



AGENDA OF THE COMMON COUNCIL

TUESDAY, JANUARY 18, 2022, 6:00 PM

In person at City Hall Room 203--Council Chambers.

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

- I. This item contains a comment form link and instructions for the virtual Zoom meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. Approval of the minutes from the December 21, 2021 Common Council Meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. New Appointments:

Sex Offender Residency Board

Alex Kaker, 1761 Carriage Ct., Green Bay, WI 54304

Term to expire: January 1, 2027

Craig Coleman, 1217 S Quincy St., Green Bay, WI 54301

Term to expire: April 1, 2023

Ad Hoc Facilities Committee

Ian Griffiths, 1023 S. Van Buren, Green Bay, WI 54301

Chet Lamers, 2690 Dickinson Rd., DePere, WI 54115

Paul Martzke, 1125 S. Monroe, Green Bay, WI 54301

Olde Main Street BID Board

Joan Johnson, 1244 Main St., Green Bay, WI 54301

Term to expire: January 1, 2023

Reappointments:

Olde Main Street BID Board

Jim Wochinske, 1131 Main St., Green Bay, WI 54301

Term to expire: January 1, 2025

J. Ordinances - Second Reading for Adoption.

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

K. Committee of the Whole

1. An appeal by Steve Olson on the denial of a Certificate of Appropriateness, 137 N. Oakland Avenue. This item was denied at the meeting of the Landmarks Commission, November 17, 2021.

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

2. Consideration, with possible action, on a resolution supporting new neighbors from Afghanistan.

L. Report of the Redevelopment Authority. (January 11, 2022)

1. To amend the draft First Amendment to Development Agreement 2021-01 with Merge, LLC, which includes the dates shifting six months and also accommodating Arndt Street to be completed by May 31, 2024, and to approve as amended.

M. Report of the Improvement & Services Committee (January 12, 2022).

1. To hold until the Wednesday, January 26, 2022 Improvement and Services Committee meeting the request to review the list of streets for resurfacing and reconstruction in the 2022 Capital Improvement Program. (Ald. Wery)
2. To hold until the Wednesday, January 26, 2022 Improvement and Services Committee meeting the request to include the resurfacing of Hickory Hill Drive (South Oneida Street to 12th Avenue) and Redwood Drive (Hickory Hill Drive to 9th Street) in the 2022 Capital Improvement Program. (Ald. Wery)
3. To approve the request by KS Energy Services to renew the annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.
4. To approve the request by Speedy Clean, Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.
5. To receive and place on file the report of actions taken by Department of Public Works

A. Granting of Licenses

1. Sidewalk Builder

- a. Complete Concrete Solutions LLC
- b. Dorner Equipment Sales & Service, LLC
- c. J.C. Santy Construction, LLC
- d. James J. Calmes & Sons, Inc.
- e. Martell Construction, Inc.
- f. Tiletown Construction LLC

2. Tree & Brush Trimmer

- a. A Four Season Tree Care
- b. Asplundh Tree Expert LLC
- c. Best Enterprises, LLC
- d. Epic Innovations, LLC d.b.a. Epic Tree Care

- e. Fall-Rite Services, LLC
- f. Holtger Bros., Inc.
- g. Selner Tree & Shrub Care
- h. Yesterdays Trees LLC
- i. Z's Tree Services, LLC

3. Underground Sprinkler System

- a. Irrigation Doctors LLC
- b. Lizer of Wisconsin, Inc.
- c. NEW Irrigation, LLC d.b.a. Conserva Irrigation
- d. RainMaster Irrigation Inc.
- e. The Sprinkler Company, Inc.

N. Report of the Protection & Policy Committee. (January 10, 2022)

- 1. To approve a request by Harp & Eagle LTD (St. Brendan's Inn) at 234 S. Washington St. to temporarily extend their license premises to the parking lot on March 12 (10a.m.-3p.m.), March 13 (noon to 4 p.m.) and March 17 (11 a.m. to 9 p.m.) for the 18th annual st. Baldricks/St. Patrick's Day events.
- 2. To rescind a request by LCS LLC at 1583 Main St. to extend the issuance of their liquor license due to Inspections (Granted at the 10/19/2021 Common Council Meeting).
- 3. To refer to staff for report at Protection and Policy meeting March 14, 2022 to dissolve the Economic Development Authority and to assign charter obligations and responsibilities to the Redevelopment Authority (Alder Johnson, District 9).
- 4. To approve General Ordinance No. 01-22, amending Section 4-4(e), Green Bay Municipal Code, relating to Temporary Expansion of Licensed Premises.
- 5. To receive and place on file the Liquor Violation Report for January 2022.

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

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

P. Report of the Finance Committee. (January 11, 2022)

- 1. To receive and place on file a request by Ald. Brunette to the Finance Committee which states: "For Representative David Steffen to provide a presentation on his proposed legislation regarding Lambeau Field and the Stadium Board, and for him to explain how it affects the City of Green Bay. I propose this be a question and answer session with committee members and other alders in addition to the presentation."
- 2. To receive and place on file the City of Green Bay's 10-33 program inventory.

Q. Report of the Park Committee (January 12, 2022).

1. To approve the request by TDS Metrocom, LLC for a 15'x20' Utility Easement at He-Nis-Ra Park.
2. To approve revising the open park hours at Ken Euers Natural Area and to direct staff to modify Ordinance Chapter 28, Section 28-4 accordingly and bring the ordinance modifications back to Parks Committee for review.
3. To receive and place on file the presentation of the St. John's Homeless Shelter ENGAGE program year end summary.

R. Report of the Personnel Committee (January 11, 2022).

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Administrative Clerk - Public Works
 - b. Civil Engineer - Public Works
 - c. Operator II - Public Works
 - d. Park Maintenance Worker - Park, Recreation & Forestry
 - e. Parking Maintenance Technician - Public Works
2. Refer to staff to repeal and recreate Green Bay Municipal Code 2-79 and 2-81 to include indefinite terms for appointed officials and Common Council removal for cause by majority vote for the February 1, 2022 Common Council Meeting.
3. To approve the 2022 - 2024 labor agreement between the City of Green Bay and Amalgamated Transit Union, Local Division 857, Bus Operators.

The Committee 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 Committee 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 Public Arts Commission. (December 22, 2021)

1. To approve the Call-for-Artists for the Shipyard Underpass Placemaking Project with the following amendments:
 - Incorporate language encouraging underrepresented applicants to apply.
 - Fix minor grammatical errors.
 - Expand details on how the physical site will be allocated per artist(s).
 - Expand to select up to 8 finalists to be narrowed down to 1-4 selected artists.
 - Incorporate image size/file requirements for submission.
 - To include language specifying the final artwork must be suitable for the public.

T. Receive and Place on File.

1. Building Report for December 2021
2. Municipal Court report for December 2021.

U. Resolutions.

1. Preliminary resolution declaring intent to exercise special assessment powers under Section 66.0703, Wisconsin Statutes, for the installation of asphalt resurfacing.
2. Preliminary resolution declaring intent to exercise special assessment powers under Section 66.0703, Wisconsin Statutes, for the installation of asphalt pavement.
3. Resolution authorizing release of utility easement at 1440-1450 Velp Avenue (held from the 12/21/21 council meeting).
4. Resolution drawing final orders to contractors for January 18, 2022.
5. Resolution supporting new neighbors from Afghanistan.
6. Resolution approving a Hold Harmless Agreement with KS Energy Services for City of Green Bay sewer system access.
7. Resolution approving Hold Harmless Agreement to Speedy Clean, Inc. to conduct inspection of sewer mains and laterals.

V. Ordinances - First Reading.

1. General Ordinance No. 01-22
An ordinance amending Section 4-4(e), Green Bay Municipal Code, relating to Temporary Expansion of Licensed Premises.

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



2022-01-18 Common Council

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/85802410371>

Meeting ID: 858 0241 0371

Passcode: 092182

One tap mobile

+13017158592,,85802410371#,,,,*092182# US (Washington DC)

+13126266799,,85802410371#,,,,*092182# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 858 0241 0371

Passcode: 092182

Find your local number: <https://us02web.zoom.us/j/85802410371>

Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting.

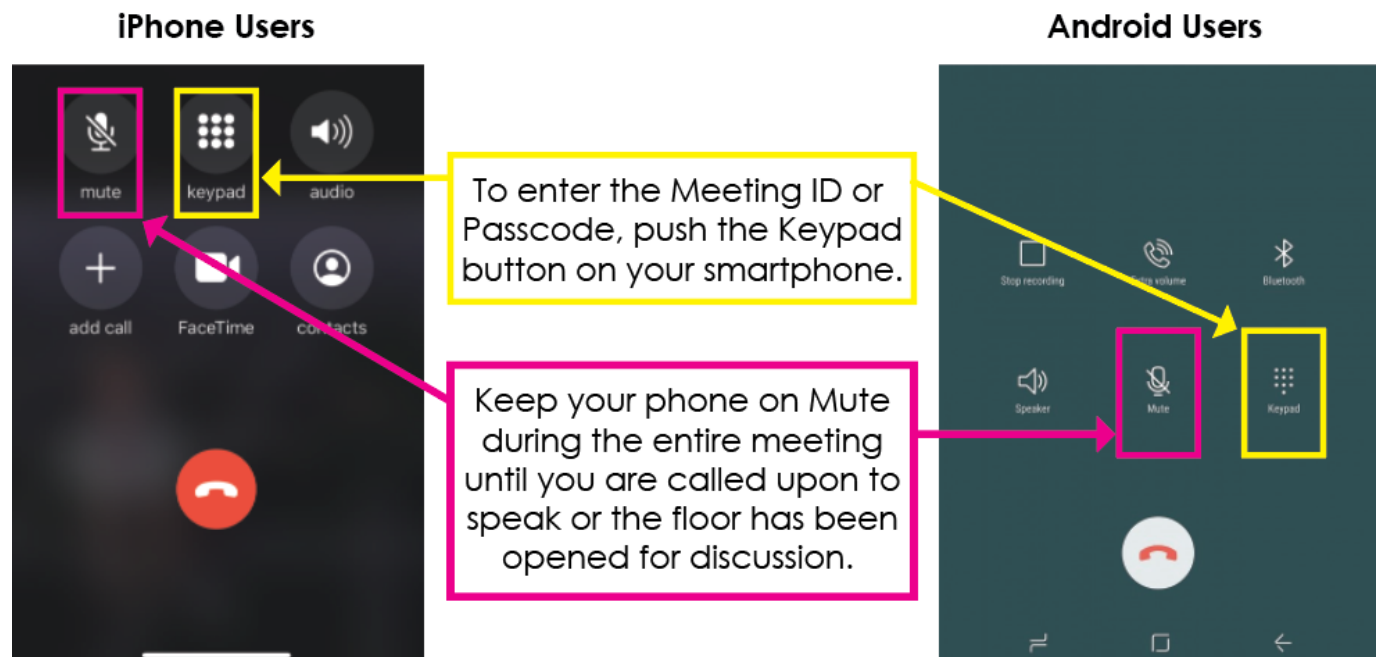
Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must state their name and address for the minutes.
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
 - a. You may unmute yourself when you are called upon to speak.
4. Waiting room
 - a. When you call in or connect via web or Zoom app, you will be placed in a "waiting room."
 - b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. 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 be tied to an email.
6. Raising your hand
 - a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the "raise your hand" tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
 - b. Persons with items on the agenda or other interested parties—you can also utilize the "raise your hand" tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to "open the floor for interested parties to speak." Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
 - d. Computer—you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
 - e. For tablet and computer users—if you download the app you may be asked to verify your email.

8. Zoom etiquette
 - a. Muting yourself when you're not speaking 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 state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

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



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:

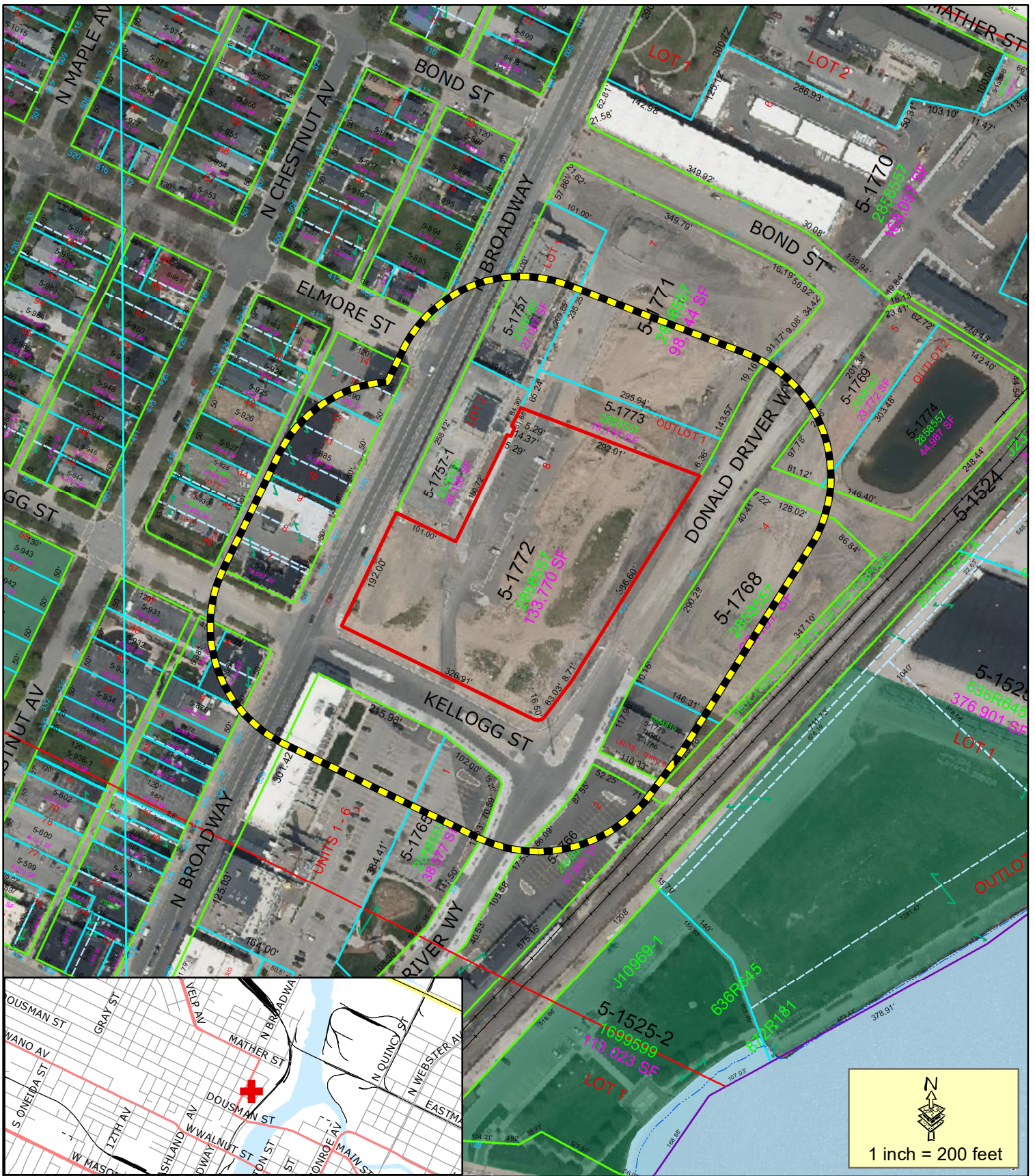
Mayor

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



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.

ZONING ORDINANCE NO. 17-21

PAGE 2

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:

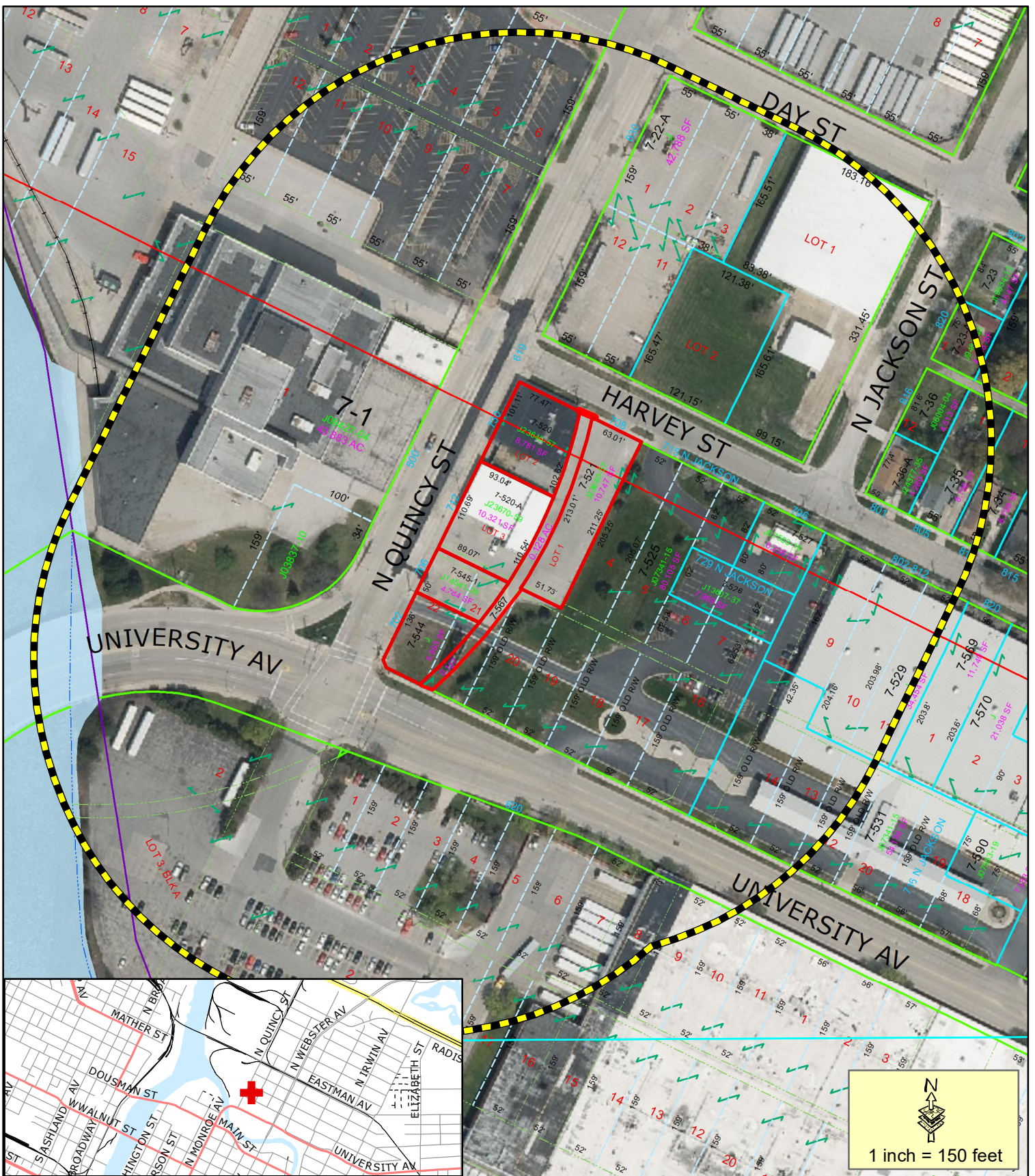
Mayor

ATTEST:

Clerk

Db

Attachment – Map

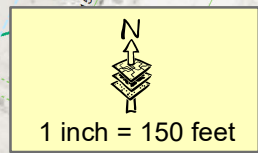


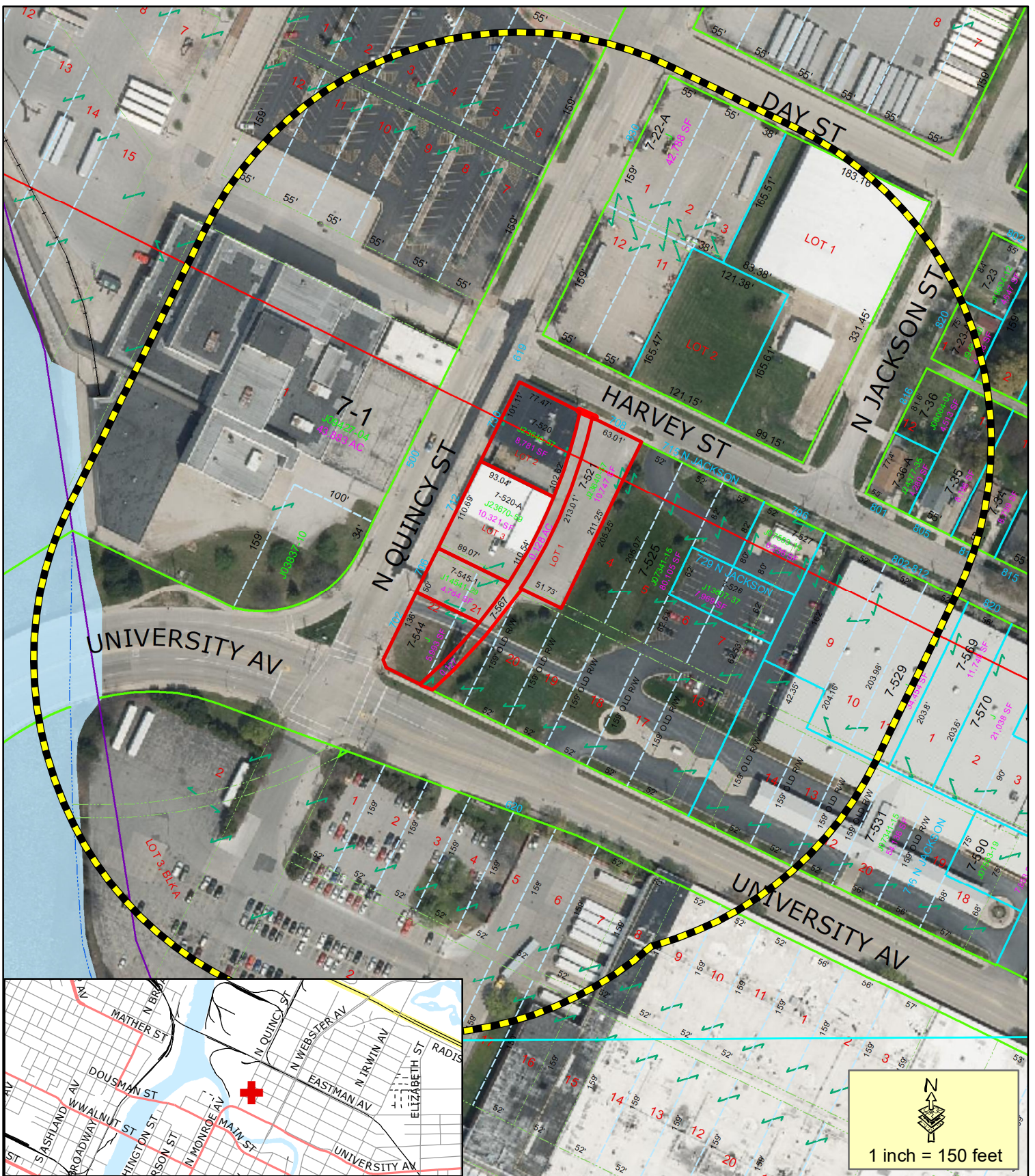
- Proposed CUP
- 400' Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 21-35)

Proposed rezone from GI to PI at 702-730 N Quincy & 708 Harvey



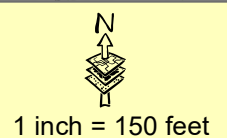


- Proposed CUP
- 400' Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 21-35)

Proposed rezone from GI to PI at 702-730 N Quincy & 708 Harvey



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.

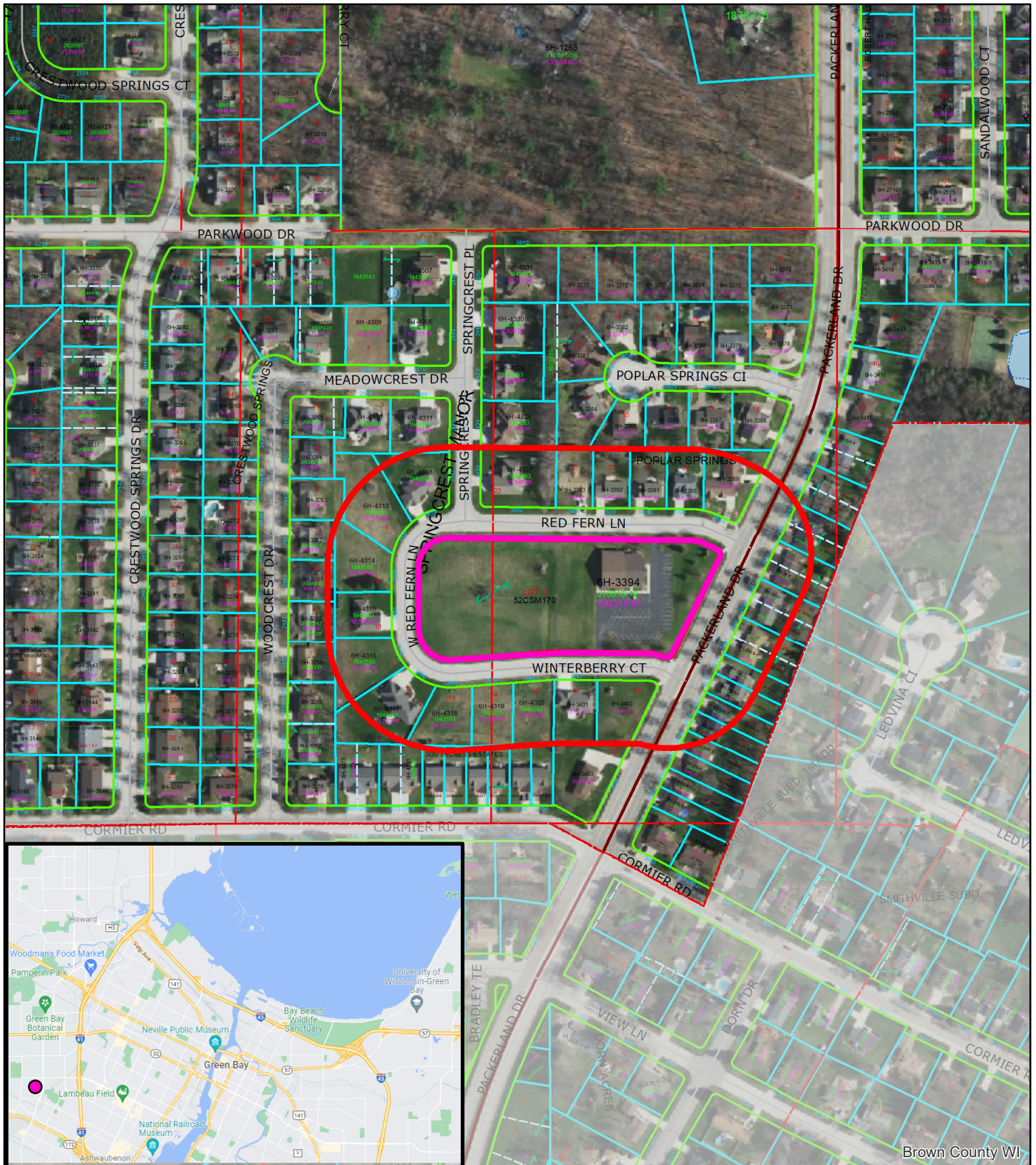
APPROVED:

Mayor, Eric Genrich

ATTEST:

Clerk, Celestine Jeffreys

ms
Attachment – Map



(ZP 21-34) Zoning Petition
Rezone 2160 Packerland Drive
Beautiful Savior Evangelical Lutheran Church
Green Bay, WI, 54313

0 85 170 340 Feet

- Subject Parcels
- Notification Area 200'

Parcel Numbers:
6H-3394

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Background Information on COA 21-35, 137 N. Oakland Avenue

Landmarks Commission

The City of Green Bay Historic Preservation ordinances were revised August 21, 2018. In brief, these ordinance revisions did two major things: 1) disbanded the Historic Preservation Commission as a non-binding review authority that relied upon voluntary compliance, and 2) created the Landmarks Commission (LC), which has binding approval authority over proposed exterior changes to designated historic properties, and which provides an appeal process to City Council. Letters were sent to all owners of designated historic properties in October of 2018, including the owners of 137 N Oakland, advising of this change and the Certificate of Appropriateness (COA) application process.

The City's Landmarks Commission and/or its staff have since reviewed numerous COA applications.

2018 – 17 COAs (partial year due to ordinance change)

2019 – 54 COAs

2020 – 35 COAs

2021 – 40 COAs

Only 2 of the above 146 applications were denied. Of these, one application worked with the Landmarks Commission to complete their project within the municipal code. The other, 137 N Oakland, COA 21-35, is the first COA to take the step of appealing the Landmarks Commission's decision to City Council.

Timeline for COA 21-35

- July 19: LC Staff alerted to tree falling on property during a recent storm. Reached out to Inspection Division. Was told a complaint was filed about the storm damage.
- July 20: Inspection Division told property owner that a COA is required prior to commencing any repair work at the property. Property owner requested paper copy of the COA application. Sent July 21 from Inspection Division.
- August 17: Inspection Division followed up to see if COA has been submitted. Noted property owner said they were working with their insurance company.
- August 23: Inspection Division reminded property owner that a COA is required before beginning work on repairs.
- October 8: Inspection Division noticed a replacement deck has been constructed without Building Permits or a COA. A letter was sent to the property owner for work done without a COA, and to submit a Building Permit application.
- October 14: Another follow-up sent to property owner reminding him of COA and Building Permit requirements.
- October 26: COA application received.
November 11: Staff recommendation of denial sent to property owner along with Landmarks Commission meeting information.
- November 17: Landmarks Commission meeting held; application denied.
- November 19: e-mail property owner discussing COA denial and next steps.
- December 2: followed-up with property owner after no response from 11/19 e-mail.
- December 6: property owner requested appeal to City Council.

Application Information

Landmarks Commission staff received a COA application from Steven Olson & Patricia Bury noting replacement or repair to porches “identical to existing style and materials” (reference COA 21-35 application). Photos show that a new porch had already been constructed, and this new porch does not match the style of that previously present. Per ordinance definition, the already-complete nature of the work constitutes “work done without a COA”.

The COA application was reviewed by LC staff and a staff report with recommendation to the LC was written. A copy of this report was included in the November 2021 Landmarks Commission meeting agenda packet and attached here. In brief, LC staff noted that the new porch, already complete, does not conform to the Secretary of the Interior’s Standards (particularly #6 – replacement of a missing feature) and currently has a noticeable negative impact to the integrity of this designated historic property. A more appropriate design to replace this damaged/missing feature was possible, likely at a comparable cost.

LC staff recommendation to the LC was to discuss options to mitigate any negative impact to the integrity of this property with an eye towards satisfying the requirements of GBMC 44-1552(2)g2, which states, “...modify the work so that it qualifies for a COA”. Justification for this assessment is contained in the staff report.

The property owners were invited but not present during the November 17, 2021, Landmarks Commission meeting. At that meeting, the members of the LC voted to deny issuing a COA for the work that had been completed, noting that original design plans for the appropriate porch were readily available, and further noting that the overall design of this balcony does not conform to the Secretary of the Interior’s Standards and has a noticeable negative impact to the integrity of this designated historic property. Negative impacts like these threaten the National Register of Historic Places (NRHP) designation of the entire Oakland-Dousman historic district. De-listing from the NRHP will result in loss of access to state and federal tax credits for property owners (here, most notably a 25% state tax credit for owners of designated historic houses). The LC exists, in part, to safeguard property owner access to preservation tax credits.

In declining to issue a COA, the LC has effectively stated that the newly constructed porch must either be altered or removed and reconstructed in such a way that the LC will then grant a COA. Failing to comply with this requirement will result in daily fines.

Rather than engage in dialogue with the LC, the property owner has elected to appeal this matter to the City Council. This appeal to Council is specified in the City’s preservation ordinances. The Council may either choose to agree with the Landmarks Commission’s decision (which will require the work to be altered or reconstructed according to a design to be approved by the LC) or find in the appellant’s favor and allow the already finished work to remain. Either decision has no impact on the City’s status as a Certified Local Government (see details below). Our Inspection Division has not received an application for building permits from the property owner, with multiple attempts from Inspection to receive this information. A building permit would still be required regardless of the outcome of this appeal.

Additional Background Information

Wisconsin has laws that transfer to local governments the right of the state to regulate private property through its police power. In the case of the State of Wisconsin, section 60.64 of the statutes grants towns the authority to create a landmarks commission to designate historic landmarks and establish historic districts. Section 62.23(7)(em) of the statutes grants cities the same authority, but goes on to require cities with properties listed in the National Register of Historic Places to enact an ordinance to regulate historic properties and historic districts, and to do so no later than 1995. The City of Green Bay's previous historic preservation ordinances date to this time, and it was then that the non-binding review authority of the no-longer-extant Historic Preservation Commission was created. Key take-away: the City of Green Bay, which has National Register properties within its boundaries, is required by state statute to have a historic preservation ordinance.

A local historic preservation ordinance can range from "weak" (non-binding review authority reliant upon voluntary compliance – which, in academic circles, is debated as being an illegal delegation of police powers to private citizens) to "strong" (where the Preservation Commission or equivalent has binding approval authority, subject to an appeal process). There is a financial incentive to having a "strong" ordinance – CLG designation and access to CLG subgrant funds (see below).

The federal government's Department of the Interior, in cooperation with State Historic Preservation Offices (SHPOs), oversees the "Certified Local Government" (CLG) program. A CLG community is one which does the following:

- Establish by ordinance a qualified historic preservation commission
- Enforce appropriate state or local legislation for the designation and protection of historic properties
- Maintain a system for the survey and inventory of local historic resources
- Provide for public participation in the local historic preservation program

The Wisconsin SHPO imposes additional requirements (underlined parts for emphasis):

- The CLG must enact and enforce a historic preservation ordinance that regulates historic property.
- A CLG must provide annual reporting to the SHPO on CLG activities.
- A CLG must send copies of meeting minutes and agendas to the SHPO following each meeting.
- The ordinance must not allow historic property owners to "opt-out" of local historic designation.
- Designation must not require owner consent.
- The commission must approve work on locally designated properties and recommendations may not be "advisory."

The "advisory" nature of the Historic Preservation Commission, as created around 1995, prohibited the City of Green Bay from becoming a CLG. The ordinance revision was necessary to switch from an "advisory" to a "binding" preservation ordinance. Green Bay then applied for CLG status and became a CLG on May 8, 2019.

There are benefits of CLG designation. Those benefits include the following (underlined parts for emphasis):

- Eligibility to apply for Wisconsin Historic Preservation Fund Subgrants from the federal Historic Preservation Fund allocation to the state, to be used for eligible CLG activities.
- Ability to formally comment on National Register of Historic Places nominations within its municipal boundaries before they are sent to the State Historic Preservation Review Board.
- Eligibility to authorize the use of Chapter 11 of the International Existing Building Code for locally designated historic buildings.

The City of Green Bay received \$33,000 in 2020 and \$50,000 in 2021 through the CLG subgrant program. We anticipate receiving another \$25k-\$50k, or more, for 2022. The City's Landmarks Commission is using these funds (with no matching money requirement) to update the City's "Intensive Resource Survey & Report" from 1988. These reports are used to identify properties eligible for listing on the National Register of Historic Places (NRHP). NRHP listing makes state and federal preservation tax credits available to the owner of a NRHP-listed property for certain maintenance and rehabilitation expenses, which encourages investment in these properties, leading to economic development opportunities that would not otherwise materialize. The Hotel Northland, YMCA, Whitney School, and the former "The Heel" building at 115 N Adams Street, among others, all used historic preservation tax credits as part of their redevelopment financing. These tax credits were necessary to make these projects economically viable.

CITY OF GREEN BAY

DATE: January 13, 2022

TO: Common Council

FROM: Stephanie Hummel, Planner II
Lindsay Mather, Assistant City Attorney

RE: **Landmarks Commission Denial of COA for 137 N. Oakland Ave**

Background

Following a significant storm during the summer of 2021, Landmarks Commission staff were made aware of storm damage to the front porch of the home located at 137 N. Oakland Avenue in Green Bay, which has been on the National Register of Historic Places since 1988. On July 20, 2021, the Inspections Division informed the property owner that a Certificate of Appropriateness (COA) is required before any work can be completed on a historical building. Staff followed up several times to remind the owner that a COA was required.

On October 8, 2021, noticed that a replacement porch had been constructed on the home. No building permits or COA had been issued for the property. Staff sent letters on two separate occasions reminding the property owner, Steve Olson, that both the permits and the COA were required. Mr. Olson's COA application was received on October 26, 2021.

The Landmarks Commission considered Mr. Olson's application at its meeting on November 17, 2021. Staff recommended denial because the design of the porch does not conform to accepted standards for repairs to historic structures and because a design more consistent with the original porch was possible. The Commission denied Mr. Olson's application based on his failure to conform to the requirements and guidelines of Chapter 44, Article XV, Green Bay Municipal Code. Mr. Olson requested an appeal to Common Council on December 6, 2021 in accordance with section 44-1552 of the Code.

Argument

This is the first appeal of a Landmarks Commission denial of a COA. Since its creation in 2018, the Landmarks Commission and/or its staff has reviewed over 140 applications for Certificates of Appropriateness (COA)—and has denied only two. Staff commonly work closely with applicants to find a way to modify any work done without a COA so that the finished project will qualify for a COA.

Under the City's Code, if work is done on a historic structure without a COA, and the Landmarks Commission finds that the work requires a COA but does not qualify for one, the work constitutes a violation of section 14-1552(2)(g)2, GBMC. The Commission may

therefore require the owner to restore the structure to the condition it was in prior to the inappropriate work being conducted, or to modify the work so that it does qualify for a COA.

In addition to the Green Bay Municipal Code, the Commission also relies on the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Properties. § 44-1498, GBMC. Those standards require, among other things, that:

1. Deteriorated historic features should be repaired rather than replaced, and where replacement is necessary, the new feature "shall match the old in design, color, texture, and other visual qualities and, where possible, materials."
2. Exterior alterations or related new construction "shall not destroy historic materials that characterize the property." Any new work shall "protect the historic integrity of the property and its environment."

At the November 17, 2021 meeting, the Commission reviewed the COA application, historical photos of the structure and porch, photos of the storm damage, and photos of the new structure that was built without the COA. Following a lengthy discussion, which included an explanation of the Secretary of the Interior's Standards as well as consideration of whether the new porch sufficiently resembles the porch in existence when the home was added to the historical register, the Commission voted unanimously to deny the COA.

The Commission's denial was based primarily on the fact that the newly-constructed porch does not conform to the porch that was there historically. One commissioner stated, "The original design does not look anything like what is now in this place. . . . I completely concur with [staff's] assessment that what is now there is completely inappropriate." (Nov. 17 LC Meeting Minutes, p. 11.) The Commission also discussed specific building techniques that are problematic:

Commissioner: "All those finials and the division of the railing, the four-by-four posts that come down on the outside . . . somebody built a deck where that porch was, is what has just happened. . . . It doesn't look like it belongs and it doesn't."

Staff: "So the face mounting of the balusters and the four-by-four newel post uprights is a very contemporary practice, where you have a baluster and you nail it face on, as opposed to end nailing stuff, which would have been more historically appropriate."

Commissioner: "Yes."

(*Id.*) Another Commissioner noted that the new construction affects the aesthetic of the whole historic district, noting, "So this being a historic district, I mean, that'll take away from the district, in essence." (*Id.* at p. 12.) Accordingly, the Commission denied the COA application and noted that section 44-1552(3), GBMC, requires staff to work with the property owner to obtain a COA for the porch that conforms with the requirements and guidelines of the Code.



Report to the Landmarks Commission of the City of Green Bay

MEETING DATE

November 17, 2021

AGENDA ITEM

##?

PREPARED BY

Wm. Jason Flatt, PE – HP Specialist

REQUEST

137 N Oakland – new balcony surround above front porch

ANALYSIS

137 N Oakland is 1 of 20 contributing buildings (plus 2 non-contributing buildings) in the Oakland-Dousman historic district, built c. 1912 for Harry W Fisk. This is reported to be a Berners-Schober design (“archive stick no. 121”). The Oakland-Dousman district was added to the NRHP in 1988. At that time, the house was noted for its front porch, specifically, “The most prominent feature of the main façade is the full width, hip roofed front porch.”

A storm resulted in damage to the existing upper balcony railings, above the front porch. When designated in 1988, this painted upper balcony railing consisted of solid (or nearly-solid) panels and what appear to have been wide box-like newels at the corners. Sometime prior to the storm, the balcony perimeter had been altered (narrower than in 1988), with higher railings and open spindlework with two diamond-detail panels below the rails – all painted. Following the storm, a new balcony surround has been constructed of unpainted wood, with square newel posts and square spindles face-nailed/bolted into the supporting railings & structure. This new work, by definition, is “work done without a COA” and discussed under ordinance 44-1552(2)g.

Per the municipal code:

44-1552(2)g - Work done without a COA.

- 1.If a COA is not obtained prior to the commencement of work, a fee will be assessed as provided in the City Fee Schedule.
- 2.When work or demolition has been done upon a designated historic structure, designated historic site, or structure within a designated historic district without a COA, and the LC finds that the work or demolition requires a COA but does not qualify for a COA, that work or demolition constitutes a violation of this article and the LC may require the owner to restore the structure or site to the condition the structure or site was in before the inappropriate work was conducted or modify the work so that it qualifies for a COA. Any owner who fails to restore work or demolition as ordered by the LC, in accordance with this section, shall forfeit not less than \$1.00 nor more than \$1,000.00. Any owner who violates this section within 24 months after committing a previous violation of this section shall forfeit not less than \$200.00 nor more than \$2,000.00.
- 3.If the owner does not comply with the restoration or modification requirement within 60 days, the LC may seek an order from the Circuit Court to require the owner to restore the structure or site to its former condition or to modify the work so that it qualifies for a COA.
- 4.If the owner does not comply or cannot comply with the order of the court, the LC or its agent may elect to, but is not required to, enter the property and conduct work necessary to restore the structure

or site to its former condition or modify the work so that it qualifies for a COA in accordance with the court's order. The cost of the work shall be charged to the owner and may be levied by the City as a special assessment against the property. When acting pursuant to said order of the Circuit Court, the LC or its agents may enter a property for purposes of this section.

Some of the more relevant portions of the Secretary of the Interior's Standards for Rehabilitation are as follows (note particularly #6).

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

Per the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings (page 50):

“RECOMMENDED – Replacing in kind...extensively deteriorated or missing components of wood features...when the replacement can be based on documentary or physical evidence. The new work should match the old in material, design, scale, color, and finish.

NOT RECOMMENDED – Using replacement material that does not match the historic wood feature.”

Additionally, Preservation Brief 45 “Preserving Historic Wood Porches” stresses the importance of the appearance of historic porches and their link to the character of a building. Specifically, “In preserving historic buildings, it is important to understand the history and evolution of a particular structure and what features contribute to its historic character. This is especially applicable when working with historic porches since they usually are prominent features, significant to the character of a building.” – and – “The architectural style of a porch may relate to the building and may help define its character.” This preservation brief also discusses modifying historically appropriate designs with sympathetic changes to satisfy code requirements (such as increased railing heights, etc).

LC staff notes that this reported Berners-Schober design may have documentary evidence available for determining the historic porch/balcony design (important to satisfy Sec’y of the Interior’s Standards #6 as well as Guidelines best practices). LC staff notes that the balcony enclosure present in 1988, when this house was added to the NRHP, was removed and replaced long ago. LC staff notes that the storm-damaged, post-1988 balcony design (size, scale, & aesthetic qualities) were substantially different from those present in 1988, likely driven, in part, by safety requirements for railing heights. LC staff notes that the new 2021 balcony design is somewhat similar to its immediate predecessor (size & scale), but significantly different in method of construction and aesthetic qualities. Regarding method of construction, the face-nailing of newels & balusters (versus earlier end-nailing) is generally incompatible with maintaining the integrity of historic properties. Regarding aesthetic qualities, unpainted material is incompatible with the historic integrity of this house, and the all-spindle design is a noticeable change from the earlier all-panel (1988 & earlier) and partial-panel designs.

RECOMMENDATION

The overall design of this balcony does not conform to the Secretary of the Interior's Standards (particularly #6 – replacement of a missing feature) and currently has a noticeable negative impact to the integrity of this designated historic property. A more appropriate design to replace this damaged/missing feature was possible. Given that a new feature has been constructed, LC staff recommends discussing options to mitigate any negative impact to the integrity of this property, including, at a minimum, painting of the new feature – with an eye towards satisfying the requirements of ordinance 44-1552(2)g2 (“...modify the work so that it qualifies for a COA”).

ATTACHMENTS

1. LC staff stewardship notes
2. Application & photos (1988, 2017, & now)

Address:	137	N Oakland	St				
Parcel No.:	3-1070						
WI AHI No.:	2159						
Historic Name:	Harry W. Fisk House						
Built:	1912						
Historic Use:	house						
Architectural Style:	Prairie School						
Wall Material:	brick						
Architect:	Foeller and Schober						
National Register:	4/27/1988						
State Register:	1/1/1989						
Other:							
NRHP nomination link:	http://focus.nps.gov/nrhp/GetAsset?assetID=dc250eb9-debc-4738-8727-428913d20902						
(district nomination)							
Notes:	The second house built in the District for Harry W. Fisk is an excellent example of Prairie School design and represents a considerable change from Fisk's earlier Queen Anne Style residence at 840 Shawano Avenue (Map No. 68-32). This large, substantial residence is two-and-a-half stories tall, has a symmetrical front facade, and is topped by a broad hip roof which has wide overhanging eaves. Brick walls rise from a concrete plinth foundation to a concrete beltcourse which also forms the second floor window sills. The second floor is sided in stucco and is treated as an oversized frieze band on which raised rectilinear wood strips are used to both enliven the surface and to emphasize the horizontality of the overall design. These strips are placed on the blank wall spaces between window groups and are also run around corners of the facades to give a sense of continuous decoration. A two-story shallow rectilinear bay terminates each end of the main facade and together they flank the entrance door and the hall windows above. This three part composition is echoed in the large stucco sided hip roof dormer in the center of the roof. The most prominent feature of the main facade is the full width, brick, hip roofed front porch. The roof of the porch is supported by four massive brick piers each of which is doubled by an identical engaged pilaster on the main facade behind. The overall effect of the design of the house is complemented by the large, heavily treed lot and by the near intact condition of the house.						
	- per NRHP nomination						
Stewardship:							
Character -	Overall form & fenestration. Hipped roof with front dormer. Brick exterior with brick front porch & balcony above. Stucco 2nd floor. See above.						
Features -	Brick & stucco. Wood details in stucco, 2nd floor. Concrete beltcourse, window sills, porch railing. Brick chimneys. Original windows (?).						
Alterations -	Porch balcony spindles & railings replaced.						
Misc -	Berners-Schober design, "archive stick no. 121". Highly intact. Contributing.						
	COA 18-05 ,rear porch approval						

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	COA 18-05 ,rear porch approval						



www.greenbaywi.gov

CERTIFICATE OF APPROPRIATENESS APPLICATION

All fields must be completed before application will be processed.

Department of Community
and Economic Development
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3300 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

File Number: 0A 21-35

1. Address: 137 N Oakland Ave

2. Parcel #: 3-1070

3. Owner of record: Olson/Bury Phone: N/A

137 N Oakland Ave GB WI 54303
(Address) (City) (State) (Zip)

4. Applicant's Name: Steven Olson

137 N Oakland Ave Green Bay WI 54303
(Address) (City) (State) (Zip)

N/A 1 920-621-0273 sgo.olson@gmail.com
(Office Phone #) (Cell Phone #) (E-mail Address)

5. Present use of Property: residential

6. Description of Project: Describe each item of the project separately.
Include existing condition(s) when describing item. Also, describe the proposed work, material(s) to be used and the impact the item would have on existing historic or architectural features of the property. (Attach additional sheets if necessary.)

repairs to porch over storm damage

7. Attachments:

- ☐ Site Plan of the lot (Please indicate direction of north, dimensions, structures, etc.)
- ☐ Sketches, drawings, building and streetscape elevations, and/or annotated photos
- ☐ Exterior photos
- ☐ Specifications (materials) for the project
- ☐ Phased development plan for the project (if proposed in phases)
- ☐ Inspection report (required for demolition requests only)
- ☐ Cost estimates for all the proposed work
- ☐ Other (please explain): _____

CERTIFICATE OF APPROPRIATENESS APPLICATION (Continued)

8. The following action is requested:

☐ **Approval of COA by Landmarks Commission** (projects not listed below)

☐ **Approval of COA by staff:** (Check all that apply)

- ☐ Roof repair/replacement
- ☒ Gutter repair/replacement
- ☐ Private sidewalk and driveway repair/replacement of the same dimensions and orientation
- ☐ Chimney repair and tuckpointing according to the Secretary of the interior standards and in appropriate color and design
- ☐ Installation of fences
- ☐ Storm window or storm door installation, repair, or replacement
- ☐ Installation of glass blocks in basement window openings
- ☐ Painting of existing unpainted brick
- ☐ Unattached nonvisible accessory structures
- ☐ Replacement of identical siding
- ☒ Replacement or repair to porches identical to existing style and materials
- ☐ Commercial sign replacement of identical dimensions

Petitioner Signature: _____

Steven Olson Patricia A. Bury

Owner Signature: _____

Steven Olson Patricia A. Bury

Date Received: _____ Staff: _____



City of Green Bay
Department of Community and Economic Development

November 19, 2021

Steven Olson
137 N Oakland Avenue
Green Bay, WI 54303

Sent Via E-Mail (sgo.olson@gmail.com)

Re: Certificate of Appropriateness, Denial

Dear Applicant:

Please be informed that the City of Green Bay's Landmark Commission has denied the Certificate of Appropriateness (COA) for the already-installed upper porch located at 137 N Oakland Avenue. This is being denied per Ordinance 44-1552(2)(g)(2). The Landmarks Commission has also ordered the already-installed upper deck to be razed and a new COA be submitted with a new design.

For further resources and assistance, we have the following:

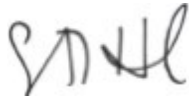
- This is reported to be a Berners-Schober design ("archive stick no. 121"). A link to this original design is provided in your e-mail. The file is too large to e-mail. Please let me know if the link does not work, or if you'd like a printed copy.
- I've attached our Staff Recommendation so you can review our data and research.
- You can find a recording of the Landmarks Commission here: <https://greenbaywi.gov/Meetings>. Please use the "Search" feature to select the date, 11/17/2021, and selected the Landmarks Commission link. The agenda, minutes, and a recording is located here.
- Jason Flatt is employed by the City and is available for questions related to the staff recommendation and a porch design that would be appropriate for your home. He can be reached at Jason.Flatt@greenbaywi.gov.

You have the right to appeal this decision as detailed in Section 44-1552(3) of the Green Bay Municipal Code:

(3) Appeals. Should the LC or their designee fail to issue a COA due to the failure of the proposal to conform to the requirements and guidelines of this article and Division 5 of Article II of this chapter and applicable guidelines, the applicant may appeal such decision to the Common Council within 30 days. In addition, if the LC fails to issue a COA, the LC shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a COA within the requirements and guidelines of this article and Division 5 of Article II of this chapter.

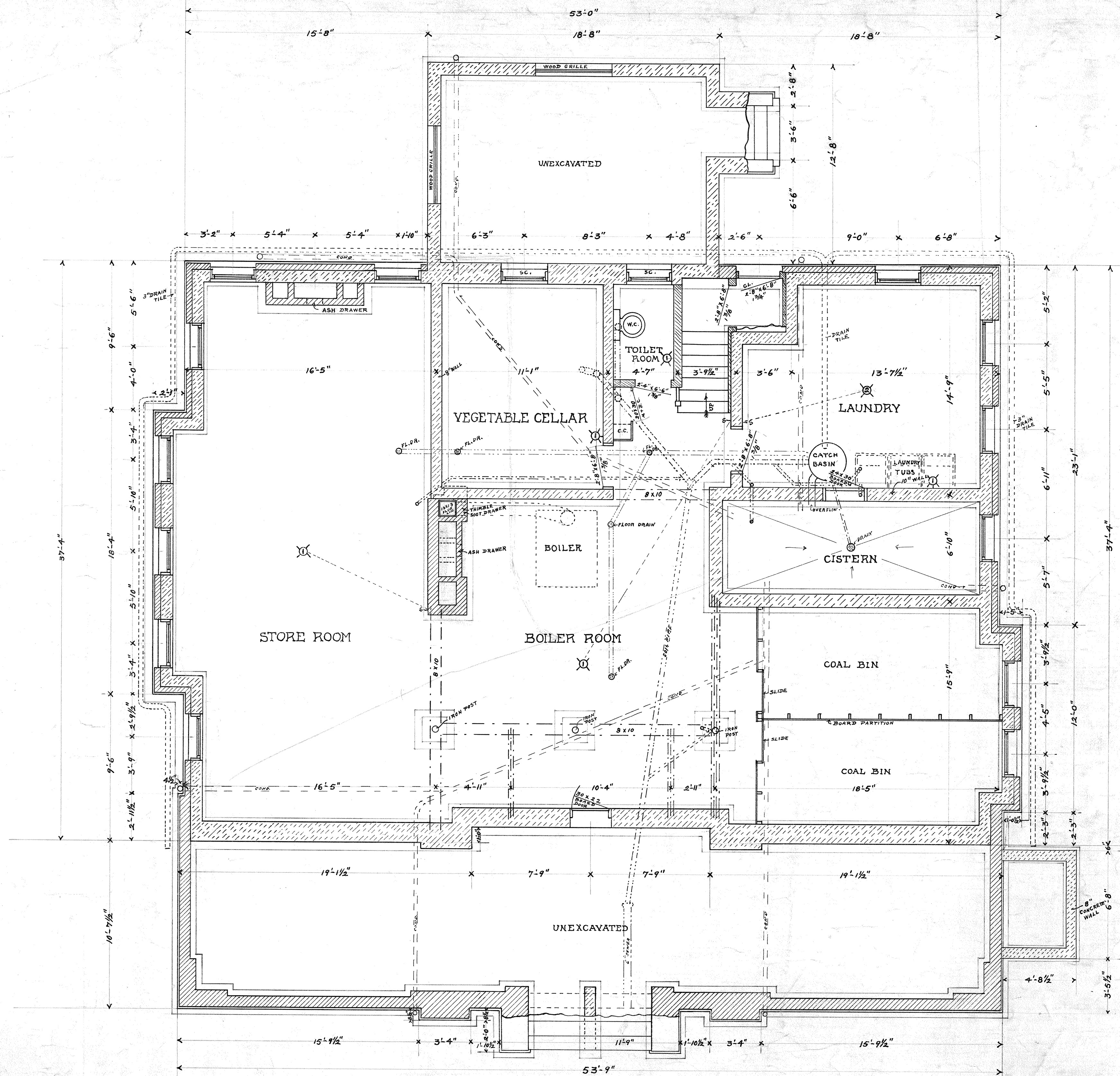
We look forward to working with you to find a solution. Please do not hesitate to reach out if you need support or additional information.

Sincerely,

A handwritten signature in dark ink, appearing to read 'SH', is positioned above the typed name.

Stephanie Hummel, AICP
Planner II

cc: Mike Van De Wetters, Housing Inspector
Jason Flatt, Historic Preservation Specialist



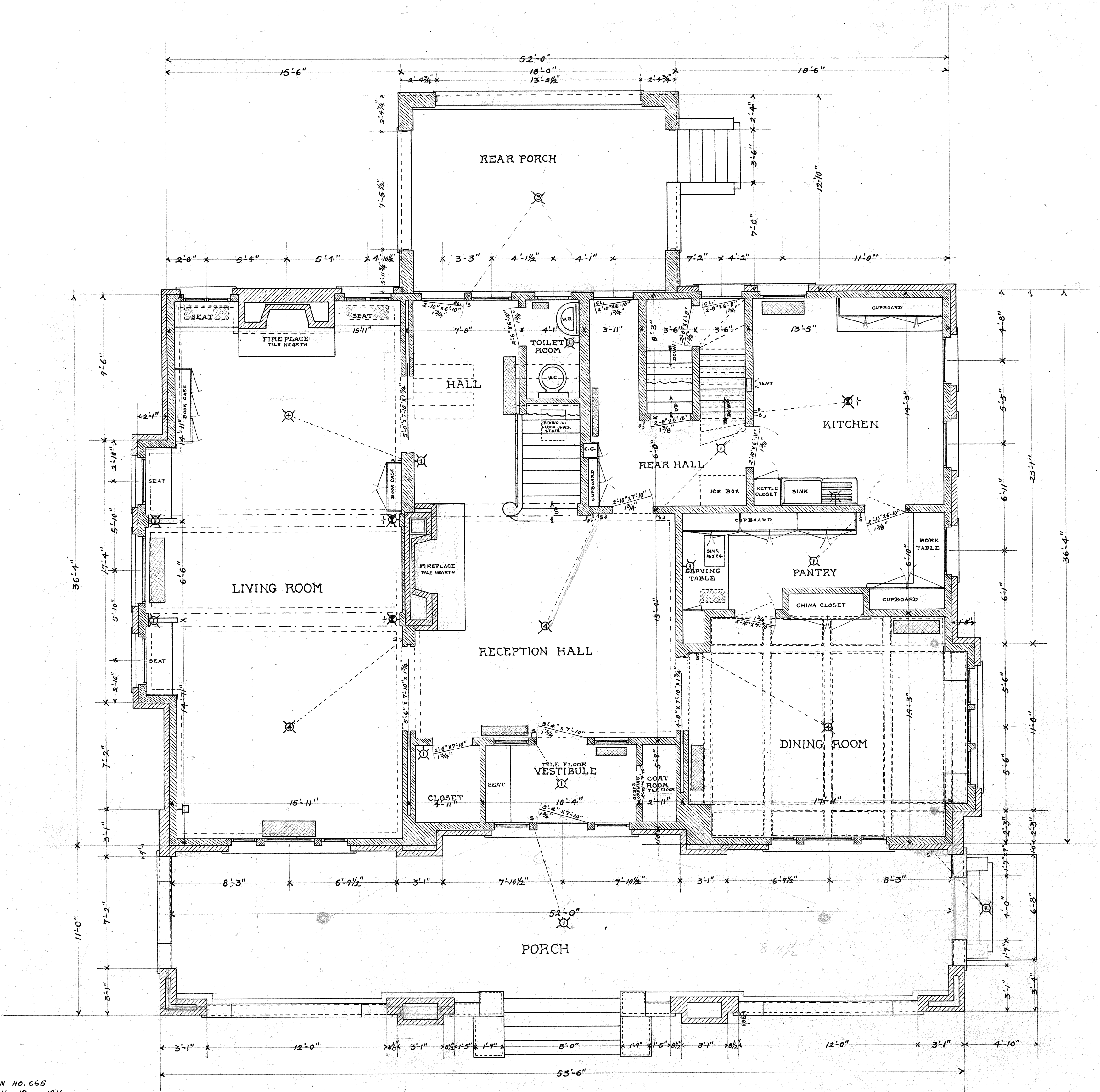
PLAN NO. 665
APRIL 19, 1911

BASEMENT PLAN
SCALE $\frac{1}{4}" = 1'-0"$

SCALE $\frac{1}{4}" = 1'-0"$

1

PLAN FOR A RESIDENCE FOR
MR. HARRY W. FISK, GREEN BAY, WIS.
FOELLER & SCHOBBER, ARCHITECTS.

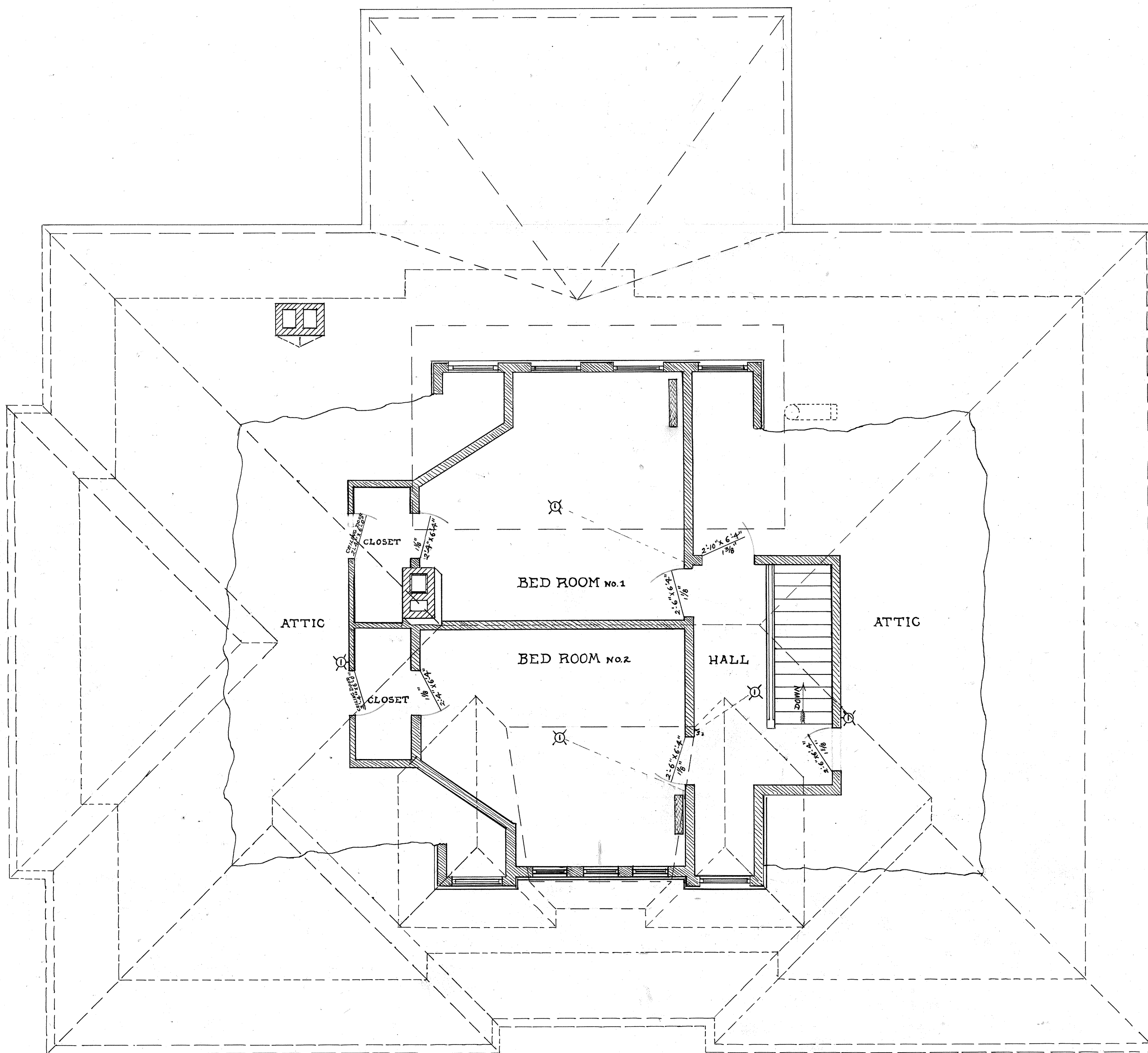


PLAN NO. 665
APRIL 19, 1911.

FIRST FLOOR PLAN
SCALE $\frac{1}{4}" = 1'-0"$

2

PLAN FOR A RESIDENCE FOR
MR. HARRY W. FISK, GREEN BAY, WIS.
FOELLER & SCHÖBER, ARCHITECTS.



ATTIC PLAN
SCALE $\frac{1}{4}" = 1'-0"$

4

PLAN NO. 665
APRIL 19, 1911.

PLAN FOR A RESIDENCE FOR
MR. HARRY, W. FISK, GREEN BAY, WIS.
FOELLER & SCHOBEL, ARCHITECTS.



NORTH ELEVATION
SCALE $\frac{1}{4}" = 1'-0"$

6

PLAN NO. 665
APRIL 19, 1911.

PLAN FOR A RESIDENCE FOR
MR. HARRY W. FISK, GREEN BAY, WIS.
FOELLER & SCHOBEL, ARCHITECTS.



SOUTH ELEVATION
SCALE $\frac{1}{4}" = 1'-0"$

7

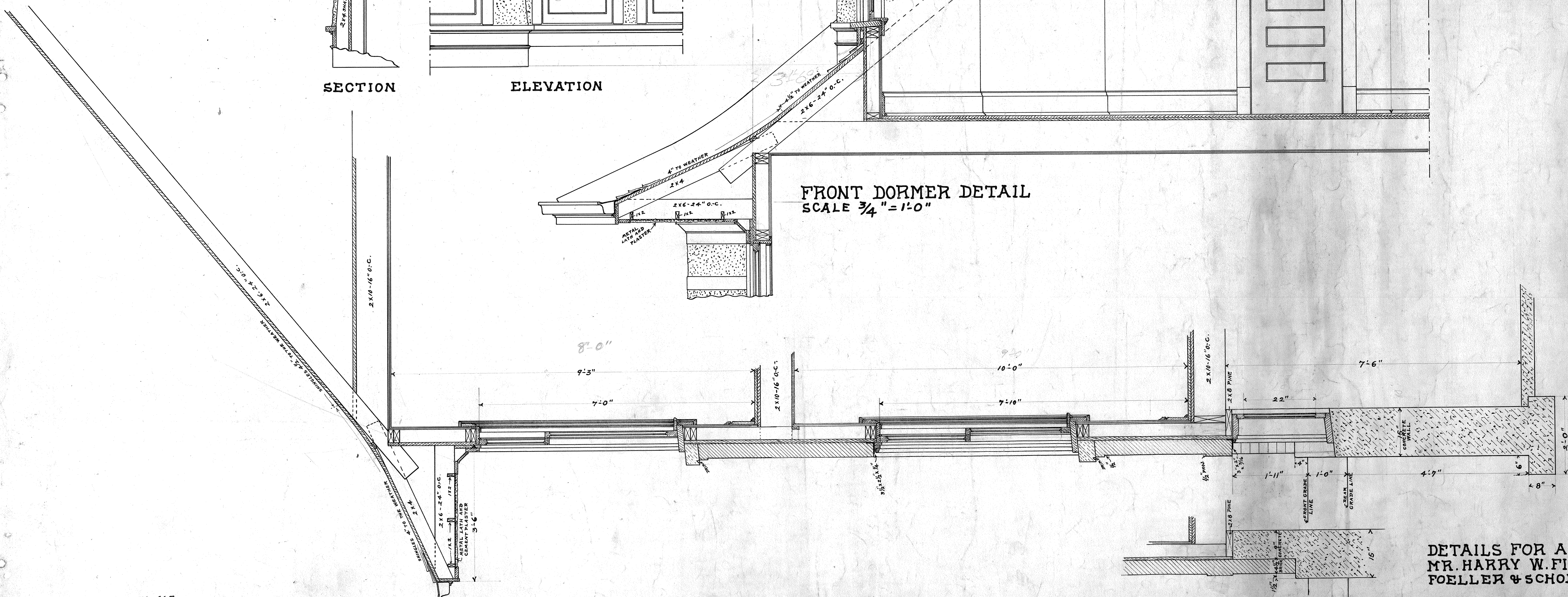
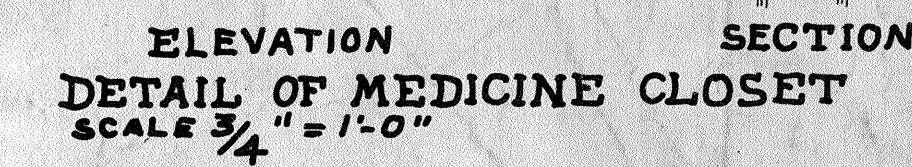
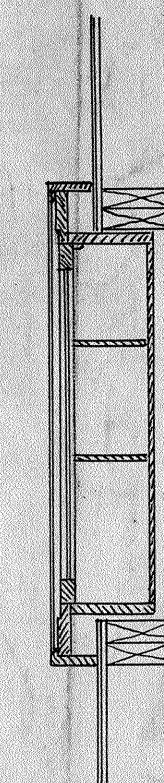
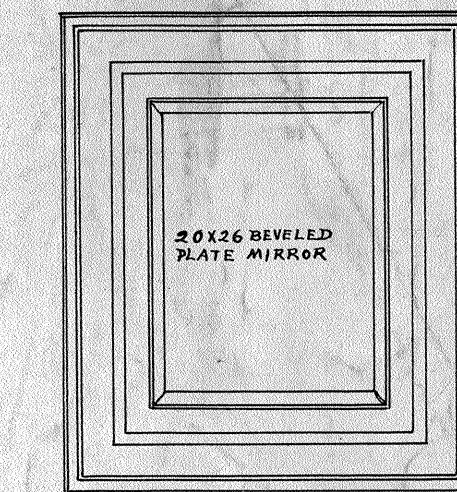
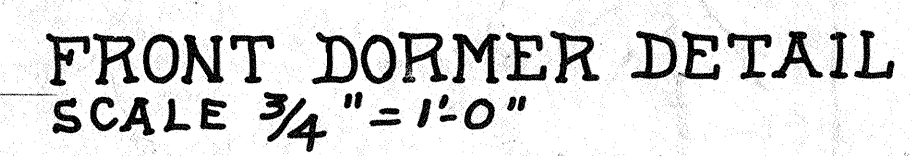
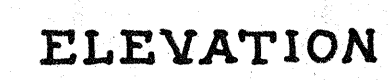
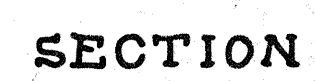
PLAN NO. 665
APRIL 19, 1911.

PLAN FOR A RESIDENCE FOR
MR. HARRY W. FISK, GREEN BAY, WIS.
FOELLER & SCHOBEN, ARCHITECTS.

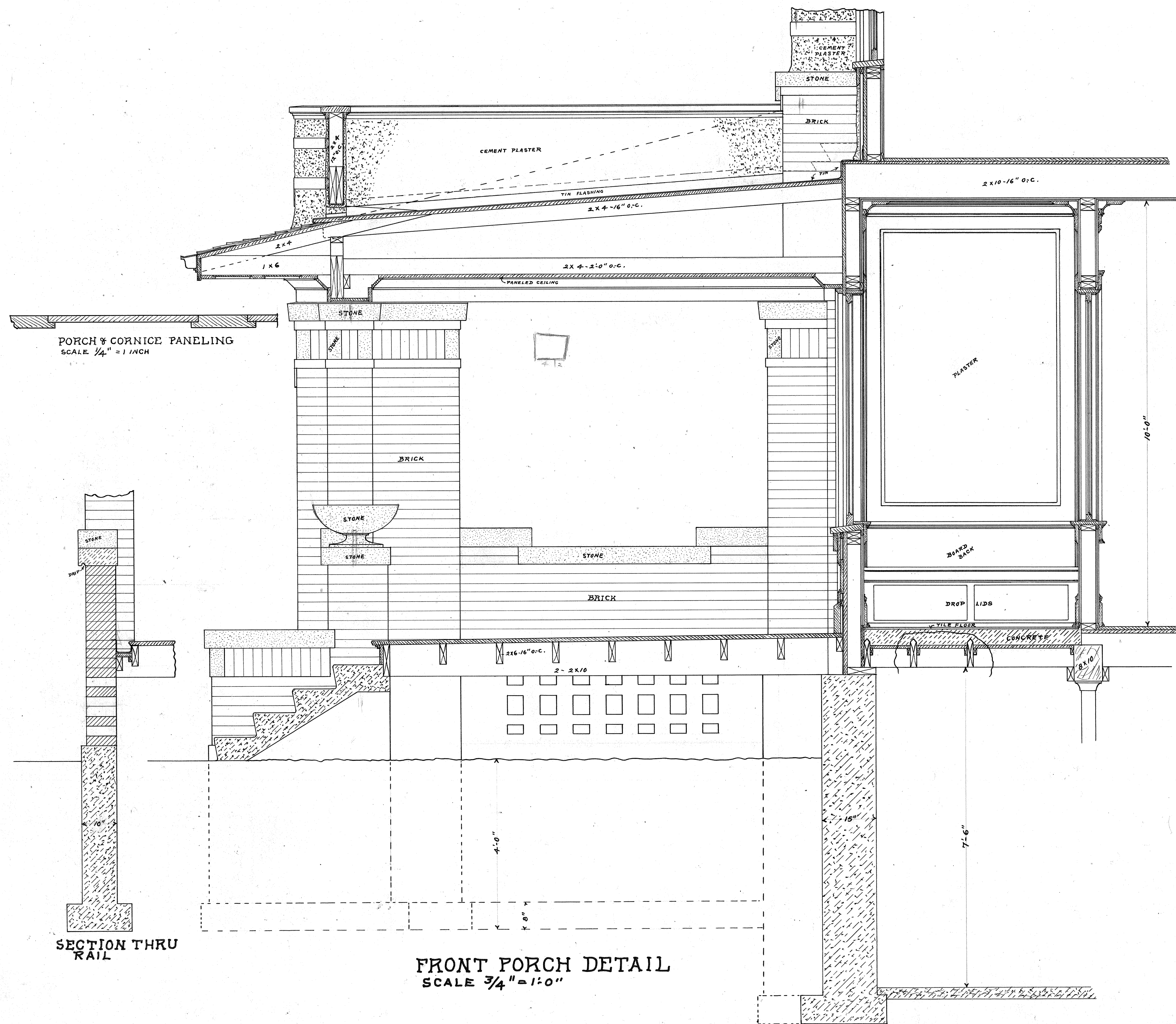


REAR ELEVATION
SCALE $\frac{1}{4}" = 1'-0"$

8



DETAILS FOR A RESIDENCE FOR
MR. HARRY W. FISK, GREEN BAY, WIS.
FOELLER & SCHOBER, ARCHITECTS.



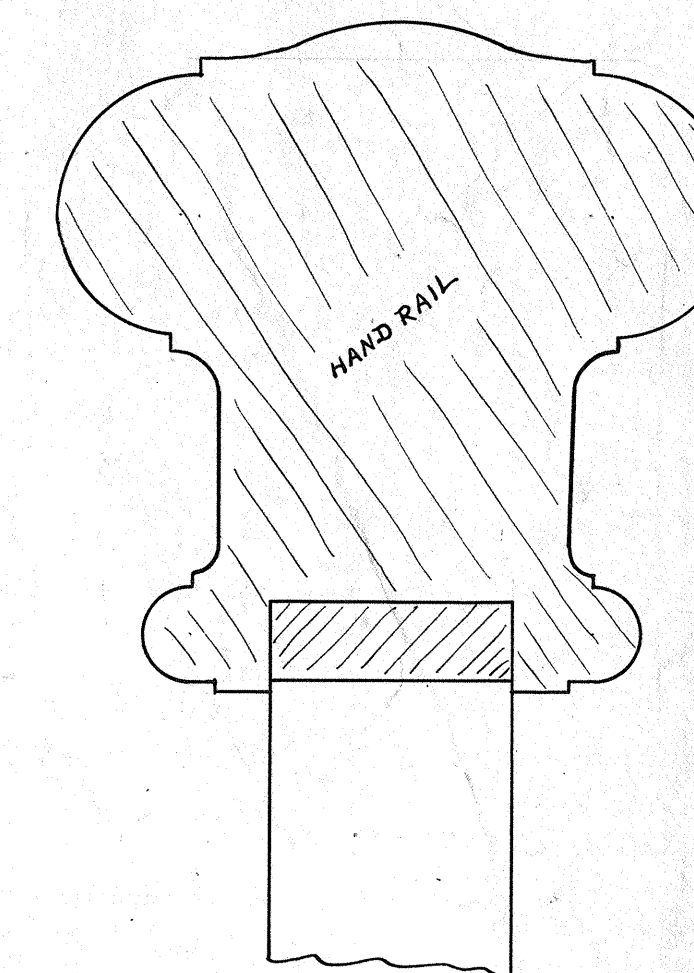
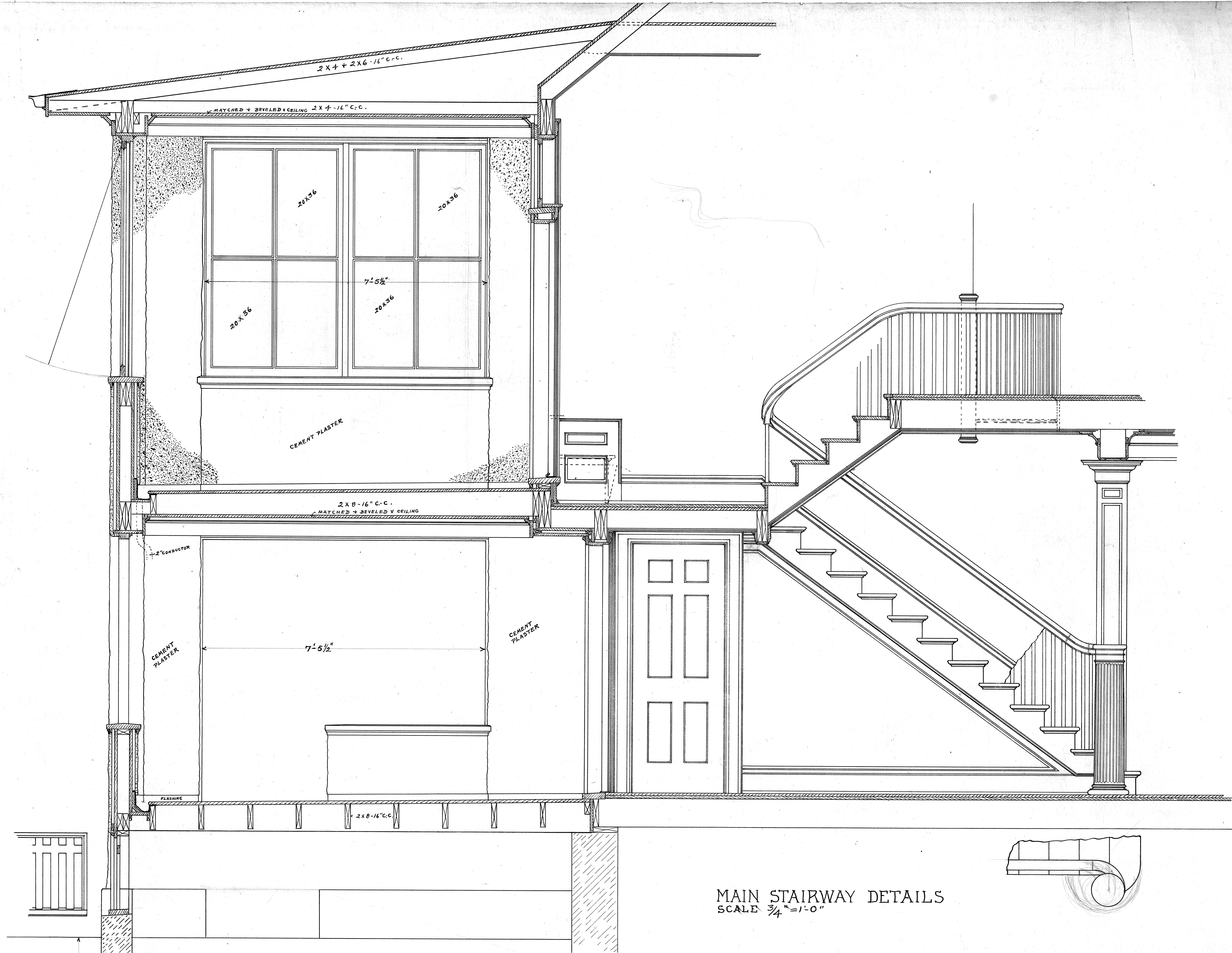
PORCH & CORNICE PANELING
SCALE $\frac{1}{4}" = 1$ INCH

SECTION THRU RAIL

FRONT PORCH DETAIL
SCALE $\frac{3}{4}" = 1'-0"$

SECTION THRU VESTIBULE
SCALE $\frac{3}{4}" = 1'-0"$

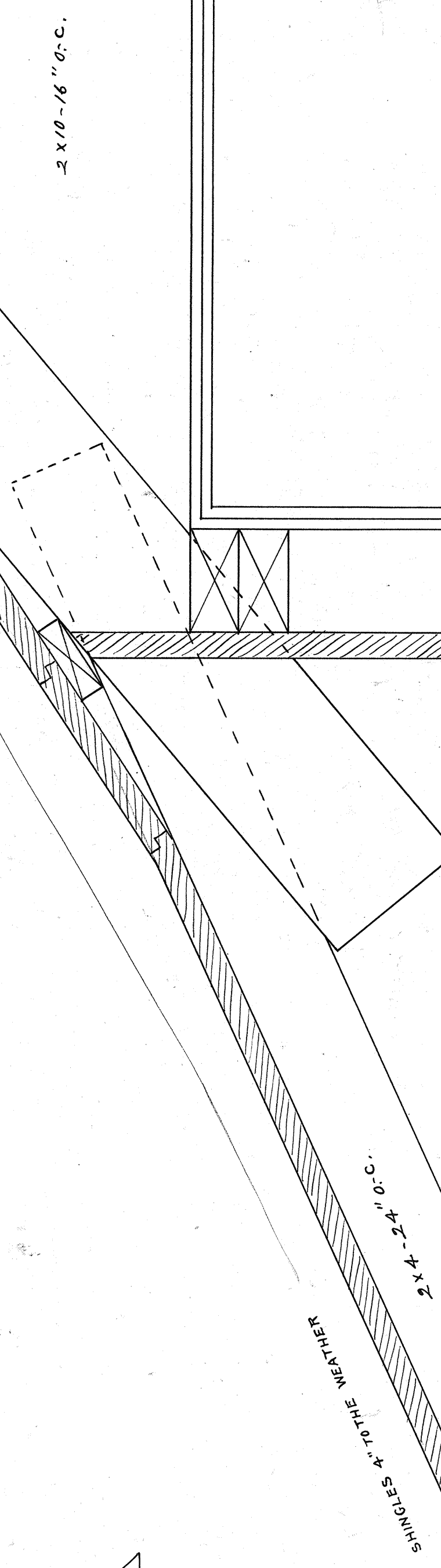
VESTIBULE FINISH
 $\frac{1}{4}" = 1$ INCH



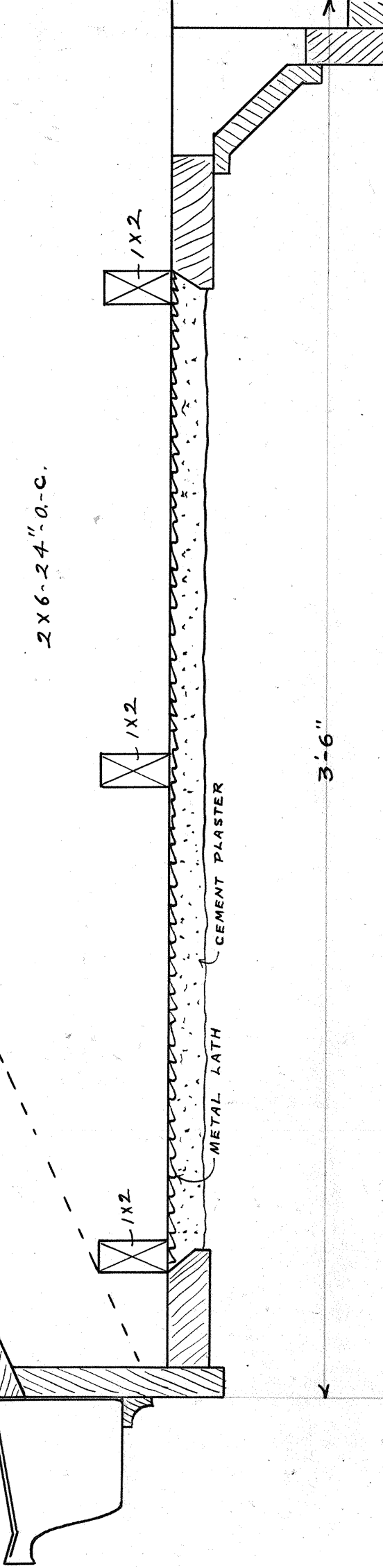
MAIN STAIRWAY DETAILS
SCALE $\frac{3}{4}$ " = 1'-0"

REAR PORCH DETAIL
SCALE $\frac{3}{4}$ " = 1'-0"

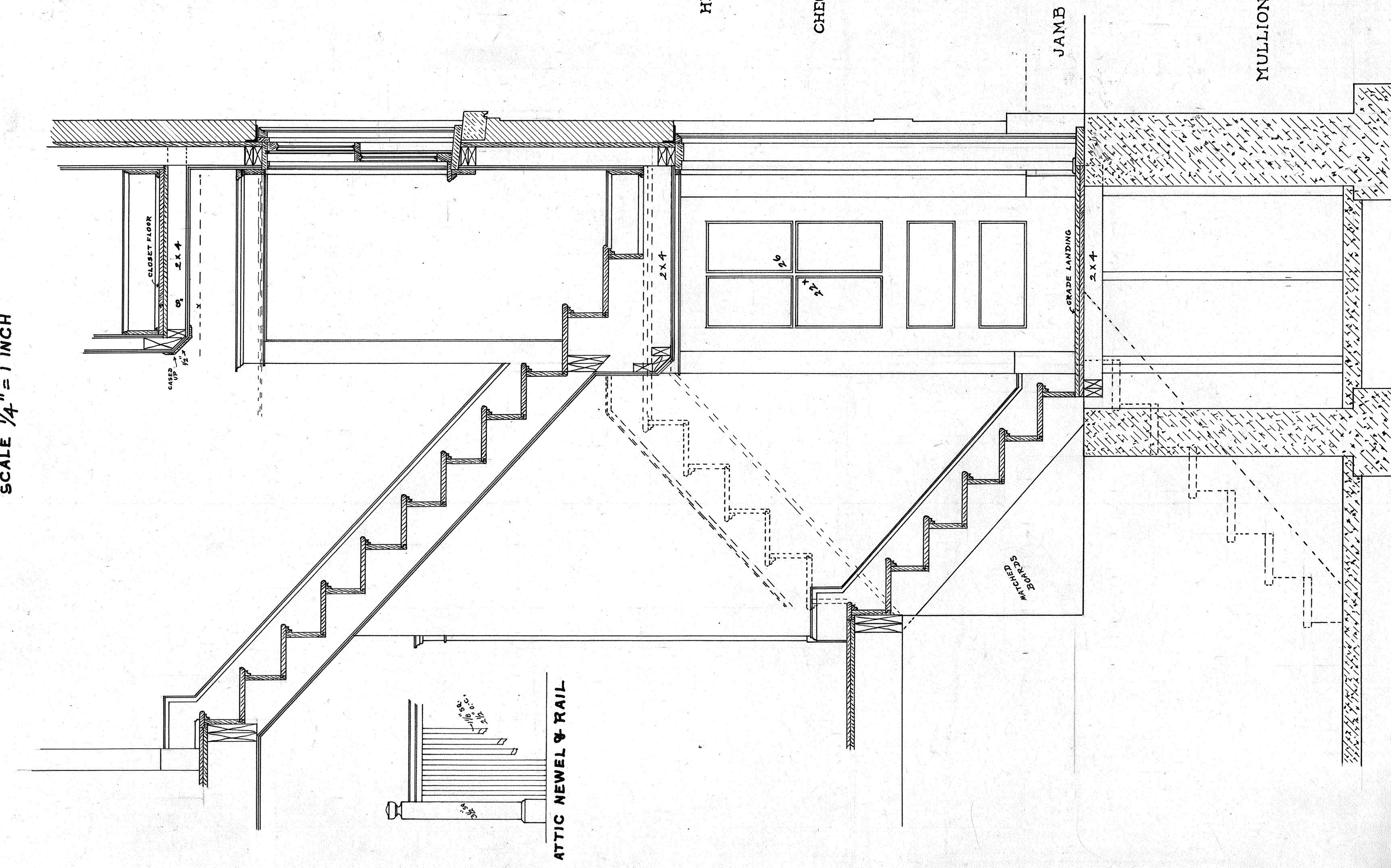
PLAN No. 665
APRIL 19, 1911.



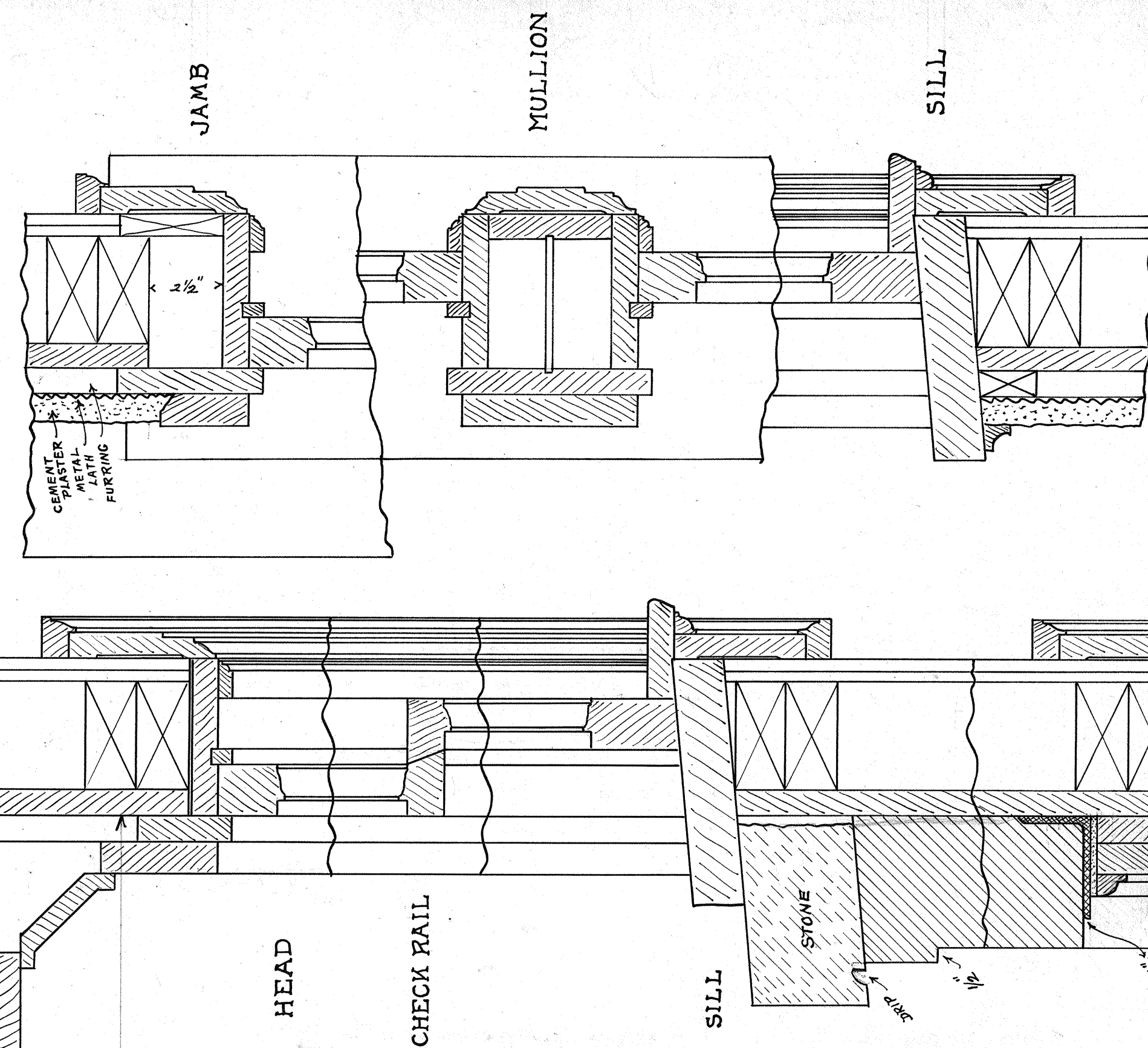
MAIN CORNICE DETAIL
SCALE $\frac{1}{4}" = 1$ INCH



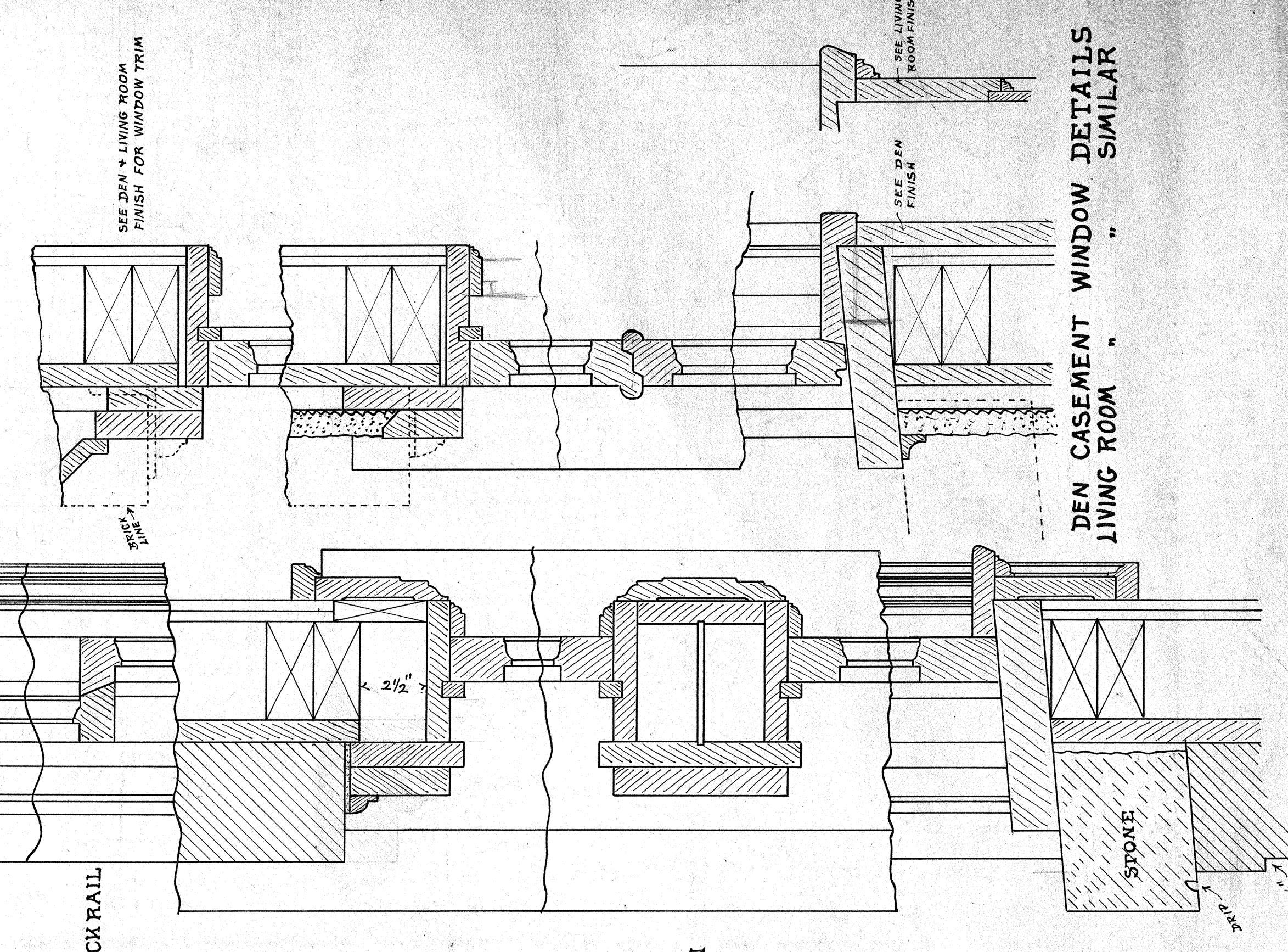
REAR STAIR
SCALE $\frac{3}{4}$ " = 1'-0"



REAR STAIR
SCALE $\frac{3}{4}$ " = 1'-0"



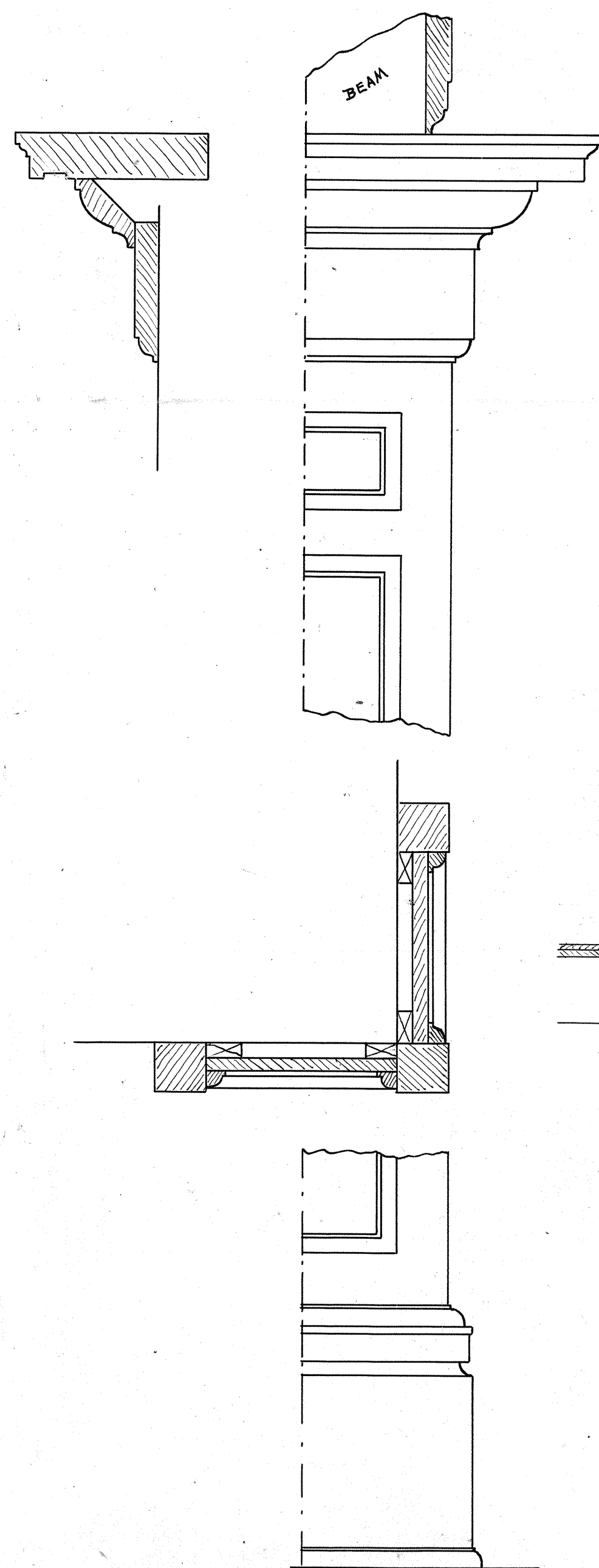
WINDOW DETAILS
WHERE CEMENT PLASTER
SCALE $\frac{1}{4}'' = 1$ INCH



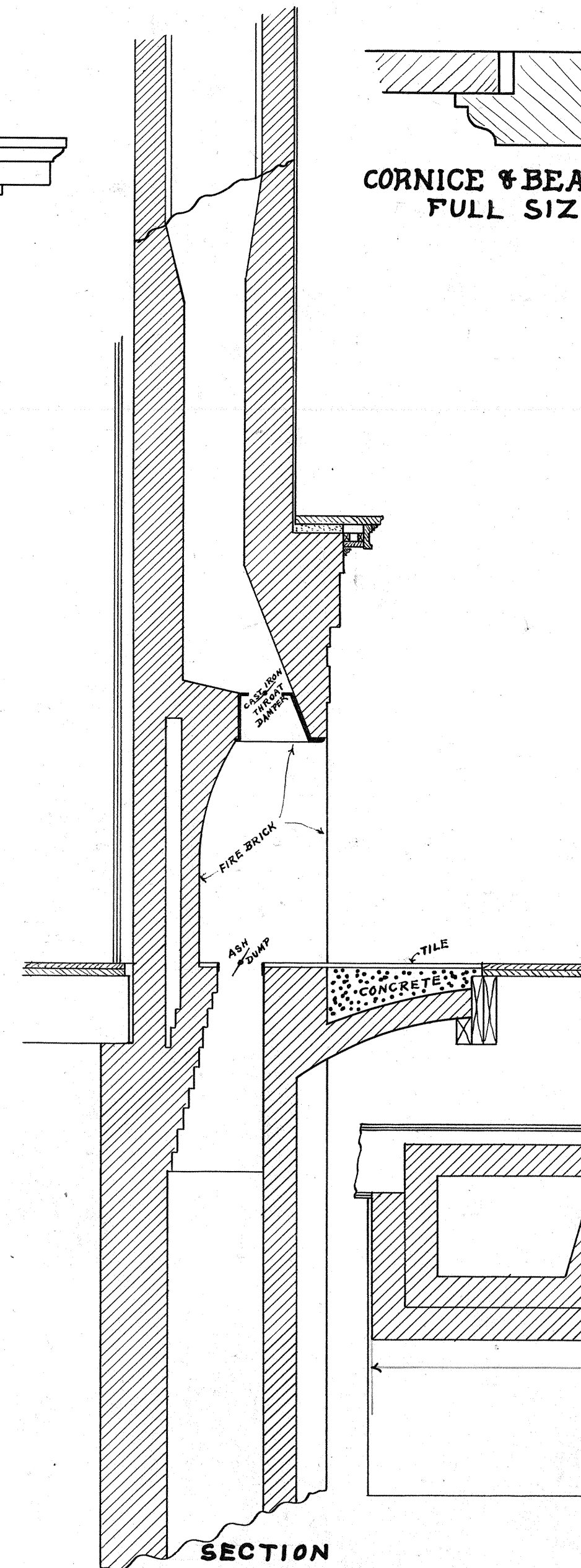
DEN CASEMENT WINDOW DETAILS
LIVING ROOM " " SIMILAR

WINDOW DETAILS
SCALE $\frac{1}{4}" = 1$ INCH
WHERE BRICK

PLAN NO. 665
APRIL 19, 1911.

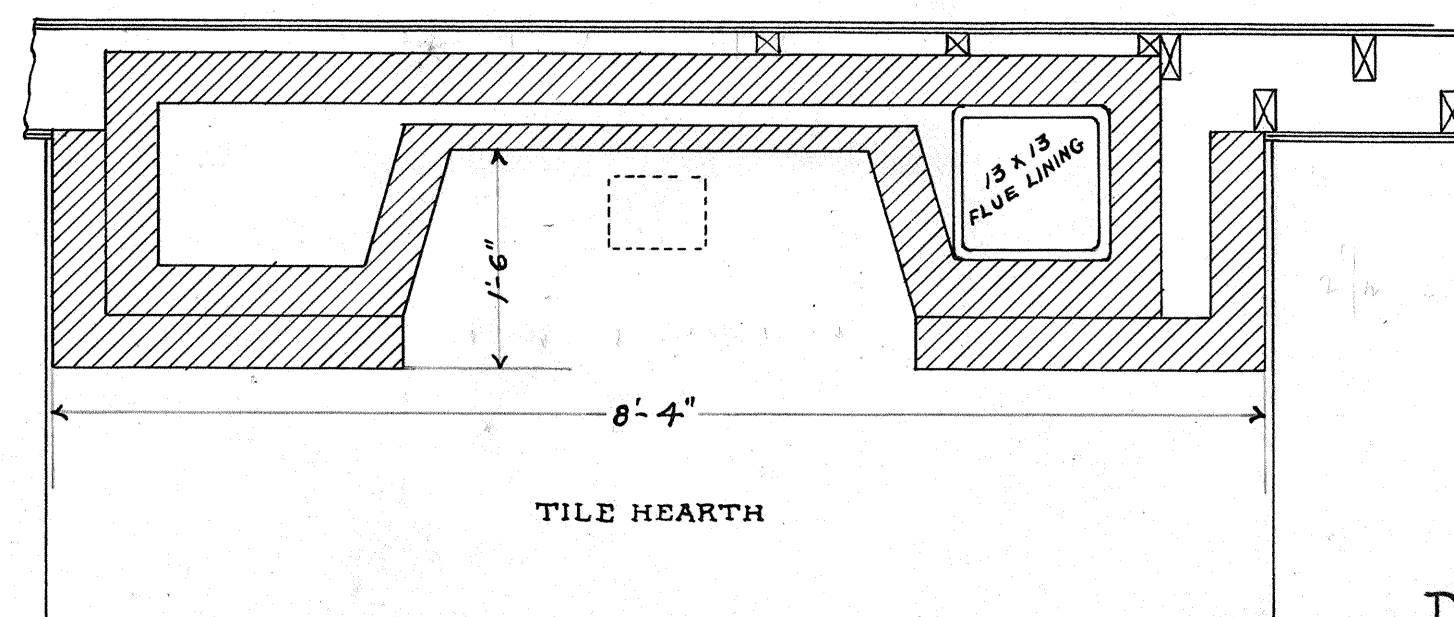


PILASTERS FOR HALL AND
LIVING ROOM
SCALE $\frac{1}{4}" = 1$ INCH



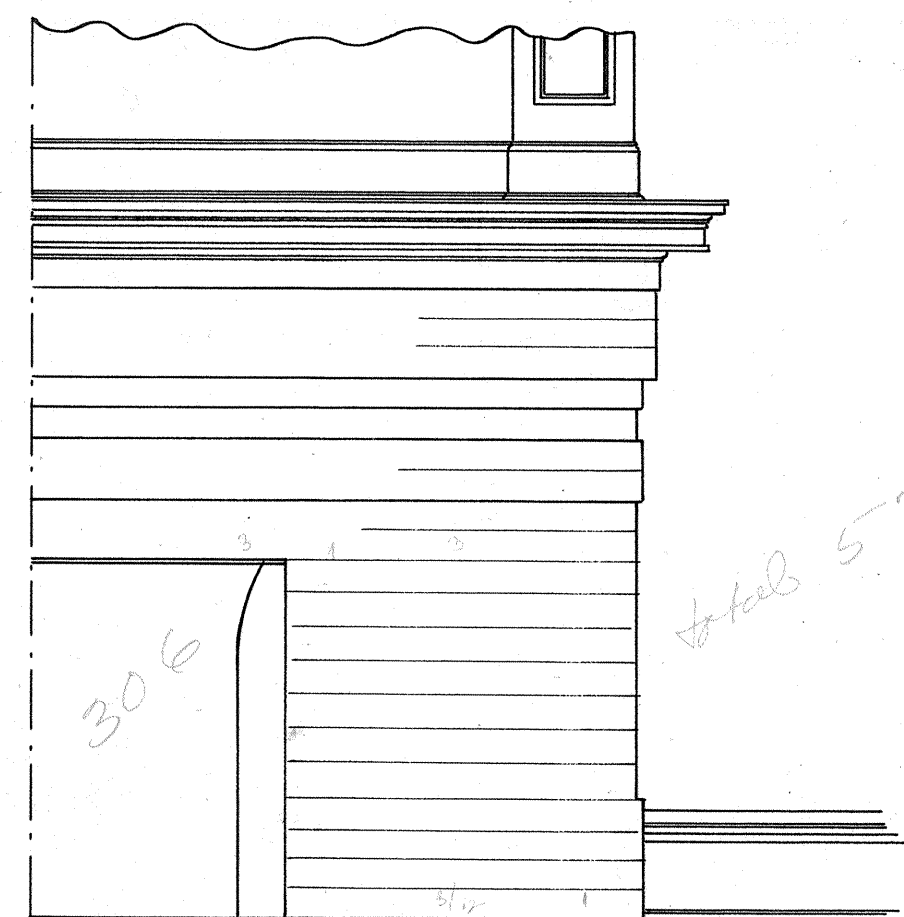
SECTION

RECEPTION HALL FIRE PLACE DETAIL
SCALE $\frac{3}{4}" = 1'-0"$

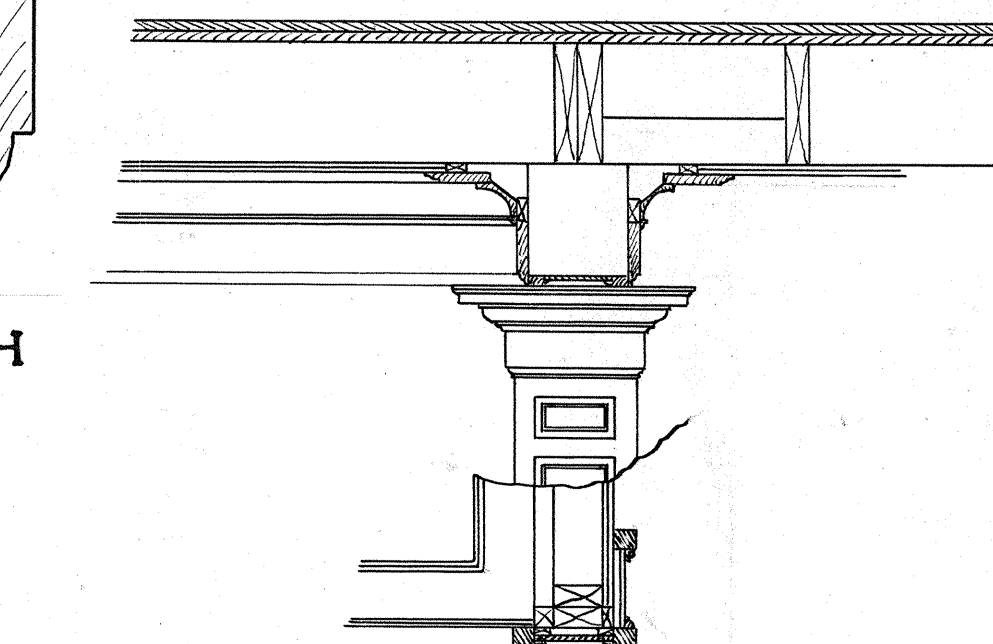


PLAN

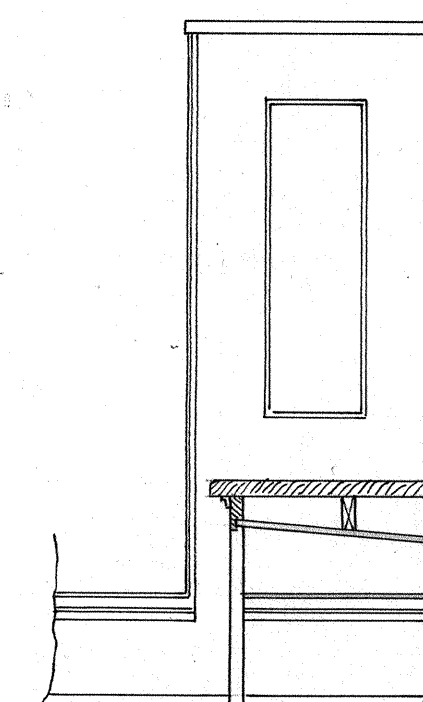
CORNICE & BEAM FINISH
FULL SIZE



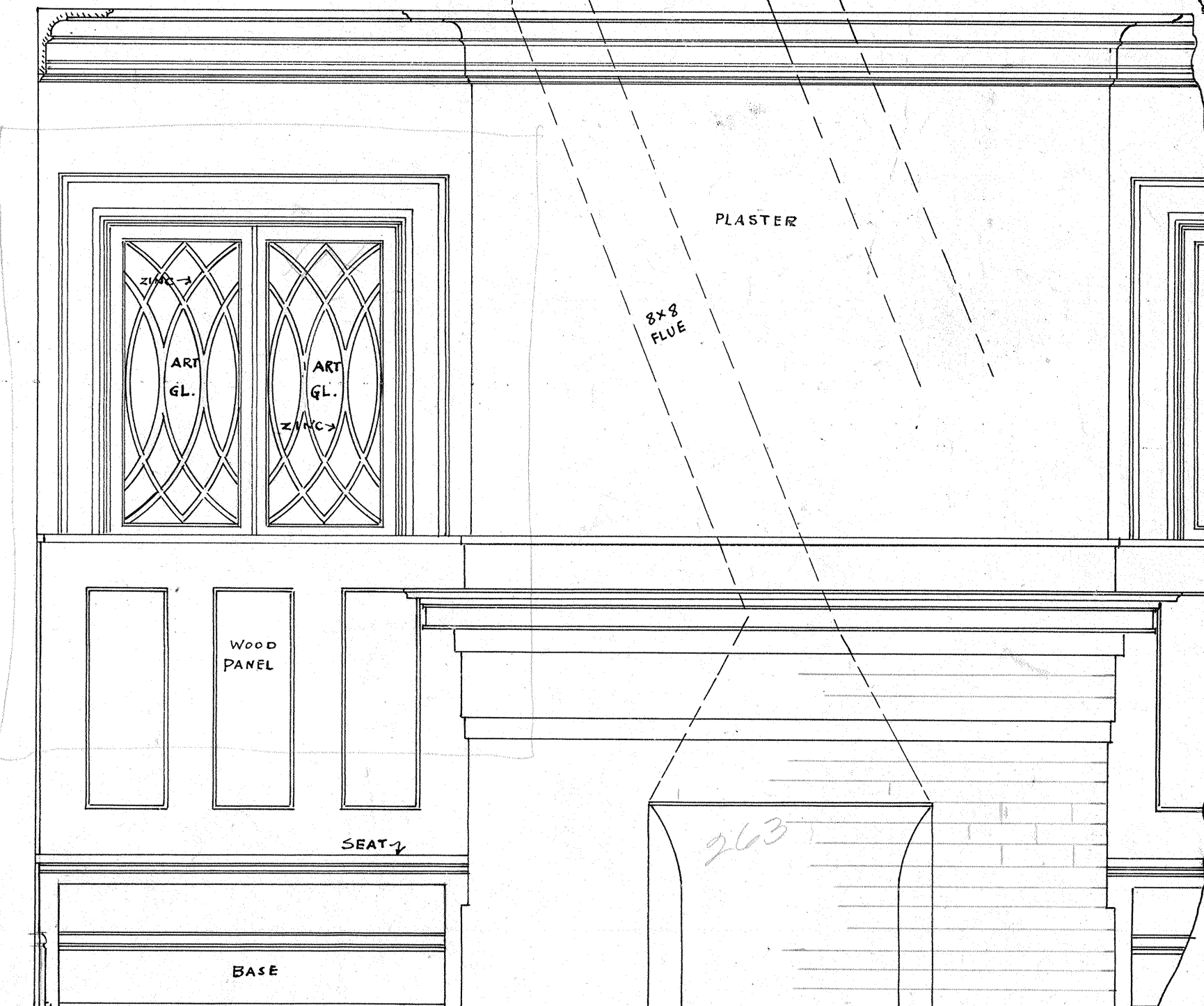
ELEVATION



SEAT SECTION

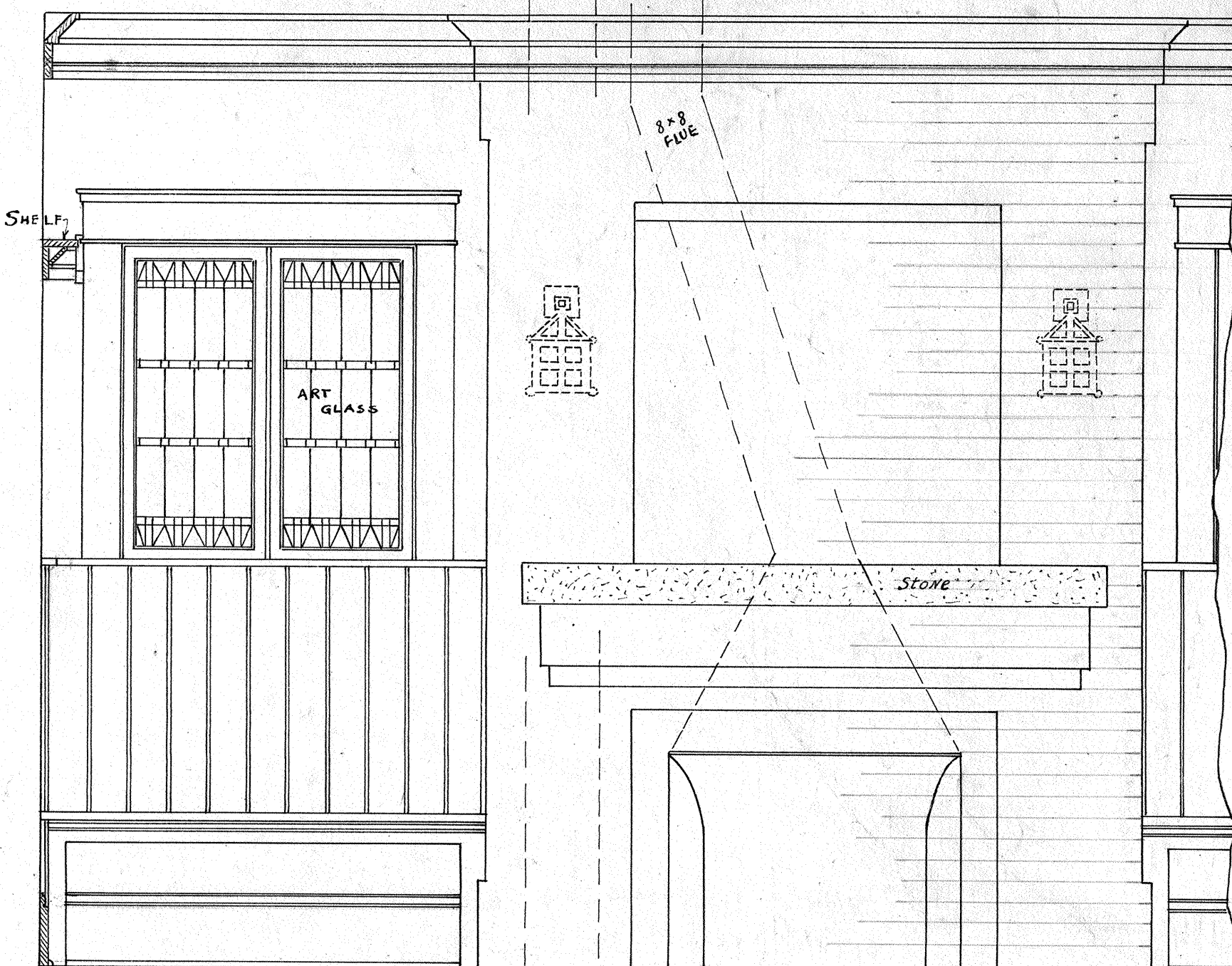


SEAT SECTION

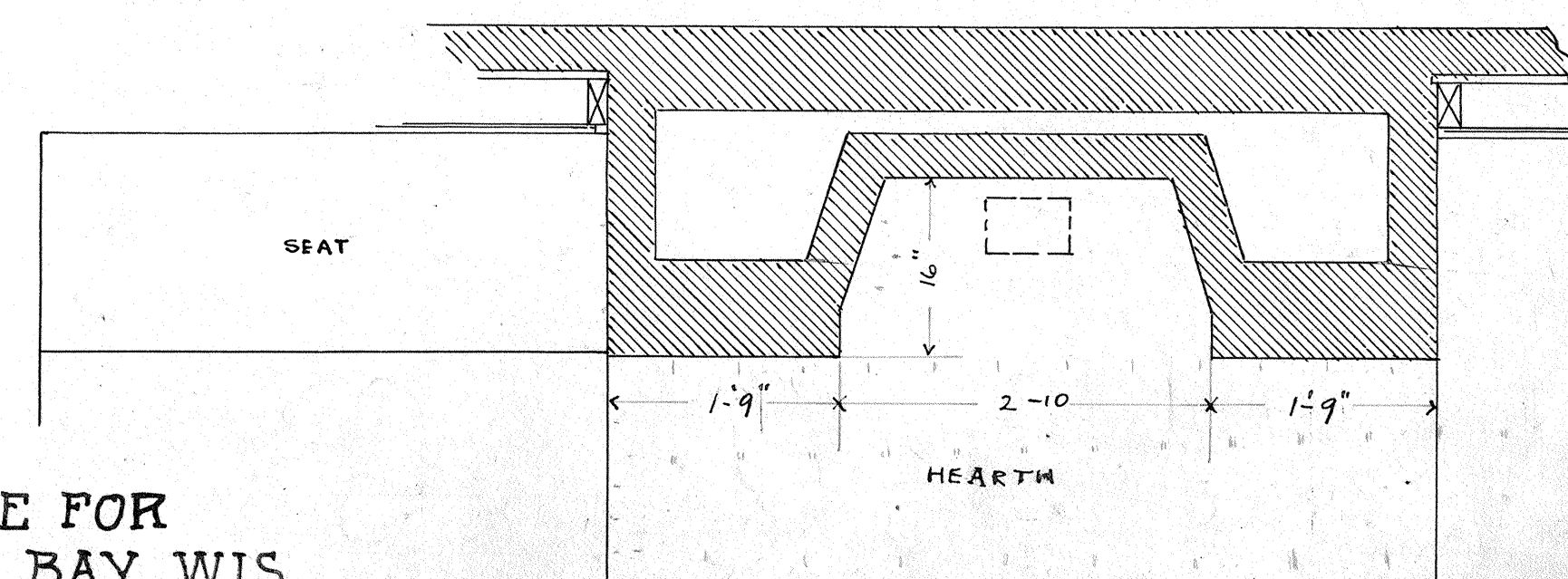


ELEVATION

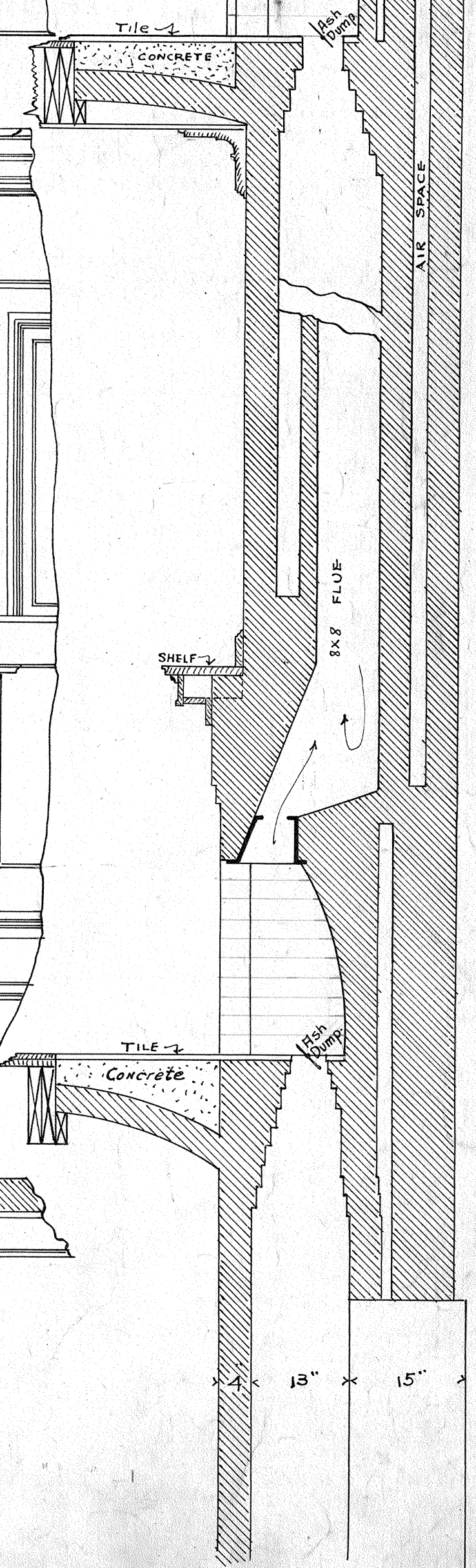
LIVING ROOM FIREPLACE



DEN FIREPLACE

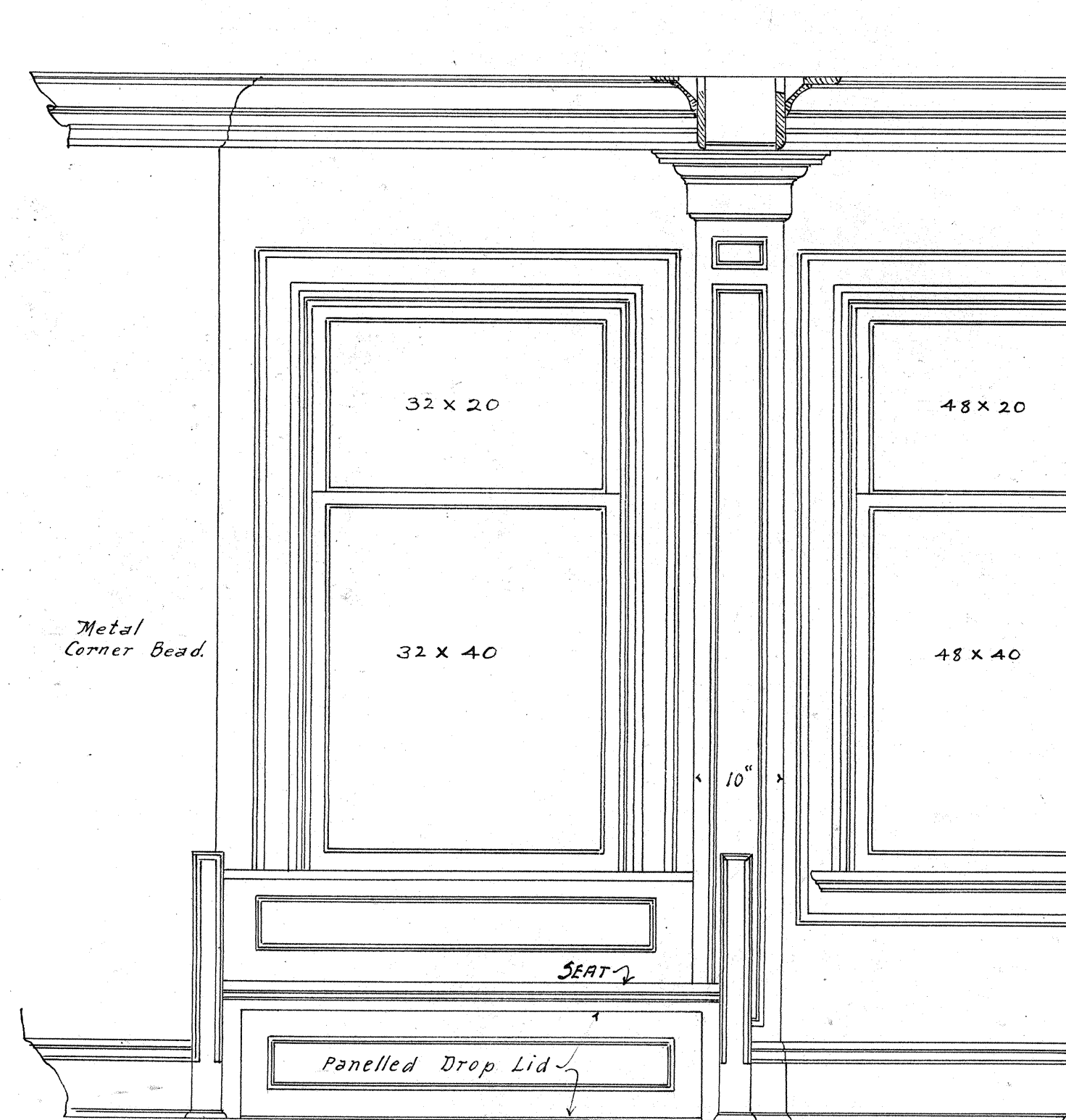


PLAN

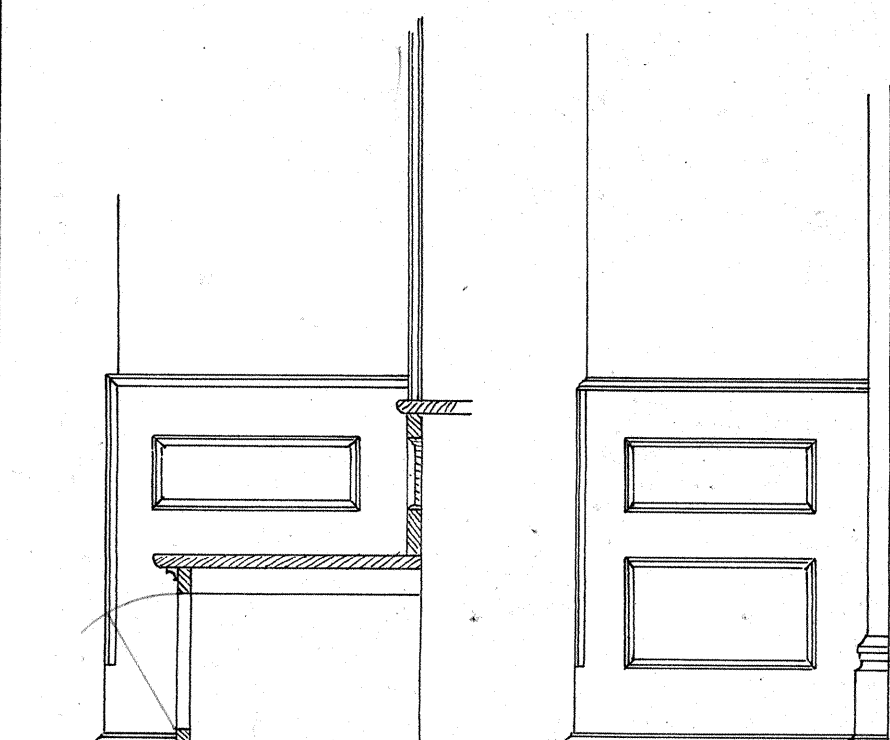


SECTION

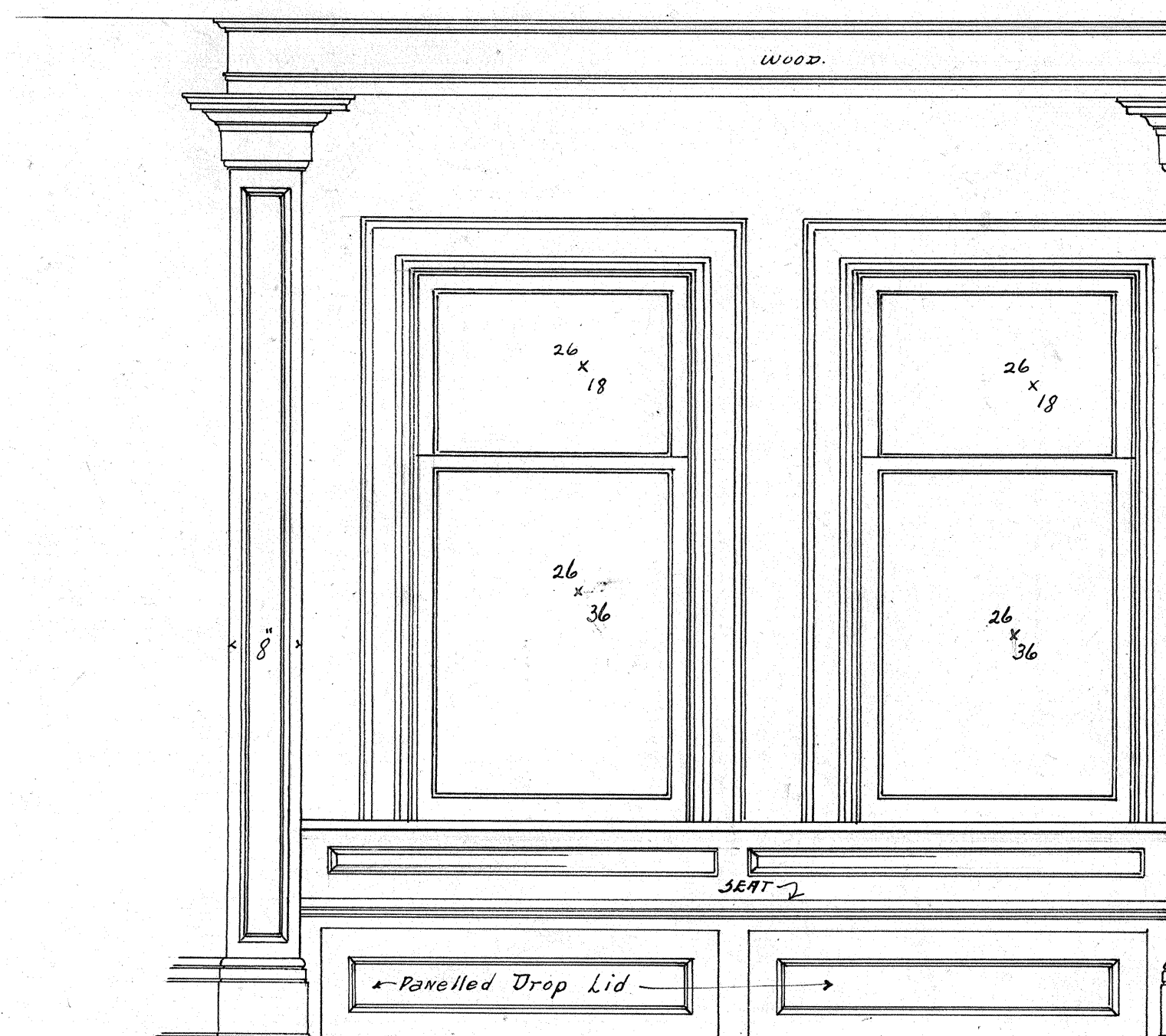
DETAILS FOR A RESIDENCE FOR
MR. HARRY W. FISK, GREEN BAY, WIS.
FOELLER & SCHOBER, ARCHITECTS.



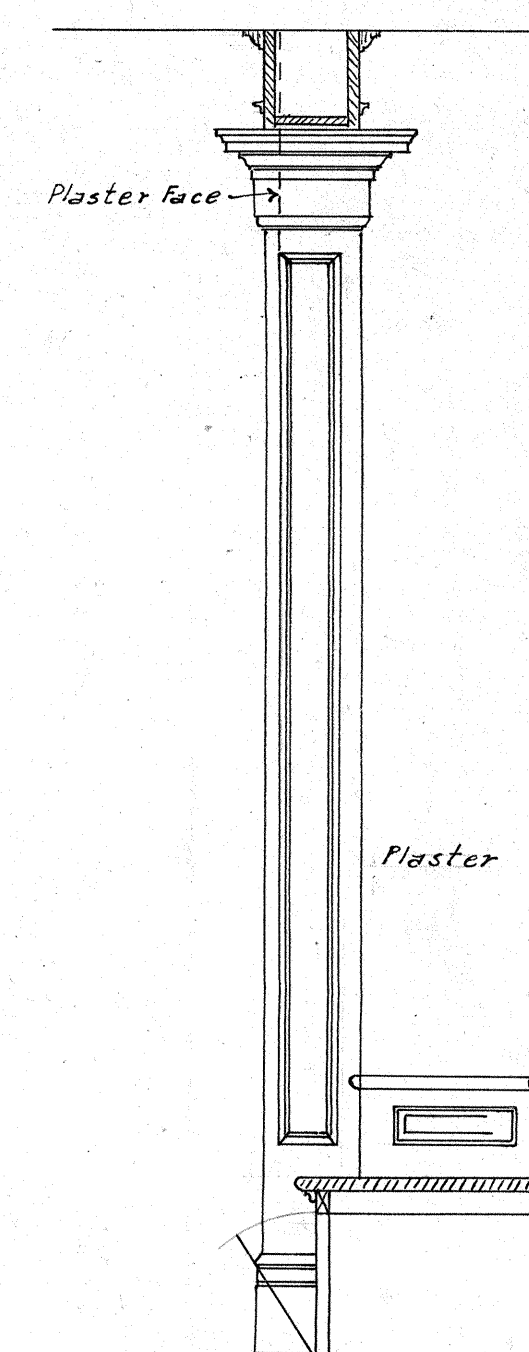
•LIVING ROOM BAY & SEAT•



•SEAT SECTION SIDE•

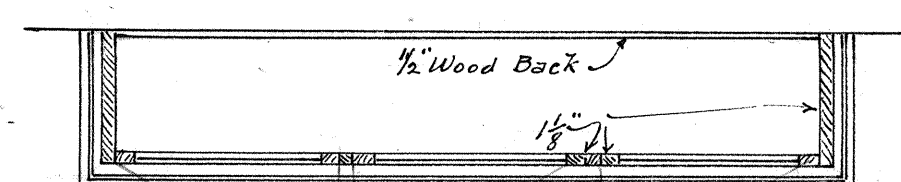
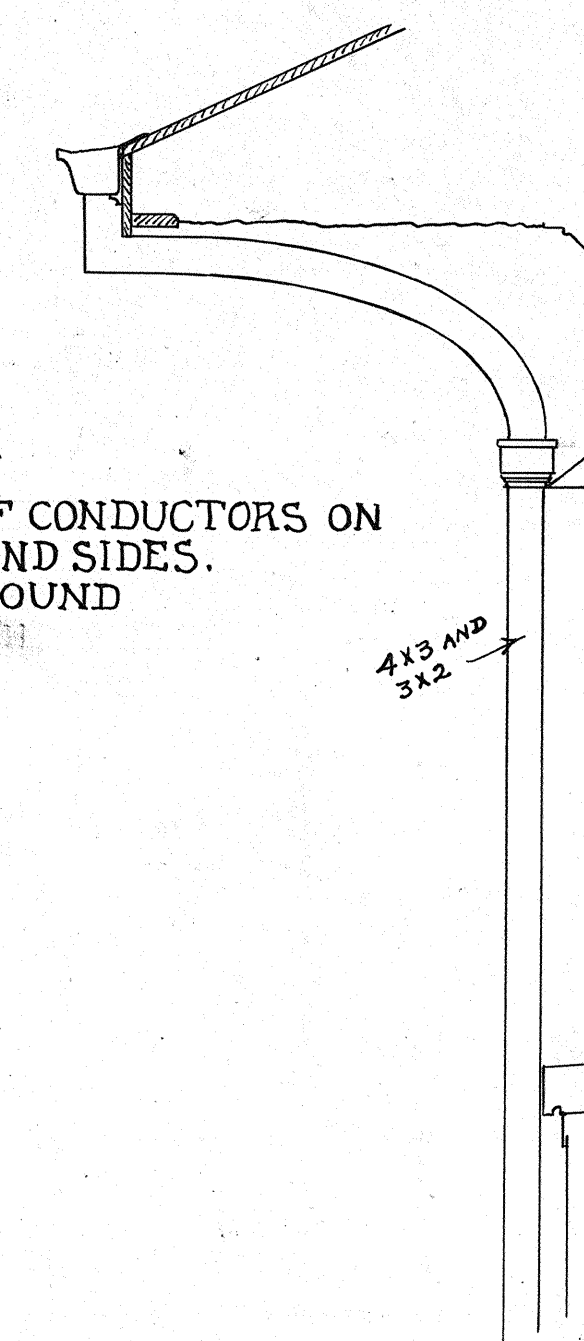


•BED ROOM BAY & SEAT•

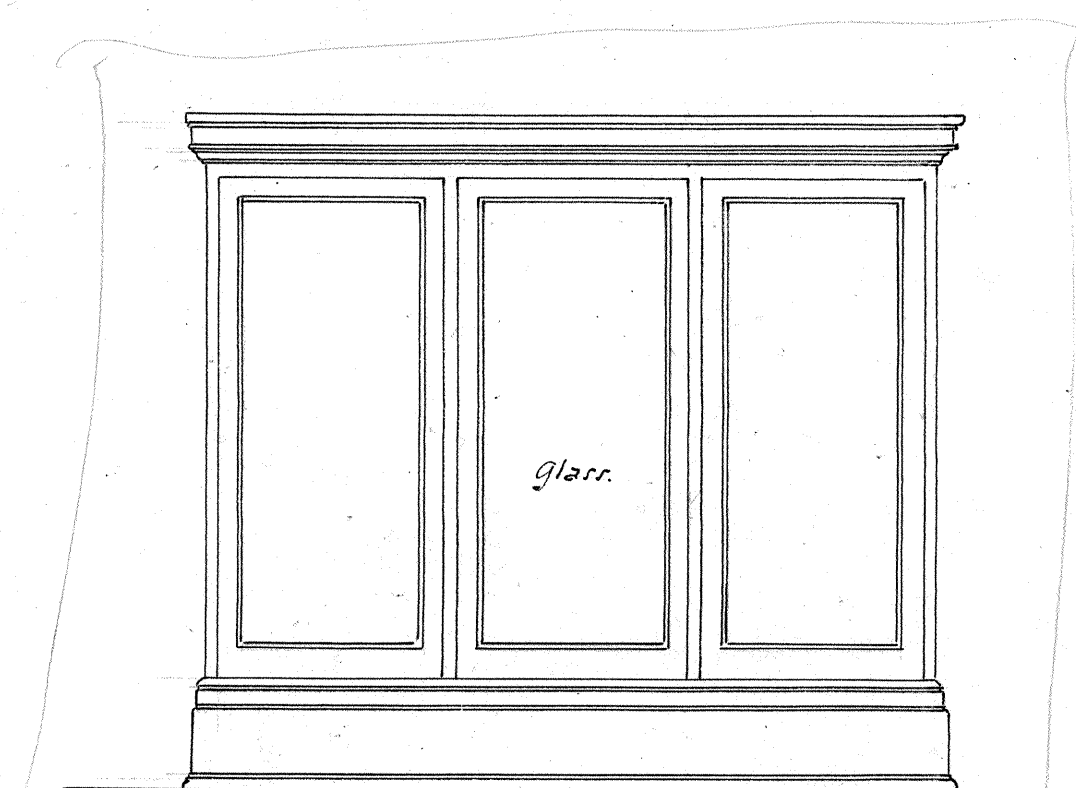


•SIDE•

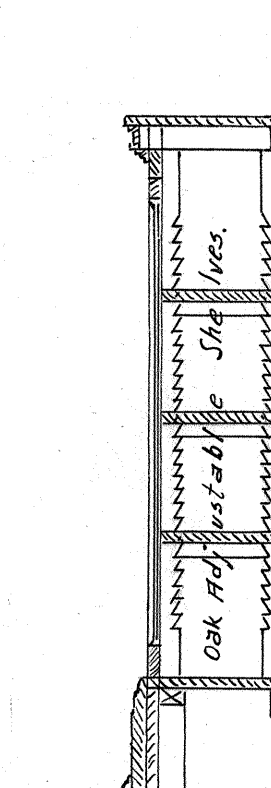
STYLE OF CONDUCTORS ON
FRONT AND SIDES.
REAR ROUND
3/4" = 1'-0"



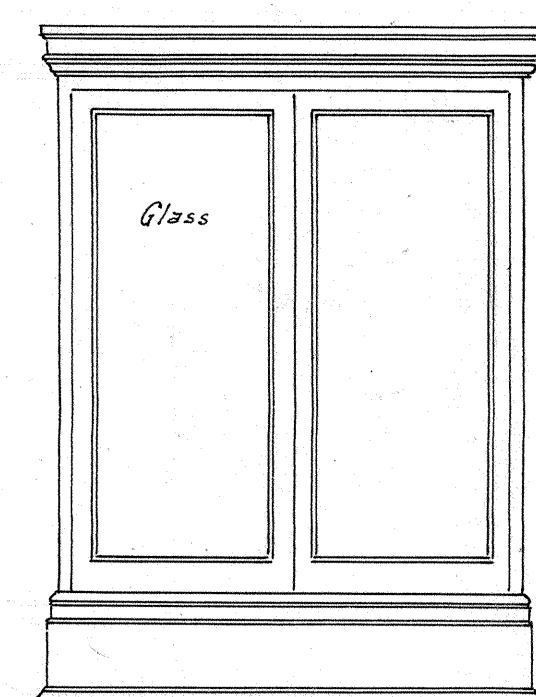
•PLAN•



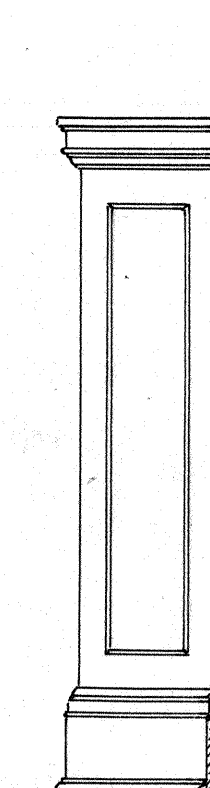
•FRONT TOWARDS
EXTERIOR•



•SECTION•

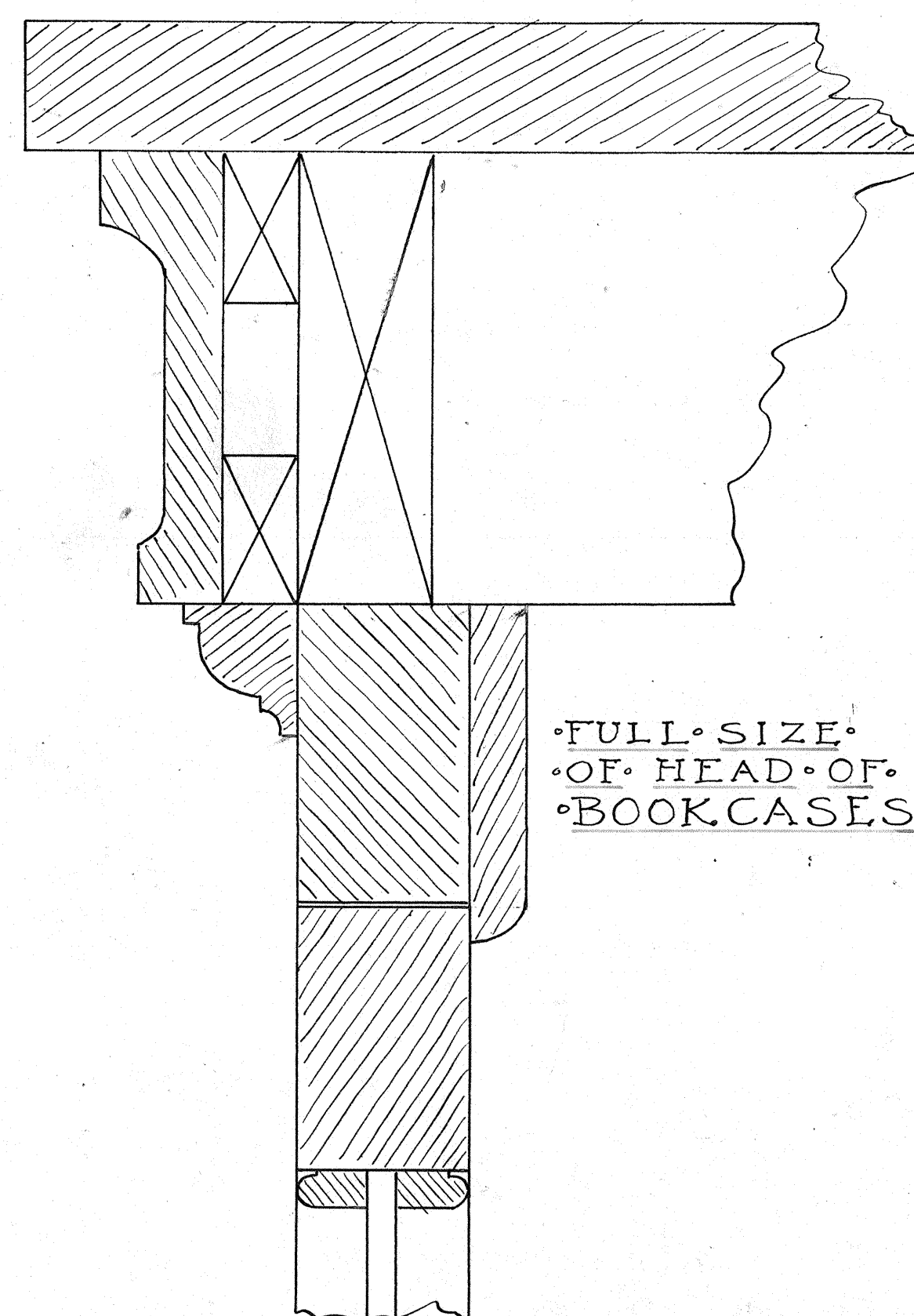


•FRONT TOWARDS
HALL•

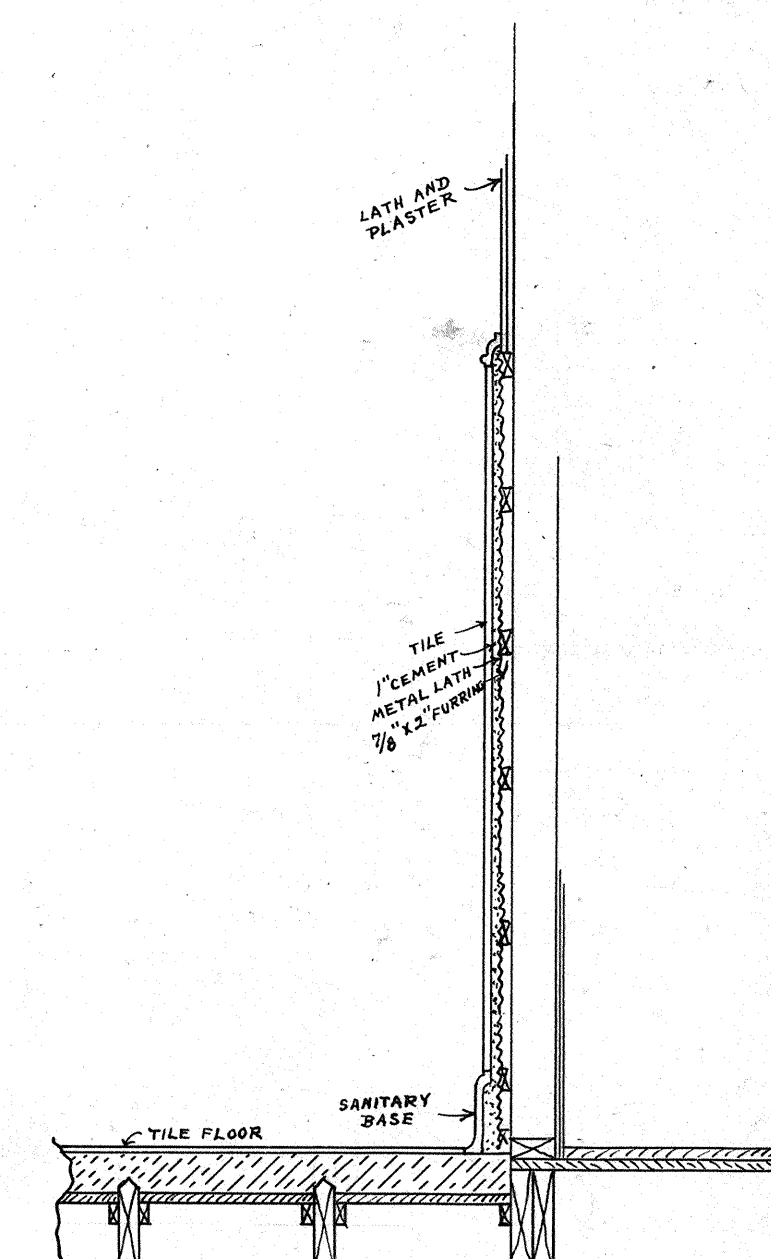


•END•

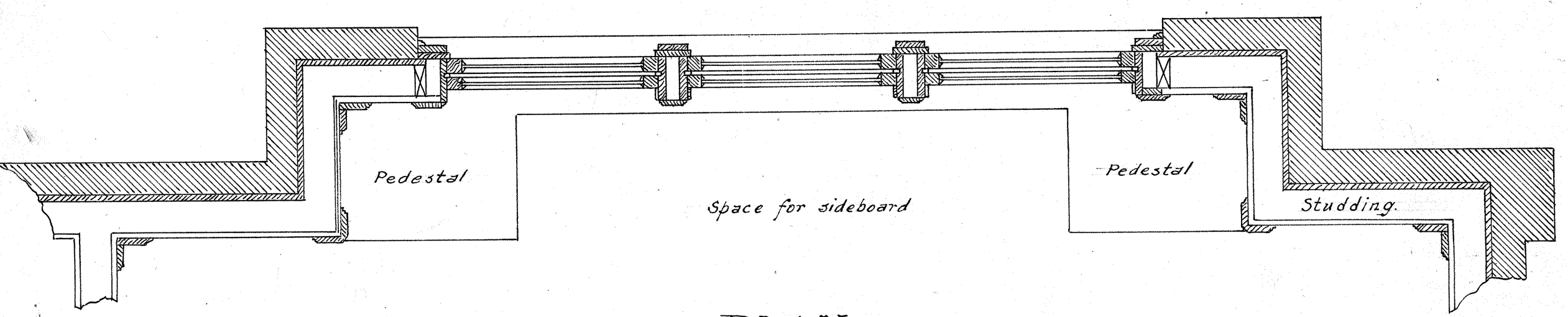
•LIVING ROOM BOOKCASES•



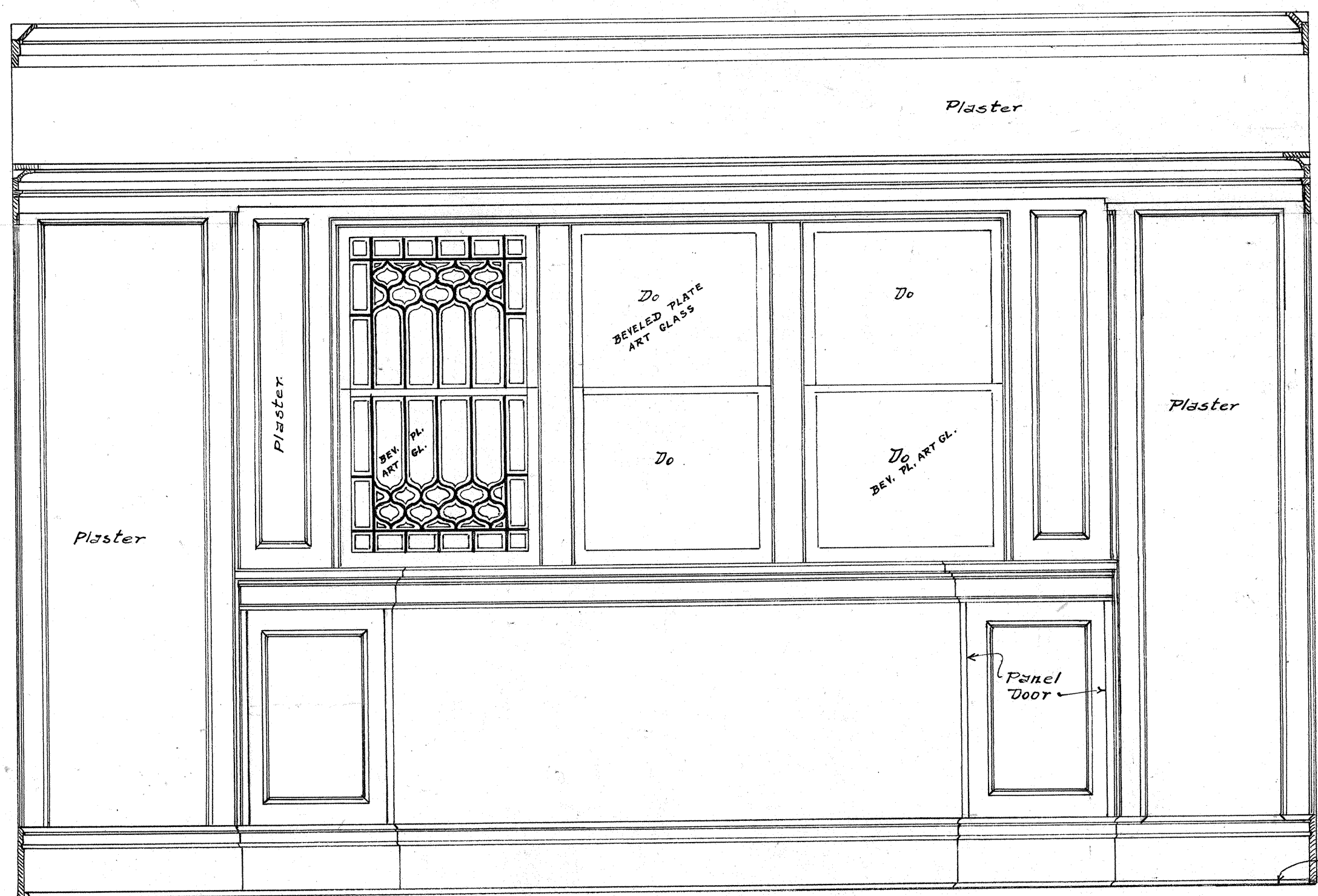
•FULL SIZE
OF HEAD OF
BOOKCASES•



BATH ROOM FLOOR & WAINSCOTING
3/4" = 1'-0"

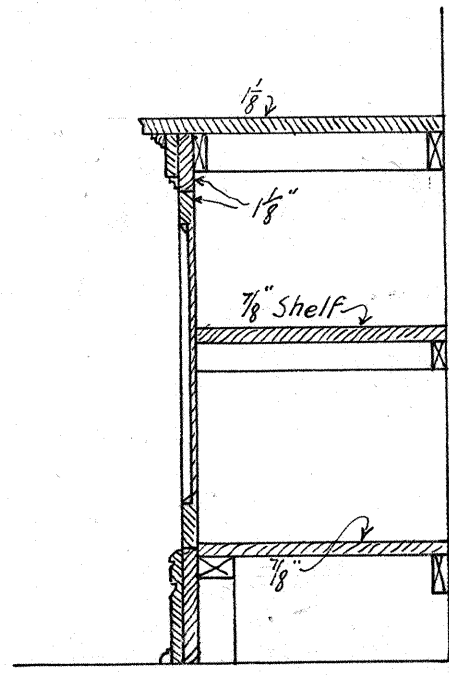


•PLAN•

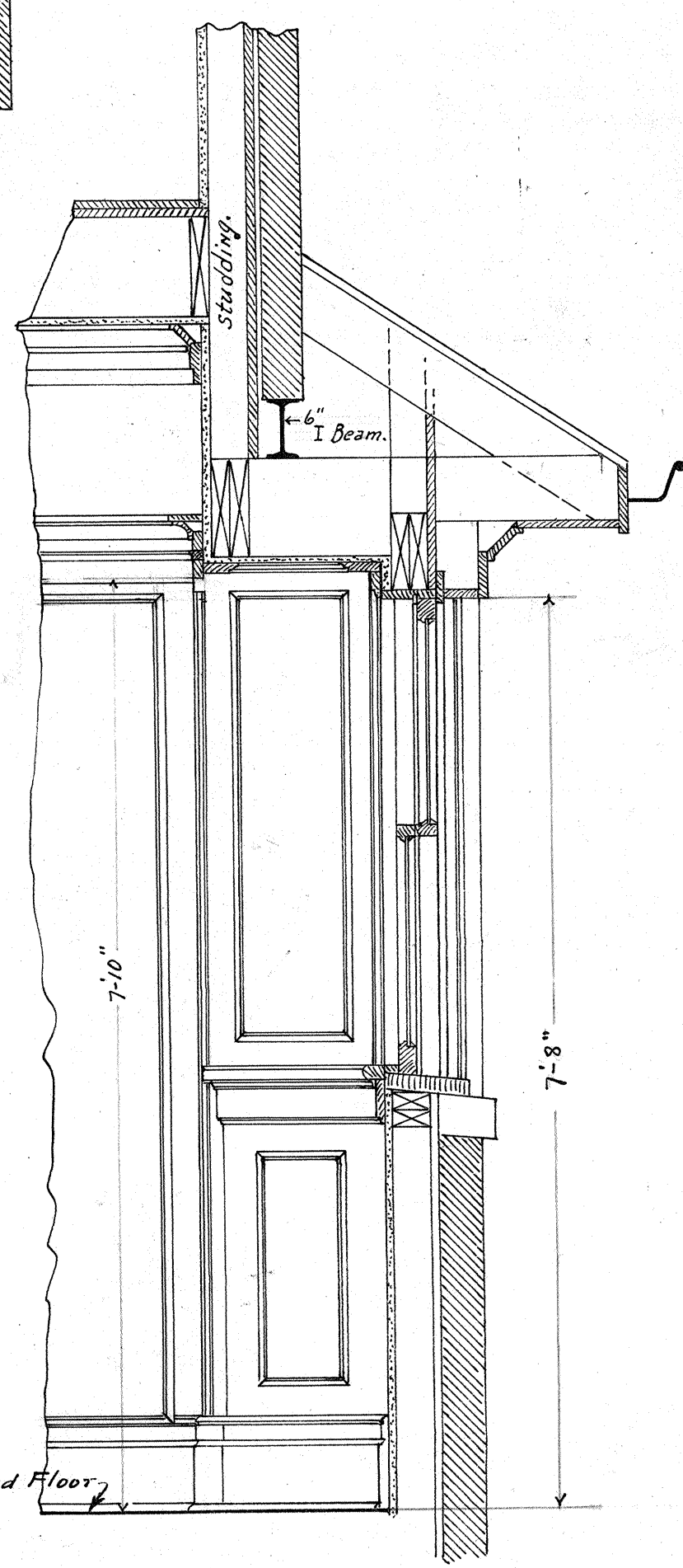


•ELEVATION•

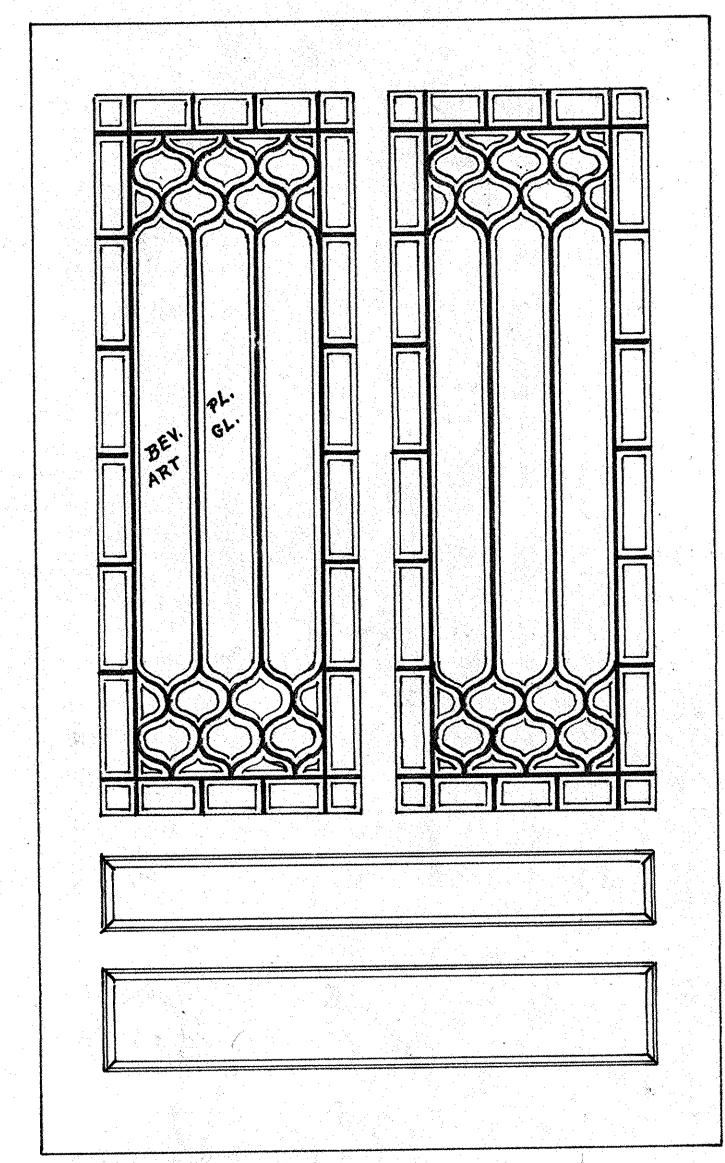
•DETAIL OF DINING ROOM BAY WINDOWS • SCALE $\frac{3}{4}$ " = 1'-0"



•SECTION•
•THRU PEDESTAL CLOS•

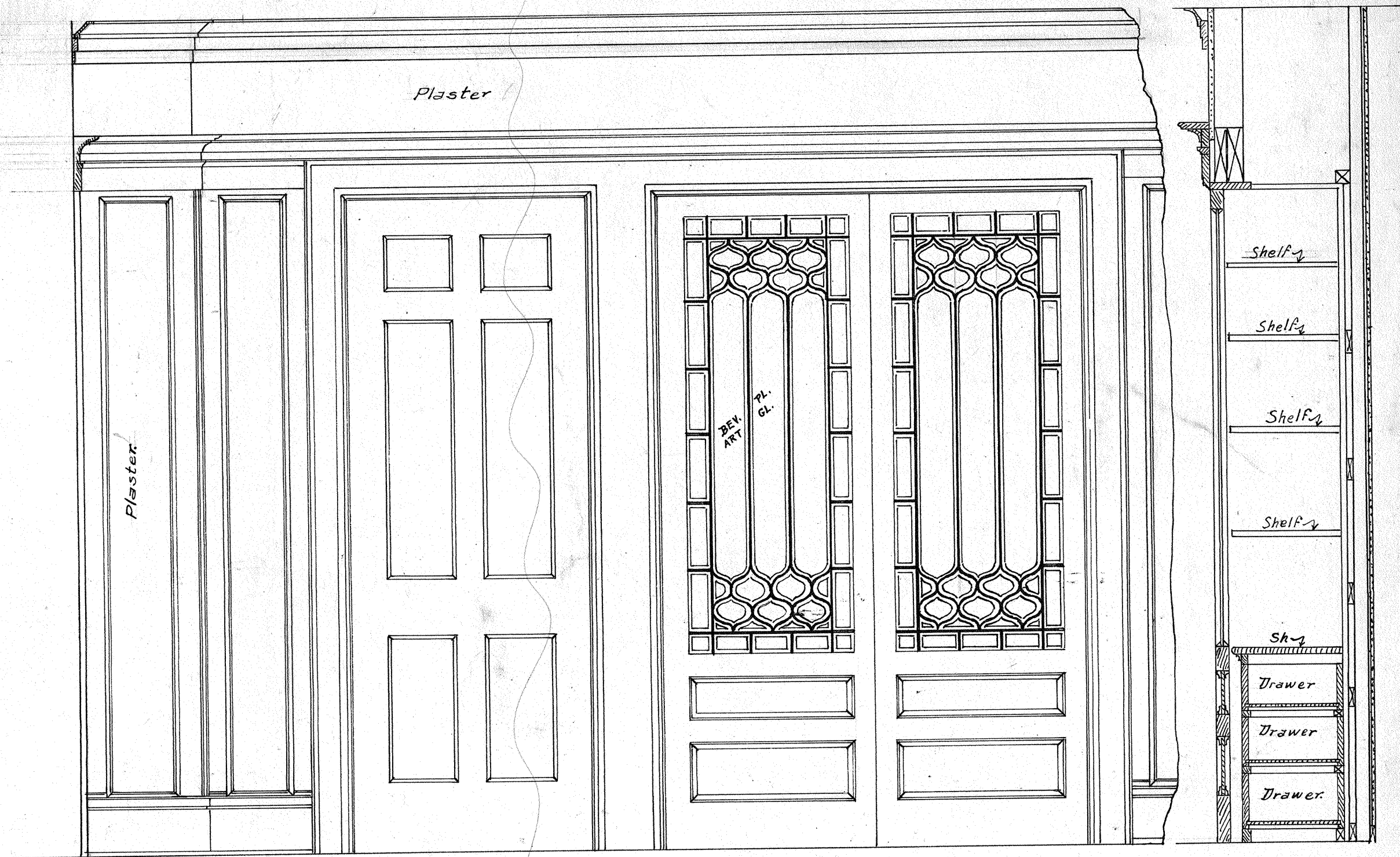


•SECTION•



•DINING ROOM SLIDING DOOR•

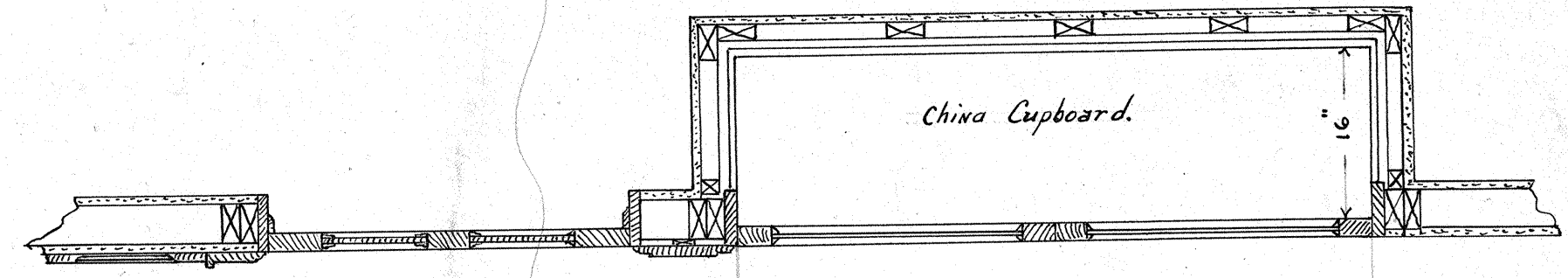
•DETAILS IN DINING ROOM FOR MR. HARRY W. FISK GREEN BAY WIS. FOELLER & SCHOBEL ARCHITECTS•



•CHINA CUPBOARD DOORS•

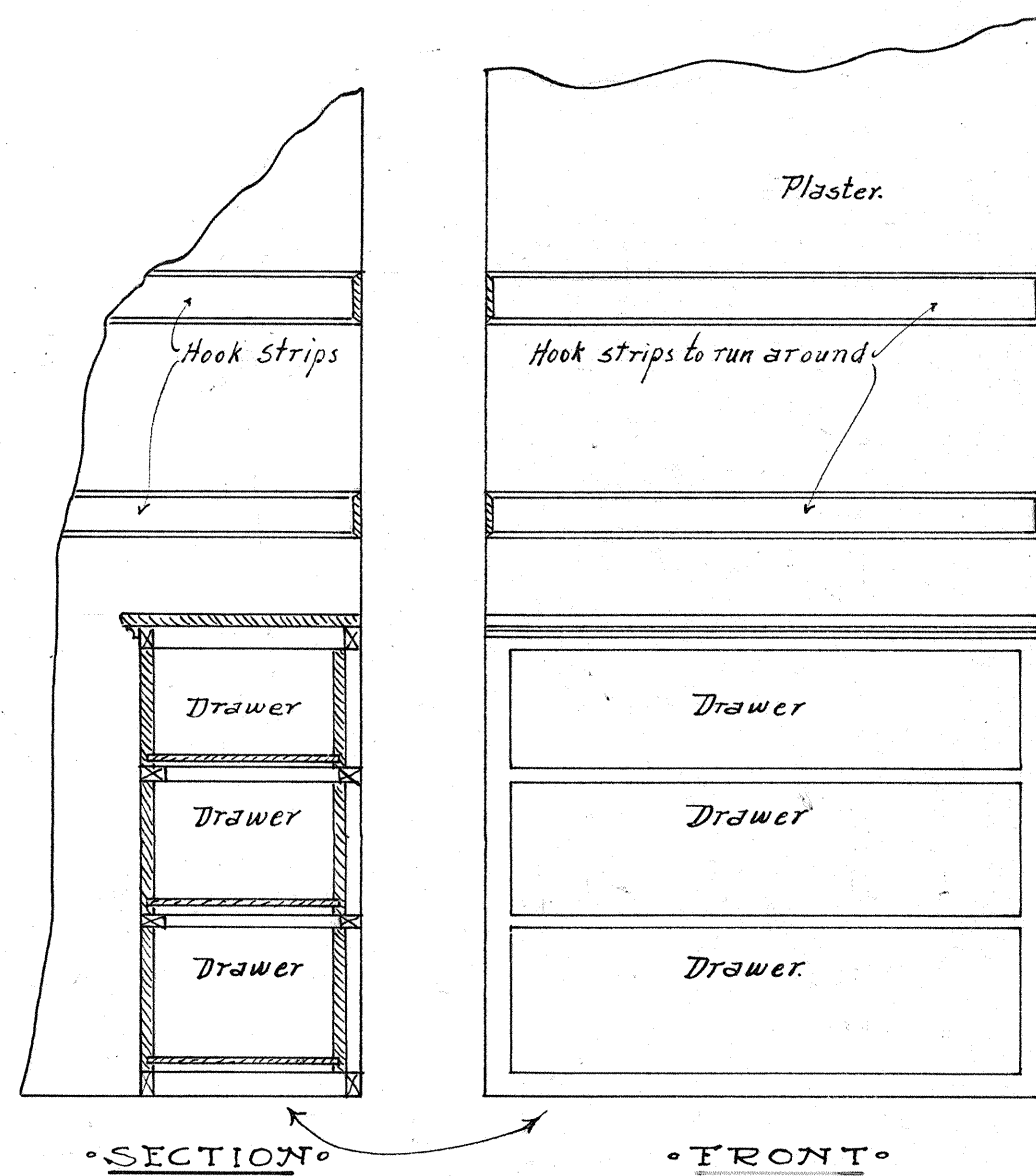
•SECTION•

Paneling of all doors where white enameled

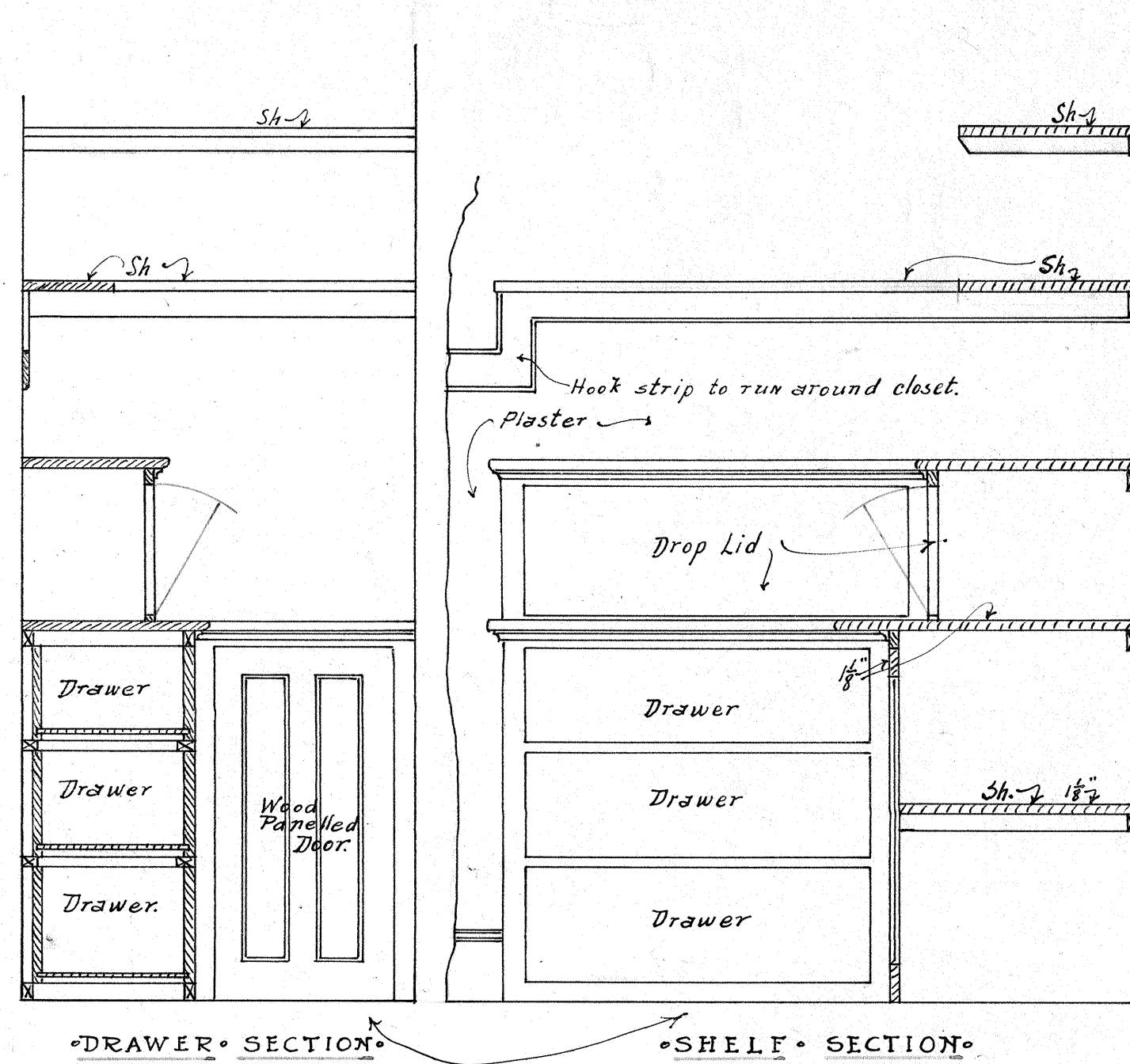


•PLAN•

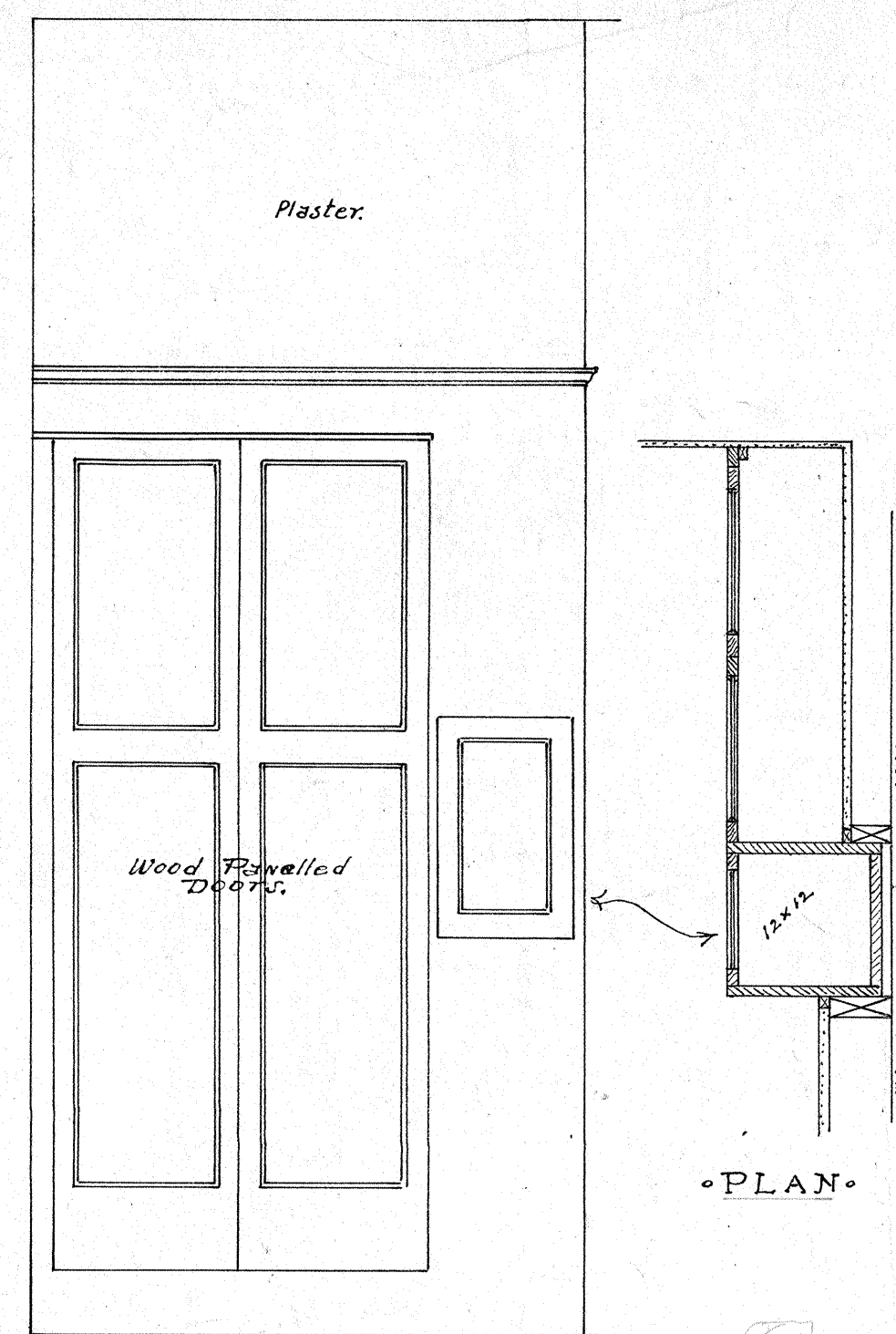
•DETAIL OF CHINA CUPBOARD IN DINING ROOM & PANTRY DOOR • SCALE $\frac{3}{4}$ " = 1'-0"



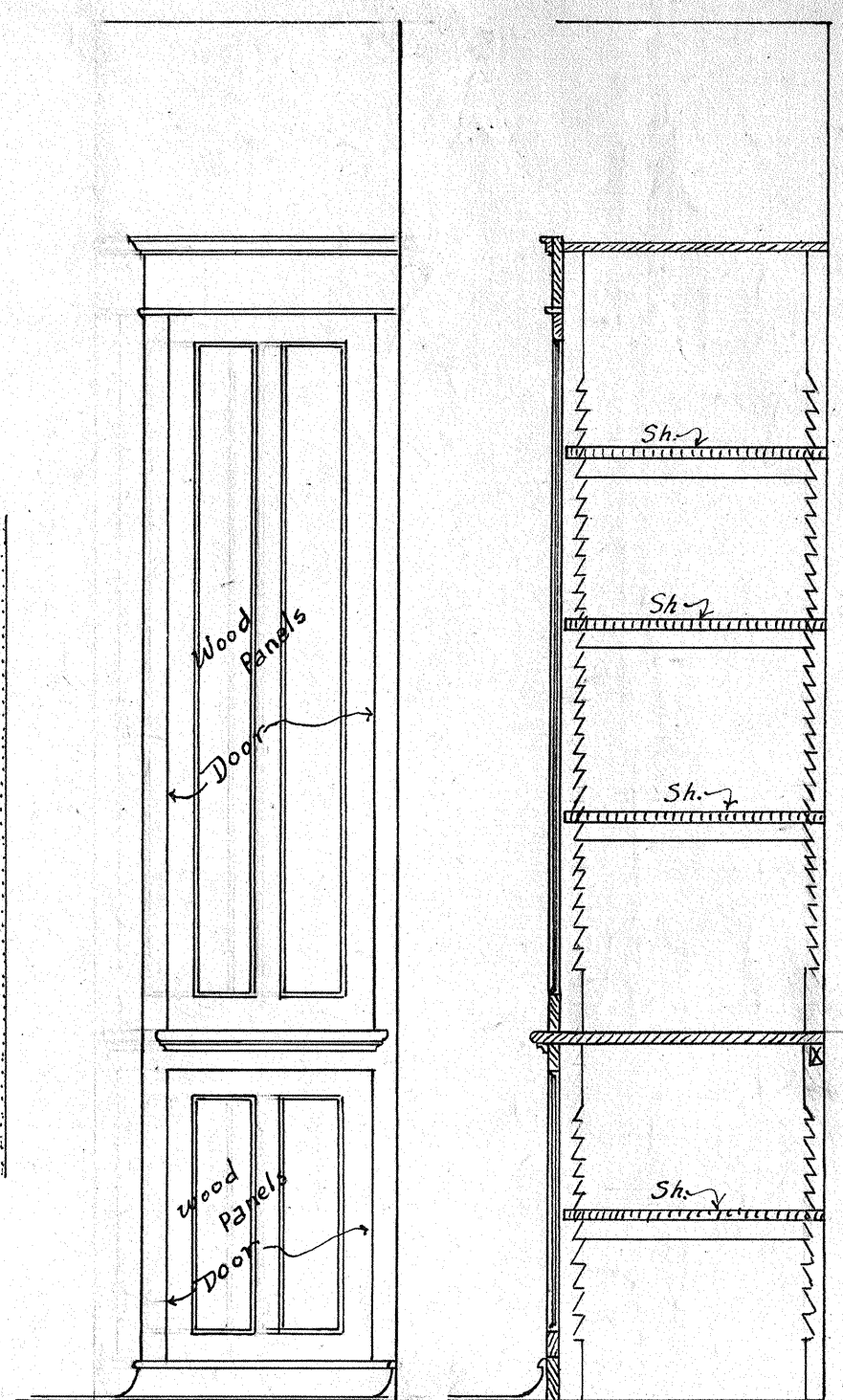
•DETAIL OF GENERAL FINISH
•IN CLOSETS OF BED ROOMS
•NOS. 2, 3 & 5 AND FOR
•LINEN CLOSET
•SEE PLANS FOR CLOSET SIZES



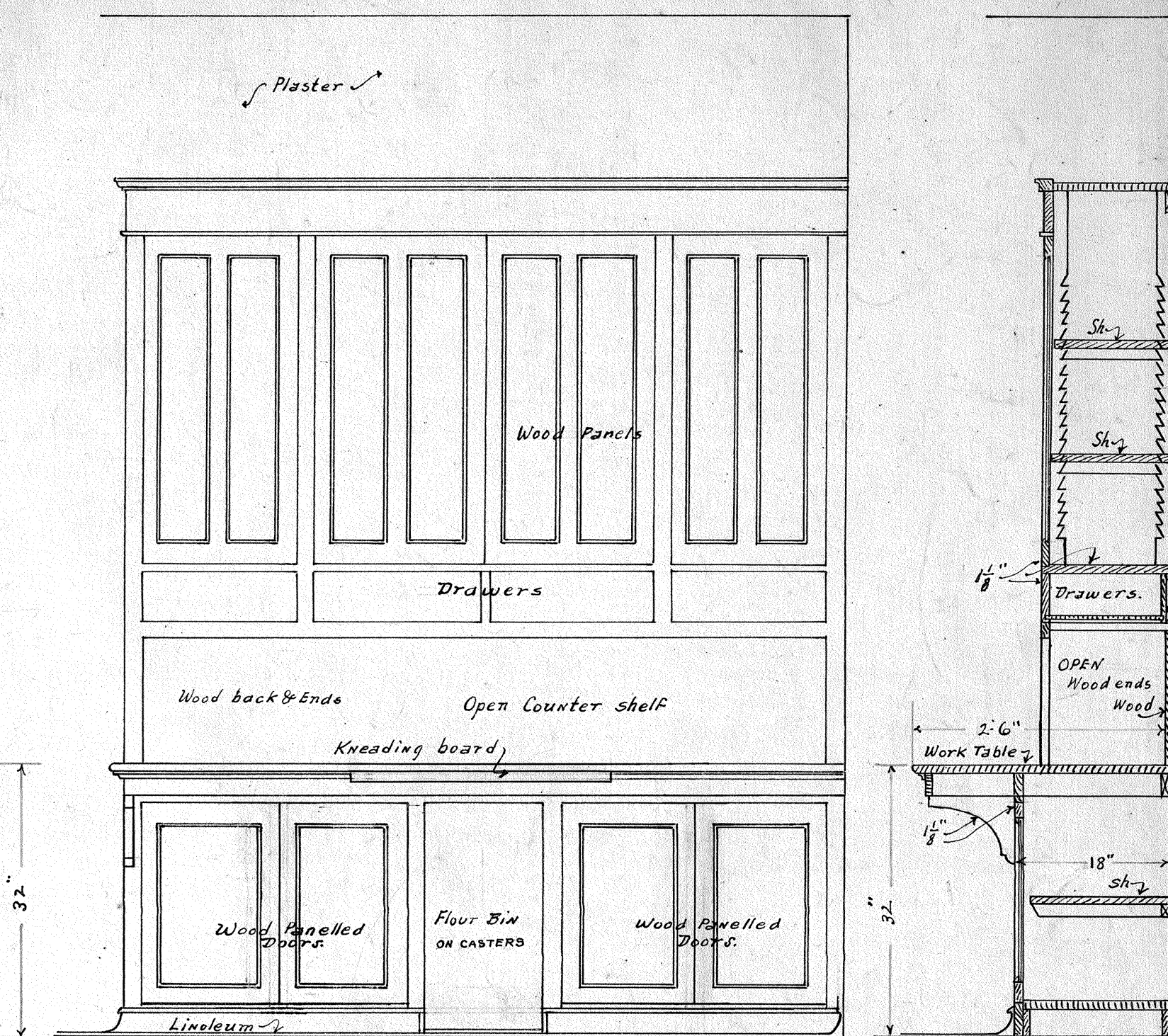
•DETAIL OF CLOSET FINISH BED ROOM NO. 1



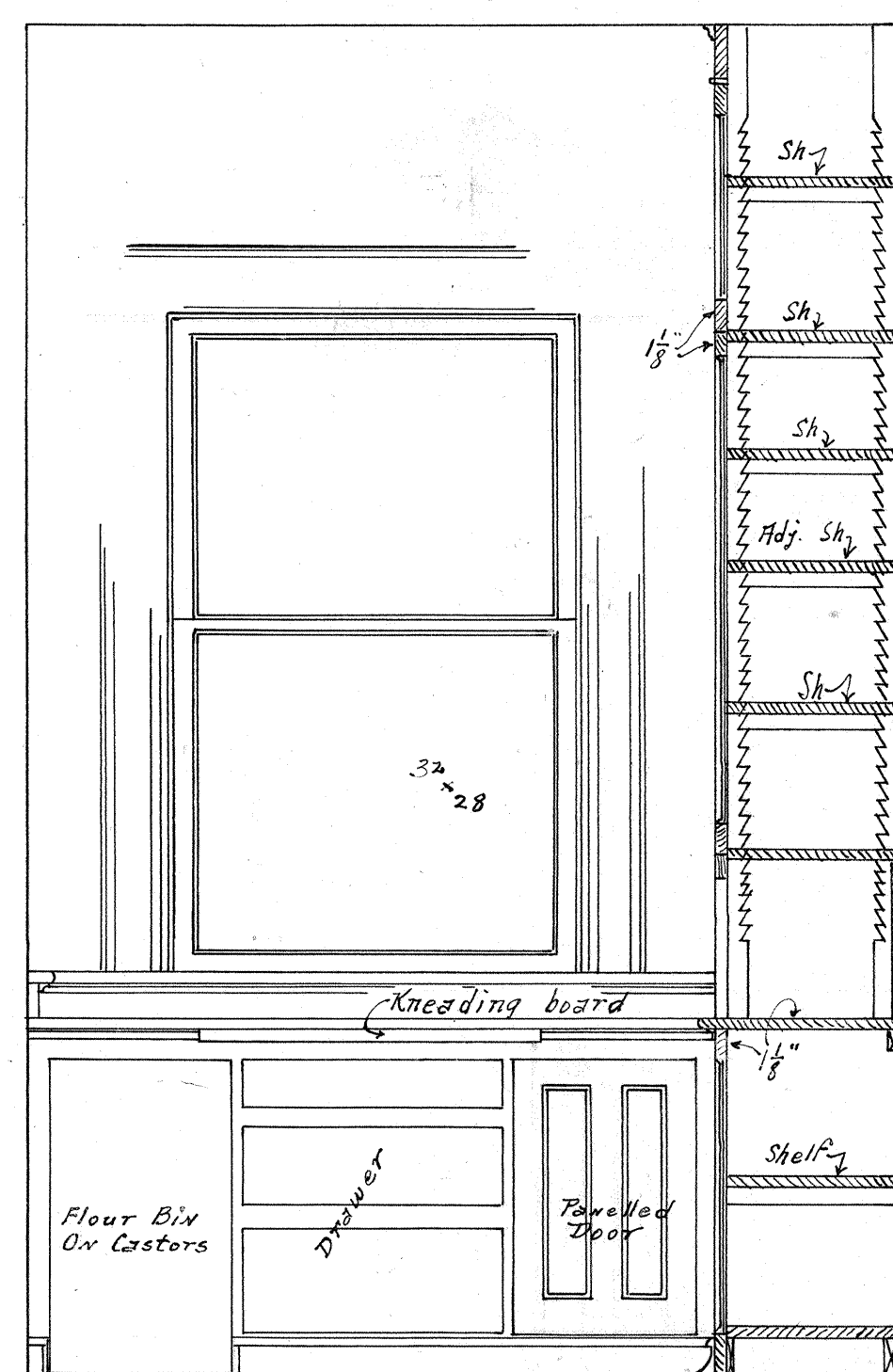
•FRONT OF BROOM CLOSET
•& CLOTHES CHUTE



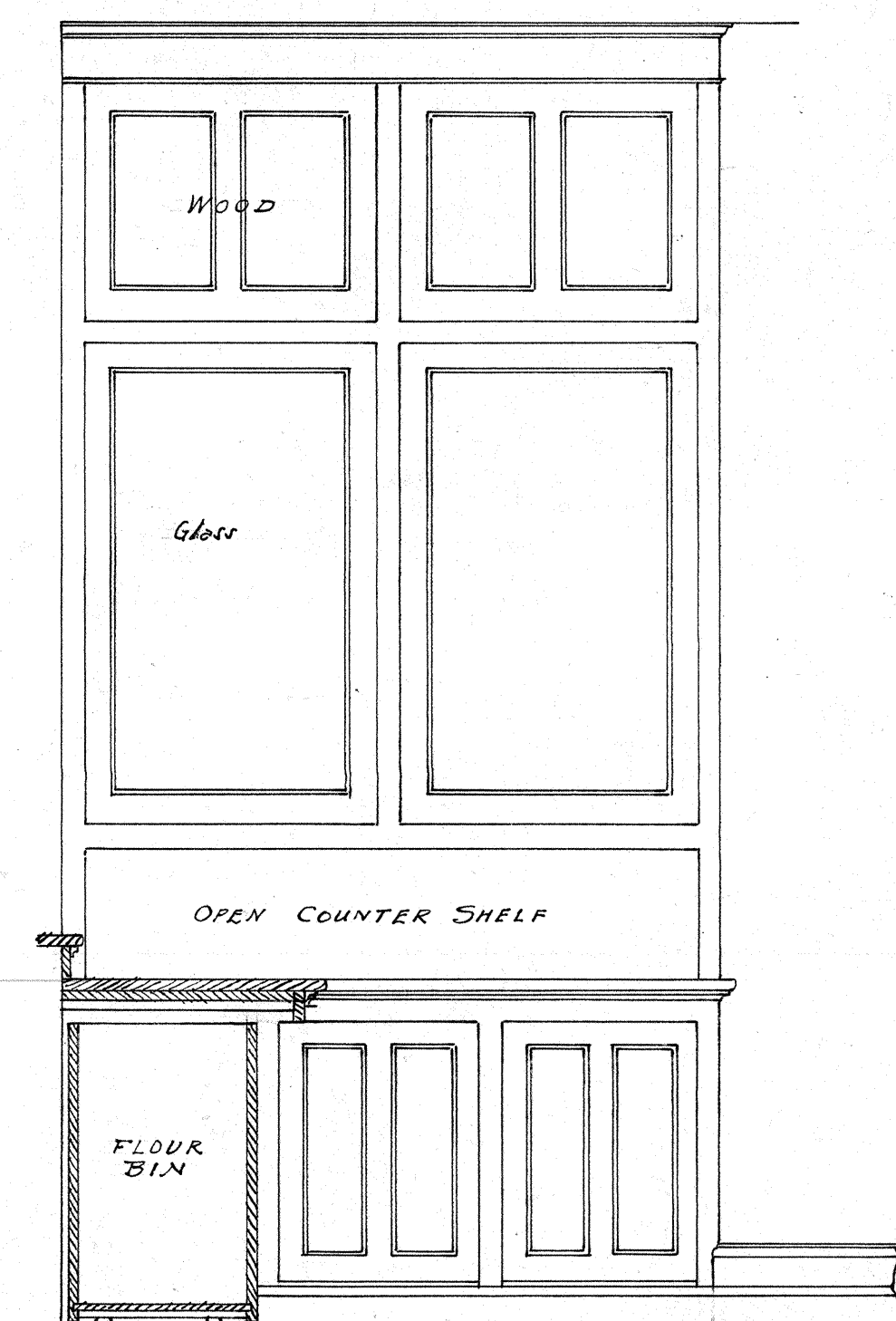
•KETTLE CLOS. FRONT



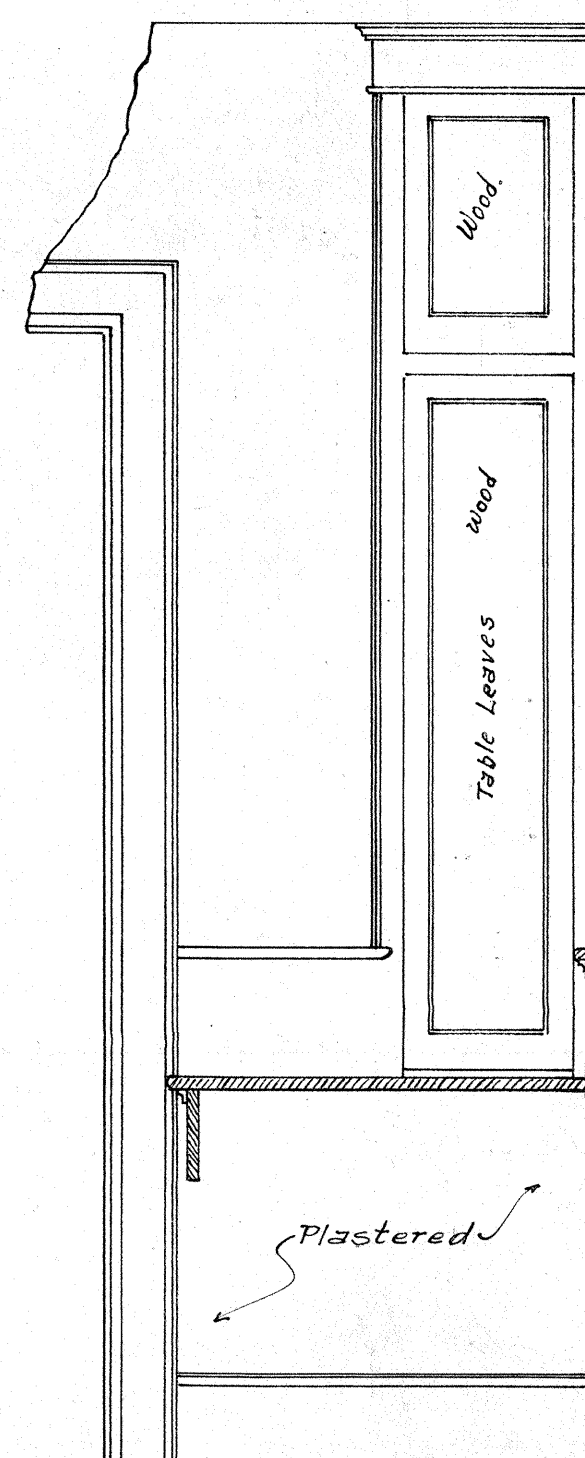
•FRONT OF KITCHEN CUPBOARD



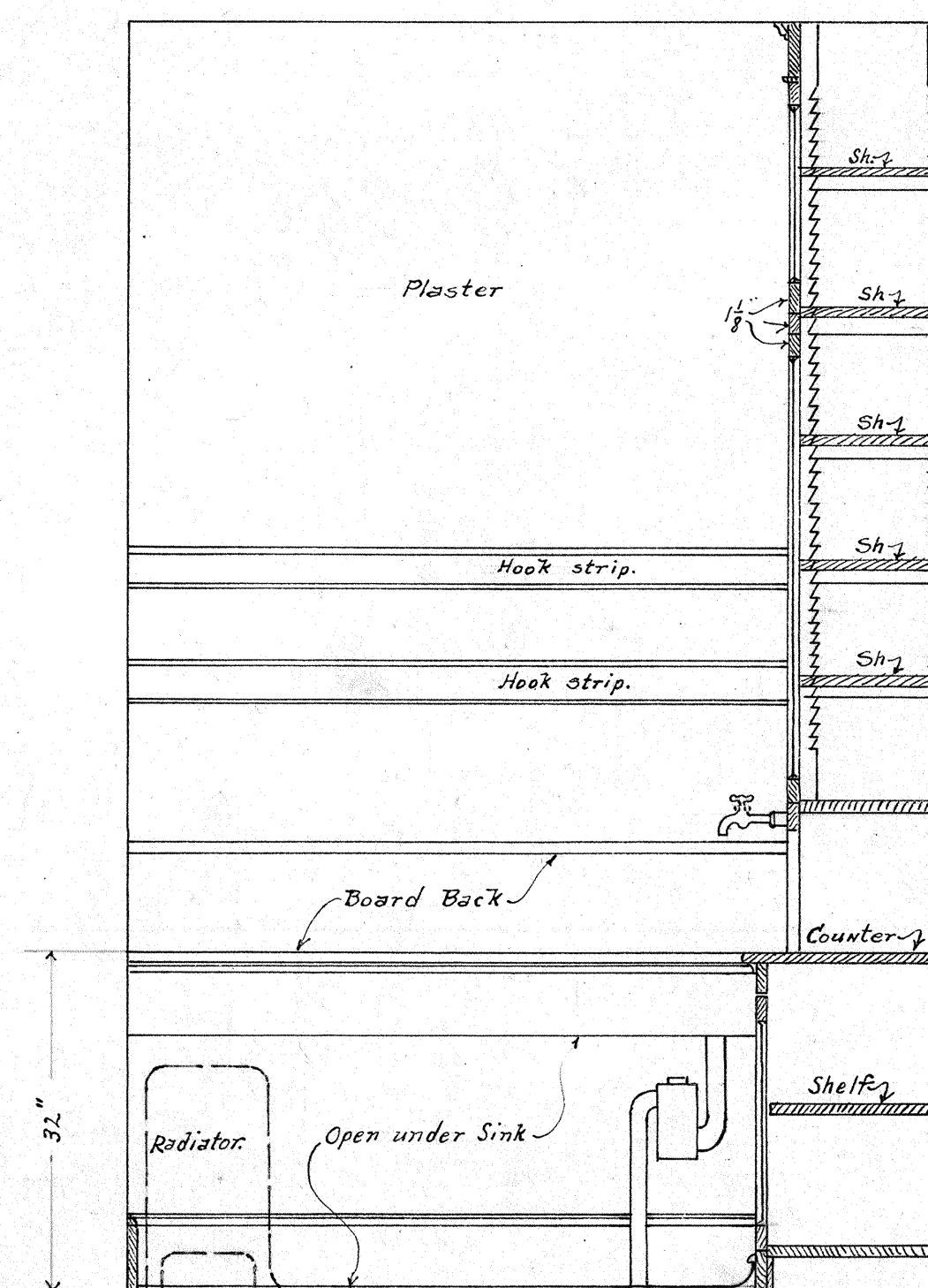
•FRONT OF WORK TABLE
•CUPBOARD SECTION



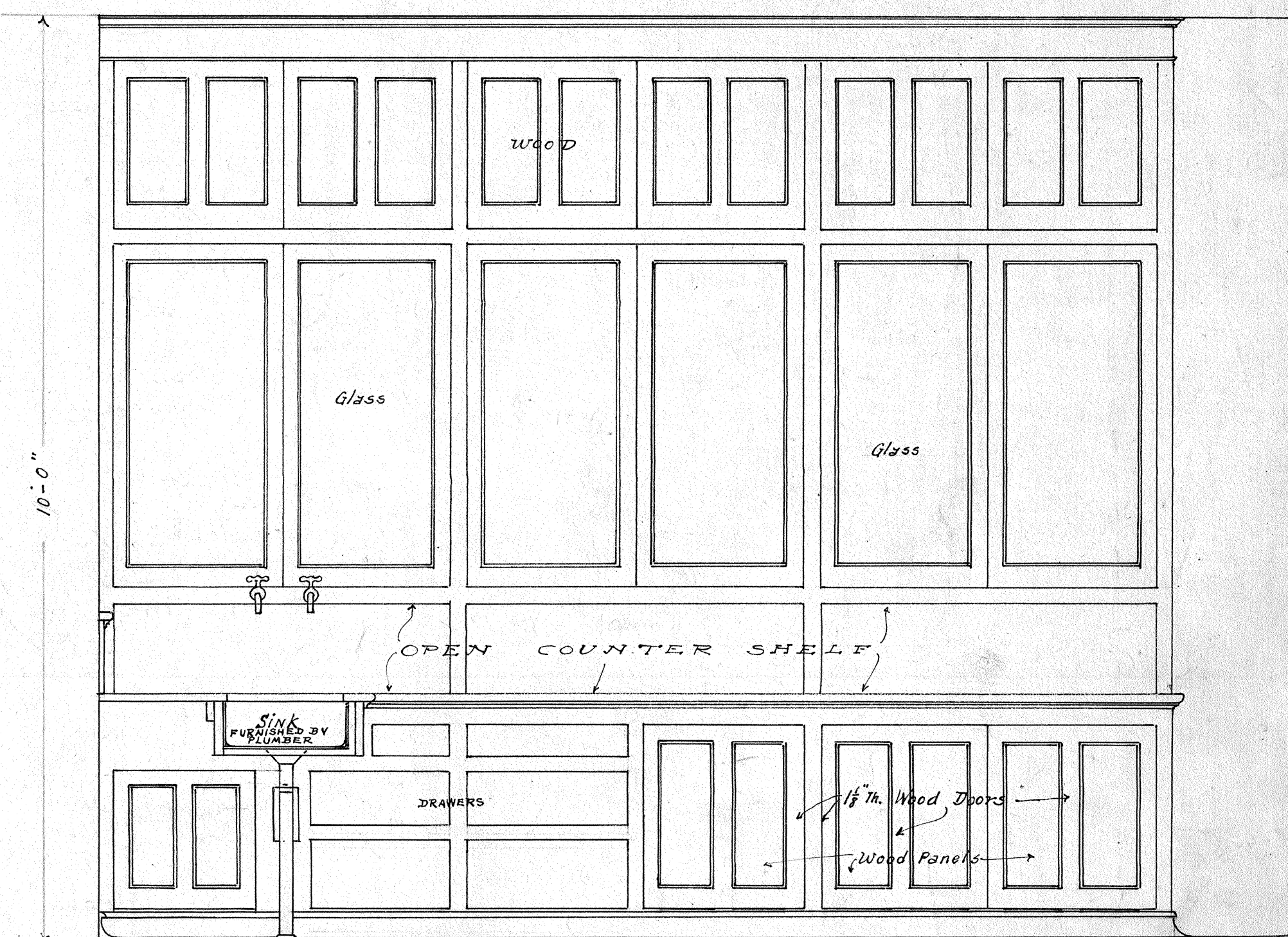
•PANTRY CUPBOARD
•NEAR CHINA CLOSET



•SECTION THRU
•SERVING TABLE



•FRONT OF SERVING TABLE
•SECTION THRU CUPBOARD

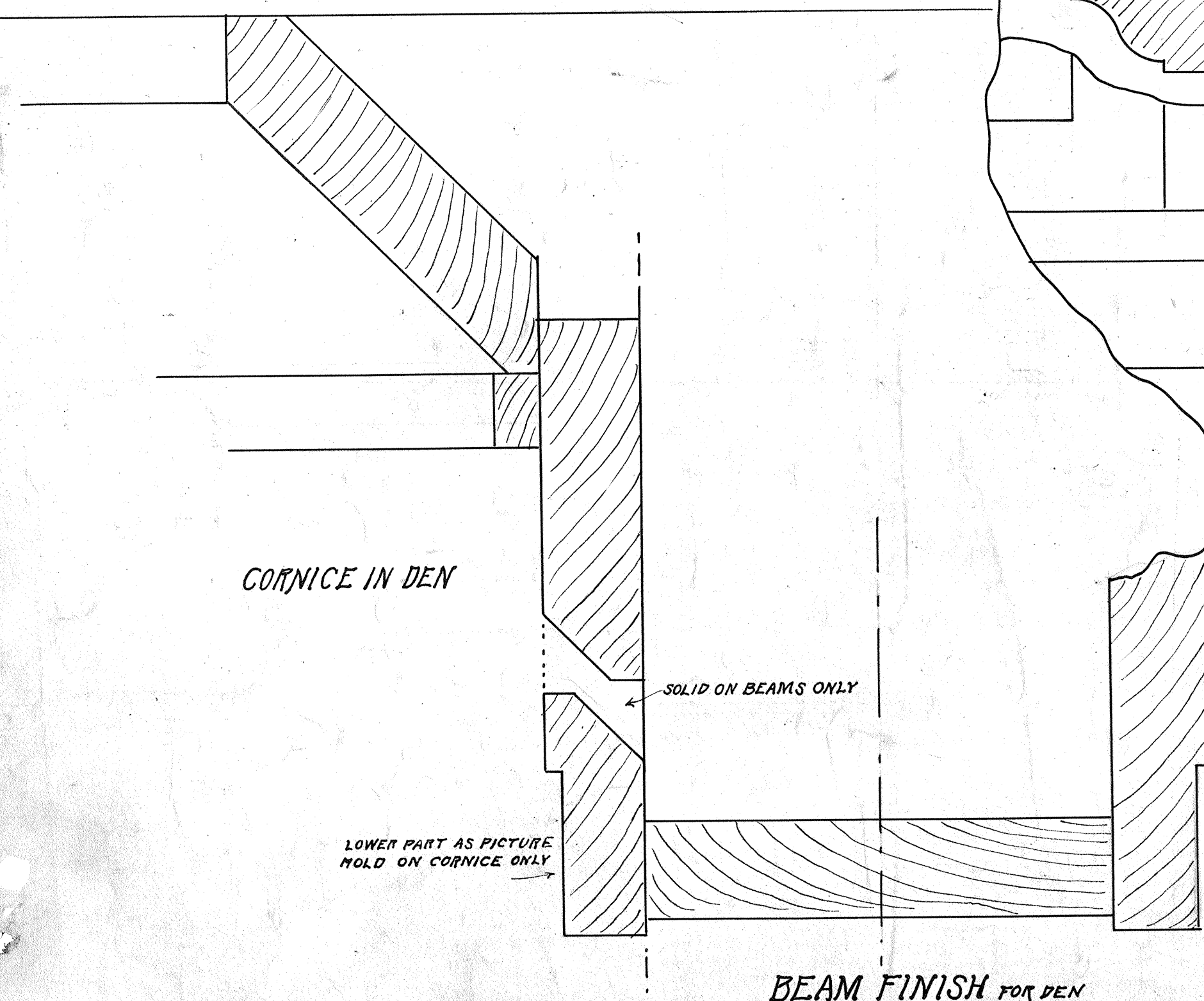
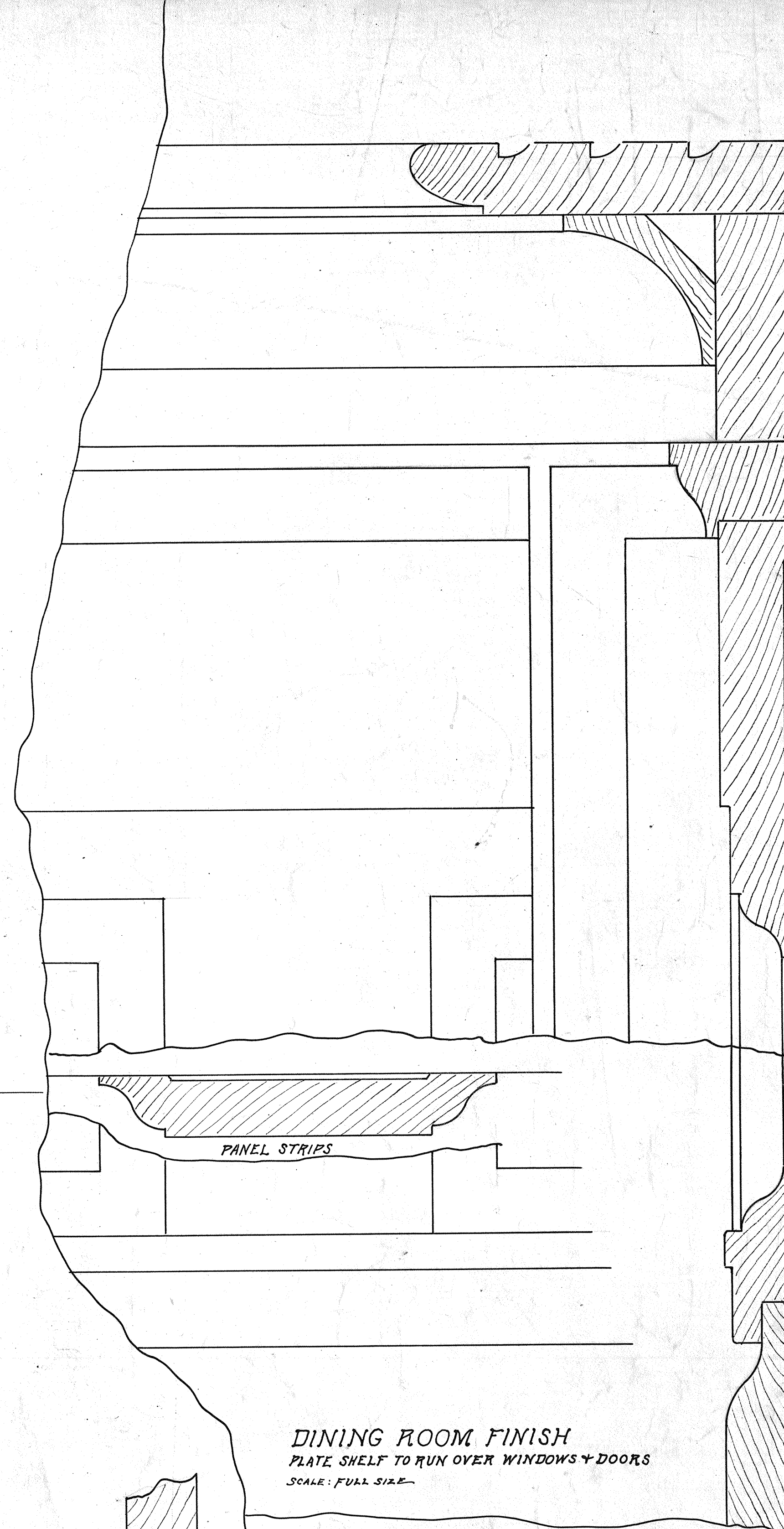
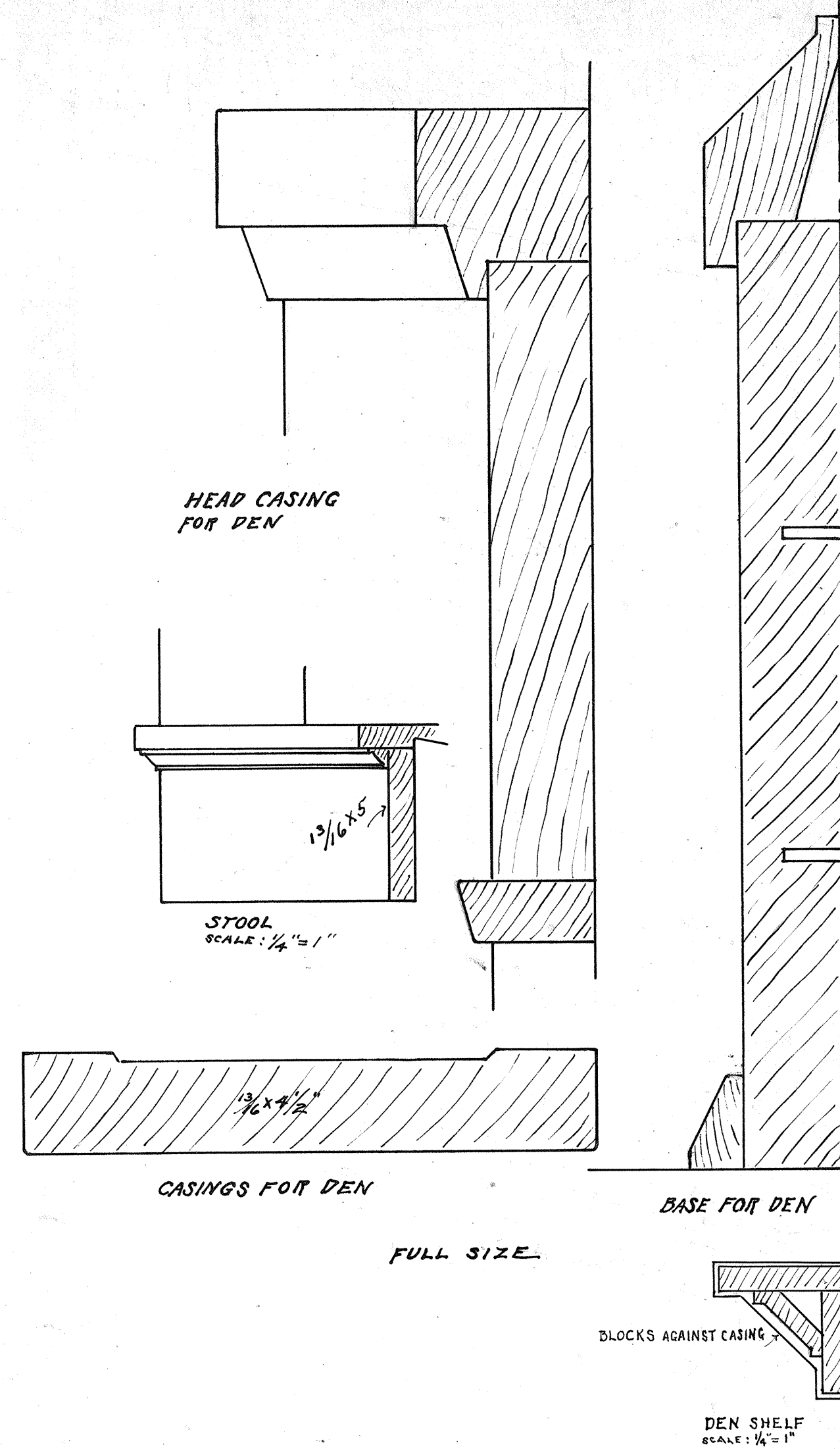


•PANTRY CUPBOARDS TOWARDS KITCHEN

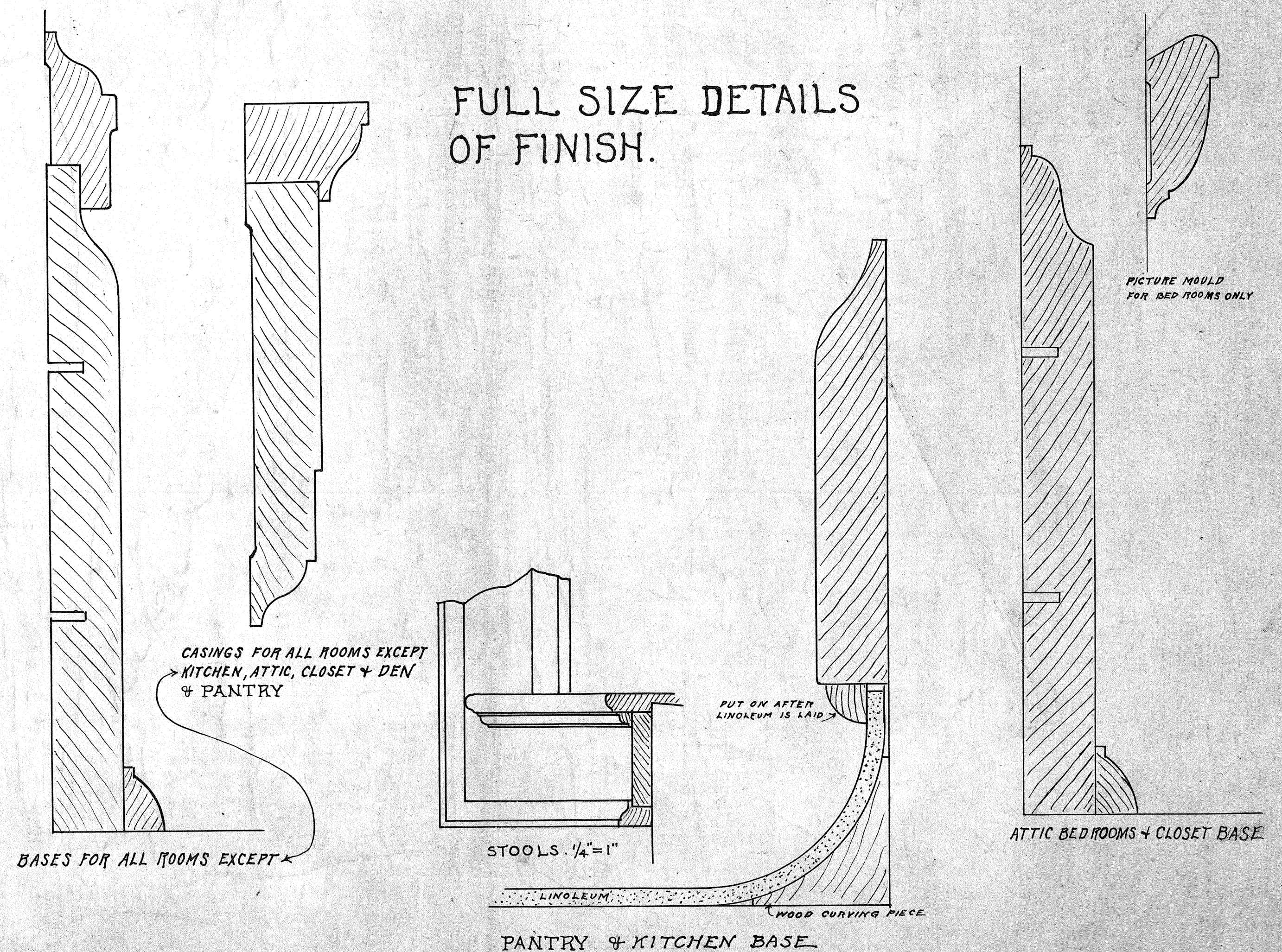
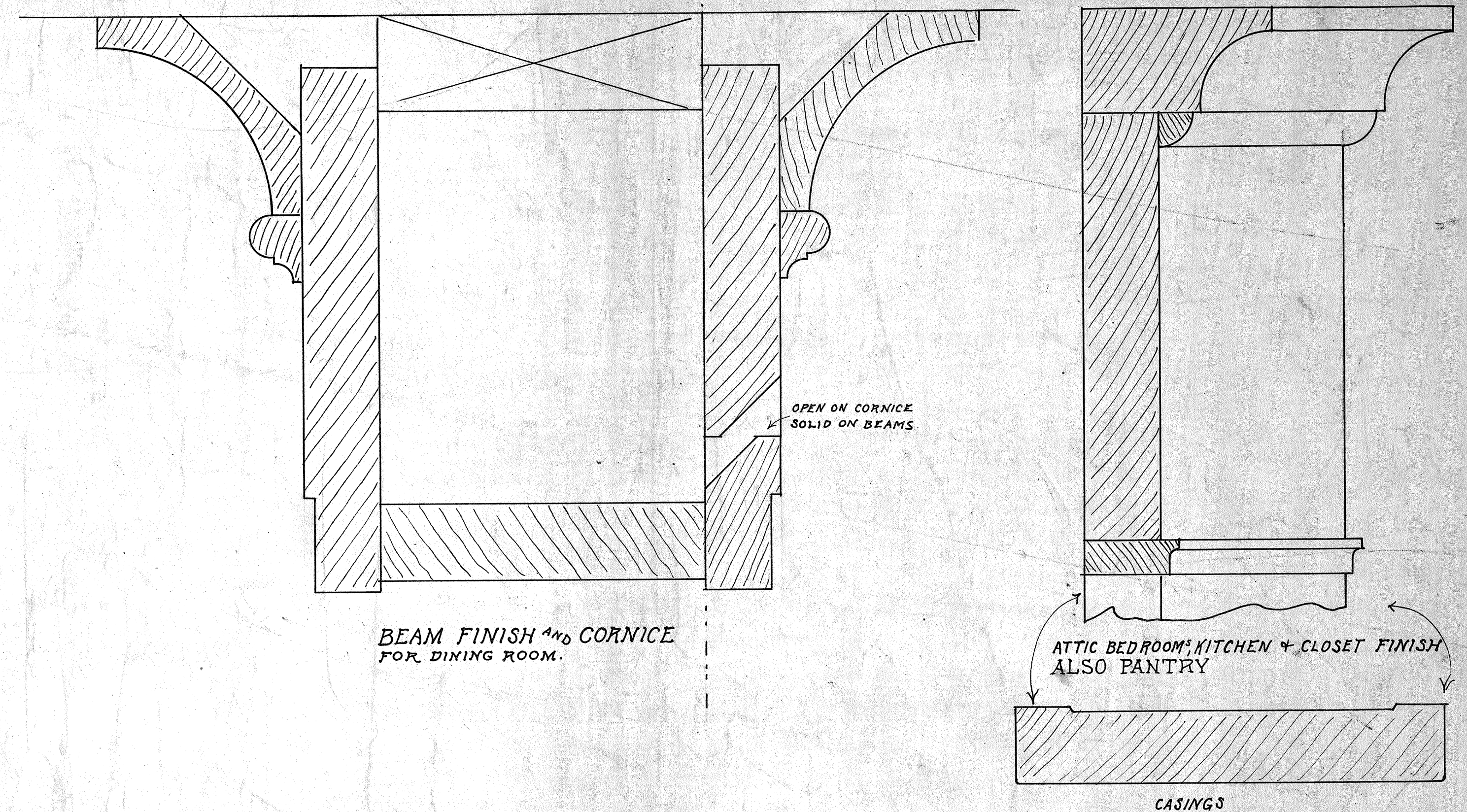
•SCALES 3/4" = 1'-0"

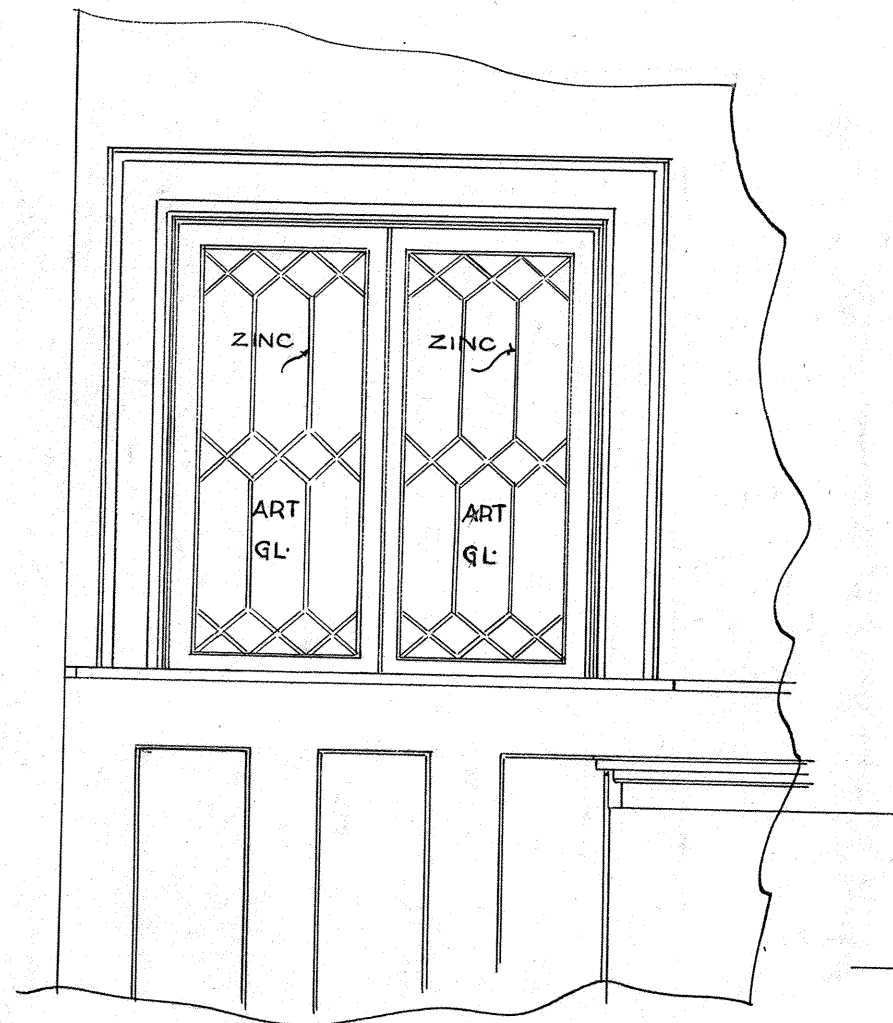
•DETAILS IN RESIDENCE FOR
•MR. HARRY W. FISK GREEN BAY WIS.
•FOELLER & SCHOBEL ARCHITECTS

PLAN NO. 665.
APRIL 19. 1911.

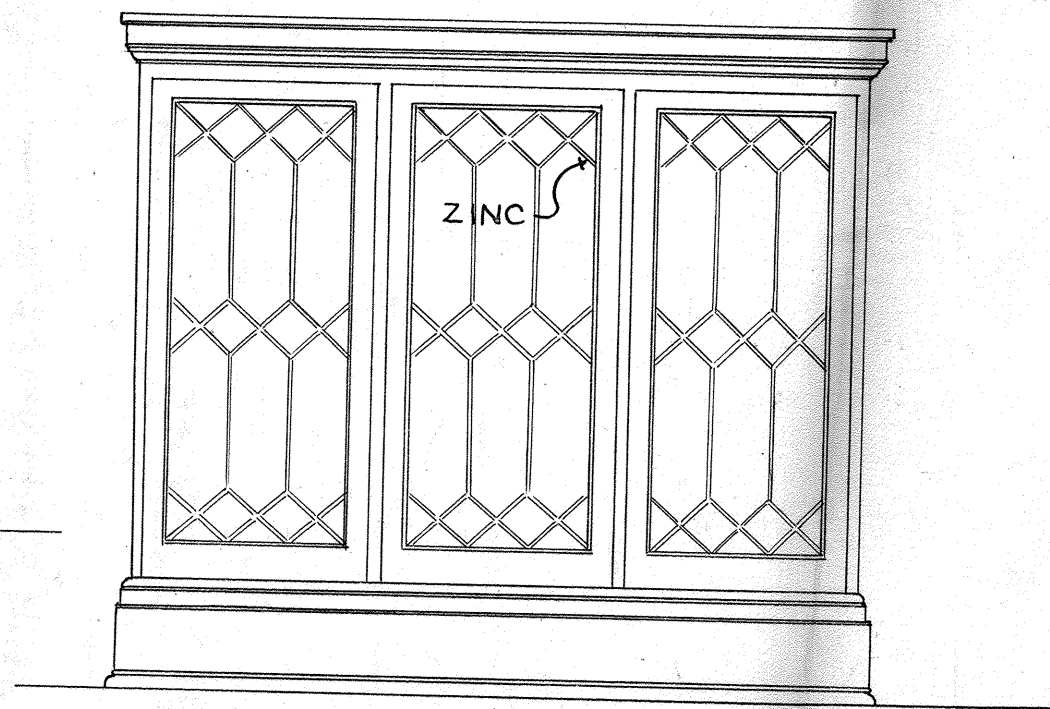


DETAILS FOR A RESIDENCE FOR
MR. HARRY W. FISH, GREEN BAY, WIS.
FOELLER & SCHÖBER, ARCHITECTS.



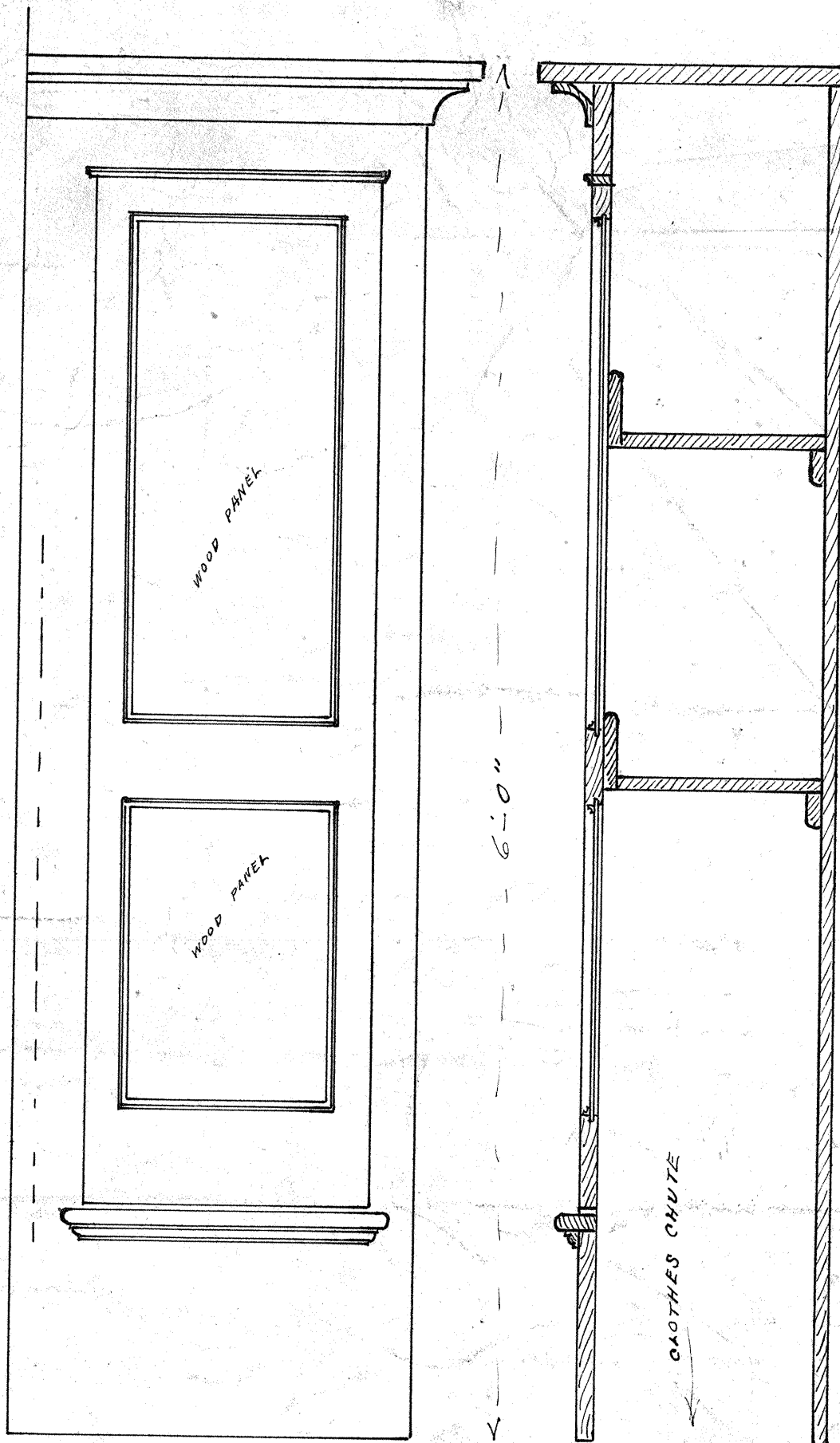


LIV. ROOM CASEMENT WINDOWS.



BOOK-CASE WINDOWS.

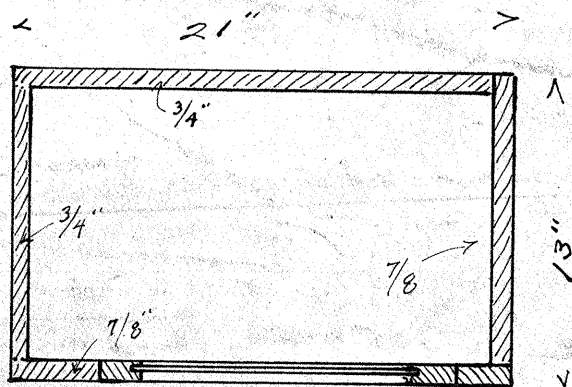
SCALE $\frac{3}{4}'' = 1'-0''$



FRONT

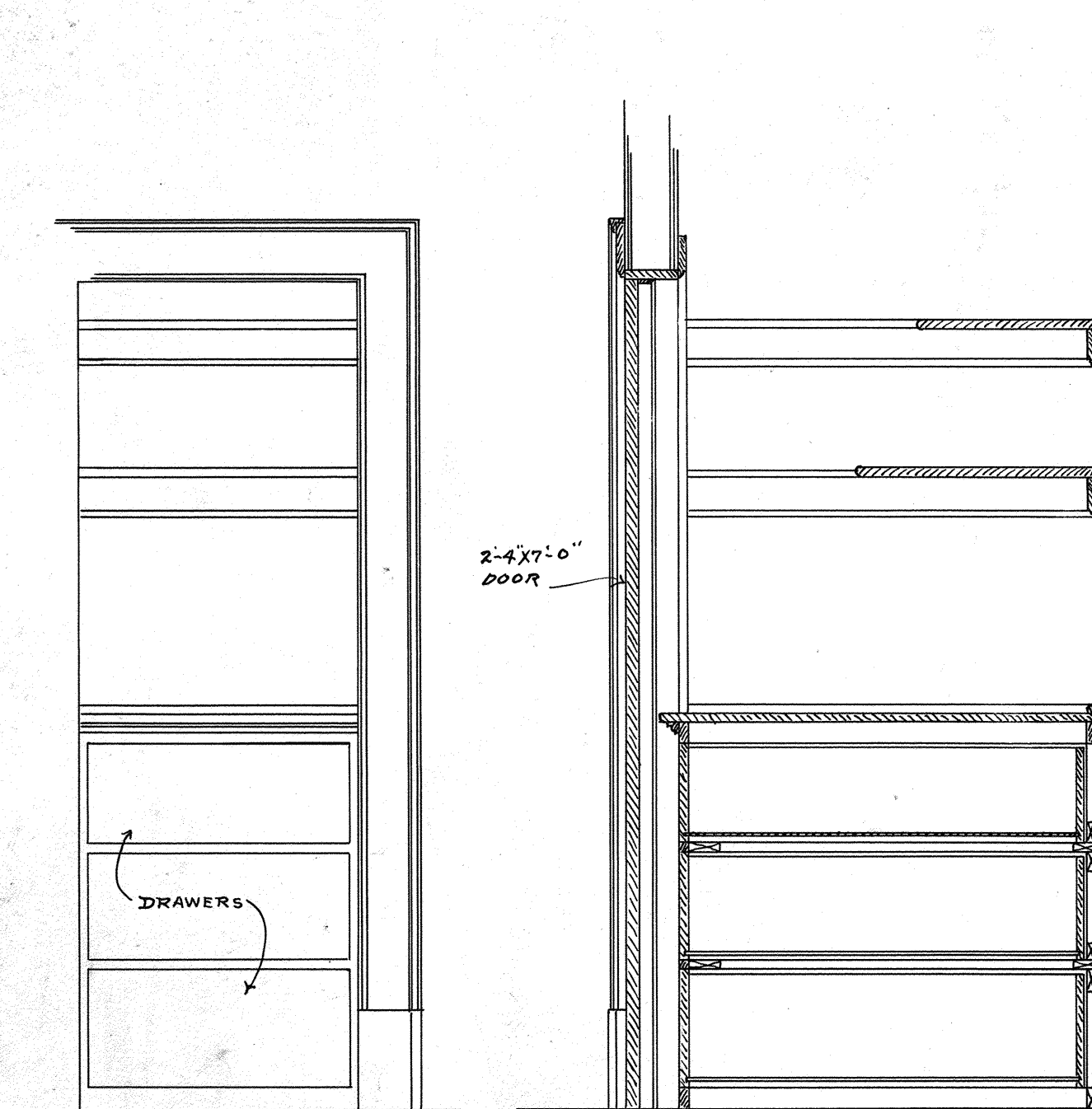
SECTION

SCALE: $\frac{1}{8}" = 1'$ OR $\frac{1}{2}" = 1'-0"$



PLAN

CLOTHES CHUTE AND
TOWEL CLOSET
RES. FOR HARRY FISK



ELEVATION

SECTION

DETAIL OF LINEN CLOSET
SCALE $\frac{3}{4}" = 1'-0"$
HARRY W. FISK RESIDENCE,
FOELLER & SCHÖBER, ARCHITECTS.

1988 NRHP Photo





Before Storm Damage



After Picture; Work done Without COA



Storm Damage Photo 1



Storm Damage Photo 2



**RESOLUTION IN SUPPORT OF OUR
NEW NEIGHBORS FROM AFGHANISTAN**

January 18, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS the people of Afghanistan have suffered the devastating effects of a 20-year war, many of them having provided assistance and support to the United States military during that period; and

WHEREAS 125,000 of our friends from this war-torn nation have been airlifted to the United States, including some to Wisconsin's own Fort McCoy, and 125 who have come to make their homes in Green Bay; and

WHEREAS Green Bay is known the world over for its hospitality, a characteristic native to nearly all great traditions of faith and culture; and

WHEREAS Green Bay has a history of welcoming refugees into our community; in particular, thousands of Hmong and Somali former refugees now resident in this community and have started families and businesses here, making our community stronger and more diverse; and

WHEREAS our new Afghan neighbors are in need of affordable housing, food security, employment, transportation, official documentation, and enrollment of their children in schools; and

WHEREAS some of our new neighbors from Afghanistan struggle with adaptation to cultural norms we often take for granted, such as the English language, and also face emotional challenges stemming from fear for the safety of family left behind and the difficulties of beginning a new life in a new climate with all new neighbors and traditions; and

WHEREAS we, the citizens of Green Bay, are called by our best traditions and instincts to be a welcoming community for all people of good will, and we intend to be that community and meet those obligations;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay welcomes our Afghan friends for resettlement in our community and stands ready to offer assistance toward their successful assimilation into Green Bay and toward their long-term happiness and success.

Adopted _____

Approved _____

Mayor

Clerk



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

January 18, 2022

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # L.1

To amend the draft First Amendment to Development Agreement 2021-01 with Merge, LLC, which includes the dates shifting six months and also accommodating Arndt Street to be completed by May 31, 2024, and to approve as amended.

BACKGROUND

In May 2021, the Redevelopment Authority and Green Bay Common Council approved Development Agreement 2021-01 with Merge, LLC, which will facilitate the redevelopment of the Shipyard North site at 239 Arndt Street, 101 Bridge Street, and 119 Bridge Street (Tax Parcels 3-551, 3-554-A, and 3-556). Merge plans to construct approximately 225 market rate apartments in two four-story buildings with approximately 4,000 square feet of ground floor restaurant or retail space. The City estimates the aggregate assessed property value will be \$21,000,000 when the project is complete.

Due to unforeseen delays in the project timeline, Merge requests an amendment to the Development Agreement which would allow for an additional five to seven months to complete key milestones specified in the agreement. The result of these extensions would allow for a total project completion date no later than May 31, 2026, instead of the previously agreed upon date of December 31, 2025.

Additionally, Merge requests the timing of the reconstruction of Arndt Street be moved up to better accommodate their future residents. Previously, Arndt Street was planned to be reconstructed one year after the certificate of occupancy for Building One, which was expected by December 2023. Merge now requests that Arndt Street be completed by the estimated time of Building One's completion, which is May 31, 2024.

City staff also recommends a specified date (October 31, 2022) be added to the agreement for the transfer of ownership of the property. A specific date was not included in the original agreement.

RECOMMENDATION

To approve the First Amendment to Development Agreement 2021-01 with Merge, LLC

FISCAL IMPACT

The delay in development will have a negative impact on the amount of increment that could be generated by and for the project over the life of the TID. The City will also incur costs sooner for the reconstruction of Arndt Street than previously planned. No change in the formula for distributing the funds generated by the TID has been requested.

ATTACHMENTS

1. DA2021-01 MERGE@THE SHIPYARD EXECUTED
2. First Amendment to Merge Shipyard Development Agreement 20220105



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2021-01
MERGE @ THE SHIPYARD

This Development Agreement is made this 18th day of May, 2021,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and MERGE, LLC, an Iowa limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
3-551	239 Arndt St.	4.67	\$0.00
3-554-A	101 Bridge St.	0.29	\$0.00
3-556	119 Bridge St.	0.70	\$0.00

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately five and sixty-six hundredths acres (5.66) 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. The City and/or RDA and/or Developer shall cause a Certified Survey Map ("CSM") to be prepared, approved, and recorded with the Brown County Register of Deeds, which shall illustrate all new parcels created through the actions of Section III. B. I., and which is herein attached as EXHIBIT C.
- C. Developer intends to complete a Project, which involves the construction of a four (4)-story mixed-use structure with two wings connected on the north side of the building (Building One) with approximately one hundred twenty-nine (129) market-rate rental units and approximately four thousand (4,000) square feet of restaurant and/or retail space; and a separate a four (4)-story residential structure with two wings connected on the west side of the building (Building Two) with approximately ninety-six (96) market-rate rental units; and related improvements. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT D.
- D. As of January 1, 2020, the Property has an aggregate assessed value of zero dollars (\$0.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:
1. Zero dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$24.62);
 2. Zero dollars (\$0.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62; and

3. Zero dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twenty-one million dollars (\$21,000,000.00) which is anticipated to yield approximately:
1. Five hundred five thousand, four hundred seventy dollars (\$505,470.00) in total real estate taxes annually (assessed mill rate of \$24.62);
 2. Five hundred five thousand, four hundred seventy dollars (\$505,470.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62; and
 3. One hundred ninety-eight thousand, six hundred sixty dollars (\$198,660.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).
- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Twenty-Two: The Shipyard ("TID 22" 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 environmental remediation; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the Project will remediate environmental contamination and/or enhance the physical (soil, water, air) landscape, build new structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, build new structures for individuals of all ages and abilities, is located in places easy to reach on foot, bicycle, or transit, expand non-motorized transportation networks, expand our range of residential and commercial real estate products, 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 by the Developer 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 upon receipt of complete and accurate application materials. 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 as part of the City's customary processes.
- 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. "Affiliate" means any entity majority owned or controlled by, in control of, or under common control with Developer, or is a subsidiary of which Developer is a member.
- B. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- C. "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.
- D. "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.
- E. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be zero dollars (\$0.00).

- F. "City" means the City of Green Bay, Brown County, Wisconsin.
- G. "Completion Date" means the substantial completion of both Building One and Building Two, as evidenced by issuance of certificates of occupancy for those buildings.
- H. "Concept Plan" means the plan for the Project.
- I. "Developer" means MERGE, LLC, or any assignee of the same.
- J. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- K. "Plans and Specifications" means the plans and specifications developed for the Project.
- L. "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.
- M. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- N. "Project" means the Project as defined in the Recitals.
- O. "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.
- P. "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.
- Q. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 5.

- R. "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.
- S. "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.
- T. "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.
- U. "TID" means Tax Increment District Number Twenty-Two: The Shipyard ("TID 22" 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 22 in 2019; TID 22 terminates in 2046.
- V. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- W. "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. The Developer's out of pocket costs for any such independent analysis requested by the City or RDA shall be a Qualified Expense reimbursable to the Developer notwithstanding the limitations in Section III.C.2.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. Property Transfer. The City and/or RDA shall convey the Property to the Developer through the following process:
 - a) The City and/or RDA shall contribute the Property to Developer or, upon Developer's request, to Developer's Affiliate, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, in exchange for an interest in transferee with a percentage interest and capital account commensurate with its proportionate value, as agreed by the parties, and shall provide an owner's policy of title insurance at the time of conveyance.
 - b) The City and/or RDA shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C), which shall include:
 - (I) The creation of a new right-of-way and/or City and/or RDA-owned parcel that extends fifty (50) feet in width from the existing eastern Fox River

shoreline of 101 Bridge Street, 119 Bridge Street, and 239 Arndt Street (Tax Parcels 3-554-A, 3-556, 3-551) and the existing southern Fox River shoreline of the 239 Arndt Street (Tax Parcel 3-551); and

(II) The creation of a new right-of-way and/or City and/or RDA-owned parcel, south of the existing Arndt Street right-of-way, which extends fifty (50) feet from the western boundary of 239 Arndt Street (Tax Parcel 3-551) to the eastern terminus of the existing Arndt Street right of way; and

(III) The City and/or RDA will, as required, grant the Developer easements to permit the construction, operation, and maintenance of a permanent patio, landscaping, berms and/or retaining walls as required by federal, state, and local floodplain regulations within the new right-of-way and/or City and/or RDA-owned parcel(s) described above in (I) and (II).

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

d) The RDA shall have a right to put its interest in the Developer or, upon Developer's request, to Developer's Affiliate, (as referenced in section III.B.1.a)) to an Affiliate of Developer (as specified by Developer) for the purchase price of \$1,000 at any time after the aggregate assessed value of the Property is equal to or greater than \$18,750,000.

e)

2. Public Improvements. Prior to the dates or timelines specified below, the City and/or RDA shall, at their expense, complete the following Public Improvements in accordance with all applicable codes and ordinances:

a) Arndt Street. One year after the date a certificate of occupancy is issued for Building One, appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users, in compliance with current industry standards. The RDA and/or City shall take steps in accordance with all applicable codes and ordinances to rename the segment of Arndt Street east of Broadway to a new name agreeable to the parties.

b) Bridge Street. One year after the date a certificate of occupancy is issued for Building Two, appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable, and contiguous pedestrian accommodations on Bridge Street between Broadway and the Fox River, in compliance with current industry standards.

c) The Shipyard. The City and/or RDA shall construct a signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property, in accordance with all applicable codes and ordinances, which includes the following phases and timelines:

- (I) Phase I - December 1, 2022. A multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip (cove); a floating dock for transient boaters; and an accessible kayak launch.
 - (II) Phase 2 – One year after a certificate of occupancy is issued for Building One. A great lawn for concerts, festivals, and other events; a dog park; an urban beach, playground, play fountain or splash pad, and/or similar amenities.
 - (III) Phase 3 – One year after a certificate of occupancy is issued for Building Two. A commercial plaza with permanent and/or seasonal structures for food, beverage, retail, and recreation.
- d) Environmental Remediation: The City and/or RDA shall submit and obtain a post closure modification request in accordance with requirements of the Wisconsin Department of Natural Resources (herein “WDNR”) which allows for modification of the existing cap. The City will take necessary action to provide a site that has obtained WDNR closure with continuing obligations. The City and/or RDA will utilize City’s environmental consultant (currently Stantec) to perform this work. Any further work warranted by the WDNR during site development, such as WDNR approvals, excavation and proper disposal of residual contamination, cap replacement, and installation of a vapor mitigation system, and associated costs is the responsibility of the Developer.
3. Off-Street Public Parking. In the event the City constructs off-street public parking improvements on properties located at 401 S. Broadway (Tax Parcel 3-568), 511-513 S. Broadway (Tax Parcel 2-949-A), 515 S. Broadway (Tax Parcel 2-70), 517 S. Broadway (Tax Parcel 2-71) and S. Broadway (Tax Parcel 3-568-1), the City will make parking available to the Developer on an as-available basis, for as long as such property remains undeveloped.
4. PAYGo Reimbursement. The City shall provide a TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
- a) The Developer guarantees that the Property shall have a minimum aggregate assessed value of fifteen million dollars (\$15,000,000.00) on or before January 1, 2026.
 - 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) Provided the aggregate assessed Property value meets or exceeds eighteen million, seven hundred fifty thousand dollars (\$18,750,000.00) on or before January 1, 2026, the City shall make available seventy percent (70%) of the remaining TIF Increment

to the Developer until all Qualified Expenditures have been repaid. Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds fifteen million dollars (\$15,000,000.00). In the event the aggregate assessed Property value is between fifteen million dollars (\$15,000,000.00) and eighteen million seven hundred fifty thousand (\$18,750,000.00) on or before January 1, 2026, the City shall prorate the remaining TIF Increment available to the Developer, based on a percentage of fifty-six percent (56%) for an amount equal to fifteen million dollars (\$15,000,000.00), and seventy percent (70%) for an amount equal to eighteen million seven hundred fifty thousand (\$18,750,000.00). For example, if the aggregate assessed Property value is sixteen million eight hundred seventy-five thousand dollars (\$16,875,000.00) on January 1, 2026, the City shall make available sixty-three percent (63%) of the remaining TIF Increment to Developer.

- f) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo reimbursement would first be payable in 2025.
 - g) The City shall take all actions necessary to continue the existence of the TID in good standing through its current 2046 termination date.
 - h) Upon the request of the Developer or an assignee of the Developer's payment rights hereunder, the City or RDA shall provide a written certification of facts regarding the current amount due to the Developer or assignee pursuant to Section III.B.4, the current Available TIF Increment, and a confirmation of the person or location to which the City will make payments.
 - i) The PAYGo Reimbursement shall be available to Developer unless and until Developer challenges any of its real or personal property taxes for the Project below twenty-two million dollars (\$22,000,000.00).
5. Qualified Expenditures. The TIF Incentive available to Developer under this Agreement shall be disbursed in the following priority, and only fund:
- a) Public Improvements, as defined in Section II. P., 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.
6. 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. Notwithstanding the foregoing, Developer may sell or assign its payment rights hereunder to any party without the consent of the City or the RDA following the Completion Date, provided that the Developer provides the RDA and the City with timely written notice and a copy of such fully executed sale or assignment instrument.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed seventy percent (70%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. Subject to Section III.A., the City shall not be obligated to pay TIF Incentive in excess of the lesser of seven million five hundred thousand dollars (\$7,500,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

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

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to July 1, 2021, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:

1. The new boundaries of the Property as described in Section III. B. 1.; and
2. The approximate location of any Future Projects proposed on the Property.

- B. Construction Documents. Prior to February 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 June 1, 2022, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than twenty million dollars (\$25,000,000) in "hard" construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would materially impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan or not be consistent with adopted plans or applicable zoning districts for the area. 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 June 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 costs for the Project. 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 June 1, 2022, Developer shall have delivered proof reasonably satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. The City and/or RDA shall transfer all of the parcels comprising the Property and all of the necessary rights of way required for the Project in accordance with Section III. B. 1. herein. Each of the City, RDA and Developer shall provide copies of deeds and such other closing documents as requested by the other party regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Certified Survey Map. The City and/or RDA shall prepare and obtain approvals for a CSM in accordance with Section III. B. 1. herein.
- 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 Building One of the Project by December 31, 2023, and thereafter design and complete Building Two by December 31, 2025. 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, transfer of the Property as described in Section IV.H. and/or issuance of a building permit and all other permits or licenses required to commence construction, provided the Public Improvements described in Section III.B.2. are substantially

completed by the City by the dates set forth herein. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after the Completion Date.

- L. Reports and Information. During the period before the commencement of construction, Developer shall, upon request, 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, prior to the Completion Date, submit a copy of annual, unaudited financial statements for Developer.
- M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted as hard copies shall be submitted in triplicate if so requested by the City or RDA. Documents may also be submitted electronically.
- N. Maintenance and Repair. Developer shall at all times following conveyance of the Property as described in Section 4.H., keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe and clean 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 to a party other than an Affiliate before termination of this Agreement, the 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. Upon notice to the City and RDA, Developer may assign all rights and obligations under this Agreement only to an Affiliate to own, manage and operate the Property. 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, its Affiliates, and/or its assignees or transferees, as applicable shall grant to the City such easements over the Property as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement, provided that the parties agree to work together in granting easements so that all such easements do not materially adversely affect the value or functionality of the Project.
- Q. Environmental.
 - 1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before acquiring the Property, 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 compliance with all Environmental Laws. Developer, City and RDA shall all share with each other copies of all environmental

reports pertaining to the Property no later than ten (10) days after receiving the same, which each party may have or obtain.

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 occurring during the Developer's period of ownership of 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.

Notwithstanding any of the foregoing, Developer shall not have any obligation under this Section if the loss, damage, claim, fine, penalty, assessment, liability or other charge or claim results from the direct or indirect actions of the City or RDA or arises from conditions present or events occurring prior to the Developer's acquisition of the Property.

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 applicable 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 until the Completion Date, 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 and subject to any requirements of a mortgage on the Property or Project, 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 Iowa indicating Developer's existence and good standing, and statement of qualification to do business in the State of Wisconsin.
- 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. The Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue. The City and RDA represent that as of the date of this Agreement, each has taken all of the actions required by the Wisconsin Department of Revenue in with regarding to the TID, is aware of no issues which could affect the good standing of the TID with the Wisconsin Department of Revenue, and no major changes to the TID which could affect its good standing are anticipated.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall remain in effect and in good standing as 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.

- C. City/RDA Approvals. The City, the RDA or other applicable governmental bodies have provided all approvals contemplated by Sections IV.A. through IV.E. hereof,

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, by the Developer 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 that would adversely affect the ability of the Developer to perform its obligations hereunder.
- C. Compliance with Zoning. The Project will 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 prior to the Completion Date, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, 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 prior to the Completion Date, 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 Iowa, is duly qualified to conduct business in 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, the development company, and all principals of the development company 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, to the knowledge of the officer of the Developer signing this Agreement, upon a due diligence evaluation, 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. To the knowledge of the officer of the Developer signing this Agreement upon a due diligence evaluation, 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 at all times during its period of ownership of the Project.
- 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 that, if successful, would reduce the aggregate assessed value of the Property to less than \$22,000,000.

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 thirty (30) days after invoice 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 thereafter diligently and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default;
 - 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect when made;

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. Prior to the Completion Date, the Developer or any guarantor of the obligations of Developer 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 one hundred eighty (180) 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 owed to the City or RDA at the rate of eight percent (8%) 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. Except for Event of Defaults caused by the failure to make payments to the Developer, if the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages

asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.

- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
 - 1. All Qualified Expenditures have been repaid in full by Tax Increment;
 - 2. The City closes and terminates the TID;
 - 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 - 4. This Agreement is terminated because of an Event of Default; or
 - 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate upon the earliest of:
 - 1. The year in which the TIF Incentive equals the lesser of seven million five hundred thousand dollars (\$7,500,000.00)(plus costs of any independent analysis as provided in Section III.A.) or the total amount of Qualified Expenses incurred and paid by Developer as indicated by the Tax Incentive Cap in Section III. C. 2.;
 - 2. Twenty-two (22) years after the date of execution of this Agreement, which is 2042.
- C. Survival of Certain Provisions. Sections III. B. I. d), IV.J., IV.O.2., IV. Q.2., IV. S, V.A., V.B., V.C.,V.D., V.E., VII.E., VII.G., VII.L., VIII.A., VIII. B., VIII.C., VIII. D., VIII. E., VIII. F., X.B., X.C., X.G., X. J., X.N., 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. Except as provided below, prior to the Completion Date, Developer may not assign its rights or obligations under this Agreement without the express prior written consent of the City and RDA (other than to an Affiliate or Affiliates). 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. Notwithstanding the foregoing:

- a) **Permitted Assignment:** Developer may assign all of its rights and obligations with respect to a portion of the Property to one or more Affiliates, without prior approval of the City or RDA, so long as the proposed Affiliate assignee (i) agrees in writing to assume all of Developer's rights and obligations under this Agreement with respect to the portion of the Property transferred to the Affiliate, (ii) the Developer conveys all or a portion of the Property to the Affiliate assignee, (iii) the Developer provides the RDA and the City with timely written notice and a copy of such fully executed assignment and assumption agreement, and (iv) Developer directly or indirectly manages the Affiliate assignee.
 - b) **Collateral Assignment of Development Agreement.** Developer may assign its rights and obligations under this Agreement with respect to all or a portion of the Property to a lender or lenders, solely for the purposes of providing collateral security for a loan issued to Developer for the purposes of the construction and development of the Project or any portion thereof. Any such assignment shall become effective only following an event of default by Developer under the terms of the loan. No such assignment shall relieve Developer of any of its obligations hereunder.
 - c) **Transfers of Equity Interests.** Nothing herein shall prevent, and RDA and City consent shall not be required for, the transfer of equity interests in Developer or in any direct or indirect owner thereof, any portion thereof among family members, or trusts for the benefit of family members for estate planning purposes.
- 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, pandemics, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials or labor, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds one hundred and eighty (180) days from the date the event occurred.

- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to July 1, 2021, any and all approvals granted pursuant hereto or in conjunction herein by the City and/or RDA 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)
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301
 e-mail: Clerkinquiries@greenbaywi.gov

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301
 e-mail: Neil.Stechschulte@greenbaywi.gov

To the Developer: MERGE, LLC
 Attention: Brent Dahlstrom, Principal

604 Clay Street
Cedar Falls, IA 50613
e-mail: brent@mergeurbandevelopment.com

With a copy to: Squire Patton Boggs (US) LLP
Attention: Steven F. Mount
41 South High Street, Suite 2000
Columbus, OH 43215
e-mail: steven.mount@squirepb.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. Following termination of this Development Agreement and upon the request of an owner of any portion of the Property, the City and the RDA shall execute and record a memorandum indicating that this Development Agreement has been terminated and this Development Agreement no longer runs with the land nor binds owners of the Property (other than the Developer).
- 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. The Developer warrants and represents that there will not be any mortgage or any other lien against the Property created by the Developer 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) ; provided, however, that upon request of the Developer, the City and RDA shall execute such subordinations of this Development Agreement as may be reasonably required by a mortgagee providing financing for the Project.

- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 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:
MERGE, LLC**

By:



Brent Dahlstrom, manager
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 Iowa) SS
COUNTY OF BROWN-)
 Black Hawk

Personally came before me this 1st day of June 2020, the above named Brent Dahlstrom, a member of MERGE, LLC, an Iowa limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.




* Jill Kraayenbrink

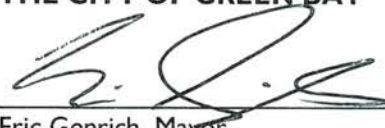
Notary Public, Black Hawk County, Wisconsin- Iowa
My Commission Expires July 29, 2021

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
MERGE, LLC

THE CITY OF GREEN BAY

By:


Eric Genrich, Mayor

By:


Celestine Jeffreys, Clerk

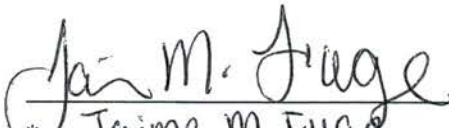
ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS

COUNTY OF BROWN)

Personally came before me this 10 day of June 2021, the above named
Mayor Eric Genrich and Clerk Celestine Jeffreys 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.


* Jaime M. Fuge
Notary Public, Brown County, Wisconsin
My Commission Expires May 25, 2025

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
MERGE, LLC

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

By:

Gary J. Delveaux
Gary J. Delveaux, Chair

Attest:

Neil Stechschulte
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 14th day of June 2020, the above named
Gary J. Delveaux and Neil Stechschulte, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

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

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

EXHIBIT A
Property Map

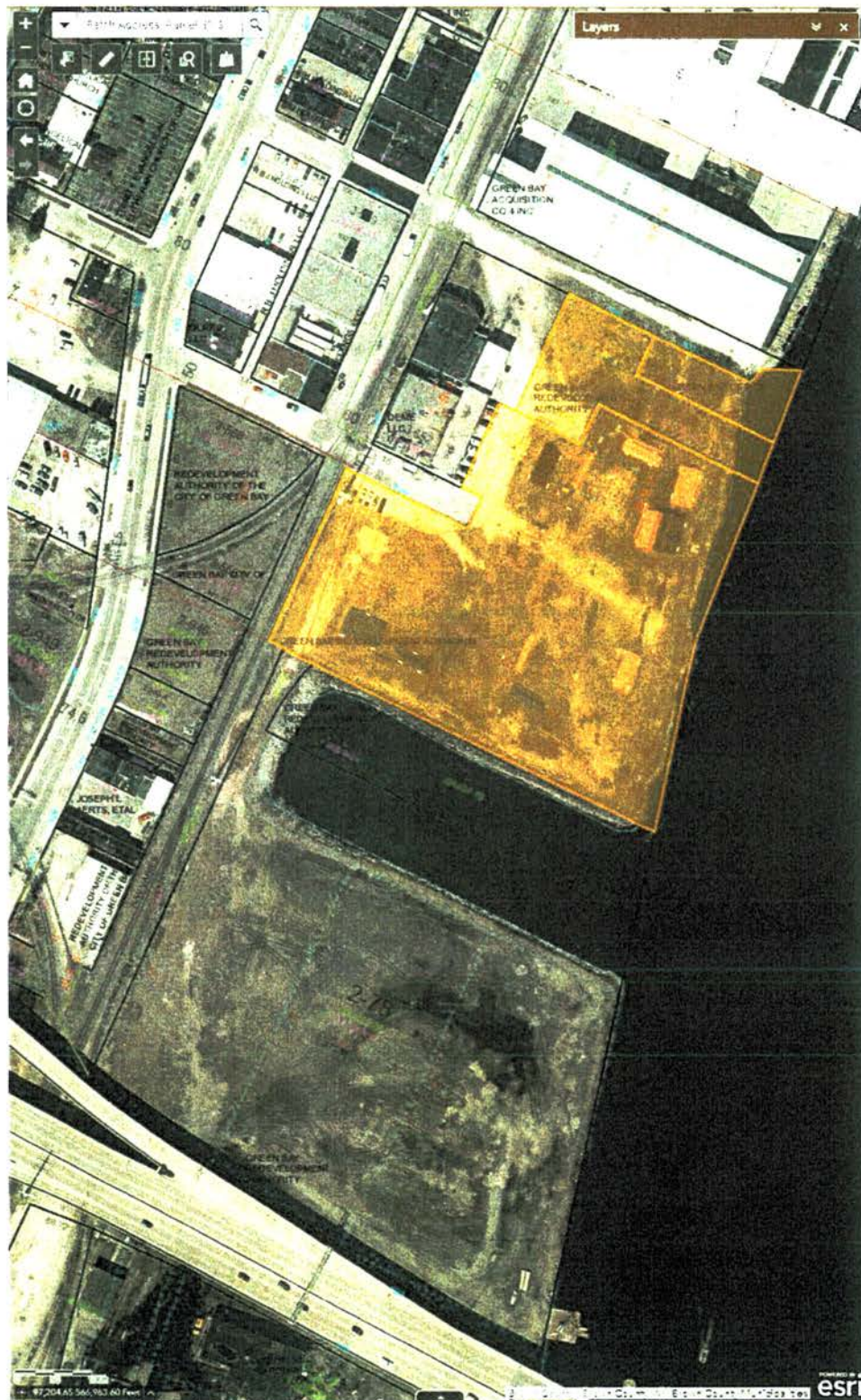


EXHIBIT B
Legal Description

239 Arndt Street – Tax Parcel 3-551

Block 1, Arndt's Addition to Fort Howard, now part of the City of Green Bay and that part of the unsurveyed part of Private Claim No. 2, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at a point where the Northerly line of the surveyed part of Private Claim No. 2 West intersects the Westerly line of Pearl Street extended which point is located 248.3 feet Southerly along said Westerly line of Pearl Street from the Southerly line of Arndt Street; thence North 24° 42' 39" East along the Westerly line of Pearl Street extended 248.3 feet to the Northeast corner of Block 5, Arndt's First Addition to Fort Howard; thence South 64° 6' 21" East along the Southerly line of Arndt Street 573.01 feet more or less to the West government dock line Fox River; thence South 12° 35' 14" West along said government dock line 255.1 feet to the Northerly line of the surveyed part of said Private Claim No. 2 West; thence North 64° 6' 21" West along said Northerly line of the surveyed part of Private Claim No. 2 West 627.34 feet to the point of beginning; EXCEPT that part thereof that lies West of the center line of Pearl Street produced Southerly.

Lots 1 and 2, including the East ½ of Water Street vacated, Block 2, Arndt's Addition to Fort Howard now a part of the City of Green Bay.

Lot 3, Block 2 Arndt's Addition to Fort Howard now a part of the City of Green Bay, except the part thereof described in Volume 241 Deeds, page 234.

The vacated portion of Arndt Street extending Easterly from the Easterly line of Water Street (vacated) to the Fox River.

EXCEPTING THEREFROM:

- (a) The 20 foot main line right of way of the (former) C&NW RR Co., described at 4 Deeds 462.
- (b) The side track easement of the (former) C&NW RR Co., described at 90 Deeds 167

101 Bridge Street – Tax Parcel 3-554-A

That part of Lot Five (5), Block Two (2), according to the recorded Plat of Arndt's First Addition to the City of Fort Howard, now a part of the City of Green Bay, West side of Fox River, Brown County, Wisconsin, bounded on the West by a line 280 feet Easterly from and parallel to the Easterly line of Pearl Street and bounded on the East by the channel bank of Fox River, on the North by the Southerly line of Bridge Street, and on the South by the Southerly line of said Lot 5, Block 2, Arndt's First Addition.

119 Bridge Street – Tax Parcel 3-556

Part of Lots 3, 4 and 5, Block 2, Arndt's First Addition to Fort Howard, in the City of Green Bay, Brown County, Wisconsin, described as follows:

All that part of Lot 3, Block 2, lying Westerly of the West line of the premises conveyed to Fort Howard Paper Company as described in Jacket 38 Image 34, also the East 5 feet of vacated Water Street lying between the North and South lines of said Lot 3, Block 2, extended Westerly.

All that part of Lot 4 Block 2, lying between the East line of vacated Water Street and the Channel Bank of Fox River.

The Westerly 120 feet of Lot 5, Block 2; the easterly 5 feet of vacated Water Street lying between the North line of the aforesaid Lot 5 and the South line of the aforesaid Lot 4, Block 2 extended westerly.

EXHIBIT C
Certified Survey Map ("CSM")

[to be inserted]

EXHIBIT D
Preliminary Concept Plan

PULLBACK

PROJECT DATA

FACTS // What do we know? What is given?

239 Arndt Street / 119 Bridge Street
 Existing site condition is a vacant industrial site of 233,784 SQ FT (5.367 acres).
 Zoning: D2 Downtown Two
 Max ground floor area: 40,000 SF
 FAR: Min. 1; Max 8 (no setbacks required)
 Max Height: None
 Located in "On Broadway" Business Improvement District.
 Raised site with fill to be out of floodplain - no underground parking.
 Walk Score: 67 (city average: 41) Bike Score 87!
 2015 IBC and Wisconsin State Amendments
 Reference Green Bay 2014 Downtown Plan "AuthentiCity" and "State of Downtown Report"

GOALS // What do we want to achieve + why?

Transform this end of the city.
 Create a dense walkable residential development that maximizes use of limited downtown waterfront.
 Maximize units with views of the Fox River and the Shipyard park
 Restaurant facing the urban edge to add additional vibrancy and attract people to the site.
 Create an anchor to the south end of the Broadway District that supports the vibrant district culture while also spurring further development on S. Broadway, "starting a domino effect".
 Architecture should be authentically of Green Bay and the Broadway district.

"materials reflecting the district's history or the formation of the community encourage people to think about Green Bay and the district, or maybe even instill a sense of wonder about the community's story" Streetscape TV Report

CONCEPTS // How can we achieve the goals?

Incorporate massing of adjacent industrial buildings and elevate the context.
 Building orientation and geometry to maximize views toward river and Shipyard park.
 Incorporate attractive landscaping and lighting to extend park feeling from Shipyard Park to Riverwalk.
 Juxtapose intentional elements from historic industrial context.

"equally important to scale is detail—a Broadway district experience relates strongly to the sense of its relationship to the river, industry and the craft felt in its buildings." Streetscape TV Report

NEEDS // What quantity + quality is required?

Retail at restaurant: 14' clear height, 4000 SF.
 Half-level covered parking at building with restaurant. All other ground floor to be walk ups.
 225 Total Units
 Micros - 20% (450 SF)
 Studios - 20% (500 SF)
 1 BD - 20% (650 SF)
 1+ BD - 20% (700 SF)
 2BD - 20% (900 SF)
 Provide amenities including courtyard, patio terrace space, private balconies, kayak and fishing storage.
 Support pedestrian-friendly designs such as outdoor seating, outdoor gathering areas, active commercial corner, and public or quasi-public spaces.

Green Bay Shipyard

Merge Urban Development Group

PROJECT STAKEHOLDERS

Joy Hannemann
 Brent Dahlstrom
 Jon Tiaber
 On Broadway
 City of Green Bay

CORE PURPOSE

Create attainable housing options in a walkable urban setting that uses this site to its full potential.
 Connect and respond to the adjacent Shipyard Park
 To build a lasting relationship with the City of Green Bay for future development.

CHARACTER + FEEL

Blend the industrial fabric of the Green Bay waterfront with a new building that is contextually sensitive yet contemporary and exciting.
 Embrace Green Bay's appreciation of art, the flourishing culinary scene, its industrial roots and its emerging high-tech workforce.
 Support and expand on the active and recreational activities of the adjacent Shipyard park.

END USER DESCRIPTION

Young professionals, working class people, and empty nesters will be drawn to the attractive housing adjacent to the Shipyard Park, with views of the river and park-like setting.
 Abundant day lighting, sustainable and natural materials, and smart design will be attractive features that will drive demand for these urban residential units.

PULLBACK

PROJECT DRIVERS

**SERVE // SPACES FOCUSED
ON LIFE OF PEOPLE + PLACE**

PEOPLE // Multiplicity

The quality or state of being multiple or various

The Broadway district is a culturally rich district that is diverse in its racial, ethic, and economic makeup. The bulk of people coming into the district are young singles and couples.

The community contains a strong art and culinary scene. Broadway is home to Green Bay's most dense collection of public art.

Designed to serve both blue collar and high tech work force.

PLACE // Anchor

Reliable. something that serves to hold firmly

The adjacent Shipyard Park development will create a tourism and recreation destination at the south end of the Broadway District. Dense residential development will activate the new park and enliven the waterfront, which will spur further development on the south end of the district.

Project site is situated between juxtaposed places of work (active shipyard and riverfront) and play (large shipyard park)

**MAKE SENSE // QUALITY EXECUTION
SHAPED BY REGIONALISM + ENDURANCE**

REGIONALISM // Form

The essential nature of a thing

Building forms and materials inspired by a history of industrial, ship building, and paper making structures, detailed in a contemporary way, to create a modern interpretation of the old buildings that formerly lined the Fox River.

The dominant feature of the site is the Fox River. Amenities should allow people to view and interact with it in various ways, during each season.

Pedestrian focused experience to promote activity and interaction with the various community activities that take place year round.

ENDURANCE // Hardy

Bold, Brave, capable of withstanding adverse conditions

Industrial quality, durability, and timelessness will be referenced in the architecture

Incorporate solar panels to offset energy cost of common areas and shared amenity area.

As the project site is raised up & out of the flood plain, it should not disconnect itself from accessing the riverfront.

Materials and detailing should create a hybrid character of the industrial past and the high-tech future.

**MEAN IT // HOLISTIC CONCEPTS
DEVELOPED WITH CLARITY + OPTIMISM**

CLARITY // Shipyard

a yard, place, or enclosure where ships are built or repaired

Incorporate clean lines and bold features that are prevalent throughout midwest industrial architecture

Allow the architecture to direct the flow of pedestrians' views and movement as they are they spill out to the riverfront.

Use building and landscaping to shape and promote the pedestrian experience as a hub of community.

OPTIMISM // Recreation

Refreshment of strength and spirits after work

This development should not add additional burden to the lives of its users. The architecture and site should create areas of play and rest that reinvigorate the lives of its users

Provide different scales of dynamic spaces to create an active and peaceful environment that engages with the river.

Green Bay Shipyard

Merge Urban Development

+ DRIVERS // INCREASING SPECIFICITY

+DRIVER 1 // Urban Flow

The architecture shapes the movement & views that spill out onto the Fox River and the surrounding city

+DRIVER 2 // Hybrid History

Mixed character of the site's industrial and shipping past with its high-tech future

+DRIVER 3 // Revitalization by Recreation

The adjacent Shipyard Park will create a tourism and recreation destination at the south end of the Broadway corridor. Dense residential development will activate the new park and enliven the waterfront.

ONISHOT
ARCHITECTURE



MERGE
URBAN DEVELOPMENT GROUP

GREEN BAY SHIPYARD MIXED-USE // 2020.03.06

GREEN BAY SHIPYARD

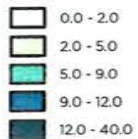
SOCIOECONOMIC BENCHMARKS

People Per Canvas Block Area



- Project Parcel Location
- Project Study Area

People Per Canvas Block Area (Acre)
People per Acre

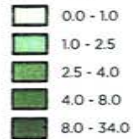


Dwelling Units Per Canvas Block Area



- Project Parcel Location
- Project Study Area

Dwelling Units Per Canvas Block Area (Acre)
Dwelling Units per Acre



Employment Units Per Canvas Block Area



- Project Parcel Location
- Project Study Area

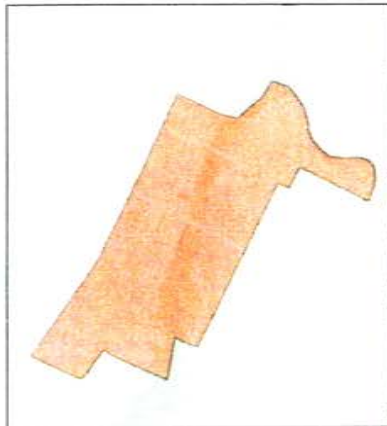
Employment Per Canvas Block Area (Acre)
Employment per Acre



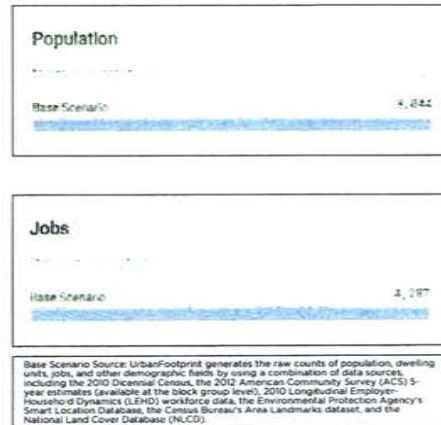
GREEN BAY SHIPYARD

SOCIOECONOMIC BENCHMARKS

Green Bay Shipyard Study Area Map



Green Bay Shipyard Study Area Data

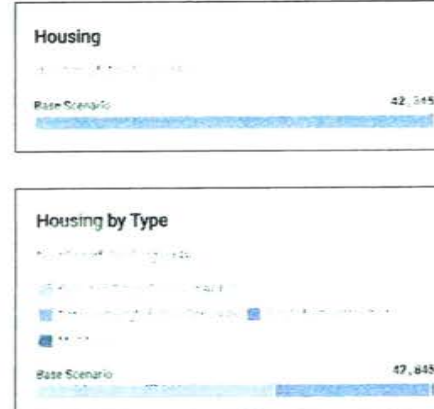
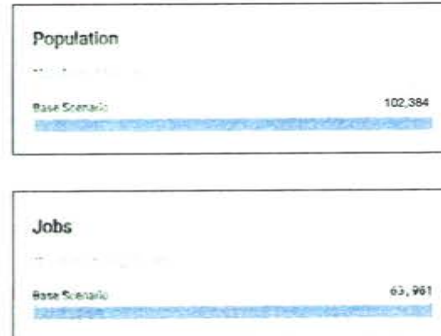


Green Bay City Jurisdiction Map



Secondary Source:
https://factfinder.census.gov/servlet/data/municipalities?_lang=en
https://censusreporter.org/profiles/42000US5500000800-census-tract-8-brown-wi/

Green Bay City Jurisdiction Data



REGIONALISM

EXISTING CONTEXT

- PROJECT SITE
- PARKS
- 1/2 MILE RADIUS
OR 5 MINUTE WALK
- PUBLIC EVENT SPACE
- BICYCLE TRANSPORTATION**
- BICYCLE LANES
- PROPOSED BICYCLE LANES
- FOX RIVER TRAIL
- PEDESTRAIN PATHS**
- RIVERWALK
- POTENTIAL RIVERWALK
EXPANSION
- FUTURE HUBBARD
STREET PROMANADE

POINTS OF INTEREST

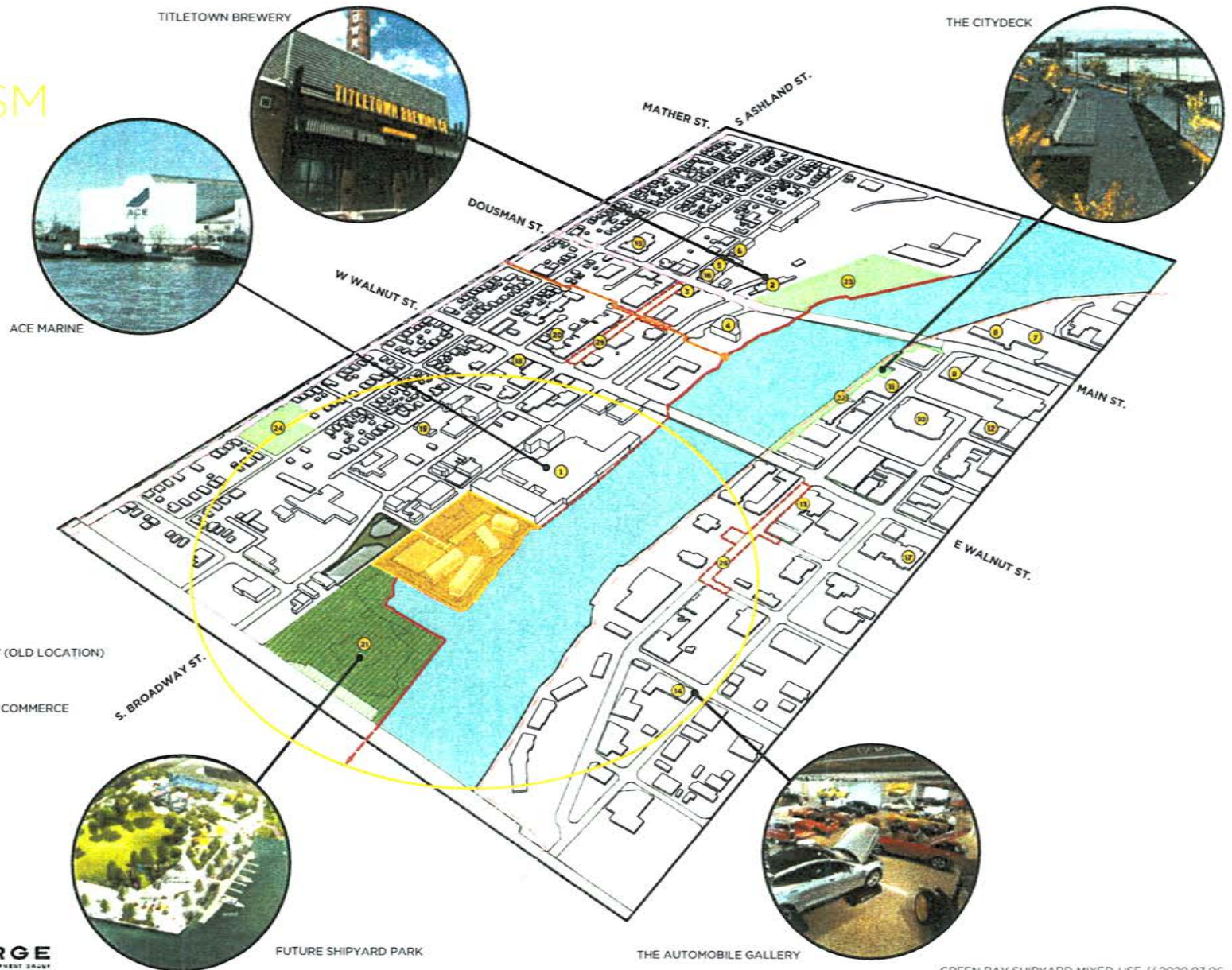
1. ACE MARINE
2. TITLETOWN BREWERY
3. COPPER STATE BREWERY CO.
4. NEVILE PUBLIC MUSEUM
5. THE CANNERY PUBLIC MARKET
6. T2 ACCELERATOR
7. KI CONVENTION CENTER
8. HAMPTON INN DOWNTOWN
9. SCHREIBER FOODS
10. BAYLAKE CITY CENTER
11. THE CHILDREN'S MUSEUM OF GREEN BAY (OLD LOCATION)
12. HOTEL NORTHLAND
13. MEYER THEATRE
14. THE AUTOMOBILE GALLERY
15. FORT HOWARD ELEMENTARY SCHOOL
16. THE GREATER GREEN BAY CHAMBER OF COMMERCE
17. BROWN COUNTY COURTHOUSE
18. THE TARLTON THEATRE
19. CUP O JOY MUSIC VENUE
20. GREEN BAY COMMUNITY THEATRE

PARKS & PUBLIC SPACES

21. FUTURE SHIPYARD PARK
22. THE CITYDECK
23. LEICHT MEMORIAL PARK
24. FRANK B. SEYMOUR PARK

EVENT LOCATIONS

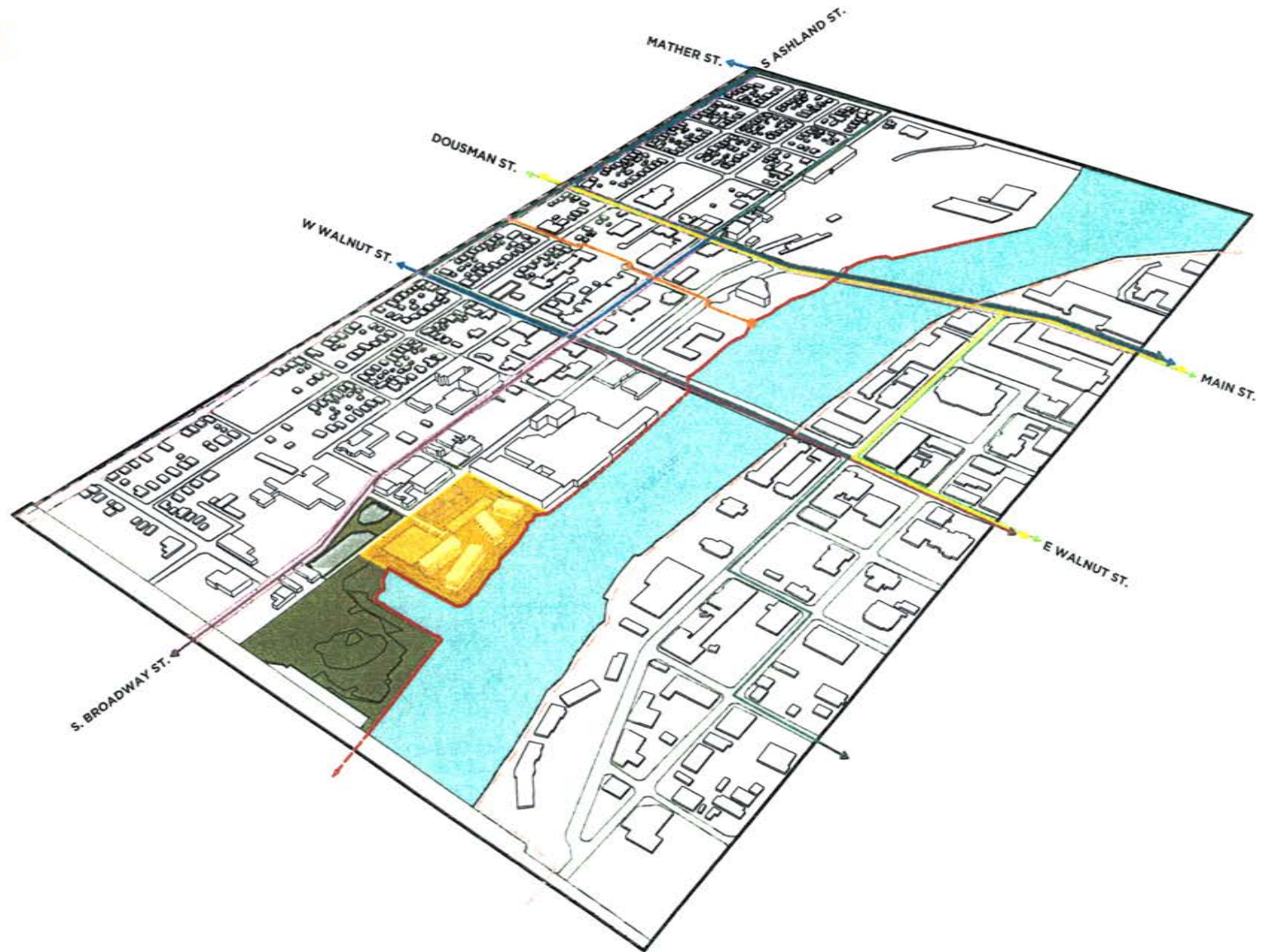
25. FARMER'S MARKET ON BROADWAY
& TASTE ON BROADWAY
26. SATURDAY FARMERS MARKET



REGIONALISM

PUBLIC CIRCULATION

- PROJECT SITE
- BUS ROUTES**
 - #3 SILVER LINE
 - #4 BLUE LINE
 - #5 PLUM LINE
 - #8 GREEN LINE
 - #9 GOLD LINE
 - #13 RIVER LINE
- BICYCLE TRANSPORTATION**
 - BICYCLE LANES
 - PROPOSED BICYCLE LANES
 - FOX RIVER TRAIL
- PEDESTRAIN PATHS**
 - RIVERWALK
 - POTENTIAL RIVERWALK EXPANSION
 - FUTURE HUBBARD STREET PROMANADE



GREEN BAY SHIPYARD

OPPORTUNITY ZONE HOUSING + WATERFRONT MIXED-USE

PROJECT DRIVERS

Urban Flow - The architecture shapes the movement & views that spill out onto the Fox River and the surrounding city

Hybrid History - Mixed character of the site's industrial and shipping past with its high-tech future

Revitalization by Recreation - The adjacent shipyard park will create a tourism and recreation destination at the south end of the Broadway corridor. Dense residential development will activate the new park and enliven the waterfront.

TOTAL DEVELOPMENT

Gross: 189,500 SF

Residential: 175,000 SF (225 Units)

Commercial: 4,000 SF

Parking: 322 Total Spaces
(290 Spaces on Grade)
(32 Spaces 1/2 Level Garage)

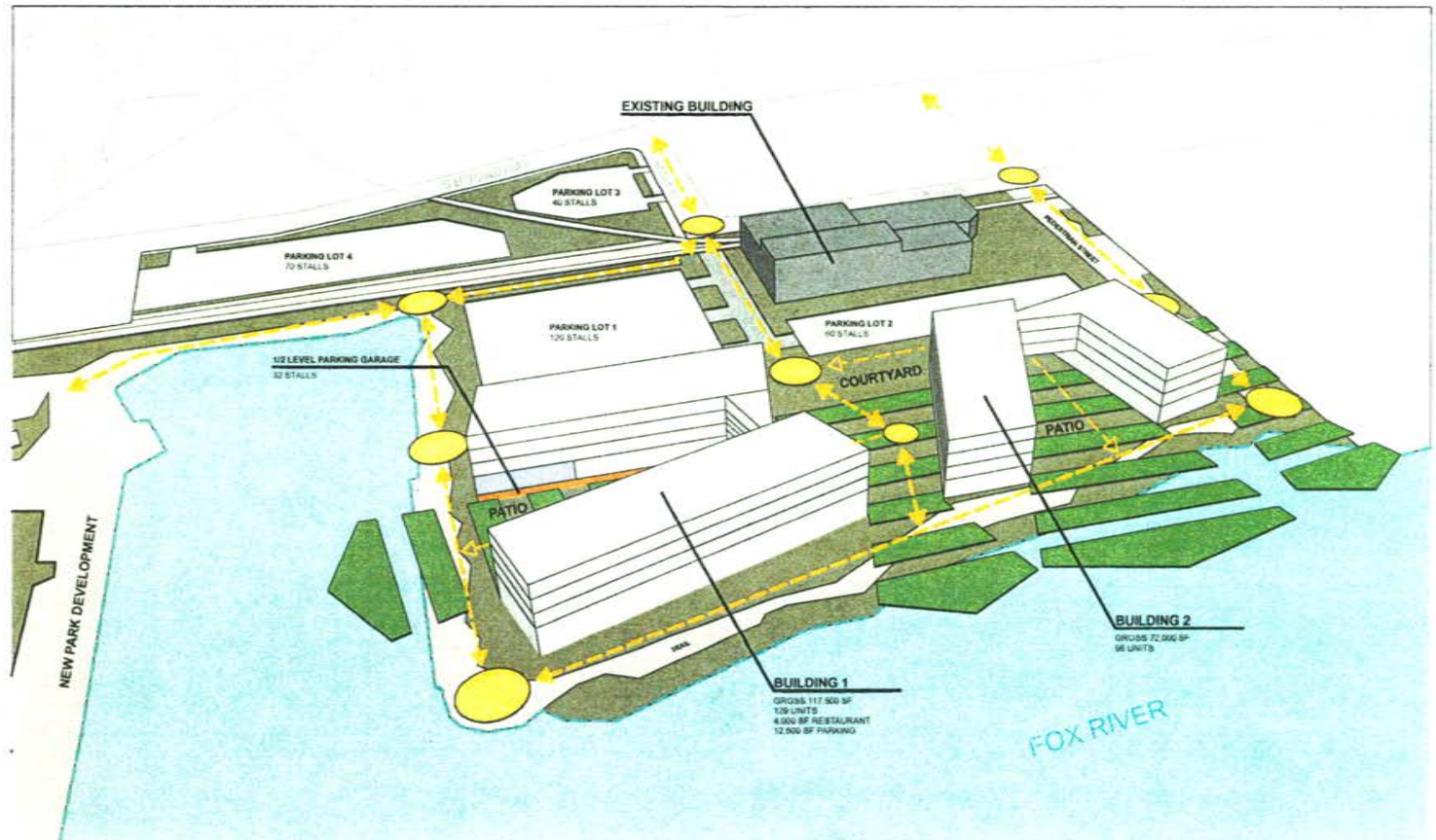
BUILDING 1

4 Story Mixed-Use:
117,500 GSF (4,000 SF Commercial / 12,500 SF Parking)
(101,000 GSF x 80% Efficiency) / 630 SF = 129 Units
Required Residential Parking = 162*
Required Restaurant Parking = 40**

BUILDING 2

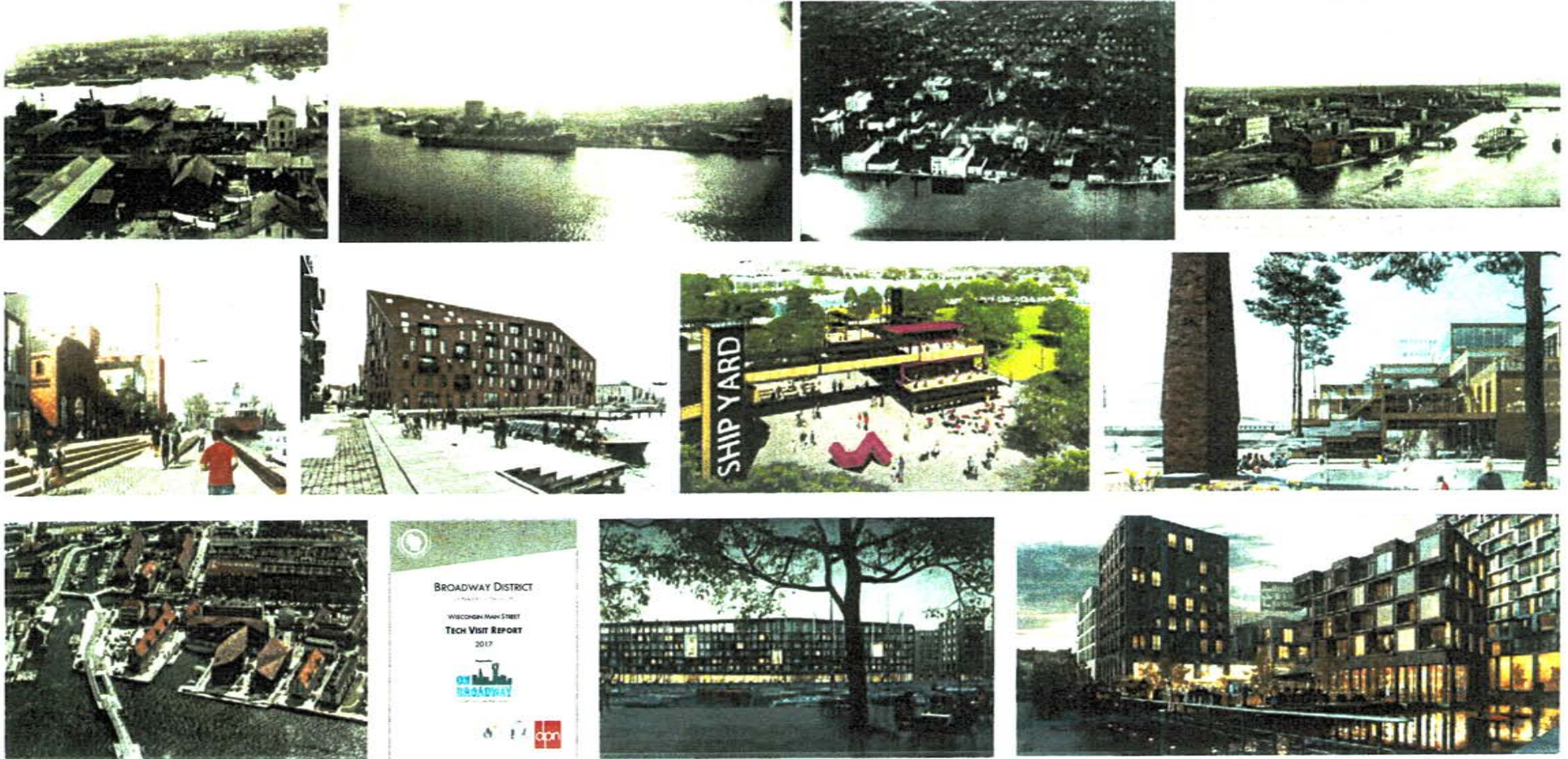
4 Story Residential:
72,000 GSF
(72,000 GSF x 80% Efficiency) / 600 SF = 96 Units
Required Residential Parking = 120*

- RESIDENTIAL
- RETAIL RESTAURANT
- PARKING GARAGE 1/2 LEVEL UNDERGROUND
- EXISTING INDUSTRIAL OFFICE
- NODES OF INTEREST
- PEDESTRIAN PATHS



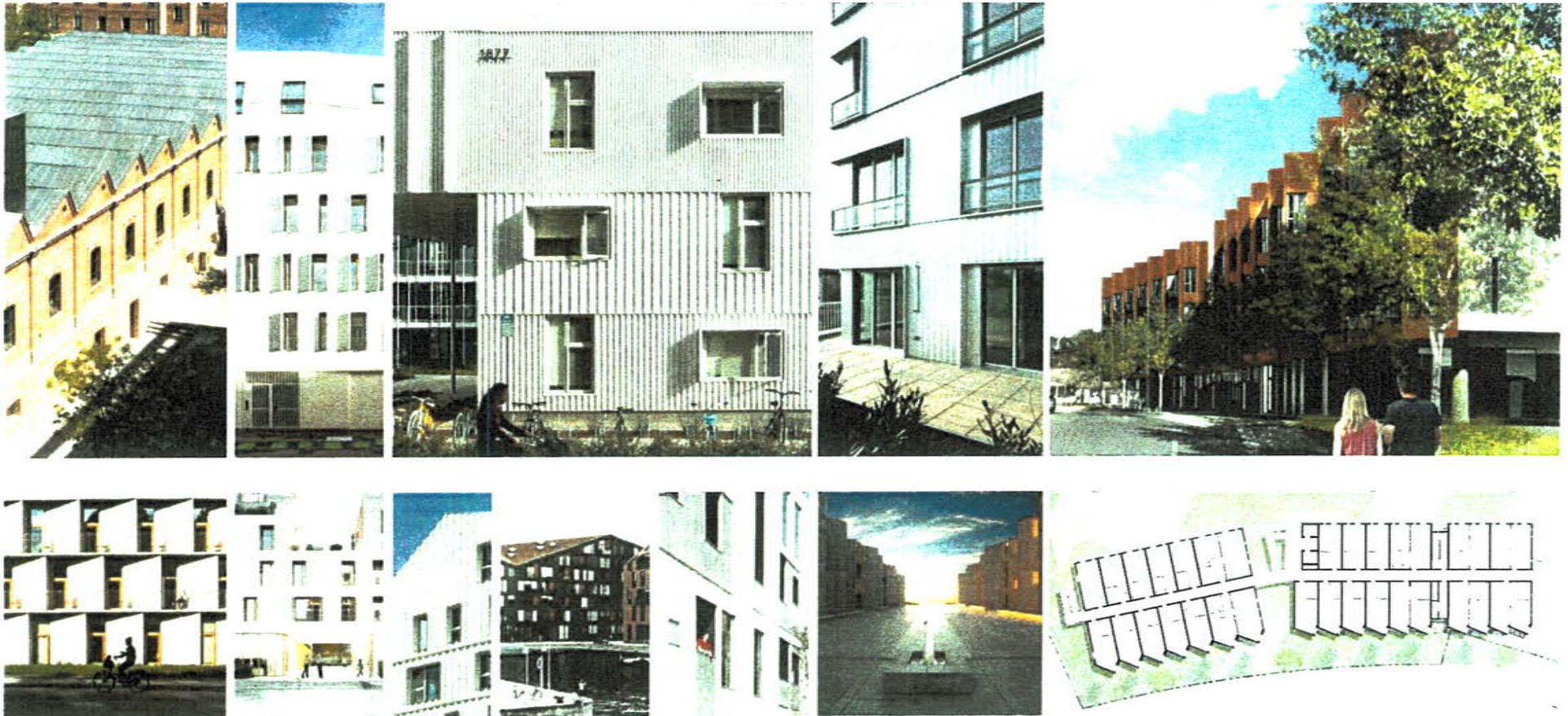
GREEN BAY SHIPYARD

VISUAL INSPIRATION



GREEN BAY SHIPYARD

FORM & MATERIAL PALETTE



ONITSHOT
ARCHITECTURE

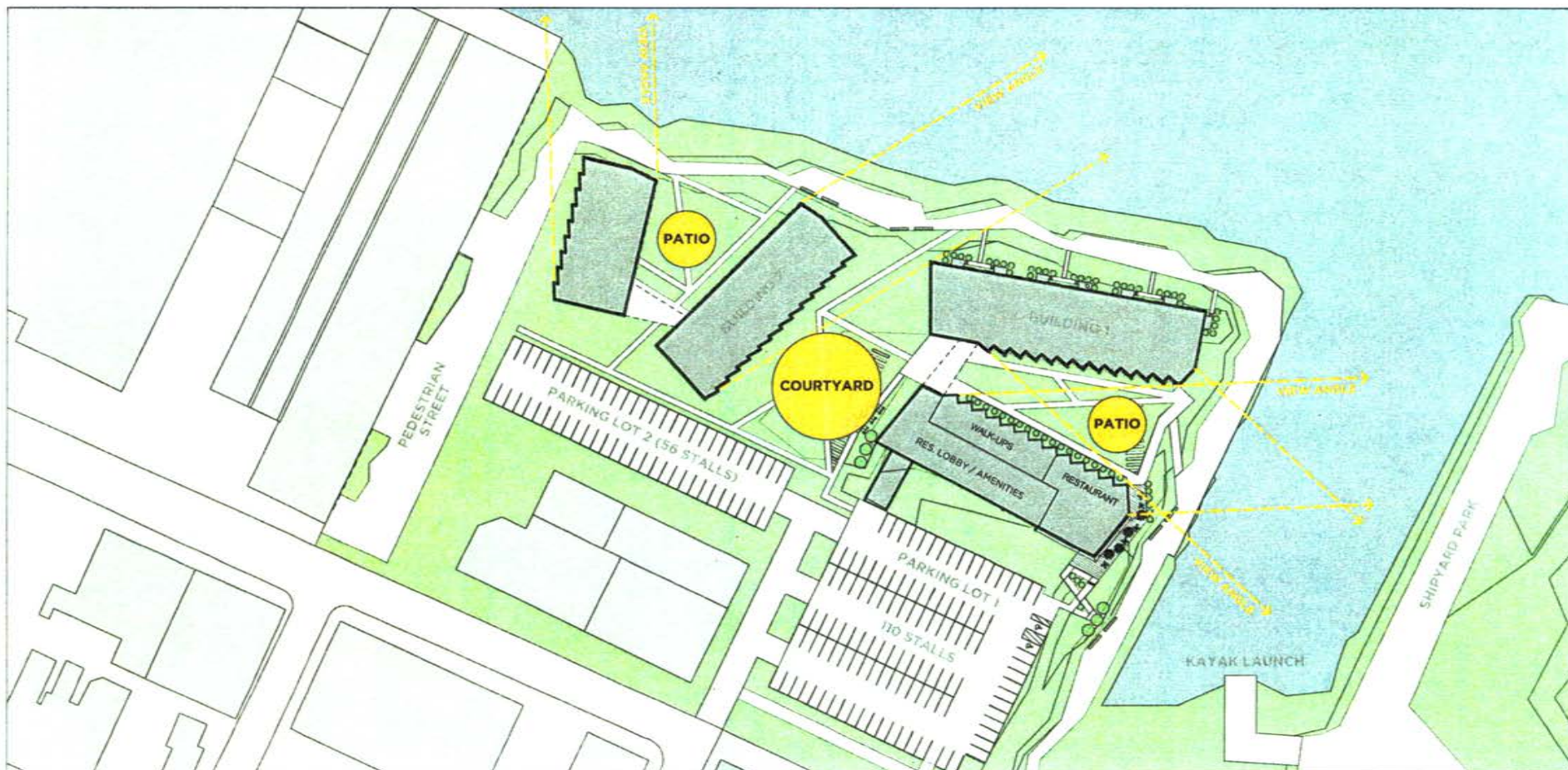


MERGE
URBAN DEVELOPMENT GROUP

GREEN BAY SHIPYARD MIXED-USE // 2020.03.06

GREEN BAY SHIPYARD

SITE PLAN



GREEN BAY SHIPYARD

VIGNETTE



ONITSHOT
ARCHITECTURE



MERGE
URBAN TO POLITICAL DESIGN

GREEN BAY SHIPYARD MIXED-USE // 2020.03.06

GREEN BAY SHIPYARD

VIGNETTE



ONITSHOT
ARCHITECTURE



MERGE
URBAN DESIGN ARCHITECTURE

GREEN BAY SHIPYARD MIXED-USE // 2020.03.06

GREEN BAY SHIPYARD

VIGNETTE



ONITSHOT
ARCHITECTURE



MERGE
TOWN DEVELOPMENT GROUP

GREEN BAY SHIPYARD MIXED-USE // 2020.03.06

GREEN BAY SHIPYARD

VIGNETTE



ONITSHOT
ARCHITECTURE



MERGE
DESIGN • CONSTRUCTION • PHASE

GREEN BAY SHIPYARD MIXED-USE // 2020.03.06

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 2021-01

MERGE @ THE SHIPYARD

This Development Agreement is made this 11th day of January, 2022,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and MERGE, LLC, an Iowa limited liability company ("Developer").

RECITALS

WHEREAS, Developer has agreed to acquire and develop property located at 239 Arndt Street (Tax Parcel 3-551), 101 Bridge Street (Tax Parcel 3-554-A), and 119 Bridge Street (Tax Parcel 3-556), hereinafter defined as the "Project Site"); and

WHEREAS, the Parties entered into a Development Agreement dated May 18, 2021, relating to the Project Site; and

WHEREAS, the Development Agreement provided for Tax Incremental Finance ("TIF") assistance for qualified expenditures for public and private improvements at the Project Site; and

WHEREAS, subsequent to the Development Agreement, Developer requested changes to the project timeline, which was approved by the Redevelopment Authority and Green Bay Common Council.

NOW THEREFORE based upon the covenants and considerations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

- I. Amendments. The Development Agreement is hereby amended as follows:
 - a. In Section III.B.1, insert the phrase "no later than October 31, 2022" immediately following the phrase "The City and/or RDA shall convey the Property to the Developer through the following process".
 - b. In Section III.B.2.a, delete the phrase "One year after the date a certificate of occupancy is issued for Building One" and replace with "By May 31, 2024"
 - c. In Section IV.B, delete the term "February" and replace with "September"
 - d. In Section IV.C, delete the term "June 1" and replace with "December 31"
 - e. In Section IV.F, delete the term "June 1" and replace with "December 31"
 - f. In Section IV.G, delete the term "June 1" and replace with "December 31"
 - g. In Section IV.K, delete the phrase "December 31, 2023" and replace with "May 31, 2024" and delete the phrase "December 31, 2025" and replace with May 31, 2026

2. Remaining Terms and Conditions. The parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement is in full force and effect, and that except as set forth herein, all remaining terms and conditions of the Agreement shall remain unchanged and the Agreements as amended by this First Amendment shall remain in full force and effect.

[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:
MERGE, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named _____, a member of MERGE, LLC, an Iowa 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 MERGE, LLC

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 _____

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and MERGE, LLC

Attest: _____
Neil Stechschulte, Executive Director

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

* _____

Notary Public, _____ County, Wisconsin

My Commission Expires _____



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

MEETING DATE

January 18, 2022

PREPARED BY**AGENDA ITEM # M.1**

To hold until the Wednesday, January 26, 2022 Improvement and Services Committee meeting the request to review the list of streets for resurfacing and reconstruction in the 2022 Capital Improvement Program. (Ald. Wery)

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

1. Resurfacing 2022 12-3-21
2. Reconstruction 2022 12-3-21

Preliminary Resurfacing 2022

<u>Alder district</u>	<u>Street Section</u>	<u>Section length</u>
1	Pine Ride Court - Pine Ridge Dr to Termini	228
1, 5	St Ann Drive - Josephine Circle(E) to Mount Mary Drive	264
1	Marvin Lane - Albert Dr to Cornelius Dr	702
1	Albert Drive - Marvin Lane to Cornelius Drive	931
1	Bay View Drive - Regent Ln to Termini West	1865
2	Ontario Road - Finger Road to Tobermory Drive	481
3	Irene Street - Debra Lan to Amy Street	1832
3	Loretta Lane - Termini to Abrams Street	792
4	Loretta Lane - Heyrman St to Irene St	475
6	Klaus Street - N Webster Avenue to N Irwin Avenue	2112
6	St. George Street - Reber Street to Weise Street	1584
6	Farlin Avenue - Danz Avenue to 100' west of Newtols Street	994
9	Roscoe Street - 11th Avenue to 14th Avenue	1267
9	6th Street - Marquette Avenue to Gross Avenue	891
9	Cleveland Street - 6th Street to Hickory Hill Drive	422
9	13th Avenue - 9th Street to Langlade Avenue	618
10	Minahan Street - Royal Blvd. to Park Street	317
10	Winford Avenue - Mather Street to Desnoyers Street	1162
10	Bond Street- Taylor Street to Morley Road	2645
		19582

MILL AND PAVE

1	St Ann Drive - Josephine Circle(W) to Josephine Circle E	634
1	Chancellor Lane - Bay View Drive to St Gregory Drive	792
1	Term Court - Chancellor Lane to west Cul De Sac	264
1	Regent Lane - Bay View Drive to St Gregory Drive	792
1	Pine Ridge Drive - Bay View Drive to St. Gregory Drive	634
3	Phasianus Street - Heather Drive to Sun Terrace	1215
		4331

Reconstruction 2022

Street Section

Elmore Street - Gray Street to Fairview Court

~~Ashland Avenue - Howard Street to RR tracks south of Seymour Court~~

S. Van Buren Street - E. Mason Street to Stuart Street

Roosevelt Street - Main Street to Stuart Street

Eliza Street - 100' W. of Madison Street to Monroe Avenue

Finger Road - Superior Road to Challenger Drive

School Place - S. Ashland Avenue to west cul de sac

Howard Street - S. Ashland Avenue to Oakland Avenue

Oakland Avenue - Howard Street to Seymour Court

~~Harvey Street - N. Jackson Street to N. Webster Avenue~~

~~S. Van Buren Street - Grignon Street to Eliza Street~~

Pavement Replacement

Courier Road - N Grandview Road to N Northview Road



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

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # M.2

To hold until the Wednesday, January 26, 2022 Improvement and Services Committee meeting the request to include the resurfacing of Hickory Hill Drive (South Oneida Street to 12th Avenue) and Redwood Drive (Hickory Hill Drive to 9th Street) in the 2022 Capital Improvement Program. (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # M.3

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # M.4

To approve the request by Speedy Clean, Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # M.5

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

A. Granting of Licenses

1. Sidewalk Builder

- a. Complete Concrete Solutions LLC
- b. Dorner Equipment Sales & Service, LLC
- c. J.C. Santy Construction, LLC
- d. James J. Calmes & Sons, Inc.
- e. Martell Construction, Inc.
- f. Titledown Construction LLC

2. Tree & Brush Trimmer

- a. A Four Season Tree Care
- b. Asplundh Tree Expert LLC
- c. Best Enterprises, LLC
- d. Epic Innovations, LLC d.b.a. Epic Tree Care
- e. Fall-Rite Services, LLC
- f. Holtger Bros., Inc.
- g. Selner Tree & Shrub Care
- h. Yesterdays Trees LLC
- i. Z's Tree Services, LLC

3. Underground Sprinkler System

- a. Irrigation Doctors LLC
- b. Lizer of Wisconsin, Inc.
- c. NEW Irrigation, LLC d.b.a. Conserva Irrigation
- d. RainMaster Irrigation Inc.
- e. The Sprinkler Company, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # N.1

To approve a request by Harp & Eagle LTD (St. Brendan's Inn) at 234 S. Washington St. to temporarily extend their license premises to the parking lot on March 12 (10a.m.-3p.m.), March 13 (noon to 4 p.m.) and March 17 (11 a.m. to 9 p.m.) for the 18th annual st. Baldricks/St. Patrick's Day events.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ST. BRENDAN'S INN TEMP EXPANSION
2. 2022-01-10 St. Brendan Tent Layout



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

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # N.2

To rescind a request by LCS LLC at 1583 Main St. to extend the issuance of their liquor license due to Inspections (Granted at the 10/19/2021 Common Council Meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. LCS dba Beats Lounge



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 01/06/2022

Text of Communication:

For consideration and possible action to dissolve the Economic Development Authority and to assign charter obligations and responsibilities to the Redevelopment Authority.

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

January 18, 2022

PREPARED BY

AGENDA ITEM # N.4

To approve General Ordinance No. 01-22, amending Section 4-4(e), Green Bay Municipal Code, relating to Temporary Expansion of Licensed Premises.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 01-22 - Amend 4-4e1c TELP

GENERAL ORDINANCE NO. 01-22

AN ORDINANCE
AMENDING SECTION 4-4(e)(1)c.,
GREEN BAY MUNICIPAL CODE,
RELATING TO TEMPORARY EXPANSION OF LICENSED PREMISES

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

SECTION 1. Section 4-4(e)(1)c., Green Bay Municipal Code, is hereby amended to read:

Return to original premises description. Any premises description expanded under this section shall be removed no later than December 31, ~~2020~~ **2022**, at which time the licensed premises shall automatically return to the liquor license premises description identified and approved as part of the licensee's annual license application without further action on the part of the licensee of Common Council.

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

1/18/2022

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: January 10, 2022

From December 13, 2021, to January 10, 2022, there have been 1 no DA referrals, no property referrals, no written warnings and 1 municipal citation for liquor violation.

On December 2, 2021, officers were informed that the owner of Club 9Twenty, 1583 Main Street, had been open and operating their business after the liquor license for the premises had been surrendered by the prior owner on October 19, 2021. The current owner, Conrado (NMI) Lopez-Mendez, had not paid for or retrieved his liquor license and the club has been open on at least 14 separate occasions. Lopez-Mendez will be receiving a citation for Sale of Alcohol without a License for each occasion.

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
Conrado (NMI) Lopez-Mendez	Club 9Twenty 1583 Main St.	12/6/21 Sale of Alcohol without a License	Court Date: 1/20/22

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

January 18, 2022

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

Augustine, Chris J
Beckstrom, Teresa M
Czypinski, Robert W
DeHart, Rachel D
Denzin, Nathan J
Ford, Noah B
Heimerman, Leslie G
Huempfer, Andrew J
Joy, Kenneth R
Kasper, Sabrina M
Kooij, Emma D
Lehmann, Megan L
Leo, Brittany E
Mahn, Dustin R
Moore, Thomas S
Morrison, Nevaeh S
Myers, Ryan L
Rhoades, Colleen M
Schlei, Jennifer L
Soler, Christina S
Tilot, Brian A
Vandermuss, Stevie M
Waarala, Kenneth P



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # P.1

To receive and place on file a request by Ald. Brunette to the Finance Committee which states: "For Representative David Steffen to provide a presentation on his proposed legislation regarding Lambeau Field and the Stadium Board, and for him to explain how it affects the City of Green Bay. I propose this be a question and answer session with committee members and other alders in addition to the presentation."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-12-21 Dist 12 to Finance
2. Rep Steffen's documents

From: noreply@civicplus.com
To: [Celestine Jeffreys](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Tuesday, December 21, 2021 7:01:26 PM

Alders' Petitions and Communications

Name	Jesse Brunette
Committee Name	Finance Committee
Text of Communication	For Representative David Steffen to provide a presentation on his proposed legislation regarding Lambeau Field and the Stadium Board, and for him to explain how it affects the City of Green Bay. I propose this be a question and answer session with committee members and other alders in addition to the presentation.

Email not displaying correctly? [View it in your browser.](#)



State of Wisconsin
2021 - 2022 LEGISLATURE

LRB-4531/3
EVM:emw&cjs

2021 BILL

1 **AN ACT** *to repeal* 20.566 (1) (ge), 20.835 (4) (ge), 20.867 (5) (g), 25.17 (3) (b) 11.,
2 66.0603 (1m) (a) 3q., 66.0621 (6) (b), 71.05 (1) (c) 5., 71.10 (5e), 77.706, 77.707
3 (2), 77.76 (3p), 77.76 (5), 85.605, 219.09 (1) (d), subchapter IV of chapter 229
4 [precedes 229.820] and 779.14 (4); *to renumber* 77.707 (1); *to amend* 13.94 (4)
5 (a) 1., 13.94 (10), 16.70 (14), 18.03 (5s), 19.59 (1) (a), 19.59 (1) (g) 1. a., 20.395
6 (1) (ig), 20.566 (1) (hp), 25.50 (1) (d), 32.02 (1), 66.0301 (1) (a), 66.0603 (1m) (a)
7 (intro.), 66.0621 (1) (a), 66.0621 (1) (b), 66.0621 (1) (c), 70.11 (36) (a), 70.11 (36)
8 (b), 71.10 (5s) (c), 71.10 (5s) (e), 71.26 (1) (bm), 77.54 (45), 77.71 (intro.), 77.71
9 (1), 77.71 (2), 77.71 (3), 77.71 (4), 77.71 (5), 77.76 (4), 77.76 (6) (a), 77.76 (6) (b),
10 77.76 (6) (c), 229.68 (intro.), 341.14 (6r) (c), 341.14 (6r) (f) 55., 779.14 (1m) (d)
11 2. b. and 779.14 (1m) (d) 3.; and *to create* 62.40 of the statutes; **relating to:**
12 local professional football stadium districts and making an appropriation.

Analysis by the Legislative Reference Bureau

This bill eliminates the authority to create and operate a local professional football stadium district and eliminates the existing Green Bay/Brown County

BILL

Professional Football Stadium District (Green Bay District). Under the bill, the Green Bay District must transfer its interest in professional football stadium facilities and any moneys in its football stadium facility maintenance and operating cost fund to the City of Green Bay and, in general, liquidate any other assets. The bill specifies that the proceeds of the liquidation are to be distributed in the following amounts and priorities:

1. \$42,600,000 to Brown County property taxpayers.
2. \$3,000,000 to the Village of Ashwaubenon.
3. \$3,000,000 to Brown County.
4. \$1,250,000 to the Greater Green Bay Chamber.
5. \$1,250,000 to the Greater Green Bay Community Foundation.

The bill authorizes the City of Green Bay to acquire, improve, operate, and maintain football stadium facilities. The bill also authorizes the City of Green Bay to collect fees for the right to purchase admission to events at the football stadium (license fee). If the city owns or operates the football stadium facilities, it may also exercise certain revenue-generating authorities previously exercised by the Green Bay District, namely 1) the power to collect fees or other charges for the use of football stadium facilities and 2) the power to sell engraved tiles or bricks.

In general, any moneys transferred from the Green Bay District's football stadium facility maintenance and operating cost fund and proceeds of license fees and fees for use of facilities must be used for maintenance and operating costs of football stadium facilities, for property tax relief, or for projects in the City of Green Bay related to public safety, highway maintenance, or economic development. Proceeds of tiles or brick sales must be, in general, provided to the Green Bay Convention and Visitors Bureau for mission-related programs and expenses.

Also under this bill, proceeds of Green Bay Packers special group vehicle registration plates are redirected from the Green Bay District to the City of Green Bay. These moneys must be used for maintenance and operating costs of football stadium facilities and infrastructure projects that are located within 0.5 miles of Lambeau Field.

For further information see the state and local fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 13.94 (4) (a) 1. of the statutes is amended to read:

13.94 (4) (a) 1. Every state department, board, examining board, affiliated credentialing board, commission, independent agency, council or office in the executive branch of state government; all bodies created by the legislature in the legislative or judicial branch of state government; any public body corporate and

BILL

1 politic created by the legislature including specifically the Fox River Navigational
2 System Authority, the Lower Fox River Remediation Authority, the Wisconsin
3 Aerospace Authority, the Wisconsin Economic Development Corporation, a
4 professional baseball park district, ~~a local professional football stadium district~~, a
5 local cultural arts district and a long-term care district under s. 46.2895; every
6 Wisconsin works agency under subch. III of ch. 49; every provider of medical
7 assistance under subch. IV of ch. 49; technical college district boards; every county
8 department under s. 51.42 or 51.437; every nonprofit corporation or cooperative or
9 unincorporated cooperative association to which moneys are specifically
10 appropriated by state law; and every corporation, institution, association or other
11 organization which receives more than 50 percent of its annual budget from
12 appropriations made by state law, including subgrantee or subcontractor recipients
13 of such funds.

14 **SECTION 2.** 13.94 (10) of the statutes is amended to read:

15 13.94 (10) FINANCIAL STATUS OF CERTAIN PROFESSIONAL SPORTS DISTRICTS. As
16 promptly as possible following the end of each state fiscal biennium in which there
17 are outstanding bonds or notes issued by a local professional baseball park district
18 created under subch. III of ch. 229 that are subject to s. 229.74 (7) ~~or by a local~~
19 ~~professional football stadium district created under subch. IV of ch. 229 that are~~
20 ~~subject to s. 229.830 (7)~~, the legislative audit bureau shall submit a report to the
21 cochairpersons of the joint committee on finance concerning the financial status of
22 that district.

23 **SECTION 3.** 16.70 (14) of the statutes is amended to read:

24 16.70 (14) "State" does not include a district created under subch. II, III, IV, or
25 V of ch. 229.

BILL**SECTION 4**

SECTION 4. 18.03 (5s) of the statutes is amended to read:

18.03 **(5s)** Upon the request of a local professional baseball park district created under subch. III of ch. 229 ~~or a local professional football stadium district created under subch. IV of ch. 229~~, the commission may serve as financial consultant to assist and coordinate the issuance of the bonds of a district.

SECTION 5. 19.59 (1) (a) of the statutes is amended to read:

19.59 **(1)** (a) No local public official may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated. A violation of this paragraph includes the acceptance of free or discounted admissions to a professional baseball or football game by a member of the district board of a local professional baseball park district created under subch. III of ch. 229 ~~or a local professional football stadium district created under subch. IV of ch. 229~~. This paragraph does not prohibit a local public official from using the title or prestige of his or her office to obtain campaign contributions that are permitted and reported as required by ch. 11. This paragraph does not prohibit a local public official from obtaining anything of value from the Wisconsin Economic Development Corporation or the department of tourism, as provided under s. 19.56 (3) (f).

SECTION 6. 19.59 (1) (g) 1. a. of the statutes is amended to read:

19.59 **(1)** (g) 1. a. "District" means a local professional baseball park district created under subch. III of ch. 229 ~~or a local professional football stadium district created under subch. IV of ch. 229~~.

SECTION 7. 20.395 (1) (ig) of the statutes is amended to read:

20.395 **(1)** (ig) *Professional football stadium maintenance and operating costs plate distributions, state funds.* From the general fund, all moneys received under

BILL

1 s. 341.14 (6r) (b) 8. b., for the purposes of making deposits to funds established by
2 professional football stadium districts under s. 85.605 payments to the city of Green
3 Bay.

4 **SECTION 8.** 20.566 (1) (ge) of the statutes is repealed.

5 **SECTION 9.** 20.566 (1) (hp) of the statutes is amended to read:

6 20.566 (1) (hp) *Administration of income tax checkoff voluntary payments.* The
7 amounts in the schedule for the payment of all administrative costs, including data
8 processing costs, incurred in administering ss. 71.10 (5), (5e), (5f), (5fm), (5g), (5h),
9 (5i), (5j), (5k), (5km), and (5m), and 71.30 (10). All moneys specified for deposit in this
10 appropriation under ss. 71.10 (5) (h) 5., (5e) (h) 4., (5f) (i), (5fm) (i), (5g) (i), (5h) (i),
11 (5i) (i), (5j) (i), (5k) (i), (5km) (i), and (5m) (i) and 71.30 (10) (i) and (11) (i) shall be
12 credited to this appropriation account.

13 **SECTION 10.** 20.835 (4) (ge) of the statutes is repealed.

14 **SECTION 11.** 20.867 (5) (g) of the statutes is repealed.

15 **SECTION 12.** 25.17 (3) (b) 11. of the statutes is repealed.

16 **SECTION 13.** 25.50 (1) (d) of the statutes is amended to read:

17 25.50 (1) (d) “Local government” means any county, town, village, city, power
18 district, sewerage district, drainage district, town sanitary district, public inland
19 lake protection and rehabilitation district, local professional baseball park district
20 created under subch. III of ch. 229, long-term care district under s. 46.2895, local
21 professional football stadium district created under subch. IV of ch. 229, local
22 cultural arts district created under subch. V of ch. 229, public library system, school
23 district or technical college district in this state, any commission, committee, board
24 or officer of any governmental subdivision of this state, any court of this state, other

BILL**SECTION 13**

1 than the court of appeals or the supreme court, or any authority created under s.
2 114.61, 231.02, 233.02, or 234.02.

3 **SECTION 14.** 32.02 (1) of the statutes is amended to read:

4 32.02 (1) Any county, town, village, city, including villages and cities
5 incorporated under general or special acts, school district, the department of health
6 services, the department of corrections, the board of regents of the University of
7 Wisconsin System, the building commission, a commission created by contract under
8 s. 66.0301, with the approval of the municipality in which condemnation is proposed,
9 a commission created by contract under s. 66.0303 that is acting under s. 66.0304,
10 if the condemnation occurs within the boundaries of a member of the commission, or
11 any public board or commission, for any lawful purpose, but in the case of city and
12 village boards or commissions approval of that action is required to be granted by the
13 governing body. A mosquito control commission, created under s. 59.70 (12), and a
14 local professional football stadium district board, created under subch. IV of ch. 229,
15 may not acquire property by condemnation.

16 **SECTION 15.** 62.40 of the statutes is created to read:

17 **62.40 Football stadium facilities in the city of Green Bay.** (1) In this
18 section:

19 (a) "Football stadium" means a stadium that is principally used as the home
20 stadium of a professional football team described in s. 229.823, 2019 stats., on the
21 effective date of this paragraph [LRB inserts date].

22 (b) "Football stadium facilities" means football stadium property, tangible or
23 intangible, including spectator seating of all types, practice facilities, parking lots
24 and structures, garages, restaurants, parks, concession facilities, entertainment
25 facilities, facilities for the display or sale of memorabilia, transportation facilities,

BILL

1 and other functionally related or auxiliary facilities or structures. “Football stadium
2 facilities” includes only facilities in which a local professional football stadium
3 district created under subch. IV of ch. 229, 2019 stats., had an interest on the
4 effective date of this paragraph [LRB inserts date].

5 (2) The city of Green Bay may acquire, improve, operate, and maintain football
6 stadium facilities.

7 (3) (a) If the city of Green Bay owns or operates football stadium facilities, the
8 city shall maintain a football stadium facilities maintenance and operating fund.

9 (b) 1. Except as provided in subd. 2., moneys from the fund under par. (a) may
10 be expended only for the following purposes:

11 a. Maintenance and operating costs of football stadium facilities.

12 b. Projects promoting economic development and occurring on parcels located
13 within 0.5 miles of Lambeau Field or adjacent to Green Bay or the Fox River.

14 c. Providing equal payments to owners of a principal dwelling in the city of
15 Green Bay or providing property tax credits.

16 d. Highway repair or reconstruction not to exceed \$5,000,000 in any fiscal year.
17 This subdivision 1. d. does not apply in any year in which the city of Green Bay
18 expends less for highway repair and reconstruction from sources other than this
19 subd. 1. d. than the city expended from sources other than this subd. 1. d. for such
20 purposes in 2022.

21 e. Paying recruitment or hazard bonuses to law enforcement officers.

22 f. Renovating, including furnishing or equipping a renovated facility,
23 expanding, or replacing a jail or police department headquarters operated by the city
24 of Green Bay.

BILL**SECTION 15**

1 2. Moneys from the fund under par. (a) may be expended for a purpose not
2 enumerated under subd. 1 upon a unanimous vote of the common council.

3 (c) The city of Green Bay shall deposit all moneys received under 2021
4 Wisconsin Act (this act), section 55 (1) (c), into the fund under par. (a).

5 (d) The city of Green Bay shall deposit the proceeds of any sale or lease of
6 football stadium facilities into the fund under par. (a).

7 **(4)** If the city of Green Bay owns or operates football stadium facilities, the city
8 shall do all of the following:

9 (a) Enter into a contract with an independent entity for the monitoring and
10 management of football stadium facility maintenance.

11 (b) Annually, obtain an independent audit of the city's revenues and
12 expenditures related to the ownership or operation of football stadium facilities.

13 **(5)** If the city of Green Bay owns or operates football stadium facilities, the city
14 may do any of the following:

15 (a) Establish and collect fees or other charges for the use of football stadium
16 facilities owned or operated by the city. All fees and charges collected under this
17 paragraph shall be paid into the fund under sub. (3) (a).

18 (b) Sell engraved tiles or bricks, which may be placed in or around football
19 stadium facilities owned or operated by the city. Except as provided in this
20 paragraph, all moneys collected under this paragraph shall be paid to the Greater
21 Green Bay Convention and Visitors Bureau. The city of Green Bay may not transfer
22 moneys under this paragraph unless the city has entered into an agreement with the
23 Greater Green Bay Convention and Visitors Bureau requiring the bureau to expend
24 not more than 20 percent of the moneys received under this paragraph for personnel,
25 capital, and overhead expenses and prohibiting the bureau from expending moneys

BILL

1 received under this paragraph for purposes other than mission-related programs
2 and expenses incurred within one mile of Lambeau Field.

3 (6) The city of Green Bay may establish and collect fees or other charges for the
4 right to purchase admission to events at the football stadium. Once established, the
5 amount of any fee or charge under this subsection may be increased only by
6 ordinance enacted by a two-thirds majority vote of the common council. If the city
7 collects more than \$15,000,000 under this subsection in any year, the city shall pay,
8 of the amount in excess of \$15,000,000, to Brown County 40 percent and to the village
9 of Ashwaubenon 10 percent and shall retain the remaining amount. All fees and
10 charges retained by the city under this subsection shall be paid into the fund under
11 sub. (3) (a).

12 (7) From the appropriation under s. 20.395 (1) (ig), the department of
13 transportation annually shall pay to the city of Green Bay the sum of moneys
14 credited to the appropriation account under s. 20.395 (1) (ig) during the previous
15 fiscal year. The city of Green Bay shall deposit all moneys received under this
16 subsection in a separate account and may expend moneys from that account only for
17 maintenance and operating costs of football stadium facilities and for infrastructure
18 projects that are located within 0.5 miles of Lambeau Field.

19 **SECTION 16.** 66.0301 (1) (a) of the statutes is amended to read:

20 66.0301 (1) (a) Except as provided in pars. (b) and (c), in this section
21 “municipality” means the state or any department or agency thereof, or any city,
22 village, town, county, or school district, the opportunity schools and partnership
23 programs under subch. IX of ch. 115 and subch. II of ch. 119, the superintendent of
24 schools opportunity schools and partnership program under s. 119.33, or any public
25 library system, public inland lake protection and rehabilitation district, sanitary

BILL**SECTION 16**

1 district, farm drainage district, metropolitan sewerage district, sewer utility district,
2 solid waste management system created under s. 59.70 (2), local exposition district
3 created under subch. II of ch. 229, local professional baseball park district created
4 under subch. III of ch. 229, ~~local professional football stadium district created under~~
5 ~~subch. IV of ch. 229~~, local cultural arts district created under subch. V of ch. 229,
6 long-term care district under s. 46.2895, water utility district, mosquito control
7 district, municipal electric company, county or city transit commission, commission
8 created by contract under this section, taxation district, regional planning
9 commission, housing authority created under s. 66.1201, redevelopment authority
10 created under s. 66.1333, community development authority created under s.
11 66.1335, or city-county health department.

12 **SECTION 17.** 66.0603 (1m) (a) (intro.) of the statutes is amended to read:

13 66.0603 **(1m)** (a) (intro.) A county, city, village, town, school district, drainage
14 district, technical college district or other governing board, ~~other than a local~~
15 ~~professional football stadium district board created under subch. IV of ch. 229~~, may
16 invest any of its funds not immediately needed in any of the following:

17 **SECTION 18.** 66.0603 (1m) (a) 3q. of the statutes is repealed.

18 **SECTION 19.** 66.0621 (1) (a) of the statutes is amended to read:

19 66.0621 **(1)** (a) "Municipality" means a city, village, town, county, commission
20 created by contract under s. 66.0301, public inland lake protection and rehabilitation
21 district established under s. 33.23, 33.235 or 33.24, metropolitan sewerage district
22 created under ss. 200.01 to 200.15 and 200.21 to 200.65, town sanitary district under
23 subch. IX of ch. 60, a local professional baseball park district created under subch.
24 III of ch. 229, ~~a local professional football stadium district created under subch. IV~~
25 ~~of ch. 229~~, a local cultural arts district created under subch. V of ch. 229 or a

BILL

1 municipal water district or power district under ch. 198 and any other public or
2 quasi-public corporation, officer, board or other public body empowered to borrow
3 money and issue obligations to repay the money and obligations out of revenues.
4 “Municipality” does not include the state or a local exposition district created under
5 subch. II of ch. 229.

6 **SECTION 20.** 66.0621 (1) (b) of the statutes is amended to read:

7 66.0621 (1) (b) “Public utility” means any revenue producing facility or
8 enterprise owned by a municipality and operated for a public purpose as defined in
9 s. 67.04 (1) (b) including garbage incinerators, toll bridges, swimming pools, tennis
10 courts, parks, playgrounds, golf links, bathing beaches, bathhouses, street lighting,
11 city halls, village halls, town halls, courthouses, jails, schools, cooperative
12 educational service agencies, hospitals, homes for the aged or indigent, child care
13 centers, regional projects, waste collection and disposal operations, sewerage
14 systems, local professional baseball park facilities, ~~local professional football~~
15 ~~stadium facilities~~, local cultural arts facilities, and any other necessary public works
16 projects undertaken by a municipality.

17 **SECTION 21.** 66.0621 (1) (c) of the statutes is amended to read:

18 66.0621 (1) (c) “Revenue” means all moneys received from any source by a
19 public utility and all rentals and fees and, in the case of a local professional baseball
20 park district created under subch. III of ch. 229 includes tax revenues deposited into
21 a special fund under s. 229.685 and payments made into a special debt service
22 reserve fund under s. 229.74 and, ~~in the case of a local professional football stadium~~
23 ~~district created under subch. IV of ch. 229 includes tax revenues deposited into a~~
24 ~~special fund under s. 229.825 and payments made into a special debt service reserve~~
25 ~~fund under s. 229.830.~~

BILL**SECTION 22**

SECTION 22. 66.0621 (6) (b) of the statutes is repealed.

SECTION 23. 70.11 (36) (a) of the statutes is amended to read:

70.11 **(36)** (a) Property consisting of or contained in a sports and entertainment home stadium, except a football stadium as defined in s. 229.821 (6), 2019 stats.; including but not limited to parking lots, garages, restaurants, parks, concession facilities, entertainment facilities, transportation facilities, and other functionally related or auxiliary facilities and structures; including those facilities and structures while they are being built; constructed by, leased to or primarily used by a professional athletic team that is a member of a league that includes teams that have home stadiums in other states, and the land on which that stadium and those structures and facilities are located. Leasing or subleasing the property; regardless of the lessee, the sublessee and the use of the leasehold income; does not render the property taxable.

SECTION 24. 70.11 (36) (b) of the statutes is amended to read:

70.11 **(36)** (b) Property consisting of or contained in a football stadium, as defined in s. 229.821 (6), 2019 stats., and related facilities and structures, including those facilities and structures while they are being built or constructed, primarily used by a professional football team described in s. 229.823, 2019 stats., and the land, including parking lots, on which that stadium and those facilities and structures are located. Related facilities and structures are limited to improvements that share common structural supports with the stadium or are physically attached to the stadium. Using the property for garages, restaurants, parks, concession facilities, entertainment facilities, transportation facilities, or other functionally related or auxiliary facilities does not render the property taxable. Leasing or subleasing the

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property; regardless of the lessee, the sublessee and the use of the leasehold income; does not render the property taxable.

SECTION 25. 71.05 (1) (c) 5. of the statutes is repealed.

SECTION 26. 71.10 (5e) of the statutes is repealed.

SECTION 27. 71.10 (5s) (c) of the statutes is amended to read:

71.10 **(5s)** (c) Beginning in September 2014, based on the amounts certified by the secretary of revenue in August or September 2013, and 2014, as specified in subs. (5) (h), ~~(5e) (h)~~, (5f) (h), (5g) (h), (5h) (h), (5i) (h), (5j) (h), (5k) (h), (5km) (h), and (5m) (h), and for every 2-year period thereafter, the secretary of revenue shall rank the checkoffs based on the total amount of designations received for each checkoff for each 2-year period. For each 2-year period, beginning with 2014, the secretary of revenue shall rank every checkoff that is created under this section.

SECTION 28. 71.10 (5s) (e) of the statutes is amended to read:

71.10 **(5s)** (e) For any taxable year that begins after December 31, 2014, individuals may not make a designation for any checkoff which did not generate at least an average of \$50,000 of designations per year over the most recent 3-year period as certified by the secretary of revenue under subs. (5) (h) 3., ~~(5e) (h) 2.~~, (5f) (h) 2., (5fm) (h) 2., (5g) (h) 2., (5i) (h) 2., (5j) (h) 2., (5k) (h) 2., (5km) (h) 2., and (5m) (h) 2. Once a checkoff is affected by this paragraph, no further checkoffs may be designated to that checkoff in any taxable year.

SECTION 29. 71.26 (1) (bm) of the statutes is amended to read:

71.26 **(1)** (bm) *Certain local districts.* Income of a local exposition district created under subch. II of ch. 229, a local professional baseball park district created under subch. III of ch. 229, ~~a local professional football stadium district created~~

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1 ~~under subch. IV of ch. 229,~~ or a local cultural arts district created under subch. V of
2 ch. 229.

3 **SECTION 30.** 77.54 (45) of the statutes is amended to read:

4 77.54 (45) The sales price from the sale of and the use or other consumption
5 of a onetime license or similar right to purchase admission to professional football
6 games at a football stadium, as defined in s. 229.821 (6), 2019 stats., that is granted
7 by a municipality; ~~a local professional football stadium district;~~ or a professional
8 football team or related party, as defined in s. 229.821 (12), 2019 stats.; if the person
9 who buys the license or right is entitled, at the time the license or right is transferred
10 to the person, to purchase admission to at least 3 professional football games in this
11 state during one football season.

12 **SECTION 31.** 77.706 of the statutes is repealed.

13 **SECTION 32.** 77.707 (1) of the statutes is renumbered 77.707.

14 **SECTION 33.** 77.707 (2) of the statutes is repealed.

15 **SECTION 34.** 77.71 (intro.) of the statutes is amended to read:

16 **77.71 Imposition of county and special district sales and use taxes.**

17 (intro.) Whenever a county sales and use tax ordinance is adopted under s. 77.70 or
18 a special district resolution is adopted under s. 77.705 ~~or 77.706~~, the following taxes
19 are imposed:

20 **SECTION 35.** 77.71 (1) of the statutes is amended to read:

21 77.71 (1) For the privilege of selling, licensing, leasing, or renting tangible
22 personal property and the items, property, and goods specified under s. 77.52 (1) (b),
23 (c), and (d), and for the privilege of selling, licensing, performing, or furnishing
24 services a sales tax is imposed upon retailers at the rates under s. 77.70 in the case
25 of a county tax or at the rate under s. 77.705 ~~or 77.706~~ in the case of a special district

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1 tax of the sales price from the sale, license, lease, or rental of tangible personal
2 property and the items, property, and goods specified under s. 77.52 (1) (b), (c), and
3 (d), except property taxed under sub. (4), sold, licensed, leased, or rented at retail in
4 the county or special district, or from selling, licensing, performing, or furnishing
5 services described under s. 77.52 (2) in the county or special district.

6 **SECTION 36.** 77.71 (2) of the statutes is amended to read:

7 77.71 (2) An excise tax is imposed at the rates under s. 77.70 in the case of a
8 county tax or at the rate under s. 77.705 ~~or 77.706~~ in the case of a special district tax
9 of the purchase price upon every person storing, using, or otherwise consuming in
10 the county or special district tangible personal property, or items, property, or goods
11 specified under s. 77.52 (1) (b), (c), or (d), or services if the tangible personal property,
12 item, property, good, or service is subject to the state use tax under s. 77.53, except
13 that a receipt indicating that the tax under sub. (1), (3), (4), or (5) has been paid
14 relieves the buyer of liability for the tax under this subsection and except that if the
15 buyer has paid a similar local tax in another state on a purchase of the same tangible
16 personal property, item, property, good, or service that tax shall be credited against
17 the tax under this subsection and except that for motor vehicles that are used for a
18 purpose in addition to retention, demonstration, or display while held for sale in the
19 regular course of business by a dealer the tax under this subsection is imposed not
20 on the purchase price but on the amount under s. 77.53 (1m).

21 **SECTION 37.** 77.71 (3) of the statutes is amended to read:

22 77.71 (3) An excise tax is imposed upon a contractor engaged in construction
23 activities within the county or special district at the rates under s. 77.70 in the case
24 of a county tax or at the rate under s. 77.705 ~~or 77.706~~ in the case of a special district
25 tax of the purchase price of tangible personal property or items, property, or goods

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1 under s. 77.52 (1) (b), (c), or (d) that are used in constructing, altering, repairing, or
2 improving real property and that became a component part of real property in that
3 county or special district, except that if the contractor has paid the sales tax of a
4 county or special district in this state on that tangible personal property, item,
5 property, or good, or has paid a similar local sales tax in another state on a purchase
6 of the same tangible personal property, item, property, or good, that tax shall be
7 credited against the tax under this subsection.

8 **SECTION 38.** 77.71 (4) of the statutes is amended to read:

9 77.71 (4) An excise tax is imposed at the rates under s. 77.70 in the case of a
10 county tax or at the rate under s. 77.705 ~~or 77.706~~ in the case of a special district tax
11 of the purchase price upon every person storing, using, or otherwise consuming a
12 motor vehicle, boat, recreational vehicle, as defined in s. 340.01 (48r), or aircraft if
13 that property must be registered or titled with this state and if that property is to be
14 customarily kept in a county that has in effect an ordinance under s. 77.70 or in a
15 special district that has in effect a resolution under s. 77.705 ~~or 77.706~~, except that
16 if the buyer has paid a similar local sales tax in another state on a purchase of the
17 same property, that tax shall be credited against the tax under this subsection. The
18 lease or rental of a motor vehicle, boat, recreational vehicle, as defined in s. 340.01
19 (48r), or aircraft is not taxed under this subsection if the lease or rental does not
20 require recurring periodic payments.

21 **SECTION 39.** 77.71 (5) of the statutes is amended to read:

22 77.71 (5) An excise tax is imposed on the purchase price for the lease or rental
23 of a motor vehicle, boat, recreational vehicle, as defined in s. 340.01 (48r), or aircraft
24 at the rates under s. 77.70 in the case of a county tax or at the rate under s. 77.705
25 ~~or 77.706~~ in the case of a special district tax upon every person storing, using, or

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1 otherwise consuming in the county or special district the motor vehicle, boat,
2 recreational vehicle, as defined in s. 340.01 (48r), or aircraft if that property must be
3 registered or titled with this state and if the lease or rental does not require recurring
4 periodic payments, except that a receipt indicating that the tax under sub. (1) had
5 been paid relieves the purchaser of liability for the tax under this subsection and
6 except that if the purchaser has paid a similar local tax in another state on the same
7 lease or rental of such motor vehicle, boat, recreational vehicle, as defined in s. 340.01
8 (48r), or aircraft, that tax shall be credited against the tax under this subsection.

9 **SECTION 40.** 77.76 (3p) of the statutes is repealed.

10 **SECTION 41.** 77.76 (4) of the statutes is amended to read:

11 77.76 (4) There shall be retained by the state 1.5 percent of the taxes collected
12 for taxes imposed by special districts under ss. s. 77.705 and 77.706 and 1.75 percent
13 of the taxes collected for taxes imposed by counties under s. 77.70 to cover costs
14 incurred by the state in administering, enforcing, and collecting the tax. All interest
15 and penalties collected shall be deposited and retained by this state in the general
16 fund.

17 **SECTION 42.** 77.76 (5) of the statutes is repealed.

18 **SECTION 43.** 77.76 (6) (a) of the statutes is amended to read:

19 77.76 (6) (a) If the local professional baseball park district receives from the
20 department any of the taxes reported for the district under s. 77.705 following the
21 termination date under s. 77.707 (1), excluding taxes reported to the department
22 before the termination date, that the department paid to the district, the district
23 shall return those taxes to the department, in the manner prescribed by the
24 department, so that the department may distribute the taxes based on the
25 population of each county that is part of the district.

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SECTION 44. 77.76 (6) (b) of the statutes is amended to read:

77.76 **(6)** (b) The department shall distribute, as provided under par. (a), the taxes reported for the district under s. 77.705 following the termination date under s. 77.707 ~~(1)~~, including the amounts returned under par. (a), no later than the date that is 8 months after the termination date. The department shall distribute, as provided under par. (a), any additional amounts reported for the district under s. 77.705 after the date that is 6 months after the termination date, and amounts due as a result of an audit determination, annually beginning on the first day of the first month that is 7 months after the termination date, and on the first day of that month in each year thereafter.

SECTION 45. 77.76 (6) (c) of the statutes is amended to read:

77.76 **(6)** (c) Each county that receives revenue under s. 77.707 ~~(1)~~ and pars. (a) and (b) shall deposit the revenue into a segregated account established and controlled by the county to use only for property tax relief, public safety, parks and recreation, or economic development.

SECTION 46. 85.605 of the statutes is repealed.

SECTION 47. 219.09 (1) (d) of the statutes is repealed.

SECTION 48. 229.68 (intro.) of the statutes is amended to read:

229.68 Powers of a district. (intro.) A district has all of the powers necessary or convenient to carry out the purposes and provisions of this subchapter, except that it may not incur any new obligations after the date on which the district may no longer collect the tax under s. 77.707 ~~(1)~~, if such an obligation could not be paid out of the district's revenues or assets once the tax under s. 77.707 ~~(1)~~ is no longer collected. The district may not incur costs or any obligations for signage related to

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1 a change in naming rights for the baseball park facilities. In addition to all other
2 powers granted by this subchapter, a district may do all of the following:

3 **SECTION 49.** Subchapter IV of chapter 229 [precedes 229.820] of the statutes
4 is repealed.

5 **SECTION 50.** 341.14 (6r) (c) of the statutes is amended to read:

6 341.14 **(6r)** (c) Special group plates shall display the word “Wisconsin”, the
7 name of the applicable authorized special group, a symbol representing the special
8 group, not exceeding one position, and identifying letters or numbers or both, not
9 exceeding 7 positions and not less than one position. Except as provided in this
10 paragraph, the department shall specify the design for special group plates, but the
11 department shall consult the president of the University of Wisconsin System before
12 specifying the word or symbol used to identify the special groups under par. (f) 35.
13 to 47., the secretary of natural resources before specifying the word or symbol used
14 to identify the special groups under par. (f) 50. and 59., the chief executive officer of
15 the professional football team and an authorized representative of the league of
16 professional football teams described in s. 229.823, 2019 stats., to which that team
17 belongs before specifying the design for the applicable special group plate under par.
18 (f) 55., the chief trademark officer of Harley-Davidson Michigan, LLC before
19 specifying the design for the applicable special group plate under par. (f) 61r., the
20 department of veterans affairs before specifying the design for the special group
21 plates under par. (f) 49d., 49h., and 49s., the department of tourism and chief
22 executive officer of the organization specified in par. (f) 55m. before specifying the
23 design and word or symbol used to identify the special group name for special group
24 plates under par. (f) 55m., and the Three Harbors Council, Boy Scouts of America
25 NESA License Committee before specifying the designs for the initial special group

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1 plate under par. (f) 66. Special group plates under par. (f) 50. shall be as similar as
2 possible to regular registration plates in color and design. Special group plates
3 issued under par. (f) 62. shall display the words “In God We Trust”. The department
4 shall make available 2 designs for the special group plates under par. (f) 60. The
5 department may not specify any design for the special group plates under par. (f) 60.
6 unless the design is approved by the executive vice president of the Milwaukee
7 Brewers Baseball Club LP. The department may not specify any design for the
8 special group plates under par. (f) 65. unless the design is approved by the president
9 of the Milwaukee Bucks. The word or symbol used to identify the special group under
10 par. (f) 59. shall be different from the word or symbol used to identify the special
11 group under par. (f) 50. and the design shall cover the entire plate. Special group
12 plates under par. (f) 61m. shall display a logo or image of the lion associated with the
13 Lions Clubs International. Special group plates under par. (f) 61r. shall display a bar
14 and shield logo associated with Harley-Davidson, Inc., on the left portion of the
15 plates and the words “share the road” on the bottom portion of the plates. Special
16 group plates under par. (f) 63. shall display the words “Trout Unlimited.” Special
17 group plates under par. (f) 65m. shall display the words “Help Cure Childhood
18 Cancer” in purple lettering and a symbol comprised of a purple handprint
19 superimposed upon a red heart superimposed upon a gold ribbon. Special group
20 plates under par. (f) 66. shall display the words “Scouting Alumni” and, at the option
21 of the vehicle owner, either a logo or symbol associated with the Boy Scouts of
22 America or a logo or symbol associated with the Eagle Scouts. Special group plates
23 under par. (f) 67. shall display a logo or symbol associated with Whitetails Unlimited.
24 Special group plates under par. (f) 68. shall display a logo or symbol associated with
25 the Wisconsin Rocky Mountain Elk Foundation. Special group plates under par. (f)

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69. shall display the words “Nurses Change Lives” and an image of a heart partially encircled by a stethoscope. Notwithstanding par. (e), special group plates under par. (f) 33m. and 48m. shall be the same color and design that was specified by the department for special group plates under par. (f) 33. and 48., respectively, immediately prior to January 1, 2007. The design for special group plates under par. (f) 33. and 48. shall be different from the design of special group plates under par. (f) 33m. and 48m., respectively.

SECTION 51. 341.14 (6r) (f) 55. of the statutes is amended to read:

341.14 **(6r)** (f) 55. Persons interested in expressing their support of a professional football team, as described in s. 229.823, 2019 stats., whose home stadium, as defined in s. 229.821 (8), 2019 stats., is in this state.

SECTION 52. 779.14 (1m) (d) 2. b. of the statutes is amended to read:

779.14 **(1m)** (d) 2. b. ~~Except as provided in sub. (4), the~~ The contract shall require the prime contractor to provide a payment and performance bond meeting the requirements of par. (e), unless the public body authorized to enter into the contract allows the prime contractor to substitute a different payment assurance for the payment and performance bond. The public body may allow a prime contractor to substitute a different payment and performance assurance for the payment and performance bond only if the substituted payment and performance assurance is for an amount at least equal to the contract price and is in the form of a bond, an irrevocable letter of credit or an escrow account acceptable to the public body. The public body shall establish written standards under this subd. 2. b. governing when a different payment and performance assurance may be substituted for a payment and performance bond under par. (e).

SECTION 53. 779.14 (1m) (d) 3. of the statutes is amended to read:

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1 779.14 (1m) (d) 3. ~~Except as provided in sub. (4), in~~ In the case of a contract with
2 a contract price exceeding \$148,000 the contract shall require the prime contractor
3 to obtain a payment and performance bond meeting the requirements under par. (e).

4 **SECTION 54.** 779.14 (4) of the statutes is repealed.

5 **SECTION 55. Nonstatutory provisions.**

6 (1) ABOLITION OF LOCAL PROFESSIONAL FOOTBALL STADIUM DISTRICT.

7 (a) *Football stadium facilities.* No earlier than August 15, 2022, and no later
8 than September 15, 2022, each local professional football stadium district created
9 under subch. IV of ch. 229, 2019 stats., shall transfer all interests in football stadium
10 facilities, as defined in s. 229.821 (7), 2019 stats., to the city of Green Bay.

11 (b) *Tangible personal property.* On the date that the transfer under par. (a)
12 occurs, each local professional football stadium district created under subch. IV of ch.
13 229, 2019 stats., shall transfer all tangible personal property, including records, not
14 liquidated under par. (f) to the city of Green Bay.

15 (c) *Maintenance and operating cost fund.* On the date that the transfer under
16 par. (a) occurs, notwithstanding s. 229.8257, 2019 stats., each local professional
17 football stadium district created under subch. IV of ch. 229, 2019 stats., shall transfer
18 any moneys in a football stadium facility maintenance and operating cost fund
19 established under s. 229.8257, 2019 stats., to the city of Green Bay. On the date that
20 the transfer under this paragraph occurs, any contractual obligations related to the
21 moneys transferred under this paragraph become the obligations of the city of Green
22 Bay.

23 (d) *Assets and liabilities.* On the date that the transfer under par. (a) occurs,
24 the assets and liabilities of each local professional football stadium district created

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1 under subch. IV of ch. 229, 2019 stats., not liquidated under par. (f) become the assets
2 and liabilities of the the city of Green Bay.

3 (e) *Contracts*. On the date that the transfer under par. (a) occurs, all contracts
4 entered into by any local professional football stadium district created under subch.
5 IV of ch. 229, 2019 stats., that are in effect remain in effect and are transferred to the
6 city of Green Bay. The city of Green Bay shall carry out any contractual obligations
7 under such a contract until the contract is modified or rescinded by the city to the
8 extent allowed under the contract.

9 (f) *Liquidation*.

10 1. Except as provided in subd. 2. and pars. (a) and (c), no earlier than July 15,
11 2022, and no later than August 15, 2022, each local professional stadium district
12 created under subch. IV of ch. 229, 2019 stats., shall sell or otherwise dispose of all
13 property owned by the district.

14 2. Upon agreement with city of Green Bay, the district may terminate the
15 liquidation of district property under subd. 1. once \$51,100,000 in proceeds have
16 been obtained.

17 (g) *Distribution of proceeds*. No earlier than July 15, 2022, and no later than
18 August 15, 2022, from the proceeds of sales under par. (f), each local professional
19 stadium district created under subch. IV of ch. 229, 2019 stats., shall make the
20 following distributions in the following order of priority:

21 1. \$42,600,000 to Brown County. Brown County shall distribute that amount
22 by mail to owners of a principal dwelling in Brown County to which the lottery and
23 gaming credit under s. 79.10 (5) has been allocated as of November 22, 2021. The
24 department of revenue shall provide to the county a sortable, electronic file
25 indicating the names and addresses of all property owners eligible to receive a

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1 payment under this subdivision. Each such property owner shall receive an equal
2 share of the amount distributed under this subdivision. Brown County shall
3 distribute the moneys, less the amount retained for administrative, printing, and
4 mailing expenses not to exceed \$100,000, during the period beginning on September
5 15, 2022, and ending on October 15, 2022.

6 2. \$3,000,000 to the village of Ashwaubenon for roadway and infrastructure
7 projects. The village of Ashwaubenon shall expend all moneys distributed under this
8 subdivision for projects related to arterial or collector roadways or utility
9 infrastructure, including any related aesthetic improvements, located within 2 miles
10 of Lambeau Field or any parcel located in the Titledown District. The village of
11 Ashwaubenon shall select the projects under this subdivision not later than 48
12 months after the effective date of this subdivision. The village of Ashwaubenon shall
13 transfer any moneys not expended within 92 months after the effective date of this
14 subdivision to Brown County for use for roadway projects.

15 3. \$3,000,000 to Brown County. Brown County shall expend all moneys
16 distributed under this subdivision for projects related to arterial or collector
17 roadways or utility infrastructure, including any related aesthetic improvements,
18 located within 2 miles of Lambeau Field or any parcel located in the Titledown
19 District. Brown County shall select the projects under this subdivision not later than
20 48 months after the effective date of this subdivision and shall expend all moneys
21 under this subdivision not later than 92 months after the effective date of this
22 subdivision. Brown County shall transfer any moneys not expended within 92
23 months after the effective date of this subdivision to the city of Green Bay for use for
24 roadway projects.

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1 4. Upon being notified by the Greater Green Bay Chamber that it has entered
2 into an agreement with the city of Green Bay under this subdivision, \$1,250,000 to
3 the Greater Green Bay Chamber. The agreement shall require the Greater Green
4 Bay Chamber as a condition of receiving the distribution under this subdivision to
5 agree to use the distributed amounts for small business development purposes,
6 including small business support grants. Under this subdivision, “small business”
7 means a business that employs fewer than 50 full-time equivalent employees.

8 5. Upon being notified by the Greater Green Bay Community Foundation that
9 it has entered into an agreement with the city of Green Bay under this subdivision,
10 \$1,250,000 to the Greater Green Bay Community Foundation. The agreement shall
11 require the Greater Green Bay Community Foundation as a condition of receiving
12 the distribution under this subdivision to agree to use the distributed amounts for
13 outdoor public art grants as provided in this subdivision. Grants under this
14 subdivision may not exceed \$32,000. Grants under this subdivision may only be
15 made to any of the following that is located in Brown County: a village, city, business
16 improvement district, neighborhood association established prior to 2021, or
17 nonstock, nonprofit corporation that is described under section 501 (c) (3) or (4) of the
18 Internal Revenue Code. No grant may be made to a nonstock, nonprofit corporation
19 that is described under section 501 (c) (3) or (4) of the Internal Revenue Code unless
20 the corporation is domiciled and headquartered in Brown County and the domicile
21 and headquarters are verified by an internal revenue service determination letter.
22 Priority shall be given to applications for grants relating to projects or programs
23 located on publicly owned property or on parcels adjacent to public parks. No more
24 than 4 grants under this subdivision may be awarded to applicants located in a
25 particular village or city. No applicant may be awarded more than one grant, except

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1 that an applicant that is a village or city may be awarded not more than 2 grants.
2 The Greater Green Bay Community Foundation shall determine and publicly
3 announce the grant awards under this subdivision between October 31, 2022, and
4 December 15, 2022, and shall distribute the grants no later than December 31, 2022.
5 The Greater Green Bay Community Foundation may retain an amount of the
6 distribution under this subdivision for administering the grant program that is not
7 greater than the foundation would charge for the administration of an equivalent
8 program.

9 **SECTION 56. Effective date.** This act takes effect on September 16, 2022,
10 except as follows:

11 (1) The creation of s. 62.40 (1) to (3) and SECTION 55 (1) take effect on the day
12 after publication.

13 (END)



DAVID STEFFEN

STATE REPRESENTATIVE • 4TH ASSEMBLY DISTRICT

FAQ - Stadium District Board Bill

Frequently asked questions answered by Representative Steffen

1. What is the Stadium District?

Not to be confused with the area surrounding Lambeau Field, the Stadium District is an abbreviation for the Stadium District Board of Directors. The Stadium District is a temporary government program made up of 7 appointed Brown County residents. These individuals serve as the District Board Members, and were charged to oversee the 3-year, \$285 million Lambeau Field Redevelopment project that concluded in 2003.

2. You have referred to the Stadium District as a "statutory artifact." What does that mean in relation to your proposed bill?

In 1999, the State Legislature passed a bill to create a temporary government program to manage the redevelopment of Lambeau Field. The bill identified three specific responsibilities of this temporary government program, commonly referred to as the Stadium District:

1. Oversee the 2000-2003 Lambeau Field redevelopment
2. Administer the related half-cent, Brown County sales tax
3. Pay off the loans related to the redevelopment project

All three of these objectives were complete as of 2015. As the Stadium District was created by law to meet these three specific objectives, the Stadium District should have been dissolved when that purpose was accomplished.

3. Okay, so the Stadium District no longer has a statutory mission or legal purpose. Why does that matter?

When a statutory mission is fulfilled by a temporary government program, it should either dissolve or seek statutory continuation. All of the objectives of this program were

completed 6 years ago. If the Stadium District wishes to continue as a governing board, they need to go through the legislative approval process and provide a new purpose for their continued existence.

4. Can you refresh my memory on what the public was promised during the 2000 referendum? Is it possible that the District's permanency was promised then?

In 2000, the Green Bay Packers hired me for the specific purpose of communicating the intent and value of the stadium redevelopment. As a contributing author of every ad and piece of referendum literature, I am fully aware of the purpose, focus, and promise associated with the 2000 referendum. The commitment between the Green Bay Packers and the citizens of Brown County was solely tied to restoring the Green Bay Packers to financial stability through a very specific \$295 million stadium construction project. This purpose and promise are clearly reflected in the two primary education pieces the Packers distributed to the public (attached) in 2000, and was also the core, shared belief of the legislation's author and the Green Bay Packers.

5. Did you receive assistance in drafting this proposal?

Yes. I've spent six months collaborating with legislative attorneys, tax experts, accountants, property management companies, and individuals with expertise in NFL and stadium economics.

6. If the Stadium District is dissolved and maintenance responsibility is transferred back to the City of Green Bay, I'm concerned about the stadium not being maintained to its current level. It is a beautiful structure, and I don't want to see it fall into disrepair. What will you do to address this concern?

Lambeau Field always has been, and always will be, a source of community pride. I assure you this a priority for me. My proposed bill includes a requirement to uphold the current level of maintenance and aesthetic beauty. All maintenance is currently handled by an independent maintenance management company with national facility experts. I will require, through law, the city of Green Bay to continue with this level of oversight and attention. It is also important to remember that the Packers have agreed to pay for expenses and responsibilities not handled by the taxpayers.

7. What are the benefits of having the City of Green Bay oversee Lambeau Field instead of the District?

First, it will cost less. The District hires three part-time administrative staff, whereas the city of Green Bay already has staff on the payroll to handle this responsibly. Second, the Green Bay government works every week. The District meets just four afternoons a year. This means additional attention and oversight of Lambeau Field. Third, and most importantly, the city of Green Bay has extensive legal requirements relating to transparency and public funds handling. The District board does not have the same structure and operates without direct review of expenditures of the public's money.

8. If this legislation passed, would Lambeau Field still be owned by "the public"?

Yes. Lambeau Field has been the property of Green Bay since it was constructed in 1956 and it will remain Green Bay's property.

9. Will this legislation cost the Green Bay Packers more money than the current arrangement?

No. This proposed legislation has no financial impact on the Green Bay Packers.

10. Your proposal would return the majority of the \$81 million of the District's bank account to the people of Brown County. Why not just turn it all over to the local governments?

Through my 2015 legislation relating to the Lambeau Field sales tax, \$17.3 million has already been returned to our local and county governments. Because the residents (not the municipalities) paid the tax, I believe it's time for people to get some of that money back too.

11. Other than the \$700 refund check, would I see any other immediate changes?

Other than the refund, there will be very few noticeable immediate impacts for the public. While my proposal does include a series of lower-dollar allocations of the \$81 million for Lambeau Field area infrastructure, small business assistance, tourism, and public beautification programs, most of the money will not be available for another 10 years. This is because the majority of the funds and revenue generating streams will be

dedicated to Lambeau Field maintenance through 2031. At this point, the lease dictates that the Packers assume a greater share of financial responsibility for Lambeau Field.

12. Will Green Bay be able to cover the Lambeau Field maintenance costs?

Absolutely. The city will immediately receive millions in Stadium District reserves and control the various on-going Lambeau Field revenue streams. Over the remaining years of the lease, the city will generate a minimum of \$230 million in revenue, while incurring \$115 million - \$118 million in lease-directed stadium maintenance expenses. This means the city will net a minimum of \$100 million to use for other city priorities.

13. I am concerned with Green Bay's decisions on spending taxpayer dollars. Does your legislation address this concern?

Yes. The top concern I received from Brown County residents is this issue. Based on this input, my proposal will be modified to include specific requirements on how Green Bay can use the money. If my bill passes, the law will require the new revenue to be used for the following purposes: road repairs and upgrades, law enforcement, taxable economic development, and additional tax relief checks for Green Bay residents.



DAVID STEFFEN

STATE REPRESENTATIVE • 4TH ASSEMBLY DISTRICT

Lambeau Field Stadium District Closure Bill

“Nothing is so permanent as a temporary government program.”

— Milton Friedman

LEGISLATIVE GOALS

1. Eliminate a statutorily extinct government program.
(No mission-related function for Stadium District since 2015)
2. Ensure greater oversight and transparency of public funds to the level expected by taxpayers.
3. Return another tax over-payment to the residents of Brown County.

BILL HIGHLIGHTS

1. Permanently decommission the Stadium District effective September 15, 2022.
2. \$700 refund checks to Brown County homeowners 30 days after District closure.
3. Transfer Lambeau Field responsibilities and revenues to the city of Green Bay.
4. Provide \$3 million to both the Village of Ashwaubenon and Brown County for roadway improvements.
5. Inject \$2.5 million into Brown County’s small businesses and community projects.

BILL DETAILS

ONE-TIME TRANSFER OF FINANCIAL ASSETS

1. Transfer District assets as prescribed below between 07/15/22 and 08/15/22:

RECIPIENT	AMOUNT	PURPOSE
B.C. Taxpayers	\$42.6M	One-time checks (\$700) to homeowners

Ashwaubenon	\$3.0M	Infrastructure related investments near Lambeau Field
Brown County	\$3.0M	Infrastructure related investments near Lambeau Field
GB Chamber of Commerce	\$1.25M	Brown County small business grants and programs
The Greater GB Community Fdn.	\$1.25M	Community outdoor public art grants
Green Bay	\$18M (est.)	Remaining balance of District's redeemed investments Note: Revenue dedicated to stadium maintenance

FUTURE REVENUE GENERATING PROGRAMS

Transfer District's ongoing revenue generating programs and authority as outlined below:

RECIPIENT	ANNUAL REV. EST.	PURPOSE
Green Bay	\$10M	Packers Ticket Tax: Funds generated shall be dedicated to Lambeau Field operations and maintenance expenses. Note: The \$10M amount reflects estimated revenue increase from a 17 th Packers game and well below average ticket price increases over remaining 20 years of lease. Packers ticket increase 2006-2021: 121%
Green Bay	\$400K	License Plate Program: Revenue shall be dedicated to Lambeau Field and adjacent infrastructure
Green Bay	\$200K	Special Events: Revenue dedicated to Lambeau Field operations and maintenance expenses of Lambeau Field and/or public safety, physical infrastructure, and aesthetic improvements near Lambeau Field.
Discover GB	\$50K	Brick/Tile Sales: Greater GB Convention and Visitors Bureau

DISTRICT CLOSURE PROVISION

The District shall be formally and fully decommissioned and all un-itemized responsibilities, assets, rights and claims of ownership shall be conveyed to the city of Green Bay no earlier than August 16, 2022 and no later than September 15, 2022.

FINANCIAL SUMMMARY

Refund to taxpayers \$42.6 million (\$700/household)

New revenue for Green Bay

(\$10.0M ticket tax + \$200K events + \$400K license rev.

x 20 yrs remaining in Lease + \$18M District investment transfer) \$212 million

Note #1: GB's est. stadium maintenance obligations: \$115M - \$118M

Note: #2: Excess city of GB revenue (\$130M+) is dedicated to law enforcement, road repairs and property tax relief options.

New revenue for Ashwaubenon \$3 million

New revenue for Brown County \$3 million

Countywide small business development (GB Chamber) \$1.25 million

Countywide outdoor aesthetic improvements (Community Foundation) \$1.25 million

Lambeau Field/Expo area tourism generation programs (Discover GB) \$950,000

BILL TIMELINES

Bill enactment (estimate)	04.15.22
Liquidation of district assets	07.15.22 – 08.15.22
Transfer remaining interest to city of GB	08.16.22 – 09.15.22
District Closure	09.15.22
Taxpayer reimbursement checks sent	09.15.22 – 10.15.22
Comm. Fdn. determinations	10.31.22 – 12.15.22
Comm. Fdn. grant checks deadline	12.31.22

PUBLIC IMPUT SURVEY

Rep. Steffen invited Brown County residents to complete an on-line survey to communicate their thoughts on this proposal. **The survey generated substantial interest and indicated that 64% of responding Brown County residents support the bill, 29% opposed, and 7% neutral.** The public's comments were incorporated into the amended legislation to better meet the community's expectations.

“Nothing is so permanent as a temporary government program.” – Milton Friedman

In 2000, the Wisconsin State Legislature created a government entity called the Green Bay/Brown County Professional Football Stadium District to oversee the \$300 million redevelopment of Lambeau Field. This government program had three statutory purposes: 1. Oversee the construction efforts relating to the 2001-2003 Lambeau Field redevelopment; 2. Manage the 0.5% sales tax enacted via a county referendum; and 3. Pay the bonds associated with the project. By 2015, all three of these statutory directives were completed.

Unfortunately but expectedly, this government program failed to close itself down. Without a mission, the district decided to “reimagine” its purpose, and direct its powers and resources to other objectives not approved by the legislature or the people of Brown County.

While it may not appear to be a legislative priority to terminate a little known government entity like this, it is actually quite important for the people of Brown County for the following 3 reasons:

1. The unauthorized mission-creep of this government entity (or any government) should always be prevented. Certainly, the Stadium District may pursue legislative authorization to modify its mission, but to extend its lifespan and purpose beyond legislative intent is inappropriate.
2. The Stadium District has been fraught with poor board oversight and transparency since its statutory mission was completed in 2015. Malaise and malignance often fill the vacuum of an unattended, under-monitored government program. This is certainly true of the Stadium District.
3. The Stadium District will generate in excess of \$200 million in ticket tax revenue over the next 20 years. As the District’s 7-member appointed board is not accountable to the voters and is existing without an authorized mission, it is concerning that these enormous resources will not be directed to the priorities of the people.

LRB 4531 addresses these three concerns by:

1. Eliminating the Stadium District, and transferring its authorities and responsibilities to the stadium’s owner, the city of Green Bay. Municipalities have a robust and proven mechanism for oversight and transparency that is not found with the Stadium District.
2. Guaranteeing full funding of Lambeau Field maintenance expenses as outlined in the stadium lease with the Green Bay Packers (est. \$115 million).
3. Mandating the city of Green Bay’s use of the non-stadium maintenance resources (\$115 million) to:
 - Law enforcement officer pay and recruitment bonuses and GBPD equipment and facility upgrades.
 - Accelerated road repairs of crumbling, primary city corridors.
 - Targeted, taxable economic development around Lambeau Field and the Fox River.

- A \$700 tax refund check to every homeowner in Brown County (\$42.6 million).
- Provide targeted resources (\$9.25 million) to the Village of Ashwaubenon, Brown County, Green Bay Convention and Visitors Bureau, small business development programs, and community beautification projects throughout Brown County.

A few important end notes:

1. There are no state or federal tax dollars involved with or impacted by this legislation.
2. The Green Bay Packers, as the sole tenant of Lambeau Field, are financially held harmless under this bill. The Packers will not pay an additional penny as a result of this legislation.
3. The “secret sauce” of Lambeau Field’s stellar maintenance record is the contracting of private sector, large-facility management experts to direct the upkeep and repairs. Under this bill, the city of Green Bay is mandated to retain the current firm (or an alternate firm) to ensure the same level of maintenance of our community’s showpiece is continued.

Please see the additional supporting summary documents to assist with your understanding of this issue, as well as the financials and timelines.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # P.2

To receive and place on file the City of Green Bay's 10-33 program inventory.

BACKGROUND

New items are in green and the items that are going to be returned are in yellow. For your reference, the truck/multistep delivery is a retired Air Force Truck that we now use for the SWAT team and the unmanned vehicle/ground is a robot that we also use on the SWAT team.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Copy of 1033 Inventory

ITEM NAME	QTY	UNIT COST	TOTAL VALUE	SN	SHIP DATE
RIFLE,5.56 MILLIMETER	1	\$ 499	\$ 499	5438284	April 30, 1996
RIFLE,5.56 MILLIMETER	1	\$ 499	\$ 499	5439375	April 30, 1996
RIFLE,5.56 MILLIMETER	1	\$ 499	\$ 499	5440555	April 30, 1996
RIFLE,7.62 MILLIMETER	1	\$ 138	\$ 138	1038191	November 17, 2006
RIFLE,7.62 MILLIMETER	1	\$ 138	\$ 138	1243683	November 17, 2006
RIFLE,7.62 MILLIMETER	1	\$ 138	\$ 138	855711	November 17, 2006
RIFLE,7.62 MILLIMETER	1	\$ 138	\$ 138	857636	November 17, 2006
RIFLE,7.62 MILLIMETER	1	\$ 138	\$ 138	861413	November 17, 2006
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	025880	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	026893	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	051003	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	051293	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	056917	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	059120	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	068379	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	228560	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	229472	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	234274	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	265740	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	306382	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	316519	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	4012646	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	4023317	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	4033138	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	4038777	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	4041942	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	4042531	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	4045751	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	4047227	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	4255452	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$ 120	\$ 120	4278629	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	10581410	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	1901244	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	4416523	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6294883	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6313202	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6313852	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6375124	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6376982	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6380244	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6381249	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6382830	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6383992	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6384000	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6386100	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6390316	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6393805	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6393842	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6421645	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6424477	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6482747	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6531810	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	6531813	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$ 749	\$ 749	7031047	November 19, 2014

RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7050587	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7229818	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7244659	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357394	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357395	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357397	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357398	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357401	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357457	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357468	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357560	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357594	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357629	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357633	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357652	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357681	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7357697	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7375461	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7394271	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7398126	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7455839	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$	749	\$	749	7455859	November 19, 2014
ADAPTER RAIL,WEAPON MOUNTED,M4	75	\$	81	\$	6,089	NULL	July 2, 2019
SIGHT,INFINITY	25	\$	687	\$	17,175	NULL	January 23, 2020
RANGE FINDER-TARGET DESIGNATOR,LASER	2	\$	73,929	\$	147,858	120088120092	July 11, 2019
SIGHT,REFLEX	10	\$	446	\$	4,460		August 8, 2019
UNMANNED VEHICLE,GROUND	1	\$	10,000	\$	10,000	1426	July 24, 2019
PACKBOT 510 WITH FASTAC REMOTELY CONT	1	\$	77,000	\$	77,000	26022008A	December 12, 2019
UNMANNED VEHICLE,GROUND	1	\$	53,375	\$	53,375	00294	August 27, 2020
DIVER'S SUIT	10	\$	1,100	\$	10,995		January 23, 2020
DIVER'S SUIT	10	\$	1,123	\$	11,228		January 23, 2020
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	11535	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	12961	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	13053	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	13055	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	13116	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	31719	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	32543	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	32749	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	32794	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	32819	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	32934	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	32939	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	32962	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	33183	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	33476	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	33537	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	33587	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	36365B	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	36394B	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	36553B	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	36555B	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	77755	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	78112	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	7995	November 20, 2017
NIGHT VISION GOGGLE	1	\$	3,578	\$	3,578	87588	November 20, 2017

NIGHT VISION GOGGLE	1	\$ 3,578	\$ 3,578	88596	November 20, 2017
NIGHT VISION GOGGLE	1	\$ 3,578	\$ 3,578	88746	November 20, 2017
NIGHT VISION GOGGLE	1	\$ 3,578	\$ 3,578	90117	November 20, 2017
NIGHT VISION GOGGLE	1	\$ 3,578	\$ 3,578	90129	November 20, 2017
NIGHT VISION GOGGLE	1	\$ 3,578	\$ 3,578	90131	November 20, 2017
TELESCOPE, NON-INVERTING INFRARED	1	\$ 1,594	\$ 1,594	34323	January 19, 2017
TELESCOPE, NON-INVERTING INFRARED	1	\$ 1,594	\$ 1,594	34348	January 19, 2017
TELESCOPE, NON-INVERTING INFRARED	1	\$ 1,594	\$ 1,594	34370	January 19, 2017
TELESCOPE, NON-INVERTING INFRARED	1	\$ 1,594	\$ 1,594	34380	January 19, 2017
TELESCOPE, NON-INVERTING INFRARED	1	\$ 1,594	\$ 1,594	34735	January 19, 2017
TELESCOPE, NON-INVERTING INFRARED	1	\$ 1,594	\$ 1,594	34949	January 19, 2017
ILLUMINATOR, INTEGRATED, SMALL ARMS	47	\$ 870	\$ 40,890		November 14, 2017
VIEWER, NIGHT VISION	6	\$ 19,038	\$ 152,307		March 13, 2019
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$ 8,795	\$ 8,795	0173D	July 31, 2019
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$ 8,795	\$ 8,795	20444	July 31, 2019
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$ 8,795	\$ 8,795	21470	July 31, 2019
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$ 8,795	\$ 8,795	23344	July 31, 2019
SIGHT, NIGHT VISION SNIPERSCOPE	1	\$ 8,795	\$ 8,795	23640	July 31, 2019
CAMERA SYSTEM, DIGITAL	1	\$ 17,254	\$ 17,254		January 23, 2020
VEST, REL, BA, XL, WDL	27	\$ 298	\$ 8,046		January 8, 2020
SIGHT, BORE, OPTICAL	4	\$ 865	\$ 3,460		December 21, 2020
GOGGLES, INDUSTRIAL	35	\$ 57	\$ 1,989		March 3, 2021
ALL TERRAIN VEHICLE	2	\$ 31,000	\$ 62,000		March 3, 2021
BOREScope	1	\$ 11,000	\$ 11,000		March 3, 2021
TRUCK, MULTISTOP DELIVERY	1	\$ 39,087	\$ 39,087		September 15, 2021
UNMANNED VEHICLE, GROUND	1	\$ 474,690	\$ 474,690		April 20, 2021



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # Q.1

To approve the request by TDS Metrocom, LLC for a 15'x20' Utility Easement at He-Nis-Ra Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. He-Nis-Ra Map 3
2. He-Nis-Ra Park Easement - TDS-City Revised-I.06
3. Exhibit A - TDS - Green Bay (South Point Rd) SIGNED

**CONVEYANCE OF NON-
EXCLUSIVE EASEMENT**

DOCUMENT NO.

This Conveyance of Non-Exclusive Easement (including exhibits hereto, this "Conveyance") is made as of the ____ day of _____, 2022 by the - _____, its successors and assigns ("Grantor").

WHEREAS, GRANTOR is the owner of that certain land located at 1810 South Point Road (Parcel # 6H-1186), otherwise known as He-Nis-Ra Park.

NOW, THEREFORE, for valuable consideration of One Dollar (1.00) and other good and valuable consideration, Grantor does hereby give, grant and convey to **TDS Metrocom, LLC**, its successors and assigns ("Grantee"), a "non-exclusive" easement upon, in, under, across, and along the Burdened Parcel ("Easement") to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables, wires, conduits, and for above ground equipment, and appurtenances for communication and/or other purposes under a portion of the certain real property described as follows:

See Exhibit A.

RETURN TO

PIN:

1. **Grantee** may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of electronic telecommunications cabinets, underground cables, wires, ducts and conduits, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems upon, in, under, over, across, and along an easement area Twenty (20) feet by Fifteen (15) feet, along those portions of the Burdened Parcel ("Easement Area") as more particularly described and depicted on Exhibit A.
2. **Grantee** shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted, and the right to cut down and control the future growth of all trees and brush which may, in Grantee's sole but reasonable judgment, interfere with Grantee's use of the Easement.
3. **Grantee** agrees that it will pay the reasonable value of actual physical damage done to the Burdened Parcel, arising at any time out of the exercise by it of the rights herein granted.
4. **Grantor** covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's successors and assigns.
5. **Grantor** agrees that all facilities consisting of poles, pedestals, underground cables and wires, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems, installed on or above the Burdened Parcel at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.
6. **Grantor** reserves for itself and its successor and assigns the right to use any portion of the Burdened Parcel, within or without the Easement Area, in any reasonable manner, provided such use does not interfere with or unduly inconvenience Grantee's full use and enjoyment of the Easement granted to Grantee herein.

7. **Grantor** covenants that they are the owners of the above described lands and has the authority to grant and execute this easement.
8. **Grantor** agrees to give ingress and egress rights to said driveway on property in install structure and maintain structure. No vehicle will be parked on driveway overnight.
9. **Grantee** will remove said structure and any other communication facilities, restore property to original condition and release land back to municipality if the use of the Easement is no longer needed.
10. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Grantee shall reimburse the Grantor, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Grantee employs other persons, firms, corporations or entities (sub-contractor), it shall be Grantee's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Easement.

TDS TELECOM USE ONLY

Company No.

Easement No.

Exchange No.

WBS Element:

DATED: _____

By _____ (SEAL)

[_____]

By _____ (SEAL)

[_____]

STATE OF WISCONSIN)
) SS.
County of)

On this day of _____ 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Signature of Notary

Printed Name of Notary

Notary Public _____ County,

My Commission Expires: _____, 20____

The instrument was drafted by: _____
Insertions by: _____

EXHIBIT "A"

LOCATED IN PART OF GOVERNMENT LOT 2 OF SECTION 31, TOWNSHIP 24 NORTH,
RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

LOT 1
CSM 7704
DOC# 2328068
V53 P65

AT&T EASEMENT
DOC# 2321139

NORTHEAST CORNER
S31 T24N R20E
FND CHISELED "X" IN ALUM CAP



Bearings are referenced to the
WISCRS, Brown County, NAD 83
(2011) and referenced to the East
Line of Government Lots 1 and 2
S31, T24N, R20E measured as
S00° 54' 34"E

PARCEL# 6H-1186
DOC# 660609

GOVERNMENT
LOT 2

15' X 20'
UTILITY
EASEMENT

N88° 25' 13"E
15.00'

POB

7.09'

20.00'

S01° 34' 47"E

20.00'

S88° 25' 13"W

15.00'

Legal Description for TDS Easement:

Located in part of Government Lot 2 of Section 31,
Township 24 North, Range 20 East, City of Green Bay,
Brown County, Wisconsin, more particularly described as
follows:

Commencing at the Northeast Quarter of said Section 31;
thence South 00 degrees 54 minutes 34 seconds East along
the East Line of Government Lots 1 and 2, a distance of
972.48 feet; thence South 88 degrees 25 minutes 13
seconds West, a distance of 7.09 feet to the West
Right-of-Way (ROW) Line of South Point Road and the Point
of Beginning; thence South 01 degrees 34 minutes 47
seconds East along said West ROW Line, a distance of
20.00 feet; thence South 88 degrees 25 minutes 13 seconds
West perpendicular to said West ROW Line, a distance of
15.00 feet; thence North 01 degrees 34 minutes 47 seconds
West parallel to said West ROW Line, a distance of 20.00
feet; thence North 88 degrees 25 minutes 13 seconds East
perpendicular to said West ROW Line, a distance of 15.00
feet to the Point of Beginning.

JANUARY 4, 2022

GRAPHIC SCALE

mi-TECH
Fond Du Lac • Green Bay • Madison • New Berlin
800.465.8050

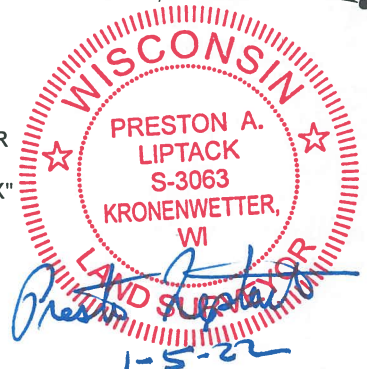


1 inch = 20 ft.

- LEGEND**
- GOVERNMENT CORNER
 - FD 0.75" O.D. IRON BAR
 - COMPUTED POINT
 - △ SET 3/8" X 12" SPIKE
 - () "RECORDED AS" DATA
 - POB POINT OF BEGINNING
 - ROW RIGHT-OF-WAY

SOUTHWEST CORNER
PARCEL "A", 1CSM21

SIXTEENTH CORNER
S31 T24N R20E
FOUND CHISELED "X"
IN CONCRETE



SHEET 1 OF 1

TC-210913026



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # Q.2

To approve revising the open park hours at Ken Euers Natural Area and to direct staff to modify Ordinance Chapter 28, Section 28-4 accordingly and bring the ordinance modifications back to Parks Committee for review.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # Q.3

To receive and place on file the presentation of the St. John's Homeless Shelter ENGAGE program year end summary.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ENGAGE Recap Parks Agenda - Final

Summary of 2021 ENGAGE Program at St. John's Park

Sponsored and run by the St. John's Homeless Shelter

In the spring of 2021 the Parks Committee and City Council approved a program proposal called ENGAGE, which was sponsored and facilitated by the St. John's Homeless Shelter. The St. John's Homeless Shelter proposed an inclusive program in partnership with the City, Parks Department, Police Department, Homelessness Task Force and various community partners/organization with the hopes of providing better outreach services to the homeless population in Green Bay. This program operated in St. John's Park from May 1, 2021 through October 31, 2021. This document is a summary of the first year of the program. It outlines the programming aspects of ENGAGE along with what challenges we faced and what was learned along the way.

Community Partners

Community Partners engaged in this program on a weekly basis. The information below highlights the Community Partners that participated in the program along with a monthly calendar of activities along with typical weekly calendar of activities. The calendar highlights the amount of time that the park was staffed the park for the ENGAGE program. The daily schedule was from 7:00 AM to 5:00 PM on most days.

Community Partnerships that participated

- Foodwise
- Outreach Healthcare
- NWTC Nursing Students
- Green Bay Police Dept.
- NEWCAP
- Parks and Rec Dept.
- Salvation Army
- Green Bay First Church
- Life Bridge Church
- Spring Lake Church

Programming highlights included bingo, journaling, basketball and card games.

This program initially served 20-30 guests meals per day. This provided an opportunity for outreach conversations in order to get guest's connected with services. Breakfast was served Monday-Friday. Partway through the program, breakfast was moved to the Micah Center in order to encourage individuals to utilize the park for its intended purpose. Initially lunches were provided by Salvation Army, then the Micah Center took it over.

NAME: ENGAGE AT PARK

MONTH: JUNE

YEAR: 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
7:00AM-9:30AM				
POSITIVE CHOICES WITH TAMEIKA	STAFF COVERAGE 7AM-9AM	PEACE IS OURS WITH KATIE	CREATIVE TIME WITH KATIE	POSITIVE THINKING/DESTRESS WITH CASE MANAGER
	DROP IN TUESDAY	CASE MGMT WITH CARISSA		
9:30AM-11:00AM				
	DROP IN TUESDAY	HOUSING WITH CARISSA	UW-EXTENSION FOOD-WISE PARK PROGRAM	
		CASE MGMT WITH KATIE		
CASE MGMT WITH TAMEIKA	@10:30AM-11:30AM NEW COMMUNITY SHELTER OUTREACH	OUTREACH CLINIC: AT PARK 10AM-12PM	@10:30-11:30 NEW COMMUNITY SHELTER OUTREACH IN PARK	SERVICE OPPORTUNITY
11:00AM-12:30PM				
MINDFULNESS WITH KATIE	DROP IN TUESDAY	COMMUNITY BUILDING WITH KATIE, CARISSA & EUGENE	WHO ARE YOU? WITH TOLLEF	COMMUNITY BUILDING
12:30PM-2:00PM				
CASE MGMT WITH KATIE	DROP IN TUESDAY UNTIL 1:30PM	APPLICATIONS WITH EUGENE	COMMUNITY BUILDING WITH TOLLEF	CASE MANAGEMENT
2:00PM-5:00PM				
NO MORE EXCUSES WITH EUGENE	ST JOHNS STAFF COVERAGE 2-3PM	POSITIVE RELATIONSHIPS WITH TOLLEF	SKILLS 4 LIFE WITH TAMEIKA 4:00PM-5:00PM	COMMUNITY BUILDING
OUTREACH CLINIC AT THE PARK FROM 3-5PM				4-5PM CASE MGMT
COMM BLDG CARISSA & EUGENE AT PARK 4-5PM	BERTA AT PARK 9AM-5PM	4:00PM-5:00PM COMM BUILDING WITH TOLLEF		
5:00PM-8:00PM				
ST JOHN'S STAFF IN PARK: CINDY &	ST JOHN'S STAFF @ PARK PROGRAM GRP TBD	GREEN BAY FIRST FOOD TRUCK & GAMES-LYNN	SPRING LAKE CHURCH GRILL OUT & GAMES	LIFE BRIDGE CHURCH MEAL & BINGO
SATURDAY SCHEDULE				
10:00AM-5:00PM	PROGRAM TBD		5:00PM-8:00PM	PROGRAM TBD
SUNDAY SCHEDULE				
12:00PM-4:00PM	PROGRAM TBD			

The most challenging aspect we faced was the lack of community support and the lack of consistency with partners. Due to that, it became challenging to adequately staff the hours of operation of the program. Another challenge is the fact we really did not have any authority to discipline guests unless the Police Department issued citations to unruly guests. Some of the folks in the park had no connection with St John's or our programming.

Police Department Summary

There were approximately 200 call for service (police) from May 1 to Oct 31 2021. The majority of calls were generated by St Johns / Micah Center staff while working in the park. With the greater use and visibility of the park, staff were directed to call if there were any problems. Most of the calls for service were coded as a disturbance which could be from a simple argument or a physical disturbance. Those that were creating issues in the park were either cited, no trespassed or arrested. We have very few arrests that centered directly on criminal activity and the majority of arrests centered on warrant pickups for unpaid citations.

Throughout the summer Office Nate Allen visited the park two or three times a week to develop a working relationship with St Johns and Micah. More importantly to break down barriers and engage in positive interactions with the homeless community and Police. Throughout the summer he got to know guests on first name basis that utilized the engage program. Throughout the summer we built a mutual trust among the group and many were not afraid to inform the Police Department or staff of issues or problems with people in the park. Several opened up to the Police Department about their situation and how they came to be at St John's.

Although this strategy and the intent for long lasting change is a slower process, the homeless population began to see the Police as a resource for assistance and help rather than an adversary. Currently the engage program is in its infancy and like anything new we did not know what to expect and it was anyone's best guess on what impact it would have on the community and the homeless population. After the first year we broke down some barriers, gained trust and did see some engaging in services to move forward. Like any first year program we can look back and retool to make the program better and fit the needs of the homeless population. Homelessness is not a problem that can be policed away. Rather it can be improved through community engagement at all levels with AODA, mental health services, along with mentoring programs and individualized case worker programs. Most of these things are happening in the community but those services are stretched thin.

The Future of this Program

We have reviewed and discussed the details of this program with the Homelessness Task Force. The Police Department, the City & St. John's Homeless Shelter will start meeting monthly to discuss the best opportunities moving forward to continue to move the needle in the right direction on this dynamic community challenge.

We are optimistic that with more partners and community involvement, along with a strategized planning approach, we can continue to increase the likelihood the ENGAGE program has to help more individuals in 2022. We are hopeful that with a few modifications to this program we will be able to resolve some of the issues we encountered. Once we have a modified proposal prepared, we will bring this plan forward to the Parks Committee for consideration to run the ENGAGE program again in 2022.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 18, 2022

AGENDA ITEM # R.1

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

- a. Administrative Clerk - Public Works
- b. Civil Engineer - Public Works
- c. Operator II - Public Works
- d. Park Maintenance Worker - Park, Recreation & Forestry
- e. Parking Maintenance Technician - Public Works

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 1.11.2022
2. Administrative Clerk (DPW) 12-16-21
3. Civil Engineer -Utility Pichler 12-13-2021
4. Operator II - A. Schoenwalder 01.07.22
5. Park Maintenance Worker - T. Schmitt 12.16.21
6. Parking Maintenance Technician - J. Boerschinger 12.23.21

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: January 11, 2022

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2022 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Administrative Clerk – Replacement position due to the resignation of Kacey Vandenplas effective December 28, 2021. Salary range: \$17.83 - \$20.97 per hour.
- Civil Engineer – Replacement position due to the resignation of Ryan Pichler effective December 28, 2021. Salary range: \$51,979 - \$71,843 annually.
- Operator II – Replacement position due to the resignation of Andy Schoenwalder effective January 7, 2022. Salary range: \$22.76 - \$26.79 per hour.
- Park Maintenance Worker – Replacement position due to the retirement of Thomas Schmitt effective December 16, 2021. Salary range: \$20.56 - \$24.20 per hour.
- Parking Maintenance Technician – Replacement position due to the resignation of Julie Boerschinger effective December 23, 2021. Salary range: \$20.56 - \$24.20 per hour.

**Position Fill Request
Justification Report
December 16, 2021**

Position Title: Administrative Clerk (DPW)

- 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

Kacey Van Den Plas has resigned and will be leaving the City on December 28, 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 – \$17.83-\$20.97 per hour.

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

- A. Provides clerical support services to departmental staff in the processing of letters, reports, permits, studies, and forms as instructed by the Public Works Supervisor. Prioritizes and processes work related to City construction and/or reconstruction projects to meet deadlines of bidding documents and corresponding advertisement notices, agenda, change orders, letters, reports, payments, and record keeping of the same. Types and data enters information for statistical or financial reports, correspondence, schedules, budgets, statements, and other material as necessary, which frequently involves some judgement regarding the information included or format used. Tracks various licensing programs and related duties.
- B. Prepares agenda, minutes, and organizes follow-up work of notices and correspondence for Improvement & Services Committee and Traffic, Bicycle, & Pedestrian Commission; processes follow-up Council report and prepares resolutions as needed. Records and files proceedings as they relate to the Department. Organizes and maintains records of 90-day traffic signage trial periods for Traffic, Bicycle, & Pedestrian Commission. Takes and prepares minutes and summaries for bid opening meetings. Prepares minutes for preconstruction and other meetings as needed.
- C. Maintains files and prepares correspondence, forms, reports, and other materials; sorts and files materials alphabetically, numerically or by other predetermined classification. Searches for information for same from various sources. Updates Public Works website, social media, and calendars as needed.
- D. Sells and issues various items such as bidding documents, plans, maps, garbage and recycling bins, etc. Issues receipts. Maintains related records.
- E. Generates invoices for early solid waste/recycling set out collection, bulk collection, snow and ice control, grass and weed control, damaged City property, clean-ups, excavation permits, etc., and maintain records. Compiles and enters data for requisitions and purchase orders and maintains records of requisition purchases. Maintains inventory and keeps records of supplies.

- F. Records, reviews, and maintains records of utility bills for City and department facilities and/or equipment.
- G. Acts as receptionist, assisting callers and responding to inquiries. Performs moderately to considerably difficult telephone answering and counter work, which may involve explanation of some departmental procedures or independent judgement for immediate/emergency referral to staff. Takes complaints and forwards to appropriate personnel.
- H. Organizes and processes street resurfacing postcard surveys of affected residents. Composes routine correspondence in accordance with standard policies.
- I. Assists Public Works Supervisor and Parking Division office staff with clerical-related duties as deemed necessary.
- J. Performs related work as required.

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

Clerical staff is responsible for accepting payment and/or preparing invoices for a variety of services including, but not limited to, excavation permits, bulk garbage collection, traffic equipment damages, snow removal, weed cutting, recycling carts, parking citations, and monthly parking stall rentals amounting to approximately \$3,000,000 per year in City revenue.

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

Loss of an Administrative Clerk position represents a reduction in DPW's ability to provide all administrative services in a timely manner, including customer service response times, accepting payments, sending invoices, issuing permits, executing DPW contracts, completing correspondence and letters, finalizing Committee agendas, reports, and minutes.

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

The position is currently filled.

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

Response time and the level of service to the public would be impacted.

8. What are the alternative methods and costs of accomplishing the work?

Outsourcing of invoicing and answering service for phone calls. It is doubtful that this would be less costly and service levels would likely decrease.

9. Are there union issues?

No.

10. Other supporting comments.

**Position Fill Request
Justification Report
December 13, 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 Ryan Pichler's resignation effective 12/28/2021.

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 through 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 22, 2021**

Position Title: Operator II – DPW Operations Division/Street Section

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

 X **Replacement Position** **Not a Replacement Position**

This position will be vacant as a result of the resignation of Andy Schoenwalder, effective at the end of the work day on Friday, January 7, 2022.

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

Yes, this position is currently funded in the DPW operating budget. The 2021 salary range for this position is \$22.76/hour - \$26.79/hour (Pay Grade G).

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

Operator II employees perform a range of duties including, but not limited to operation of the tub grinder, loaders, graders, backhoes, excavators, rollers, and other specialized equipment. They also operate commercial vehicles, and perform general labor related to road and guard rail repair, and other assignments necessary to perform DPW functions.

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

This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract out for those services.

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

Loss of an Operator II position represents a reduction in DPW's ability to provide all Street Section services in a timely manner, including snow plowing. Additionally, effective and efficient operation of road graders and loaders is a learned and acquired ability. Not all employees exhibit the necessary abilities to complete this work.

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

Duties are assigned to other Street Section employees as needed, dependent on their skill level. When there is a lack of personnel, assignments are prioritized. Lower priority tasks are postponed or not completed.

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

DPW will continue to perform all of its core services. However, a reduction in staffing will result in a lower level of service to residents and potentially increase the amount of time required to complete the services.

8. What are the alternative methods and costs of accomplishing the work?

Reducing the level of services provided, working overtime to maintain the expected level of service, or outsourcing of services.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
December 20, 2021**

Position Title: Park Maintenance Worker

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

 X **Replacement Position** **Not a Replacement Position**

This position will be vacant as a result of the retirement of Thomas Schmitt effective at the end of the work day on 12/16/2021.

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

Yes, this position is 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.**

No.

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

Over the years, we have added more parkland and facilities, but have not added additional staff. We are also responsible for maintaining a four-diamond Little League complex, a six-field soccer complex, more trails, more parklands, and the City Deck.

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

When vacancies occur in this classification, we are unable to meet all of the maintenance needs of our parks and facilities. As positions become vacant, we prioritize and reprioritize our daily work. The effect is that many of the services that we provide to the public are being performed less frequently.

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

The overall service would be reduced. We have tried to lessen the obvious impact by reprioritization.

8. What are the alternative methods and costs of accomplishing the work?

Contracting for various maintenance services would need to be explored. Costs would be dependent on the service contracted. The Park Maintenance Worker performs a wide range of services during a calendar year, therefore making it difficult to replace a single position by contracting.

9. Are there union issues?

No.

10. Other supporting comments.

Since 2001, the Parks Division has been responsible for maintaining the following added facilities: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park; several parcels along the Baird Creek Greenway; 16 acres of turf at Bay Beach Park; a new boarded hockey rink; a four ball diamond softball complex; a six-field soccer complex; the City Deck; the Zippin Pippin, Sea Dragon, Bay Beast, Rockin' Tug, and Falling Star amusement rides; as well as several miles of trails.

We have assumed the work at the additional facilities while seeing a reduction in staff of 6 Park Maintenance Workers and 12 fewer seasonal positions since 2006. With future maintenance responsibilities sure to come, we will fall further behind in our efforts to provide the most basic of services if we do not maintain our staffing levels accordingly.

**Position Fill Request
Justification Report
December 28, 2021**

Position Title: Full-time Parking Maintenance Technician/Nights (PMT) Parking Division

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

This is a replacement position resulting from the resignation of Julie Boerschinger effective December 23, 2021.

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

Yes, this position is funded in the Parking Division operating budget. The 2022 wage range is \$20.56 to \$24.20 per hour (Pay Grade F).

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

The PMT/Nights position is scheduled four 10-hour shifts per week, and works from 8:00 p.m. until 6:30 a.m. The PMT/Night schedule covers seven (7) days per week, on an eight (8) week rotation. Each PMT works four (4) shifts per week and gets three (3) days off per week, but not always in a row. The PMT schedule rotation includes two (2) weekends in a row scheduled to work, followed by two (2) weekends in a row scheduled off.

Parking facility maintenance must be completed when facilities are empty. The PMT/Night position is responsible for completing the following tasks:

- Plowing/salting surface parking lots
- Plowing/spreading/snow removal interior and ramp roofs
- Sweeping
- Pressure washing parking decks and other surfaces
- Re-lamping light fixtures
- Other maintenance of PARCS equipment, and in parking areas as assigned

PMT's also enforce the overnight on-street parking restriction, parking facilities, and certain private properties as prescribed during nighttime hours. This position also oversees contracted security activity on weekends, particularly in the Cherry Street Ramp and the River Ramp.

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

This position generates revenue from parking citations. PMT's generate over \$300,000 of parking citation revenue per year from the City's overnight parking enforcement program.

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

There are 4 full-time PMT's in the Parking Division Table of Organization. If one or more of them is out, then:

- 1) PMT shifts must be modified for proper coverage, typically requiring overtime
- 2) The new PARCS program requires Parking Division to be staffed 24/7/360. Employee vacancies cannot occur.
- 3) Lower PMT staffing means lower revenue. Parking Division is self-revenue-generating, so it must maintain its revenue stream in order to remain financially solvent.

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

Parking Division continues to do its best to cover all responsibilities. However, lower staffing levels require certain duties to be prioritized and/or not completed.

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

Failing to fill this position will result in lost revenue from parking citations, reduced maintenance in the ramps, and lower levels of parking system security.

8. What are the alternative methods and costs of accomplishing the work?

Force daytime Parking Division maintenance staff to work night hours. However, doing so only creates shortfalls in coverage of daytime work tasks.

9. Are there union issues?

No

10. Other supporting comments.

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 18, 2022

AGENDA ITEM # R.2

Refer to staff to repeal and recreate Green Bay Municipal Code 2-79 and 2-81 to include indefinite terms for appointed officials and Common Council removal for cause by majority vote for the February 1, 2022 Common Council Meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo - Appointed officials - GO 26-21
2. DRAFT GO 26-21 - Repeal Recreate 2-79 - Appointed Officials
3. City Official Appointed Terms Research 2020

CITY OF GREEN BAY

DATE: January 11, 2022
TO: Personnel Committee
FROM: Assistant City Attorney Lindsay Mather
RE: **GO 26-21: Appointed Officials**

This Ordinance repeals and recreates two sections of the Code: § 2-79 regarding appointed officials and § 2-80 regarding removals. The purpose of this memo is to provide an overview of the changes, and to answer some of the questions that were raised when this change was first discussed at the Personnel Committee meeting on May 12, 2020.

§ 2-79. Appointed Officials

- *Term length.* Terms are indefinite rather than for two years, subject to removal under § 2-80.
- *Reorganization.* Rather than a single table with various methods of appointment, the revised section is divided into three subsections:
 - (a) Principal city officials, appointed by the Mayor with confirmation by Council;
 - (b) Other officials
 - a. Further divided based on who appoints (Director of DPW or C&ED)
 - b. Deputy Comptroller removed
 - c. "Chief Building Official" instead of "Building Inspector (Building Inspection Superintendent)"
 - (c) Police and Fire Chiefs, appointed by Police and Fire Commission

§ 2-80. Removals

- *Elected officers.* No change
- *Appointed officials.* Specifically states that removal may occur either at the pleasure of the Mayor or other appointing official, or by Council for cause. (Previously only had reference to statute)

Procedure for removal under Wis. Stats. §§ 17.12 and 17.16.

Removal at pleasure. To remove an appointed official at their pleasure, the Mayor (or other appointing official) shall file an order to that effect with the City Clerk.

Removal for cause.

- Written, verified complaint filed by a resident taxpayer
 - Official may file verified answer
- Public hearing shall be held by Council “with due dispatch”
 - Official has the opportunity to be heard and present a defense, with counsel if they choose
 - Council may issue subpoenas for witnesses and production of evidence; may make orders and rules for conducting the hearing
- Vote to remove an official for cause must be by affirmative vote of three-fourths (3/4) of Council members
- If Council finds cause exists to remove the official, it must file an order stating the cause(s) for removal, along with a transcript of the hearing, with the City Clerk

“Cause”

On a basic level, “cause” is “a legally sufficient reason.” However, it is difficult to provide a more precise definition. Wis. Stats. § 17.12 previously contained a definition of “cause,” but the legislature specifically chose to remove that definition from the statute. There is not a single definition of what constitutes “cause” from case law, either. This is because whether an official’s actions constitute cause depends on the facts of a given situation.

Certain circumstances may constitute cause for removal of a municipal appointed official, such as an ethical violation or action(s) that expose the City to liability. Dereliction of duty or other failure to adequately perform required job duties may also constitute cause. The previous statutory definition defined cause as “inefficiency, neglect of duty, official misconduct, or malfeasance in office.” However, whether cause for removal exists is always a fact-intensive inquiry, and the burden is on the complainant to demonstrate that sufficient cause exists, and on Council to make a sufficient record of said cause.

The following pages contain the current versions of §§ 2-79 and 2-81

Sec. 2-79. Appointed officials.

- (a) *General.* The following officials shall be appointed at a regular Council meeting on the third Tuesday in April and shall commence their term of office on May 1 in even-numbered years, but these dates may be delayed for a reasonable period of time due to special circumstances:

OFFICIAL APPOINTMENTS AND TERMS

Official	How Appointed	Term
Assessor	Mayor, subject to confirmation by Council	Two years
Building Inspector (Building Inspection Superintendent)	Community and Economic Development Director, subject to confirmation by Council	Two years
City Attorney	Mayor, subject to confirmation by Council	Two years
Clerk	Mayor, subject to confirmation by Council	Two years
Comptroller	Mayor, subject to confirmation by Council	Two years
Public Works Director	Mayor, subject to confirmation by Council	Two years
Zoning Administrator	Community and Economic Development Director, subject to confirmation by Council	Two years
Treasurer	Mayor, subject to confirmation by Council	Two years
Parks, Recreation, and Forestry Director	Mayor, subject to confirmation by Council	Two years
Community and Economic Development Director	Mayor, subject to confirmation by Council	Two years

- (b) *Others.* The following officials shall take office upon completion of the appointment process and commence their regular term in office as shown below:

OTHER OFFICIALS

Official	How Appointed	Term
City Sealer	Community and Economic Development Director	Indefinite
Deputy Comptroller	Comptroller	Subject to Comptroller's appointment
Fire Chief	Police and Fire Commission	Indefinite
Police Chief	Police and Fire Commission	Indefinite
Weed Commissioner	Public Works Director	One year

(Code 1984, § 1.04; Ord. No. 15-08)

Sec. 2-81. Removals.

- (a) *Elected officers.* Elected officers may be removed by recall as provided in Wis. Stats. § 9.10, or by the Common Council for cause pursuant to Wis. Stats. §§ 17.12(1)(d) and 17.16.
- (b) *Appointed officials, officers, or employees.* Appointed officers may be removed as provided in Wis. Stats. §§ 17.12(1)(c) and (d) and 17.16, except as provided otherwise by Charter ordinance.

(Code 1984, § 1.05)

GENERAL ORDINANCE NO. 26-21

AN ORDINANCE REPEALING AND RECREATING SECTIONS 2-79 AND 2-81, GREEN BAY MUNICIPAL CODE, RELATING TO APPOINTED OFFICIALS AND REMOVALS

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

SECTION 1. Section 2-79, Green Bay Municipal Code, is hereby repealed and recreated to read:

Sec. 2-79. Appointed officials.

- (a) *Principal City officials.* The following City officials shall be appointed by the Mayor, subject to confirmation by Council, in accordance with Wis. Stats. § 62.09. Said officials shall serve for an indefinite term, subject only to removal as described in section 2-81.
 - (1) Assessor.
 - (2) Attorney.
 - (3) Chief of Operations.
 - (4) Clerk.
 - (5) Comptroller.
 - (6) Director of Community and Economic Development.
 - (7) Director of Parks, Recreation, and Forestry.
 - (8) Director of Public Works.
 - (9) Treasurer.
- (b) *Other officials.* Other officials shall be appointed as described herein, subject to confirmation by Council. Said officials shall serve an indefinite term, subject to removal as described in section 2-81.
 - (1) The Community and Economic Development Director shall appoint the following officials:
 - a. Chief Building Official.
 - b. City Sealer.
 - c. Zoning Administrator.
 - (2) The Public Works Director shall appoint the Weed Commissioner.
- (c) The Police Chief and Fire Chief shall be appointed to serve an indefinite term by the Police and Fire Commission in accordance with Wis. Stats. § 62.13 and shall be subject to removal as described in said statute.

SECTION 2. Section 2-81, Green Bay Municipal Code, is hereby repealed and recreated to read:

Sec. 2-81. Removals.

- (a) *Elected officers.* Elected officers may be removed by recall as provided in Wis. Stats. § 9.10 or by Council for cause in accordance with Wis. Stats. §§ 17.12 and 17.16.
- (b) *Appointed officials.* Officials appointed under section 2-79 may be removed by the Mayor or other appointing official, at pleasure, or by Council for cause, in accordance with Wis. Stats. §§ 17.12 and 17.16.

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

1/18/22

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joseph W. Faulds, Human Resources Director

Re: Appointed Officials Term Length GBMC Sec. 1.04(1)

Date: May 12, 2020

Term Lengths for Appointed Officials under GBMC Sec. 1.04(1)

Currently the positions of Assessor, Building Inspector, City Attorney, Clerk, Comptroller, Director of Public Works, Zoning Administrator, Treasurer, Director of Parks, Recreation, and Forestry, and the Director of Planning, are all appointed by the Mayor, subject to confirmation by the Council for two year terms.

The following chart describes the term lengths for comparable municipalities:

City Officer Term Length				
	Municipality	Population (2016)	*Appointed By	Term Length
1	Appleton	74,370	Mayor	Indefinite
2	Eau Claire	68,339	City Manager	Indefinite
3	Fond du Lac	42,951	City Manager	Indefinite
4	Kenosha	99,631	Mayor	Indefinite
5	La Crosse	52,109	Mayor/Common Council	Indefinite
6	Manitowoc	32,936	Common Council	Indefinite

7	Oshkosh	66,579	City Manager	Indefinite
8	Racine	77,571	Mayor	Indefinite
9	Sheboygan	48,686	Mayor	Indefinite
10	Waukesha	72,363	City Administrator	Indefinite
11	Wausau	38,872	Mayor	Indefinite
12	Green Bay	105,139	Mayor	2 year

*Common Council confirms the appointment

Removal of Appointed Positions

For the City of Green Bay the appointed positions can be removed at the pleasure of the Mayor or by the Common Council for cause.

Eau Claire, Fond du Lac Kenosha, Oshkosh, Sheboygan, Waukesha, may remove appointed officials by either at the pleasure of the Mayor or the City Manager. Kenosha, Sheboygan, and Waukesha permit removal by the Common Council for cause as well.

Appleton, Manitowoc, Racine, and Wausau may remove appointed officials with cause and a vote by the Common Council (varies with majority, 2/3, and 3/4 vote).

The League of Municipalities believed the change in the Wisconsin Statute to allow appointed positions to be removed at the pleasure of the Mayor was to help municipalities avoid costs associated with a Common Council hearing to remove a position for cause.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 18, 2022

AGENDA ITEM # R.3

To approve the 2022 - 2024 labor agreement between the City of Green Bay and Amalgamated Transit Union, Local Division 857, Bus Operators.

The Committee 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 Committee 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

1. Tentative Agreement Memo - Common Council and Transit Commission
2. Tentative Agreement - Strikethrough - Transit Bus Operators - 1-11-2022
3. 2022-2024 Transit Bus Operator Agreement - Clean Version

**Tentative Agreement
January 11, 2022**

City of Green Bay, Wisconsin
And
City of Green Bay Amalgamated Transit Union
Local 857, ATU, AFL-CIO
(Bus Operators)

2022-2024 Agreement

On December 21, 2021 the City and the Bus Operators Union entered into a tentative agreement for a three year contract that will expire on December 31, 2024. The tentative agreement was ratified by the Union on January 7, 2022 and is recommended for approval by the City Council. The following is a summary of the tentative agreement:

ISSUE	COSTS
General Wage Increase: - Varies - Effective with start of pay period in which July 1, 2022 occurs. 0-1040 hours: 7% increase 1041-2080 Hours: 2% Increase - Thereafter through the third year: 2% Increase - Beginning of 4th Year: 3.25% Increase - Beginning of 5th Year: 3.25% Increase - Beginning of 6th Year: 3.20% Increase 2% - Effective with start of pay period in which October 1, 2023 occurs. 2% - Effective with start of pay period in which October 1, 2024 occurs.	\$ 13,629.20 \$ 52,041.60 <u>\$ 41,542.80</u> \$107,213.60
Premium Pay: - Operators who work a shift consisting of 7 to 9 hours, beginning after 12:30pm will receive a \$.35 per hour premium pay for work performed. - This is changed from \$.30 to \$.35 - Estimate in 2019 - Estimate in 2020 - Estimate in 2021	\$ 1,600.00 \$ 1,600.00 <u>\$ 1,600.00</u> \$ 4,800.00
Miscellaneous ½ day holiday on Martin Luther King Jr. Day - Clothing Allowance— 3 turtlenecks	
Duration of Agreement	Three Year

AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY
AMALGAMATED TRANSIT UNION
LOCAL 857, ATU, AFL-CIO

January 1, 2019~~22~~ through December 31, 2024~~4~~

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AGREEMENT

This Agreement made and entered into by and between the City of Green Bay, operating a bus transportation service serving the Green Bay Metropolitan area, party of the first part, hereinafter referred to as the "City" and Amalgamated Transit Union, Local Division 857, party of the second part, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

- 1.1 The City of Green Bay recognizes representatives of Amalgamated Transit Union Local Division 857, as the collective bargaining representative for all issues specifically addressed in this Agreement for all bus operators.
- 1.2 Dues Deduction:
 - 1.2.1 The City agrees that its employees of the transit department as described in 1.1 may become and remain members of the Union and agrees not to interfere with or prevent, either directly or indirectly, any such employee becoming or continuing as a member of the Union. All employees in the unit may pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee will be required to join the Union, but membership shall be made available to all employees who apply and no employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, or handicap.
 - 1.2.2 The Union will represent all of the employees in the Bargaining Unit, members and non-members, fairly and equally.
 - 1.2.3 The City agrees to deduct the amount of dues authorized by each Union member certified by the Union and pay the amount deducted to the Union on or before the end of the month in which the deduction is made. Payroll deduction of dues will begin with the pay period following receipt by the City of the Union's written notice authorizing dues deductions for current and/or new employees. The City will not be responsible for retroactively deducting dues for any time prior to receipt of the Union's written notice.
 - 1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.
- 1.3 Bus operators who are officers or committee members of the Union will be provided unpaid leave of absence not to exceed 15-total work days in a calendar year for all officers or committee members, unless otherwise agreed to by the parties. Such leave must be

approved in advance by the Transit Director or designee, may be cancelled in the event of unforeseen circumstances, and will not require the rescheduling or modification of the transit schedule. An employee may use available vacation, personal or compensatory time while on leave. The bus operator will suffer no loss of rights or benefits for such absence.

- 1.4 The Union may maintain a bulletin board for their use in the lunchroom. The City retains the right to remove inappropriate and/or outdated materials at its discretion.

As an example, the following types of postings will not be tolerated:

- Commercial solicitation for an outside organization.
- Material that is otherwise in violation of City policy, such as obscene, sexually harassing or libelous materials.
- Political or campaign literature.
- Lotteries, sports pools or similar activities.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The City retains all rights, powers or authority except as modified by this Agreement. The City retains the right to determine and schedule working hours and determine assignments.
- 2.2 The City will have the right at all times during the existence of this Agreement, and subject to provisions herein, to conduct its affairs according to its best judgment and the orders of competent authority, including the power of establishing policy to hire all employees, to dismiss and discipline for just cause, to lay off in accordance with section 7.3 and to determine the methods, means and personnel by which City operations are to be conducted.
- 2.3 The City agrees it will not use these rights to interfere with the employee's rights established by law or by this Agreement.
- 2.4 The City agrees to provide notice to the Union and an opportunity to meet and discuss any anticipated changes to the Bus Operators Policy and Procedure manual prior to implementation.

ARTICLE 3 MEMBER RIGHTS

- 3.1 The City agrees not to discharge or discriminate against any member of the Union because of lawful Union activities or to bargain individually with any member of the Union.

ARTICLE 4
EMPLOYMENT STATUS

- 4.1 Upon resignation by an employee, the City will pay all money due the employee, and upon request, may furnish the employee with a letter of recommendation insofar as circumstances permit.
- 4.2 An employee who is physically and mentally able to work but fails to do so for 3- consecutive work days or more, unless on approved leave or due to circumstances beyond the employee's control, will be considered to have voluntarily resigned from employment.
- 4.3 New employees who do not possess required licenses or certifications prior to the end of probation may be discharged from employment.
- 4.4 All employees who drive a commercial vehicle at any time must have a Commercial Driver's License and the appropriate endorsements required to operate that equipment. Loss or suspension of license and/or endorsements may subject the employee to disciplinary action up to and including discharge.
- 4.5 The City of Green Bay has implemented a Drug and Alcohol policy in accordance with the requirements of State and Federal regulations. Green Bay bus operators will be subject to this policy.

ARTICLE 5
UNION COOPERATION

- 5.1 The Union agrees at all times, as far as it is within its power, to further the interest of the City.

ARTICLE 6
LEAVES

- 6.1 Leaves of absence may be granted at the discretion of the Human Resources Director in accordance with applicable rules, policies and legal requirements.
- 6.2 A bus operator will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 7
SENIORITY

- 7.1 Seniority Date: Seniority will commence upon an employee's most recent date of hire as a full time regular employee by the City.
- 7.2 Master List: There will be one master seniority list for all employees of the Union. The master seniority list will be maintained and updated on a regular basis, and a copy provided to the Union. Employees starting on the same day will have their starting times varied (as determined by the flip of a coin) so that there will be no ties in terms of seniority.
- 7.3 Lay Off: The City may lay off an employee whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department, lay off will be based on the inverse order of seniority in that position/job title within the department.

A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the lay off. Recall will be based on seniority in that position/job title within the department.

- 7.4 Probation: New employees will be considered probationary employees for the first 12-months or the first 2080 hours of their employment, whichever occurs first. Any employee on probation may be terminated at the sole discretion of the City without any reference to recall or rehire. After new employees have completed probation, they will be considered regular employees.
- 7.5 Seasonal Employees: Seasonal employees are those hired for less than 6-months of employment in any calendar year. Seasonal employees are not represented under this Agreement.
- 7.6 Transfer: A City employee transferring into a bargaining unit position with seniority as described in 7.1 will be eligible to use seniority for route selection as follows:
- 7.6.1 During the first 12-consecutive months of employment under this Agreement, the transferring employee may use their seniority on the Extra-Board.
- 7.6.2 Upon completion of the first 12-consecutive months as described in 7.6.1, the bus operator may use their seniority to bid on a Regular Run during the next regular operator bid time. The employee may continue to use seniority for the Extra-Board while waiting for the Regular Run operator bid.

ARTICLE 8
GRIEVANCE PROCEDURE

- 8.1 Definition: A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a specific provision of this Agreement.

8.2 Procedure: A regular employee represented under this Agreement, may file a grievance in accordance with the following:

8.2.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 10-work days from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 10-work days from the date the grievance was received.

8.2.2 If the grievance cannot be settled by the department head or designee, the grievance may be submitted in writing to the Human Resources Director or designee within 10-work days from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 10-work days, in writing.

8.2.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 10-work days from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The impartial hearing officer will be selected from a list of 5-hearing officers provided by the WERC. The Union will strike the first name from the list, the City will strike the second name, the Union will strike the third name, the City will strike the fourth name and the remaining individual will serve as the hearing officer. Any costs for the impartial hearing officer's services will be borne equally by the parties.

8.2.4 The decision of the Hearing Officer concerning any matter referred to it will be final and conclusive upon the employees, the Union, and the City.

8.4 Time Limits: All of the time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 9 DISCIPLINE, SUSPENSION, AND DISCHARGE

9.1 The City will not discipline, suspend or discharge any employee without just cause. Suspension or discharge will be in writing with a copy to the Union and to the employee affected.

9.2 When an employee is to be disciplined in any manner, including a discussion of the circumstances of accidents, a union representative may be present if the employee so desires.

ARTICLE 10
ALTERNATIVE DUTY

- 10.1 The parties agree to implement the City's Alternative Duty Program in accordance with the City's Personnel Policies and Procedures and as it may be modified by the City.

ARTICLE 11
HOLIDAYS

- 11.1 Following are the recognized paid holidays for bus operators:

- New Year's Day
- ½ Martin Luther King Jr. Day
- ½ Day Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve Day
- Christmas Day
- ½ New Year's Eve Day
- 1 floating holiday (in lieu of the Day after Thanksgiving)

- 11.2 Full-time bus operators will be allowed 8-hours for full day holidays and 4-hours for half day holidays at the employee's straight time rate of pay.

ARTICLE 12
VACATIONS

- 12.1 An eligible employee will accumulate vacation leave with pay to a maximum of 240-hours. Generally vacations will not be permitted during an employee's first 6-months of service with the City unless approved by the Supervisor. Vacations will be scheduled to meet the operating requirements of the City, and, as practical, the preferences of employees. Vacation leaves with pay may be used only with the prior approval of the supervisor.

- | | |
|---|-----------|
| • Start through end of 5 th year | 80 hours |
| • 6 th through end of 10 th year | 120 hours |
| • 11 th through end of 15 th year | 136 hours |
| • 16 th through end of 20 th year | 160 hours |
| • 21 st year plus | 200 hours |

- 12.2 A bus operator whose normal workweek run is more than 40-hours may choose to take either 8-hours or the normal scheduled hours for a vacation day or days provided the bus operator has a minimum of 40-hours for the workweek.

- 12.3 Vacation will be appropriately prorated for employees who work less than a calendar year.
- 12.4 An employee cannot carryover more than 240-hours of vacation at the end of the calendar year. Employees who have vacations canceled due to emergency call-ins or illness will be allowed to reschedule such vacation during the first 3-months of the following year or add it to their carryover balance provided that balance remains at or below 240-hours.
- 12.5 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.
- 12.6 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.
- 12.7 An employee employed prior to March 25, 2011, may during their last three years of employment convert up to 80-hours per year of earned vacation days to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.
- 12.8 Personal Leave: Regular full time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

ARTICLE 13 SICK LEAVE OR EMERGENCY LEAVE

- 13.1 Accumulation: Each full-time employee of the City will accumulate sick leave at the rate of one day per month for each month of service to a maximum of 1152-hours.
- 13.2 Notification and Verification: Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of his/her condition and anticipated return date. At the employer's discretion, the employee may be required to provide medical verification.

The City reserves the right to have an employee examined by the City's medical professional, at City cost, to determine fitness for duty. The City's right to have employees examined by the City's medical professional does not in any way limit the employee's rights to be treated by a medical professional of their choice.

Nothing in this article will limit the City's right to deem leave taken as leave provided for

under the State or Federal Family Medical Leave Acts.

- 13.3 Use: An employee may use accumulated sick leave for absences necessitated by the employee's injury or illness or an immediate family member's serious illness/injury or hospitalization. For purposes of this article, "immediate family" will mean spouse, parents, stepparent, child, stepchild, guardian, foster child or sibling who lives at home.
- 13.4 Medical Appointments: Employees, when possible, will schedule medical appointments outside of normal working hours. When medical appointments are scheduled during normal working hours, employees will be charged sick leave for actual time lost for the medical appointment. However, employees will not be charged from sick leave for absences from work necessitated by follow-up doctor visits due to workers compensation related injuries or illnesses.
- 13.5 Escrow Account: Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688-hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

ARTICLE 14 WORKER'S COMPENSATION

- 14.1 An employee injured on the job will be made whole for the remainder of the working day in which the injury occurred based on medical verification that the employee is unable to perform available work. The injured employee, at his/her option, can make himself/herself whole for the difference between the payment from Worker's Compensation and the regular rate of pay through use of sick leave or vacation for all subsequent days off due to the work related injury as long as the payment does not exceed the normal rate of pay.

ARTICLE 15 FUNERAL LEAVE

- 15.1 Employees will be allowed up to 3-days off with pay for absences necessitated by a death in the employee's immediate family including spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, grandchild or grandparent. In circumstances which require an employee to attend a funeral of a member of the immediate family at a travel distance in excess of 300 miles from Green Bay up to 2-additional days may be granted. A request for additional vacation, personal, comp time or other leave time must be communicated to the immediate supervisor as soon as practicable. If a funeral is delayed, or a service is held at a date beyond the limits of this policy, the employee may attend, but will not be paid for more funeral leave days than outlined in this policy. Funeral leave is not provided for dealing with wills or estates.

Employees will be allowed 1-day off with pay to attend the funeral of the spouse's

grandparents or of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

- 15.2 In the event of the death of a current co-worker, employees working in the same department and location having a close working relationship and others who worked closely with this individual on a regular basis, in the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave with the approval of the Supervisor.

ARTICLE 16 HEALTH AND DENTAL INSURANCE

- 16.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.
- 16.2 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.
- 16.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.
- 16.4 Employees regularly scheduled to work less than 37.5 hours per week will have the City's contribution appropriately prorated.
- 16.5 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. If the spouse of an employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health insurance premium reduction will be 1.25%.

- 16.6 Employees may participate in the City's Health 1265 program as outlined in Appendix B.
- 16.7 Life Insurance: The City will provide and carry, at no cost to the employee, life insurance for each regular full-time employee in an amount equal to the employee's base salary for all employee's regularly scheduled to work a minimum of 37½ hours per week. Employees will have the option to purchase supplemental life insurance for self, spouse and eligible

dependent(s). Employees will pay all premium costs for the optional supplemental life insurance through payroll deduction.

- 16.8 Fed Med Card: When a Transit driver in the process of obtaining or renewing a Fed Med card is required to undergo additional medical testing specifically due to previous heart history or sleep apnea screening, or is required to purchase and maintain medical devices not otherwise required except for obtaining the Fed Med card, the City will reimburse the employee for actual expenses by depositing up to a maximum of \$200 per year into the employee's Personal Benefit Account (PBA) for out of pocket expenses for such testing and/or purchase and upkeep of required equipment. Out of pocket expense will be determined by the statement from the insurance company. The Transit driver is responsible for requesting the PBA reimbursement and providing appropriate documentation of the expense.

ARTICLE 17 RETIREMENT CONTRIBUTION

- 17.1 Employees are subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions approved by WRS.

ARTICLE 18 WAGES AND RATES

- 18.1 Attached hereto and marked Schedule A is the schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule and the contents hereof will constitute a part of this Agreement.
- 18.2 All members of the bargaining unit will be subject to mandatory direct deposit of their paychecks.
- 18.3 An employee that is called in for work outside of the regular work day will be paid for a minimum of 2-hours pay.
- 18.3.1 If a bus operator is scheduled the day before for a Limited Service piece of work the driver will be paid a minimum of 1½ hours and will not be required to stay for standby unless notified by dispatch. If the bus operator is scheduled on the same day as the Limited Service piece of work the operator will receive a minimum of 2-hours pay.

ARTICLE 19 HOURS OF WORK

- 19.1 The City will establish the hours of work for employees in the bargaining unit.
- 19.2 In accordance with the Fair Labor Standards Act (FLSA) overtime at the rate of 1½ times the employee's regular hourly rate will be paid for all hours actually worked in excess of 40-hours

per week. Vacation, personal days, compensatory time, holiday time, funeral leave and jury duty will be considered actual hours worked for the purposes of determining eligibility for overtime.

- 19.3 Overtime hours are subject to prior supervisory approval.
- 19.4 Employees working holiday hours, in accordance with Article 11, will be eligible to receive double time pay.
- 19.5 Per calendar year, employees may bank up to 80 hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned.
- 19.6 In the event that compensatory time is not used prior to the end of the calendar year in which it is earned, the employee's compensatory time will be paid out at the employee's current rate of pay.
- 19.7 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.
- 19.8 Whenever the Transit Department is closed due to a weather emergency, all employees will be required to use vacation, personal day or leave without pay for the day in question. Employees who report to work prior to being notified of the closing will receive a minimum of 2-hours pay. If the department does not close completely, the Transit Director may retain employees for the full shift or send them home prior to the end of the shift and require them to use vacation, personal day or leave without pay. Unless a weather emergency is declared by the Transit Director or designee all employees will be required to report to work.

ARTICLE 20 CLOTHING ALLOWANCE/REIMBURSEMENT

- 20.1 The City will provide the initial compliment of clothing which will include: shirts or polo shirts, turtleneck, trousers, jackets, sweaters, walking shorts, culottes for females, or sweater, and winter parkas or bomber jackets or vests. The City will pay 95% of the cost. Parkas may be purchased by limited service employees at their own expense. Transit patches on uniforms will be turned into the Transit Department when an employee terminates employment. The City will pay \$80, to be included with the first paycheck of each year of this Agreement, to cover the cost of footwear. Shoes will be a solid black or brown. This will be an annual allowance and the footwear will be worn only on the job. Belts will be considered part of the uniform while ties will not be.
- 20.2 Clothing will be replaced by the City as needed. However, no employee will wear any part of the uniform for any reason other than performing their duties as Transit employees. Management will outfit probationary employees as it deems necessary.

20.3 The City will provide the initial compliment of clothing which will include:

- 5 shirts (long or short sleeve or polo shirts)
- 3 trousers
- 1 jacket with liner
- 1 sweater (pullover or cardigan) or
- ~~3~~ turtlenecks
- 1 belt
- 2 shorts/culottes (either or)
- 1 parka or bomber jacket or vest

20.4 Shorts will be considered part of the uniform however; they may only be worn from April 15 to October 15. Black or white tennis shoes and laces may also be worn during this period, but will be worn at the employees' expense.

20.5 The City will, upon submission of a receipt, reimburse drivers for half the Commercial Drivers License (CDL) renewal fee.

ARTICLE 21 PICK OF RUNS

21.1 Pick of runs will be held 3-times a year to be effective in January, May and September. The runs will be posted for at least a minimum of 10-calendar days prior to the effective date. There will be a 24-hour time limit (excluding Saturday, Sunday and holidays) for individual operators in seniority order to make their pick of runs in the choice book. If an operator does not pick a run within the allowed time, the operator will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.2 If an operator makes an error in signing for a run, the operator may contact the supervisor and will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.3 If an operator is not going to be available during the time the pick of runs is occurring, the operator may provide their supervisor or union officer with a priority list of run selections however only a supervisor may record the selection on the run bid form.

ARTICLE 22 EXTRA BOARDS

22.1 Whenever practically possible, the City will post the daily extra board worksheet by 1:00 p.m. the day prior to the scheduled work day.

- 22.2 Changes to the assigned work schedule will be made on the dispatcher's copy in the office. Drivers will be notified by the dispatcher of changes made after schedule has been posted.
- 22.3 Selection of the extra board work assignments will be made in rotating seniority order.
- 22.4 When an extra board driver has worked 40-hours by the end of the work day on Friday, any additional Saturday hours will be granted to other drivers on the extra board according to their rotating seniority order.
- 22.5 In the event of an emergency, the City reserves the right to exercise policies as it sees fit.

ARTICLE 23
SEPARABILITY AND SAVINGS CLAUSE

- 23.1 If any Article or Section of this Agreement or of any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement and of any Rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 23.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement. Either party will be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE 24
DURATION OF AGREEMENT

- 24.1 This Agreement will become effective as of January 1, 20~~22~~¹⁹ or date of signature if after January 1, 20~~22~~¹⁹, and will remain in force and effect to and including December 31, 20~~24~~⁴¹.
- 24.2 This Agreement and the provisions thereof supersede the previous Collective Bargaining Agreement of the parties and will be in full force and effect until December 31, 20~~24~~⁴¹ and from year to year thereafter unless written notice of termination or amendment or change in the terms thereof is given by either part to the other 90-days prior the expiration of this Agreement or any subsequent anniversary date of this Agreement.

This Agreement was approved on ~~February 20~~January 7, 2022~~19~~ by the Transit Union and ~~March 5~~January 18, 2024~~19~~ by the City Council.

For the Union

Representative

Representative

For the City of Green Bay

Mayor

Human Resources Director

Transit Director

Attest:

City Clerk

APPENDIX A WAGE RATES

CLASSIFICATION	2%* ^{Varies} 07/01/22 19	2% 10/1/23 ⁰	2% 10/1/24 ¹
0 – 1040 Hours	\$ 21.58 ^{19.3} 7	\$ 19.76 ^{22.0} 1	\$ 20.16 ^{22.4} 6
1041 - 2080 Hours	\$ 21.56 ^{22.8} 8	\$ 21.99 ^{23.3} 4	\$ 22.43 ^{23.8} 0
Thereafter through the 3 rd year	\$ 23.84 ^{25.3} 1	\$ 24.32 ^{25.8} 1	\$ 24.81 ^{26.3} 3
Beginning of 8 th Year	\$ 23.99 ^{25.7} 7	\$ 24.47 ^{26.2} 8	\$ 24.96 ^{26.9} 2
Beginning of 12 th Year	\$ 24.06 ^{25.8} 4	\$ 24.54 ^{26.3} 5	\$ 25.03 ^{26.9} 9
Beginning of 16 th Year	\$ 24.19 ^{25.9} 7	\$ 24.67 ^{26.4} 9	\$ 25.16 ^{27.1} 2

- This wage schedule incorporates longevity payments.
- Operators who work a shift consisting of 7 to 9 hours, beginning after ~~1:00~~^{12:30} PM will receive \$0.3~~50~~ per hour premium pay for work performed.
- The increases will occur on the first date of the pay period in which October 1 occurs.
- If during the term of this contract the general municipal employees receive a general wage increase that exceeds the amounts listed in this appendix, the bus operators will receive the additional general wage increase.
- Only employees actively employed on the date of Union ratification of the Agreement will be eligible for any retroactive provisions.

- *07/01/22 Wage Rate Increases

- 0-1040 Hours: 7% increase
- 1041-2080 Hours: 2% increase
- Thereafter through the 3rd year: 2% increase
- Beginning of 4th year: 3.25% increase
- Beginning of 5th year: 3.25% increase
- Beginning of 6th year: 3.20% increase

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APPENDIX B

Health 1265

Members of the Amalgamated Transit Union, Local Division 857, AFL-CIO who carry City sponsored insurance may participate in the City's Health 1265 program for the following periods and will be eligible to receive a reduced premium contribution of 11.5% for the following calendar year if they achieve 1265 points and meet all of the requirements under the City's program.

- January 1, ~~2019-2022~~ - October 31, ~~2022~~²⁰¹⁹ – 11.5% reduced premium contribution for the 2020 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, ~~2023~~²⁰¹⁹ - October 31, ~~2023~~²⁰¹⁹ – 11.5% reduced premium contribution for the 2021 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, ~~2024~~²⁰¹⁹ - October 31, ~~2024~~²⁰¹⁹ – 11.5% reduced premium contribution for the 2022 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.

Upon enrollment in myInertia as part of the Health 1265 program, eligible employees will receive \$55 toward the cost of a fitness tracker and be eligible for the incentives under the program.

AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY
AMALGAMATED TRANSIT UNION
LOCAL 857, ATU, AFL-CIO

January 1, 2022 through December 31, 2024

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AGREEMENT

This Agreement made and entered into by and between the City of Green Bay, operating a bus transportation service serving the Green Bay Metropolitan area, party of the first part, hereinafter referred to as the “City” and Amalgamated Transit Union, Local Division 857, party of the second part, hereinafter referred to as the “Union”.

ARTICLE 1 RECOGNITION

- 1.1 The City of Green Bay recognizes representatives of Amalgamated Transit Union Local Division 857, as the collective bargaining representative for all issues specifically addressed in this Agreement for all bus operators.
- 1.2 Dues Deduction:
 - 1.2.1 The City agrees that its employees of the transit department as described in 1.1 may become and remain members of the Union and agrees not to interfere with or prevent, either directly or indirectly, any such employee becoming or continuing as a member of the Union. All employees in the unit may pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee will be required to join the Union, but membership shall be made available to all employees who apply and no employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, or handicap.
 - 1.2.2 The Union will represent all of the employees in the Bargaining Unit, members and non-members, fairly and equally.
 - 1.2.3 The City agrees to deduct the amount of dues authorized by each Union member certified by the Union and pay the amount deducted to the Union on or before the end of the month in which the deduction is made. Payroll deduction of dues will begin with the pay period following receipt by the City of the Union’s written notice authorizing dues deductions for current and/or new employees. The City will not be responsible for retroactively deducting dues for any time prior to receipt of the Union’s written notice.
 - 1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.
- 1.3 Bus operators who are officers or committee members of the Union will be provided unpaid leave of absence not to exceed 15-total work days in a calendar year for all officers or committee members, unless otherwise agreed to by the parties. Such leave must be

approved in advance by the Transit Director or designee, may be cancelled in the event of unforeseen circumstances, and will not require the rescheduling or modification of the transit schedule. An employee may use available vacation, personal or compensatory time while on leave. The bus operator will suffer no loss of rights or benefits for such absence.

- 1.4 The Union may maintain a bulletin board for their use in the lunchroom. The City retains the right to remove inappropriate and/or outdated materials at its discretion.

As an example, the following types of postings will not be tolerated:

- Commercial solicitation for an outside organization.
- Material that is otherwise in violation of City policy, such as obscene, sexually harassing or libelous materials.
- Political or campaign literature.
- Lotteries, sports pools or similar activities.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The City retains all rights, powers or authority except as modified by this Agreement. The City retains the right to determine and schedule working hours and determine assignments.
- 2.2 The City will have the right at all times during the existence of this Agreement, and subject to provisions herein, to conduct its affairs according to its best judgment and the orders of competent authority, including the power of establishing policy to hire all employees, to dismiss and discipline for just cause, to lay off in accordance with section 7.3 and to determine the methods, means and personnel by which City operations are to be conducted.
- 2.3 The City agrees it will not use these rights to interfere with the employee's rights established by law or by this Agreement.
- 2.4 The City agrees to provide notice to the Union and an opportunity to meet and discuss any anticipated changes to the Bus Operators Policy and Procedure manual prior to implementation.

ARTICLE 3 MEMBER RIGHTS

- 3.1 The City agrees not to discharge or discriminate against any member of the Union because of lawful Union activities or to bargain individually with any member of the Union.

ARTICLE 4 EMPLOYMENT STATUS

- 4.1 Upon resignation by an employee, the City will pay all money due the employee, and upon request, may furnish the employee with a letter of recommendation insofar as circumstances permit.
- 4.2 An employee who is physically and mentally able to work but fails to do so for 3- consecutive work days or more, unless on approved leave or due to circumstances beyond the employee's control, will be considered to have voluntarily resigned from employment.
- 4.3 New employees who do not possess required licenses or certifications prior to the end of probation may be discharged from employment.
- 4.4 All employees who drive a commercial vehicle at any time must have a Commercial Driver's License and the appropriate endorsements required to operate that equipment. Loss or suspension of license and/or endorsements may subject the employee to disciplinary action up to and including discharge.
- 4.5 The City of Green Bay has implemented a Drug and Alcohol policy in accordance with the requirements of State and Federal regulations. Green Bay bus operators will be subject to this policy.

ARTICLE 5 UNION COOPERATION

- 5.1 The Union agrees at all times, as far as it is within its power, to further the interest of the City.

ARTICLE 6 LEAVES

- 6.1 Leaves of absence may be granted at the discretion of the Human Resources Director in accordance with applicable rules, policies and legal requirements.
- 6.2 A bus operator will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 7 SENIORITY

- 7.1 Seniority Date: Seniority will commence upon an employee's most recent date of hire as a full time regular employee by the City.
- 7.2 Master List: There will be one master seniority list for all employees of the Union. The master seniority list will be maintained and updated on a regular basis, and a copy provided to the Union. Employees starting on the same day will have their starting times varied (as determined by the flip of a coin) so that there will be no ties in terms of seniority.
- 7.3 Lay Off: The City may lay off an employee whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department, lay off will be based on the inverse order of seniority in that position/job title within the department.

A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the lay off. Recall will be based on seniority in that position/job title within the department.

- 7.4 Probation: New employees will be considered probationary employees for the first 12-months or the first 2080 hours of their employment, whichever occurs first. Any employee on probation may be terminated at the sole discretion of the City without any reference to recall or rehire. After new employees have completed probation, they will be considered regular employees.
- 7.5 Seasonal Employees: Seasonal employees are those hired for less than 6-months of employment in any calendar year. Seasonal employees are not represented under this Agreement.
- 7.6 Transfer: A City employee transferring into a bargaining unit position with seniority as described in 7.1 will be eligible to use seniority for route selection as follows:
- 7.6.1 During the first 12-consecutive months of employment under this Agreement, the transferring employee may use their seniority on the Extra-Board.
- 7.6.2 Upon completion of the first 12-consecutive months as described in 7.6.1, the bus operator may use their seniority to bid on a Regular Run during the next regular operator bid time. The employee may continue to use seniority for the Extra-Board while waiting for the Regular Run operator bid.

ARTICLE 8 GRIEVANCE PROCEDURE

- 8.1 Definition: A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a specific provision of this Agreement.

8.2 Procedure: A regular employee represented under this Agreement, may file a grievance in accordance with the following:

8.2.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 10-work days from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 10-work days from the date the grievance was received.

8.2.2 If the grievance cannot be settled by the department head or designee, the grievance may be submitted in writing to the Human Resources Director or designee within 10-work days from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 10-work days, in writing.

8.2.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 10-work days from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The impartial hearing officer will be selected from a list of 5-hearing officers provided by the WERC. The Union will strike the first name from the list, the City will strike the second name, the Union will strike the third name, the City will strike the fourth name and the remaining individual will serve as the hearing officer. Any costs for the impartial hearing officer's services will be borne equally by the parties.

8.2.4 The decision of the Hearing Officer concerning any matter referred to it will be final and conclusive upon the employees, the Union, and the City.

8.4 Time Limits: All of the time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 9 DISCIPLINE, SUSPENSION, AND DISCHARGE

9.1 The City will not discipline, suspend or discharge any employee without just cause. Suspension or discharge will be in writing with a copy to the Union and to the employee affected.

9.2 When an employee is to be disciplined in any manner, including a discussion of the circumstances of accidents, a union representative may be present if the employee so desires.

ARTICLE 10
ALTERNATIVE DUTY

- 10.1 The parties agree to implement the City's Alternative Duty Program in accordance with the City's Personnel Policies and Procedures and as it may be modified by the City.

ARTICLE 11
HOLIDAYS

- 11.1 Following are the recognized paid holidays for bus operators:

- New Year's Day
- ½ Martin Luther King Jr. Day
- ½ Day Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve Day
- Christmas Day
- ½ New Year's Eve Day
- 1 floating holiday (in lieu of the Day after Thanksgiving)

- 11.2 Full-time bus operators will be allowed 8-hours for full day holidays and 4-hours for half day holidays at the employee's straight time rate of pay.

ARTICLE 12
VACATIONS

- 12.1 An eligible employee will accumulate vacation leave with pay to a maximum of 240-hours. Generally vacations will not be permitted during an employee's first 6-months of service with the City unless approved by the Supervisor. Vacations will be scheduled to meet the operating requirements of the City, and, as practical, the preferences of employees. Vacation leaves with pay may be used only with the prior approval of the supervisor.

- | | |
|---|-----------|
| • Start through end of 5 th year | 80 hours |
| • 6 th through end of 10 th year | 120 hours |
| • 11 th through end of 15 th year | 136 hours |
| • 16 th through end of 20 th year | 160 hours |
| • 21 st year plus | 200 hours |

- 12.2 A bus operator whose normal workweek run is more than 40-hours may choose to take either 8-hours or the normal scheduled hours for a vacation day or days provided the bus operator has a minimum of 40-hours for the workweek.

- 12.3 Vacation will be appropriately prorated for employees who work less than a calendar year.
- 12.4 An employee cannot carryover more than 240-hours of vacation at the end of the calendar year. Employees who have vacations canceled due to emergency call-ins or illness will be allowed to reschedule such vacation during the first 3-months of the following year or add it to their carryover balance provided that balance remains at or below 240-hours.
- 12.5 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.
- 12.6 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.
- 12.7 An employee employed prior to March 25, 2011, may during their last three years of employment convert up to 80-hours per year of earned vacation days to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.
- 12.8 Personal Leave: Regular full time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

ARTICLE 13 SICK LEAVE OR EMERGENCY LEAVE

- 13.1 Accumulation: Each full-time employee of the City will accumulate sick leave at the rate of one day per month for each month of service to a maximum of 1152-hours.
- 13.2 Notification and Verification: Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of his/her condition and anticipated return date. At the employer's discretion, the employee may be required to provide medical verification.

The City reserves the right to have an employee examined by the City's medical professional, at City cost, to determine fitness for duty. The City's right to have employees examined by the City's medical professional does not in any way limit the employee's rights to be treated by a medical professional of their choice.

Nothing in this article will limit the City's right to deem leave taken as leave provided for

under the State or Federal Family Medical Leave Acts.

- 13.3 Use: An employee may use accumulated sick leave for absences necessitated by the employee's injury or illness or an immediate family member's serious illness/injury or hospitalization. For purposes of this article, "immediate family" will mean spouse, parents, stepparent, child, stepchild, guardian, foster child or sibling who lives at home.
- 13.4 Medical Appointments: Employees, when possible, will schedule medical appointments outside of normal working hours. When medical appointments are scheduled during normal working hours, employees will be charged sick leave for actual time lost for the medical appointment. However, employees will not be charged from sick leave for absences from work necessitated by follow-up doctor visits due to workers compensation related injuries or illnesses.
- 13.5 Escrow Account: Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688-hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

ARTICLE 14 WORKER'S COMPENSATION

- 14.1 An employee injured on the job will be made whole for the remainder of the working day in which the injury occurred based on medical verification that the employee is unable to perform available work. The injured employee, at his/her option, can make himself/herself whole for the difference between the payment from Worker's Compensation and the regular rate of pay through use of sick leave or vacation for all subsequent days off due to the work related injury as long as the payment does not exceed the normal rate of pay.

ARTICLE 15 FUNERAL LEAVE

- 15.1 Employees will be allowed up to 3-days off with pay for absences necessitated by a death in the employee's immediate family including spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, grandchild or grandparent. In circumstances which require an employee to attend a funeral of a member of the immediate family at a travel distance in excess of 300 miles from Green Bay up to 2-additional days may be granted. A request for additional vacation, personal, comp time or other leave time must be communicated to the immediate supervisor as soon as practicable. If a funeral is delayed, or a service is held at a date beyond the limits of this policy, the employee may attend, but will not be paid for more funeral leave days than outlined in this policy. Funeral leave is not provided for dealing with wills or estates.

Employees will be allowed 1-day off with pay to attend the funeral of the spouse's

grandparents or of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

- 15.2 In the event of the death of a current co-worker, employees working in the same department and location having a close working relationship and others who worked closely with this individual on a regular basis, in the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave with the approval of the Supervisor.

ARTICLE 16 HEALTH AND DENTAL INSURANCE

- 16.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.
- 16.2 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.
- 16.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.
- 16.4 Employees regularly scheduled to work less than 37.5 hours per week will have the City's contribution appropriately prorated.
- 16.5 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. If the spouse of an employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health insurance premium reduction will be 1.25%.

- 16.6 Employees may participate in the City's Health 1265 program as outlined in Appendix B.
- 16.7 Life Insurance: The City will provide and carry, at no cost to the employee, life insurance for each regular full-time employee in an amount equal to the employee's base salary for all employee's regularly scheduled to work a minimum of 37½ hours per week. Employees will have the option to purchase supplemental life insurance for self, spouse and eligible

dependent(s). Employees will pay all premium costs for the optional supplemental life insurance through payroll deduction.

- 16.8 Fed Med Card: When a Transit driver in the process of obtaining or renewing a Fed Med card is required to undergo additional medical testing specifically due to previous heart history or sleep apnea screening, or is required to purchase and maintain medical devices not otherwise required except for obtaining the Fed Med card, the City will reimburse the employee for actual expenses by depositing up to a maximum of \$200 per year into the employee's Personal Benefit Account (PBA) for out of pocket expenses for such testing and/or purchase and upkeep of required equipment. Out of pocket expense will be determined by the statement from the insurance company. The Transit driver is responsible for requesting the PBA reimbursement and providing appropriate documentation of the expense.

ARTICLE 17 RETIREMENT CONTRIBUTION

- 17.1 Employees are subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions approved by WRS.

ARTICLE 18 WAGES AND RATES

- 18.1 Attached hereto and marked Schedule A is the schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule and the contents hereof will constitute a part of this Agreement.
- 18.2 All members of the bargaining unit will be subject to mandatory direct deposit of their paychecks.
- 18.3 An employee that is called in for work outside of the regular work day will be paid for a minimum of 2-hours pay.
- 18.3.1 If a bus operator is scheduled the day before for a Limited Service piece of work the driver will be paid a minimum of 1½ hours and will not be required to stay for standby unless notified by dispatch. If the bus operator is scheduled on the same day as the Limited Service piece of work the operator will receive a minimum of 2-hours pay.

ARTICLE 19 HOURS OF WORK

- 19.1 The City will establish the hours of work for employees in the bargaining unit.
- 19.2 In accordance with the Fair Labor Standards Act (FLSA) overtime at the rate of 1½ times the employee's regular hourly rate will be paid for all hours actually worked in excess of 40-hours

per week. Vacation, personal days, compensatory time, holiday time, funeral leave and jury duty will be considered actual hours worked for the purposes of determining eligibility for overtime.

- 19.3 Overtime hours are subject to prior supervisory approval.
- 19.4 Employees working holiday hours, in accordance with Article 11, will be eligible to receive double time pay.
- 19.5 Per calendar year, employees may bank up to 80 hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned.
- 19.6 In the event that compensatory time is not used prior to the end of the calendar year in which it is earned, the employee's compensatory time will be paid out at the employee's current rate of pay.
- 19.7 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.
- 19.8 Whenever the Transit Department is closed due to a weather emergency, all employees will be required to use vacation, personal day or leave without pay for the day in question. Employees who report to work prior to being notified of the closing will receive a minimum of 2-hours pay. If the department does not close completely, the Transit Director may retain employees for the full shift or send them home prior to the end of the shift and require them to use vacation, personal day or leave without pay. Unless a weather emergency is declared by the Transit Director or designee all employees will be required to report to work.

ARTICLE 20 CLOTHING ALLOWANCE/REIMBURSEMENT

- 20.1 The City will provide the initial compliment of clothing which will include: shirts or polo shirts, turtleneck, trousers, jackets, sweaters, walking shorts, culottes for females, or sweater, and winter parkas or bomber jackets or vests. The City will pay 95% of the cost. Parkas may be purchased by limited service employees at their own expense. Transit patches on uniforms will be turned into the Transit Department when an employee terminates employment. The City will pay \$80, to be included with the first paycheck of each year of this Agreement, to cover the cost of footwear. Shoes will be a solid black or brown. This will be an annual allowance and the footwear will be worn only on the job. Belts will be considered part of the uniform while ties will not be.
- 20.2 Clothing will be replaced by the City as needed. However, no employee will wear any part of the uniform for any reason other than performing their duties as Transit employees. Management will outfit probationary employees as it deems necessary.

20.3 The City will provide the initial compliment of clothing which will include:

- 5 shirts (long or short sleeve or polo shirts)
- 3 trousers
- 1 jacket with liner
- 1 sweater (pullover or cardigan) or
- 3 turtlenecks
- 1 belt
- 2 shorts/culottes (either or)
- 1 parka or bomber jacket or vest

20.4 Shorts will be considered part of the uniform however; they may only be worn from April 15 to October 15. Black or white tennis shoes and laces may also be worn during this period, but will be worn at the employees' expense.

20.5 The City will, upon submission of a receipt, reimburse drivers for half the Commercial Drivers License (CDL) renewal fee.

ARTICLE 21 PICK OF RUNS

21.1 Pick of runs will be held 3-times a year to be effective in January, May and September. The runs will be posted for at least a minimum of 10-calendar days prior to the effective date. There will be a 24-hour time limit (excluding Saturday, Sunday and holidays) for individual operators in seniority order to make their pick of runs in the choice book. If an operator does not pick a run within the allowed time, the operator will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.2 If an operator makes an error in signing for a run, the operator may contact the supervisor and will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.3 If an operator is not going to be available during the time the pick of runs is occurring, the operator may provide their supervisor or union officer with a priority list of run selections however only a supervisor may record the selection on the run bid form.

ARTICLE 22 EXTRA BOARDS

22.1 Whenever practically possible, the City will post the daily extra board worksheet by 1:00 p.m. the day prior to the scheduled work day.

- 22.2 Changes to the assigned work schedule will be made on the dispatcher's copy in the office. Drivers will be notified by the dispatcher of changes made after schedule has been posted.
- 22.3 Selection of the extra board work assignments will be made in rotating seniority order.
- 22.4 When an extra board driver has worked 40-hours by the end of the work day on Friday, any additional Saturday hours will be granted to other drivers on the extra board according to their rotating seniority order.
- 22.5 In the event of an emergency, the City reserves the right to exercise policies as it sees fit.

ARTICLE 23 SEPARABILITY AND SAVINGS CLAUSE

- 23.1 If any Article or Section of this Agreement or of any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement and of any Rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 23.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement. Either party will be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE 24 DURATION OF AGREEMENT

- 24.1 This Agreement will become effective as of January 1, 2022 or date of signature if after January 1, 2022, and will remain in force and effect to and including December 31, 2024.
- 24.2 This Agreement and the provisions thereof supersede the previous Collective Bargaining Agreement of the parties and will be in full force and effect until December 31, 2024 and from year to year thereafter unless written notice of termination or amendment or change in the terms thereof is given by either part to the other 90-days prior the expiration of this Agreement or any subsequent anniversary date of this Agreement.

This Agreement was approved on January 7, 2022 by the Transit Union and January 18, 2024 by the City Council.

For the Union

Representative

Representative

For the City of Green Bay

Mayor

Human Resources Director

Transit Director

Attest:

City Clerk

APPENDIX A WAGE RATES

CLASSIFICATION	*Varies 07/01/22	2% 10/1/23	2% 10/1/24
0 – 1040 Hours	\$21.58	\$22.01	\$22.46
1041 - 2080 Hours	\$22.88	\$23.34	\$23.80
Thereafter through the 3rd year	\$25.31	\$25.81	\$26.33
Beginning of 4 th Year	\$25.77	\$26.28	\$26.92
Beginning of 5 th Year	\$25.84	\$26.35	\$26.99
Beginning of 6 th Year	\$25.97	\$26.49	\$27.12

- This wage schedule incorporates longevity payments.
- Operators who work a shift consisting of 7 to 9 hours, beginning after 12:30 PM will receive \$0.35 per hour premium pay for work performed.
- The increases will occur on the first date of the pay period in which October 1 occurs.
- If during the term of this contract the general municipal employees receive a general wage increase that exceeds the amounts listed in this appendix, the bus operators will receive the additional general wage increase.
- Only employees actively employed on the date of Union ratification of the Agreement will be eligible for any retroactive provisions.
- *07/01/22 Wage Rate Increases
 - 0-1040 Hours: 7% increase
 - 1041-2080 Hours: 2% increase
 - Thereafter through the 3rd year: 2% increase
 - Beginning of 4th year: 3.25% increase
 - Beginning of 5th year: 3.25% increase
 - Beginning of 6th year: 3.20% increase

APPENDIX B

Health 1265

Members of the Amalgamated Transit Union, Local Division 857, AFL-CIO who carry City sponsored insurance may participate in the City's Health 1265 program for the following periods and will be eligible to receive a reduced premium contribution of 11.5% for the following calendar year if they achieve 1265 points and meet all of the requirements under the City's program.

- January 1, 2022 - October 31, 2022 – 11.5% reduced premium contribution for the 2020 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2023 - October 31, 2023 – 11.5% reduced premium contribution for the 2021 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2024 - October 31, 2024 – 11.5% reduced premium contribution for the 2022 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.

Upon enrollment in myInertia as part of the Health 1265 program, eligible employees will receive \$55 toward the cost of a fitness tracker and be eligible for the incentives under the program.



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

January 18, 2022

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # S.1

To approve the Call-for-Artists for the Shipyard Underpass Placemaking Project with the following amendments:

- Incorporate language encouraging underrepresented applicants to apply.
- Fix minor grammatical errors.
- Expand details on how the physical site will be allocated per artist(s).
- Expand to select up to 8 finalists to be narrowed down to 1-4 selected artists.
- Incorporate image size/file requirements for submission.
- To include language specifying the final artwork must be suitable for the public.

BACKGROUND

The City of Green Bay has received a \$10,000 grant from the National Endowment for the Arts (NEA) to commission the work of an accomplished artist(s) to develop a unique and striking visual art form to be located under the Mason Street viaduct. Through a Call for Artists, the City of Green Bay is seeking up to four (4) professional artists to create murals for placement on the support structures for the Don A. Tillman Bridge located next to the Shipyard development. The City of Green Bay Redevelopment Authority has approved allocating \$85,227 in 2021 Community Development Block Grant funds towards public art. Of these funds, staff is recommending \$2,000 be available to fund up to (4) \$500 finalist design fees, \$80,000 that may be split into up to (4) \$20,000 artist stipends, and the remaining \$13,227 to be allocated for signage, printing, and any additional costs for production of the artworks.

The Don A. Tillman Bridge is the property of the Wisconsin Department of Transportation (WisDOT). WisDOT and the Department of Public Works request design approval from the Public Arts Commission prior to approving artwork placement.

The timeline below is intended to provide a loose framework for project phase expectations. The timeline, with the exception of project completion, is subject to change based on the approval process and needs of the overall project.

- March 2, 2022: Deadline for submission.
- March 23, 2022: Review of eligible applicants by the Public Art Commission and selection of up to four finalists.
- May 4, 2022: Finalist presentation materials due.
- May 25, 2022, at 8:00 AM: Finalist presentations to the Public Art Commission virtual meeting; public encouraged to attend. Final artwork is selected and approved by the Public Arts Commission.
- June 7, 2022: Recommendation of the Public Art Commission's final artwork selection presented to the Common Council for approval.

- June 2022: Contract Administration - Upon Common Council approval of the selected artist(s) and contingent on final approval from WisDOT
- July 2022: Final artwork approval from WisDOT received
- Summer 2022: Artwork installation to begin upon final approval from City staff and WisDOT.
- September/October 2022: Artwork installation complete.
- January 2023: Finalize NEA grant paperwork for submittal.

RECOMMENDATION

Staff recommends approval and release of the Shipyard Underpass Placemaking Project Call for Artists.

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT Shipyard Underpass Placemaking Call for Artists

CITY OF GREEN BAY SHIPYARD UNDERPASS CALL TO ARTISTS

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

Contact: Laura Schley, Public Arts Coordinator, laura.schley@greenbaywi.gov / 920.448.3142

Entry Deadline: March 2, 2022

Request for Qualifications

Budget: \$80,000

Deadline for submission: March 2, 2022

OVERVIEW

The City of Green Bay Public Art Commission is requesting artists to submit qualifications for a public art mural project adjacent to a new mixed-use development being constructed called The Shipyard. The Shipyard Project promises to be a prominent destination within the upper Midwest. Once a center for rail and water transport of raw materials, the now vacated brownfield will be dramatically transformed into a destination of recreation and tourism along the Fox River.

The Shipyard area will serve the City of Green Bay as a showpiece of integrated green infrastructure and resiliency and will be a flexible, adaptable, and ever-changing space. The Shipyard will attract a broad cross section of the population, provide entrepreneurial opportunities, and showcase the playful and creative energies of the City.

COMMUNITY INPUT

In December of 2018, The Shipyard Neighborhood Investment Strategy, also known as “The Strategy,” was adopted. The Strategy contains goals and overall objectives for the Shipyard area that were identified by City Staff and community stakeholders based on a neighborhood survey. One of the goals listed within the Shipyard neighborhood was the development of community building activities and opportunities.

Objectives identified for the Community Building goal focus on engaging, activating, and empowering residents, property owners, and other community partners to take ownership of their neighborhood. Objectives include:

- Involve residents and property owners in future planning and implementation of changes and improvements to the area
- Create a unique identity for the area
- Celebrate the history and historic structure/sites within the neighborhood area

Building off of this goal, Community and Economic Development staff released a community survey focused on artwork developed for The Shipyard. The survey resulted in the following main findings. (Full survey results can be presented upon request.)

- The Community believes that public artwork should achieve the following:

- Provide opportunities for people to experience art that enriches their lives
- Promote pride in Green Bay and make it beautiful
- Help build and reinforce the city of Green Bay's identity
- Bring a sense of whimsy and delight to everyday spaces
- The Community is interested in artwork that:
 - Is focused on nature and the environment
 - Is whimsical
 - Is historical
 - Is abstract

PROJECT SCOPE

By and through its Public Art Commission, the City of Green Bay seeks to commission an artist(s) to create a site-specific exterior mural that will aesthetically enhance the vertical support structures for the Don A. Tillman Bridge next to The Shipyard. You will find a Conceptual Design for the park on page four with the targeted bridge improvement area outlined in red. You will notice that the park concept contains a multiuse great lawn, a fenced dog park, an interactive play fountain ("splash park"), a playground, an urban beach, walking paths, a shipping container park, and a number of ways to interact with the waterfront including a fishing wharf, kayak launch, and marina.

The artwork that you design is to be installed adjacent to the Shipyard and is located under the Mason Street (Don A. Tillman) Bridge. You will find images of the surface area under the Mason Street Bridge on pages 4 - 5. Since vehicles will be utilizing this area as they enter and exit the parking lot, it would not be appropriate to include interactive features that encourage children or adults to "play" with the artwork and/or incorporate elements that could be confused for traffic control signage.

ELIGIBILITY

This opportunity is open to all professional artist over the age of 18 who reside in the State of Wisconsin.

BUDGET

Funding is provided in part by the City of Green Bay Redevelopment Authority's Community Development Block Grant fund and in part from a grant received from the National Endowment for the Arts. A total budget of \$80,000 covers all costs associated with the project, including, but not limited to, materials, fabrication, installation, permitting, documentation and transportation. In addition, up to four finalists will be given a \$500 design fee to develop a proposal for community review and final consideration by the City of Green Bay Public Arts Commission, Common Council and WisDOT.

ARTIST CRITERIA

Artists must meet the following criteria in order to have their submissions considered:

- Completed other public art commissions of a similar scale.
- Willing to travel to Green Bay, Wisconsin to complete the project by **October 31, 2022**.
- Willing to interact with the community and engage the community throughout the development of the project (design, input, installation, etc.)

SUBMISSION REQUIREMENTS

Your submission must include:

- *Letter of Interest:* Brief letter of interest to include how your work relates to this project and explain how you intend to implement community building and have the community engage/interact with your work and process.
- *Images:* Four digital images of previous work.
- *Image List:* A description of each image that includes title, date of completion, location, size and project budget.
- *Resume:* A current resume of no more than three pages with emphasis on public art experience. Please include your contact information.

DEADLINE

Wednesday, March 2, 2022. Late or incomplete applications will not be accepted. The Public Art Commission reserves the right to extend this deadline, if necessary and/or decline all applications received and retract this call for any reason at any time.

SELECTION PROCESS

In awarding this commission, Stakeholders who live and work in the surrounding community will be invited to attend a review meeting and voice their preferences and concerns. Following the community meeting, the Public Art Commission will review each artist's submission materials and evaluate the community input received to select up to four finalists. Each finalist will be paid a \$500 design fee to produce a design or electronic proposal for presentation to the Commission, Department of Public Works (DPW), and WisDOT, along with a list identifying the materials the artist intends to use, expected longevity, painting techniques, installation methods and long-term preventative maintenance strategies. The Commission will select the winning design(s) to receive final approval from Common Council and WisDOT.

FURTHER INFORMATION

For further information about this project, please visit <https://greenbaywi.gov/936/The-Shipyard>. To learn more about the City's public art program, please visit <https://greenbaywi.gov/571/Public-Arts-Commission>. Green Bay City Hall is located at 100 North Jefferson Street –Room 608, Green Bay, WI 54301. For assistance, please contact Laura Schley, Public Arts Coordinator, Department of Community and Economic Development by calling 920-448-3142 or emailing laura.schley@greenbaywi.gov.

LOCATION HIGHLIGHTS

The City of Green Bay home to 107,395 residents is the third-largest municipality in Wisconsin and is the flagship community of a combined metropolitan region of nearly 700,000 people. Green Bay is located at the mouth of the Fox River at the Bay of Green Bay and is at the epicenter of the world's largest concentration of pulp and paper mills. Green Bay is well-known for being the home of the NFL team the Green Bay Packers. Green Bay is also recognized for its ample opportunities for outdoor recreation through 70 parks and trails, including Bay Beach Amusement Park and Wildlife Sanctuary and the City Deck.

SITE IMAGES





Detail Summary of Projects Issued

12/1/2021 to 12/31/2021

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
104734	216 N CLAY ST..14-87	GREATER GREEN BAY HABITAT FOR HUMANITY		\$918.60	\$165,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH DETACHED GARAGE EC approved 6/2/21						
104735	1409 ELM ST..8-156	GREATER GREEN BAY HABITAT FOR HUMANITY		\$932.60	\$165,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH DETACHED GARAGE EC APPROVED 6/2/21						
104796	1267 HARVEY ST..7-98	GREATER GREEN BAY HABITAT FOR HUMANITY		\$955.14	\$165,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH DETACHED GARAGE EC APPROVAL 11/11/21						
107022	2074 BUCKTHORN TR..6H-4431	TYCORE BUILT LLC		\$1,483.17	\$436,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH ATTACHED GARAGE EC APPROVAL 12/8/21						
107023	2034 BUCKTHORN TR..6H-4437	BROBERG CONSTRUCTION LLC		\$1,287.70	\$300,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH ATTACHED GARAGE EC APPROVED 12/8/21						
104825	2747 LITTLE EDELWEISS DR..21-3476	THOMAS D GROSENICK		\$50.00	\$3,000.00	Pending
[2-434 - Residential - Addition - Single Family House] Egress Window						
106894	718 S MAPLE AV..2-230	BRADLEY KLINGSPORN		\$155.00	\$13,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FRAME IN BASEMENT, INSTALL EGRESS WINDOW OK PER ZA NO VARIANCE NEEDED						
106902	3632 ARCADIA BLUFF DR..22-2083	TONIA & JARIS BRISKI		\$100.00	\$58,000.00	Pending
[2-434 - Residential - Addition - Single Family House] 3 SEASONS ROOM						
106925	1117 DOUSMAN ST..5-698	KLA HOMES LLC		\$205.00	\$2,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR RENOVATIONS						
106938	401 MANCHESTER DR..6-2848	MICHAEL J VERHEYEN, ETAL		\$205.00	\$25,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMOVE HALF BATH IN KITCHEN/ REMODEL KITCHEN/ ADD BATH IN BASEMENT						
106990	231-233 S OAKLAND AV..3-1213	231/233 OAKLAND LLC		\$255.00	\$20,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODELS						
107040	3018 HUMBOLDT RD..21-1111-D-186	SARA A SIMONAR		\$50.00	\$4,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW ONLY						
107054	2440 DEER TRAIL..21-4272	PAUL R & NICOLE A KILLIAN		\$205.00	\$1,900.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH Frame out room in basement for a bedroom. They stated someone had added 3 legal egress window in the north side of house to grade. All finish basement work requires permits and inspection.						
107072	711 COLUMBIA AV..18-1379	TOO LLC		\$205.00	\$18,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL						
107093	2061 EASTMAN AV..21-295-9	RACHEL J WOLFEMICEK		\$50.00	\$4,300.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BATHROOM FLOOR REPAIR						

107102	1019 PARK ST..18-1166	TONI L & KEVIN A ODGERS	\$50.00	\$1,045.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPLACE 60 INCH WINDOW WITH 60 INCH PATIO DOOR					
107134	718 HARRISON ST..5-151	CHARLES LUCHT	\$343.28	\$10,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Remodel and update entire home, replace electrical system, standpipe, and shower water lines. Insulate walls, new drywall. Move an HVAC vent. Add joist/stud clips and plates. Add new wall.					
107146	3401 EDINBURGH RD..22-1515	ANN & WILLIAM SALLAK	\$206.87	\$32,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH 21' X 26' REC ROOM IN BASEMENT					
107198	2215 SUNRISE CT..21-819-20	TROY N & LISA A GOETZ	\$257.98	\$5,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT					
106832	1427 ARGONNE DR..6-299-A-6	VICKI L BOYER	\$150.00	\$27,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] SUNROOM - ADDING RETRACTABLE SCREENS AND COVER/ROOF TO EXISTING SLAB. NEW PIERS					
107141	3350 SONATA DR..21-6097	CLAUDIA L WHEELER	\$100.00	\$6,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Remove old deck. Replace with new covered deck.					
107197	1367 DAY ST..7-156	RANDALL G WOLFF	\$75.00	\$8,100.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] MODULAR RAMP					
107200	2033 FERN LN..21-2475-D-8	SOMERS RICHARD J & VIRGINIA L LIVING TRUST	\$100.00	\$38,707.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
107212	2801 DOE TRAIL..6H-2459	JOHN L BREUNINGER, ETAL	\$100.00	\$29,518.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] 13' x 17' deck with 50/50 diamond piers and (7) 12" sonotubes.					
107161	2747 EAST SHORE DR..21-1162	BELINDA J DOW	\$100.00	\$11,000.00	Pending
[9-645 - Raze - Building or Structure (Residential)] RAZE HOUSE & FOUNDATION					
106551	607 ROBERT LN..21-3397	ROBERT T & ELIZABETH A REINKE	\$154.72	\$30,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 24 x 24 GARAGE					
106763	1946 E TELEMARCK CIR..6H-4016	JENNIFER L & JASON A THIEL	\$250.00	\$60,000.00	Pending
[11-1 - Swimming Pool (Residential)] In-ground Pool					
106954	1775 LOST LN..21-2503	CHANTHORN VU	\$50.00	\$4,300.00	Pending
[11-1 - Fence (Residential)] 4 FT CHAINLINK FENCE					
106996	3573 BLACK SHEEP WAY..21-8385	NIKKI M & JAMES G ESTEL	\$50.00	\$15,593.32	Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE					
107030	3400 CHURCH RD..22-1718	SUSAN M & KEVIN J SALEWSKI	\$50.00	\$4,000.00	Pending
[11-1 - Fence (Residential)] FENCE 6' VINYL					
107031	1132 S QUINCY ST..16-99	BERNARD A HAEN, ETAL	\$50.00	\$18,300.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
107032	1109 CAMERON ST..6-2577	EMMA J & BRYAN W POLAREK	\$50.00	\$850.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
107034	1550 E MASON ST..8-430	DEREK W & MADISON E KUGLER	\$50.00	\$1,765.00	Closed
[11-1 - Foundation Repair (Residential)] BASEMENT WATERPROOFING SYSTEM TO INCLUDE SUMP PUMP					
107047	1111 WINFORD AV..18-234	WANDA L BRONSTAD	\$50.00	\$22,000.00	Pending

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

107059	1100 ST. CHARLES DR..21-1111-D-27	KRISTEN KARL, ETAL	\$50.00	\$13,500.00	Pending
[11-1 - Fence (Residential)] FENCE 6' wood					
107079	2236 MACCAUX DR..21-2144-M-20	HEATHER CRUZLONGINO	\$50.00	\$8,203.00	Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE					
107085	415 MANCHESTER DR..6-76-2	KEVIN M & SAMANTHA L PLATKOWSKI	\$50.00	\$2,500.00	Pending
[11-1 - Fence (Residential)] FENCE - 5' CHAINLINK					
107091	3362 LARGO RIDGE CT..21-8229	JACQUELYN M WILL	\$50.00	\$13,000.00	Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE					
107118	1871 ROWE LN..6-2537	NENG YANG, ETAL	\$50.00	\$4,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED					
107177	1119 S TAYLOR ST..6-273-A	DANA L RAU	\$50.00	\$735.26	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
107180	932 SHEA AV..18-75	KENNETH L & LYDIA J HEAGLE	\$50.00	\$1,246.61	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
107206	415 N FISK ST..6-78-A	JOHN M PEPLINSKI	\$50.00	\$1,400.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIRS					
107210	1625 DECKNER AV..21-1954	LAURYN & ALEXANDER SCHENK	\$50.00	\$26,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
106742	909 DAY ST..7-255	HATCH PROPERTIES LLC	\$330.00	\$77,827.00	Pending
[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] FIRE DAMAGE REPAIRS					
107063	200-204 HAZEL ST..3-459	DENNIS J & GERTRUDE F DOLAN REVOCABLE LIVING TRUST	\$418.64	\$45,000.00	Pending
[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] FIRE RESTORATION					
105231	1330 LIME KILN RD..23-244	JBS GREEN BAY INC	\$5,563.00	\$1,825,202.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Breakroom remodel.					
105369	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	\$1,820.00	\$1,429,349.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ELECTRICAL ROOM 2nd FLR - NEW WALL & 2 DOORS					
105660	1810 COFRIN DR..21-1187-3	SRL2 INC	\$17,152.00	\$2,300,000.00	Pending
[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] \$5000 SWB PAID EC Approved 10/5/21					
105827	1119 W MASON ST..2-1102-1	ANDY THORNELL	\$1,119.28	\$94,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] MARLEY'S SMOKE SHOP					
106050	2400 E MASON ST..21-126-9	2400 EAST MASON LLC	\$1,898.00	\$420,000.00	Pending
[31-327 - Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)] TENANT BUILDOUT - CHIPOLTE					
106137	108 N QUINCY ST..10-88	NITSCHKE JACKIE CENTER INC	\$2,050.79	\$505,007.00	Pending
[31-214 - Commercial - New - Rooming Houses, Boarding Houses, Dormitories, Fraternity and Sority Houses for non Transient Accomodations] JACKIE NITCHKKE CENTERJackie Nitschke Women's Rehab Home					
106522	1481 W MASON ST..6-169	AAM GREEN BAY PLAZA LLC	\$2,246.68	\$100,000.00	Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TENTANT ALTERATIONS - Get It Now

106534	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	\$720.00	\$35,304.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] 1ST FLR MRI READING ROOM ALTERATIONS

106550	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	\$440.00	\$27,555.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] FERTILITY CLINIC DOOR 3rd FLR

106993	1505 GATEWOOD ST..1-1396-G	GREEN BAY CITY OF	\$360.00	\$5,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ROOM ALTERATION - BUILDING OFFICE IN CORNER OF ROOM 117

106994	1210 GUNS RD..21-462-1	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	\$360.00	\$15,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ROOM ALTERATION - CHANGING STORE ROOM INTO 2 OFFICES

107026	433 MAIN ST..11-117	ASSOCIATED BANK NATIONAL ASSOCIATION	\$5,834.07	\$1,000,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ALTERATIONS - 4th, 5th & 6th FLRS

107053	1933 COFRIN DR..21-1183-8	CHARLES R & BERNADETTE BURG	\$1,053.77	\$150,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TENANT ALTERATIONS

107065	1280 REBER ST..20-44-14	MIRHASHEMI INC	\$296.00	\$1,900.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Doing eletrcial and some sheetrock work. Plumbing will be in the spring when plumbers are more available. BUILD

107069	1242 MAIN ST..8-272	KEITH M & SARAH E COOPER	\$330.00	\$30,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] SECOND FLOOR ALTERATIONS
*WAITING ON HVAC PERMIT APP, PERMIT ISSUED AND PAID FOR

107195	200 N ADAMS ST..12-140	ASSOCIATED KELLOGG BANK	\$2,964.71	\$140,688.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] LOWER & 1ST LEVEL ALTERATIONS

105196	1749 EDISON ST..21-1344-16	BAY AREA ESTATES LLC	\$70.00	\$2,080.00	Closed
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[34-1 - Z - Misc Project Not Listed (Commercial)] DECK REPAIR

105209	216 S MILITARY AV..6-266-E	MARTIN NEUFELD LLC	\$5,740.00	\$15,000.00	Pending
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[34-1 - Change of Use (Commercial)] SHELL ONLY W/ 2 OVERHEAD DOORS

107016	701 BAY BEACH RD..20-689-C	MCDONALD LUMBER CO INC	\$70.00	\$35,000.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] Loading Dock Pad

107046	805 S MILITARY AV ..6-169	AAM GREEN BAY PLAZA LLC	\$70.00	\$1.00	Pending
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[34-1 - Temporary Office/Trailer/Event (Commercial)] TEMPORARY USE - INDOOR FARMERS MARKET

107048	1538 WESTERN AV..6-135-D	N E W CURATIVE REHABILITATION INC	\$140.00	\$30,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] DISH WIRELESS - upgrade

107061	2675 NEWBERRY AV..21-107-4	GREEN BAY CITY OF	\$140.00	\$20,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] DISH WIRELESS UPGRADE

107074	909 KEPLER DR..21-145-1	CUMULUS MEDIA TOWER CO LLC	\$140.00	\$30,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] DISH WIRELESS UPGRADE

107147	114 S BROADWAY..3-105	BOSLEY PROPERTIES LLC	\$70.00	\$2,584.00	Pending
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[34-1 - Window, Door - Replacement (Commercial)] WINDOW REPLACEMENT

107151	1747 SHAWANO AV..6-259-1	AZIDUS INC	\$70.00	\$85,110.76	Pending
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[34-1 - Roofing (Commercial)] INSTALL 36 MIL FIBERTITE ON OLD ROOF

104785 1129 MARQUETTE AV..1-1498 LORI M GOEMANS \$50.00 \$1.00 Pending

[40-1 - Electrical Service - Repair (Residential)] EMERGENCY ELEC REPAIRS

106950 1126 S VAN BUREN ST..16-226 KRISTEN M & BRIAN D HANSON \$100.00 \$2,875.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] HOT TUB

107017 1738 S ONEIDA ST..1-2679 LISA R COREY \$50.00 \$985.00 Pending

[40-1 - Electrical Service - Change (Residential)] PANEL CHANGE

107018 631 S ADAMS ST..15-35 GREEN BAY CITY OF WATER DEPT \$70.00 \$9,200.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] SERVICE ALTERATION - INSTALL NEW CONDUIT AND WIRING FOR THE EXISTING FUEL EQUIPMENT

107051 1265 LOMBARDI AV..1-1841-A GREEN BAY CITY OF LAMBEAU FIELD \$70.00 \$400.00 Pending

[40-1 - New Electrical System (Commercial)] INSTALL ADDITIONAL GENERATOR FOR COVID-19 TESTING SITE

107073 1123 CEDAR ST..9-77 WOCHINSKE REALTY LLC \$140.00 \$17,700.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] POWER FOR NEW & RELOCATED MACHINES

107087 1324 CHERRY ST..14-149 VANDEHEY VENTURES LLC \$50.00 \$10,000.00 Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR - FIRE RESTORATION - RE-ENERGIZE EXISTING SERVICE

107095 1651 WESTFIELD AV..6-227-E CONNIE L MATUSZAK \$50.00 \$1,400.00 Pending

[40-1 - Electrical Service - Change (Residential)] REMOVE 100 AMP ITE PUSHMATIC BREAKER PANEL AND INSTALL A NEW 100 AMP BREAKER PANEL IN BASEMENT

107099 1313 GROSS AV..1-290 WAYNE R & JUDITH SASS \$50.00 \$1,500.00 Closed

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE CHANGE

107100 1765 SHAWANO AV..6-259-A ROBERT L & LAWRENCE W ADLEBUSH \$50.00 \$1,500.00 Pending

[40-1 - Electrical Service - Change (Residential)] REMOVE 60 AMP SERVICE AND INSTALL 100 AMP SERVICE

107101 1253 MATHER ST..5-1318-C GREEN BAY HMONG ALLIANCE CHURCH ETC \$50.00 \$1,800.00 Pending

[40-1 - Electrical Service - Change (Residential)] REMOVE 60 AMP SERVICE AND INSTALL 100 AMP SERVICE

107105 481 EDWARD DR..21-3599 ANTONETTE R KNAR \$50.00 \$725.00 Pending

[40-1 - New Electrical System (Residential)] ELECTRIC VEHICLE CHARGING CIRCUIT FROM PANEL TO GARAGE

107108 1226 N DANZ AV..21-290-4 A & V TERRACE LLC \$50.00 \$3,083.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] RELOCATE EXISTING PANEL - LOT # 20

107119 1135 S BAIRD ST..17-657 JOHN B & LISA A ALBANESE \$50.00 \$1,000.00 Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

107121 1546 KENNEDY DR..6-2817 J R & LORI L JOHANEK \$50.00 \$1,000.00 Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR - STORM DAMAGE

107125 1807-1809 SAHARA DR..6-2703 KEVIN W DEMARS \$50.00 \$1,000.00 Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

107127 275 LOST RIDGE CT..21-8054 ARWINE ROBERT STANFORD & RITA JEAN REVOC TRUST \$50.00 \$6,367.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] INSTALLING 10KW AUTOMATIC STANDBY GENERATOR. SELECTIVE CIRCUIT SYSTEM, NOT WHOLE HOUSE

107137 853 GROSS AV..2-1212 DEBORAH L THOMAS \$50.00 \$1,000.00 Closed

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

107138	157 N OAKLAND AV..4-46	KRISTIN L RENTERIA, ETAL	\$50.00	\$1,000.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

107139	1212 KENWOOD ST..1-2670	TAMARA GROTH, ETAL	\$50.00	\$700.00	Closed
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[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR - METER BASE

107142	2224 BROOK ST..21-2090-10	JOSE A TABARES MORA	\$50.00	\$600.00	Closed
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[40-1 - Electrical Service - Change (Residential)] SERVICE REPAIR- REPLACE OVERHEAD RISER AND METER BASE FROM STORM REPAIRS

107148	1130 SUYDAM ST..17-1015-A	EDWARD J & LYNNE A E MURPHY	\$50.00	\$800.00	Closed
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE

107159	1341 STATE ST..1-1371	GREEN BAY DROP FORGE CO	\$70.00	\$5,000.00	Pending
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[40-1 - Electrical Service - Repair (Commercial)] SERVICE REPAIR

107162	1312 E MASON ST..17-444-A	GREEN BAY TATTOO LLC	\$795.42	\$40,000.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REMODEL OF BARBER INTO TATTOO PARLOR

107163	1623 BOND ST..6-1353	RICHARD C DRAGOSH	\$50.00	\$1,500.00	Pending
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[40-1 - Electrical Service - Change (Residential)] PANEL CHANGE - REMOVE 100 AMP 14 SPACE MAIN BREAKER PANEL IN BASEMENT AND SUPPLY AND INSTALL 100 AMP 30 SPACE MAIN BREAKER IN BASEMENT.

107167	201 BAIRD CREEK RD..21-343-3	ANTHONY J & TINA MARIE MURA	\$50.00	\$500.00	Closed
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] OVERHEAD TO UNDERGROUND - OVERHEAD METER SOCKET

107185	1718 KALAHARI DR..6H-3216	JENNIFER A & DANIEL A FAYTA	\$50.00	\$1,000.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

107189	339 CONOVER DR..6-2565	MICHAEL S & DAVID W CIMICUD	\$50.00	\$750.00	Closed
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[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

107205	1502 CARROLL AV..1-2201	JUSTIN M BROWN	\$50.00	\$1,000.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] MAIN BREAKER REPLACEMENT

107213	331 BAIRD CREEK RD..21-343-4	GREGORY E & LINDA L SMITH	\$50.00	\$800.00	Closed
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[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE - REPLACE EXISTING OH SERVICE WITH UG

107214	365 BAIRD CREEK RD..21-343-2	ROBERT M & GENA H HAGLUND	\$50.00	\$800.00	Closed
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[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE - REPLACE EXISTING OH SERVICE WITH UG

107221	525 S CLAY ST..14-1097	MARIANNE & JEROME D LEAHY	\$50.00	\$1,000.00	Closed
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[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR - WIRE FROM MAST TO PANEL WAS SMOKING

107222	937 DIVISION ST..5-450	ARISBEL SANCHEZ GUTIERREZ	\$50.00	\$2,000.00	Closed
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[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

107228	514 S CLAY ST..14-861	SAINT PAUL EVANGELICAL LUTHERAN CHURCH	\$70.00	\$1,200.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALLING 2 CEILING FANS

107237	599 S MILITARY AV..6-1516	G & A LARSEN PROPERTIES LLC	\$204.00	\$7,000.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] LIGHTS & OUTLETS

107238	2691-2693 ENGLEWOOD RD..21-118-9	STEVEN D & LYNN M ZICH	\$50.00	\$550.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

61070	966 SHAWANO AV..3-1092	GREEN BAY AREA PUBLIC SCHOOL DISTRICT WEST HIGH	IEI GENERAL CONTRACTORS	\$690.07	\$25,000.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] NEW ROOF TOP UNIT						
105574	3057 BETH DR..21-7458	CINDY M BOZACKI		\$50.00	\$4,000.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AC						
106982	808 N PLATTEN ST..18-1286	CHRISTINA M MURPHY		\$50.00	\$2,500.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE						
106984	2839 UNIVERSITY AV..21-275-2-1	JOSE GONZALEZ		\$50.00	\$6,118.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER						
107015	1028 DIVISION ST..5-321	APRIL BEISWENGER		\$50.00	\$3,250.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE						
107025	1053 VELD AV..18-800-1	STONE RIDGE HOLDINGS LLC		\$70.00	\$12,000.00	Pending
[50-1 - Heating Unit Only (Commercial)] FURNACE - RTU						
107027	500 CONGRESS ST..16-57	MARY K & TODD A OSTENDORF		\$50.00	\$11,829.00	Closed
[50-1 - Heating Unit Only (Residential)] BOILER						
107036	600 COUNTRY CLUB RD..6H-2463	AUBREE L & CONNOR J CHRISMAN		\$50.00	\$3,867.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE						
107037	2135 CRESTWOOD SPRINGS DR..6H-3289	ROBERT J & TINA M GRAHEK		\$50.00	\$4,950.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE						
107038	540 THORNAPPLE DR..6H-2699	MINA L & JOHN P TESKE		\$50.00	\$4,800.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE						
107039	152 APPLE TREE CT..21-2994	PEGGY A & JAMES R WEIHBRECHT		\$50.00	\$6,921.00	Pending
[50-1 - Heating Unit Only (Residential)] BOILER						
107043	1924 KNOTTY PINE DR..6H-3052	SUANNE & ROBERT TREBILCOCK		\$50.00	\$8,800.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER						
107044	1241 SAN JOSE PL..3-1278	JEFFREY L KABACINSKI		\$50.00	\$2,007.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE						
107045	1789 WEDGEWOOD DR..6-2503	ROXANN L GREATENS, ETAL		\$50.00	\$1,791.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE						
107049	998 LANGLADE AV..1-377	ROBERT & JOSH SCHROEDER		\$50.00	\$4,056.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE						
107055	1705 CANARY LN..6H-1430-K-24	GLORIA J GEORGIA		\$50.00	\$6,000.00	Closed
[50-1 - Heating Unit Only (Residential)] BOILER						
107056	3013 SANDIA DR..6H-2752	DEAN E & KATHERINE C THOMPSON		\$50.00	\$5,070.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE						
107066	1493 KELLOGG ST..6-2866	ADAN E CORDOVA DELGADO		\$50.00	\$8,900.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER						
107067	2380 VAN BEEK RD..21-3536	RICHARD A & LINDA L GERLIKOWSKI		\$50.00	\$9,050.00	Closed

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

107068	496 DEMI LN..21-7355	ANNA I & VINCENT J BRAUNSCHWEIG	\$50.00	\$3,550.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
107070	2680 DECKNER AV..21-78-1-A	SONDRA A MEYER	\$50.00	\$4,450.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
107071	224 N OAKLAND AV..4-144	VINCENT R & SONIA M HULSE	\$50.00	\$4,939.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
107078	815 S CLAY ST..17-107	MORE INVESTMENTS LLC	\$50.00	\$3,525.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
107080	111 O'BRIEN ST..3-1103	KELLY N & BRADY S ENGLEBERT	\$50.00	\$3,597.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
107086	3050 GILBERT DR..21-6668-44	PAUL A ROMSOS	\$50.00	\$11,656.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
107088	1520 LEO FRIGO WAY..20-452	PAULS PANTRY INC	\$70.00	\$4,100.00	Pending
[50-1 - Heating Unit Only (Commercial)] SPACE HEATER - INFRARED					
107089	2480 LARSEN RD..6H-4216	JUST 4 KIDS PROPERTIES LLC	\$70.00	\$4,000.00	Closed
[50-1 - Heating Unit Only (Commercial)] FURNACE					
107090	605 N BROADWAY..5-899	MARGARET A YOUNG	\$50.00	\$5,029.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
107092	2215 SUNRISE CT..21-819-20	TROY N & LISA A GOETZ	\$50.00	\$2,300.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
107094	164 ROSE LN..21-89-13	ALF RENTALS LLC	\$50.00	\$3,800.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
107096	1110 COLONIAL AV..1-1797	DALE L TEASE	\$50.00	\$3,470.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
107097	921 BADER ST..21-1176-B-8	GLENN C & JUDITH M ANDERSON	\$50.00	\$8,988.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
107098	2651 GLACIER DR..21-3339	ANJANI K MEHRA	\$50.00	\$3,840.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
107103	831 SUNNY LN..6-811-30	CHRISTOPHER E JOLMA	\$50.00	\$5,258.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
107104	304 SEMINOLE LN..6H-2360	SHANE & JESSICA PASSAMONI	\$50.00	\$7,375.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
107107	323 MICHELLE CT..21-6359	SAMANTHA A & DANIEL L LAVIOLETTE	\$50.00	\$5,958.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
107109	1791 BOND ST..6-74-A-1	CRYSTAL M & DAVID M VANSEGGERN	\$50.00	\$12,153.00	Closed

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

107110	2538 TROJAN DR..6H-2064	BRIANNA D DELANEY	\$50.00	\$9,180.00	Closed
[50-1 - Heating Unit Only (Residential)] BOILER					
107111	1246 LAWE ST..17-340	BRIAN L GROSSKREUTZ	\$50.00	\$4,500.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
107112	2436 IRONWOOD DR..6H-1504-6	EMILY & CHRISTOPHER M XIONG	\$50.00	\$16,042.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
107113	228 TRADERS POINT LN..21-5688	MARY E C VILLWOCK	\$50.00	\$14,871.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
107120	932 GALLAGHER ST..18-35	DARIAN L CARTER	\$50.00	\$4,221.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
107123	1734 S ONEIDA ST..1-2679	LISA R COREY	\$50.00	\$8,543.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
107126	1434 KATERS DR..6-298-D	JAMIE L KITTELL	\$50.00	\$3,800.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
107128	516 CORNELIUS DR..21-4124	TYLER J & KAITLYN A MILLER	\$50.00	\$5,300.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
107129	427 S ROOSEVELT ST..14-1302	GOYNES I LLC	\$50.00	\$4,800.00	Pending
[50-1 - Heating Unit Only (Residential)] BOILER					
107130	1360 HARVEY ST..8-572	ALBERTO HERNANDEZ MUNGUIA	\$50.00	\$10,700.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
107131	1303 SAN JOSE PL..3-1289	JAMES B & JANICE M FRANKSON	\$50.00	\$3,300.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
107132	2451 WANDERING SPRINGS CIR..23-271	HANNAH M & BENJAMIN K MWAI	\$50.00	\$4,000.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
107149	1092 DOUSMAN ST..5-637-A	DEANNA M KLESCEWSKI	\$50.00	\$7,945.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITONER					
107154	818 N VAN BUREN ST..7-425	BRYAN S WILSON, ETAL	\$50.00	\$2,547.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
107158	1436 CRESTWOOD DR..6H-1166-7	ASHLEY MCCOY BEAVERS	\$50.00	\$5,145.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
107166	2571 GREENBRIER RD..21-6530-20	KATHLEEN M DINY REVOCABLE TRUST	\$50.00	\$4,500.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE - 60K BTU					
107171	1626 LILAC LN..21-1110-M-10	ROGER L ADRIANS	\$50.00	\$4,601.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
107172	3483 SPYGLASS HILL DR..22-1898	DAVID W & LAURA A NOLAN	\$50.00	\$4,601.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					

107178	1387 SONATA CT..21-6125 [50-1 - Heating Unit Only (Residential)] FURNACE	ROBIN J & BONNIE S LAST	\$50.00	\$4,850.00	Pending
107179	1216 STUART ST..14-1317 [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER	KAYTLYN B CASSELS	\$50.00	\$7,200.00	Closed
107196	874 DIVISION ST..5-1412 [50-1 - Heating Unit Only (Residential)] BOILER	ROSE & SONS LLC	\$50.00	\$4,800.00	Pending
107201	1400 N BAIRD ST..21-1198-6 [50-1 - Heating Unit Only (Residential)] FURNACE LOT # 5	PERRY PARK PARTNERS ETAL	\$50.00	\$1,898.00	Pending
107202	1094 6th ST..2-773 [50-1 - Heating Unit Only (Residential)] FURNACE	LINDA BURBY	\$50.00	\$6,428.00	Pending
107204	132 JOAN AV..21-89-21 [50-1 - Heating Unit Only (Residential)] BOILER	GEORGE C SMITH	\$50.00	\$7,260.00	Pending
107232	1718 PREBLE AV..19-371 [50-1 - Heating Unit Only (Residential)] FURNACE	JOSE & CLAUDIA GARZA	\$50.00	\$5,000.00	Pending
107233	630 MT MARY DR..21-1111-D-117 [50-1 - Heating Unit Only (Residential)] FURNACE	JENNIFER M ZEITLER	\$50.00	\$6,700.00	Pending
107234	1026 ETHEL AV..18-967 [50-1 - Heating Unit Only (Residential)] FURNACE	JULIANN M BERGS	\$50.00	\$5,300.00	Pending
107235	1474 EMILIE ST..17-1012 [50-1 - Heating Unit Only (Residential)] FURNACE	ERIC Y MORALES, ETAL	\$50.00	\$6,786.00	Pending
107236	2761 S LE CAPITAIN CIR..21-4430 [50-1 - Heating Unit Only (Residential)] FURNACE	NATHAN & MARISSA HEIM	\$50.00	\$6,686.00	Pending
106979	1506 PILGRIM ST..1-2530 [60-1 - Repair/Alter Existing Plumbing System (Residential)] SUMP PUMP	JANE M MEEHAN	\$30.00	\$975.00	Closed
107024	906 LINCOLN ST..18-640-1 [60-1 - Repair/Alter Existing Plumbing System (Commercial)] REPAIR AND REPLACE KITCHEN/BATH APPLIANCES	PAUL R PHILLIPS	\$70.00	\$1,000.00	Closed
107033	1105 S JACKSON ST..16-234 [60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE	STEVEN P & DEBRA T DHEIN	\$0.00	\$4,350.00	Closed
107041	118 S WASHINGTON ST..12-341 [60-1 - Repair/Alter Existing Plumbing System (Commercial)] TUB TO SHOWER REPLACEMENT	MICHAEL P & KATHRYN L TUBBS	\$70.00	\$1,200.00	Pending
107042	1542 7th ST..6-498-A [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION	TAMIE E & DAVID J SELISSEN	\$50.00	\$1,200.00	Pending
107050	1253 ELMORE ST..5-1334-D [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION	RUSSELL R SCHMIDT	\$50.00	\$1,200.00	Pending
107052	1487 ELLIS ST..8-42 [60-1 - Water Service - Connection/Repair (Residential)] REPLACE EXISTING WATER LATERAL FROM CURB STOP TO HOUSE	CHARLES R TIMMERMAN	\$30.00	\$3,000.00	Pending
107077	1363 DOTY ST..14-1394	DARRELL G TACHICK	\$0.00	\$3,850.00	Closed

[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE

107082 2244 MANITOWOC RD..21-420-18 JAMES R DEBAUCHE, ETAL \$50.00 \$10,000.00 Closed

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

107106 1400 CREEKSIDE LN..21-5571 CHRISTA G BATIANSILA \$30.00 \$2,000.00 Closed

[60-1 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY SEWER REPAIR

107115 2454 ROBINSON AV..21-3258 THOMAS M KING \$50.00 \$8,200.00 Pending

[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION AND REPLACE MIXER VALVE

107116 1757 BEAVER DAM DR..6-2080 METZNER DAVID C & MARCIA G FAMILY TRUST \$50.00 \$4,775.00 Pending

[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE

107117 960 BOND ST..5-1280 CARYN E FRAZIER \$30.00 \$2,500.00 Pending

[60-1 - Water Heater (Residential)] WATER HEATER REPLACEMENT

107122 615 PINE TE..6-153-E TERRA2 PROPERTIES LLC \$60.00 \$4,000.00 Closed

[60-1 - Water Service - Connection/Repair (Residential)] INSTALL WATER AND SANITARY SEWER TO GARAGE

107135 998 LANGLADE AV..1-377 ROBERT & JOSH SCHROEDER \$50.00 \$2,000.00 Pending

[60-1 - Repair/Alter Existing Plumbing System (Residential)] NEW SYSTEM - REPLACING DRAINING PIPE, WATER PIPE, MAIN VALVE & NEW VALVE FOR TUB

107136 1422 ELIZA ST..17-667 RENEE A PLOUFF \$50.00 \$1,200.00 Pending

[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

107140 2390 E MASON ST..21-126-17 WOOF GREEN BAY EAST LLC \$30.00 \$10,000.00 Pending

[60-1 - Water Service - Connection/Repair (Commercial)] WATER SERVICE REPAIR - NO R-O-W WORK.

107144 1612 CASS ST..21-1334-7 CARL R BLOEMER \$30.00 \$4,250.00 Closed

[60-1 - Storm Sewers - Connection/Repair (Commercial)] REPLACE CATCH BASIN

107164 3693 COLLEGIATE WAY..21-7401 JOHN O & CHRISTINE E WARD \$50.00 \$14,450.00 Closed

[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT

107165 1173 UNIVERSITY AV..7-723 LAURA M & MARK S PIEPER \$50.00 \$13,300.00 Pending

[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT

107169 1529 SMITH ST..19-681 MARCOS & MARIA SANCHEZ \$50.00 \$14,450.00 Pending

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

107170 1500 ELM ST..19-81 HUGO CESAR GOMEZ \$50.00 \$8,400.00 Pending

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

107174 337 NORTHERN AV..5-339 EMPIRE ESTATES LLC \$0.00 \$6,950.00 Pending

[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

107175 520 N HENRY ST..21-1392 JEAN MARIE BIRK & ANDREW DALTON \$30.00 \$3,850.00 Pending

[60-1 - Water Service - Connection/Repair (Residential)] REPAIR LEAKY WATER SERVICE

107199 205 HUDSON ST..3-1172 REDEEMER EVANGELICAL LUTHERAN CHURCH \$30.00 \$6,000.00 Closed

[60-1 - Water Service - Connection/Repair (Commercial)] RELAY WATER SERVICE

107211 1273 E WALNUT ST..14-216 STEVEN R QUEALY, ETAL \$50.00 \$1,200.00 Pending

[60-1 - Water Service - Connection/Repair (Residential)] TUB TO SHOWER CONVERSION

107218	935 ELMORE ST..5-370	COREY ALAN & CLAIRE E DEBAUCHE	\$50.00	\$1,200.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
106636	317 W WALNUT ST..3-110	ZEISE MARITAL TRUST	\$82.27	\$1,300.00	Pending
[70-1 - Signs - Permanent] Projecting Sign					
106759	227 N WASHINGTON ST..12-13	WIDMER PROPERTIES LLC	\$95.60	\$5,000.00	Pending
[70-1 - Signs - Permanent] Replaces Nectar wall sign					
106922	835 S VAN BUREN ST..16-293	SAINT VINCENT HOSPITAL ETAL	\$253.70	\$34,588.87	Pending
[70-1 - Signs - Permanent] New Wall Sign					
106981	213 N MADISON ST..11-175	DIVINE TEMPLE CHURCH OF GOD IN CHRIST	\$119.00	\$4,100.00	Pending
[70-1 - Signs - Permanent] Wall and Ground Sign					
106997	1119 W MASON ST..2-1102-1	ANDY THORNELL	\$110.64	\$3,500.00	Pending
[70-1 - Signs - Permanent] Wall Sign					
107058	1814 ELIZABETH ST..21-5713	1814 ELIZABETH STREET LLC	\$138.06	\$23,000.00	Pending
[70-1 - Signs - Permanent] Wall + Video Display Signage					
100675	1400 BYLSBY AV..6-35	FOX RIVER TERMINALS LLC	\$1,961.00	\$311,240.00	Pending
[80-1 - Site (Erosion Control, Fill, Excavating)(EC ONLY PROJECT)] EC Approval in drag					
Totals: 206 projects			\$71,981.76	\$11,256,436.82	

Summary of Projects Issued

12/1/2021 to 12/31/2021

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	5	5	10	5	5	5	5	5	\$5,577.21	\$1,231,000.00
2 Residential - Addition - Single Family House	2	1	1	2	0	0	0	0	\$150.00	\$61,000.00
2 Residential - Alteration - 1 -2 Family House	12	0	9	12	9	4	6	0	\$2,188.13	\$137,745.00
7 Deck, Porch, Patio, Ramp (Residential)	5	5	4	5	1	0	0	0	\$525.00	\$110,325.00
9 Raze - Building or Structure (Residential)	1	0	0	1	0	0	1	0	\$100.00	\$11,000.00
11 Fence (Residential)	8	0	0	8	0	0	0	0	\$400.00	\$61,946.32
11 Foundation Repair (Residential)	7	0	0	7	0	0	0	0	\$350.00	\$71,446.87
11 Garage/Carport/Shed (residential)	2	1	1	2	1	0	0	0	\$204.72	\$34,000.00
11 Swimming Pool (Residential)	1	1	1	1	1	1	0	1	\$250.00	\$60,000.00
30 Commercial - Alteration - Multi-Family of 3 or more units	2	0	0	2	2	1	1	0	\$748.64	\$122,827.00
31 Commercial - Addition - Non-Residence, Non-housekeeping	1	1	6	1	1	1	1	1	\$17,152.00	\$2,300,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	13	0	13	13	12	9	6	0	\$23,107.51	\$4,853,998.00
31 Commercial - New - Rooming Houses, Boarding Houses, Dormitories, Fraternity and Sorority Houses for non Transient Accommodations	1	1	3	1	1	1	1	1	\$2,050.79	\$505,007.00
31 Commercial - New - Stores, Customer Services (restaurants, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)	1	0	2	1	1	1	1	0	\$1,898.00	\$420,000.00
34 Cell Tower - Alteration to Existing (Commercial)	3	0	0	3	3	0	0	0	\$420.00	\$80,000.00
34 Change of Use (Commercial)	1	1	1	1	1	0	0	0	\$5,740.00	\$15,000.00
34 Parking Lot - New & Reconstruction (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$35,000.00
34 Roofing (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$85,110.76
34 Temporary Office/Trailer/Event (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$1.00
34 Window, Door - Replacement (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$2,584.00
34 Z - Misc Project Not Listed (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$2,080.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$5,000.00
40 Electrical Service - Change (Residential)	9	0	0	0	9	0	0	0	\$450.00	\$10,185.00
40 Electrical Service - Repair (Residential)	14	0	0	0	14	0	0	0	\$700.00	\$22,001.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	5	0	1	1	5	0	1	0	\$1,279.42	\$75,100.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	5	0	0	1	5	0	0	0	\$300.00	\$14,325.00
40 New Electrical System (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$400.00
40 New Electrical System (Residential)	1	0	0	0	1	0	0	0	\$50.00	\$725.00
50 AC Unit Only (Residential)	2	0	0	0	0	2	0	0	\$100.00	\$9,418.00
50 Heating and Air Conditioning Units (Residential)	14	0	1	1	1	14	0	0	\$1,340.07	\$147,605.00
50 Heating Unit Only (Commercial)	3	0	0	0	0	3	0	0	\$210.00	\$20,100.00
50 Heating Unit Only (Residential)	47	0	0	0	0	47	0	0	\$2,350.00	\$233,278.00
60 Repair/Alter Existing Plumbing System (Commercial)	2	0	0	0	0	0	2	0	\$140.00	\$2,200.00
60 Repair/Alter Existing Plumbing System (Residential)	13	0	0	0	0	0	13	0	\$630.00	\$81,350.00

60 Sanitary Sewers - Connection/Repair (Residential)	1	0	0	0	0	0	1	0	\$30.00	\$2,000.00
60 Storm Sewers - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$4,250.00
60 Water Heater (Residential)	1	0	0	0	0	0	1	0	\$30.00	\$2,500.00
60 Water Service - Connection/Repair (Commercial)	2	0	0	0	0	0	2	0	\$60.00	\$16,000.00
60 Water Service - Connection/Repair (Residential)	7	0	0	0	0	0	7	0	\$170.00	\$27,200.00
70 Signs - Permanent	6	6	0	6	1	0	0	0	\$799.27	\$71,488.87
80 Site (Erosion Control, Fill, Excavating)(EC ONLY PROJECT)	1	1	1	0	0	0	0	1	\$1,961.00	\$311,240.00
Totals:	206	23	54	79	76	89	50	9	\$71,981.76	\$11,256,436.82



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year December, 2021
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 59,265.24	\$ 59,265.24		
Adjustment (if applicable)	\$.00	\$.00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 20,508.27	\$ 17,765.82		\$ 2,742.45
Adjustment (if applicable)	\$.00	\$.00		\$.00
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 13,813.06			\$ 13,813.06
Adjustment (if applicable)	\$.00			\$.00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,281.87		\$ 5,281.87	
Adjustment (if applicable)	\$.00		\$.00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 6,898.65		\$ 3,407.82	\$ 3,490.83
Adjustment (if applicable)	\$.00		\$.00	\$.00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 6,827.40			\$ 6,827.40
Adjustment (if applicable)	\$.00			\$.00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00
Adjustment (if applicable)	\$.00			\$.00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00
Adjustment (if applicable)	\$.00	\$.00		\$.00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 200.00		\$ 200.00	
Adjustment (if applicable)	\$.00		\$.00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)	\$.00			\$.00
Adjustment (if applicable)	\$.00			\$.00
11. Safe Ride Program (s. 85.55, Stats.)	\$ 817.26			\$ 817.26
Adjustment (if applicable)	\$.00			\$.00
12. Totals	\$ 113,611.75	\$ 77,031.06	\$ 8,889.69	Pay This Amount \$ 27,691.00

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: Neil Basten Date: 1-4-2022

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: Pat R. Maly Date: 1/5/22

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
<u>Neil Basten</u>	<u>920-448-3131</u>	<u>neilba@greenbaywi.gov</u>

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
January 18, 2022**

ASPHALT RESURFACING

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT RESURFACING on said streets:

**KLAUS STREET – N. Webster Avenue to N. Baird Street
ONTARIO ROAD – Finger Road to Tobermory Drive
ST. GEORGE STREET – Reber Street to Weise Street**

2. Said public improvement shall include placing of a hot mix ASPHALT surface over the existing street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at three and seventy-five hundredths percent (3.75%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Services Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2022

Approved _____, 2022

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
January 18, 2022**

ASPHALT PAVEMENT

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

ROOSEVELT STREET – Main Street to Stuart Street

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at three and seventy-five hundredths percent (3.75%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Service Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2022

Approved _____, 2022

Mayor

ATTEST:

City Clerk

**RESOLUTION AUTHORIZING RELEASE OF
UTILITY EASEMENT AT 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 the release of the utility easement at 1440-1450 Velp Avenue.

WHEREAS, the Plan Commission of the City of Green Bay approved said release at its meeting on December 13, 2021, subject to the condition that the property owner must obtain required approvals from the City of Green Bay Zoning and Building staff prior to beginning construction on any portion of the discontinued easement.

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.

The North 6 feet of Lot 2, Volume 6, Certified Survey Maps, 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. The North Line of the 6 foot Utility Easement is described as following:

Beginning at the North Corner of Lot 2, Volume 6, Certified Survey Maps, Page 405, Map No. 1603, Document No. 863127, Brown County Records; thence S43°41'35"E, 122.29 feet along a North Line of said Lot 2; thence S67°53'34"E, 81.82 feet along a North Line of said Lot 2 to the end of said Line.

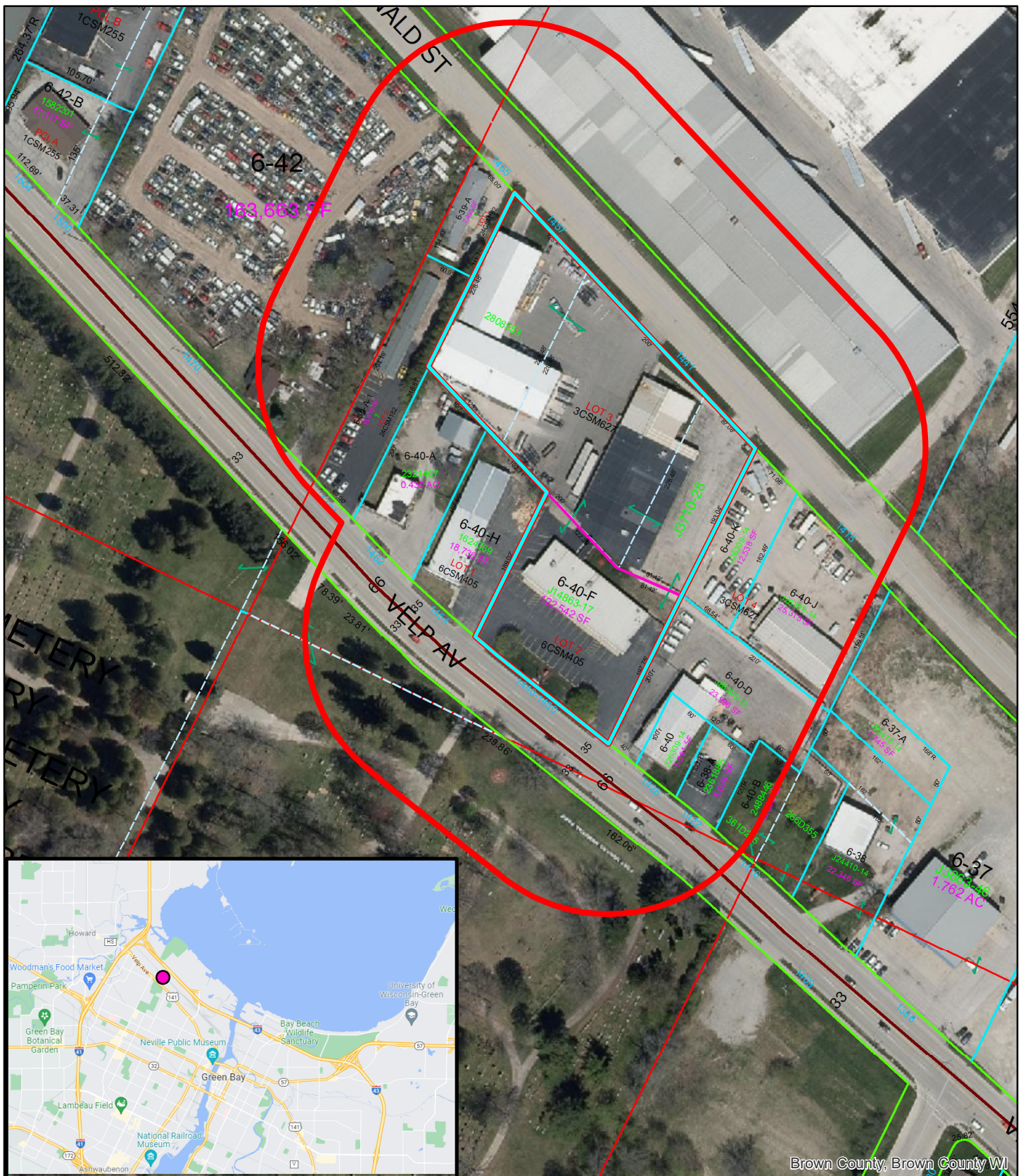
Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

MS
Attachment – Map

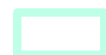


Brown County, Brown County WI



(ED 21-02) Easement Discontinuance 1440-1450 Velp Avenue Green Bay, WI, 54303

0 40 80 160 Feet



Parcel



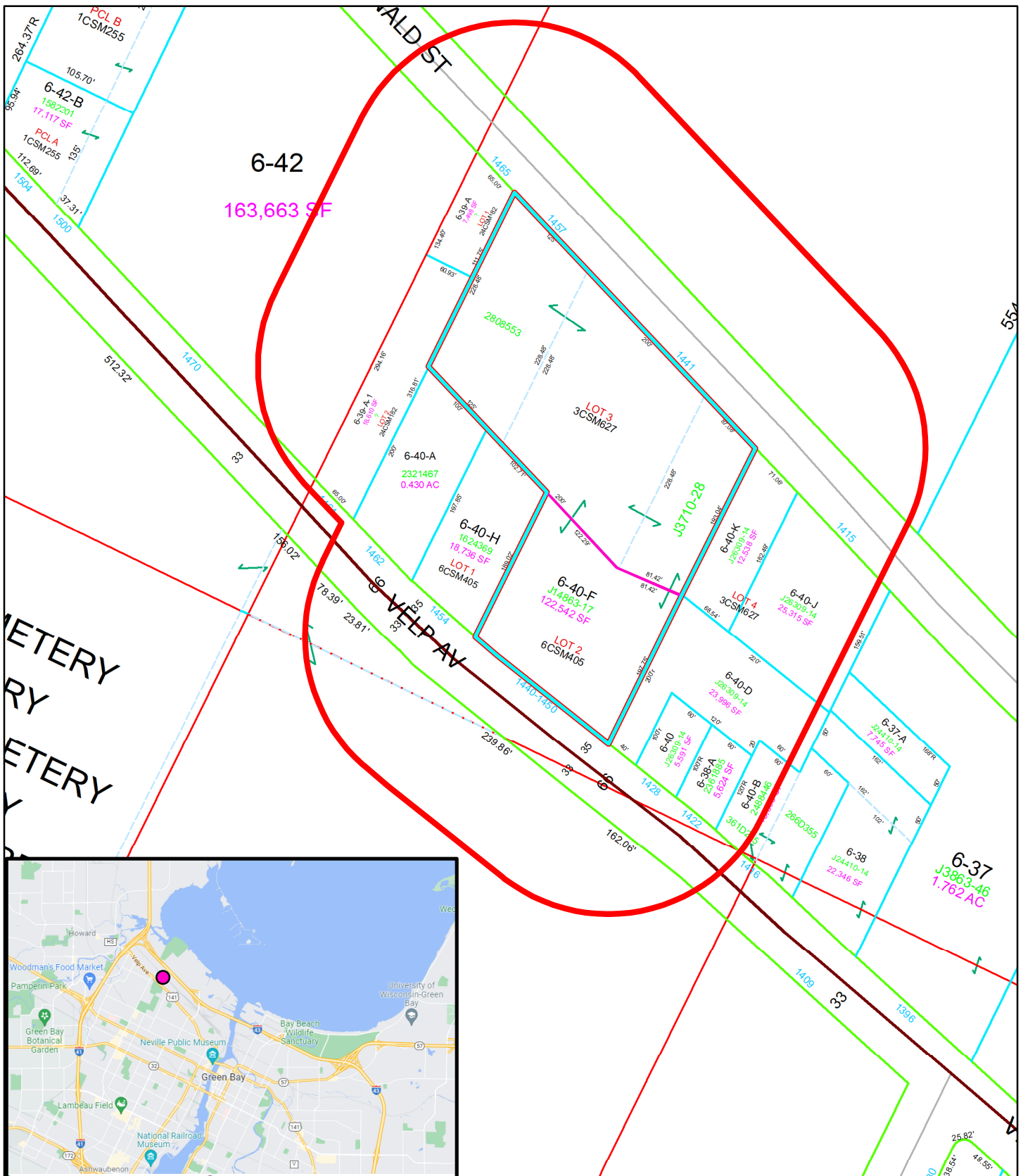
Public Utility Easement



Notification Area
200'

Parcel Number:
6-40-F

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





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(ED 21-02) Easement Discontinuance

1440-1450 Velp Avenue

Green Bay, WI, 54303

0 40 80 160 Feet

Parcel Number:
6-40-F

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

FINAL PAYMENTS RESOLUTION
January 18, 2022

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 contractor for its project in the amount listed as follows:

**1. PARKING RAMP REPAIRS – 2020
CENTRAL RESTORATION, INC.**

TOTAL AMOUNT EARNED:	\$ 653,586.14
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 653,586.14</u>
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 637,246.49</u>
AMOUNT DUE THIS PAYMENT:	\$ 16,339.65

ACCOUNT NUMBER
430500-55305-64040: \$16,339.65
PO #2000060

**2. RESURFACING 1-21 PART A
MARTELL CONSTRUCTION INC.**

TOTAL AMOUNT EARNED:	\$ 417,293.02
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 417,293.02</u>
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 151,582.13</u>
AMOUNT DUE THIS PAYMENT:	\$ 265,710.89

ACCOUNT NUMBERS
401500E-55301-65051: \$233,216.78
501-12201-65051: \$32,494.11
PO #2100071

**3. RAMPS 1-21 MAIN STREET PARKING
CENTRAL RESTORATION, INC.**

TOTAL AMOUNT EARNED:	\$ 105,573.40
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 105,573.40</u>
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 0.00</u>
AMOUNT DUE THIS PAYMENT:	\$ 105,573.40

ACCOUNT NUMBER
430500-55305-69071: \$105,573.40
PO #2100061

4. **ESG 1-21 MECHANICS BAY REROOF
WEINERT ROOFING**

TOTAL AMOUNT EARNED:	\$ 77,990.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 77,990.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 76,040.25</u>
AMOUNT DUE THIS PAYMENT:	\$ 1,949.75

ACCOUNT NUMBER
404503-55201-69111: \$1,949.75
PO #2100115

Adopted _____, 2022

Approved _____, 2022

Mayor

ATTEST:

City Clerk

JLD

**RESOLUTION IN SUPPORT OF OUR
NEW NEIGHBORS FROM AFGHANISTAN**

January 18, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS the people of Afghanistan have suffered the devastating effects of a 20-year war, many of them having provided assistance and support to the United States military during that period; and

WHEREAS 125,000 of our friends from this war-torn nation have been airlifted to the United States, including some to Wisconsin's own Fort McCoy, and 125 who have come to make their homes in Green Bay; and

WHEREAS Green Bay is known the world over for its hospitality, a characteristic native to nearly all great traditions of faith and culture; and

WHEREAS Green Bay has a history of welcoming refugees into our community; in particular, thousands of Hmong and Somali former refugees now resident in this community and have started families and businesses here, making our community stronger and more diverse; and

WHEREAS our new Afghan neighbors are in need of affordable housing, food security, employment, transportation, official documentation, and enrollment of their children in schools; and

WHEREAS some of our new neighbors from Afghanistan struggle with adaptation to cultural norms we often take for granted, such as the English language, and also face emotional challenges stemming from fear for the safety of family left behind and the difficulties of beginning a new life in a new climate with all new neighbors and traditions; and

WHEREAS we, the citizens of Green Bay, are called by our best traditions and instincts to be a welcoming community for all people of good will, and we intend to be that community and meet those obligations;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay welcomes our Afghan friends for resettlement in our community and stands ready to offer assistance toward their successful assimilation into Green Bay and toward their long-term happiness and success.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
KS ENERGY SERVICES
CITY OF GREEN BAY SEWER SYSTEM ACCESS
January 18, 2022**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the request by KS Energy Services to renew the annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.

Adopted _____, 2022

Approved _____, 2022

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
SPEEDY CLEAN, INC.
TO CONDUCT INSPECTION OF SEWER MAINS AND LATERALS
January 18, 2022**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the request by Speedy Clean, Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.

Adopted _____, 2022

Approved _____, 2022

Mayor

ATTEST:

City Clerk

jld



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

MEETING DATE

January 18, 2022

PREPARED BY

AGENDA ITEM # V.I

General Ordinance No. 01-22

An ordinance amending Section 4-4(e), Green Bay Municipal Code, relating to Temporary Expansion of Licensed Premises.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 01-22 - Amend 4-4e1c TELP

GENERAL ORDINANCE NO. 01-22

AN ORDINANCE
AMENDING SECTION 4-4(e)(1)c.,
GREEN BAY MUNICIPAL CODE,
RELATING TO TEMPORARY EXPANSION OF LICENSED PREMISES

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

SECTION 1. Section 4-4(e)(1)c., Green Bay Municipal Code, is hereby amended to read:

Return to original premises description. Any premises description expanded under this section shall be removed no later than December 31, ~~2020~~ **2022**, at which time the licensed premises shall automatically return to the liquor license premises description identified and approved as part of the licensee's annual license application without further action on the part of the licensee of Common Council.

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

1/18/2022