residential)] Foundation Repair	WALTER A WISE	\$50.00	\$6,840.00	Pending
106604	2766 HE-NIS-RA LN..6H-2407 [11-1 - Fence (Residential)] FENCE	JOHN E & JENNIFER M SEBRANEK	\$50.00	\$3,000.00	Pending
106622	2034 HAROLD ST..21-2704-E-5 [11-1 - Fence (Residential)] FENCE	SUSANA OJEDA MARTINEZ	\$50.00	\$1,000.00	Pending
106649	2487 PECAN ST..21-3111 [11-1 - Fence (Residential)] FENCE - 6FT PRIVACY WHITE VINYL	JASON L & LAURALEE SCOTT	\$50.00	\$16,461.00	Pending
106660	2343 DEER TRAIL..21-3663 [11-1 - Fence (Residential)] REAR YARD FENCE - 6FT VINYL	LEROY R DEUSTER	\$50.00	\$14,000.00	Pending
106687	1328 EMILIE ST..17-578 [11-1 - Fence (Residential)] 4 ft Chain Link	CHRISTOPHER J HOPPE	\$50.00	\$7,000.00	Pending
106694	2514-2516 CREST LN..21-105-10 [11-1 - Foundation Repair (Residential)] WATER PROOFING AROUND BASMENT WINDOW	JEAN M DEBAUCHE	\$50.00	\$2,800.00	Pending
106485	2215 IMPERIAL LN..21-3379-1 [30-434 - Commercial - Alteration - Multi-Family of 3 or more units] REPAIR REAR DECK *DOUBLE FEE*	STEVEN & AMY MYERS FAMILY TRUST	\$190.00	\$2,500.00	Closed
106530	1318 S BROADWAY..1-919 [30-434 - Commercial - Alteration - Multi-Family of 3 or more units] 4 Unit to a 3 Unit, Bedroom Addition	TAC RENTALS LLC	\$430.47	\$13,000.00	Pending
105573	1265 LOMBARDI AV..1-1841-A [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Lower L:evel Facilities Office Restrooms	GREEN BAY CITY OF LAMBEAU FIELD	\$500.00	\$30,000.00	Pending
105754	340 N BROADWAY, SUITE 115..5-1760 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TENANT - ENCAP LLC	DDL HOLDINGS LLC	\$1,411.06	\$189,907.00	Pending
105953	1100 W MASON ST..2-42-A [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] BATHROOMS/OFFICE BUILDOUTS	MASON RIDGE LLC	\$1,563.07	\$207,745.00	Pending
106224	400 SCHOEN ST..21-1298-1 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Post construction permit - double fee	JUAN MALDONADO	\$720.00	\$5,000.00	Pending
106230	520 N BROADWAY , Unit: SUITE 350..5-1757 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TENANT ALTERATIONS	DDL HOLDINGS LLC	\$1,062.48	\$100,000.00	Pending
106366	620 UNIVERSITY AV..7-596	EAST RIVER OF GREEN BAY LLC	\$305.00	\$122,000.00	Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] LOADING DOCK/PARKING RECONFIGURATION

106381	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	\$170.00	\$109,736.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] EC approved 10/5/21

106392	101 PACKERLAND DR..6H-1052-4	JAMES W MACHUT	\$590.00	\$50,000.00	Pending
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[31-329 - Commercial - New - Structures Other Than Buildings (parks, outdoor stadiums, marinas, outdoor swimming pools, outdoor theaters, boardwalks, wharves, docks).] FUEL STATION/CANOPY

106409	200 N ADAMS ST..12-140	ASSOCIATED KELLOGG BANK	\$280.00	\$1.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Demo in preparation for alterations

106410	433 MAIN ST..11-117	ASSOCIATED BANK NATIONAL ASSOCIATION	\$280.00	\$1.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Demo in preparation for alterations

106411	442 ALPINE DR..21-107-3	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EDISON	\$360.00	\$5,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] 4 offices in the hallways

106412	105 S BUCHANAN ST..3-215	GREEN BAY AREA PUBLIC SCHOOL DISTRICT LINCOLN	\$360.00	\$50,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ADDING 2 ROOM DIVIDING WALLS

106440	129 S WASHINGTON ST..12-191	KARMAN DEVELOPMENT LLP	\$470.00	\$19,000.00	Closed
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NEW CANOPY

106446	1538 W MASON ST..6-147-C	L&J MASON STREET PROPERTIES LLC	\$739.80	\$190,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] BHAVA COFFEE

106574	1616 W MASON ST..6-149	NEUFELD ENTERPRISES II LLC	\$2,535.70	\$1,100,200.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] SHELL ONLY WORK

73404	1830 RADISSON ST..21-1186	WISCONSIN HUMANE SOCIETY INC	\$240.00	\$0.00	Pending
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[34-1 - Temporary Office/Trailer/Event (Commercial)] Site Plan approved 5/25/18

104224	813 S BROADWAY..2-215	GREG A NESS	\$120.00	\$2,000.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)] OUTDOOR PATIO

104930	MOON VALLEY DR..21-350	GREEN BAY CITY OF	\$0.00	\$309,161.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)] NEW BRIDGE

105713	911 PACKERLAND DR..6H-1725	PEOPLES MARINE BANK	\$70.00	\$39,768.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] Resurface Parking Lot

106048	1650 9th ST..6-199-B-1	WHPC VILLA WEST GREEN BAY LLC	\$70.00	\$21,000.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] PATIO/APRON/WALKWAY

106253	1330 LIME KILN RD..23-244	JBS GREEN BAY INC	\$70.00	\$405,000.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACE PARKING LOT

106340	1100 MAIN ST..14-1	GREATER SOURCE LLC	\$70.00	\$15,000.00	Pending
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[34-1 - Fence (Commercial)] 6' CHAIN LINK

106418	143 N BROADWAY..4-158	SAND AND SUN LLC	\$70.00	\$63,979.00	Pending
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[34-1 - Roofing (Commercial)] COA needed - Approved

106431	200 DOUSMAN ST..5-1766	CNW GREEN BAY LLC	\$70.00	\$22,000.00	Pending
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[34-1 - Roofing (Commercial)] RE-ROOF

106454	700 PAR CT..6H-1181	GREEN BAY CITY OF	\$140.00	\$35,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] DISH WIRELESS MODIFICATIONS

106461	651 PINEHURST AV..21-3760	CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS	\$70.00	\$27,500.00	Pending
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[34-1 - Roofing (Commercial)] RE-ROOFING

106474	2440 E MASON ST..21-126-16	ALDI INC	\$70.00	\$9,800.00	Pending
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[34-1 - Fence (Commercial)] 6 FT WOOD

106486	865 LOMBARDI AV..1-1841-B	BAYS TUNDRA HOSPITALITY CORP	\$70.00	\$419,000.00	Pending
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[34-1 - Roofing (Commercial)] RE-ROOF - COMPLETE TEAR OFF TO THE DECKING, SPOT REPAIRS ON DECKING EXPCETED, INTALL ICE AND WATER SHIELD/FELT WHERE APPLICABLE. INSTALL NEW ARCHITECTURAL SHINGLES PER MANUFACTURER SPEC

106487	153 N BROADWAY..4-156	NOC HARN LLC	\$70.00	\$64,000.00	Pending
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[34-1 - Roofing (Commercial)] RE-ROOF

106526	1524 ATKINSON DR..6-18-3	NORTHEAST ASPHALT INC	\$140.00	\$30,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] DISH WIRELESS MODIFICATION
*paid online, missing Elec permit app

106527	1240 E MASON ST..14-1210	MANCHESKI PROPERTIES LLC	\$140.00	\$30,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] DISH WIRELESS MODIFICATIONS
*PAID ONLINE, MISSING ELEC PERMIT

106536	1404 WESTERN AV..6-138-B	KELLY S BIGELOW	\$70.00	\$3,700.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] REPAIR PARKING LOT

106543	1820 MILLS ST..21-1223	EAST SIDE MUNICIPAL GARAGE	\$0.00	\$79,890.00	Pending
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[34-1 - Roofing (Commercial)] MECHANICS BAY REROOFING

106548	514 S CLAY ST..14-861	SAINT PAUL EVANGELICAL LUTHERAN CHURCH	\$70.00	\$27,840.00	Pending
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[34-1 - Roofing (Commercial)] RE-ROOF

106549	320 N BROADWAY, SUITE 101 ..5-1759	DDL HOLDINGS LLC	\$290.00	\$9,000.00	Pending
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[34-1 - Certificate of Occupancy (Commercial)] ROOF TOP FIRE TABLES

106595	1745 EDISON ST..21-1344-15	BAY AREA PROPERTY MANAGEMENT LLC	\$70.00	\$18,500.00	Closed
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[34-1 - Roofing (Commercial)] RE- ROOF

106609	1484 CAPITOL DR..6-2648	GLORIA P & GERALD C BIGELOW	\$140.00	\$9,000.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACE PARKING LOT

106234	1408 BIEMERET ST..6-878	KENNETH H & NANCY J ANDRESEN	\$50.00	\$1,600.00	Pending
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[40-1 - Electrical Service - Change (Residential)] OVERHEAD TO OVERHEAD UPGRADE

106350	508 BAIRD CREEK RD..21-332-1-A	DAVID STASKO	\$174.10	\$25,000.00	Pending
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[40-1 - New Electrical System (Residential)] DETACHED GARAGE

106383	1415 9th ST..6-543	CREATIVE EDGE REAL ESTATE LLC	\$50.00	\$500.00	Closed
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[40-1 - Electrical Service - Repair (Residential)] REPAIR PERISCOPE AND METERBASE

106415	1400 N BAIRD ST..21-1198-6	PERRY PARK PARTNERS ETAL	\$50.00	\$4,200.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REPLACE SERVICE POLE, REPLACE POWER - LOTS 151 & 152

106420	819 HOWARD ST..3-954	BONNIE J KISER	\$50.00	\$1,000.00	Closed
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[40-1 - Electrical Service - Repair (Residential)] REPAIR OVERHEAD MAST

106435	1316 SMITH ST..7-145	EVENCIO R & MARISOL A MARTINEZ	\$50.00	\$1,500.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIRS - METER SOCKET TO BE REPLACED 60 AMP TO 100 AMP

106450	2348 LAKESIDE PL..21-882	GREEN BAY CITY OF	\$0.00	\$1.00	Closed
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REMOVE EXISTING ELEC SERV & INSTALL NEW UNDERGROUND METER BASE, GROUND RODS, AND MAIN DISCONNECT

106453	606 S ASHLAND AV..2-296	BRANDON TORRES	\$70.00	\$4,000.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] UPGRADE SERVICE - METERS & PANELS

106463	936 WAVERLY PL..1-1368-C	DIANE L HADDIX	\$50.00	\$1,800.00	Pending
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[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE FROM 60 TO 100 AMP

106464	1106 DEVONWOOD DR..6-2611	JOSEPH F DUFEK SURVIVORS TRUST	\$50.00	\$1,800.00	Closed
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE

106469	1826 N IRWIN AV..21-1490	BAY BEACH RECYCLING LLC	\$70.00	\$1,000.00	Closed
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] PANEL UPGRADE

106490	1014 NEUFELD ST..6-767	LACHEL KATHRYN A REVOCABLE TRUST	\$50.00	\$7,900.00	Pending
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE & HOME IMPROVEMENTS

106491	935 RUFFED GROUSE ST..21-4216	TIMOTHY ANDREW & SARAH BERNICE BAKKEN	\$50.00	\$500.00	Pending
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[40-1 - New Electrical System (Residential)] ADDING SERVICES - KITCHEN & LIVING ROOM LIGHTING & GARAGE OUTLETS

106516	2144 NEWBERRY AV..21-1147-21	WILLIAM C & BETTY J KRAUSE	\$70.00	\$7,000.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REPLACING SERVICE - EXISTING ELECTRICAL SERVICE W/ NEW

106558	1809 12th AV..1-1292-B	BETTY A BOICE	\$50.00	\$1,700.00	Closed
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 100 AMP TO 200 AMP

106573	1351 CEDAR ST..8-332	ARNOLD J PENDERGAST	\$70.00	\$4,000.00	Pending
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[40-1 - Electrical Service - Change (Commercial)] ADD OUTDOOR LIGHTING AND SUB PANEL

106590	837 S JACKSON ST..16-282	AMANDA & ALEXANDER YOUNG	\$50.00	\$600.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE ALTERATION - ELIMINATE METER AND REFEED PANEL

106608	315 BONNIE CT..3-1256	JOHN G SPOONER, ETAL	\$125.00	\$20,000.00	Pending
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[40-1 - Solar Panels - Electric] Roof Mount Solar System

106610	916 N HENRY ST..21-2542-1	ANGELICA YANEZDETORRES	\$125.00	\$20,000.00	Pending
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[40-1 - Solar Panels - Electric] ROOF MOUNT SOLAR SYSTEM

106614	1025 BADER ST..21-1176-B-12	GINA M SALMON	\$50.00	\$7,600.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] REWIRE AND CORRECT CODE ISSUES - FIRE RESTORATION

106620	1326 WOLVERINE TR..21-7384	KATHERINE M & DANIEL C GAGE	\$125.00	\$12,900.00	Pending
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[40-1 - Solar Panels - Electric] ROOF MOUNT SOLAR

106624	1820 CARROLL AV..1-2397	THERESA & DAVID B PARKS	\$50.00	\$900.00	Pending
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[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE 100 AMP OVERHEAD TO 100 AMP UNDERGROUND

106634	1643 BIRCHWOOD DR..6-1660-30	MANDY & BRENDAN BAIER	\$50.00	\$2,500.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIRS - UPGRADING SERVICE PANELS & ADDING CIRCUIT FOR KITCHEN

106691	420 N FISK ST..6-70-C	MICHAEL T DELFOSSE	\$50.00	\$5,000.00	Pending
[40-1 - Electrical Service - Change (Residential)] PANEL CHANGE					
106693	117 S OAKLAND AV..3-66	ERIKA K SKOGG	\$50.00	\$300.00	Closed
[40-1 - Electrical Service - Repair (Residential)] EMERGENCY ELEC REPAIR					
106330	607 VICTORIA CT..21-8282	JENSEN4 LLC	\$50.00	\$4,300.00	Closed
[50-1 - Heating Unit Only (Residential)] BOILER					
106346	964 LOMBARDI AV..1-1315	WILLIAM W & CECIL E WILMOT	\$50.00	\$1,850.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
106385	886 WAVERLY PL..1-1350	LANE M & MEGAN M HRUBESKY	\$50.00	\$3,863.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
106386	1329 SCHOLAR DR..21-7277	BENJAMIN & AMY BERTRAM	\$50.00	\$5,465.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
106387	1342 S BROADWAY..1-914	KIMBERLEY A GLOVER	\$70.00	\$3,604.00	Pending
[50-1 - Heating Unit Only (Commercial)] FURNACE					
106395	1097 WESTERN AV..3-674	CHARLOTTE A SCHELLER	\$50.00	\$7,139.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
106401	917 NEVILLE AV..18-347	PATRICIA L WELCH	\$50.00	\$7,124.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
106404	1608 DOUSMAN ST..6-233-A	LYLE & CAROL BORTHS	\$50.00	\$3,851.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
106405	2476 IRONWOOD DR..6H-1507-1	EMILY M & DANIEL F KANE	\$50.00	\$11,000.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
106407	961 LANGLADE AV..1-1429-E	CHAD M VANEGEREN	\$50.00	\$2,061.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
106408	1155 MATHER ST..5-1616	LYNN M & GARY P WHITE	\$50.00	\$2,115.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
106436	900 DEWCLAW ST..21-4223	EVAN A & BERTHA L KEIP	\$50.00	\$5,800.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
106444	900 DEWCLAW ST..21-4223	EVAN A & BERTHA L KEIP	\$50.00	\$6,903.00	Pending
[50-1 - Heating Unit Only (Residential)] BOILER					
106447	2325 SUNRISE CT..21-820-R-24	ROBLE MARY L REVOCABLE TRUST	\$50.00	\$11,205.00	Closed
[50-1 - Heating Unit Only (Residential)] BOILER					
106449	1029 WENTWORTH ST..6-2096	KIMBERLY D VLIES	\$50.00	\$7,405.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
106451	458 DELWICHE RD..21-4607	AUDREY G & FREDERICK J DELWICHE	\$50.00	\$9,529.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					

106466	1132 LA COUNT RD..6H-3679	MICHAEL W & AMY B VANRITE	\$50.00	\$6,600.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
106468	1303 SAN JOSE PL..3-1289	JAMES B & JANICE M FRANKSON	\$50.00	\$5,550.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
106470	2758 VAN BEEK RD..21-156-9	WILLIAM E SAWINSKI	\$50.00	\$3,850.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
106471	2796 E EDWARD DR..21-3615	BRENDA A WINKLER	\$50.00	\$7,550.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
106472	1414 SHAWANO AV..6-243	SEVENTH DAY ADVENTIST WISCONSIN CONFERENCE ASSN	\$50.00	\$3,350.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
106515	1255 LANGLADE AV..1-1964	DERRICK J JAGODINSKY	\$50.00	\$9,172.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER AND FURNACE					
106517	1221 ROSCOE ST..1-423	ROSALINDE K BARKER, ETAL	\$50.00	\$6,950.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
106518	1422 VELD AV..6-38-A	RACHEL A & RONALD L SMITS	\$140.00	\$6,950.00	Pending
[50-1 - Heating and Air Conditioning Units (Commercial)] FURNACE AND AIR CONDITIONER					
106539	3153 HUMBOLDT RD..21-3061	KENNETH L & DIANE M COOK	\$50.00	\$8,698.00	Pending
[50-1 - Heating Unit Only (Residential)] BOILER					
106542	1467 CROOKS ST..17-910	KARIL A & JOHN W VANBOXEL	\$50.00	\$11,000.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
106546	991 DENIS PL..3-538	SALLY LOU SEIDL	\$50.00	\$5,800.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE					
106554	1512 11th AV..1-650	MARY ANGELA JANSSEN	\$50.00	\$7,698.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE					
106555	2489 SHADY OAK LN..6H-3796	KRISTEN L & MICHAEL B HANSON	\$50.00	\$15,465.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE					
106560	1121 CASS ST..14-1128	PAUL M & KATHLEEN L MICKLE	\$50.00	\$6,400.00	Pending
[50-1 - Heating Unit Only (Residential)] 2 FURNACES					
106567	1335 MAIN ST..8-302	SANEHA REAL ESTATE INC	\$140.00	\$11,133.00	Pending
[50-1 - Heating and Air Conditioning Units (Commercial)] AIR CONDITIONER & FURNACE					
106571	2669 SENECA CT..6H-2316	MICHEAL T & TERRI L RICHARDSON	\$50.00	\$4,275.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
106572	1643 W MASON ST..6-785	RULE INVESTMENTS 4 LLC	\$50.00	\$5,000.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE & AIR CONDITIONER					
106575	486 MCAULIFFE HEIGHTS TR..21-7257	GREGORY T MORAN	\$50.00	\$2,900.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					

106588	1407 OAK RIDGE DR..6-995	EARL C METZLER REVOCABLE TRUST	\$50.00	\$3,816.00	Pending
[50-1 - Heating Unit Only (Residential)] FURANCE					
106598	1686 NANCY AV..6-2432	KEITH G & TINA BRUNNER	\$50.00	\$7,950.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
106599	1035 WILSON AV..18-288	TAD DELARUELLE, ETAL	\$50.00	\$5,000.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
106600	1200 E SORENSON DR..6H-3733	TERRI K & NEAL A LUEDERS	\$50.00	\$3,250.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
106601	1636 LOUISE ST..21-1334-21	KEVIN J & GWEN L PEOT	\$50.00	\$8,950.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
106625	3080 PINE RIDGE CT..21-1111-D-273	HOPKINS JAMES L LIVING TRUST	\$50.00	\$7,064.20	Closed
[50-1 - Heating Unit Only (Residential)] BOILER					
106626	1323 WESTERN AV..3-811	ROGER G GOUINE	\$50.00	\$4,013.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
106627	205 REGAN ST..6-1911	JOYCE A & DANIEL L KEYZER	\$50.00	\$8,846.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
106628	608 16th AV..2-695	MELISSA I SCHMIT	\$50.00	\$8,346.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
106629	3428-3430 FINGER RD..21-6529-5	JEFFREY D & CATHERINE R PETERSON	\$50.00	\$8,000.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
106630	1514 ST. AGNES DR..6-303-3	DANIEL H MARQUARDT	\$50.00	\$4,250.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
106643	1149 SMITH ST..7-360	MARTIN G GONZALEZ	\$50.00	\$3,400.00	Pending
[50-1 - Heating Unit Only (Residential)] BOILER					
106648	2430 WILDER ST..23-312	JUDITH M & GREGOR D RYPEL	\$50.00	\$9,406.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
106653	379 NORTHWAY DR..21-7103	RICHARD P & VICTORIA A JONELY	\$50.00	\$13,909.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
106676	2580 W MASON ST..6H-1724-1	TIME WARNER CABLE MIDWEST LLC	\$70.00	\$82,000.00	Pending
[50-1 - Heating and Air Conditioning Units (Commercial)] 30 TON RTU					
106684	1850 PARKLAND WAY..6-2260	KEVIN LEURQUIN	\$50.00	\$7,076.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
106686	600 PACKERLAND DR..6H-1741	MCDONALD LUMBER CO INC	\$0.00	\$41,665.00	Withdrawn
[50-1 - Heating and Air Conditioning Units (Commercial)] 12.5 TON RTU					
103698	424 NORTHERN AV..5-364	KYLE J KELSEY	\$1,020.00	\$900.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] CONNECT SUMP PUMP DISCHARGE TO STORM					

105818	2920 WALKER DR..21-154-1 [60-1 - Lawn Sprinklers (Commercial)] LAWN SPRINKLER	BAYCARE AURORA LLC	\$140.00	\$15,000.00	Pending
105989	551 EDWARD DR..21-3608 [60-1 - Lawn Sprinklers (Residential)] UNDERGROUND SPRINKLER	KIM N COUILLARD	\$100.00	\$3,750.00	Pending
106344	372 WAGON WHEEL CT..21-4776 [60-1 - Water Heater (Residential)] WATER HEATER	ANALYN & SERGIO J SERRANO	\$30.00	\$1,700.00	Closed
106345	1518 ST. GEORGE ST..20-385-A [60-1 - Water Heater (Residential)] WATER HEATER	ANGELA M DEBAERE	\$30.00	\$1,750.00	Pending
106359	1010 UNIVERSITY AV..7-741 [60-1 - Lawn Sprinklers (Commercial)] LAWN SPRINKLERS	GREEN BAY DRESSED BEEF LLC	\$140.00	\$5,000.00	Closed
106384	1022 N BUCHANAN ST..18-984 [60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION	DOUGLAS J & TERRI L DEGRAFF	\$1,020.00	\$400.00	Closed
106388	404 N TAYLOR ST..6-1993 [60-1 - Water Heater (Residential)] WATER HEATER	RICHARD G & MARILYN A BELLISLE	\$30.00	\$1,724.00	Pending
106396	1656 FRANZ AV..21-1956 [60-1 - Storm Sewers - Connection/Repair (Redisential)] REPAIR 4" SANITARY SEWER	ANTOINE J GIRIN	\$30.00	\$2,500.00	Closed
106397	2548 NEWBERRY AV..21-82-21-3 [60-1 - Storm Sewers - Connection/Repair (Redisential)] MINI STORM CONNECTION	JEANNE D & DAVID C GROTELUESCHEN	\$30.00	\$1,200.00	Closed
106406	621 HEYRMAN ST..21-1285 [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION - BATHTUB BEING REPLACED WITH A WALKIN SHOWER AND SURROUND, INCLUDING THE MIXING VALVE AND TRAP	BETTY E GIERCZAK	\$50.00	\$8,848.00	Closed
106413	818 14th AV..2-593 [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT	CAROL J ELLERBEE	\$50.00	\$1,200.00	Pending
106414	1524 CARROLL AV..1-2118 [60-1 - Repair/Alter Existing Plumbing System (Residential)] REMOVE CONCRETE FLOOR FROM BUILDING TO SEWER AND REPLACE BACKWATER VALVE & CLEANOUT	TWO SISTERS LLC	\$50.00	\$2,600.00	Closed
106422	1559 ELLIS ST..19-220 [60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE	SUE VANG	\$0.00	\$6,395.00	Closed
106423	1724 FARLIN AV..19-404 [60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE	KATHERINE A KANACK	\$0.00	\$4,977.00	Closed
106424	1370 HARVEY ST..8-569 [60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE	COPPER STATE PROPERTIES LLC	\$0.00	\$4,867.00	Closed
106425	1320 HARVEY ST..8-603 [60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE	LOREN P PROST	\$0.00	\$5,477.00	Closed
106455	500 DAY ST..7-1 [60-1 - Repair/Alter Existing Plumbing System (Commercial)] REPLACING 6" RP VALVE	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$70.00	\$12,300.00	Pending
106460	1541 WESTERN AV..6-117-F [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT	PATRICK J & LORI D METOXEN	\$50.00	\$1,200.00	Pending
106467	516 S WEBSTER AV..14-786	ERIC J GRIDLEY	\$30.00	\$1,200.00	Pending

[60-1 - Misc Plumbing (treatment systems, grease traps, backflow valve)(Residential)] INSTALL BACKWATER VALVE

106476	2084 IMPERIAL LN..21-3355	ARKAD PROPERTIES LLC	\$30.00	\$1,000.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Residential)] REPAIR STORM SEWER MAIN					
106477	1146 STATE ST..1-804	SHANON D GILMET	\$0.00	\$1,000.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE EXISTING WATER LINE					
106478	988 HOWARD ST..3-286	LLOYD D STEINBRECHER	\$0.00	\$1,000.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE EXISTING WATER LINE					
106479	1158 EMILIE ST..17-168	ASHLAND INVESTMENTS LLC	\$0.00	\$1,000.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE EXISTING WATER LINE					
106480	622 S MADISON ST..15-84	GERALD J KEILER	\$0.00	\$1,000.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE EXISTING WATER LINE					
106481	430 N ASHLAND AV..5-1037	MCALLISTER PROPERTIES LLC	\$0.00	\$1,000.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE EXISTING WATER LINE					
106482	1003 WINFORD AV..18-256	DANIELLE MCCARTHY	\$50.00	\$700.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] NEW SUMP PUMP - NO WORK IN ROW ALLOWED.					
106483	1015 S IRWIN AV..17-553-A	BLAKE E GERLIKOWSKI	\$30.00	\$6,700.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Residential)] REPAIR DOWNSPOUT PIPING					
106484	2350 E MASON ST..21-126-7	GB EAST TOWN LLC	\$30.00	\$37,000.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Commercial)] STORM SEWER - 1 LOADING DOCK TRENCH DRAIN AND 1 INLET BEING INSTALLED AND CONNECTED TO EXISTING STORM LINE IN PARKING LOT.					
106488	1614 SHAWANO AV..6-235-A-1	DS2-M6 REAL ESTATE HOLDINGS LLC	\$30.00	\$6,200.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] REPLACE CATCH BASIN PARKING LOT					
106494	925 DIVISION ST..5-453	ANN V HERING	\$30.00	\$1,724.00	Closed
[60-1 - Water Heater (Commercial)] WATER HEATER					
106495	1220 N PLATTEN ST..18-1017	DIANE M BROBERG	\$30.00	\$1,700.00	Closed
[60-1 - Water Heater (Residential)] WATER HEATER					
106496	209 PERKINS AV..6-257-B	JASON J COLLAR	\$30.00	\$1,700.00	Closed
[60-1 - Water Heater (Residential)] WATER HEATER					
106497	1136 11th AV..1-260	ANDREW A CLARK, ETAL	\$30.00	\$1,700.00	Pending
[60-1 - Water Heater (Residential)] WATER HEATER					
106498	1263 LAWE ST..14-1189	JOSEPH F & CHRISTINE A SYLVESTRE	\$0.00	\$4,197.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106499	1021 STUART ST..14-917	FIRST CORNERSTONE LLC	\$0.00	\$4,295.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106500	731 S BAIRD ST..17-781	FRANCIS X & GLENDA A MCCONNELL	\$0.00	\$4,282.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106501	1320 CASS ST..17-458	PETER CICHOWSKI, ETAL	\$0.00	\$5,732.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					

106502	1255 ELIZA ST..17-322	PHILIP KLINE	\$0.00	\$4,582.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106503	1106 CROOKS ST..14-1039	ALEJANDRO CRUZLOPEZ, ETAL	\$0.00	\$6,076.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106504	1133 PORLIER ST..17-119	CASEY W PICARD	\$0.00	\$3,997.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106505	207 N CLAY ST..9-124	ZACHARY R & CLIFFORD I NEFF	\$0.00	\$5,332.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106507	526 S VAN BUREN ST..14-618	KWIK INVESTMENTS INC	\$0.00	\$5,981.75	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106508	740 S QUINCY ST..14-346	FIRST EVANGELICAL LUTHERAN CONGREGATION OF GB	\$0.00	\$4,681.75	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106509	917 S BAIRD ST..17-711	REBECCA M & BRET K BLOZINSKI	\$0.00	\$3,996.75	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106510	1124 S WEBSTER AV..16-316	MICHAEL J GEGARE, ETAL	\$0.00	\$6,581.75	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106511	1157 GRIGNON ST..17-186	DANIELLE & LARS LARSON	\$0.00	\$5,076.75	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106512	1202 GRIGNON ST..17-230	MARY ANN KOHN	\$0.00	\$4,677.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106513	1222-1224 S QUINCY ST..16-90	MASSE KATHLEEN D SURVIVORS TRUST	\$0.00	\$4,331.75	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
106514	840 S QUINCY ST..16-135	RICHARD M BONKOWSKI, ETAL	\$1,020.00	\$2,581.75	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
106519	1019 REDWOOD DR..1-1860	RAYMOND J KING	\$50.00	\$1,200.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] INSTALL BACKWATER VALVE					
106532	425 ABRAMS ST..21-2609	LLOYD A & LOIS E ADAMS	\$50.00	\$1,200.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT					
106557	2875 SUSSEX RD..22-1981	GINA T & DARRIN A BENZ	\$50.00	\$3,000.00	Closed
[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS - WILL GIVE PLANS AT INSPECITON - PLUMBING SUBBED IN WITH NEW HOUSE.					
106559	2532 WANDERING SPRINGS CT..23-307	DEANNE C & JUSTIN P KUSSEROW	\$50.00	\$6,000.00	Pending
[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS - REPAIR					
106563	200 JACOB ST..21-1826	DARLENE A GREETAN	\$50.00	\$9,400.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE BATHTUB AND SURROUND					
106564	1136 REED ST..5-697-A	MICHELLE M MCGOVERN	\$50.00	\$9,893.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER INCLUDING MIXING VALVE AND TRAP					
106566	931 MT HOOD CT..21-6109	LYNN A & TIMOTHY L SELNER	\$50.00	\$16,966.00	Closed

[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER INCLUDING MIXING VALVE AND TRAP

106568	1643 MASON WAY..21-2523-11	FABRY LELAND A & ANNETTE M REVOCABLE TRUST	\$50.00	\$3,000.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACING TUB/SHOWER UNIT & VANITY SINK

106579	410 PARK ST..5-1684-A	LYNETTE MANTTA	\$50.00	\$9,322.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE & TUB TO SHOWER CONVERSION

106602	1255 DIVISION ST..5-653	JOAN R & WILLIAM J SCHAMPERS	\$1,020.00	\$200.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION - CONNECT SUMP PUMP TO LATERAL

106612	1426 E MASON ST..17-794	MARLENE A & DAROLD W DANIELSKI	\$0.00	\$1,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER SERVICE

106613	827-829 N CHESTNUT AV..5-39	MCALLISTER PROPERTIES LLC	\$0.00	\$1,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED/LEAD WATER SERVICE

106616	1171 RALEIGH ST..1-2488	RONALD M & CAROLE J LARMAY	\$50.00	\$11,763.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXER VALVE AND TRAP

106621	868 SHAWANO AV..3-1077	LARI J & SHARON A WAGNITZ	\$50.00	\$250.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] Cap off automatic washer drain in basement. Reconnect sump pump discharge to exterior of building.

106631	1618 CHICAGO ST..21-2116-26	JOHNATHAN R JEBAVY	\$30.00	\$4,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPAIR LEAKING WATER SERVICE

106633	1406 DAY ST..7-658	RACHELLE M ODONNELL	\$0.00	\$1,000.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

106637	986 ELMORE ST..5-1297	LUANN HEBEL	\$0.00	\$5,282.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICES

106638	340 NORTHERN AV..5-354	FAYE M & JEFFREY S NEDOBECK	\$0.00	\$4,377.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICES

106639	1033 SHAWANO AV..3-251	GILLIS ANTHONY J & MARY ANN REVOC LIVING TRUST	\$0.00	\$4,792.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

106640	1008 HOWARD ST..3-281	DOUGLAS A NELSON	\$0.00	\$4,977.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

106641	992 HOWARD ST..3-285	KEITH D ROSKOM	\$0.00	\$4,577.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

106642	1168 ELMORE ST..5-1308	GARY M & SANDRA S STANKEVITZ	\$0.00	\$5,077.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

106644	1149 SMITH ST..7-360	MARTIN G GONZALEZ	\$30.00	\$1,724.00	Pending
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[60-1 - Water Heater (Residential)] WATER HEATER

106646	724 LINDEN DR..21-2144-F-14	DUANE TECHMEIER	\$50.00	\$12,494.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXING VALVE AND TRAP

106647	1015 HOWARD ST..3-504	BONNIE L & JOHN B TANK	\$50.00	\$12,250.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT

106654	112 S ONEIDA ST..3-1020	JOSHUA K & MELISSA L PERKINS	\$0.00	\$5,850.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106655	122 S ONEIDA ST..3-1021	SARAH J & FRANCIS N WAGNER	\$0.00	\$6,500.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106656	148 N MAPLE AV..4-166	COVER RENTALS LLC	\$0.00	\$4,350.00	Closed
[60-1 - Water Service - Connection/Repair (Commercial)] REPLACE LEAD WATER SERVICE					
106657	215 S MONROE AV..14-442	KENNETH D KRAUTKRAMER	\$0.00	\$5,350.00	Pending
[60-1 - Water Service - Connection/Repair (Commercial)] REPLACE LEAD WATER SERVICE					
106658	307 JAMES ST..5-76	ROBERT P JOHNSON	\$0.00	\$6,500.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106659	309 JAMES ST..5-77	SHERRI J & JAMES R TREPANIER	\$0.00	\$4,350.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106661	412 NORTHERN AV..5-361	PAMELA J & SHAWN P HALE	\$0.00	\$4,850.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106662	512 ETHEL AV..5-816	DENIS LIEBERGEN	\$0.00	\$3,500.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106663	601 ROY AV..5-791	COLLEEN P HILLBERG	\$0.00	\$3,850.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106664	609 ROY AV..5-793	ERIC & LINDA GUSTKE	\$0.00	\$3,850.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106665	617 BODART ST..11-53	MAY MARIE INC	\$0.00	\$9,800.00	Pending
[60-1 - Water Service - Connection/Repair (Commercial)] REPLACE LEAD WATER SERVICE					
106666	702 N BROADWAY..5-70	MCALLISTER PROPERTIES LLC	\$0.00	\$4,300.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106667	909 N BROADWAY..18-506	ROSE C DENIS	\$0.00	\$4,500.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106669	930 ELMORE ST..5-1254	COVER RENTALS LLC	\$0.00	\$5,600.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106670	970 MATHER ST..18-798	KATHLEEN ANN HUPY REVOCABLE TRUST	\$0.00	\$4,350.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106671	972 MATHER ST..18-795	DENNIS R TAYLOR	\$0.00	\$3,850.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
106672	409 S WEBSTER AV..14-872	WP HART PROPERTIES LLC	\$70.00	\$2,500.00	Pending
[60-1 - Water Heater (Commercial)] COMMERCIAL WATER HEATER					
106678	2327 BAY BEACH CT..21-4753	CHARLES J & JUDY L HASTERT	\$50.00	\$1,200.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT					

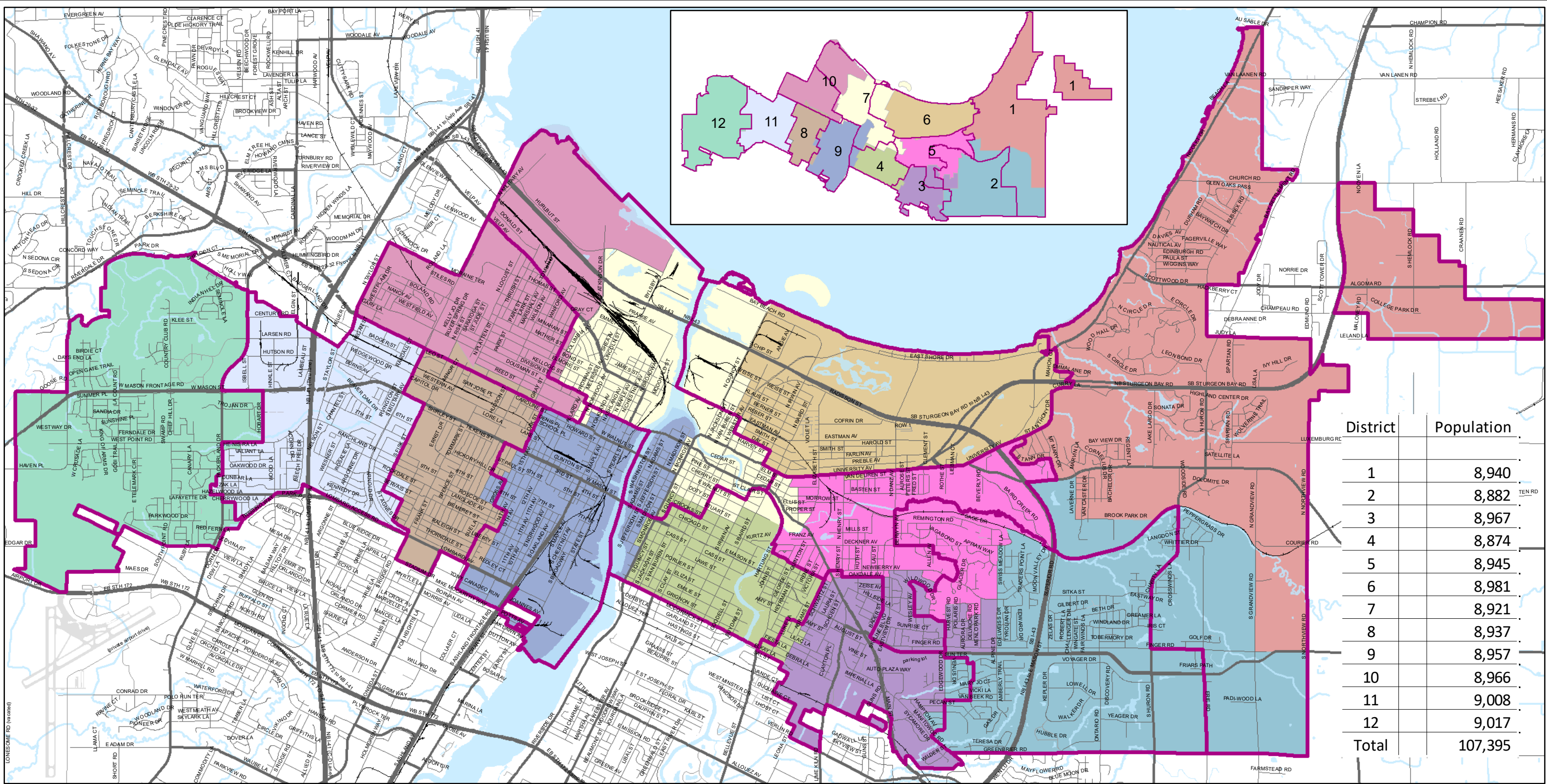
106679	1345 LANGLADE AV..6-834	DEBRA B TUCKER	\$50.00	\$1,300.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT					
106680	808 SPENCE ST..2-1362	DANIEL G SCHMIDT	\$50.00	\$3,950.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE & PLACE LINER OVER EXISTING TUB & WALLS					
106699	907 VENUS DR..21-4305	SHARON M & WILLIAM K BOOCKMEIER	\$30.00	\$3,000.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] CONNECT EVE'S TO STORM					
105849	501 HOWE ST..13-142	FIRST UNITED METHODIST CHURCH CONGREGATION	\$154.91	\$18,000.00	Pending
[70-1 - Signs - Permanent] Updated Monument & Wall Signage					
106311	1979 MAIN ST..21-1328	HEAVEN SENT INVESTMENTS LLC	\$326.56	\$39,600.00	Pending
[70-1 - Signs - Permanent] New Sign Package					
106493	1814 ELIZABETH ST..21-5713	1814 ELIZABETH STREET LLC	\$60.00	\$200.00	Pending
[70-1 - Signs - Permanent] TEMPORARY SIGN					
106675	2020 RADISSON ST..21-295-17	DREWS PROPERTIES LLC	\$195.83	\$7,640.00	Pending
[70-1 - Signs - Permanent] New Wall Sign					
Totals: 296 projects			\$36,489.82	\$6,515,354.30	

Summary of Projects Issued

10/1/2021 to 10/31/2021

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	3	3	6	3	3	3	3	3	\$3,127.95	\$640,000.00
2 Residential - Addition - Single Family House	2	2	2	2	2	1	2	0	\$510.00	\$127,000.00
2 Residential - Alteration - 1 -2 Family House	18	2	13	18	10	4	8	0	\$3,610.36	\$347,006.00
7 Deck, Porch, Patio, Ramp (Residential)	9	5	5	9	0	0	0	0	\$700.00	\$78,696.52
9 Raze - Building or Structure (Residential)	4	0	1	4	0	0	2	1	\$375.00	\$29,225.00
11 Driveway Replacement and/or Expansion (Residential)	15	0	0	15	0	0	0	0	\$750.00	\$68,100.00
11 Fence (Residential)	21	0	0	21	0	0	0	0	\$1,050.00	\$118,741.33
11 Foundation Repair (Residential)	3	0	0	3	0	0	0	0	\$150.00	\$21,262.00
11 Garage/Carport/Shed (residential)	5	5	5	5	3	0	0	0	\$682.53	\$72,000.00
11 Swimming Pool (Residential)	1	1	1	1	1	1	0	0	\$200.00	\$80,000.00
30 Commercial - Alteration - Multi-Family of 3 or more units	2	0	2	2	1	1	1	0	\$620.47	\$15,500.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	14	1	16	14	10	8	8	2	\$10,757.11	\$2,128,590.00
31 Commercial - New - Structures Other Than Buildings (parks, outdoor stadiums, marinas, outdoor swimming pools, outdoor theaters, boardwalks, wharves, docks).	1	1	1	1	1	0	0	0	\$590.00	\$50,000.00
34 Cell Tower - Alteration to Existing (Commercial)	3	0	0	3	3	0	0	0	\$420.00	\$95,000.00
34 Certificate of Occupancy (Commercial)	1	0	1	1	1	0	0	0	\$290.00	\$9,000.00
34 Fence (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$24,800.00
34 Parking Lot - New & Reconstruction (Commerical)	5	0	0	5	0	0	0	0	\$420.00	\$478,468.00
34 Roofing (Commercial)	8	0	0	8	0	0	0	0	\$490.00	\$722,709.00
34 Temporary Office/Trailer/Event (Commercial)	1	1	0	1	1	0	0	0	\$240.00	\$0.00
34 Z - Misc Project Not Listed (Commercial)	2	2	0	2	0	0	0	0	\$120.00	\$311,161.00
40 Electrical Service - Change (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$4,000.00
40 Electrical Service - Change (Residential)	7	0	0	0	7	0	0	0	\$350.00	\$20,700.00
40 Electrical Service - Repair (Residential)	5	0	0	0	5	0	0	0	\$250.00	\$5,800.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	5	0	0	0	5	0	0	0	\$260.00	\$16,201.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	2	0	0	0	2	0	0	0	\$100.00	\$8,200.00
40 New Electrical System (Residential)	2	1	1	1	2	0	0	0	\$224.10	\$25,500.00
40 Solar Panels - Electric	3	0	3	3	3	0	0	0	\$375.00	\$52,900.00
50 AC Unit Only (Residential)	6	0	0	0	0	6	0	0	\$300.00	\$30,792.00
50 Heating and Air Conditioning Units (Commercial)	4	0	0	0	0	4	0	0	\$350.00	\$141,748.00
50 Heating and Air Conditioning Units (Residential)	18	0	0	0	0	18	0	0	\$900.00	\$159,386.00
50 Heating Unit Only (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$3,604.00
50 Heating Unit Only (Residential)	22	0	0	0	0	22	0	0	\$1,100.00	\$112,966.20
60 Lawn Sprinklers (Commercial)	2	0	0	0	0	0	2	0	\$280.00	\$20,000.00
60 Lawn Sprinklers (Residential)	3	0	0	0	0	0	3	0	\$200.00	\$12,750.00
60 Misc Plumbing (treament systems, grease traps, backflow valve)(Residential)	1	0	0	0	0	0	1	0	\$30.00	\$1,200.00

60 Repair/Alter Existing Plumbing System (Commercial)	2	0	0	0	0	0	2	0	\$100.00	\$18,500.00
60 Repair/Alter Existing Plumbing System (Residential)	19	0	0	0	0	0	19	0	\$950.00	\$108,736.00
60 Storm Sewers - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$37,000.00
60 Storm Sewers - Connection/Repair (Residential)	9	0	0	0	0	0	9	0	\$4,230.00	\$18,481.75
60 Water Heater (Commercial)	2	0	0	0	0	0	2	0	\$100.00	\$4,224.00
60 Water Heater (Residential)	7	0	0	0	0	0	7	0	\$210.00	\$11,998.00
60 Water Service - Connection/Repair (Commercial)	3	0	0	0	0	0	3	0	\$0.00	\$19,500.00
60 Water Service - Connection/Repair (Residential)	47	0	0	0	0	0	47	0	\$30.00	\$198,468.50
70 Signs - Permanent	4	3	0	4	1	0	0	0	\$737.30	\$65,440.00
Totals:	296	27	57	128	62	69	120	6	\$36,489.82	\$6,515,354.30



0 0.5 1 2 3 4 Miles



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 IT Department. M.H.
Date Printed: 06 Oct 2021
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Former District Boundary

Alder District

City of Green Bay

2021 Alder Redistricting

MISCELLANEOUS ORDINANCE NO. 4-21

AN ORDINANCE REDISTRICTING THE CITY OF GREEN BAY

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

SECTION 1. The Common Council of the City of Green Bay hereby creates twelve (12) aldermanic districts for the City which are composed of the following wards, as established by resolution pursuant to Wis. Stats. § 5.15:

ALDERMANIC DISTRICT	WARD NUMBER
1	1, 2, 3, 4, 5
2	6, 7, 8
3	9, 10, 11, 12
4	13, 14, 15
5	16, 17, 18, 19
6	20, 21, 22
7	23, 24, 25, 26, 27
8	28, 29, 30, 31, 32
9	33, 34, 35, 36
10	37, 38, 39, 40
11	41, 42, 43, 44
12	45, 46, 47

SECTION 2. The boundaries of said aldermanic districts are portrayed on a map attached hereto as Exhibit A and made part hereof as though fully incorporated herein.

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

APPROVED:

Mayor

ATTEST:

Clerk

Attachment
10/19/2021



Garden of Lights
Walking Trail only included
in the special event permit

Westside
Terrace

Corner-
stone Hall
patio-eastside
terrace

Grand Garden, pathways
all highlighted in yellow

Concessions



TO: City of Green Bay Protection & Policy Committee
FROM: Susan Garot, Executive Director, Green Bay Botanical Garden
RE: Request for Special Event Liquor Permit
DATE: October 29, 2021

We are requesting a special event permit for our WPS Garden of Lights event that runs November 22 through January 1, 2022.

This permit would enable our guests to purchase limited alcohol in our concessions building (already included in the licensed premise description), and to consume that along the Garden of Lights trail as indicated on the attached map.

We appreciate the opportunity to provide the experiences we provide at the Garden, and to provide the appropriate food and beverage service that makes the most sense for our organization. Thank you for your consideration.

Susan Garot,
Executive Director
Green Bay Botanical Garden
2600 Larsen Road
Green Bay, WI 54303
920.490.9457
sgarot@gbbg.org

ZONING ORDINANCE NO. 14-21

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
FOR 216 SOUTH MILITARY AVENUE
(ZP 21-25)

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

SECTION 1. Pursuant to Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Development (PUD) for 216 South Military Avenue on the following described property:

Legal Description: LOT 1 OF 5 CSM 177 BNG PRT OF PC 1 WSFR & BNG PRT OF VACANT STRIP, 364,254 SQ FT

Tax Parcel: 6-266-E

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as applicable, the following conditions are imposed on the PUD for 216 South Military Avenue. It is the intent of the Common Council that the conditions listed herein supersede any and all conditions previously imposed on said property.

- A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) is to permit the temporary uses listed below as a bridge to a future redevelopment of the site consistent with the City's 2022 Smart Growth Plan and the Military Avenue Corridor Redevelopment Plan land uses and under the terms of the Developer's agreement between the applicant and the Green Bay Redevelopment Authority.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
1. Warehousing, limited production, and educational/training facility uses contained within the former Shopko/grocery store for a period not to exceed 3 years.
 2. Uses as allowed under the Community Center Commercial (C3) district.
 3. Existing liquor store subject to the requirements of the Community Center Commercial (C3) district.
- C. Prohibited Uses.
1. Exterior storage of product/material/equipment.
 2. Sale or display of vehicles/equipment .
 3. Outdoor storage of vehicles exceeding 10,000 lbs. Gross Vehicle Weight (GVW).
 4. Accessory structures/uses.

- D. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be compliant with the Community Center Commercial (C3) district.
- E. Building & Site Maintenance. Existing buildings and grounds shall be maintained in good repair.
- F. Lighting. All lighting on the subject property shall be regulated as set forth in Chapter 44, Article V, Division 8, Green Bay Municipal Code.
- G. Signage. All signage for the current project shall be regulated as follows:
1. All signs shall be constructed and in compliance with the general sign standards in Chapter 30, Section 30-5, Green Bay Municipal Code.
 2. All signs shall be constructed and in compliance with the sign standards within the Community Center Commercial (C3) district, Chapter 30, Section 30-36, Green Bay Municipal Code.
- H. Site Plan Review & Standards
1. A site plan shall be submitted, reviewed, and approved pursuant to Chapter 44, Article XIX, Green Bay Municipal Code, for any change of use within the existing building consistent with the use(s) in Section 2 B. of this ordinance and referenced in Exhibit A.
 2. All service, loading, and refuse areas shall be screened in accordance with Section 44-1917, Green Bay Municipal Code.
 3. Any ground-mounted and/or roof-mounted mechanicals shall be screened in accordance with Section 44-1917, Green Bay Municipal Code.
- I. Parking/Pedestrian Access.
All parking shall be regulated as required in Chapter 44, Article XVIII, Green Bay Municipal Code, related to Off-Street Parking, Drives, and Loading.
- J. Any site modifications may require a stormwater management plan compliant with standards established by the City's Department of Public Works and shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 43, Article IV, Green Bay Municipal Code.
- K. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD is required.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto, shall run with and be jointly and severally binding upon the fee simple owner and

the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

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

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

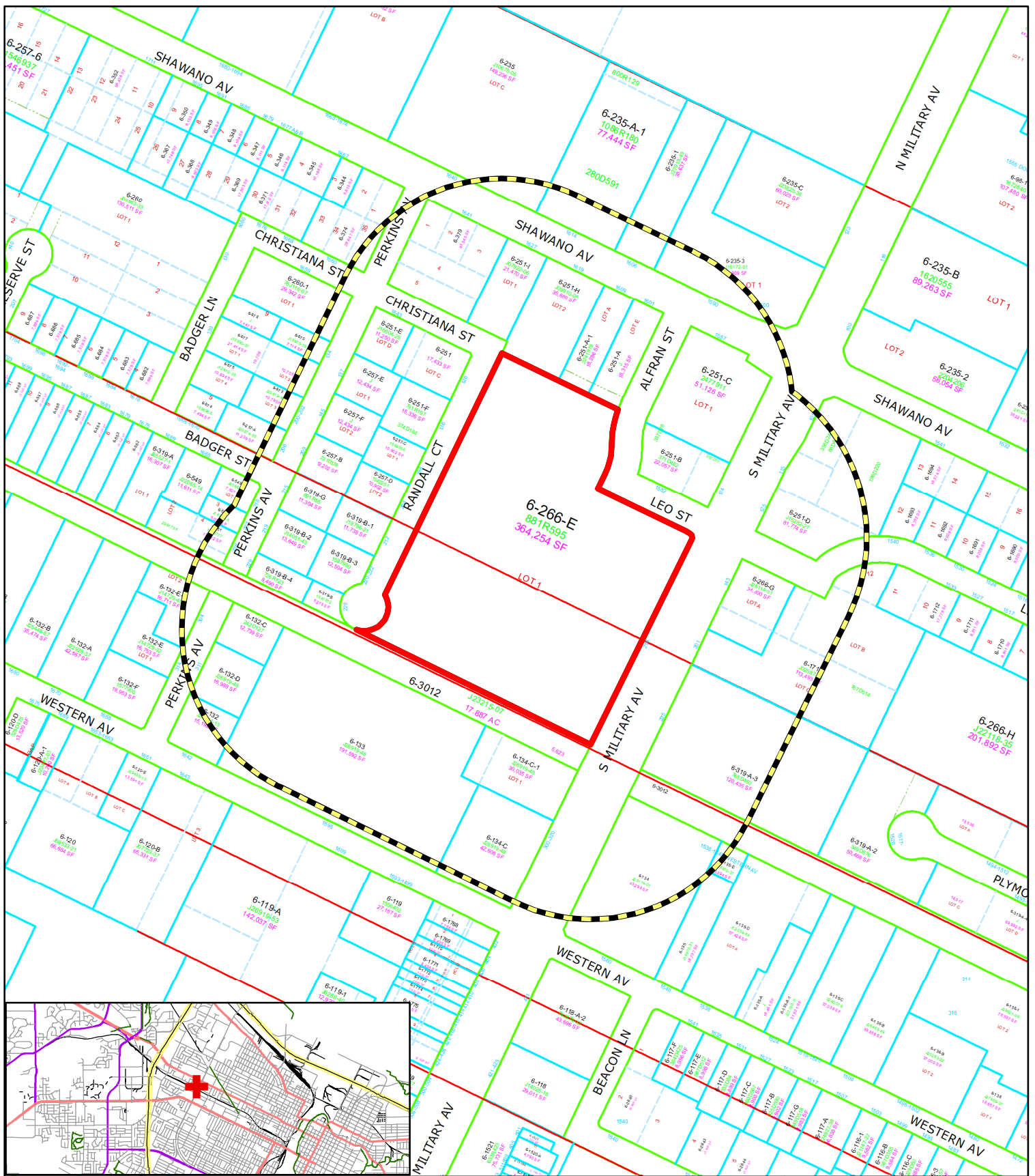
APPROVED:

Mayor Eric Genrich

ATTEST:

Clerk

Attachments:
Exhibit A – Floor Plan



Zoning Petition (ZP 21-25)
Proposed Planned Unit Development (PUD)
216 South Military Avenue

- Subject Area
- 400' Property Owner Notice

0 5,000 10,000
 Feet



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

ZONING ORDINANCE NO. 13-21

AN ORDINANCE REPEALING ZONING ORDINANCES NOS. 38-79,
10-81, 01-87, 20-88, 12-89, 19-96, 13-97, 04-98, 19-98, 26-98, 08-00, AND 01-21
AND CREATING A PLANNED UNIT DEVELOPMENT (PUD)
FOR THE 2300-2400 BLOCK EAST MASON STREET, EAST TOWN MALL
(ZP 21-26)

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

SECTION 1. Zoning Ordinance No. 38-79, creating the Planned Unit Development (PUD) for the 2300-2400 block of East Mason Street, and all subsequent zoning ordinances amending it, including but not limited to ZO Nos. 10-81, 01-87, 20-88, 12-89, 19-96, 13-97, 04-98, 19-98, 26-98, 08-00, and 01-21, are hereby repealed. It is hereby declared to be the intention of the City of Green Bay that any Zoning Ordinances affecting said PUD not explicitly enumerated herein are likewise repealed in their entirety.

SECTION 2. Pursuant to section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, a Planned Unit Development for the 2300-2400 Blocks of East Mason Street is hereby created on the following described properties, collectively known as “East Town Mall”:

Legal Description: Those parts of Lots 28 and 29 of Astor’s Subdivision of Private Claims 3 through 7, East Side of Fox River, of Government Lot 1 and of the NE ¼ of the NW ¼ of Section 9, Township 23 North, Range 21 East, all lying in the City of Green Bay, Wisconsin described as:

Commencing at the southeast corner of Private Claim 7, East Side of Fox River; thence north 64°21’33” West 598.70 feet; thence North 43°33’47” West 33.37 feet to the easterly right-of-way line of U.S. Highway “141”; thence along said right-of-way North 11°13’00” West 660.52 feet; thence South 89°24’00” East 280.00 feet along the north line of Auto Plaza Way to the point of beginning; thence North 0°36’00” east 300.00 feet; thence North 89°24’00” West 313.49 feet to the east line of the frontage road; thence along said east line along the arc of a curve to the right with a radius of 597.79 feet and the chord of which bears North 12°59’58” West 37.19 feet; thence continuing along said east line North 11°13’00” West 68.00 feet; thence continuing along said east line along the arc of a curve to the right with a radius of 604.28 feet and the chord of which bears North 4°25’12” West 143.03 feet; thence continuing along said east line North 2°22’36” East 104.94 feet; thence continuing along said east line along the arc of a curve to the left with a radius of 87.57 feet and the chord of which bears North 1°25’43” East 2.90 feet; thence South 693.81 feet to the south line of Mason Street; thence along said south line South 63°49’30” East 20.00 feet; thence continuing along said south line South 66°51’59” East 376.91 feet; thence continuing along said south line South 89°05’47” East 97.12 feet; thence continuing along said south line South 89°36’59” East 434.67 feet; thence South 44°36’59” East 56.57 feet; thence South 89°36’59” East 70.00

feet; thence North 45°23'01" East 56.57 feet; thence South 89°36'59" East 1090.54 feet along the south line of Mason Street; thence South 89°48'27" East 52.91 feet; thence South 0°21'25" East 172.64 feet along the west line of the plat of "Scotland East"; thence North 89°38'35" East 9.11 feet; thence South 0°21'25" East 809.55 feet along the west line of said plat to the north line of the plat of "Pheasant Run East" thence along said north line and along the south line of the NE ¼ of the NW ¼ of Section 9 and the south line of Government Lot 1 and the north line of Auto Plaza Way, North 89°24'00" West 2484.45 feet to the point of beginning and containing 57.382 acres.

Tax Parcels: 21-126-4, 21-126-5, 21-126-6, 21-126-14, 21-126-15, 21-126-8, 21-126-9, 21-126-9-1, 21-126-7, 21-126-3, 21-126-17, 21-126-13, 21-126-1, 21-126-2, 21-126-11-1, 21-126-11, 21-126-16, 21-126-10, 21-126-12

SECTION 3. Pursuant to Chapter 44, Article XX, et seq., Green Bay Municipal Code, as they apply, the following regulations are imposed:

- A. Purpose and Intent. The purpose and intent of repealing and recreating the Planned Unit Development (PUD) for East Town Mall is to update language that has received multiple amendments. This ordinance will clarify the signage allowance for the campus. It will also allow for the creation of "in lot" parcels on this campus in their vast parking areas. The PUD will unify the campus with consistent zoning standards and provide appropriate buffering to surrounding properties. The PUD boundaries are shown in Exhibit B.
- B. Permitted and Conditional Uses. The land uses which may be established and/or maintained on the subject property shall comply with uses as detailed under Community Center Commercial (C3) zoning, found in Chapter 33, Article VIII, Green Bay Municipal Code, with the following exceptions:
1. Limited production and processing uses, as defined in Section 44-250, Green Bay Municipal Code, shall be permitted to be established and occupy the rear portion of the multiple tenant shopping mall building as depicted on Exhibit A, with the following conditions:
 - a. Retail and/or service businesses shall occupy the northern section of the building with individual storefronts and entrances directly adjacent to the parking area.
 - b. All outdoor display and storage associated with the limited production and processing uses on the property are prohibited.
 - c. Truck traffic, delivery staging, loading/unloading, or other accessory uses associated with the limited production and processing uses on the property are prohibited to the north of the Mall's façade.
 - d. Additional limited production and processing uses shall require a Conditional Use Permit to be established.
 2. Restaurants with a drive-through facility require a Conditional Use Permit to be established.

C. Prohibited Uses.

1. Automobile sales- used or new
2. Motor vehicle repair, major

D. Dimensional and Area Requirements. Dimensional and area requirements for structures on the subject property shall comply C3 zoning requirements, with the following exceptions:

1. Lots. “In Lot” parcels, as described as a buildable lot with no public right-of-way access, are allowed within the PUD area if fronting an approved semi-public road, as detailed in Exhibit C with the following regulations:
 - a. All semi-public roads must be created through a recorded permanent cross-access easement that includes public access and access to all adjacent parcels. The City of Green Bay must be a party to this easement.
 - b. All semi-public roads shall be no less than 50-feet in width and shall not exceed 70-feet in width.
 - c. This PUD is only in effect if/when the semi-public roads detailed in Exhibit C are recorded with the Brown County Register of Deeds on all adjacent parcels as described in Section 3.D.1.a above. This PUD will be considered void if no recordation happens within twelve (12) months of the adoption of this PUD.
 - d. Additional semi-public roads shall be established only through amendment of this PUD and recording with the Brown County Register of Deeds on all adjacent parcels.
 - e. Information related to the maintenance of each semi-public road shall be approved by the City of Green Bay and recorded with the permanent cross-access easement.
 - f. All lot creation must be done according to Chapter 36, Green Bay Municipal Code, including the requirement that if five or more lots are to be created from a parent parcel within five (5) years, a subdivision plat is required. The requirement of public right-of-way frontage will be the only exception granted through this ordinance.
2. Setbacks and Lot Dimensions: All setbacks are as established under the C3 Zoning District, with the following exception:
 - a. “In Lot” parcels must have a minimum of a 60-foot frontage onto a semi-public road.
 - b. “In Lot” parcels shall have 6-foot side and rear setbacks.
 - c. “In Lot” parcels shall only have access on one semi-public or public road. No double-fronting parcels are permitted. However, corner lots are permitted.
3. Heights of Structures: Height requirements shall be regulated as specified within the C3 Zoning District.

E. Signage. All signage shall be regulated as follows:

1. New signs, including but not limited to freestanding and wall signs, shall conform to C3 Zoning District requirements, as specified in Chapter 30,

Signs, and in accordance with the following:

- a. Freestanding signage is permitted for each “in lot” or parcel separate from the main mall structure in accordance with the following:
 1. There shall be a message panel/sign no greater than fifteen (15) feet in length by four (4) feet in height for a total of 60 square feet on one side. The message panel/sign may be two-sided, but may not have more than two sides. The message shall be limited to one business name per parcel and may consist of the business name and corporate logo. The corporate color scheme is permitted.
 2. The message panel/sign shall be directly mounted to a brick base ten (10) feet in length and three (3) feet in height. There shall not be any air space or opening between the message panel and the base. The texture, size, and color of the brick for the sign base shall be the same as that of the business structure on that parcel.
 3. The depth of the message panel/ sign and base shall not exceed two (2) feet. No message or logo shall be permitted on the depth of the sign.
 4. The signs shall be placed perpendicular to the street right-of-way or semi-public road. There shall be a ten-foot (10’) minimum setback from the street right-of-way or semi-public road. Only one (1) sign is permitted for each parcel. The message panel and base constitute a “sign.”
 5. The permitted freestanding signs shall be illuminated. All lighting shall be limited to the interior of the sign panels.
 6. All required dimensions or standards shall be no more or less than specified herein unless specifically stated.
 7. All signs are subject to sign permitting requirements.
 - b. Wall mounted signage for all principal buildings shall be restricted to the following:
 1. No more than 80 square feet of signage on any single wall.
 2. No more than 185 square feet of signage for all wall total.
 3. Accessory buildings shall not be allowed any signage.
2. Three (3) pylon directory signs and one (1) monument directory sign are permitted for the whole of the East Town campus. Approved pylon directory sign locations are noted in Exhibit D as signs 1, 2, and 3. Approved monument directory sign is noted in Exhibit D as sign 4. All directory signs are further regulated as follows:
 - a. Any tenant of the main mall structure may have signage on the pylon directory signs. Any tenant within the East Town campus may have signage on the monument directory sign. The color of each tenant panel shall bear the corporate colors of the tenant identified by the sign.
 - b. Any sign face changes require review and approval of a Sign Permit.

- c. Any changes to the design, location, or size of the existing directory signs require review and approval of a Sign Permit and must conform to the following:
 - 1. These signs must remain perpendicular to the nearest public right-of-way.
 - 2. Pylon signs shall be no higher than 40 feet, and the monument sign shall be no more than twelve (12) feet. The height of the sign shall be measured from the finish grade of the entrance at which it is located.
 - 3. The base of the column shall be no greater than six (6) feet in height and fourteen (14) feet in length.
 - 4. The depth of the signs, base and column, shall not exceed three (3) feet.
 - 5. The column shall be 24 feet in height and eight (8) feet in length.
 - 6. The finish material and color of the base and column shall be the same as the structural finish material of the mall building.
 - 7. Each directory sign must contain a campus identification portion that reads "East Town".
- d. Tenant panels on directory signs may be internally illuminated. No exterior lighting is permitted.
- e. Tenant panels may extend the full length of the directory sign or may extend only halfway.
- f. Up to 25% of the pylon directory signs 2 & 3 and monument sign (4) may be used as a one-line multiple message sign. The design of the sign is subject to review and approval of the City. Multiple message signs are prohibited on pylon directory sign 1.

F. Site Plan Review & Standards

- 1. A site plan shall be submitted, reviewed, and approved in accordance with Chapter 44, Article XIX, Green Bay Municipal Code.
- 2. All service, loading and refuse areas shall be screened in accordance with Section 44-1917, Green Bay Municipal Code.
- 3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Section 44-1919, Green Bay Municipal Code.
- 4. All "In Lots" shall be curbed around the property line aside from approved driveway areas.

G. Parking, Pedestrian Access, and Traffic

- 1. All parking and loading requirements for uses in the C3 Zoning District shall be as set forth in Chapter 44, Article XVIII, Green Bay Municipal Code, relating to Off-Street Parking, Drives and Loading.
- 2. Access to the development shall be limited to East Mason Street, Main Street frontage road, and Auto Plaza Way.
- 3. Shared parking is encouraged as part of this development.
- 4. Pedestrian and bike access is required as detailed in Section 44-1819. "In lots"

have the same requirements as a standard lot.

H. Landscaping/Transitional Yard

1. All landscaping requirements are established under the Community Center Commercial (C3) zoning, further described in Sections 44-1964 through 44-1969, Green Bay Municipal Code, with the following exception:
 - a. Any additional development within 100 feet of the eastern and southern boundaries adjacent to residentially zoned property shall require the installation of a minimum twenty-five-foot (25') wide landscaped area that includes a berm not less than four (4) feet in elevation next to the adjoining residential areas.

- I. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD.

SECTION 4. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 5. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 8. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 9. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

APPROVED:

Mayor Eric Genrich

ATTEST:

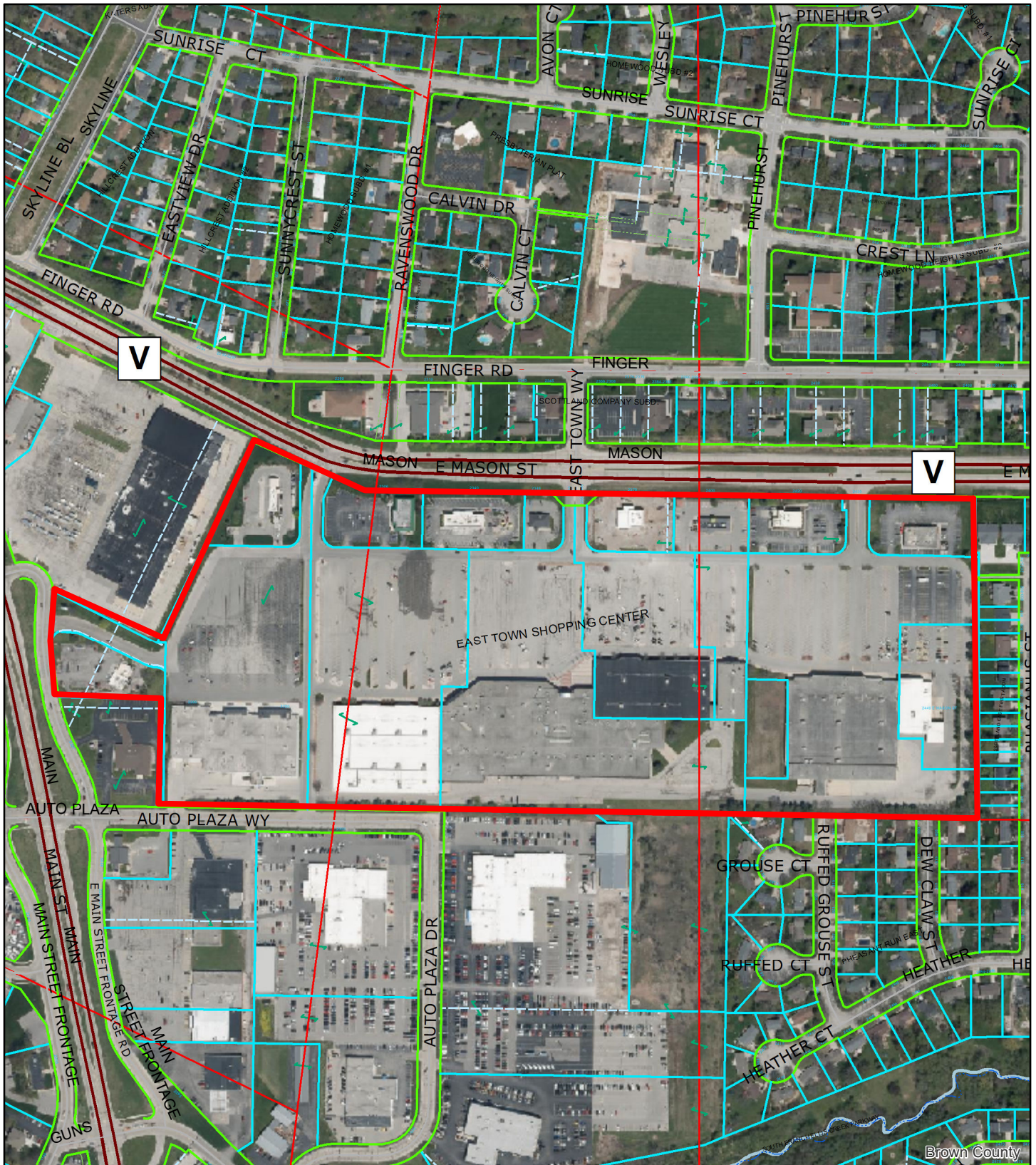
Clerk

Attachments:

Location Map
Exhibit A – Use Map
Exhibit B – Boundary Map
Exhibit C – Semi-Public Roads
Exhibit D – Pylon Sign Locations

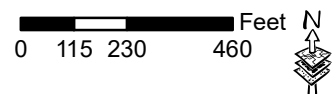
Exhibit A – Area Permitting Limited Production and Processing Uses



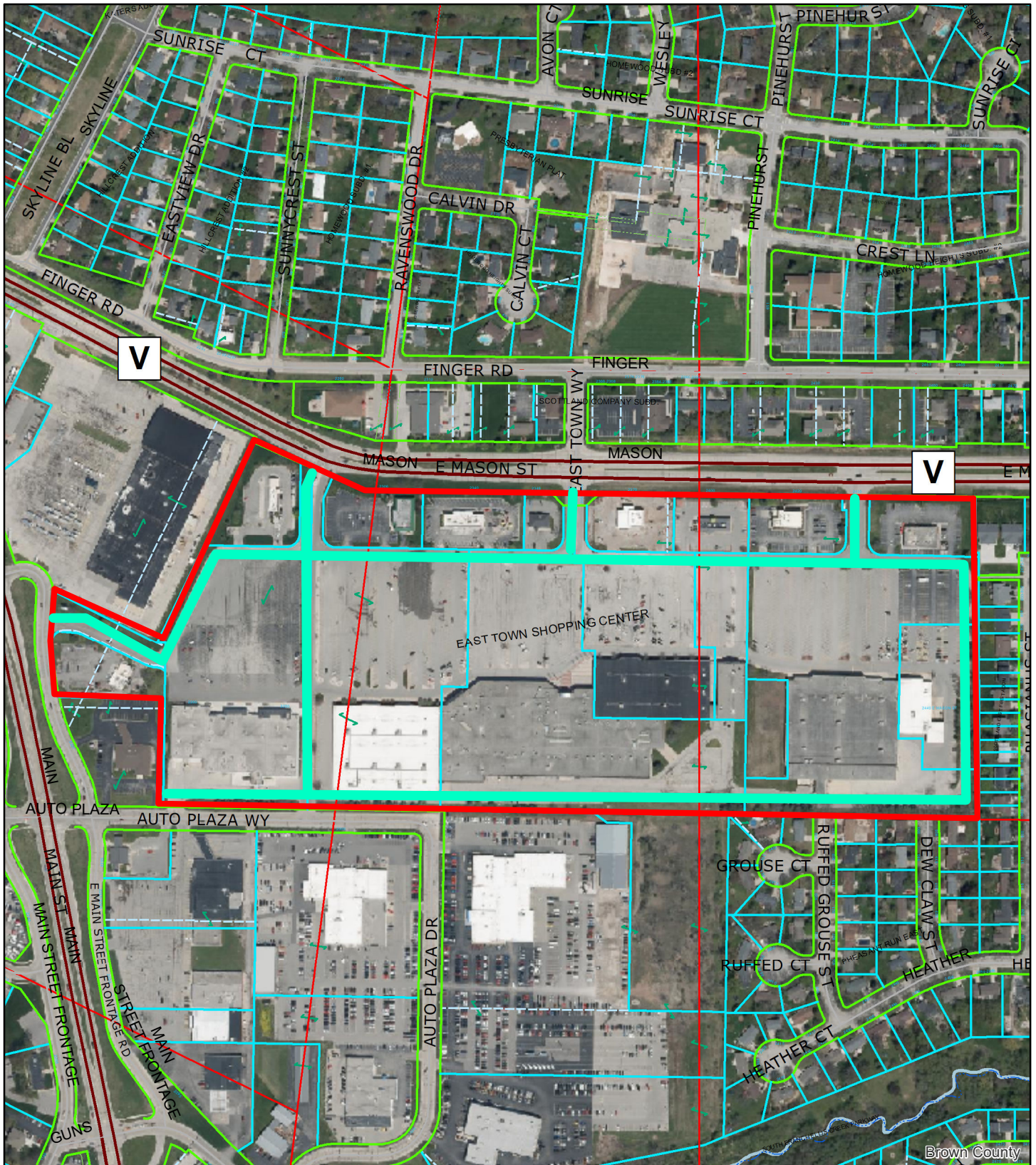


This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 26 Oct 2021 X:\Planning\Basemaps\template_8.5x11.mxd

(ZP 21-26) Exhibit B

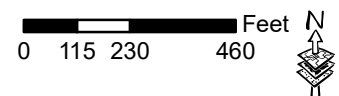


 Boundary



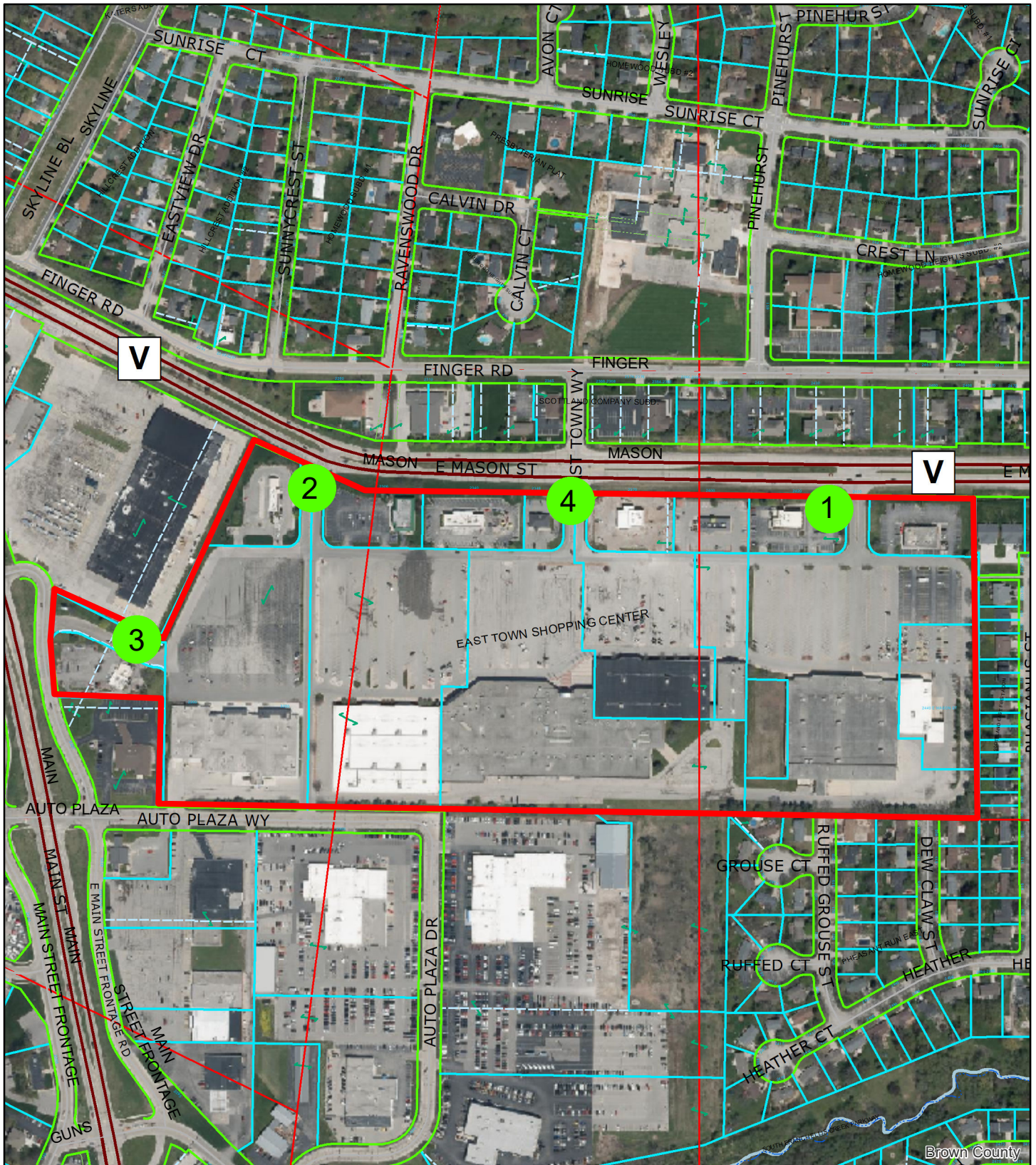
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(ZP 21-26) Exhibit C



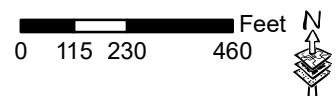
— Semi-Public Roads

— Boundary



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(ZP 21-26) Exhibit D



Sign Locations



Boundary

GENERAL ORDINANCE NO. 25-21

AN ORDINANCE AMENDING CHAPTER 44, ARTICLE XVIII, GREEN BAY MUNICIPAL CODE, RELATING TO OFF-STREET PARKING, DRIVES AND LOADING

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

SECTION 1. Section 44-1691, Green Bay Municipal Code, is hereby amended as follows:

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 is not exposed. Maintenance and repair that ~~expose~~ **exposes** the base material (**typically crushed stone/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 ~~greater~~ **less**.
- (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.

SECTION 2. Section 44-1693, Green Bay Municipal Code, is hereby amended as follows:

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 **such as washing, changing fluids, rotating tires, etc.,** of licensed operable vehicles, **as described in this section,** 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.

SECTION 3. Section 44-1694, Green Bay Municipal Code, is hereby amended as follows:

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 **twelve (12) to but no greater than eighteen (18)** inches in width.

SECTION 4. Section 44-1697, Green Bay Municipal Code, is hereby amended as follows:

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.~~

- ~~(1a) No new development or fully redeveloped site shall be permitted driveway access onto any right-of-way for which the city has jurisdiction that is classified as an arterial street, unless said arterial street is the only frontage available.~~ **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**b**) 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 **unless the property or development site is fully reconstructed, in which case the driveway access limitations of this article shall be in full effect.**

(4**c**) Exception to this limitation is permitted if determined by the Department of Public Works based on findings of a traffic impact analysis **or traffic study.**

SECTION 5. Section 44-1698, Green Bay Municipal Code, is hereby amended as follows:

Sec. 44-1698. Access distance from intersections.

(a) Driveway approaches measured along the property line shall be a minimum **distance from the** intersection of the street right-of-way lines on a corner lot **based on roadway design speed/speed limit, as specified in the table below** ~~or 35 feet from the point of intersection of the face of the curbs, whichever is greater.~~ See Figure 1: Access Distance from Intersections.

<u>Roadway Design Speed (MPH)</u>	<u>Distance to Driveway Edge</u>
<u>15</u>	<u>80 feet</u>
<u>20</u>	<u>115 feet</u>
<u>25</u>	<u>155 feet</u>
<u>30</u>	<u>200 feet</u>
<u>35</u>	<u>250 feet</u>
<u>40</u>	<u>305 feet</u>
<u>45</u>	<u>360 feet</u>
<u>50</u>	<u>425 feet</u>

(b) Should the property being accessed by the driveway not have sufficient frontage to comply with the minimum distance specified in these regulations, the driveway

will be placed the furthest distance possible with the understanding that code required setbacks, transitional yards, etc. must be established/maintained.

Removed: "Figure 1: Access Distance From Intersections"

SECTION 6. Section 44-1726(g), Green Bay Municipal Code, is hereby amended as follows:

- (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~~ **fewer** 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.

SECTION 7. Section 44-1746, Green Bay Municipal Code, is hereby amended as follows:

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 of 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.
- 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.

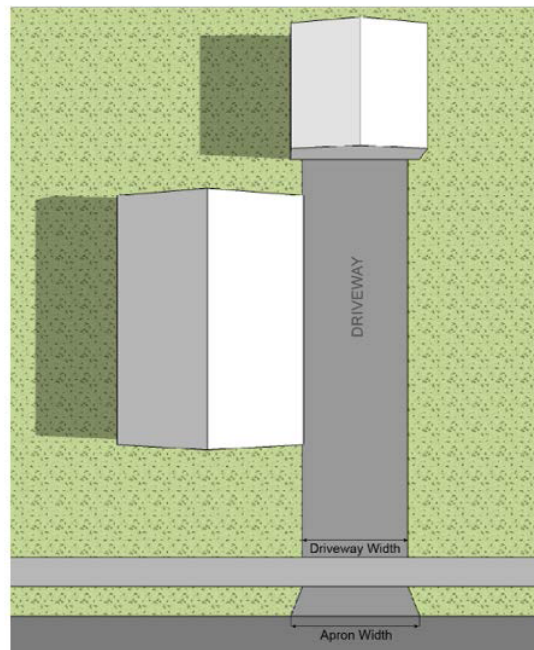


Fig. 3.A: Single & Two-Family Drive Width—Standard

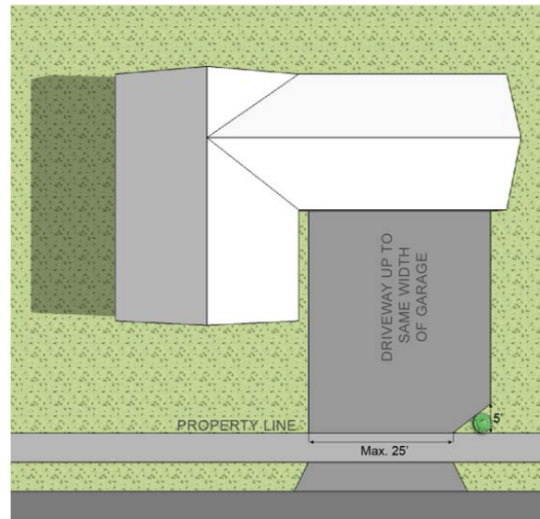


Fig. 3.B: Single & Two-Family Drive Width—Enlarged with Taper

- 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. Said **If said** taper "triangle" shall contain **is found to be driven over and in a deteriorated state, the City may require the installation of** 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.

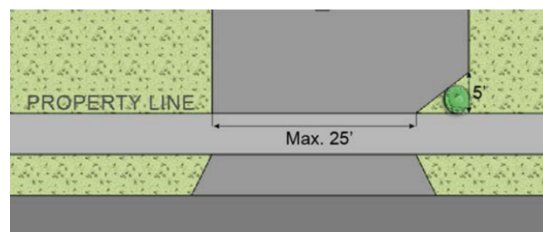


Fig. 3.C: Single & Two-Family Drive Width—Taper Detail

- 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 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.

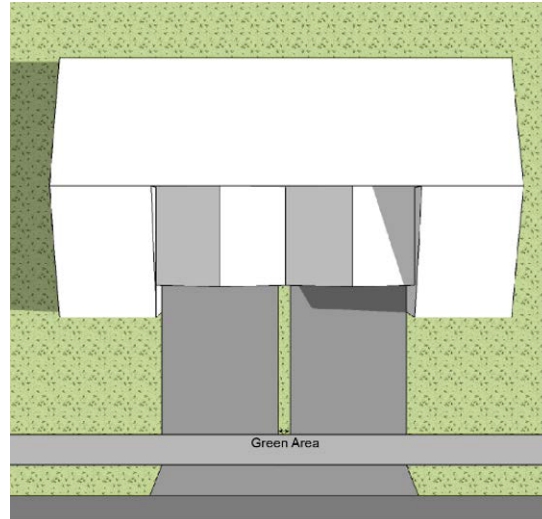


Fig. 4: Two-Family Drive Separation

- 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.

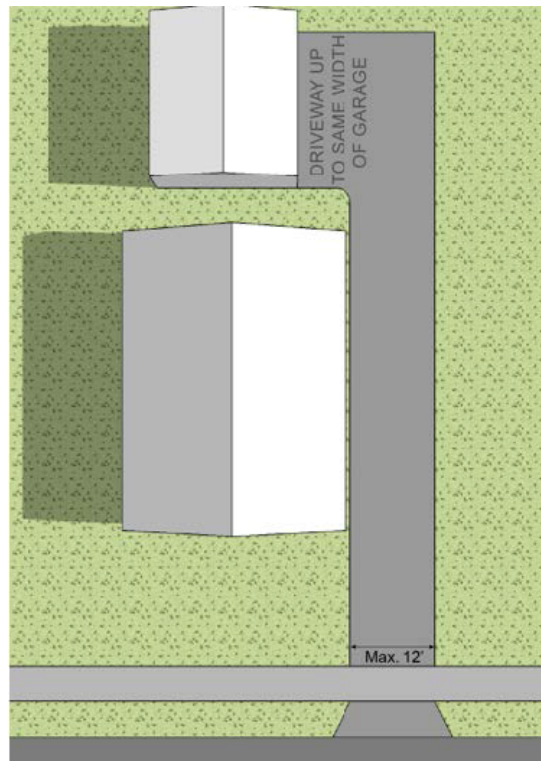


Fig. 5.A: Alternative Single & Two-Family Drives—Side Loading

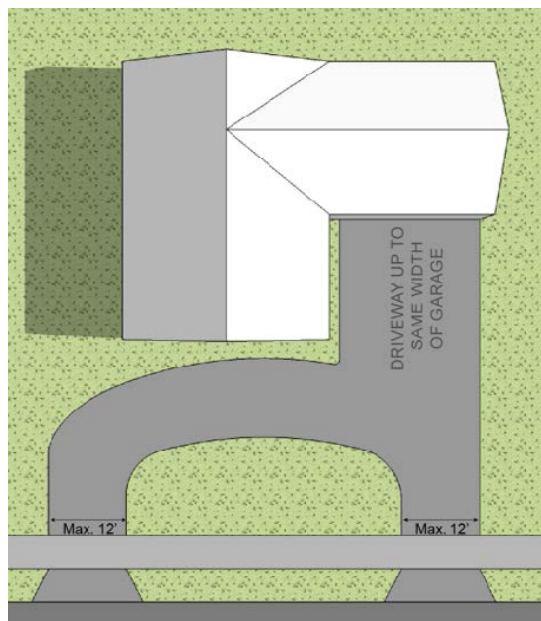


Fig. 5.B: Alternative Single & Two-Family Drives—Circular

- 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.

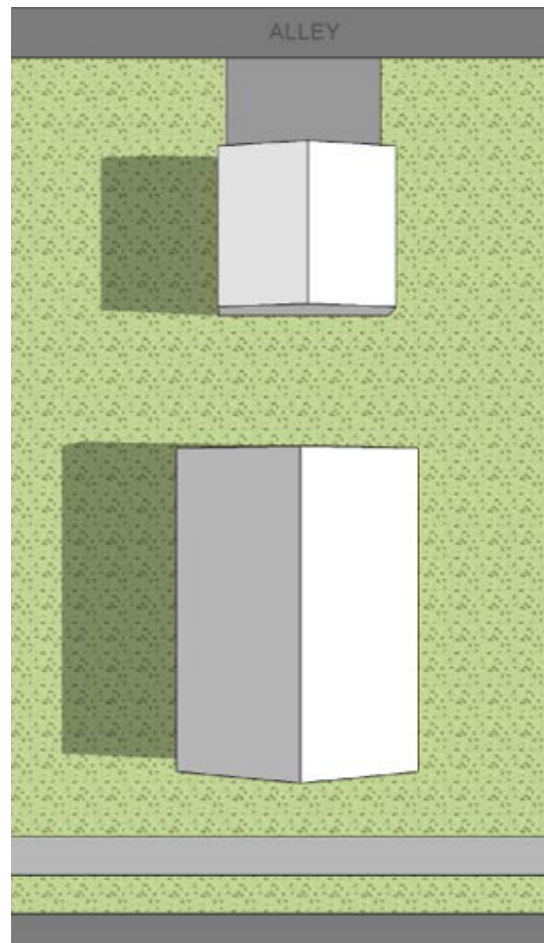


Fig. 5.C: Alternative Single & Two-Family Drives—Alleys

- h. In no case shall the maximum driveway width be cumulatively greater than 50 percent of the lot frontage.

SECTION 8. Section 44-1747, Green Bay Municipal Code, is hereby amended as follows:

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.
- (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 spaces **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.

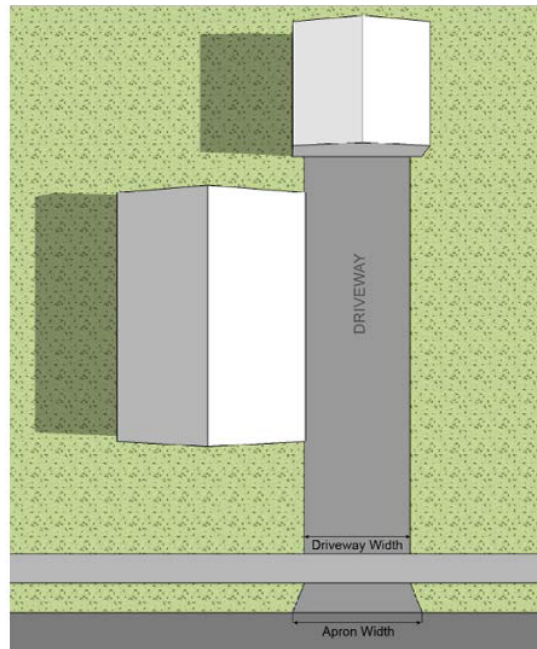


Fig. 6.A: Single & Two-Family Parking Space—Garage

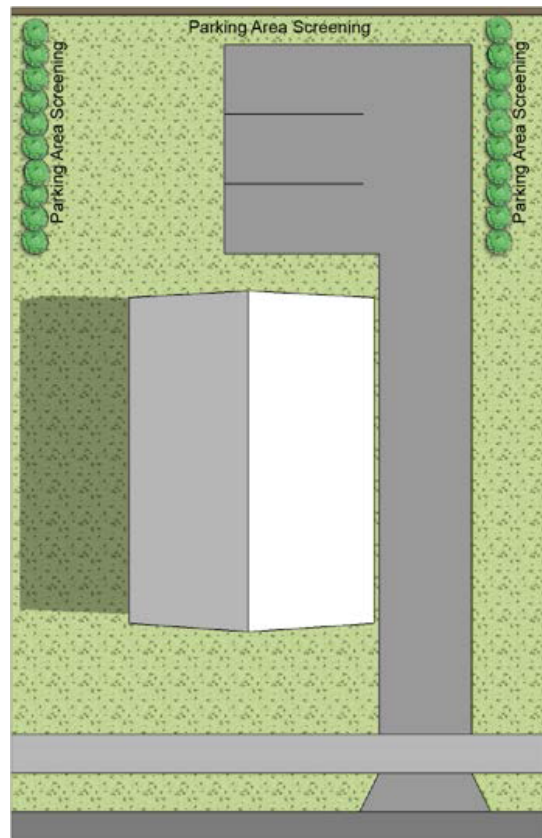


Fig. 6.B: Single & Two-Family Parking Space—Uncovered

- (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).

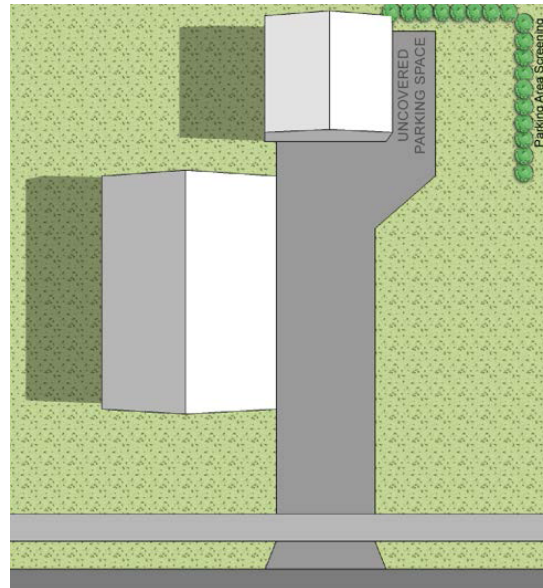


Fig. 7: Single & Two-Family Parking Space Beside Garage

- a. 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.
- b. 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.
- c. 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:
 - 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.

SECTION 9. Section 44-1773, Green Bay Municipal Code, is hereby amended as follows:

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 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) If the property or development site is unable to meet the access limitations regulations of Section 44-1698, then only one two-way driveway or two one-way driveways shall be permitted.

(45) 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 curblines shall be no less than 15 feet. Minimum distance between two-way drives at the curblines 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
All	35 feet	45 feet

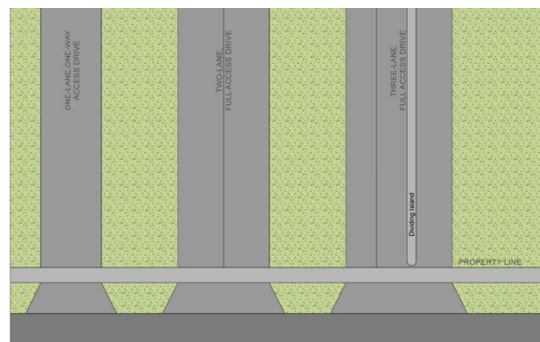


Fig. 8: One-Lane, Two-Lane & Three-Lane Access Drive Detail

(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.

SECTION 10. Section 44-1774, Green Bay Municipal Code, is hereby amended as follows:

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.
 - b. To prevent the loss of required internal circulation aisles.

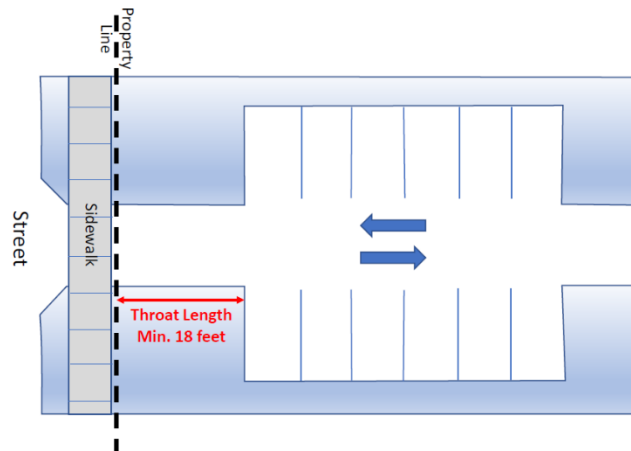
- (c) *Circulation.* Parking facilities shall be designed to provide for the safe and efficient movement of all traffic entering, exiting, and circulating on the site. Circulation patterns shall conform to the general rules of the road. All traffic control measures shall meet the requirements of the 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 **in the follow table, as shown in** Figure 9: Parking Space Design Standards.

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.

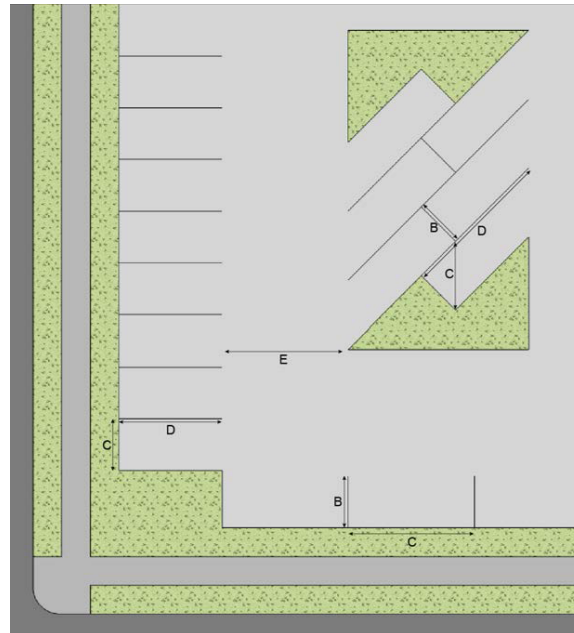


Fig. 9: Parking Space Design Standards

SECTION 11. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 12. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

APPROVED:

Mayor

ATTEST:

Clerk

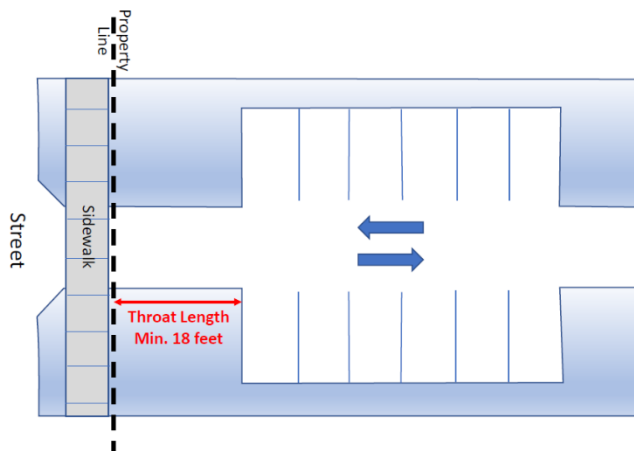
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11/2/21

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 32)
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 32)
3. **44-1693 (2)&(4)** – Remove requirement that vehicles be registered and/or have license plates. (Page 2 of 32)
4. **44-1694 (b)** – Allow permeable pavers systems per DNR technical standards. (Page 2 of 32)
5. **44-1694 (c)** – Clarification on size of wheel strips. (Page 2 of 32)
6. **44-1697 (1 & 2)** – Limit single and two-family uses to access local roads over collector or arterial roads unless they are the only available. (Page 3 of 32).
7. **44-1698** – Increase current driveway distance from intersections from 25' from property line and 35' from curb to a scale based on speed limit ranging from 80' – 425'. (Page 3 & 4 of 32).
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 13 of 32)
9. **44-1746** – Allow 24" of additional pavement beyond garage doors for s-f/2-f. (Page 13 of 32)
10. **44-1746 (3)(c)** – Remove requirement to use a vehicle trespass "block" on res. driveway taper, unless it becomes an issue. (Page 15 of 32)
11. **44-1747 (b)(1)** – Define s-f/2-f open parking stall to be 8' X 15'. (Page 19 of 32)
12. **44-1747 (e)** – Remove screening requirement for open parking on s-f/2-f uses. (Page 21 of 32)
13. **44-1773 (b)(2)** – Remove buffer requirements for parking lots abutting a street (Page 23 of 32)
14. **44-1774 (g)** – Add a 18' driveway throat length for m-f/non-res parking lots. (Page 25 of 32)



GENERAL ORDINANCE NO. 28-21

**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.

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.

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

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

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.

DONALD DRIVER WAY, both sides, from a point 285 feet north of Kellogg Street to a point 440 feet north of Kellogg Street.

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

GENERAL ORDINANCE NO. 27-21

**AN ORDINANCE
AMENDING SECTION 40-71,
GREEN BAY MUNICIPAL CODE,
RELATING TO TRAFFIC REGULATIONS**

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

SECTION 1. Section 40-71, Green Bay Municipal Code, is hereby amended to remove the following 3-WAY STOP condition:

HUTH STREET (SOUTH), at Oakdale Avenue

SECTION 2. Section 40-71, Green Bay Municipal Code, is hereby amended to establish the following 1-WAY STOP conditions:

GILBERT DRIVE, at Ontario Road
HUTH STREET (SOUTH), at Oakdale Avenue

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

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

Dated at Green Bay, Wisconsin this _____ day of _____, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

DJAH

MISCELLANEOUS ORDINANCE NO. 4-21

AN ORDINANCE REDISTRICTING THE CITY OF GREEN BAY

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

SECTION 1. The Common Council of the City of Green Bay hereby creates twelve (12) aldermanic districts for the City which are composed of the following wards, as established by resolution pursuant to Wis. Stats. § 5.15:

<u>ALDERMANIC DISTRICT</u>	<u>WARD NUMBER</u>
1	1, 2, 3, 4, 5
2	6, 7, 8
3	9, 10, 11, 12
4	13, 14, 15
5	16, 17, 18, 19
6	20, 21, 22
7	23, 24, 25, 26, 27
8	28, 29, 30, 31, 32
9	33, 34, 35, 36
10	37, 38, 39, 40
11	41, 42, 43, 44
12	45, 46, 47

SECTION 2. The boundaries of said aldermanic districts are portrayed on a map attached hereto as Exhibit A and made part hereof as though fully incorporated herein.

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

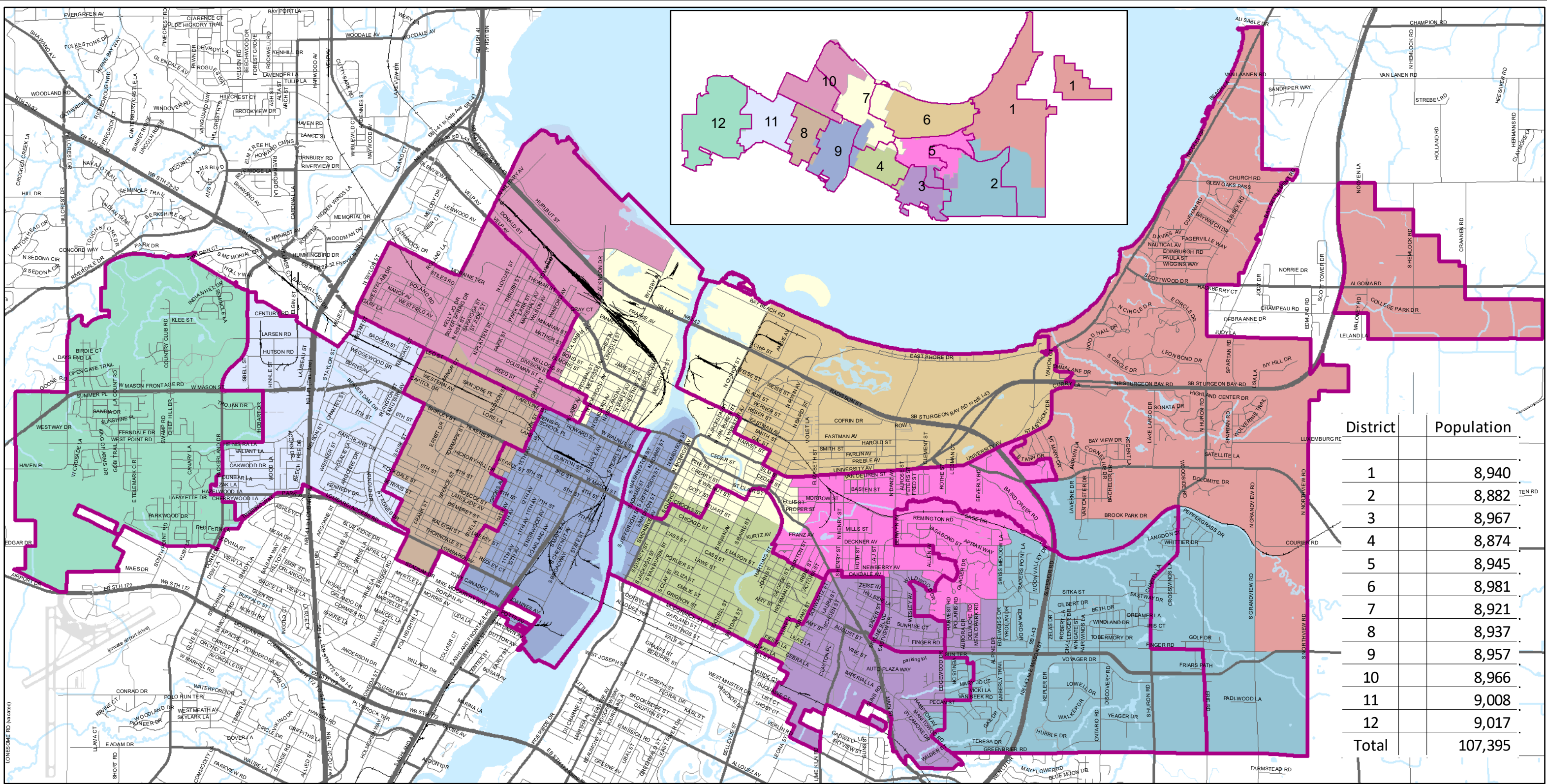
APPROVED:

Mayor

ATTEST:

Clerk

Attachment
10/19/2021



0 0.5 1 2 3 4 Miles



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 IT Department. M.H.
Date Printed: 06 Oct 2021
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Former District Boundary

Alder District

City of Green Bay

2021 Alder Redistricting