AGENDA OF THE COMMON COUNCIL

TUESDAY, DECEMBER 21, 2021, 6:00 PM
In person at City Hall Room 200.
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

1. This item contains information and instructions for the Zoom Virtual Meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

1. The invocation will be led by Alder Mark Steuer, District 10.

E. Approval of Minutes.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Recognitions and Awards.

1. Engineer Tyler Kreiter was presented with the First Responder of the Year Award on Dec. 6th. Nominated and presented by Wisconsin State Representative Kristina Shelton of the 90th Assembly District.

2. Recognition of Assistant City Attorney Rachel Maes as a Future 15 recipient and finalist for the 2021 Young Professional of the Year, hosted by Current Young Professionals, a program of the Greater Green Bay Chamber.

J. Appointments.

1. Election Officials pursuant to Section 7.30, Wis. Stats., for the 2022-2023 term.

K. Ordinances - Second Reading for Adoption.

1. Miscellaneous Ordinance No. 05-21
   An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay pertaining to property located in the 3400 Block East Mason Street.

2. Zoning Ordinance No. 15-21
   An ordinance rezoning property located in the 3400 Block of East Mason Street from Rural Residential (RR)/Low Density Residential (R1) to Varied Density Residential (R3) and Rural Residential (RR) to General Commercial (C1) District.

3. Miscellaneous Ordinance No. 06-22
   An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay pertaining to property located in the 700 Block University Avenue.

4. General Ordinance No. 29-21
   An ordinance amending Chapter 44-769: Table 44-11, Green Bay Municipal Code, regarding principal uses for the industrial districts.

L. Report of the Redevelopment Authority (October 12, 2021 and December 14, 2021).

1. To direct staff to prepare a Memorandum of Understanding (MOU) with On Broadway to commit TID 5 funds to eligible approved projects in the TID 5 project plan prior to the end of the expenditure period, subject to the review of the MOU by the City Attorney prior to sending it to the City Council for consideration. (December 14, 2021)

2. To direct staff to prepare a formal development agreement to provide tax incremental financing assistance for facade improvements at East Town as an up front payment in the amount of $300,000 if the City determines there is an adequate fund balance available in TID #10 and TID #19, or if adequate fund balance is not available provide $330,000 on a PayGo basis, subject to review by the City Attorney and confirmation of the financial feasibility of the request by the City's Finance Department prior to final approval. (October 12, 2021)

M. Report of the Improvement & Services Committee (December 15, 2021).

1. To refer to staff the request to discuss changes to yard waste site operation, including use of the sites by non-Green Bay residents and/or contractors. (Ald. Steuer)

2. To approve the 2022 Sanitary District rates as provided in the Proposed 2022 Sewer Service Charges summary.

3. To approve the 2022 Storm Water Utility rates as follows:

   Monthly charge $10.40/ERU
   Yearly charge $124.83/ERU

4. To approve the request by Department of Public Works to purchase gate arms for Main Street Bridge via sole source from B&B Roadway in the amount of $15,400 not including freight.

5. To approve the Parking Division access and revenue control equipment service agreement.

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

   A. Granting of 2022 Licenses

      1. Sidewalk Builder

         a. Rabine America Maintenance, LLC

N. Report of the Protection & Policy Committee (December 13, 2021)

1. To approve an appeal by La Tacoyota LLC regarding the denial of the Mobile Food License.

2. To deny an appeal by Kara Mason for a denial of her Operator's License.

3. To approve an action on General Ordinance No. 31-21, amending General Ordinance No. 42-20, relating to Temporary Expansion of Licensed Premises.

4. To approve the drafting of a resolution in support of Afghan refugees (District 1, Ald. Barb Dorff) for the January 2022 Protection and Policy meeting.

5. To approve reexamining and amending the penalty maximums of the listed offenses to $250, and to $150 for Possession of Marijuana, held from the July 26, 2021 Protection and Policy meeting (District 4, Ald. Bill Galvin).

6. To support the formation of a gun violence task force to support our neighborhood response team with individuals appointed by the police chief to address all reasons for the recent surge of gun shots fired (District 9, Ald. Brian Johnson).

7. To receive and place on file the Temporary Extension of Licensed Premises program to December 2022 (District 9, Ald. Brian Johnson).

8. To receive and place on file the Liquor Violation Report for December 13, 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 (December 13, 2021).

1. To hold over the request to authorize a Conditional Use Permit (CUP) for a two-family dwelling in a Low Density Residential (R1) District at 341 Alpine Drive to a future Plan Commission. (Public Hearing held 12/13/2021)

2. To amend ZO 15-18 (Rail Yard PUD) allowing first floor residential uses within the Rail Yard Development Area “A” located at 419 Donald Driver Way/406 North Broadway. (Public Hearing held 12/13/2021)

3. To rezone 2160 Packerland Drive from Low-Density Residential (R1) to Public Institutional (PI). (Public Hearing held 12/13/2021)

4. To rezone property at 702-730 North Quincy Street and 708 Harvey Street from the General Industrial (GI) District to the Public Institutional (PI) District. (Public Hearing held 12/13/2021)

5. To authorize a Conditional Use Permit (CUP) for a shelter use in an Office/Residential (OR) District at 700 East Walnut Street, subject to the following conditions:

    a. A maximum residential capacity of 58 or as allowable under the International Building Code (IBC). The temporary shelter use will be permitted to operate from November 1 through April 30.
    b. If the shelter facility use at 700 East Walnut is discontinued, the operation is dissolved, or if St. John the Evangelist Homeless Shelter, Inc. no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
    c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the use but not limited to:
        1. Police calls and other documented safety concerns.
        2. Inadequate facilities.
    d. Conformance with the submitted operating plan submitted by the applicant.
    e. Compliance with all other regulations of the Green Bay Municipal Code.
    f. A site plan be reviewed and approved by the Community Development Review Team (CDRT).

    (Public Hearing held 12/13/2021)

6. To discontinue and release temporary ingress/egress easement granted across Lots 7 and 8, and Outlot 1 of Plat of Rail Yard.

7. To approve the release of a utility easement discontinuance located at 1440-1450 Velp Avenue, subject to getting required approval from the City of Green Bay Zoning and Building staff prior to beginning construction on the discontinued easement.

Q. Report of the Finance Committee (December 14, 2021).

1. To approve staff's recommendation to not prepay, but pay when the E-one fire engine is received. Follow-up from Nov 30, 2021 Finance Committee meeting.

2. To approve the purchase of Archer Beam Gate System from Meridian using 2018 bonded money.

3. Regarding the American Rescue Plan Act (ARPA) allocation within the Crime Prevention and Neighborhood enhancement category for $971,358.:

    To approve ARPA funding for 9-2-007 NIBIN in the amount of $188,358.

To approve ARPA funding for 9-1-008 Recruit/Retention in the amount of $88,000.
To approve ARPA funding for 9-2-009 Law Enforcement Surveillance Trailer in the amount of $40,000.
To approve ARPA funding for 12-3-001 Gunshot Detection System in the amount of $655,000.

4. To make a budget amendment to carry the remaining revenue from Oneida, $257,000, over to the contingency contingent on Finance and Law review regarding a request by Ald. Brunette to the Finance Committee which states: "Create a Resolution to allocate unspent revenue from the 2021 Cooperative Governance Agreement with the Oneida Nation to pay down city debt or towards hiring a Civilian Crime Prevention Specialist with the Police Department for 2022."

R. Report of the Personnel Committee. (December 14, 2021)

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
   a. Civil Engineer - Public Works
   b. Park Maintenance Worker - Parks, Recreation & Forestry

2. To approve the wage agreement between the City of Green Bay and International Brotherhood of Electrical Workers (IBEW) Local 158 with a 2% general salary increase effective with the start of the pay period in which October 1, 2022 occurs.

3. Update and discussion on Green Bay Professional Police Association labor negotiations

   The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

S. Report of the Equal Rights Commission. (December 13, 2021)

1. To hold the discussion on future plans to receive community input and feedback on diversity, equity, and inclusion opportunities and challenges for the City.

T. Ordinances - First and Final Reading for Adoption

1. General Ordinance No. 31-21
   An ordinance amending General Ordinance No. 42-20, relating to Temporary Expansion of Licensed Premises.

U. Resolutions.

1. Resolution drawing final orders to contractors for December 21, 2021.

2. Resolution for Housing Authority Bonds.

3. Resolution authorizing conditional use permit at 700 East Walnut Street.

4. Resolution authorizing release of temporary ingress/egress easement 419, 435, and 519 Donald Driver Way.

5. Resolution authorizing release of landscape easement for 1440-1450 Velp Avenue.

V. Ordinances - First Reading.

1. Zoning Ordinance No. 16-21
   An ordinance amending Zoning Ordinance No. 15-18 for the planned unit development on the east side of North Broadway (400 through 600 Block).

2. Zoning Ordinance No. 18-21
   An ordinance rezoning the property located at 2160 Packerland Drive from Low-Density Residential (R1) District to Public Institutional (PI) District.

3. Zoning Ordinance No. 17-21
   An ordinance rezoning properties located at 702-730 North Quincy Street & 708 Harvey Street from General Industrial (GI) to Public Institutional (PI) District.

W. Referral of Petitions & Communications.

X. Adjournment.

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

Virtual Meeting Instructions

2021-12-21 Common Council

Zoom Meeting Information

Celestine Jeffreys is inviting you to a scheduled Zoom meeting.

Topic: 2021/12/21 Council Meeting
Time: Dec 21, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/89776505666

Meeting ID: 897 7650 5666
Passcode: 976054
One tap mobile
+13126266799,,89776505666#,,,,*976054# US (Chicago)
+19292056099,,89776505666#,,,,*976054# US (New York)

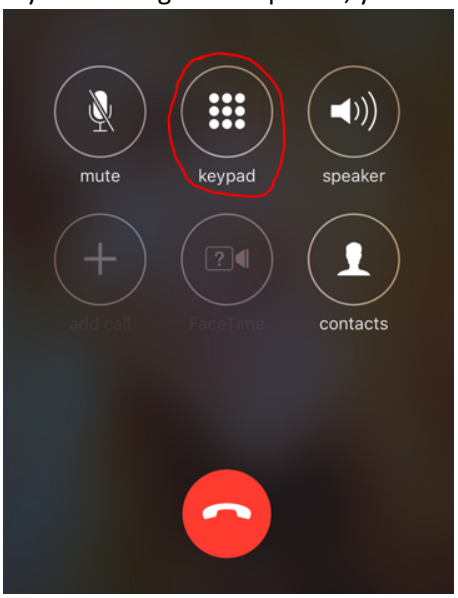
Dial by your location
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
Meeting ID: 897 7650 5666
Passcode: 976054
Find your local number: https://us02web.zoom.us/u/kbuqSX6ukz

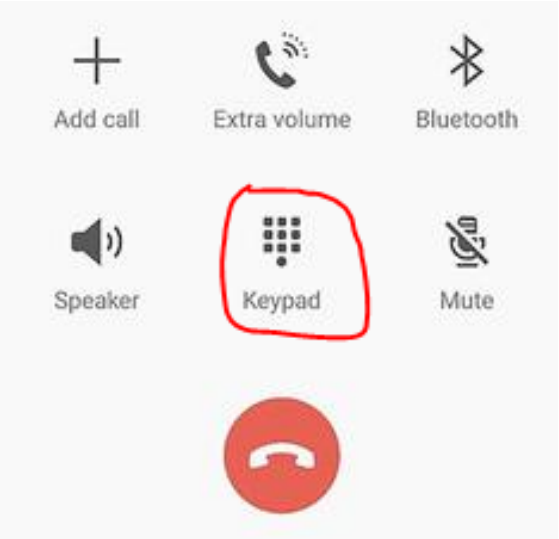
Additional Information

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.

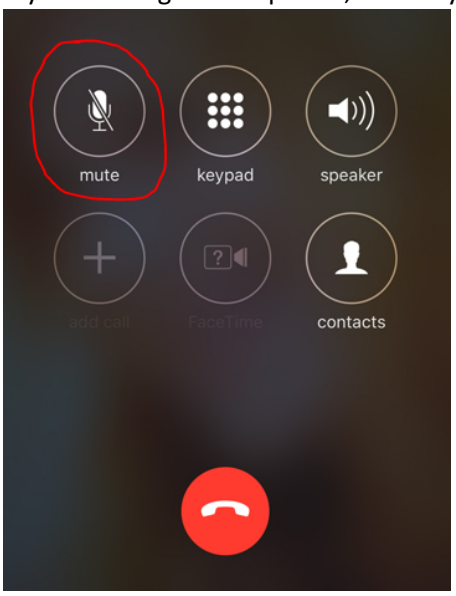
Calling into the Zoom meeting using a smartphone

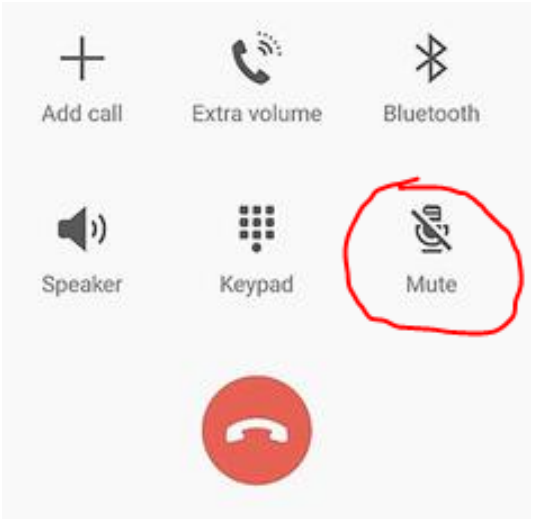
1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by **#**
    a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen





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

Report to the
Common Council
of the City of Green Bay

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # 1.1

Engineer Tyler Kreiter was presented with the First Responder of the Year Award on Dec. 6th. Nominated and presented by Wisconsin State Representative Kristina Shelton of the 90th Assembly District.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Common Council
of the City of Green Bay

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # I.2

Recognition of Assistant City Attorney Rachel Maes as a Future 15 recipient and finalist for the 2021 Young Professional of the Year, hosted by Current Young Professionals, a program of the Greater Green Bay Chamber.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-12-21 Rachel Maes Future 15

Future 15 & Young Professional Awards

PROUDLY PRESENTED TO

Rachel Maes

FUTURE 15 RECIPIENT & YOUNG PROFESSIONAL OF THE YEAR FINALIST

Laurie Radke, president/CEO,
Greater Green Bay Chamber

Current Young Professionals
GREATER GREEN BAY CHAMBER

Christine Gunderson, Current Young Professionals
program manager, Greater Green Bay Chamber

PRESENTED BY

THE DONALD J. SCHNEIDER MBA AT ST. NORBERT COLLEGE

AWARD PRESENTER

Nicolet NATIONAL BANK

Clerk & Treasurer's Office
100 North Jefferson Street · Room 106
Green Bay, Wisconsin 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov

Phone 920.448.3010
Fax 920.448.3016

12/16/2021

Democratic Nominated Poll Workers for the City of Green Bay 2022-2023

Catherine	Allen-Schneider
Robert	Anderson JR
Candido	Candelaria
Thelma	Clarage
Nancy	Dahlke
Debra	Delie
Jan	Deneys
Wayne	Edwards
Gary	Farrell
Nathan	Frailey Sr
Larry	Garrison
Mary	Gibson
Erin	Hahl
Barry	Halgrimson
Graceanne	Hatt
Terry	Hetzel
Gail	Hohenstein
Wendy	Holmes
Tina	House
Patricia	Jensen
Jane	Laitinen
Terry	Lee
Lonie	LeFevre
Joene	MacDonald
Rose	Mack
Susan (Jane)	Mc Avoy
Verna	Muhl
Michael	Mullen
Barbara Ann	Nelson Nasto
Fern	Orie
Pamela	Payne
Mikel	Perry
Kim	Poli
Sharon	Powless
Rebecca	Pressnall
Joan	Reimer
Charlene	Reyne Kleindl
Barbara	Robinson
Samantha	Rowe
Margaret	Sauer
Diane	Schiavo
Tony	Short
Lamont	Smith
Beverly	Spires
Elisabeth	Stockbridge
John	Tennie
Lynne	Tennie
Sandra	Tilque
Mary	Watts
John	Watzka
Martin	Welter
David	Zelzer

Clerk & Treasurer's Office
100 North Jefferson Street • Room 106
Green Bay, Wisconsin 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov

Phone 920.448.3010
Fax 920.448.3016

12/16/2021

Unaffliliated Poll Workers for the City of Green Bay 2022-2023

Florence (Fluffy)	Aerts
Makayla	Alexander
Michelle	Alexander
Judith	Allard
Catherine (Cathy)	Allen-Schneider
Timothy	Amerine
Connie	Anderson
Robert	Anderson
Keeping	April
Marcia	Arcand
Betty	Arendt
Jed	Aspley
Sharon	Balducci
Lacey	Barchacky
Randy	Bardouche
Diane	Basten
Terry	Becker
M. Elizabeth	Belongia
Roxanne	Boncher
Teresa	Borzick
Evonne	Brown
Constance	Brownell
Jenene	Calloway
Michael	Caramehas
Perez	Chandell
Joyce	Cherney
Deirdre	Christiansen
Bennett	Christine
Barbara	Coniff
Julia	Cook
Pat	Courtney
Jane	Curro-Kinard
Diane	Daumler
Diane	Daumler
Robyn	Davis
Smith	Dawn
Taylor	DeBroux
Beth	Del Frate
Diana	Delbecchi
Janicee	Deneys
Rebecca	Derenne
Michele	Doxtator
Madeline	Eckberg
Molly	Evgenides
laurie	fischer
Amy	Fleming
Stuart	Frankow
Amy	Frederic
Kristine	Friebe
Joyce M	Fritz
Jaime	Fuge
Mary	Gagan
Denise	Gaumer Hutchison
Betty	Gentz
Terry	Giesen
Ann	Gray
Thomas	Grosenick
Marguerite	Grunwald
Theodore	Gusmer
Ilene	Gustafson
Arlene	Harp
Cassandra	Hautala
Judye	Heimerl
Helen	Huetter
Stephanie	Hummel
Debora	Hutchison
Mohamed	Ibrahim
Kim	Jankowski
Sheila	Janowski
Thomas	Janquart
Aspley	Jed
Patricia	Jensen
Rose	Jensen
Mary	Johnson
Nancy	Kane
Michelle	Kasper
Frances	Kassner
Sandra	Klimek

Mary	Kline
Elizabeth	Knutson
LeeAnn	Laes
Ann	Larscheid
Karen	Lawyer
Tim	Lewis
Crowder	Loiuanne
Carla	Luedeman
Peggy	Maas
Carol	Manning
Richard	Martens
jean	mcarthey
Samuel	McFadden
Niffenegger	Melissa
Amy	Meltesen
Amy	Meltesen
Rebecca	Merchak
Marne	Meyer
Nancy	Mommaerts
Ruth	Myers
Claire	Nikowitz
Claire	Nikowitz
Janice	Nordhaus
Linda	Nuthals
Kelley	OConnor
Katy	O'Neill
Catherine	Osorno
Mary	Pappas
Barbara	Perez
Amanda	Pigeon
Anna	Plansky
Mary	Pribbernow
Kristopher	Purzycki
Terri (Theresa)	Racine
Joan	Raisleger
Ruby	Reyes Martinez
Nalleli	Rhode
David	Robishaw
Meribeth	Roeser
Deb	Rose
Larry	Rose
Lisa	Roskom
David	Sauvey
Marian	Sauvey
Karen	Schley
Debra	Schlise
Marsha	Schroeder
Karl	Schroeder
Nancy	Schultz
Jeanne	Schulz
Nancy	Siewert
Collette	Sinkewicz
Autumn	Siudzinski
Judith	Slamp
Amanda	Smith
Chad	Smith
Kenneth	Sokol
Rebecca	Spilker
Betty	Staeven
Sherry	Steffel
Judith	Steffens
Beverly	Sturke
Dorothy	Summers
Elizabeth	Sundquist
Vicki	Susen
Susan	Tarlton
David	Taylor
Dale	Tease
Mary	Teebo
Amy	Tromp
Lisa	Ubbelohde
Jennifer	Van Den Elzen
Debra	Van Ermen
Scott	Van Roy
Jean	VandenLangenberg
Pamela	Vanderbloemen
Scott	Vanidestine
JILL	VERHEYEN
Amachree	Veronica
Mary Jane	Volm
Neil	Walker
James	Wall
Nancy	Weidner
Maribeth	Whitton
Lucy	Wilquet
Jessica	Wilson
Mark	Wimmer
Christine	Wishart
Jeanne	Wiskow
Cheryl	Wolf
Jane	Wolff

Clerk & Treasurer's Office
100 North Jefferson Street • Room 106
Green Bay, Wisconsin 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov

Phone 920.448.3010
Fax 920.448.3016

12/16/2021

Republican Nominated Poll Workers for the City of Green Bay 2022-2023

Alexander	Alberts	First Choice Nominee
Lynn	Allard	First Choice Nominee
Pete	Allard	First Choice Nominee
John	Allman	First Choice Nominee
John	Apps	First Choice Nominee
Marcia	Baeten	First Choice Nominee
Duffy (Dorothy)	Becker	First Choice Nominee
Sue	Bero	First Choice Nominee
Tina	Biese	First Choice Nominee
Jordan	Bloch	First Choice Nominee
V William	Blount	First Choice Nominee
Mary	Brod	First Choice Nominee
Beatrice	Buchholz	First Choice Nominee
John	Carrier	First Choice Nominee
Lynn	Challe	First Choice Nominee
Michael	Cieslewicz	First Choice Nominee
Susan	Cieslewicz	First Choice Nominee
Meredith	Collins	First Choice Nominee
Carol	Conard	First Choice Nominee
Nancy	Dahlke	First Choice Nominee
Gigi	Del Marcelle	First Choice Nominee
Jody	Demuth	First Choice Nominee
Barbara	Deterra	First Choice Nominee
Elizabeth	Donovan	First Choice Nominee
Sandra	Duckett	First Choice Nominee
Becker	Duffy	First Choice Nominee
Melinda	Eck	First Choice Nominee
Jean	Eckers	First Choice Nominee
Terry	Eckers	First Choice Nominee
Greg	Fahlstorm	First Choice Nominee
Dennis	Feldt	First Choice Nominee
Joyce	Frisque	First Choice Nominee
Joe	Gazza	First Choice Nominee
Laurie	Gleason	First Choice Nominee
Larae	Gower	First Choice Nominee
Christine	Hanna	First Choice Nominee
Roger	Hanna	First Choice Nominee
Gary	Hanson	First Choice Nominee
Ann	Hartman	First Choice Nominee
Lola	Hickey	First Choice Nominee
Arthur	Hill	First Choice Nominee
Nannette	Hoppe	First Choice Nominee
Jessica	Hovde	First Choice Nominee
Gerald	Jensen	First Choice Nominee
Kerry	Jenquin	First Choice Nominee
Mary	Johnson	First Choice Nominee
Francis	Kassner	First Choice Nominee
Ann	Keyser	First Choice Nominee
Lisa	Koenig	First Choice Nominee
Marie	Komro	First Choice Nominee
Judy	Krawczyk	First Choice Nominee
Vernon	Krawczyk	First Choice Nominee
Gail	Larsen	First Choice Nominee
Nancy	Larsen	First Choice Nominee
Glenn	Larson	First Choice Nominee
Craig	Fletcher	
Andrea Marie	Johnson	
Polly	Roeser	

MISCELLANEOUS ORDINANCE NO. 05-21

AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH 2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY PERTAINING TO PROPERTY LOCATED IN THE 3400 BLOCK EAST MASON STREET (CPA 21-02)

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 21-02; 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 21-02 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.

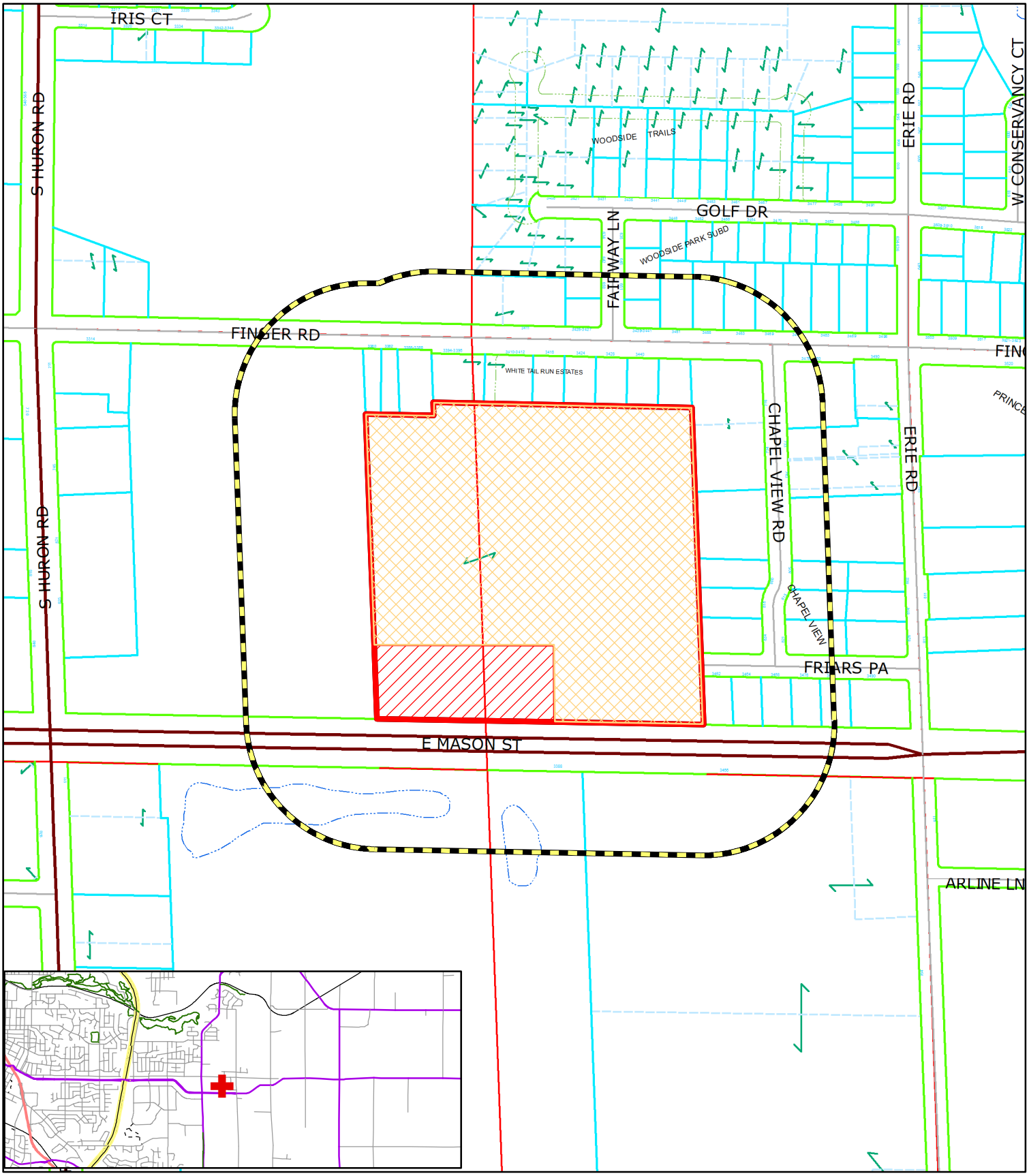
APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

Enclosure – Map



Comprehensive Plan Amendment (CPA 21-02)

Request for Rezoning (ZP 21-33)

3400 Block East Mason Street

- Parcel Boundary
- 400' Property Owner Notice
- Commercial to Medium/High Density Housing RR/R1 to R3
- RR to C1

N

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. 15-21

AN ORDINANCE REZONING PROPERTY LOCATED IN THE 3400 BLOCK EAST MASON STREET FROM RURAL RESIDENTIAL (RR)/LOW DENSITY RESIDENTIAL (R1) TO VARIED DENSITY RESIDENTIAL (R3) AND RURAL RESIDENTIAL (RR) TO GENERAL COMMERCIAL (C1) DISTRICT (ZP 21-33)

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 the following described property located in the 3400 Block of East Mason Street from Rural Residential (RR)/Low Density Residential (R1) to Varied Density Residential (R3) District:

> That part of the East ¼ of the NW1/4-NEW ¼ and part of the West ¼ NE1/4-NE1/4, Section 11, T23N-R21E, City of Green Bay, Brown County, Wisconsin.
> Commencing at the N ¼ corner of said Section 11; thence S2°03'27"E, 1327.48 feet along the North-South ¼ line of said Section 11 to the Southwest corner of said NW 1/4-NE 1/4; thence S88°57'01"E, 1000.13 feet along the south line of said NW ¼- NE ¼ which is also the South right of way of East Mason Street; thence N2°05'04"W, 350.52 feet to the point of beginning; thence N2°04'47"W, 732.70 feet; thence S88°45'50"E 208.44 feet; thence N2°04'39"W, 40.65 feet; thence S88°45'44"E, 791.56 feet; thence S2°05'43"E, 970.38 feet to the North right of way of said East Mason Street; thence N88°57'01"E, 440.45 feet along said North right of way; thence N1°03'01"E, 199.99 feet; thence N88°56'59"W, 570.56 feet to the point of beginning.
>
> Area contains 549,032 sq ft or 19.49 acres more or less
>
> Tax Parcel No. 21-167

SECTION 2. Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property located in the 3400 Block of East Mason Street from Rural Residential (RR) to General Commercial (C1) District:

> That part of the East ¼ of the NW1/4-NEW ¼ and part of the West ¼ NE1/4-NE1/4, Section 11, T23N-R21E, City of Green Bay, Brown County, Wisconsin.
> Commencing at the N ¼ corner of said Section 11; thence S2°03'27"E, 1327.48 feet along the North-South ¼ line of said Section 11 to the Southwest corner of said NW 1/4-NE 1/4; thence S88°57'01"E, 1000.13 feet along the south line of said NW ¼- NE ¼ which is also the South right of way of East Mason Street; thence N2°05'04"W, 150.22 feet to the point of beginning; thence N2°05'04"W, 200.30 feet; thence S88°56'59"E, 570.56 feet; thence S1°03'01"W, 199.99 feet to the North right of way of said East Mason Street; thence N88°57'01"W, 599.63 along said North right of way to the point of beginning

Area contains 113,017 sq ft or 2.59 acres more or less

Tax Parcel No. 21-167

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

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

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

APPROVED:

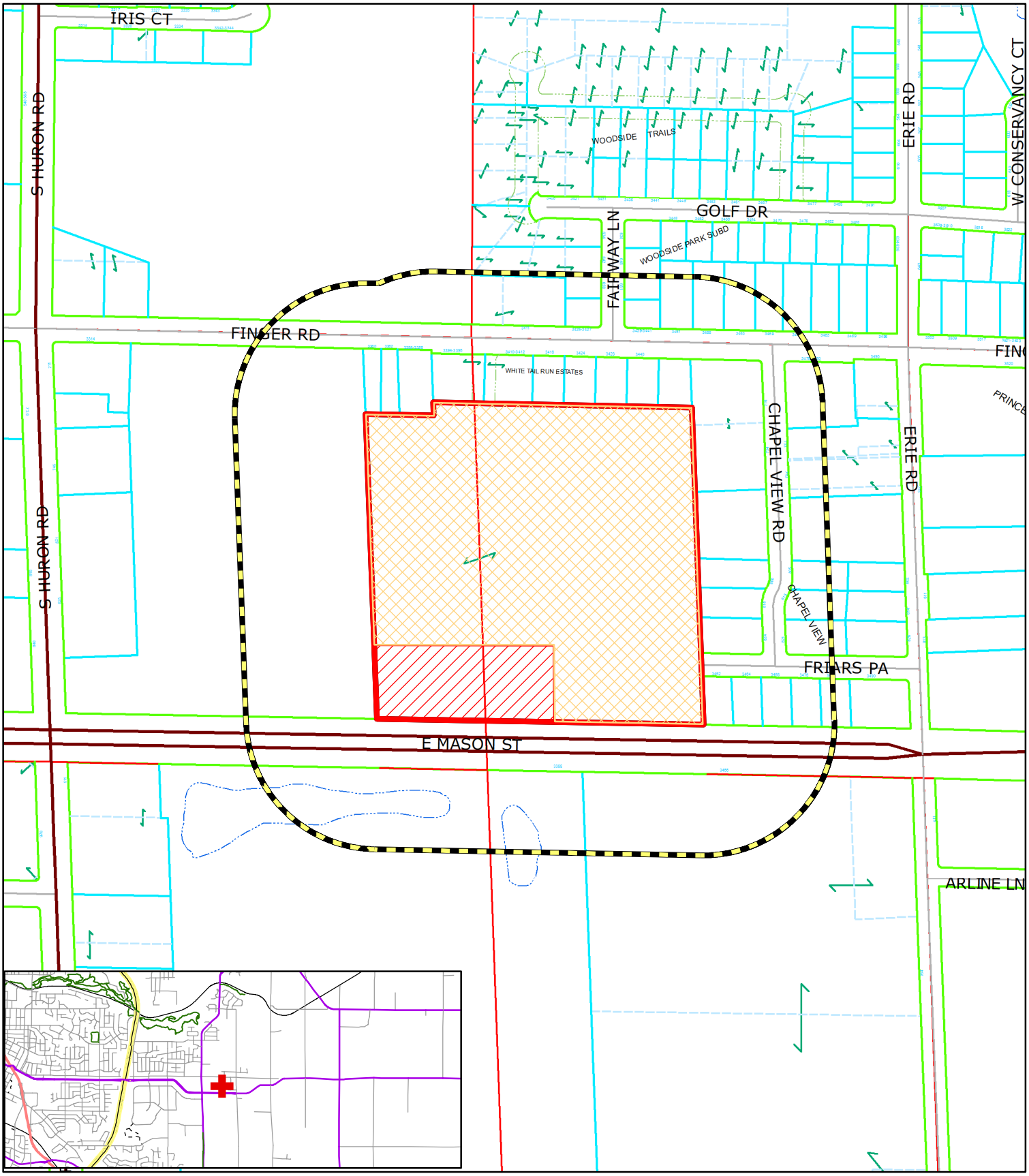
_____
Mayor

ATTEST:

_____
Clerk

Pn

Attachment – Map



Comprehensive Plan Amendment (CPA 21-02)

Request for Rezoning (ZP 21-33)

3400 Block East Mason Street

- Parcel Boundary
- 400' Property Owner Notice
- Commercial to Medium/High Density Housing RR/R1 to R3
- RR to C1

N

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

MISCELLANEOUS ORDINANCE NO. 06-22

AN ORDINANCE
ADOPTING AN AMENDMENT TO THE
SMART GROWTH 2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY PERTAINING TO PROPERTY LOCATED IN THE 700 BLOCK UNIVERSITY AVENUE
(CPA 21-04)

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 as 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 21-04; 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 21-04 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 _____, 2022.

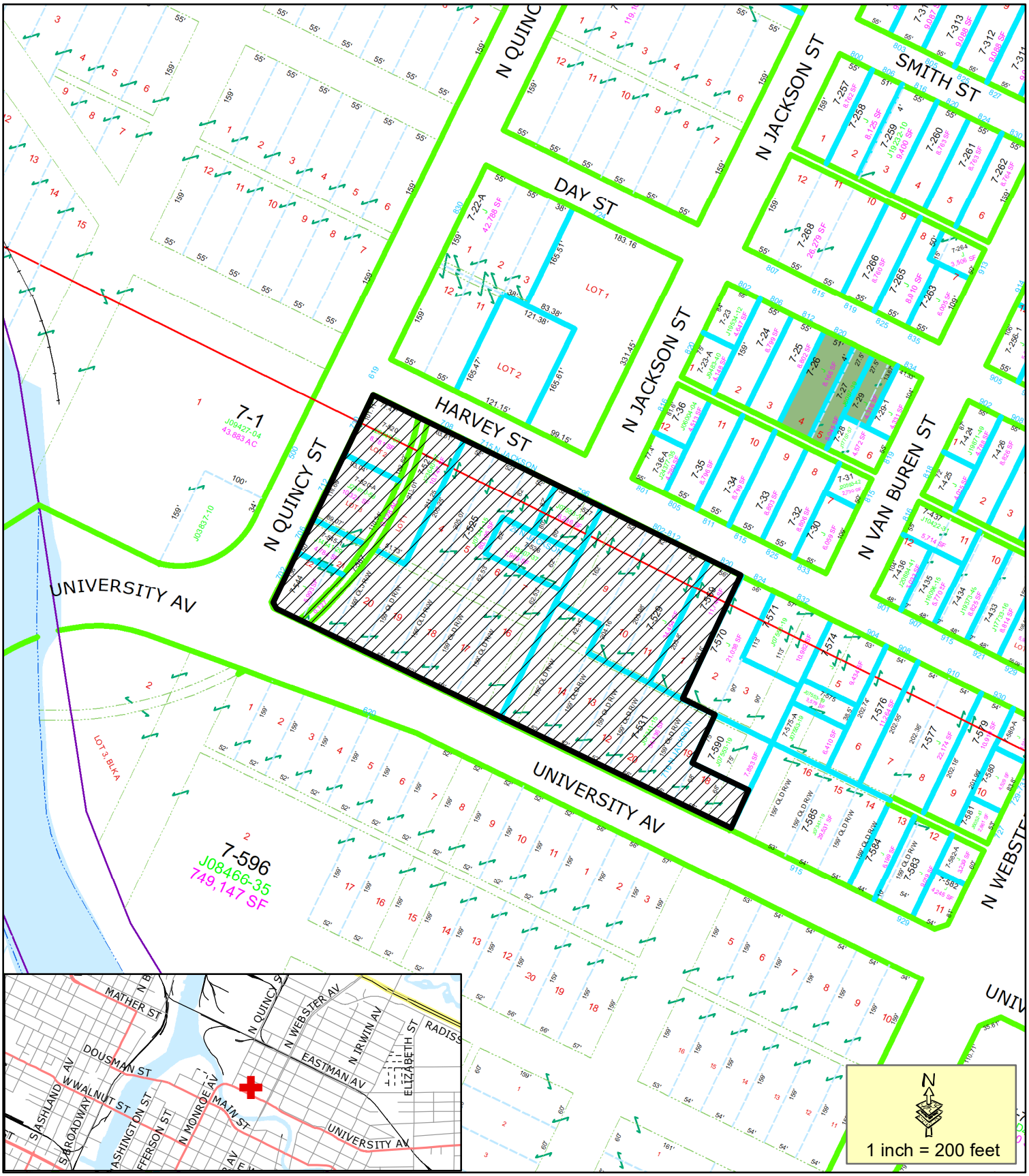
APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

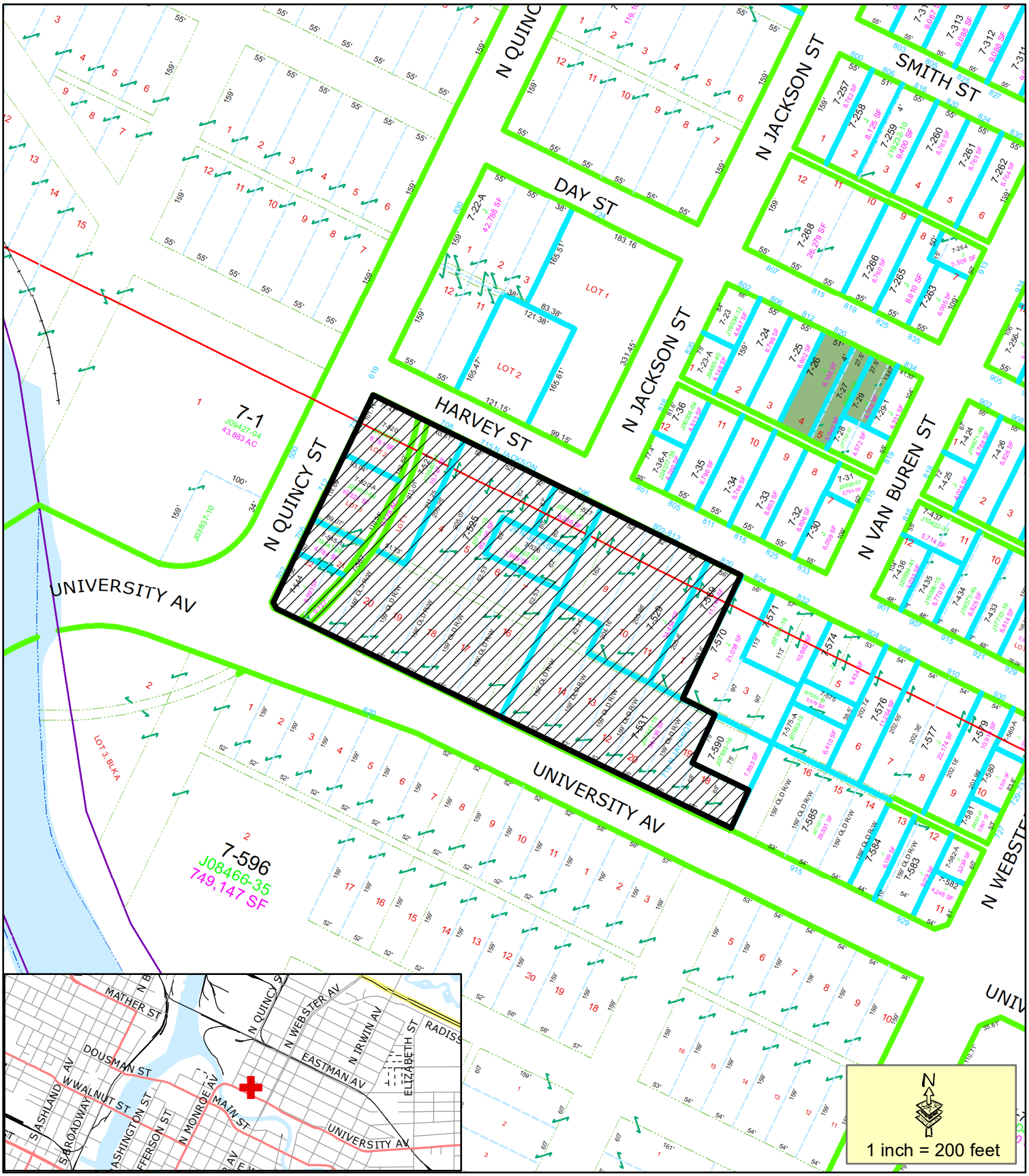
Enclosure – Map



General Industrial to Other Public/Semi Public

CPA 21-04
Proposed Comprehensive Plan Amendment at the 700 Block of University Avenue

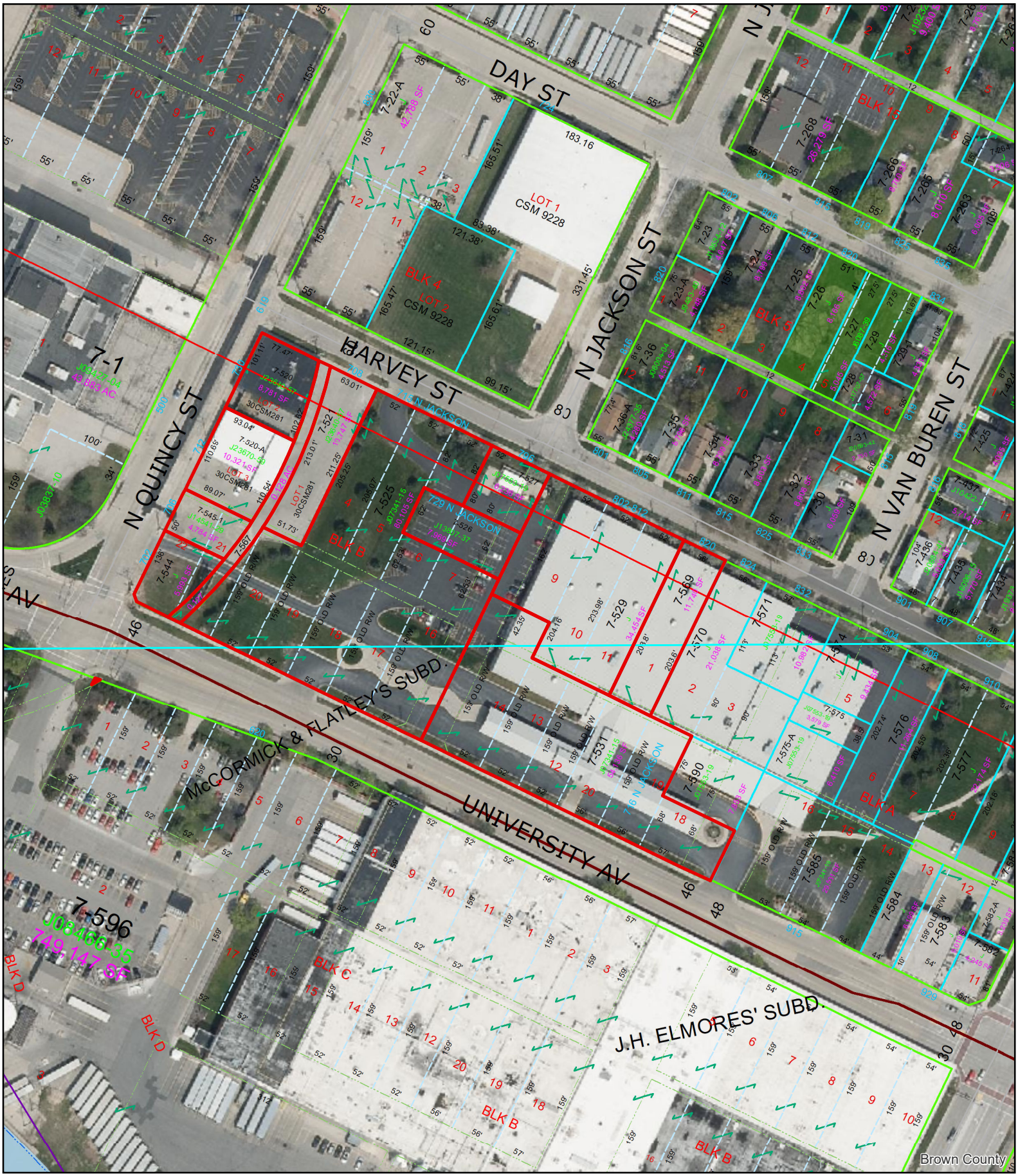
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.



General Industrial to Other Public/Semi Public

CPA 21-04
Proposed Comprehensive Plan Amendment at the 700 Block of University Avenue

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



CPA 21-04
Com Plan Amendment Area

This map is provided by the City of Green Bay for reference and display purposes only.
The City makes no claims regarding the accuracy or completeness of the image or data presented.

1 in = 150 ft

GENERAL ORDINANCE NO. 29-21

AN ORDINANCE
AMENDING SECTION 44-769: TABLE 44-11,
GREEN BAY MUNICIPAL CODE,
REGARDING PRINCIPAL USES FOR THE INDUSTRIAL DISTRICTS
(TA 21-06)

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

SECTION 1. Section 44-769, Table 44-11, Green Bay Municipal Code, is hereby amended as follows:

Sec. 44-769. Principal uses for the Industrial districts.

Table 44-11. Principal Uses in the Industrial Districts

Use	LI	GI	BP	Dev. Stds.
Service Businesses				
Personal service **	C	—	P	
Business service **	P	P	P	
Building maintenance, janitorial service	P	P	P	
Catering service	P	—	P	
Printing and publishing establishment	P	P	P	
Small appliance repair service	P	—	—	
Tool/equipment rental facility	P	—	**P**	
Animal hospital, veterinary clinic	P	—	P	x
Animal grooming establishment	P	—	—	
Animal boarding facility, kennel	P	—	—	x

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

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

pn

12/7/21

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
December 21, 2021	Neil Stechschulte, Director

AGENDA ITEM # L.1

To direct staff to prepare a Memorandum of Understanding (MOU) with On Broadway to commit TID 5 funds to eligible approved projects in the TID 5 project plan prior to the end of the expenditure period, subject to the review of the MOU by the City Attorney prior to sending it to the City Council for consideration. (December 14, 2021)

BACKGROUND

TID 5 is projected to have a fund balance of just under $5 million by 2026 when the district closes. TID 5 requires that funding for eligible approved projects be committed before the end of the expenditure period which is the end of 2021.

The adopted Project Plan for TID 5 specifically identifies the following improvements as existing, approved TID eligible projects:

- Streetscape improvements on Broadway (IMPROVEMENT #12 INFRASTRUCTURE IMPROVEMENTS)
- Park development at Leicht Park (IMPROVEMENT #13 OTHER PUBLIC IMPROVEMENTS)

Staff has identified the following improvements that are consistent with the adopted project plan:

1. Leicht Park Improvements, including dock wall improvements, art installations, lighting, trails, shelter building, entertainment stage, and public bathrooms.
2. Broadway Streetscape and Electrical Improvements, including the removal, repair and/or replacement of electrical infrastructure and lighting on Broadway.

In order to formally commit the funds, staff is recommending that the City enter into a Memorandum of Understanding (MOU) with On Broadway, Inc. (OBI) in which the City agrees to invest TID 5 funds in these projects in exchange for OBI providing a proposal to manage, maintain and operate the proposed shelter and stage facilities at Leicht Park. A more detailed operating agreement would likely be necessary in the near future, but this MOU would serve to commit the funds and establish deadlines for both the City and OBI in moving forward with the improvements and to further enhance the Broadway District and TID 5.

RECOMMENDATION

Direct staff to prepare a MOU with OBI to commit TID 5 funds to eligible approved projects in the TID 5 project plan prior to the end of the expenditure period, subject to the review of the MOU by the City Attorney prior to sending it to the City Council for consideration.

FISCAL IMPACT

ATTACHMENTS

1. OBI RDA City of Green Bay MOU on Leicht Park and Broadway Council Version

MEMORANDUM OF UNDERSTANDING
Improvements to and Programming of Leicht Park and Broadway

Pursuant to this Memorandum of Understanding (hereinafter the "MOU") On Broadway, Inc, incorporated under the laws of the State of Wisconsin (hereinafter referred to as "OBI"), and the City of Green Bay, a Wisconsin municipal corporation (hereinafter referred to as the "City") (collectively "parties") hereby agree as follows:

WITNESSETH:

WHEREAS, the City and OBI have a shared interest in the promotion of an active, attractive and successful business environment in the Downtown area and specifically in the On Broadway District; and

WHEREAS, the City has created Tax Increment District Number 5 for purposes of facilitating economic development and public improvements within the District according to a Project Plan adopted by the City and approved by the Joint Review Board; and

WHEREAS, the adopted Project Plan for TID 5 specifically identifies the following improvements as existing, approved TID eligible projects:

- Streetscape improvements on Broadway (IMPROVEMENT #12 INFRASTRUCTURE IMPROVEMENTS)
- Park development at Leicht Park (IMPROVEMENT #13 OTHER PUBLIC IMPROVEMENTS); and

WHEREAS, the expenditure period for TID 5 requires that funding for eligible projects be committed before the end of the expenditure period which December 21, 2021; and

WHEREAS, OBI has previously coordinated and hosted a wide variety of events to help promote the area and improve the overall experience of the Broadway District.

NOW, THEREFORE in consideration of the above recitals and mutual covenants of the parties hereinafter set forth, OBI and the City do agree as follows:

1. The City hereby commits up to four million forty-six thousand five hundred dollars ($4,046,500.00) of TID 5 funds for improvements to Leicht Park for the purposes of dock wall improvements, art installations, lighting, trails, a shelter building, an entertainment stage, and public bathrooms. Design and bidding for these improvements will begin in 2021, and construction will begin in 2022. The extent of the improvements will be determined based on final bid results and acceptance of qualified bids by the appropriate City committees and the City Council.

2. The City hereby commits up to five hundred thousand dollars ($500,000.00) of TID #5 funds towards the removal, repair and/or replacement of electrical infrastructure and lighting on Broadway. Removal of electrical infrastructure and lighting that is inoperable will begin in 2021, and repair and replacement will begin in 2022. Specifications on

removal, repair and replacement of any electrical or lighting improvements will be provided by the Department of Public Works. The extent of the improvements will be determined based on final bid results and acceptance of qualified bids by the appropriate City committees and the City Council. The City may consider working with OBI to complete specific improvements if found to be cost-effective and appropriate under applicable statutes regulating public contracts and construction. Funding for additional seasonal lighting may also be considered if budget is available after completion of the main electrical and lighting improvements.

3. OBI will prepare a detailed proposal to operate and program the proposed shelter and stage facilities at Leicht Park by July 1, 2022, and submit this plan to the City of Green Bay Parks, Recreation and Forestry Department, the appropriate City committees and the City Council for consideration. By December 31, 2022, a comprehensive agreement regarding the use, obligations, responsibilities, maintenance and profits related to the operation of the shelter and stage facilities by both the City and OBI will be prepared for consideration by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement and its Schedules as of the day and date set fo1th above by their duly authorized officers.

SIGNATURES ARE ON THE FOLLOWING PAGE

ON BROADWAY, INC.

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

CITY OF GREEN BAY

By: _____

Eric Genrich, Mayor

Date: _____

By: _____

Celestine Jeffreys, City Clerk

Date: _____

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
December 21, 2021	Neil Stechschulte, Director

AGENDA ITEM # L.2

To direct staff to prepare a formal development agreement to provide tax incremental financing assistance for facade improvements at East Town as an up front payment in the amount of $300,000 if the City determines there is an adequate fund balance available in TID #10 and TID #19, or if adequate fund balance is not available provide $330,000 on a PayGo basis, subject to review by the City Attorney and confirmation of the financial feasibility of the request by the City's Finance Department prior to final approval. (October 12, 2021)

BACKGROUND

The developer has successfully acquired considerable portions of the East Town property, and has put forward several development plans related to reuse of several areas and new construction in others. This includes the acquisition and relocation of many of the original mall tenants to new front-facing spaces, and inclusion of a new industrial facility for American Tent in the back of the original mall. The project has proceeded well enough that the developer acquired additional land and buildings, and is looking to make improvements to the original, primary structure now occupied by Hobby Lobby. The developer has multiple tenants looking at this space and strongly believes that improvements to the facade of the main building will improve the value of this building and also improve his ability to attract additional new tenants.

The developer is also seeking to add at least two additional commercial tenants to the interior roadway of the mall area. Staff is currently working with the developer and the other owners of the original mall area to establish a new planned unit development zoning for the area that will likely include some form of development standards. These developments would be the primary source of new increment that would help fund the requested assistance for facade improvements to the primary structure.

Staff is recommending that a condition of approval be that the RDA have formal approval of the final building architecture and facades on the original mall structure.

The developer has requested an up front payment from the City, which could be feasible if there is a fund balance available from both TID #10 and TID #19. Currently, staff's recommendation is that a PayGO basis be utilized, but would consider something up front if it is determined that an adequate fund balance was available without causing a need for borrowing that might impact other City financing projects. Staff will continue to evaluate this option and will provide an update at the RDA meeting.

Director's Update:

Staff was given direction by RDA to proceed with a development agreement based on a PayGo model, but to see if it was feasible to accelerate payment. As the Developer had not requested any assistance since the District had been created, the Finance Department confirmed there is an available fund balance in TID 19 that can be used to fund a one-time assistance payment of $300,000 to the Developer. The Developer will continue to guarantee an increase in new valuation above the base value of $2.1 million by 2026. As new

increment is not needed to immediately fund the project, staff is comfortable issuing the payment upon the beginning of construction on the building façade and new construction on one of the inlots. Staff has also added language on paying back some of the assistance if the targeted valuation is not reached by 2026.

RECOMMENDATION

Approval of the updated development agreement for a one-time $300,000 TID payment tied to the issuance of building permits for the façade improvements to the main building and at least one of the inlots, with the added developer guarantee and payback language as described in the agreement.

FISCAL IMPACT

Funding for this project is anticipated to come from TID #19 and/or TID #10. Staff is projecting that the new value of the building after facade improvements and the new commercial buildings being constructed on the ring road will be approximately $2.1 million. The final amount to be considered will be $300,000 if the City determines there is an adequate fund balance available to provide an up front payment, or $330,000 over eight years if done on a PayGo basis. A preliminary estimation of increment to be generated appears to cover the costs of this request, whether done on a PayGo basis or if the City financed the TID assistance up front.

ATTACHMENTS

1. East Town Facade Development Agreement Council Packet Version Final 12-17-21
2. Memo - RDA Funding Request - Hobby Lobby - 9.13.21
3. East Town Mall Facade TIF Term Sheet

DEVELOPMENT AGREEMENT 21-06

EAST TOWN FAÇADE ASSISTANCE AND OUTLOT DEVELOPMENT

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 HOBLOB GREEN BAY EAST, LLC a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
21-126-3	2350-2380 E. Mason St.	4.28	$1,964,600
21-126-7*	2350 E. Mason St.	10.61	$3,378,800

** Includes newly created 21-126-7-2, no address or value assigned as of the date of this agreement.*

B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately fourteen and nine hundred twenty-nine thousandths (14.89) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

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

Installation of a new façade on the primary retail building located on Parcel 21-126-3, and construction of new commercial retail or office uses to be located on new parcels (hereinafter "inlots") to be subdivided from the parking area on Parcel 21-126-7 or 21-126-3.

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

D. As of January 1, 2021, the Property has an aggregate assessed value of five million three hundred and forty three thousand four hundred dollars ($5,343,400), which based on the assessed tax rates in effect as of January 1, 2021, the Property yields approximately:

1. One hundred thirty-one thousand five hundred and seventy-four dollars ($131,574) in total net real estate taxes annually (assessed mill rate of $24.6271);

2. One hundred thirty-one thousand five hundred and seventy-four dollars ($131,574) in net 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 $24.6271); and

3. Fifty-one thousand nine hundred and sixty dollars ($51,960) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.724182).

E. Upon completion of Proposed Project, the City estimates the addition of two million one hundred thousand dollars ($2,100,000) in new valuation above the base value resulting in an aggregate assessed property value of the Property to be approximately seven million four hundred forty-three thousand and four hundred dollars ($7,443,400), which is anticipated to yield approximately:

1. One hundred eighty-three thousand two hundred and fifty-seven dollars ($183,257) in total real estate taxes annually (assessed mill rate of $24.62);

2. One hundred eighty-three thousand two hundred and fifty-seven dollars ($183,257) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.62); and

3. Seventy-two thousand three hundred and fifty dollars ($72,350) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.72).

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

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), The Property is within Tax Increment District Number 19 ("TID 19" or the "TID") which will provide part of the financing for certain costs of the project.

G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to, the remodeling, repair or reconstruction of existing buildings.

H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.

I. In order to induce Developer to undertake the Project, such that it will build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value; generate property taxes greater than the cost of providing infrastructure and services;; expand our range of commercial real estate products; be designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.

D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.

B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.

C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.

D. "Base Value" means the aggregate assessed value of the Property when the TID was created, in year 2017 with a value of Seven million three hundred twenty-five thousand seven hundred dollars ($7,325,700).

E. "City" means the City of Green Bay, Brown County, Wisconsin.

F. "Concept Plan" means the plan for the Project.

G. "Developer" means HOBLOB GREEN BAY EAST, LLC or any assignee of the same.

H. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:

1. Exhibit A – Map of the Property

2. Exhibit B – Legal Description of the Property

3. Exhibit C – Preliminary Concept Plan

I. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.

J. "Plans and Specifications" means the plans and specifications developed for the Project.

K. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.

L. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.

M. "Project" means the Project as defined in the Recitals.

N. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

O. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:

1. road, pedestrian, and bicycle improvements; and

2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and

3. telephone, high-speed cable, and related technology infrastructure; and

4. natural gas, electrical power, and other public utilities; and

5. any related engineering, grading, erosion control, and landscaping; and

6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.

P. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section IV. C. 4.

Q. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.

R. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

S. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.

T. "TID" means Tax Increment District Number Nineteen ("TID19" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 19 in 2017; TID 19 terminates in 2044.

U. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.

V. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:

1. Land Division and Easement.

   a) The Developer shall prepare and obtain approvals for land divisions for the proposed "in-lots" to create at least two new parcels along the internal ring road, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C), Such land division shall include the grant of an easement to the City of Green Bay from the Developer for access rights to and across the internal ring road.

   b) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. 1.

2. One-Time Reimbursement. The City shall provide an additional TIF Incentive as a one-time obligation of the City, which is further defined as follows:

a) The Developer guarantees that the Property shall have a minimum aggregate assessed value of two million one hundred thousand dollars ($2,100,000) in new valuation above the base value by December 31, 2026, resulting in an aggregate assessed property value of the Property to be approximately seven million four hundred forty-three thousand and four hundred dollars ($7,443,400). This value may be generated on in-lot development projects, as well as the primary building structure where the façade improvements are being proposed.

b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.

c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.

d) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.

e) Developer shall be required to pay back a proportionate amount of TIF Increment received if the aggregate assessed Property value does not meet or exceed seven million four hundred forty-three thousand and four hundred dollars ($7,443,400) by December 31, 2026. This repayment would be due by July 1, 2027.

f) Upon reaching this threshold, Available TIF Increment shall be distributed as follows:

(I) Provided that construction has started on at least one of the inlot projects and the façade improvements on the Project building by July 1, 2022 the City shall make a one-time payment of $300,000 to the Developer within 45 days of the issuance of building permits for both projects.

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

a) Public Improvements, if applicable, as defined in Section II. N., and environmental remediation, and asbestos abatement as required by State and Federal law; then

b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then

c) Any other activity specifically approved by the City or RDA.

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

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

1. Monetary Limitation. The one-time TIF Incentive shall not exceed three hundred thousand dollars ($300,000).

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

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

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to January 30, 2022, Developer shall submit a Concept Plan and/or formal site plan as necessary to the RDA, Plan Commission and City Council for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:

1. Any proposed changes in boundaries of the Property, specifically the proposed boundaries of the in-lots.
2. The approximate location of any proposed structures and/or projects to be built on the Property
3. A preliminary rendering or other illustration of scale of proposed structures and buildings

B. Construction Documents. Prior to March 1, 2022, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:

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

C. Development Budget. Prior to March 1, 2022, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:

1. Not less than one million five hundred thousand dollars ($1,500,00.00) in in "hard" construction costs for the façade improvements, and four million ($4,000,000) in "hard" construction costs for both of the in-lot projects; and

2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and

3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards

    a) Public Art on the Property as approved by the RDA to be installed before December 31, 2026; or

    b) Public Art within one-half (1/2) mile of the Property; or

    c) A separate Public Art project(s) approved by the RDA and GBPAC; or

    d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and

4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive. specifically including:

    a) Building façade enhancements as approved by the RDA.

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

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

1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.

2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use

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

3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.

F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than March 1, 2022, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

G. Proof of Financing. By no later than March 1, 2022, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

H. 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.

I. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.

J. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.

K. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than April 1, 2022. Construction shall be completed no later than December 31, 2022. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

L. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA. Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.

M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.

N. 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.

O. 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.

P. 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.

Q. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property within ten (10) days upon formal request by the City in writing.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or

b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:

   a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants, "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

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

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

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

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

   a) Bodily Injury by Accident – one hundred thousand dollars ($100,000.00) per accident;

   b) Bodily Injury by Disease – one hundred thousand dollars ($100,000.00) per employee; and

   c) Five hundred thousand dollars ($500,000.00) policy limit.

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

3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the

performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

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

b) Bodily Injury and Property Damage – two million dollars ($2,000,000.00) per occurrence;

c) Fire Legal Liability Damage Limit – one hundred thousand dollars ($100,000.00) per occurrence; and

d) Medical Expense Limit – ten thousand dollars ($10,000.00) per person.

4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:

a) Bodily Injury – two hundred fifty thousand dollars ($250,000.00) per person; and

b) One million dollars ($1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars ($250,000.00) per occurrence.

5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars ($1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.

6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

S. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments

or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

a) Any breach by Developer of the terms of this Agreement;

b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.

B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.

C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.

D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.

E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. TID 19 shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

A. Developer Default. Each of the following shall be an Event of Default by Developer:

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;

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

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:

   a) Fraud; or

   b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;

6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

1. Termination. Terminate this Agreement without further notice to Developer;

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;

3. Specific Performance. Sue for specific performance;

4. Sue for Damages. Sue for all damages caused by the Event of Default;

5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;

6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and

7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.

C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.

E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

A. Date of Termination. This Agreement shall terminate upon the earliest of the date:

1. All Qualified Expenditures have been repaid in full by Tax Increment;
2. The City closes and terminates the TID;
3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
4. This Agreement is terminated because of an Event of Default; or
5. The parties agree in writing to terminate this Agreement.

B. TIF Payments termination. The one-time TIF payment shall be made upon completion of the Developer's obligations in this agreement which shall be completed prior to December 31, 2022.

C. Survival of Certain Provisions. Sections III. B. 1. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X .J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.

B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.

E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.

F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.

I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to January 19, 2022, any and all approvals

granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.

J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:

1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or

2. Upon receipt if hand-delivered to the party or person intended; or

3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or

4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City:	City of Green Bay Attn: City Clerk 100 North Jefferson Street, Room 101 Green Bay, WI 54301 e-mail: celestine.jeffreys@greenbaywi.gov
To RDA:	Redevelopment Authority, Room 608 Green Bay, WI 54301 e-mail: neil.stechschulte@greenbaywi.gov
To the Developer:	HobLob Green Bay East, LLC Attention: Garritt Bader 300 N. Van Buren St. Green Bay, WI, 54301 e-mail: GB@gb-re.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 this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

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

Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

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

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
HobLob Green Bay East, LLC

By: _____

_____
Garritt Bader, Principal

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named _____, a member of HobLob Green Bay East, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 2 of 3

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine 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 _____

Signature page 3 of 3

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

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

EXHIBIT A
Property Map

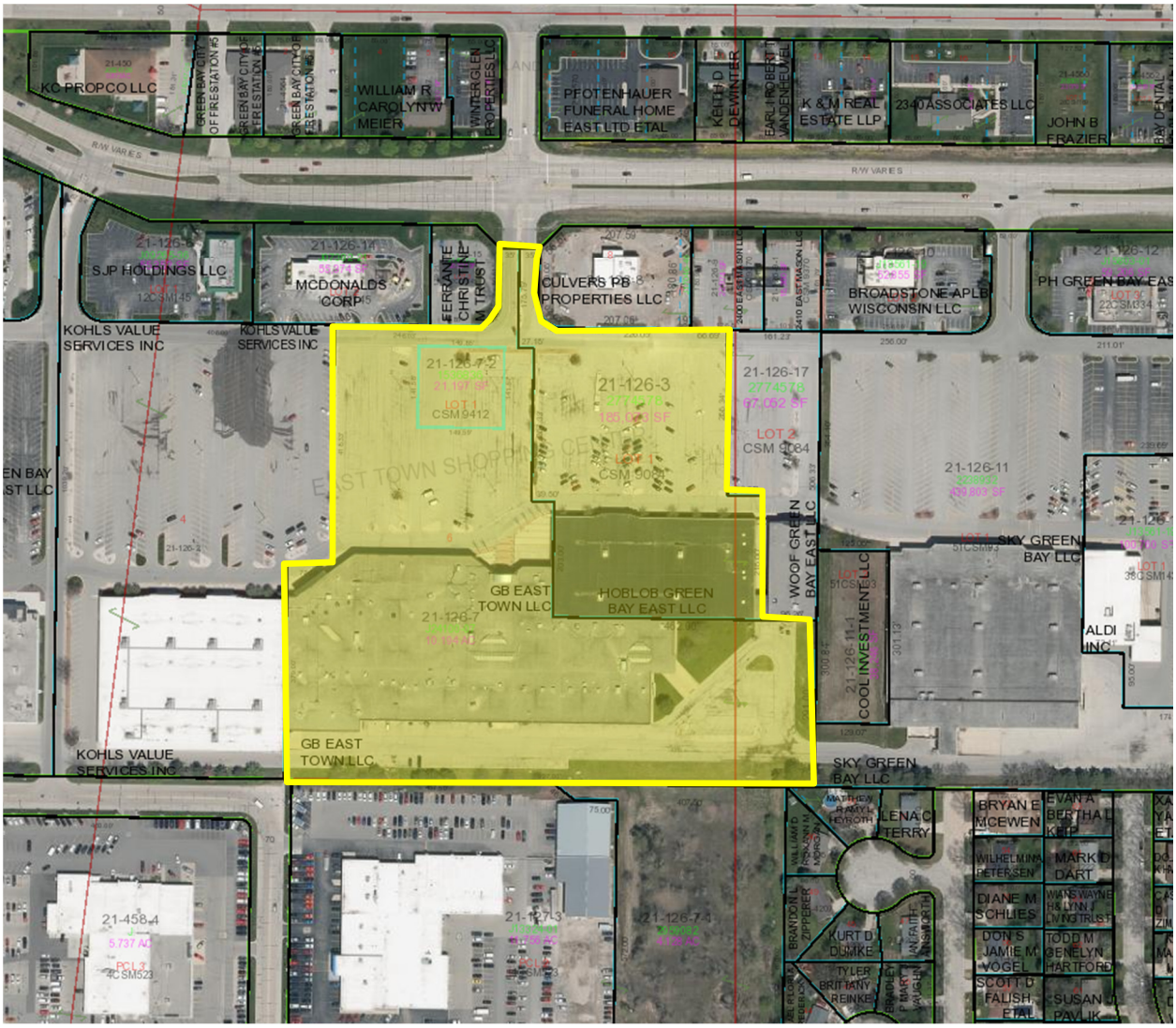


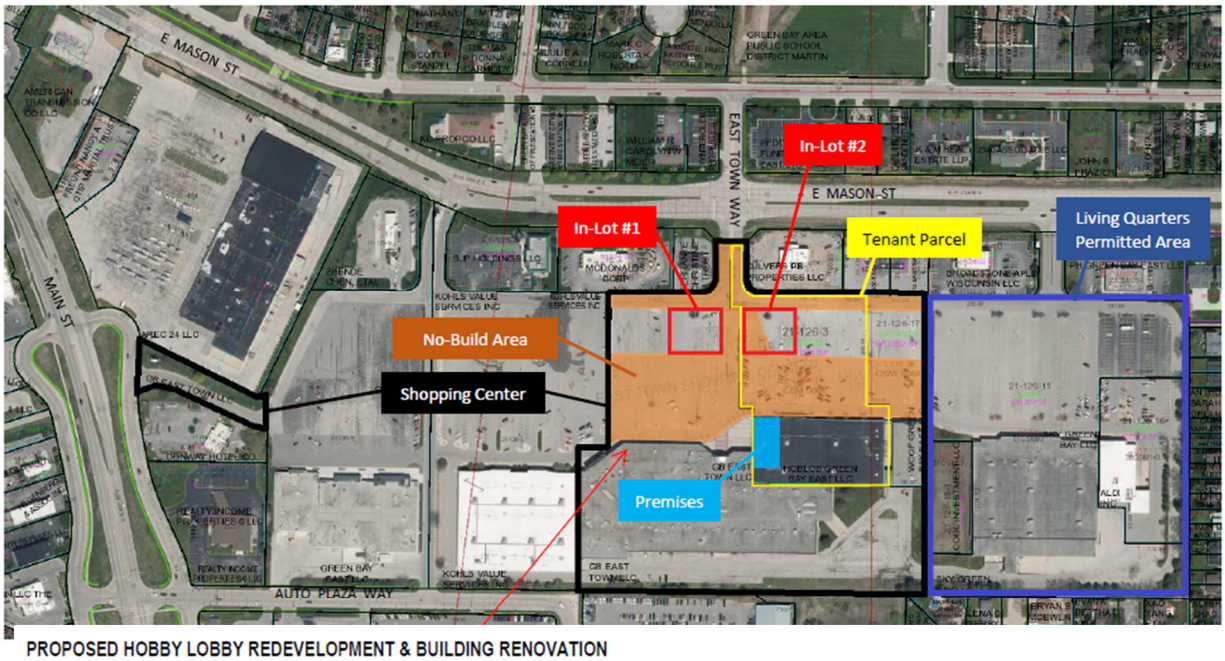
EXHIBIT B
Legal Description

Parcel# 21-126-7: PLAT OF EAST TOWN SHOPPING CENTER LOT 6 EX CSM 9412

Parcel# 21-126-7-2: LOT 1 OF CSM 9412 IN 2988504 BNG PRT OF LOT 6 OF PLAT OF EAST TOWN SHOPPING CENTER (Newly created in 2021)

Parcel# 21-126-3: LOT 1 OF CSM 9084 IN 2869162 BNG PRT OF LOT 7 EAST TOWN SHOPPING CENTER

EXHIBIT C
Preliminary Concept Plan



PROPOSED HOBBY LOBBY REDEVELOPMENT & BUILDING RENOVATION

Below is a photo of the current façade, as well as a conceptual image of proposed façade renovations at the current Hobby Lobby at East Town. The current 64,000-square foot Hobby Lobby would be renovated as a 55,000 SF +/- store, opening up space for a junior box user of approximately 10,000 square feet to also locate within the building.

The frontage of the building is approx. 355 feet. Hobby Lobby will comprise approx. 295 feet, with approx. 60 feet available for the new junior box.

MEMORANDUM

To: Neil Stechschulte, Director, Green Bay Community & Economic Development Dept.
From: Garritt R. Bader, Principal, GB Real Estate Investments, LLC
Date: September 13, 2021
Re: TIF Funding Request For Hobby Lobby Building

This request accompanies my earlier RDA submittal regarding the allocation of existing TIF dollars toward reconstruction work to the East Town entrances from both Mason and Main Streets. Here, I'm requesting that the RDA allocate more existing TIF dollars towards renovation work to the Hobby Lobby building.

Hobby Lobby Building: This building, at 2380 E. Mason Street, was originally constructed and occupied by Kohl's Department Store before its move to its current location in the late 1990s. After that move, Hobby Lobby began leasing this property and has done so for the past twenty years. While certain maintenance and upgrades have been performed on the inside of the building, very little has occurred outside. The façade, lighting and landscaping are all original to its 1981 construction.

I never intended to acquire the Hobby Lobby building as part of my East Town efforts, but it became available and was purchased in May 2021 as a result of discussions with the (now) previous owner. Along with the acquisition and redevelopment of the former Fazolis restaurant and work at East Town, over $13 million in work is now underway on East Town and surrounding properties—work that was originally intended to be total around $5 million. An October announcement will push this to nearly $15 million.

The planned Hobby Lobby building renovations will allow a second national retailer to locate within the current building along with Hobby Lobby. Please see the accompanying architectural rendering of the new front façade compared to the present condition. Hobby Lobby will execute a new ten-year lease, ensuring its continued presence at East Town. The new retailer (which cannot yet be publicly named) will also sign a long-term lease. Total renovation costs for the Hobby Lobby building are estimated at $1.5 million, and when combined with the $2.4 million acquisition cost of the property, equals $3.9 million. My request is for the RDA to allocate $300,000 in existing TIF funds towards this project.

Prior to these requests, I'm proud to state that no city financial assistance has been requested for any of my East Town area redevelopment work. However, as work has now tripled, a small amount of assistance is requested to help advance the increased scope of the overall project. Please see below for the percentage of assistance requested in context of budgeted project costs:

- $300,000 as part of the $3.9 million of Hobby Lobby acquisition and renovation work: 7.7%
- $300,000 as part of the $15 million of overall East Town acquisition and renovation work: 2.0%

As I hope the RDA will agree, this is a very respectful range knowing that many other projects have been awarded between 10% - 20% in assistance. As a dollar amount, it's also less than what was awarded to the developers who renovated the former Cub Foods property in 2017.

Thank you for your consideration. Please let me know if I can provide any additional information that may be useful in your review regarding construction, budget, or anything else. Have a great day.

PROPOSED HOBBY LOBBY REDEVELOPMENT & BUILDING RENOVATION

Below is a photo of the current façade, as well as a conceptual image of proposed façade renovations at the current Hobby Lobby at East Town. The current 64,000-square foot Hobby Lobby would be renovated as a 55,000 SF +/- store, opening up space for a junior box user of approximately 10,000 square feet to also locate within the building.

The frontage of the building is approx. 355 feet. Hobby Lobby will comprise approx. 295 feet, with approx. 60 feet available for the new junior box.

PROPOSED HOBBY LOBBY REDEVELOPMENT & BUILDING RENOVATION

The current 64,000-square foot Hobby Lobby would be renovated into 55,000 square feet, opening up space for a junior box user of approximately 10,000 square feet. The renovations of this property will complement the repositiong of the former East Town Mall into a mixed-use facility with external facing beauty, fitness and general retail users.

City of Green Bay
Department of Community and Economic Development

Preliminary Terms, Conditions and Obligations - October 7, 2021

East Town Façade Improvement Request (TID #19)

Developer Obligations:

- Submit architectural designs for façade improvement for RDA approval by November 4, 2021.
- Apply for all required building permits for façade improvements as appropriate.
- Complete and submit $1.5 million in approved façade improvement costs by September 1, 2022.
- Apply for all required zoning approvals related to the development of a minimum of two new commercial developments along the ring road by December 31, 2021.
- Complete construction of a minimum of $2 million of additional assessable value along the internal ring road by December 31, 2023, or through the increase in valuation on the primary mall buildings owned by the developer.
- Developer shall guarantee an additional property tax payment on additional value for the improved properties of at least $2.1 million starting in 2025 for duration the incentive period.
- Developer to pay property taxes on the subject property(ies) by July 31 of each year.

City Obligations:

- RDA to review and approve architectural renderings for façade improvements at its meeting on November 9, 2021.
- Review all zoning and building permit applications in a timely fashion, with full permits in-place by February 1, 2022.
- Assess the improved property as of January 1, 2023, and compare it to a base year of January 1, 2021.
- Beginning in 2025, the City shall make 80% of the annual increment generated each year available to the developer until a maximum of $330,000 is reached.
    - NOTE: Developer is requesting $300,000 up front.
    - Staff is currently recommending $330,000 on a PayGo basis.
    - Staff is also evaluating if there is an option to utilize funds from TID #10 for this project.

Terms presented here are preliminary, and subject to a full, formal development agreement reviewed by the City Attorney, and subject to confirmation on the financial viability of the terms by the City Finance Department or their designated financial consultant.

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

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # M.1

To refer to staff the request to discuss changes to yard waste site operation, including use of the sites by non-Green Bay residents and/or contractors. (Ald. Steuer)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Communication Ald. Steuer

From: Steven Grenier
To: Jamie Destiche
Subject: FW: Communication
Date: Monday, December 6, 2021 4:24:25 PM

Jamie,

Here is an item for the agenda though. Please add the following: Consideration with possible action on a request by Ald. Steuer to discuss changes to yard waste site operation, including use of the sites by non-Green Bay residents and/or contractors.

Thanks,
Steve

Steven M. Grenier, P.E.
Director of Public Works
City of Green Bay
Department of Public Works
920.448.3097
steven.grenier@greenbaywi.gov
greenbaywi.gov

-----Original Message-----
From: District Ten
Sent: Thursday, December 2, 2021 12:02 PM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>
Subject: Re: Communication

Perfect, Steve. Stay good.

Sent from my iPhone

> On Dec 2, 2021, at 9:08 AM, Steven Grenier <Steven.Grenier@greenbaywi.gov> wrote:
>
> Very good. How does this sound?
>
> Consideration with possible action on a request by Ald. Steuer to discuss changes to yard waste site operation, including use of the sites by non-Green Bay residents and/or contractors.
>
> Steve
>
> Steven M. Grenier, P.E.
> Director of Public Works
> City of Green Bay
> Department of Public Works
> 920.448.3097
> steven.grenier@greenbaywi.gov
> greenbaywi.gov
>
>
> -----Original Message-----
> From: District Ten
> Sent: Thursday, December 2, 2021 8:20 AM
> To: Steven Grenier <Steven.Grenier@greenbaywi.gov>

> Subject: Re: Communication
>
> I am looking at the yard waste sites. Having non-Green Bay citizens using them. Looking at possible revenues.
>
> Sent from my iPhone
>
>> On Dec 2, 2021, at 7:51 AM, Steven Grenier <Steven.Grenier@greenbaywi.gov> wrote:
>>
>> Ald. Mark,
>>
>> Happy to get it on the agenda. However, I'm going to have to take the blame on this one. The last communication I have from you that referenced the yard waste site was from Richard Parins asking about the rail crossing. Is there something different?
>>
>> Thanks,
>> Steve
>>
>> Steven M. Grenier, P.E.
>> Director of Public Works
>> City of Green Bay
>> Department of Public Works
>> 920.448.3097
>> steven.grenier@greenbaywi.gov
>> greenbaywi.gov
>>
>>
>> -----Original Message-----
>> From: District Ten
>> Sent: Wednesday, December 1, 2021 8:14 PM
>> To: Steven Grenier <Steven.Grenier@greenbaywi.gov>
>> Cc: James Brunette <James.Brunette@greenbaywi.gov>
>> Subject: Communication
>>
>> Gents,
>> I had put it a communication with concerns about the yard waste sites and issues real of perceived. Please let me know if this can be discussed at next I & S.
>>
>> Ald. Mark
>>
>> Sent from my iPhone
>

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

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # M.2

To approve the 2022 Sanitary District rates as provided in the Proposed 2022 Sewer Service Charges summary.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. PROPOSED Sewer Service Charges 2022
2. SSD RATE HISTORY78- 22
3. SSD RATE HISTORY78- 22 GRAPH

PROPOSED 2022
SEWER SERVICE CHARGES

SECTION (3)(c)1. NON-MONITORED USERS

Section (3)(c)1.a. Normal Sewage Strength Parameters — Five year Average

Biochemical Oxygen Demand (BOD)	= 249 ppm
Suspended Solids (S.S.)	= 425 ppm
Phosphorous	= 6.8 ppm
Total Kjeldahl Nitrogen (TKN)	= 39.9 ppm

Section (3)(c)1.b. Service Charge

Service Charge = Customer Charge + Volume Charge

Section (3)(c)1.c. Customer Charge

Meter Size (Inches)	Monthly Billed Customers Allowance (100 c.f.)	Monthly Billed Customers Amount ($)	Quarterly Billed Customers Allowance (100 c.f.)	Quarterly Billed Customers Amount ($)
5/8 or 3/4	1	$ 16.60	3	$ 35.90
1	3	30.50	9	76.10
1 1/2	5	44.30	15	116.30
2	10	79.70	30	218.30
3	20	172.50	60	489.70
4	30	256.00	90	712.60
6	65	507.20	195	1,424.50
8	175	1,198.00	510	3,368.00
10	250	1,703.20	750	4,901.20

c.f. = cubic feet

Section (3)(c)1.d. Volume Charge

The G.B.M.S.D. rates for the current period are:

Volume: .....$0.87645/1,000 gallons
BOD:.....$0.53922/pound
Suspended Solids $0.64839/pound
Phosphorous: $2.94038/pound
TKN: $0.73742/pound

Based On The G.B.M.S.D. Rates, The Volume Charges Are As Follows:

The G.B.M.S.D. Charge shall be:..... $3.52/100 cubic feet
The City charge shall be:..... $2.29/100 cubic feet
The total volume charge shall be:..... $5.81/100 cubic feet

Section (3)(c)2. MONITORED USERS

Abnormal Strength Sewage

Section (3)(c)2.a. Service Charge

Service Charge = Monthly Customer Charge + Quantity Charge + Sampling Charge

Section (3)(c)2.b. Monthly Customer Charge

$2392.00 per month

Section (3)(c)2.c. Quantity Charges

	G.B.M.S.D. Rate	City Rate	Total Rate
Volume:	$0.65558/100 c.f.[a]	$2.29/100 c.f.	$2.94558/100 c.f.
BOD:	$0.53922/pound	--	$0.53922/pound
S.S.:	$0.64839/pound	--	$0.64839/pound
Phosphorous:	$2.94038/pound	--	$2.94038/pound
TKN:	$0.73742/pound	--	$0.73742/pound

[a]Equivalent to $0.87645/1,000 gallons
c.f. = cubic feet

Section (3)(c)2.d. Sampling Charge

2022 Rates
Sample Collection ($12) & Analysis ($45) = $57.00 per sample
Sampler Rental = $35.00 per day

SANITARY SEWER DISTRICT RATE HISTORY

YEAR	VOLUME CHARGE NON-MONITORED USERS GBMSD	CITY	TOTAL	MINIMUM CHARGE NON-MONITORED USERS I/I	VOLUME	BILLING	TOTAL	QUARTERLY CHARGE (AVERAGE RESIDENTIAL CUSTOMER)	BUDGET
1979	$0.55	$0.27	$0.82	$3.73	$2.46	$1.36	$7.55	$22.31	$5,418,930.00
1980	$0.56	$0.33	$0.89	$4.48	$2.67	$1.50	$8.65	$24.67	$5,138,000.00
1981	$0.56	$0.36	$0.92	$4.52	$2.76	$1.47	$8.75	$25.31	$5,358,500.00
1982	$0.55	$0.40	$0.95	$4.32	$2.85	$2.18	$9.35	$26.45	$5,683,500.00
1983	$0.54	$0.42	$0.96	$4.35	$2.88	$2.47	$9.70	$26.98	$6,282,000.00
1984	$0.55	$0.44	$0.99	$4.36	$2.97	$2.67	$10.00	$27.82	$6,573,000.00
1985	$0.54	$0.40	$0.94	$4.42	$2.82	$2.86	$10.00	$26.92	$7,004,000.00
1986	$0.56	$0.36	$0.92	$3.70	$2.76	$2.84	$9.30	$25.86	$6,867,000.00
1987	$0.62	$0.38	$1.00	$3.91	$3.00	$3.04	$9.95	$27.95	$7,275,000.00
1988	$0.62	$0.38	$1.00	$4.04	$3.00	$3.11	$10.15	$28.15	$7,902,000.00
1989	$0.72	$0.38	$1.10	$4.04	$3.30	$3.16	$10.50	$30.30	$8,216,000.00
1990	$0.92	$0.38	$1.30	$4.04	$3.90	$3.26	$11.20	$34.60	$8,979,000.00
1991	$0.93	$0.41	$1.34	$4.24	$4.02	$3.14	$11.40	$35.52	$9,588,000.00
1992	$1.01	$0.41	$1.42	$3.75	$4.26	$3.09	$11.10	$36.66	$10,331,000.00
1993	$1.09	$0.41	$1.50	$3.10	$4.50	$3.75	$11.35	$38.35	$11,773,000.00
1994	$1.11	$0.42	$1.53	$2.98	$4.59	$3.93	$11.50	$39.04	$10,914,000.00
1995	$1.07	$0.42	$1.49	$3.00	$4.47	$4.58	$12.05	$38.87	$11,349,000.00
1996	$1.05	$0.42	$1.47	$3.00	$4.41	$4.64	$12.05	$38.51	$12,336,000.00
1997	$1.05	$0.45	$1.50	$3.00	$4.50	$4.92	$12.42	$39.42	$12,163,500.00
1998	$1.06	$0.48	$1.54	$3.00	$4.62	$5.56	$13.18	$40.90	$12,206,700.00
1999	$0.99	$0.48	$1.47	$3.00	$4.41	$5.40	$12.81	$39.27	$12,744,500.00
2000	$0.93	$0.48	$1.41	$3.00	$4.23	$5.51	$12.74	$38.12	$12,300,000.00
2001	$0.84	$0.48	$1.32	$3.00	$3.96	$5.62	$12.58	$36.34	$14,744,000.00
2002	$0.83	$0.53	$1.36	$3.12	$4.08	$5.44	$12.64	$37.12	$14,601,010.00
2003	$0.85	$0.55	$1.40	$3.12	$4.20	$5.44	$12.76	$37.96	$14,707,890.00
2004	$0.89	$0.57	$1.46	$3.27	$4.38	$5.61	$13.30	$39.58	$14,914,160.00
2005	$0.89	$0.64	$1.53	$3.91	$4.59	$4.94	$13.50	$41.04	$15,165,010.00
2006	$0.92	$0.70	$1.62	$4.29	$4.86	$4.62	$13.80	$42.96	$15,234,270.00
2007	$0.92	$0.77	$1.69	$4.80	$5.07	$4.63	$14.50	$44.92	$15,523,730.00
2008	$1.00	$0.80	$1.80	$5.23	$5.40	$4.74	$15.40	$47.80	$15,700,210.00
2009	$1.05	$0.84	$1.89	$5.41	$5.67	$5.33	$16.40	$50.42	$13,977,596.00
2010	$1.17	$0.86	$2.03	$5.72	$6.09	$5.57	$17.40	$53.94	$15,658,490.00
2011	$1.33	$0.91	$2.24	$6.52	$6.72	$5.06	$18.30	$58.62	$16,355,716.00
2012	$1.44	$0.97	$2.41	$6.60	$7.23	$5.01	$18.80	$62.18	$17,593,540.00
2013	$1.60	$1.02	$2.62	$6.67	$7.86	$5.07	$19.60	$66.76	$17,183,170.00
2014	$1.77	$1.08	$2.85	$6.00	$8.55	$5.42	$20.00	$71.30	$18,623,220.00
2015	$2.07	$1.23	$3.30	$6.59	$9.90	$5.41	$21.90	$81.30	$20,000,120.00
2016	$2.37	$1.42	$3.79	$8.98	$11.37	$5.57	$25.90	$94.12	$21,522,582.00
2017	$2.58	$1.73	$4.31	$9.00	$12.93	$5.56	$27.60	$105.18	$24,325,816.00
2018	$2.76	$1.92	$4.68	$9.74	$14.04	$5.93	$29.70	$113.94	$25,995,950.00
2019	$2.91	$2.13	$5.04	$10.72	$15.12	$5.90	$31.70	$122.42	$28,754,196.00
2020	$3.04	$2.17	$5.21	$10.24	$15.63	$6.41	$32.30	$126.08	$31,012,511.00
2021	$3.23	$2.11	$5.34	$11.52	$16.02	$6.66	$34.10	$130.22	$31,176,695.00
2022	$3.52	$2.29	$5.81	$11.57	$17.43	$6.94	$35.90	$140.48	$31,181,361.00
%CHANGE	**8.98**	**8.53**	**8.80**	**0.43**	**8.80**	**4.20**	**5.28**	**7.88**	**0.01**

NOTE:

1) GBMSD VOLUME CHARGE = Cost of treatment of 100 cu. ft. of sewage with an estimated strength 249/425/6.8/39.9 (BOD, Suspended Solids, Phosphorous, TKN)
NOTE: TKN billing parameter added 01/01/92.

2) CITY VOLUME CHARGE = Service charge (per 100 cu. ft.) for such items as administrative costs, sewer repair, maintenance charges, etc.

3) I/I CHARGE = Quarterly charge for infiltration/inflow.

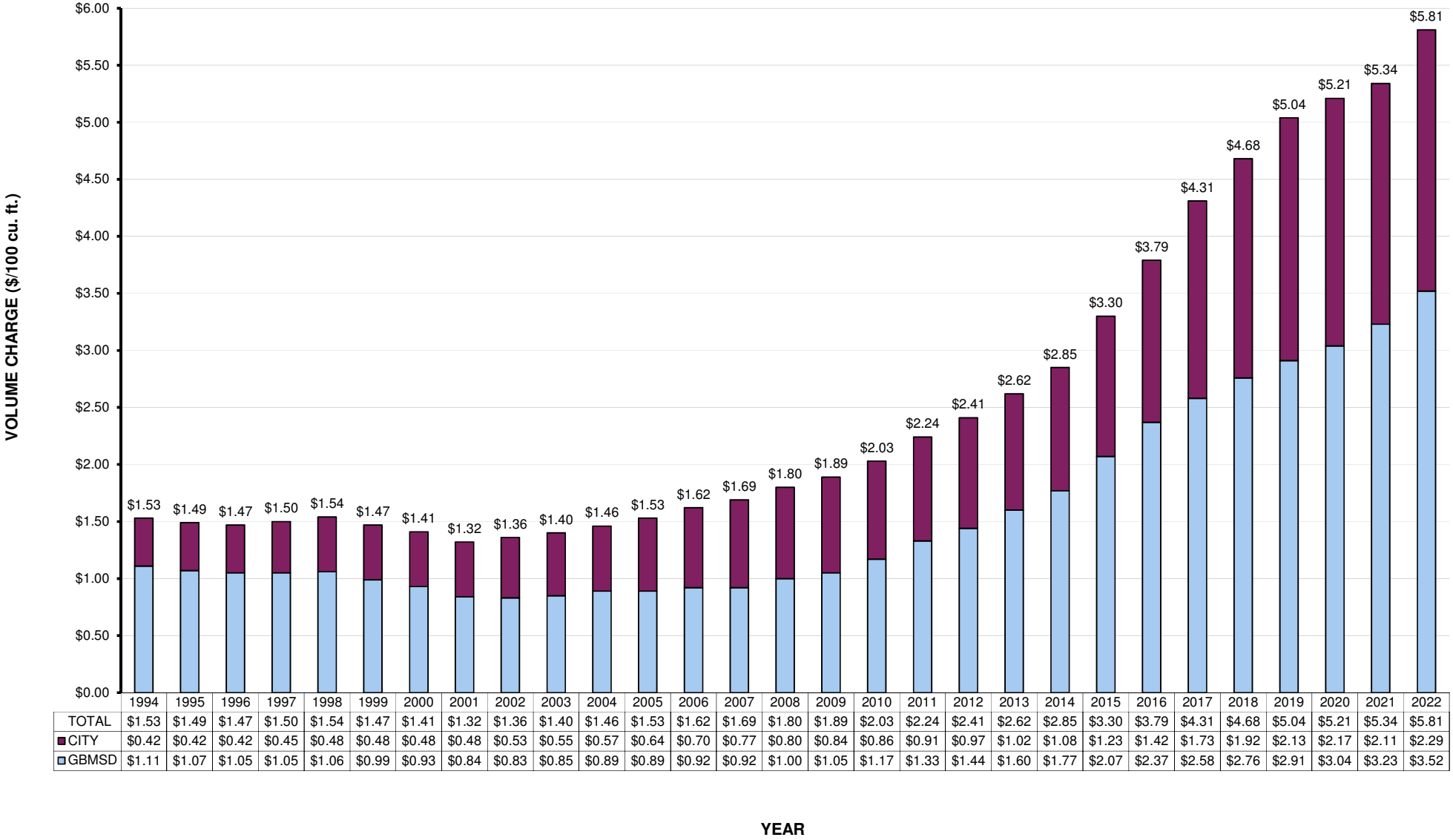
4) MINIMUM VOLUME CHARGE = Total volume charge x 300 cu. ft./qtr.

5) BILLING CHARGE = Cost for water Department to prepare bill.

6) QUARTERLY CHARGE = (average residential customer) = 1800 cu. ft. x total volume charge + minimum charge.

12/9/21

SANITARY SEWER DISTRICT RATE HISTORY



	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
TOTAL	$1.53	$1.49	$1.47	$1.50	$1.54	$1.47	$1.41	$1.32	$1.36	$1.40	$1.46	$1.53	$1.62	$1.69	$1.80	$1.89	$2.03	$2.24	$2.41	$2.62	$2.85	$3.30	$3.79	$4.31	$4.68	$5.04	$5.21	$5.34	$5.81
CITY	$0.42	$0.42	$0.42	$0.45	$0.48	$0.48	$0.48	$0.48	$0.53	$0.55	$0.57	$0.64	$0.70	$0.77	$0.80	$0.84	$0.86	$0.91	$0.97	$1.02	$1.08	$1.23	$1.42	$1.73	$1.92	$2.13	$2.17	$2.11	$2.29
GBMSD	$1.11	$1.07	$1.05	$1.05	$1.06	$0.99	$0.93	$0.84	$0.83	$0.85	$0.89	$0.89	$0.92	$0.92	$1.00	$1.05	$1.17	$1.33	$1.44	$1.60	$1.77	$2.07	$2.37	$2.58	$2.76	$2.91	$3.04	$3.23	$3.52

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

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # M.3

To approve the 2022 Storm Water Utility rates as follows:

Monthly charge $10.40/ERU
Yearly charge $124.83/ERU

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Storm Water Utility - 2022 Budget-Rate
2. Storm Water Utility - Budget History Data
3. Storm Water Utility - Budget History Graph

STORM WATER UTILITY

ACCOUNT NUMBER 205525 - XXXXX

Number of ERU's
79,250

2022 BUDGET

12/09/21

ACCOUNT #	TITLE	Amount
50001	REGULAR SALARIES	$1,487,466
50501	OVERTIME	$39,996
51201	HEALTH INSURANCE	$327,811
51202	DENTAL INSURANCE	$27,836
51203	LIFE INSURANCE	$1,882
51204	LEVY SUPPORTED HEALTH INSURANCE	$0
51210	SOCIAL SECURITY	$92,323
51211	MEDICARE	$21,616
51212	WORKER'S COMPENSATION	$37,174
51301	WRS - EMPLOYER SHARE	$99,313
51402	CLOTHING ALLOWANCE	$3,000
51403	SAFETY GLASSES	$1,500
51404	PERSONAL SUPPLIES	$5,000
52001	TRAINING & TRAVEL	$5,900
52003	DUES & BONDS	$6,000
53001	CONTRACTUAL SERVICES	$150,000
53002	COPY MACHINE	$3,000
53014	LICENCES & PERMITS	$46,100
53017	FINANCE SERVICES	$375,000
53020	DATA PROCESSING SERVICES	$40,000
53021	LEGAL FEES	$3,000
53031	ENGINEERING / ADMINISTRATIVE	$0
53040	SANITATION DISPOSAL CHARGES	$200,000
53102	SEDIMENT CREDIT - GBP (New 2019)	$334,525
53110	SEWER SAMPLING CHARGES	$5,000
54001	MATERIALS & SUPPLIES	$100,000
54007	PUBLIC EDUCATION	$5,000
54010	GAS, OIL & LUBRICANT	$61,000
55101	EQUIPMENT REPAIRS	$200,000
55130	CITY EQUIPMENT USAGE	$300,000
55140	EQUIPMENT REPLACEMENT	$0
55150	NEW EQUIPMENT	$0
55191	EQUIPMENT REPLACEMENT FUND	$0
55320	DIKE MAINTENANCE	$5,000
55358	PUMP STATION REPAIRS	$100,000
56101	ELECTRICITY	$106,000
56201	NATURAL GAS	$110
56301	TELEPHONE	$4,000
56302	CELL PHONES	$7,000
56402	WATER	$1,750
56403	SEWER	$100
57098	DEPARTMENT INSURANCE CHARGES	$18,829
59910	TRANSFER OUT - GENERAL FUND	$470,000
59930	TRANSFER OUT - DEBT SERVICE	$1,415,895
	TRANSFER OUT - FORESTRY DEBT SERVICE	$0
59940	TRANSFER OUT - CAPITAL PROJECTS	$2,412,980
	Subtotal	**$8,521,106**
205670	TRANSFER OUT - FORESTRY FUNDING	$1,371,585
	Subtotal w/ Forestry	**$9,892,691**
	APPLIED SURPLUS	$0
	APPLIED INTEREST REVENUE	$0
	TOTAL	**$9,892,691**
	ERU charge(per year)	**$124.83**
	ERU Charge(per month)	**$10.40**

ANNUAL BUDGET COMPAR

ACCOUNT #	TITLE	2004 Budget	2004 Actual	2005 Budget	2005 Actual	2006 Budget	2006 Actual	2007 Budget	2007 Actual	2008 Budget	2008 Actual	2009 Budget	2009 Actual	2010 Budget	2010 Actual	2011 Budget	2011 Actual	2012 Budget	2012 Actual
50001	REGULAR SALARIES	$371,830.00	$276,836.55	$739,830.00	$485,011.91	$764,950.00	$654,717.11	$788,370.00	$666,937.54	$813,160.00	$817,840.18	$848,930.00	$935,354.67	$861,340	$882,919	$885,030	$905,652	$889,800	$968,560
50501	OVERTIME	$128,860.00	$107,004.50	$150,740.00	$63,096.59	$166,820.00	$87,529.90	$168,100.00	$111,048.74	$150,160.00	$106,913.90	$153,300.00	$108,632.21	$153,640	$86,203	$154,480	$22,417	$144,000	$3,965
51201	HEALTH INSURANCE	$114,130.00	$73,560.97	$259,930.00	$148,835.27	$219,500.00	$250,203.52	$216,120.00	$271,770.16	$262,520.00	$281,361.09	$263,870.00	$273,001.30	$252,990	$151,358	$255,530	$165,177	$251,360	$248,256
51202	DENTAL INSURANCE	$7,730.00	$6,703.62	$18,970.00	$12,978.85	$17,810.00	$21,020.93	$17,410.00	$21,090.40	$18,430.00	$20,185.31	$18,420.00	$19,038.39	$18,890	$11,373	$19,480	$13,083	$19,310	$18,864
51203	LIFE INSURANCE	$870.00	$807.77	$2,070.00	$1,242.47	$1,650.00	$1,980.00	$1,680.00	$2,016.00	$1,620.00	$1,213.12	$1,680.00	$2,281.21	$1,680	$1,483	$1,870	$2,345	$1,900	$1,970
51204	LEVY SUPPORTED HEALTH INSURANCE																		
51210	SOCIAL SECURITY	$24,840.00	$22,473.53	$55,220.00	$31,005.66	$50,580.00	$42,911.33	$51,370.00	$43,299.29	$50,430.00	$53,638.24	$62,140.00	$58,659.98	$62,930	$57,170	$64,450	$54,099	$64,100	$56,592
51211	MEDICARE	$5,830.00	$5,510.37	$12,920.00	$7,906.05	$11,830.00	$10,612.38	$12,010.00	$11,108.76	$11,800.00	$13,170.68	$14,530.00	$14,985.16	$14,720	$14,387	$15,080	$13,271	$15,000	$13,516
51212	WORKER'S COMPENSATION	$5,000.00	$0.00	$22,000.00	$0.00	$13,000.00	$5,676.66	$24,400.00	$9,980.51	$26,800.00	$68,718.98	$28,480.00	-$13,817.43	$22,950	-$23,373	$19,090	$77,132	$23,570	$0
51301	WRS - EMPLOYER SHARE	$39,240.00	$31,673.77	$90,840.00	$50,810.11	$84,610.00	$64,850.33	$87,820.00	$67,607.07	$86,210.00	$82,237.75	$104,230.00	$88,152.42	$111,650	$90,456	$120,590	$68,574	$61,000	$50,104
51401	CAR ALLOWANCE			$0.00	$87.99	$0.00	$1,182.99	$0.00	$365.87		$0.00								$8
51402	CLOTHING ALLOWANCE					$0.00	$200.95	$0.00	$316.52										$85
51404	~~PERSONAL SUPPLIES~~							$0.00	$100.00										
51403	SAFETY GLASSES	-	-	-	-	-	-	-	-	-	-	-		$1,000	$232	$1,000	$0	$1,000	$0
51404	PERSONAL SUPPLIES	-	-	-	-	-	-	-	-	-	-	-		$3,000	$0	$3,000	$0	$3,000	$0
52001	TRAINING & TRAVEL	$0.00		$0.00		$0.00	$1,139.64	$0.00	$6.01	$2,000.00	$33.58	$0.00	$320.00	$1,000	$435	$250	$250	$250	$414
52003	DUES & BONDS	-	-	-	-	-	-	-	-	-	-	$4,500.00	$4,500.00	$4,500	$4,500	$4,500	$4,500	$4,500	$4,500
53001	CONTRACTUAL SERVICES	$12,500.00	$3,500.00	$25,000.00	$3,900.00	$25,000.00	$11,124.88	$68,640.00	$69,531.55	$70,020.00	$68,065.42	$355,220.00	$162,372.54	$67,800	$61,156	$77,500	$29,044	$177,500	$43,409
53002	COPY MACHINE	-	-	-	-	-	-	-	-	-	-	-	$345.47	$2,500	$787	$3,000	$949	$3,000	$214
53014	LICENCES & PERMITS	-	-	-	-	-	-	-	-	-	-	$12,000.00	$12,000.00	$12,000	$12,000	$12,000	$12,000	$13,750	$13,750
53017	FINANCE SERVICES	$95,000.00	$0.00	$200,000.00	$180,000.00	$200,000.00	$207,462.05	$210,000.00	$200,000.00	$210,000.00	$235,869.35	$220,000.00	$216,000.00	$230,000	$225,000	$250,000	$250,000	$240,000	$225,000
53020	DATA PROCESSING SERVICES	-	-	-	-	-	-	-	-	-	-	-		$13,190	$6,914	$13,190	$6,883	$10,000	$6,896
53021	LEGAL FEES																		
53031	ENGINEERING/ADMINISTRATIVE SERVICES																		
53040	SANITATION DISPOSAL CHARGES	-	-	-	-	-	-	-	-	-	-	-		$387,600	$0	$397,800	$0	$200,000	$251,941
53102	SEDIMENT CREDIT - GBP (New 2019)																		
53110	SEWER SAMPLING CHARGES	$5,000.00	$0.00	$10,000.00	$0.00	$10,000.00	$0.00	$10,000.00	$206.60	$10,000.00	$0.00	$10,000.00		$10,000	$2,267	$10,000	$0	$5,000	$0
53112	SEWER SERVICE RATE STABILIZATION	$873,990.00	$0.00	$134,700.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0	$0	$0	$0	$0	$0
54001	MATERIALS & SUPPLIES	$25,000.00	$23,304.94	$50,000.00	$45,104.10	$50,000.00	$16,191.14	$50,000.00	$24,473.34	$50,000.00	$59,395.51	$84,750.00	$42,005.39	$75,000	$40,493	$60,000	$50,624	$60,000	$40,616
54007	PUBLIC EDUCATION																		
54010	GAS, OIL & LUBRICANT	$0.00		$1,000.00	$2,721.41	$5,000.00	$4,743.54	$10,000.00	$19,785.67	$10,000.00	$31,500.97	$40,000.00	$19,827.41	$60,000	$29,888	$45,000	$39,799	$45,000	$44,018
55101	EQUIPMENT REPAIRS	$0.00		$1,000.00	$5,200.84	$5,000.00	$7,527.06	$17,500.00	$30,044.19	$17,500.00	$41,576.68	$40,000.00	$37,667.62	$60,000	$63,099	$60,000	$62,974	$70,000	$91,935
55130	CITY EQUIPMENT USAGE	$265,000.00	$277,038.72	$530,000.00	$324,542.00	$543,000.00	$450,159.40	$510,000.00	$460,656.03	$510,000.00	$438,171.37	$475,000.00	$401,331.97	$435,000	$385,274	$450,000	$341,649	$450,000	$194,759
55140	EQUIPMENT REPLACEMENT	$0.00		$145,500.00	$128,125.88	$145,000.00	$139,597.28	$166,000.00	$158,099.95	$2,000.00	$0.00	$0.00		$0	$0	$0	$6,316	$0	$0
55150	NEW EQUIPMENT	$0.00		$0.00		$0.00	$0.00	$14,000.00	$8,732.60	$5,000.00	$4,197.00	$0.00		$2,000	$0	$0	$0	$0	$0
55191	EQUIPMENT REPLACEMENT FUND	$0.00		$0.00		$17,160.00	$0.00	$35,820.00	$0.00	$56,540.00	$0.00	$56,540.00		$0	$0	$0	$0	$0	$0
55320	DIKE MAINTENANCE	$0.00		$5,000.00	$0.00	$5,000.00	$0.00	$5,000.00	$0.00	$5,000.00	$0.00	$5,000.00	$0.00	$5,000	$0	$5,000	$0	$5,000	$0
55358	PUMP STATION REPAIR (NEW 2018)																		
56101	ELECTRICITY	$12,500.00	$2,454.72	$25,000.00	$19,920.29	$27,750.00	$23,794.66	$29,310.00	$22,438.93	$29,310.00	$30,246.53	$31,590.00	$30,558.87	$34,040	$42,695	$36,400	$44,330	$45,000	$32,102
56201	NATURAL GAS	$150.00	$0.00	$300.00	$0.00	$310.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100	$0	$110	$0	$110	$0
56301	TELEPHONE																		
56302	CELL PHONES	$750.00	$0.00	$1,000.00	$106.59	$1,000.00	$0.00	$750.00	$0.00	$750.00	$0.00	$750.00	$0.00	$750	$0	$1,650	$0	$1,650	$0
56402	WATER	$100.00	$0.00	$200.00	$0.00	$220.00	$0.00	$200.00	$0.00	$200.00	$0.00	$200.00	$0.00	$200	$0	$200	$0	$200	$0
56403	SEWER	$50.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100	$0	$100	$0	$100	$0
57098	DEPARTMENT INSURANCE CHARGES	$2,820.00	$0.00	$5,720.00	$5,070.00	$6,780.00	$7,464.00	$7,230.00	$8,419.00	$6,410.00	$11,878.04	$6,640.00	$6,151.75	$7,740	$14,133	$7,900	$6,150	$15,000	$6,360
59910	TRANSFER OUT - GENERAL FUND																		$0
59930	TRANSFER OUT - DEBT SERVICE	$0.00		$65,340.00	$65,337.00	$108,110.00	$382,767.00	$166,670.00	$166,669.00	$204,000.00	$204,000.00	$210,380.00	$286,970.81	$302,770	$302,766	$427,650	$422,391	$432,540	$424,929
59940	TRANSFER OUT - CAPITAL PROJECTS	$0.00		$1,430,000.00	$1,430,000.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$1,650,000.00	$1,759,520.00	$1,750,000.00	$1,806,540.00	$2,041,160	$2,041,160	$2,178,280	$2,178,280	$2,256,260	$2,268,433
	EXPENDITURE BUDGET	$0.00	$0.00	$0.00	$9.93														
205670	TRANSFER OUT - FORESTRY FUNDING																		
	APPLIED SURPLUS													-$200,000	$0	-$365,000	$0	-$294,000	$0
	APPLIED INTEREST REVENUE																		
	TOTAL	$1,991,190.00	$830,869.46	$3,982,380.00	$3,011,003.01	$3,980,180.00	$3,892,856.75	$4,168,600.00	$3,874,703.73	$4,260,060.00	$4,329,733.70	$4,798,350.00	$4,512,879.74	$5,057,240.00	$4,504,776.02	$5,215,130.00	$4,777,889.38	$5,214,900.00	$5,011,195.76
	Equivalent Runoff Units (ERU's)	39,000		78,000		75,500		75,500		73,500		73,000		74,000		74,000		74,000	
	ERU charge(per year)	$51.00		$51.00		$52.68		$55.20		$57.96		$65.73		$68.34		$70.47		$70.47	
	ERU Charge(per month)	$4.25		$4.25		$4.39		$4.60		$4.83		$5.48		$5.70		$5.87		$5.87	

I:\DeptData\PubWorks\Eng\Special\StormWaterUtility\Budget-Storm Water\2022 Stm\[Storm Water Utility - Budget 2022.xls]Comp

ISON

ACCOUNT #	TITLE	2013 Budget	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 Actual	2016 Budget	2016 Actual	2017 Budget	2017 Actual	2018 Budget	2018 Actual	2019 Budget	2019 Actual	2020 Budget	2020 Actual	2021 Proposed Budget	2022 Proposed Budget
50001	REGULAR SALARIES	$934,450	$993,514	$945,230	$1,030,914	$1,073,670	$1,293,193	$1,108,778	$1,091,213	$1,131,498	$1,239,881	$1,162,066	$772,176	$1,265,315	$818,045	$1,344,840	$849,588	$1,449,296	$1,487,466
50501	OVERTIME	$40,000	$32,287	$40,000	$4,478	$40,000	$14,043	$39,996	$10,936	$40,000	$11,757	$39,996	$7,964	$39,996	$15,918	$39,996	$10,320	$39,996	$39,996
51201	HEALTH INSURANCE	$243,160	$242,620	$251,810	$251,936	$281,200	$284,248	$246,737	$255,663	$268,694	$288,909	$259,141	$161,114	$298,600	$154,193	$307,597	$159,209	$298,045	$327,811
51202	DENTAL INSURANCE	$20,430	$20,046	$21,540	$20,414	$22,670	$23,382	$21,470	$21,476	$21,614	$24,119	$22,240	$13,689	$23,822	$14,962	$26,960	$15,803	$27,868	$27,836
51203	LIFE INSURANCE	$1,860	$1,747	$2,170	$1,273	$1,720	$1,914	$1,656	$1,572	$1,937	$2,072	$2,047	$1,275	$2,155	$1,372	$2,280	$3,476	$2,206	$1,882
51204	LEVY SUPPORTED HEALTH INSURANCE	$14,380	$14,348	$13,490	$2,897	$10,290	$13,746	$10,070	$10,593	$8,610	$10,005	$7,630	$8,088	$5,540	$6,544	$3,690	$6,199	$2,680	$0
51210	SOCIAL SECURITY	$66,870	$58,528	$61,090	$62,193	$66,430	$74,725	$68,762	$64,342	$70,072	$73,591	$72,065	$45,896	$78,142	$49,539	$82,988	$53,864	$89,557	$92,323
51211	MEDICARE	$15,640	$14,211	$14,290	$14,668	$15,550	$17,725	$16,079	$15,202	$16,381	$17,349	$16,875	$10,841	$18,297	$11,585	$19,427	$12,598	$20,967	$21,616
51212	WORKER'S COMPENSATION	$26,050	$0	$19,530	$59,486	$12,630	$10,386	$12,010	$0	$24,485	$0	$22,410	$12,226	$19,150	$107,679	$16,728	$2,182	$48,288	$37,174
51301	WRS - EMPLOYER SHARE	$70,410	$55,228	$68,830	$66,247	$75,680	$86,570	$75,817	$72,470	$79,752	$85,162	$80,565	$52,188	$85,531	$54,595	$93,508	$61,120	$100,558	$99,313
51401	CAR ALLOWANCE		$0				$0											$0	$0
51402	CLOTHING ALLOWANCE		$170		$450		$300	$3,000	$90	$3,000	$0	$3,000	$1,543	$3,000	$1,500	$3,000	$1,532	$3,000	$3,000
51404	~~PERSONAL SUPPLIES~~		$0				-												
51403	SAFETY GLASSES	$1,000	$623	$1,000	$151	$1,000	$0	$1,000	$723	$1,500	$316	$1,500	$469	$1,500	$203	$1,500	$384	$1,500	$1,500
51404	PERSONAL SUPPLIES	$3,000	$0	$3,000	$0	$3,000	$1,500	$0	$0	$5,000	$1,593	$5,000	$1,214	$5,000	$2,665	$5,000	$1,269	$5,000	$5,000
52001	TRAINING & TRAVEL	$23,000	$1,810	$1,000	$763	$1,000	$2,631	$5,000	$666	$8,000	$2,722	$6,000	$2,686	$10,900	$5,135	$5,900	$1,500	$9,275	$5,900
52003	DUES & BONDS	$4,500	$4,500	$4,500	$4,500	$4,500	$4,540	$4,500	$5,100	$5,500	$5,450	$6,500	$4,430	$5,500	$4,450	$6,000	$4,605	$6,000	$6,000
53001	CONTRACTUAL SERVICES	$63,500	$89,050	$70,000	$13,953	$70,000	$11,892	$250,000	$106,631	$250,000	$40,552	$250,000	$101,569	$150,000	$98,103	$100,000	$95,641	$200,000	$150,000
53002	COPY MACHINE	$1,500	$736	$1,500	$665	$1,500	$749	$1,500	$669	$1,550	$2,167	$1,600	$2,924	$1,600	$3,568	$3,000	$3,003	$3,000	$3,000
53014	LICENCES & PERMITS	$13,750	$13,750	$16,000	$12,000	$16,000	$13,916	$16,200	$16,038	$27,000	$26,314	$40,700	$30,941	$40,700	$33,156	$47,000	$35,786	$48,000	$46,100
53017	FINANCE SERVICES	$225,000	$258,055	$275,000	$278,107	$270,000	$272,259	$280,000	$314,850	$280,000	$248,233	$300,000	$310,571	$300,000	$317,118	$350,000	$361,188	$350,000	$375,000
53020	DATA PROCESSING SERVICES	$10,000	$13,064	$15,500	$14,371	$15,500	$32,433	$27,000	$20,247	$35,000	$28,941	$24,750	$26,456	$28,000	$33,893	$36,673	$45,876	$36,673	$40,000
53021	LEGAL FEES											$0	$2,510		$700	$3,000	$0	$3,000	$3,000
53031	ENGINEERING/ADMINISTRATIVE SERVICES					$0	$5,386		$4,805	$10,000	$4,659	$0	$0	$0		$0	$0	$0	$0
53040	SANITATION DISPOSAL CHARGES	$200,000	$0	$200,000	$0	$200,000	$348,767	$200,000	$200,000	$200,000	$1,631	$200,000	$0	$200,000	$423,022	$200,000	$0	$200,000	$200,000
53102	SEDIMENT CREDIT - GBP (New 2019)												$0	$150,000	$0	$275,000	$0	$324,777	$334,525
53110	SEWER SAMPLING CHARGES	$5,000	$0	$5,000	$0	$5,000	$510	$5,000	$5,000	$5,000	$0	$5,000	$0	$5,000	$0	$5,000	$0	$5,000	$5,000
53112	SEWER SERVICE RATE STABILIZATION	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0
54001	MATERIALS & SUPPLIES	$60,000	$54,204	$60,000	$30,736	$60,000	$29,962	$60,000	$60,777	$75,000	$66,312	$75,000	$73,800	$75,000	$63,046	$102,891	$78,449	$75,000	$100,000
54007	PUBLIC EDUCATION									$5,000	$430	$5,000	$1,779	$5,000	$2,607	$5,000	$2,978	$5,000	$5,000
54010	GAS, OIL & LUBRICANT	$45,000	$46,320	$45,000	$49,252	$50,000	$48,001	$50,000	$38,771	$50,000	$48,959	$50,000	$56,777	$57,500	$53,712	$61,000	$37,218	$61,000	$61,000
55101	EQUIPMENT REPAIRS	$100,000	$71,147	$125,000	$63,926	$125,000	$117,057	$125,000	$158,264	$175,000	$112,385	$150,000	$99,359	$150,000	$98,131	$150,000	$152,912	$200,000	$200,000
55130	CITY EQUIPMENT USAGE	$450,000	$169,573	$300,000	$319,745	$300,000	$250,732	$300,000	$76,718	$300,000	$140,523	$300,000	$231,065	$300,000	$269,582	$300,000	$216,937	$300,000	$300,000
55140	EQUIPMENT REPLACEMENT	$0	$0	$0		$0	$0	$0	$0	$0		$0	$1,430	$0	$0	$0	$2,859	$0	$0
55150	NEW EQUIPMENT	$0	$0	$0		$0	$0	$0	$0	$0		$0		$0	$0	$0	$0	$0	$0
55191	EQUIPMENT REPLACEMENT FUND	$0	$0	$0		$0	$0	$0	$0	$0		$0		$0	$0	$0	$0	$0	$0
55320	DIKE MAINTENANCE	$5,000	$0	$5,000	$0	$5,000	$0	$5,000	$5,000	$5,000	$0	$5,000	$0	$5,000	$0	$5,000	$0	$5,000	$5,000
55358	PUMP STATION REPAIR (NEW 2018)											$100,000	$12,729	$100,000	$27,780	$100,000	$44,197	$100,000	$100,000
56101	ELECTRICITY	$56,000	$43,308	$60,150	$44,699	$65,500	$48,589	$71,860	$44,255	$71,860	$42,643	$76,660	$45,477	$98,260	$60,585	$106,000	$56,671	$106,000	$106,000
56201	NATURAL GAS	$110	$0	$110	$0	$110	$0	$110	$0	$110	$0	$110	$0	$110	$0	$110	$0	$110	$110
56301	TELEPHONE							$0	$0	$1,000	$0	$4,000	$57	$4,000	$0	$4,000	$0	$4,000	$4,000
56302	CELL PHONES	$1,650	$0	$1,650	$0	$1,650	$499	$1,650	$2,964	$4,200	$3,685	$5,000	$1,996	$5,000	$2,559	$5,000	$3,043	$7,000	$7,000
56402	WATER	$200	$0	$200	$69	$200	$0	$200	$0	$200	$839	$1,500	$0	$1,635	$385	$1,725	$1,749	$1,725	$1,750
56403	SEWER	$100	$0	$100	$0	$100	$0	$100	$0	$100	$0	$100	$0	$100	$0	$100	$0	$100	$100
57098	DEPARTMENT INSURANCE CHARGES	$1,670	$5,320	$6,950	$5,563	$6,330	$15,251	$7,230	$18,486	$14,010	$6,165	$10,747	$5,950	$14,574	$12,392	$17,155	$11,434	$18,020	$18,829
59910	TRANSFER OUT - GENERAL FUND	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$470,000	$470,000	$470,000	$470,000	$470,000	$470,000
59930	TRANSFER OUT - DEBT SERVICE	$394,050	$394,047	$686,850	$519,850	$414,600	$513,895	$561,852	$561,852	$561,329	$598,701	$561,329	$855,272	$814,460	707930.12+15586	$814,460	$1,142,116	$1,498,273	$1,415,895
59940	TRANSFER OUT - CAPITAL PROJECTS	$2,220,990	$2,220,990	$2,178,600	$2,178,600	$2,249,190	$2,249,190	$1,437,323	$1,437,323	$1,776,370	$1,776,370	$2,062,440	$2,062,440	$2,462,060	$2,462,060	$3,147,230	$3,147,230	$2,421,980	$2,412,980
	EXPENDITURE BUDGET			-$485,190		-$450,120		$0	$0	$0		$0		$0					
205670	TRANSFER OUT - FORESTRY FUNDING															$1,189,853	$1,129,929	$1,250,866	$1,371,585
	APPLIED SURPLUS	-$303,370	$0		$0											$0	$0	$0	$0
	APPLIED INTEREST REVENUE															-$75,000	-$75,000	-$75,000	$0
	TOTAL	$5,214,900.00	$5,019,198.17	$5,214,900.00	$5,251,907.28	$5,214,900.00	$5,987,988.82	$5,214,900.00	$4,822,694.79	$5,733,772.00	$3,860,796.59	$6,135,971.00	$4,438,760.35	$7,300,447.00	$4,846,819.98	$9,383,611.00	$8,147,862.89	$9,723,760.00	$9,892,691.00
	Equivalent Runoff Units (ERU's)	74,000		74,000		74,000		74,000		74,000		74,000		79,250		79,250		79,250	79,250
	ERU charge(per year)	$70.47		$70.47		$70.47		$70.47		$77.48		$82.92		$92.12		$118.41		$122.70	$124.83
	ERU Charge(per month)	$5.87		$5.87		$5.87		$5.87		$6.46		$6.91		$7.68		$9.87		$10.22	$10.40

I:\DeptData\PubWorks\Eng\Special\StormWaterUtility\Budget-Stor

#VALUE!

STORM WATER UTILITY BUDGET
$10,000,000.00
$9,000,000.00
$8,000,000.00
$7,000,000.00
$6,000,000.00
$5,000,000.00
$4,000,000.00
$3,000,000.00
$2,000,000.00
$1,000,000.00
$0.00
$12.00
$11.00
$10.00
$9.00
$8.00
$7.00
$6.00
$5.00
$4.00
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
$1,991,190.00
$3,982,380.00
$3,980,180.00
$4,168,600.00
$4,260,060.00
$4,798,350.00
$5,057,240.00
$5,215,130.00
$5,214,900.00
$5,214,900.00
$5,214,900.00
$5,214,900.00
$5,733,772.00
$6,135,971.00
$7,300,447.00
$9,383,611.00
$9,723,760.00
$9,892,691.00
$830,869.46
$3,011,003.01
$3,892,856.75
$3,874,703.73
$4,329,733.70
$4,512,879.74
$4,504,776.02
$4,777,889.38
$5,011,195.76
$5,019,198.17
$5,251,907.28
$5,987,988.82
$4,822,694.79
$3,860,796.59
$4,438,760.35
$4,846,819.98
$8,147,862.89
$4.25
$4.25
$4.39
$4.60
$4.83
$5.48
$5.70
$5.87
$5.87
$5.87
$5.87
$5.87
$5.87
$6.46
$6.91
$7.68
$9.87
$10.22
$10.40
Budget
Actual
Rate

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

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # M.4

To approve the request by Department of Public Works to purchase gate arms for Main Street Bridge via sole source from B&B Roadway in the amount of $15,400 not including freight.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Sole Source-No Sub Approval Form_Nitschke Barrier Gates_SIGNED
2. WI921-10

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

TO : Purchasing Division/Administrative Services **DATE:** *12/09/21*

FROM: Department/Division *Public Works* **REQUISITION #**

List "No Substitute" Item(s) here:
Barrier Gate Assembly Parts

Select One:

☐ 1) One Time Purchase Estimated Cost: $

☐ 2) Annual Commodity purchase: Estimated annual cost: $

☑ 3) Item may be purchased again: Indicate term: *Indefinite* Estimated Annual Cost: $ *$15,400*

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

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)
Check appropriate justification(s). Provide DETAILED explanation(s) below.

☐ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.

☑ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.

☑ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)

☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)

☐ 5. Safety:

☐ 6. Other:

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

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

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

The Fox River is an integral thuroughfare for local, regional, and national commerce. The Main Street Bridge over the Fox River has barrier gates that raise and lower to safely stop traffic in order to lift the bridge for ship passage. These gates are periodically hit and damaged necessitating replacement of parts of the assembly. The City keeps replacement parts on-hand to complete the repairs as soon as possible and minimize traffic impacts. Damage due to a traffic incident in October required the use of the last of the City's on-hand parts. It is important to have adequate replacement parts on-hand to minimize delays to shipping commerce and roadway travelers. Purchasing replacement parts from the previous vendor/manufacturer will ensure compatibility of the replacement parts and existing assembly.

Approvals:

Requestor: Trista Hobbs Date: 12/9/21

Department Head: Jason Brettl Date: 12/9/21

Purchasing Manager: Thomas Wahl Date: 12/9/21

H:\Forms\No Substitute Approval form.doc

Quote Number

WI921-10

POT8073

15191 Hwy 243 Russellville, AL 35654
Phone: (888) 560-2060 Ext 216 (256) 332-4035 Ext 216
E-mail: jthorn@bbroadway.com Web-site: www.bbrss.com

Date:	November 19, 2021	**E-mail**	Kayla.wasielewski@greenbaywi.gov
Attention:	Kayla Wasieleski	**Ph:**	920-448-3134
Company:	City of Green Bay	**Cell:**	920-660-7025

Job Description: Main Street Bridge over the Fox River

Qty.	Description	Unit Price	Total Price
1	**Part # AAW-A003-445R3A10AA2, Replacement Warning Gate Arm** Includes: • Aluminum/Fiberglass Gate Arm, Square Material • Arm Dimension "A" = 445" (Center of Gate Housing to Tip of Gate Arm) • 16" Alternating Red/White High Intensity Reflective Sheeting on Gate Arm per MUTCD 2009, Vertical Striping • (3) B5 Arm Light with 12V LED Lamp, 360 Degree Red Lens • Bumper Rod • (2) Guy Cables • Folding Fence, 48.5"	$7,060.00	$7,060.00
1	**Part # AAW-A003-512R3A10AA2, Replacement Warning Gate Arm** Includes: • Aluminum/Fiberglass Gate Arm, Square Material • Arm Dimension "A" = 512" (Center of Gate Housing to Tip of Gate Arm) • 16" Alternating Red/White High Intensity Reflective Sheeting on Gate Arm per MUTCD 2009, Vertical Striping • (3) B5 Arm Light with 12V LED Lamp, 360 Degree Red Lens • Bumper Rod • (2) Guy Cables • Folding Fence, 134"	$8,340.00	$8,340.00
	Total without Freight		$15,400.00
	Estimated Freight to ?		?
	Estimated Total with Freight		?

Quote Qualifications

- This quote is valid for 30 days from date of origination.
- "Due to the volatility of steel prices, prices may be subject to change beyond the (30) day validity period of the quote and should be confirmed prior to order."
- Shipment is estimated at **6-8** weeks after receipt of fully released order and/or approved drawings. Lead time can vary pending current work load at time of release. BBRSS is not responsible for delays outside our control.
- FOB Origin (freight prepaid & added to invoice) **(Crates over 27' Long will be on a Flat Bed Truck as our LTL Carriers have discontinued delivering Crates over 27' Long, Effective 4/13/17)**
- Off-loading shall be the responsibility of the buyer. B&B Roadway will not be responsible for off-loading of materials.

- Appointments and Delivery Notices may cost extra due to Carriers Charges for adding this.
- Lift Gate Trucks cost extra per request if available.
- Freight Damage must be reported to carrier on delivery paperwork at time of delivery and B&B Roadway needs to be notified within 48hrs. Most freight carriers will not cover freight damage if it isn't noted on paperwork at time of delivery. If your shipment comes in a crate, you need to open to verify there was no damage during shipping.
- Terms: 25% Upon Receipt of Order, Net 30 days with approved credit on remaining. Funds payable in United States currency only. Products that ship outside the United States are 25% Upon Receipt of Order, Prepay remaining before shipping. Payments from outside the United States to be Wired or Next Day Air due to long regular Mail Time.
- Credit Card Purchases.
- Acceptance of this with a purchase order implies you have read and agree with our terms and conditions. Acceptance of your PO doesn't negate our Terms and Conditions even if it says it does. Notify us in writing on what you don't agree with in our Terms and Conditions so we can review.
- **Please email or mail a copy of your Purchase Order for our records at time of order.**
- Price includes only materials as described above.
- Applicable taxes are not included; customer will be responsible for all taxes on sales. **Due to recent Tax Law Changes, B&B Roadway is required to charge sales taxes in certain states, please furnish a copy of your Tax Exempt Certificate when order is placed.**
- Concrete, rebar, conduit, electric service and other installation items not listed are to be provided by others.
- BBRSS is not responsible for project takeoff. Customer is responsible for ensuring equipment quoted meets project specifications.
- Professional engineering (PE) services or certification and/or any FEA analysis are not included unless specifically indicated in the quotation.
- Gate operators and barriers require contractor field assembly of components and accessories prior to use. Additionally, gate operators contain adjustable components such as limit switches, connecting and bumper rods, tensioning cables, and counterweights etc., which require contractor field adjustment. Qualified contractor personnel familiar with gate equipment and operations should perform these operations. B&B Roadway field service personnel are available to assist or perform these functions at a rate of $1,200.00/day + travel and expenses.

PROJECT PAYMENT TERMS

The following Project Payment Terms shall take precedence over the general BBRSS General Terms and Conditions:

Terms/Payments:

- 25% Upon Receipt of Order, Net 30 on Remaining - FOB Factory/Origin

Products that ship outside the United States are 25% Upon Receipt of Order, Prepay remaining before shipping.

GENERAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the Quote or agreement between B&B ARMR or B&B Roadway (divisions of B&B Roadway and Security Solutions, LLC ("BBRSS")) and Customer, and apply to Products and Services (collectively "Products") manufactured, assembled and sold by BBRSS. All prices, terms and conditions are subject to change by BBRSS without notice. Unless otherwise agreed by both parties in writing, this Agreement cannot be modified or assigned to another party. BBRSS has no implied duties except as expressly stated in this agreement.

Orders and Shipments

Submittals:

Prior to commencing manufacturing, BBRSS shall provide to the customer at customer request a project submittal document containing relevant specifications for the project. The submittal document represents the governing document for project specifications, materials and terms and conditions. The submittal shall be customer approved prior to manufacturing release. Changes made after submittal approval are subject to additional costs.

Change Orders:

Changes in product requirements after customer approved submittals are subject to BBRSS's acceptance or rejection in writing. Change orders shall be subject to additional charges and agreed upon in writing and may delay project shipping.

Scheduling of Shipments and Services.

BBRSS product or service scheduling dates shall be deemed to be estimates only. BBRSS shall not be liable for any losses or damages, whether direct, indirect, incidental, consequential, or otherwise, for failure to fill orders, delays in shipment or delivery, or any error in the filling of orders, regardless of the cause. BBRSS shall have the right to make partial shipments and invoice separately. Partial shipment invoices shall be due per project payment terms. Customer has 30 days to take delivery from the date BBRSS notifies Customer that materials are ready for shipment. After 30 days, Customer agrees to pay $1,000 storage fee per month per truckload, minimum of 1 truckload for small quantities. Storage fee must be paid prior to release of shipment after storage fee is incurred.

Title and Risk of Loss

All products are shipped FOB Factory unless specifically noted in submittal documentation. Unless otherwise specified in writing, title to the Products shall pass to Customer commencing with the placement of the Products in the custody of a carrier or shipping agent at BBRSS's

loading point. All risk of loss or damage to the Products in transit shall be borne by Customer regardless of the party paying for the freight. BBRSS shall provide reasonable assistance to Customer in making claims with carriers in the event of loss or damage.

Freight

Customer shall bear all freight, insurance and related shipping expenses on all orders unless otherwise specified in writing.

Force Majeure

BBRSS's performance hereunder, or any delay in such performance, shall be excused for such failure to perform or delay as attributable to any cause or reason beyond BBRSS's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or difference character beyond BBRSS's control.

Pricing

Taxes.

Prices do not include taxes or duties of any nature. Customer shall be responsible for the payment of all applicable taxes and shall provide BBRSS with tax exemption certificates satisfactory to the appropriate taxing authorities.

Terms/Payments

Payment terms or Project Terms shall be per BBRSS's quote or customer approved submittal if applicable. Project payment terms not specifically defined in the *Project Payment Terms* section of quote or submittal shall be 25% Upon Receipt of Order, Net 30 days from date of shipment from factory. Products that ship outside the United States are 25% Upon Receipt of Order, Prepay remaining before shipping.

Retainage and Back Charges

Unless agreed to in writing, Customer shall not deduct payments due BBRSS unless a credit memorandum has been issued by BBRSS to Customer. The customer may not, under any circumstances, withhold "retainage" or "back charges" from any order without prior written approval. Overdue account balance may be subject to finance charges.

Extension of Credit

BBRSS, at its option, may extend credit to Customer or may require at any time that payments be made by certified or cashier's check, letter of credit, wire transfer or any other method of payment determined by BBRSS. If credit is extended, BBRSS shall have the right to establish credit limits and any other financial requirements. Credit policies may be changed by BBRSS from time to time at its sole discretion.

Delinquencies and Finance Charges

If the Customer becomes delinquent in its financial obligations to BBRSS, BBRSS may hold back shipment of product. If the product has been shipped, BBRSS has the right to put a lien on the products at the full extent of the law until obligations are fully met. Interest on delinquent account balances may accrue at the lower of 1.5% per month or the maximum rate of interest permitted by applicable law or regulations.

Inventory Returns and Adjustments

No Products may be returned to BBRSS by Customer for credit or replacement unless a Return Material Authorization (RMA) number has been obtained from BBRSS. BBRSS has the right to inspect all returned merchandise before establishing final disposition. Upon inspection BBRSS shall be entitled to reject and return to Customer, freight collect, any Products which in BBRSS's sole judgment are in unacceptable condition. Inventory returns of unused and unopened products shall be subject to a restocking fee.

Warranty Returns

Shipping of warranty replacement items will utilize UPS Ground shipping. Any other request shall be at the customer's expense. The customer shall be invoiced for all warranty replacement items and credited once the component is returned to the factory. The customer has 30 days from the date that the RMA number is assigned to have the component returned to BBRSS or the customer incurs the full responsibility of the invoice.

Unused Products

All unused material is subject to a 25% restocking fee. Unused material must have been purchased within 30 days of request for return, and must be in new condition and packaging. The customer has 15 days from the date that the RMA number is assigned to have the unused material returned to BBRSS.

Changes in Products and Parts

BBRSS continually improves its products and shall provide products that meet or exceed project requirements. If original replacement parts are no longer available, BBRSS shall provide parts that meet the fit, form and function unless specifically advised in writing that such parts are not acceptable.

Publicity

Neither party shall refer to the other in any advertisement, press release or other publication or literature in any manner without obtaining the prior written consent of the other party.

Confidentiality

Except for information that is otherwise publicly available, any technical information provided between the parties shall be held in confidence and shall not be divulged to any third party or used in any way other than for accomplishing the operations necessary for supplying the Products. The parties shall take all reasonable precautions to protect such technical information from unauthorized or negligent disclosure. This provision shall expressly survive termination of the Agreement between the parties.

Modifications and Governing Law

Any modification of this Agreement or Attachments/Exhibits to this Agreement must be in writing and signed by authorized representatives of both the Customer and BBRSS. In the event that any of the provisions of the Agreement shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the remaining portions shall continue in full force and effect. The Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware.

By placing an order, customer hereby acknowledges that they have read and accept these terms and conditions.

GENERAL WARRANTY

BBRSS warranties for a period of one (1) year FOB manufacturing facility, unless otherwise specified by BBRSS in writing, from defects due to faulty material or workmanship. Damage due to handling during shipment and installation are not covered under warranty. BBRSS assumes no responsibility for service at customer site. BBRSS is in no event responsible for any labor costs under the warranty. Subject to the above limitation, all service, parts, and replacements necessary to maintain the equipment as warranted shall be furnished by others. BBRSS shall not have any liability under these specifications, other than for repair or replacement as described above for faulty product material or workmanship. Equipment malfunction or equipment failure of any kind, caused for any reason, including, but not limited to unauthorized repairs, improper installation, installation not performed by BBRSS authorized personnel, incoming supply power is outside the tolerance for the product, failure to perform manufacturer's suggested preventative maintenance, modifications, misuse, accident, catastrophe, neglect, natural disaster, are not under warranty.

The exclusive remedy for breach of any warranty by BBRSS shall be the repair or replacement at BBRSS's option, of any defects in the equipment. **IN NO EVENT SHALL BBRSS BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY KIND OF PERSONAL DAMAGES.** Except as provided herein, BBRSS makes no warranties or representations to consumer or to anyone else and consumer hereby waives all liability against BBRSS as well as any other person for the design, manufacture, sale, installation, and/or servicing of the Products.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES EXIST.

Any modification or alteration by anyone other than BBRSS will render the warranty herein as null and void.

Warranties on BBRSS products require the Owner/End User to activate their Warranty within 30 days of shipment from the factory. Warranty registration can be completed online at www.bbrss.com under the "Support" tab or can be activated by calling BBRSS at 1-800-367-0387. Failure to register your Warranty will not void your Warranty but may subject the equipment to reduced product coverage periods.

Quoted By:_____ Accepted By:_____

Jason Thorn

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

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # M.5

To approve the Parking Division access and revenue control equipment service agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. City of Green Bay SKIDATA_CarePack_ServiceDescription_2022
2. SKIDATA_Proposal_City of Green Bay WI_SaaS

SKIDATA Expert Services

SKIDATA KUDELSKI GROUP

SKIDATA Expert Services

SKIDATA.Care Pack

Business segment: CA, PA | Country: USA | Sales Manager:

CUSTOMER details:	
Company: City of Green Bay	
Contact person:	**Department:**
Street, no.: 519 S. Oneida St	**E-mail:** justinli@greenbaywi.gov
Zip/place: Green Bay, WI 54303	**Phone:**

SITE A details (place of operation):	
Site name: Same as above	
Site number:	**Contact person:**
Street, no.: Same	**E-mail:**
Zip/place: Same	**Phone:**
Installed products: Appendix B: site A details	

SKIDATA.CARE PACK MODULES

	SERVICE NAME	WARRANTY (First Year)	BASIC	EXTENDED	PREMIUM	
REACTIVE	Coverage period	MON to FRI 08AM to 5PM	MON to FRI 08AM to 5PM	MON to SUN 08AM to 5PM	MON to SUN, 24 Hr	
	Time to support remote [Hr] [Critical, Major, Moderate, Minor]	8/24/48/48	8/24/48/48	4/8/24/24	4/4/8/8	
	Time to support onsite [Hr] [Critical, Major, Moderate, Minor]	24/72/72/72	24/72/72/72	24/48/72/72	8/24/48/48	
	Service labor	Not included	Not included	Incidents	Incidents + Requests	
PREVENTIVE	Hardware Maintenance	Not included	Quarterly	Quarterly	Quarterly	
	Software Maintenance	Included	Included	Included	Included	
	Training	Not included	Not included	Annual 4 Hr	Annual Full day	
	Performance Review	Call history export	Call history export	Quarterly	Monthly	
PARTS	Spare Parts, excl. wear and tear	Included	Not Included	Not Included	Not Included	
ANNUAL MODULE PRICE		Incl. in project	$ 23,520	$39,384	$ 64,884	$

ADDITIONAL OPTIONS

SERVICE NAME	ANNUAL OPTION PRICE
Spare Parts.Care	$ 18,672
Protect.Care (Anti Virus)	$ See SaaS Proposal
Upgrade.Care	$ See SaaS proposal
	$

SKIDATA Expert Services

SKIDATA KUDELSKI GROUP

YOUR SKIDATA.CARE PACK
SELECTED SKIDATA.CARE MODULE: EXTENDED
SELECTED SKIDATA.CARE ADDITIONAL OPTIONS:
☒ Spare Parts.Care
☐
☐ Upgrade.Care
☐
ANNUAL PRICE (MODULE PRICE + OPTIONS): $39,384 (Extended Care) + $ 18,672 (Spare Parts) = $58,056 Annually
The annual price will be adjusted according to the consumer price index.

GENERAL AGREEMENTS
Contract commencing: 1/1/2022
Contract payment: QUARTERLY IN ADVANCE

The accompanying appendices are an integral part of this contract.

Location:

Date:

Customer	SKIDATA, Inc.
_____	_____
Signature	Signature
_____	_____
Print	Print

SKIDATA Legal Entity
SKIDATA, Inc.
120 Albany Street, Tower II, Suite 750
New Jersey 08901

Appendix
Appendix A: Service description
Appendix B: Site details
Appendix C: Service price list
Appendix D: Service Conditions

SKIDATA Expert Services

SKIDATA.Care Pack: Appendix A Service description

SERVICE COVERAGE PERIOD

SKIDATA technicians are available if you need them. Within the agreed coverage period, the customer is able to contact SKIDATA via telephone, e-mail or customer portal to get functional support.

- Each support case will be registered and handled according to standardized processes.
- Per support case via Help Desk, a support time of 15 minutes is included.
- Additional support will be charged according to the 'SKIDATA Expert Services Price List' or is covered by the service agreement.
- Within the defined coverage period of the selected option no supplements (weekend- or nightwork) will be charged.
- Within the defined coverage period of the selected module the agreed 'time to support remote' and the 'time to support on-site' values are valid.
- The Help Desk may only be called by customer employees who have been trained to use SKIDATA systems.

TIME TO SUPPORT ONSITE & TIME TO SUPPORT REMOTE

Within the agreed coverage period, each incident will be prioritized and handled according to the agreed classification. Incidents are classified into four categories. These categories are explained below. The values within the overview grid represent hours.

Example: 8/24/48/48.

The first figure is valid for the classification level 'Critical', the second for 'Major', the third for 'Moderate' and the fourth for 'Minor'.

Explanation of incident classification

Critical: the contractually agreed use is impossible or unreasonably restricted and the error materially affects the Principal's business processes.

Major: the contractually agreed use is very restricted and the error materially affects the Principal's business processes, however, the Principal is still able to continue to work in a restricted manner.

Moderate: the contractually agreed use is slightly restricted and the error slightly affects the Principal's business processes, however, the Principal is still able to continue to work in a slightly restricted manner.

Minor: Incidents which do not fall into any other category.

The classification of incidents is done by SKIDATA in agreement with the customer.

Prioritization times

Time to support remote: Time between the notification of an incident by the customer or the detection of an incident by SKIDATA and the time until SKIDATA starts troubleshooting remote.

Time to support on-site: Time between the notification of an incident by the customer or the detection of an incident by SKIDATA and the arrival at the site where the incident is detected, if it cannot be fixed by means of remote access or telephone support.

The figure below shows the prioritization times:

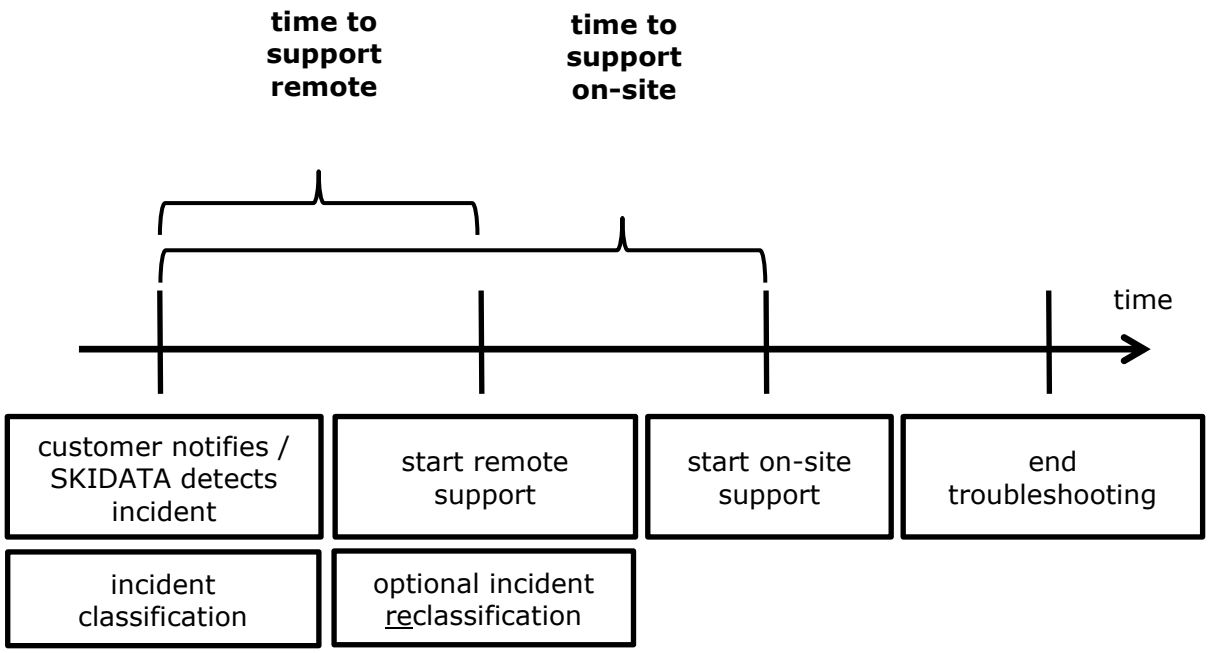


Figure: visualization of prioritization times

SERVICE LABOR

Within the agreed coverage period, different types of service labor activities can be included. Service labor activities are divided into three types which are described below.

SKIDATA is committed to the high-quality training and know-how of its service personnel. Each service technician is obliged to complete a three-level training program with a final examination.

Incidents
Incident management is performed by a logical, systematic search for the cause of a problem so that the device or process is ready for operation again after the solution.

Service requests
Service requests are plannable activities to change the behavior and functionality of the access system.

Service on third party equipment
Third party equipment is hardware and software not provided by SKIDATA but related to the functionality of the access system. Third party equipment covered by the agreement must be listed within appendix B.

To provide effective troubleshooting, SKIDATA's service is organized in local and central service teams. All service engineers are connected with central technical (CTS) support at SKIDATA headquarters and with the world wide acting R&D teams. CTS is based in Europe and in Texas.

Troubleshooting is generally done remotely. If remote troubleshooting is not possible, SKIDATA reserves the right to carry out a service visit on-site to handle the incident.

Excluded labor activities:

- Troubleshooting of issues caused by misconduct of customer employee or operators
- Troubleshooting of issues caused by force majeure

Required spare parts will be invoiced if the option 'Spare Parts.Care' is not part of this agreement.

HARDWARE MAINTENANCE

Hardware maintenance is a preventive maintenance and includes the inspection, cleaning, and adjustment of hardware components as well as the execution of test runs necessary for proper operation. The costs of labor and travel are included.

Hardware maintenance is classified into Level 1 and Level 2 activities.
Level 1 activities: Cleaning and visual inspection
Level 2 activities: Maintenance according to inspection plan, replacement of wear parts if necessary. A detailed list of activities is available on request.

Required spare parts will be invoiced if the option 'Spare Parts.Care' is not part of this agreement.

SOFTWARE MAINTENANCE

Software maintenance is a preventive maintenance and includes selected checks of the SKIDATA software and operating system. The costs of labor and travel are included.

Software maintenance is classified into Level 1 and Level 2 activities.
Level 1 activities: Patching (operating system, SKIDATA software)
Level 2 activities: Database maintenance (archiving, indexing, log-file check, maintenance plan), updates within the same SKIDATA software release
A detailed list of activities is available on request.

TRAINING

Use your SKIDATA system efficiently! The better you know your SKIDATA system, the more efficiently you can use it! For this reason, we pass on our knowledge to you in structured training sessions at our training locations.
Training is available in three different types which are described below.

Annual 4 Hr
The service agreement includes four hours of training per year.

Annual full day
The service agreement includes one full day of training per year.
A full day means from 08 am to 05 pm.

Bi-annual full day
The service agreement includes two full days of training per year.
A full day means from 08 am to 05 pm.

All trainings will be performed at an SKIDATA training location.
The training program will be defined upfront according to the needs of the customer.
If training is part of the service agreement attendance is required by the primary customer team. Otherwise the agreed reaction times cannot be guaranteed.

PERFORMANCE REVIEW

SKIDATA offers different levels of performance reviews to analyze the performance of SKIDATA's service delivery. Within the Premium Plus module also a total cost of ownership plan is included.

The following performance review types are available.
Call history export
On request a summary of logged service calls will be provided.
The summary is an export of SKIDATA's service management application.

Quarterly report
SKIDATA provides proactive a summary of logged service calls per quarter.
The summary is an export of SKIDATA's service management application.
It includes the fulfillment level of the agreed SLAs and shows basic performance statistics.

Monthly report
SKIDATA provides proactive a summary of logged service calls per month.
The summary is an export of SKIDATA's service management application.
It includes the fulfillment level of the agreed SLAs and shows basic performance statistics.

SPARE PARTS.CARE

The option 'SPARE PARTS.CARE' extends the service agreement with the supply and installation of spare parts.

Spares repaired by SKIDATA are refurbished and fully functional. Excluded from the scope of delivery are spare parts which have been damaged by improper use, vandalism or weather conditions.
Wear and tear parts are excluded from the scope of delivery:

- Thermo printer head
- Sheer bolts
- Barrier arms
- Short term tickets
- Backup batteries for UPS

PROTECT.CARE (ANTI VIRUS SERVICE)

The option 'PROTECT.CARE extends the service agreement with the installation and operation of an SKIDATA qualified anti virus solution.

All SKIDATA products with Microsoft Windows® based operating systems should be equipped with an anti-virus service agent. The agent communicates via the Internet with the central anti-virus service to get the latest security updates (patterns). The agent protects against malicious software infection, detects potential threats, and removes them to prevent system downtime.

UPGRADE.CARE

The option 'UPGRADE.CARE' extends the service agreement with regular upgrades of the management software of the SKIDATA access solution.

Upgrade means the transition from one major release to the subsequent one. It usually contains some major new features as well as basic enhancements that extend the functionality of software or hardware.

The upgrade includes the required SKIDATA software licenses, the preparation of the upgrade and the installation of upgrade. SKIDATA has a special focus to minimize the downtime of the access solution during the upgrade.

A prerequisite for the 'Upgrade.Care' option is an access solution with a supported management software (Parking.Logic, Freemotion.Logic, Handshake.Logic) installed.

SKIDATA Expert Services

SKIDATA Care Pack: Appendix B

Site details

Product:	installation date:
SKIDATA hardware: **(18) Barrier.gate** **(18) lite.gate (for entry and exits)** **(6) Easy.cash**	
SKIDATA software:	
Current version is V12, upgrade will be to V15	
Third party products: **Commend intercom**	

SKIDATA Expert Services

SKIDATA Care Pack: Appendix C Service price list

Pricebook	Customer	Hour rate HW (08:00 – 17:00)	Hour rate SW (08:00 – 17:00)	Overtime	Weekend and Holiday
US – List Price 1	With contract	135.00	135.00	+100%	125%
US – List Price 2	Without contract	175.00	175.00	+100%	125%

Dispatch charge: $ 95 without contract. With contract the dispatch charged will be waived

SKIDATA PROPOSAL

ISSUE DATE: 11/30/2021
VALID UNTIL: 12/31/2021

PROJECT INFORMATION			
PROJECT NAME:	CITY OF GREEN BAY – 2022 SAAS UPGRADE	SKIDATA CONTACT:	DAN STUBLASKI
ACCOUNT NAME:	CITY OF GREEN BAY	PHONE NUMBER:	(612) 251-7937
PROPOSAL #:		E-MAIL ADDRESS:	DAN.STUBLASKI@SKIDATA.COM

Project Location	Bill To Information
519 S. Oneida St **Green Bay, WI 54303**	**519 S. Oneida St** **Green Bay, WI 54303**

Solution Summary
Upgrade from version 12 to current version 15 with SaaS model for 5 years.

SaaS modernization Pricing Summary			
	Unit price	**Quantity**	**Total**
Lanes: Qty 18	$80.00 / month	18	$1,440.00
Pay on Foot machines	$50.00 / month	6	$300.00
Server Upgrade	$2,500.00	0	$0.00
anti-virus each PC device	$8.00	7	$56.00
Labor:			Included
Freight:			Included
Estimated Sales Tax:			$0.00
Estimated Labor Tax:			$0.00
Estimated Freight Tax:			$0.00
Total Initial Monthly Fee:			**$ 1,796.00**
Total Subsequent Monthly Fee			**$ 1,796.00**
SaaS yearly fee for 5 years:			**$ 21,552.00**
Ongoing Annual Fee will be paid ☒ Quarterly ☐ Semi-annually ☐ Annually			

Project Dates	
Your Desired Go-Live	*01/01/2022

PROPOSAL STATEMENT OF WORK

SCOPE OF WORK

- FIVE YEAR TERM
- ALL SKIDATA PARKING.LOGIC SOFTWARE OPERATING LICENSES FOR DEVICES, COMPONENTS AND FUNCTIONS
- HEAD END COMPONENTS INCLUDING SERVER REPLACEMENT AND MICROSOFT LICENSES
- LICENSE PLATE RECOGNITION SOFTWARE INCLUDED IF APPLICABLE
- MONITORING & CONTROL SOFTWARE FOR MANAGING ALL YOUR FACILITIES: INCLUDING SUPPORT FOR EMAIL NOTIFICATIONS, INTERCOM, CCTV, MOBILE CLIENT AND MULTI-FACILITY SUPPORT **(SWEB CONTROL)**
- E-COMMERCE & SALES MANAGEMENT FOR PAYMENT, TICKETING AND VALIDATION SOLUTIONS (SWEB MOBILE PAY AND VALIDATE)
- DISPLAY OF RELEVANT CONTENT AND TARGETED MARKETING MESSAGES DIRECTLY IN THE ENTRY LANE
- CENTRALLY MANAGED ANTI-VIRUS SERVICE FOR IT- SERVER
- YEARLY SEMI-AUTOMATIC UPGRADE TO THE NEXT MAJOR RELEASE
- REGULAR HOTFIXES AND SERVICE PACKS WITHIN THE SAME MAJOR RELEASE
- ANTI-VIRUS SOLUTION HOSTED AND MANAGED BY SKIDATA
- SUPPORT OF TOP-LEVEL PCI COMPLIANCE
- SUBSCRIPTION TO THE CUSTOMER PORTAL

This Proposal is subject to the Terms and Conditions attached to this Proposal and is effective on the last date of signature. If this Proposal is not signed within thirty calendar days from the date on the cover page, all pricing, service terms, project dates are subject to change and/or rescoping.

AGREED

SIGNATURE:	_____	SIGNATURE:	_____
PRINTED NAME:	_____	PRINTED NAME:	_____
TITLE:	_____	TITLE:	_____
ORGANIZATION:	_____	ORGANIZATION:	SKIDATA, INC
DATE SIGNED:	_____	DATE SIGNED:	_____

SOLUTION SUBSCRIPTION CONDITIONS

1. Subject Matter

These Solution Subscription Conditions (hereinafter referred to as the "Conditions") goverrn the use of SKIDATA's Solution by City of Aurora, IL with address at 44 East Downer Place, Aurora, IL 60505 **("Customer")**.

2. Definitions

For the purposes of these Conditions, the following terms shall have the meaning assigned to them under this section:

"Agreement": The entirety of the provisions governing the use of SKIDATA's Solution by Customer, including the Conditions and the Order Form and Factsheet incorporating the Conditions by reference.

"Customer": The (natural or legal) person having signed the Order Form.

"Expert Services": The expert services elements of the Solution as defined in Schedule 4: Expert Services Terms.

"Factsheet": The document provided by SKIDATA to Customer further detailing the Solution.

"Hardware": The hardware elements of the Solution.

"Hosted Services": The software elements of the Solution which are hosted by SKIDATA.

"Order Form": SKIDATA's order form agreed to by Customer, incorporating these Conditions by reference.

"SKIDATA": SKIDATA Inc, a company registered in United States of America whose corporate office is at 16600 Sherman Way, Suite 150 Van Nuys, California 91406. SKIDATA may also contract with Customer through a SKIDATA affiliated company in which case "SKIDATA" shall refer to such affiliated company.

"Solution": the combination of Software, Hardware, Hosted Services, Interfaces and Expert Services included in the per-lane license ordered by Customer from SKIDATA in the Order Form.

"Software": The software elements of the Solution which are hosted by customer on-premise or installed locally on the Hardware.

3. Term, Termination

3.1. Except where provided otherwise in the Order Form, the Agreement shall be entered into for period of five years after which it will be automatically renewed in one-year terms unless it is terminated by either party by giving at least 2 months' written notice to the other party before the end of the respective term.

3.2. In case of any material breach of the Agreement by a party, the other party is entitled to terminate the Agreement with immediate effect by means of a written declaration, provided that the breaching party was requested in writing to remedy the breach within a period of 30 days, whereby the breach of the Agreement must be specifically described, and provided that the breaching party fails to remedy such material breach. The non-payment of the license fee is considered a material breach of Agreement.

3.3. Any reimbursement of already paid license fees or any adjustment of due license fees in case of termination is excluded.

4. Payment

4.1. All invoices are due immediately upon receipt. Payments are to be made in US Dollars without any deductions. SKIDATA will only accept payment via ACH or other electronic payment method unless another method of payment is mutually agreed. Payment shall be deemed to have been made as soon as the amount has been credited to SKIDATA's bank account and SKIDATA can freely dispose of it.

4.2. Recurring payments are due in advance on the 5th day of the agreed invoicing period (e.g. month, quarter, year).

4.3. SKIDATA shall be entitled to charge default interest of 1% per month in the event of default of payment by Customer. In addition, Customer shall reimburse SKIDATA all costs of extrajudicial (e.g. dunning process) and judicial debt collection.

4.4. If SKIDATA withdraws from the Contract due to default in payment, it is entitled to claim or retain 5% of the agreed price as a contribution to expenses. SKIDATA reserves the right to assert further claims for damages.
4.5. SKIDATA is entitled to make reasonable annual adjustments to any recurring fees based on the development of consumer prices in the USA.
4.6. In case of non-payment, SKIDATA may withhold the Solution at its own discretion. Customer acknowledges that parts of the equipment not included in the Solution may stop functioning without the Solution.

5. Liability

5.1. SKIDATA shall only be liable for its own acts or omissions and not for acts or omissions of third parties. This exclusion expressly applies to acts or omissions of Scheme Owners and Acquirers or for events or activities originating outside the systems of SKIDATA (such as internet disturbances or malfunctions in third party systems), except in case such events were caused by the intent or gross negligence of SKIDATA.
5.2. The total liability of SKIDATA under the Agreement towards Customer for breach of contract, tort or under any other legal theory in any calendar year is limited to an amount equal to 10,000 USD. SKIDATA shall not be liable for any special, indirect, or consequential damages (including any loss of profit, business, contracts, revenues or anticipated savings, or damage to good name) as a result of breach of contract, tort or under any other legal theory.
5.3. Nothing of the foregoing excludes or limits any liability under the Agreement for intent, gross negligence, death, fraud or personal injury.
5.4. Except where such limitations would be prohibited, in no event shall SKIDATA Parties be liable for any indirect, special, punitive, exemplary, incidental and/or consequential damages of any kind (including, but not limited to, lost profits) whether based in contract, tort, strict liability or otherwise which arises out of or is any way connected with this Agreement.
5.5. SKIDATA shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

6. Confidentiality

6.1. Each party receiving information ("Recipient"), whether directly or indirectly, from the other party ("Disclosing Party") shall treat as confidential all such information in any medium or format (whether marked "confidential" or not) which concerns the business, operations, software or customers of the Disclosing Party and which can reasonably be deemed to be of a confidential nature ("Confidential Information"). The contents and existence of this Agreement is considered Confidential Information.
6.2. The Recipient may only use the Confidential Information for the purposes of performing the activities set out in this Agreement.
6.3. The Recipient may only provide its employees, directors, subcontractors and professional advisers (Permitted Users) with access to the Confidential Information on a strict "need-to-know" basis for this purpose.
6.4. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence. Where a Permitted User is not an employee or director of the Recipient (and is not under a professional duty to protect confidentiality) the Recipient shall ensure that the Permitted User shall enter into a written confidentiality undertaking with the Recipient on substantially equivalent terms to this clause.
6.5. The obligation of confidentiality as described in this clause shall remain in effect also following the termination of the Agreement, regardless of the grounds for termination.
6.6. This obligation of confidentiality shall not apply to any information which is in or subsequently enters the public domain other than as a result of a breach of this confidentiality obligation; has been or is subsequently received by the Recipient from a third party which is under no confidentiality obligation in respect of that information; or is required to be disclosed any competent regulatory authority or court – subject to the obligation of the Recipient to give immediate notice of such requirement to the Disclosing

Party (where lawful and practical to do so) – so that the Disclosing Party has sufficient opportunity(where possible) to prevent or control the manner of disclosure by appropriate legal means.

7. Schedules

7.1. The following schedules are incorporated herein by reference:

- Schedule 1: Software Terms
- Schedule 2: Hardware Terms
- Schedule 3: Hosted Services Terms
- Schedule 4: Interface Terms
- Schedule 5: Expert Services Terms

7.2. In case of any conflict of the provisions in the Agreement, the following order of precedence shall be observed:

a) Order Form
b) Factsheet
c) Schedules
d) Remainder of the Agreement

8. General Provisions

8.1. The laws of California apply with the exception of any and all reference of law provisions.

8.2. The courts at the seat of SKIDATA shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim arising out of or in connection with the Agreement, including any question regarding its existence, validity, formation or termination. However, SKIDATA is entitled to bring a claim against Customer before the court having subject matter and local jurisdiction at the seat of Customer.

8.3. Should any provision contained in the Agreement be or become ineffective or unlawful, this shall not affect the validity of the remaining provisions. The parties shall replace any ineffective or unlawful provision with an effective and lawful provision most closely reflecting the Parties' original economic intent.

8.4. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver of such party's right to assert or rely upon such provision, right, or remedy in that or any other instance.

8.5. This Agreement constitutes the entire agreement of the parties and supersedes any and all previous agreements between the parties regarding the subject matter of the Agreement.

8.6. The Agreement shall not be assigned by either party in whole or in part (by contract, merger, operation of law, or otherwise). Any attempted assignment in violation of this provision is void.

8.7. SKIDATA may revise the terms of the Agreement from time to time by giving at least 30 days' written notice to Customer. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer may terminate the Agreement by giving at least one month written notice to SKIDATA (such termination notice to be sent at the latest 60 days after Customer received notice of the change). Customer is not entitled to object to and shall not have the rights set out in this clause for any change which SKIDATA implements in order to comply with applicable law or regulations.

Schedule 1: Software Terms

These terms apply to Customer's use of the Software.

1. License

1.1. The Customer is granted a non-exclusive, non-transferable, non-sublicensable, right to use the Software limited to the term of the Agreement.

1.2. The Software may only be used in the scope of the contract and in connection with the contractually specified solution. All other use of the Software, in particular in connection with third-party products, requires the explicit consent of SKIDATA.

1.3. The license entitles the Customer to install, load and use the Software for its current business activities in the manner as described to SKIDATA. The Customer shall purchase a sufficient number of licenses corresponding to the number of entry and exit lanes. Software may only be used with compatible SKIDATA products and systems. Even if Software is made available to the Customer on a DVD or any other physical data carrier, SKIDATA shall remain the owner of the Software and all trademarks, copyrights, patents, trade secrets and other intellectual property rights relating thereto. The source code shall not be part of the Agreement.

1.4. Software by the Microsoft Corporation is additionally subject to compliance of the Customer with the applicable End User License Agreement (EULA) are provided to Customer by SKIDATA.

2. Responsibilities of the Customer

2.1. SKIDATA and persons authorized by SKIDATA shall be entitled to execute an audit by examining the systems, computers, books, records and accounting records of the Customer during normal business hours as far as they are connected to Software provided under the Agreement. If such audit discloses that the number of lanes exceeds the number of the licenses, the Customer shall promptly pay the license fee for all additional devices. Customer shall also pay the license fee for the use of the Software in the past. If the Customer cannot prove a beginning of actual use in the current contractual year, the license fee for a contractual year in the past as well as for the current contractual year shall be due.

2.2. To the extent the Customer is allowed to exchange Hardware, the Customer undertakes to fully and irretrievably remove Software from the exchanged equipment and provide evidence for such removal.

2.3. Without the written consent of SKIDATA the Customer must not himself or allow any third party to: (a) reverse engineer, decompile, disassemble or otherwise reduce the Software to any human perceivable form; (b) modify, adapt, translate or create derivative works based upon the Software, the written materials accompanying the Software, or any part thereof; (c) combine the Software with any kind of open-source-Software; (d) remove or manipulate copyright notices and other signs on the Software copies; (e) use or permit the Software to be used to perform services for third-parties; or (f) make or use any copies of the Software, even if the Software has been merged or included with other Software, or any accompanying materials for any purpose other than as provided in these Conditions. If the Customer creates a back-up copy in accordance with these Conditions, the Customer shall include all copyright notices and/or proprietary notices that are affixed to or appearing in the original copy.

2.4. The use of the Software may require third-party components and/or other system requirements in order to work properly. The corresponding requirements are described in the documentation for the respective product. These third-party components may be supplemented or modified by SKIDATA at its sole discretion. Generally, the Customer is responsible for obtaining, installing, maintaining and operating any third-party components. For third-party components additional agreements may apply, which shall be observed by the Customer. The use of third-party components is at the risk of the Customer. SKIDATA shall not be liable for damages or losses caused by third-party components. All costs and fees for third-party components shall be borne by the Customer in addition.

3. Maintenance, Updates and Upgrades

3.1. Software updates, service packs, hot fixes and patches (collectively, "**Updates**") may be provided to the Customer, as such are available to comply with the applicable laws, regulations and/or compatibility

requirements, including but not limited to security-related and operational standards developed by ISO or the PCI Security Standards Council LLC.

3.2. In addition, Software upgrades including new releases or versions of Software (collectively, "**Upgrades**") may be provided to the Customer, as such are available.

3.3. The Customer acknowledges and accepts that SKIDATA, using Software for automated Software download ("Digital Software Delivery" or "DSD"), may download Software for improving system quality from a central SKIDATA server to Customer's system via a secure connection and pre-install it locally. To complete the Software installation, the client has the choice to complete the installation automatically or manually.

3.4. The Customer acknowledges that, according to the respective release planning, older versions of Software may no longer be supported after the expiry of a certain period.

3.5. No provision of these Conditions obliges the Customer to install Updates or Upgrades but SKIDATA recommends their immediate installation. In case of non-installation of offered Updates or Upgrades, this could possibly endanger the security and operability of Software and related systems and even infringe third-party licenses or laws; all consequences of non-installation are at the sole risk of the Customer. Guaranty / warranty claims regarding systems related to the Software will automatically become void. The Customer acknowledges and agrees that SKIDATA shall never be liable for damages resulting from the non-installation of Updates and Upgrades.

3.6. The Customer acknowledges and accepts that SKIDATA uses Software ("Connected Asset Management" or "CAM") for the purpose of improving service quality, which collects system data – such as, but not limited to, topology, Hardware and Software version and serial numbers, status of the Software, time of installation – from the Customer.

3.7. Updates and Upgrades are included in the scope of the Agreement.

4. Warranty

4.1. Software is provided "as is". Any suitability for a purpose other than the one expressly agreed upon and a warranty which may be associated with it, is excluded.

4.2. The warranty applies solely to the fact that the Software has the functionalities and characteristics described in the product description provided that the system requirements are fulfilled. The warranty period shall be 6 months and shall commence upon the time of delivery.

4.3. It is technically impossible to produce Software that is absolutely free of any defect. The Customer knows and accepts this risk. Minor defects not impairing essential functions of the Software therefore do not have to be corrected under the warranty.

4.4. SKIDATA fulfils its warranty obligation within a reasonable period of time in its sole discretion either by rectification or a substitute delivery of the defective Software or by granting a price reduction, excluding thereby further and other claims. For warranty repairs at the Customer's premises, the Customer shall make available free of charge to SKIDATA resources and employees as required by SKIDATA.

4.5. Defects which are not within the responsibility of SKIDATA are excluded from warranty. This shall especially apply to defects from materials or Software provided by the Customer. The warranty shall lapse if the Customer or any third-party effects any changes to the Software that are not authorized by SKIDATA in writing. The Customer shall only be entitled to make warranty claims after full payment of the agreed price. In addition, any warranty shall be excluded in case of damage caused by third-party acts, atmospheric discharge, instable networks and chemical influences or force majeure.

5. Limitation of Liability

5.1. To the fullest extent permitted by law, the following applies: In the event that SKIDATA (a) breaches these Conditions; (b) breaches any warranty condition; (c) otherwise fails to perform in accordance with these Conditions; or (d) otherwise commits wrongdoing, whether directly or indirectly related to these Conditions, the sole liability of SKIDATA shall be limited to the amount of the license fee paid within the framework of the Agreement within the last contractual year. The Customer is obligated to mitigate damages that are under its direct or indirect control. Insofar as such limitation of liability is permitted by applicable law, SKIDATA shall in no event be liable for any indirect damages (including, but not limited to, lost profits).

5.2. 3rd Party Software: Licensing models for 3rd party software are subject to changes by 3rd party software manufacturers from time to time whereas the actual need for the appropriate number and type of licenses depend on the whole IT-environment, not only the SKIDATA system. Recommendations for 3rd party software which is not included in the Solution are by not binding to Customer. Customer accepts and confirms that SKIDATA excludes any liability or warranty regarding its recommendation for and the provision of such 3rd party licenses. Generally, Customer accepts and confirms that SKIDATA's liability in regards 3rd party software shall always be limited by the amount and/or action the respective software supplier has paid and/or provided to SKIDATA.

6. Termination

Upon termination of the Agreement, the Customer shall (a) immediately cease to use the Software; (b) irretrievably destroy or return to SKIDATA all copies of the Software, including all backup copies, in whatever form they exist; and (c) confirm towards SKIDATA within ten (10) days in writing that all copies have been returned or destroyed. After ending of the Agreement SKIDATA and persons authorized by SKIDATA shall be entitled to check compliance with this obligation during normal business hours.

Schedule 2: Hardware Terms

These terms apply to Customer's use of the Hardware.

1. Delivery and Term of Delivery

The dates for deliveries, services and commissioning, if any, are stipulated in the Order Form. SKIDATA shall be entitled to effect partial deliveries at an earlier date. In order to comply with the agreed upon dates the Customer must appoint a person responsible for the project and inform SKIDATA of such person's name and the planned project steps must be effected in accordance with the time schedule. Only then can the agreed dates be met.

2. Preconditions for Commissioning

The Customer shall, at its own risk and expense, make sure that any and all preconditions for commissioning and mounting of the purchased item are met to the extent such performance is not included in the subject matter of the Agreement. Such preconditions include but are not limited to: foundation works including mounting tools to be provided, pipe and cable works between the individual devices in accordance with the SKIDATA's specifications, set-up of power supply and mounting of the devices at the designated places, set-up and maintenance of power and voltage supply in accordance with applicable standards and of a broadband internet connection.

3. Commissioning

SKIDATA shall ensure that the subject matter of the Agreement is commissioned at the agreed date(s), provided that the Customer adheres to the dates for the fulfilment of the preconditions of commissioning and mounting and effects all agreed partial payments in full and in due time. Commissioning of the subject matter of the Agreement by SKIDATA on behalf of the Customer or in any case the putting into operation of the subject matter of the Agreement for the intended purpose by the Customer (commercial use) shall be deemed to be the factual and formal delivery / acceptance of SKIDATA's delivery and service. Immaterial defects do not entitle the Customer to refuse acceptance. SKIDATA's warranty obligations, if any, shall remain unaffected thereby.

4. Ownership, Changes to the Equipment

4.1. During the duration of this Agreement, and after its expiry, all equipment which may be delivered with the "SKIDATA Solution Subscription" remains in the property of SKIDATA. Customer shall ensure that this is clearly and demonstrably made visible and expressed towards third parties, in particular to authorities and courts. Customer is liable for any interference with SKIDATA's ownership position. Customer shall not be entitled to remove, conceal or otherwise identify any identifications which have been affixed to the equipment by SKIDATA and which indicate their ownership. In particular, Customer shall inform SKIDATA immediately of an imminent execution in the leased objects or the property on which it is located and forward the name and address of the creditor in charge, including essential documents, to SKIDATA. Customer bears all costs for the defense by SKIDATA and for the securing of its property.

4.2. Customer is not entitled to make changes to the equipment which are not agreed including any alteration of the location of the equipment. This includes, but is not limited to, changes in the substance of the equipment, the addition or removal of parts, or the modification of software. If Customer intends to make such a change, prior written consent of SKIDATA shall be obtained with detailed information on the planned changes.

4.3. If parts are fixed to the equipment, whether authorized or not, which afterwards cannot be removed without loss of value or altering the substance or without reasonable effort, such parts shall be transferred into SKIDATA's ownership upon fixation. Provided however, that this shall not apply in case such parts or the adding of such parts would cause SKIDATA to infringe third party's intellectual property.

5. Obligations of Customer

5.1. Customer is obligated to use the equipment only in accordance with its intended use and in accordance with appropriate maintenance, inspect it on a regular basis and undertake everything necessary for maintaining the proper and functional condition of the equipment.

5.2. Unless otherwise agreed in writing, Customer shall not be entitled to transfer the equipment to third parties, make it available to third parties, or otherwise provide the possibility of operating or altering the equipment. In particular, Customer is not permitted to sublet the equipment without the prior written consent from SKIDATA.

5.3. Customer shall ensure that the equipment is adequately protected against interference by third parties and other external influences.

6. Training

SKIDATA offers optional training for the operation, troubleshooting and maintenance of the equipment which may be ordered by Customer under a separate agreement.

7. Warranty

SKIDATA is obligated to maintain the agreed functionality of the Hardware during the term of the Agreement. SKIDATA does not warrant the Hardware being new or free from optical defects which do not materially impact functionality.

8. Third-party Products

To the extent the Customer wishes to obtain - in addition to SKIDATA's deliveries and services - compatible products or services and accessories made by other manufacturers and use them instead of the products or services originally proposed by SKIDATA, the Customer shall be solely responsible for checking and selecting such third party products. In such cases, SKIDATA does not assume any liability whatsoever, in particular no liability for defects in quality and/or the technical suitability of such products.

Schedule 3: Hosted Services Terms

These terms apply to Customer's use of the Hosted Services.

1. Scope of Services

1.1. Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the Hosted Services in connection with SKIDATA systems for Customer's business activities notified to SKIDATA at the time of conclusion of the Agreement.

1.2. The Hosted Services shall be made available to Customer exclusively via a network, the Internet.

1.3. SKIDATA reserves the right to change the Hosted Services unless this is unreasonable for Customer. SKIDATA will notify Customer thereof if necessary.

1.4. SKIDATA reserves the right to modify or replace in particular but not limited to the following components of the Hosted Services at its sole discretion and without notice to Customer: (i) system configurations, (ii) designs, (iii) routing configurations or rearrangements thereof, (iv) technical specifications and (v) the equipment used to provide the Hosted Services.

2. Responsibilities of Customer

2.1. Customer is obligated to establish and maintain the system requirements described in the Factsheet.

2.2. Customer undertakes to accept updates or upgrades to the Hosted Services.

2.3. Updates and upgrades may change the system requirements and it may be necessary to install the respective updates/upgrades, third-party components and additional or modified Hardware. Any resulting costs shall be borne by the Customer and are therefore not included in the usage fee. These Conditions do not oblige Customer to install updates or upgrades, but SKIDATA recommends their immediate installation. If updates or upgrades are not installed, Customer shall act at its own risk and may endanger the security and operability of the software and related systems and may violate third-party licenses, legal regulations or laws. Warranties/warranty claims relating to systems associated with the software may also become invalid as a result. SKIDATA shall not be liable for damages resulting from the non-installation of updates and upgrades.

2.4. Customer must always keep SKIDATA's system and Customer's computer infrastructure up to date.

2.5. Customer is not permitted to carry out the following without the written consent of SKIDATA or to permit a third party to do so: (i) back-developing, decompiling, disassembling or otherwise reducing SKIDATA software, computer systems, servers or other SKIDATA products into a humanly perceptible form, (ii) copying, publishing, transmitting and/or distributing the Hosted Services and related content, (iii) making copies of the Hosted Services software, object code or source code or parts thereof, (iv) modifying, adapting, translating or creating derivative works based on the Hosted Services or other SKIDATA products or services, (v) combining the Hosted Services or other SKIDATA products with open source software, (vi) providing access to other SKIDATA systems, programs, features or data beyond the rights granted by the Conditions, (vii) disclosing passwords provided to Customer to third parties.

2.6. The provision of the Hosted Services by SKIDATA and compliance with the agreed performance dates depend on the cooperation of Customer. Customer therefore undertakes to provide SKIDATA with all necessary support to provide the Hosted Services and to achieve the agreed availability. In particular, Customer shall cooperate with SKIDATA in testing, determining and verifying the system with respect to potential errors of the Hosted Services. Customer is obliged to reimburse SKIDATA for all costs arising from a breach of its duty to cooperate. SKIDATA shall not be liable for any delay if Customer is directly or indirectly responsible for such delay.

3. Service Level Agreement (SLA)

3.1. The following availability of the Hosted Services is agreed:

Availability	99.5% during the observation period

3.2. The observation period is one calendar month.

3.3. SKIDATA will use commercially reasonable efforts to achieve the agreed availability and to provide the Hosted Services in accordance with the standards of the hosting industry (the "Service Standards"). SKIDATA will also use commercially reasonable efforts, depending on the circumstances of the particular

case and on Customer's technical environment, to remedy interruptions, disruptions or errors that result in a failure to meet the Service Standards and/or the agreed availability (collectively referred to as "Interruption") and to make the Hosted Services available again.

3.4. A period during which the Hosted Services are unavailable due to an Interruption (a "Downtime") shall be calculated from the time SKIDATA becomes aware of an Interruption. In case of doubt, this is the time at which the Customer informs SKIDATA of the interruption. The Downtime ends when SKIDATA determines availability.

3.5. SKIDATA will monitor the performance indicators for the availability of the Hosted Services in its own system or in the system of the Service Provider in order to measure the availability of the Hosted Services. The basis for determining the achieved availability of the Hosted Services is solely SKIDATA's documentation and data. Upon request, SKIDATA will provide Customer with the latest report on the availability achieved.

3.6. SKIDATA's liability for failure to achieve the agreed availability is excluded if this is due directly or indirectly and at least in part to the following: (i) Force Majeure Event; a Force Majeure Event is a natural disaster, fire, flood, industrial action, war, terrorism, riot, civil disturbance, rebellion or revolution, Internet breakdown or similar events beyond the reasonable control of SKIDATA, (ii) acts or omissions of Customer or any third party attributable to Customer (an "Agent"), (iii) access lines, cables or equipment of Customer or its Agents, (iv) SKIDATA or third parties commissioned by SKIDATA are not permitted access to the access lines of the Hosted Services or SKIDATA equipment, (v) a configuration, routing event or technology that is not under SKIDATA's control, (vi) failure to comply with the configurations recommended by SKIDATA, (vii) default in payment by Customer, (viii) disruptions lasting less than 5 (five) minutes, (ix) modifications to the Hosted Services requested by Customer or its Agents, (x) failure to comply with the measures recommended by SKIDATA to achieve the agreed availability, and/or (xi) any law, regulation or industry standard which makes the provision of the Hosted Services to the extent of the agreed availability inappropriate, prohibited or unreasonable, or otherwise alters the character and underlying terms and conditions of the Hosted Services to such an extent that there would be a material change in the terms and conditions of the Hosted Services and its availability.

3.7. Access to the Hosted Services may be temporarily unavailable for reasons beyond SKIDATA's control, such as but not limited to connection problems, server and/or network downtime. Such limitation of access to the Hosted Services does not constitute a Downtime and does not affect the availability of the Hosted Services.

3.8. SKIDATA is entitled to carry out maintenance work, updates and upgrades at its own discretion. Customer agrees that the Hosted Services are temporarily unavailable as a result. Such limitation of access to the Hosted Services do not constitute a Downtime and therefore do not affect the availability of the der Hosted Services.

3.9. SKIDATA is not obliged to notify Customer of maintenance work, updates or upgrades to the Hosted Services. However, SKIDATA will use commercially reasonable efforts to give reasonable advance notice of maintenance, updates or upgrades and to keep the duration of maintenance periods as short as possible. Security relevant maintenance can be carried out at any time, even at short notice.

3.10. SKIDATA is entitled to block access to Customer's Data, delete Customer's Data and restrict or terminate reports, batch jobs and/or processes if (i) Customer's Data violates these Conditions, in particular if Customer is in default of payment, (ii) Customer uses excessive computer resources that affect the performance of the Hosted Services for other participants, or (iii) Customer's Data constitutes a security risk or could cause other serious damage. SKIDATA will use commercially reasonable efforts to inform Customer thereof.

4. Customer's Data

4.1. Data created or transmitted by Customer and stored on SKIDATA's servers or on the servers of the Service Provider ("Customer's Data") shall remain the property of Customer.

4.2. The use of the Hosted Services and of access data is the sole responsibility of Customer and is at its own risk.

4.3. SKIDATA will not generally monitor Customer's Data but reserves the right to check it from time to time at SKIDATA's own discretion.

4.4. SKIDATA will make backup copies of Customer's Data, the transaction history and other relevant information at SKIDATA's own discretion. However, SKIDATA is not obligated to do so and is therefore not liable for any loss of or damage to Customer's Data.
4.5. SKIDATA shall store for the storage period specified in the Factsheet. After expiry of the storage period stipulated in the Factsheet, SKIDATA is entitled to delete Customer's Data without consulting Customer. Storage of Customer's Data beyond this period requires a separate agreement between the Parties. Backup copies of Customer's Data serve exclusively to restore the Hosted Services and therefore not to extend the storage period stated in the Factsheet.
4.6. SKIDATA shall provide Customer with an annual data export of its customer, sales, access and invoice data in a .csv format free of charge upon request. The costs for data exports in excess of this shall be charged to Customer on a time and material basis.
4.7. The data center used by SKIDATA meets the security standards of ISO/IEC 27001.
4.8. SKIDATA shall use commercially reasonable and state-of-the-art security precautions to ensure the security, confidentiality and integrity of Customer's Data. Despite these efforts, SKIDATA cannot guarantee that the confidentiality of Customer's Data will be maintained in connection with communication via the Internet or another public network.
4.9. Customer shall indemnify SKIDATA against all claims asserted by third parties based on an infringement of their rights due to Customer's Data.
4.10. After termination of the Agreement, Customer may choose whether to have its customer, sales, access and invoice data (a) handed over in .csv format; (b) remain stored with SKIDATA for a reasonable fee or (c) be irrevocably deleted.

5. Warranty

5.1. SKIDATA warrants only the achievement of the agreed availability of the Hosted Services. Any other warranty, in particular for the design, functionality and usability of the Hosted Services and the suitability of the Hosted Services for a particular purpose, is excluded.

Schedule 4: Interface Terms

These terms apply to Customer's use of the Interface(s).

1. Definitions

For the purposes of these Interface Terms, the following terms shall have the meaning assigned to them under this section:

"Application": An application of Customer which is integrated through one or more Interface(s) and is made specifically for Customer's use.

"Application Developer": A third party developing an application exclusively for Customer which integrates through the Interface(s).

"Approved Integrator": A third party having entered into an agreement with SKIDATA which governs its integration through SKIDATA's Interface(s) and the sale or leasing of such integrated application to Customer.

"Interface": Each of SKIDATA's proprietary application programming interfaces, which are used by Customer to interface with SKIDATA's products and services, subject to the conditions of the Agreement.

2. License

2.1. Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable limited right to access, integrate and use the Interface(s) under the terms and for the duration of this Agreement, subject to the restrictions set out in this Agreement.

2.2. Customer acknowledges that SKIDATA's Interface(s), respectively its specifications, may expire and Customer agrees to implement new specifications in time, otherwise Customer accepts that its products may fail to work properly or even be damaged. Additionally, SKIDATA reserves the right to discontinue the Interface(s) upon giving notice to Customer. In its sole discretion, SKIDATA may or may not replace the Interface(s) by another interface.

2.3. Customer shall not allow third parties to use the Interface(s), whether directly nor indirectly, unless explicitly agreed by SKIDATA.

2.4. Notwithstanding the foregoing, Customer may freely use an Approved Integrator within the scope of such Approved Integrator's respective agreement with SKIDATA to provide Customer with an integrated application.

2.5. For the development of an Application, Customer may use an Application Developer sub. Such Application Developer shall have materially the same obligations toward SKIDATA as Customer has under this Agreement. To this end, SKIDATA shall be a third-party beneficiary in the agreement between Customer and Application Developer. Additionally, such Application Developer shall be obligated in the agreement between itself and Customer not to

2.6. Customer acknowledges and agrees that SKIDATA is entitled to terminate the use of all or only certain Interfaces with immediate effect upon justified reasons including, but not limited to, non-compliance by Customer with this section of the Agreement.

2.7. SKIDATA retains all rights, title and interest in the intellectual property embodied in or associated with the Interface(s).

2.8. There are no implied licenses under the Agreement, and any rights not expressly granted are reserved by SKDIATA. Except as licensed expressly herein, the Agreement does not transfer any intellectual property rights between the parties.

3. Termination

3.1. In case of any material breach of these Interface Terms by a Customer, SKIDATA may revoke Customer's license to use the Interface. In case the breach is curable, Customer shall be given a 30-day notice period to cure the breach. The non-payment of the license fee constitutes a material breach.

3.2. Any reimbursement of already paid license fees or any adjustment of due license fees in case of termination is excluded.

4. Warranty

Any Interface is provided "as is". SKIDATATA explicitly disclaims any representations or warranties, express or implied, regarding such Interface, including but not limited to any implied warranty of merchantability, fitness for a particular purpose or non-infringement.

5. Indemnification

Customer will defend, at its expense, and indemnify SKIDATA (and its affiliates, officers, directors, employees and agents), from and against any losses, costs or damages arising from any claims alleging or arising out of (i) patent, copyright, trade secret or trademark infringement resulting from or in connection with the use, manufacture, assembly or distribution of the Interface(s) by Customer, Customer's representatives, or distributors and its direct and indirect end users in any country; (ii) any combination by Customer, Customer's representatives, or distributors of the Interface(s) with one or more other applications, content, or processes which infringes the intellectual property rights of or has otherwise harmed a third party; (iii) Customer's or its end users' use of the Interface(s) in violation of the Agreement; (iv) gross negligence, reckless or intentional acts or omissions, or fraud by Customer, Customer representatives, distributors, or end users; (v) any representations or warranties agreed to by Customer under the Agreement; (vi) any unauthorized warranties or representations made by Customer, Customer's representatives, or distributors with regard to the Interface(s); and (vii) expenses or costs from a third party subpoena or compulsory legal order or process that seeks Customer-related information; provided that SKIDATA will: (a) promptly give written notice of the claim to Customer; (b) give Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases SKIDATA of all liability); and (c) provide to Customer, at Customer's cost, reasonable assistance.

Schedule 5: Expert Services Terms

These terms apply to the provision of the Expert Services by SKIDATA to Customer.

1. Scope of Services

1.1. These Expert Services Terms govern Customer's use of SKIDATA Expert Services as described in the Order Form and service description in the Factsheet.

1.2. SKIDATA renders the Expert Services for products ordered under the Order Form in the scope determined by the Customer and in accordance with these Expert Services Terms and other provisions contained in this Contract.

1.3. The Solution includes the Expert Services Modules Upgrade.Care, Maintenance.Care and Protect.Care. SKIDATA shall perform the Expert Services as described in the Agreement.

1.4. SKIDATA shall render the Expert Services covered by these Expert Services Terms only for the SKIDATA products stated in this Agreement and not for any third-party products, unless otherwise expressly agreed upon. If the Customer purchases other products from SKIDATA, such other products shall only be included in the Expert Services to the extent such inclusion is expressly agreed upon and included in the contract.

2. Place of Performance of Services

2.1. SKIDATA shall render the Expert Services as required and in accordance with these Expert Services Terms on site or remote.

2.2. Expert Services on site shall be rendered at the address stated in this Agreement (place of operation). In case of any changes of the place of operation without SKIDATA's express consent, SKIDATA shall be released from the performance obligation, however, the Customer's obligation to pay shall continue to exist.

2.3. In case of any change of the place of operation, SKIDATA reserves the right to adjust the service fee to a reasonable extent, taking into account, among other things, the new travel distances. Alternatively, SKIDATA shall be entitled to terminate the Expert Services under the Agreement with immediate effect.

3. Customer's Obligation to Cooperate

3.1. The Customer undertakes

1) to use its best efforts to support SKIDATA and fulfil the technical requirements necessary to enable SKIDATA to render the requested Expert Services; in particular by giving SKIDATA any necessary and requested information and enabling SKIDATA to access any networks, data bases, programs, devices and services by third parties to the extent they could be useful for the correction of errors;

2) to make available - to the extent necessary - employees who can be of assistance for the Expert Services or whom SKIDATA expressly requests. Such employees are to support SKIDATA accordingly;

3) to establish contact with third parties to the extent necessary for the rendering of the Expert Services or to the extent as expressly requested by SKIDATA and to affect the necessary communication or support SKIDATA in making the necessary communication;

4) to duly and regularly effect the data backups to the extent possible and designated; this obligation refers to a general data backup in the extent usual in the industry as well as to a specific backup of data located on computers or servers before the Expert Services are rendered, for example before updates are performed;

5) subject to these Expert Services Terms, to effect maintenance, service, and cleaning of the equipment including the exchange of spare parts, wear and tear parts, and mechanical components; such works are to be effected in accordance with the specifications given by SKIDATA as well as in accordance with training information, manuals, maintenance instructions or similar information, if any, on a regular basis as a precaution measure;

6) to establish and maintain at its own expense the system requirements necessary for the Expert Services and/or the required working environment. To the extent the Customer refuses to accept services rendered by SKIDATA for software or hardware, the Customer loses any warranty claims in relation to the respective SKIDATA products;

7) to provide keys for equipment, use of power grid, toilets and in general a safe working environment to SKIDATA.

3.2. These obligations to cooperate shall apply in addition to the Customer's obligations to cooperate to be fulfilled in connection with the individual services, if any.

4. Maintenance (Module "Maintenance.Care")

4.1. The module "Maintenance.Care" defines the scope of services and the interval of preventative performed maintenance.

4.2. General

1) SKIDATA shall perform maintenance as described in the document Factsheet in the quoted interval according to the agreed module "Maintenance.Care".

2) Customer acknowledges and agrees that Maintenance work shall only be carried out during SKIDATA's normal business hours ("Normal Business Hours"). Customer further acknowledges and agrees that Normal Business Hours do not include any holidays that are recognized by the Federal government and/or SKIDATA, and that SKIDATA's maintenance services will not be available at those times or any other days or times that are outside of the Normal Business Hours.

3) Customer acknowledges and agrees that basic in-house maintenance (also called Level 1 maintenance) can only be performed by Customer when Customer participates routinely SKIDATA trainings.

4) Spare and wear parts are not included in the maintenance fee, therefore accounting and treatment of required spare and wear parts for troubleshooting must be made according to the module "SpareParts.Care".

5) These maintenance conditions and the fees to be paid therefore do not include services rendered for troubleshooting purposes.

4.3. Hardware

1) Hardware maintenance is a preventive maintenance and includes the inspection, cleaning, and adjustment of hardware components as well as the execution of test runs necessary for proper operation.

2) SKIDATA shall render the services included in Hardware Maintenance exclusively for the equipment specified in this Contract and at the location stated in the Contract.

3) Hardware maintenance shall be effected as agreed in this Contract once or several times per year within the stated periods of time. The Customer and SKIDATA shall agree on the specific date for each hardware maintenance a reasonable period of time in advance, taking into consideration each party's legitimate interests.

4) The Customer shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon.

5) If the hardware inspection shows that parts of the hardware must be exchanged, especially wear and tear parts (such as rollers, pressure rollers, and drive belts), spare parts or other parts, such exchange shall be effected immediately by SKIDATA's employees to the extent such requirements could be foreseen and SKIDATA's employees brought such parts with them. Subject to and in consideration of any agreement concerning spare parts management (module "SpareParts.Care"), SKIDATA shall invoice the exchanged parts in accordance with the price list valid at the time.

6) In particular the following activities are not included in the scope of the preventive hardware maintenance:

a) remedy of errors and malfunctions caused by force majeure;
b) remedy of errors and malfunctions caused by any intervention by the Customer, its employees or any third party;
c) delivery and replacement of consumable products;
d) remedy of errors and malfunctions caused by the Customer's failure to fulfil its obligations, in particular its obligation to cooperate.

4.4. Software

1) Updates

a) Within the scope of Software Maintenance, the Customer shall receive from SKIDATA current updates for the SKIDATA software included in the scope of services to the

extent such updates are generated by SKIDATA. For the purposes of these provisions, updates means service packs within the same release (service packs) and shall include minor changes to existing software with the purpose of removing software bugs and making small improvements. Any and all updates provided to the Customer shall be subject to the same software and license conditions applicable to the original software in the respective current version.

b) The installation as well as any other services within the scope of Software Maintenance, if any, shall be rendered by employees of SKIDATA on site or remotely at SKIDATA's discretion. The Customer shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon. The Customer and SKIDATA shall agree on the specific date for the provision of services within the scope of Software Maintenance a reasonable period of time in advance, taking into consideration each party's legitimate interests.

c) Updates will be prepared by SKIDATA on the basis of legal or technical requirements and in its sole discretion. The Customer shall not be entitled to demand that SKIDATA prepares and publishes any updates. SKIDATA reserves the right to freely choose the contents and release time of updates.

d) SKIDATA reserves the right to determine in which environment the updates are to be used and to change the system requirements for updates including hardware and software requirements. As a general rule, changes to the system requirements and/or to the environment of the updates are necessary as an adjustment to advancing technological developments in order to keep the SKIDATA software up to date. The Customer shall be liable for the implementation of any system requirements which are necessary for the installation and use of updates. Should the Customer fail to fulfil these requirements, SKIDATA does not assume any warranty for the functionality of the software. The Customer take the responsibility to hold his system network virus free and secure.

e) As of the time of discontinuation of a certain SKIDATA-product, updates for such software shall no longer be prepared and published.

f) Software Maintenance can be carried out for the current and two preceding releases.

2) Software Configuration

Adjustments and changes on the basis of a list of changes to be submitted by the Customer in writing are made on the basis of an existing configuration of the programs covered by Software Maintenance at least once a year within the time periods stipulated in this Contract. This list of changes, stating in detail the desired changes and adjustments, must be submitted to SKIDATA a reasonable period of time before the date SKIDATA is to render its services. The extent of such changes and adjustments is in any case limited by the maximum number of working hours stated in the Offer. Changes and adjustments shall only cover existing configurations; the compilation of new configurations shall not be included.

5. Installation of Software and Hardware Upgrades (Module "Upgrade.Care")

5.1. The module "Upgrade.Care" defines SKIDATA's services in regard to the installation of upgrades to SKIDATA's software and hardware. For the purposes of these provisions, upgrade means the transition from one major release to the subsequent one. It usually contains some major new features as well as basic enhancements that extend the functionality of software or hardware. The details to the module "Upgrade.Care" are stipulated in the Factsheet.

5.2. To ensure proper operation of Customer's system, SKIDATA will review and test upgrades carefully prior to installation. After installation, SKIDATA will ensure that Customer's system is in good condition before it is put into operation.

5.3. Software upgrades are delivered or made available in electronic format. The module "Upgrade.Care" includes an upgrade only for those software functions and modules for which Customer has acquired a

software license. Upgrades are installed only at the sites and devices listed in the corresponding table in the Factsheet.

5.4. Upgrades may alter the system requirements and it may be necessary for Customer to install the relevant previous updates, upgrades, third-party components and/or additional or modified hardware. The products and services required for this are not included in the module "Upgrade.Care" and the respective costs shall be borne by the Customer.

5.5. Spare and wear parts required for the installation of an upgrade are not included in the module "Upgrade.Care". The settlement of the required spare and wear parts is based on the option selected in the module "SpareParts.Care".

5.6. As of the time of discontinuation of a certain SKIDATA product, SKIDATA is no longer obligated to provide upgrades to the respective product.

6. Anti-Virus and Security Check (Module "Protect.Care")

6.1. The module "Protect.Care" defines the support and usage of the Anti-Virus Software provided by McAfee ("Anti-Virus Software") and is described in the Factsheet.

6.2. End User License Agreement

The McAfee End User License Agreement (the "EULA") for the Anti-Virus Software is binding on the Customer. The Customer is therefore obliged to observe the EULA, which is changed from time to time by McAfee. The current EULA can be downloaded at https://www.mcafee.com/enterprise/en-us/about/legal/end-user-license-agreements.html.

6.3. Warranty

SKIDATA only warrants the Anti-Virus Software to the same extent that McAfee warrants. SKIDATA shall not be liable for errors or malfunctions of the Anti-Virus Software resulting from misuse, incorrect installation, mishandling, negligence or accident. SKIDATA does not warrant to the Customer that the Anti-Virus Software protects against all existing security threats (e.g. due to intentional third-party damage). Furthermore, SKIDATA does not guarantee that, despite the installation of the Anti-Virus Software, no functional errors can occur due to viruses, computer worms or other malicious code.

If the Customer detects malfunctions or errors of the Anti-Virus Software, he has to inform SKIDATA immediately in writing. Within the framework of the warranty, SKIDATA will make commercially reasonable efforts to correct or have corrected these errors and faults as quickly as possible. However, SKIDATA makes no guarantee that all malfunctions and errors will be remedied.

Use in a High-risk Environment

The Anti-Virus Software has not been designed for use in a high-risk environment. The use of the Anti-Virus Software in a high-risk environment is therefore at the Customers own risk. Furthermore, SKIDATA disclaims any warranty for use in a high-risk environment. The Customer waives against SKIDATA and McAfee any claims regarding the use of the anti-virus software in a high-risk environment.

6.4. Limitation of Liability

SKIDATA is only liable for the Anti-Virus Software insofar as McAfee is liable. SKIDATA shall in no event be liable for any indirect or consequential damages, loss of profit, loss of use, loss or damage of data or suspension of business activities, even if SKIDATA has been informed of the possibility of such damages. SKIDATA shall not be liable for statements or guarantees made by the Customer to third parties.

6.5. Data Protection

SKIDATA and McAfee are entitled to process and forward personal and technical data of the Customer, as far as this is necessary for the processing of the contract, for billing purposes and for the provision of the contractually agreed software functionalities, support and services as well as updates. SKIDATA and McAfee are entitled to forward such data to affiliates or third parties charged with processing of data from SKIDATA or McAfee, as far as this is necessary for the provision of services.

By using the Anti-Virus Software, the Customer explicitly agrees to the McAfee Privacy Policy. This can be downloaded at https://www.mcafee.com/en-us/consumer-support/policy/legal.html

6.6. Indemnification

If the Anti-Virus Software violates copyrights, trademark rights or patents of third parties, SKIDATA will make every reasonable effort to ensure that McAfee indemnifies the Customer against this. This shall,

however, only be conditional on the Customer having informed SKIDATA without undue delay about the violation of the rights of third parties.
The Customer undertakes to indemnify SKIDATA and/or McAfee from any claims of third parties which the Customer is responsible for.

6.7. End-of-Life Process and Supported Versions

The end-of-life process of the Anti-Virus Software is defined by McAfee. SKIDATA reserves the right to transmit these specifications to the Customer one-to-one and the Customer agrees to be bound by these specifications.

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

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # M.6

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

A. Granting of 2022 Licenses

1. 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	PREPARED BY
December 21, 2021	

AGENDA ITEM # N.1

To approve an appeal by La Tacoyota LLC regarding the denial of the Mobile Food License.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. application
2. appeal letter
3. Denial Memo 11 22 21 ContrerasQuintan

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

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # N.2

To deny an appeal by Kara Mason for a denial of her Operator's License.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-11-22 Kara Mason OL Appeal Paperwork
2. 2021-12-13 Kara Mason Appeal Email
3. Denial Memo 11 22 21 Mason

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

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # N.3

To approve an action on General Ordinance No. 31-21, amending General Ordinance No. 42-20, relating to Temporary Expansion of Licensed Premises.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. DRAFT GO 31-21 Amend GO 42-20 Sunset Provision - Temp Expansion

GENERAL ORDINANCE NO. 31-21

AN ORDINANCE AMENDING
GENERAL ORDINANCE NO. 42-20
RELATING TO TEMPORARY EXPANSION OF PREMISES

SECTION 1. Section 2 of General Ordinance No. 42-20 is hereby amended as follows:

> Section 2. Sunset Provision. This ordinance is hereby repealed effective ~~December 31, 2021~~ **December 31, 2022**.

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

ljm

12/21/2020

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

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # N.4

To approve the drafting of a resolution in support of Afghan refugees (District 1, Ald. Barb Dorff) for the January 2022 Protection and Policy meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-12-07 Dist 1 to P and P

Alders' Petitions and Communications

Name: Barbara Dorff

Committee Name: Protection and Policy Committee

Today's Date: 12/07/2021

Text of Communication:

To ask that Protection and Policy discuss drafting a resolution of support from City Council for our Afghan Refugees and to determine if there are additional ways, we can support our new popoulation.

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	PREPARED BY
December 21, 2021	

AGENDA ITEM # N.5

To approve reexamining and amending the penalty maximums of the listed offenses to $250, and to $150 for Possession of Marijuana, held from the July 26, 2021 Protection and Policy meeting (District 4, Ald. Bill Galvin).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo - review of offense penalties

City of Green Bay Law Department
100 North Jefferson Street • Room 200
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3080
Fax 920.448.3081

MEMORANDUM

TO: Protection and Policy Committee

FROM: Law Department

DATE: December 9, 2021

RE: Review of Penalties for Chapter 26 Violations

I. During the July 26, 2021 Protection and Policy meeting, Ald. Galvin brought forward concerns regarding civil forfeiture penalties following marijuana-related offenses.

II. Rather than focusing on a single ordinance, the Law Department has reviewed all of the offenses included in Chapter 26 of the City of Green Bay Municipal Code. This review was conducted in order to identify violations in which the penalties section creates penalties that are potentially inconsistent or inequitable when comparing the severity of the offenses.

III. The following list of offenses have been identified to review penalties, as the current maximum penalties would be disproportionate to the penalties of other offenses.

a. §26-3(9) Wis. Stats. § 175.25, Illegal Storage of Junked Vehicles
- Current maximum penalty is $500 forfeiture ($691 inclusive of costs)
- Statutory penalties include fine of $10-$50 per day

b. §26-3(15) Wis. Stat. § 287.81 Littering
- Current maximum penalty is $500 forfeiture ($691 inclusive of costs)
- Statutory penalty provides for a $500 maximum penalty unless littered item is a "large item" such as an appliance, furniture, tires, a vehicle, a boat, an aircraft, building materials, or demolition waste

c. §26-3(34) Wis. Stat. § 943.13 Trespass to Land
- Current maximum penalty is $500 forfeiture ($691 inclusive of costs)
- The current default forfeiture amount is at $100 ($187 inclusive of costs)
- Trespass to Dwelling is a separate offense with higher penalties

d. §26-3(64) Wis. Stats § 947.01 Disorderly Conduct
- Current maximum penalty is $1000 forfeiture ($1321 inclusive of costs)
- Typically used for low severity disturbances

e. §26-4 Prowling
    - Current maximum penalty is $500 forfeiture ($691 inclusive of costs)
    - Any other observed bad behavior could be cited independently

f. §26-5 Loitering
    - Current maximum penalty is $500 forfeiture ($691 inclusive of costs)
    - Similar rationale as Trespass to Land for prompting review

g. §26-12 Animal Trespassing
    - Current maximum penalty is $500 forfeiture ($691 inclusive of costs)
    - The current default forfeiture amount is at $100 ($187 inclusive of costs)

h. §26-19(b) Specific Penalties – Possession of Marijuana
    - Current maximum penalty is $500 forfeiture ($691 inclusive of costs)
    - Currently, the default forfeiture amount is $350 ($502 inclusive of costs)
    - Survey of other NE Wisconsin municipalities revealed the following penalties:
        - Fond du Lac currently $439 inclusive of costs for adults, $187 for juveniles ages 14-16, and $90 for juveniles age 12-13
        - Neenah currently $187 inclusive of costs
        - Appleton currently at 1st - $389.50, 2nd $452.50 3rd $515.50 inclusive of costs
        - De Pere currently at 1st $439, 2nd $565, 3rd $754 inclusive of costs

IV. Law Department's recommendation would be to reduce the maximum forfeiture for Storage of Junked Automobiles under §16-3(9) to match the statutory penalties of no less than $10 per day ($73.60 inclusive of costs) and no more than $50 per day ($124 inclusive of costs), with each separate day considered a separate violation. City penalties should be consistent with, and not exceed, those specified by state statutes. Law Department's recommendation would be to reduce the maximum forfeiture of each of the remaining offenses listed above to $250 ($376 inclusive of costs).

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

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # N.6

To support the formation of a gun violence task force to support our neighborhood response team with individuals appointed by the police chief to address all reasons for the recent surge of gun shots fired (District 9, Ald. Brian Johnson).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-12-10 Dist 9 to P and P

Alders' Petitions and Communications

Name: Brian Johnson

Committee Name: Protection and Policy Committee

Today's Date: 12/07/2021

Text of Communication:

For consideration and possible action on the creation of a gun violence task force to address all reasons for the recent surge of gun shots fired.

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	PREPARED BY
December 21, 2021	

AGENDA ITEM # N.7

To receive and place on file the Temporary Extension of Licensed Premises program to December 2022 (District 9, Ald. Brian Johnson).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-12-10 Dist 9 to P and P--2

Alders' Petitions and Communications

Name: Brian Johnson

Committee Name: Protection and Policy Committee

Today's Date: 12/10/2021

Text of Communication:

For consideration and possible action on the extension of the temporary licensed premise expansion provision through December 2022.

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	PREPARED BY
December 21, 2021	

AGENDA ITEM # N.8

To receive and place on file the Liquor Violation Report for December 13, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report December 13 2021
2. 21LiqVio
3. 20LiqVio

CITY OF GREEN BAY
POLICE DEPARTMENT

TO: **PROTECTION AND POLICY COMMITTEE**

FROM: **COMMUNITY POLICING**

DATE: **December 13, 2021**

From November 22, 2021, to December 13, 2021, there have been 2 liquor violations, 3 ordinance violations, no DA referrals, no written warnings and no property referrals.

On December 2, 2021, it was learned that Club 920, 1583 Main Street, had been open for approximately 1 ½ months and the owner, Conrado (NMI) Lopez-Mendez, did not have a license to serve alcohol. The owner of Club 920, Conrado (NMI) Lopez-Mendez, was cited for 2 counts of Sale of Alcohol without a License.

On November 21, 2021, officers responded to XS Bar, 1100 Main Street, for a disturbance. Three bouncers, Dakota Dickinson; Jacob Harrison; Randall Karlin, Jr., were cited for Disorderly Conduct, for their actions in the disturbance.

Sincerely,

LT. STEVE MAHONEY & LT. NATE ALLEN
DISTRICT POLICING

sp

2021 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Jonathon R. Maus 21-211525 W2021-706-018	TNT Sports Bar & Grill 2511 W. Mason St.	3/8/21 Disorderly Conduct	Issued Written Warning
Troy M. Piontek 21-211525 W2021-706-020	TNT Sports Bar & Grill 2511 W. Mason St.	3/8/21 Disorderly Conduct	Issued Written Warning
Conrado (NMI) Lopez-Mendez 2126881555701	Club 920 1583 Main St.	11/6/21 Sale of Alcohol without a License	Court Date: 1/20/22
Conrado (NMI) Lopez-Mendez 2126882155701	Club 920 1583 Main St.	11/27/21 Sale of Alcohol without a License	Court Date: 1/20/22
Dakota A. D. Dickinson 2126643270201	XS Bar 1106 Main St.	11/23/21 Disorderly Conduct	Court Date: 1/11/22
Jacob W. Harrison 2126643252604	XS Bar 1106 Main St.	11/23/21 Disorderly Conduct	Court Date: 1/11/22
Randall J. Karlin, Jr. 2126643252605	XS Bar 1106 Main St.	11/23/21 Disorderly Conduct	Court Date: 1/11/22

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; Guilty due to No Contest Plea
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; Guilty due to No Contest Plea
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 2020665159402	**Black Saddle Bar 201 N. Washington St.**	**7/18/20 Allowing Underage to Enter a Licensed Premises**	**Court Date: 9/2/20; Guilty, $376**
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. Micolichek 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
December 21, 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

Berger, Robert R
Brown, Travis D
Cartwright, Faylea R
Ciha, Jeremy J
Dufek, Scott J
Duval, Angel M
Ferrara, Isabella L
Gilliam, Mary D
King, Mark R.
Mc Dermid, Tracy L
Pandey, Roshan
Peguero, Melissa M
Phillips, Tavara J
Rentmeester, Sarah J
Shea, Casey A
Sickler, Samantha K
Tremblay, Thomas R
Van Ess, Brook A.
Waller, Jenny L
Weycker, Leah M
Zelzer, Jill A

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
December 21, 2021	Paul Neumeyer, Staff

AGENDA ITEM # P.1

To hold over the request to authorize a Conditional Use Permit (CUP) for a two-family dwelling in a Low Density Residential (R1) District at 341 Alpine Drive to a future Plan Commission. (Public Hearing held 12/13/2021)

BACKGROUND

Primary Address: 341 Alpine Drive

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

Reason for Request: To allow for the construction of a two-family dwelling.

Surrounding Zoning and Land Uses:
SUBJECT: Low Density Residential (R1) - Vacant

NORTH: Low Density Residential (R1) - Single family dwellings

SOUTH: Low Density Residential (R1) - Single-family dwellings

EAST: Low Density Residential (R1) - Single-family dwellings

WEST: Low Density Residential (R1) - Vacant -landfill

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

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

Report: The subject property is located north of Newberry Avenue along the east side of Alpine Drive. Approval of the request would allow for the construction of a two-family dwelling. The site contains a total of 0.25 acres or 11,050 sq. ft. The Zoning Code does require a minimum lot size of 12, 000 sq. ft. The existing lot of record is approximately 900 sq. ft. less, but does not diminish the use of the site as a two-family dwelling. A copy of the floorplan, building façade elevations and site plan are attached within this agenda packet. The proposed two-story structure will have adjoining garages in the middle of the structure with one driveway to Alpine Drive.

In the review of the Conditional Use Permit (CUP), the Zoning Ordinance, Section 44-83(e) establishes seven standards for the Plan Commission to consider when reviewing a CUP:

1. *The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger*

the public health, safety, or general welfare.

2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
3. *The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.*
4. *Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
5. *Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.*
6. *The conditional use shall have adequate parking facilities as specified in subchapter 13-1700.*

Planning staff feels approval of this request meets the standards above and is compatible with surrounding land uses as an appropriate infill within a neighborhood that does not contain two-family dwellings. Ald. Veronica Corpus-Dax and adjacent property owners have been notified of the request. As of the drafting of this report, staff had received four objections to the request, correspondence is attached within this agenda.

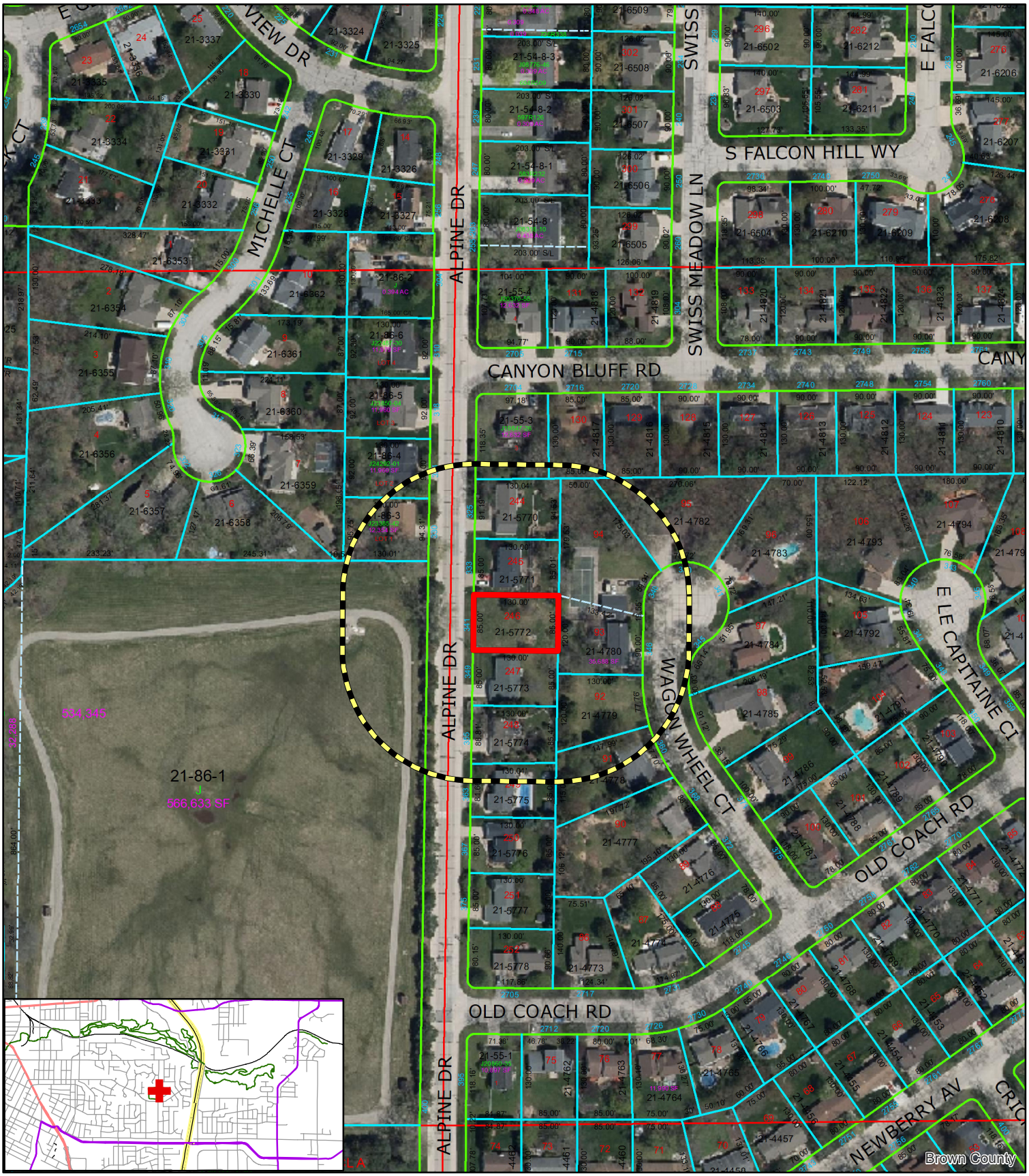
RECOMMENDATION

Approval of the request, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

FISCAL IMPACT

ATTACHMENTS

1. ZP 21-06 letter
2. Building Elevations
3. Floor Plan
4. Floor Pan 2
5. Site Plan
6. Conditional Use Permit - Alpine Drive
7. zoning
8. Response to Public Hearing for CUP at 341 Alpine Drive
9. Two Family Dwelling 341 Alpine Drive
10. Zoning Petition (ZP 21-06)



Zoning Petition (ZP 21-06)
Proposed Conditional Use Permit (CUP)
341 Alpine Drive

Subject Area

200' Property Owner Notice

N

0 5,000 10,000 Feet

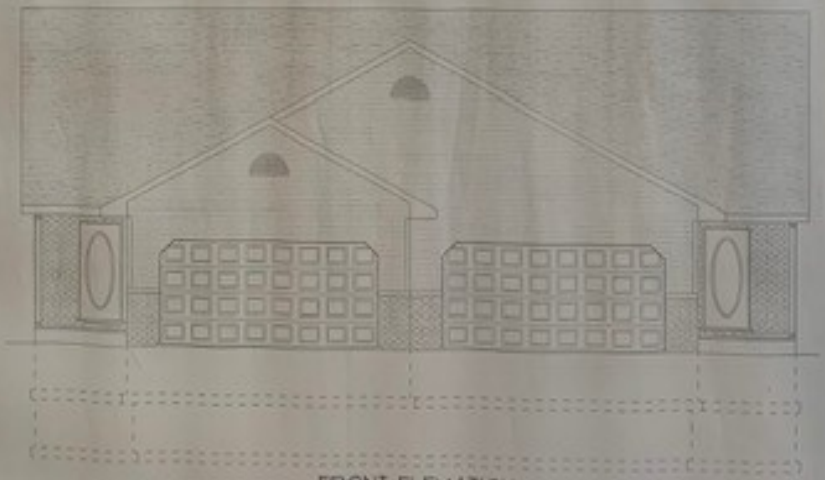
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by PN

REAR ELEVATION

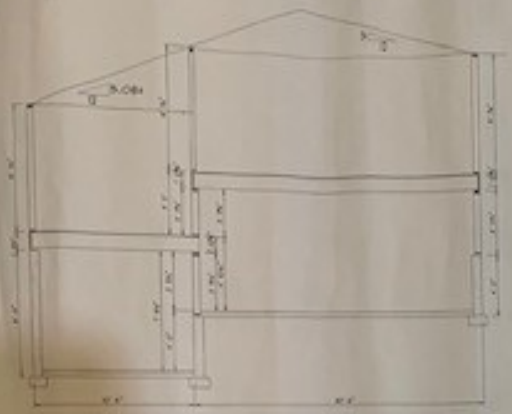
LEFT ELEVATION

NOTES:
- HOUSE TO HAVE A 4/12 ROOF PITCH
- 0" GABLE RAKES (TYPICAL)
- 24" OVERHANGS (TYPICAL)
- 1" ENERGY HEEL TRUSSES

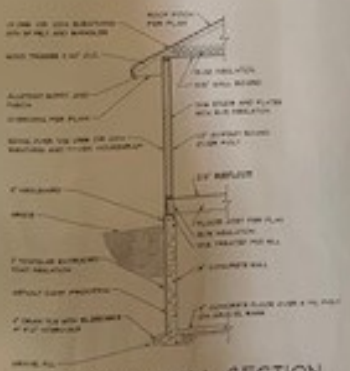
RIGHT ELEVATION



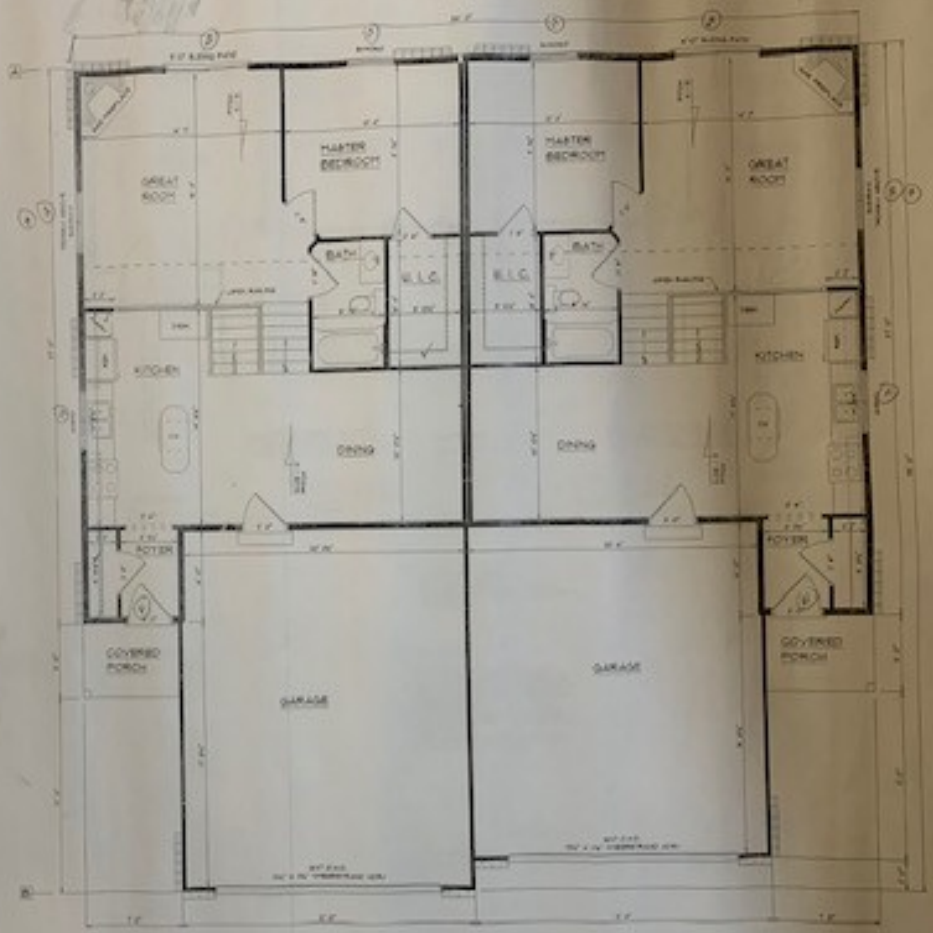
FRONT ELEVATION



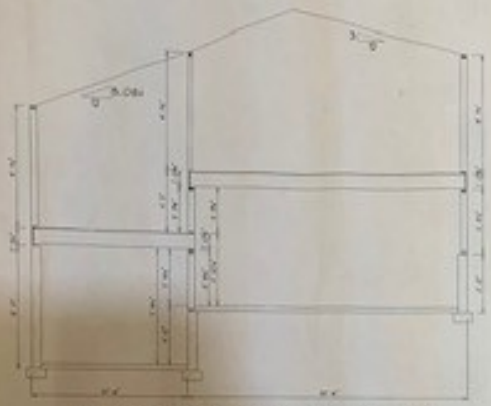
FLOOR DECK/INTERIOR CEILING DETAIL



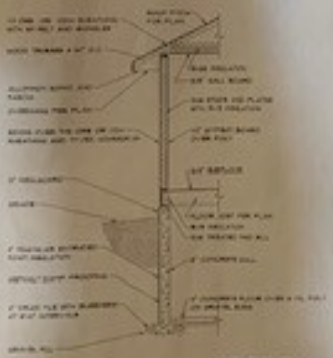
TYPICAL WALL SECTION



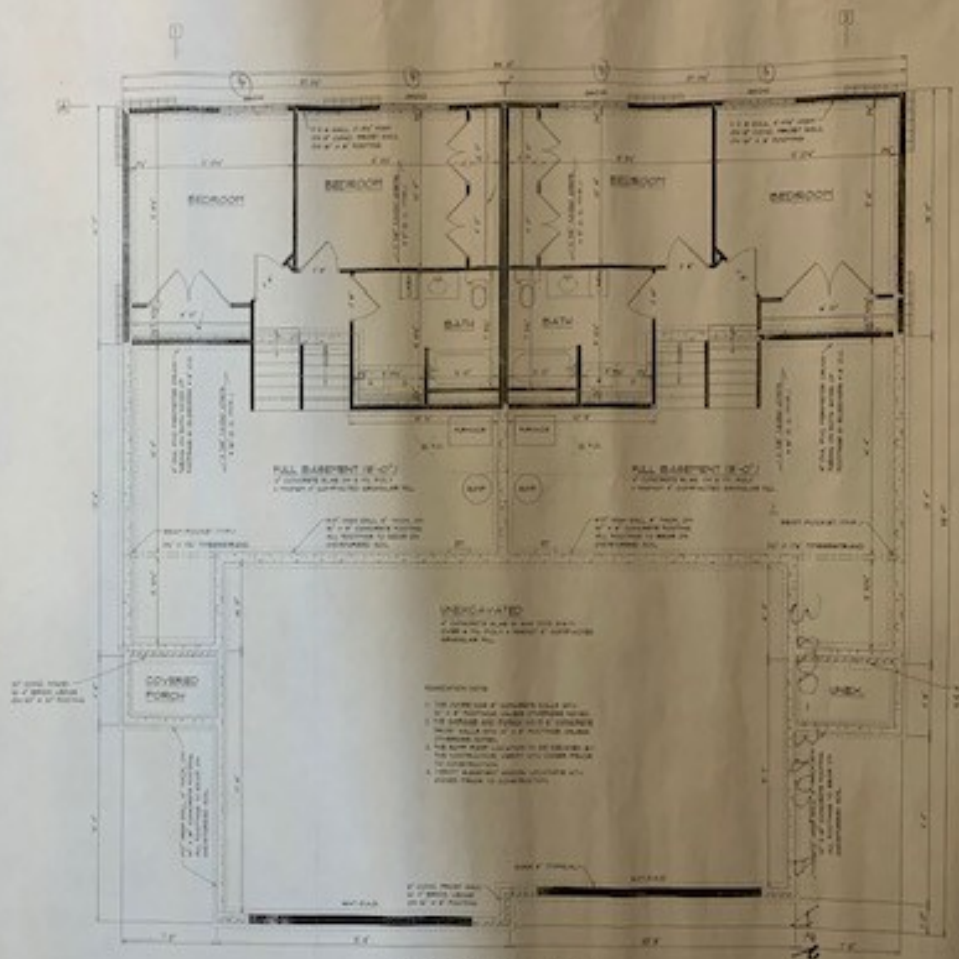
FLOOR PLAN



FLOOR DECK/INTERIOR CEILING DETAIL



TYPICAL WALL SECTION



FOUNDATION PLAN

ZONING INFORMATION

ZONE: R-1

BUILDING SETBACK INFORMATION:

FRONT - 15' (WHERE AT LEAST 50 PERCENT OF THE FRONT FOOTAGE OF ANY BLOCK IS BUILT UP WITH PRINCIPAL STRUCTURES, THE FRONT YARD SETBACK FOR NEW STRUCTURES SHALL BE EQUAL TO THE AVERAGE OF THE EXISTING STRUCTURES, EXCEPT THAT ANY STRUCTURE WHICH IS SET BACK 20 PERCENT MORE OR LESS THAN THE AVERAGE MAY BE DISCOUNTED FROM THE FORMULA.)

SIDE - 6' (1 STORY) / 8' (1 ½ STORY OR GREATER)

REAR - 25'

DISCLAIMER:
THIS SITE PLAN DOES NOT REPRESENT A SURVEY OF THE PROPERTY. IT IS STRICTLY FOR VISUAL PURPOSES ONLY.

File: R:\6200\6268\6862002\dwg\site plan.dwg
Plot Date: Dec 02, 2021 - 1:31pm
LAYOUT: 24X36

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION

DRAWN TEH
CHECKED
DESIGNED

LOT 246 - EDISON PARK THIRD ADDITION
TOM BERCEAU CONSTRUCTION
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

SITE PLAN - 341 ALPINE DRIVE

DATE 12/2021
FILE SITE PLAN
JOB NO. 6268002

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releeinc.com

SHEET NO. 1

From:	Rick Katz
To:	Paul Neumeyer
Cc:	District Two
Subject:	Conditional Use Permit - Alpine Drive
Date:	Wednesday, December 8, 2021 10:25:19 AM
Attachments:	zoning.pdf

Attached is our response to the Conditional Use Permit request at 341 Alpine Drive.

Thank you,

Rick and Kari Katz

Rick Katz Food Safety Specialist |Commercial Food Sanitation
M + 1 920 224-3523 | www.commercialfoodsanitation.com

Mr. and Mrs. R Katz
2716 Canyon Bluff Road
Green Bay, WI 54302

December 8, 2021

Mr. Paul Neumeyer
Zoning Administrator
Community Economic Development Department
100 North Jefferson St
Green Bay, WI 54301

Dear Mr. Neumeyer:

This is a response to your December 2 letter re: proposed Conditional Use Permit submitted by Tom Berceau Construction. We appreciate the opportunity to review this proposal and communicate our objections.

The lot on a busy street (Alpine Drive) is very close to Edison Middle school, not ideal for a two-family dwelling. Traffic will be impacted by additional vehicles backing into Alpine Drive creating disruptions to existing traffic flows, particularly before, after and during school hours, adding to bottlenecks and endangering vehicles when residents pull out into the road. This will also affect traffic pulling in and out of Canyon Bluff Road creating an additional safety concern due to limited visibility.

With no sidewalks, children walking to school and other pedestrians must walk on the road. The daytime parking prohibition ends at Newberry. Walkers going up the hill must enter the oncoming traffic lane to get around parked cars and there is no time for visibility of oncoming traffic. Drivers, likewise, have no time to see pedestrians as they crest the hill. It is likely that a dual family residence will result in more street parking as room for sufficient driveway space for 2 sets of residents and their guests is limited by lot size, thus compounding this safety scenario.

There are many children walking to and from Edison school as well as neighborhood walkers and runners in the area. Additional traffic in and out of this residence and street parking on Alpine Drive will have a detrimental impact to their safety.

This is primarily a single residence neighborhood. The addition of a dual residence home will impact valuations of existing properties. This will likely be rental property and increase the potential for an established neighborhood to more transient which is inconsistent, and not fair to existing homeowners in the area.

We urge you to not approve the request of a Conditional Use Permit at 341 Alpine Drive and know our feelings are shared by many others in the neighborhood that may not have the opportunity to respond.

Thank you for sharing this feedback on our behalf with the plan commission.

Sincerely,

Mr. and Mrs. Richard Katz

cc. Veronica Corpus-Dax

From: bridget stillman
To: Paul Neumeyer
Subject: Response to Public Hearing for CUP at 341 Alpine Drive
Date: Wednesday, December 8, 2021 11:25:36 AM

>
> Good day Mr. Neumeyer,

> I am writing to you today in regard to the application submitted by Tom Berceau Construction requesting a conditional use permit for a two family dwelling at 341 Alpine Dr.
> I am a property owner in the neighborhood and have concern over the request for this application. My husband and I have lived in this neighborhood for past 18 years. This is a low density residential district with primarily single-family homes in the neighborhood, this was one of the appealing factors to us when deciding to purchase our home here.
> I have several concerns regarding the construction of a two family dwelling in the neighborhood. I feel that this construction would disrupt the characteristic of the neighborhood. I think in order to maintain the integrity of the neighborhood the construction of a single-family home would be more appealing. Neighborhoods with a higher number of rental properties can have a negative impact on the property value of single-family homes in that area. This can be especially true depending on the value of the rental property being constructed. I am curious as to their building plans for this construction. For instance, do they plan to put in a two car garage and driveway for each unit? That would take up most of the front yard which is not very pleasing aesthetically. If they plan to only put in a single car garage or no garage that would mean excess cars/trailers/etc. in the driveway which is also not very appealing.
> A number of studies have also shown that rental properties are not as well-maintained as owner occupied homes. Renters also tend to be less connected to the community or the neighborhood and have less personal investment in a home that they do not plan on staying in long term.
> We have raised our family here, we are invested in the community, and we have become emerged in the neighborhood over the past 18 years and I ask that you help maintain the characteristic and appealing nature of our neighborhood and decline the application for a two family dwelling.
> Sincerely,
> Bridget Stillman
>
> Sent from my iPhone

From: Rita Holdredge
To: Paul Neumeyer; District Two
Subject: Two Family Dwelling 341 Alpine Drive
Date: Thursday, December 9, 2021 9:12:00 AM

Dear Mr. Neumeyer and Alderwoman Corpus-Dax

A neighbor shared the letter they received regarding the application to build a duplex at 341 Alpine Drive. I would like to let you know that as a resident of that neighborhood I am against a duplex being built on that lot for the following reasons:

- With this small lot, there would not be room for 2 driveways meaning cars would need to park on the street.
- The students walking to and from Edison would need to walk more distance, further into the street at busy traffic times
- There are a lot of walkers in our neighborhood and adjacent neighborhoods and having more cars out on the street would be a safety hazard for them also.

I hope the commission sees how it would make no sense to cram a duplex onto this small lot and disrupt much of the reason people choose to live in this neighborhood.

Thank you

Rita Holdredge

Sent from Mail for Windows

From:	Karen Janke
To:	Paul Neumeyer
Cc:	District Two
Subject:	Zoning Petition (ZP 21-06)
Date:	Thursday, December 9, 2021 3:03:29 PM

Dear Paul Neumeyer;

We appreciate being informed about an upcoming petition to rezone property at 341 Alpine Drive, 2 Doors north of our property.
We are **adamantly** against this proposal. It would be detrimental to the value of our, and our neighbors properties. We work hard to keep the value and aesthetics or curb appeal of our properties. We have minimal driveway parking in this area of Alpine Drive and take pride of ownership all along the block. Having a small lot (#246) with a duplex would mean more people/more cars and possibly an unkempt yard and lot by absentee owners.

When lots #247 and #246 were sold a few years ago by Dr. Henry Rahr and his wife Mary, they assured us that they would only sell to someone who would build single-family homes. Lot #247 does have a single-family home now and we couldn't be happier. Now the new owner of lot #246, Tom Berceau wants to put up a duplex or 2-family home on a block where there are NONE.

According to area realtors, it used to be a positive to live near a good school like Edison Middle School, one of the reasons we chose the lot we live on, #248. Now realtors say that it's a detriment because of all the issues schools encounter that can spill over into the neighborhood. We do not need another detriment of a multi-family home on our block. Will our taxes go down if you agree to this conditional zoning proposal? I would hope so since the home/lot value would most certainly go down.

In conclusion, We strongly DO NOT agree with changing the zoning. There are only negatives for the current home owners/residents/tax payers along this block of Alpine Drive.

Thank you for this opportunity to express our concerns and disagreement with any zoning changes.

Sincerely,

Karen and Tony Janke
355 Alpine Drive
920-819-2008

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
December 21, 2021	David Buck, Staff

AGENDA ITEM # P.2

To amend ZO 15-18 (Rail Yard PUD) allowing first floor residential uses within the Rail Yard Development Area "A" located at 419 Donald Driver Way/406 North Broadway. (Public Hearing held 12/13/2021)

BACKGROUND

Primary Address: Rail Yard District

Alderman / District: Randy Scannel / District 7

Reason for Request: To allow the development of the subject property for multiple-family use rather than mixed-use with nonresidential uses on the ground floor.

Surrounding Zoning and Land Uses:
Subject Properties: Planned Unit Development (PUD) - Undeveloped
North: Planned Unit Development (PUD) - Commercial and Undeveloped
South (across Kellogg): Planned Unit Development (PUD) - Retail, Entertainment & Service
East: Planned Unit Development (PUD) - Multi-Family Residential
West (across Broadway): Downtown 1 (D1) - Commercial & Low-Medium Residential

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as Downtown, which "promotes high-intensity office, retail, housing, entertainment and public uses preferably in a mixed use environment with strong pedestrian orientations". Additionally, the AuthentiCity Downtown Plan designates the site as the Larsen Green Catalyst, appropriate for multiple-family, townhomes, commercial and mixed uses.

Analysis: In 2008, a Planned Unit Development was adopted (ZO 4-08) for the 21 acre area formerly known as the Larsen Canning Site located roughly between Dousman Street on the south, Mather Street on the north, North Broadway on the west and the Wisconsin Central Railroad tracks on the east. In 2013, the PUD was amended (ZO 11-13) for the redevelopment of the southernmost 4 acres that included rehabilitation of most of the existing buildings south of Kellogg Street extended. Ultimately, these efforts established a very active commercial center. The northern 17 acres of the former Larsen Canning Site north of Kellogg Street was included in a comprehensive amendment of the PUD in 2018, called the Rail yard (ZO 15-18) providing regulatory guidelines to assist with the marketing and accelerated development of the Rail Yard while helping to safeguard the long-term quality within the development area and promote a mixed-use pedestrian-orientated urban environment.

The second project to be proposed following the 2018 PUD amendment was a five-story 225 market rate unit mixed-use building with commercial spaces along the first/ground floor of the Broadway frontage, resident service uses (community room, coworking space, gym, etc.) along the first/ground floor of the Kellogg Street frontage, and apartment units with individual street entrances along the first/ground floor of the Donald Driver Way frontage. Construction began in 2020, with site preparation, installation of foundations and stairwell shafts, but stalled shortly thereafter. Staff had been informed that the interruption

in construction was based on circumstances related to the pandemic as well as a substantial change in their financing that was being addressed primarily through application of WHEDA tax credits, which required changes to the design and make-up of the project. The change in make-up has augmented the project parameters requiring this request for an amendment to the PUD.

The Rail Yard PUD was developed to emphasize and require, among other principles, active non-residential first/ground floor uses that would "activate" the public realm (street), recreate the right of way grid with the extensions of Donald Driver Way/Kellogg St/Bond St/Elmore St, and include mixed-use development that blends rather seamlessly with the character of the Broadway District. The petitioner is requesting that their property be created as a sub-area of what is referred to as Development Area "A" allowing multiple-family residential units to be permitted on the first/ground floor of the Kellogg Street frontage as well as reducing the commercial space on the Broadway frontage from 7,000 sq. ft. to a minimum 1,000 sq. ft. The remaining 6,000 sq. ft. is resident service uses, including a coworking space and community room. The project has increased its unit count from the original 225 units to 233 units, has converted the Kellogg Street first/ground floor frontage to apartment units, and reduced the commercial component of the Broadway frontage by converting it to the apartment's accessory community room and coworking space. The project remains identical to the original project in respect to site layout and building architectural design.

Staff believes the building and site layout remain high quality and is extremely fitting with the design characteristic of the Rail Yard and the Broadway District. However, we have significant concern regarding the loss of approximately 80 percent of the commercial space along Broadway and full removal of non-residential active uses along the Kellogg Street frontage.

While staff understands that the market for first floor commercial space is soft at this time, we want to point out that this market condition is common in areas that are in the earlier stages of redevelopment and most often corrects itself as development occurs and residential densities increase. If the frontage is developed with residential and/or residential accessory uses, it is often infeasible to convert the space(s) to regular commercial uses when the market presents itself as building code standards are quite different. To allow greater flexibility to the developer in what we believe to be the temporary establishment of the apartment's accessory community room and coworking space along Broadway. While also affording the ability to change the use to more formal and active commercial spaces in the future, we are recommending requiring that the construction of the building along Broadway be done to commercial building code standards applicable to business/assembly use. In this way, it will allow for less difficulty for the potential conversion in the future.

Street activation on Kellogg Street will undoubtedly be diminished with the loss of nonresidential space, but as it is off the main corridor (Broadway), staff feels the residential units can still substantially interact with the right of way and that activity can be encouraged through a design change by adding individual street-fronted entrances to the proposed first floor residential units.

The petitioner held a neighborhood/public information meeting to introduce their request and field questions on December 2, 2021. Ald. Randy Scannell, On Broadway, Inc., the Fort Howard Neighborhood Association, and property owners within 200+ ft. have been notified of the request. Staff received a few inquiries regarding the PUD but no objections as to the drafting of this report.

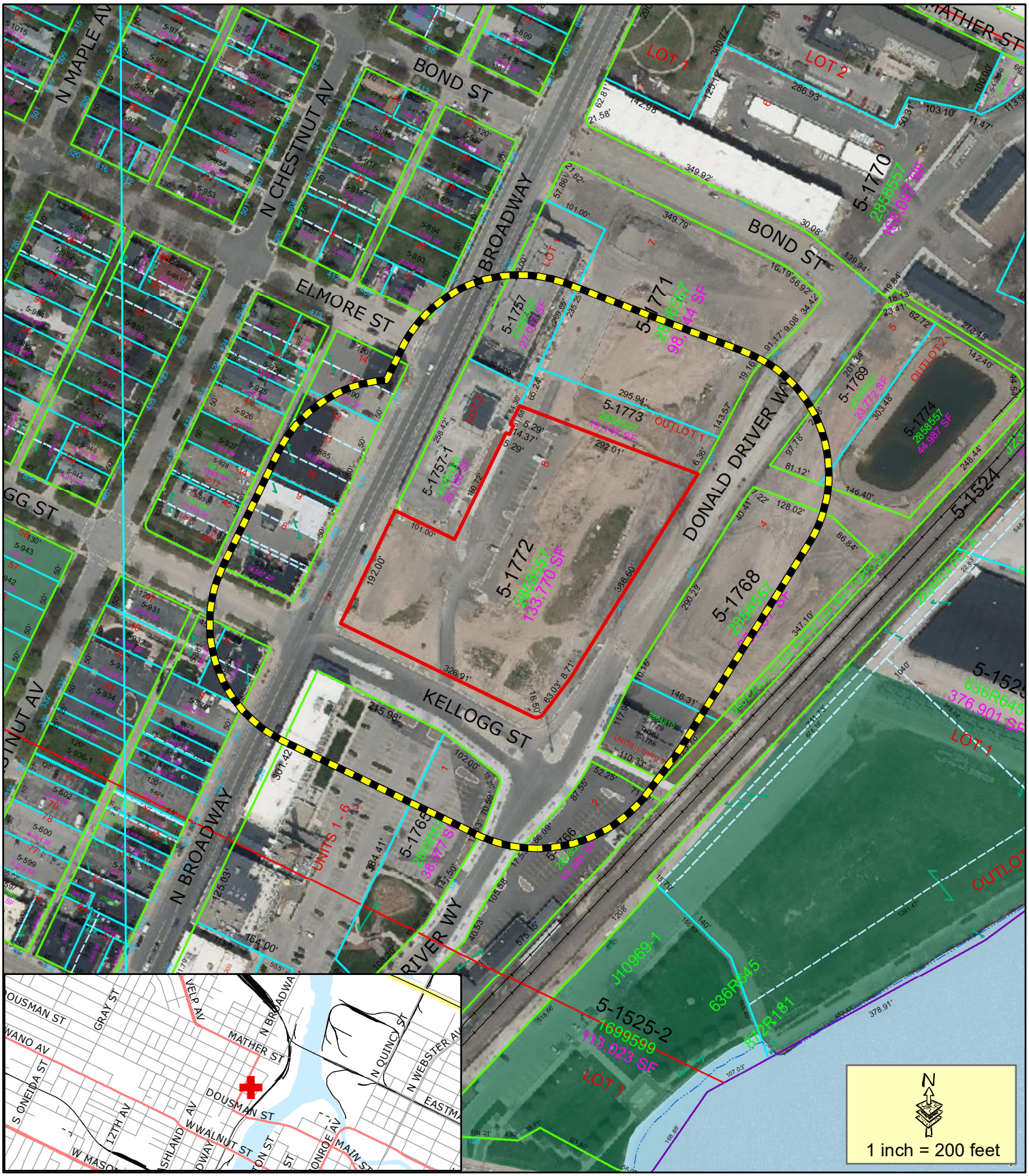
RECOMMENDATION

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

FISCAL IMPACT

ATTACHMENTS

1. ZP 21-30 PropMap
2. ZO 15-18 Amend ZO 11-13 for Railyard PUD 400-600 North Broadway_Final Signed
3. DRAFT ZO 16-21 - Amend PUD at 400-600 Block N Broadway (Rail Yard)
4. The Fort PUD Amendment Request Letter 11.8.21
5. ZO 21-030 Graphics for PC



Proposed CUP

200' Property Owner Notice

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

Zoning Petition (ZP 21-30)
Proposed amendment to
ZO 15-18 (Rail Yard Planned Unit Development) at
419 Donald Driver Way/406 N Broadway

CITY OF GREEN BAY 1854 Titletown, USA

ZONING ORDINANCE NO. 15-18

AN ORDINANCE AMENDING ZONING ORDINANCE 11-13 ZONING CERTAIN LAND LOCATED ON THE EAST SIDE OF NORTH BROADWAY (400 THROUGH 600 BLOCK) AS A PLANNED UNIT DEVELOPMENT DISTRICT (ZP 18-12)

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

SECTION 1. Section 13.108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property (as shown on Exhibit A - Location Map):

All of Lot 17 and Lot 18 of "Larsen Green" (Volume 23, Plats, Page 17, Document Number 2433894, Brown County Records), part of Lot 1 of Volume 31, Certified Survey Maps, Page 144, Document Number 1432656, part of the Fort Howard Military Reserve, now known as the Railroad Grant, all being located in the City of Green Bay, Brown County, Wisconsin more fully described as follows:

Beginning at the most Northwesterly corner of Lot 17 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records); thence S63°49'46"E, 142.98 feet along a Northerly line of said Lot 17; thence N26°10'14"E, 125.12 feet along a Westerly line of said Lot 17; thence S63°48'57"E, 286.93 feet along a Northerly line of said Lot 17; thence N26°11'42"E, 50.31 feet along a Westerly line of said Lot 17; thence S77°47'32"E, 103.10 feet along a Northerly line of said Lot 17; thence S63°49'46"E, 11.47 feet along a Northerly line of said Lot 17; thence 113.99 feet along a Westerly line of said Lot 17 being the arc of a 245.50 foot radius curve to the left whose long chord bears N53°59'00"E, 112.97 feet; thence S63°45'33"E, 87.30 feet along the South right of way of "Mather Street"; thence S26°19'10"W, 331.08 feet along an Easterly line of said Lot 17; thence S64°18'02"E, 166.12 feet along a Northerly line of said Lot 17 and its extension; thence 100.58 feet along the arc of a 1,816.08 foot radius curve to the right whose long chord bears S41°19'11"W, 100.57 feet; thence S43°35'20"W, 839.31; thence N63°50'01"W, 557.92 feet along the North Right-of-Way of "Kellogg Street" and its extension; thence 17.47 feet along the arc of an 11.00 foot radius curve to the right whose long chord bears N19°19'35"W, 15.69 feet to the East Right of Way of "North Broadway" also known as "U.S. Highway 141"; thence N26°09'57"E, 916.59 feet along East Right of Way to the point of beginning.

Planned Unit Development area contains 753,159 square feet/17.29 acres more or less.

SECTION 2. Pursuant to Section 13.1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. LAND-USE. The only permitted or conditional uses that may be established and/or maintained within the PUD area shall be those uses listed in the Downtown (D) Zoning District as enumerated within Section 13-700 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:

1. Permitted Uses. The following uses shall also be considered permitted uses within the PUD area:
   a. Dormitories.
   b. Restaurant or bar with entertainment/nightclub.
   c. Multiple-family uses within Development Area "A", as depicted on Exhibit B - Development Areas, are only permitted as a component of a mixed-use building.
   d. Parking structures.
   e. Temporary parking may be provided as a permitted use to facilitate the incremental development of the overall site but is not intended to be a permanent principal use.
      (1) Property containing temporary parking uses must remain for sale/lease and be actively marketed as such.
      (2) Temporary parking shall be permitted no greater than five (5) years from the date of its construction. Annual extensions beyond the five (5) years shall require Plan Commission approval.

2. Conditional Uses. The following uses shall be considered conditional uses within the PUD area:
   a. Schools and colleges/universities (200+ capacity).
   b. Daycare homes, daycare centers and preschools.
   c. Community Gardens.
   d. Religious institution/place of worship (200+ capacity).
   e. Funeral homes.

3. Prohibited Uses. The following uses shall be prohibited within the PUD area:
   a. Furniture and appliance rental/leasing establishments.
   b. Tool/equipment rental facilities.
   c. Rooming/boarding house or shelter facilities.
   d. Motels.
   e. With the exception of structured or surface parking, vehicles service uses are prohibited. These include but are not limited to:
      (1) Auto rental or sales
      (2) Car wash
      (3) Fueling/gas/service station

(4) Motor vehicle repair
(5) Outdoor display of vehicles

4. Accessory Uses. The following accessory uses shall be regulated within the PUD area as follows:
   a. Gardening and other horticultural uses shall require a Conditional Use Permit.
   b. Private indoor recreational facilities shall be a permitted use.
   c. Private outdoor recreational facilities shall require a Conditional Use Permit.
   d. On-site energy generation and renewable energy sources shall require a Conditional Use Permit.
   e. Ancillary structures such as kiosks, pavilions, information centers, refreshment stands and similar buildings are permitted accessory buildings. Ancillary structures are limited in number to no greater than six (6) and limited in size to no greater than 400 square feet individually/2,400 square in aggregate. Ancillary structures greater than 400 square feet shall require a Conditional Use Permit.
   f. Accessory structures such as tool houses, sheds and similar buildings shall require a Conditional Use Permit.

B. FINAL SITE PLAN APPROVAL. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner shall receive approval of final site plans from the CDRT (Community Development Review Team).

C. DIMENSIONAL AND AREA REQUIREMENTS. Dimensional and area requirements shall meet the standards for the Downtown (D) Zoning District as set forth in Section 13-700 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:

1. Lot Width and Area. Minimum lot width and lot area shall be regulated by use.
   a. Attached single-family dwellings/townhomes: minimum lot width of 15 feet per unit with minimum lot area of 1,500 square feet per unit.
   b. Multiple-family dwellings: minimum lot width of 40 feet with minimum lot area of 750 square feet per unit.
   c. Mixed-use or non-residential: No minimum lot width or minimum lot area.

2. Floor area ratio (FAR)
   a. Minimum FAR
      (1) Development Area "A": 1.0.
      (2) Development Areas "B" or "C": 0.5.
   b. Maximum FAR throughout the PUD area: 5.0.

c. Usable rooftops; exterior decks; patios; and unoccupied/non-accessible basements are not included in the FAR calculation.
d. Below-grade or above-grade structured parking may or may not be included in the FAR calculation.

3. Setbacks. Modifications to required setbacks are established by Development Area, as depicted on Exhibit B - Development Areas.
   a. Development Area "A"
      (1) Front yard setback, principal structures: No minimum setback required for yards fronting the public right-of-way and land area dedicated to Elmore Commons. Maximum setback is 15 feet. Additionally, no less than 80% of a structures façade fronting the right-of-way shall be at 0 feet with the following inclusion:
         i. Up to 20% of the required 0 foot setback structure frontage may be made up of active pedestrian scale hardscape areas including but limited to pedestrian entrances, public art installations, plazas and sidewalk cafes which will be calculated as if they are a structure façade.
      (2) Front yard setback, surface parking: Minimum setback for yards fronting the public right-of-way for surface parking is 80 feet.
         i. An exception to the minimum front yard setback for parking is established to allow driveway/drive aisle needed to access the parking area.
      (3) Front yard setback, ancillary structures: Minimum setback for yards fronting the public right-of-way for ancillary structures is 80 feet when located on currently unimproved frontages. Ancillary structures located on improved frontages shall not be located between a principal structure and the right-of-way.
   b. Development Areas "B"
      (1) Front yard setback, principal structures: No minimum setback required for yards fronting the public right-of-way. Maximum setback is 15 feet.
      (2) Front yard, surface parking: Surface parking shall not be permitted between a structures front façade and the public right-of-way.
      (3) Rear yard, principal structure abutting Broadway: Minimum rear yard setback along the first 143 feet of the north lot line extending east from Broadway right-of-way line shall be five (5) feet.
      (4) Rear yard, surface parking: No minimum setback for surface parking that abuts or is opposite surface parking on adjoining property.
   c. Development Area "C"
      (1) Setback, principal structures: Setbacks for principal structures within Development Area "C" shall meet the Nonresidential and Mixed-Use dimensional regulations of the Downtown (D) Zoning

District as set forth in Section 13-700 of the Green Bay Zoning Code.

(2) Front yard, surface parking: Surface parking shall not be permitted between a structure's front façade and the public right-of-way.

(3) Rear and side yard: To accommodate shared access to rear or side yard parking areas, there shall be no rear or side yard setback for parking and drive aisles associated with attached single-family dwellings/townhomes.

4. Height. Modifications to minimum and maximum building heights are established by Development Area, as depicted on Exhibit B - Development Areas.
   a. Development Areas "A"
      (1) Principal structures
         i. Minimum principal building height shall be three (3) stories/35 feet overall with the exception that the maximum height may be two (2) stories/25 feet along the public right-of-way to a maximum depth of 40 feet.
         ii. Maximum principal building height shall be five (5) stories/70 feet.
      (3) Accessory and ancillary structures
         i. Accessory and ancillary structures shall have a maximum height of one (1) story/16 feet.
   b. Development Area "B" and "C"
      (1) Minimum building height shall be two (2) stories/25 feet.
      (2) Maximum building height shall be four (4) stories/50 feet.

5. Impervious Surface. Modifications to impervious surface requirements are established by Development Area, as depicted on Exhibit B - Development Areas.
   a. Development Area "A"
      (1) Maximum impervious surface associated with structures is 100%.
      (2) Maximum impervious surface associated with surface parking facilities is 50%. Also referenced in maximum parking area in Section G.2 of the PUD.
         i. Impervious surface associated with temporary parking may be increased to no greater than 75%, with approval of the Director of Community and Economic Development.
   b. Development Areas "B" and "C"
      (1) Maximum impervious surface is 60%.
   c. These requirements may be satisfied by taking an aggregate of the impervious surface/green space throughout the entire Development Area as an alternative to providing it on each individual lot within a particular Development Area.

d. Beyond typical green space, when calculating impervious surface, exposed balconies; decks; patios; active hardscaped plazas; roof gardens; green roofs and planters may be included as pervious surfaces.
e. This Section does not negate or supersede landscaping requirements as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800.

D. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management and grading plan meeting the standards established by the Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
   a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific Development Area for which development is proposed, as depicted on Exhibit B – Development Areas.

2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
   a. Designed with landscaping providing human-scale interest and incorporating native plant species where possible.
   b. Include public interface and interaction through the use of site amenities such as walking paths, sitting areas, art and educational/interpretive signage.

E. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:

1. Signage shall meet the standards for the Downtown (D) Zoning District as set forth in Section 13-2000 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:
   a. Free-standing Signage. Freestanding ground signage within the PUD is limited to monument signs. Pole/pylon signs are prohibited.
   b. Wall Signage. One (1) wall sign and one (1) awning sign shall be permitted on each building façade facing a public right-of-way or land area dedicated to Elmore Commons within Development Area "A".
      (1) In multiple-tenant buildings, one (1) wall sign and one (1) awning/canopy sign shall be permitted per tenant.
      (2) Total wall and awning/canopy sign area shall not exceed 20% of the overall area of the façade for which it is located or 600 square feet, whichever is greater. No individual sign shall exceed 200 square feet.

(3) The sign copy area of awning/canopy signs shall not exceed 25% of the background area of the awning surface to which it is affixed. Non-commercial graphic treatments on awnings/canopies are not considered sign copy.

c. Projecting signage. Each individual unit/tenant space facing a public right-of-way or land area dedicated to Elmore Commons shall be permitted one projecting sign.
   (1) Projecting sign area shall not exceed 45 square feet per sign.
   (2) Projecting signs on a single façade shall have a minimum separation of 20 feet.

c. Signage identifying uses located within the PUD boundaries, although not on the parcel for which the use is located, is permitted at vehicular and pedestrian ingress/egress locations along the east side of North Broadway, north side of Kellogg Street, south side of Bond Street and west side of Donald Driver Way.
   (1) Such free-standing signage shall meet the dimensional and sign area standards and allowances for monument signs and is included in the calculation of maximum allowed signs and sign area.
   (2) Such signage attached to buildings shall meet the dimensional and sign area standards and allowances of wall signs and is included in the calculation of maximum allowed signs and sign area.

d. Directional signage (not associated with commercial advertising) shall be permitted throughout the development area and meet the standards set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2005 with the following modifications:
   (1) A term or logo identifying the development area as a whole such as "The Rail Yard" or "The Rail Yard Innovation Center" shall be considered directional signage when used as an accent feature for amenities such as fence railing, furniture, gateway markers, etc.
   (2) Signage area for regular directional signs shall not exceed 15 square feet per sign. Signage related to development area identification shall not exceed 20 square feet per sign.

F. <u>REFUSE AND MECHANICALS</u>. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and further regulated as follows:

1. Refuse material containers and mechanical equipment shall not be located between a principal structure's front facade and the public right-of-way and shall be screened so as not to be visible from the public right-

of-way with materials compatible to the nearest structure.

2. Shared communal recycling/trash may be utilized in lieu of dedicated space on individual sites provided that proof of sufficient capacity exists for the number of proposed users and a recorded shared access/use agreement is provided.

G. PARKING. Parking shall meet the following general standards:

1. Non-residential uses shall have no minimum automobile parking requirements.
   a. Bicycle parking shall be provided on-site at the rate of one (1) space per ten (10) established permanent surface automobile spaces. Bicycle parking facilities shall be located on a hard surface area with clear access to the public right-of-way and building entrances and shall not conflict with pedestrian or motorized traffic.

2. Residential uses shall provide a minimum of one (1) automobile parking space per dwelling unit, though the space does not need to be dedicated to the dwelling unit itself.
   a. This requirement may be met through the use of shared parking facilities located throughout the PUD area providing that the total required spaces are met.
   b. Spaces utilized to meet the residential parking requirements must be protected through ownership and/or a recorded shared access and parking agreement.

3. Maximum area associated with surface parking facilities within Development Area "A" shall be no greater than 50% of the total land area of Development Area "A".
   a. Temporary parking may be increased to no greater than 75%, with approval of the Director of Community and Economic Development.

4. When incremental development is proposed, a parking analysis identifying current conditions and future demand within the entire PUD area may be required to be submitted as part of the site plan process.

H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-500 and further regulated as follows:

1. Parking lot lighting shall consist of sharp cut-off fixtures and shall not exceed twenty-five (25) feet in height, as measured from ground level.

2. Pedestrian lighting for walkways shall not exceed sixteen (16) feet in height, as measured from ground level.

3. Lighting shall be coordinated within the PUD area and be consistent in style & type.
   a. Differentiation of ground mounted lighting may be permitted if consistency is established within each identified Development Area of the PUD.
   b. Wall or roof-mounted lighting shall be integrated into overall building design. Fixtures shall be consistent for the either the entire building or alternatively for each of the buildings individual units.

4. Lighting plan indicating fixtures, placement, and height shall be included as part of the site plan submittal.

I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and the standards as set forth within this PUD and further regulated as follows:

1. Landscape plans shall be submitted with all commercial and mixed-use developments as part of the site plan process.

J. ARCHITECTURE. The purpose of this Section is to regulate the design and materials used for buildings within the PUD to maintain and enhance the aesthetic, function, and values of property within the greater area. This Section is further intended to support a pedestrian-orientated urban environment that maintains a consistent character of development emphasizing design principals of human scale and visual interest.

1. Applicability. Architectural design of new construction, additions to existing buildings, and alterations to existing buildings within the PUD area shall meet the standards as set forth below:
   a. New Construction. The requirements of this Section shall apply to all structures and buildings within the PUD area constructed after the effective date of its adoption.
   b. Existing Buildings. Existing buildings should exercise repair over replacement whenever feasible.
      (1) Additions. Additions to buildings constructed prior to the effective date of the PUD adoption shall match or be substantially similar to the design and material of the existing building.
      (2) Alterations/Renovation. For all buildings constructed prior to the effective date of the PUD adoption, alterations and renovations shall have the option of complying with the standards of this Section or match/be substantially similar to the design and material of the existing building.
   c. Exceptions and Appeals. Exceptions to the Architectural Design Standards of the PUD may be granted by the Director of Community

and Economic Development to permit substitute building materials, construction of comparable quality or design, or to enable unique and inventive architectural concepts when it can be demonstrated that such exception(s) are keeping with the purpose of this Section.

(1) Decisions rendered by the Director of Community and Economic Development may be appealed to the Plan Commission.

(2) The Plan Commission is authorized to grant variances from the strict application of the Architectural Design Standards of the PUD.

2. Architectural Design Standards.

a. Orientation.

(1) Front façades shall face the street right-of-way, land area dedicated to Elmore Commons or pedestrian way/internal drive aisle (if building does not front the right-of-way). Corner-side facades should include windows, doors and/or other architectural components typically associated with front facades, though overall emphasis should be placed on the primary elevation.

(2) Service or loading areas shall not be permitted between the building and the street right-of-way, land dedicated to Elmore Commons or pedestrian way/internal drive aisle for which the building fronts.

b. Exterior Materials. Building materials should be durable and appropriate for the district.

(1) Exterior building façades shall be predominately:

i. Brick or brick veneer.
ii. Stone or stone veneer.
iii. Glass (curtain/storefront).
iv. Windows and doors.

(2) The following materials may be used as secondary building façade materials. Secondary materials shall not cumulatively exceed 30% of any façade in Development Area A. In Development Areas B and C, secondary materials shall not cumulatively exceed 30% of any façade facing the public right-of-way, land area dedicated as Elmore Commons, or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) and 50% of any façade not facing the public right-of-way, land area dedicated as Elmore Commons, or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way):

i. Concrete panels.
ii. Decorative or split-face block.
iii. Architectural/decorative metals.
iv. Wood or wood composite.
v. Cementious panels/siding.
vi. Stucco or exterior insulation and finish system (EIFS).

(3) The following materials are prohibited exterior building façade materials:
   i. Smooth face or non-decorative block.
   ii. Asphaltic, fiberglass, vinyl or metal siding.
   iii. Non-decorative metal panels or corrugated metal.
   iv. Plywood, chipboard, rough texture wood siding, or other non-decorative wood.
   v. Imitation/"fake" brick or stone and gravel aggregates.

(4) Material substitutions may be permitted as an exception per Section J.1.c of the PUD
   i. Materials listed in Section J.4.b.(3) above may be used as accent materials, not to cumulatively exceed 15% of any individual building façade.
   ii. Material not listed within the PUD but of comparable design and quality may be substituted for a primary or secondary building façade material.

c. Façade Articulation. Buildings shall be designed to provide interest and variety. Flat, unadorned walls should be avoided.

(1) Façade lengths shall not be greater than 40 feet without articulation including but not limited to:
   i. Division of façade into individual components (i.e. storefronts, distinct uses) through the use of architectural elements such as entrances, arcades, windows, balconies, awnings, marquees, etc.
   ii. Recesses or projections of the main façade plane.
   iii. Recesses or projections of upper floors from the ground floor façade plane.
   iv. Vertical division using different materials and textures.
   v. Roof form variation such as the change in roof lines or roof types.

(2) Facades facing the right-of-way, land area dedicated as Elmore Commons or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) shall consist of a minimum percentage of windows and doors to promote a visual connection. Mirrored, smoked, or heavily tinted glass is prohibited. The minimum percentage of windows and doors are based on floor and use as follows:
   i. Ground floor, nonresidential use. Total area of windows and doors shall comprise no less than 50% of the ground floor façade area.
   ii. Ground floor, residential use. Total area of windows and doors shall comprise no less than 20% of the ground floor façade area.
   iii. Upper floors, all uses. Total area of windows and doors shall comprise no less than 25% of the total façade area above the ground floor.

d. Building Entrances. Main entrances shall be clearly identified and articulated through the use of detailing, distinctive materials and/or colors, projections, recesses or other comparable element.
   (1) Main entries are defined as those regularly used by employees, customers, residents and/or visitors.
   (2) Commercial entries are to be clear glass and/or have equal amount of sidelight glass to opaque doors.
e. Patios, Decks and Balconies.
   (1) Ground level patios and decks facing the right-of-way, land area dedicated as Elmore Commons or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) shall be bordered with landscape treatments.
   (2) Exterior stairs leading to a deck or balcony are not permitted on the front or right-of-way side of the building.
   (3) Upper-story decks and balconies located on the wall shall be cantilevered (without any visible supports), stacked (supported by vertical columns), or hung (supported by chains from above).
f. Roofs. Flat roofs are preferred. Pitched roofs are permitted if they are consistent with the building's architectural style or the character of the surrounding area.
   (1) Rooftop terraces, decks, and gardens are highly encouraged.
g. Mechanical and Exterior Building Systems. Mechanical and exterior building systems should be integrated into the overall building design.
   (1) Roof-mounted equipment shall be screened, preferably by parapet walls. Screening shall be architecturally compatible with the structure which it is attached, be of identical or substantially similar materials used on the nearest building façade and designed as an integral part of the building.
   (2) Wall mounted equipment are not permitted on the front or right-of-way side of the building.

K. <u>ACCESS AND CIRCULATION</u>. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C - Circulation Plan.

1. Areas identified as "Bond Street Extended" and "Donald Driver Way Extended" shall be dedicated to the public as street right-of-way.
   a. "Bond Street Extended" and "Donald Driver Way Extended" shall connect North Broadway and Kellogg Street.

2. Areas identified as "Elmore Commons" shall either be dedicated to the public to act as a pedestrian mall or, if privately held, provide for public access and use though permanent easement(s).
   a. "Elmore Commons" shall act as a pedestrian and bicycle link between North Broadway, Donald Driver Way extended and the

multiple-use trail to be located along the eastern boundary of the PUD area.

b. One vehicular crossing from internal parking areas shall be permitted to traverse "Elmore Commons" within Development Area "A" if the following measures to ensure pedestrian safety are incorporated into its design, with final design approval by the Director of Community and Economic Development:
   (1) Width of vehicle crossing shall not exceed 22 feet and any other surface pavement adjacent to "Elmore Commons" but outside the designated crossing include barrier(s) that prohibit vehicle movement.
   (2) Pedestrian element of "Elmore Commons" is emphasized over the vehicular element through the use of different material/colors and is grade separated from adjoining drive aisles by means such as mountable curbing or a speed table.
   (3) Signage and/or decorative gate mechanisms is installed on both the north and south side of the crossing, identifying "Elmore Commons" as a pedestrian way and possibly have the ability to limit vehicle crossing.

3. Areas identified as a multiple-use trail shall be dedicated to the public or if privately held provide for public access and use though permanent easement(s).
   a. Multiple-use trail shall act as a pedestrian and bicycle link between "Bond Street extended", "Elmore Commons" and Kellogg Street.

4. Coordinated pedestrian connections linking all individual building entries, pubic rights-of-way, "Elmore Commons", and the multiple-use trail within the PUD area through the use of public sidewalks and/or private walks/trails.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13.204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 16 day of October, 2018.

APPROVED:

Mayor

ATTEST:

Clerk

DB

9/18/18

Attachments:
Exhibit A - Location Map
Exhibit B - Development Areas
Exhibit C - Circulation Plan

EXHIBIT A - LOCATION MAP

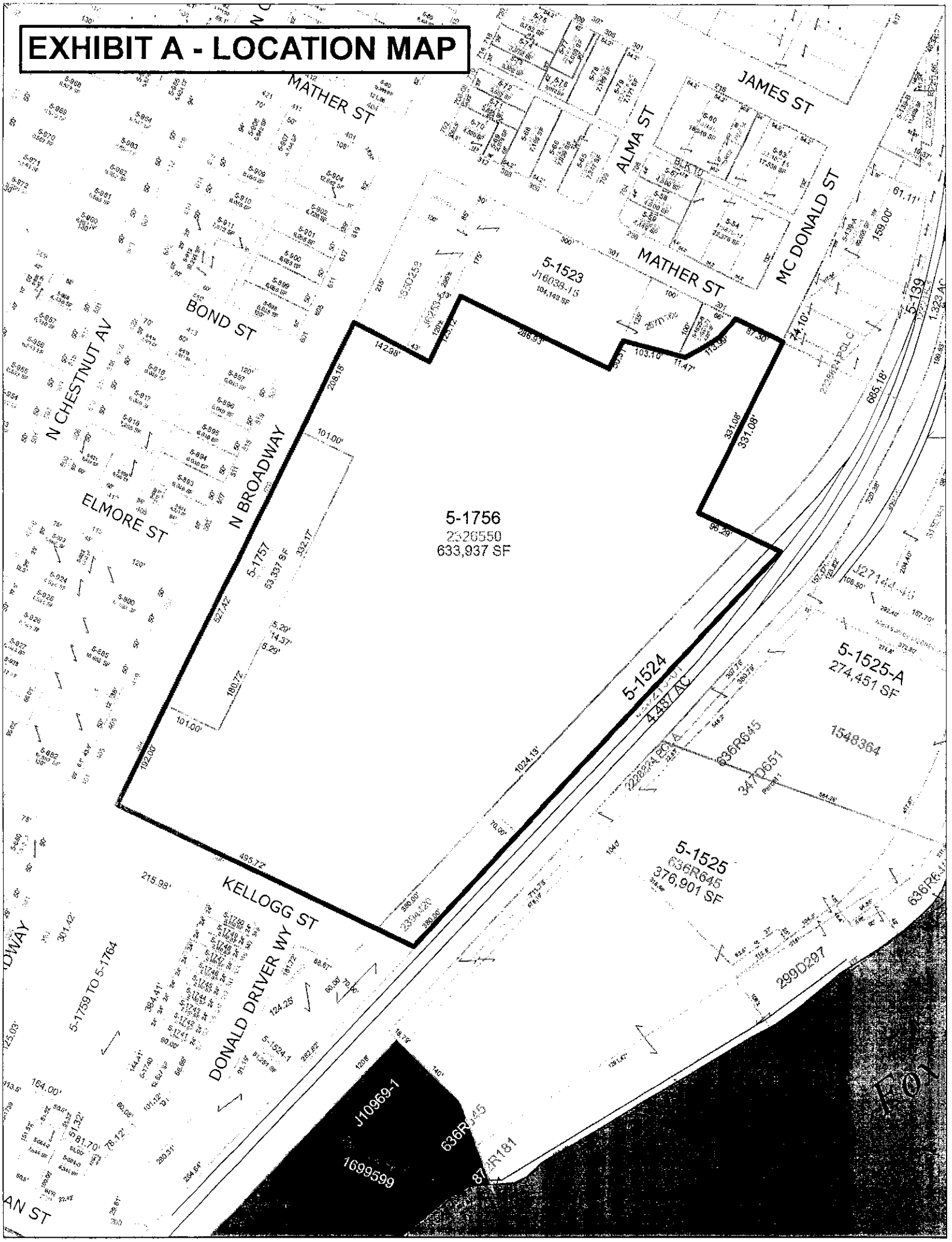


EXHIBIT B - DEVELOPMENT AREAS

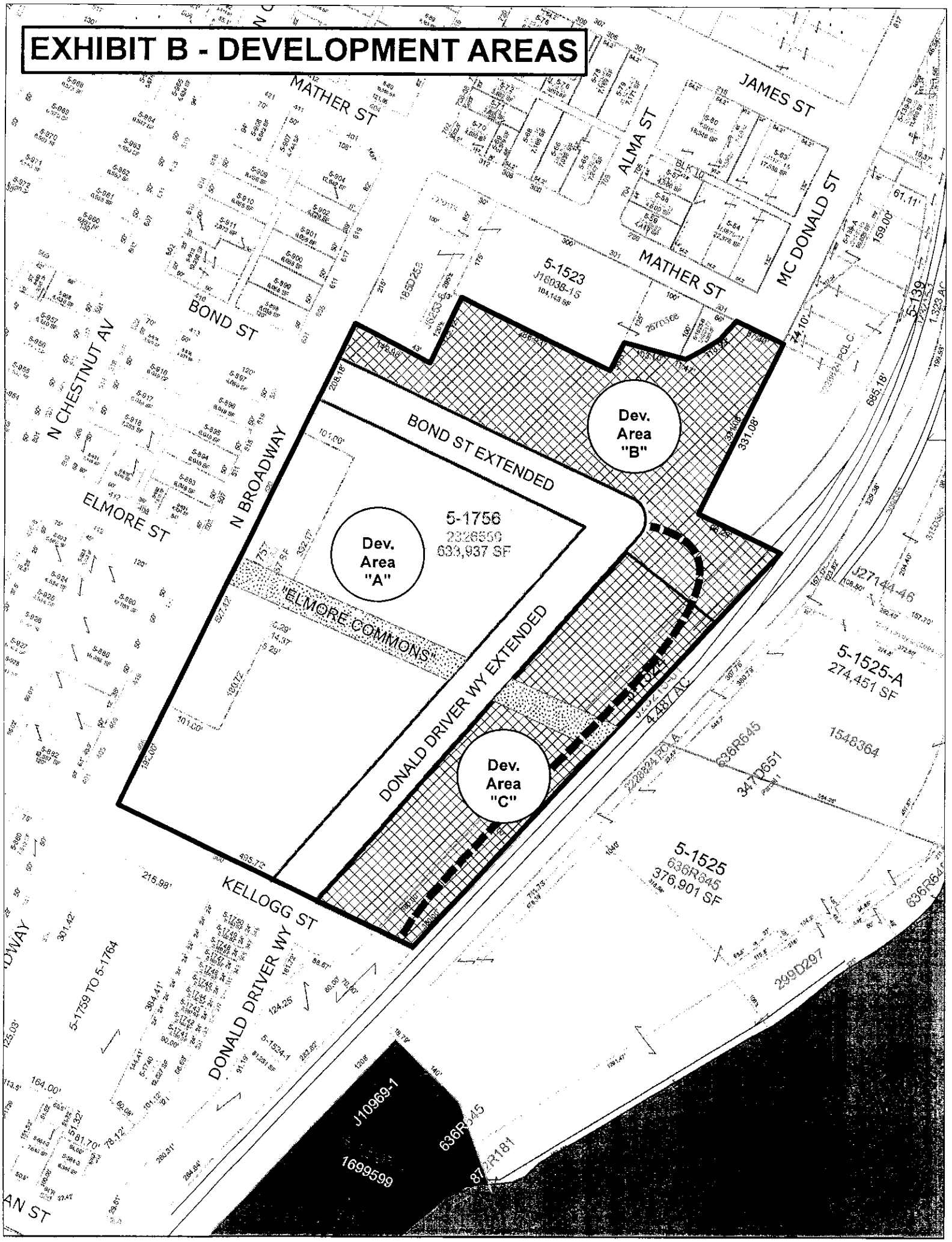
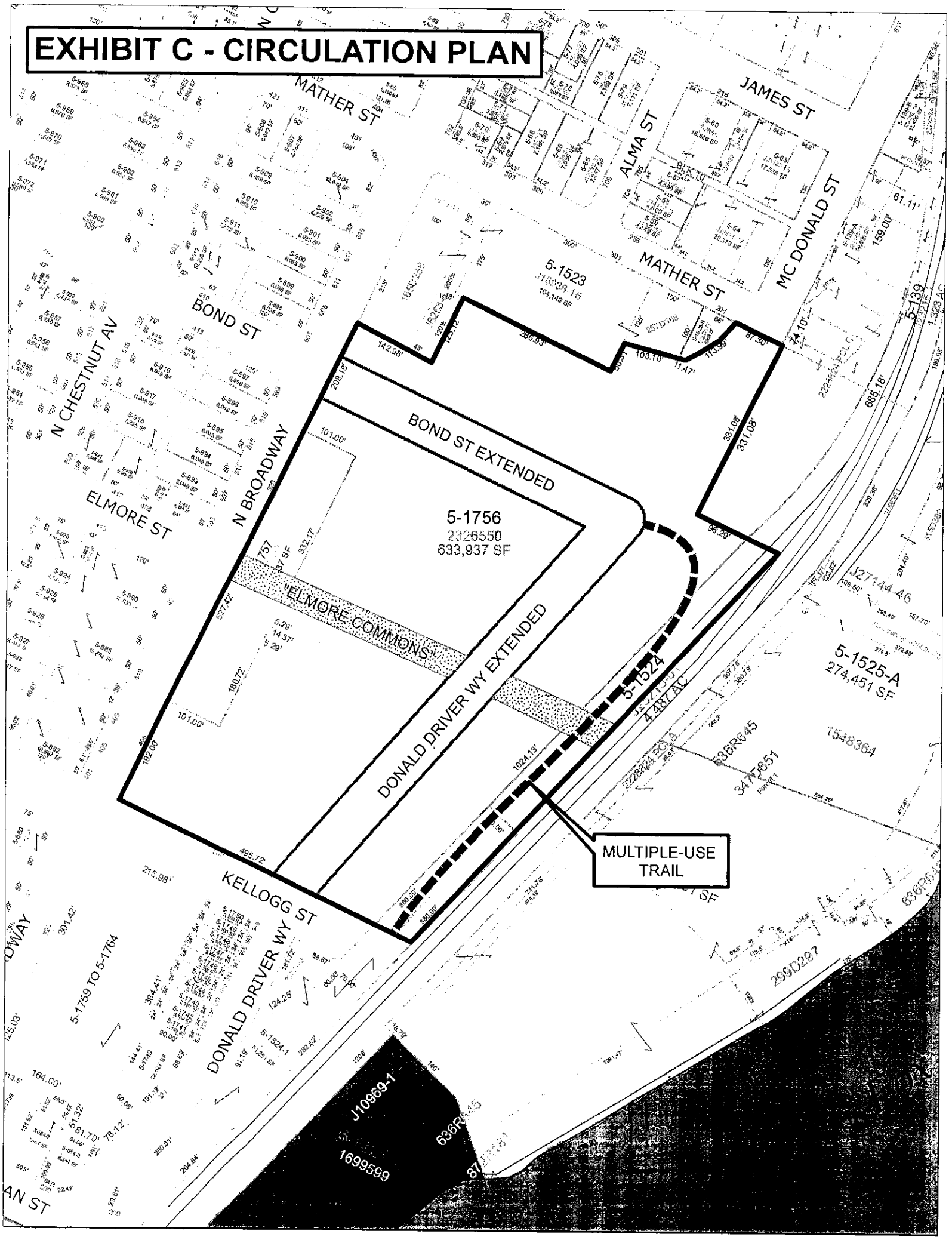


EXHIBIT C - CIRCULATION PLAN



ZONING ORDINANCE NO. 16-21

AN ORDINANCE AMENDING
ZONING ORDINANCE NO. 15-18 FOR THE
PLANNED UNIT DEVELOPMENT ON THE EAST SIDE
OF NORTH BROADWAY (400 THROUGH 600 BLOCK)
(ZP 21-30)

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 the 400-600 Block of Broadway is hereby amended by adding the following language:

> SECTION 2.A.1.c.(1). Multiple-family uses within Development Area "A-2," as depicted on "Exhibit A: Development Areas – Amended," are permitted to contain residential uses on the ground/first floor of a mixed-use building, with the exception of the Broadway frontage which must remain limited to active non-residential uses with the structure built to commercial building code standards applicable to business/assembly use. Ground/first floor residential uses shall include individual entrances onto the public right of way.

SECTION 2. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee-simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 3. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

The exhibit attached to Zoning Ordinance 15-18 and identified as Exhibit B is hereby repealed. The attached "Exhibit A: Development areas – Amended" hereby replaces said former Exhibit B.

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

SECTION 5. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 6. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 7. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

_____
Mayor

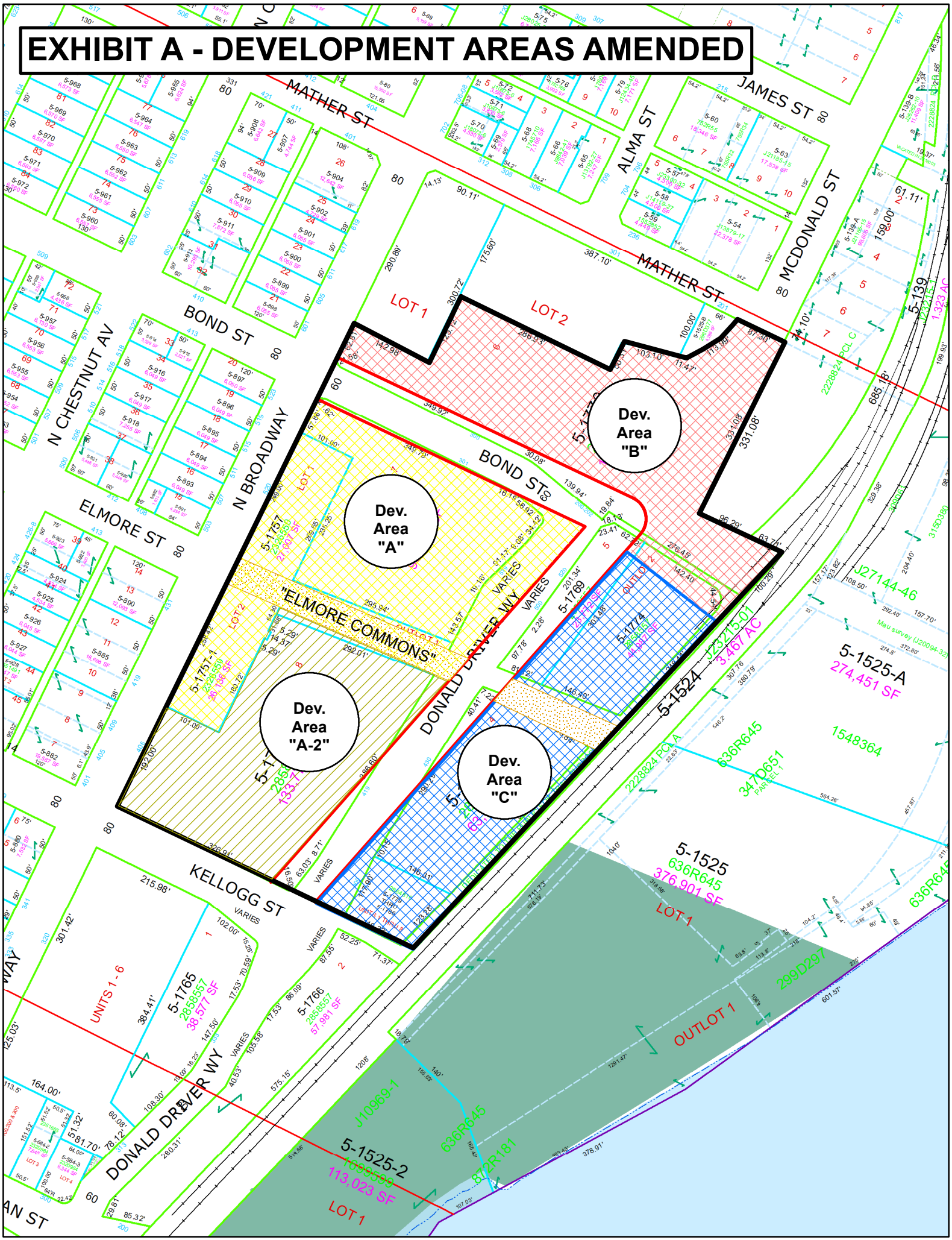
ATTEST:

_____
Clerk

db

Attachment: Exhibit A: Development Areas – Amended

EXHIBIT A - DEVELOPMENT AREAS AMENDED



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

Nov 8th, 2021

David Buck, cc: Neil Stechschulte
City of Green Bay, WI

RE: Request for Administrative Exception and Amendment to Rail Yard PUD

Dear Mr. Buck,

TWG is pleased to submit updated designs for our proposed multifamily development in Green Bay's Rail Yard Planned Unit Development.

We have attached architectural drawings of our latest design of the proposed development. Overall, it is nearly indistinguishable from the previously approved plans. The design aims to deliver a mix of uses that will activate and beautify the Rail Yard district, spurring further economic and cultural development. In this, it adheres closely to the vision of the community closely--a significant shift from previous big box proposals that threatened the integrity of the area's urban fabric.

In an effort to ensure the success and financial feasibility of this project, TWG is requesting the renewal of previous administrative exceptions and some flexibility in the PUD's permitted uses. All of these requests, we feel, follow the vision of the community and the PUD, replacing a blighted industrial property with a quality urban asset.

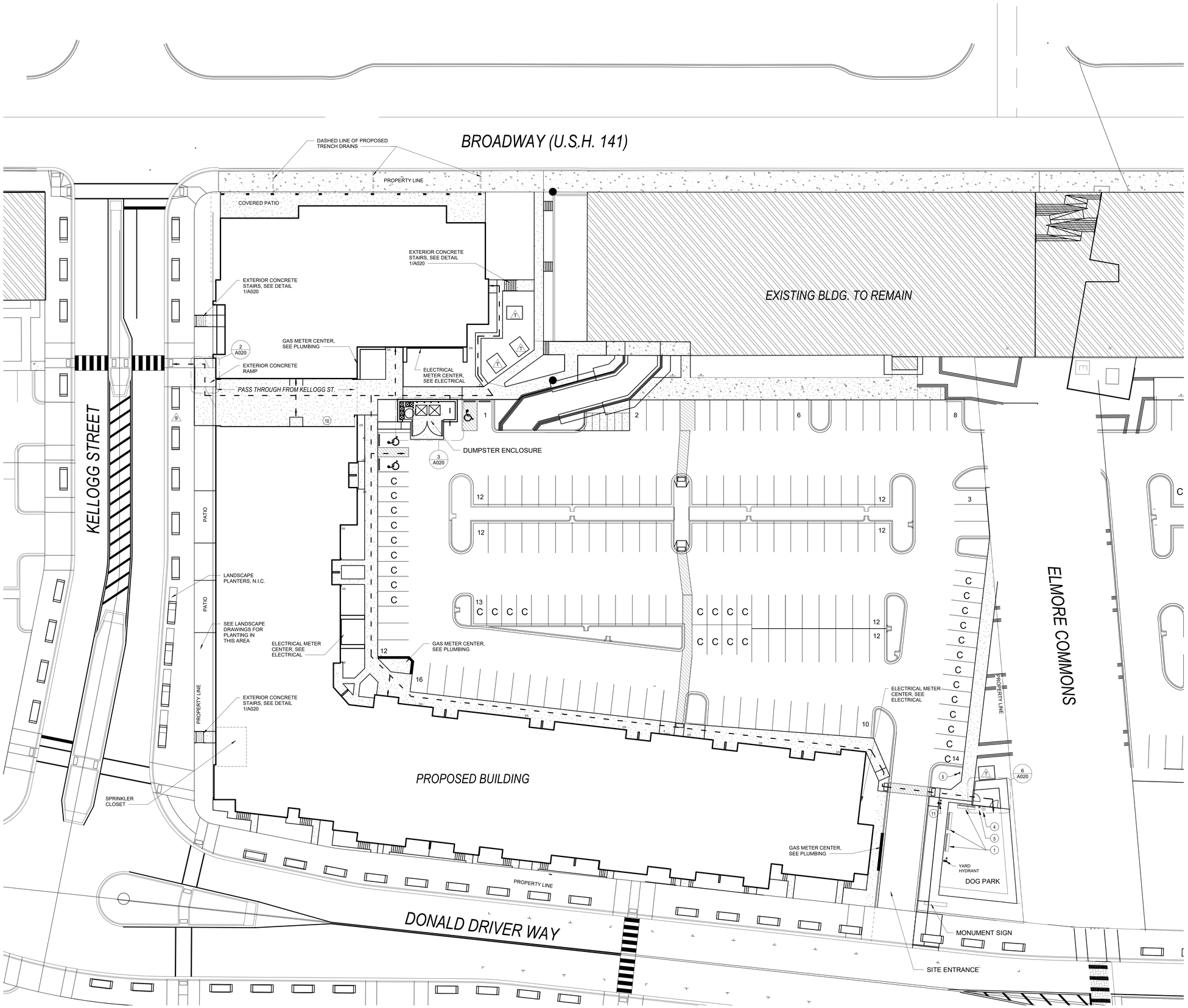
- Please affirm the applicability of past administrative exceptions for public art, setbacks, mechanical screening, shared parking, and façade materials to updated drawings.
- Creation of a subsection of Development Area A known as A-2, bounded by TWG's Lot 7's property lines. For this Area A-2, all standards for Development Area A except under Section 2.A.1 as follows. Multiple-family uses should be permitted uses as long as the Broadway frontage prioritizes the pedestrian experience and is exclusively used for active, non-residential purposes such as retail, outdoor patio, or resident social and coworking spaces. A minimum of 1,000 square feet of this frontage must be a commercial tenant regularly open to the public, with the remaining frontage able to be easily converted to additional retail in the future.

Thank you for your consideration and feedback as we collaborate on this new addition to the city.

Sincerely,

J.B. Curry | President of Development
TWG Development, LLC

COPYRIGHT 2021 FIFTH DIMENSION ARCHITECTURE & INTERIORS, LLC



1 PLAN - SITE - 1"=20'
1" = 20'-0"

SITE PLAN GENERAL NOTES

1. SEE CIVIL DRAWINGS FOR FLOOR ELEVATION BENCHMARKS.
2. SEE OVERALL BUILDING PLANS, A100 SERIES FOR EXACT UNIT ORIENTATION. SEE UNIT PLANS, A400 SERIES, FOR ALL DIMENSIONS AND NOTING OF INTERIOR WALLS, DOORS, ETC...
3. THE ARCHITECTURAL SITE PLAN GRAPHICALLY INDICATES THE APPROXIMATE LOCATION OF BUILDINGS, DRIVES & PARKING.
4. ALL SITE WORK MUST BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPROVED CIVIL DRAWINGS. REFER TO CIVIL ENGINEERS DRAWINGS FOR ALL GRADING, UTILITY WORK, DRAINAGE, DIMENSIONAL CONTROLS, BUILDING FLOOR ELEVATION BENCHMARKS AND LOCATION OF REQUIRED RETAINING WALLS AT BUILDINGS.
5. BUILDING STEP LOCATIONS ARE FOR COORDINATION PURPOSES. REVIEW ELEVATIONS SHOWN ON CIVIL DRAWINGS. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
6. REFER TO MECHANICAL ENGINEERS DRAWINGS FOR LOCATIONS OF ALL PANELS, METERS, TRANSFORMERS, CLEANOUTS, AND PARKING LOT LIGHTING.
7. TREES PLANTED ADJACENT TO ACCESSIBLE ROUTES AND AREAS MUST NOT HAVE LIMBS OVER ACCESSIBLE ROUTES AND AREAS BELOW 7'-0" OF THE WALKING SURFACE.
8. VERIFY LOCATION AND STYLE FOR STOP SIGN, NO SOLICITING SIGN, CHILDREN PLAY AREA SIGN & ALL OTHER SIGNAGE FOR THIS PROPERTY WITH OWNER.
9. WHERE BIKE RACKS AND GRILLS ARE SHOWN, PROVIDE CONCRETE PAD CONNECTED TO AN ACCESSIBLE ROUTE. IF SIZES ARE NOT SHOWN, NOTIFY ARCHITECT.
10. REFER TO A020 FOR DUMPSTER ENCLOSURE DETAILS

NOTE: REFER TO CIVIL DRAWINGS AND SITE DESIGN AND FEASIBILITY REPORT FOR FLOOD MITIGATION REQUIREMENTS AND GRADING AND DRAINAGE PLANS.

SITE PLAN LEGEND

M.C.	METER CENTER, SEE ARCHITECTURAL AND ELECTRICAL DRAWINGS FOR EXACT LOCATIONS
S.C.	SPRINKLER CLOSET
F.D.C.	FIRE DEPARTMENT CONNECTION, SEE PLUMBING AND SITE UTILITY DRAWINGS
VAN	VAN ACCESSIBLE PARKING SPACE
	ACCESSIBLE PARKING SPACE
	ACCESSIBLE ROUTE
	DIRECTION OF VEHICLE TRAFFIC
	TRANSFORMER PAD - REFER TO MEP

NOTE:
REFER TO SHEET A020 FOR SITE ACCESSORY SCHEDULE & KEYNOTES

WISCONSIN WALTER D. FRITTS A-12989 AUSTIN TX ARCHITECT

FIFTH DIMENSION ARCHITECTURE + INTERIORS LLC

ISSUED FOR CONSTRUCTION

THE FORT AT THE RAIL YARD
GREEN BAY APARTMENTS
419 DONALD DRIVER WAY | GREEN BAY, WI 54303

REVISIONS

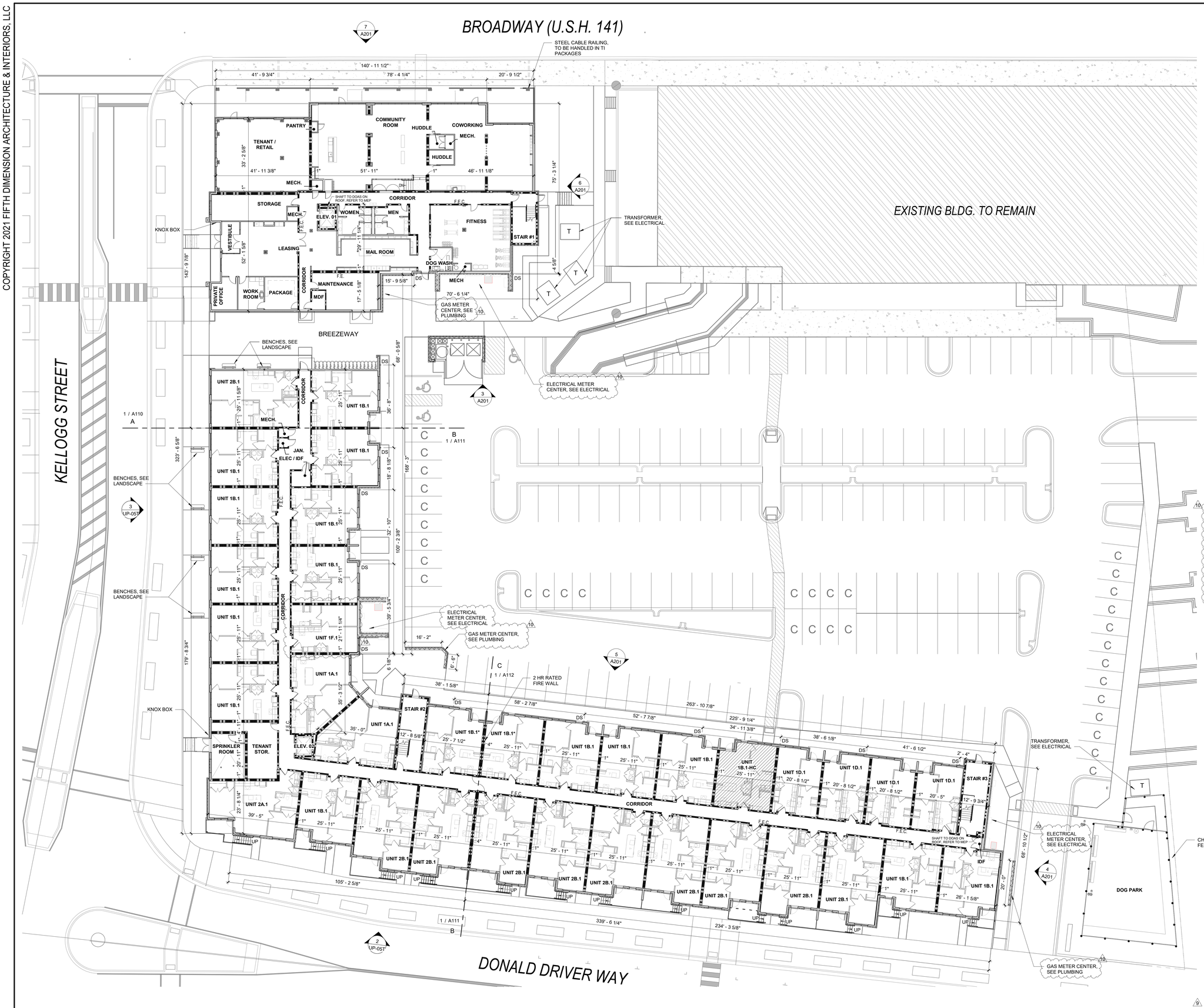
NO.	DATE	DESCRIPTION
4	7/10/2020	ASI 000
5	08/10/2020	ASI 001
9	10/08/2021	ASI 005
10	10/27/2021	ASI 006

PROJ. NO.	DATE
19107	07-10-2020

SHEET NAME
ARCHITECTURAL SITE PLAN

SHEET NO.
A010

COPYRIGHT 2021 FIFTH DIMENSION ARCHITECTURE & INTERIORS, LLC



1 OVERALL FIRST FLOOR PLAN
1/16" = 1'-0"

GENERAL NOTES - FLOOR PLANS

1. FLOOR TRUSSES ARE TO BE POSITIONED SO THEY DO NOT INTERFERE WITH PLUMBING AND HVAC, ADJUST SPACING AS NECESSARY. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. DETAILED FLOOR AND ROOF TRUSS FRAMING DIAGRAMS ARE TO BE FURNISHED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE.
3. ROUGH OPENINGS IN EXTERIOR WALLS SHALL BE UPSIZED APPROXIMATELY ½" TO ACCOMMODATE SHRINKAGE AT GROUND FLOOR OF WOOD BUILDINGS.
4. REFER TO STRUCTURAL PLANS FOR TRUSS CONFIGURATION, LOCATION, AND SPACING. POSITION TRUSSES SO THEY DO NOT INTERFERE WITH PLUMBING AND MECHANICAL ROUTING.
5. ALL DIMENSIONS ARE TO FACE OF STUDS.
6. ALL CONTRACTORS ARE REQUIRED TO COORDINATE THEIR WORK WITH ALL DISCIPLINES TO AVOID CONFLICTS, SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION REGARDING SIZE AND QUANTITY OF OPENINGS, SLAB REQUIREMENTS AND LINTELS. INCLUDE FIRE PROTECTION NOT SHOWN ON PLANS.
7. SEAL AROUND ALL PENETRATIONS TO INSURE TIGHT BUILDING ENVELOPE.
8. PROVIDE FIRE SEALANT AROUND ALL PENETRATIONS THROUGH RATED WALLS.
9. ALL WALLS ARE PAINTED UNLESS NOTED OTHERWISE.
10. REFER TO A500 SERIES FOR TYPICAL FRAMING DETAILS.
11. COORDINATE BUILDING STEP LOCATIONS WITH FLOOR ELEVATIONS SHOWN ON ARCHITECTURAL AND CIVIL SITE PLANS.
12. PATIO SLOPES SHALL BE 1/4" PER FOOT MAX. AWAY FROM UNIT AND DOORS.
13. PROVIDE CONTROL JOINTS IN GYPSUM BOARD ASSEMBLIES AS RECOMMENDED BY MANUFACTURER. PROVIDE CJ IN CEILINGS SO NO DIMENSION EXCEEDS 50' IN EITHER DIRECTION WHERE THERE IS PERIMETER RELIEF OR 30' IN EITHER DIRECTION WITHOUT PERIMETER RELIEF. DO NOT SEPARATE SUSPENSION SYSTEM. CAULK JOINT AND PAINT TO MATCH.
14. WHERE BACK-TO-BACK KITCHEN CABINETS OR COUNTERS OCCUR, PROVIDE 5/8" GYP. BD. ON ONE SIDE OF 1" AIR SPACE BETWEEN UNITS. ENSURE NO TWO WALL PENETRATIONS OCCUR BACK-TO-BACK W/O GYP. BD. SEPARATE.

WALL LEGEND

(NOT ALL RATING LINE TYPES ARE NECESSARILY USED IN THIS PROJECT)

- INTERIOR SHEAR WALL OVERLAY — REFER TO STRUCTURAL DRAWINGS FOR LOCATIONS. WOOD SHEATHING TO BE ON SIDE OPPOSITE BATHROOM OR KITCHEN WHERE APPLICABLE.
- UNIT PERIMETER WALL, SEE BUILDING PLANS FOR EXACT WALL TYPES.
- NON RATED METAL OR WOOD CORE
- NON RATED CONC. MASONRY UNITS. MAY BE UNDERLAYED BEHIND A RATED HATCH TO INDICATE RATED CONC. MASONRY UNITS.
- BRICK MASONRY
- 1/2 HR RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- 1 HR RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- 2 HR RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- 3 HR RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- 4 HR RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- SMOKE RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- ATTIC DRAFTSTOPPING

NOTES:
SEE STRUCTURAL FOR ALL SHEAR WALL LOCATIONS.
SEE WALL ASSEMBLY TYPES FOR SPECIFIC ASSEMBLY REQUIREMENTS.

UNIT TYPE LEGEND

- ANSI TYPE A UNITS
- ANSI TYPE A + UNIVERSAL DESIGN UNITS
- UNIVERSAL DESIGN UNITS
- ANSI TYPE B UNITS (ALL OTHER UNITS)

WISCONSIN WALTER D. FRITTS A-12989 AUSTIN TX ARCHITECT

FIFTH DIMENSION ARCHITECTURE + INTERIORS LLC

ISSUED FOR CONSTRUCTION

THE FORT AT THE RAIL YARD
GREEN BAY APARTMENTS

419 DONALD DRIVER WAY | GREEN BAY, WI 54303

REVISIONS

NO.	DATE	DESCRIPTION
2	06/19/2020	ADDENDUM #02
4	7/10/2020	ASI 000
9	10/08/2021	ASI 005
10	10/27/2021	ASI 006

PROJ. NO.	DATE
19107	07-10-2020

SHEET NAME
OVERALL - FIRST FLOOR PLAN

SHEET NO.
A101

COPYRIGHT 2020 FIFTH DIMENSION ARCHITECTURE & INTERIORS, LLC

SCHEMATIC PLAN LEGEND

NOT IN INTERIORS CONTRACT PER THIS SHEET, IF APPLICABLE

ELEVATION MARKER

GENERAL INTERIOR DESIGN NOTES

A. PROVIDE BLOCKING IN WALLS TO ACCODATE ALL CASEWORK AND WALL MOUNTED EQUIPEMENT AND ACCESSORIES.

B. ALL DIMENSIONS ON FINISH PLAN ARE SHOW TO FACE OF DRYWALL, UNLESS NOTED OTHERWISE.

C. ALL MILLWORK/CASEWORK IS TO BE COMPLETED IN STRICT ACCORDANCE WITH A.W.I. STANDARDS, PREMIOM GRADE. SHOP DRAWINGS SHALL BE SUPPLIED TO DESIGNER PRIOR TO FABRICATION.

D. STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING ELEMENTS SHOWN ARE FOR REFERENCE ONLY. VERIFY EACH ELEMENT WITH ENGINEERING DRAWINGS. NOTIFY DESIGNER OF ANY CONFLICTS.

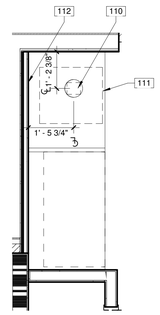
E. THE GENERAL CONTRACTOR SHALL FIELD VERIFY ALL CLEARANCE REQUIRED FOR EQUIPMENT. REFER TO EQUIPMENT SCHEDULE FOR DIMENSIONS PRIOR TO ORDERING CABINETRY AND EQUIPMENT.

F. REFER TO ELEVATIONS, DETAILS, AND FINISH SCHEDULES IN INTERIOR DESIGH DRAWINGS FOR FINISHES.

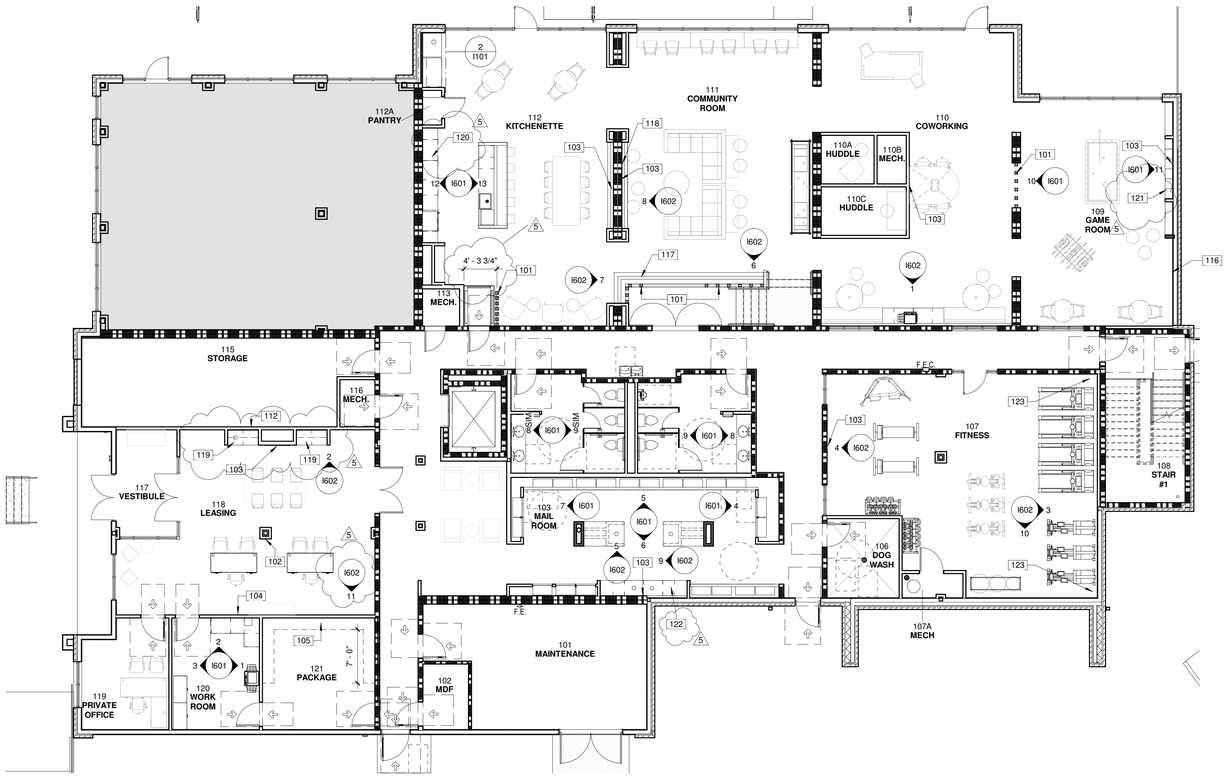
G. PROVIDE WINDOW SHADES, AS SPECIFIED IN FINISH SCHEDULE, ON AL LEXTERIOR WINDOWS OF AMENITY AREA AND/OR WHERE NOTED ON FINISH PLAN.

SCHEMATIC PLAN KEYNOTES

101 5X5 WOOD COLUMNS REFER TO ELEVATION 10/I601 FOR SPACING. STAINED TO MATCH A-PL1.
102 DRYWALL WRAPPED FAUX COLUMNS, 1'-6" X 1'-6"; PAINTED A-P4.
103 TV IN THIS LOCATION. CONTRACTOR TO PROVIDE BLOCKING FOR TV MOUNT.
104 SIGNAGE IN THIS AREA. CONTRACTOR TO COORDINATE BLOCKING NEEDS WITH SIGNAGE VENDOR.
105 PROVIDE 5 HIGH, 18" ADJUSTABLE METAL SHELVES IN THIS LOCATION FOR PACKAGE STORAGE. CONTRACTOR TO COORDNINATE ANY BLOCKING NEEDS FOR SHELVES.
110 TRASH CHUTE FOR SPECIALIZED COFFEE MAKER.
111 OUTLINE OF SPECIALIZED COFFEE MAKER.
112 PROVIDE PLUMBING SUPPLY LINE TO THIS LOCATION. COORDINATE FINAL LOCATION WITH MEP.
116 PROVIDE BLOCKING FOR WALL MOUNTED GAME BOARD.
117 WOOD BENCH IN THIS LOCATION. REFER TO ELEVATION FOR MORE INFORMATION.
118 FIREPLACE TO BE WATER VAPOR FIREPLACE. SPEC TO BE DIMPLEX OPTI-MYST PRO 1500 BUILT-IN ELECTRIC FIREBOX WITH FRONT GLASS KIT. FRAME AND INSTALL PER MANUFACTURER'S RECOMMENDATIONS. REFER TO MEP DRAWINGS FOR MORE INFORMATION ON ELECTRICAL AND PLUMBING NEEDS. INSTALL FOR REMOTE CONTROL ACCESSIBILITY. REFER TO MANUFACTURER'S REQUIREMENTS FOR FRAMING DIMENSIONS.
119 2' DEEP COUTNERTOP WITH 1' WALL SHELF. REFER TO ELEVATION FOR MORE INFORMATION.
120 2' DEEP COUTNERTOP WITH 2' DEEP WALL CABINETS. REFER TO ELEVATION FOR MORE INFORMATION.
121 1' DEEP COUNTERTOP/DRINK LEDGE. REFER TO ELEVATION FOR MORE INFORMATION.
122 2' DEEP COUNTERTOP, CENTER TRASH RINGS ON CASEWORK.
123 CORNER MOUNTED TV IN THIS LOCATION. BASE OF TV MOUNTED NO LESS THAN 80" AFF. PROVIDE BLOCKING AS NECESSARY.



2 COFFEE MAKER COUNTER DETAIL
SCALE: 1/2" = 1'-0"



1 INTERIOR SCHEMATIC PLAN - LEASING/MAIL
SCALE: 1/8" = 1'-0"

WISCONSIN
J. DARIN CLAXTON
11634-5
CARMEL, IN
ARCHITECT

FIFTH DIMENSION
ARCHITECTURE + INTERIORS LLC

ISSUE FOR CONSTRUCTION

THE FORT AT THE RAIL YARD
GREEN BAY APARTMENT HOMES
419 DONALD DRIVER WAY | GREEN, BAY WI 54303

REVISIONS

NO.	DATE	DESCRIPTION
1	06/10/2020	ADDENDUM #01
2	06/19/2020	ADDENDUM #02
3	07/10/2020	ADDENDUM #03
5	10/08/2021	ASI 005

PROJ. NO.	DATE
19107	07/10/2020

SHEET NAME
INTERIOR SCHEMATIC PLAN

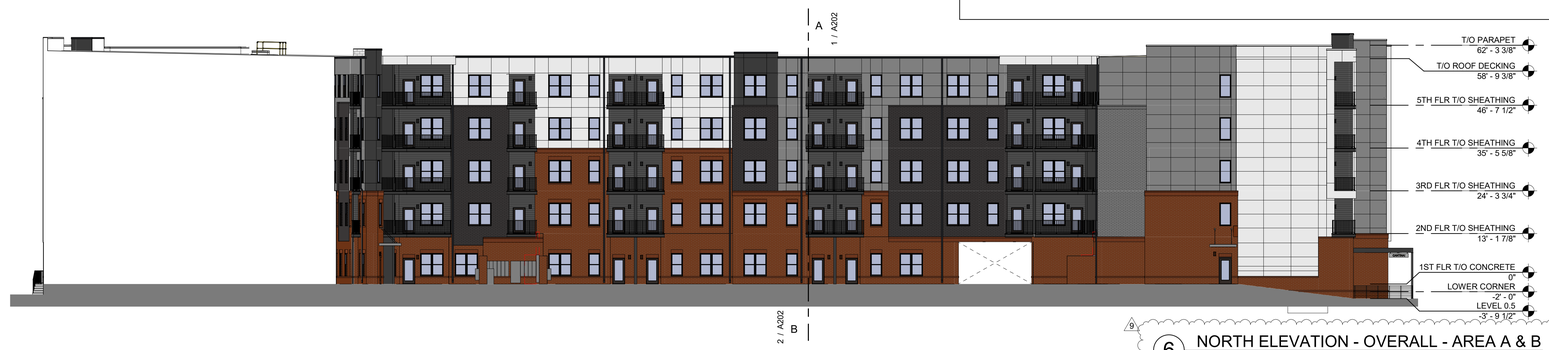
SHEET NO.
I101

COPYRIGHT 2021 FIFTH DIMENSION ARCHITECTURE & INTERIORS, LLC

GENERAL NOTES - ELEVATIONS

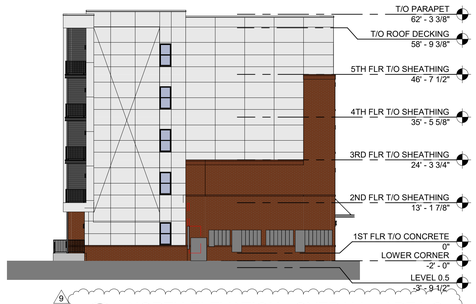
1. FOUNDATION SHOWN FOR REFERENCES ONLY, SEE STRUCTURAL.
2. SEAL ALL PENETRATION WITH SEALANT TO MATCH ADJACENT MATERIALS.
3. SEE ROOF PLANS FOR ROOF SLOPE, DOWNSPOUT, GUTTER AND ROOF VENT INFORMATION.
4. ALL SIDING AND TRIM TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS. TOUCH UP PAINT AND PRIMER AT ALL CUTS WHERE COMPOSITE WOOD FIBERS ARE USED.
5. REVIEW ALL PENETRATIONS THROUGH SHEARWALL WITH STRUCTURAL. ANY PENETRATION LARGER OR NOT IN APPROVED ZONES SHOULD BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER IMMEDIATELY.
6. PROVIDE FLASHING CUT INTO BRICK WHERE ROOF OR CANOPY TERMINATES INTO BRICK WALL. PROVIDE 1 FULL COURSE VERTICAL COVERAGE, MIN.
7. PAINT ALL EXPOSED METAL THAT IS NOT SPECIFIED OR INDICATED TO RECEIVE A FACTORY FINISH.
8. REFER TO PLANS AND SCHEDULES FOR DOOR AND WINDOW TYPES AND SIZES.
9. ALL TRIM TO BE SYNTHETIC WOOD TRIM, SEE SECTIONS AND PLAN DETAILS FOR SIZING.
10. ALL TRIM TO BE 5/4" UNLESS OTHERWISE NOTED.
11. SIDEWALKS AT BUILDING AND STRUCTURES ON AN ACCESSIBLE ROUTE TO BE 1/2" MAX. BELOW FINISH FLOOR AT DOORS AND MUST SLOPE AWAY IN ACCORDANCE WITH ADA STANDARDS.
12. ALL EXPOSED FLASHING TO BE FACTORY FINISHED BY MANUFACTURER / SUPPLIER OR MATERIAL WHICH IS BEING FLASHED.
13. ARCHITECTURAL FINISH FLOOR ELEVATION OF 0'-0" IS EQUAL TO THE HIGHEST GROUND FLOOR ELEVATION AT EACH BUILDING LISTED ON THE CIVIL FINISH FLOOR ELEVATIONS, SEE CIVIL DRAWINGS.
14. THE EXTERIOR FINISH OF ALL SOFFITS ARE TO BE FIBER CEMENT PANELS. ALL FIBER CEMENT PANELS TO BE PAINTED TO MATCH THE FRONT FACE OF THE WALL THAT IT DIES INTO ABOVE IT.

7 WEST ELEVATION - OVERALL - AREA A
1/16" = 1'-0"



6 NORTH ELEVATION - OVERALL - AREA A & B
1/16" = 1'-0"

5 WEST ELEVATION - OVERALL
1/16" = 1'-0"



4 NORTH ELEVATION - OVERALL - AREA C
1/16" = 1'-0"

3 EAST ELEVATION - AREA A
1/16" = 1'-0"

2 EAST ELEVATION - OVERALL
1/16" = 1'-0"

1 SOUTH ELEVATION - OVERALL
1/16" = 1'-0"

WISCONSIN WALTER D. FRITTS A-12989 AUSTIN TX ARCHITECT

FIFTH DIMENSION ARCHITECTURE + INTERIORS LLC

ISSUED FOR CONSTRUCTION

THE FORT AT THE RAIL YARD
GREEN BAY APARTMENTS

419 DONALD DRIVER WAY | GREEN BAY, WI 54303

REVISIONS

NO.	DATE	DESCRIPTION
4	7/10/2020	ASI 000
9	10/08/2021	ASI 005

PROJ. NO.	DATE
19107	07-10-2020

SHEET NAME
OVERALL EXTERIOR ELEVATIONS

SHEET NO.
A201

THE FORT AT THE RAIL YARD
THE FORT AT THE RAIL YARD
CANTINA
B Wayne's
Book Barn

THE FORT AT THE RAIL YARD
Book Barn

THE FORT
CANTINA

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
December 21, 2021	Madison Smith

AGENDA ITEM # P.3

To rezone 2160 Packerland Drive from Low-Density Residential (R1) to Public Institutional (PI). (Public Hearing held 12/13/2021)

BACKGROUND

Primary Address: 2160 Packerland Drive

Alderperson / District: Ald. Jesse Brunette / District 12

The subject property, 2160 Packerland Drive, is located on the southwest corner of the City of Green Bay, adjacent to the Village of Ashwaubenon in Brown County. Beautiful Savior Evangelical Lutheran Church located at 2160 Packerland Drive is currently zoned Low Density Residential (R1) and is tax exempt as a religious/faith-based institution. The parcel is approximately 3.585 acres and has a Conditional Use Permit (CUP). In order to comply with the City code and the City's Comprehensive Plan in relation to use, this rezone would change the parcel from Low-Density Residential (RI) to Public Institution (PI).

The proposed parcel to be rezoned will be required to comply with Section 44-854 of the Municipal Code. The proposed rezone does not conflict with the current and future land uses as reflected in the City's Comprehensive Plan. Ald. Jesse Brunette and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no comments or objections.

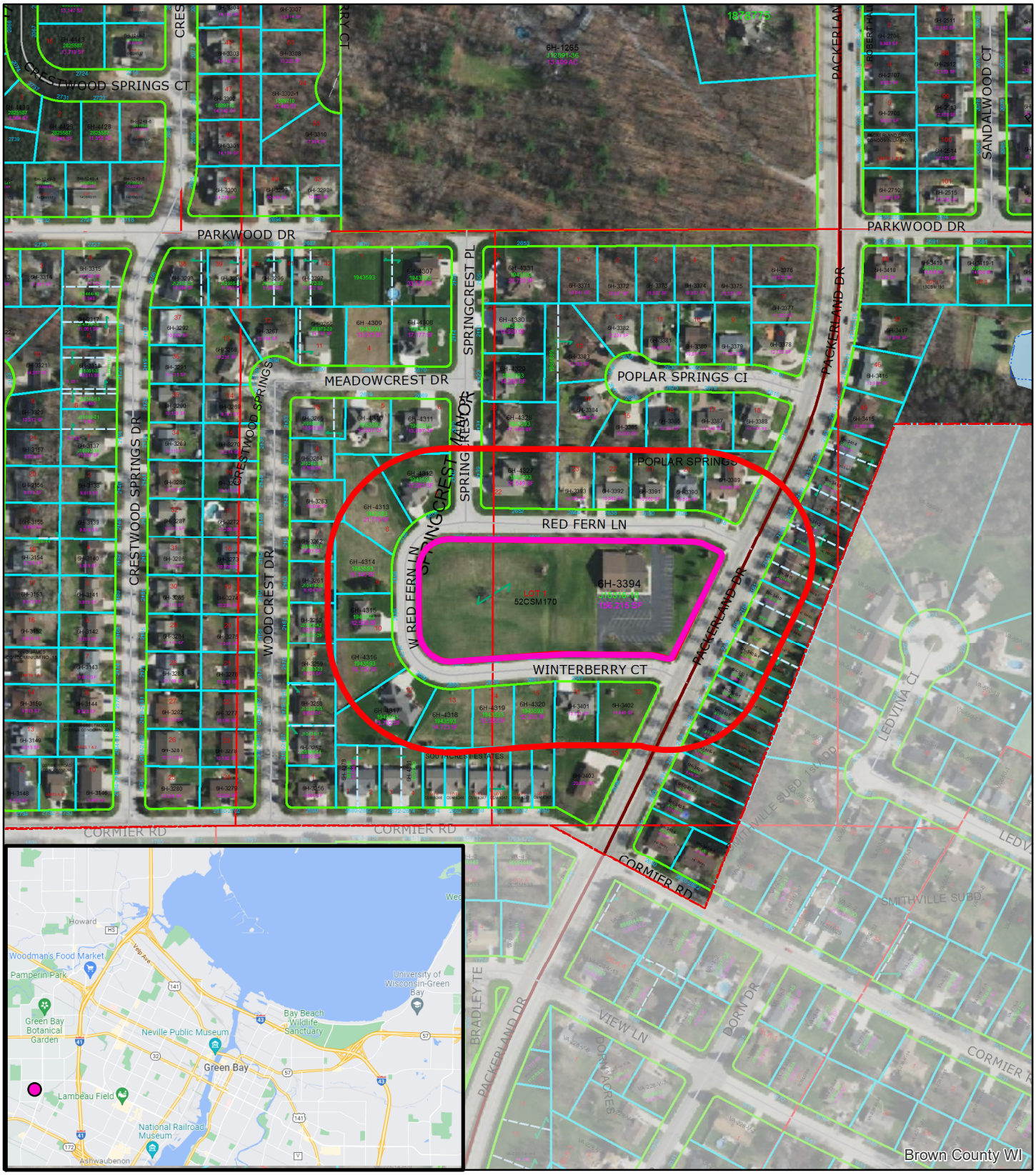
RECOMMENDATION

Approval.

FISCAL IMPACT

ATTACHMENTS

1. ZP 21-34 Color Map
2. ZP 21-34 Future Landuse Map
3. ZP 21-34 Zoning Map
4. ZP 21-34 BW Map
5. Street View 2160 Packerland Drive
6. ZP 21-31 Draft Ordinance



N

(ZP 21-34) Zoning Petition
Rezone 2160 Packerland Drive
Beautiful Savior Evangelical Lutheran Church
Green Bay, WI, 54313

Feet
0 85 170 340

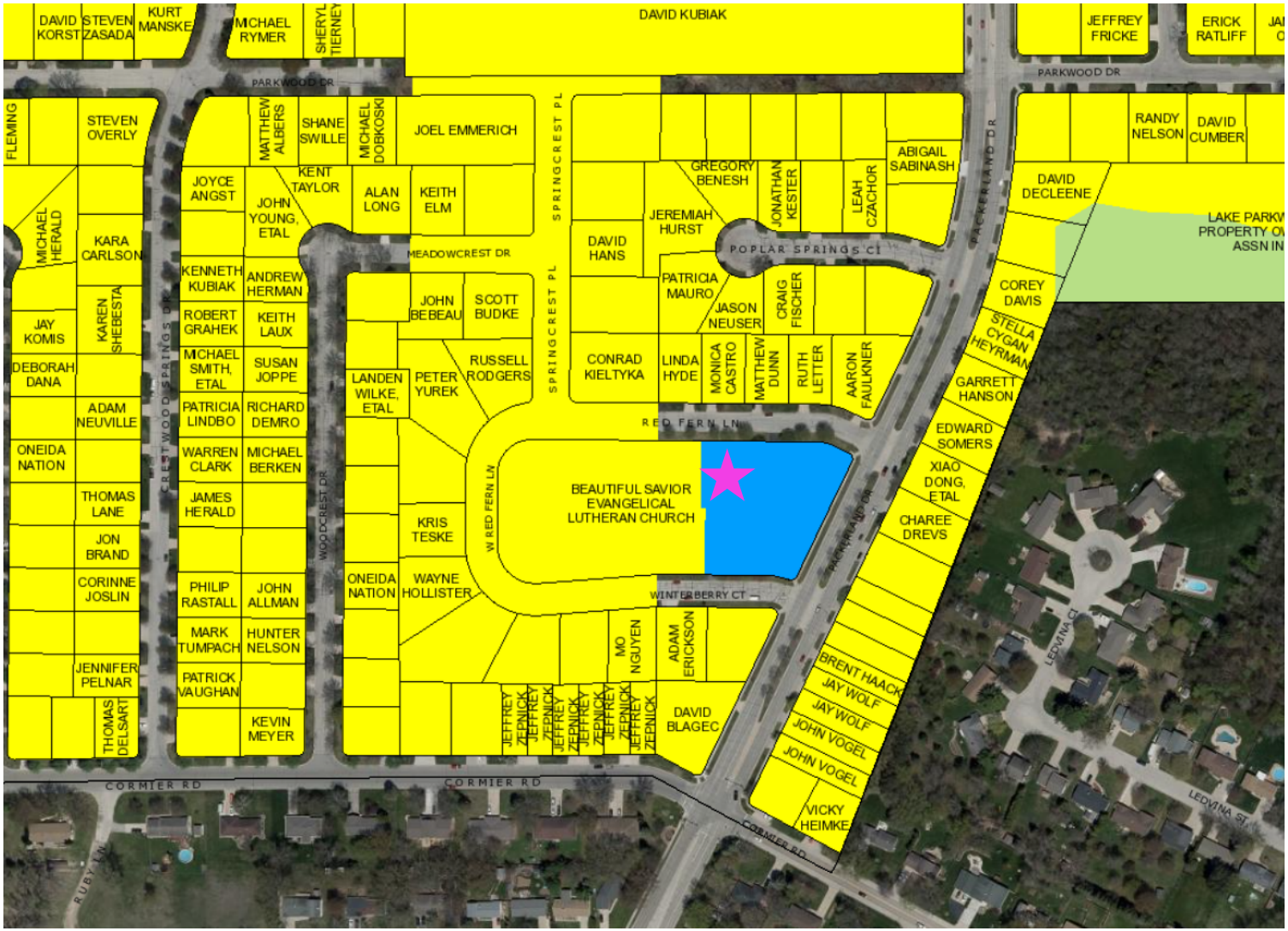
Subject Parcels

Notification Area 200'

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

Parcel Numbers:
6H-3394

Future Landuse – 2160 Packerland Drive

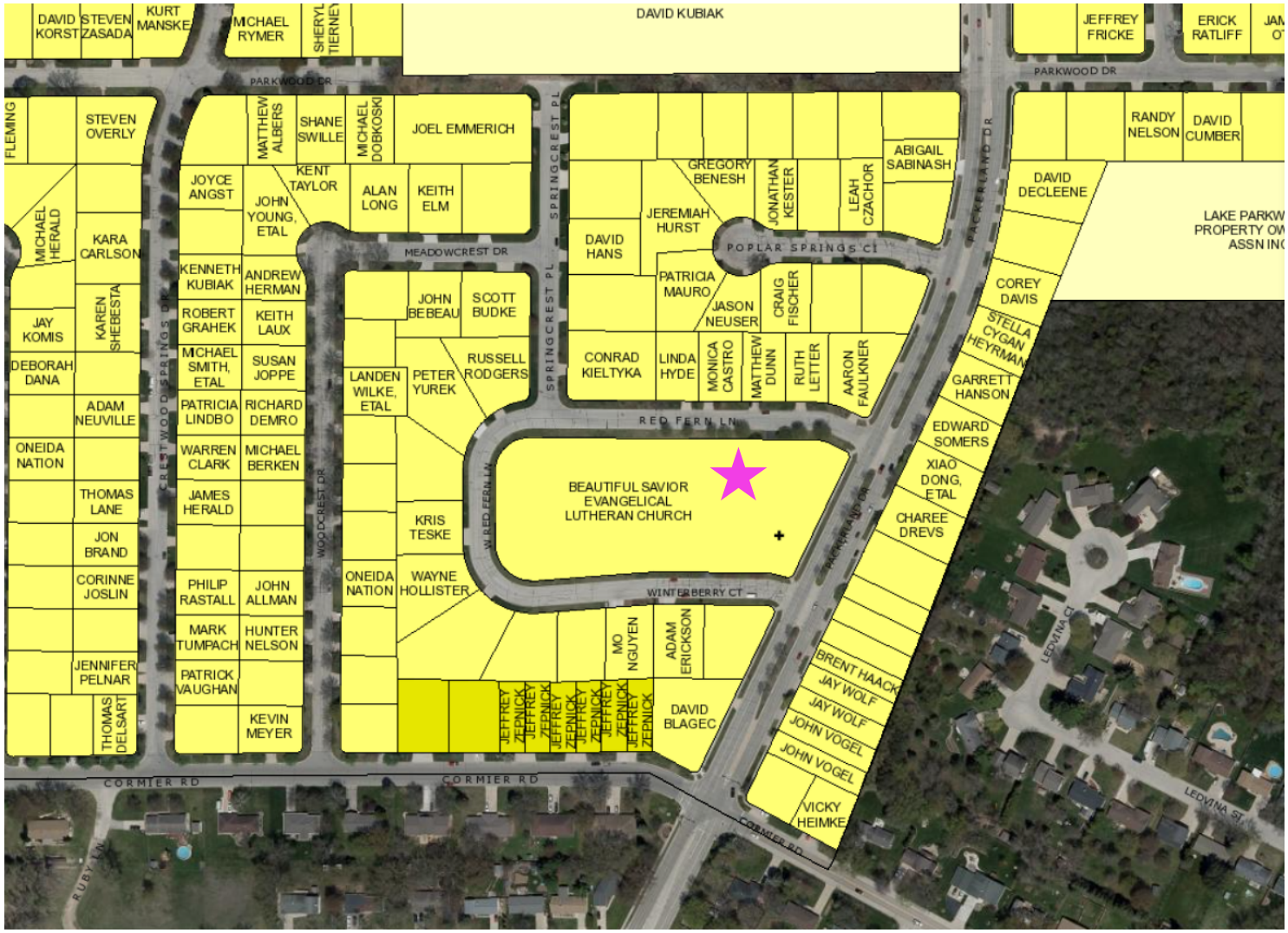


Future Landuse Legend

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

N

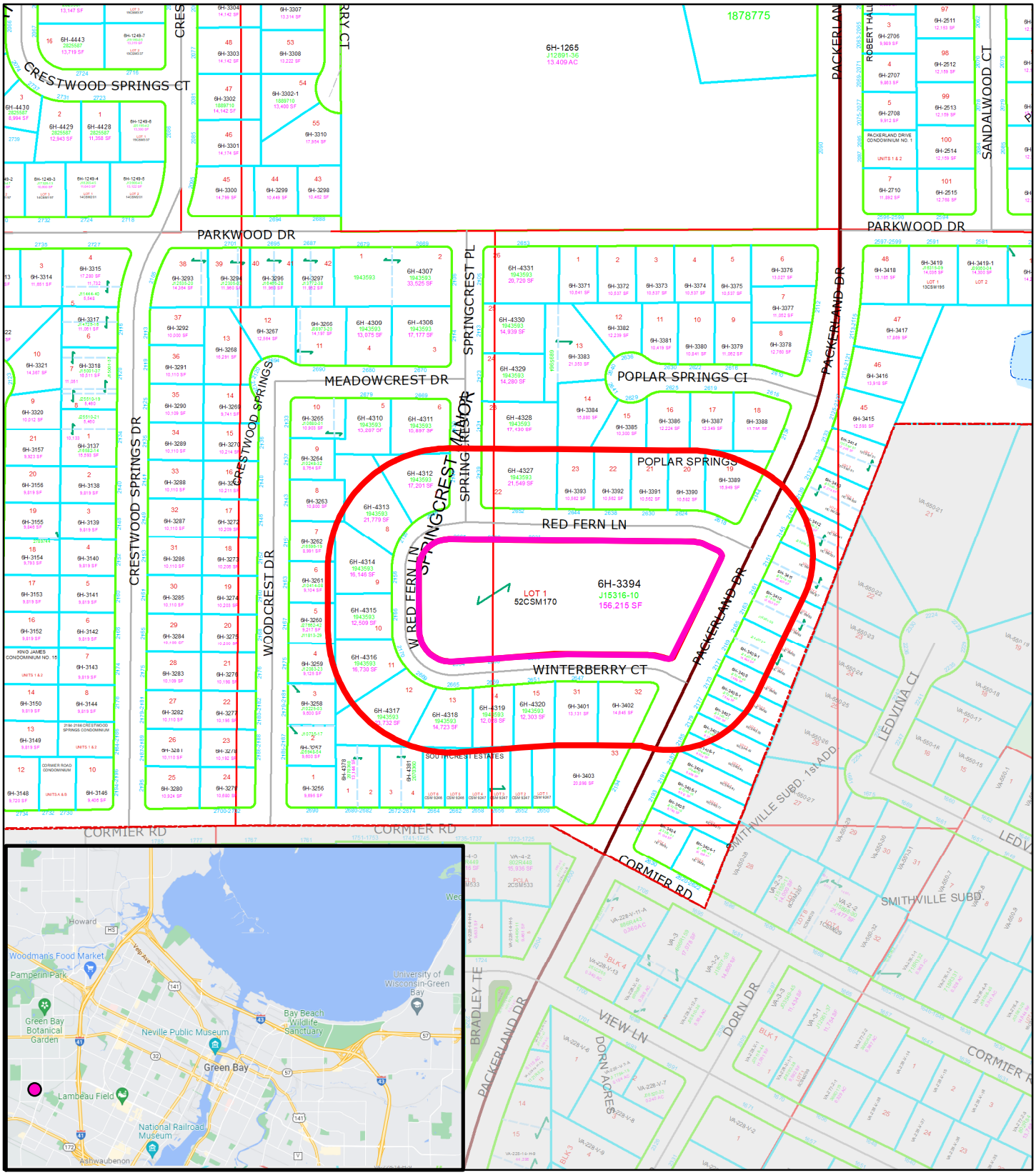
Current Zoning – 2160 Packerland Drive



Zoning Legend

- RR - Rural Residential
- R1 - Low Density Residential-New Lots
- R2 - Medium Density Residential
- R3 - Varied Density Residential
- OR - Office Residential
- NC - Neighborhood Commercial
- C1 - Commercial One
- C2 - Commercial Two
- C3 - Commercial Three
- D1 - Downtown One
- D2 - Downtown Two
- GI - General Industry
- S-RLI - Special District Light Industry
- LI - Light Industry
- BP - Business Park
- PI - Public Property / Institutional
- CON - Conservancy

N



N

(ZP 21-34) Zoning Petition
Rezone 2160 Packerland Drive
Beautiful Savior Evangelical Lutheran Church
Green Bay, WI, 54313

Feet
0 85 170 340

Subject Parcels

Notification Area 200'

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

Parcel Numbers:
6H-3394

BEAUTIFUL SAVIOR EV.
LUTHERAN CHURCH
Google

ZONING ORDINANCE NO. XX-XX

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 1460 SHAWANO AVENUE FROM LOW-DENSITY RESIDENTIAL (R1) DISTRICT TO PUBLIC INSTITUTIONAL (PI) DISTRICT (ZP 21-31)

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 the following described property located at 1460 Shawano Avenue from Low-Density Residential (R1) District to Public Institutional (PI) District:

That part of Private Claim Number 1, West Side of Fox River, and that part of Lots 38 and 39, Dousman and Elmore's Second Addition, City of Green Bay, Brown County, Wisconsin described as follows: Beginning at the southwest corner of Parcel A, Brown County Certified Survey Map Number 260 as recorded in Volume 1 of Certified Survey Maps, Page 461, as Document Number 604163; thence N64°-07'-45"W, 355.73 feet, along the northerly rights-of-way line of Shawano Avenue, (also known as State Highway 29); thence N19°-12-15"W, 14.17 feet, to the easterly rights-of-way line of Fisk Street; thence N25°-40'-50"E, 373.47 feet, along said easterly rights-of-way line of Fisk Street, to a northerly line of the parcel described in Brown County Document Number 2093407; thence S64°-17'-26"E, 135.00 feet, along said northerly line of Document Number 2093407, to a westerly line of said Document Number 2093407; thence N25°-40'-50"E, 190.54 feet, along said westerly line of said Document Number 2093407 and westerly line of said Document Number 2093406, to a southerly line of said Document Number 2093406; thence N64°-17-36"W, 135.00 feet along said southerly line of said Document Number 2093406, to the easterly rights-of-way line of Fisk Street (also being a westerly line of said Document Number 2093406);thence N25°-40'-50"E, 32.00 feet along said easterly rights-of-way line of Fisk Street, to a northerly line of Document Number 2124353; thence S64°-17'-36"E, 135.00 feet along said northerly line of Document Number 2124353, to a westerly line of Document Number 2124353; thence N25°-40'-50"E, 53.22 feet, along said westerly line of Document Number 2124353, to a northerly line of Document Number 2124353; thence S64°-16'-25"E, 251.17 feet along said northerly line of Document Number 2124353, to a westerly line of Document Number 2124353; thence N32°-15'-29"E, 22.49 feet, along said westerly line of Document Number 2124353, to a northerly line of Document Number 2124353; thence S31°-44'-32"E, 38.58 feet along said northerly line of Document Number 2124353, to the easterly line of said Lot 39, Dousman and Elmore's Second Addition; thence S25°-47'-13"W, 282.83 feet, along said easterly line of said Lot 39, to the northerly line of said Parcel A, Certified Survey Map Number 260; thence N64°-16'-25"W, 54.87 feet, along said the

northerly line of said Parcel A, Certified Survey Map Number 260, to the northwest corner of said Parcel A, Certified Survey Map Number 260; thence S25°-42'-01"W, 378.96 feet along the westerly line of said Parcel A, Certified Survey Map Number 260, to the point of beginning.

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

SECTION 3. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 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, Celestine Jeffreys

ms

Attachment – Map

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
December 21, 2021	David Buck, Staff

AGENDA ITEM # P.4

To rezone property at 702-730 North Quincy Street and 708 Harvey Street from the General Industrial (GI) District to the Public Institutional (PI) District. (Public Hearing held 12/13/2021)

BACKGROUND

Primary Address: 702-730 North Quincy Street & 708 Harvey Street

Alderperson / District: Ald. R. Scannell / District 7

Reason for Request: The establishment of a religious institutional use as well as the potential future expansion of public transportation uses.

Surrounding Zoning and Land Uses:
SUBJECT: General Industrial (G1) - Vacant, automotive repair & municipal transit center
NORTH: General Industrial (G1) & Varied Density Residential (R3) - Commercial, single, two & multiple-family homes
SOUTH: General Industrial (G1) - Industrial
EAST: Public/Institutional (PI) - Municipal transit center
WEST: General Industrial (G1) - Industrial

Comprehensive Plan: The 2022 Smart Growth Plan was amended on December 7, 2021, to designate future land-use of these parcels as well as others on the block to "other public or semi-public uses". The proposed zone change is consistent with the recommendation of the comprehensive plan.

Report: This request includes the rezoning of six (6) parcels comprising approximately 46,217 sq. ft. or 1.1 acres of property located at 702-730 North Quincy Street and 708 Harvey Street from the General Industrial (GI) District to the Public Institutional (PI) District.

The impetus for the request was an application for a Comprehensive Plan Land-Use designation change and a zoning district change from the current GI: General Industrial to PI: Public Institutional for properties at the southeast corner of North Quincy Street and Harvey Street (730 North Quincy Street and 708 Harvey Street) to allow the establishment of a religious institution/place of worship. Staff does not necessarily feel a religious institution/place of worship is the highest and best use at this location, but look at the request and area in a broader sense, and must consider the suitability of all uses permitted in the General Industrial (GI) District versus those of the Public Institutional (PI) District.

During analysis of the petition, it was discovered that the zoning for a substantial portion of the entire block was changed to the Public Institutional (PI) District in 2006, in support of the transit center development. But the six (6) parcels on the far western part of the block remained General Industrial (GI), one of which is being used as an access/driveway to the transit center from North Quincy Street. Staff believes the small size and configuration of these six (6) properties do not lend themselves to future industrial redevelopment even

if consolidated. It appears that the most logical and likely redevelopment of the subject properties are the expansion possibilities for the Green Bay Metro Public Transit Center or other public uses that can take advantage of the proximity to the transit center and downtown have included them as part of this petition. Of the six (6) parcels, five will be compliant with the PI district use regulations. The automotive repair business located at 712 North Quincy will become a legal nonconforming or "grandfathered" use.

Green Bay Metro Transit has been consulted and is in support of the zone change. Ald. Randy Scannell and property owners within 400 ft. have been notified of the meeting. A zoning action sign has been placed on the property, per Plan Commission policy. At the time of drafting this report, staff had received no objections to this request.

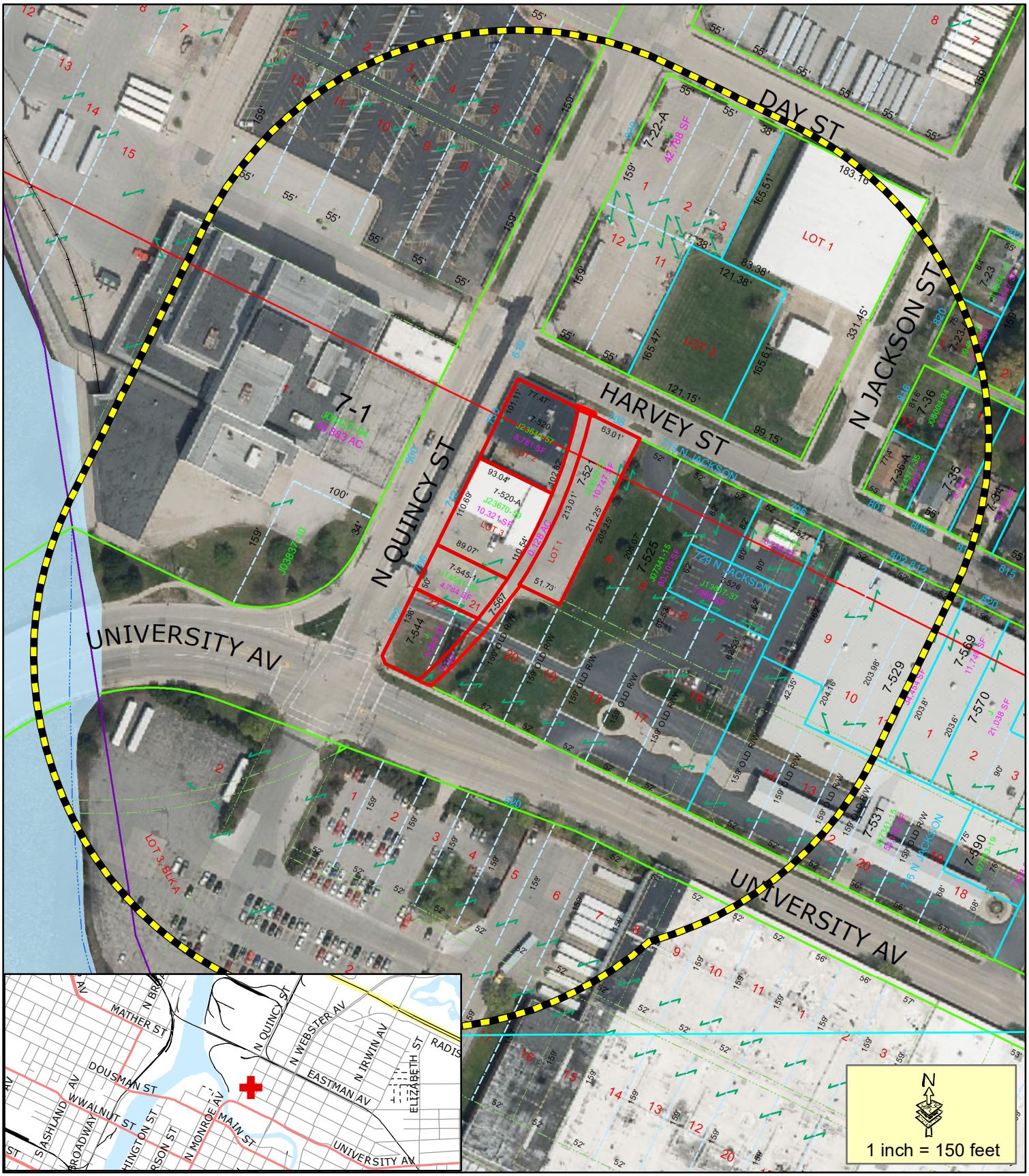
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 21-35 PropMap
2. DRAFT ZO 17-21 - Rezone 702-730 N Quincy and 708 Harvey



Proposed CUP

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 DB

Zoning Petition (ZP 21-35)
Proposed rezone from
GI to PI at 702-730
N Quincy & 708 Harvey

CITY OF GREEN BAY 1854 Titletown, USA

ZONING ORDINANCE NO. 17-21

AN ORDINANCE
REZONING PROPERTIES LOCATED AT
702-730 NORTH QUINCY STREET & 708 HARVEY STREET
FROM GENERAL INDUSTRIAL (GI)
TO PUBLIC INSTITUTIONAL (PI) DISTRICT
(ZP 21-35)

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 the following described properties located at 702-730 North Quincy Street and 708 Harvey Street from a General Industrial (GI) District to a Public Institutional (PI) District:

Tax Parcel 7-544: MC CORMICK & FLATLEYS SUBD PART OF LOTS 21 & 22 LYING W OF RR TRACK EXC N 50 FT THEREOF & ALSO EX J5810-29 FOR ST BLK B
Described area contains 5,968 square feet / 0.137 acres more or less.

Tax Parcel 7-545-1: MC CORMICK & FLATLEYS SUBD N50 FT OF LOTS 21 & 22 W OF RR BLK B & 1/2 VAC ALLEY ADJ NLY
Described area contains 4,784 square feet / 0.110 acres more or less.

Tax Parcel 7-520-A: LOT 3 OF 30 CSM 281 BNG PRT OF LOTS 1 & 2 BLK B & BNG PRT VAC ALLEY MC CORMICK & FLATLEYS SUBD
Described area contains 10,321 square feet / 0.237 acres more or less.

Tax Parcel 7-520: LOT 2 OF 30 CSM 281 BNG PRT OF LOTS 1 & 2 BLK "B" MC CORMICK & FLATLEY'S SUBD EX RR
Described area contains 8,781 square feet / 0.202 acres more or less.

Tax Parcel 7-521: LOT 1 OF 30 CSM 281 BNG PRT OF LOT 2 & ALL OF LOT 3 & N1/2 VAC ALLEY SLY BLK "B" MC CORMICK & FLATLEY'S SUBD EX RR
Described area contains 10,747 square feet / 0.247 acres more or less.

Tax Parcel 7-567: R-O-W OVER MC CORMICK & FLATLEYS SUBD LOT 2 BLK A & OVER LOTS 2,3,20,21 & 22 BLK B & OVER LOT 1 BLK C EX RDS & EX J13708-25
Described area contains 5,576 square feet / 0.128 acres more or less.

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

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

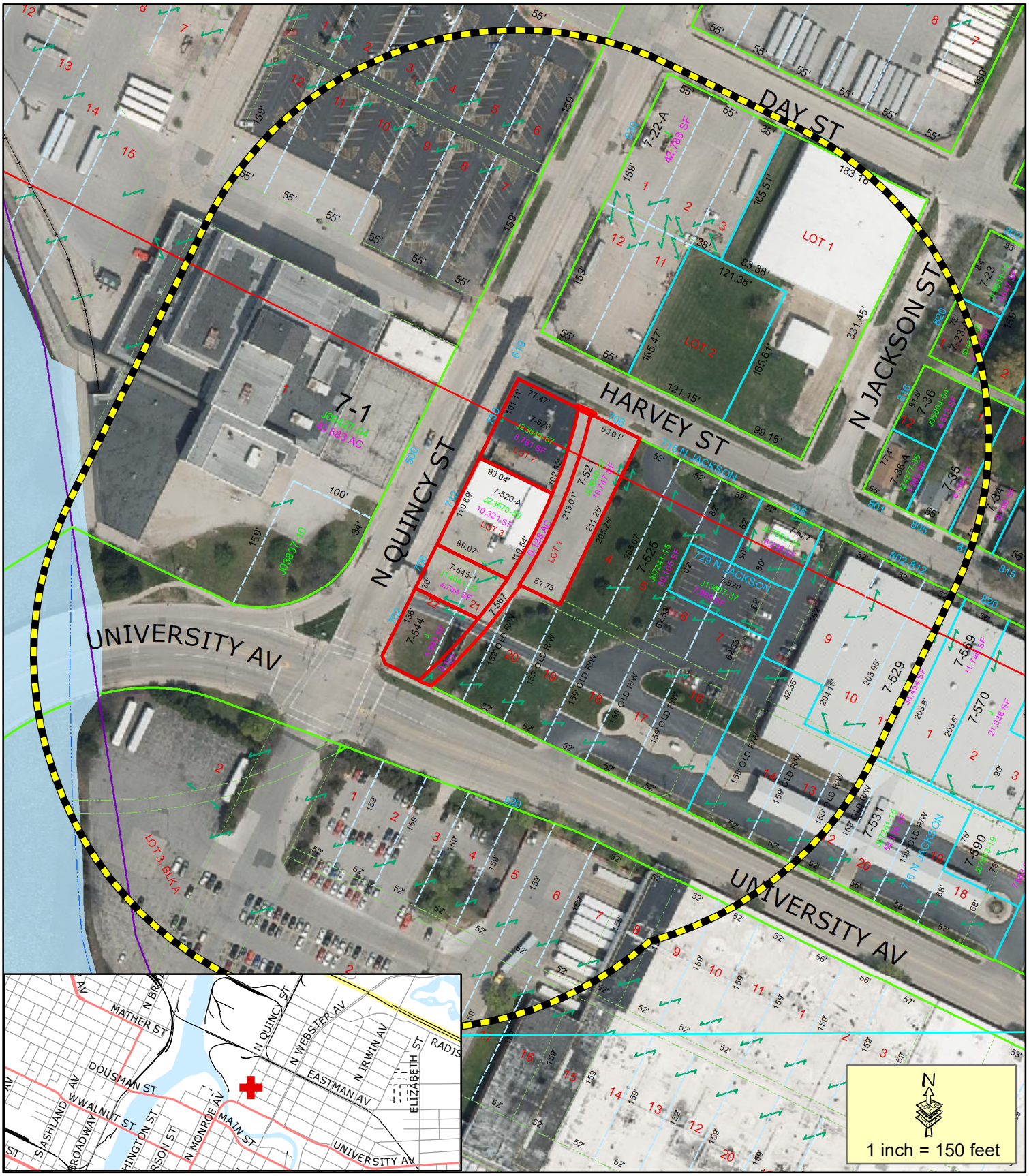
_____
Mayor

ATTEST:

_____
Clerk

Db

Attachment – Map



Proposed CUP

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 DB

Zoning Petition (ZP 21-35)
Proposed rezone from
GI to PI at 702-730
N Quincy & 708 Harvey

CITY OF GREEN BAY 1854 Titletown, USA

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
December 21, 2021	Paul Neumeyer, Staff

AGENDA ITEM # P.5

To authorize a Conditional Use Permit (CUP) for a shelter use in an Office/Residential (OR) District at 700 East Walnut Street, subject to the following conditions:

a. A maximum residential capacity of 58 or as allowable under the International Building Code (IBC). The temporary shelter use will be permitted to operate from November 1 through April 30.
b. If the shelter facility use at 700 East Walnut is discontinued, the operation is dissolved, or if St. John the Evangelist Homeless Shelter, Inc. no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the use but not limited to:
    1. Police calls and other documented safety concerns.
    2. Inadequate facilities.
d. Conformance with the submitted operating plan submitted by the applicant.
e. Compliance with all other regulations of the Green Bay Municipal Code.
f. A site plan be reviewed and approved by the Community Development Review Team (CDRT).

(Public Hearing held 12/13/2021)

BACKGROUND

Primary Address: 700 East Walnut Street

Alderperson / District: Ald. Randy Scannell / District 7

Reason for Request: To permit a women's shelter facility.

Surrounding Zoning and Land Uses:
SUBJECT: Office/Residential (OR) - Commercial building.

NORTH: Office/Residential (OR) - Low to medium density residential

SOUTH: Office/Residential (OR) - Low to medium density residential

EAST: Office/Residential (OR) - Surface parking

WEST: Office/Residential (OR)/Neighborhood Commercial (NC) - Low to medium density residential

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

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

Report: The subject property is located on the southeast corner of East Walnut Street and North Quincy Street. The site is comprised of one lot containing a total of 0.56 acres or 24,567 sq. ft. The approval of the request would allow for the repurposing one half of the former Micah Center for a women's shelter facility to be operated by the property owner. A narrative and operational plan from the applicant is attached within this agenda. A preliminary building analysis has also been provided regarding potential updates to the structure for occupancy.

In the review of the Conditional Use Permit (CUP), the Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan Commission to consider when reviewing a CUP:

1. *The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.*
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
3. *The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.*
4. *Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
5. *Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.*
6. *The conditional use shall have adequate parking facilities as specified in subchapter 13-1700.*
7. *The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable city ordinances.*

The use of communal living arrangements for four or more people is permitted with a CUP and must meet minimum criteria within the Code. The Green Bay Zoning Code requires in 44-1581. Congregate living uses, development standards for Dormitory in all districts:
(1) On-site services shall be for residents of the facility only.
(2) The maximum number of persons occupying the building shall not exceed four per bedroom with 50 square feet of sleeping area per resident, except that more than four individuals may be allowed per room if all said individuals are related by blood, marriage, or adoption. Rooms shall consist of enclosed places having walls that extend from the ceiling to the floor and an entry door.
(3) One bath and restroom facility for every eight individuals residing in the dormitory. The bath and restroom facility shall be located so that no individual is required to pass through a sleeping room other than their own in order to access the bath and restroom facility.
(4) One kitchen and dining area for every ten individuals residing in the dormitory.
(5) One laundry facility consisting of a minimum of one clothes washer, one clothes dryer, and a washbasin for every ten individuals residing in the dormitory.
(6) One common use area/lounge of at least 600 square feet in size for relaxation and recreation of the occupants for every ten individuals residing in the dormitory.
(7) If the dormitory use ceases for a period of 12 months or more, the conditional use approval will no longer be in effect. If construction and occupancy has not been completed and established within 12 months of the date of approval, the conditional use status of the property shall no longer be in effect. In the event of a natural disaster or emergency situation, as determined by the City of Green Bay, these regulations may be suspended for a term of not more than 12 months.

The wish of the applicant is to house 58 women in the facility and operate as a temporary shelter facility from November 1 to April 30. The applicant has consulted with an architect regarding building code compliance and documentation has been provided within this agenda packet. The remaining portion of the building will be used programing for the shelter on a year-round basis called Well Spring.

The Green Bay Municipal Code 44-1726, Figure 2, requires shelter facilities 1 space per 5 residents based on capacity plus 2 spaces per 3 employees on the largest shift. Surface parking is found on site south of the existing building and meets current parking requirements.

This proposed use is in compliance with the above development standards; however, staff is recommending conditions of approval listed below. Staff feels the proposed use is acceptable and consistent with existing land uses for the immediate neighborhood and meets the standards for CUP approval. The proposed use is directly south of 108 North Quincy Street, a site that was approved under ZP 20-40 for a women's recovery facility as part of the Jackie Nitschke Center.

Ald. Randy Scannell, the Navarino Neighborhood Association and adjacent property owners within 200 ft. of the subject area have been notified of the request. There have been no inquiries regarding this request as of the drafting of this report.

RECOMMENDATION

Approval of request, subject to:

1. A maximum residential capacity of 58 or as allowable under the International Building Code (IBC).

2. If the shelter facility use at 700 East Walnut is discontinued, the operation is dissolved, or if St. John the Evangelist Homeless Shelter, Inc. no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.

3. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the use but not limited to:
    1. Police calls and other documented safety concerns.
    2. Inadequate facilities.

4. Conformance with the submitted operating plan submitted by the applicant.

5. Compliance with all other regulations of the Green Bay Municipal Code.

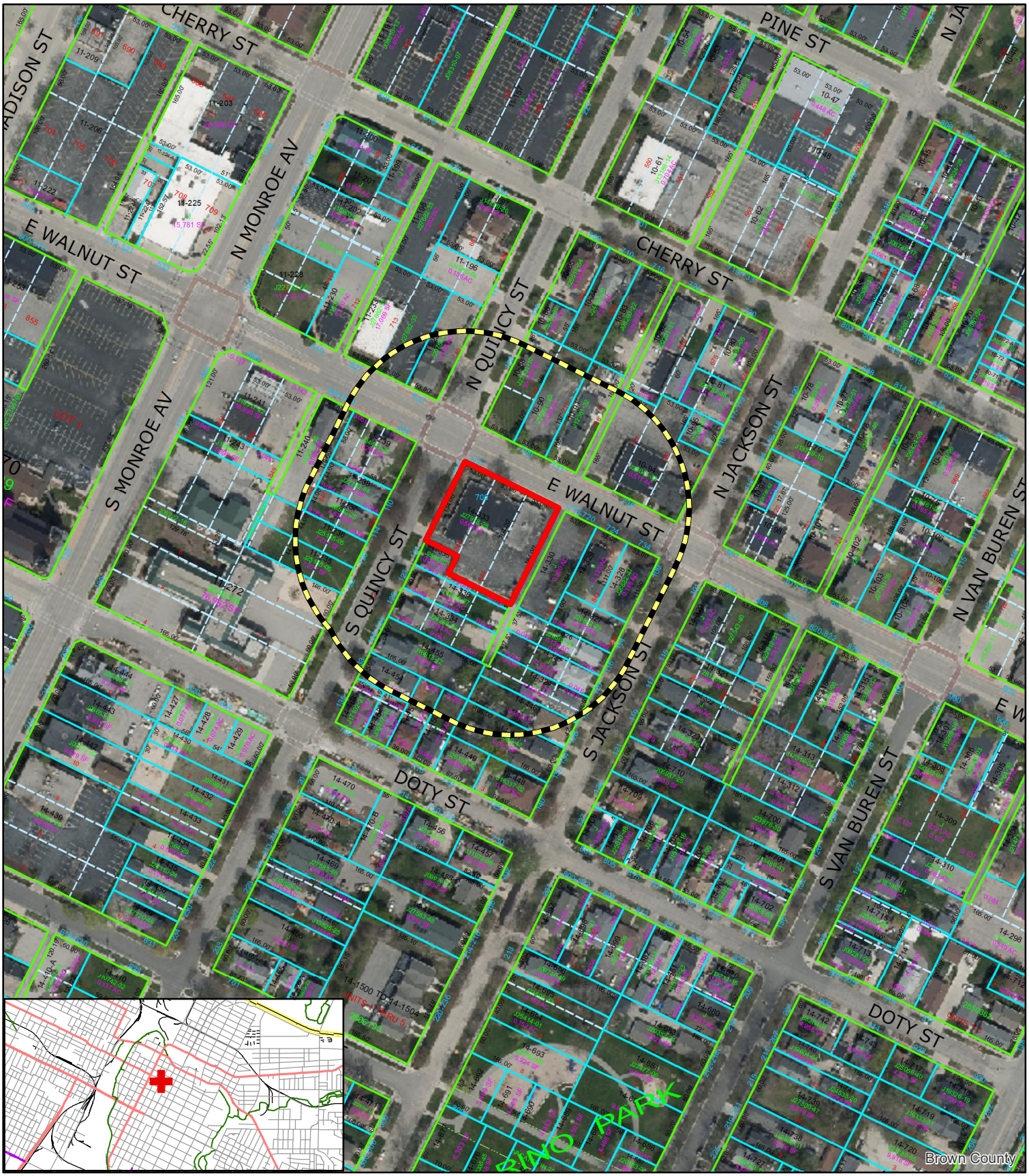
6. A site plan be reviewed and approved by the Community Development Review Team (CDRT).

FISCAL IMPACT

ATTACHMENTS

1. ZP 21-36 letter
2. SJEHS Operational Plan 2021

3. Guest handbook 2021
4. Floor Plan_Mission
5. Conditional Approval Letter 5-11-21 Micha Center



Zoning Petition (ZP 21-36)
Proposed Conditional Use Permit (CUP)
700 East Walnut Street

Subject Area

200' Property Owner Notice

N

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

ST. JOHN'S
MINISTRIES

St John the Evangelist Homeless Shelter

Operational Plan (2021)

Revised 12/6/2021

Mission:

St. John's ministries responds to those experiencing or at risk of homelessness (in the Green Bay area) in a way that honors their dignity, restores hope, and creates lasting change.

Vision:

Through a spirit of familiarity, rapport, and trust each person will leave better than they came.

Target Population:

- Individuals who do not qualify for main-stream shelter services because of criminal histories or other issues.
- Individuals with active alcohol/drug abuse issues.
- Individuals with chronic mental health issues.
- Individuals with co-occurring disorders.
- Individuals with a history of frequently cycling between the street and shelter.

Eligibility:

- Single adults 18 years and older. Families will be referred to the Crisis Center.
- The individual has no other housing option available to them at that time.
- The individual conducts himself/herself in a peaceful and respectful manner.
- The individual is not a registered sex offender.
- The individual provides complete intake information.
- The individual can provide complete self-care when presenting each night.
- The individual agrees to a background check, law enforcement and Department of Corrections notification of presence at the shelter, release of information for Brown County Health & Human Services, New Community Shelter and Outreach Health Care and signs the forms.
- The staff will consult with appropriate agencies such as law enforcement and Brown County Health & Human Services if there are any safety concerns.

Intake:

- The “St John the Evangelist Homeless Shelter Intake Packet” will be completed on admission. This includes, but is not limited to:
    - Brown County Homeless and Housing Coalition Common Intake Information Form
    - Release(s) of Information Form
    - Adult Hold Harmless/Indemnity Agreement
    - Grievance and/or Appeal Procedure.
    - TB Risk Assessment Form
    - Shelter Rules
    - Emergency Fire Procedure

- A background check is completed to identify any concerns and plan for safety.
- A copy of the individual's ID is placed in the file. If the individual has no ID, a picture will be taken and placed in the file. Individuals without a government issued identification card will then be assisted in getting one.

Extreme Weather Plan:

- The shelter will remain open during times when the weather, with wind-chill, falls below -40 degrees. In the event of subzero weather that does not meet these criteria, The Micah Center will extend their hours to provide service as necessary.

Emergency Overflow Plan:

- Since its inception, St. John's has provided offsite overflow accommodations, in partnership with local churches and nonprofits, to respond to the need when those presenting for shelter exceed St. John's CUP numbers. These overflow locations operated from 9pm-7am with St. John's staff present. St. John's current proposal allows St. John's to continue meeting the full need while providing consistent, identified locations. This will better serve first responders who otherwise needed to identify *which* location St. John's overflow was operating from.

Policies/Expectations:

- All guests are required to present to Micah Center (612 Stuart St.) or Wellspring (413 Dousman St.) the morning after they first present (or Monday morning if on the weekend) to complete orientation with a Case Manager. Orientation takes place at 9:00 am.
- Shelter opens each night at 5:00 pm. All guests are expected to check in prior to 9:00 pm. Any guests presenting after 9:00 pm will be denied entry unless granted prior approval by a Case Manager.
- Searches of coats/jackets, pockets, shoes, backpacks/bags and all other belongings will be performed by security staff at shelter entrance. Any items deemed to be potentially harmful will be held by security staff and will be returned to guest as he or she exits the following morning.
- No food or drink may be brought into shelter.
- Guests who attempt to bring alcohol, drugs or drug paraphernalia into shelter will be denied entry and items will be confiscated.
- All medications must be checked into the shelter med room. Guests will be allowed access during scheduled med calls: 6 pm, 8 pm, 9 pm and 6:00-8:30 am.
- There is no smoking allowed in shelter. Smoking is only allowed during scheduled smoke breaks: 6:45 pm, 8:45 pm, 9:45 pm and 7:00 am.
- Showers are available until 11:00 pm and after 5:00 am. Soap, shampoo and towels are provided. Please clean up after yourself in the bathroom.

- You will not be denied entry to shelter if you've been drinking. However, if security staff determines you are unable to provide self-care, you will not be allowed into shelter.
- All guests, staff and volunteers are expected to act in a respectful manner towards one another. If staff deems your behavior to be disrespectful or inappropriate, you may be exited from shelter.
- All guests are expected to be awake and out of shelter by 9:00 am.
- If you have any questions about any shelter rules or procedures, please ask a staff member.

Services and Programming:

- The shelter is open 5pm – 9am, 7 days a week, beginning November 1st. As a seasonal shelter, it closes each season on April 30th. [A scaled back, safe sleeping program is offered April 30th-October 31st. This program provides only access to safe sleeping.]
- The shelter provides a safe place to sleep and a high level of supervision.
- The shelter provides light meals, beverages, and snacks.
- There is an intentional focus on engagement with individuals and the development of a trusting relationship.
- Staff is trained to deal with safety concerns, issues around drugs and/or alcohol, and they possess conflict/crisis resolution skills.
- The Green Bay Police Department is a welcome partner presence on site at the shelter, as they desire.
- Security/Support staff are on-site during all hours of operation.
- Shower facilities, clothing, and personal hygiene products are available to all individuals.
- Programming currently includes:
    - Identifying and obtaining basic resources.
    - Case Management meetings and individualized planning.
    - On site mental health and substance abuse assessment and referral by Brown County Human Services one morning a week.
    - On-site mental health counseling (MORE- Mental Health Outreach Resource Expansion through Foundations services).
    - On-site medical services one morning a week.
    - On-site tuberculosis surveillance.
    - On-site weekly Veterans services
- The shelter also operates two year-round, comprehensive daytime resource centers, the Micah Center and Wellspring. These facilities provide a compassionate drop-in component with rigorous programming to assist individuals in taking steps towards self-sufficiency. Programs include:
    - Computer Lab
    - Education Lab with on-site tutors
    - Daily workshops
    - AA and Recovery Meetings
    - Doctor's office with on-site medical services

    - On site mental health treatment and counseling
    - On site Veterans services

Case Management Model:

- Engage and develop trusting, working relationships
- In partnership with individuals, assess their strengths and needs and develop a plan to address them.
- Advocate for individuals and facilitate referrals to community agencies for interim shelter, housing, mental health and substance abuse services, health care, and basic needs.
- Follow up with agencies regarding services.

Internal Documentation/Record Keeping:

- All individuals checking in for the night will sign-in. The information on the nightly log includes:
    - Legal Name and Date of Birth
    - Arrival and departure times
    - Medication check in
- The Nightly Log is faxed to the Green Bay Police Department daily.
- All pertinent information will be routinely entered in to Clarity, the WI HMIS database.
- Incident reports are to be completed on any atypical occurrence and are reviewed by the Associate Executive Director, Security Director, and Shelter Manager.

Staffing:

- A minimum of 6 staff in the evenings, and three overnight, are regularly assigned.
- Volunteers will provide support for food services, clothing and personal care product acquisition, assistance with bedding and showers. In addition, volunteers are encouraged to interact with guests.
- Staff and volunteers must meet established criteria and guidelines.

Critical Partnerships:

Brown County Homeless & Housing Coalition

- St. John's remains active as a member of the Coalition, serving on various projects and subcommittees to address the root issues of poverty and homelessness
- St. John's collaborates with other shelters and service providers on a coordinated assessment and intake form

Brown County Health & Human Services:

- St. John's provides a list of the individuals staying at the Homeless Shelter to Brown County Human Services each night.

Green Bay Police Department:

- A daily list of the individuals who spent the night are faxed to the Green Bay Police Department.
- Green Bay Police Department provides an on-site visible presence. Historically, Community Police Officers and Mental Health Officers have stopped in on-site multiple times a week.
- Green Bay Police Department provides support to St John staff in unusual situations such as persons known to be sleeping outside or who are a danger to themselves or others.
- Green Bay Police Department provides advice and input on Safety Plans.

Crisis Center

- The Crisis Center provides afterhours and weekend access to emergency County services.
- The Crisis Center provides the access point for individuals needing Diversion or Mental Health Center Services.
- The Crisis Center is a resource for emergency counseling/ intervention when an individual is expressing suicidal ideation/intention.

MORE Program

- St. John's provides referrals to the MORE Program which offers on-site mental health counseling and treatment services.
- St. John's notifies the MORE therapist immediately of someone needing crisis evaluation or those needing a referral for treatment options.
- The MORE therapist provides weekly counseling sessions to individuals as well as group therapy options at both the shelter and Micah Center.

Outreach Healthcare

- St John's provides a list of the individuals staying at the homeless shelter to Outreach Healthcare.
- St John's staff notifies Outreach Healthcare immediately of individuals with a high-risk TB assessment. Outreach Healthcare facilitates a timely and appropriate assessment of the individual.
- Outreach Healthcare provides routine TB surveillance, health care services and medical case management to the individuals at the homeless shelter weekly.
- Outreach Healthcare facilitates necessary medications, diagnostic procedures and specialty referrals.
- *During the COVID pandemic, St. John's and Outreach Healthcare work closely to monitor guests, screen for potential concerns, and ensure CDC guidelines are being implemented for the health & safety of the community.*

Neighborhood

- St Johns facilitates open communication with any concerned individuals in the neighborhood and addresses issues in a timely manner.

- The Security Director is available to the chair of the Neighborhood Association to discuss any concerns and to share shelter outcomes.

Probation and Parole

- St John's conducts a background check to identify anyone currently on probation and parole. A nightly sign-in log is submitted to WI DOC.
- Problematic behavior, improvement in behavior, verification and follow-through of required classes are reported to the individual's agent.
- If an individual on probation presents to St. John's smelling of alcohol, appearing to be intoxicated or displaying significant behavior change that may indicate use of illegal substances, it is assumed they are in violation of probation or parole. Their agent will be notified immediately. A second incident would result in notifying the agent again as well as a call to the Green Bay Police Department.
- Department of Community Corrections provides staff with annual training on probation and parole guidelines, preferred communication and a list of agents.

Veteran Affairs and Center for Veteran Issues

- St. John's provides a list of veterans to the Center for Veteran Issues and to Veteran Affairs as requested.
- The veterans-specific programs provides an on-site presence to assist with helping homeless veterans find employment and secure housing.

Landlords

- St. John's works actively with area landlords to promote and advocate on behalf of shelter guests.
- St. John's assists with security deposit and initial rent payments for qualifying individuals transitioning into their own apartments. St. John's provides home visits and ongoing case management, while mediating issues that may arise with the landlords, to assist individuals in transitioning into independent living.

Taskforces and Committees

- St. John's staff are active members of various committees addressing the systemic issues of homelessness.

This document is not intended to be all inclusive and modifications will be made on an on-going basis as appropriate.

GUEST HANDBOOK

2021-22

Guest handbook

Welcome to the St. John's Ministries family. We are here to assist you in your path forward, and hope you are willing to allow us to do so. As a guest of the shelter, we ask that you review the following handbook. It will explain the operations of the shelter, expectations of you as our guest, and supportive services we provide to help you move forward and achieve your life goals.

Our Mission: St. John's Ministries (SJM) responds to those experiencing or at risk of homelessness (in the Green Bay area) in a way that honors their dignity, restores hope, and creates lasting change.

Our Vision: Through a spirit of familiarity, rapport, and trust each person will leave better than they came.

Admission Criteria

1. Individual must have no other housing options at time of presentation. This includes available emergency housing at other area shelters.
2. Individual must be 18 years of age or older.
3. Registered sex offenders are not able to reside at the shelter due to our proximity to a school.
4. Any individual presenting in a threatening manner to self or others will not be allowed into shelter.
5. Any individual with an outstanding warrant must get it cleared to be eligible for shelter.
6. Individual must be able to provide complete self-care: feeding self, making own bed, walking, personal hygiene.
7. Anyone with self-reported or documented, untreated, active TB will not be allowed into shelter until proof of medical clearance is provided.
8. Individual must agree to a criminal background check, notification of law enforcement, Department of Corrections, and specific service agency contacts.
9. Individual must be willing to provide complete intake information and sign all documents/releases.

SJM Adult Hold/Harmless/Indemnity Agreement

Guests agree that they will abide by all rules posted or verbally conveyed and will not be in possession of any weapons, illegal drugs, drug paraphernalia, or other illegal, banned, or dangerous substances.

St. John's Ministries will not be liable for the actions of the guests during their stay in shelter and while on shelter grounds.

Random Search Agreement for Illegal Drugs and/or Drug Paraphernalia

While I am a guest at St. John's Ministries or while my belongings are at the shelter, they are subject to random search. I give my permission for my person, locker/bin and sleeping area, vehicle, and any other personal items on the property of St. John's Ministries and shelter bordering neighbors' grounds to be searched by St. John's Ministries staff, Green Bay Police Department, Brown County Sheriff's Department, and/or other reasonable law enforcement agency. I am aware and understand that this may also include the use of police dogs (canine unit).

I have been notified and am aware that this facility is monitored by security cameras.

Grievance Policy and Procedure

All guests or potential guests have the right to submit a grievance regarding denial of admission, termination of residency, or other conditions of their stay which they wish to have reviewed. A grievance is defined as any dissatisfaction or problem a guest may encounter with any staff, volunteer, service or other guest of St. John's Ministries. If a guest has a grievance, he or she is asked to follow these steps:

1. Contact the shift lead and attempt to verbally resolve the situation.

2. Ask the shift lead for a grievance form. Fill it out and return it to the shift lead or shelter leadership within 24 hours. Failure to do so, or failure to stay in touch throughout the grievance process, will be considered a denial of request for grievance.

3. The staff member who receives the grievance form must notify the Shelter Manager and provide the form within 24 hours.

4. The Shelter Manager will hear and respond to the grievance within 48 hours of receipt. The grieving party, witnesses and any other involved party will be given the opportunity to speak.

5. If a guest wishes to appeal the grievance resolution of the Shelter Manager, it will be heard by the Associate Executive Director. The appeal will be heard and resolved within three days.

6. Shelter staff and the grieving party will be advised of the outcome set forth in the above timetables. If the grievance involves something other than the denial of admission or the termination of residency status, the Associate Executive Director is authorized to relax the time frame as is appropriate for the benefit of all involved.

Shelter Rules

- Shelter is open 5 pm to 9 am daily. Guests are expected to be in shelter every night by the 9 pm curfew, unless a late curfew has prior approval by case management. Guests arriving after curfew will be denied shelter.

- Searches of coats/jackets, pockets, shoes, backpacks/bags and all other belongings will be performed by security staff at shelter entrance.

- Guest confidentiality is of primary importance at St. John's Ministries. Staff does not share guest information with anyone unless we have a signed Release of Information from that guest. Similarly, all guests are expected to respect the confidentiality of his or her fellow guests and not share any information about them outside shelter.

- Possession and/or use of alcohol, vaporizers, drugs or drug paraphernalia, and/or controlled substances (without a prescription) is not allowed in the shelter or on St. John's Ministries property. If a guest presents with alcohol, it will be confiscated, and guest will not be allowed entry that evening. Police will be notified if any illegal substances or paraphernalia are confiscated, and the guest will be required to leave the shelter.

- Guests are not allowed to bring any food or beverages into shelter. Any food items brought in must be consumed prior to check in or will be disposed of.

- All medications must be in original prescription med bottles with guest identification. All meds, except nitro, inhalers, or skin creams MUST be checked in upon entry and will be returned at time of exit. Medications will be made available to guests at regular med call times throughout the evening and morning. All medications must be taken in the med room during designated times, in view of shelter staff. Guests are responsible for getting their meds at the posted open times. Any passing of medication to others will result in an exit from

shelter. Over-the-counter medications are allowed to be checked in, provided they are brought into shelter in their original, sealed bottle or blister pack.

- Concealed weapons are not allowed in the shelter or on the property, including in guest vehicles parked in the shelter lot. All weapons, including pocketknives, box cutters, scissors, etc., or any items deemed by staff to be potentially harmful, must be checked in upon admittance. Guests may retrieve them when leaving shelter, the following morning. If any type of concealed weapon is found within shelter it will be confiscated. Guest will be asked to leave and must meet with the Security Director the following morning to discuss reentry plan.
    - If a guest is asked to leave for the night and is believed to be a danger to self and/or others, any weapons in the shelter's possession will not be returned during this time.
- Razors, hair spray/aerosol cans, chains, and anything else deemed potentially harmful or dangerous by staff will not be allowed in shelter and will not be checked in.
- Guests with cars: License plate number, copy of a valid driver's license, proof of insurance and a description of the vehicle must be given to staff. A car may be parked on-site only after the required verification is on file. No people or animals may linger or sleep in vehicles. Guests who have been drinking are not allowed to park on St. John's Parish or St. John's Ministries property. Police will be notified if any guest attempts to leave the shelter (driving) while intoxicated or under the influence of drugs.
- Bikes must be taken with the guest upon exit or they will be recycled.
- Smoking is not allowed in the building. Supervised smoke breaks will occur at scheduled intervals: 6:45 pm, 8:45 pm, 9:45 pm and 7:00 am. Smoke breaks will last 10 minutes but may be shortened at security staff's discretion.
- Propping doors open or smoking inside the facility is not allowed. Anyone smoking inside the facility will be asked to leave and must meet with Security Director the following morning to discuss reentry.
- Outside smoking area is to be kept clean of butts and debris.
- Guests are not allowed to enter cars during smoke break and must remain in designated smoking area.
- Guests must inform staff of work schedule, classes, meetings, appointments, etc. that may make you late or require you to leave shelter. Case managers must verify requests to leave the shelter with the intent to return that evening, arrive after curfew and/or need a bag lunch.
- Bus passes: Can be provided by case manager for verifiable appointments. Bus passes are determined on a case-by-case basis.
- Everyone is responsible to maintain a clean environment. Guests must assist by doing daily chores. These are assigned at check-in.
- Positive Choices Group will be offered from 9:00-9:30am each morning for guests who came into shelter under the influence the night before. Guests will be signed up upon entry. It is guest's responsibility to attend group the next morning. If guest chooses not to attend, guest must exit shelter at 8 am and three chores will be required the next night in. Anyone may choose to attend this group to start the day positively and help them plan their day.
- Guests are not allowed in the kitchen, storage areas, or staff offices unless approved by staff.
- Personal computers, tablets, cameras, video games and the recording or capturing of videos/pictures is not allowed in shelter.

- Outlets on the gym floor and in sleeping areas are not to be used to charge guest cell phones or other devices. These should be handed to staff to be charged in the staff office. All guests should be respectful of others when using cell phones at shelter, particularly in the sleeping areas. Failure to do so may result in the phone getting confiscated while the guest is in shelter.

- Respectful treatment of staff, volunteers and guests is always expected. Physical violence, physical contact, threatening behavior, swearing, racial slurs, using obscene gestures and/or intimate displays of affection are not tolerated and may result in exit.

- All guests must respect the neighborhood and its residents. Any guest reported to be cutting through yards or parking lots, urinating in public, hiding alcohol or belongings in bushes, entering buildings uninvited, in non-compliance of public building rules etc. may lose the privilege of staying at St. John's Ministries.

- Anyone choosing to leave the facility unsupervised by staff once checked in for the night will not be allowed back inside until the following evening. This includes going outside for any reason without prior staff approval.

- If staff exits a guest for any reason, the guest must come to Micah Center the following day to meet with the Security Director to determine the length of exit. It is guest's responsibility to follow through on this. Re-entry will not occur without this meeting.

- Multiple exits or exits resulting from violent or threatening behavior may result in the denial of shelter services for the remainder of the season.

Orientation to Shelter

- **Phone messages:** Guests may receive phone messages for jobs and emergency contact at Micah Center, Wellspring and shelter. For reasons of confidentiality, staff is not able to identify guests to callers. A message will be taken, and the guest will be notified when they arrive. The shelter phone number is 920-436-9344.

  A shelter phone is available for guest use. Please be respectful of others when using the guest phone and keep calls as brief as possible.

- **Lunches:** Lunches may be available for guests who are working. To receive a lunch, please sign up the night before on the list posted by the kitchen. You must sign up each night to receive a lunch the following day.

- **Guest Supply Request Form:** Request forms are available in the evening for guests requiring clothing items, coats, backpacks, hygiene supplies, etc. After a form is filled, guest's items will be bagged and labeled, and made available on the rack next to the kitchen. Guests may also receive a referral to St. Vincent de Paul from their case manager to get clothing items not available at St. John's Ministries. Requests may be denied if excess items are obtained.

- **Laundry:** Each night, a limited amount of laundry bags will be given out for guests to get their laundry done. Bags will be distributed at 7 pm on a first come, first served basis. Upon receiving a bag, please fill it and return it to the laundry room immediately. If your job precludes you from being at shelter during laundry times, you may ask staff to hold a laundry bag for you. Laundry services may not be available on some nights at shift lead's discretion.

- **Showers:** Showers are available until 11 pm and after 5 am. Soap, shampoo and towels are provided. Please be sure to clean up after yourself in the bathroom.

- **Wake-up calls:** Guests may sign up for a wake-up call. The sign-up sheet is located near the kitchen. When signing up, please write legibly and include your name, bed location and time you need to be awoken. Staff will make one attempt to wake guest.

- **Mail:** Guests can receive mail at St. John's Ministries. However, St John's Ministries does not handle outgoing guest mail. Mail can be sent to guests at: 411 St John Street, Green Bay, WI 54301. Mail will be returned after 30 days if not picked up.

- **Meal Hours:** Dinner will be served from 5:45-7:15 pm. Only snacks will be available after 7:15 pm unless proof of job, school or verified appointment is provided to staff. A continental breakfast will be served between the hours of 6:15-7:45 am. All mealtime exceptions must be job, school, recovery or specific meeting related and approved by staff.

- **Eating Area:** No eating is allowed in the sleeping or TV areas. Guests are only allowed to eat at the tables, never in recliners. Food cannot be stored in bins or sleeping areas.

- **Medication room**: Med Room will be open during the evening and morning hours so guests may have access to their medications. Med room times are 6 pm, 8 pm, 9 pm (bedtime meds only), and 6-8 am. Guests needing to take their meds are expected to be in line at med call times.

- **Appropriate Clothing:** A top, bottom and slippers/socks must always be worn. Clothing that doesn't cover the body appropriately or is otherwise deemed by staff to be offensive is not allowed.

- **Bunks:** Bunks in sleeping rooms will be assigned. On the first night of arrival a guest will receive a bin of bedding. It should be clearly labeled with the first name and first three letters of the last name. Prior to lying down, guest must properly put the fitted sheet on the mattress. All bedding must be stripped off bed and stored in guest bin in the morning, and mattress wiped down with a disinfectant wipe. Exception: guests in the stability rooms may keep their beds made.

- **Bed linens:** (sheets and pillowcases only) change procedure (Sunday and Wednesday night). Clean linens will be made available while dirty linens are to be placed in designated green bins.

- **Hygiene:** A minimum of three showers per week is required and daily showers are preferred. This is for personal cleanliness and for the courtesy of others staying at the shelter.

- **Guest personal belongings**: A tote is available to store items. All items that do not fit in the space assigned will need to be stored at an off-site location. All valuables (ID's, bus passes, etc.) must be kept with an individual – not left in totes. **Any personal clothing or items left more than one night will be recycled as time permits.** Personal papers and ID's will be saved and placed in guest folders by staff. If a guest returns after their items have been recycled, they can fill out a request form, but requests cannot be made for specific recycled clothing items. A general request will be filled on the same schedule as other guests. Personal belongings must fit in the tote, with no overflow, and be neatly arranged.

- **Case Management Appointments**: Guests must schedule Case Manager appointments. Immediate needs can be addressed by sign-up at Micah Center or Wellspring daily. Regular meetings to discuss your needs or goals, workshop attendance and goal follow through are required to remain in shelter. Guests are asked not to interrupt a case manager during a scheduled meeting with another guest. Sobriety is required during all case management meetings.

- **Lights Out:** In the main floor living area: Lights will be dimmed at 9:30 pm nightly. Lights will be turned off at 10:30 pm Sunday through Thursday and 11:00 pm Friday and Saturday. Lights may be turned down early at staff's discretion.

  In Sleeping Rooms: PMs: Overhead lights will go off at 7:30 pm, lamps will go off at 10 pm. AMs: Lamps will go on at 6:00 am, Overhead lights will go on at 7:00 am.

- **Smoke breaks**: Only during designated times/staff present: 6:45 pm, 8:45 pm, 9:45 pm and 7:00 am. Smoke breaks will last up to 10 minutes, and guest must re-enter when directed by staff.

- **Contributions**: It is required that guests complete a daily contribution/chore every day which is assigned at the time of sign-in. Consideration will be made for disabilities. If the guest fails to complete their listed chore, two contributions will be assigned for the next night in. Repeated failure to complete assigned chores may affect guest's eligibility at shelter.

- **Providers:** Outreach Healthcare (nurse practitioner for health care needs, and medical case manager for eyeglasses and dental care), Brown County Case Management, Foundations (Mental Health Therapist) and PATH (Mental Health Outreach Worker), and Veteran services may all be available (if guests sign up) on-site each week Tuesday mornings from 7:30-9:30 am. Sign up for all services is required ahead of time. Sign-up on Monday evening.

- **Check In**: Guest must check in and check out of shelter each day. Guests must be in shelter by 9:00 pm each night, and must be awake, have belongings and bedding put away, and checked out by 9:00 am.

Termination of Services

Grounds for termination of services are based on shelter rules and regulations that are covered during the initial intake process and may include, but are not limited to the following:

- Providing false, incomplete or otherwise misrepresenting information regarding themselves: other housing options, inaccurate name and birthdate and registered sex offender status.
- Continued inappropriate behavior after repeated warnings.
- Threats or any behavior that is meant to intimidate staff, volunteers or other guests
- Physical altercation while on-site.
- Not cooperating with police while staying at shelter.
- Lack of follow-through on goals with case management
- Rejecting other housing options

St. John's Ministries staff reserve the right to end any guest meeting, interaction or nightly stay if the guest is found to be threatening, demonstrate undue belligerence, or has become too upset or agitated to remain in shelter without causing undue stress and anxiety to other guests. Guest will be referred to Crisis Center if needed or police will be called.

The procedure listed below will be followed if the staff feels a termination or limitation of services is warranted:

- If negative behaviors continue or escalate after staff attempts to de-escalate a situation, guest will be warned and perhaps exited for the evening.
- Multiple exits during the season may result in the inability of guest to return for the remainder of the season. If significant threatening behavior is demonstrated by the guest, he or she will be exited from the shelter for the remainder of the season – even if this is the first incident.
- If a guest initiates conversation with the Security Director to discuss possible return, the discussion will be based on guest's willingness to address issues that resulted in his/her exit from shelter. Several conversations may need to take place before guest could potentially return to shelter. The Security Director will make the final decisions regarding the ability of guest to return after final exit.
- At any point in time, a grievance may be filed in response to a termination of services.

Programs

- **Stability / Employment Programming Room**
  Guests who are employed and/or actively working on their mental health stability or AODA recovery or focusing on their jobs/income and work on budgeting their money, while remaining totally sober may be eligible for the Stability Room within the shelter. Guests must be working on stabilizing themselves and their lives and be open

to the support and guidance from others who are also experiencing issues in their life. Applications are available from case managers.

Micah Center

The Micah Center is a year-round daytime resource center for adults who are experiencing homelessness or who are at risk of homelessness. St. John's Ministries guests are encouraged to use this valuable resource. Services offered include case management, computer lab, medical exams and screening and various workshops.

The Micah Center is located at:

612 Stuart Street
Green Bay, WI 54301
Phone: 920-617-8700
Fax 920-617-8701

The Micah Center is open Monday through Friday from 8:30 am to 4:30 pm during the emergency shelter season (November 1 to April 31) and from 7:00 am to 3:00 pm during the non-emergency shelter season (May 1 to October 31).

Wellspring

Wellspring is a daytime resource center for women in the heart of downtown Green Bay. The center provides a peaceful, caring place to connect with other women who are facing similar issues and difficulties, especially when their lives get very challenging. For many women in transition, Wellspring serves as another family, a place to belong, a friend away from home – with programming focusing on mind, body and spirit.

Wellspring is located at:

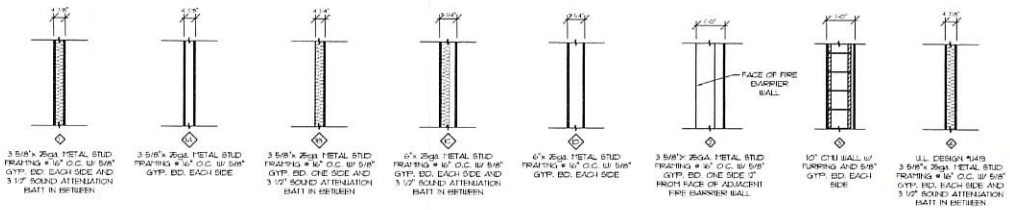
413 Dousman St
Green Bay, WI 54303

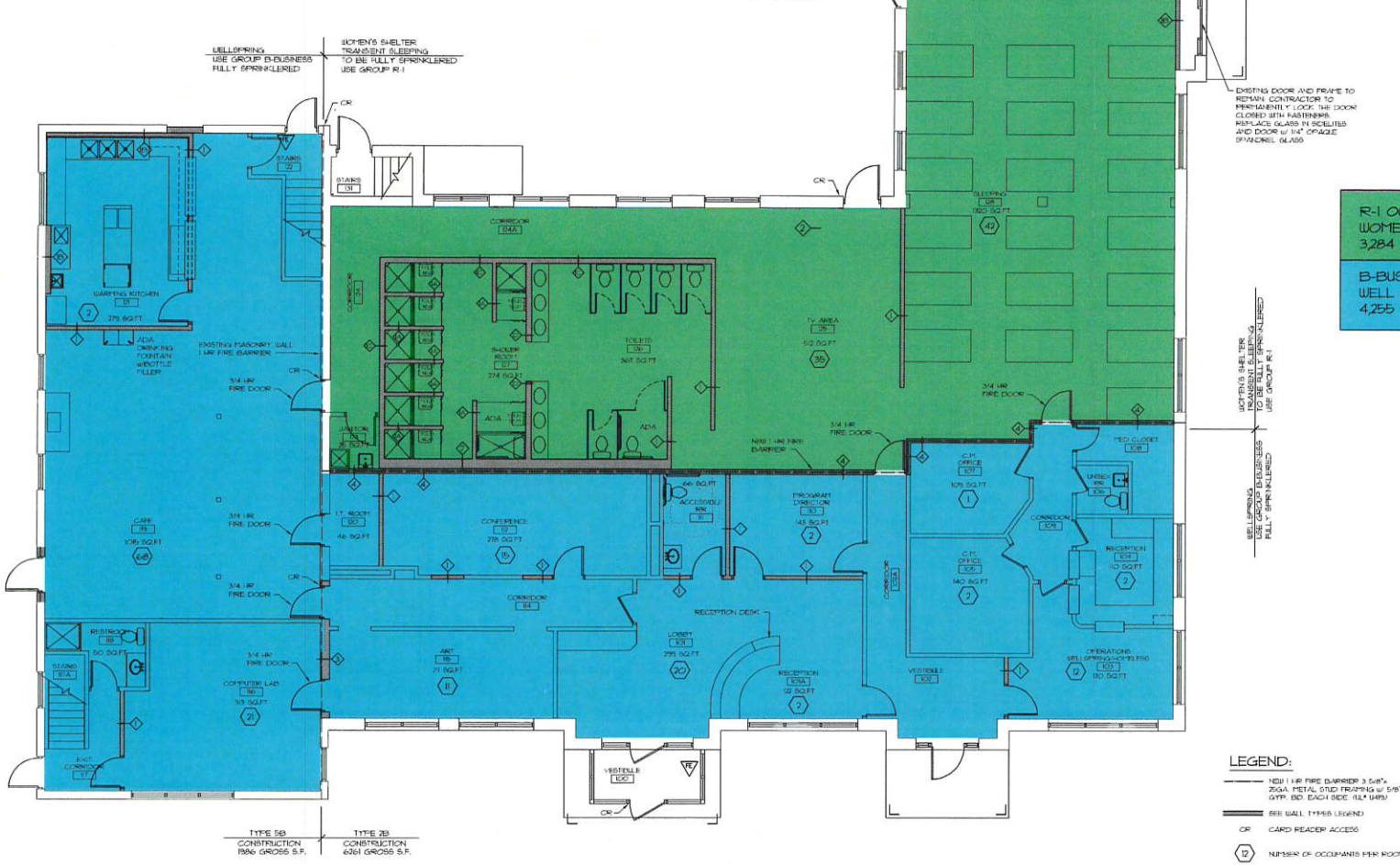
Phone: 920-857-9587
Fax 920-770-0919

Wellspring is open Monday through Friday from 8:30 am to 4:30 pm during the emergency shelter season (November 1 to April 31) and from 7:00 am to 3:00 pm during the non-emergency shelter season (May 1 to October 31).

WALL TYPES

NOTE: ALL WALLS ARE TO BE FULL HEIGHT, FLOOR TO BOTTOM OF DECK ABOVE, AND BE SEALED SMOKE TIGHT UNLESS NOTED OTHERWISE





1 RENOVATION FLOOR PLAN
SCALE: 3/16" = 1'-0"

ST. JOHN'S MICAH CENTER
700 EAST WALNUT STREET
GREEN BAY, WI 54304

RENOVATION FLOOR PLAN

SET TYPE	DATE	REVISED	JOB NO.
PRELIMINARY	11/8/2021		2202-0004
FINAL REVIEW			DRAWN BY
BID DOCUMENT			D.J.B.

ARCHITECTS GROUP LIMITED
1825 South Webster Avenue Suite 202
Green Bay, Wisconsin 54301
www.agl-gb.com
920-432-1232 FAX 920-432-7283

1.3

11/11/2021 1:36:14 PM

St. John's Ministries

- We will act justly, love mercy, and walk humbly.
- We will strive to do what is right in the eyes of God and others.
- We will carry one another's burdens.
- We will use whatever gifts we've received to serve.
- We will value others above ourselves, looking to the interest of others.
- As we have been loved, so we will love one another.
- We recognize we form one body and belong to one another.
- We will fix our eyes not on what is seen but on what is unseen.

Vision: Through a spirit of familiarity, rapport, and trust, each person will leave better than they came.

City of Green Bay
Department of Community and Economic Development

May 11, 2021

Customer 1:
Carl Winnekins
Architects Group Limited
1825 S Webster Av
Green Bay, WI 54301

Property Owner:
ROB FRAZIER
ST JOHN THE EVANGELIST HOMELESS
SHELTER INC
1825 RIVERSIDE DR
GREEN BAY WI 54301

700 E WALNUT ST..14-333
MICAH CENTER
BUILDING - IIB & VB Construction, B w/ R1, Fully Sprinkled - Level 3 Alteration w/ Partial Change of Occupancy

Project #104663/Plan #26531
Review Fee: $600.00
Building Area: 50,000 Cu.ft. or larger, 2 floors
Project Area: 5,953 SF

CONDITION
APPROV
CITY OF GREEN BAY,
Inspection Division

Re: BUILDING - IIB & VB Construction, B w/ R1, Fully Sprinkled - Level 3 Alteration w/ Partial Change of Occupancy including the following element(s): SBD-118 and Plans

The submittal has been reviewed for conformance with applicable Wisconsin Administrative Codes and Wisconsin Statutes. The submittal has been **Conditionally Approved**. The owner, as defined in chapter 101.01(2)(e), Wisconsin Statutes, is responsible for compliance with all code requirements.

The following conditions shall be met during construction or installation prior to occupancy or use:

- **Note, the plans were submitted and subsequent revised sheets CC and 1.3 were submitted. The revised sheets were added to the plans and the voided sheets removed.**

- **The building was B and will be partially changed to R1. The building will be fully sprinkled. Please read this letter carefully. <u>There are conditions of approval that shall be met prior to permitting.</u>**

- **This conditional approval is contingent on the approval of a site plan that depicts the change of use. The site plan is to be submitted to and reviewed by the City of Green Bay. <u>Permits CANNOT be taken out until the site plan is approved.</u>**

• One set of approved plans must be kept at the building site and available to the City of Green Bay Inspectors during construction. Per SPS 361.33, these plans are also required by code to stay with the building at all times for both current and future owners. The plans shall be open to inspection by the department or authorized representative, such as Building Inspectors, Fire Marshals, etc. **Not having the plans on site will result in postponement of the inspection until they are provided and result in a $50 reinspection fee.**

• To expedite plan reviews, starting in 2021 plans reviewed under the International Existing Building Code, 2015 Edition, will require a short narrative of the alteration, spaces altered, changes of occupancies or additions the project will undertake. Please include in the narrative on the plans, in addition, the following information is required on the plans: the project's occupancy or multiple occupancies, adjacent occupancies to the buildout, and occupancies both above and below the area to be altered. Include all fire rated assemblies, vertical and horizontal, that are in place or to be installed. The narrative shall be on the plan set code page, life safety page, title page, or where applicable for early viewing in the plan set.

• Listed firestop systems are essential to the life and safety aspect of the building. The General Contractor shall have on site prior to construction the approved firestop systems and product cut sheets that will be used on the project. This information shall be available to the inspectors upon request. **Failure to provide the cut sheets will result in postponement of the inspection until such cut sheets are provided and a reinspection fee of $50.**

• In accordance with City of Green Bay Municipal Code 13-1815(b&c), both ground and roof mounted mechanical/utility equipment shall be screened. Per the municipal ordinances, ground-mounted equipment shall be screened by a decorative wall constructed of materials compatible with the overall architectural design of the development and softened with landscaping. Roof-mounted equipment shall be screened, preferably by parapet walls. Building materials for screening roof-mounted equipment shall be identical to or substantially similar to the facade of the building on which the items are located. Screening shall be an integral part of the building's architectural design. **Submit ground and/or roof mounted screening details for review and approval to Paul Neumeyer at 448-3405 or paulne@greenbaywi.gov.**

• Under State statue, plans are to be retained at the building and available upon request at any time. Ensure a safe, secure location of plans.

• Note: Please bring all sub-contractor permits (Electrical, HVAC & Plumbing) to obtain the Building Permit. All permits must be filled out and signed. All permits are taken out by the general contractor, not by the individual trades.

• Fire suppression and alarm system shall be submitted to DSPS for review and approval. Submit verification documentation of State approval.

• In accordance with code, the building volume is over 50,000 cu ft which requires professional supervision and a compliance statement. **A Compliance Statement shall be submitted to this office at project completion and prior to occupancy.**

• **Note: All inspections during construction and a final inspection shall be requested and completed prior to occupancy.**

• Note: This submittal for review was for the building plan. **Both plumbing and HVAC plan submittals and reviews are required for this project.**

• In accordance with IBC 703.7, firewalls, fire barriers, fire partitions, smoke barriers, and smoke partitions or any other wall required to have protected openings or penetrations shall be effectively and permanently identified with signs or stenciling. The identification shall be within 15' of each end of each wall and repeated at interval not exceeding 30', minimum letter height of 3" and have suggested wording: "3 HOUR FIRE WALL - PROTECT ALL OPENINGS". See also additional criteria contained within this section of code.

• In accordance with IBC 707.5, fire barriers shall extend from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, slab or deck above and shall be securely attached thereto.

• In accordance with IBC 707.6, each opening through a fire barrier shall be protected in accordance with Section 716. Openings shall be limited to a maximum aggregate width of 25% of the length of the wall, and the maximum area of any single opening shall not exceed 156 square feet.

• In accordance with IBC 707.7, penetrations of fire barriers shall comply with Section 714.

• In accordance with IBC 718.1, fireblocking and draftstopping shall be installed in combustible concealed locations in accordance with this section.

• In accordance with IBC 718.2.2, fireblocking shall be provided in concealed locations in accordance with this section, in particular horizontally at intervals not exceeding 10 feet.

• In accordance with IBC 805.1, combustible materials installed on or embedded in floors of building of Type I or II construction shall comply with Sections 805.1.1 through 805.1.3

• In accordance with IBC 1008.2, the means of egress, including the exit discharge, shall be illuminated at all times the building space served by the means of egress is occupied.

• In accordance with IBC 1010.1.9.1 and ICC/ANSI A117.1 Section 404.2.6, door handles, pulls, latches, locks, and other operating devises on doors required to be accessible by Chapter 11 shall not require tight grasping, tight pinching or twisting of the wrist to operate.

• In accordance with IMC 306.5, where equipment requiring access and appliances are installed on roofs or elevated structures at a height exceeding 16 feet, such access shall be provided by a permanent approved means of access.

• In accordance with IBC 1013.1, exit signs shall comply with the requirements of that section.

- In accordance with IBC 1109.13, controls, operating mechanisms and hardware intended for operation by the occupant, including switches that control lighting and ventilation and electrical convenience outlets, in accessible spaces, along accessible routes or as parts of accessible elements shall be accessible.

- In accordance with IBC 1510.6, mechanical equipment screens shall be constructed of the materials specified for exterior walls in accordance with the type of construction of the building.

- In accordance with SPS 361.36(1)(c), the Conditional Approval for alterations shall expire one year from the date of the approval.

A copy of the approved plans, specifications, and this letter shall remain on-site during construction and open to inspection by authorized representatives of the City of Green Bay Inspection Division and Wisconsin Department of Safety and Professional Services. All permits required by the State and City of Green Bay shall be obtained prior to commencement of construction, installation, or operation.

This project is under the inspection jurisdiction of the City of Green Bay Inspection Division. As inspection concerns arise, feel free to contact the Department of Community and Economic Development at (920) 448-3300. Inquiries concerning this correspondence may be made to me at the telephone number listed below or at the address on this letterhead. Please refer to **Project #104663** when making an inquiry or submitting additional information.

Sincerely,

Paul Van Calster, P.E.
Chief Building Official, (920) 448-3299

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
December 21, 2021	Stephanie Hummel, Staff

AGENDA ITEM # P.6

To discontinue and release temporary ingress/egress easement granted across Lots 7 and 8, and Outlot 1 of Plat of Rail Yard.

BACKGROUND

Primary Address: Railyard District Lots 7 and 8, and Lot 1 of Plat of Railyard.

Alderperson /District: Alderman Randy Scannel / District 7

Reason for Request: To discontinue and release a temporary ingress/egress easement used during construction of Donald Driver Way.

Analysis:This 30 ft. wide temporary ingress/egress easement was granted to the City, as recorded in the Plat of The Rail Yard, during the construction of Donald Driver Way and Bond Street. With the completion of this street project, the temporary easement is no longer needed. This application and resolution will release this easement.

Ald. Randy Scannell, adjoining property owners, and the agencies below, were informed of the request. Agencies were informed that if they failed to respond or indicate locations of facilities, it will be assumed that none are present. No objections were received from property owners.

- Department of Public Works: No Objection
- Wisconsin Public Service: No Response
- AT&T: No Response
- Green Bay Water Utility: No Objection
- Time Warner Cable: No Response
- Department of Parks, Recreation, & Forestry: No Objection
- American Transmission Company: No Objection
- Mobilitie: No Response
- NEW Water: No Objection
- Charter: No Objection

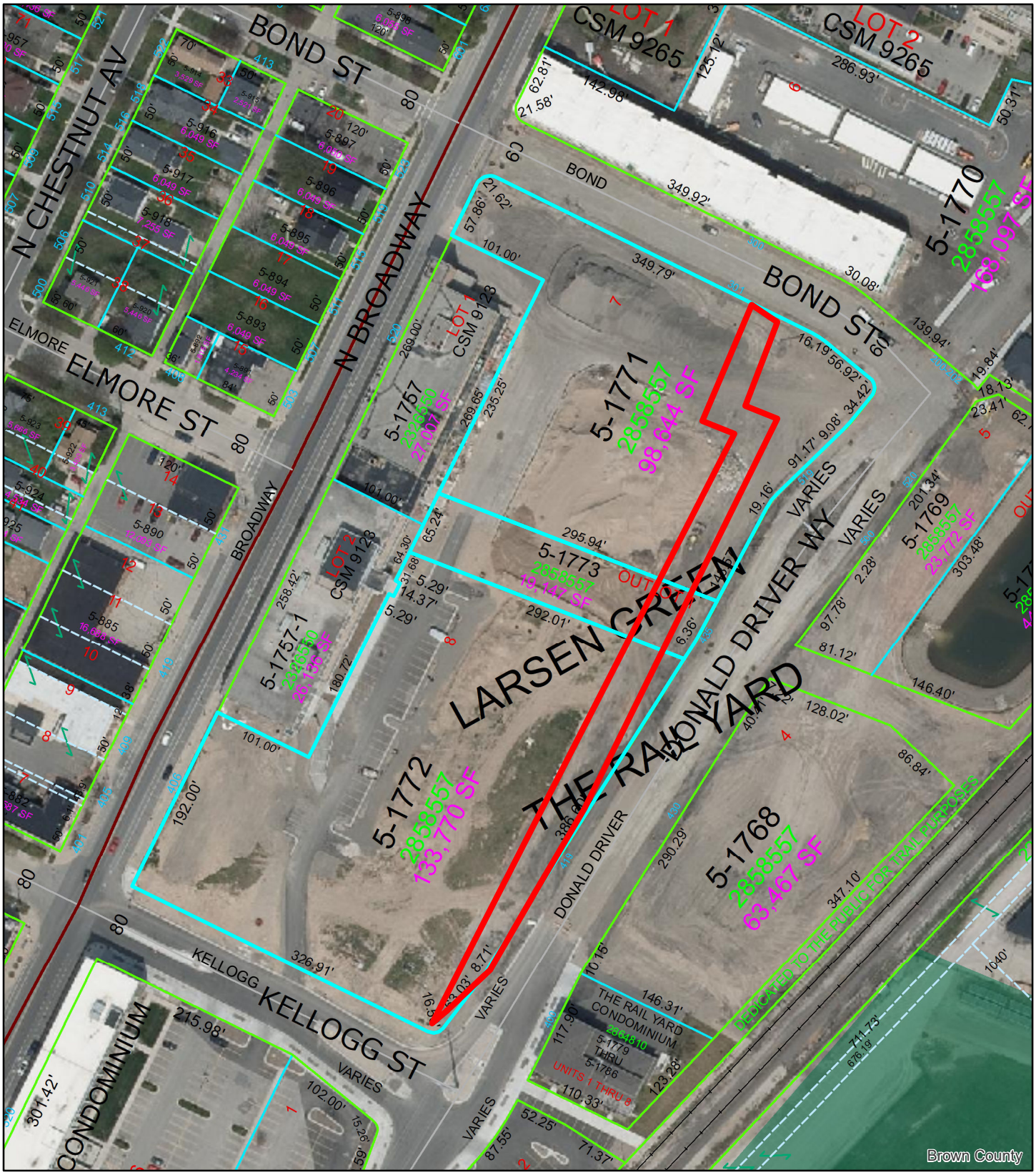
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ED 21-01 Map
2. ED 21-01 Easement Exhibit



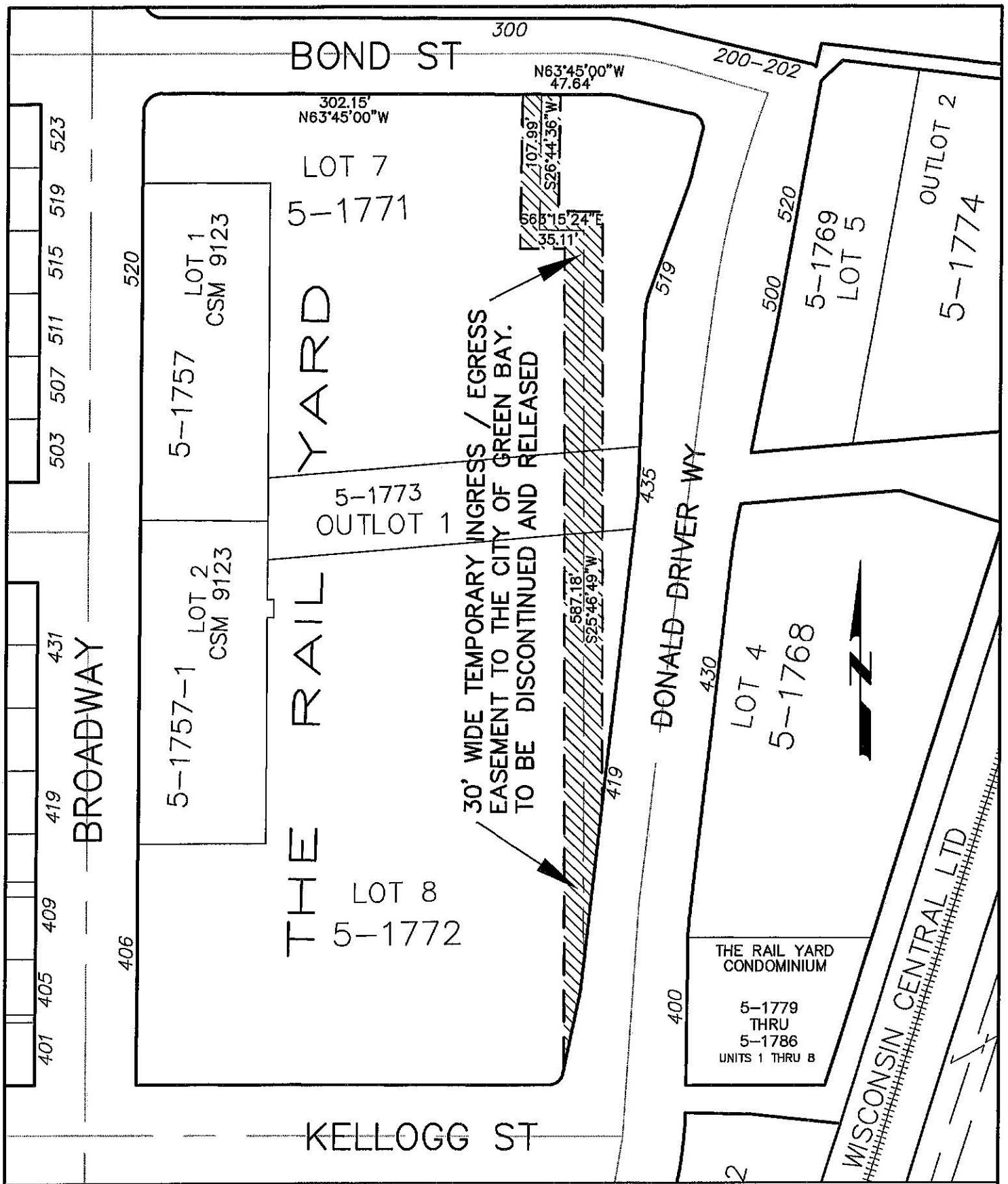
(ED 21-01) Release Temporary Easement, Donald Driver Way

Feet
0 37.5 75 150
N

Subject Parcels

General Easement Area (see exhibit for details)

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. 30 Nov 2021 X:\Planning\Basemaps\template_8.5x11.mxd



DISCLAIMER
This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

CITY OF GREEN BAY, WISCONSIN DEPT. OF PUBLIC WORKS– ENGINEERING DIVISION	DISCONTINUANCE & RELEASE OF TEMPORARY INGRESS/EGRESS EASEMENT

I:\DeptData\PubWorks\Eng\CAD\ACAD\ROW\Easement\Discont\Rail Yard Temp Ingress-Egress.dwg, 8.5x11, 11/5/2021 11:01:03 AM

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
December 21, 2021	Madison Smith

AGENDA ITEM # P.7

To approve the release of a utility easement discontinuance located at 1440-1450 Velp Avenue, subject to getting required approval from the City of Green Bay Zoning and Building staff prior to beginning construction on the discontinued easement.

BACKGROUND

Primary Address: 1440-1450 Velp Avenue

Alderperson / District: Ald. Mark Steuer / District 10

Mau & Associates, LLP, is working with Hurckman Mechanical on a project that requires the release of an easement to vacate a 6 ft. wide public utility at 1440-1450 Velp Avenue. The request is for the City to endorse ED 21-02 and allow the construction of the project to continue.

The subject utility easement is located on the west side of the City of Green Bay along Velp Avenue within an Opportunity Zone and a Community Development Block Grant Area (CDBG). The property owner is John F and Amy S. Hurckman Living Trust. However, the application was submitted by Mau & Associates, LLP. The petitioner and owner are working together on a project that requires the discontinuance of a 6 ft. wide public utility easement to be vacated. This area is along the northeastern line of Lot 2 of Volume 6, Certified Survey Map, Page 406, Map No. 1603, Document No. 863127, Brown County Register of Deeds. The potential easement discontinuance area is illustrated in "Exhibit A" and the petitioner is requesting the City to endorse the vacation and allow the project to continue.

Diggers Hotline has identified the City of Green Bay Department of Public Works as having a stake in the subject area. Thus, Mau & Associates, LLP, would need a signed "Release of Easement" document recorded in order to have the easement vacated showing due diligence and to ensure this action is "retraceable" by future individuals. The easement discontinuance would allow Hurckmann Mechanical to construct an addition to the existing building at that location. The current land use is commercial industrial buildings. The site has also been remodeled internally since being constructed and no longer needs the northern public utility easement.

The proposed easement discontinuance of a public utility line located on 1440-1450 Velp Avenue does not conflict with the current and future land uses as reflected in the City's Comprehensive Plan. Ald. Mark Steuer and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no comments or objections.

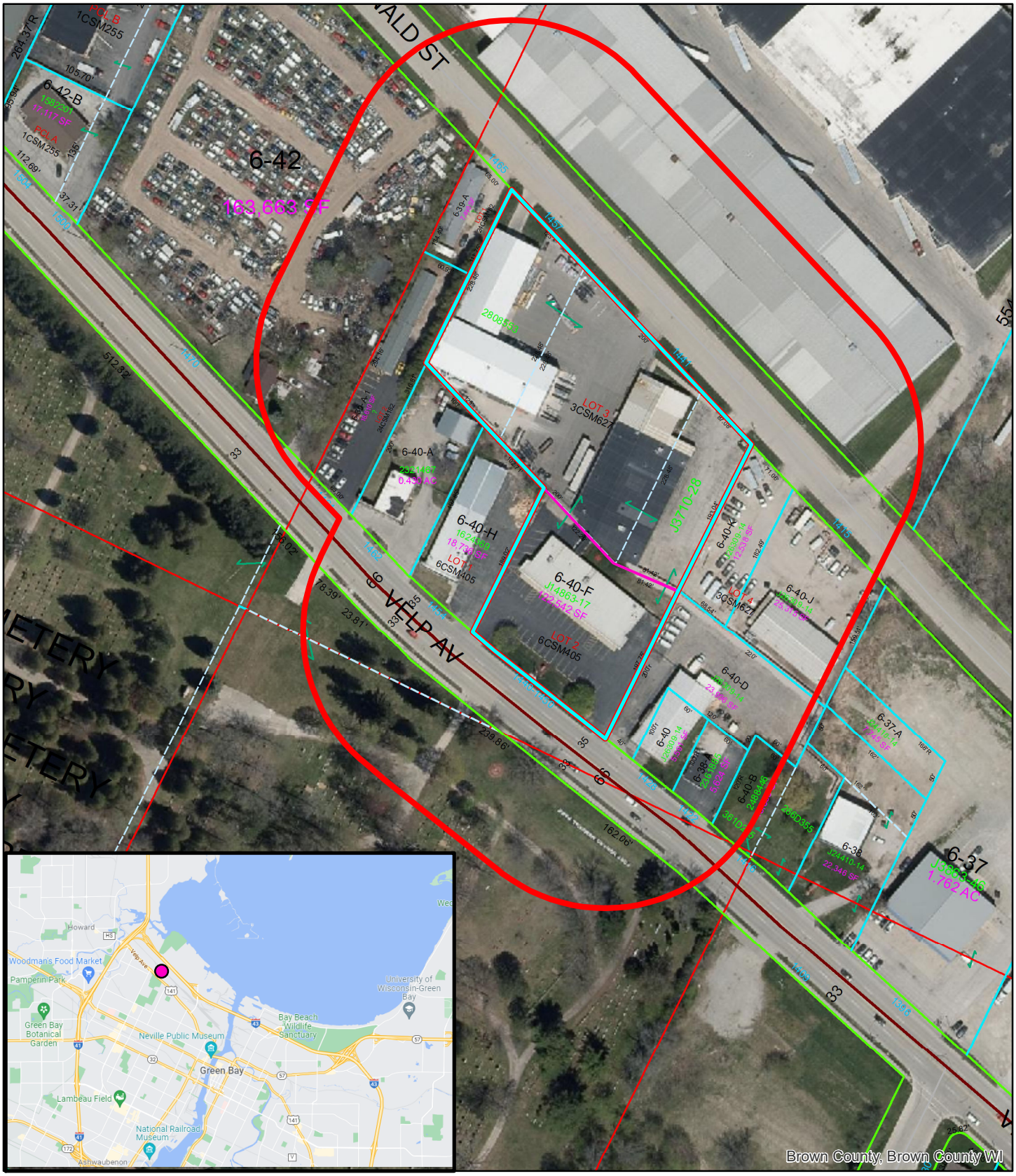
RECOMMENDATION

Approval.

FISCAL IMPACT

ATTACHMENTS

1. ED 21-02 Color Map
2. ED 21-02 BW Map
3. ED 21-02 Aerial Photo
4. ED 21-02 Donald Driver
5. ED 21-02 Future Landuse Map
6. ED 21-02 Velp Street Photo
7. ED 21-02 Zoning Map
8. ED 21-02 Resolution



N

(ED 21-02) Easement Discontinuance
1440-1450 Velp Avenue
Green Bay, WI, 54303

Feet
0 40 80 160

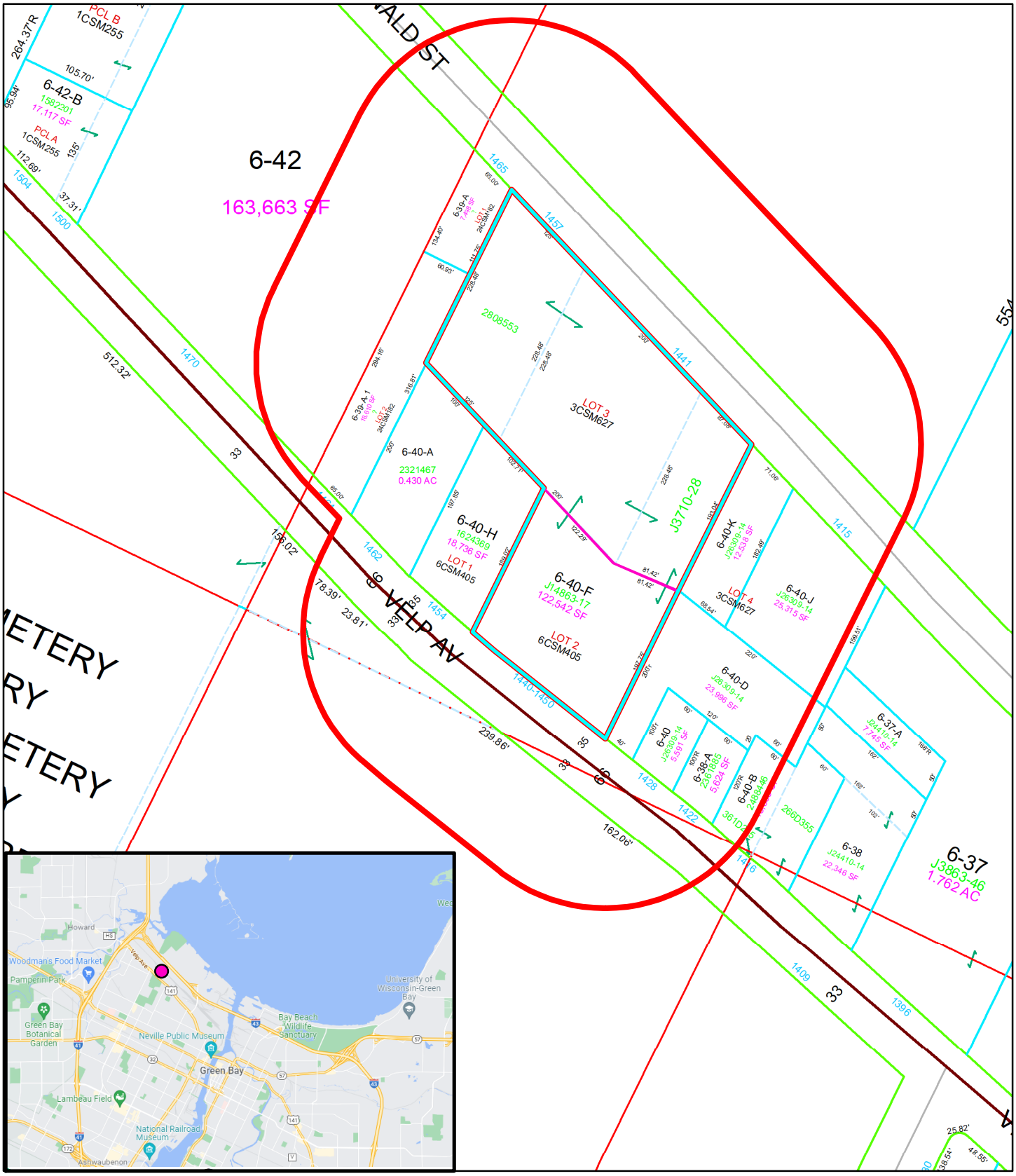
Parcel

Public Utility Easement

Notification Area
200'

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

Parcel Number:
6-40-F



N

(ED 21-02) Easement Discontinuance
1440-1450 Velp Avenue
Green Bay, WI, 54303

Feet
0 40 80 160

Parcel

Public Utility Easement

Notification Area
200'

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

Parcel Number:
6-40-F

Donald St
Cars-More
Used car dealer
141
Donald St
Green Bay Rebuilders
Auto parts store
Hurckman
Mechanical Industries
Velp Ave
Endless Expansion
Custom Tattoo
Tattoo shop
Donald St

METAL FABRICATION
PIPE FABRICATION

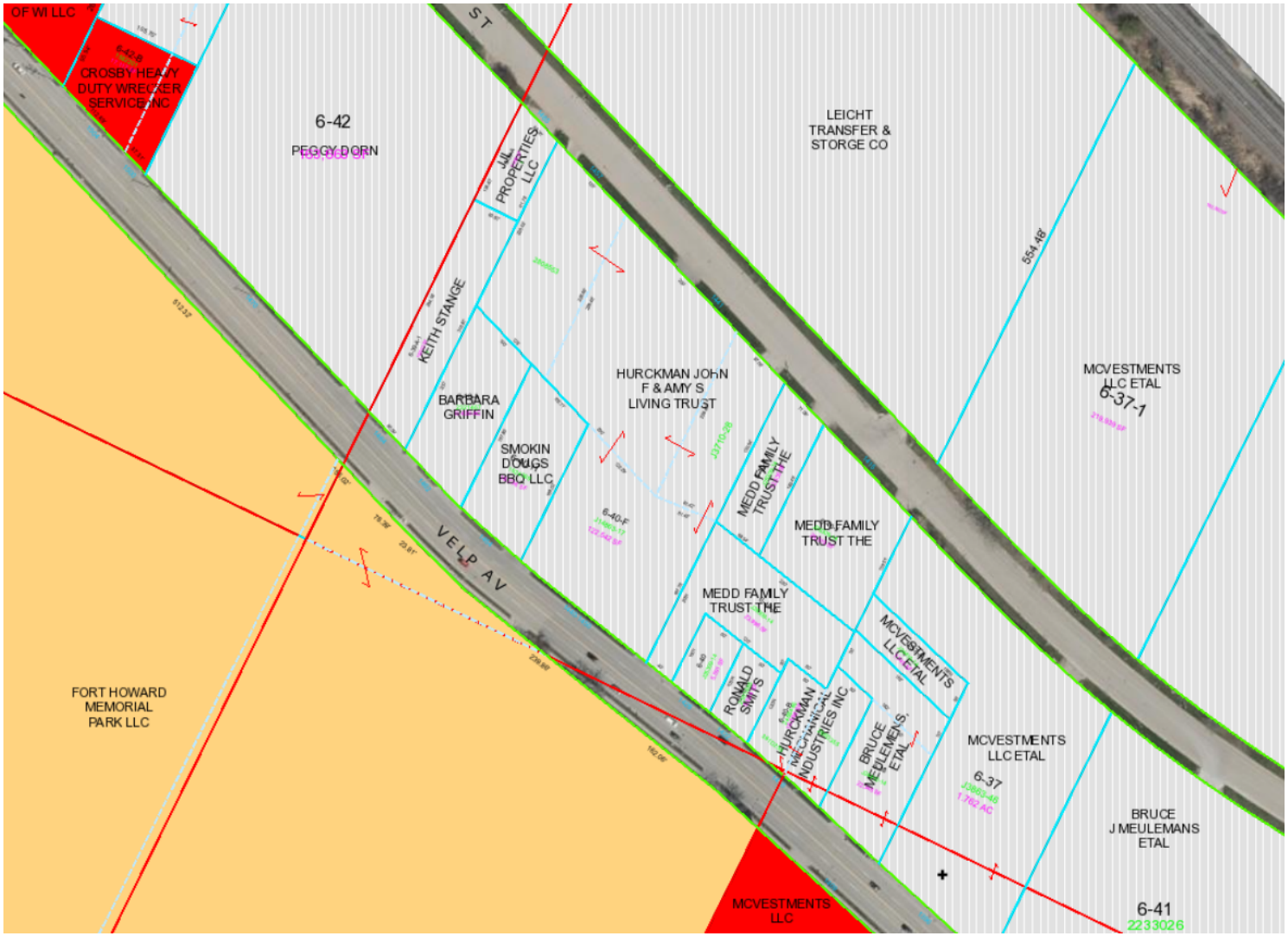
Future Landuse – 1440-1450 Velp Ave

Future Landuse Legend

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

N

Current Zoning – 1440-1450 Velp Ave



Zoning Legend

- RR - Rural Residential
- R1 - Low Density Residential-New Lots
- R2 - Medium Density Residential
- R3 - Varied Density Residential
- OR - Office Residential
- NC - Neighborhood Commercial
- C1 - Commercial One
- C2 - Commercial Two
- C3 - Commercial Three
- D1 - Downtown One
- D2 - Downtown Two
- GI - General Industry
- S-RLI - Special District Light Industry
- LI - Light Industry
- BP - Business Park
- PI - Public Property / Institutional
- CON - Conservancy

N

RESOLUTION AUTHORIZING
RELEASE OF LANDSCAPE EASEMENT FOR
1440-1450 VELP AVENUE
(ED 21-02)

December ____, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting a partial landscape easement be discontinued at 1440-1450 Velp Avenue.

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such discontinuance, subject to the following conditions:

1. Department of Public Works has no objection and does not have facilities present in the subject area.
2. In the event that sidewalks are required to be constructed along Velp Avenue, the adjacent owner(s) shall, at their expense, regrade the area to conform to the established sidewalk grade ordinance.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 21-02 and the recommendation of the Plan Commission on December 13, 2021, the City of Green Bay does authorize the requested easement discontinuance for the following parcel located along Velp Avenue:

Tax Parcel: 6-40-F.
Legal Description: Part of Lot 2, Volume 6, Certified Survey Map, Page 405, Map No. 1603, Document No. 863127, Brown County Records, being located in Lot 57 of the Fort Howard Military Reserve, City of Green Bay, Brown County, Wisconsin. Bearing referenced to the Northwestern Line of Lot 2, assumed to be N25.52'45"E.

18,612 SQ FT LOT 2 OF 24 CSM 182 BNG PRT OF LOT 57 FORT HOWARD MILITARY RESERVE. 122,542 SQ FT LOT 3 IN 3 CSM 627 & PRT LOT 4 DESC IN J03710-28 & LOT 2 OF 6 CSM 405 BNG PRT OF LOT 57 FHMR & PRT OF LOT 57 FHMR DESC IN 2808553 & EX PCL 169 OF TPP 1450-04-21-4.25. Utility Easement: S43.41'35"E 122.29', S67.53'34"E 81.82'.

Adopted _____

Approved _____

DRAFT

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

MS

Attachment – Map

DRAFT

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # Q.1

To approve staff's recommendation to not prepay, but pay when the E-one fire engine is received. Follow-up from Nov 30, 2021 Finance Committee meeting.

BACKGROUND

RECOMMENDATION

Not prepay, pay when engine is received.

FISCAL IMPACT

ATTACHMENTS

1. Memo - funding for fire engine

CITY OF GREEN BAY
MEMO

TO: Members of the Finance Committee

FROM: Diana Ellenbecker, Finance Director

SUBJECT: Follow-up from Dec 7th Finance Committee meeting – funding fire engine

DATE: December 14, 2021

Fire engine approved to be purchased at Common Council meeting on 12/7/21 to take advantage of 2021 pricing

Finance was asked to bring back the analysis of prepaying for the E-One fire engine.

- Pay purchase price of $688,135 when the fire engine is received
- Prepay the full amount by January 5, 2022 for $17,700 discount

Finance is recommending to pay the full purchase price when the engine is received and not take advantage of the prepayment discount.

Funding options: Lease or short term loan; or full payment using either bonded or ARPA funds.

Based on the numbers below, the leasing option on the surface appears to be relatively the same or slightly lower price, however there are many other things to consider.

- Use of ARPA funds would not incur any interest payment
- Bonding in 2022 would be for 10 years for a fire engine with a useful life of 12 years
- Consideration of the administrative time to process and approve the lease, track separate debt schedule, process a separate payment annually, report separately on year-end audit, CAFR, and EMMA
- Increase in annual debt service payment/levy allocating the fire engine over 5 year vs 10

	OPTIONS		
	Bonding	**Lease**	**Lease**
Term	10 years	5 years	7 years
Purchase price	$ 688,135	$ 688,135	$ 688,135
Pre-payment		$ 670,435	$ 670,435
Interest rate	1.02%*	2.49%	2.64%
Total interest	$ 39,184	$ 50,902	$ 72,642
Total investment	**$ 727,319**	**$ 721,337**	**$ 743,077**

*July 2021 actual on 10 year Note interest rate was 1.02%

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # Q.2

To approve the purchase of Archer Beam Gate System from Meridian using 2018 bonded money.

BACKGROUND

RECOMMENDATION

Approval

FISCAL IMPACT

ATTACHMENTS

1. Archer Beam Gate Purchase

Proudly Serving the communities of Allouez, Bellevue, and Green Bay

Green Bay Metro Fire Department

David Litton
Fire Chief

MEMORANDUM

To: Alder Barb Dorf, Chairperson
Finance Committee

From: David Litton, Fire Chief & Emergency Manager

Date: December 10, 2021

Re: Barrier Purchase from Existing Bonded Money

Representatives from the Police, Public Works and Fire Department met this week to review our existing barrier protection program/plan for special events. During this meeting, we identified gaps that need to be addressed with additional purchases of 2 gate barriers.

These gates will serve as "protected" gateways into an event that can be left in the closed position under normal circumstances when large crowds are present. In an emergency, the gates can be raised immediately by public safety personnel to permit access to the area for police and fire apparatus.

The cost of these 2 barriers is $96,490.36 plus shipping. We have $103,223.41 remaining in the original bond leaving a balance of approximately $6,732.

We will also be requesting additional funding in the 2022 capital request to purchase additional Meridian barriers because of our review and the identified gaps in coverage.

I've attached a quote for the equipment, and a picture of the gate barriers as part of this information.

Quote

177 E. Colorado Blvd, Suite 200
Pasadena, CA 91105
+1 8186414431
BFields@meridian-barrier.com

MERIDIAN® RAPID DEFENSE GROUP

GSA Schedule 84
Contract 47QSWA19D001F

ADDRESS
Commander Paul Ebel Green Bay Police Department 307 S Adams St Green Bay, WI 54301 United States

SHIP TO
Green Bay Police Department 307 S Adams St Green Bay, WI 54301 United States

QUOTE #	DATE	
12062022 -GBPD	12/06/2021	

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Archer 1200 Barrier - GSA	Archer 1200 Anti-Vehicle Barrier	12	6,549.12	78,589.44T
Archer 8-Barrier Drop Deck Trailer - GSA	Archer 8-Barrier Drop Deck Trailer	1	19,440.81	19,440.81T
Archer ® Beam Gate - GSA	Archer ® Beam Gate System	2	48,245.18	96,490.36T
In-Field Installation & Certified Training	In-Field Installation & Certified Training	1	795.00	795.00T
Freight/Shipping	Freight/Shipping to customers location	1	8,615.00	8,615.00T

PAYMENT TERMS:
Due to high demand levels, your delivery date will be guaranteed with your 50% deposit so that your protection starts when you need it.

SUBTOTAL	203,930.61
TAX	0.00
TOTAL	**USD 203,930.61**

Accepted By

Accepted Date

AML RISK MANAGEMENT

Archer®

Beam Gate

Rapid deployment in all settings to secure perimeters

The Archer® Beam Gate is the easiest active gate in the world to deliver, set up, and install.

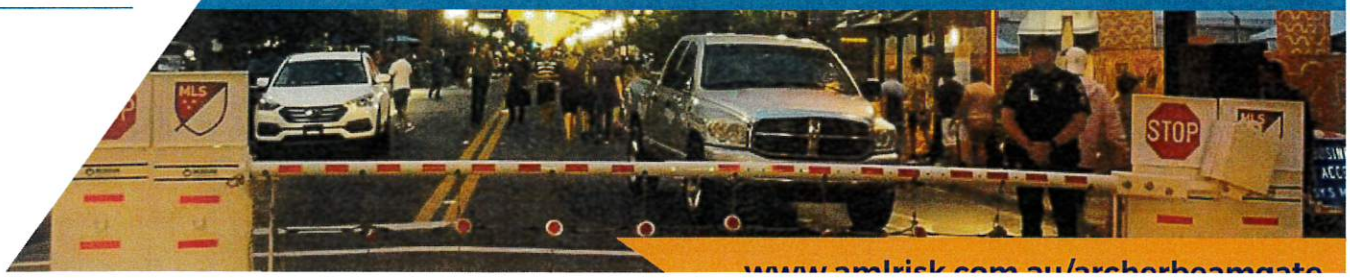
Its patented design can be a standalone product or used with MERIDIAN®'s Archer® 1200 barriers, either to extend the linear coverage or with serpentine configurations.

The Archer® Beam Gate is ideal for events, check points, and construction sites, or for porting venues such as military installations, ports, mining sites and projects where electricity is not available.

Whether manned or locked, the gate can be used by authorized personnel.

- Modular design which can expand from approx. 4-6m
- Easy manual operation
- Maintenance free
- One-person deployment
- No electricity
- No hydraulics
- No batteries

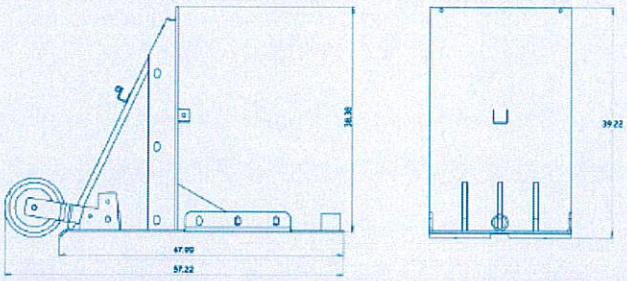
- Rent or purchase
- Works in all climates
- Customizable with logos and colours of your choice
- Integrate with all MERIDIAN® products, specifically the SAFETY Act-certified Archer® 1200 barriers
- Transported on MERIDIAN®'s drop deck trailer – exclusively or in combination with Archer® 1200 barriers
- Engineered certified and rated
- Non-lethal
- 100% Made in America from American steel
- Full ballistic capabilities for armor piercing 50 caliber rounds



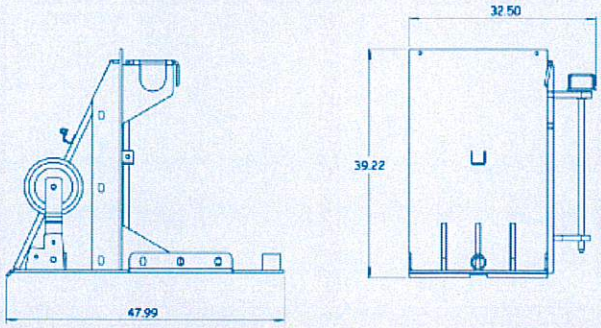
www.amlrisk.com.au/archerbeamgate

AML RISK MANAGEMENT

Archer®
Beam Gate

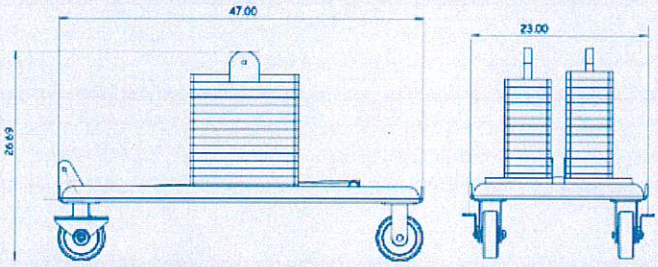


BARRIER
2 Barriers | 270 kg each

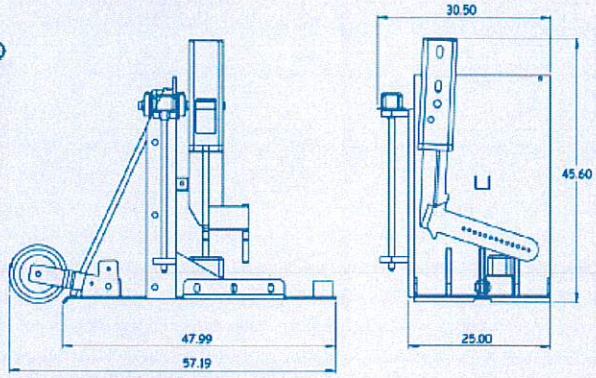


RECEIVER BARRIER
1 Barrier | 317 kg

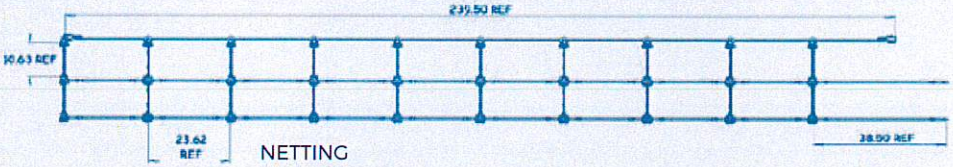
BEAMS
2 Beams | 14 kg each



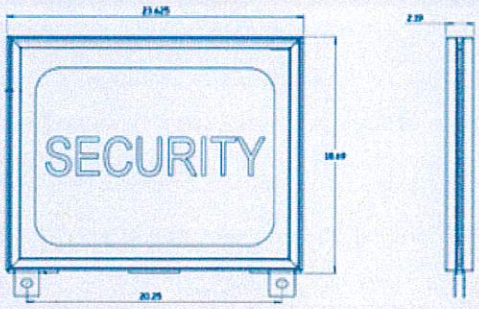
ARCHER® DOLLY AND COUNTERWEIGHTS
1 Dolly | 385 kg



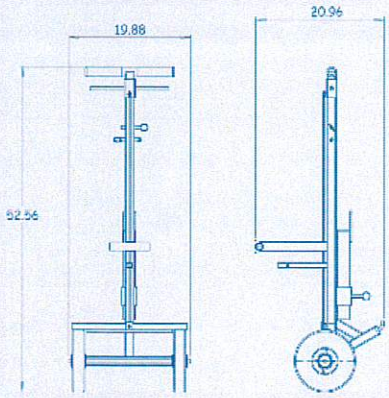
PIVOT ARM BARRIER
1 Barrier | 385 kg



NETTING
1 Net | 45 kg



MARKETING FRAME
4 Frames | 4.5 kg each



ARCHER® HAULER
1 Hauler | 9 kg

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # Q.3

Regarding the American Rescue Plan Act (ARPA) allocation within the Crime Prevention and Neighborhood enhancement category for $971,358.:

To approve ARPA funding for 9-2-007 NIBIN in the amount of $188,358.
To approve ARPA funding for 9-1-008 Recruit/Retention in the amount of $88,000.
To approve ARPA funding for 9-2-009 Law Enforcement Surveillance Trailer in the amount of $40,000.
To approve ARPA funding for 12-3-001 Gunshot Detection System in the amount of $655,000.

BACKGROUND

American Rescue Plan Act resolution was approved at council on 12/7/21.

RECOMMENDATION

Approval.

FISCAL IMPACT

ATTACHMENTS

1. ARPA Crime prevention request

Memo

To: Finance Committee
Diane Ellenbecker, Finance Director

From: Susan House, Grant Administrator

Date: December 9, 2021

Re: ARPA Requests- Crime Prevention and Neighborhood Enhancement

The Finance Committee and Common Council have approved, on December 7, 2021, by resolution the following ARPA fund categories:

1. $10,000,000 Capital Needs
2. $6,000,000 Affordable Housing Development and Small Business Support
3. $3,000,000 Stormwater, Green Infrastructure, and Climate Resilience
4. $2,000,000 Crime Prevention and Neighborhood Enhancement
5. $1,500,000 Arts, Culture, and Tourism

The following 4 items are requested from the Crime Prevention and Neighborhood Enhancement category. All 4 requests are from the Green Bay Police Department and will help with gun violence, crime prevention and improving the quality of life within the city limits. My recommendation is to approve the requests individually.

9-2-007 NIBIN $188,358.00

Project Summary: Will help reduce gun violence, gun traffickers and other parties contributing to the supply of crime guns as well as collaborate with federal, state, tribal and local efforts to identify and address gun trafficking channels. This technology automatically shares ballistic evidence across all law enforcement networks. The NIBIN database links crimes more quickly, generates investigative leads that would otherwise not been detected and gives prosecutors admissible evidence to corroborate witness testimony.

Project Outcomes: Agencies participating in this program have seen a reduction of gun crimes and harm to marginalized populations, as well as faster resolution of gun violence investigations.

Reoccurring Costs:

Recommendation: Approve Request for 9-2-007, NIBIN project for $188,358.00

9-1-008 Recruit/ Retention $88,000.00

Project Summary: Increase in the pool of qualified applicants. Funds would be used for recruiting and retention efforts, including moving reimbursement for out-of-area hires, recruiting materials such as advertisements and videos, and employee wellness programming.

Project Outcomes: Filling open positions in a timely manner to avoid long term police officer position vacancies, decrease in OT, decrease in burnout, increase in officer safety, increase in department stability, improve officer response time. Increase of applicants with current or previous law enforcement experience.

Reoccurring Costs: -0-

Recommendation: Approve Request for 9-1-008, Officer Recruit and Retention project for $88,000

9-2-009 Law Enforcement Surveillance Trailer $40,000.00

Project Summary: The Law Enforcement Surveillance Trailer is an enclosed hybrid powered trailer system that contains a large battery bank with solar charge assist for self-sustaining use and deployment anywhere in the City. It contains a 25-foot telescoping mast with 1080P High-Definition cameras with clarity in both dark and light areas that pan/tilt and 32x optical zoom with 24/7 video recording which provides valuable evidence to interdict criminal behavior and act as a visual deterrent. This unit contains a remotely operated LED lighting package which serves as an effective visual deterrent in high crime business districts and neighborhoods. The trailer itself contains locking wheels for its anti-theft system. The unit also contains a two-way radio with PA Communications.

Project Outcomes: The trailer will provide a service to the community by providing lighting, audio visual capabilities, and deterrence that will lead to the following outcomes:

- The lighting provided will deter and reduce gun violence as shootings often occur during hours of darkness. Lighting and video will help deter and provide officers video surveillance if a crime were to occur.
- Increased economic development by increasing our presence at problem areas, downtown bar district, or problem parks.
- Deter crime from occurring. This goes for all crimes as we will have the ability to log in, watch video at real time, and be able to play recorded messages.

Reoccurring Costs: -0-

Recommendation: Approve Request for 9-2-009, Lot Cop Surveillance Trailer project for $35,000.

12-X-001 Gunshot Detection System $655,000.00

Project Summary: Will help in determining the precise location of shots fired in the deployment area, as well as weapon caliber, and number of rounds fired. The system automatically alerts emergency services dispatch of shots fired incidents, which increases officers' situational awareness as it does not rely on someone from the community calling to report the incident. It differentiates between specific firearms in cases involving more than one, such as exchanges of gunfire. Incidents where shots are fired are generally under-reported; being able to respond and investigate more of these incidents will increase our ability to make more connections between incidents and hold people accountable for gun crimes.

Project Outcome: Improved reporting of shots fired incidents will allow police to conduct investigations in every incident in the coverage area, regardless of whether it generates a 9-1-1 call. We know that many of these incidents are linked to the retaliatory cycle of violence, so gunshot detection capability will allow us to intervene earlier in many cases. Initially, we expect to see overall numbers of reported incidents of shots fired increase; the ability to respond to and investigate these crimes will lead to an overall reduction in gun violence.

Reoccurring Costs: $71,000 annually

Recommendation: Approve Request for 12-X-001, Shot Detection System project for $655,000

Total of Projects:

Crime Prevention/ Neighborhood Enhancement		$ 2,000,000.00
9-2-007 NIBIN	$ 188,358.00	
9-1-008 Recruit/ Retain	$ 88,000.00	
9-2-009 Lot Cop	$ 40,000.00	
12-X-001 Shot Detection System	$ 655,000.00	
Estimated Remaining Balance		$ 1,028,642.00

RESOLUTION ADOPTING THE CITY'S PLAN FOR EXPENDITURE OF FUNDS RECEIVED PURSUANT TO THE AMERICAN RESCUE PLAN ACT OF 2021

December 7, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, on March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021 (ARPA), under which the Coronavirus State and Local Fiscal Recovery Funds will deliver $350 billion for state, local, territorial, and tribal governments to respond to the COVID-19 emergency; and

WHEREAS ARPA permits municipalities to use Fiscal Recovery Funds for four broad purposes: to respond to the public health emergency or its negative economic impacts; to respond to workers providing essential services during the public health emergency; to replace lost public sector revenue; and to invest in water, sewer, and broadband infrastructure; and

WHEREAS the City's Plan for expenditure of the Fiscal Recovery Funds received pursuant to ARPA (ARPA Plan) was created after receiving input from residents and consulting with staff as to the most appropriate and effective utilization of those funds to assist the citizens of the City of Green Bay in recovering from the COVID-19 emergency; and

WHEREAS the City of Green Bay received $11,847,758 in Fiscal Recovery Funds in May 2021, and is projected to receive a second disbursement of $11,847,758 in May 2022; and

WHEREAS the ARPA Plan described herein is intended to provide a general framework for the amount of Fiscal Recovery Funds to be spent in each of the listed categories, and contemplates expenditure of the combined disbursements; and

WHEREAS plans for specific projects and/or services funded by Fiscal Recovery Funds will be presented to the Common Council in more detail prior to the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay hereby approves and adopts the following ARPA Plan for expenditure of Fiscal Recovery Funds in the following categories:

- $10 million for City of Green Bay capital needs (roads, bridges, etc.) and organizational priorities;
- $6 million for affordable housing development and small business support;
- $3 million for stormwater, green infrastructure, and climate resilience;

- $2 million for crime prevention and neighborhood enhancement;
- $1.5 million for arts, culture, and tourism.

BE IT FURTHER RESOLVED that the above-referenced amounts are intended to be approximate.

Adopted December 7, 2021

Approved December 8, 2021

Mayor

Clerk

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # Q.4

To make a budget amendment to carry the remaining revenue from Oneida, $257,000, over to the contingency contingent on Finance and Law review regarding a request by Ald. Brunette to the Finance Committee which states: "Create a Resolution to allocate unspent revenue from the 2021 Cooperative Governance Agreement with the Oneida Nation to pay down city debt or towards hiring a Civilian Crime Prevention Specialist with the Police Department for 2022."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-12-10 Dist 12 to Finance

From: noreply@civicplus.com [noreply@civicplus.com]
Sent: Friday, December 10, 2021 6:56 AM
To: District Twelve
Subject: Online Form Submittal: Alders' Petitions and Communications

Alders' Petitions and Communications

Name	Jesse Brunette
Committee Name	Finance Committee
Text of Communication	Create a Resolution to allocate unspent revenue from the 2021 Cooperative Governance Agreement with the Oneida Nation to pay down city debt or towards hiring a Civilian Crime Prevention Specialist with the Police Department for 2022.

MEMORANDUM

Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: December 14, 2021

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

• Civil Engineer – Replacement position due to the resignation of Katelyn Zelinski effective December 30, 2021. Salary range: $51,979 - $71,843 annually.
• Park Maintenance Worker – Replacement position due to the resignation of Adam Frisch effective December 8, 2021. Salary range: $20.56 - $24.20 per hour.

Position Fill Request
Justification Report
December 9, 2021

Position Title: Civil Engineer – Utility Section

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

   _X_____ Replacement Position _____ Not a Replacement Position

   This position is vacant as a result of Katelyn Zelinski's resignation effective 12/30/2021.

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

   The position is included in the current budget. The current salary range for the position is $51,979 - $71,843 per year. The position is currently funded 50% by the Sanitary District and 50% by the Storm Water Utility budgets.

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

   This position provides design and contract administration services for all Public Works construction projects throughout the City of Green Bay. The position is responsible for the design and preparation of contract plans and specifications for projects benefitting the residential, commercial, and industrial customers of the City. This position is responsible for the on-going development of a sanitary sewer system hydraulic modeling effort to aid in determining inflow & infiltration deficiencies within the existing system.

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

   The position generally does not generate revenue and reduce expenses.

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

   The volume of work to be completed by the engineering staff routinely exceeds the number of staff hours available on an annual basis.

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

   We would anticipate some project responsibilities to be shifted to other staff while some duties of the position will currently not be completed. As a result of this vacancy, it is possible that the work proposed in the 2022 Capital Improvement Program may not be completed.

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

   The design, construction and hydraulic modeling City Infrastructure, primarily sanitary sewer as related to capital projects would not be completed.

8. What are the alternative methods and costs of accomplishing the work?

The alternate method of accomplishing the work would be to hire outside consultants to supplement our engineering staff. The cost associated with this alternative would be approximately 15-25% of the value of the construction for each project the outside consultant works on. These additional costs were not anticipated either though the development of the 2022 budget nor the 2022 Capital Improvement Program.

9. Are there union issues?

No

10. Other supporting comments.

None.

Position Fill Request
Justification Report
December 9, 2021

Position Title: Park Maintenance Worker

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

   ___X___ Replacement Position _____ Not a Replacement Position

   This position is vacant as a result of the resignation of Adam Frisch effective 12/08/2021.

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

   Yes, this position is budgeted. The wage range is $20.56 - $24.20 per hour (Pay Grade F).

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

   The Park Maintenance Worker is a generalist position responsible for maintaining all facets of the year-round park operations. Parks and the related facilities are used daily from sun-up to 10:30 p.m. throughout the year. Therefore, we need to ensure that they are clean, safe, and functional at all times for our patrons.

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

   This position does not generate revenue.

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

   Over the years, we have added more park land and facilities, but have not added additional staff. We are also responsible for maintaining a four-diamond Little League complex, a six-field soccer complex, more trails, more parklands, and the City Deck.

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

   When vacancies occur in this classification, we are unable to meet all of the maintenance needs of our parks and facilities. As positions become vacant, we prioritize and reprioritize our daily work. The effect is that many of the services that we provide to the public are being performed less frequently.

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

   The overall service would be reduced. We have tried to lessen the obvious impact by reprioritization.

8. What are the alternative methods and costs of accomplishing the work?

Contracting for various maintenance services would need to be explored. Costs would be dependent on the service contracted. The Park Maintenance Worker performs a wide range of services during a calendar year, therefore making it difficult to replace a single position by contracting.

9. Are there union issues?

No.

10. Other supporting comments.

Since 2001, the Parks Division has been responsible for maintaining the following added facilities: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park; several parcels along the Baird Creek Greenway; 16 acres of turf at Bay Beach Park; a new boarded hockey rink; a four ball diamond softball complex; a six-field soccer complex; the City Deck; the Zippin Pippin, Sea Dragon, Bay Beast, Rockin' Tug, and Falling Star amusement rides; as well as several miles of trails.

We have assumed the work at the additional facilities while seeing a reduction in staff of 6 Park Maintenance Workers and 12 fewer seasonal positions since 2006. With future maintenance responsibilities sure to come, we will fall further behind in our efforts to provide the most basic of services if we do not maintain our staffing levels accordingly.

Agreement Between

City of Green Bay

And

City of Green Bay
International Brotherhood of Electrical Workers
Local No. 158

(Department of Public Works
Electrical Division)

2022

Agreement Between

City of Green Bay
And
International Brotherhood of Electrical Workers
Local No. 158

2022

AGREEMENT

This Agreement has been made and entered into between the City of Green Bay, hereinafter referred to as the "City" and Local 158, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION

The City agrees to recognize representatives of Local 158, IBEW, as the exclusive bargaining agent for all issues specifically addressed in this Agreement, for all its employees in the Department of Public Works as defined in the certification issued by the Wisconsin Employment Relations Board on August 13, 1964.

ARTICLE 2
TERM OF AGREEMENT

This Agreement will become effective as of January 1, 2022 and remain in full force and effect up to and including December 31, 2022.

ARTICLE 3
WAGES AND RATES

Attached hereto and marked Appendix A is the City Pay Plan schedule showing the classifications and the wage rates of the employees covered by this Agreement. The wage rates include a 2% increase effective October 1, 2022. It is mutually agreed that said City Pay Plan Schedule and the contents hereof will constitute part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, approved by IBEW Local 158 on _____ and by the City Council on _____.

City of Green Bay

_____
Mayor

_____
Human Resources Director

_____
City Clerk

Local 158, International Brotherhood of Electrical Workers

_____
Business Manager, Local 158

APPENDIX A
WAGE RATE

International Brotherhood of Electrical Workers
Local No. 158

CITY PAY PLAN

Placement on a step of the new schedule is in accordance with the procedures approved by the City Council for placing employees on a step of the City Pay Plan.

CLASSIFICATIONS IN ACCORDANCE WITH CITY PAY PLAN October 1, 2022	
Pay Grade: J ✦ Electrician Foreperson	Pay Grade: I ✦ Electrician

WAGES IN ACCORDANCE WITH CITY PAY PLAN October 1, 2022								
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range
J	$29.96	$30.83	$31.71	$32.60	$33.47	$34.34	$35.23	$35.24 - $40.51
I	$27.72	$28.52	$29.35	$30.14	$30.98	$31.77	$32.61	$32.62 - $37.49

The Following Guidelines Are For Informational Purposes and Not Subject To Bargaining

- **STEP PROGRESSION:** Employees are eligible for an annual step increase, unless otherwise agreed to by the Department Head and Human Resources Director, until they reach Step 7 of the appropriate pay grade, provided the employee's overall performance is rated at meets expectations or higher. Requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- Employees hired at Step 1 will be eligible for a step increase after 6-months of employment and thereafter will be eligible for annual increases. Employees hired at Step 2 or higher will be eligible for a step increase after 12-months of employment. All requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- **PERFORMANCE INCREASES:** Once an employee reaches Step 7 of the appropriate pay grade, the employee is eligible for a 1% annual increase to the maximum of the range based on the following criteria.

    a. Performance rated overall as 'Meets Expectations'.
    b. Other arrangements between Employee, Department Head and Human Resources Director.

  Requests for a performance range increase must be accompanied by a written performance review and recommendation by Department Head or designee.

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # R.3

Update and discussion on Green Bay Professional Police Association labor negotiations

The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Equal Rights Commission of the City of Green Bay

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # S.1

To hold the discussion on future plans to receive community input and feedback on diversity, equity, and inclusion opportunities and challenges for the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
December 21, 2021	

AGENDA ITEM # T.1

General Ordinance No. 31-21
An ordinance amending General Ordinance No. 42-20, relating to Temporary Expansion of Licensed Premises.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. DRAFT GO 31-21 Amend GO 42-20 Sunset Provision - Temp Expansion

GENERAL ORDINANCE NO. 31-21

AN ORDINANCE AMENDING
GENERAL ORDINANCE NO. 42-20
RELATING TO TEMPORARY EXPANSION OF PREMISES

SECTION 1. Section 2 of General Ordinance No. 42-20 is hereby amended as follows:

> Section 2. Sunset Provision. This ordinance is hereby repealed effective ~~December 31, 2021~~ **December 31, 2022**.

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

ljm

12/21/2020

FINAL PAYMENTS RESOLUTION
December 21, 2021
BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. SEWERS 5-20 S GRANDVIEW ROAD SANITARY SEWER
PTS CONTRACTORS, INC

TOTAL AMOUNT EARNED:	$	1,759,360.04
LESS AMOUNT RETAINED:	$	0.00
	$	1,759,360.04
LESS AMOUNT PREVIOUSLY PAID:	$	1,509,894.60
AMOUNT DUE THIS PAYMENT:	**$**	**249,465.44**

ACCOUNT NUMBERS
452500-55355-63020: $105,288.84
452500E-55305-63020: $144,176.60
PO #2000123

2. BRIDGE 2-21 (MONROE AVENUE B-5-255 EXPANSION JOINT RECONSTRUCTION)
ZENITH TECH, INC

TOTAL AMOUNT EARNED:	$	156,190.00
LESS AMOUNT RETAINED:	$	0.00
	$	156,190.00
LESS AMOUNT PREVIOUSLY PAID:	$	152,285.25
AMOUNT DUE THIS PAYMENT:	**$**	**3,904.75**

ACCOUNT NUMBERS
401500E-55311-69041:$3,904.75
PO #2100081

Adopted _____, 2021

Approved _____, 2021

_____
Mayor

ATTEST:

_____
City Clerk

KRV

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

December 21, 2021 **Resolution No. _____**

Resolution Approving a Bond Issue and Housing Project
of the Housing Authority of the City of Green Bay, Wisconsin
(University Village Housing, Inc.)

WHEREAS, on November 10, 2021, a public hearing was held before a representative of the Housing Authority of City of Green Bay, Wisconsin (the "**Authority**") with respect to the construction of a residential facility for students containing approximately 232 beds to be located on the University of Wisconsin – Green Bay campus (the "**Project**"), in the City of Green Bay, Wisconsin (the "**City**"); and

WHEREAS, notice of the public hearing, in the form attached hereto as Exhibit A and incorporated herein (the "**Notice**"), was published by at least one insertion in the official newspaper of the Authority for the publication of notices pursuant to Chapter 985 of the Wisconsin Statutes, which is a newspaper of general circulation in the locality of the Project, no less than seven days prior to the date of the public hearing; and

WHEREAS, the public hearing was conducted in a manner that provided a reasonable opportunity to be heard for persons with differing views on both issuance of the bonds referred to in the Notice (the "**Bonds**") and the location and the nature of the Project, which is to be financed by the Bonds; and

WHEREAS, the Authority has made a report of the public hearing to the Common Council (the "**Governing Body**") of the City, which report the Governing Body has considered; and

WHEREAS, the Governing Body is an elected legislative body of the City; and

WHEREAS, Sections 66.1201 to 66.1211 of the Wisconsin Statutes, as amended (the "**Act**"), provides that the Governing Body shall approve any housing project to be undertaken by the Authority; and

WHEREAS, the Bonds shall not constitute an indebtedness of the Authority or the City within the meaning of any State of Wisconsin constitutional provision or statutory limitation, and shall not constitute, or give rise to, a pecuniary liability, direct or contingent, of any kind or degree whatsoever, of the Authority or the City or a charge against their general credit or taxing powers;

NOW, THEREFORE, for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Act, the Governing Body hereby approves the Project and the issuance of the Bonds therefor.

* * * * *

Adopted: December 21, 2021

Approved: December __, 2021

_____
Mayor

_____
Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING TO THE RESIDENTS OF THE CITY OF GREEN BAY, WISCONSIN

NOTICE IS HEREBY GIVEN that a representative of the Housing Authority of the City of Green Bay, Wisconsin (the "Authority") will hold a public hearing at 5:00 p.m. on Wednesday, November 10, 2021, remotely via Zoom, regarding the proposed issuance by the Authority of revenue bonds, at one or more times in one or more series, pursuant to Sections 66.1201 to 66.1211 of the Wisconsin Statutes, as amended, in a maximum aggregate principal amount not to exceed $25,000,000, on behalf of University Village Housing, Inc., a Wisconsin nonprofit corporation. The bonds would finance the construction of a residential facility for students containing approximately 232 beds to be located on the University of Wisconsin – Green Bay campus in the City of Green Bay, Wisconsin. The initial owner of the facilities will be University Village Housing, Inc.

The public hearing will be conducted in a manner that provides a reasonable opportunity to be heard for persons with differing views on both issuance of the bonds and the location and nature of the proposed facilities. Any person desiring to be heard on this matter is requested to attend the public hearing or send a representative by connecting to the hearing electronically using the below Zoom link:

https://us02web.zoom.us/j/85300145283?pwd=S3crSzM2UTdZdGRpanpubWNGWm0xdz09

or by calling in to the Zoom hearing at +1 312 626 6799 US (Chicago).
Find your local number: https://us02web.zoom.us/u/kBEik3NTD

The meeting ID is 853 0014 5283, and the passcode is 722334.

Written comments (not exceeding 250 words) to be considered at the hearing may be submitted to the Secretary of the Authority by email at Cheryl.Renier-Wigg@greenbaywi.gov or by mail at 100 North Jefferson Street, Room 608, Green Bay, Wisconsin 54301.

Comments made at the hearing are for the consideration of the Common Council of the City of Green Bay, Wisconsin.

/s/ Cheryl Renier-Wigg
Secretary

Publication/Posting Date: November 3, 2021

CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, hereby certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the "**City**"), and as such I have in my possession, or have access to, the complete corporate records of said City and of its Common Council (the "**Governing Body**") and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

Resolution Approving a Bond Issue and Housing Project of the Housing Authority of City of Green Bay, Wisconsin (University Village Housing, Inc. Project)

I do hereby further certify as follows:

1. **Meeting Date**. On December 21, 2021, a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On December ___, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On December ___, 2021 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

4. **Open Meeting Law Compliance**. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on December ___, 2021, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on December ___, 2021.

_____
Clerk

[SEAL]

RESOLUTION AUTHORIZING CONDITIONAL USE PERMIT AT 700 EAST WALNUT STREET (ZP 21-36)

December 21, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 21-36 and the recommendation of the Plan Commission on December 13, 2021, the City of Green Bay does to authorize a Conditional Use Permit (CUP) for a shelter use in an Office/Residential (OR) District at 700 East Walnut Street, submitted by Rob Frazier, St. John Evangelist Homeless Shelter, Inc., property owner:

PLAT OF NAVARINO N 134 FT OF LOT 845 & N 164 FT OF LOTS 843 & 844, 0.564 AC M/L

Tax Parcel No. 14-333

Said conditional-use permit shall be granted subject to:

a. A maximum residential capacity of 58 or as allowable under the International Building Code (IBC). The temporary shelter use will be permitted to operate from November 1 through April 30.

b. If the shelter facility use at 700 East Walnut is discontinued, the operation is dissolved, or if St. John the Evangelist Homeless Shelter, Inc. no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.

c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the use but not limited to:
   1. Police calls and other documented safety concerns.
   2. Inadequate facilities.

d. Conformance with the submitted operating plan submitted by the applicant.

e. Compliance with all other regulations of the Green Bay Municipal Code.

f. A site plan be reviewed and approved by the Community Development Review Team (CDRT).

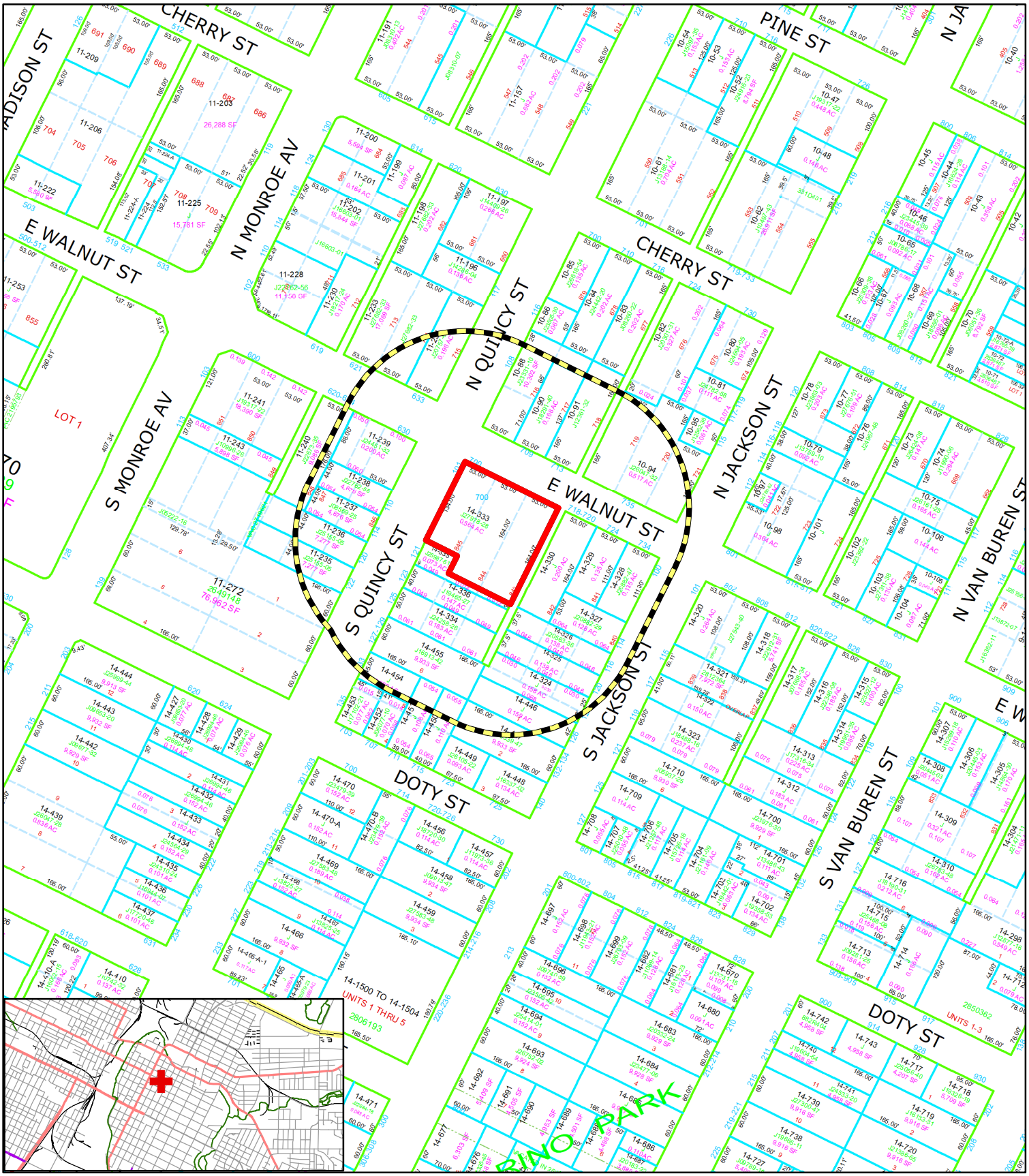
Adopted _____

Approved _____

_____
Mayor

_____
Clerk

Pn
Attachment – Map



Zoning Petition (ZP 21-36)

Proposed Conditional Use Permit (CUP)

700 East Walnut Street

Subject Area

200' Property Owner Notice

N

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

RESOLUTION AUTHORIZING
RELEASE OF TEMPORARY INGRESS/EGRESS EASEMENT
419, 435, AND 519 DONALD DRIVER WAY
(ED 21-01)

December 21, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting a temporary ingress/egress easement be discontinued at 419, 435, and 519 Donald Driver Way.

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such discontinuance.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 21-01 and the recommendation of the Plan Commission on December 12, 2021, the City of Green Bay does authorize the requested easement discontinuance for the following location located along Donald Driver Way:

Tax Parcels: 5-1771, 5-1773, 5-1772
Legal Description: ALL OF THE 30 FOOT WIDE TEMPORARY INGRESS / EGRESS EASEMENT GRANTED TO THE CITY OF GREEN BAY ACROSS LOTS 7 AND 8, AND OUTLOT 1, IN THE RECORDED PLAT OF "THE RAIL YARD" AS RECORDED IN VOLUME 24 OF PLATS, PAGE 110 AS DOCUMENT NUMBER 2858557, LOCATED IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

Adopted _____

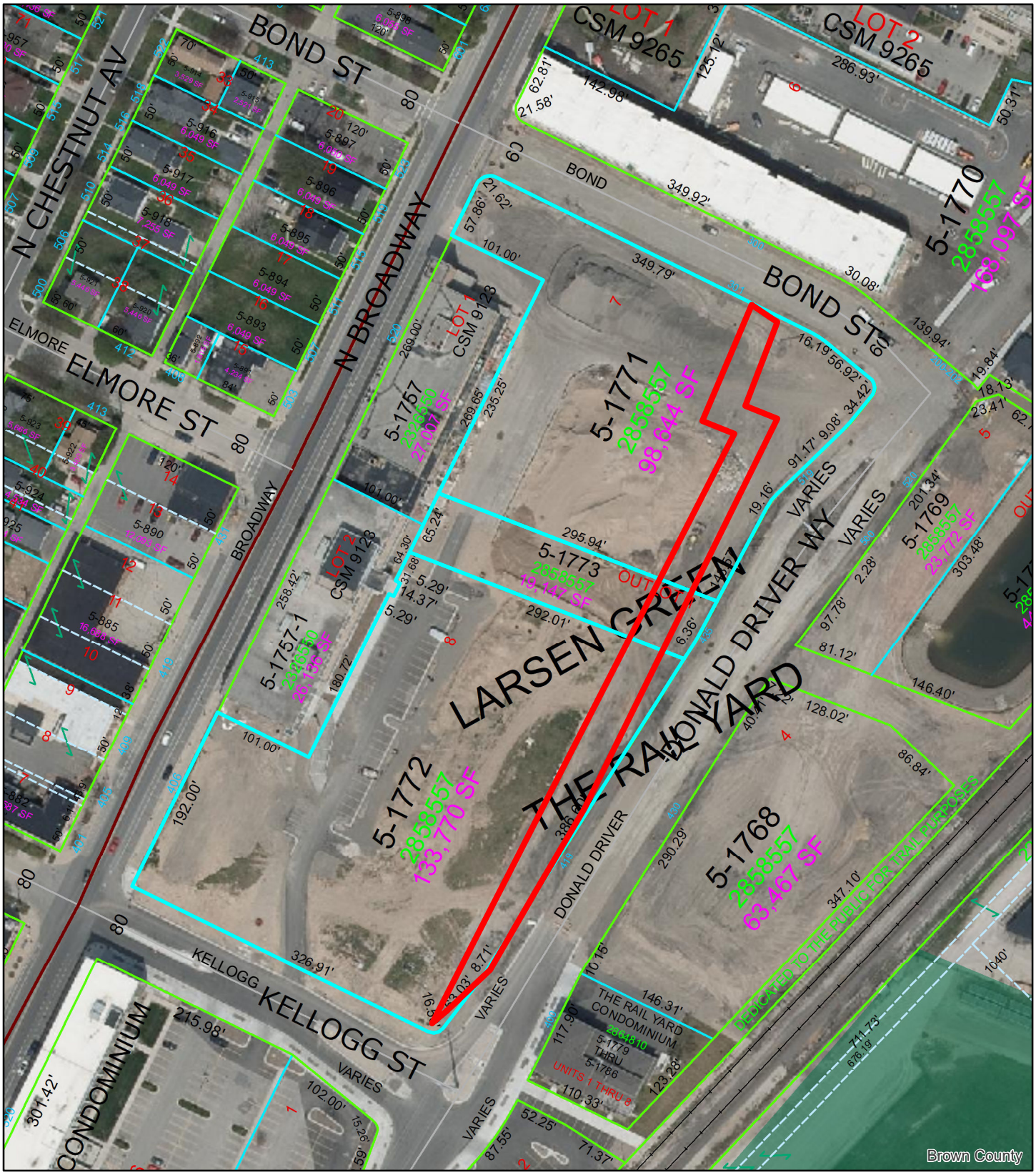
Approved _____

_____
Mayor

_____
Clerk

SJH

Attachment –Map, Exhibit



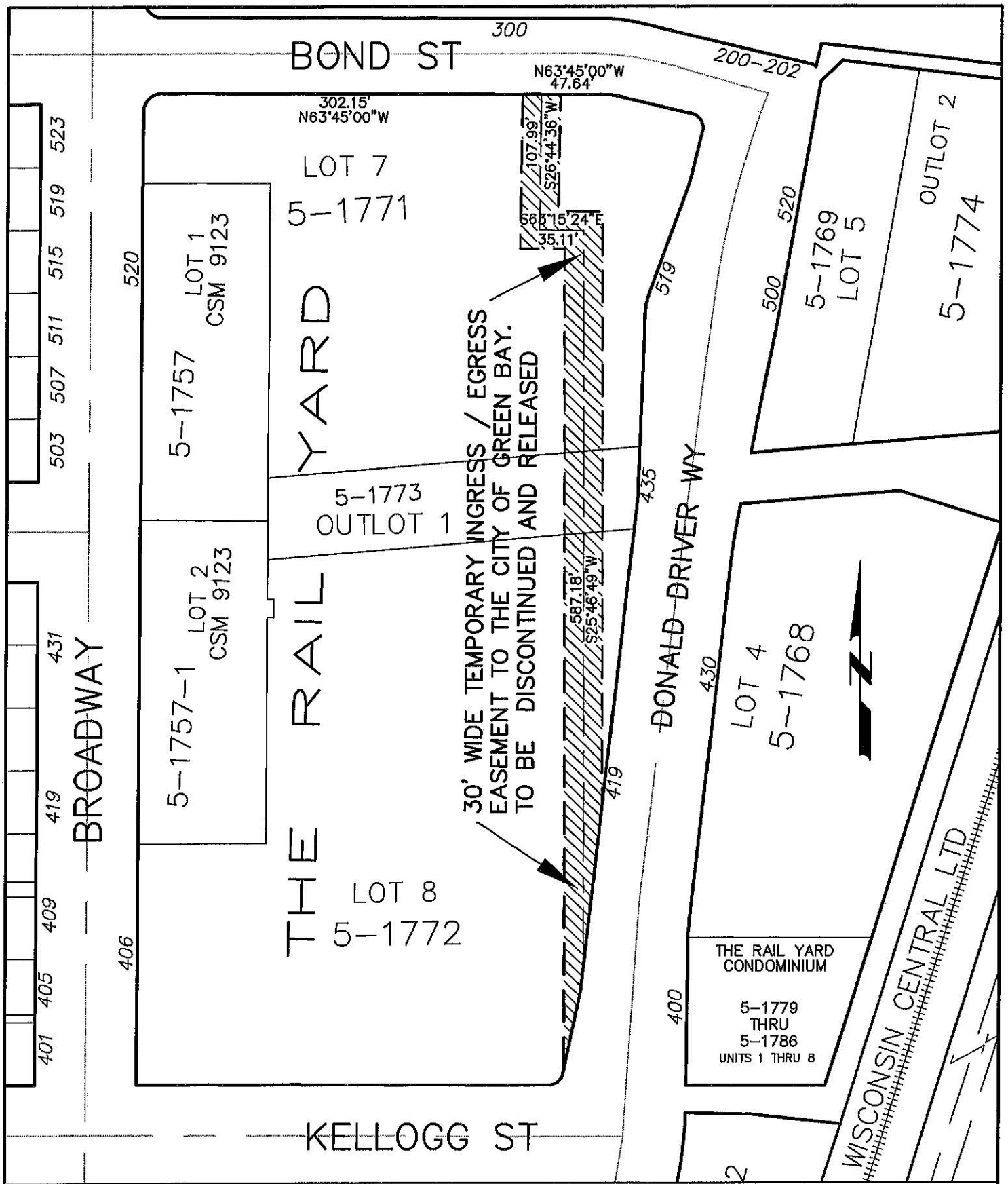
(ED 21-01) Release Temporary Easement, Donald Driver Way

Feet
0 37.5 75 150
N

Subject Parcels

General Easement Area (see exhibit for details)

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. 30 Nov 2021 X:\Planning\Basemaps\template_8.5x11.mxd



DISCLAIMER
This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

CITY OF GREEN BAY, WISCONSIN DEPT. OF PUBLIC WORKS– ENGINEERING DIVISION	DISCONTINUANCE & RELEASE OF TEMPORARY INGRESS/EGRESS EASEMENT

I:\DeptData\PubWorks\Eng\CAD\ACAD\ROW\Easement\Discont\Rail Yard Temp Ingress-Egress.dwg, 8.5x11, 11/5/2021 11:01:03 AM

RESOLUTION AUTHORIZING
RELEASE OF LANDSCAPE EASEMENT FOR
1440-1450 VELP AVENUE
(ED 21-02)

December 21, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting a partial landscape easement be discontinued at 1440-1450 Velp Avenue.

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such discontinuance, subject to the following conditions:

1. Department of Public Works has no objection and does not have facilities present in the subject area.
2. In the event that sidewalks are required to be constructed along Velp Avenue, the adjacent owner(s) shall, at their expense, regrade the area to conform to the established sidewalk grade ordinance.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 21-02 and the recommendation of the Plan Commission on December 13, 2021, the City of Green Bay does authorize the requested easement discontinuance for the following parcel located along Velp Avenue:

Tax Parcel: 6-40-F.
Legal Description: Part of Lot 2, Volume 6, Certified Survey Map, Page 405, Map No. 1603, Document No. 863127, Brown County Records, being located in Lot 57 of the Fort Howard Military Reserve, City of Green Bay, Brown County, Wisconsin. Bearing referenced to the Northwestern Line of Lot 2, assumed to be N25.52’45”E.

18,612 SQ FT LOT 2 OF 24 CSM 182 BNG PRT OF LOT 57 FORT HOWARD MILITARY RESERVE. 122,542 SQ FT LOT 3 IN 3 CSM 627 & PRT LOT 4 DESC IN J03710-28 & LOT 2 OF 6 CSM 405 BNG PRT OF LOT 57 FHMR & PRT OF LOT 57 FHMR DESC IN 2808553 & EX PCL 169 OF TPP 1450-04-21-4.25. Utility Easement: S43.41’35”E 122.29’, S67.53’34”E 81.82’.

Adopted _____

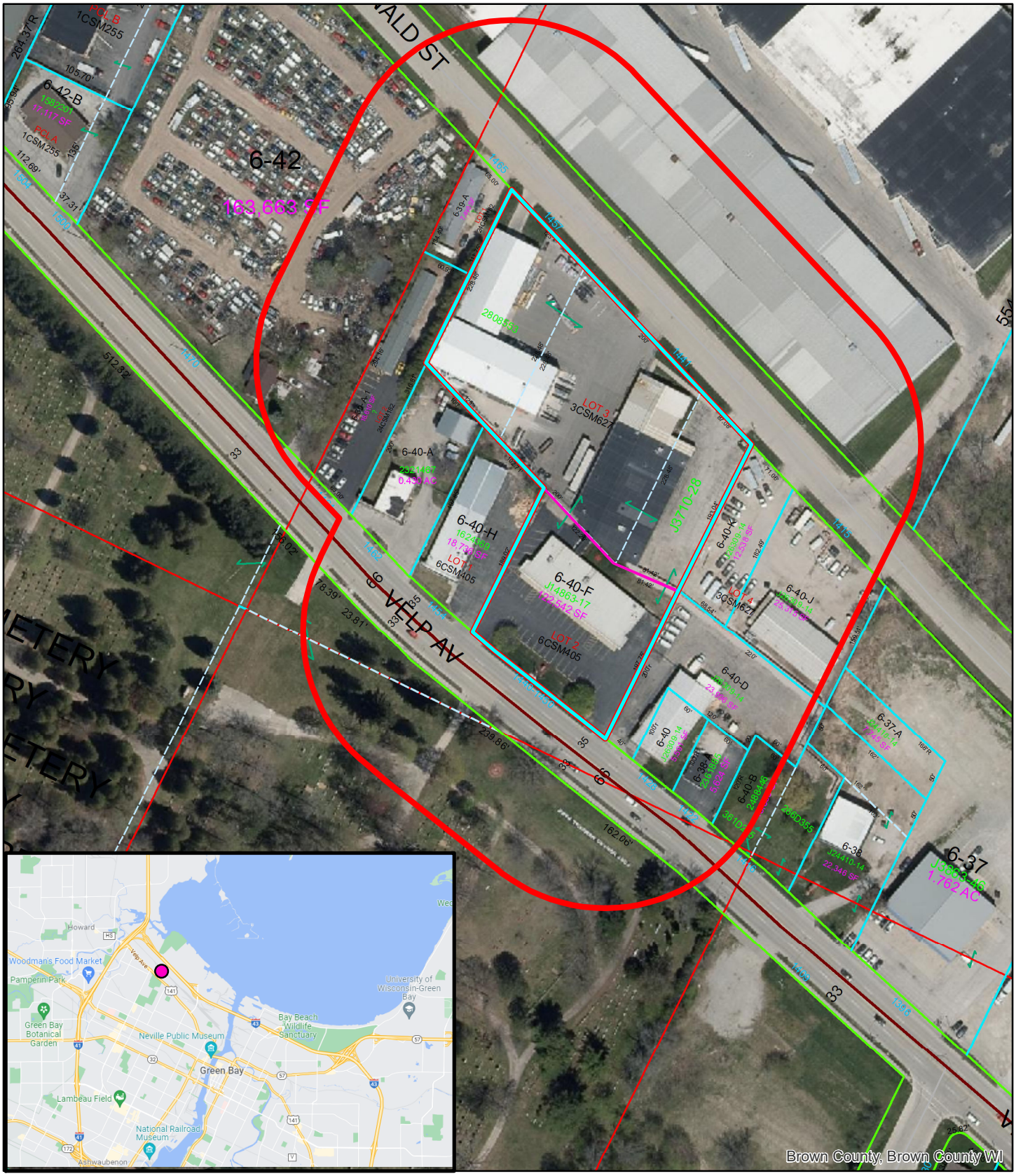
Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

MS

Attachment – Map



N

(ED 21-02) Easement Discontinuance
1440-1450 Velp Avenue
Green Bay, WI, 54303

Feet
0 40 80 160

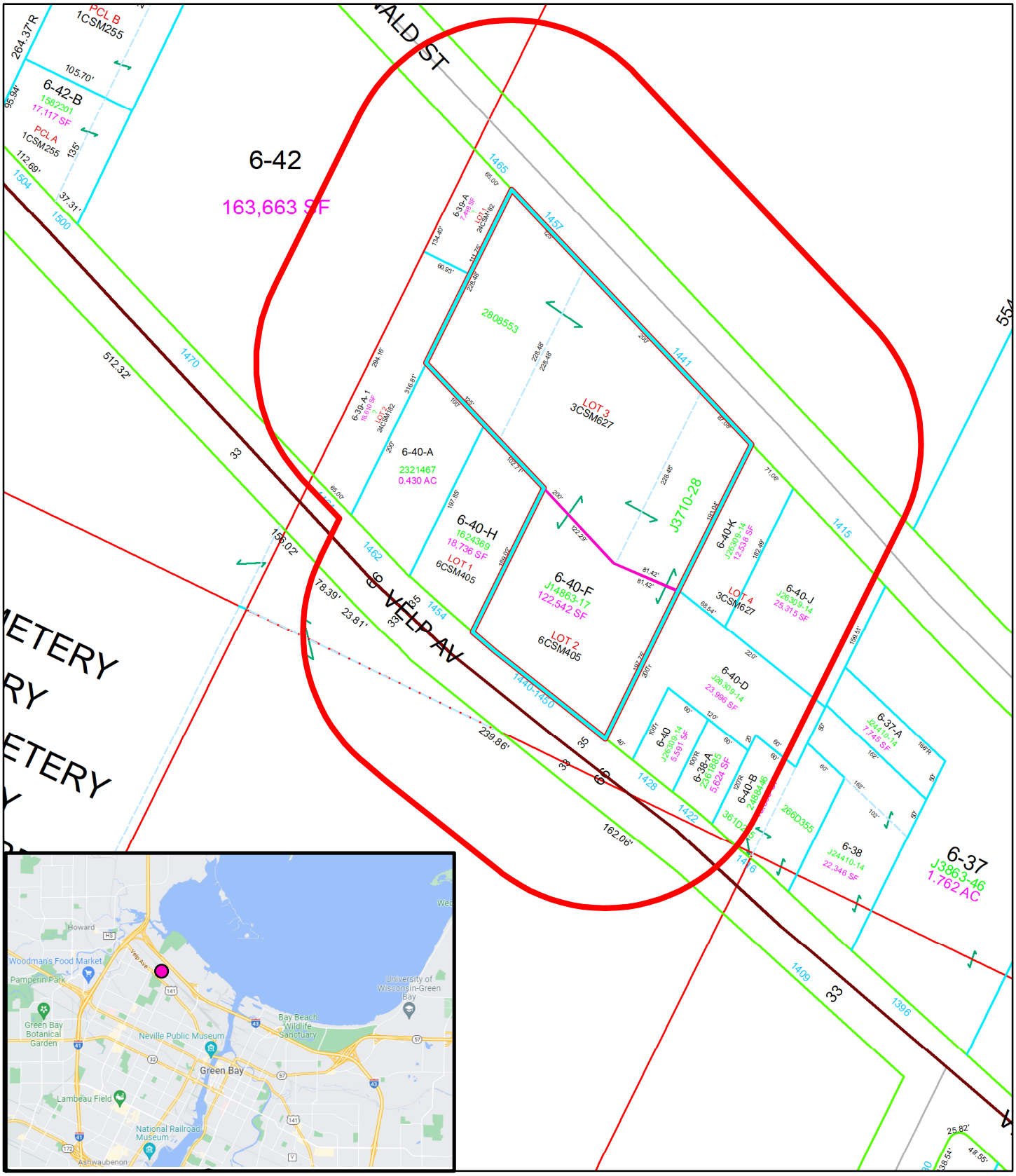
Parcel

Public Utility Easement

Notification Area
200'

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

Parcel Number:
6-40-F



N

(ED 21-02) Easement Discontinuance
1440-1450 Velp Avenue
Green Bay, WI, 54303

Feet
0 40 80 160

Parcel

Public Utility Easement

Notification Area
200'

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

Parcel Number:
6-40-F

ZONING ORDINANCE NO. 16-21

AN ORDINANCE AMENDING
ZONING ORDINANCE NO. 15-18 FOR THE
PLANNED UNIT DEVELOPMENT ON THE EAST SIDE
OF NORTH BROADWAY (400 THROUGH 600 BLOCK)
(ZP 21-30)

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 the 400-600 Block of Broadway is hereby amended by adding the following language:

> SECTION 2.A.1.c.(1). Multiple-family uses within Development Area "A-2," as depicted on "Exhibit A: Development Areas – Amended," are permitted to contain residential uses on the ground/first floor of a mixed-use building, with the exception of the Broadway frontage which must remain limited to active non-residential uses with the structure built to commercial building code standards applicable to business/assembly use. Ground/first floor residential uses shall include individual entrances onto the public right of way.

SECTION 2. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee-simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 3. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

The exhibit attached to Zoning Ordinance 15-18 and identified as Exhibit B is hereby repealed. The attached "Exhibit A: Development areas – Amended" hereby replaces said former Exhibit B.

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

SECTION 5. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 6. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 7. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

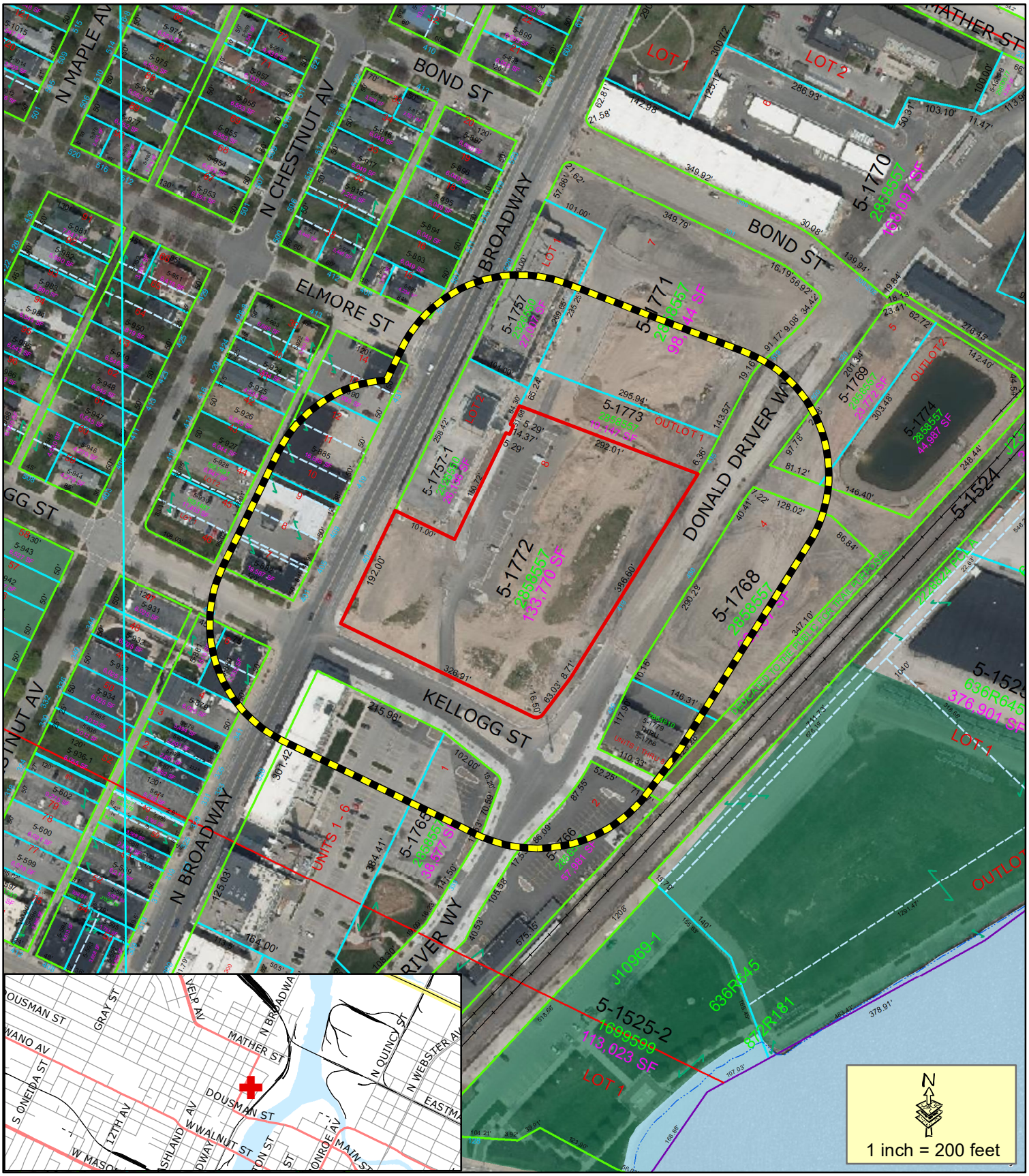
_____
Mayor

ATTEST:

_____
Clerk

db

Attachment: Exhibit A: Development Areas – Amended



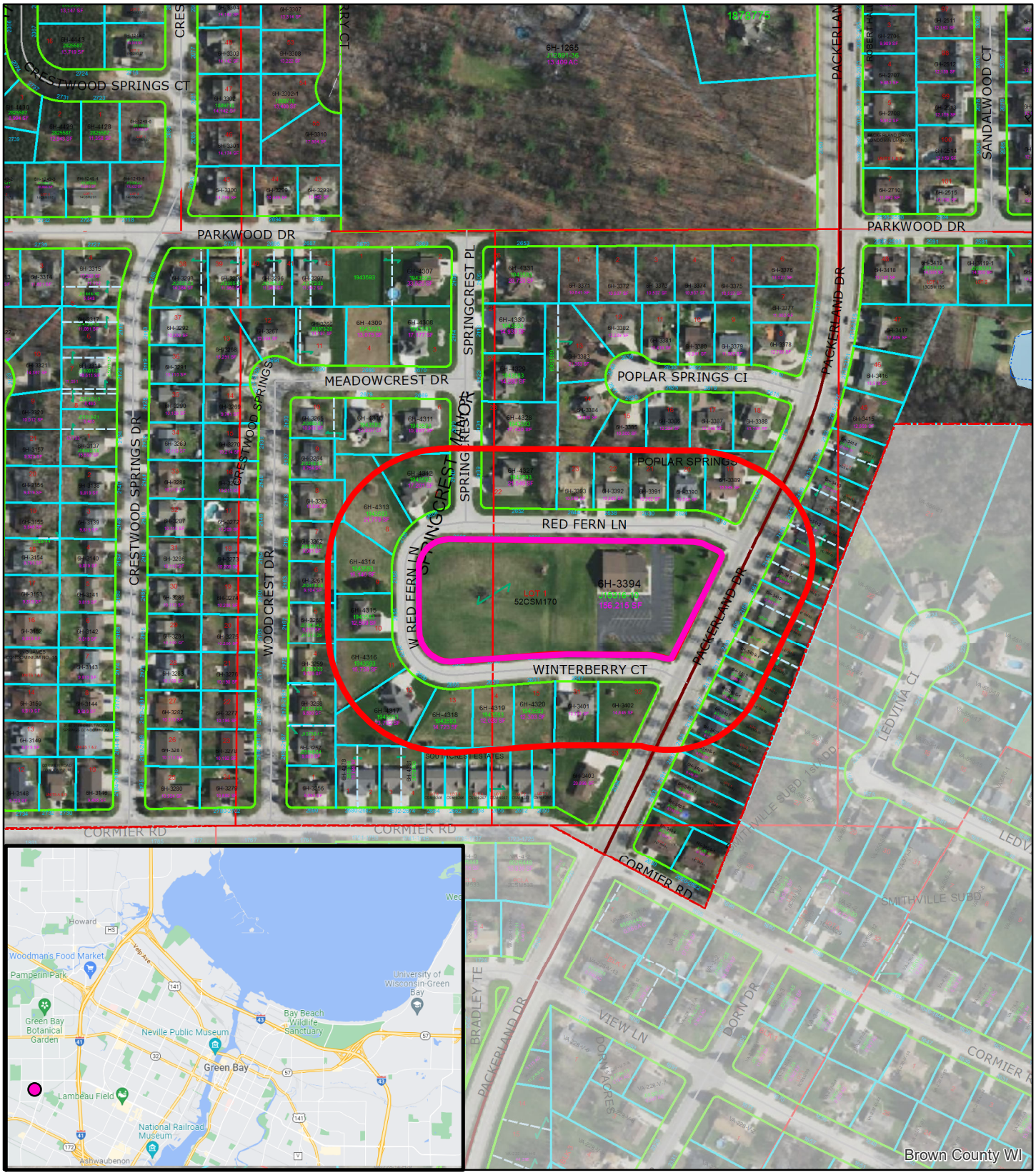
Proposed CUP

200' Property Owner Notice

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

Zoning Petition (ZP 21-30)
Proposed amendment to
ZO 15-18 (Rail Yard Planned Unit Development) at
419 Donald Driver Way/406 N Broadway

CITY OF GREEN BAY 1854 Titletown, USA



N

(ZP 21-34) Zoning Petition
Rezone 2160 Packerland Drive
Beautiful Savior Evangelical Lutheran Church
Green Bay, WI, 54313

Feet
0 85 170 340

Subject Parcels

Notification Area 200'

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

Parcel Numbers:
6H-3394

ZONING ORDINANCE NO. 18-21

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 2160 PACKERLAND DRIVE FROM LOW-DENSITY RESIDENTIAL (R1) DISTRICT TO PUBLIC INSTITUTIONAL (PI) DISTRICT (ZP 21-34)

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 the following described property located at 2160 Packerland Drive from Low-Density Residential (R1) District to Public Institutional (PI) District:

ADDRESS: 2160 Packerland Drive

TAX PARCEL: 6H-3394

All of Lot 1, Brown County Certified Survey Map Number 7618, as recorded in Volume 52 of Certified Survey maps, Page 170, as Document Number 2297674, (being all of Lots 24, 25, 26, 27, 28, 29 and 30, of Poplar Springs subdivision, as recorded in Volume 17 of Plats, Page 153, as Document Number 933293; and Lots 16, 17, 18, 19, 20 and 21, of Springcrest Manor subdivision, as recorded in Volume 22 of Plats, Page 30, as Document Number 1995209), all located in the City of Green Bay, Brown County, Wisconsin,

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

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

_____
Mayor, Eric Genrich

ATTEST:

_____
Clerk, Celestine Jeffreys

ms
Attachment – Map

ZONING ORDINANCE NO. 17-21

AN ORDINANCE
REZONING PROPERTIES LOCATED AT
702-730 NORTH QUINCY STREET & 708 HARVEY STREET
FROM GENERAL INDUSTRIAL (GI)
TO PUBLIC INSTITUTIONAL (PI) DISTRICT
(ZP 21-35)

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 the following described properties located at 702-730 North Quincy Street and 708 Harvey Street from a General Industrial (GI) District to a Public Institutional (PI) District:

Tax Parcel 7-544: MC CORMICK & FLATLEYS SUBD PART OF LOTS 21 & 22 LYING W OF RR TRACK EXC N 50 FT THEREOF & ALSO EX J5810-29 FOR ST BLK B
Described area contains 5,968 square feet / 0.137 acres more or less.

Tax Parcel 7-545-1: MC CORMICK & FLATLEYS SUBD N50 FT OF LOTS 21 & 22 W OF RR BLK B & 1/2 VAC ALLEY ADJ NLY
Described area contains 4,784 square feet / 0.110 acres more or less.

Tax Parcel 7-520-A: LOT 3 OF 30 CSM 281 BNG PRT OF LOTS 1 & 2 BLK B & BNG PRT VAC ALLEY MC CORMICK & FLATLEYS SUBD
Described area contains 10,321 square feet / 0.237 acres more or less.

Tax Parcel 7-520: LOT 2 OF 30 CSM 281 BNG PRT OF LOTS 1 & 2 BLK "B" MC CORMICK & FLATLEY'S SUBD EX RR
Described area contains 8,781 square feet / 0.202 acres more or less.

Tax Parcel 7-521: LOT 1 OF 30 CSM 281 BNG PRT OF LOT 2 & ALL OF LOT 3 & N1/2 VAC ALLEY SLY BLK "B" MC CORMICK & FLATLEY'S SUBD EX RR
Described area contains 10,747 square feet / 0.247 acres more or less.

Tax Parcel 7-567: R-O-W OVER MC CORMICK & FLATLEYS SUBD LOT 2 BLK A & OVER LOTS 2,3,20,21 & 22 BLK B & OVER LOT 1 BLK C EX RDS & EX J13708-25
Described area contains 5,576 square feet / 0.128 acres more or less.

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

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

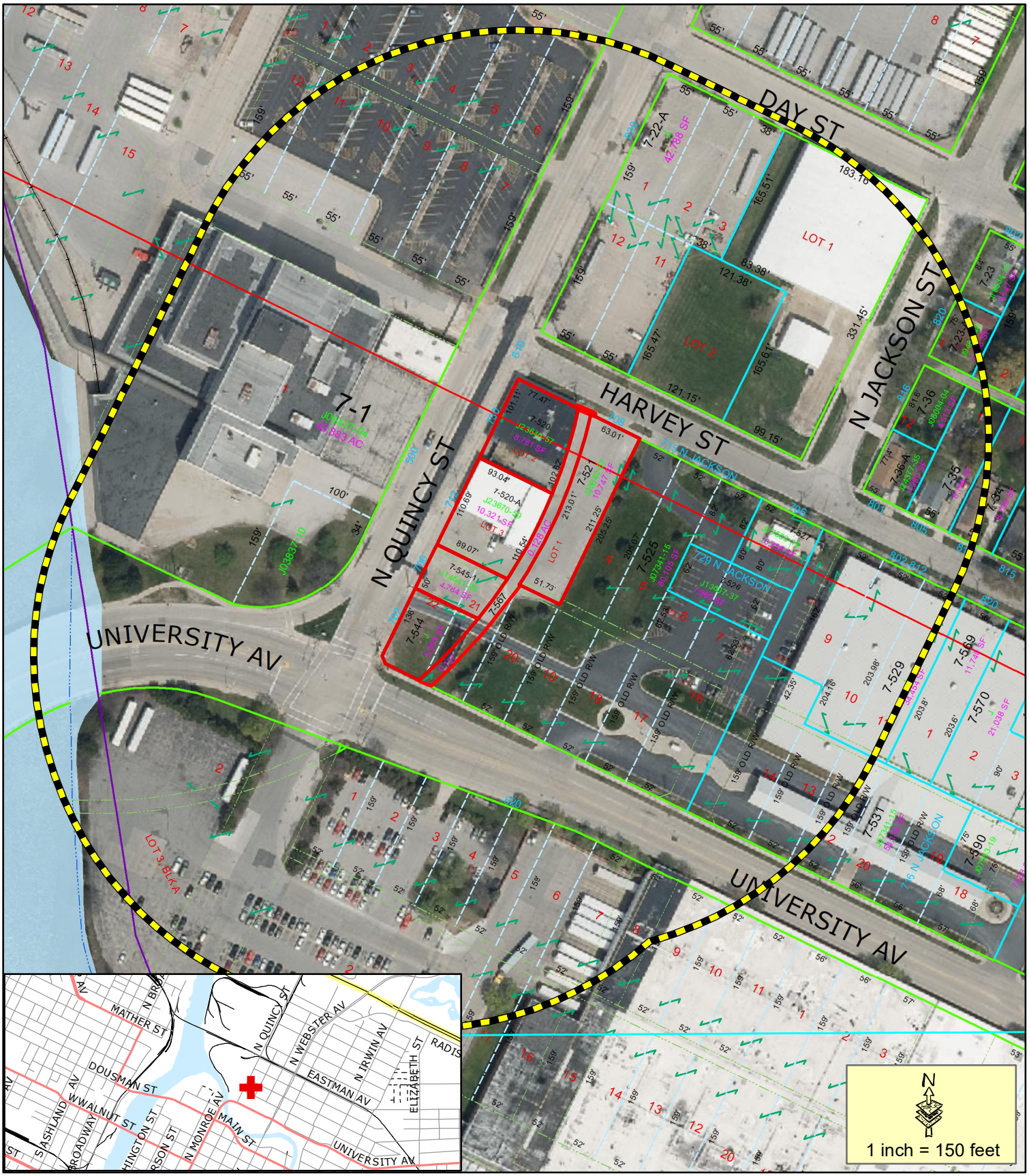
_____
Mayor

ATTEST:

_____
Clerk

Db

Attachment – Map



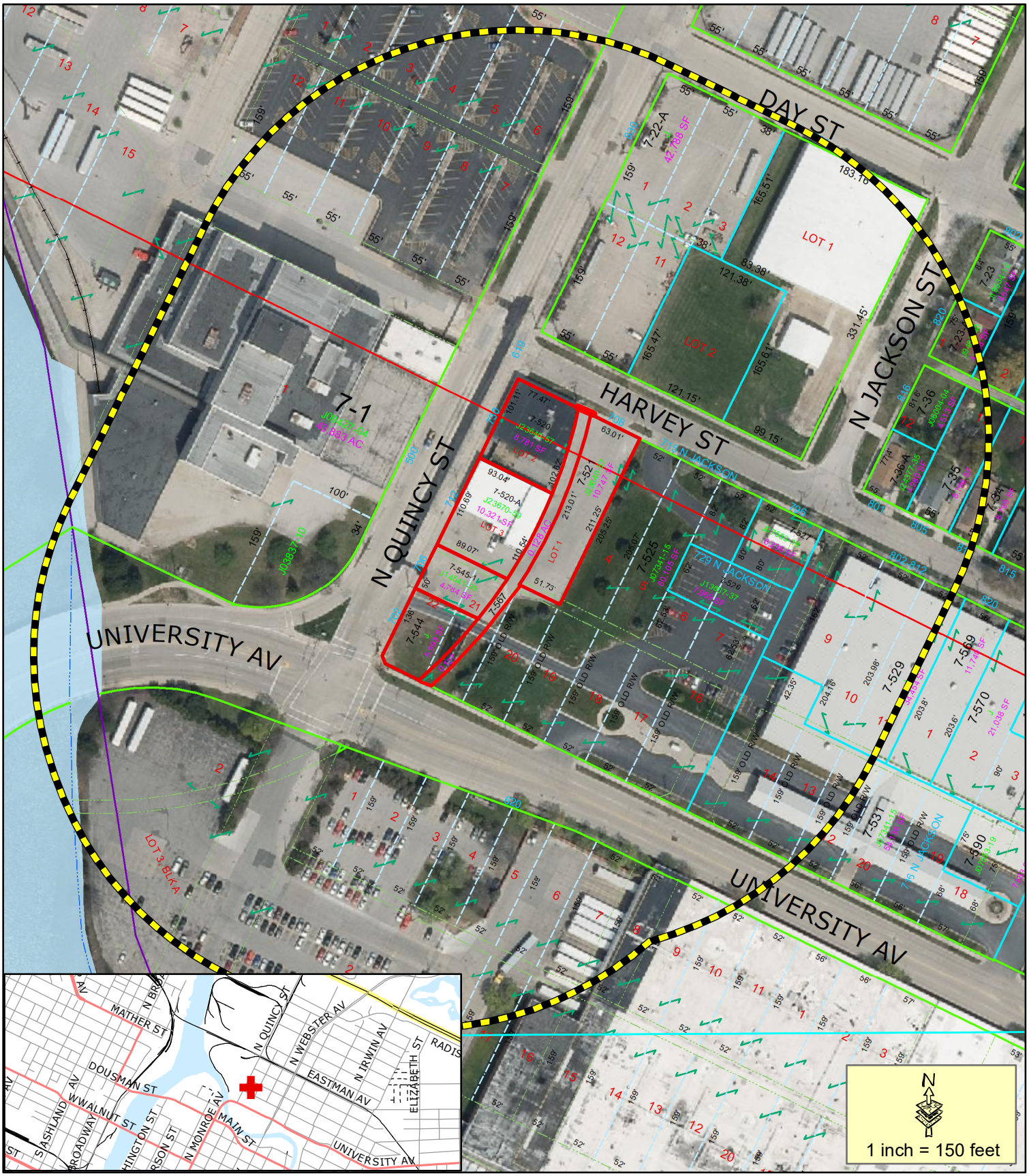
Proposed CUP

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 DB

Zoning Petition (ZP 21-35)
Proposed rezone from
GI to PI at 702-730
N Quincy & 708 Harvey

CITY OF GREEN BAY 1854 Titletown, USA



Proposed CUP

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 DB

Zoning Petition (ZP 21-35)
Proposed rezone from
GI to PI at 702-730
N Quincy & 708 Harvey

CITY OF GREEN BAY 1854 Titletown, USA