AGENDA OF THE COMMON COUNCIL

TUESDAY, AUGUST 2, 2022, 6:00 PM
In person at City Hall Room 203--Council Chambers.
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

1. This item contains instructions/information for the virtual meeting and a comment form link.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Recognitions and Awards.

J. Appointments.

1. **Reappointments:**

Economic Development Authority
John Calewarts, 115 E. Walnut St., Apt. #714, Green Bay, WI 54301
Term to expire: June 1, 2025

Board of Review
John Thomas Aziere, 2651 Nicolet Dr., Green Bay, WI 54311
Term to expire: July 1, 2027

City of Green Bay/Town of Scott Joint Plan Commission

Eric Rakers, 2775 Classic Dr., Green Bay, WI 54311
Term to expire: June 1, 2025

2. **New Appointments:**

Water Commission
Allen Farvour, 2155 Holmgren Way, Green Bay, WI 54304
Term to Expire: October 1, 2025

K. Ordinances - Second Reading for Adoption.

1. General Ordinance No. 15-22
An Ordinance amending Sections 44-1964, 44-1965, 44-1966, 44-1967 and 44-1968 Green Bay Municipal Code relating to landscaping (referred from the 6/7/2022 Council Meeting).

2. Zoning Ordinance No. 04-22
An ordinance amending Zoning Ordinance No. 9-15 for the planned unit development overlay district 1567 East Mason Street.

3. General Ordinance No. 11-22
An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.

L. Report of the Redevelopment Authority (July 12, 2022).

1. To approve, and recommend the Common Council approve, a resolution authorizing the submittal of a Community Development Investment (CDI) Grant application to Wisconsin Economic Development Corporation (WEDC) for the rehabilitation of 317 Dousman Street (Parcel 4-65), subject to final review by the City Attorney.

M. Report of the Improvement & Services Committee (July 27, 2022).

1. To hold the request to consider alternatives to overnight on-street parking ban ordinance to allow overnight on-street parking until the August 24, 2022 Improvement & Services Committee meeting (held at the June 22, 2022, Improvement & Services Committee meeting.) (Ald. Wery).

2. To approve the Report of the Purchasing Agent to award the Petroleum Products Contract for a one-year contract with 4 – one-year options for renewal upon mutual agreement for estimated annual spend of $108,397 with Corey Oil LTD.

3. To approve the request by Department of Public Works to record a 12-foot wide Utility Easement along the north property line of Parcel 2-275.

4. To refer to staff the request by Ald. Stevens on behalf of Shane Zirbel to install two street lights along Van Duren Street between Newtols Street and Spinnaker Lane (Ald. Stevens) for further study and future report to the Improvement & Services Committee.

5. To approve the award of the base bid for contract GBPD 1-22 POLICE STATION REROOF to the low bidder, Crafts, Inc, in the amount of $110,081.

6. To receive and place on file the award of the following contracts:

   7. ESG 3-22 OFFICE REROOF to Northeastern Roofing, Inc in the amount of $121,489.

   8. SEWERS 1-22 BASIN REPAIRS to PTS Contractors, Inc in the amount of $1,086,000.

9. To receive and place on file the non-award of the contract PARKS 5-22 BAY BEACH WILDLIFE VIEWING PLATFORM.

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

    A. Granting of Licenses

    1. Sidewalk Builder

    a. Delahaut Custom Concrete LLC
    b.Fischer Concrete

    2. Tree & Brush Trimmer

    a. Noe Tree Service
    b. Pro 1 Property Services
    c. S&J Renovations Limited

11. To authorize the award of the contract GBPD 2-22 SECURITY FENCE at a staff level and report the award at the next regular meeting of the Improvement & Services Committee.

12. To approve an amendment to the Professional Services Agreement with Modjeski and Masters for the design of the West Leaf Mechanical Rehabilitation and Strain Gauge Balance Testing of the Main Street Bridge over the Fox River, B-5-311, in the amount of $12,690.

13. To approve the request by the Department of Public Works Parking Division to purchase replacement parking meter mechanisms from Duncan Parking Technologies in the amount of $59,065.

N. Report of the Protection & Policy Committee (July 25, 2022).

1. To approve a request by Soriah Hospitality LLC (Crown & Common) at 1139 Main St. to temporarily extend their license premises to the parking lot on August 20 (alternative date August 27) for a one-day event, subject to complaint.

2. To approve a change of agent for True North Energy, LLC (True North #818) at 1593 E. Mason St.

3. To approve a change of agent for True North Energy, LLC (True North #819) at 2145 University Ave.

4. To approve a change of agent for True North Energy, LLC (True North #820) at 1121 Radisson St.

5. To grant an appeal by John Martine regarding the denial of his operator's license.

6. To approve a renewal application for the 2022-2023 license year for a "Class B" Liquor and Class "B" Beer license for El Dorado LLC at 923 W. Mason St. (Filed June 30, 2022).

7. To approve a 2022-2023 renewal application for a "Class A" Liquor and Class "A" Beer license for ROA Enterprises, Inc. at 2278 Bay Settlement Rd. (Filed June 30, 2022).

8. To approve a application for a "Class B" Liquor & Class "B" Beer license for The Egg Roll Food Truck Group LLC at 114 S. Broadway with a license premises description as "ABOUT 1200 SQ FT FIRST FLOOR WITH ABOUT 1500 SQ FT OF BASEMENT SPACE," with the approval of the proper authorities (Previously licensed during the 2021-2022 license year as Pepper).

9. To approve an application for a "Class B" Liquor and Class "B" Beer license for OSJ LLC at 1301 S. Military Ave. with a license premises description as "FAMILY RESTAURANT/MOTEL/LIQUOR CLOSET/LOCKED COOLERMANGERS OFFICE, SMALL SERVICE BAR" (Licensed during the 2021-2022 license year as Bay Motel & Family Restaurant LLC).

10. To approve the release of five 2021-2022 Class "B" Beer and "Class B" Liquor licenses to the pool of available licenses due to no action taken for the 2022-2023 license year.

11. To approve the release of the "Class B" Combination license for The Cannery Market, LLC at 320 N. Broadway to the pool of available licenses.

12. Informational Only: The Clerk's Office Liquor Licensing Report for July 25, 2022.

13. Informational Only: Liquor Violation and Police Report.

14. Information Only: Automated License Plate Reader Pilot Project - Presentation by Chief Davis on the use of automated license plate reader cameras to collect license plate date for use in law enforcement investigations.

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

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

P. Report of the Plan Commission (July 11, 2022 & July 25, 2022).

1. To rezone portions of the 1000 Block of University Avenue and 500 Block of St. George Street from Light Industrial (LI), Neighborhood Commercial (NC), Varied Density

Residential (R3), and General Commercial (C1) to Public/Institutional (PI), Office Residential (OR), and Low Density Residential (R-1). (Public Hearing held 07/11/2022)

2. To rezone 3164 Finger Road from Low Density Residential (R-1) and Rural Residential (RR) to General Commercial (C1), and the 200 ft. buffer along Finger Road to Office Residential (OR). (Public Hearing 07/11/2022)

3. To amend text within Chapter 44, Article XVIII, Sect. 44-1747(b)(3) - Uncovered Parking in Residential Districts. (Public hearing held 07/11/22)

4. To amend the City's Comprehensive Plan for properties located in the 600 Block of Woodside Road, Tax Parcels 21-365-1 and 21-365-2, from Low Density Residential Uses to Medium/High Density Housing Uses. (Public Hearing held 07/25/2022)

5. To rezone properties located in the 600 Block of Woodside Road, Tax Parcels 21-365-1 & 21-365-2, from Low-Density Residential (R1) to Varied Density Residential (R3). (Public Hearing held 07/25/2022)

6. To rezone 2294-2296 Manitowoc Road and 2261-2275 Main Street (# 21-419, 21-420-27, 21-420-14) from General Commercial (C1) District to the Highway Commercial (C2). (Public Hearing held 07/25/2022)

7. To deny the request for a Conditional Use Permit (CUP) at 116 and 118 North Van Buren Street (Parcels: 9-139 & 1-140) to establish a surface parking lot use. (Public Hearing held 07/25/2022)

8. To approve a street name change for the 3700 Block of Finger Road to Vital Place, subject to the following conditions:

    1. The petitioner shall provide a complete legal description(s) for all properties adjacent to the Street Name Change area, including tax parcel numbers. The description(s) must meet the requirements for documents that will be recorded with the Brown County Register of Deeds.
    2. This segment shall be named Vital Place. (Public Hearing held 07/25/2022)

Q. Report of the Finance Committee (July 26, 2022).

1. To rescind the personal property taxes for account #30003 Baker and Macarthur, Inc. for a total of $84.32.

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

3. To approve the purchase of two (2) Mercury Outboard Motors 250XL replacements for Police Boat 109.

4. To approve the acceptance of the City-wide Comprehensive Energy Planning/PCS Energy Innovation Grant of $87,000 with a local match of $56,000.

5. To hold up to $100,000.00 from Contingency account for Parks department to allow ordering of materials and contracting out the necessary work to fix the damaged amenities

within the park system from the June 15, 2022 storm. Resolution to be held until actual expenses are available.

6. To accept an AmeriCorps Program Funding Grant for three years and obligate budget funds as the City's match to implement the Green Bay Conservation Corps program.

7. To hold a special meeting on Tuesday, August 16th at 5:00 PM to allocate the American Rescue Plan Act (ARPA) funding proposals.

8. To receive and place on file a request by Ald. Jennifer Grant to the Finance Committee which states: "For disclosure (from staff) with discussion and possible action of all approved, proposed, and pending ARPA requests with dollar amounts attached."

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

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

R. Report of the Park Committee. (July 27, 2022)

1. To approve the request by the Green Bay Public Works Department to install a stormwater management pond and other stormwater features at Seymour Park to assist with neighborhood flooding issues.

2. To approve the Design, Construction & Dedication Agreement with the Optimist Club of Green Bay for the construction of a concession stand with restrooms at the Finger Road Ballfield Complex.

3. To approve the Parks, Recreation & Forestry Department's Park & Greenway Encroachment Policy.

4. A. To approve hiring Fortress Fence to repair the Beaver Dam Park Backstops at Fields 2 and 3 for $22,845.

   B. To approve hiring Fortress Fence to repair the tennis court fencing at Fisk Park for $6,043.

   C. To approve hiring Fortress Fence to repair the Perkins Park Baseball Backstop for $28,626.

   D. To approve the purchase of fence materials from Fortress Fence to repair miscellaneous damaged fencing for $1,502.

5. To approve the request by TDS Metrocom, LLC for a Utility Easement at Kennedy Park.

S. Report of the Personnel Committee (July 26, 2022).

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
   a. Parking Enforcement Officer (2) - Public Works
   b. Operator I (Tractor) - Public Works
   c. Programmer Analyst - Information Technology

2. To present the request to fill for the Diversity and Inclusion Coordinator to the next Personnel Committee meeting and delay hiring until the position is approved to fill.

3. To receive and place on file the request for update and feedback on the Remote Work Policy with the possibility for revision.

4. To approve the request for the immediate addition of a neighborhood compliance inspector funded through inspection fees, contingency, or other possible sources.

T. Report of the Traffic, Bicycle, and Pedestrian Commission (July 18, 2022).

1. To receive and place on file the monthly Traffic Enforcement Unit Traffic Safety Plan.

2. To receive and place on file the report by the Police Department of the 2022 1st and 2nd quarter serious injury and fatal crashes.

3. To approve the 2022-2023 adult crossing guard locations.

4. To remove the NO PARKING 7 AM TO 6 PM MONDAY THROUGH FRIDAY zone on the west side of Van Buren Street from Cherry Street to Pine Street.

5. To remove the 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY parking zone on the west side of Van Buren Street from Walnut Street to Cherry Street.

6. To remove the 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY parking zone on the east side of Van Buren Street from Cherry Street to Pine Street.

7. To remove the 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY parking zone on both sides of Van Buren Street from Pine Street to Main Street.

8. To establish a 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY parking zone on the west side of Van Buren Street from a point 90 feet north of Walnut Street to Main Street, and adopt by ordinance.

9. To establish a 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY parking zone on the east side of Van Buren Street from Cherry Street to Main Street, and adopt by ordinance.

10. To remove the NO PARKING zone on the west side of Ashland Avenue from James Street to a point 130 feet south of Mather Street.

11. To remove the NO PARKING zone on the east side of Ashland Avenue from Mather Street to Dousman Street.

12. To remove the NO PARKING zone on the west side of Ashland Avenue from a point 75 feet north of Bond Street to a point 75 feet south of Bond Street.

13. To remove the NO PARKING zone on the west side of Ashland Avenue from a point 75 feet north of Elmore Street to a point 75 feet south of Elmore Street.

14. To remove the NO PARKING zone on the west side of Ashland Avenue from Kellogg Street to a point 80 feet north of Kellogg Street.

15. To remove the NO PARKING zone on the west side of Ashland Avenue from Dousman Street to a point 300 feet north of Dousman Street.

16. To remove the NO PARKING zone on both sides of Ashland Avenue from Dousman Street to south city limits.

17. To establish a NO PARKING zone on both sides of Ashland Avenue from the south city limit to Mather Street, and adopt by ordinance.

18. To establish a NO PARKING zone on the west side of Ashland Avenue from Mather Street to James Street, and adopt by ordinance.

U. Report of the Economic Development Authority. (July 28, 2022)

1. To approve the assignment of the Development Agreement 22-02 with CMC 3731 Finger Road, LLC to CAR Green Bay (WI) LLC.

2. To amend Development Agreement 22-02 with CAR GREEN BAY (WI) LLC, (formerly CMC 3731 Finger Road, LLC) to extend the public arts deadline from July 1, 2022, to October 1, 2022.

V. Report of the Sustainability Commission. (July 20, 2022)

1. Resiliency Coordinator - Informational Updates

W. Receive and Place on File.

1. Building Report for June 2022

2. MuniCtReportJune2022

X. Resolutions.

1. Resolution authorizing street name change for the 3700 Block of Finger Road to Vital Place.

2. Resolution approving dedication of Public Utility Easement across City-owned land at 503 S. Ashland Avenue (Tax Parcel Number 2-275).

Y. Ordinances - First Reading.

1. Zoning Ordinance No. 11-22
   An Ordinance rezoning the property located at 3164 Finger Road from Varied Density Residential (R3) and Rural Residential (RR) Districts to General Commercial (C1) District.

2. General Ordinance No. 19-22
   An ordinance amending Section Section 44-1747(b)(3) Green Bay Municipal Code, Related to parking for single-family and two family uses.

3. General Ordinance No. 10-22
   An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.

4. Miscellaneous Ordinance No.02-22
   An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay pertaining to properties located in the 600 Block Woodside Road.

5. Zoning Ordinance No. 13-22
   An ordinance rezoning the property located along the 600 Block of Woodside Road from Low Density Residential (R1) District to Varied Density Residential (R3).

6. Zoning Ordinance No. 12-22
   An ordinance rezoning properties located at 2294 and 2296 Manitowoc Road and 2261-2275 Main Street.

Z. Committee of the Whole.

1. For consideration with possible action for the Protection & Policy Committee be final approving authority on a request by Kegger's LLC to extend their license premises on August 27 for a one-day event.

AA. Referral of Petitions & Communications.

BB. Adjournment.

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

2022-08-02 Common Council

Zoom Meeting Information

Celestine Jeffreys is inviting you to a scheduled Zoom meeting.

Topic: 2022-08-02 Council Zoom
Time: Aug 2, 2022 06:00 PM Central Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/85719157240

Meeting ID: 857 1915 7240
Passcode: 963581
One tap mobile
+19292056099,,85719157240#,,,,*963581# US (New York)
+13017158592,,85719157240#,,,,*963581# US (Washington DC)

Dial by your location
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
Meeting ID: 857 1915 7240
Passcode: 963581
Find your local number: https://us02web.zoom.us/u/kpM3wbLUc

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

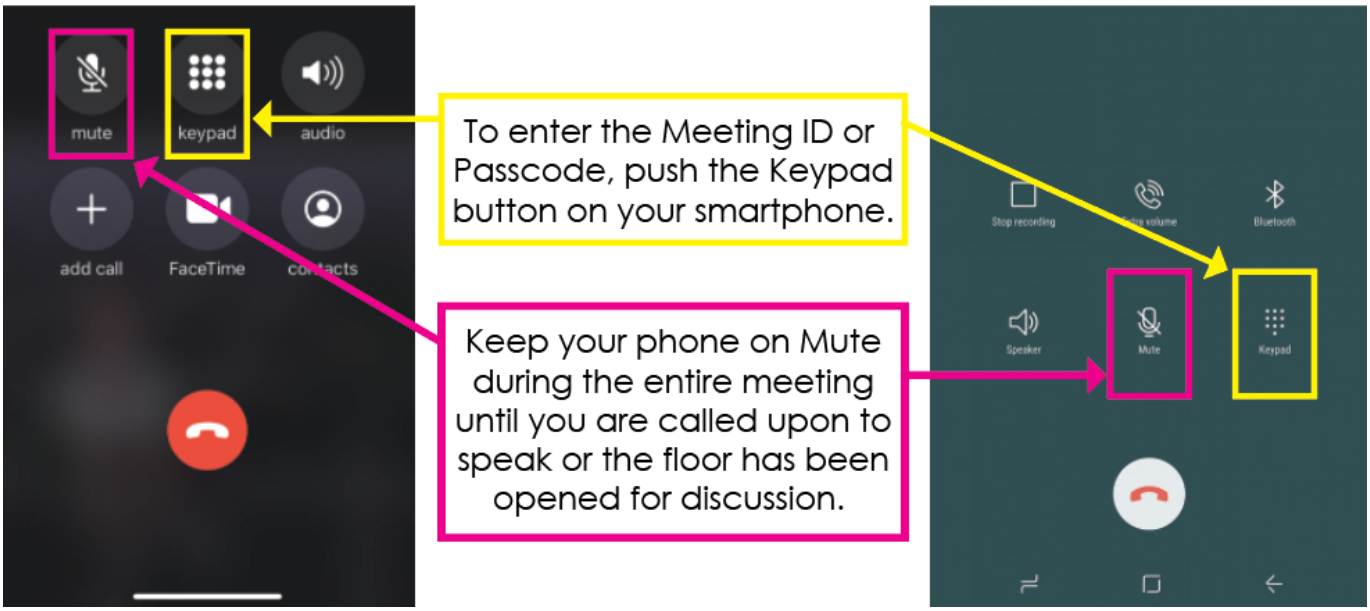
1. Wisconsin Open Meetings Law still applies
    a. Persons interested in speaking to an item must state their name and address for the minutes.
    b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 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 a 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 [redacted], 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

iPhone Users **Android Users**



GENERAL ORDINANCE NO. 15-22

AN ORDINANCE AMENDING SECTIONS 44-1964, 44-1965, 44-1966, 44-1967, AND 44-1968, GREEN BAY MUNICIPAL CODE, RELATING TO LANDSCAPING

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

SECTION 1. Section 44-1964, Green Bay Municipal Code, is hereby amended to read:

44-1964. Perimeter Landscape Buffers. Buffers shall be used to provide visual and noise separation ~~of intensive uses from less intensive~~ **between** uses**, and to improve water quality and stormwater runoff management**. Buffer landscaping shall be provided as follows:

~~(a) Non-residential or multifamily uses in residential districts: At least 10 feet wide abutting residential uses (at least fifteen (15) feet wide if the nonresidential use is two (2) stories or more). Large nonresidential buildings (25,000 square feet or greater) shall provide a buffer yard at least 20 feet wide. Nonresidential buildings with service areas or mechanicals oriented toward residential uses shall provide a buffer yard of 20 feet or more depending on the intensity of the development~~.

~~(b) Nonresidential or multifamily uses in commercial or industrial districts: At least fifteen (15) feet wide abutting residential uses in residential districts (at least twenty (20) feet wide if the nonresidential use is two (2) stories or more). Large nonresidential buildings (25,000 square feet or greater) shall provide a buffer yard at least twenty-five (25) feet wide.~~

(a) For non-residential or multifamily uses, buffers shall be at least twenty (20) feet wide. The following buffers shall be at least twenty-five (25) feet wide:

(1) Buffers for non-residential or multifamily buildings of two or more stories in residential, commercial, or industrial districts.

(2) Buffers for non-residential buildings of 25,000 square feet of floor area or more in residential, commercial, or industrial districts.

(3) Buffers along loading docks, service areas, or outdoor mechanical systems in residential, commercial, or industrial districts.

(4) Buffers for non-residential uses abutting residential uses or districts in commercial or industrial districts.

(c) Buffer design.

(1) Buffer areas shall consist of either a masonry wall, fence, berm, ~~or hedge~~ **plantings,** or **a** combination **thereof** that forms a screen a minimum of **four (**4**)** feet in height~~, a maximum of 6 feet in height,~~ and not less than 90 percent opaque on a year-round basis. Screening located along front and corner side yards ~~are~~ **is** limited to **four (**4**)** feet in height and not less than 90 percent opaque on a year-round basis and ~~which~~ **shall** effectually ~~blocks~~ **block** automobile headlights from trespass on **roads or** adjacent property.

(2) Buffers shall be landscaped with at least one (1) tree and five (5) shrubs for every 50 linear feet. **A minimum soil volume of 1,200 cubic feet for the indicated tree species shall be provided in the landscape island. A minimum of three (3) feet of soil depth shall be provided below the final surface elevation of the landscape island where the tree is planted.**

(3) Buffers may be interrupted for necessary pedestrian and vehicle access.

(4) Buffer designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan. Any combination of fencing and plantings may be used, provided the degree of opacity and screening required in this section is achieved.

SECTION 2. Section 44-1965, Green Bay Municipal Code, is hereby amended to read:

44-1965. Interior parking lot landscaping. The purpose of interior parking lot landscaping is to minimize the expansive appearance of parking lots**, to** ~~and~~ provide shaded parking areas**, and to provide water quality and stormwater management benefits where appropriate**. Landscaping shall consist of planting islands and medians comprising the required planting area specified under item (1) below.

(a) Planting area.

(1) At least ten **(10)** percent of the interior area of parking lots with ~~more than~~ twenty-five (25) **or more** spaces shall be devoted to landscape planting areas.

(2) ~~Shade~~ **Canopy** trees shall be provided within the interior of parking lots ~~areas~~ **of twenty-five (25) or more spaces** ~~in accordance with the following table~~ **at the rate of one tree per ten (10) spaces. Trees required to be planted in landscape islands, landscape medians, and perimeter areas shall count toward this requirement.**

~~Number of Parking Spaces~~	~~Minimum Required Tree Planting~~
~~0 – 24~~	~~None required~~
~~25 – 100~~	~~1 tree per 10 spaces~~
~~101+~~	~~1 tree per 15 spaces~~

(3) Parking lot landscape areas shall be protected with concrete curbing, wheel stops, or other suitable barriers to protect plant function and ensure survivability, with breaks as required to allow storm water inflow where the landscape areas have been designed to provide storm water treatment and control.

(b) Landscape islands.

(1) Landscape islands shall be provided at the end of each parking row and within the row of parking spaces so that there are no more than ~~fifteen (15)~~ **ten (10)** consecutive parking spaces without a landscape island.

(2) Landscape islands shall have minimum interior dimensions of at least ten (10) feet in width and ~~fifteen (15)~~ **eighteen (18)** feet in length. **Double rows of parking shall provide parking lot islands opposite one another to form continuous double islands. Where islands include a sidewalk, their width shall be increased to provide a planting area of at least ten (10) feet in width.**

(3) ~~Landscape islands~~ **Each landscape island** shall be planted with **a mix of herbaceous or woody** ground cover, ~~or sod and a minimum of one (1) shade/deciduous tree.~~ **shrubs, and mulch, or other ground cover sufficient to fully cover the ground surface and prevent the growth of weeds. No more than ten percent (10%) of the surface area of any landscape island may be non-living material, and no more than twenty percent (20%) of the surface area of any landscape island may be turf grass. A minimum soil depth of three feet (3') shall be provided unless this provision is specifically waived due to on-site conditions.**

(4) Required tree planting in landscape islands.

a. A minimum of one canopy tree shall be planted per 180 square feet of landscape island on the site.

b. Except where the Director or their designee determines that the requirements for soil volume and depth in this section cannot be met due to dimensional or site conditions, or where an individual landscape island is designed as part of an approved stormwater management plan described herein, at least one (1) tree shall be planted in each ten by eighteen-foot landscape island. Where tree planting is not possible, the required tree(s) shall be planted in another interior or perimeter parking lot landscape area.

c. A minimum soil volume of 1,200 cubic feet per tree for the indicated tree species shall be provided in the landscape island.

d. A minimum of three (3) feet of soil depth shall be provided below the final surface elevation of the landscape island where the tree is planted.

(5) Landscape island designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan.

(c) Landscape medians. ~~Parking lots with more than 100 spaces shall be divided into at least two smaller areas by landscape medians.~~ Parking lot landscape medians shall be placed between every other bay of parking in any lot with more than two parallel bays and more than forty (40) spaces. A parking bay shall be defined as one or two rows of spaces accessed from a single drive aisle.

(1) Landscape medians shall be a minimum of ~~eight (8) feet wide or fourteen (14) to eighteen (18) feet wide with a pedestrian walk.~~ **ten (10) feet wide. Where medians include a sidewalk running lengthwise, their width shall be increased to provide a planting area of at least ten (10) feet in width.**

(2) Landscape medians shall ~~have a minimum of one (1) shade tree per forty (40) lineal feet along the length of the median and shall contain mulch or irrigated grass.~~ **be planted with a mix of herbaceous or woody ground cover, shrubs, and mulch, or other ground cover sufficient to fully cover the ground surface and prevent the growth of weeds. No more than ten percent (10%) of the surface area of any landscape island may be non-living material, and no more than twenty percent (20%) of the surface area of any landscape island may be turf grass. A minimum soil depth of three (3) feet shall be provided unless this provision is specifically waived due to on-site conditions.**

(3) Required tree planting in landscape medians.

a. Landscape medians shall have a minimum of one (1) canopy tree per fifty (50) lineal feet along the length of the median.

b. Except where the Director or their designee determines that the requirements for soil volume and depth described in this section cannot be met due to dimensional or site conditions, or where an individual landscape median is designed as part of an approved stormwater management plan described herein, at least one (1) tree shall be planted in each landscape median. Where tree planting is not possible, the required tree(s) shall be planted in another interior or perimeter parking lot landscape area.

c. A minimum soil volume of 1,200 cubic feet per tree for the indicated tree species shall be provided in the landscape median.

d. A minimum of three (3) feet of soil depth shall be provided for and accessible to the tree below the final surface elevation of the landscape median where the tree is planted.

(4) Landscape median designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan.

(d) ~~General Compliance~~ **Existing parking lots**. For existing parking lots that currently do not comply with the interior **parking** lot landscaping **requirements of this section** as of ~~the~~ **its** adoption ~~of this ordinance~~, ~~such~~ **compliant** landscaping shall be provided when any one of the following occurs:

(1) Any ~~new~~ construction of a **new** parking lot must comply with the current requirements of this ordinance.

(2) Existing approved parking areas that are either rehabilitated or reconstructed are required to ~~replace existing approved interior lot landscaping or provide a total of 5% interior lot landscaping.~~ **either:**

a. Replace existing approved interior lot landscaping with landscape islands or landscape medians that meet the requirements of this section for dimensions, tree planting, planting mix, and soil volume and depth, or

b. Construct new interior landscape islands or landscape medians, the cumulative area of which is equal to at least five percent (5%) of the interior area of the parking lot.

(3) When an existing approved parking lot is expanded by **twenty-five percent (**25%**)** or ~~greater~~ **by more** than 7,500 ~~sq. ft.~~ **square feet** in total surface area, **whichever is less,** the entire parking area shall be brought into compliance with the requirements of this ordinance. ~~All expanded~~ **When determining the applicability of this standard, all permitted expansions of parking lot** areas are considered cumulative.

(4) Re-striping, patching, resurfacing of an existing parking area shall not be subject to this requirement.

(e) General Compliance. All new or replaced parking lot landscaping shall meet the standards for dimensions, tree planting, planting mix, and soil volume and depth set forth in this section. The Director of the Department of Community and Economic Development, or their designee, may vary or waive the requirements of this section upon a finding that site conditions or planting area sizes are not likely to lead to successful establishment and growth of required plantings.

SECTION 3. Section 44-1966, Green Bay Municipal Code, is hereby amended to read:

44-1966. Perimeter parking lot landscaping. Parking area edges shall be screened from public streets and sidewalks, public open space, and adjacent properties. The perimeter of parking areas shall be screened ~~from residential uses~~ by **means of**:

(a) A landscaped ~~frontage strip at least 5 feet wide along the public street or sidewalk. If a parking area contains over 100 spaces, the minimum required yard shall be increased to 8 feet in width.~~ **area meeting the following standards:**

(1) Landscaped areas shall be at least fifteen (15) feet wide along each frontage of a public street or sidewalk.

(2) If a parking area adjacent to a public street or sidewalk contains over 100 parking spaces, the minimum required landscaped area shall be increased to twenty (20) feet in width.

(3) Where parking lots border property lines, setbacks from the property line to the edge of the parking lot pavement shall meet the buffer requirements of Section 13-1820, but in no case shall a property line setback be fewer than twenty (20) feet.

(4) *Exception*. In Downtown One and Downtown Two zoning districts, the landscaped area shall be at least five (5) feet wide along each frontage of a public street or sidewalk.

(b) Screening consisting of either a masonry wall, fence, berm, ~~or hedge~~ **plantings,** or **a** combination **thereof** that forms a screen a minimum of **four (**4**)** feet in height~~, a maximum of 6 feet in height (6-8' in industrial districts),~~ and not less than 90 percent opaque on a year-round basis. Screening located along front and corner side yards ~~are~~ **is** limited to **four (**4**)** feet in height and ~~not less than~~ **must be at least** 90 percent opaque on a year-round basis and ~~which~~ effectually ~~blocks~~ **block** automobile headlights from trespass on adjacent property.

(c) **Tree planting.** ~~Trees shall be planted at a minimum of one (1) shade tree per forty (40) lineal feet within the frontage strip.~~ **A minimum of one (1) canopy tree per forty (40) lineal feet shall be planted within the perimeter parking lot landscape area.**

(1) Except where the Director or their designee determines that the requirements for soil volume and depth in this section cannot be met due to dimensional or site conditions, or where the perimeter parking lot landscape area is designed as part of an approved stormwater management plan described herein, at least one (1) tree shall be planted per forty (40) lineal feet within each perimeter parking lot landscaping area. Where tree planting is not possible, the required tree(s) shall be planted in another interior or perimeter parking lot landscape area.

(2) A minimum soil volume of 1,200 cubic feet per tree for the indicated tree species shall be provided in the perimeter parking lot landscape area.

(3) A minimum of three (3) feet of soil depth shall be provided for and accessible to the tree below the final surface elevation of the perimeter parking lot area where the tree is planted.

(4) Perimeter parking lot landscaping designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan.

(d) General compliance. For existing parking lots that currently do not comply with the perimeter parking lot landscaping standards of this section as of its adoption, compliant landscaping is required when any one of the following occurs:

(1) Any construction of a new parking lot must comply with the current requirements of this ordinance.

(2) Re-striping, patching, resurfacing of an existing parking area shall not be subject to the requirements of this section.

(3) When an existing approved parking lot is expanded by 25 percent or by more than 7,500 square feet in total surface area, whichever is less, the entire parking area shall be brought into compliance with the requirements of this ordinance. All permitted expansions of parking lot areas are considered cumulative in determining the applicability of this standard.

(4) Existing approved parking areas that are either rehabilitated or reconstructed, but do not meet the thresholds set forth in (3) above, are required to take one of the following actions with respect to perimeter parking lot landscaping:

a. Replace all existing, approved perimeter parking lot landscaping with perimeter landscape areas meeting the standards for tree planting, planting mix, soil volume, and soil depth set forth in this section; OR

b. Implement a new perimeter parking lot landscape area with a minimum width of five feet (5'), meeting the standards for tree planting, planting mix, soil volume, and soil depth set forth in this section.

(5) The number of trees required to be planted pursuant to this Section may be varied or waived upon finding that site conditions or planting area sizes are not likely to lead to successful establishment and growth of a canopy tree.

(6) Exceptions.

a. Where the Plan Commission determines that full compliance with this Section would not be possible due to site dimensions or the location of existing buildings; or where full compliance would result in the number of existing parking spaces being reduced by more than ten percent or in a manner that would result in non-compliance of the proposed use(s) with the provisions of this ordinance,

b. The Plan Commission may approve a substitute landscaping plan for the perimeter area which shall consist at a minimum of any combination of a three-foot masonry wall, three-foot ornamental metal fence, and plantings of low shrubs, perennials, or ornamental grasses.

SECTION 4. Section 44-1967, Green Bay Municipal Code, is hereby amended to read:

44-1967. Building foundation landscaping. Building foundations adjoining parking areas, walkways, or open space shall be planted with ~~ornamental~~ plant material such as ~~ornamental~~ trees, ~~flowering~~ shrubs, ~~and~~ perennials, **annuals,** and ground covers, with the exception of buildings that have facades flush with the sidewalk, i.e., downtown or storefronts.

(a) Foundation plantings shall be installed across eighty (80) percent of the length of the façade of the building, except where walkways and driveways are located.

(b) Foundation plantings shall include trees planted at the rate of one (1) tree per fifty (50) lineal feet of building façade, and may also include shrubs, herbaceous perennials, bioretention or rain garden plantings, and groundcover. Tree planting requirements may be varied, or required trees located on another portion of the site, if a minimum distance of five (5) feet from the building cannot be maintained.

(c) Where the area between the building and parking or street curb is entirely paved for pedestrian use, landscaping may consist of canopy trees planted in structural soils beneath tree grates or permeable pavement. The minimum structural soil volume provided shall be 600 cubic feet per tree.

(d) Above-ground planter boxes along building facades may be substituted for foundation plantings.

SECTION 5. Section 44-1968, Green Bay Municipal Code, is hereby amended to read:

44-1968. Plant Materials.

(a) In general. A reasonable attempt shall be made to preserve as many existing trees **with a diameter of six (6) inches diameter at breast height or greater** as is practicable, and to incorporate them into the site plan.

~~(1) All required landscaping shall emphasize the use of native species or plants that are proven adaptable to the climate but are not invasive on native species.~~

~~(2)~~**(1)** ~~Each~~ **A minimum of ninety percent (90%) of each** area required to be landscaped shall be covered in live material. Live material includes trees, shrubs, **perennials,** ground cover, and sod. Areas not covered in live material may be covered by mulch, rock, or other natural materials. Exposed gravel, aggregate rock, or concrete shall only be used where drainage ~~and/or~~ **or** soil conditions require a ~~non-irrigated and/or~~ hard surface pan at finished grade adjoining a building foundation.

(2) Plants indigenous to Wisconsin shall comprise no fewer than two-thirds (2/3) of the proposed trees and sixty percent (60%) of proposed shrubs, and shall be species proven adaptable to the climate and site conditions.

(3) ~~Tree~~ **Plant** species mix. ~~Any~~ **Where twenty (20) or more trees are proposed, at least three (3) species of tree shall be utilized, and no single** ~~one~~ species of ~~trees~~ **tree** shall ~~not~~ make up more than fifty percent (50%) of the total tree plantings for the property. **Where thirty (30) or more shrubs are proposed, no single species of shrub shall comprise more than one-third (1/3) of shrub plantings.**

(4) Minimum sizes. All required trees shall meet the following minimum size requirements:

Tree/Plant	**Minimum Required Size at time of planting**
Deciduous trees	Two (2) inch caliper
Ornamental deciduous trees	One and one-half (1-½) inch caliper
Evergreen trees	Six (6) feet in height
Shrubs	Five gallon (#5) container size

(5) Any plant materials used to meet the requirements of this ordinance shall not include any species identified as a Regulated Invasive Plant by the Wisconsin Department of Natural Resources pursuant to Wis. Admin. Code Ch. NR 40.

SECTION 6. Section 14-1969, Green Bay Municipal Code, is hereby amended to read:

44-1969. Maintenance and installation of materials. Installation and maintenance of all landscape materials shall comply with the following standards:

(a) ~~All landscape materials shall be installed to current industry standards.~~ **All installed landscape shall conform to the most recently approved American Standard for Nursery Stock, published by the American National Standards Institute.**

(b) An adequate water supply shall be indicated in the site plan.

(c) All required landscaping and screening features shall be kept free of refuse and debris.

(d) Maintenance and replacement of landscape materials**, including the maintenance of any trees planted in the public right-of-way,** shall be the responsibility of the applicant or property owner~~, including the maintenance of any trees planted in the public right-of-way~~. **All plantings required under this ordinance shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings succumb due to site conditions to which they are ill adapted, they shall be replaced with more culturally suitable species of the same type (tree, shrub, ground cover, etc.).**

SECTION 7. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 8. 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

MS

05/17/2022

ZONING ORDINANCE NO. 04-22

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 9-15
FOR THE PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT
1567 EAST MASON STREET
(ZP 22-07)

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 Overlay District for 1567 East Mason Street is hereby amended on the following described property:

GUESNIERS 4TH ADDN LOT 9 & S 27 FT OF LOT 8 EX ST IN 1038 R 239 BLK 1, 8,155 SQ FT

Tax Parcel: 8-475

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as applicable, the following conditions are imposed:

A. Purpose and Intent. To permit the construction of a free-standing drive-through restaurant compatible with existing commercial development on the adjoining site. The proposed uses shall be consistent with both Exhibits A & B attached.

B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
   1. Drive-through restaurant
   2. Other uses as permitted within the General Commercial (C1) District.
   3. Accessory uses and structures as allowed in Chapter 44, Article VIII, Division 3, Green Bay Municipal Code.

C. Dimensional and Area Requirements. Dimensional and area requirements for principle and accessory structures on the subject property shall be as follows:
   1. Front yard setback (East Mason Street): Fifteen (15) feet.
   2. Corner Side yard setback (John Street): Eight (8) feet.
   3. Interior side yard: Zero (0) feet.
   4. Rear yard setback (Kimball Street): Fifteen (15) feet.
   5. The height of all structures shall not exceed twenty-five (25) feet.
   6. Floor Area Ratio (F.A.R) shall not be less than 0.06 for drive-through facilities.
   7. The site impervious coverage shall not exceed 70%.
   8. Setback areas shall exclude paving and buildings.

DRAFT

D. Lighting. All lighting on the subject property shall be regulated as set forth in Chapter 44, Article V, Division 8, Green Bay Municipal Code. All canopy lighting shall be recessed.

E. Signage. All signage for the current project shall be regulated as required in Section 30-36, Green Bay Municipal Code, for the Highway Commercial (C2) district. No signage shall face north to Kimball Street and west to John Street except for direction signage approved by staff.

F. Site Plan Review & Standards

1. A site plan shall be submitted for review in accordance with Section 44-1889, Green Bay Municipal Code.
2. Any ground-mounted and/or roof-mounted mechanicals shall be screened in accordance with Section 44-1919, Green Bay Municipal Code.
3. Service, loading and storage areas shall comply with Section 44-1917, Green Bay Municipal Code.
4. The site shall be complaint with the drive-through requirements found in Section 44-1584(l), Green Bay Municipal Code.
5. An all-weather ADA compliant pedestrian connection shall be provided from the East Mason Street right-of-way to the entrance of the restaurant.

G. Landscaping/Transitional Yard

1. A detailed landscape plan shall be submitted identifying the type and placement of all plant materials.
2. An impervious fence that is minimum 4' high but not to exceed 6' high is required within the setback along Kimball Street, excluding the vision triangle. A 4' to 6' high impervious fence is required along John Street and shall taper to no higher than 3 feet at the entrance of the proposed drive. The fence shall be consistent in material and design for all street frontages.
3. Additional landscaping shall be placed between the Kimball Street and John Street rights-of-way and the proposed fence. Such landscaping shall include shrubs and plant material to soften the fence edge.
4. No less than 1 tree and 3 shrubs shall be included for each 60 linear feet of the John Street frontage.
5. All street terrace areas shall be vegetated and/or covered with a natural material.

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

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

DRAFT

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

APPROVED:

_____
Mayor Eric Genrich

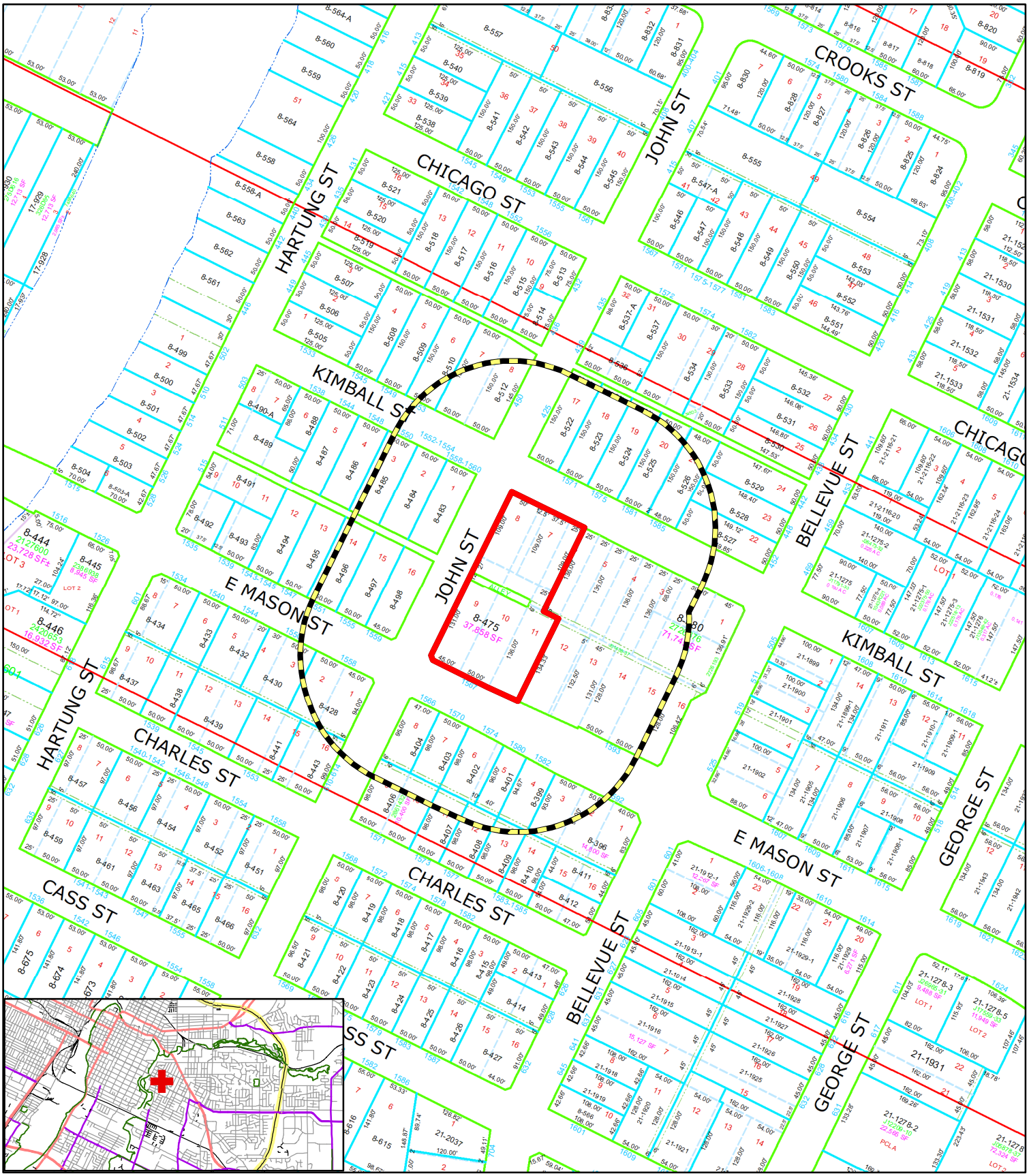
ATTEST:

_____
Clerk

Attachments:

Exhibit A – Site Plan
Exhibit B – Building Elevations

DRAFT



Zoning Petition (ZP 22-07)

Planned Unit Development (PUD) Amendment

1567 East Mason Street

Subject Area

200' Property Owner Notice

0 5,000 10,000 Feet

N

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

For Official Notice:

Public Notification
Proposed Rezoning
1567 East Mason Street
(ZP 22-07)

The Green Bay Plan Commission will hold a public hearing on **Monday, March 7, 2022,** at 6:00 p.m. The meeting will be conducted at a virtual location. If you wish to participate in the Public Hearing, you may access the meeting by the internet or telephone, using the access code below.

Join Zoom Meeting
https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZ1FjcmlpWnZIOEVnUT09

Meeting ID: 841 3767 5822
Password: 483400

One tap mobile
+13126266799,,84137675822# US (Chicago)
+16468769923,,84137675822# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)

Find your local number: https://us02web.zoom.us/u/kcTM6PWdqR

The hearing is regarding the following:
A request to rezone 1567 East Mason Street from Low Density Residential (R1) to Highway Commercial (C2), submitted by Stephen Wesoloski, Midwest Expansion, LLP, on behalf of Grand Central, LLC, property owner (Ald. B. Galvin, District 4).

Public comments will be invited at the public hearing or can be sent in writing to:
City of Green Bay
Department of Community and Economic Development
Attn: Paul Neumeyer
100 N. Jefferson St., Rm. 608
Green Bay, WI 54301

For additional information, contact Paul Neumeyer at (920) 448-3405 or paul.neumeyer@greenbaywi.gov.

Publication Dates: February 21, 2022 and February 28, 2022

GENERAL ORDINANCE NO. 11-22

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

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

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING TAXI BUS LIMO ONLY 10:00 PM TO 2:00 AM zone:

CHERRY STREET, north side, from Washington Street to Adams Street.

SECTION 2. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING TAXI LOADING ONLY 12:00 AM TO 3:00 AM SATURDAY AND SUNDAY zone:

WASHINGTON STREET, east side, from a point 100 feet south of Doty Street to Doty Street.

SECTION 3. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING TAXI BUS LIMO FOOD TRUCK ONLY 10:00 PM TO 2:00 AM zones:

CHERRY STREET, north side, from Washington Street to Adams Street.

SECTION 4. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING FOOD TRUCK TAXI LOADING ONLY 12:00 AM TO 3:00 AM SATURDAY AND SUNDAY zones:

WASHINGTON STREET, east side, from a point 100 feet south of Doty Street to Doty Street.

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

SECTION 6. Effective date. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

DJAH
5/3/22

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	Matt Buchanan, Staff

AGENDA ITEM # L.1

To approve, and recommend the Common Council approve, a resolution authorizing the submittal of a Community Development Investment (CDI) Grant application to Wisconsin Economic Development Corporation (WEDC) for the rehabilitation of 317 Dousman Street (Parcel 4-65), subject to final review by the City Attorney.

BACKGROUND

At the June 14, 2022 RDA meeting, the RDA approved the use of $240,000 of TIDAH funds toward the development of six affordable rental units at 317 Dousman Street, contingent on receiving a Community Development Investment (CDI) Grant through Wisconsin Economic Development Corporation (WEDC). The private developer, BFAM, LLC, also intends to renovate ground floor commercial space for new tenants. The total cost to renovate the property is estimated at $1,550,000. The developer is requesting the City to apply for a $250,000 CDI grant so that it may serve as a pass-through agency to support the project.

The CDI program supports urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects with emphasis on, but not limited to, downtown community-driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners. To receive CDI funds for a project, the municipality is required to submit an application to WEDC and provide a signed resolution from the governing body authorizing the submittal of the application.

RECOMMENDATION

Approve and recommend Common Council approve a resolution authorizing the submittal of a Community Development Investment (CDI) Grant application to Wisconsin Economic Development Corporation (WEDC) for the rehabilitation of 317 Dousman Street (Parcel 4-65), subject to final review by the City Attorney.

FISCAL IMPACT

Approval of the request does not obligate the City or RDA to provide any additional funds. CDI Grant recipients are required to provide a minimum 1:1 matching investment in project costs. The developer intends to match funds through private equity (22.5%), developer debt (55%) and previously awarded TIDAH funds (10%). If the project moves forward as planned, the improvements are expected to significantly increase the assessed value of the property.

ATTACHMENTS

1. CDI Authorization Resolution 20220706

2. 317 Dousman Map

RESOLUTION AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT INVESTMENT GRANT APPLICATION FOR 317 DOUSMAN STREET

August 2, 2022

WHEREAS, the Community Development Investment (CDI) grant program provides incentives for shovel-ready projects with an emphasis on downtown community development; that lead to measurable benefits in job opportunities, increased property values and leveraged investments by local and private partners; and

WHEREAS, BFAM, LLC proposes to rehabilitate an 11,679 square foot building at 317 Dousman Street, which will allow for the creation of six new affordable housing units and improved ground floor commercial space; and

WHEREAS, BFAM, LLC has requested the City to submit an application for a CDI grant to assist with the project costs; and

WHEREAS, a resolution authorizing the submission of a grant application by the City of Green Bay is a prerequisite for the submission of a Community Development Investment (CDI) grant application; and

WHEREAS, should a CDI grant be awarded and accepted, the City, with the assistance of the Developer (BFAM, LLC) will maintain and submit semi-annual fiscal and narrative reports until completion of the project that document performance metrics; and

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Green Bay that the City requests funds available from the Wisconsin Economic Development Corporation (WEDC) through the CDI grant program and will comply with all of the requirements of the program and hereby authorizes the Development Director to act on the behalf of the City to submit a CDI application to WEDC, sign documents and take necessary action to undertake, direct and complete approved grant activities.

BE IT FURTHER RESOLVED that The City of Green Bay shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted _____

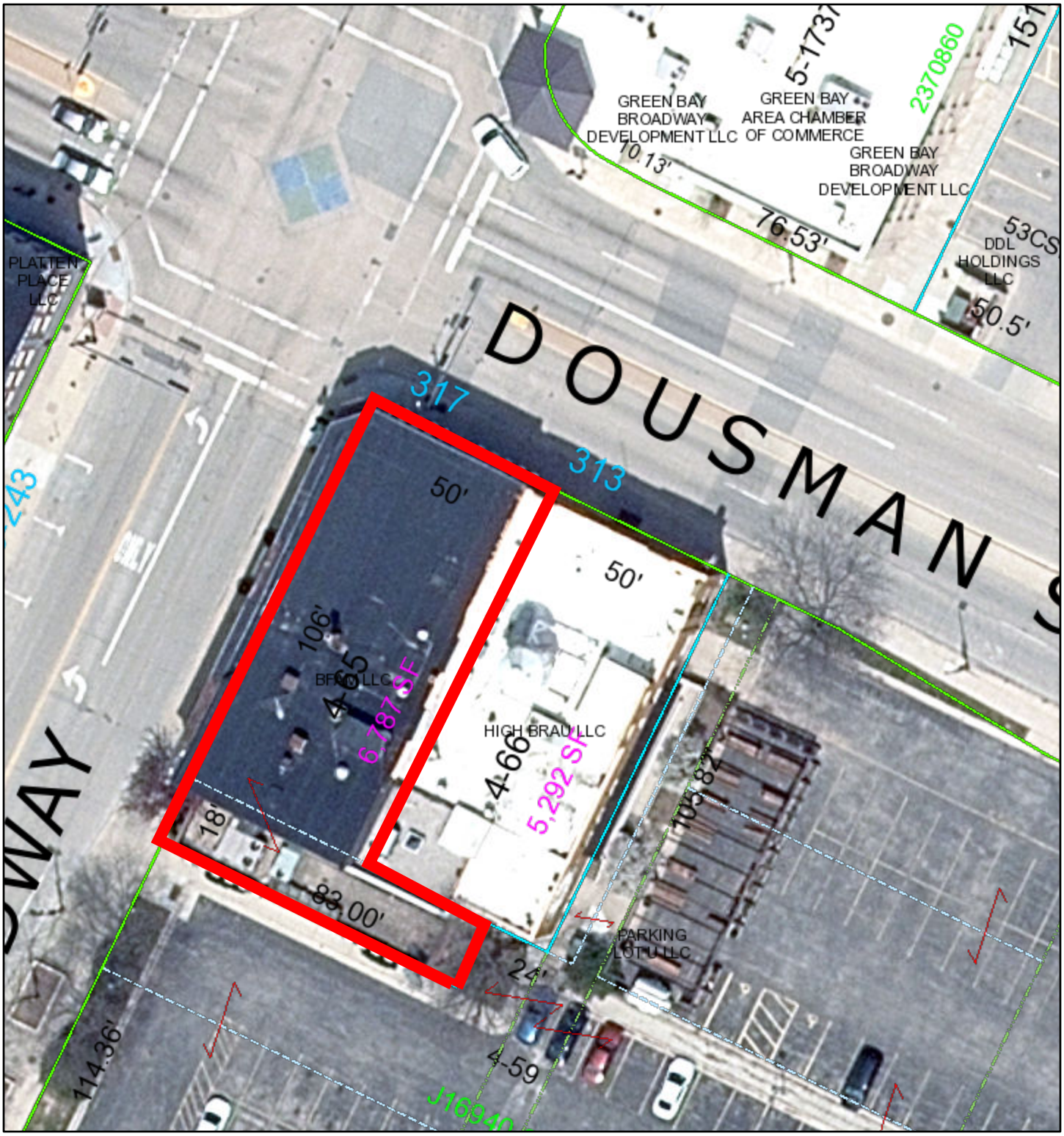
Approved _____

_____
Mayor

_____
Clerk

Attachment – Map

317 Dousman St



7/6/2022, 3:10:25 PM

1:600

0 0 0.01 0.01 mi

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parcels

Parcel Lines

- <all other values>
- Undetermined
- Right of Way line
- Plat boundary
- Block boundary
- Lot boundary
- Parcel line
- Lines between deeds or lots (20pdashed)
- Meander line
- Hydrography
- PLSS line
- Note

Brown County, County of Brown, Esri Canada, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA, Mike Hronek

Web AppBuilder for ArcGIS

Esri, FAO, NOAA | Brown County | Brown County WI | USGS | Mike Hronek |

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.1

To hold the request to consider alternatives to overnight on-street parking ban ordinance to allow overnight on-street parking until the August 24, 2022 Improvement & Services Committee meeting (held at the June 22, 2022, Improvement & Services Committee meeting.) (Ald. Wery).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2022 report on overnight on-street parking

Inter-Office Memo

Date: July 21, 2022

To: Improvements and Services Committee

From: Christopher J. Pirlot, P.E.
Parking Manager

RE: Request to Abolish On-Street Overnight Parking Restrictions

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The intent of this report is to discuss the City of Green Bay's overnight on-street parking restriction that is in effect year-round between the hours of 3:00 and 5:00 a.m. The report is being drafted in response to a request by Ald. Wery to consider alternatives to the City's current overnight on-street parking restrictions.

History and Background Information

Green Bay's overnight on-street parking restriction has been in effect for decades. Research reveals that the current ordinance developed as follows:

1) Records could not be located that identify exactly when the on-street overnight parking ordinance was first enacted
2) Prior to 1980, ordinance 29.20 read, "ALL NIGHT PARKING PROHIBITED. No person shall park a motor vehicle on any street in the City for longer than 30 minutes between 2:00 a.m. and 6:00 a.m." This ordinance was subsequently re-numbered 29.15.
3) In 1988, G.O. 44-88 amended Section 29.15(1)(m) relating to overnight parking, changing the restriction to "no overnight parking on any street between the hours of 3:00 and 5:30 a.m."
4) In 1990, G.O. 38-90 amended Section 29.15(1)(m) relating to night parking, changing the restriction to "no overnight parking on any street between the hours of 3:00 and 5:00 a.m." This ordinance was subsequently re-numbered 29.203.
5) In 2004, G.O. 56-04 amended Section 29.203(12) relating to night parking, changing the ordinance to include the current practice of allowing overnight on-street parking variances for up to two (2) weeks under certain conditions, and longer for exceptional situations. This allowed Parking Division to draft the existing on-street overnight parking variance and enforcement policy that was adopted by Council.

Comparison to Other Wisconsin Cities

Parking Division researched overnight on-street parking restrictions for the ten (10) highest population cities in Wisconsin. Seven of those cities maintain an overnight on-street parking restriction of some sort. Following is a summary of the three (3) exceptions:

1) Milwaukee allows overnight on-street parking, *but* only with the purchase of a residential permit. Unlike Green Bay, on-street parking in Milwaukee is necessary due to the many properties throughout the City with narrow frontages, lack of driveways, alley-only vehicular access to properties, and multi-unit dwellings near the universities. So they need on-street parking to supplement the lack of off-street parking. Overnight on-street parking is still prohibited on all bus routes and connecting highways during winter months.

2) Madison has no overnight on-street parking restrictions. But there is a paid daytime parking permit system in 24 residential zones. Older areas of Madison have a higher population density due to University of Wisconsin housing needs, narrow property frontages, and no driveways. So they need on-street parking space like Milwaukee.

3) Janesville has no overnight on-street parking restrictions. But City staff notes that there is adequate off-street parking citywide. The majority of Janesville's daytime and nighttime on-street parking compliance is voluntary. So the City of Janesville provides minimal parking enforcement.

Discussion

Green Bay is one of many municipalities throughout the United States that prohibits overnight on-street parking. Each City establishes overnight parking restrictions for its own reasons. But many cities have similar reasons for overnight parking restrictions. Following is a summary of common reasons that cities establish overnight on-street parking restrictions:

1. Vehicles parked on-street 1) pose sight obstructions for motorists, 2) introduce sudden intrusions into traffic such as opening doors and people exiting vehicles, and 3) increase the potential for conflict among opposing traffic due to narrower travel space. These hazards increase at night.
2. Where sidewalks do not exist on all streets, bicyclists and pedestrians use streets curb lanes for movement. Allowing vehicles to park on-street around the clock requires pedestrians and bicyclists to operate in travel lanes, increasing the potential for conflicts.
3. Overnight on-street parking restrictions eliminate long-term storage of trailers and vehicles. Long-term parking and storage of vehicles on-street affects curb appeal of properties, essentially degrading the quality of neighborhoods.
4. Many cities were planned and developed to provide adequate off-street parking for residents. So on-street parking facilities should not be needed to supplement the City's parking needs.
5. Cities sweep and plow streets at night. Vehicles must to be removed from streets to complete these tasks effectively.
6. Emergency vehicles cannot traverse narrow streets that are parked full of vehicles
7. Police Departments use nighttime vacant streets as a tool for surveillance and law enforcement. Perpetrators typically park on the street, walk to the crime scene, and return to their vehicle. Having few or no vehicles parked on-street overnight makes it much easier to identify suspicious vehicles.
8. Many cities maintain an ordinance that any vehicle left on-street for a certain period of time is classified as abandoned. After that time, the vehicle is removed from the roadway. Without an on-street overnight parking ban, it is much more difficult to identify abandoned vehicles.

Elimination of Green Bay's overnight on-street parking ordinance has been discussed many times over the past thirty (30) years. Each time the issue has been discussed, it was concluded that the overnight on-street parking prohibition would remain. Prohibiting parking during a limited time period each day keeps vehicles from parking on-street around the clock and addresses concerned noted above.

Current Overnight On-Street Parking Process

The current overnight on-street parking restriction (3:00 to 5:00 a.m. daily) allows residents to have guests late into the night, but eliminates vehicles from sitting on the street 24/7/365.

Green Bay's current overnight on-street parking exception policy allows even more flexibility over the ordinance restrictions under special circumstances. No set of rules can satisfy all parties. However, Parking Division receives approximately 95,000 overnight on-street parking requests annually and can handle them fine. Parking Division believes that Green Bay's overnight on-street parking rules are flexible enough to satisfy most circumstances, and do not need to be modified.

The current overnight on-street enforcement policy requires residents to park on-street *only* in front of their own property. If overnight on-street parking is allowed, it would be impossible to maintain this rule. Parking in front of one's own house overnight has been an item of safety/security concern for local residents. Parking Division routinely receives complaints from local residents about unknown vehicles parking in front of their house overnight.

Although Parking Division's primary mission is to spur compliance of the City's parking ordinances through enforcement, revenue generation is a by-product of that activity. Parking rental and enforcement revenue is the sole source of funding for Parking Division. Green Bay's overnight on-street parking ordinance generates approximately $270,000 in Parking Division revenue.

The reader is reminded that *Parking Division is not supported by the City tax levy*. It operates only on revenue it generates. Parking Division revenue reduction will require financial assistance from an alternate source. If that alternate source is the City tax levy, then property taxes would increase.

Exceptions to Overnight On-Street Parking Ordinance

Green Bay's existing ordinance [Chapter 29.203(12)] allows only single-family and duplex residents (R1 zoning) to park their vehicles on-street overnight for up to six (6) occurrences per year. Each occurrence can last up to two (2) weeks. Parking Division also maintains a process for residents to request more than the six occurrences per year under exceptional circumstances.

Other Considerations

Overnight on-street parking restrictions in any community typically progress in the following order:

Stage 1 – Small and low-population communities: Night parking restrictions are typically not imposed because 1) few residents need to park on-street and 2) those that do park on-street do not pose issues to safe and proper community services

Stage 2 – Medium-sized and developing communities: Night parking restrictions may be imposed, depending on population, population density, history of development, zoning/planning rules, and need to regulate parking for safe and proper community services

Stage 3 – Large and high population cities: Night parking restrictions are typically imposed, but overnight on-street parking of some type *must* be allowed due to the high demand/need for parking; even if it negatively affects safe and proper community services

The City of Green Bay falls under **Stage 2** of the parking development hierarchy discussed above. Green Bay has a moderate population density with relatively few parking issues compared to other cities. With parking issues generally under control, the night parking program is structured for safe and proper community services like street sweeping, snow plowing, and policing. Green Bay also maintains the character of a Midwestern town, which draws a quality-of-life component into the overnight on-street parking discussion. Overnight on-street parking also detracts from the visual appeal of cities.

There are many factors involved in a decision to modify the overnight on-street parking ordinance. Laws, rules, and policies are established to maintain public health, safety, welfare, peace, and good order. Parking Division is a major stake holder in any parking ordinance, and provides impartial data for Council to make informed decisions. Parking Division's advice is based solely on its professional knowledge and experience.

Probable Consequences of Eliminating the Overnight On-Street Parking Ordinance

If Green Bay's overnight on-street parking ordinance is abolished, the City must be prepared to deal with the following issues:

1) Increased on-street parking volume around the clock
2) Businesses and apartment complexes may not provide adequate off-street parking per zoning code, because their guests and residents can park on-street 24/7/365
3) Resident complaints regarding elimination of order to the City's on-street parking program
4) Need to modify snow removal, citation, and towing processes
5) Increased number of sight distance obstructions at driveways and intersections
6) Increased number of vehicle/pedestrian/bicycle conflicts
7) Reduced roadway traffic movement space, affecting emergency vehicle movement on narrow streets
8) Increased chances of blocked mail boxes, driveways, and trash/recycling tipper carts due to being able to park vehicles on-street day and night
9) Homeless and intoxicated people sleeping in cars going un-noticed
10) Increased complaints of 'unknown' vehicles parking in front of properties (i.e. – reduced sense of resident safety and security)
11) Increased on-street parking volume in residential areas near large employers with night shifts
12) Difficulty in identifying abandoned vehicles
13) Elimination of Police Department ability to identify suspicious vehicles at night
14) Higher opportunity of theft from vehicles
15) Parking Division annual revenue reduction of $270,000 (2021 numbers) that will need to be generated by other means in order for Parking Division to remain financially solvent

Conclusion/Recommendation

Parking Division understands the reason for the request to eliminate the on-street overnight parking ordinance. No set of rules can satisfy all persons. However Parking Division believes that Green Bay's overnight on-street parking rules are flexible enough to satisfy most circumstances. And a process exists for those who seek exemptions to the ordinance.

Therefore it is recommended that no changes be made to City of Green Bay Municipal Code Section 40-29(l) relating to overnight on-street parking. Parking Division believes that Green Bay's benefits from the overnight on-street parking restrictions outweigh any benefits associated with abolishing it.

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.2

To approve the Report of the Purchasing Agent to award the Petroleum Products Contract for a one-year contract with 4 – one-year options for renewal upon mutual agreement for estimated annual spend of $108,397 with Corey Oil LTD.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Purchasing Manager Report

Purchasing Department
100 North Jefferson Street • Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

TO: I&S Committee
FR: Thomas Walenski, Procurement Manager
DT: July 27, 2022
RE: Purchasing Report
Cc: Steve Grenier, James Brunette, Beth Nadolski Spears

Report of the Procurement Manager:

1. Discussion and possible action on recommended award for Petroleum Products Contract for a one-year contract with 4 – one-year options for renewal upon mutual agreement for estimated annual spend of $108,397 with Corey Oil LTD. Bid summary attached.

   This was competitively bid on two bidding platforms, Demandstar and Vendornet. We received four bids, and Corey Oil LTD, was the lowest, responsive, responsible bidder.

CITY OF GREEN BAY BID SUMMARY - RFB #2022-26 Petroleum Products
8/1/22-7/30/23 plus 4 one-year renewal options

DEPT: All
PLANHOLDERS: 11-Demandstar
ISSUED: 5/10/17 - DUE: 6/23/22

Virgin Base Oil only, no re-refined base oil

Approx. Annual Usage in Gallons			Description	VENDOR #1 COREY OIL LTD OCONOMOWOC	VENDOR #2 PLYMOUTH LUBRICANTS SHEBOYGAN	VENDOR #3 HALRON OIL GREEN BAY	VENDOR #4 KELLER HEARTT OIL OAK CREEK
2700g bu	2700		Engine Oil - diesel engines. 15W40 Must meet API CK-4, CJ-4, CI-4 Plus, CI-4, SN requirements and any new specifications not mentioned.				
3 Drums/	165						
9 cases/1	108	1	15W-40 (10 TBN minimum) CK-4 to meet CES 20086	$27,917.37	$29,442.39	$30,269.57	$29,924.85
			15W40				
		1A.	Engine oil-gasoline engines. 5W30 (must be an approved API SP/GF-6A) requirement				
		1AA.	Engine oil-gasoline engines. 5W20				
300g	300		(must be an approved API SP/GF-6A) requirement	$2,577.00	$2,184.00	$2,550.00	$2,670.00
700g bulk	700	1AAA	Full Synthetic 5W20 motor oil (must be an approved API SP/GF-6A) requirement	$8,365.00	$6,510.00	$7,861.00	$9,030.00
125g bulk	125	1B.	Engine Oil - 10W30 (must be an approved API SP/GF-6A) requirement	$1,086.25	$968.75	$1,062.50	$1,612.50
		2.	Hydraulic Oil				
2870g bu	2870		AW 32 - VI of at least 100, Oxidation ASTM D-943 of at				
5 drum/5	275		least 7,000 Hours	$26,276.40	$22,535.75	$25,309.20	$24,987.30
		2A.	Hydraulic Oil				
5 drums/	275		AW MV 68 Hyd Oil Multi-Vis VI of at least 150	$3,693.25	$4,347.75	$3,206.50	$3,836.25
		2B.	5606G approved Aircraft Hydraulic Oil - NO SUBS				
		2C.	Low Viscosity Tractor Hydraulic Fluid				
drums/5 5 gal drums + 165 gal=	385	3	TRANSIT ONLY-Automatic Transmission Fluid (No Sub)Warranty Requirements (Bulk or 55 gal drums) - Must be approved for TES 668 Allison Transmission. TES approved list found on allisontransmission.com	$9,428.65	$10,287.20	$10,291.05	$15,215.20
		4.	Tractor Hydraulic Fluid				
220g bulk	220		Kubota UDT, JD J-20C	$2,057.00	$1,870.00	$1,973.40	$2,530.00
		5.	Gear Lube (must meet API Service GL-5 req.)				
220g bulk (8 lbs per gallon)	1760		Price per lb.				
220 gallons =	1760		80W90 Grade	$3,208.48	$2,305.60	$2,780.80	$4,136.00
		5A.	Gear Lube 80W140 (55 gal drum) Must be Approved to Dana, Meritor, Detroit, Mack, & Navistar 500,000 ODI				
6 drums/	2640	5B.	Gear Lube (must meet API Service requirements: Spec GL-5, Merritor Spec O76-A, SAE Spec J2360) 85W140	$4,752.00	$7,260.00	$5,359.20	$6,336.00
50 cases	600	11.	Brake Cleaner *Non-Chlorinated*	$1,602.00	$1,334.00	$1,494.00	$1,700.00
		12.	2-Cycle Engine Oil				
300g + 4	731		Must be approved to Cummins CES14603 & CES14439	$3,362.60	$3,684.24	$5,950.34	$5,168.17
		4B	Antifreeze - ELC 50/50 -Must meet Cat EC-1				
6683 gal	6683	5.	Diesel Exhaust Fluid				
9 drums/5 5 =495	495		Bulk, 330g tote, Drum, and Case	$14,071.33	$17,239.55	$17,749.42	$19,430.10
			TOTAL	**$108,397.33**	$109,969.23	$115,856.98	$126,576.37

Recommendation: Award to the lowest responsive, responsible vendor Corey Oil, LTD, estimated yearly spend $108,397.33. This is a one year agreement with four 1- year opional renewals upon mutual agreement by both parties. The recycling program is also being awarded to Corey Oil.

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.3

To approve the request by Department of Public Works to record a 12-foot wide Utility Easement along the north property line of Parcel 2-275.

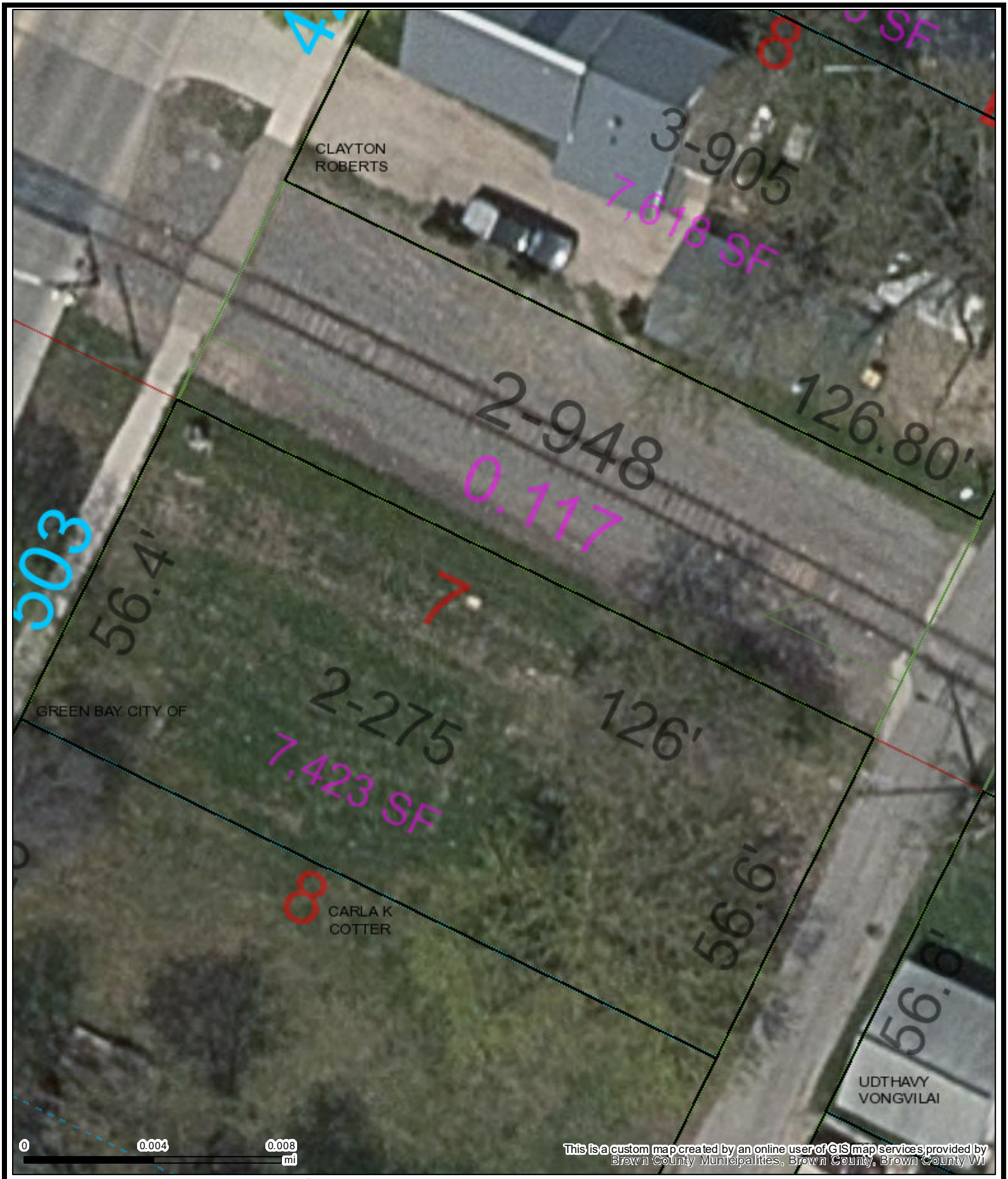
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. I&S_07-27-22_Item_D3



Utility Easement Parcel 2-275

Map printed on 7/20/2022

1:240
1 inch = 20 feet*
1 inch = 0.00379 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

Brown County Planning & Land Services
(920) 448-6480
www.browncountywi.gov

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.4

To refer to staff the request by Ald. Stevens on behalf of Shane Zirbel to install two street lights along Van Duren Street between Newtols Street and Spinnaker Lane (Ald. Stevens) for further study and future report to the Improvement & Services Committee.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.5

To approve the award of the base bid for contract GBPD 1-22 POLICE STATION REROOF to the low bidder, Crafts, Inc, in the amount of $110,081.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary -Public- GBPD 1-22 POLICE STATION REROOF

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

GBPD 1-22 POLICE STATION REROOF

Tuesday, July 19, 2022

Contractor	Base Bid	Alternate Bid	Bid Bond
CRAFTS INC	**$110,081.00**	**$222,391.00**	**5%**
NORTHERN METAL & ROOFING	$130,205.00	$255,220.00	5%
TOP ROOFING	$170,000.00	$250,000.00	5%
Any questions, call 920-448-3100			

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.6

To receive and place on file the award of the following contracts:

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.7

ESG 3-22 OFFICE REROOF to Northeastern Roofing, Inc in the amount of $121,489.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public ESG 3-22 OFFICE REROOF

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

ESG 3-22 OFFICE REROOF

Tuesday, July 12, 2022

Contractor	Bid	Bid Bond
NORTHEASTERN ROOFING INC.	**$121,489.00**	**5%**
HIS COMP LLC	$129,922.00	10%
CRAFTS INC.	$174,990.00	5%
Any questions, call 920-448-3100		

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.8

SEWERS 1-22 BASIN REPAIRS to PTS Contractors, Inc in the amount of $1,086,000.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. QuestCDN_Project Bid Results - SEWERS 1-22

SEWERS 1-22 BASIN REPAIRS

Quest Number: 8229953

Closing Date: Tue, 06/28/2022 02:00 PM CDT
Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Matt Woicek
Email:	matt.woicek@greenbaywi.gov
Phone:	920-448-3094
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSContractors.net	$ 1,086,000.00		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	$ 1,102,189.30		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	$ 1,163,194.83		

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.9

To receive and place on file the non-award of the contract PARKS 5-22 BAY BEACH WILDLIFE VIEWING PLATFORM.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. QUESTCDN_Projects Bid Results - Parks 5-22

PARKS 5-22 BAY BEACH WILDLIFE VIEWING PLATFORM

Quest Number: 8223596

Closing Date: Tue, 06/28/2022 02:00 PM CDT
Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Trista Hobbs
Email:	trista.hobbs@greenbaywi.gov
Phone:	920-448-3114
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Michels Construction, Inc.	Brian Ring	9205449439	bring@michels.us	$ 3,164,356.28		
Zenith Tech, INC. bridge	JASON SAMZ	715-241-6992	ztiquote@zenithtechinc.com	$ 3,180,938.15		
LUNDA CONSTRUCTION	Lunda Estimating	715-284-9491	wiquotes@lundaconstruction.com	$ 3,887,336.00		

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.10

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

A. Granting of Licenses

1. Sidewalk Builder

a. Delahaut Custom Concrete LLC
b.Fischer Concrete

2. Tree & Brush Trimmer

a. Noe Tree Service
b. Pro 1 Property Services
c. S&J Renovations Limited

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.11

To authorize the award of the contract GBPD 2-22 SECURITY FENCE at a staff level and report the award at the next regular meeting of the Improvement & Services Committee.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.12

To approve an amendment to the Professional Services Agreement with Modjeski and Masters for the design of the West Leaf Mechanical Rehabilitation and Strain Gauge Balance Testing of the Main Street Bridge over the Fox River, B-5-311, in the amount of $12,690.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. M&M Proposal

5/16/2022

Ms. Trista Hobbs
Assistant City Engineer – Special Projects
City of Green Bay
100 North Jefferson Street, Room 300
Green Bay, WI 54301

RE: **Ray Nitschke Memorial Bascule Bridge Strain Gauge Balance**
Proposal

Dear Ms. Hobbs:

Modjeski and Masters, Inc. (M&M) is pleased to provide the following Proposal for Engineering Services to perform strain gauge balance testing of the subject bridge, as well as confirm nameplate information for some hydraulic components and inspect the live load shoes to determine repairs that are necessary.

Should you have any questions or need more information, please refer to the contact information at the end of this document.

Inspection for Rehabilitation Scope

Description of Work

M&M will visit the subject bridge to measure the balance using the strain gauge method. M&M will provide all labor to install and protect the strain gauges for future balance testing usage, set up all strain gauge equipment needed for testing, perform the tests, analyze the data, and provide any recommended weight changes. M&M will also confirm some hydraulic component information against the previously obtained shop drawing Bill of Materials, and inspect the bascule leaf live load assemblies for any repairs necessary. The on-site work is anticipated to take two days.

Administrative & Coordination

M&M will self-perform work and handle all aspects of project management for this project, including but not limited to reporting of progress to the City of Green Bay and attendance on conference calls.

Summary of Upset Limit for Engineering Services

M&M proposes to perform this work based on actual costs plus fixed fee with a not to exceed amount as shown below. M&M will invoice actual salaries times an overhead and profit multiplier of 2.86. Should circumstances arise that would require additional work which exceeds this amount, M&M will notify the City of Green Bay as soon as possible and submit for a supplement.

Strain Gauge Balance and Inspection

- On-Site Testing and Analysis $ 12,690

Summary

Thank you for considering Modjeski and Masters to perform this work. We trust that you will find this proposal responsive to your needs. If you have any questions concerning this proposal or need any additional information, please feel free to contact me, Laura Rampersad, PE, at (616) 481-8145 or

llrampersad@modjeski.com. M&M's technical point of contact will be Geoffrey Forest, PE and can be contacted at (717) 443-5966 or glforest@modjeski.com.

We thank you for your kind consideration and look forward to your response.

Very truly yours,

Laura Rampersad, PE
Project Manager, Regional Director
Modjeski and Masters, Inc.

cc: LLR, kwj, glf, tjm

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # M.13

To approve the request by the Department of Public Works Parking Division to purchase replacement parking meter mechanisms from Duncan Parking Technologies in the amount of $59,065.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Signed Sole Source Parking Meter Mechanism replacemrnts 7-22

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

TO : Purchasing Division/Administrative Services **DATE:** 6/22/2022

FROM: DPW- Parking Division **REQUISITION #**

List "No Substitute" Item(s) here:

Select One:

1) One Time Purchase Estimated Cost: $ 59,065.00

2) Annual Commodity purchase: Estimated annual cost: $

3) Item may be purchased again: Indicate term: Estimated Annual Cost: $

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

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

1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
3. Item(s) is (are) only acceptable replacement part(s) known for_____(Identify)
4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
5. Safety:
6. Other:

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

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

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

These are the only meter mechanics that will fit in our current parking meter housings. Our current Duncan Model 70-meter housing are still in good shape for another 20 years. Rather and replace the entire meter we only need to replace the internal meter mechanism.

Included in this quote for new mechs is also new audit software. This is needed to replace our unsupported and outdated auditing program (Autotrax). These will also eliminate our need to replace 2- 9V batteries in the meters every other year.

I checked with other parking vendors like MPS and Flowbird and they do not make any mechs that will fit in our Duncan model 70 parking meters.

We budgeted for replacement meter mechs in the 2022 budget. We currently have $60,000 in our capital reserve account for this project.

Approvals:

Requestor: Justin Lhenicka Date: 6/22/22

Department Head: Steven Thomas Date: 07/25/22

Purchasing Manager: Kevin Welsh Date: 7/25/22

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.1

To approve a request by Soriah Hospitality LLC (Crown & Common) at 1139 Main St. to temporarily extend their license premises to the parking lot on August 20 (alternative date August 27) for a one-day event, subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Crown&CommonEvent8.20.2022(altdate8.27.2022)
2. Map

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.2

To approve a change of agent for True North Energy, LLC (True North #818) at 1593 E. Mason St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1593

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.3

To approve a change of agent for True North Energy, LLC (True North #819) at 2145 University Ave.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2145

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.4

To approve a change of agent for True North Energy, LLC (True North #820) at 1121 Radisson St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1121

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.5

To grant an appeal by John Martine regarding the denial of his operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. APPEAL_MARTINE
2. JOHN MARTINE APPLICATION
3. PRESENCE REQUESTED NOTICE

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.6

To approve a renewal application for the 2022-2023 license year for a "Class B" Liquor and Class "B" Beer license for El Dorado LLC at 923 W. Mason St. (Filed June 30, 2022).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 923 W MASON RENEWAL APPLICATION

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.7

To approve a 2022-2023 renewal application for a "Class A" Liquor and Class "A" Beer license for ROA Enterprises, Inc. at 2278 Bay Settlement Rd. (Filed June 30, 2022).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2278 BAY SETTLEMENT RENEWAL APPLICATION

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.8

To approve a application for a "Class B" Liquor & Class "B" Beer license for The Egg Roll Food Truck Group LLC at 114 S. Broadway with a license premises description as "ABOUT 1200 SQ FT FIRST FLOOR WITH ABOUT 1500 SQ FT OF BASEMENT SPACE," with the approval of the proper authorities (Previously licensed during the 2021-2022 license year as Pepper).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 114 S BROADWAY LEASE-VALID UNTIL APRIL 2025
2. 114 S BROADWAY ORG APPLICATION CHECKLIST
3. 114 S BROADWAY ORG APPLICATION
4. 114 S BROADWAY SIGNED STIPULATIONS.LENTZA.464

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.9

To approve an application for a "Class B" Liquor and Class "B" Beer license for OSJ LLC at 1301 S. Military Ave. with a license premises description as "FAMILY RESTAURANT/MOTEL/LIQUOR CLOSET/LOCKED COOLERMANGERS OFFICE, SMALL SERVICE BAR" (Licensed during the 2021-2022 license year as Bay Motel & Family Restaurant LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1301 s military checklist
2. 1301 s military ave org application
3. LICENSE SIPULATION AND SECURITY PLAN.ROBINSOND.558-20227211325251 43

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.10

To approve the release of five 2021-2022 Class "B" Beer and "Class B" Liquor licenses to the pool of available licenses due to no action taken for the 2022-2023 license year.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1699 E MASON ST. COMMUNICATION
2. 708 BODART ST COMMUNICATION
3. Liquor Licenses to Pool
4. FINAL NOTICE 2056 MAIN ST. SENT 5.17.22
5. FINAL NOTICE SENT 5.17.22 1610 CASS
6. 2056 MAIN 4.20.2022 NOTICE-EMAIL
7. 1979 MAIN ST.

Liquor Licenses To Be Released Into The Pool Of Available Liquor Licenses Due To No Action Taken for the 2022-2023 License Year:

1. Bay Beer Belly's LLC
   Beer Bellys
   708 Bodart St.

2. Dawn VanPay
   Next Stop
   1610 Cass St.

3. Twisted Throttle Saloon LLC
   Twisted Throttle Saloon
   1699 E. Mason St.

4. Lisa Berceau
   Berceaus's Last Stop
   2056 Main St.

5. Wally Spot Supper Club LLC
   Wally Spot Supper Club
   1979 Main St.

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.11

To approve the release of the "Class B" Combination license for The Cannery Market, LLC at 320 N. Broadway to the pool of available licenses.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 6.28.22CouncilMinutes

"create a policy or amend an existing policy to prohibit or prevent city personnel from the offices of Clerk, Mayor, Law, Finance, and IT in soliciting, accepting, or using any donation in the form of money, grants, property, or personal service from an individual or a nongovernmental entity for the purpose of funding election -related expenses, voter education, voter outreach, or voter registration programs with the exceptions of compensation of poll workers, securing leases for polling locations, and PPE for voters and volunteers." From the May 24th Finance Committee meeting.

Moved by Ald. Jesse Brunette, seconded by Ald. Mark Steuer to approve with revision in last paragraph, "absent prior approval of common council no department or personnel may solicit any money, property or services..."
Motion Passed.
Yes- Bill Galvin, Brian Johnson, Chris Wery, Craig Stevens, Jesse Brunette, Mark Steuer, Randy Scannell, Jennifer Grant, Jim Hutchison, William Morgan, Steven Campbell, Melinda Eck, No- None, Abstain- None.

12. To receive and place on file to work with Ald. Brunette to bring forward to the Common Council a request by Ald. Brunette which states: "For a status update and discussion regarding legal services received from Law Forward states United Democracy Center, and Stafford Rosenbaum LLP with possible action such as continuing or discontinuing legal service received." From the May 10th Finance Committee meeting.

Moved by Ald. Brian Johnson, seconded by Ald. Randy Scannell to approve.
Motion passed.

Moved by Ald. Jesse Brunette, seconded by Ald. William Morgan to hold until first council meeting in September.
Motion Passed.
Yes- Bill Galvin, Brian Johnson, Chris Wery, Craig Stevens, Jesse Brunette, Mark Steuer, Randy Scannell, Jennifer Grant, Jim Hutchison, William Morgan, Steven Campbell, Melinda Eck, No- None, Abstain- None.

13. To approve transfer ownership of K9 Bose from the Green Bay Police Department to Retired Officer Matt Lynch.

14. To hold until the July 26th Finance meeting a request by Ald. Brunette to the Finance committee which states: "For staff to prepare a list of five to ten ideas for acceptable uses of remaining ARPA funds under each of the five already approved categories with the goal being a more holistic approach for allocation funds." To refer to staff until the June 21st Finance meeting for proposals that have been presented or held for possible consideration, and to place this item for discussion on the July 26th Finance agenda for consideration of additional ideas presented by staff and Council. From the May 24th Finance Committee Meeting.

15. To hold on possible action to approve the American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organizational Priorities category for $25,000.00.

M. REPORT OF THE PROTECTION & POLICY COMMITTEE (JUNE 20, 2022).

Moved by Ald. Randy Scannell, seconded by Ald. Craig Stevens to approve, except items 1, 2, 13, 14.

Motion Passed.
Yes- Bill Galvin, Brian Johnson, Chris Wery, Craig Stevens, Jesse Brunette, Mark Steuer, Randy Scannell, Jennifer Grant, Jim Hutchison, William Morgan, Steven Campbell, Melinda Eck, No- None, Abstain- None.

1. To recommend the non-renewal of an application for a "Class B" Combination license for The Cannery Market LLC at 320 N. Broadway with a change of agent (Filed 5/16/2022 and referred from the 6/7/2022 Council Meeting).

Moved by Ald. Craig Stevens, seconded by Ald. Steven Campbell to open the floor.
Motion Passed.
Yes- Bill Galvin, Brian Johnson, Chris Wery, Craig Stevens, Jesse Brunette, Mark Steuer, Randy Scannell, Jennifer Grant, Jim Hutchison, William Morgan, Steven Campbell, Melinda Eck, No- None, Abstain- None.

Susan LaCrosse, (Attorney for Cannery) N1623 Townhall Rd, Kewaunee, supports renewal

Moved by Ald. Randy Scannell, seconded by Ald. Craig Stevens to close the floor.
Motion Passed.
Yes- Bill Galvin, Brian Johnson, Chris Wery, Craig Stevens, Jesse Brunette, Mark Steuer, Randy Scannell, Jennifer Grant, Jim Hutchison, William Morgan, Steven Campbell, Melinda Eck, No- None, Abstain- None.

Moved by Ald. Chris Wery, seconded by Ald. Craig Stevens to approve non-renewal.
Motion Passed.
Yes- Bill Galvin, Brian Johnson, Chris Wery, Craig Stevens, Jesse Brunette, Mark Steuer, Randy Scannell, Jennifer Grant, Jim Hutchison, William Morgan, Steven Campbell, Melinda Eck, No- None, Abstain- None.

2. Consideration with possible action on a request by Brewski's on Broadway at 1100 S. Broadway to extend their license premises to the parking lot for an event September 9-10, 2022 from 11 a.m. to 10 p.m., subject to complaint and the renewal of the 2022-2023 liquor license).

Moved by Ald. Brian Johnson, seconded by Ald. Randy Scannell to approve.
Motion Passed.
Yes- Bill Galvin, Brian Johnson, Chris Wery, Craig Stevens, Jesse Brunette, Mark Steuer, Randy Scannell, Jennifer Grant, Jim Hutchison, William Morgan, Steven Campbell, Melinda Eck, No- None, Abstain- None.

3. To approve a request by Cole Ductan (Bay Area Burger Co.) at 126 S. Broadway to extend the issuance of his available "Class B" License to early August due to unanticipated delays (License granted by Council on 5/3/2022).

4. To approve a 2022-2023 application for an available "Class B" Combination license for That 70's Bar, Inc. at 124 S. Broadway with a license premises description as "Stored, sold and consumed on the first floor. Basement (storage)," contingent upon the approval of the proper authorities.

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.12

Informational Only: The Clerk's Office Liquor Licensing Report for July 25, 2022.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Clerk's office Liquor Licensing Report 2022.07.25

Licenses Granted By Common Council, but not yet Issued (as of 7/21/2022)

Company Name	Trade Name	Address	Type	Approver	License Granted:
BADI MALIKA LLC	BAY SETTLEMENT BP	2278 BAY SETTLEMENT RD	Class "A" Beer & "Class A" Liquor	Inspections, Closing of the Property with ROA Enterprises	5/17/2022
COLE J DUCTAN	BAY AREA BURGER CO	126 S BROADWAY	“Class B” Liquor & Class “B” Beer License	Inspections	5/3/2022 (Council Granted Extension on 6/28/2022 to anticipated opening date of mid-August).
Taqueria Maldonado’s Main St. LLC	Maldonado’s Food Truck Base	1706 Main St.	“Class B” Liquor & Class “B” Beer License	Inspections	6/28/2022
That 70’s Bar LLC	That 70’s Bar	124 S. Broadway	“Class B” Liquor & Class “B” Beer License	Inspections	6/28/2022
Confetti’s, Inc. (Renewal)	Confetti’s	217 E. Walnut St.	“Class B” Liquor & Class “B” Beer License	Inspections	License Start Date of 7/1/2022
Susan Robinson (Renewal)	Bourbon Street	821 S. Broadway	“Class B” Liquor & Class “B” Beer License	Inspections	License Start Date of 7/1/2022
Taqueria Maldonado’s Main St. LLC (Renewal)	The Razz Bar Venue	400 Schoen St.	“Class B” Liquor and Class “B’ Beer License	Inspections	License Start Date of 7/1/2022

Summary of Licenses Granted and Issued for Available Liquor Licenses:

The City of Green Bay has a quota of **172** Class B Combination Liquor and Beer licenses under state law.

The City of Green Bay has issued **155 of the 172** available Class B Combination Liquor and Beer licenses.

The City of Green Bay cannot take anymore applications at this time for available liquor licenses. The City has 6 available licenses that have been granted, but not issued (see page 1). There are 5 licenses that have pending applications.

There are 6 available liquor licenses that Council will take action on August 2, 2022. If Council approves to have these licenses be released into the pool of available licenses, the City Clerk's Office may begin to take available liquor license applications starting August 3, 2022 at 7:30 a.m.

The City of Green Bay set forth by resolution that available liquor licenses are considered to those who apply with fully completed applications and first in time.

Liquor License Checklist: (https://greenbaywi.gov/264/Liquor-Sales---New-Establishments).

The Clerk's Office shall only accept the number of applications that we have available licenses.

Summary of Licenses Granted and Issued for Reserve Liquor Licenses:

The City of Green Bay has a quota of 23 Class B Combination Liquor and Beer Reserve licenses under state law.

The City of Green Bay has 1 Class B Combination Liquor and Beer Reserve issued.

The difference between a Reserve and available liquor license is that a reserve is at a cost of a one-time non-refundable $10,000 issuance fee (plus license fee). The license shall not be transferred or surrendered.

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.13

Informational Only: Liquor Violation and Police Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 22LiqVio
2. Report July 25 2022

2022 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Kaveh R. Barakhshan 22-223422 W2022-374-062	Crown & Common 1139 Main St.	5/11/22 Allowing/Serving an Underage Person	Issued Written Warning

CITY OF GREEN BAY
POLICE DEPARTMENT

TO: **PROTECTION AND POLICY COMMITTEE**

FROM: **COMMUNITY POLICING**

DATE: **July 25, 2022**

From June 20, 2022, to July 25, 2022, there were no liquor violations, no ordinance violations, no warnings and 1 property referral.

On June 11, 2022, at 2:57 AM, officers were called to this address, Taqueria Michoacan, for a large disturbance. There were approximately 30-40 people in the parking lot and business. Later in the day, officers were made aware of a video circulating on social media of a fight that had occurred at the business prior to officers' arrival. Two males that were identified were cited for Disorderly Conduct. A Property Referral was sent to property owner, Monte Carlo Investments LLP.

Sincerely,

LT. STEVE MAHONEY & LT. NATE ALLEN
DISTRICT POLICING

sp

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

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # N.14

Information Only: Automated License Plate Reader Pilot Project - Presentation by Chief Davis on the use of automated license plate reader cameras to collect license plate date for use in law enforcement investigations.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES
August 2, 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

Adams Jr, Gary M
Andrews, Jeslyn J
Anker, Rachel E
Arcand, Angela M
Arvizu, Mirian
Bacigalupo, Aaron W
Berglund, Jodi C
Bomski, April L
Boulanger, Diane R
Brickham, John P
Brooks, Lisa L
Brott, Lillian M
Buford, Evelyn J
Butcher, Kristen N
Calhoun, Andrew J
Casey, Tracee L
Clark, Terrance A
Cleary, Ami L
Cochran, Marcus J
Coe, Stephen D
Coel, Michelle A
Collman, Keanna L
Comyne, Jordan M
Coopman, Gerald J
Corsten, Samantha L
Costello, Allyson M
Davis, Thomas E
De Groot, Tabitha N
De Roche, Reed J
Dedick, Kathleen M
DeLair, Tara E
Dolata, Tessah D
Duesing, Rhonda L
Dumke, Lindsay A
Eh, Moe
Erdman, Kelly J
Everard, Chelsea L
Evert, Theodore M
Farrell, David
Fischer, Tammy L
Froelich, Trinity A
Gardner, Kathryn R
Garner, Alex
Gee, Lisa A
Gerhartz, Brian R
Gille, Jennifer S
Gleason, Ashley A
Gray, Lai Etta A
Green, Brittany L
Hansen, Michelle L
Heil, Gail M
Hemb, Marsha L
Herdina, Daniel L
Hesprich, Sue M
Hibbard, Brandi J
Higgins, Tyler R
Holtz, Gabrielle M
Hooper, John J
Inman, Angela V
Jacobs, Sherry A
Jandrin, Carlean A
Jandrin, Nicole E
Janikowski, Lindsey K
Janssen, Elizabeth S
Jenss, Crystal JM
Jones, Cora N
Jordan, Rose A
Jost, Kymm A
Juneau, Christopher T
Kacmarynski, Susan L
Kadletz, Ella L
Khong, Sovann J
King, Charlene F
LaPointe, Amy J
Lax, Jessica A
Le Breck, Madyson N
Lehner, Daphne A
Lemerond, Erin M
Leneau, Steven D
Leonhard, John M
Leuthner, Lorranae M
Lieburn, Daniel J
Loberger, Nancy J
Lopez, Raquel A
Lor, Patshia T
Luedeman, Brooks J
Madsen, Gregory J
Maki, James S
Marcus, Melissa M
Marshall, Travis J
Martin, Samantha E
Matonich, Rebecca M
Matthews, Marilyn M

REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES
August 2, 2022
(continued)

Mattson, Bradley P
Meder, Jonathan R
Meyer, Jeannine T
Michaels Schmitt, Amber M
Miller, Lauryn E
Money, Debra K
Moreno, Adrienne
Munday, Stephanie T
Niemuth, Marah LR
Nitti, Allison F
Northway, Stacy L
Nuss, Darwin L
Parks III, Emmett J
Parma, Monica R
Payne, Dennis J
Peters, Patricia L
Phalen, Kimberly W
Phillips, Brad M
Phillips, Bryant J
Pippin, Kelly R
Pleshek, Andrea L
Plog, Krysta M
Prechter, Candice A
Prokop, David P
Radloff, Jennifer L
Rausch, Douglas J
Rector, Jill C
Reif, Ryan J
Renier, Joette M
Riesen, Hailey E
Rivera, Sarah J
Rohloff, Brandon E
Rosenthal, Steven R
Rozmiarek, Ashley M
Saldana, Nikitta R
Sanders, Miracle
Schiebel, Bryan C
Schoen, Stacey A
Schultz, Malorie J
Schultz, Rena A
Schweiner, Abigail P
Secker, Suzanne V
Seefeld, Branden L
Seiler, Kylene P
Shandor, Kathy G
Sharkey, Bobbie M
Shepeck, Amanda J
Siebert, Steven J
Siegfried, Rosalindae A
Simonet, Brian J
Smet, Aaron W
Smith, Nina M
Smith, Raymond JR
Smith, Trierre R
Smits, Jessica M
Smits, William L
Splitgerber, Denice R
Srnka, Danae L
Stanislawski, Maya B
Steeber, Nicole J
Stordock, Jeffrey S
Streicher, Ryan S
Thiry, Sherry A
Timm, Erin E
Titel, Robert E
Torres, Shanna L
Tourtillott, Joy L
Trafford-Braun, Maureen P
Tremble, Mallory N
Umentum, Kevin L
Van Enkenvoort, Felix A
Van Lanen, Alicia M
Van Pay, Richard P
Vang, Cadian L
Vannewkirk, Ryan M
Vue, Leng
Wallace-Wagner, Sumyia K
Walsh, Brandon J
Walters, Michael A
Warner, Theresa A
Wautier, Lynn D
Weckerle, Alexander D
Wery, Olivia R
Wesoloski, Teresa L
West, Sharonna I
Wickman, David M
Woosencraft, Mark R
Wrchota, Amber M
Wynos, Samantha R
Zapata, Logan C
Zeigler, Melissa R
Zeutzius, Amy J
Zierer, Troy M
Zimmerman, Zachary L

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 2, 2022	Stephanie Hummel, Staff

AGENDA ITEM # P.1

To rezone portions of the 1000 Block of University Avenue and 500 Block of St. George Street from Light Industrial (LI), Neighborhood Commercial (NC), Varied Density Residential (R3), and General Commercial (C1) to Public/Institutional (PI), Office Residential (OR), and Low Density Residential (R-1). (Public Hearing held 07/11/2022)

BACKGROUND

Primary Address: Parcels 7-706-1, 7-709, 7-666, 7-667, 7-668, 7-669, 7-670, & 8-263

Alderperson/District: Ald. R. Scannell / District 7

Reason for Request: The proposed rezoning would clean-up inappropriate zoning districts and follow property lines as detailed in a new CSM (attached).

Surrounding Zoning and Land Uses:
SUBJECT: Detailed Below -- Detailed Below
NORTH: Low-Density Residential (R1) -- Single- and Two-Family Homes
SOUTH: East River -- East River
EAST: Low-Density Residential (R1) -- Single-Family Homes & Congregate Living
WEST: Neighborhood Commercial (NC) -- Medical Office Building

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Parks uses.

Report: This rezoning is a clean-up action following a Surplus Declaration, a CSM for portions of the impacted properties, and progress on the extension of the East River Trail. Generally, this rezoning impacts properties along the 1000 Block of University Avenue and the 500 Block of St. George Street. Specifically, the following parcels are impacted as follows:

<u>Part of CSM:</u>
7-706-1, University Avenue
- Currently Zoned: Neighborhood Commercial (NC), Conservancy (CON), Public/Institutional (PI), and Varied-Density Residential (R3)
- Proposed Zoning: Outlot 1- PI, Lot 1 – Office Residential (OR)

7-709, 601 St. George Street
- Currently Zoned: R3, General Commercial (C1), and Low-Density Residential (R1)
- Proposed Zoning: Outlot 1 – PI, Lot 1 – OR, Lot 2 – R1

<u>Not Part of CSM:</u>
7-666, 535 St. George Street*
- Currently Zoned: C1
- Proposed Zoning: R1

7-667, 529 St. George Street

- Currently Zoned: C1 and Light Industry (LI)
- Proposed Zoning: PI

7-668, 525 St. George Street
- Currently Zoned: LI
- Proposed Zoning: PI

7-669, 517 St. George Street
- Currently Zoned: LI
- Proposed Zoning: PI

7-670, 501 St. George Street
- Currently Zoned: LI
- Proposed Zoning: PI

8-263, 433 St. George Street
- Currently Zoned: LI
- Proposed Zoning: PI

**Not owned by the City*

As shown in the attached Zoning Exhibit, the new zoning districts will match the new parcel lines as well as the uses, current and future. All parcels zoned PI will be used for the East River Trail extension. Lot 1 will be zoned OR and Lot 2 zoned R1 as suggested by the Redevelopment Authority for their disposition. Parcel 7-666 is an existing single-family home; rezoning to R1 is fitting not only for the current use, but also matches the surrounding residential zoning.

While the Comprehensive Plan shows this block area for Park uses, we feel the rezoning is appropriate. The scope of the East River Trail extension was originally thought to encompass more space with a possible park as part of that extension. This concept has been refined over the years to extend the trail just along the river and incorporate the neighborhood.

Ald. Randy Scannell and adjacent property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff has received no inquiries regarding the request.

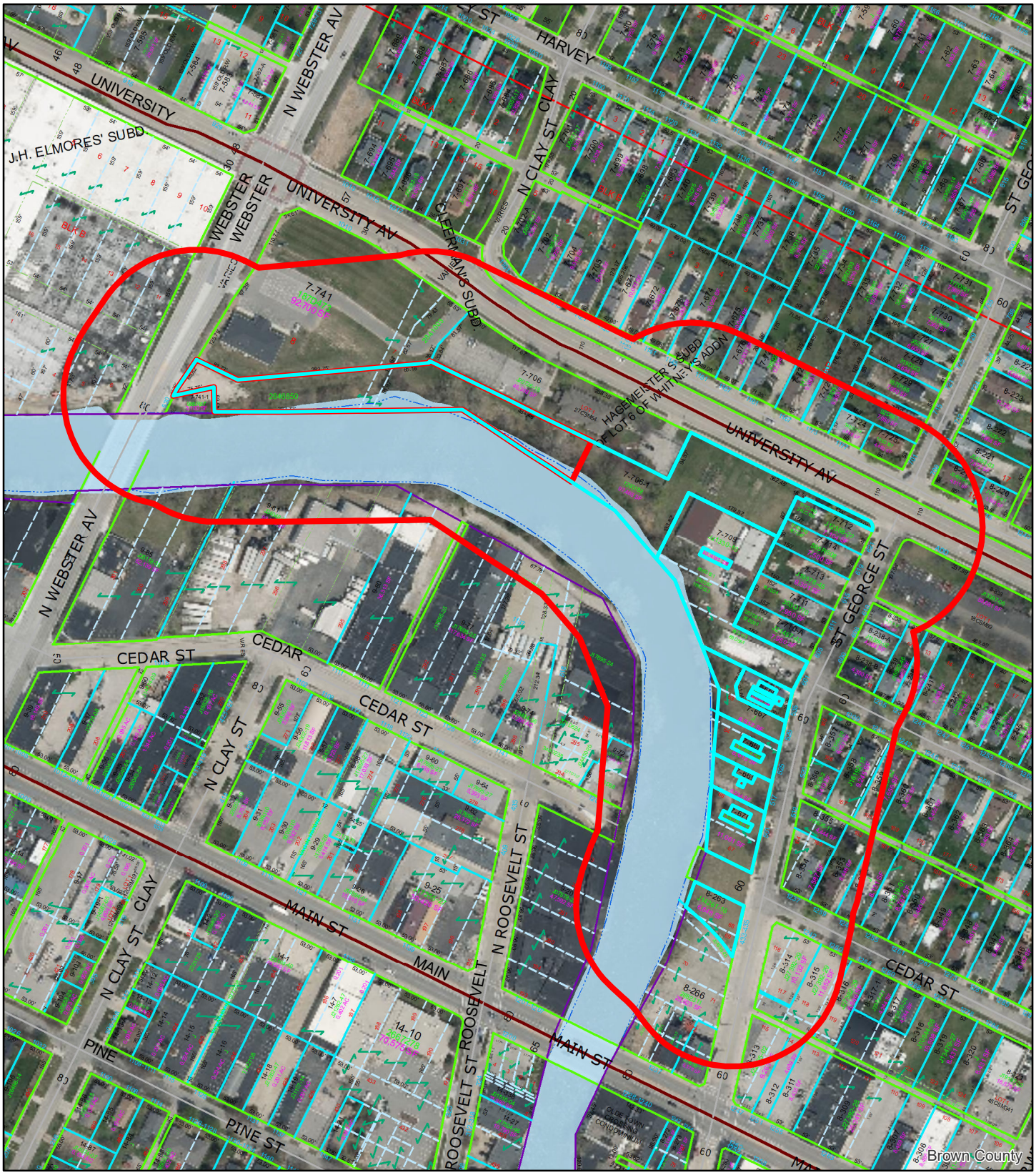
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-17 Map
2. ZP 22-17 Zoning Exhibit
3. ZP 22-17 Proposed CSM



(ZP 22-17) Rezone Portions of 1000 Block University Ave. & 500 Block St. George St.

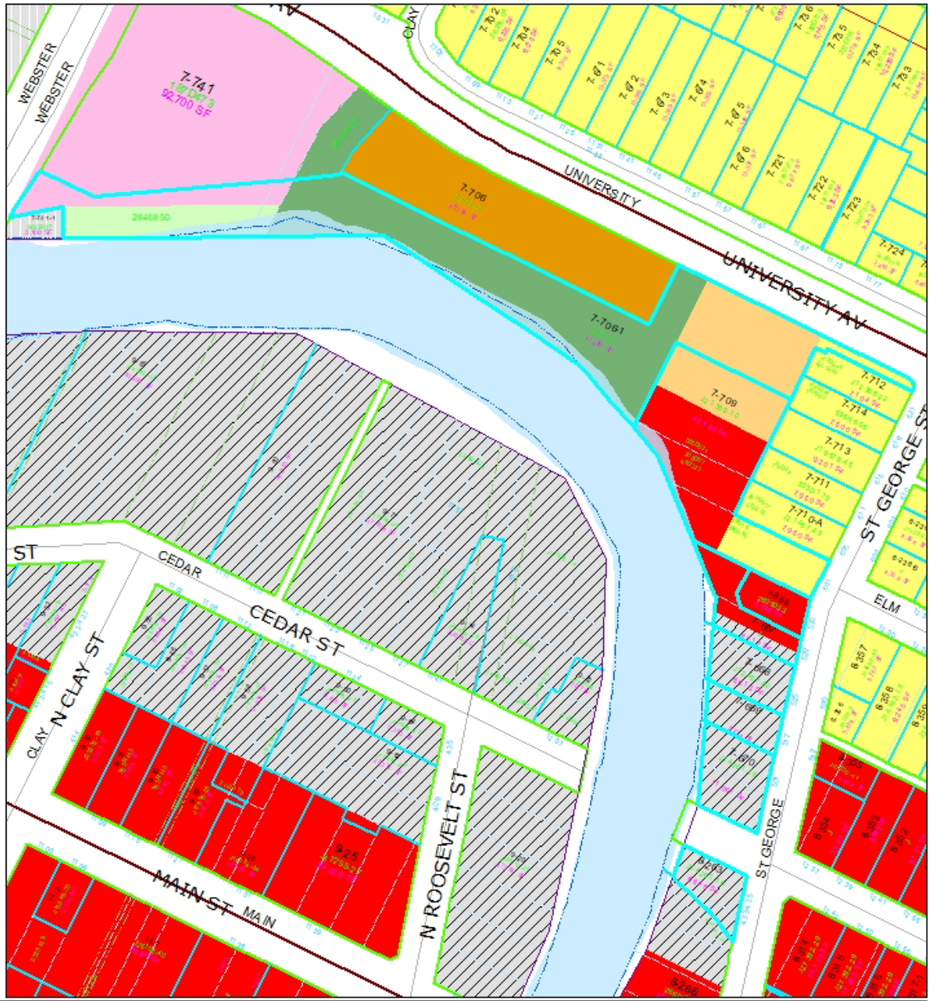
0 70 140 280 Feet

N

Parcels to Rezone

200-ft. Notification Area

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 29 Jun 2022 X:\Planning\Basemaps\template_8.5x11.mxd



(ZP 22-17) Existing Zoning

Zoning

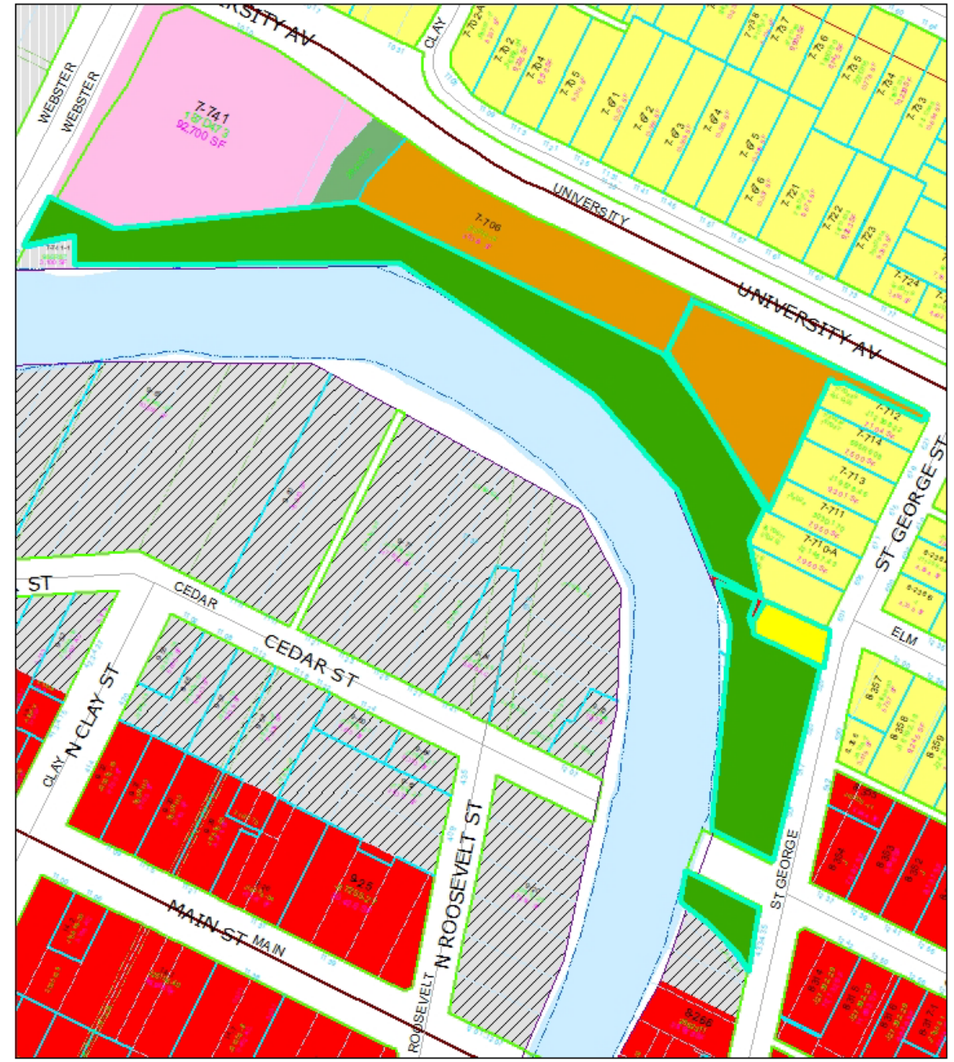
ZONING

- RR - Rural Residential
- R1 - Low Density Residential-New Lots
- R2 - Medium Density Residential
- R3 - Varied Density Residential
- OR - Office Residential
- NC - Neighborhood Commercial
- C1 - Commercial One
- C2 - Commercial Two
- C3 - Commercial Three
- D1 - Downtown One
- D2 - Downtown Two
- GI - General Industry
- S-RLI - Special District Light Industry
- LI - Light Industry
- BP - Business Park
- PI - Public Property / Institutional
- CON - Conservancy

Parcels to be Rezoned

N

Feet
0 45 90 180



(ZP 22-17) Zoning Exhibit

N

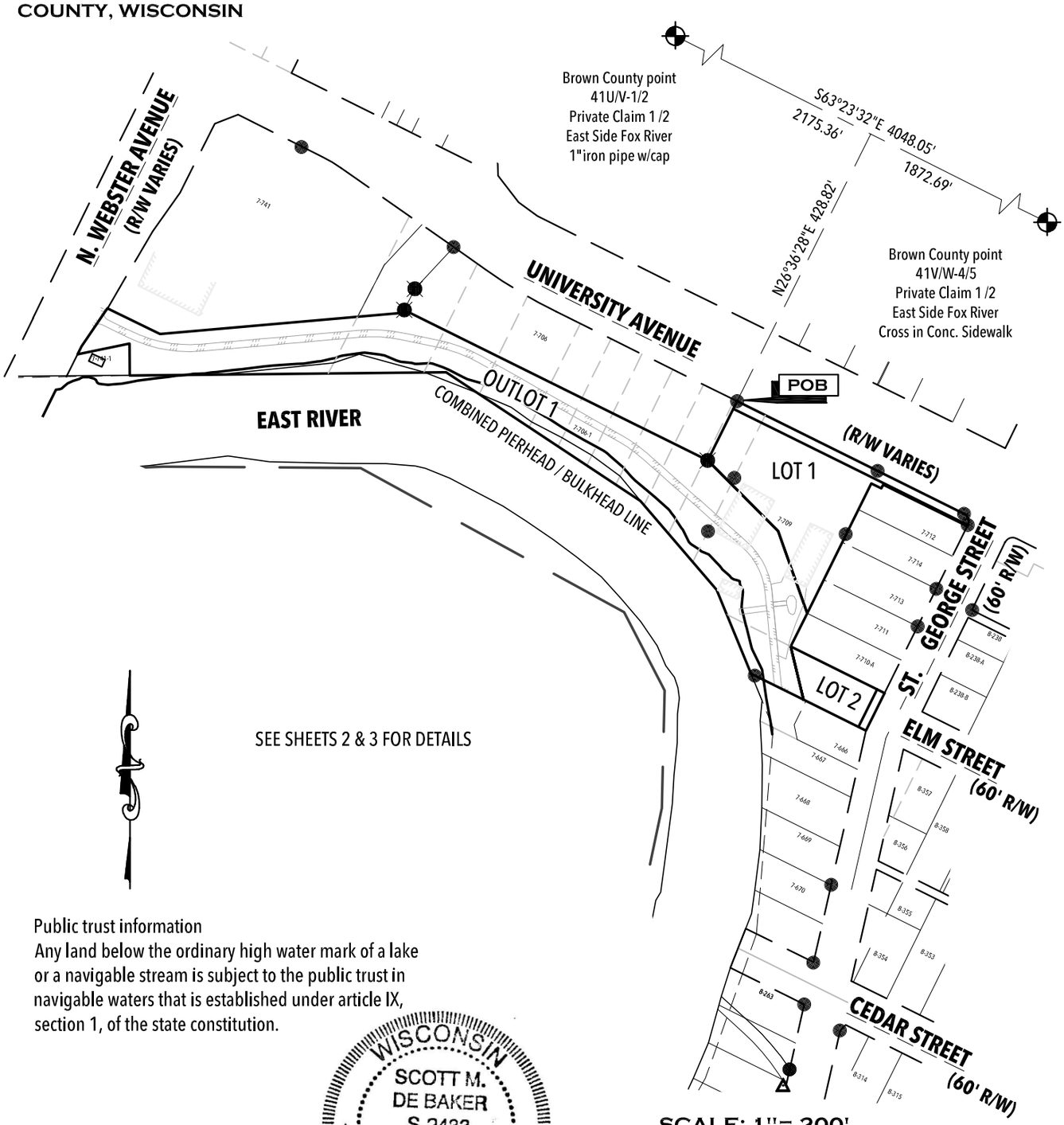
Feet
0 45 90 180

- Proposed Public/Institutional (PI) Zoning
- Proposed Office Residential (OR) Zoning
- Proposed Low-Density Residential (R1) Zoning

PRELIMINARY COPY

CERTIFIED SURVEY MAP

PART OF PARKWAY LANDS DEDICATED TO THE PUBLIC IN VOLUME 27, CERTIFIED SURVEY MAPS, PAGE 54, AS MAP No. 4289, RECORDED IN DOC No. 1293188, PART OF LOT 5, 6, 7 AND 8 WHITNEY'S ADDITION (ALSO KNOWN AS WHITNEY'S SECOND ADDITION; PART OF LOTS 7, 8, 9, 10, 11 AND 12 OF HAGEMEISTER'S SUBDIVISION OF LOT 6 WHITNEY'S ADDITION; PART OF LOTS 1, 2 AND 3, OF BLOCK C OF CLEERMANS'S SUBDIVISIOIN OF PART OF LOTS 7 AND 8 OF WHITNEY'S SECOND ADDITION; ALSO PART OF LOT 5, WHITNEY'S ADDITION, ALL IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN



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

WISCONSIN
SCOTT M. DE BAKER
S-2483
GREEN BAY
WI
LAND SURVEYOR

OWNER / DEVELOPER
City of Green Bay

SCALE: 1"= 200'

0' 100' 200' 400'

BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM. THE NORTH LINE OF PRIVATE CLAIM 2 EAST SIDE OF FOX RIVER WHICH BEARS S63°23'32"E.

LEGEND

POB POINT OF BEGINNING

● EXISTING 1"Ø IRON PIPE

EXISTING 1"Ø IRON ROD (OR SIZE NOTED)

○ SET 1" x 18" IRON PIPE WITH CAP WEIGHING 1.38 LBS./LIN. FT.

RECORDED COUNTY MONUMENT

SHEET 1 OF 6

ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155 PHONE:(920) 662-9641
INTERNET: WWW.RELEEINC.COM FAX:(920) 662-9141

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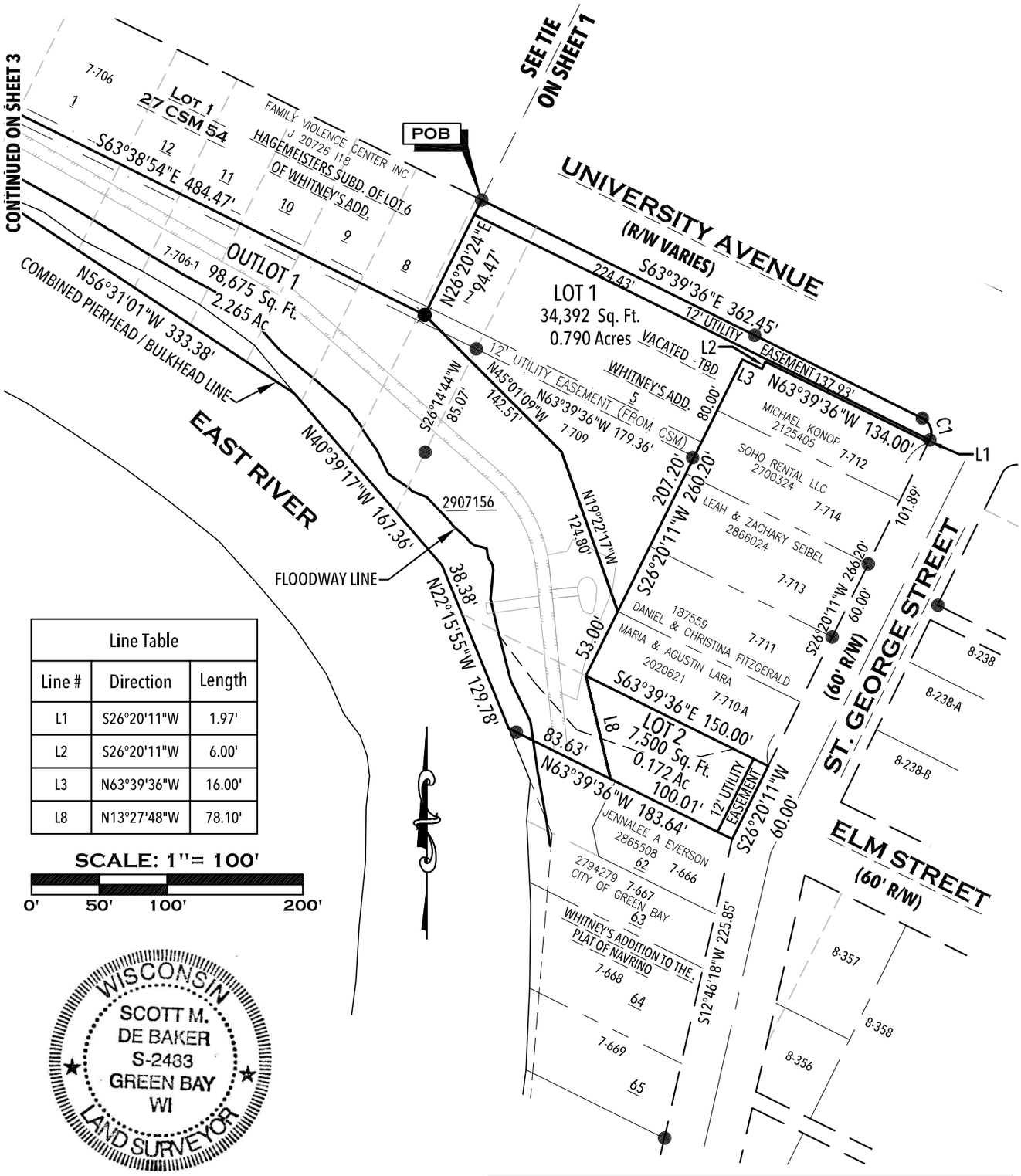
PRELIMINARY

CERTIFIED SURVEY MAP

PART OF PARKWAY LANDS DEDICATED TO THE PUBLIC IN VOLUME 27, CERTIFIED SURVEY MAPS, PAGE 54, AS MAP No. 4289, RECORDED IN DOC No. 1293188, PART OF LOT 5, 6, 7 AND 8 WHITNEY'S ADDITION (ALSO KNOWN AS WHITNEY'S SECOND ADDITION; PART OF LOTS 7, 8, 9, 10, 11 AND 12 OF HAGEMEISTER'S SUBDIVISION OF LOT 6 WHITNEY'S ADDITION; PART OF LOTS 1, 2 AND 3, OF BLOCK C OF CLEERMANS'S SUBDIVISIOIN OF PART OF LOTS 7 AND 8 OF WHITNEY'S SECOND ADDITION; ALSO PART OF LOT 5, WHITNEY'S ADDITION, ALL IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN



Line Table		
Line #	Direction	Length
L1	S26°20'11"W	1.97'
L2	S26°20'11"W	6.00'
L3	N63°39'36"W	16.00'
L8	N13°27'48"W	78.10'

SCALE: 1"= 100'

0' 50' 100' 200'

WISCONSIN
SCOTT M. DE BAKER
S-2483
GREEN BAY
WI
LAND SURVEYOR

Curve Table					
Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C1	89°59'48"	12.00'	18.85'	S18°39'43"E	16.97'

LEGEND

POB Point of Beginning

● Existing 1"Ø Iron Pipe

Existing 1"Ø Iron rod (or size noted)

○ Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.

Recorded County Monument

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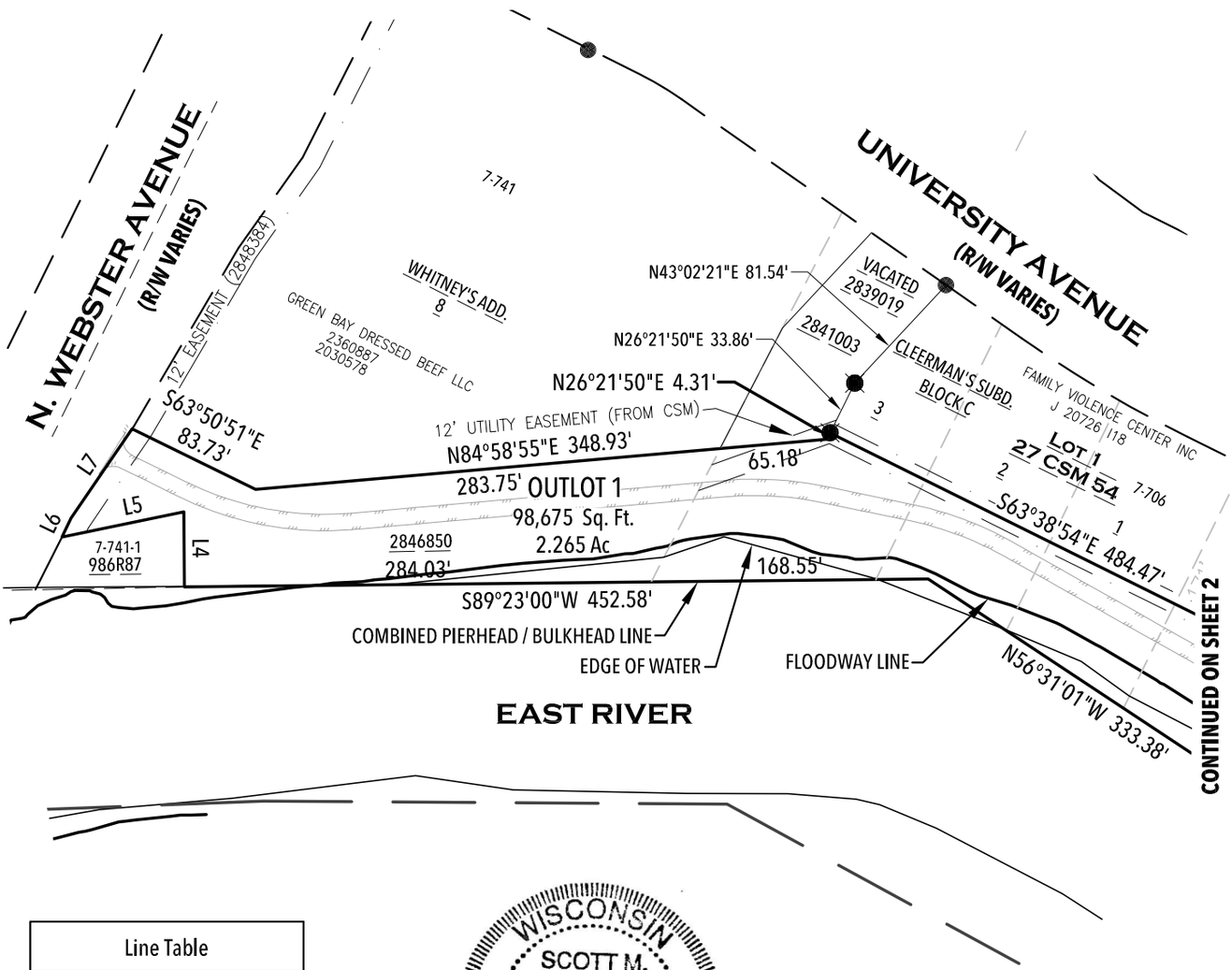

Line Table		
Line #	Direction	Length
L4	N00°31'45"W	45.69'
L5	S78°23'59"W	75.76'
L6	N26°09'01"E	12.79'
L7	N34°19'29"E	65.78'

WISCONSIN
SCOTT M. DE BAKER
S-2483
GREEN BAY
WI
LAND SURVEYOR

SCALE: 1"= 100'

0' 50' 100' 200'

LEGEND

POB Point of Beginning

● Existing 1"Ø Iron Pipe

Existing 1"Ø Iron rod (or size noted)

○ Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.

Recorded County Monument

SHEET 3 OF 6

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SURVEYOR'S CERTIFICATE:

I, Scott M. DeBaker, Professional Land Surveyor, do hereby certify that by the order and under the direction of the City of Green Bay, a municipal corporation, I have surveyed, mapped and divided part of the Parkway lands as dedicated to the public in Volume 27, Certified Survey Maps, Page 54, as Map No. 4289, recorded in Doc No. 1293188, Part of Lot 5, Lot 6, Lot 7 and Lot 8, Whitney's Addition (also known as Whitney's Second Addition; part of Lot 7, Lot 8, Lot 9, Lot 10, Lot 11 and Lot 12 of Hagemeister's Subdivision of Lot 6 Whitney's Addition; part of Lots 1, Lot 2 and Lot 3, Block C of Cleermans's Subdivisioin of part of Lots 7 and Lot 8 of Whitney's Second Addition all in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin,more fully described as follows:

Beginning at the Northeast Corner of said Lot 1, 27 CSM 54;
Thence S63°36'36"E, 362.45 feet on the southerly right of way line of University Avenue;
Thence 18.85 feet on the arc of a 12.00 foot radius curve to the right, long chord bears S18°39'43"E, 16.97 feet on the westerly right of way line of St. George Street;
Thence S26°20'11"W, 1.97 feet on the said westerly right of way line to a south line of 27 CSM 54;
Thence N63°39'36"W, 134.00 feet on the said south line;
Thence S26°20'11"W, 6.00 feet on a west line of 27 CSM 54 to a south line of 27 CSM 54;
Thence N63°39'36"W, 16.00 feet on said south line to a westerly line of 27 CSM 54;
Thence S26°20'11"W, 260.20 feet on the westerly line of line of 27 CSM 54 and the westerly line of Document No. 2907156, being 150 feet west of and parallel to St. George Street to the northerly line of Elm Street Extended westerly;
Thence S63°39'36"E, 150.00 feet on the said northerly line to the westerly right of way line of St. George Street;
Thence S26°20'11"W, 60.00 feet on the said westerly right of way line to the southerly line of Elm Street extended westerly;
Thence N63°39'36"E, 183.64 feet on the said southerly line to the Combined Pierhead and Bulkhead line of the East River, also referenced as the East Dock line of the East River;
Thence on the said Combined Pierhead and Bulkhead line of the East River the next four courses;
thence N22°15'55"W 129.78 feet;
thence N40°39'17"W 167.36 feet;
thence N56°31'01"W 333.38 feet;
thence S89°23'00"W 452.58 feet to the easterly line of lands described in Doc. No. 752853 in 986R87;
Thence N00°31'45"W, 45.69 feet on the said easterly line to the northerly line of Doc. No. 752853;
Thence S78°23'59"W, 75.76 feet on the said northerly line to the easterly right of way line of Webster Avenue;
Thence N26°09'01"E, 12.79 feet on the said easterly right of way line;
Thence N34°19'29"E, 65.78 feet on the said easterly right of way line to the northerly line of land described in Doc No. 2846850;
Thence S63°50'51"E, 83.73 feet on the said northerly line;
Thence N84°58'55"E 348.93 feet on said northerly line and the southerly line of Doc No. 28412003 to the easterly line of Doc No. 2841003;
Thence N26°21'50"E, 4.31 feet on the said easterly line to the southwesterly corner of said Lot 1, 27 CSM 54;
Thence S63°38'54"E, 484.47 feet on the southerly line of said Lot 1 to the southeasterly corner, thereof;
Thence N26°20'24"E, 94.47 feet on the easterly line said Lot 1, to the Point of Beginning...

Said Parcel Contains 140,567 square feet / 3.227 acres of land, more or less to the combined Pierhead and Buldhead line.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in the surveying, mapping and dividing of the same.

Dated this _____ day of _____, 2022.

WISCONSIN
SCOTT M.
DE BAKER
S-2483
GREEN BAY
WI
LAND SURVEYOR

_____
Scott M. DeBaker PLS #2483
ROBERT E. LEE & ASSOCIATES, INC.

RESTRICTIVE COVENANT:

1. The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
2. Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
3. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Robert E. Lee & Associates, Inc.
Engineering, Surveying, Environmental Services
1250 Centennial Centre Boulevard
Hobart, WI 54155 Phone:(920) 662-9641
Internet: www.releeinc.com Fax:(920) 662-9141

PRELIMINARY

CERTIFIED SURVEY MAP

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WISCONSIN
SCOTT M. DE BAKER
S-2483
GREEN BAY
WI
LAND SURVEYOR

OWNER'S CERTIFICATE:

As owner(s), we hereby certify that we caused the land described on this CSM to be surveyed, mapped, and divided as represented on the certified survey map. we also certify that this CSM is required by City of Green Bay Chapter 14 Subdivision and Platting Ordinances and Wisconsin Chapter 236.34.
to be submitted to the following for approval or objection:
CITY OF GREEN BAY

_____ _____ _____

mayor
City of Green Bay

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2022, the above named to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

(print name)_____

My commission expires:_____

CERTIFICATE OF THE GREEN BAY PLANNING DEPARTMENT

Approved by the City of Green Bay, as required by Wisconsin Statues Chapter 236, and the City of Green Bay Municipal Code Chapter 36, Subdivision and Platting, on this _____ day of _____, 2022.

_____
Neil Stechschulte
Development Director

CERTIFICATE OF THE GREEN BAY CITY CLERK

As duly appointed City Clerk for the City of Green Bay, I hereby certify that the records in my office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map (7-706-1 & 7-709) as of the date listed below.

_____

Celestine Jeffreys Date
Green Bay City Clerk

BROWN COUNTY TREASURER'S CERTIFICATE

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map (7-706-1 & 7-709) as of the date listed below.

_____

Paul D. Zeller Date
Brown County Treasurer

Robert E. Lee & Associates, Inc.
Engineering, Surveying, Environmental Services
1250 Centennial Centre Boulevard
Hobart, WI 54155 Phone:(920) 662-9641
Internet: www.releeinc.com Fax:(920) 662-9141

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Utility Easement Provisions

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

City of Green, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

and also Wisconsin Bell Inc.. d/b/a AT&T Wisconsin, a Wisconsin Corporation, Grantee,
and also the following Grantees:

Wisconsin Bell Inc.. d/b/a AT&T Wisconsin, a Wisconsin Corporation,
aetec USA Telecom Services,
Brown County C-Lec, LLC,
US Exchange/RVP Fiber,
Charter Telecommunications Operating, LLC,

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

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

SURVEYOR'S NOTES:

1. This Certified Survey Map is part of tax parcel number 7-706-1 and 7-709.

2. The property owner(s) of record are:
   - City of Green Bay, a municipal corporation

3. This Certified Survey Map is contained wholly within the property described in the following recorded instrument(s)
   - Document #: 2839019, 2846850 & 2907156

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

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

WISCONSIN
SCOTT M.
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Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 2, 2022	Stephanie Hummel, Staff

AGENDA ITEM # P.2

To rezone 3164 Finger Road from Low Density Residential (R-1) and Rural Residential (RR) to General Commercial (C1), and the 200 ft. buffer along Finger Road to Office Residential (OR). (Public Hearing 07/11/2022)

BACKGROUND

Primary Address: 3164 Finger Road

Alderperson/District: Ald. Jim Hutchison / District 2

Reason for Request: The proposed rezoning would allow for future redevelopment.

Surrounding Zoning and Land Uses:
SUBJECT: Varied-Density Residential (R3) and Rural Residential (RR) -- Farm Field
NORTH: Low-Density Residential (R1) -- Single- and Two-Family Homes
SOUTH: Planned Unit Development (PUD) -- I43 Business Park
EAST: Varied-Density Residential (R3) and Rural Residential (RR) -- Farm Field
WEST: Planned Unit Development (PUD) -- Vacant

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Commercial uses.

Report: The subject parcel, 3164 Finger Road, is an 11.529 acre parcel on the City's far east side, just north of the I-43 Business Park. It is currently zoned Varied-Density Residential (R3) and Rural Residential (RR). The applicant is requesting General Commercial (C1) zoning over the whole area of the parcel to accommodate development on the west side of the parcel. The attached applicant exhibit gives a general idea for future lots and roadways in this area.

While C1 is an appropriate zoning district along Mason Street, complimenting the I-43 Business Park, Staff feels it could be inappropriate along portions of Finger Road. The proposed uses of a coffee shop and daycare are appropriate uses within the C1 district to adjoin the neighborhood to the north. However, other uses in C1 can be more intrusive, especially once past the intersection of Finger Road with Ontario Road. Until land division and other business proposals are submitted, we find it most appropriate to leave the R3 zoning district in place along Finger Road at a depth of 200 ft, aside from the coffee shop and daycare areas (see Buffer Exhibit). While split zoning within a parcel is not always ideal, this would protect the neighborhood along Finger Road and serve as a buffer until further development is ready to occur.

Ald. Jim Hutchison and adjacent property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff has received two inquiries regarding the request, asking for general information. No support or opposition was received.

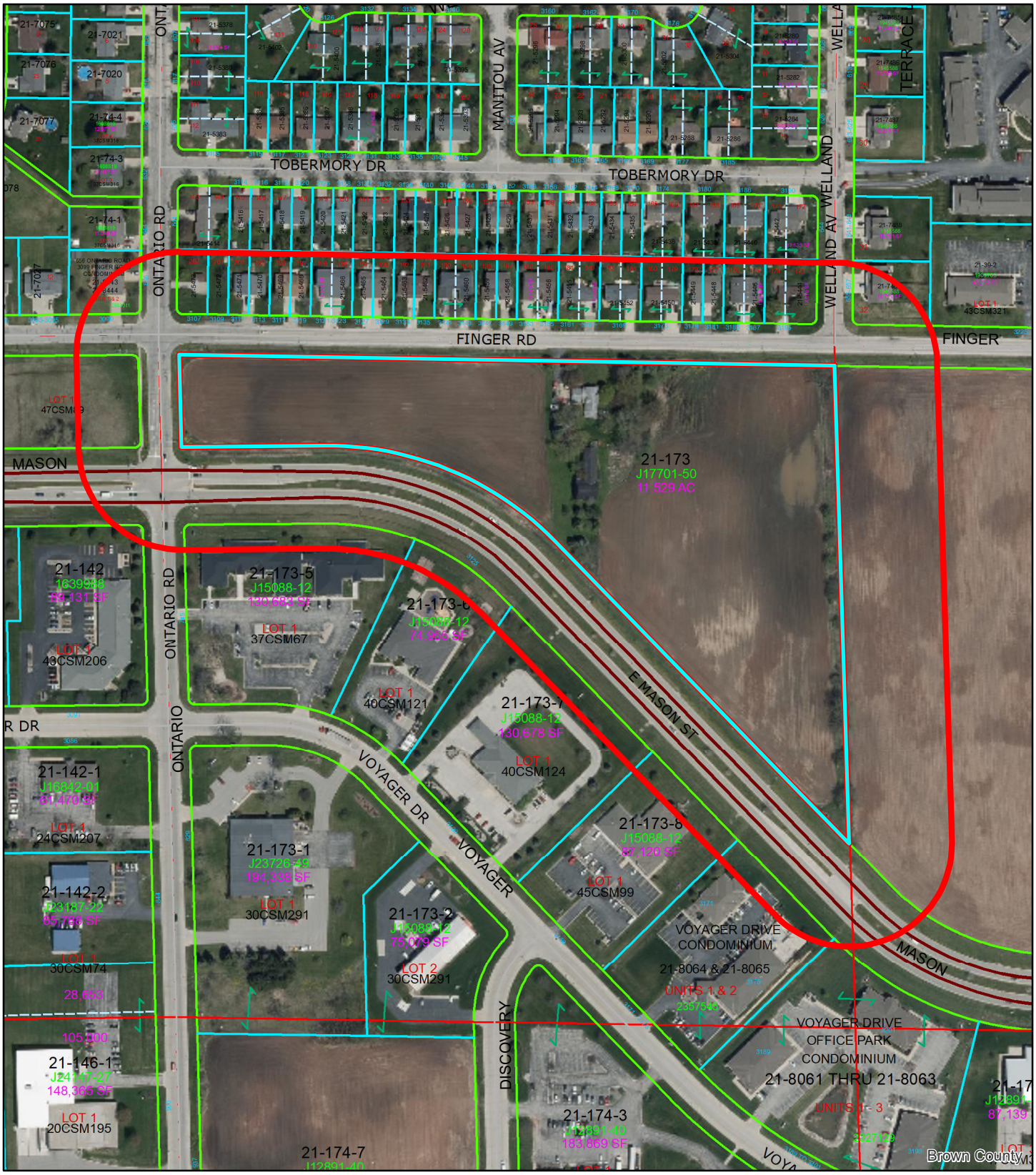
RECOMMENDATION

Approval of request to rezone parcel to General Commercial, aside from 200-ft. buffer area along Finger Road which will remain Varied-Density Residential.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-18 Map
2. ZP 22-18 Applicant Exhibit
3. ZP 22-18 Buffer Zoning Exhibit



(ZP 22-18) Rezone to C1 for 3164 Finger Road

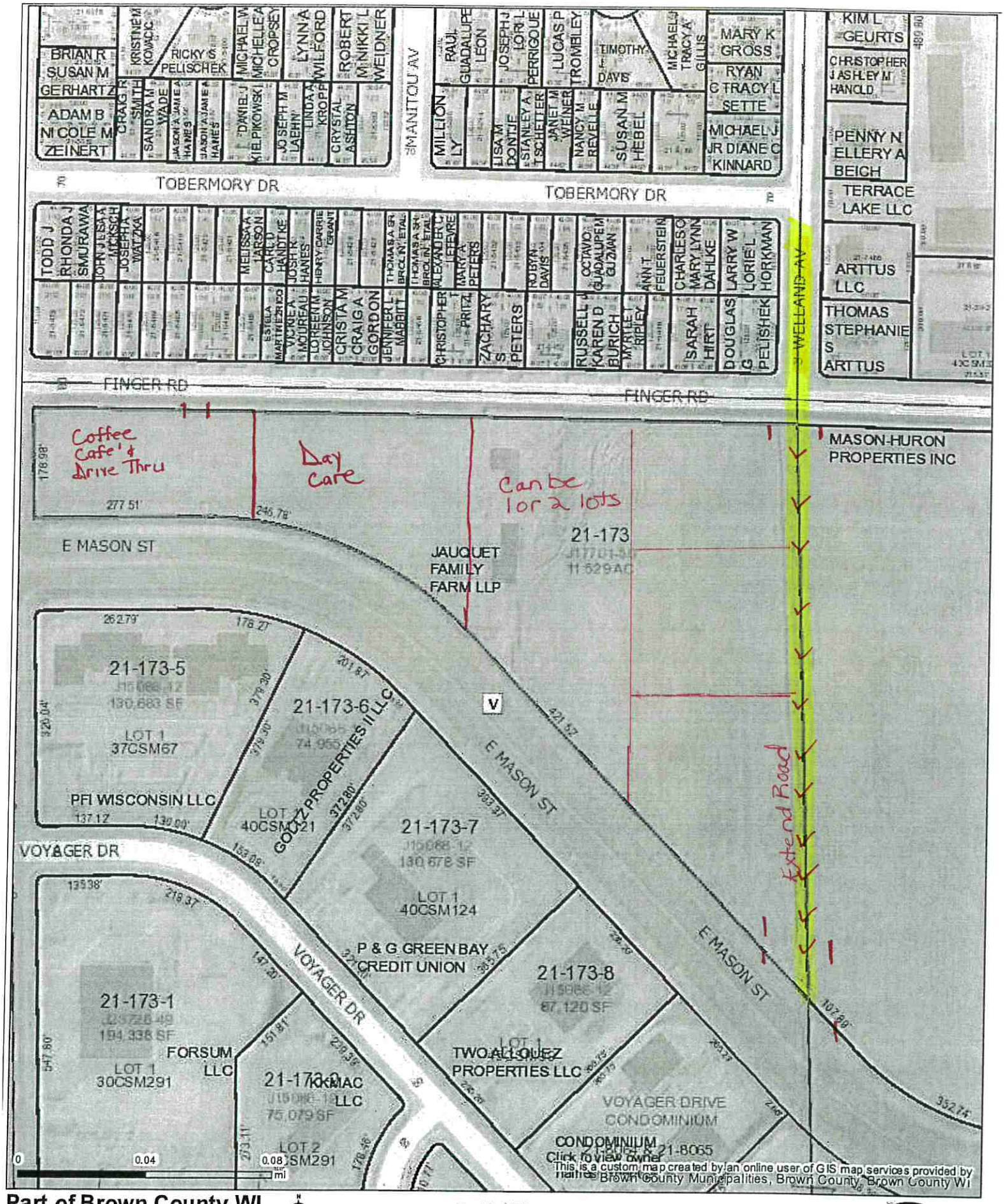
0 75 150 300 Feet

N

3164 Finger Road

200-ft. Notification Area

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 29 Jun 2022 X:\Planning\Basemaps\template_8.5x11.mxd



Part of Brown County WI

Map printed on 5/4/2022

1:2,400
1 inch = 200 feet*
1 inch = 0.0379 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

Parcel ownership key

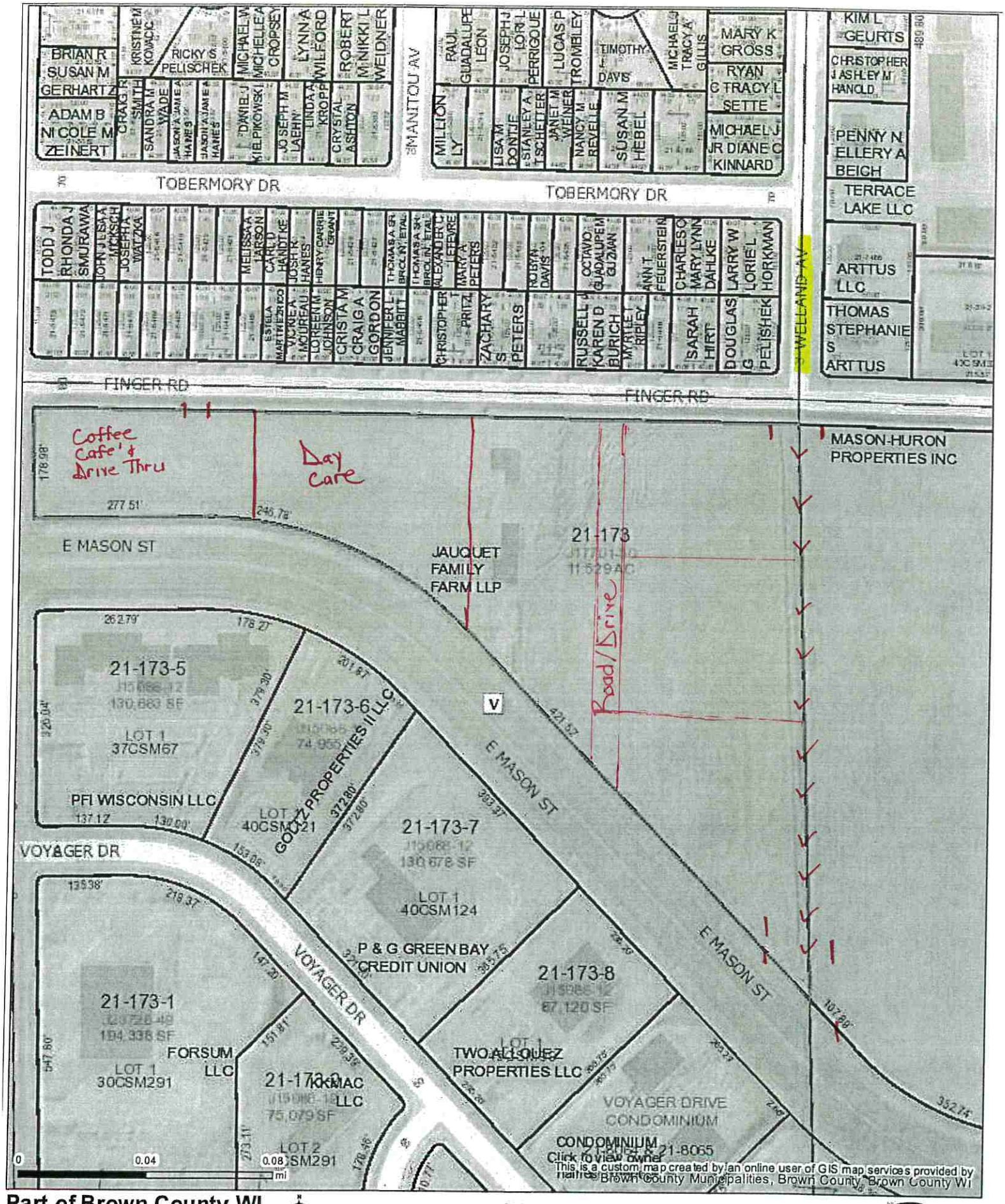
- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

Brown County Planning & Land Services
(920) 448-6480
www.browncountywi.gov



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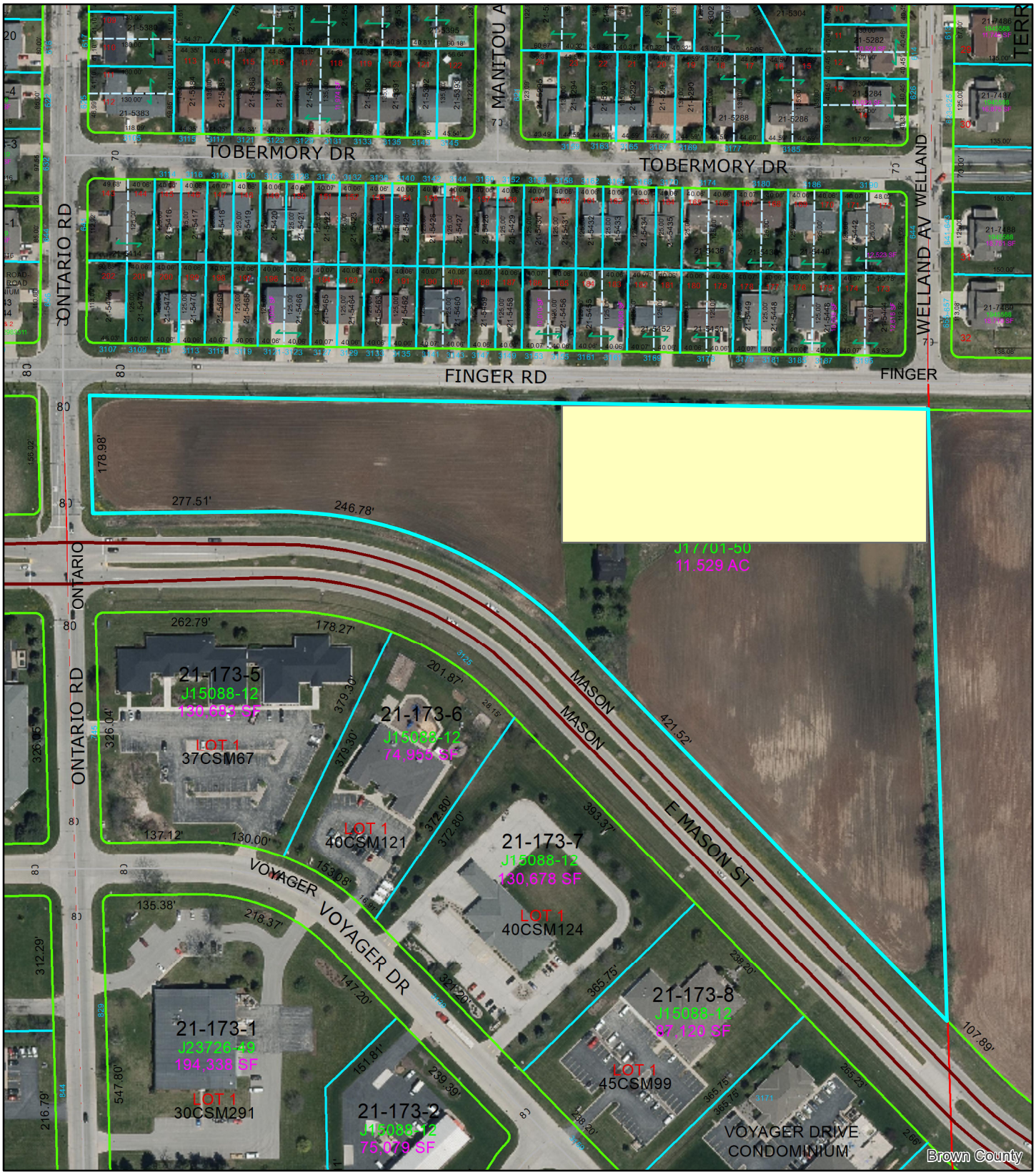

(ZP 22-18) Buffer Zoning Exhibit

Feet
0 55 110 220

N

3164 Finger Road

Area to Remain R3

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Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 2, 2022	David Buck, Staff

AGENDA ITEM # P.3

To amend text within Chapter 44, Article XVIII, Sect. 44-1747(b)(3) - Uncovered Parking in Residential Districts. (Public hearing held 07/11/22)

BACKGROUND

Reason for Request: Correct an error and add provisions related to uncovered parking spaces for single- and two-family uses back into the parking code.

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan does not provide specific guidance regarding particular text amendments. However, the principles contained in the comprehensive plan are what guide the regulations.

Analysis: The Off-Street Parking, Drives, and Loading section of the Zoning Ordinance was repealed and recreated in September 2019. A review was conducted in 2020, and much of 2021, following its implementation. Amendments were made (see attached GO 25-31). However, in the process of amending the code, three provisions related to uncovered parking spaces for single- and two-family uses were unintentionally omitted. The three omitted provisions were located in Section 44-1747(b)(3) along with a graphic and are listed below:

(b)(3) Uncovered parking spaces (not located in driveways).
a. No more than four (4) uncovered parking spaces are permitted per unit per lot.

b. Uncovered parking spaces may be located in the rear yard and shall be set back from the side and rear lot lines by no fewer than 2.5 feet. See Figure 6.B: Single & Two-Family Parking Space-Uncovered.

c. One (1) uncovered parking space is permitted in the side yard alongside a garage provided said space is not located between the building and the street and is set back from the side and rear lot lines by no fewer than 2.5 feet. See Figure 7: Single & Two-Family Parking Space Beside Garage.

These regulations along with three others make up the body of regulations related to uncovered parking for single and two-family uses that are not located within driveways or garages/carports. The three other regulations are listed below; however, they were not removed like the three above and are just renumbered/lettered.

d. ~~(a)~~ Front Yard Parking Space Exception. For single- or two-family lots with attached single stall garages that are unable to provide parking as regulated in this ordinance, a single parking space may be established next to the driveway between the front façade of the residence and the public right-of-way as regulated in this section.

e. ~~(b)~~ Front yard space is limited to no greater than eight (8) feet in width beyond the garage door opening but shall not be located in front of the primary entrance to the residence.

f. ~~(c)~~ Lots shall not exceed the maximum impervious surface ratio for the applicable zoning district.

The staff's intent was never to delete or remove the three subsections and they were not included in the summary of changes provided to the Plan Commission nor were they a point of discussion internally or at the legislative level. Essentially, this is another "clean-up" of the full parking ordinance rewrite that took place in 2019, fixing staff's error when creating a draft that was ultimately adopted without noticing the omissions. The added regulations are located in attached Draft GO 19-22.

RECOMMENDATION

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

FISCAL IMPACT

ATTACHMENTS

1. GO 25-21 - Amend Ch 44 Art XVIII Parking Code
2. DRAFT GO 19-22 AMEND SECTION 44-1747(B)(3) - PARKING FOR SINGLE- AND TWO-FAMILY USES

GENERAL ORDINANCE NO. 25-21

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

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

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

Sec. 44-1691. Nonconforming facilities.

Existing access, parking and loading facilities that were lawfully constructed but are nonconforming to current requirements of this article may be maintained and repaired subject to the following:

(1) Maintenance and repair of nonconforming facilities is limited to patching and resurfacing where the base is not exposed. Maintenance and repair that ~~expose~~ **exposes** the base material **(typically crushed stone/gravel)** is considered reconstruction and must meet the requirements of this article with the following exception: Minor rehabilitation items like replacing catch basins, replacing damaged landscaped islands, repairing cracks/small sinkholes, etc., is permitted. Minor rehabilitation is limited to no greater than 500 square feet or ten percent of the surface area annually, whichever is ~~greater~~ **less**.

(2) Shared driveways (driveways located on multiple lots and typically situated over lot lines) that existed prior to the adoption of the ordinance from which this chapter is derived may remain legal driveways. No new or reconstructed shared driveways may be established unless cross-access easements are recorded with the Register of Deeds.

(3) Existing nonconforming access, parking and loading facilities shall not be reconstructed, expanded or increased in an area unless the entire facility is brought into compliance with requirements of this Code.

(4) Existing access, parking and loading facilities shall not be reduced below the requirements for a similar new use or, if currently nonconforming, they shall not be reduced further.

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

Sec. 44-1693. Use limitations.

Access, parking and loading facilities shall be used for their intended purposes.

(1) Access, parking and loading facilities shall not be used for storage, display, sales, rental, or repair of motor vehicles or other goods nor for the storage of inoperable vehicles or snow. **Equipment specifically designed for snow**

removal may be temporarily parked/stored in parking facilities of multiple family or nonresidential uses between the beginning of November through the end of April.

(2) All vehicles shall be in condition for safe and legal performance on public rights-of-way~~, be registered, and display current license plates~~.

(3) No vehicle or equipment shall be used as living quarters.

(4) Single- and two-family uses are permitted to temporarily use required access and parking areas for recreation and social activities, maintenance **such as washing, changing fluids, rotating tires, etc.,** of ~~licensed~~ operable vehicles**, as described in this section,** owned/operated by residents of the unit ~~(such as washing, changing fluids, rotating tires)~~, and other activities accessory to the principal single- or two-family use. All such activities/uses shall be limited so that they are discontinued between the hours of 10:00 p.m. and 7:00 a.m.

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

Sec. 44-1694. Surfacing.

(a) All off-street parking facilities and driveways leading to such parking facilities, and all other areas upon which motor vehicles may traverse or be parked shall be graded and surfaced with a dust-free all-weather hard surface material capable of carrying a wheel load of 4,000 pounds.

(b) Acceptable surfacing materials include asphalt, concrete, brick, cement pavers, **permeable pavement systems meeting WI DNR Technical Standards,** or similar material approved by the City and installed and maintained per industry standards.

(c) Residential drives serving single-family and two-family dwellings may contain a grass center, provided that the areas on which the vehicle's wheels touch are a minimum of **twelve (**12**)** ~~to~~ **but no greater than eighteen (**18**)** inches in width.

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

Sec. 44-1697. Access limitation~~ by use~~.

~~Access to property shall be directed to the most appropriate street classification for the use it is serving.~~

(~~1~~**a**)~~No new development or fully redeveloped site shall be permitted driveway access onto any right-of-way for which the city has jurisdiction that is classified as an arterial street, unless said arterial street is the only frontage available.~~ **Single-family and two-family dwelling units shall not have driveways or other access points onto**

a collector or arterial street that is not primarily residential unless such street has the only available frontage.

~~(2) Nonresidential, mixed-use and multifamily uses shall not have driveways or other access points onto a residential local street unless such street has the only available frontage.~~

(~~3~~**b**) Driveway access existing prior to the adoption of the ordinance from which this article is derived is exempt from the access limitation and may be reconstructed at its present size and location **unless the property or development site is fully reconstructed, in which case the driveway access limitations of this article shall be in full effect**.

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

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

Sec. 44-1698. Access distance from intersections.

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

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

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

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

Removed: "Figure 1: Access Distance From Intersections"

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

(g) Limit on the number of off-street parking spaces provided. No site plan may be approved for a multiple-family or nonresidential use which contains more than two times the development's minimum number of required parking spaces, except as granted through a conditional use permit. **Where no minimum parking requirement is established, the calculation for the maximum number shall be two times what the developments minimum would be if not exempt.** Parking facilities containing ~~20~~ **40** stalls or ~~less~~ **fewer** are exempt from this regulation. The following criteria shall be reviewed in considering a conditional use permit request:

(1) The proposed development has unique or unusual characteristics (such as high sales volume or low parking turnover) which creates a parking demand that exceeds the maximum ratio and does not typically apply to comparable uses.

(2) The lot is designed to allow for more intensive future site development that will create and utilize the additional parking demand.

(3) The need for additional parking cannot be reasonably met through provision of shared parking with nearby uses.

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

Sec. 44-1746. Single-family and two-family residential driveways.

Driveways shall lead from the public right-of-way directly to a garage **door** opening **plus 24 inches on either side of said door** or to a legal surface parking space**.** ~~and~~ **Driveways** are regulated as follows:

(1) *Number of driveways.* Single-family uses are permitted one driveway per lot unless otherwise regulated in this chapter, subject to the design regulations specified herein. Two-family uses are permitted two driveways per lot unless otherwise regulated in this chapter, subject to the design regulations specified herein.

(2) *Minimum driveway setback from property lines.*

a. *Narrow lots.* On lots with less than 60 feet of lot width/frontage, driveways shall be set back a minimum of one foot from the side lot line. On lots where the available side yard area prohibits the ability to create/maintain an eight-

foot-wide driveway and the required setback as listed below, the setback may be administratively reduced or eliminated.

b. *Detached garages.* Driveways leading to detached garages shall meet the applicable side or rear setbacks for accessory structures established in the district in which it is situated or shall meet the side setback of an existing detached garage, whichever is less.

c. *Attached garages.* Driveways leading to attached garages shall meet the applicable side or rear setbacks for principal structures established in the district in which it is situated or shall meet the side setback of the existing attached garage, whichever is less.

d. *Uncovered parking.* Driveways leading to uncovered parking areas shall meet the applicable side or rear setbacks established within the parking section or shall meet the side setback of the existing legal uncovered parking area, whichever is less.

(3) *Driveway width.*

a. Driveways shall be a minimum width of eight feet. Driveways leading to garages are limited to a maximum width of 25 feet at the property line and 30 at the curb/pavement line (2½ foot apron flares), but may increase to the width of the garage. See Figure 3.A: Single-Family and Two-Family Drive Width and 3.B: Single-Family and Two-Family Drive Width-Enlarged with Taper.

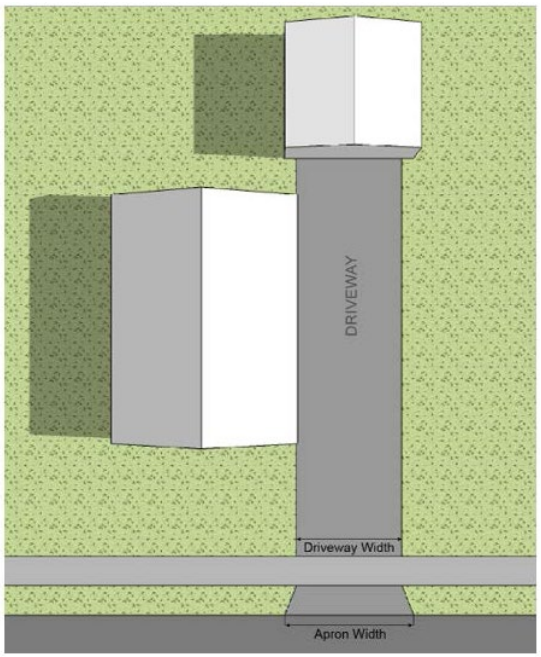


Fig. 3.A: Single & Two-Family Drive Width—Standard

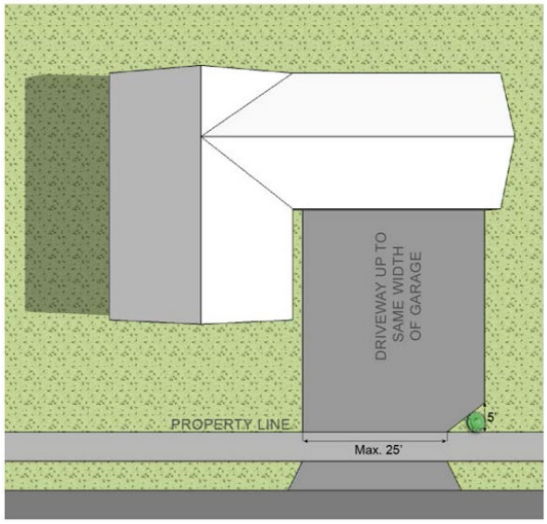


Fig. 3.B: Single & Two-Family Drive Width—Enlarged with Taper

b. Where no garage exists, the maximum driveway width shall be 12 feet.

c. Where the width of the driveway at the garage or other legal parking space exceeds the maximum width of the driveway at the property line, the driveway shall be tapered between the garage or the edge of a legal uncovered space and the property line starting a minimum of five feet inside the parcel. ~~Said~~ **If said** taper "triangle" ~~shall contain~~ **is found to be driven over and in a deteriorated state, the City may require the installation of** vegetation or other item designed to ~~limit~~ **prohibit** vehicular trespass. See Figure 3.C: Single-Family and Two-Family Drive Width-Taper Detail. When leading to a legal uncovered space, the driveway width shall be the least possible needed and shall not exceed 25 feet in width at the property line.

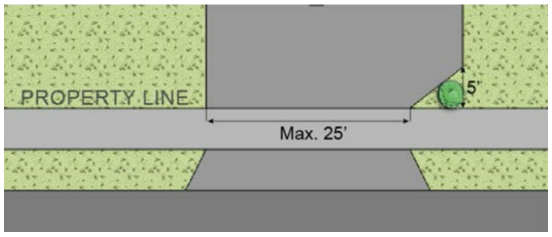


Fig. 3.C: Single & Two-Family Drive Width—Taper Detail

d. Driveways for two-family dwellings with adjacent garages are limited to the 25 feet maximum width at the property line for each individual driveway. Each individual driveway must be separated by a minimum of a two-foot green area extending the full length from the property line to the garage/uncovered parking space. Separation area shall contain vegetation or other item designed to limit vehicular trespass. See Figure 4: Two-Family

Drive Separation.

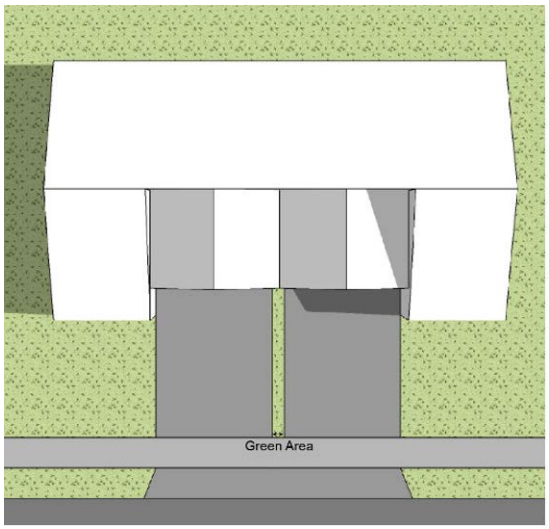


Fig. 4: Two-Family Drive Separation

e. Side-loading drives. The maximum width of driveway leading to a side-loaded garage shall not exceed 12 feet, except for the area directly leading of the garage, where it can be increased to the width of the garage. See Figure 5.A: Alternative Single-Family and Two-Family Drives-Side Loading. The driveway shall not be located within the side yard setback.

f. Circular drives. The maximum width of circular, horseshoe, and similar type driveways shall not exceed 12 feet, except for the area directly leading of the garage, where it can be increased to the width of the garage. See Figure 5.B: Alternative Single-Family and Two-Family Drives-Circular.

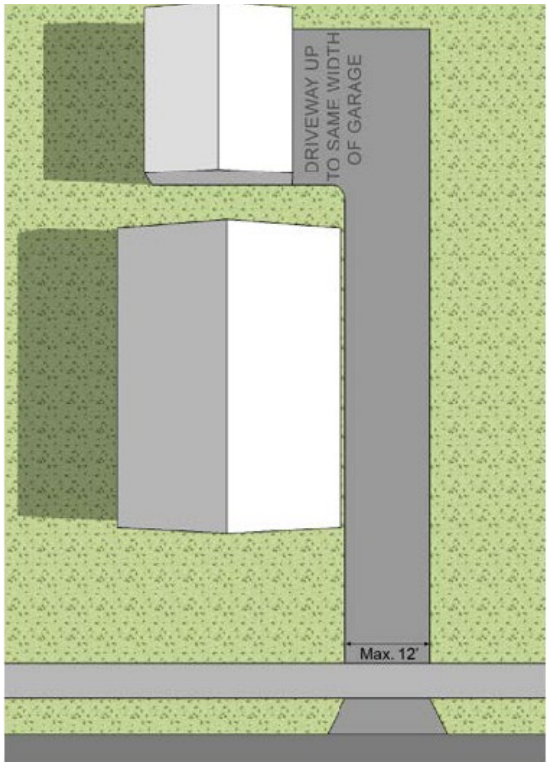


Fig. 5.A: Alternative Single & Two-Family Drives—Side Loading

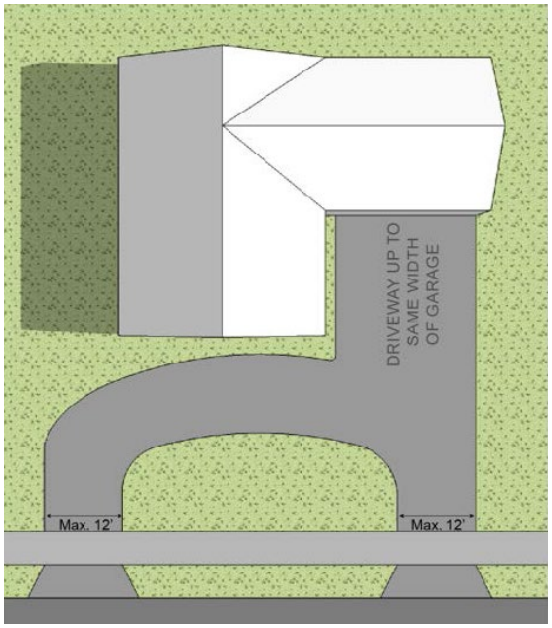


Fig. 5.B: Alternative Single & Two-Family Drives—Circular

g. Alley drives. The driveway may extend to the garage opening or may extend into the lot for 30 feet in width and 40 feet in depth but shall not extend into the side yard setbacks. See Figure 5.C: Alternative Single-Family and Two-

Family Drives-Alley.

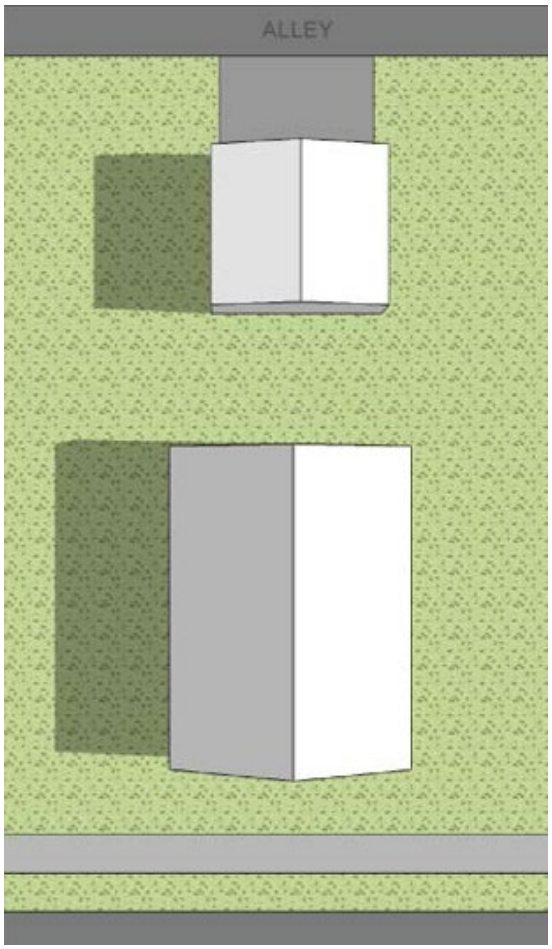


Fig. 5.C: Alternative Single & Two-Family Drives—Alleys

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

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

Sec. 44-1747. Parking for single-family and two-family uses.

(a) A minimum number of legal parking spaces shall be provided in conformance with Section 44-1726 and Figure 2: Number of Off-Street Parking Spaces Required by Land Use.

(b) On a lot containing a single-family or two-family dwelling unit, off-street parking shall not be located between the principal structure and a street right-of-way, except within

residential driveways leading to a legal parking space or as otherwise permitted in this chapter.

(1) Parking spaces **a minimum of 8 feet wide by 15 feet deep** must be provided either within a garage, in a driveway, or uncovered parking ~~spaces~~ **space(s)** on the same lot of the use it is serving and shall meet the requirements of this section. See Figure 6.A: Single-Family and Two-Family Parking Space-Garage or 6.B: Single-Family and Two-Family Parking Space-Uncovered.

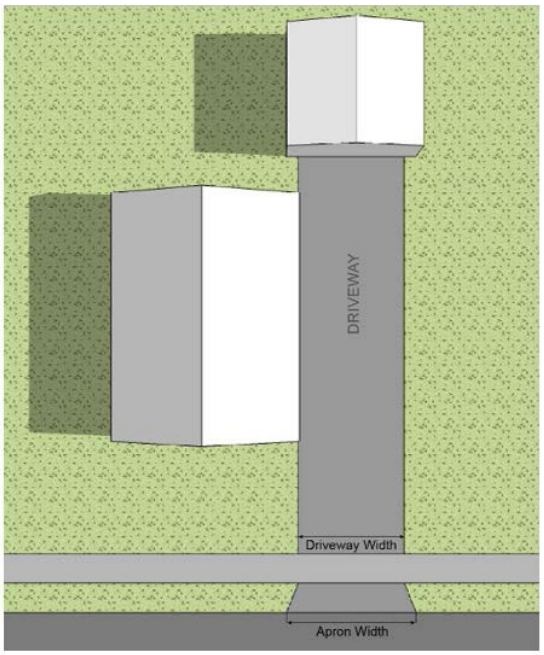


Fig. 6.A: Single & Two-Family Parking Space—Garage

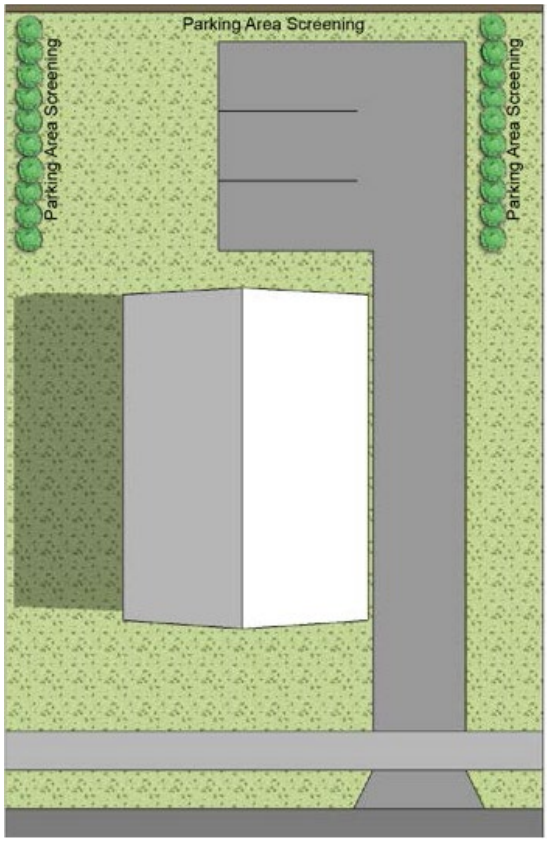


Fig. 6.B: Single & Two-Family Parking Space—Uncovered

(2) Driveway parking. Driveways shall not count towards minimum parking stall requirement except as provided for narrow lots in subsection (c) of this section.

(3) Uncovered parking spaces (not located in driveways).

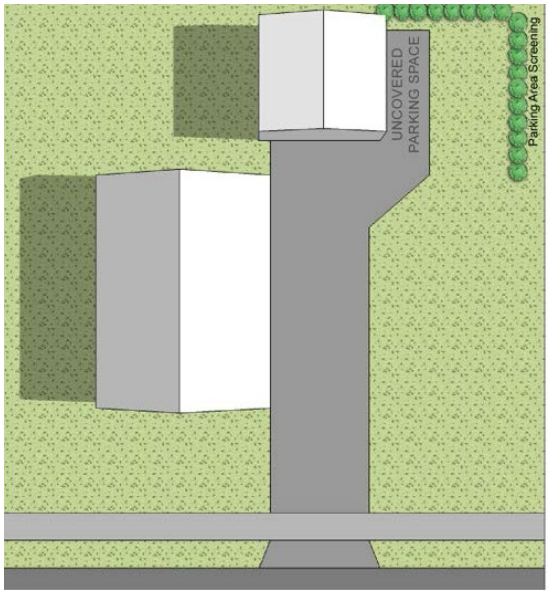


Fig. 7: Single & Two-Family Parking Space Beside Garage

a. Front yard parking space exception. For single-family or two-family lots with attached single stall garages that are unable to provide parking as regulated in this article, a single parking space may be established next to the driveway between the front facade of the residence and the public right-of-way as regulated below.

b. Front yard space is limited to no greater than eight feet in width beyond the garage door opening but shall not be located in front of the primary entrance to the residence.

c. Lots shall not exceed the maximum impervious surface ratio for the applicable zoning district.

(c) Driveway as legal parking space for single-family and two-family uses on narrow lots. Driveways may be considered legal "stacked" (meaning in front of one another) parking spaces for required stalls. A driveway parking space need not lead to a legal parking space but must be a minimum of eight feet wide and 15 feet deep.

(d) Except for driveways leading to legal parking spaces or otherwise regulated in this article, parking is not permitted in the front yard.

~~(e) Uncovered parking spaces situated beyond the front facade of the principal structure must be screened with a minimum of five-foot tall vegetation, fencing, or other material that creates a solid screen, impervious to sight from adjacent properties, excluding views from where access is provided.~~

(f) Parking of commercial vehicles and trailers in residential districts.

(1) The intent of this section is to preserve the orderly appearance and quiet enjoyment of residential neighborhoods while allowing reasonable flexibility for parking business-related vehicles. Specifically, this applies to motor vehicles that are driven off-site by a resident but are kept on the premises when not in use. This section shall apply to the following types of vehicles:

a. Commercial trucks, tractors, vans, pick-ups, or other motor vehicles not exceeding 10,000 pounds gross vehicle weight; and

b. Commercial trailers capable of being trailed behind a commercial motor vehicle that is allowed to be parked on the premises by this section.

(2) Engines of commercial vehicles may not run continuously. A 30-minute engine warm-up time shall be permitted immediately prior to the commercial vehicle and/or any other motorized equipment leaving the premises. The warm-up period shall begin no earlier than 7:00 a.m. and end no later than 10:00 p.m.

(3) Commercial trailers parked outside in residential districts shall be fully enclosed or be empty when not in transport.

(4) Commercial trailers parked in residential districts shall be actually trailed and transported from the property no less than once per week.

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

Sec. 44-1773. Multifamily residential, mixed-use, institutional, commercial, and industrial use driveways.

(a) *Number of driveways.* A maximum of one two-way driveway or two one-way driveways shall be permitted from each street right-of-way to which a lot or parcel has frontage, except under the following circumstances:

(1) Multiple two-way driveways may be permitted on one street frontage, provided the distance between the driveway centerlines is no less than 200 feet.

(2) Mixed two-way and one-way driveways may be permitted on one street frontage, provided the distance between the driveway centerlines is no less than 200 feet.

(3) One three-lane driveway consisting of a one 12-foot ingress lane, a three-foot mountable rumble strip dividing island, and two ten-foot egress lanes may be administratively permitted per street frontage with concurrence of the Zoning Administrator and Traffic Engineer. This option should be limited to sites on streets with high traffic volumes and speeds and/or unique timeframes of mass ingress/egress, or other conditions making a standard driveway operate less than optimally.

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

(4**5**) Additional driveways may be permitted, if necessary, for the public safety and sufficient level of traffic circulation with approval of the Director of Public Works.

(b) *Minimum driveway setback.*

(1) Driveways shall be set back as established for buildings in the zoning district for which the property they service is situated. Driveway access through the front yard setback area should be designed to minimize its presence within the front yard to the greatest extent practical.

(2) Parking facility perimeter buffers. ~~Parking facilities in any yard abutting a public street or public walkway shall be separated from the street or walkway by a landscaped buffer meeting the requirements of Section 44-1966.~~ Parking facilities accessing parking areas abutting residential uses in residential districts shall be separated by a perimeter landscape buffer meeting the requirements of Section 44-1964.

(c) *Distances between curb openings.*

(1) *On the same parcel.* The minimum distance between one-way driveways at the curbline shall be no less than 15 feet. Minimum distance between two-way drives at the curbline shall be 200 feet from center.

(2) *On adjoining parcels.* Where two adjoining driveways abut, the maximum opening at the curb shall be the maximum for a single driveway, as listed in subsection (d) of this section. Both parcels must share the curb opening.

(d) *Driveway width.* Driveway sizes are regulated at the property/right-of-way line and the curb/road pavement line as follows (See Figure 8: Three-Lane, Full Access Drive Detail):

(1) *One-lane, one-way access drives.*

One-Way Drives (Single Direction - Ingress or Egress)	Maximum Width of Drive at Property and Setback Line	Maximum Width of Drive at Curb or Pavement Line
Autos and single axle trucks	15 feet	25 feet
Semi-trailers	20 feet	30 feet

(2) *Two-lane, full access drives.*

Two-Way Drives (One-Ingress and One-Egress Lane)	Maximum Width of Drive at Property and Setback Line	Maximum Width of Drive at Curb or Pavement Line

Autos and Single axle trucks	25 feet	35 feet
Semi-Trailers	30 feet	40 feet

(3) *Three-lane, full access drive (consisting of one 12-foot ingress lane, a three-foot mountable "rumble strip" dividing island, and two ten-foot egress lanes).*

Three-Lane Drives (One-Ingress, Divider and Two-Egress Lanes)	Maximum Width of Drive at Property and Setback Line	Maximum Width of Drive at Curb or Pavement Line
All	35 feet	45 feet

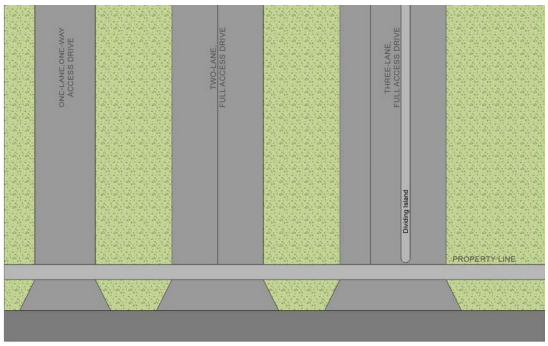


Fig. 8: One-Lane, Two-Lane & Three-Lane Access Drive Detail

(e) *Flow.* Traffic may be restricted as to direction of flow.

(1) Driveways approved for one-way movement only or three-lane drives shall be equipped with signage and pavement markings indicating its direction to motorists.

(2) Signs for directional movement of traffic shall be constructed and installed in accordance with City of Green Bay Standard Specifications and Construction Standards for Public Works.

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

Sec. 44-1774. Off-street parking and traffic circulation standards for multiple-family and nonresidential uses.

(a) *Location.*

(1) Required parking and loading spaces shall be located on the same lot or development site as the use served unless otherwise regulated in this chapter.

(2) Off-site parking may be located up to 1,000 feet from the lot containing the use being served if the under common ownership or protected by a recorded instrument acceptable to the City.

(b) *Setbacks.*

(1) Parking areas shall be set back as established for buildings in the zoning district for which the property it services is situated.

(2) Special provisions for nonconforming parking facilities. Legally established parking facilities constructed prior to the effective date of the ordinance from which this article is derived which do not meet the minimum setbacks required by this article shall be permitted to be reconstructed with reduced setbacks, subject to approval of a parking plan by the Zoning Administrator. Said parking lot layout shall be designed in accordance with the dimensions identified in Figure 9: Parking Space Design Standards. Parking lot setback reductions shall only be permitted in the following instances:

a. To prevent the loss of legal parking spaces required by this article.

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

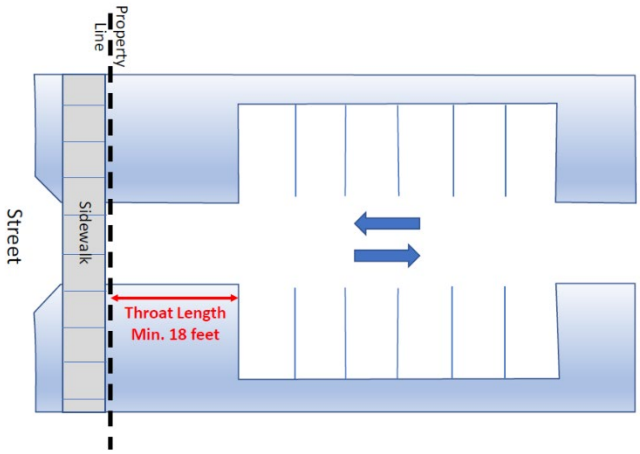
(c) *Circulation.* Parking facilities shall be designed to provide for the safe and efficient movement of all traffic entering, exiting, and circulating on the site. Circulation patterns shall conform to the general rules of the road. All traffic control measures shall meet the requirements of the Manual of Uniform Traffic Control Devices.

(d) *Marking.* All off-street parking and traffic circulation areas shall be marked, striped, and maintained in a clear and visible manner which clearly indicates parking spaces, pedestrian walkways, and other designated areas.

(e) *Curbing.* A minimum six-inch high curb shall be installed within parking areas where parking surface is adjacent to pedestrian and/or bicycle ways and internal landscape islands, except: Where bio-filtration or bio-retention methods of stormwater management are utilized as part of an approved grading and drainage plan, alternatives to the installation of curbing may be considered by the Department of Public Works, provided that measures are taken to protect landscaping from vehicular circulation damage.

(f) *Access.* Each off-street parking space shall open directly upon a drive aisle or driveway that is wide enough to provide a safe and efficient means of vehicular access without directly maneuvering a vehicle into any pedestrian way or public right-of-way.

(g) Driveway throat length. The minimum permitted throat length of access drives serving parking lots is 18 feet, as measured from the right-of-way/property line along the centerline of the access drive to the access point of any parking stall within the parking facility, as depicted below. In no case shall the driveway throat length be less than the required setback.



(~~g~~**h**) *Lighting.* All off-street parking and traffic circulation areas shall be lit to ensure their safe and efficient use during evening hours. An illumination level shall meet the standards of Article V of this chapter.

(~~h~~**i**) *Landscaping and screening.* Parking lots shall meet the landscaping requirements of Sections 44-1964 through 44-1969.

(~~i~~**j**) *Parking space design standards.* Other than handicapped parking and permitted parking in residential driveways, each off-street parking space shall comply with the minimum requirements ~~of~~ **in the follow table, as shown in** Figure 9: Parking Space Design Standards.

~~Figure 9.~~ Parking Space Design Standards

Angle (A)	Width (B)*	Curb Length (C)	Stall Depth (D)**	1-Way Aisle Width (E)	2-Way Aisle Width (E)
0 (Parallel)	9'	22’	8'6"	14'	22'
45°	9'	12'	18'9"	14'	22'
60°	9'	9'10"	19'10"	18'	22'
90°	9'	8'6"	18'	20'	22'

* Subcompact spaces may account for up to 20 percent of the total parking area required. They may be reduced in size to a width of eight feet and a stall depth of 12 percent less than (D) in the table above and must be grouped and signed appropriately.

** Parking spaces that use an appropriately sized curb overhang over a landscaped island or buffer may be reduced in depth by 1½ feet. A concrete curb or other means shall be provided to prevent parked vehicles from damaging plant materials.

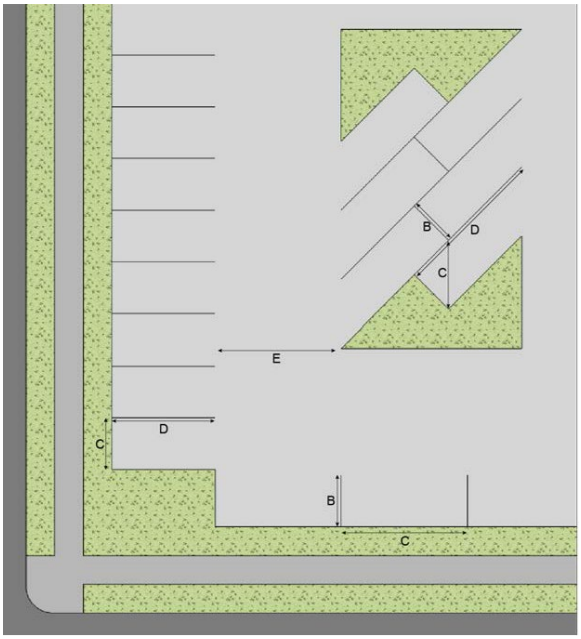


Fig. 9: Parking Space Design Standards

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

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

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

DB:

11/2/21

GENERAL ORDINANCE NO. 19-22

AN ORDINANCE
AMENDING SECTION 44-1747(b)(3),
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING FOR SINGLE-FAMILY AND TWO-FAMILY USES

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

SECTION 1. Section 44-1747(b)(3), Green Bay Municipal Code, is hereby amended to read:

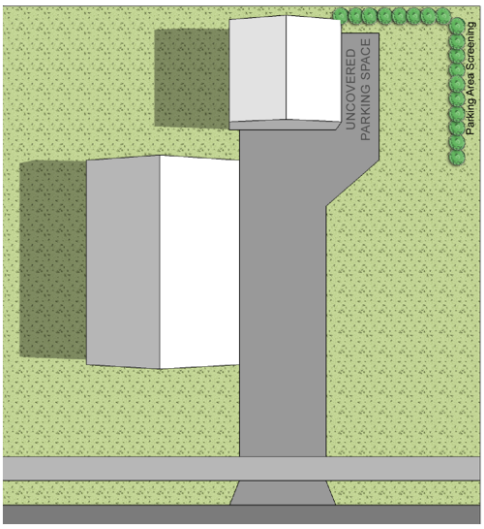
(b)(3) Uncovered parking spaces (not located in driveways).

a. No more than four (4) uncovered parking spaces are permitted per unit per lot.

b. Uncovered parking spaces may be located in the rear yard and shall be set back from the side and rear lot lines by no fewer than 2.5 feet. *See Figure 6.B: Single & Two-Family Parking Space-Uncovered.*

c. One (1) uncovered parking space is permitted in the side yard alongside a garage provided said space is not located between the building and the street and is set back from the side and rear lot lines by no fewer than 2.5 feet. *See Figure 7: Single & Two-Family Parking Space Beside Garage.*

Figure 7: Single & Two-Family Parking Space Beside Garage



d. ~~(a)~~ *Front Yard Parking Space Exception*. For single- or two-family lots with attached single stall garages that are unable to provide parking as regulated in this ordinance, a single parking space may be established next to the driveway between the front façade of the residence and the public right-of-way as regulated in this section.

e. ~~(b)~~ Front yard space is limited to no greater than eight (8) feet in width beyond the garage door opening but shall not be located in front of the primary entrance to the residence.

f. ~~(c)~~ Lots shall not exceed the maximum impervious surface ratio for the applicable zoning district.

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 _____, 2022.

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

law

June 28, 2022

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 2, 2022	Stephanie Hummel, Staff

AGENDA ITEM # P.4

To amend the City's Comprehensive Plan for properties located in the 600 Block of Woodside Road, Tax Parcels 21-365-1 and 21-365-2, from Low Density Residential Uses to Medium/High Density Housing Uses. (Public Hearing held 07/25/2022)

BACKGROUND

Primary Address: 600 Block Woodside Road

Alderperson/District: Ald. Jennifer Grant / District 1

Reason for Request: The proposed comprehensive plan amendment would allow for the rezoning of the property to Varied-Density Residential. This is to facilitate an amendment to an existing Conditional Use Permit to allow for an expansion of the existing assisted living facility.

Surrounding Zoning and Land Uses:
SUBJECT: Low Density Residential (R1) -- Assisted Living Facility, Vacant
NORTH: Low Density Residential (R1) -- Single-Family Homes, Church
SOUTH: Rural Residential (RR)/Low Density Residential (R1) -- Vacant
EAST: Varied Density Residential (R3)/Planned Unit Development (PUD) -- Multi-Family Dwellings, Vacant
WEST: Low Density Residential (R1) -- Vacant

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends low density residential land uses.

Analysis: The subject parcels are located along the 600 Block of Woodside Road. 655 Woodside Road is an existing assisted living facility. The property to the south, Parcel 21-365-2, is currently vacant. The parcels are 1.4 and 1.5 acres respectively. 655 Woodside has an established Conditional Use Permit that allows for a 32-person assisted living facility. This CUP was completed in 1998. The applicant is looking to expand the current use, which would require an amendment to the CUP. The property is currently zoned Low-Density Residential (R1), which does not allow assisted living facilities. At some point over the past 20+ years, the allowance for assisted living facilities via CUP was removed from the code. Because of this, the CUP can't be amended as-is.

Assisted living facilities are allowed with a CUP in the Varied-Density Residential (R3) district. To achieve this zoning district, an amendment to the Comprehensive Plan is also required. This area is currently designated Low Density Residential. The applicant is proposing Medium/High Density Housing to allow for the rezoning to R3 (*application ZP 22-19 on this agenda*). If approved, the CUP amendment will be on the Plan Commission's next agenda for review.

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

1. The change is consistent with the goals and objectives or other elements of The Smart Growth 2022 Comprehensive Plan.
- Staff feels the proposed amendment is consistent with the goals and objectives of the Comprehensive Plan as well as the Housing Market Study (2020).

2. The change does not create an adverse impact on public facilities and services that cannot be mitigated. Public facilities and services include roads, sewers, water supply, drainage, schools, police, fire, and parks.
- The proposed amendment should have no impact on public facilities and services.

3. Development resulting from the change does not create an undue impact on surrounding properties. Such development should be consistent with the physical character of the surrounding neighborhood or would upgrade and improve its viability.
- The proposed change in land use would not create a determent to the surrounding neighborhood.

4. The change allows a more viable transition to the planned uses on adjacent properties than the current land use.
- The proposed amendment provides a potential transition of surrounding lower density residential uses to the north and west with higher density residential uses to the east.

5. The change does not have a significant adverse impact on the natural environment including trees, slopes, and groundwater, or the impact could be mitigated by improvements on the site or in the same vicinity.
- There are no known natural features that would impact the future development of the site.

6. There is a change in City policies or neighborhood characteristics that would justify a change.
- Not applicable.

7. The change corrects an error made in the original plan.
- Not applicable.

8. There is a community or regional need identified in the Comprehensive Plan for the proposed land use or service.
- The Comprehensive Plan calls for additional elderly/disabled housing due to the overall aging of the community.

9. The change helps the City meet its life-cycle and affordable housing goals.
- Based on the Housing Market Study (2020), this request would assist in the rising need for elderly living as identified as part of the study.

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

The Public Participation Plan for Periodic Comprehensive Plan Amendments is being followed for this request and notices have been provided regarding the public hearings for this meeting. Ald. Jennifer Grant and neighbors within 200 ft. were notified of the meeting based on Plan Commission policy. No inquires have been made as of the drafting of this report.

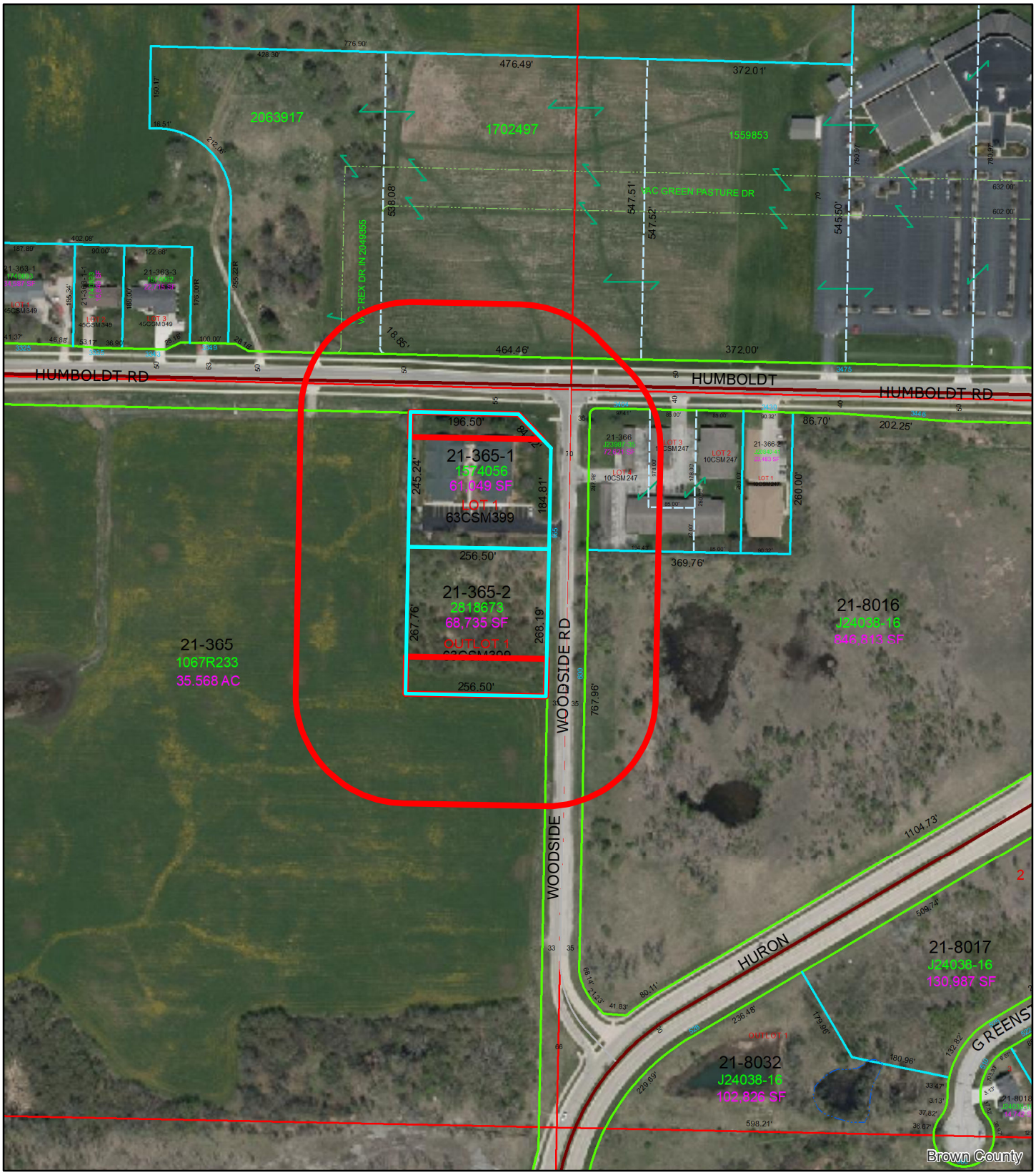
RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-19, CPA 22-01 Map
2. CPA 22-01 Applicant Narrative
3. CPA 22-01 Application



(ZP 22-19 & CPA 22-01) Rezone and Comprehensive Plan Amendment for 600 Block of Woodside Road

Feet
0 70 140 280
N

Impacted Properties

200-ft. Notification Area

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only.The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 13 Jul 2022 X:\Planning\Basemaps\template_8.5x11.mxd

Project consists of connecting (2) 5,500 sq. ft. – (13) bed CBRF facilities on the same site. The added 9,190 proposed square footage will comprise of (12) additional beds, common area, an updated commercial kitchen and dining area, and a new relocated building entrance.

Site parking will be relocated to boarder Woodside drive along the East property line, as well as an added drive off Humboldt for deliveries and ambulatory pick-up.

The business will continue to maintain the same level of care, but provide a more efficient form of care from a staffing standpoint due to its improved building flow and now combined (38) bed units.

Thanks,

Thanks
David O'Brien | Engineering Department
P.O. Box 13571 | Green Bay, WI 54307-3571
Work 920.498.9300 | **Mobile** 920.371.6200 | **Direct** 920.869.8462 | **Fax** 920.498.3033
Email dobrien@baylandbuildings.com | **Web** baylandbuildings.com

BAYLAND BUILDINGS, INC.
Think Smart. Build Smart | Employee Owned
MILESTONE ACHIEVED! | ONE MILLION MAN HOURS WITH ZERO LOST-TIME INJURIES | MAY 2020

REQUEST FOR CITY ACTION
PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 653 WOODSIDE RD. GREEN BAY, WI 54311

Parcel Number(s): 21-365-1 - 1574056 - LOT 1 63CSM399

Petitioner(s): David O'Brien Date: 6/20/2022

Email: doBrien@bayland buildings.com Phone Number: 920-371-6200

Address: P.O. BOX 13571 City: Green Bay State: WI Zip: 54307

Property Owner: CARATON COMMONS Phone Number: 678-231-2838

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I. Gregory J. Almquist, respectfully request that the City of Green Bay take the following action:

- [x] Rezone Property ($300.00 Review Fee)
- [x] Conditional Use and CUP Amendment, including Single Lot Duplexes ($300.00 Review Fee)
- [ ] PUD and PUD Amendments ($350.00 Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- [ ] Approve Preliminary Condominium Plat ($150.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Certified Survey Map ($150.00 Review Fee)
- [ ] Approve Final City/Extraterritorial Subdivision Plat ($100.00 Review Fee)
- [ ] Approve Final Condominium Plat ($100.00 Review Fee)
- [ ] Grant a City/Extraterritorial Subdivision/CSM Variance ($150.00 Review Fee)
- [ ] Grant a Postponement of Development Fees ($100.00 Review Fee) [Review by I&S and/or Park Committees]
- [ ] Development District Map Amendment ($200.00 Administration Fee)
- [ ] Official Map Amendment ($200.00 Administration Fee)
- [ ] Plat of Right-of-Way ($200.00 Administration Fee)
- [ ] Discontinue a Public Utility Easement ($200.00 Administration Fee)
- [ ] Street Name Change ($200.00 Administration Fee)
- [ ] Declare City Property "City Surplus" ($200.00 Administration Fee)
- [ ] Vacate a Street/Alley/Pedestrian Way ($200.00 Administration Fee) – PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Closure of Street/Alley/Pedestrian Way ($200 Administration Fee) – PLEASE FILL OUT PAGE 2 OF APPLICATION
- [x] Comprehensive Plan Amendments ($200.00 Review Fee)
- [ ] Other ($200.00 Administration Fee): _____

Owner Signature: _____ Date: 6/20/2022

Petitioner Signature(s): _____

Checklist of required attachments:

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

CPA 22-01
ZP 22-19 (Rezone)
ZP 22-20 (CUP)

For office use only:
Review Fee:_____ Receipt No.:_____ Zoning Petition No.:_____

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 2, 2022	Stephanie Hummel, Staff

AGENDA ITEM # P.5

To rezone properties located in the 600 Block of Woodside Road, Tax Parcels 21-365-1 & 21-365-2, from Low-Density Residential (R1) to Varied Density Residential (R3). (Public Hearing held 07/25/2022)

BACKGROUND

Primary Address: 600 Block Woodside Road

Alderperson/District: Ald. Jennifer Grant / District 1

Reason for Request: The proposed rezoning would allow for an expansion of the existing assisted living facility via a future amendment to an existing Conditional Use Permit (CUP).

Surrounding Zoning and Land Uses:
SUBJECT: Low Density Residential (R1) -- Assisted Living Facility, Vacant
NORTH: Low Density Residential (R1) -- Single-Family Homes, Church
SOUTH: Rural Residential (RR)/Low Density Residential (R1) -- Vacant
EAST: Varied Density Residential (R3)/Planned Unit Development (PUD) -- Multi-Family Dwellings, Vacant
WEST: Low Density Residential (R1) -- Vacant

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for low density residential land uses. Application CPA 22-01 on this agenda proposes an amendment to Medium/High Density Residential.

Report: The subject parcels are located along the 600 Block of Woodside Road. 655 Woodside Road is an existing assisted living facility. The property to the south, Parcel 21-365-2, is currently vacant. The parcels are 1.4 and 1.5 acres respectively. 655 Woodside has an established Conditional Use Permit that allows for a 32-person facility. This CUP was completed in 1998. The applicant is looking to expand the current use, which would require an amendment to the CUP. The property is currently zoned Low-Density Residential (R1), which does not allow assisted living facilities. At some point over the past 20+ years, the allowance for assisted living facilities via CUP was removed from the code. Because of this, the CUP can't be amended as-is. Assisted living facilities are allowed with a CUP in the Varied-Density Residential (R3) district. If approved, the CUP amendment will be on the Plan Commission's next agenda for review.

Concerning parcel 21-365-2, no site plan or proposed projects have been submitted for this parcel. Staff feels the R3 district is most appropriate here to not only balance the rezoning of 655 Woodside, but also to allow for similar facilities or medium density housing to be established here in the future. The City's Housing Study calls for flexible zoning districts to allow for more housing units. The R3 district accomplishes this.

Ald. Jennifer Grant and adjacent property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff had received no inquiries regarding the request.

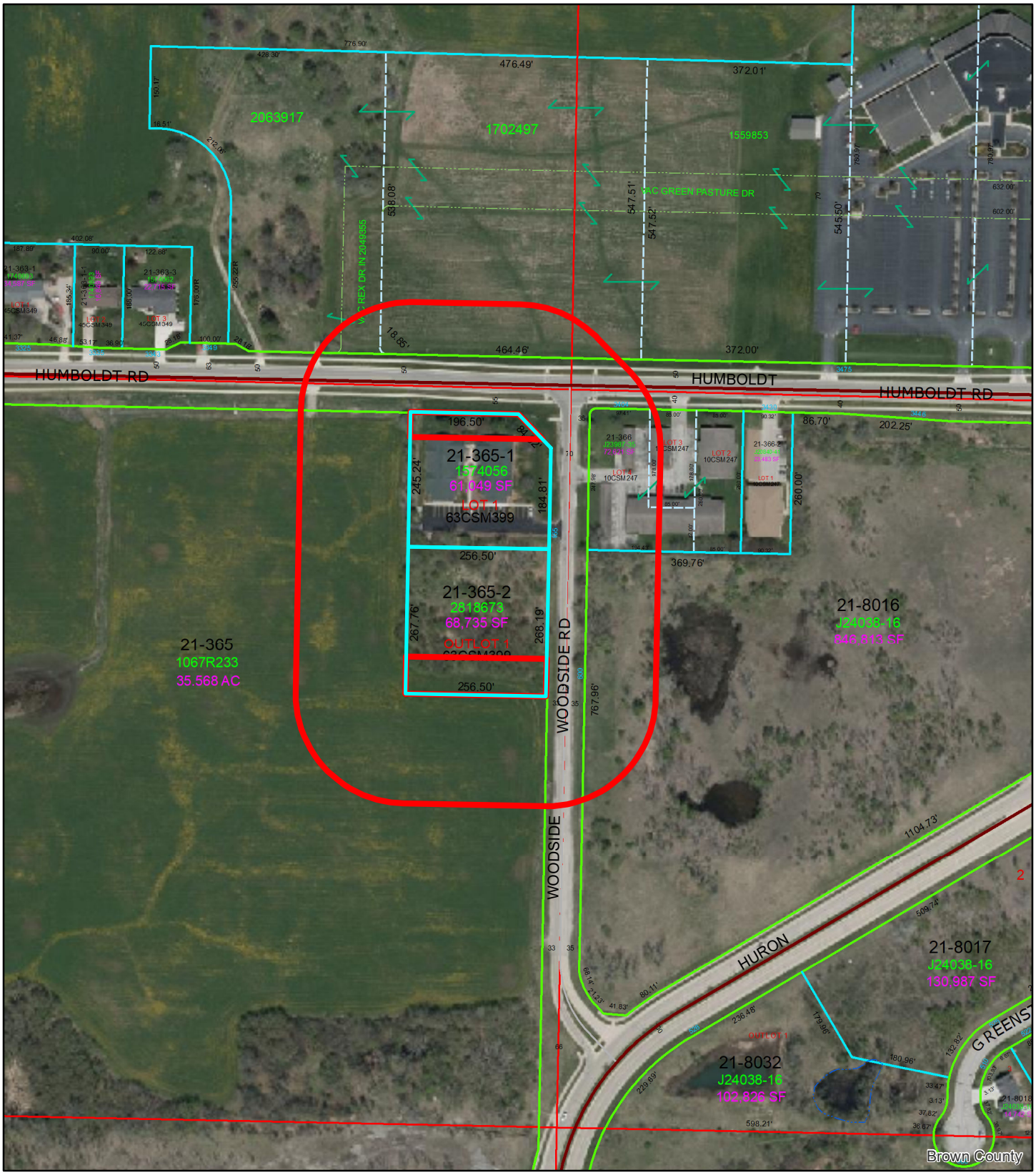
RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-19, CPA 22-01 Map
2. ZP 22-19 Building Exhibit and Site Plan
3. ZP 22-19 Applicant Narrative
4. ZP 22-19 Application



(ZP 22-19 & CPA 22-01) Rezone and Comprehensive Plan Amendment for 600 Block of Woodside Road

Feet
0 70 140 280
N

Impacted Properties

200-ft. Notification Area

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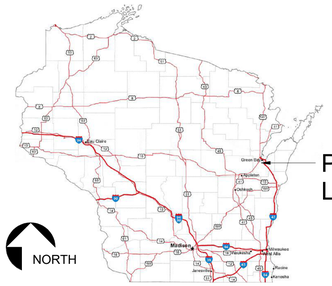
PROPOSED CBRF ADDITION FOR:

CARATON COMMONS

GREEN BAY, WISCONSIN

PROJECT LOCATION MAP



PROJECT LOCATION

ENLARGED MAP

BAYLAND

BAYLAND BUILDINGS

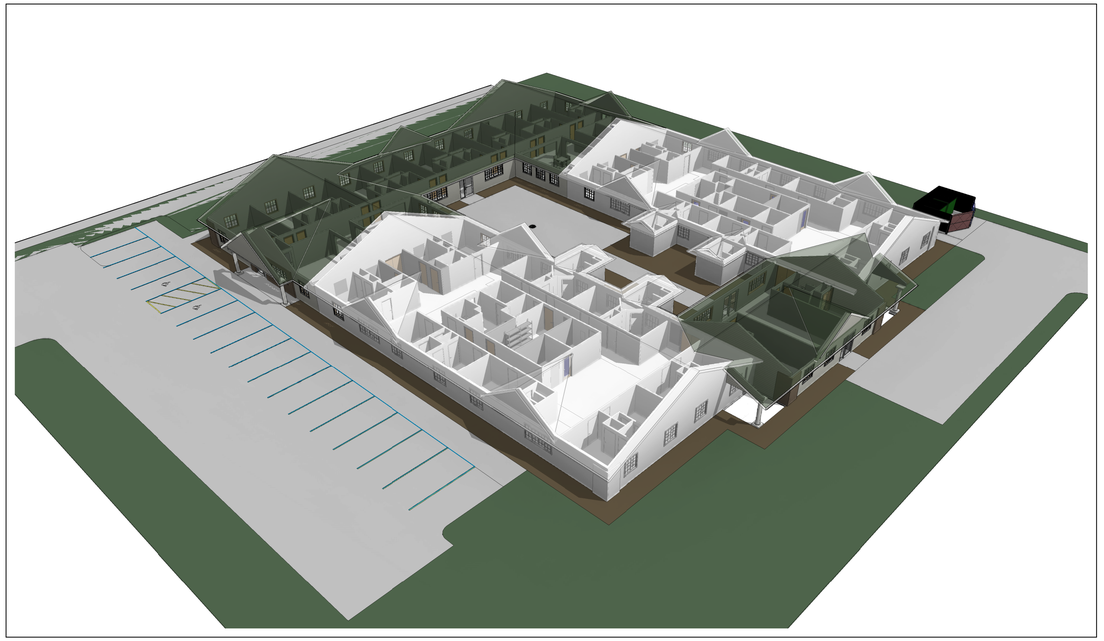
P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR

CARATON COMMONS

PROJECT PERSPECTIVE (NTS)

- FOR CONCEPTUAL PROPOSES ONLY!
REFERENCE FLOOR PLANS, ELEVATIONS, SECTIONS, ETC. FOR MORE INFORMATION



SHEET INDEX

NUMBER	SHEET NAME / DESCRIPTION	SSP APPROVAL	LATEST SHEET REVISION		
			DATE	ISSUED BY	NUMBER
001 TITLE					
T1.0	TITLE SHEET				
002 CIVIL					
C1.0	SITE PLAN				
003 LIFE SAFETY					
LS1.0	LIFE SAFETY PLAN				
004 ARCHITECTURAL					
A0.1	PLAN NOTES				
A0.2	PLAN NOTES				
A0.3	RATED ASSEMBLIES				
A0.4	RATED ASSEMBLIES & DETAILS				
A1.0	PROPOSED FLOOR PLAN				
A1.1	EXISTING/ DEMO FLOOR PLAN				
A2.0	EXTERIOR ELEVATIONS				
A6.0	DOOR / WINDOW SCHEDULES				
A6.1	ROOM FINISH PLAN				

UNIT/ COMMON AREA CALCULATIONS

UNIT COUNT

Name	Area	Phase
UNIT 1	200 SF	Existing
UNIT 2	200 SF	Existing
UNIT 3	117 SF	Existing
UNIT 4	117 SF	Existing
UNIT 5	173 SF	Existing
UNIT 6	150 SF	Existing
UNIT 7	147 SF	Existing
UNIT 8	147 SF	Existing
UNIT 9	150 SF	Existing
UNIT 10	110 SF	Existing
UNIT 11	113 SF	Existing
UNIT 12	110 SF	Existing
UNIT 13	115 SF	Existing
UNIT 14	200 SF	Existing
UNIT 15	200 SF	Existing
UNIT 16	117 SF	Existing
UNIT 17	117 SF	Existing
UNIT 18	173 SF	Existing
UNIT 19	150 SF	Existing
UNIT 20	147 SF	Existing
UNIT 21	147 SF	Existing
UNIT 22	150 SF	Existing
UNIT 23	110 SF	Existing
UNIT 24	113 SF	Existing
UNIT 25	110 SF	Existing
UNIT 26	115 SF	Existing
Existing: 26	3700 SF	

UNIT 27 - ADA	245 SF	Proposed
UNIT 28 - ADA	245 SF	Proposed
UNIT 29 - ADA	233 SF	Proposed
UNIT 30 - ADA	233 SF	Proposed
UNIT 31 - ADA	233 SF	Proposed
UNIT 32 - ADA	233 SF	Proposed
UNIT 33 - ADA	233 SF	Proposed
UNIT 34 - ADA	233 SF	Proposed
UNIT 35 - ADA	233 SF	Proposed
UNIT 36 - ADA	233 SF	Proposed
UNIT 37 - ADA	233 SF	Proposed
UNIT 38 - ADA	233 SF	Proposed
Proposed: 12	2823 SF	
Total: 38	6523 SF	

COMMON AREA

Room Name	Area	Sorting Number
COMMON AREA	239 SF	PCA
COMMON AREA	113 SF	PCA
COMMON AREA	109 SF	PCA
COMMON AREA	327 SF	PCA
COMMON AREA	239 SF	PCA
COMMON AREA	113 SF	PCA
COMMON AREA	109 SF	PCA
COMMON AREA	327 SF	PCA
COMMON AREA	113 SF	PCA
COMMON AREA	113 SF	PCA
Existing: 10	1802 SF	

DINING AREA	554 SF	PCA
LIVING AREA	554 SF	PCA
NORTH WING GATHERING	234 SF	PCA
SITTING AREA	141 SF	PCA
Proposed: 4	1483 SF	
Total: 14	3285 SF	

COMMON AREA REQUIREMENTS:
- DESIGN TO ACCOMIDATE 38 - NON AMBULATORY RESIDENTS
38 RESIDENTS (x) 90 SF/ PER RESIDENT = 3,420 SQ. FT.

COMMON AREA REQUIRED = 3,420 SQ. FT.
COMMON AREA PROVIDED = 3,285 SQ. FT.

PROJECT INFORMATION

OWNER INFORMATION:
OWNER
ADDRESS
CITY, STATE ZIP
CONTACT:
TENANT:
DIS NO:

ARCHITECTURAL DATA:
BUILDING CODES:
IBC 2015
WECBC SPS 361-366
IEBC 2015
SCOPE OF WORK:
BUILDING USE:

PROJECT LOCATION:
ADDRESS
SUITE:
CITY, STATE ZIP
MUICIPALITY
COUNTY

OCCUPANCY GROUP:
INSTITUTIONAL: I-2 CBRF (CLASS C NON-AMBULATORY)

CONSTRUCTION TYPE:
EXISTING BULDING: VB (COMBUSTIBLE UNPROTECTED)
PROPOSED ADDITION: VA (COMBUSTIBLE PROTECTED)

FIRE PROTECTION SYSTEM:

PROPOSED ADDITION: BUILDING IS PROTECTED BY AN AUTOMATIC FIRE SPRINKLER SYSTEM PER NFPA 13

EXISTING BUILDINGS: BUILDING IS PROTECTED BY AN AUTOMATIC FIRE SPRINKLER SYSTEM PER NFPA 13R

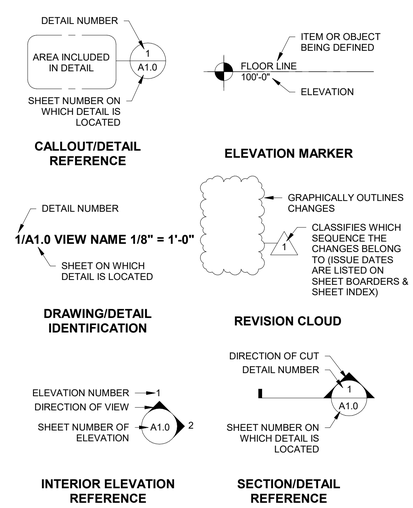
FIRE & SMOKE PROTECTION FEATURES:

ALLOWABLE AREA DETERMINED BY IBC 706.1 FIRE WALL USED TO CREATE SEPARATE BUILDINGS

BULIDING AREA:

FIRST FLOOR (EXISTING BLDG 1)	
INTERIOR AREAS	5,538 SQ. FT.
FIRST FLOOR (EXISTING BLDG 2)	
INTERIOR AREAS	5,538 SQ. FT.
PROPOSED FLOOR (NORTH ADD)	
INTERIOR AREAS	1,485 SQ. FT.
COVERED PORCHES	132 SQ. FT.
PROPOSED FLOOR (SOUTH ADD)	
INTERIOR AREAS	7,482 SQ. FT.
COVERED PORCHES	95 SQ. FT.
TOTAL BUILDING AREA	***20,270 SQ. FT.***

SYMBOLS LEGEND



PROPOSED CBRF ADDITION FOR:
CARATON COMMONS
GREENBAY, WISCONSIN;
COUNTY OF: BROWN

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

NOTICE OF COPYRIGHT
THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION AS AN "ARCHITECTURAL WORK" UNDER SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.O. AS AMENDED DECEMBER 1990 AND KNOWN AS ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990. THE PROTECTION INCLUDES BUT IS NOT LIMITED TO THE OVERALL FORM AS WELL AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND ELEMENTS OF THE DESIGN. UNDER SUCH PROTECTION, UNAUTHORIZED USE OF THESE PLANS, WORK OR BUILDING REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION OF CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER:	22-4889
PROJECT EXECUTIVE:	TOM AMBROSIUS
DRAWN BY:	DV
DATE:	06/20/2022

Revision Schedule

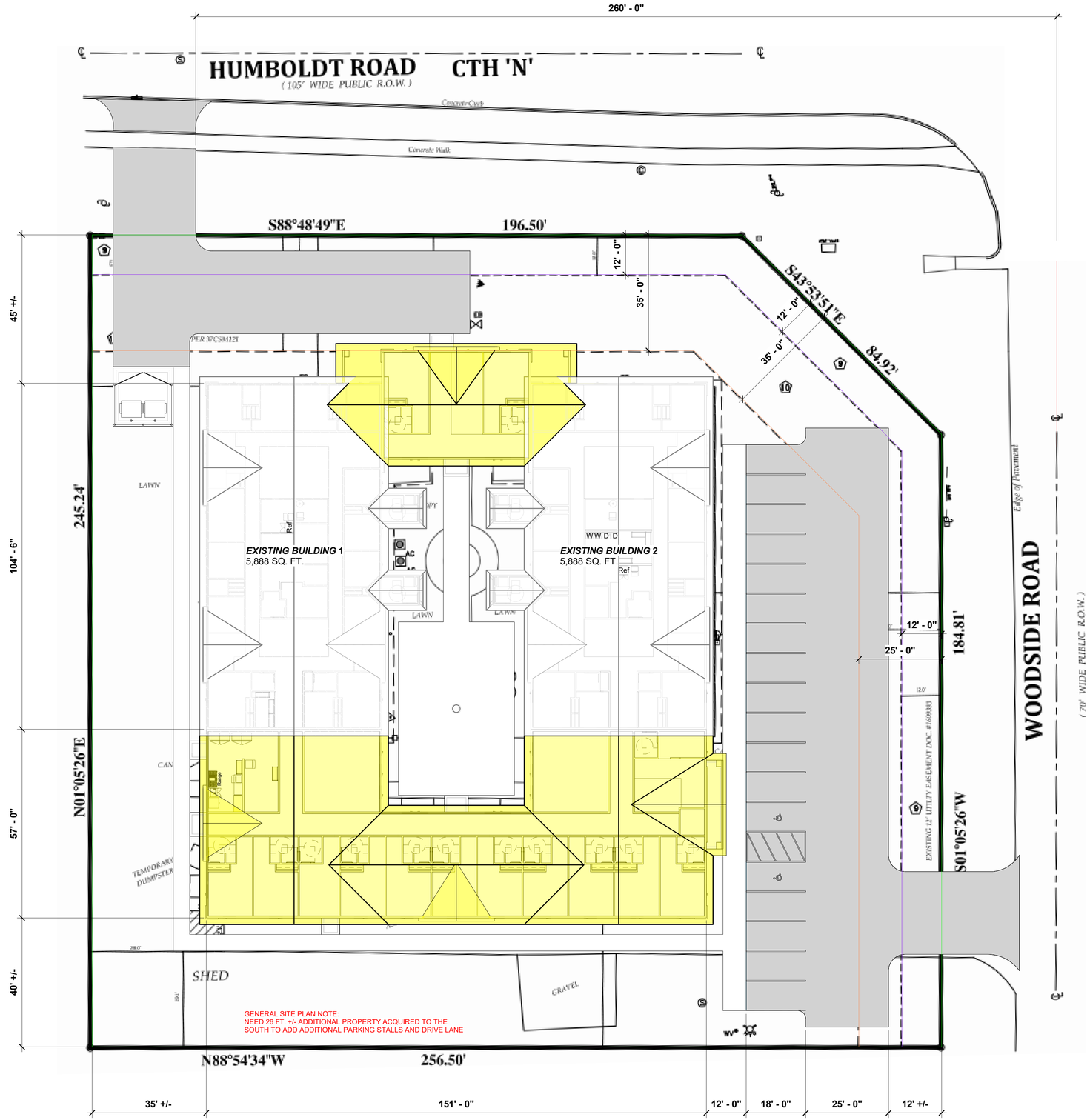
Rev. No.	Revision Description	Rev. Date

ISSUED FOR:	CHECKED BY:	DATE:
[ ] PRELIMINARY		
[X] BID SET		
[ ] DESIGN REVIEW		
[ ] CHECKSET		
[ ] CONSTRUCTION		

TITLE SHEET

T1.0

6/21/2022 9:55:47 AM



SITE CALCULATIONS & INFORMATION

TOTAL LOT AREA =	61,120 SQ. FT. (APROX.)/ 1.40 ACRES
BUILDING AREA (EXISTING) =	11,635 SQ. FT.
BUILDING AREA (PROPOSED) =	9,195 SQ. FT.
ASPHALT AREA (PROPOSED) =	11,685 SQ. FT.
CONCRETE AREA (PROPOSED) =	5,220 SQ. FT.
TOTAL IMPERVIOUS SURFACE =	37,735 SQ. FT.
GREENSPACE AREA =	23,385 SQ. FT. (APROX.)/ 38.3%
TOTAL PARKING STALL COUNT =	18 STALLS
ADA STALLS (REQUIRED, 1)	PROVIDED, 2

BAYLAND

BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED CBRF ADDITION FOR:

CARATON COMMONS

GREENBAY, WISCONSIN; COUNTY OF: BROWN

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JOB NUMBER: 22-4889

PROJECT EXECUTIVE: TOM AMBROSIUS

DRAWN BY: DV

DATE: 06/20/2022

REVISIONS:

ISSUED FOR:	CHECKED BY:	DATE:
[ ] PRELIMINARY		
[X] BID SET		
[ ] DESIGN REVIEW		
[ ] CHECKSET		
[ ] CONSTRUCTION		

SITE PLAN

C1.0

NORTH

SITE PLAN - OVERALL

1 /C1.0 SCALE = 1/16" = 1'-0"

6/21/2022 9:55:35 AM

1. 1. ENSURE ALL UL PENETRATIONS FOR VENTILATION, LIGHTS, SPRINKLERS AND / OR OTHER UTILITY SERVICES ARE PROPERLY FIRE STOPPED OR HAVE OPENINGS PROTECTED. ALSO ENSURE HVAC DUCTS ARE PROPERLY DAMPER PROTECTED

2. ENSURE THE "ATTIC ACCESS" COMPLIES WITH THE RATED CEILING ASSEMBLY AND ANY APPLICABLE OPENING PROTECTION PROVISION

3. IBC 1006 - ENSURE ALL REQUIRED EXITS AND EXIT DISCHARGES ARE PROVIDED EXIT DISCHARGE EMERGENCY LIGHTING FOR A MINIMUM DURATION OF 90 MINUTES.

4. PROVIDE GROUND FAULT INTERRUPT PROTECTION AT ALL OUTLETS WITHIN 6 FEET OF A PLUMBING FIXTURE AND ANY EXTERIOR OUTLETS.

5. PROVIDE LIGHT FIXTURES FOR EVERY RESIDENT BEDROOM, BATHROOM, KITCHEN, DINING, LAUNDRY AND MECHANICAL ROOM

6. PROVIDE THE MINIMUM NUMBER OF OUTLETS AS SPECIFIED IN DHS 83.46(D)2.

7. IN ALL SHOWERS FLOOR TO SHOWER LIP SHALL EXCEED .25 INCH.

8. ANY CLOTHES DRYER REQUIRING A VENT WILL REQUIRE A DRYER VENT TUBING THAT IS OF RIGID MATERIAL WITH A FIRE RATING THAT EXCEEDS THE TEMPERATURE RATING OF THE DRYER.

9. STEEL STUDS AND GYPSUM BOARD TO BE USED BEHIND KITCHEN HOOD. CONTINUE STEEL STUDS BEYOND HOOD A MINIMUM OF 18". STAINLESS STEEL COVERING PROVIDED BY KITCHEN EQUIPMENT SUPPLIER. VERIFY SIZE AND LOCATION OF HOOD.

10. DEAD END CORRIDORS SHALL BE NO GREATER THAN 20'-0" IN LENGTH

11. A COMMERCIAL UNDER COUNTER DISHWASHER IS REQUIRED FOR WASHING AND SANITIZING SINCE FACILITY WILL BE SERVICING MORE THAN 21 RESIDENTS

12. EXTERIOR FENCING WILL NOT HAVE A GATE FOR EGRESS ACCESS.

13. PVC PIPE GREATER THAN 3" DIAMETER THAT PENETRATE RATED ASSEMBLIES ARE REQUIRED TO HAVE A COLLAR

14. DUCT WORK PENETRATING THROUGH RATED ASSEMBLIES TO HAVE METAL FLANGES AT PENETRATION

15. FIRE CAULK IS REQUIRED AROUND ENTIRE WOOD FRAMING PENETRATION THROUGH SMOKE BARRIER WALLS

16. **CORRIDOR WIDTH**
REFERENCING DQA Q&A 83-1 P-00423, BED RIDDEN RESIDENTS WILL BE TRANSPORTED USING WHEELCHAIRS IN LIEU OF GURNEYS. LIKEWISE 72" CORRIDORS AND 32" DOOR OPENINGS MEET CODE REQUIREMENTS.

17. **DELAYED EGRESS**
THE PROPOSED FACILITY WILL HAVE A SUPERVISED AUTOMATIC FIRE SPRINKLER SYSTEM AND A SUPERVISED INTER-CONNECTED AUTOMATIC FIRE DETECTION SYSTEM. DELAYED EGRESS EQUIPMENT IS NECESSARY TO ENSURE THE SAFETY OF RESIDENTS IN THE PROPOSED FACILITY.

1012.2 HANDRAIL HEIGHT
18. HANDRAIL HEIGHT, MEASURED ABOVE STAIR TREAD NOSING, OR FINISH SURFACE OF RAMP SLOPE, SHALL BE UNIFORM, NOT LESS THAN 34 INCHES AND NOT MORE THAN 38 INCHES.

19. **ACCESSIBLE COMMUNICATION**
E104.3.4 NOTIFICATION DEVICES. VISUAL NOTIFICATION DEVISES SHALL BE PROVIDED TO ALERT ROOM OCCUPANTS OF INCOMING PHONE CALLS AND A DOOR KNOCK OR BELL NOTIFICATION DEVICES SHALL NOT BE CONNECTED TO VISUAL ALARM SIGNAL APPLIANCES. PERMANENTLY INSTALLED TELEPHONES SHALL HAVE VOLUME CONTROLS AND AN ELECTRICAL OUTLET COMPLYING WITH ICC / ANSI A1 17.1 LOCATED WITHIN 48 INCHES (1219 MM) OF THE TELEPHONE TO FACILITATE THE USE OF A TTY.

12 /A0.1 SLEEP & DWELLING GENERAL PLAN NOTES N.T.S.

ADD COMCHECK

1. ALL NEW CONTROLS FOR USE BY OCCUPANTS SHALL BE MOUNTED BETWEEN 15" A.F.F. MIN. TO 48" A.F.F. MAX. TO TOP EDGE OF OPERATING COMPONENT AND PROVIDE A CLEAR FLOOR SPACE OF 30"x48" AT CONTROLS, OUTLETS, FIXTURES, ETC. CONTROLS LOCATED OVER AN OBSTRUCTION DEEPER THAN 10" MUST BE MOUNTED NO HIGHER THAN 46" A.F.F. ACCESSIBLE CONTROLS MUST NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST TO OPERATE. ALL CONTROLS SHALL COMPLY WITH THE CURRENT ADA STANDARDS IN TYPE AND INSTALLATION.

2. TAKE MEASURES TO ENSURE THAT EXPOSED EDGES OF CARPET (INCLUDING FLOOR MATS) ARE SECURELY ATTACHED, FASTENED OR WEIGHTED DOWN TO THE FLOOR WITH TRIM ALONG ENTIRE LENGTH OF ALL EDGES.

3. ALL NEW DOORS ALONG THE PATH OF TRAVEL SHALL NOT REQUIRE MORE THAN 5 POUND OF FORCE TO PUSH/PULL OPEN DOORS PER CURRENT ADA STANDARDS

4. CONTRACTOR TO CONTRACT WITH PROPERTY'S LIFE SAFETY VENDOR TO FURNISH, INSTALL, AND/OR RELOCATE VISUAL ALARM DEVICES, IF REQUIRED. DEVICES SHALL BE MOUNTED TO 80" A.F.F. TO CENTER OF BOTTOM OR 6" BELOW FINISHED CEILING, WHICHEVER IS LOWER, UNLESS INDICATED OTHERWISE. DEVICES SHALL COMPLY WITH CURRENT ADA STANDARDS, NFPA 72 AND LOCAL/STATE CODES.

5. ALL FINISHES , INCLUDING FLOOR FINISHES, SHALL COMPLY WITH CURRENT ADA STANDARDS IN TYPE AND INSTALLATION

6. FURNITURE CONFIGURATIONS AT PUBLIC SPACES SHALL FOLLOW THE CLEAR FLOOR SPACE AND CIRCULATION SPACE REQUIREMENTS PER 2010 ADA STANDARDS. SEE ADDITIONAL NOTES THIS SHEET FOR ADDITIONAL INFORMATION AND CLARIFICATIONS

7. ALL PUBLIC RESTROOM FIXTURES, ACCESSORIES, ETC. SHALL BE ADA COMPLIANT IN TYPE AND INSTALLATION PER CURRENT ADA STANDARDS. SEE NOTES, ELEVATIONS/DETAILS, AND FIXTURE SCHEDULE FOR ADDITIONAL INFORMATION AND SPECS.

8. NOTE THAT ALL ADA INSTALLATION RANGES (i.e. WATER CLOSET DIMENSIONS) AS INDICATED ON THESE DRAWINGS ARE PER CURRENT ADA STANDARDS. LOCAL AND STATE CODES MAY CONFLICT. G.C. SHALL VERIFY DURING PERMIT PROCESS AND/OR PRE-CONSTRUCTION DISCUSSION WITH LOCAL AUTHORITIES.

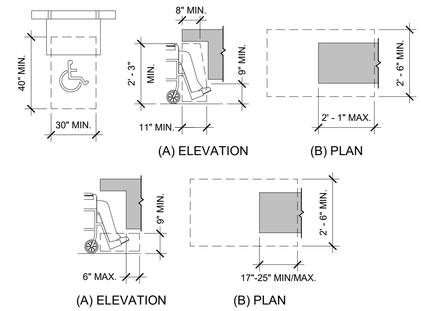
9. GC SHALL COORDINATE WITH PROPERTY SIGNAGE VENDOR TO PROVIDE NEW ADA COMPLIANT SIGNAGE AT ACCESSIBLE DOORS.

10. NEW ROOM I.D. AND/OR DIRECTIONAL SIGNAGE SHALL BE TACTILE TYPE MOUNTED AT 48" A.F.F. TO THE BASELINE OF THE LOWEST TACTILE CHARACTERS AND 60" A.F.F. TO THE BASELINE OF THE HIGHEST TACTILE CHARACTER. SIGNAGE TO BE LOCATED AT THE LATCH SIDE OF DOOR, IF THERE IS NO WALL SPACE AT THE LATCH SIDE OF DOOR THEN SIGNAGE SHALL BE LOCATED ON THE NEAREST ADJACENT WALL. SIGNAGE AT DOUBLE DOORS WITH INACTIVE LEAF SHALL BE LOCATED ON THE INACTIVE LEAF. DOUBLE DOORS WITH TWO ACTIVE LEAFS, LOCATE SIGNAGE TO THE RIGHT OF THE RIGHT HAND DOOR PER CURRENT ADA STANDARDS.

11. BRAILLE ON SIGNAGE SHALL BE CONTRACTED (GRADE 2) BRAILLE DOTS SHALL HAVE DOMED OR ROUNDED SHAPE. THERE SHOULD BE A MIN. OF 3/8" BETWEEN BRAILLE AND ANY OTHER RAISED CHARACTER, BORDER OR ELEMENT PER CURRENT ADA STANDARDS.

12. ALL OBJECTS MOUNTED BETWEEN 27" A.F.F. AND 80" A.F.F. SHALL NOT PROTRUDE MORE THAN 4" FROM THE FACE OF THE WALL PER CURRENT ADA STANDARDS.

10 /A0.1 ADA GENERAL CONSTRUCTION NOTES N.T.S.



SALES & SERVICE COUNTER (ICC ANSI A117.1)

904.3.1 PARALLEL APPROACH. A PORTION OF THE COUNTER SURFACE 36 INCHES MINIMUM IN LENGTH AND 36 INCHES MAXIMUM IN HEIGHT ABOVE THE FLOOR SHALL BE PROVIDED. WHERE THE COUNTER SURFACE IS LESS THAN 36 INCHES IN LENGTH, THE ENTIRE COUNTER SURFACE SHALL BE 36 INCHES MAXIMUM IN HEIGHT ABOVE THE FLOOR. A CLEAR FLOOR SPACE COMPLYING WITH SECTION 305, POSITIONED FOR A PARALLEL APPROACH ADJACENT TO THE ACCESSIBLE COUNTER, SHALL BE PROVIDED.

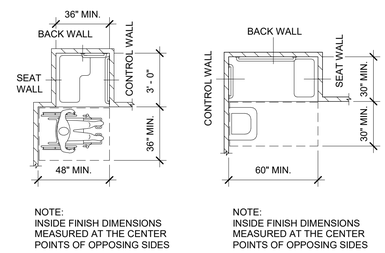
904.3.2 FORWARD APPROACH. A PORTION OF THE COUNTER SURFACE 30 INCHES MINIMUM IN LENGTH AND 36 INCHES MAXIMUM IN HEIGHT ABOVE THE FLOOR SHALL BE PROVIDED. A CLEAR FLOOR SPACE COMPLYING WITH SECTION 305, POSITIONED FOR A FORWARD APPROACH TO THE ACCESSIBLE COUNTER, SHALL BE PROVIDED. KNEE AND TOE CLEARANCE COMPLYING WITH SECTION 306 SHALL BE PROVIDED UNDER THE ACCESSIBLE COUNTER.

DINING SURFACES AND WORK SURFACES (ICC ANSI A117.1)

902.2 CLEAR FLOOR SPACE. A CLEAR FLOOR SPACE COMPLYING WITH SECTION 305, POSITIONED FOR A FORWARD APPROACH, SHALL BE PROVIDED. KNEE AND TOE CLEARANCE COMPLYING WITH SECTION 306 SHALL BE PROVIDED.

902.4 HEIGHT. THE TOPS OF DINING SURFACES AND WORK SURFACES SHALL BE 28 INCHES MINIMUM AND 34 INCHES MAXIMUM IN HEIGHT ABOVE THE FLOOR.

8 /A0.1 SERVICE, DINING, & WORKSURFACE COUNTERS N.T.S.

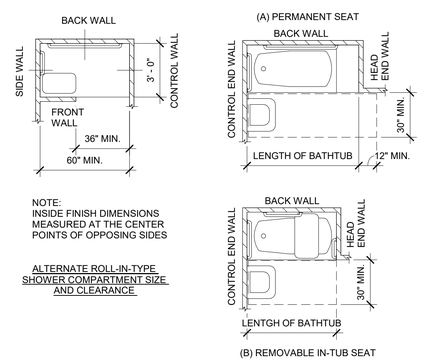


NOTE:
INSIDE FINISH DIMENSIONS MEASURED AT THE CENTER POINTS OF OPPOSING SIDES

TRANSFER-TYPE SHOWER COMPARTMENT SIZE AND CLEARANCE

NOTE:
INSIDE FINISH DIMENSIONS MEASURED AT THE CENTER POINTS OF OPPOSING SIDES

STANDARD ROLL-IN-TYPE SHOWER COMPARTMENT SIZE AND CLEARANCE



NOTE:
INSIDE FINISH DIMENSIONS MEASURED AT THE CENTER POINTS OF OPPOSING SIDES

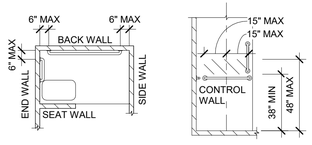
ALTERNATE ROLL-IN-TYPE SHOWER COMPARTMENT SIZE AND CLEARANCE

11 /A0.1 SHOWER & BATHTUB CLEARANCES N.T.S.

MEANS OF EGRESS ILLUMINATION (IBC 1008)
ILLUMINATION LEVEL UNDER NORMAL POWER. THE MEANS OF EGRESS ILLUMINATION LEVEL WHICH SHALL NOT BE LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE DURING ALL PERIODS OF OCCUPANCY, UNLESS MEETING THE EXCEPTION FOR AISLES IN ASSEMBLY USES AND SELECT SLEEPING AND DWELLING UNITS. IN THE EVENT OF POWER SUPPLY FAILURE IN ROOMS AND SPACES THAT REQUIRE TWO OR MORE MEANS OF EGRESS, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE AISLES, CORRIDORS, AND EXIT ACCESS STAIRWAYS AND RAMPS

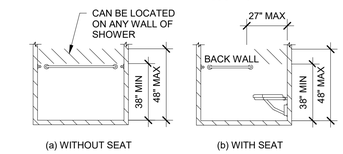
FIRE EXTINGUISHERS (IBC 906)
PORTABLE FIRE EXTINGUISHERS SHALL BE SELECTED, INSTALLED, AND MAINTAINED IN ACCORDANCE WITH IBC 906 AND NFPA 10. FOR OCCUPANCIES OF ORDINARY HAZARD THE MAX. TRAVEL DISTANCE TO A FIRE EXTINGUISHER IS 75'.

3 /A0.1 EGRESS LIGHTING & FIRE EXTINGUISHERS N.T.S.



GRAB BARS IN ALTERNATE ROLL-IN-TYPE SHOWERS

TRANSFER-TYPE SHOWER CONTROL AND HANDSHOWERS LOCATION



STANDARD ROLL-IN-TYPE SHOWER CONTROL AND HANDSHOWER LOCATION

9 /A0.1 BATHTUB / SHOWER GRAB BAR & SEAT REQ. N.T.S.

1. DIRECT VENT FIREPLACE, ANY OPEN FLAME COMBUSTIBLE FUEL-BURNING DEVICE SHALL BE ENCLOSED WITHIN A ONE-HOUR FIRE RATED ASSEMBLY WHEN SHARING A COMMON FLOOR WITH A HABITABLE ROOM. A DIRECT VENT APPLIANCE IS EXEMPT FROM THIS REQUIREMENT.

2. DELAYED EGRESS LOCKS ARE PERMITTED WITH DEPARTMENTAL APPROVAL ONLY IN FACILITIES WITH A SUPERVISED AUTOMATIC FIRE SPRINKLER SYSTEM AND A SUPERVISED INTERCONNECTED AUTOMATIC FIRE DETECTION SYSTEM AND SHALL COMPLY WITH ALL OF THE FOLLOWING:

(A) NO MORE THAN ONE DEVICE SHALL BE PRESENT IN A MEANS OF EGRESS.

(B) A SIGN SHALL BE POSTED ADJACENT TO THE LOCKING DEVICE INDICATING HOW THE DOOR MAY BE OPENED. (DOOR HARDWARE SUPPLIER TO PROVIDE SIGNAGE)

(C) THE DOORS SHALL UNLOCK UPON ACTIVATION OF THE SPRINKLER SYSTEM OR FIRE DETECTION SYSTEM. THE DOORS SHALL UNLOCK UPON LOSS OF POWER CONTROLLING THE LOCK OR LOCKING MECHANISM.

(D) THE DOOR LOCKS SHALL HAVE THE CAPABILITY OF BEING UNLOCKED BY A SIGNAL FROM THE CBRF'S FIRE COMMAND CENTER.

(E) AN IRREVERSIBLE PROCESS WILL OCCUR WHICH WILL RELEASE THE LATCH IN NOT MORE THAN 15 SECONDS WHEN A FORCE OF NOT MORE THAN 15 POUNDS IS APPLIED FOR 3 SECONDS TO RELEASE DEVICE. INITIATION OF THE IRREVERSIBLE PROCESS SHALL ACTIVATE AN AUDIBLE SIGNAL IN THE VICINITY OF THE DOOR. ONCE THE DOOR LOCK HAS BEEN RELEASED BY THE APPLICATION OF FORCE TO THE RELEASING DEVICE, RE-LOCKING SHALL BE BY MANUAL MEANS ONLY.

(D) THE DOOR LOCKS SHALL HAVE THE CAPABILITY OF BEING UNLOCKED BY A SIGNAL FROM THE CBRF'S FIRE COMMAND CENTER.

(E) AN IRREVERSIBLE PROCESS WILL OCCUR WHICH WILL RELEASE THE LATCH IN NOT MORE THAN 15 SECONDS WHEN A FORCE OF NOT MORE THAN 15 POUNDS IS APPLIED FOR 3 SECONDS TO RELEASE DEVICE. INITIATION OF THE IRREVERSIBLE PROCESS SHALL ACTIVATE AN AUDIBLE SIGNAL IN THE VICINITY OF THE DOOR. ONCE THE DOOR LOCK HAS BEEN RELEASED BY THE APPLICATION OF FORCE TO THE RELEASING DEVICE, RE-LOCKING SHALL BE BY MANUAL MEANS ONLY.

(D) TO OBTAIN DEPARTMENT APPROVAL, THE CBRF SHALL DEMONSTRATE THAT DELAYED EGRESS EQUIPMENT IS NECESSARY.

3. A "NO EXIT" SIGN AT THIS DOOR. SIGNS SHALL INCLUDE THE WORD "NO" ABOVE THE WORD "EXIT". THE WORD "NO" SHALL BE 2" HIGH LETTERS w/ 3/8" SCRIPT AND THE WORD "EXIT" IN 1" HIGH LETTERS

4. NO OXYGEN STORAGE ON SITE

5. HANDRAILS IN CORRIDOR

6. TYPE K FIRE EXTINGUISHER

7. TYPE I KITCHEN EXHAUST HOOD SHALL HAVE A MINIMUM CLEARANCE OF 18 INCHES FROM COMBUSTIBLES UNLESS MEETING AN EXCEPTION. FOR APPLICATION OF THE IMC, GYPSUM BOARD IS CONSIDERED A COMBUSTIBLE MATERIAL.

5 /A0.1 I-1/I-2 LIFE SAFETY PLAN NOTES N.T.S.

1. ICC/ANSI A117.1 Sec. 608.2.1 SHOWER COMPARTMENTS. TRANSFER TYPE SHOWER COMPARTMENTS SHALL BE 36 INCHES WIDE BY 36 INCHES DEEP INSIDE FINISHED DIMENSIONS AND SHALL HAVE A MINIMUM 36 INCH WIDE ENTRY ON THE FACE OF THE COMPARTMENT. THE CLEARANCE IN FRONT OF THE COMPARTMENT SHALL BE 48 INCHES LONG MINIMUM MEASURED FROM THE CONTROL WALL AND 36 INCHES WIDE.

2. ICC/ANSI A117.1 Sec. 608.3.1 IN TRANSFER-TYPE SHOWERS, GRAN BARS, SHALL BE PROVIDED ACROSS THE CONTROL WALL AND ON THE BACK WALL TO A POINT 18 INCHES FROM THE CONTROL WALL.

3. ICC/ANSI A117.1 Sec. 608.8 SHOWER ENCLOSURES SHALL NOT OBSTRUCT THE CONTROLS OR THE TRANSFER FROM A WHEELCHAIR ONTO THE SEAT. ALSO SEE SECTION 608.2.1 THROUGH 608.2.3 FOR OPENING SIZE

4. ICC/ANSI A117.1 Sec. 609 GRAB BARS SHALL HAVE A DIAMETER BETWEEN 1 1/4 INCHES AND 2 INCHES TO PROVIDE GRASP ABILITY. GRAB BARES SHALL BE 1 1/2 INCHES FROM THE WALL SURFACE AND LOCATED HORIZONTALLY AT 33 INCHES TO 36 INCHES ABOVE THE FINISH FLOOR.

6 /A0.1 SHOWER COMPARTMENTS REQ. N.T.S.

IBC 1210.2 FLOORS AND WALL BASES. IN OTHER THAN DWELLING UNITS, TOILET, BATHING AND SHOWER ROOM FLOOR FINISH MATERIALS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE. THE INTERSECTIONS OF SUCH FLOORS WITH WALLS SHALL HAVE SMOOTH, HARD NONABSORBENT VERTICAL BASE THAT EXTENDS UPWARD ONTO THE WALL NOT LESS THAN 4 INCHES.

1210.2.2 WALLS AND PARTITIONS. WALLS AND PARTITIONS WITHIN 2 FEET OF SERVICE SINKS, URINALS AND WATER CLOSETS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE, TO A HEIGHT OF NOT LESS THAN 4 FEET ABOVE THE FLOOR, AND EXCEPT FOR STRUCTURAL ELEMENTS, THE MATERIALS USED IN SUCH WALL SHALL BE OF A TYPE THAT IS NOT ADVERSELY AFFECTED BY MOISTURE. ACCESSORIES SUCH AS GRAB BARS, TOWEL BARS, PAPER DISPENSERS AND SOAP DISHES, PROVIDED ON OR WITHIN WALLS, SHALL BE INSTALLED AND SEALED TO PROTECT STRUCTURAL ELEMENTS FROM MOISTURE.

ICC A117.1 606.6 WATER SUPPLY AND DRAINPIPES UNDER LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE CONFIRMED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES AND SINKS.

7 /A0.1 BATHROOM REQUIREMENTS N.T.S.

1. ANY DEVIATION FROM PLANS SHALL HAVE BEEN CONSULTED WITH AND DOCUMENTED BY THE SUPERVISING PROFESSIONAL OF RECORD.

2. THIS IS A DESIGN-BUILD PROJECT. ALL MATERIALS, WORKMANSHIP AND DETAILS SHALL CONFORM TO INDUSTRY STANDARDS. THE SUBCONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SPECIFICATIONS REFERENCED HEREIN AND SHALL CLARIFY ANY DISCREPANCIES WITH BAYLAND BUILDINGS, INC. PRIOR TO BEGINNING WORK.

3. NON-CONTRACT ITEMS MAY APPEAR ON THESE PLANS THAT ARE DONE BY OTHERS AND ARE NOT PART OF THE BAYLAND BUILDINGS, INC. CONTRACT.

4. PLUMBING, ELECTRICAL, & MECHANICAL CONTRACTORS
THIS IS A DESIGN BUILD PROJECT. EACH SUBCONTRACTOR SHALL PROVIDE PLANS TO THE PROJECT MANAGER AND THE SUPERVISING PROFESSIONAL FOR REVIEW PRIOR TO THE PLANS BEING SUBMITTED TO THE AUTHORITY HAVING JURISDICTION (AHJ). EACH SUBCONTRACTOR SHALL MAINTAIN A SET OF DRAWINGS AT THE JOB SITE TO RECORD ANY CHANGES TO THE DESIGN. THIS DRAWING OF RECORD AND THE AHJ APPROVED PLANS SHALL BE TURNED OVER TO THE PROJECT MANAGER AT THE END OF THE PROJECT.

5. ALL MATERIALS, WORKMANSHIP AND DETAILS SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE COMMERCIAL BUILDING CODE.

6. SUBCONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS TO VERIFY THE LOCATION AND DIMENSIONS OF CHASES, INSERTS, OPENINGS, SLEEVES, REGLETS, DEPRESSIONS AND OTHER PROJECT REQUIREMENTS NOT SHOWN ON THE STRUCTURAL DRAWINGS.

FIELD VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS AND NOTIFY THE SUPERVISING PROFESSIONAL OF RECORD OF ANY DISCREPANCIES.

7. THE TYPICAL DETAILS SHOWN ON THE DRAWINGS SHALL BE APPLICABLE TO ALL PARTS OF THE CONTRACT DRAWINGS UNLESS SPECIFICALLY NOTED OTHERWISE.

1 /A0.1 GENERAL REQUIREMENTS N.T.S.

A.B.('s)	anchor bolt (s)	HDR	header
A/C	air conditioning	HORZ	horizontal
AC.T	acoustical tile	HSS	hollow structural section
AFF	above finished floor	HT	height
ALT	alternate	HVAC	heating, ventilating & a/c
ALUM	aluminum		
ARCH	architectural	ID	inside diameter
ASPH	asphalt	INSUL	insulation
		INT	interior
B.BD	base board		
BBP	block between purlins	JST(S)	joist(s)
B-FD	bi-folding		
BD(S)	board(s)	K.O.	knockout
BIT	bituminous		
BLDG	building	L	angle
BLK(G)	block(ing)	LAM	laminate(d)
BM	bench mark or beam	LAV	lavatory
BR	brace	L.L.H.	long leg horiz.
BRG	bearing	L.L.V.	long leg vertical
BRK	brick	LTG	lighting
B.S.	both sides		
BSMT	basement	MECH	mechanical
		MH	manhole
CL	centerline	MISC	miscellaneous
C	channel	M.O.	masonry opening
CB	catch basin		
C.H.	ceiling height	N.I.C.	not in contract
C.J.	control joint	N.T.S.	not to scale
CLG	ceiling		
CLR	clear	O.A.	overall
CMU	concrete masonry unit	O.C.	on center
COL	column	O.D.	outside diameter
CONC	concrete	O.H.	overhead
CONN	connection(s)	O/O	out to out
CONST	construction	OPG	opening
CONT	continue(uous)	OPP	opposite
CPT	carpet		
C.T.	ceramic tile	PEMB	pre-engineered metal building
CVR	cont. vented ridge	PERI	perimeter
CYD	cubic yard	PL	property line
		PLWD	plywood
d	penny	PPE	polypropylene
DBL	double	PSF	pounds per square foot
D.F.	drinking fountain	PSI	pounds per square inch
DIA	diameter	P.T.	pressure treated
DIAG	diagonal	PTN	partition
DIM	dimension	PVC	polyvinyl chloride
DN	down	PVMT	pavement
DR	door		
DS	downspout	R	radius
		RECP	receptacles
E.E.	each end	REM	remove
EIFS	ext. insul. & finish system	REV	revise(ion)(s)(d)
ELEC	electric(al)	RH	right hand
ELEV	elevation	RM	room
EQ	equal	R.O.	rough opening
EQPT	equipment	R.O.W.	right of way
EQV	equivalent	RQ'D	required
E.W.	each way		
EXG	existing	SCH	schedule
EXP	exposed	SGL	single
EXT	exterior	S.O.G.	slab on grade
		SQ	square
F.A.	fire alarm	STAG	staggered
F.D.	floor drain	STD	standard
FE	fire extinguisher	STL	steel
FEC	fire exiting. w/ cabinet	STR	structural
FFE	finished floor elevation		
FLR(G)	floor(ing)	TB	thermal broke
FNDN	foundation	T&B	top and bottom
F.O.C.	face of concrete	T&G	tongue and groove
F.O.M.	face of masonry	T.O.M.	top of masonry
F.O.S.	face of studs	T.O.S.	top of steel
FT	foot	T.O.S.J.	top of steel joist
FTG	footing	T.O.W.	top of wall
		T.S.	tube steel
GA	gauge	TYP	typical
GYP	gypsum		
HC	handicapped	U.N.O.	unless noted otherwise
		UTIL	utility
		V.B.	vapor barrier
		V.C.T.	vinyl composition tile
		W.I.C.	walk in closet
		WH	water heater
		WWF	welded wire fabric

2 /A0.1 ABBREVIATIONS N.T.S.

IBC 1013.1 EXIT SIGNS

EXITS AND EXIT ACCESS DOORS SHALL BE MARKED BY AN APPROVED EXIT SIGN READILY VISIBLE FROM ANY DIRECTION OF EGRESS TRAVEL. THE PATH OF EGRESS TRAVEL TO EXITS AND WITHIN EXITS SHALL BE MARKED BY READILY VISIBLE EXIT SIGNS TO CLEARLY INDICATE THE DIRECTION OF EGRESS TRAVEL IN CASES WHERE THE EXIT OR THE PATH OF EGRESS TRAVEL IS NOT IMMEDIATELY VISIBLE TO THE OCCUPANTS. INTERVENING MEANS OF EGRESS DOORS WITHIN EXITS SHALL BE MARKED BY EXIT SIGNS. EXIT SIGN PLACEMENT SHALL BE SUCH THAT NO POINT IN AN EXIT ACCESS CORRIDOR OR EXIT PASSAGEWAY IS MORE THAN 100 FEET OR THE LISTED VIEWING DISTANCE FOR THE SIGN, WHICHEVER IS LESS, FROM THE NEAREST VISIBLE EXIT SIGN. THE SYMBOL TO DENOTE AN EXIT SIGN LOCATION IS THAT OF A CIRCLE CONTAINING AN "X".

4 /A0.1 EXIT SIGNS N.T.S.

BAYLAND

BAYLAND BUILDINGS
P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com
DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED CBRF ADDITION FOR:
CARATON COMMONS
GREENBAY, WISCONSIN; COUNTY OF: BROWN

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

NOTICE OF COPYRIGHT
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JOB NUMBER: 22-4889

PROJECT EXECUTIVE: TOM AMBROSIUS

DRAWN BY: DV

DATE: 06/20/2022

REVISIONS:

ISSUED FOR:	CHECKED BY:	DATE:
☐ PRELIMINARY		
☒ BID SET		
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☐ CONSTRUCTION		

PLAN NOTES

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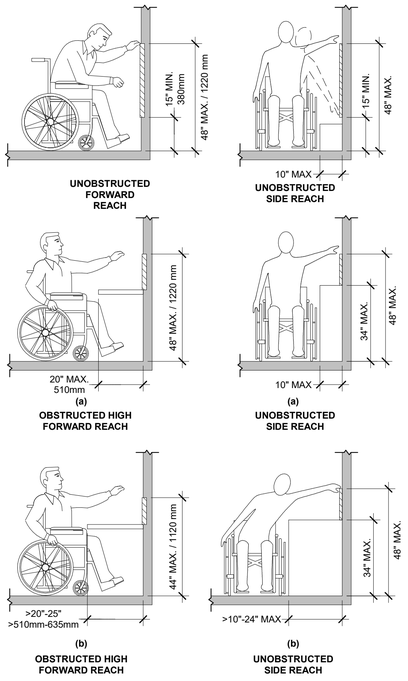
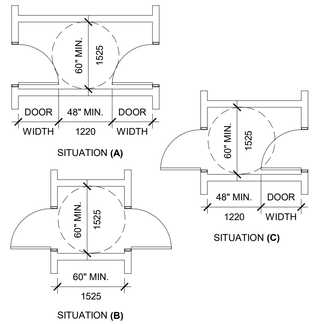
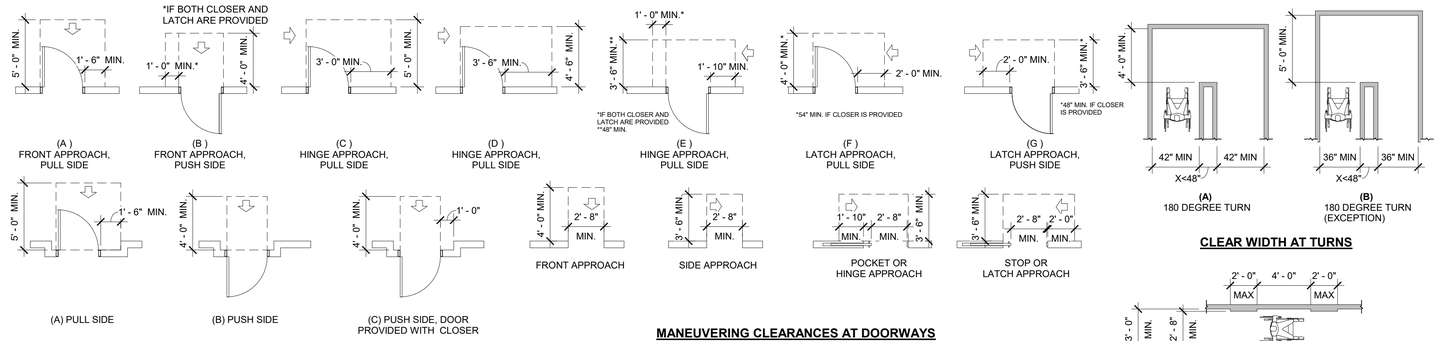
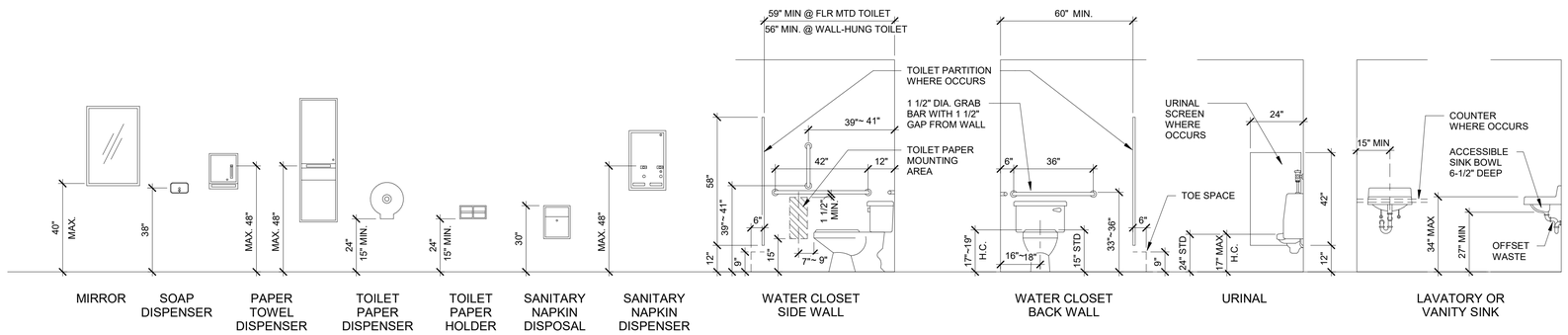


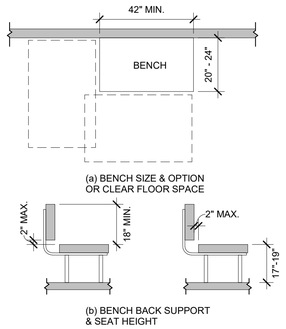
4 /A0.2 UNOBSTRUCTED REACH DETAILS N.T.S.



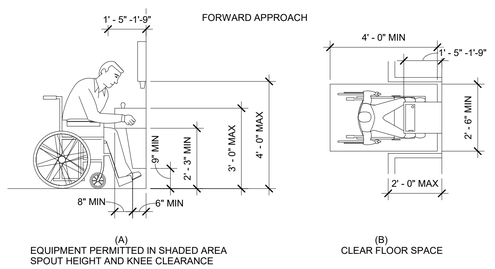


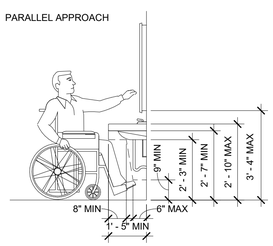
1 /A0.2 MANEUVERING CLEARANCES AT DOORS N.T.S.

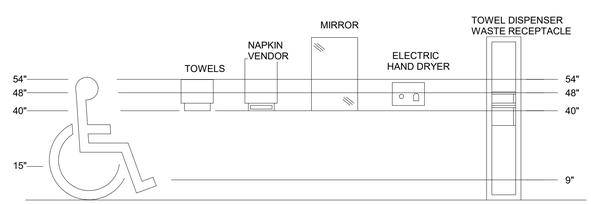




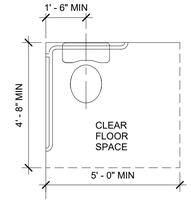
5 /A0.2 BENCHES AND LOCKER ROOM STORAGE N.T.S.





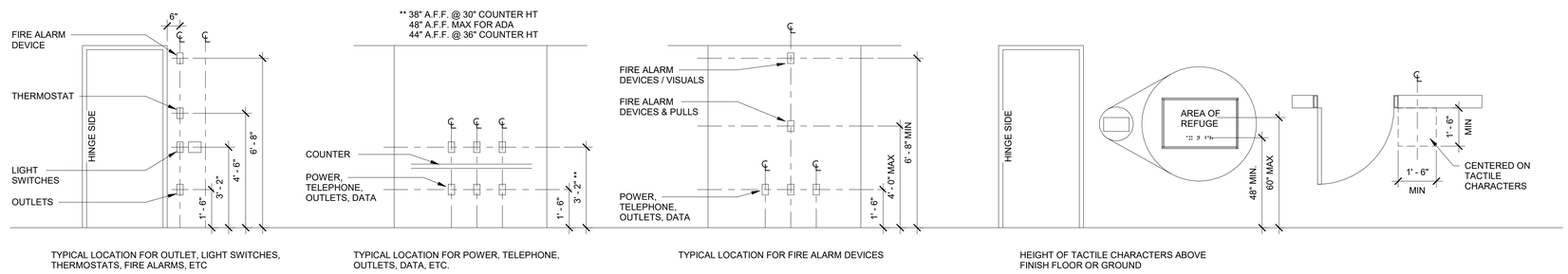


ACCESSIBILITY GUIDELINES
THE DIAGRAM BELOW SHOWS RECOMMENDED MOUNTING HEIGHTS FOR MANY WASHROOM ACCESSORIES. A MINIMUM 30" x 48" CLEAR FLOOR SPACE IS REQUIRED IN FRONT OF ALL ACCESSIBLE FIXTURES AND ACCESSORIES.



CLEAR FLOOR SPACE AT WATER CLOSETS

2 /A0.2 TYPICAL ACCESSIBLE HEIGHTS N.T.S.



3 /A0.2 ADA - DEVICE MOUNTING HEIGHTS N.T.S.

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PLAN NOTES

A0.2

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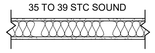
ONE LAYER 5/8" TYPE X GYPSUM WALLBOARD OR GYPSUM VENEER BASE APPLIED PARALLEL OR AT RIGHT ANGLES TO EACH SIDE OF 2x4 WOOD STUDS 16" O.C. WITH 1 1/4" TYPE W DRYWALL SCREWS 12" O.C.

JOINTS STAGGERED 16" ON OPPOSITE SIDES. (LOAD BEARING)

THE FACE LAYER SHALL HAVE JOINTS TAPED AND MUDED (MIN. LEVEL 1 AS SPECIFIED IN GA-214, RECOMMENDED LEVELS OF GYPSUM BOARD FINISH) AND FASTENERS COVERED AND PROTECTED WITH DRYWALL COMPOUND. PROVIDE PROPER SEALING OF PENETRATIONS AND FIRE STOPPING.

THICKNESS: 4 3/4"
APPROX. WEIGHT: 7 PSF
FIRE TEST: SWRI 01-4511-619, 8-19-92
SOUND TEST: G&H NG-246FT, 7-2-65

35 TO 39 STC SOUND

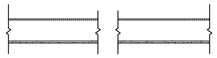


6 /A0.3 1-HR WOOD STUD WALL GA FILE NO. WP 3514 N.T.S.

BASE LAYER 5/8" TYPE X GYPSUM WALLBOARD APPLIED AT RIGHT ANGLES TO 2x10 WOOD JOISTS 24" O.C. WITH 1 1/4" TYPE W OR S DRYWALL SCREWS 24" O.C.. FACE LAYER 5/8" TYPE X GYPSUM WALLBOARD OR GYPSUM VENEER BASE APPLIED AT RIGHT ANGLES TO JOISTS WITH 1 7/8" TYPE W OR S DRYWALL SCREWS 12" O.C. AT JOINTS AND INTERMEDIATE JOISTS AND 1 1/2" TYPE G DRYWALL SCREWS 12" O.C. PLACED 2" BACK ON EITHER SIDE OF END JOINTS. JOINTS OFFSET 24" FROM BASE LAYER JOINTS. WOOD JOISTS SUPPORTING 1/2" PLYWOOD WITH EXTERIOR GLUE APPLIED AT RIGHT ANGLES TO JOIST WITH 8d NAILS. CEILING PROVIDES ONE HOUR FIRE RESISTANCE PROTECTION FOR FRAMING, INCLUDING TRUSSES.

Approx. Ceiling
Weight: 5psf
Fire Test: FM FC 172,2-25-72; ITS, 8-6-98
Sound Test: Estimated

30 TO 39 STC SOUND



12 /A0.3 1-HR WOOD JOIST FLOOR/CEILING FC 5406 N.T.S.

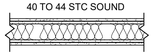
BASE LAYER 5/8" TYPE X GYPSUM WALLBOARD OR GYPSUM VENEER BASE APPLIED AT RIGHT ANGLES TO EACH SIDE OF 2X4 WOOD STUDS 24" O.C. WITH 6D COATED NAILS, 1 7/8" LONG, 0.085" SHANK, 1/4" HEADS, 24" O.C. FACE LAYER 5/8" TYPE X GYPSUM WALLBOARD OR GYPSUM VENEER BASE APPLIED AT RIGHT ANGLES TO EACH SIDE WITH 8D COATED NAILS, 2 3/8" LONG, 0.0100" SHANK, 1/4" HEADS, 8" O.C.

UNLESS OTHERWISE SPECIFIED, GYPSUM FACE LAYERS, EXCEPT THOSE WITH PREDECORATED OR METAL COVERED SURFACES, SHALL HAVE JOINTS TAPED (MINIMUM LEVEL 1 AS SPECIFIED IN GA-214, RECOMMENDED LEVELS OF GYPSUM BOARD FINISH) AND FASTENER HEADS TREATED. BASE LAYERS IN MULTI-LAYER SYSTEMS SHALL NOT BE REQUIRED TO HAVE JOINTS TAPED.

JOINTS STAGGERED 24" EACH LAYER AND SIDE. SOUND TESTED WITH STUDS 16" O.C. AND WITH NAILS FOR BASE LAYER SPACED 6" O.C. (LOAD BEARING)

THICKNESS: 6 1/8"
APPROX. WEIGHT: 12 PSF
FIRE TEST: FM WP 360, 9-27-74
SOUND TEST: NGC 23963, 4-1-70

40 TO 44 STC SOUND

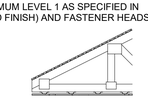


10 /A0.3 2-HR WOOD STUD WALL GA FILE NO. WP 4135 N.T.S.

ONE LAYER 5/8" PROPRIETARY TYPE X GYPSUM BOARD OR GYPSUM VENEER BASE APPLIED AT RIGHT ANGLES TO RESILIENT FURRING CHANNELS 12" O.C. WITH 1 1/8" TYPE S DRYWALL SCREWS 8" O.C. GYPSUM BOARD END JOINTS ATTACHED WITH SCREWS 8" O.C. TO ADDITIONAL PIECES OF CHANNEL 60" LONG LOCATED 3" BACK ON EITHER SIDE OF END JOINT. RESILIENT CHANNELS APPLIED AT RIGHT ANGLES TO BOTTOM CHORD OF PITCHED WOOD TRUSSES 24" O.C. WITH 1 1/4" TYPE S OR W/SCREWS. GLASS FIBER OR MINERAL FIBER BATT OR LOOSE FILL INSULATION APPLIED DIRECTLY OVER GYPSUM BOARD. TRUSSES SUPPORTING 15/32" PLYWOOD OR OSB ROOF SHEATHING APPLIES AT RIGHT ANGLES TO TRUSSED WITH CONSTRUCTION ADHESIVE AND 6D RING SHANK NAILS 12" O.C. OPTIONAL CEILING DAMPER (REFER TO MANUFACTURE FOR INFORMATION IN THE TYPE OF DAMPER)

THE FACE LAYERS SHALL HAVE JOINTS TAPED (MINIMUM LEVEL 1 AS SPECIFIED IN GA-214, RECOMMENDED LEVELS OF GYPSUM BOARD FINISH) AND FASTENER HEADS TREATED.

APPROX. WEIGHT: 3 PSF
FIRE TEST: UL R3501, OONK42686 8-16-01
UL DESIGN P533; UL R1319, 98NK41378 11-20-98 & 11-23-98 UL DESIGN P522; UL R1319, O2NK41925 9-30-02, UL DESIGN P531



16 /A0.3 1-HR WOOD TRUSS/CEILING GA FILE NO. WP 2603 N.T.S.

1. WOOD STUDS - 2x4 SPACED 16" O.C. WITH (2) 2x4 TOP AND (1) 2x4 BOTTOM PLATES. STUDS LATERALLY BRACED BY WOOD STRUCTURAL SHEATHING (ITEM 5) AND EFFECTIVELY FIRE STOPPED AT TOP AND BOTTOM OF WALL.

2. GYPSUM BOARD - USG SHEETROCK BRAND TYPE 'X', 5/8" THICK, 4 FT. WIDE, APPLIED

3. JOINTS AND NAILHEADS - (NOT SHOWN) - WALLBOARD JOINTS COVERED WITH TAPE AND JOINT COMPOUND. NAIL HEADS COVERED WITH JOINT

4. BATT AND BLANKETS* - MINERAL FIBER OR GLASS FIBER INSULATION, 3 1/2" THICK, PRESSURE FIT TO FILL WALL CAVITIES BETWEEN STUDS AND PLATES. 3 PCF. GLASS FIBER INSULATION TO BE FACED WITH ALUM. FOIL OR KRAFT PAPER AND TO HAVE A MIN. DENSITY OF 0.9 PCF (MIN. R-13 THERMAL BUILDINGS MATERIAL DIRECTORY AND BATTS AND BLANKETS (BZJZ) CATEGORY IN THE FIRE RESISTANCE DIRECTORY FOR NAMES OF CLASSIFIED COMPANIES.)

5. WOOD STRUCTURAL PANEL SHEATHING - MIN. 7/16" THICK, 4 FT. WIDE WOOD STRUCTURAL PANELS, MIN. GRADE "C-D" OR "SHEATHING". INSTALLED WITH LONG DIMENSION OR SHEET (STRETCH AXIS) OR FACE GRAIN OF PLYWOOD PARALLEL WITH OR PERPENDICULAR TO STUDS. VERTICAL JOINTS CENTERED ON STUDS. HORIZONTAL JOINTS BACKED WITH 2x4 WOOD BLOCKING. ATTACHED TO STUDS ON EXTERIOR SIDE OF WALL 6d CEMENT COATED BOX NAILS SPACED 6" O.C. AT PERIMETER OF PANELS AND 12" O.C. ALONG INTERIOR STUDS.

6. EXTERIOR FACINGS - INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. ONE OF THE FOLLOWING EXTERIOR EXTERIOR FACING IS TO BE APPLIED OVER THE SHEATHING.

A. VINYL SIDING - MOLDED PLASTIC* - CONTOURED RIGID VINYL SIDING HAVING FLAME SPREAD VALUE OF 20 OR LESS. (SEE MOLDED PLASTIC (BTAT) CATEGORY IN THE BUILDING MATERIAL DIRECTORY FOR NAMES OF MANUFACTURES.)

B. PARTICLE BOARD SIDING - HARDBOARD EXTERIOR SIDING INCLUDING PATTERNED PANEL OR LAP SIDING.

C. WOOD STRUCTURAL PANEL OR LAP SIDING - APA RATED SIDING, EXTERIOR PLYWOOD OSB OR COMPOSITE PANELS WITH VENEER FACES AND STRUCTURAL WOOD CORES, PER PS 1 OR APA STANDARD PRP-108, INCLUDING TEXTURED, ROUGH SAWN, MEDIUM DENSITY OVERLAY, BRUSHED, GROOVED AND LAP SIDING.

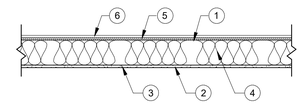
D. CEMENTITIOUS STUCCO - PORTLAND CEMENT OR SYNTHETIC STUCCO SYSTEMS WITH SELF-FURRING METAL LATH OR ADHESIVE BASE COAT. THICKNESS FROM 3/8" TO 3/4", DEPENDING ON SYSTEM.

E. BRICK VENEER - ANY TYPE OF 4" WIDE BRICK VENEER. WHEN BRICK VENEER IS USED, THE RATING IS APPLICABLE WITH EXPOSURE ON EITHER FACE. BRICK VENEER FASTENED WITH CORRUGATED METAL WALL TIES ATTACHED OVER SHEATHING TO WOOD STUDS WITH 8d NAIL PER TIE: TIES SPACED NOT MORE THAN EACH SIXTH COURSE OF BRICK AND MAX. 32" O.C. HORIZONTALLY. ONE IN. AIR SPACE PROVIDED BETWEEN BRICK VENEER AND SHEATHING.

F. EXTERIOR INSULATION AND FINISH SYSTEM (EIFS) - 1" FOAM PLASTIC * INSULATION GEARING THE UL CLASSIFICATION MARKING, ATTACHED OVER SHEATHING AND FINISHED WITH COATING SYSTEM, OR PORTLAND CEMENT OR SYNTHETIC STUCCO SYSTEM, IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. (SEE FOAMED PLASTIC (BRYX AND CCVW) CATEGORIES FOR NAMES OF CLASSIFIED COMPANIES.)

G. SIDING - ALUM. OR STEEL SIDING ATTACHED OVER SHEATHING TO STUDS.

*BEARING THEUL CLASSIFICATION MARK



1 /A0.3 1-HR EXTERIOR WOOD STUD WALL UL#U356 N.T.S.

BASE LAYER 1/2" TYPE GYPSUM WALLBOARD APPLIED AROUND TUBE STEEL COLUMN AND HELD IN PLACE WITH PAPER MASKING TAPE. SECOND LAYER WITHER NO. 24 MSG GALVANIZED STEEL COLUMN COVER CONSISTING OF TWO L-SHAPED SECTIONS WITH SNAP-LOCK SHEET JOINTS OR NO. 22 MSG GALVANIZED STEEL COLUMN COVERS CONSISTING OF TWO L-SHAPED SECTIONS WITH LAP JOINTS FASTENED WITH NO 8x1/2" SHEET METAL SCREWS 12" O.C. FACE LAYER 1/2" TYPE X GYPSUM WALLBOARD APPLIED WITHOUT HORIZONTAL JOINTS TO COLUMN COVER WITH J" TYPE S DRYWALL SCREWS 8: O.C. SPACED 1" FROM VERTICAL JOINTS TO COLUMN COVER WITH 1" TYPE S DRYWALL SCREWS 8" O.C. SPACED 1" FROM VERTICAL EDGES. METAL CORNERBEAD APPLIED TO ALL CORNERS WITH 1" TYPE S DRYWALL SCREWS 12" O.C. IN EACH FLANGE.

FIRE TEST: UL NC505-(1-6), 71 NK2639, 12-23-75
UL NC505, 77NK1518:
UL DESIGN X526

4 /A0.3 1-HR COLUMN GA FILE NO. CM 1451 N.T.S.

BASE LAYER 5/8" TYPE X GYPSUM WALLBOARD OR GYPSUM VENEER BASE APPLIED TO 1-5/8" 18 MIL (25 GA.), STEEL STUDS LOCATED AT EACH CORNER OF W10x49 COLUMN WITH 1" TYPE S DRYWALL SCREWS 24" O.C. **FACE** LAYER 5/8" TYPE X GYPSUM WALL BOARD OR GYPSUM VENEER BASE TO STUDS WITH 1-5/8" TYPE S DRYWALL SCREWS 12" OC. 1-1/4" METAL CORNEREAD APPLIED WITH 6d COATED NAILS, 1-3/4" LONG, 0.0915" SHANK, 1/4" HEADS, 12" O.C. IN EACH FLANGE.

FIRE TEST: UL R2717-34, 5-15-64,
UL DESIGN X517
ULC DESIGN Z503

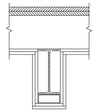
5 /A0.3 2-HR STEEL COLUMN GA FILE NO. CM 2120 N.T.S.

BASE LAYER 1/2" PROPRIETARY TYPE X GYPSUM WALLBOARD APPLIED TO BEAM CAGE WITH 1" TYPE S-12 DRYWALL SCREWS 12" O.C. FACE LAYER 1/2" PROPRIETARY TYPE X GYPSUM WALL BOARD APPLIED TO BEAM CAGE WITH 1-5/8" TYPE S-12 DRYWALL SCREWS 12"O.C. JOINTS OFFSET FROM BASE LAYER JOINT

BEAM CAGE FABRICATED FROM NO. 24 GA. 7/8" x 1-3/8" STEEL ANGLE SCREWS ATTACHED TO STEEL JOISTS @ BEAM TOP FLANGE AND NO. 25 GA. 2-1/2" STEEL RUNNERS HOOKED OVER BEAM LOWER FLANGE AND SUPPORTING 1-5/8" STEEL STUDS 24" O.C. MINIMUM BEAM SIZE W8x15. (ONE HOUR UNRESTRAINED BEAM.)

AMERICAN GYPSUM COMPANY	- 1/2" FIREBLOC TYPE C
BPB AMERICA INC.	- 1/2" PROROC TYPE C GYPSUM PANELS
G-P GYPSUM	- 1/2" TOUGHROCK FIREGUARD C
LAFARGE NORTH AMERICA INC.	- 1/2"FIRECHECK TYPE C
NATIONAL GYPSUM COMPANY	- 1/2" GOLD BOND BRAND FIRE-SHIELD C
	- GYPSUM WALLBOARD
PABCO GYPSUM	- 1/2" FLAME CURB SUPER 'C'
TEMPLE-INLAND FOREST PRODUCTS CORP.	- 1/2" TG-C
UNITED STATES GYPSUM	- 1/2" SHEETROCK BRAND GYPSUM PANELS, FIRECODE C CORE

FIRE TEST: UL R1319-133, 7-16-75:
BASED ON UL R3663-7 & -8
11-12-87:
UL DESIGN L524



11 /A0.3 1-HR STEEL BEAM GA FILE NO. BM 1137 N.T.S.

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RATED ASSEMBLIES

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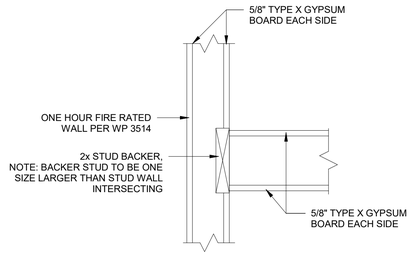
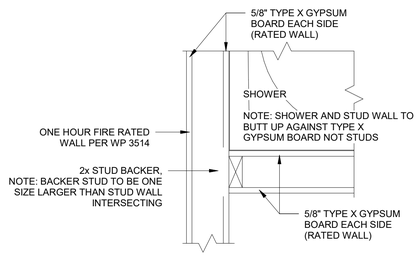


FRAMING SENARIO #1



FRAMING SENARIO #2

8 /A0.4 RATED WALL FRAMING DETAILS N.T.S.

IBC 1004.3 POSTING OF OCCUPANT LOAD. EVERY ROOM OR SPACE THAT IS AN ASSEMBLY OCCUPANCY SHALL HAVE THE OCCUPANT LOAD OF THE ROOM OR SPACE POSTED IN A CONSPICIOUS PLACE, NEAR THE MAIN EXIT OR EXIT ACCESS DOORWAY FROM THE ROOM OR SPACE. POSTED SIGNS SHALL BE OF AN APPROVED LEGIBLE PERMANENT DESIGN AND SHALL BE MAINTAINED BY THE OWNER OR AUTHORIZED AGENT. PROVIDE A PERMANENT POSTED SIGN STATING "MAX OCCUPANT LOAD OF PERSONS"

9 /A0.4 OCCUPANT LOAD SIGNAGE N.T.S.

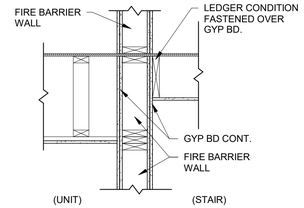
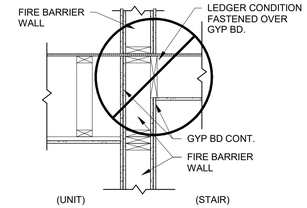


DIAGRAM #1 (DO)



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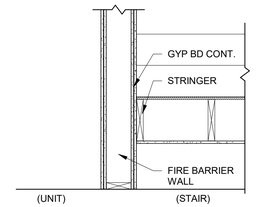

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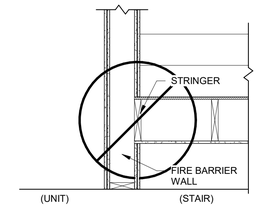

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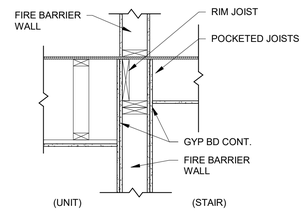
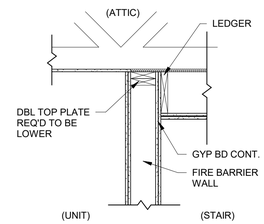


DIAGRAM #5



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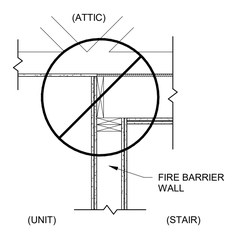

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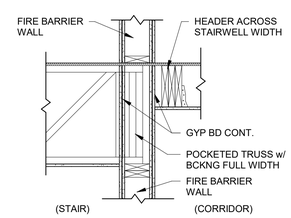
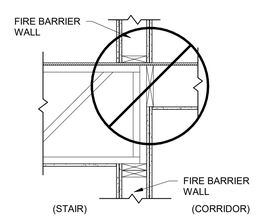


DIAGRAM #8 (DO)



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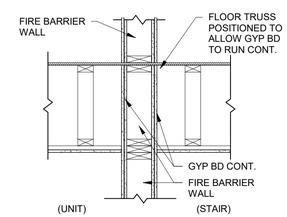


DIAGRAM #10

SUPPLEMENTARY DETAILS ONLY. NOT CUT ON PLAN SET

NOTE TO CARPENTERS & PANELIZED WOOD PRODUCT PRODUCERS

- FIRE BARRIER CONSTRUCTION. AS DEFINED IN THE INTERNATIONAL BUILDING CODE, HAS BEEN UTILIZED IN THIS PLAN FOR THE STAIR SHAFT ENCLOSURES. FIRE BARRIERS SHALL COMPLY WITH 2015 IBC 707. SPECIFICALLY, CONTINUITY OF FIRE BARRIERS SHALL COMPLY WITH 2015 IBC 707.5.
- 2015 IBC 707.5 STATES: FIRE BARRIERS SHALL EXTEND FROM TOP OF THE FOUNDATION WALL OR FLOOR / CEILING ASSEMBLY BELOW TO THE UNDERSIDE OF THE FLOOR OR ROOF SHEATHING, SLAB OR DECK ABOVE AND SHALL BE SECURELY ATTACHED THERETO.
- FOR PURPOSES OF THIS PLAN SET, THIS MEANS:

AT FIRE BARRIERS DO:

1) LEDGER CONDITIONS MUST BE FASTENED OVER TOP OF GYPSUM BOARD TO MAINTAIN FIRE RATING CONTINUITY TO THE UNDERSIDE OF THE FLOOR SHEATHING, SHAFT CAP SHEATHING OR ROOF SHEATHING ABOVE.
2) ALL STAIR SHAFT CAPS SHOULD BE LEDGERED OVER GYPSUM BOARD IN LIEU OF "POCKETED" JOISTS FOR EASE OF CONSTRUCTION.
3) ALL CORRIDOR JOIST CONDITIONS SHOULD BE LEDGERED OVER GYPSUM BOARD TO PREVENT "DOUBLE POCKETING" FROM EACH SIDE OF FIRE BARRIER.
4) ALL STAIR STRINGERS SHALL BE POSITIONED TO ALLOW GYPSUM BOARD (AND SKIRT TRIM BOARD IF APPLICABLE) TO RUN CONTINUOUS BESIDE STRINGER.
5) WHERE "POCKETED" JOISTS OR TRUSSES BEAR ON A FIRE BARRIER, GYPSUM BOARD SHALL BE CONTINUOUS AROUND THE JOIST OR TRUSS TO THE UNDERSIDE OF THE FLOOR SHEATHING, SHAFT CAP SHEATHING OR ROOF SHEATHING ABOVE. ALL GYPSUM-BOARD-TO-WOOD CONDITIONS SHALL BE FIRE CAULKED WITH A LISTED PRODUCT DESIGNED FOR SUCH PURPOSE.
6) AT NON-BEARING CONDITIONS JOIST OR TRUSS SHALL BE POSITIONED TO ALLOW GYPSUM BOARD TO RUN CONTINUOUS TO THE UNDERSIDE OF THE FLOOR SHEATHING, SHAFT CAP SHEATHING OR ROOF SHEATHING ABOVE.

AT FIRE BARRIERS DO NOT:

7) DO NOT BOLT WOOD LEDGER DIRECTLY TO WOOD STUDS IN A FIRE BARRIER. LEDGERING DIRECT TO WOOD STUDS IN ALLOWED FOR A FIRE PARTITION, AS USED IN MOST CORRIDOR WALLS, WHICH ARE NOT STAIR SHAFT WALLS. CONSULT ARCHITECT IF QUESTIONABLE.
8) DO NOT INSTALL "POCKETED" JOISTS OR TRUSSES WITHOUT CONTINUOUS GYPSUM BOARD AND APPROPRIATE FIRE CAULK TO UNDERSIDE OF SHEATHING ABOVE.
9) DO NOT POSITION NON-BEARING JOISTS AND LEDGERS DIRECTLY TO WOOD STUDS WITHOUT ALLOWING GYPSUM BOARD TO RUN CONTINUOUS TO THE FLOOR SHEATHING, SHAFT CAP SHEATHING OR ROOF SHEATHING ABOVE.
10) DO NOT POSITION STAIR STRINGERS DIRECT TO WOOD STUDS.

NOTE TO MECHANICAL, ELECTRICAL & PLUMBING TRADES:

- FOR ELECTRICAL AND PLUMBING ITEMS IN FIRE BARRIERS, SEE IBC SECTION 706.7 FOR ALLOWED PENETRATIONS AND ALLOWED OPENINGS.
- NO OUTLETS OR PLUMBING PENETRATIONS ALLOWED IN FIRE BARRIERS USED AS EXIT ENCLOSURES, SEE IBC SECTION 1020.1.2.

1 /A0.4 FIRE BARRIERS @ STAIRWELLS N.T.S.

FIRE BARRIERS SHALL EXTEND FROM THE TOP OF THE FLOOR / CEILING ASSEMBLY BELOW TO THE UNDERSIDE OF THE FLOOR OR ROOF SLAB OR DECK ABOVE AND SHALL BE SECURELY ATTACHED THERETO. SUCH FIRE BARRIERS SHALL BE CONTINUOUS THROUGH CONCEALED SPACES SUCH AS THE SPACE ABOVE A SUSPENDED CEILING. THE SUPPORTING CONSTRUCTION SHALL BE PROTECTED TO AFFORD THE REQUIRED FIRE-RESISTANCE RATING OF THE FIRE BARRIER SUPPORTED EXCEPT FOR 1-HR FIRE-RESISTANCE RATED INCIDENTAL USE AREA SEPARATIONS AS REQUIRED BY THE TABLE 508.2 IN BUILDINGS OF TYPE IIB, IIIB, AND VB CONSTRUCTION. HOLLOW VERTICAL SPACES WITHIN THE FIRE BARRIER WALL SHALL BE FIRE BLOCKED AT EVERY FLOOR LEVEL.

4 /A0.4 FIRE BARRIER CONTINUITY N.T.S.

(A) **FIREWALL - HORIZONTAL CONTINUITY**
FIREWALL SHALL BE SELF SUPPORTING AND SHALL NOT BEAR ANY OTHER STRUCTURAL MEMBERS. THE EXTERIOR WALLS ON BOTH SIDES OF THE FIRE WALL SHALL HAVE A 1-HR FIRE-RESISTANCE RATING WITH 3/4-HR PROTECTION WHERE OPENING PROTECTION IS REQUIRED. THE FIRE-RESISTANCE RATING OF THE EXTERIOR WALL SHALL EXTEND A MINIMUM OF 4 FEET ON EACH SIDE OF THE INTERSECTION OF THE FIRE WALL TO EXTERIOR WALL.

(B) **FIREWALL - VERTICAL CONTINUITY**
FIREWALL TO TERMINATE AT THE UNDERSIDE OF COMBUSTIBLE ROOF SHEATHING PROVIDED 1.) THERE ARE NO OPENINGS IN THE ROOF WITHIN 4 FEET OF THE FIRE WALL; 2.) ROOF IS COVERED WITH A MINIMUM CLASS B ROOF COVERING; 3.) ROOF SHEATHING IS CONSTRUCTED OF FIRE-RETARDANT-TREATED WOOD FOR A DISTANCE OF 4 FEET ON BOTH SIDES OF THE WALL

5 /A0.4 FIREWALL CONTINUITY N.T.S.

IBC 703.6 MARKING AND IDENTIFICATION
FIRE WALL, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS AND SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS OR PENETRATIONS SHALL BE EFFECTIVELY AND PERMANENTLY IDENTIFIED WITH SIGNS OR STENCILING. SUCH IDENTIFICATION SHALL:

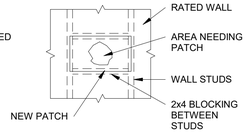
1. BE LOCATED IN ACCESSIBLE CONCEALED FLOOR, FLOOR-CEILING OR ATTIC SPACES

2. BE REPEATED AT INTERVALS NOT EXCEEDING 30FT MEASURED HORIZONTALLY ALONG THE WALL OR PARTITION ; AND

3. INCLUDE LETTERING A RECOMMENDED HEIGHT OF 3" BUT NOT LESS THAN 1/2" IN HEIGHT. INCORPORATING THE SUGGESTED WORDING : "FIRE AND/OR SMOKE BARRIER ---- PROTECT ALL OPENINGS OR OTHER WORDING

6 /A0.4 RATED ASSEMBLY MARKING & IDENTIFICATIONS N.T.S.

GYPSUM PATCHES IN RATED WALLS REQUIRE SOLID BACKING AROUND THE ENTIRE PERIMETER OF PATCH.



7 /A0.4 FIRE ASSEMBLY PATCHING N.T.S.

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DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED CBRF ADDITION FOR:
CARATON COMMONS
GREENBAY, WISCONSIN; COUNTY OF: BROWN

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

NOTICE OF COPYRIGHT
THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION AS AN "ARCHITECTURAL WORK" UNDER SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.O. AS AMENDED DECEMBER 1990 AND KNOWN AS ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990. THE PROTECTION INCLUDES BUT IS NOT LIMITED TO THE OVERALL FORM AS WELL AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND ELEMENTS OF THE DESIGN. UNDER SUCH PROTECTION, UNAUTHORIZED USE OF THESE PLANS, WORK OR BUILDING REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION OF CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 22-4889

PROJECT EXECUTIVE: TOM AMBROSIUS

DRAWN BY: DV

DATE: 06/20/2022

REVISIONS:

ISSUED FOR:	CHECKED BY:	DATE:
☐ PRELIMINARY		
☒ BID SET		
☐ DESIGN REVIEW		
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☐ CONSTRUCTION		

RATED ASSEMBLIES & DETAILS

A0.4

6/21/2022 9:54:53 AM

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Program Legend

- Existing Common Area
- Proposed Common Area

DIAGONAL HATCH INDICATES:
INSTALL TYPE 1 KITCHEN EXHAUST HOOD SHALL HAVE A MINIMUM CLEARANCE OF 18" INCHES FROM COMBUSTIBLES

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PROPOSED FLOOR PLAN

A1.0

NORTH

PROPOSED - FLOOR PLAN
1 /A1.0 SCALE = 3/32" = 1'-0"

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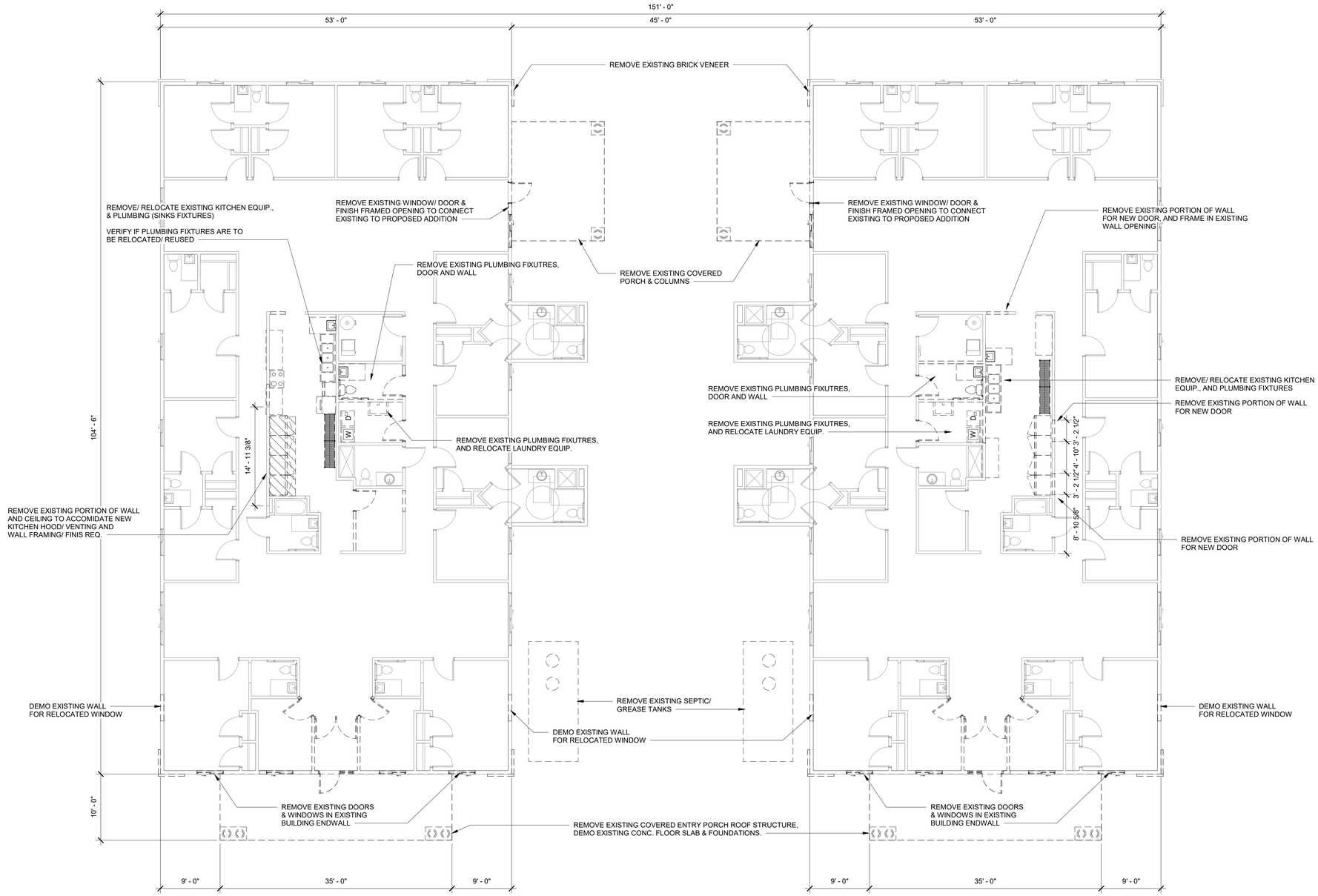

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☐ CONSTRUCTION		

EXISTING/ DEMO FLOOR PLAN

NORTH

EXISTING/ DEMO - FLOOR PLAN

1 /A1.1 SCALE = 1/8" = 1'-0"

A1.1

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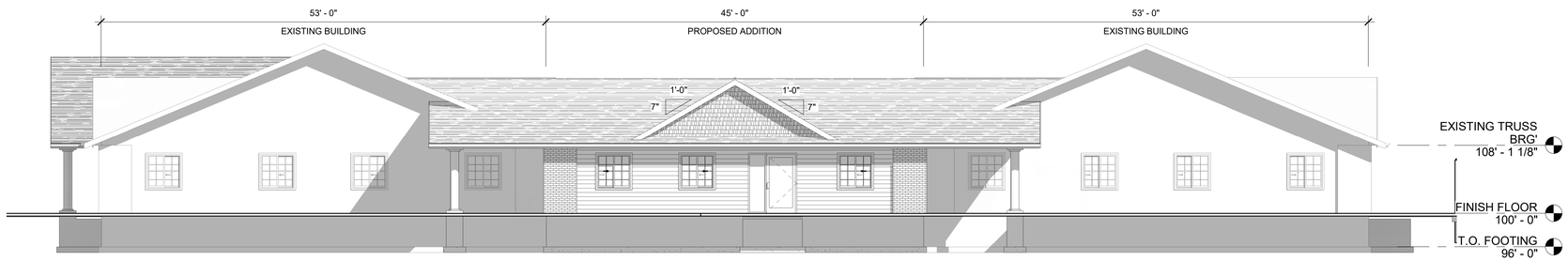
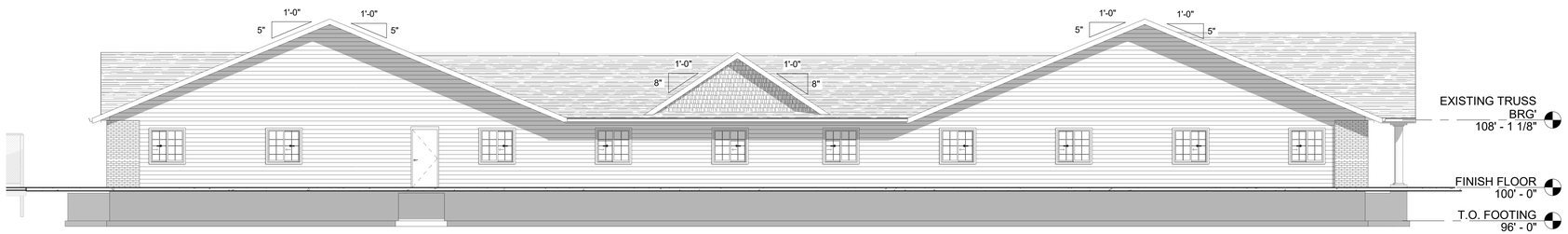
BUILDING ELEVATION - EAST

1 /A2.0 SCALE = 1/8" = 1'-0"



BUILDING ELEVATION - NORTH

2 /A2.0 SCALE = 1/8" = 1'-0"



BUILDING ELEVATION - SOUTH

3 /A2.0 SCALE = 1/8" = 1'-0"

BUILDING ELEVATION - WEST

4 /A2.0 SCALE = 1/8" = 1'-0"

EXTERIOR FINISH LEGEND

MARK	DESCRIPTION
LPS-1	LOCATION: HORIZ. EXTERIOR SIDING MATERIAL: 6" LP SMART SIDING SUPPLIER: LP SMARTSIDE COLOR: VERIFY COMMENTS:
CS-1	LOCATION: CEDAR SHAKES SIDING MATERIAL: 6" CEDAR SHAKE SUPPLIER: VERIFY COLOR: VERIFY COMMENTS:
MT-1	LOCATION: FASCIA TRIMS & SOFFITS MATERIAL: VERIFY SUPPLIER: VERIFY COLOR: VERIFY COMMENTS:
MT-2	LOCATION: RAKE, GUTTERS & TRIMS MATERIAL: VERIFY SUPPLIER: VERIFY COLOR: VERIFY COMMENTS:
SV-1	LOCATION: STONE VENEER MATERIAL: NATURAL CUT STONE SUPPLIER: VERIFY COLOR: VERIFY COMMENTS:
RS-1	LOCATION: ROOF SHINGLES MATERIAL: ASPHALT SHINGLE SUPPLIER: VERIFY COLOR: VERIFY COMMENTS:
MB-1	LOCATION: WALL PANEL MATERIAL: 26GA SEMI-CONCEALED SUPPLIER: VERIFY COLOR: VERFIY COMMENTS:
MR-1	LOCATION: ROOF PANEL MATERIAL: 26GA SSR SUPPLIER: VERIFY COLOR: VERFIY COMMENTS:

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EXTERIOR ELEVATIONS

A2.0

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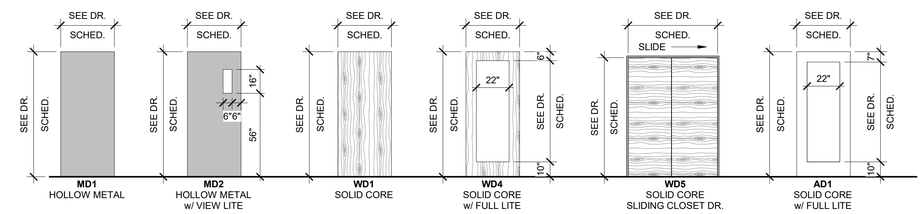
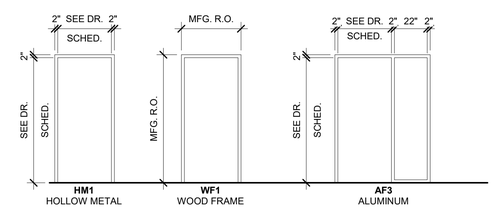
DOOR SCHEDULE

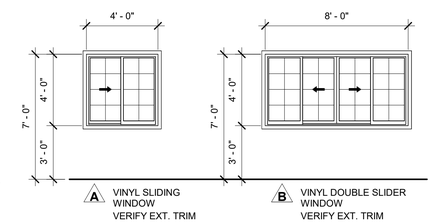
NUMBER	WIDTH	HEIGHT	DOOR TYPE	FRAME TYPE	FIRE RATING	HARDWARE: LOCK	HARDWARE: PASSAGE	HARDWARE: CLOSER	HARDWARE: PANIC	HARDWARE: PRIVACY	REMARKS
100.1	3' - 6"	7' - 0"	AD1	AF3							
100.2	3' - 6"	7' - 0"	AD1	AF3							
104.1	3' - 0"	7' - 0"	WD1	HM1							
106.1	3' - 6"	7' - 0"	AD1	AF3							
106.2	3' - 6"	7' - 0"	AD1	AF3							
106.3	6' - 0"	7' - 0"	MD1	HM1							
106.4	3' - 0"	7' - 0"	WD1	HM1							
106.5	6' - 0"	7' - 0"	MD1	HM1							
106.6	3' - 0"	7' - 0"	WD1	HM1							
107.1	3' - 0"	7' - 0"	WD1	HM1							
107.2	3' - 0"	7' - 0"	MD1	HM1							
108.1	3' - 0"	7' - 0"	WD1	HM1							
110.1	3' - 0"	7' - 0"	WD1	HM1							
110.2	3' - 0"	7' - 0"	MD1	HM1							
111.1	3' - 0"	7' - 0"	WD1	HM1							
112.1	3' - 0"	7' - 0"	WD1	HM1							
113.1	3' - 0"	7' - 0"	WD1	HM1							
114.1	3' - 0"	7' - 0"	WD1	HM1							
115.1	3' - 0"	7' - 0"	WD1	HM1							
116.1	3' - 0"	7' - 0"	WD1	HM1	20 min.	■		■			
116.2	3' - 0"	7' - 0"	WD1	HM1	20 min.	■		■			
117.1	3' - 0"	7' - 0"	WD4	HM1			■				Provide wall stop
119.1	3' - 0"	7' - 0"	WD4	HM1							
120.1	3' - 0"	7' - 0"	AD1	AF2							
120.2	6' - 0"	7' - 0"	MD1	HM1	90 min.			■	■		Alt. swing dbl. dr., provide solid astregal & mag-hold open
120.3	6' - 0"	7' - 0"	MD1	HM1	90 min.			■	■		Alt. swing dbl. dr., provide solid astregal & mag-hold open
120.4	3' - 6"	7' - 0"	AD1	AF3		■		■			Provide weather stripping
x	3' - 0"	7' - 0"	WD4	HM1							
x	3' - 0"	7' - 0"	WD4	HM1							
x	3' - 0"	7' - 0"	WD4	HM1							





DOOR LEGEND

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



NOTE: ANY GLAZING BELOW 24" A.F.F.
WILL NEED TO BE SAFETY TEMPERED

WINDOW THERMAL PERFORMANCE DATA

ANDERSEN PRODUCT:	100 SERIES SINGLE HUNG
GLASS TYPE:	LOW-E SMARTSUN (2.2mm ANNEALED GLASS)
GRILL TYPE:	FINELIGHT (GRILLES-BETWEEN-THE-GLASS)
NFRC DIRECTORY #:	AND-N-80-00887-00001
U-FACTOR:	0.29
SHGC:	0.19
VT:	0.43

GENERAL NOTE:
ALL EXTERIOR TRIMS ARE TO MATCH EXISTING BUILDINGS

ALL INTERIOR TRIMS ARE TO MATCH EXISTING BUILDINGS

EXTERIOR DOOR THERMAL PERFORMANCE DATA

ANDERSEN PRODUCT:	100 SERIES GLIDING
GLASS TYPE:	LOW-E SMARTSUN (2.2mm ANNEALED GLASS)
GRILL TYPE:	NO GRILLES
NFRC DIRECTORY #:	AND-N-81-00944-00001
U-FACTOR:	0.29
SHGC:	0.21
VT:	0.49

WINDOW LEGEND

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

BAYLAND

BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED CBRF ADDITION FOR:

CARATON COMMONS

GREENBAY, WISCONSIN; COUNTY OF: BROWN

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

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JOB NUMBER: 22-4889

PROJECT EXECUTIVE: TOM AMBROSIUS

DRAWN BY: DV

DATE: 06/20/2022

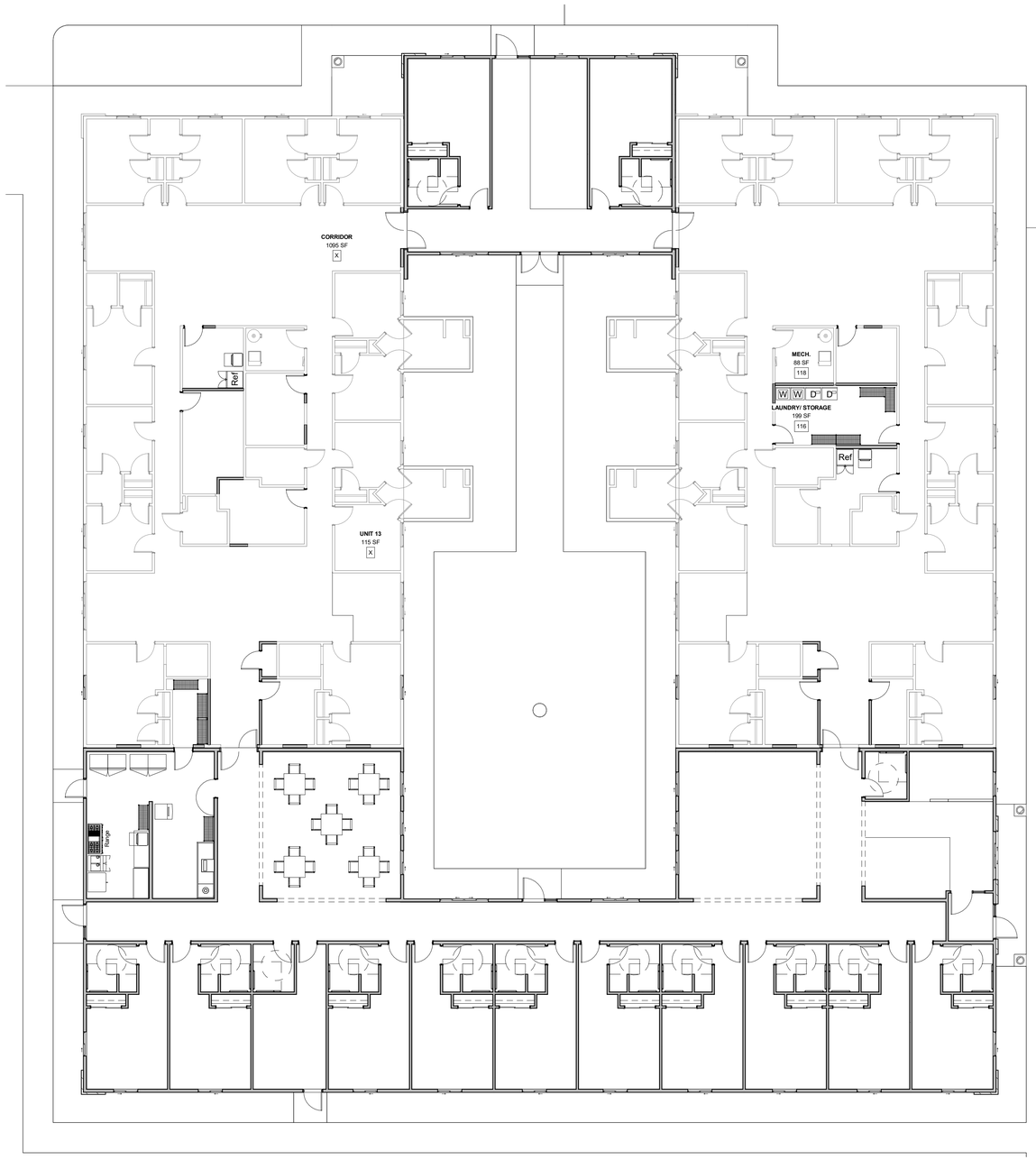
REVISIONS:

ISSUED FOR:	CHECKED BY:	DATE:
☐ PRELIMINARY		
☒ BID SET		
☐ DESIGN REVIEW		
☐ CHECKSET		
☐ CONSTRUCTION		

DOOR / WINDOW SCHEDULES

A6.0

6/21/2022 9:55:27 AM



MATERIAL LEGEND

MARK	DESCRIPTION
P-1	FINISH: PAINTED GYP. BD. STYLE: VERIFY MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS:
FRP-1	FINISH: FRP STYLE: VERIFY MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS:
EXIST-1	EXISTING CONDITIONS
EXP-1	EXPOSED FINISH
CONC-1	FINISH: CONCRETE STYLE: STAINED MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS:
CONC-2	FINISH: CONCRETE STYLE: POLISHED MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS:
VB-1	FINISH: VINYL BASE STYLE: 4" HIGH MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS:
WB-1	FINISH: WOOD BASE STYLE: 3" HIGH_ MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS:
CB-1	FINISH: CERAMIC BASE STYLE: 4" HIGH MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS:
C-1	FINISH: CARPET STYLE: VERIFY MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS:
CPT-1	FINISH: CARPET TILE STYLE: VERIFY MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS: VERIFY CONTACT: VERIFY
T-1	FINISH: CERAMIC TILE STYLE: VERIFY MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS: VERIFY CONTACT: VERIFY
LVT-1	FINISH: LUXURY VINYL TILE STYLE: VERIFY MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS: VERIFY CONTACT: VERIFY
LVP-1	FINISH: LUXURY VINYL PLANK STYLE: VERIFY MANUF: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS: VERIFY CONTACT: VERIFY

FINISH GENERAL NOTES

1. ALL FINISH SELECTIONS IDENTIFIED IN LEGENDS, SCHEDULES, AND SPECIFICATIONS ARE NOT SUBJECT TO 'OR EQUAL' SUBSTITUTIONS U.N.O. THE CONTRACTOR AND SUBCONTRACTORS SHALL SUBMIT PRODUCTS AND FINISHES AS INDICATED IN THE DOCUMENTS.
2. NOTIFY ARCHITECT OF SCHEDULED FINISHES THAT ARE UNAVAILABLE OR DISCONTINUED AT THE EARLIEST OPPORTUNITY SUCH THAT A SUBSTITUTION CAN BE SELECTED WITHOUT JEOPARDIZING THE CONSTRUCTION SCHEDULE.
3. REFER TO THE MATERIAL SCHEDULE FOR MANUFACTURER, PRODUCT/STYLE NAME, COLOR SPECIFICATION.
4. INSTALL ALL FINISH MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED SPECIFICATIONS, SURFACE PREPARATION, ADHESIVES AND BACKINGS: INCLUDING WALLCOVERINGS, COATINGS, FLOORING MATERIALS, LAMINATES, ETC.
5. THE CONTRACTOR SHALL REPAIR ALL ROUGH FLOOR SLAB UNEVENNESS SUITABLE FOR PROPER FLOOR COVERING INSTALLATION.
6. FLOOR MATERIAL TRANSITIONS AT DOOR OPENINGS ARE TO BE CENTERED BELOW THE DOOR IN THE CLOSED POSITION, U.N.O.
7. THE PAINTING SUBCONTRACTOR SHALL ENSURE THAT ALL PAINTS COMPLY WITH THE MUNICIPAL & STATE CODES AND BUILDING REGULATIONS FOR LOW VOC EMISSIONS.
8. ELECTRICAL SWITCH AND OUTLET COVER PLATES, SURFACE HARDWARE, ETC. SHALL BE INSTALLED AFTER PAINTING AND/OR APPLICATION OF WALL COVERINGS AND SPECIFIED CARPET.
9. STAINED AND PAINTED SURFACES SHALL BE FINISHED SUCH THAT JOINTS/IMPERFECTIONS ARE NOT VISIBLE.
10. CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE FIELD. GC TO GET CLARIFICATION FROM ARCHITECT BEFORE CONTINUING WITH ANY WORK.
11. PROVIDE VINYL TRANSITION STRIPS AT ALL FLOORING MATERIAL CHANGES, U.N.O. REFER TO PLAN FOR DETAIL LOCATIONS.
12. HARD FLOORING GROUT IS TO BE SEALED WITH MANUFACTURER'S RECOMMENDED SEALERS.
13. RUBBER/VINYL BASE SHALL BE STRAIGHT BASE AT ALL LOCATIONS FOR CARPET AND COVE BASE AT TILE AND RESILIENT FLOORS.
14. ALL ELECTRICAL PANELS IN THE CORRIDORS SHALL BE PAINTED TO MATCH THE ADJACENT WALL FINISH.
15. PAINT CEILING ACCESS PANELS TO MATCH ADJACENT CEILING FINISH.
16. UNDERSIDE OF SOFFITS (WHERE OCCURS) TO BE PAINTED TO RECEIVE FINISH TO MATCH WALL, U.N.O.
17. FINISH FLOORING TO EXTEND FROM WALL TO WALL INCLUDING UNDER CABINETS AND UNDERCABINET EQUIPMENT.
18. ALL INTERIOR WALL & CEILING FINISHES AND TRIM OF PUBLIC AREAS TO COMPLY WITH CLASS A MATERIAL CLASSIFICATION; FLAME SPREAD RATING 0 TO 25, SMOKE DEVELOPED 200. ALL INTERIOR WALL AND CEILING FINISHES AND TRIM IN NON PUBLIC AREAS TO COMPLY WITHCLASS B MATERIAL CLASSIFICATION; FLAME SPREAD RATING 26-75, SMOKE DEVELOPED 450.
19. ALL PAINTED SURFACES ARE TO RECEIVE A PRIME COAT AND A MINIMUM OF TWO COATS FINAL COLOR, U.N.O.
20. CARPET CONTRACTOR SHALL VERIFY THAT ALL CARPET OF EACH VARIETY IS TO BE SHIPPED FROM THE SAME DYE-LOT.
21. ALL WALLS PAINTED WITH A LATEX PAINT TO HAVE AN EGGSHELL FINISH, U.N.O. REFER TO THE MATERIAL SCHEDULE AND FINISH LEGEND FOR MANUFACTURER'S PRODUCT NAME.
22. GYPSUM BOARD CEILINGS SCHEDULED TO RECEIVE PAINT SHALL HAVE A FLAT FINISH, U.N.O.
23. PROVIDE ARCHITECT WITH A MINIMUM OF (3) 8" X 10" BRUSH-OUTS OF EACH COLOR AND FINISH FOR ARCHITECT'S APPROVAL PRIOR TO APPLICATION.
24. ALL PLASTIC LAMINATE MILLWORK CABINET INTERIORS TO BE WHITE MELAMINE, U.N.O.
25. ARCHITECTURAL ADHESIVES, SEALANTS AND SEALANT PRIMERS MUST COMPLY WITH SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) RULE #1168. VOLATILE ORGANIC COMPOUND (VOC) LIMITS LISTED IN THE TABLE BELOW CORRESPOND TO RULE AMENDMENT DATE OF JANUARY 7, 2005.
26. PAINTS AND COATINGS : APPLIED TO INTERIOR WALLS AND CEILINGS MUST NOT EXCEED THE VOLATILE ORGANIC COMPOUND (VOC) CONTENT LIMITS ESTABLISHED IN GREEN SEAL STANDARD GS-11, PAINTS, 1ST EDITION, MAY 20, 1993.
27. ANTI-CORROSIVE AND ANTI-RUST PAINTS: APPLIED TO INTERIOR FERROUS METAL SUBSTRATES MUST NOT EXCEED THE VOC CONTENT LIMIT OF 250 G/L ESTABLISHED IN GREEN SEAL STANDARD GC-03, ANTI-CORROSIVE PAINTS, 2ND EDITION, JANUARY 7, 1997.
28. CLEAR WOOD FINISHES, FLOOR COATINGS, STAINS, PRIMERS, SEALERS, AND SHELLACS: APPLIED TO INTERIOR ELEMENTS MUST NOT EXCEED THE VOC CONTENT LIMITS ESTABLISHED FOR THOSE COATING TYPES IN SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) RULE 1113, ARCHITECTURAL COATINGS, AMENDED FEBRUARY 5, 2016.

FINISH PLAN LEGEND

FLOOR FINISH TRANSITION

P-1 — WALL FINISH

B-1 — WALL BASE

FLOOR FINISH — F-1

INDICATES FLOOR PATTERN DIRECTION

F-1 — INDICTES EXENT OF FINISH

WALL FINISH

FINISH PLAN KEYNOTES

100. NO FINISH WORK IN THIS AREA.
101. CARPET TO BE INSET WITHIN CERAMIC TILE. VERIFY DIMS. AS SHOWN.
102. PROVIDE 1/8" THICK ZINC TRANSITION STRIP BETWEEN CERAMIC TILE AND CARPET. FEATHER FLOORING BENEATH CARPET AS REQUIRED FOR A SMOOTH TRANSITION.
103. PROVIDE VINYL STRIP AT CARPET TO VINYL TRANSITION. SUBMIT COLOR SAMPLES TO ARCHITECT FOR APPROVAL.
104. PATH/EXTEND FINISHES WITHIN COMMON CORRIDOR. ANY NEW FLOOR AND/OR WALL FINISHES TO MATCH EXISTING FOR A SEAMLESS TRANSITION.

NORTH

PROPOSED - FINISH PLAN

1 /A6.1 SCALE = 3/32" = 1'-0"

BAYLAND

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(920) 498-9300 FAX (920) 498-3033
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DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED CBRF ADDITION FOR:

CARATON COMMONS

GREENBAY, WISCONSIN; COUNTY OF: BROWN

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

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JOB NUMBER: 22-4889

PROJECT EXECUTIVE: TOM AMBROSIUS

DRAWN BY: DV

DATE: 06/20/2022

REVISIONS:

ISSUED FOR:	CHECKED BY:	DATE:
☐ PRELIMINARY		
☒ BID SET		
☐ DESIGN REVIEW		
☐ CHECKSET		
☐ CONSTRUCTION		

ROOM FINISH PLAN

A6.1

6/21/2022 9:55:31 AM

Project consists of connecting (2) 5,500 sq. ft. – (13) bed CBRF facilities on the same site. The added 9,190 proposed square footage will comprise of (12) additional beds, common area, an updated commercial kitchen and dining area, and a new relocated building entrance.

Site parking will be relocated to boarder Woodside drive along the East property line, as well as an added drive off Humboldt for deliveries and ambulatory pick-up.

The business will continue to maintain the same level of care, but provide a more efficient form of care from a staffing standpoint due to its improved building flow and now combined (38) bed units.

Thanks,

Thanks
David O'Brien | Engineering Department
P.O. Box 13571 | Green Bay, WI 54307-3571
Work 920.498.9300 | **Mobile** 920.371.6200 | **Direct** 920.869.8462 | **Fax** 920.498.3033
Email dobrien@baylandbuildings.com | **Web** baylandbuildings.com

BAYLAND BUILDINGS, INC.
Think Smart. Build Smart | Employee Owned
MILESTONE ACHIEVED! | ONE MILLION MAN HOURS WITH ZERO LOST-TIME INJURIES | MAY 2020

REQUEST FOR CITY ACTION
PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 653 WOODSIDE RD. GREEN BAY, WI 54311

Parcel Number(s): 21-365-1 - 1574056 - LOT 1 63CSM399

Petitioner(s): David O'Brien Date: 6/20/2022

Email: doBrien@bayland buildings.com Phone Number: 920-371-6200

Address: P.O. BOX 13571 City: Green Bay State: WI Zip: 54307

Property Owner: CARATON COMMONS Phone Number: 678-231-2838

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I. Gregory J. Almquist, respectfully request that the City of Green Bay take the following action:

- [x] Rezone Property ($300.00 Review Fee)
- [x] Conditional Use and CUP Amendment, including Single Lot Duplexes ($300.00 Review Fee)
- [ ] PUD and PUD Amendments ($350.00 Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- [ ] Approve Preliminary Condominium Plat ($150.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Certified Survey Map ($150.00 Review Fee)
- [ ] Approve Final City/Extraterritorial Subdivision Plat ($100.00 Review Fee)
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- [ ] Grant a Postponement of Development Fees ($100.00 Review Fee) [Review by I&S and/or Park Committees]
- [ ] Development District Map Amendment ($200.00 Administration Fee)
- [ ] Official Map Amendment ($200.00 Administration Fee)
- [ ] Plat of Right-of-Way ($200.00 Administration Fee)
- [ ] Discontinue a Public Utility Easement ($200.00 Administration Fee)
- [ ] Street Name Change ($200.00 Administration Fee)
- [ ] Declare City Property "City Surplus" ($200.00 Administration Fee)
- [ ] Vacate a Street/Alley/Pedestrian Way ($200.00 Administration Fee) – PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Closure of Street/Alley/Pedestrian Way ($200 Administration Fee) – PLEASE FILL OUT PAGE 2 OF APPLICATION
- [x] Comprehensive Plan Amendments ($200.00 Review Fee)
- [ ] Other ($200.00 Administration Fee): _____

Owner Signature: _____ Date: 6/20/2022

Petitioner Signature(s): _____

Checklist of required attachments:

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

CPA 22-01
ZP 22-19 (Rezone)
ZP 22-20 (CUP)

For office use only:
Review Fee:_____ Receipt No.:_____ Zoning Petition No.:_____

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 2, 2022	David Buck, Staff

AGENDA ITEM # P.6

To rezone 2294-2296 Manitowoc Road and 2261-2275 Main Street (# 21-419, 21-420-27, 21-420-14) from General Commercial (C1) District to the Highway Commercial (C2). (Public Hearing held 07/25/2022)

BACKGROUND

Primary Address: 2294-2296 Manitowoc Road and 2261-2275 Main Street

Alderperson/District: Ald. Bill Morgan / District 3

Reason for Request: The proposed rezoning would allow for the development of a convenience store/gas station with a car wash on the site.

Surrounding Zoning and Land Uses:
SUBJECT: General Commercial (C1) Commercial- Retail, Service and Parking
NORTH: General Commercial (C1) & Highway Commercial (C2) Commercial- Gas Station and personal service
SOUTH: General Commercial (C1) Industrial- Outdoor Storage
EAST: Varied-Density Residential (R3) & Low Density Residential (R3) Residential- Single-and multi-Family Homes
WEST: General Commercial (C1) Commercial- Auto Rental and Restaurant/Tavern

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for commercial uses. Commercial uses are also recommended to the north (across Manitowoc Road) and west (across Main Street). Medium/high density housing is recommended to the east (across Brosig Street). The request is consistent with the Comprehensive Plan.

Report: The subject land area, 2294-2296 Manitowoc Road and 2261-2275 Main Street, are currently three lots comprising 3.672 acres located on the corner of Main Street & Manitowoc Road. It has approximately 535 ft. of street frontage along Main Street/USH 141/STH 29, 380 ft. along Manitowoc Road and 415 ft. along Brosig Street. The applicant's intent is to consolidate them into a single property and redevelop the site with a convenience store/gas station and accessory carwash.

The property is currently zoned General Commercial (C1), which does not permit gas stations. The applicant is requesting a rezoning to Highway Commercial (C2) which allows gas stations and car washes "by-right" as well as other vehicle service uses.

The rezoning to C2 is consistent with the Comprehensive Plan that recommends commercial uses. Staff believes this rezone is appropriate given the location of the proposed land area on an automobile-oriented street. The site is on the corner of a United States Highway/State Trunk Highway (Main Street) with an annual average daily traffic count (AADT) of approximately 13,000 cars and a collector road (Manitowoc Road) that has an AADT of approximately 5,000. For reference, N. Webster Avenue at I-43 has an AADT

of approximately 14,000, University Avenue at Danz Avenue is approximately 13,000 and Military Avenue at Shawano Avenue is approximately 15,000. The lack of pedestrian walks or trails on any of the fronting streets is additional evidence of the automobile orientation of the area.

If the rezone is approved and the development moves forward, the standard site plan review will be required including location of any and all curb-cuts / driveways. It is my understanding that the petitioner has already submitted a traffic impact analysis (TIA) to the Department of Public Works to determine the most appropriate ingress-egress for the project.

Ald. Bill Galvin, the Wilder Park Neighborhood Association, and adjacent property owners within 400 ft. have been notified of the request. As of the drafting of this report, staff had received no inquiries regarding the request.

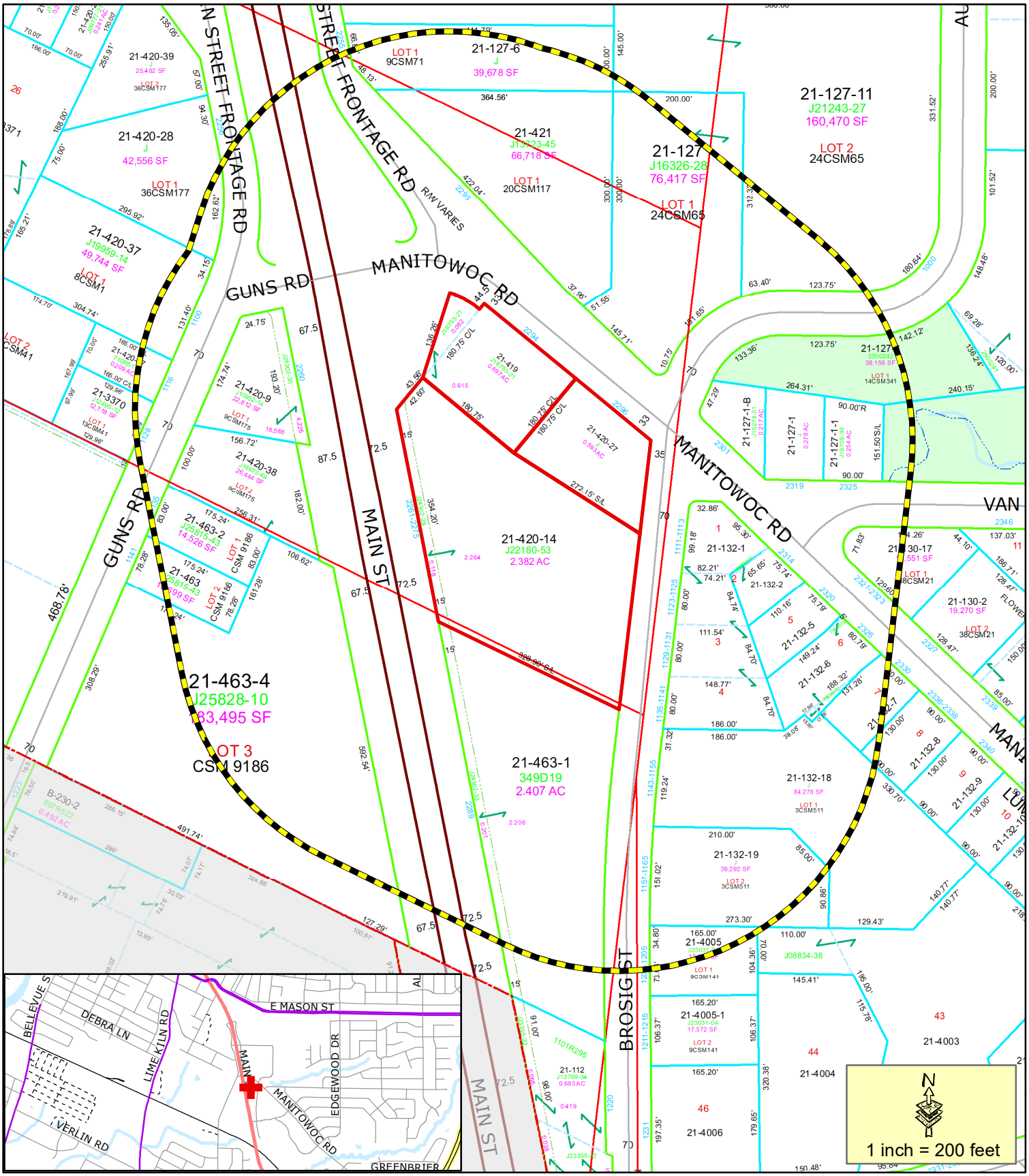
RECOMMENDATION

Approval of the request to rezone the from General Commercial (C1) District to the Highway Commercial (C2).

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-21 PropMap
2. ZP 22-21 Application & Narrative
3. ZP 22-21 Site Plan



Proposed CUP

400' Property Owner Notice

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

Zoning Petition (ZP 22-21)
Proposed Zone Change at
2294-2296 Manitowoc Road &
2261-2275 Main Street

CITY OF GREEN BAY 1854 Titletown, USA

REQUEST FOR CITY ACTION
PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 2294 & 2296 Manitowoc Road, 2261-2275 Main Street

Parcel Number(s): 21-419, 21-420-27, 21-420-14

Petitioner(s): Holiday Stationstores LLC c/o Jim Goeppner Date:

Email: jim.goeppner@holidaycompanies.com Phone Number: 952-830-8080

Address: 4567 American Boulevard W City: Bloomington State: MN Zip: 55437

Property Owner: Holiday Stationstores, under contract to purchase Phone Number: 952-830-8080
Michael Bultman, Johnson Family Bypass Trust

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Jim Goeppner, respectfully request that the City of Green Bay take the following action:

- [x] Rezone Property ($300.00 Review Fee)
- [ ] Conditional Use and CUP Amendment, including Single Lot Duplexes ($300.00 Review Fee)
- [ ] PUD and PUD Amendments ($350.00 Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
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- [ ] Vacate a Street/Alley/Pedestrian Way ($200.00 Administration Fee) -- PLEASE FILL OUT PAGE 2 OF APPLICATION
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- [ ] Comprehensive Plan Amendments ($200.00 Review Fee)
- [ ] Other ($200.00 Administration Fee):

Owner Signature: Date: 6-27-22

Petitioner Signature(s): Jim Goeppner

Checklist of required attachments:

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

For office use only:
Review Fee: $300.- Receipt No.: Zoning Petition No.: 22-21

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

June 28, 2022

City of Green Bay
Department of Community and Economic Development
Attn: Mr. David Buck, Principal Planner
100 N Jefferson Street
Room 608
Green Bay, WI 54301
Ph: 920.448.3411

RE: Holiday Stationstores LLC
Request for City Action Plan Application – Rezoning Property
Southeast corner of Main St & Manitowoc Rd
Green Bay, WI 54311

Dear Mr. Buck,

On behalf of Holiday Stationstores LLC, we are pleased to submit the following items for a Request for City Action Plan - Rezoning Property.

- Two (2) copies of the Request for City Action Plan Application – Rezoning Property, one signed by each property owner.
- One (1) check in the amount of $300 for the application fee.
- Three (3) 24"x36" copies of the Site Plan of the convenience store with attached car wash dated June 28, 2022.
- One (1) 24"x36" copy of the Vicinity Map of the project location dated June 28, 2022.
- One (1) PDF copy of the submittal.

We are submitting the aforementioned materials to request the Department of Community and Economic Development and the Planning Commission to approve the requested rezoning of the property from C1 General Commercial to C2 Highway Commercial. The project includes the construction of a 5,200 SF convenience store with attached car wash and fuel station. The proposed development is located at 2261-2275 Main Street & 2294/2296 Manitowoc Road Green Bay, WI, 54311. Rezoning will be required for the proposed development to allow the land use of a convenience store, carwash, and fuel/gas/service station at the subject property; thus City Action is required for the project.

Legal Description of properties:

- 2294 Manitowoc Road: 0.697 AC M/L PART PC 8 ESFR COM INSECTN S/L MANITOWOC RD & E/L PC 8 TH N 50*13'W 175.31 FT TO POB TH N 50*13'W 180.75 FT S39*47'W 180.75 FT S50*13'E 180.75 FT N39*47'E 180.75 FT TO POB & J16753-21 EX J23303-4
- 2296 Manitowoc Road: 0.593 AC M/L PRT PC 8E COM NE COR S 7 DE G W 320.63 FT TO BEG TH N 50 DEG 13 MIN W 175.31 FT S 39 DEG 47 MIN W 180.75 FT S 57 DEG 20 MIN E 272.15 FT N 7 DEG E 174.75 FT TO BEG .86A EXC 75 J 179-42
- 2261-2275 Main Street: 2.382 AC M/L PART OF PC 8 ESFR LYG E OF NEW HWY 141 AS DESC IN 311 D 116 EX 75J202-40 & PART DESC IN J24302-28

Thank you in advance for your consideration. Please feel free to contact us should you have any questions or require any additional information.

Sincerely,

Christian A. Cabrera
Bergmann

cc: Jim Goeppner, Circle K (digital copy)
Glenn W. Harvey, Bergmann (digital copy)
Stephen Harrison, Bergmann (digital copy)

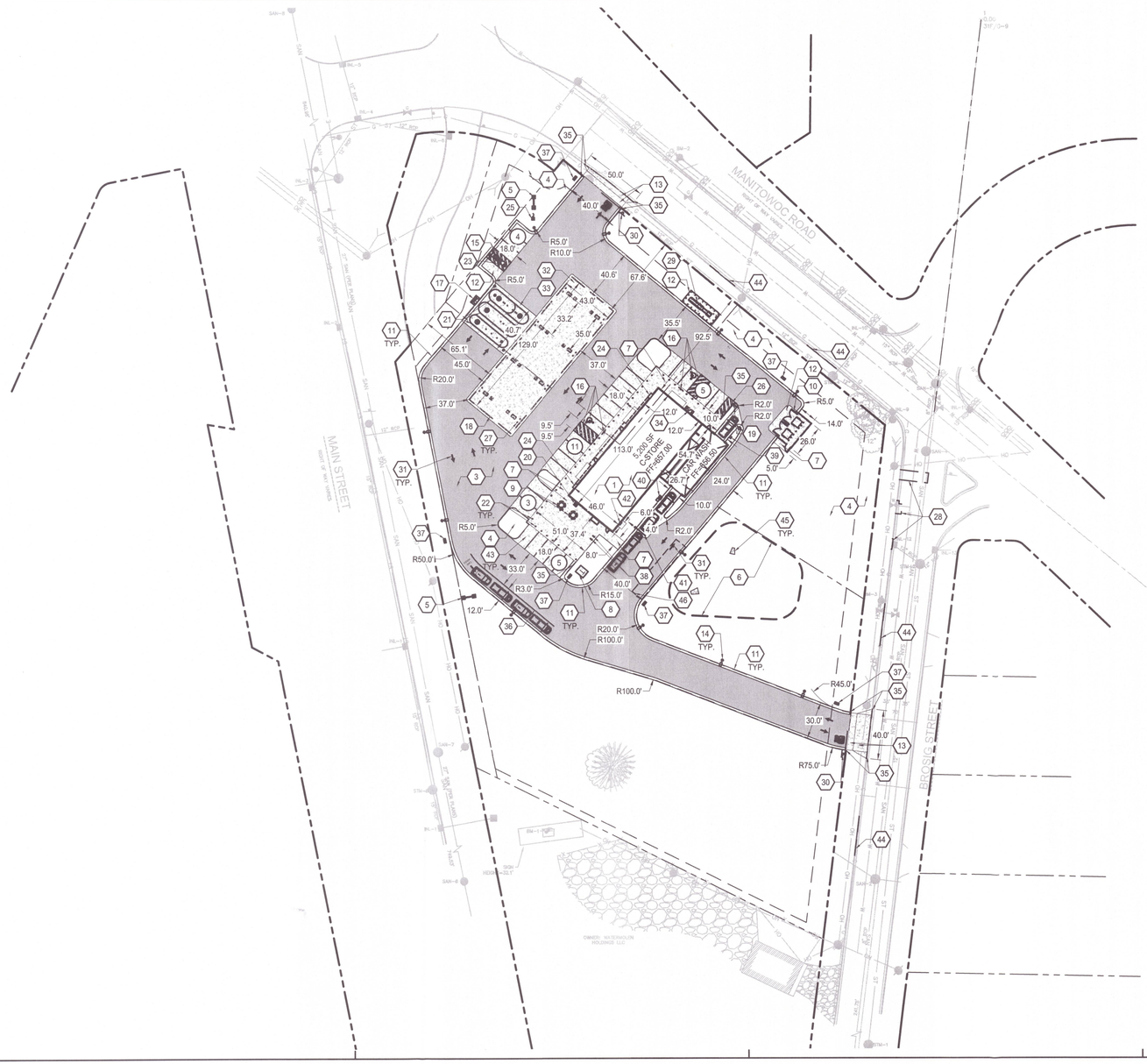
PROJECT DATA

PROJECT NAME:	HOLIDAY STATIONSTORES - GREEN BAY, WI
APPLICANT:	HOLIDAY STATIONSTORES LLC - JIM GOEPPNER 4567 AMERICAN BOULEVARD W BLOOMINGTON, MN 55437
PROJECT ADDRESS:	2261-2275 MAIN STREET & 2294/2296 MANITOWOC ROAD, GREEN BAY, WI, 54311
PROJECT DESCRIPTION:	PROPOSAL FOR A NEW CONVENIENCE STORE WITH ASSOCIATED FUEL SALES CONSISTING OF A 5,200 S.F. CONVENIENCE STORE, AN ATTACHED 1,458 S.F. CARWASH AND A 5,547 S.F. FUEL CANOPY WITH 8 FUEL PUMPS. THE CONVENIENCE STORE WILL SELL BEER AND WINE FOR OFFSITE CONSUMPTION. THE FACILITY WILL OPERATE 24 HOURS.
PARCEL/SITE AREA:	161,717 S.F. - ±3.71 ACRES
EXISTING ZONING:	C1 - COMMERCIAL ONE (REZONING TO C2 - COMMERICAL TWO)
PARCEL NUMBER:	21-419, 21-420-27, 21-420-14
MAX. BUILD. HEIGHT:	23'-0" PROVIDED (35' ALLOWED)
MAX. FUEL CANOPY HEIGHT:	20'-6" PROVIDED
PARKING:	REQUIRED: STORE: ONE OFF-STREET PARKING SPACE FOR EACH 500 SQUARE FEET OF FLOOR AREA (11 SPACES) BICYCLE: MINIMUM OF FOUR BICYCLE SPACES
	PROVIDED: STANDARD PARKING : 26 SP ACCESSIBLE PARKING : 2 SP TOTAL PARKING PROVIDED: 28 SP BICYCLE PARKING: 4 BP
MAX. IMPERVIOUS COVERAGE:	IMPERVIOUS: 71,466 SF (44%) (80% ALLOWED)

SETBACKS	REQUIRED	PROVIDED
FRONT:	15'	175'
SIDE:	6'	92'
REAR:	6'	122'

GENERAL NOTES:

1. THE UNDERGROUND STRUCTURES AND UTILITIES SHOWN ON THESE PLANS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORD MAPS, THEY ARE NOT CERTIFIED TO THE ACCURACY OF THEIR LOCATION AND/OR COMPLETENESS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND EXTENT OF ALL UNDERGROUND STRUCTURES AND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION ACTIVITIES IN THEIR VICINITY.
2. THE CONTRACTOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH TITLE 29 OF FEDERAL REGULATIONS, PART 1926, SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION (OSHA).
3. ALL ROADS AND PRIVATE DRIVES SHALL BE KEPT CLEAN OF MUD, DEBRIS ETC. AT ALL TIMES.
4. REFER TO ARCHITECTURAL DRAWINGS FOR PRECISE BUILDING DIMENSIONS.
5. THE CONTRACTOR SHALL CONSULT THE CONSTRUCTION MANAGER BEFORE DEVIATING FROM THESE PLANS.
6. IN ALL TRENCH EXCAVATIONS, CONTRACTOR MUST LAY THE TRENCH SIDE SLOPES BACK TO A SAFE SLOPE, USE A TRENCH SHIELD OR PROVIDE SHEETING AND BRACING.
7. ALL EXISTING SURFACE APPURTENANCES (I.E. WATER VALVES, CATCH BASIN FRAMES AND GRATES, MANHOLE COVERS) WITHIN THE PROJECT LIMITS SHALL BE ADJUSTED TO FINISHED GRADE.
8. AREAS DISTURBED OR DAMAGED AS PART OF THIS PROJECT'S CONSTRUCTION THAT ARE OUTSIDE OF THE PRIMARY WORK AREA SHALL BE RESTORED, AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
9. THE CONTRACTOR SHALL CALL "811 AT LEAST 3 WORKING DAYS (EXCLUDING WEEKENDS AND HOLIDAYS) PRIOR TO CONSTRUCTION.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE CODES, ORDINANCES, DESIGN STANDARDS AND STANDARD SPECIFICATIONS OF THE AGENCIES WHICH HAVE THE RESPONSIBILITY OF REVIEWING PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF ALL ITEMS INCLUDED IN THESE PLANS.
11. UNLESS SPECIFICALLY STATED, THE CONTRACTOR SHALL APPLY FOR AND OBTAIN ALL NECESSARY PERMITS AS REQUIRED FOR CONSTRUCTION OF THIS PROJECT PRIOR TO THE BEGINNING OF WORK FROM THE PREVIOUSLY MENTIONED AGENCIES.
12. THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
13. WHEN ANY EXISTING UTILITY REQUIRES ADJUSTMENT OR RELOCATION, THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY COMPANY AND COORDINATE THE WORK ACCORDINGLY. THERE SHALL BE NO CLAIM MADE BY THE CONTRACTOR FOR ANY COSTS CAUSED BY DELAYS IN CONSTRUCTION DUE TO THE ADJUSTMENT OR RELOCATION OF UTILITIES.
14. THE CONTRACTOR IS TO VERIFY THAT THE PLANS AND SPECIFICATIONS THAT HE/SHE IS BUILDING FROM ARE THE VERY LATEST PLANS AND SPECIFICATIONS THAT HAVE BEEN APPROVED BY ALL APPLICABLE PERMIT-ISSUING AGENCIES AND THE OWNER. ALL ITEMS CONSTRUCTED BY THE CONTRACTOR PRIOR TO RECEIVING THE FINAL APPROVAL AND PERMITS HAVING TO BE ADJUSTED OR RE-DONE, SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
15. SHOULD THE CONTRACTOR ENCOUNTER CONFLICT BETWEEN THESE PLANS AND SPECIFICATIONS, EITHER AMONG THEMSELVES OR WITH THE REQUIREMENTS OF ANY AND ALL REVIEWING AND PERMIT-ISSUING AGENCIES, HE/SHE SHALL SEEK CLARIFICATION IN WRITING FROM THE CONSTRUCTION MANAGER BEFORE COMMENCEMENT OF CONSTRUCTION. FAILURE TO DO SO SHALL BE AT THE SOLE EXPENSE TO THE CONTRACTOR.
16. THE CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS INDICATING ALL CHANGES AND DEVIATIONS FROM APPROVED DRAWINGS.
17. ALL SIGNS AND TRAFFIC CONTROL MEASURES DURING CONSTRUCTION AND MAINTENANCE ACTIVITIES SHALL BE CONSTRUCTED AND INSTALLED PER THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) WITH STATE SUPPLEMENT.
18. ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL CONFORM TO THE STANDARDS OF THE CITY OF GREEN BAY DEPARTMENT OF PUBLIC WORKS.



KEY NOTES:

1. BUILDING AREA
2. ASPHALT PAVING, LIGHT DUTY
3. ASPHALT PAVING, HEAVY DUTY
4. LANDSCAPE AREA, SEE LANDSCAPE PLANS
5. PYLON SIGN, SEE ELECTRICAL PLANS FOR POWER REQUIREMENTS
6. DETENTION POND FOOTPRINT
7. CONCRETE SIDEWALK, SEE DETAIL SHEET C505
8. ELECTRICAL TRANSFORMER PROPOSED LOCATION. CONTRACTOR TO COORDINATE WITH POWER COMPANY TO DETERMINE FINAL LOCATION.
9. OUTDOOR SEATING BY HOLIDAY STATIONSTORES
10. TRASH ENCLOSURE PER HOLIDAY STATIONSTORES, SEE DETAIL SHEET C506
11. CONCRETE CURB AND GUTTER, SEE DETAIL SHEET C500
12. CONCRETE PAVING, SEE DETAIL SHEET C500
13. CONCRETE SIDEWALK AND DRIVEWAY APRON PER CITY OF GREEN BAY STANDARDS
14. PARKING LIGHT POLE FIXTURE, SEE PHOTOMETRIC PLAN C140
15. VACUUM MACHINE, PROVIDED BY HOLIDAY STATIONSTORES VENDOR
16. ACCESSIBLE PARKING SPACE AND SIGNAGE, SEE DETAIL SHEET C505
17. VENT PIPES LOCATION, SEE FUEL SHEETS FOR MORE INFORMATION
18. FUEL CANOPY AREA, SEE FUEL SHEETS FOR MORE INFORMATION
19. "DO NOT ENTER" SIGN
20. CO2 WITH STORAGE CABINET
21. FUEL STORAGE TANKS PER FUEL/GAS PLANS
22. 4" GUARD POST, SPACED EVERY 6' (SEE PLAN FOR SPACING AT ADA SPACES), SEE DETAIL SHEET C505
23. AIR & WATER MACHINE, PROVIDED BY HOLIDAY STATIONSTORES VENDOR
24. EMERGENCY SHUT-OFF SWITCH, SEE FUEL PLAN
25. 35' FLAG POLE. SEE DETAIL SHEET C505.
26. OUTDOOR WHITE PAINTED STRIPES FOR NO-PARKING AREA, SEE DETAIL SHEET C505
27. FUEL ISLAND BOLLARD, SEE FUEL CANOPY PLANS
28. APPROXIMATE LIMITS OF UTILITY PIPE TRENCH, REPLACE FULL SECTION OF EXISTING PAVEMENT
29. ABOVE GROUND PROPANE STORAGE TANK, PROVIDED BY OWNERS VENDOR
30. STOP SIGN AND STOP BAR
31. PAVEMENT DIRECTIONAL MARKING
32. CONCRETE PAVING, REFER TO FUEL CANOPY PLANS
33. CONCRETE PAVING, REFER TO FUEL/GAS PLANS
34. BUILDING ENTRANCE SECTION
35. TAPER CURB FROM 6" TO 0" REVEAL IN 5 FEET.
36. 4" WHITE STRIPE
37. INTERNAL DIRECTIONAL SIGN
38. BIKE RACK
39. CAR WASH DRYER TIMER
40. CAR WASH KEYPAD & BOLLARD
41. CAR WASH CLEARANCE BAR
42. REAR ROOF ACCESS
43. BLACK COLORED CONCRETE (PARKING AREAS) COLOR BY CIRCLE K
44. R.O.W. CURB AND GUTTER, SEE DETAIL SHEET C500
45. RIP-RAP OUTLET PROTECTION, SEE DETAIL SHEET C503
46. LOADING ZONE AREA (55'x10')

SITE LEGEND:

- (A) KEY NOTE
- (12) NUMBER OF PARKING SPACES
- CONCRETE
- PAVEMENT SECTION LIGHT-DUTY
- PAVEMENT SECTION HEAVY-DUTY
- RIPRAP
- PROPERTY SETBACK LINE
- PROPERTY LINE

N

0 50 100 150 FT
1" = 50' SCALE BAR

BERGMANN
ARCHITECTS ENGINEERS PLANNERS
280 East Broad street
Suite 200
Rochester, NY 14604
Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.

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Date Revised	Description

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
G. HARVEY, P.E.
PROJECT MANAGER
S. HARRISON
QUALITY CONTROL
S. HARRISON
DRAWN BY
C. CABRERA, P.E.
DATE
06/28/2022

PROJECT NAME
HOLIDAY STATIONSTORES LLC
NTI
SEC OF MAIN STREET &
MANITOWOC ROAD
NORTHERN TIER BU

2294 & 2296 MANITOWOC RD., 2261-2275 MAIN ST. GREEN BAY, WISCONSIN

HOLIDAY STATIONSTORES, LLC

PROJECT NUMBER
015362

SHEET TITLE
SITE PLAN

SHEET NUMBER
C100
8 OF 22

5200 NATIONAL PROTOTYPE

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 2, 2022	Madison Smith

AGENDA ITEM # P.7

To deny the request for a Conditional Use Permit (CUP) at 116 and 118 North Van Buren Street (Parcels: 9-139 & 1-140) to establish a surface parking lot use. (Public Hearing held 07/25/2022)

BACKGROUND

Primary Address: 116 and 118 N. Van Buren Street

Alderperson / Disctrict: Ald. Randy Scannell / District 7

Reason for Request: To establish the use of a parking lot as a principal use in an Office Residential district.

Surrounding Zoning and Land Uses:
SUBJECT: Office Residential (OR) - Undeveloped
NORTH: Office Residential (OR) - Low Density Residential
SOUTH: Commercial One (C1) - Business/Retail
EAST: Office Residential (OR) - Low Density Residential
WEST: Office Residential (OR) - Residential/Office

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for medium intensity retail, office space, or housing.

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

Report: The request is to allow a conditional use permit located at 116 and 118 N. Van Buren Street in the City of Green Bay (tax parcel 9-139 and 9-140) to allow for a parking lot as a principal use in the OR district. This application was submitted by Michael Savolt, on behalf of Casabnor Properties LLC.

The two parcels are currently undeveloped residential green space and zoned as Office Residential (OR). This application was submitted by Tax Management Services, Inc. with the intent of combining the 116 and 118 N. Van Buren Street parcels and creating a parking lot for employees and clients.

A parking lot is permitted in the OR district as a principal use if granted a conditional use permit. Staff discussed substantial evidence that the location is not fit for a parking lot and the number of stalls with the proposed addition would be small based on the small acreage: 0.061 and 0.049. The location currently has adequate parking for the intended size and type of businesses and also appropriate on-street parking. There are currently 19 stalls and two (2) cross hatched by the sidewalk on N. Van Buren Street. The minimum is 16 stalls as per code.

The applicant has expressed the need for additional parking to service a safe space for vehicles during busy seasonal times. Currently, Tax Management Services, located at 828 Cherry Street, has a variance from the Green Bay Parking Utility allowing additional parking on N. Van Buren Street during the tax season, allowing the business to continue operations without moving cars. The applicant expressed that the seasonal variance has greatly helped, although, with the growth of the business, extra parking is still needed year-round. Other businesses, such as Executive Mortgage, have expressed interest in the proposed location as a parking lot. The applicant notes the need for additional parking has increased for both businesses.

The applicant has sought other options for parking on Cherry Street and using the Church parking lot behind; but, has issues and concerns with these parking locations. During the busiest times, there are 20-25 employees and 8-10 clients a day. Tax Service Management would like to stay downtown and additional parking would help allow that. A conditional use permit for a parking lot would need to complete the process of a formal site review. The Office-Residential (OR) District is a transitional mixed-use district intended for the edges of downtown or segments of commercial corridors where there is some development pressure to convert residential uses to offices. Small offices and service establishments are permitted as of right in compliance with specific design standards, while larger or more intense office, service, or limited retail would be allowed by conditional use permit. This district is zoned to encourage small establishments and limit paved surfaces, such as parking lots. When studying the growth and potential of this area, staff look for improvements that benefit the area and improve value. Being zoned OR does not allow parking lots to be a principal use and staff do not encourage additional impervious space on 116 and 118 N. Van Buren Street. It is important to note that staff like to see local businesses grow. However, for the size of this business, staff believe there is enough parking on site per code. This undeveloped land proposed for the CUP has a greater potential for another primary land use.

There are specific land uses that cannot be properly classified in a district without consideration. Office Residential (OR) zoning district because of the impact of those uses upon neighboring land and of the public need for the particular use at the location. Such conditional uses fall into two categories:
(1) Uses publicly operated or traditionally affected by the public interest.
(2) Uses entirely private in character but of such an unusual nature that their operation may give rise to unique problems with respect to their impact upon neighboring property or public facilities.

Conditional use approval may be recommended by the Plan Commission with reasonable consideration of the following:
(1) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
(2) The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
(3) The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
(4) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
(5) Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
(6) Adequate parking facilities as specified in Article XVIII of Section 44-83 within the Municipal Code.
(7) The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

Planning staff is recommending denial of the request for a CUP for a parking lot located at 116 and 118 N. Van Buren Street. Staff does not agree with the proposed land use of a parking lot as a principal use on the two parcels listed. Based on the criteria for a conditional use permit, the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. This use is entirely private and may create potential problems in the future given its

permanency and negatively impact neighboring properties. At this time, staff did not receive concepts of a site plan or renderings. Staff are in support of adequate parking facilities but believe these parcels do not meet the criteria for a permanent parking lot in and OR zoning district.

Ald. Randy Scannell, District 7, the Whitney Park Neighborhood Association and adjacent property owners within 200 ft. of the property have been notified of the request. A zoning action sign has been placed on the property. As of the drafting of this report, staff has not received any calls regarding the request.

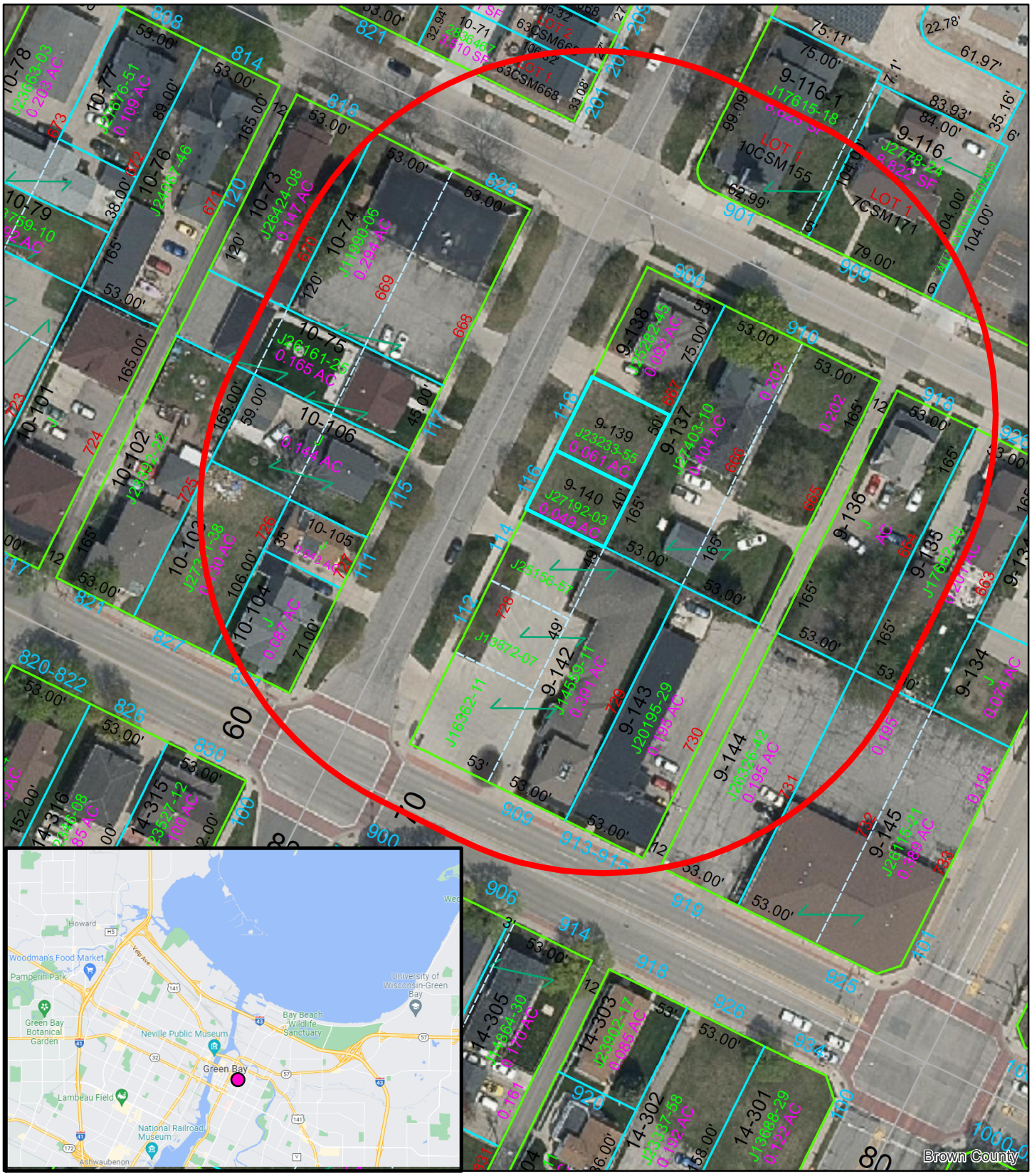
RECOMMENDATION

Denial of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-22 Color Map
2. ZP 22-22, City Action Form
3. ZP 22-22 Zoning Map
4. ZP 22-22 Future Landuse Map



N

(ZP 22-22) Zoning Petition
Conditional Use Permit
116 & 118 N Van Buren Street
Green Bay, WI, 54301

Feet
0 20 40 80

Parcel(s)

Location of Parcel

Notification Area 200'

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

Parcel Numbers:
9-140

REQUEST FOR CITY ACTION
PLAN COMMISSION

Community and Economic Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 116 & 118 N. Van Buren Street

Parcel Number(s): 9-139 & 9-140

Petitioner(s): Casabnor Properties LLC Date: 6/22/2022

Email: ellend@tmsmoney.com Phone Number: 920-632-4375

Address: 828 Cherry Street City: Green Bay State: WI Zip: 54301

Property Owner: Michael Savolt - Casabnor Properties LLC Phone Number: 920-432-1985

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Michael Savolt, respectfully request that the City of Green Bay take the following action:

- [ ] Rezone Property ($300.00 Review Fee)
- [x] Conditional Use and CUP Amendment, including Single Lot Duplexes ($300.00 Review Fee)
- [ ] PUD and PUD Amendments ($350.00 Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- [ ] Approve Preliminary Condominium Plat ($150.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Certified Survey Map ($150.00 Review Fee)
- [ ] Approve Final City/Extraterritorial Subdivision Plat ($100.00 Review Fee)
- [ ] Approve Final Condominium Plat ($100.00 Review Fee)
- [ ] Grant a City/Extraterritorial Subdivision/CSM Variance ($150.00 Review Fee)
- [ ] Grant a Postponement of Development Fees ($100.00 Review Fee) [Review by I&S and/or Park Committees]
- [ ] Development District Map Amendment ($200.00 Administration Fee)
- [ ] Official Map Amendment ($200.00 Administration Fee)
- [ ] Plat of Right-of-Way ($200.00 Administration Fee)
- [ ] Discontinue a Public Utility Easement ($200.00 Administration Fee)
- [ ] Street Name Change ($200.00 Administration Fee)
- [ ] Declare City Property "City Surplus" ($200.00 AdministrationFee)
- [ ] Vacate a Street/Alley/Pedestrian Way ($200.00 AdministrationFee) – PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Closure of Street/Alley/Pedestrian Way ($200 AdministrationFee) – PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Comprehensive Plan Amendments ($200.00 Review Fee)
- [ ] Other ($200.00 Administration Fee): _____

Owner Signature: Michael L Savolt Date: 6/22/2022

Petitioner Signature(s): _____ _____

Checklist of required attachments:

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

For office use only:
Review Fee: $300.- Receipt No.: _____ Zoning Petition No.: 22-22

REQUEST FOR CITY ACTION PLAN COMMISSION

PLEASE FILL OUT FOR:
VACATE OR CLOSE STREET/ALLEY/PEDESTRIAN WAY

Per WI State Statue 66.1003:

All owners who abut the area proposed for vacation or closure, including all members of LLCs or ownership groups, must sign below before submitting this application.

If you are **NOT** vacating or closing a full street/alley/pedestrian way, you must also get signatures from one-third of owners of parcels within 2,650 ft. of the end of the vacation/closure area.

SIGNATURE	PRINTED NAME	ADDRESS
Julie L Savolt	Julie Savolt	3220 Tam O Shanter Ct Green Bay WI 54311
Michael L Savolt	Michael L Savolt	" " " " "

Please contact the Community and Economic Development Department at (920) 448-3400 with any questions.

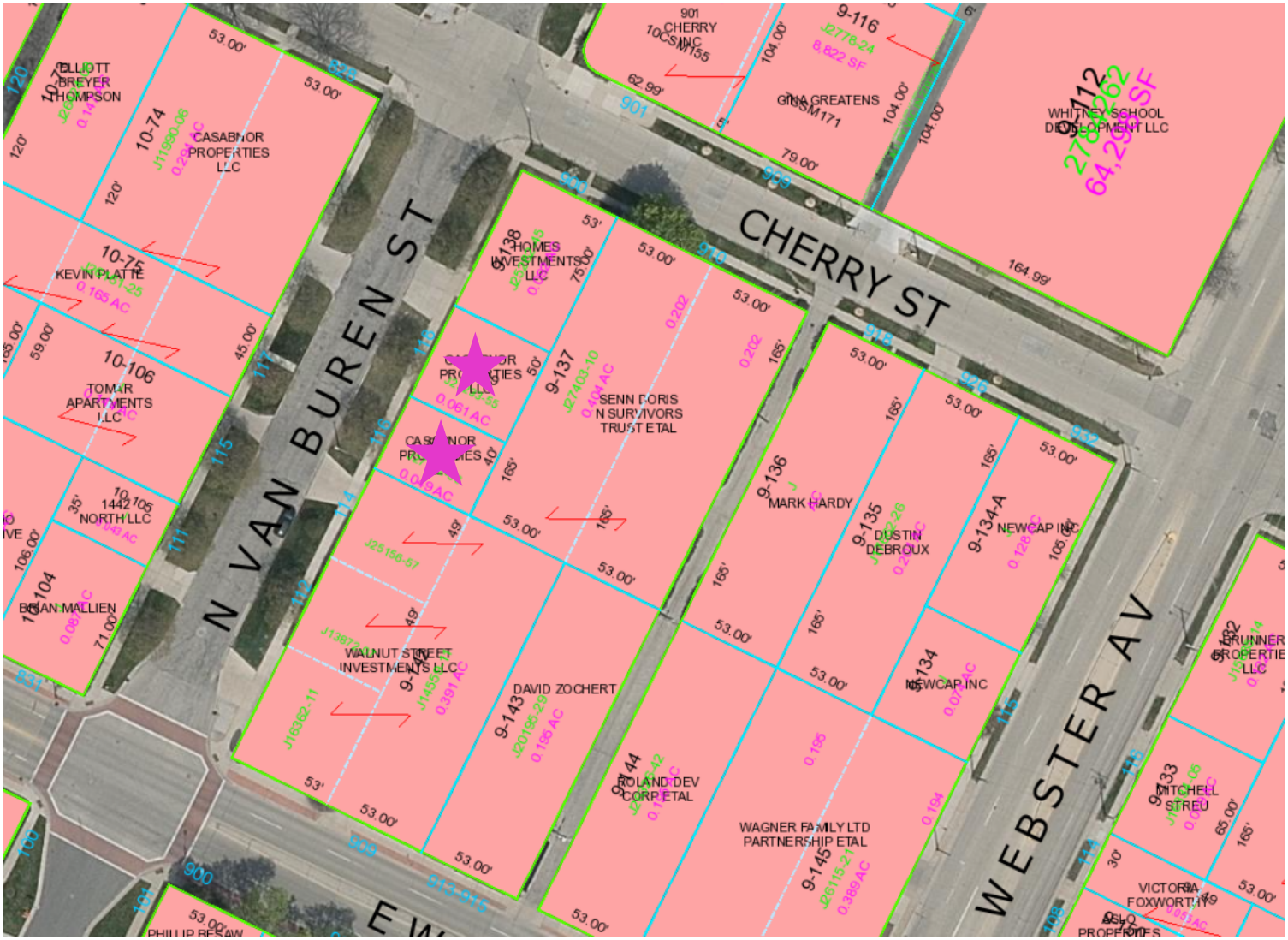
Current Zoning – Parcel #(s) 9-140, 9-139, 116 & 118 N Van Buren St, Green Bay

Zoning Legend

N

- RR - Rural Residential
- R1 - Low Density Residential-New Lots
- R2 - Medium Density Residential
- R3 - Varied Density Residential
- OR - Office Residential
- NC - Neighborhood Commercial
- C1 - Commercial One
- C2 - Commercial Two
- C3 - Commercial Three
- D1 - Downtown One
- D2 - Downtown Two
- GI - General Industry
- S-RLI - Special District Light Industry
- LI - Light Industry
- BP - Business Park
- PI - Public Property / Institutional
- CON - Conservancy

Future Landuse – Parcel #(s) 9-140, 9-139, 116 & 118 N Van Buren St, Green Bay



Future Landuse Legend

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

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 2, 2022	Stephanie Hummel, Staff

AGENDA ITEM # P.8

To approve a street name change for the 3700 Block of Finger Road to Vital Place, subject to the following conditions:

1. The petitioner shall provide a complete legal description(s) for all properties adjacent to the Street Name Change area, including tax parcel numbers. The description(s) must meet the requirements for documents that will be recorded with the Brown County Register of Deeds.
2. This segment shall be named Vital Place. (Public Hearing held 07/25/2022)

BACKGROUND

Primary Address: 3700 Block Finger Road, east of Grandview Road

Alderperson/District: Ald. Grant, District 1 & Ald. Hutchison, District 2

Report: This request for a Street Name Change was received from a new property owner along the 3700 Block of Finger Road, Carnivore Meats. This portion of Finger Road is a cul-de-sac (approximately 600 ft. long); however, Finger Road continues east after this cul-de-sac. The attached map shows this area and associated naming. The request was originally to rename this portion of Finger Road to Vital Essentials Court after a product of Carnivore Meats.

After review of the City code by DPW, it was determined that Vital Essentials Court exceeded the City's maximum character amount for a road name (13 characters). The applicant amended their request to Vital Way. This was originally thought to be appropriate, but further review by the Traffic Engineer revealed that it must be "Place" or "Court" as those are the appropriate designations for cul-de-sac roads. This is reflected in the staff's conditions of approval.

Initially, staff were concerned about splitting up Finger Road, since it continues east and could be confusing for emergency services. However, since there is no connection between this segment and the rest of Finger Road headed east, we believe it will work better in the long run with GPS to avoid navigating traffic along the unimproved right-of-way that exists after the cul-de-sac.

A review memo was sent to the following agencies, as well as the impacted alders. All adjacent properties are owned by the City; no other owners are affected by this request.

WisDOT, Division of Highways – No Objection
U.S. Postal Service – No Response
Time Warner Cable – No Response
AT&T – No Response
Wisconsin Public Service – No Objection
Mobilitie – No Response

Charter – No Response
Green Bay Park, Recreation & Forestry – No Response
Green Bay Department of Public Works – **Conditions Included**
Green Bay Police Chief – No Response (07/25/2022 - No objection)
Green Bay Fire Chief – No Response (07/25/2022 - No objection)
Green Bay Water Utility – No Objection
Green Bay City Assessor – No Response
Green Bay City Clerk – No Objection
Green Bay Department of Inspection – No Response
Green Bay Area Public Schools – No Objection
NEW Water – No Objection
Brown County PALS/E 911 – No Response
Brown County Sheriff, Traffic – No Response
Brown County Treasurer – No Response
Brown County Health – No Response

RECOMMENDATION

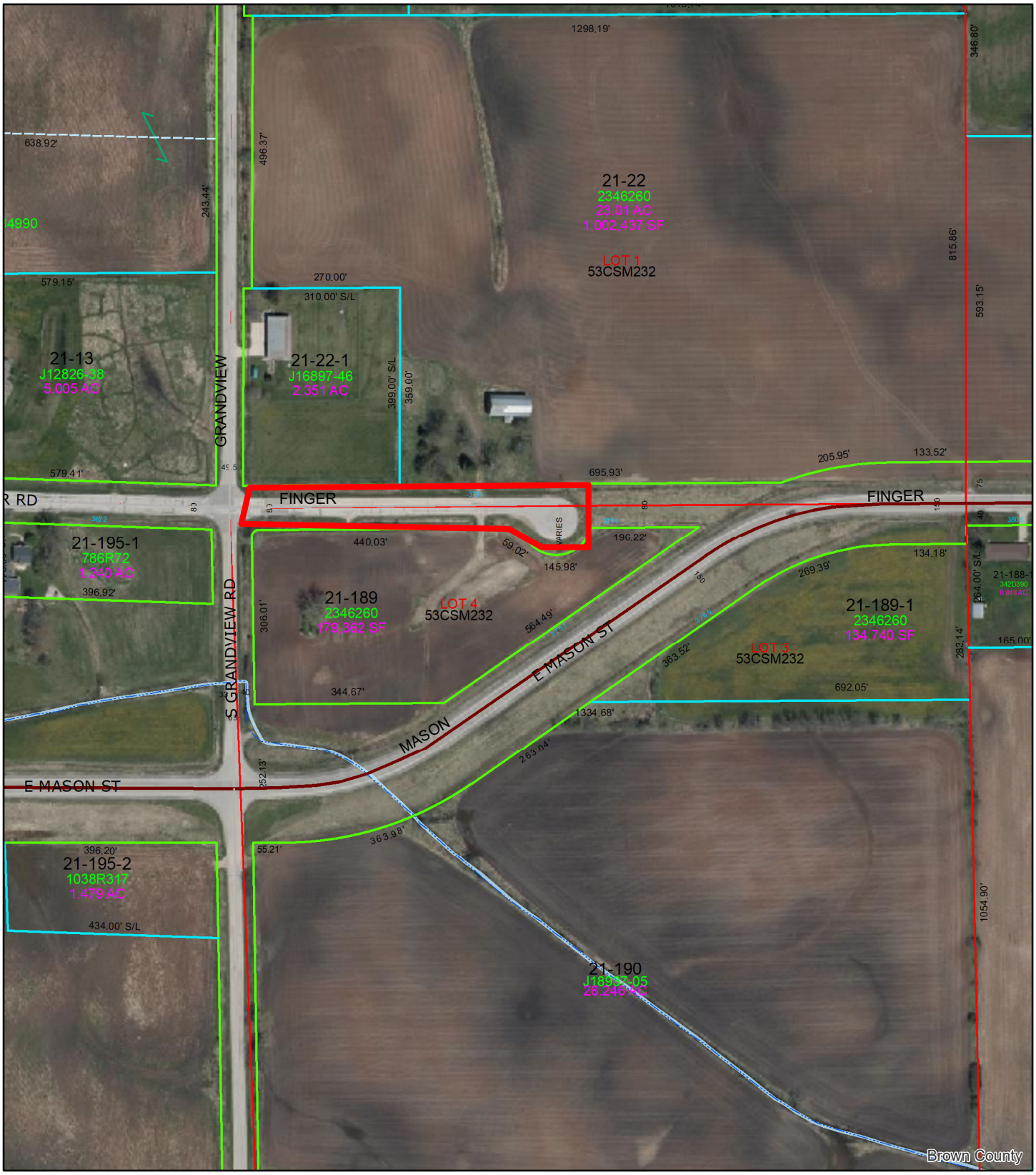
Approval of the request, subject to the following conditions:

1. The petitioner shall provide a complete legal description(s) for all properties adjacent to the Street Name Change area, including tax parcel numbers. The description(s) must meet the requirements for documents that will be recorded with the Brown County Register of Deeds.
2. Cul-de-sacs shall be either Place or Court, per Section 36-427(1) of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. SNC 22-01 Map
2. SNC 22-01 Site Plan - ALTA
3. SNC 22-01 Applicant Narrative
4. SNC 22-01 Application



(SNC 22-01) Portion of Finger Road to Vital Essentials Court

Feet
0 70 140 280
N

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 06 Jul 2022 X:\Planning\Basemaps\template_8.5x11.mxd

Name Change Area

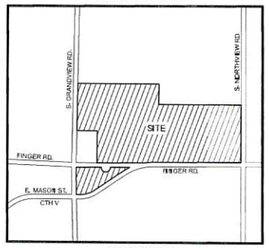
ALTA/NSPS

LAND TITLE SURVEY

100 50 0 100 200 300

GRAPHIC SCALE

VICINITY MAP



NOT TO SCALE

SURVEYOR CERTIFICATION

TO:
CARNIVORE MEAT COMPANY, LLC, A WISCONSIN LIMITED LIABILITY COMPANY;
LIBERTY TITLE AND ABSTRACT, INC.;
STEWART TITLE GUARANTY COMPANY;
CITY OF GREEN BAY, A MUNICIPAL CORPORATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 5, 8, 11(A), 11(B) & 16 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON APRIL 15, 2022.

DATE: MAY 20, 2022

SIGNED: _____
RANDALL J. OETTINGER PLS-2349

WISCONSIN RANDALL J. OETTINGER S-2349 Green Bay, WI LAND SURVEYOR

NORTH IS REFERENCED TO THE NORTH RIGHT OF WAY OF C.T.H. V / FINGER ROAD WHICH BEARS S89°38'01"W.

BEARINGS ARE REFERENCED TO THE COUNTY COORDINATE SYSTEM OF RECORD.

ELEVATIONS REFERENCED TO THE CITY OF GREEN BAY DATUM.

TITLE COMMITMENT FILE NO.: 61117

PARCEL I:
THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 23 NORTH, RANGE 21 EAST, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPTING THEREFROM ANY PORTION THEREOF BEING USED AND/OR PREVIOUSLY CONVEYED FOR ROAD PURPOSES.

PARCEL II:
THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 23 NORTH, RANGE 21 EAST, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 1; THENCE NORTH 89°38'01" EAST 310.00 FEET; THENCE NORTH 00°07'58" EAST 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°07'58" EAST, 359.00 FEET; THENCE SOUTH 89°38'01" WEST, 285.25 FEET; THENCE NORTH 00°07'58" EAST, 496.43 FEET; THENCE NORTH 89°49'54" EAST, 1313.44 FEET; THENCE SOUTH 00°04'03" EAST 850.87 FEET; THENCE SOUTH 89°38'01" WEST, 1031.20 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ANY PORTION THEREOF BEING USED AND/OR PREVIOUSLY CONVEYED FOR ROAD PURPOSES.

PARCEL III:
THE NORTH 11 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 21 EAST, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPTING THEREFROM ANY PORTION BEING USED AND/OR PREVIOUSLY CONVEYED FOR ROAD PURPOSES.

PROPERTY ADDRESS: 3731 FINGER ROAD, GREEN BAY, WI 54301 AND 3714 EAST MASON STREET, GREEN BAY, WI 54301.

TAX KEY NUMBERS: 21-22, 21-24 & 21-189

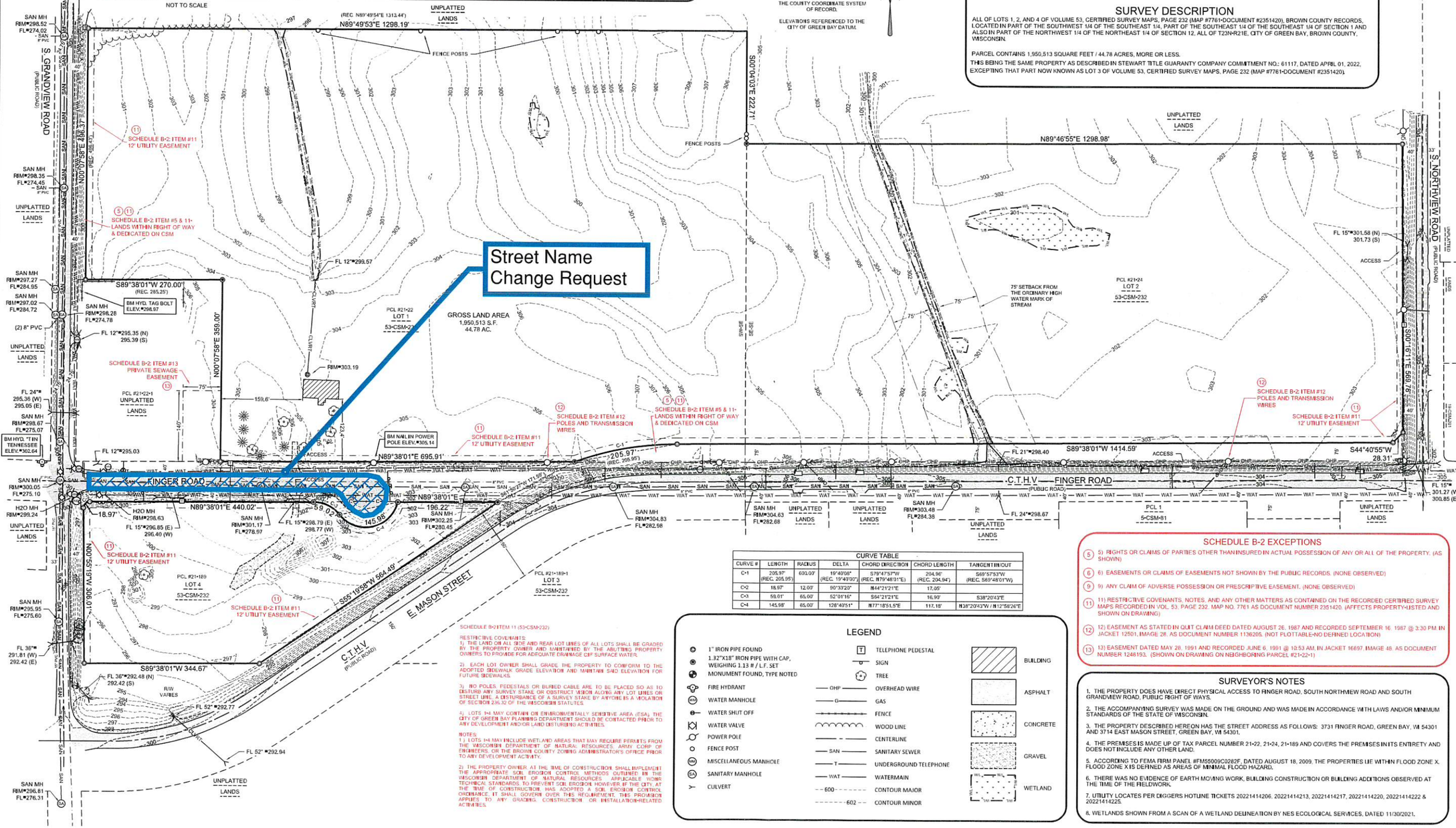
PROPERTY NOW KNOWN AS LOTS 1, 2 AND 4 OF VOLUME 53, CERTIFIED SURVEY MAPS, PAGE 232 (MAP #7761-DOCUMENT #2351420).

SURVEY DESCRIPTION

ALL OF LOTS 1, 2, AND 4 OF VOLUME 53, CERTIFIED SURVEY MAPS, PAGE 232 (MAP #7761-DOCUMENT #2351420), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1 AND ALSO IN PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, ALL OF T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

PARCEL CONTAINS 1,950,513 SQUARE FEET / 44.78 ACRES, MORE OR LESS.

THIS BEING THE SAME PROPERTY AS DESCRIBED IN STEWART TITLE GUARANTY COMPANY COMMITMENT NO.: 61117, DATED APRIL 01, 2022, EXCEPTING THAT PART NOW KNOWN AS LOT 3 OF VOLUME 53, CERTIFIED SURVEY MAPS, PAGE 232 (MAP #7761-DOCUMENT #2351420).



CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	TANGENT IN/OUT
C-1	205.97' (REC. 205.95')	630.07'	19°40'08" (REC. 19°40'00")	S79°47'53"W (REC. N79°48'01"E)	204.96' (REC. 204.94')	S69°57'53"W (REC. S69°48'01"W)
C-2	18.97'	12.00'	90°33'20"	N44°21'21"E	17.05'	
C-3	58.01'	65.00'	52°01'16"	S64°21'21"E	16.99'	S38°20'43"E
C-4	145.98'	65.00'	128°40'51"	N77°18'51.5"E	117.18'	N38°20'43"W / N12°58'26"E

LEGEND

- 1" IRON PIPE FOUND
- 1.32"X18" IRON PIPE WITH CAP, WEIGHING 1.13 #/LF. SET
- MONUMENT FOUND, TYPE NOTED
- FIRE HYDRANT
- WATER MANHOLE
- WATER SHUT OFF
- WATER VALVE
- POWER POLE
- FENCE POST
- MISCELLANEOUS MANHOLE
- SANITARY MANHOLE
- CULVERT
- TELEPHONE PEDESTAL
- SIGN
- TREE
- OHP — OVERHEAD WIRE
- G — GAS
- FENCE
- WOOD LINE
- CENTERLINE
- SAN — SANITARY SEWER
- T — UNDERGROUND TELEPHONE
- WAT — WATERMAIN
- 600 — CONTOUR MAJOR
- 602 — CONTOUR MINOR
- BUILDING
- ASPHALT
- CONCRETE
- GRAVEL
- WETLAND

SCHEDULE B-2 ITEM 11 (53-CSM-232)

RESTRICTIVE COVENANTS:
1) THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE PROPERTY OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE CAP SURFACE WATER.

2) EACH LOT OWNER SHALL GRADE THE PROPERTY TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.

3) NO POLES, PEDESTALS OR BURIED CABLE ARE TO BE PLACED SO AS TO DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINES OR STREET LINE. A DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF THE WISCONSIN STATUTES.

4) LOTS 1-4 MAY CONTAIN OR ENVIRONMENTALLY SENSITIVE AREA (ESA). THE CITY OF GREEN BAY PLANNING DEPARTMENT SHOULD BE CONTACTED PRIOR TO ANY DEVELOPMENT AND/OR LAND DISTURBING ACTIVITIES.

NOTES:
1.) LOTS 1-4 MAY INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

2) THE PROPERTY OWNER, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES APPLICABLE NOWR TECHNICAL STANDARDS TO PREVENT SOIL EROSION. HOWEVER, IF THE CITY, AT THE TIME OF CONSTRUCTION, HAS ADOPTED A SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION OR INSTALLATION-RELATED ACTIVITIES.

SCHEDULE B-2 EXCEPTIONS

5) 5) RIGHTS OR CLAIMS OF PARTIES OTHER THAN INSURED IN ACTUAL POSSESSION OF ANY OR ALL OF THE PROPERTY. (AS SHOWN)

6) 6) EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS. (NONE OBSERVED)

9) 9) ANY CLAIM OF ADVERSE POSSESSION OR PRESCRIPTIVE EASEMENT. (NONE OBSERVED)

11) 11) RESTRICTIVE COVENANTS, NOTES, AND ANY OTHER MATTERS AS CONTAINED ON THE RECORDED CERTIFIED SURVEY MAPS RECORDED IN VOL. 53, PAGE 232, MAP NO. 7761 AS DOCUMENT NUMBER 2351420. (AFFECTS PROPERTY-LISTED AND SHOWN ON DRAWING)

12) 12) EASEMENT AS STATED IN QUIT CLAIM DEED DATED AUGUST 26, 1987 AND RECORDED SEPTEMBER 16, 1987 @ 3:30 PM IN JACKET 12501, IMAGE 28, AS DOCUMENT NUMBER 1136205. (NOT PLOTTABLE-NO DEFINED LOCATION)

13) 13) EASEMENT DATED MAY 28, 1991 AND RECORDED JUNE 6, 1991 @ 10:53 AM, IN JACKET 16897, IMAGE 48, AS DOCUMENT NUMBER 1248193. (SHOWN ON DRAWING ON NEIGHBORING PARCEL #21-22-1)

SURVEYOR'S NOTES

1. THE PROPERTY DOES HAVE DIRECT PHYSICAL ACCESS TO FINGER ROAD, SOUTH NORTHVIEW ROAD AND SOUTH GRANDVIEW ROAD, PUBLIC RIGHT OF WAYS.

2. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF WISCONSIN.

3. THE PROPERTY DESCRIBED HEREON HAS THE STREET ADDRESS AS FOLLOWS: 3731 FINGER ROAD, GREEN BAY, WI 54301 AND 3714 EAST MASON STREET, GREEN BAY, WI 54301.

4. THE PREMISES IS MADE UP OF TAX PARCEL NUMBER 21-22, 21-24, 21-189 AND COVERS THE PREMISES IN ITS ENTIRETY AND DOES NOT INCLUDE ANY OTHER LAND.

5. ACCORDING TO FEMA FIRM PANEL #FM55009C0282F, DATED AUGUST 18, 2009, THE PROPERTIES LIE WITHIN FLOOD ZONE X. FLOOD ZONE X IS DEFINED AS AREAS OF MINIMAL FLOOD HAZARD.

6. THERE WAS NO EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED AT THE TIME OF THE FIELDWORK.

7. UTILITY LOCATES PER DIGGERS HOTLINE TICKETS 20221414206, 20221414213, 20221414217, 20221414220, 20221414222 & 20221414225.

8. WETLANDS SHOWN FROM A SCAN OF A WETLAND DELINEATION BY NES ECOLOGICAL SERVICES, DATED 11/30/2021.

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com

CARNIVORE MEATS

3731 & 3714 FINGER ROAD

ALTA/NSPS LAND TITLE SURVEY

NO.	REVISION DESCRIPTION

DATE: APRIL 20, 2022	
DRAFTED BY: RJO	
CHECKED BY: BRW / JSH	
PROJECT NO.: 1927-01-21	
DRAWING NUMBER	1680
SHEET NUMBER	
1	OF 1

Attachment to Request for City Action Plan Commission – Applicant Narrative

Location of Property: Finger Road east of Grandview, parcel number 21-22

Narrative to accompany the request for street name change

This narrative is to accompany the request to change the street name of the Finger Road cul de sac located east of Grandview Road to Vital Essentials Court.

The location is hatched in blue on the ALTA survey enclosed. The legal description of the development is indicated on the ALTA survey. Only the portion of Finger Road east of Grandview Road is included in the requested street name change.

The requested street will serve as the main entrance to the new corporate headquarters of the Carnivore Meat Company. The new corporate headquarters and manufacturing facility will be constructed on parcel 21-22 in 2022 and 2023. The new construction is in the design and permitting phase.

CMC 3731 Finger Road, LLC will acquire and develop the real estate property – tax parcels 21-22 and 21-24 (partial) – under the executed Development Agreement with the City of Green Bay 22-02.

CMC 3731 Finger Road, LLC will be closing on the property in the upcoming weeks. As such, this requests that the effective date of the street name change, if approved, be not before August 1, 2022.

REQUEST FOR CITY ACTION
PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: Finger Road east of Grandview Road

Parcel Number(s): 21-22

Petitioner(s): Lanny Viegut Date: 6/14/2022

Email: lanny@carnivoremeat.com Phone Number: 920-367-4060

Address: 2878 Ontario Road City: Green Bay State: WI Zip: 54311

Property Owner: (current) City of Green Bay; see narrative Phone Number: 920-367-4060

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Lanny Viegut, respectfully request that the City of Green Bay take the following action:

- [ ] Rezone Property ($300.00 Review Fee)
- [ ] Conditional Use and CUP Amendment, including Single Lot Duplexes ($300.00 Review Fee)
- [ ] PUD and PUD Amendments ($350.00 Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- [ ] Approve Preliminary Condominium Plat ($150.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Certified Survey Map ($150.00 Review Fee)
- [ ] Approve Final City/Extraterritorial Subdivision Plat ($100.00 Review Fee)
- [ ] Approve Final Condominium Plat ($100.00 Review Fee)
- [ ] Grant a City/Extraterritorial Subdivision/CSM Variance ($150.00 Review Fee)
- [ ] Grant a Postponement of Development Fees ($100.00 Review Fee) [Review by I&S and/or Park Committees]
- [ ] Development District Map Amendment ($200.00 Administration Fee)
- [ ] Official Map Amendment ($200.00 Administration Fee)
- [ ] Plat of Right-of-Way ($200.00 Administration Fee)
- [ ] Discontinue a Public Utility Easement ($200.00 Administration Fee)
- [x] Street Name Change ($200.00 Administration Fee)
- [ ] Declare City Property "City Surplus" ($200.00 Administration Fee)
- [ ] Vacate a Street/Alley/Pedestrian Way ($200.00 Administration Fee) – PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Closure of Street/Alley/Pedestrian Way ($200 Administration Fee) – PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Comprehensive Plan Amendments ($200.00 Review Fee)
- [ ] Other ($200.00 Administration Fee): _____

Owner Signature: Lanny Viegut Date: 6/20/22

Petitioner Signature(s): _____ _____

Checklist of required attachments:

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

For office use only:
Review Fee:_____ Receipt No.:_____ Zoning Petition No.: SNC 22-01

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # Q.1

To rescind the personal property taxes for account #30003 Baker and Macarthur, Inc. for a total of $84.32.

BACKGROUND

Two personal property accounts were created in error for the same business.
The 2021 assessed value of the personal property was $3,400
The corrected 2021 personal property assessment is $0

The initial correction was made for the incorrect account #30039.
This request replaces the Finance Committee 5/24/2022 request to refund and rescind personal property #30039 Baker and Macarthur, Inc for a total of $444.82.

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

1. Resolution to rescind #30003 Baker

Office of the City Assessor

DATE: 7/8/2022

TO: Finance Committee
City of Green Bay

FROM: Alex Drews
Appraiser

RE: Adjustment of **2021** PERSONAL PROPERTY Tax Bill

Please be advised that I am recommending that the **2021** tax bill be adjusted for the following PERSONAL PROPERTY account:

ACCT #	BUSINESS NAME	ADDRESS
30003	Some Place Else (Tavern)	1699 E Mason St

Reason: Two personal property accounts were created in error for the same business. The initial correction was made for the incorrect account. Delete correct duplicate account.

The 2021 assessed value of the personal property was $3,400
The corrected 2021 personal property assessment is $0

Refund taxes according to this adjustment.

Cc: Diana Ellenbecker

100 North Jefferson Street ❖ Room 102 ❖ Green Bay, WI 54301-5026 ❖ 920.448.3066 ❖ Fax 920.448.3140
www.greenbaywi.gov

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1

Assessment year	Co-muni code	Municipality	County
2021	05 – 231	CITY OF GREEN BAY	BROWN

2 ☐ Real estate parcel no. ☒ Personal property account no.

30003

Is this parcel in a TID? ☒ No ☐ Yes TID no.

3 Property owner name: BAKER AND MACARTHUR INC

Personal property category *(see instructions)*: 4 All other Personal Property not Exempt

4 Real Estate

Assessment BEFORE Adjustment				Assessment AFTER Adjustment				(g) Total Assessment Difference (c - f)
Class	(a) Land	(b) Improvement	(c) Total (a + b)	Class	(d) Land	(e) Improvement	(f) Total (d + e)	
								0
								0
								0
								0
								0
Total								0

5 Personal Property

☒ Non-manufacturing ☐ Manufacturing

BEFORE Adjustment	AFTER Adjustment	Difference
3,400	0	3,400

6 Total manufacturing interest refund/rescinded

(a)	(b) = (a) x .80	(c) = (a) x .20
	0	0

7 Net taxes rescinded or refunded to be charged back to taxing jurisdictions – EXCLUDING INTEREST

	Code	Name of Taxing Jurisdictions		Net Tax
a.		State of Wisconsin		
b.		County	BROWN	
c.1	05 – 5040	Special district	GREEN BAY METRO SEWER DISTRICT	
c.2	–	Special district	< Select a District >	
d.		Local	CITY OF GREEN BAY	
e.	05 – 2289	School district	GREEN BAY	
f.	–	Union high school district		
g.	1300	Technical college district	NORTHEAST WISCONSIN TECH COLLEGE GNBY	
h.		Total net tax rescinded or refunded – EXCLUDING INTEREST *(This amount is after School Levy Tax Credit.)*		

8 Select the appropriate statute and explanation why these taxes were rescinded or refunded.

Statute no(s). 70.43 - Assessor correction of error Explanation: Double assessment

Additional explanation: *(If you need more space, include as an attachment)*

Two personal property accounts were created in error for the same business. Initial correction was made for the incorrect account. Delete correct duplicate account.

9

Preparer name	Email
ALEX DREWS	ALEX.DREWS@GREENBAYWI.GOV
	Daytime phone (920) 448-3074

PERSONAL PROPERTY TAX BILL FOR 2021

CITY OF GREEN BAY

Bill #: 835374
Parcel #: 30003
Alt. Parcel #:

BAKER & MACARTHUR INC
WILLIAM BAKER
1699 E MASON ST
GREEN BAY WI 54302

Total Due For Full Payment
By January 31, 2022
$84.32

- - OR - -

Pay First Installment
By January 31, 2022
$84.32

Make Check Payable and Mail to:
CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY WI 54301-5026
(920) 448-3055

Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

PAYMENT METHODS AND LOCATIONS:

MAIL: City of Green Bay, Tax Collection, 100 N Jefferson St, Room 106
Green Bay, WI 54301-5026

ONLINE: www.browncountywi.gov/propertytax
VPS Convenience Fees: E-check $1.25, Personal Visa Debit Cards $3.95, and
Credit Cards/Other Debit Cards 2.55%

IN PERSON: City Hall Clerk's Office (available Mon-Fri 8:00AM-4:30PM, except holidays)
Parking is available at the hooded meter spots on north-side of City Hall
DROP BOX: Located on the Northeast entrance of City Hall (available any time)

NOTE: **Receipts are available to view and print for no charge at**
www.browncountywi.gov/propertytax

Property Address
1699 E MASON ST

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2021
CITY OF GREEN BAY
BROWN COUNTY

BILL NO. 835374
Correspondence should refer to parcel number
PARCEL#: 30003

SEQ# 195

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.
Personal	Property	3,400	0.7945	Personal	Property	4,300

☐ A star in this box means unpaid prior year taxes

Taxing Jurisdiction	2020 Est. State Aids Allocated Tax Dist.	2021 Est. State Aids Allocated Tax Dist.	2020 Net Tax	2021 Net Tax	% Tax Change
CITY OF GREEN BAY	20,717,154	20,996,476	26.26	33.31	26.8%
NORTHEAST WI VTAE	6,766,480	7,132,654	2.49	3.16	26.9%
GREEN BAY SCH DIST	142,576,159	147,850,851	25.67	32.38	26.1%
BROWN COUNTY	2,460,375	2,501,522	12.07	15.47	28.2%
Total	172,520,168	178,481,503	66.49	84.32	26.8%
	First Dollar Credit				
	Lottery & Gaming Credit				
	Net Property Tax		66.49	84.32	26.8%

Gross Property Tax	84.32
First Dollar Credit	
Lottery Credit	
Net Property Tax	84.32

TOTAL DUE FOR FULL PAYMENT
PAY BY **January 31, 2022**
▶ **$** 84.32

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

PA-685/3 (R. 8-15)

School taxes reduced by school levy tax credit $6.24

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Rate
(Does NOT reflect credits)
0.024800104

BAKER & MACARTHUR INC
WILLIAM BAKER
1699 E MASON ST
GREEN BAY WI 54302

RETAIN THIS PORTION AS YOUR COPY

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
GREEN BAY SCH DIST	8,154,993.00	4.33	2027
GREEN BAY SCH DIST	11,573,235.00	6.15	2027

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

NOTE:

CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY WI 54301-5026

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

TAX BILL ENCLOSED
for 30003

FORWARDING SERVICE REQUESTED

BAKER & MACARTHUR INC
WILLIAM BAKER
1699 E MASON ST
GREEN BAY WI 54302

RESOLUTION AUTHORIZING CANCELLATION OF 2021 PERSONAL PROPERTY TAXES

August 2, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to the recommendation of the Finance Committee at its meeting of July 26, 2022, the personal property taxes for 2021 for the following account numbers are hereby cancelled.

Account	Year	Amount	Action
30003	2021	$84.32	Rescind

Baker & Macarthur Inc, 1699 E Mason St

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # Q.2

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

BACKGROUND

Equipment sent back to the 10-33 program highlighted in green. Some of the categories updated to use plain language instead military terms.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1033 Inventory Plain Language

ITEM NAME	PLAIN LANGUAGE	QTY	UNIT COST	TOTAL VALUE	SN	SHIP DATE	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$499.00	$499.00	5438284	April 30, 1996	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$499.00	$499.00	5439375	April 30, 1996	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$499.00	$499.00	5440555	April 30, 1996	
RIFLE,7.62 MILLIMETER	M14 RIFLE	1	$138.00	$138.00	1038191	November 17, 2006	
RIFLE,7.62 MILLIMETER	M14 RIFLE	1	$138.00	$138.00	1243683	November 17, 2006	
RIFLE,7.62 MILLIMETER	M14 RIFLE	1	$138.00	$138.00	855711	November 17, 2006	
RIFLE,7.62 MILLIMETER	M14 RIFLE	1	$138.00	$138.00	857636	November 17, 2006	
RIFLE,7.62 MILLIMETER	M14 RIFLE	1	$138.00	$138.00	861413	November 17, 2006	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	025880	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	026893	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	051003	August 30, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	051293	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	056917	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	059120	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	068379	August 30, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	228560	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	229472	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	234274	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	265740	August 30, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	306382	August 30, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	316519	August 30, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	4012646	August 30, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	4023317	August 30, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	4033138	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	4038777	August 30, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	4041942	August 30, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	4042531	August 30, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	4045751	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	4047227	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	4255452	August 30, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$120.00	$120.00	4278629	August 31, 2010	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	10581410	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	1901244	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	4416523	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6294883	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6313202	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6313852	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6375124	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6376982	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6380244	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6381249	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6382830	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6383992	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6384000	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6386100	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6390316	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6393805	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6393842	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6421645	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6424477	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6482747	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6531810	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	6531813	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7031047	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7050587	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7229818	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7244659	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357394	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357395	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357397	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357398	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357401	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357457	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357468	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357560	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357594	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357629	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357633	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357652	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357681	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7357697	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7375461	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7394271	November 19, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7398126	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7455839	November 18, 2014	
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	$749.00	$749.00	7455859	November 19, 2014	
ADAPTER RAIL,WEAPON MOUNTED,M4	QUAD RAIL ADAPTER FOR M4 RIFLE	35	$81.18	$6,088.50	NULL	July 2, 2019	Quantity reduced from 75 to 35
RANGE FINDER-TARGET DESIGNATOR,LASER	LONG RANGE BINOCULARS WITH THERMAL CAPABILITY	2	$73,929.00	$147,858.00	120088120092	July 11, 2019	
SIGHT,REFLEX	AIMPOINT M4S RED DOT SIGHT	10	$446.00	$4,460.00		August 8, 2019	
DIVER'S SUIT	DRY SUIT FOR DIVE TEAM	10	$1,122.75	$11,227.50		January 23, 2020	
ILLUMINATOR,INTEGRATED,SMALL ARMS	INFRARED LASER FOR RIFLES	27	$870.00	$40,890.00		November 14, 2017	Quantity reduced from 47 to 27
VIEWER,NIGHT VISION	SHORT RANGE THERMAL VIEWER	6	$19,038.32	$152,306.56		March 13, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	NIGHT VISION SNIPER SCOPE	1	$8,795.00	$8,795.00	0173D	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	NIGHT VISION SNIPER SCOPE	1	$8,795.00	$8,795.00	20444	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	NIGHT VISION SNIPER SCOPE	1	$8,795.00	$8,795.00	21470	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	NIGHT VISION SNIPER SCOPE	1	$8,795.00	$8,795.00	23344	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	NIGHT VISION SNIPER SCOPE	1	$8,795.00	$8,795.00	23640	July 31, 2019	
SIGHT, BORE, OPTICAL	ACOG RIFLE SCOPE	4	$865.00	$3,460.00		December 21, 2020	
TRUCK, MULTISTOP DELIVERY	STEP VAN OR DELIVERY TRUCK	1	39,087.00	39,087.00		September 15, 2021	
CLOTHING, SPECIAL...	BALACLAVA	40	$13.00	$520.00		January 11, 2022	
SPEAKER, COMMUNICATIONS EQUIPMENT	PA SPEAKER	1	$600.00	$600.00		February 23, 2022	
BARRIER, VEHICLE ARRESTING PORTABLE	VEHICLE BARRIERS	4	$26,592.18	$106,368.72		March 8, 2022	
CAMERA, DIGITAL	DIGITAL SLR CAMERA	1	$400.00	$400.00		March 10, 2022	
TRUCK, CARRYALL	MIDSIZE SUV	1	$26,435	$26,435.00		March 30, 2022	

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # Q.3

To approve the purchase of two (2) Mercury Outboard Motors 250XL replacements for Police Boat 109.

BACKGROUND

Part of the 2022 budget.

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

1. Police request for Approval for Purchase 2 outboards Fin Comte

Purchasing Department
100 North Jefferson Street • Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

07/14/2022

Finance Committee 07/26/2022

Consideration with possible action of approval on the Purchase of two (2) Mercury Outboard Motors 250XL replacements for Police Boat 109. Motors are going to be purchased directly from Mercury Marine off a Government Pricing Schedule.

Total Price for two (2) 250XL Mercury Outboards $36,064.79
Lead Time on this Purchased is estimated to be 54 weeks.
2022 Budget Funds

Respectfully Submitted,

Thomas J. Walenski
Procurement Manager
City of Green Bay

QUOTE/PROFORMA

Deliver To:

Quote Number: 11217670

Quote Date: 10-MAR-22

Salesperson: Abell, Patricia A

Expiration Date: 15-MAY-22

Currency: USD

Bill To : 69442
Green Bay Police Department
307 S Adam St
Green Bay, WI 54301
United States

Ship To: Green Bay Police Department
307 S Adam St
Green Bay, WI 54301
United States

BOAT #109

Customer PO	Number Line	Item	Date Request	Qty Ord	Unit	Selling Price	Extended Price	Weight (LBS)	Volume (FT3)
Payment Terms	60 Net								
	1	12500013A - 250XL DTS	10-MAR-22	1	Each	16,617.00	16,617.00	850	85
	2	12500017A - 250CXL DTS	10-MAR-22	1	Each	16,973.00	16,973.00	856	85
	3	8M0079499 - R/C CONSL KT-DUAL	10-MAR-22	1	Each	2,474.79	2,474.79	32.5	3.56

Quote Total 36,064.79

Weight: (LBS) 1738.5
Volume: (FT3) 173.56

Please sign this page to confirm that you are in agreement with the price above.

Client signature

Prices and approximate shipping expenses are subject to change and actual prices and charges will be invoiced at date of shipment. Since freight, insurance, forwarder and other fees are estimates, it is preferrable that Letters of Credit be opened for total value amount, plus transportation as indicated above. Please allow transshipment and partial shipments, as some of the merchandise may be backordered. Establish validity of credit for as long as possible, with a minimum of 90 days. All banking charges incurred in or outside the U.S. are for the applicant's a/c.

If you have any questions in regards to this order acknowledgement please contact your Mercury Sales Representative

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

TO : Purchasing Division/Administrative Services **DATE:** 06/20/22

FROM: Department/Division Police Department **REQUISITION #**

List "No Substitute" Item(s) here:

Engine Replacments (2) for Boat #109

Select One:

- [x] 1) One Time Purchase — Estimated Cost: $ $36,065
- [ ] 2) Annual Commodity purchase: — Estimated annual cost: $
- [ ] 3) Item may be purchased again: — Indicate term: Estimated Annual Cost: $

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

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

- [ ] 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- [x] 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- [ ] 3. Item(s) is (are) only acceptable replacement part(s) known for (Identify)
- [ ] 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- [ ] 5. Safety:
- [ ] 6. Other:

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

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

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

Our Marine Unit Team solicited a direct quote from Mercury for the replacement of the 2 engines on Boat #109. The engines quoted are the exact make and model of the current engines. No substitutes due to working capabilities with the boat's current drive train equipment. Recomend direct purchase from Mercury as this is government pricing. Quote does not include removal of old equipment and installation of new equipment (We have a quote from a local vendor). Please refer to attached support documents. Approved 2022 budget funds. GBPD contact is Lt. Jordan Atlas.

Approvals:

Requestor: Date: 6-23-22

Department Head: Date: 06/23/2022

Purchasing Manager: Date:

Contract Buy – S.S. not required T.W. 6/23

H:\Forms\No Substitute Approval form.doc

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # Q.4

To approve the acceptance of the City-wide Comprehensive Energy Planning/PCS Energy Innovation Grant of $87,000 with a local match of $56,000.

BACKGROUND

-Development of community-wide energy action plan to reduce energy usage and carbon emissions.
-Grant project will be carried out by the grant partners: Staff from Public Works, CED, IT, GB Water Utility, GB Metro Transit, and Slipstream (consultant).
-Local match: In-kind labor hours from Resiliency Coordinator, Planning Department, IT, Green Bay Water Utility, Green Bay Transit, and Slipstream.
-Local match: Financial contribution of $15,000 from DPW, $5,000 Green Bay Metro Transit, $5,000 Green Bay Water Utility, and $1,000 Sisters of St. Francis of the Holy Cross.
-Additional hours to support this grant have been pledged by UWGB, NWTC, and Green Bay Sustainability Commission.

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

1. City-wide energy planning innovation grant

GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: Public Works **DATE:** 4/25/2022

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Melissa Schmitz/Resiliency Coordinator

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: City-wide Comprehensive Energy Planning/PSC Energy Innovation Grant Program

AMOUNT OF GRANT REQUEST: $87,000 **LOCAL MATCH REQUIREMENT:** $56,000

SOURCE OF MATCH: ☐ General Fund ☐ Non-General Fund ☒ Not Applicable

15

TIMEFRAME OF GRANT: 08/02/2022 through 06/30/2023

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): Development of community-wide energy action plan to reduce energy usage and carbon emissions.

How does the grant meet City/Department needs? Supports the City's climate goal of 100% clean energy carbon neutrality by 2050.

What are the personnel requirements (include both existing and new staff) of the grant? Grant project will be carried out by the grant partners: Staff from Public Works, CED, IT, GB Water Utility, GB Metro Transit, and Slipstream (consultant).

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; emailto:PamelaMa@greenbaywi.gov)

AMOUNT OF GRANT AWARD: $87,000 **CFDA/STATE ID #:** _____

LOCAL MATCH REQUIREMENT: $56,000

Please describe the source of match, if applicable: Matching funds from Public Works, Transit, Water Utility, & Sisters of St. Francis of the Holy Cross

Please describe any major changes in proposed grant-funded activities: No changes.

Please describe what the grant money will be spent on: Grant money will be spent on consultant fees to implement grant activities.

PART	*TO:*	*DATE:*	*TO:*	*DATE:*
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee

Attachment B
Budget Sheet

City of Green Bay
Green Bay Citywide Energy Planning

Summary of Project Budget				
Line	**Description**	**PSC Grant Request**	**Applicant Cost Share**	**Total Project Cost**
1	Personnel		$25,272	$25,272
2	Fringe			$0
3	Equipment			$0
4	Supplies	$5,000		$5,000
5	Travel			$0
6	Contractual	$82,000	$31,000	$113,000
7	Other			$0
8	Indirect			$0
	Totals	$87,000	$56,272	$143,272
	% of Total	**61%**	**39%**	

Applicant Comments:

•The applicant cost share value includes a contribution from each of the applicant entities. The City of Green Bay has committed 416 hours from the Resiliency Coordinator at an hourly rate of $32, 20 hours from the Planning department at a rate of $33, and 40 hours from IT at a rate of $32.50. This amounts to $15,272. The Green Bay Water Utility and Green Bay Transit both committed $5,000 in in-kind labor hours.

•The supplies line will be grant-funded and will cover a postcard mailing to market the survey to residents. We will send postcards to roughly 20% of households in Green Bay or 8,500 households. At a cost of $0.59 per postcard, this amounts to $5,000.

•The $113,000 on the contractual line covers Slipstream's efforts on the project. The majority, $82,000, will be OEI-grant funded. An additional $25,000 represents financial contributions from the city, Green Water Utility, and Green Bay Metro Transit: Green Bay Department of Public Works will contribute $15,000, Green Bay Metro Transit will contribute $5,000 and Green Bay Water Utility will contribute $5,000. The Water Utility's contribution is subject to budget approval in 2023. The Sisters of St Francis of the Holy Cross also committed a $1,000 contribution towards the project. Slipstream will provide a $5,000 in-kind labor contribution.

•The grant will also have support from University of Wisconsin-Green Bay (UWGB) and Northeast Wisconsin Technical College (NWTC). UWGB has pledged 280 student intern hours and 40 faculty hours. NWTC has pledged 80 hours of student time. These hours have not been translated in a dollar value and are not included in the budget above.

•The Green Bay Sustainability Commission will also support the project. They will contribute 100 volunteer hours. These hours have not been translated in a dollar value and are not included in the budget above.

AGREEMENT

Between the

PUBLIC SERVICE COMMISSION OF WISCONSIN
OFFICE OF ENERGY INNOVATION

and

CITY OF GREEN BAY, WISCONSIN

THIS AGREEMENT is made and entered into by and between the Public Service Commission of Wisconsin Office of Energy Innovation ("OEI"), representing the State of Wisconsin, and **CITY OF GREEN BAY, WISCONSIN** ("Grant Recipient") (collectively "parties") for the Performance Period of the date this agreement is signed by the OEI and the Grant Recipient through **June 30, 2023.**

WHEREAS, on behalf of the State, the OEI administers the **Energy Innovation Grant Program** ("Program") to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the OEI has approved an award to the Grant Recipient in the amount of **$87,000.00** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grant Recipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grant Recipient and the OEI and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

1) This Agreement (including all attachments)
2) Scope of Work (ATTACHMENT A)
3) Budget (ATTACHMENT B)
4) Grant Recipient Proposal (as accepted by the OEI) (ATTACHMENT C)
5) Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009 (Mar 2009) ("ARRA Provisions") (ATTACHMENT D)
6) Order, dated (May 05, 2022), in docket 9709-FG-2021 awarding grants (PSC REF#: 437798)

BY: _____	**BY:** _____
Eric Genrich	**Kristy Nieto**
TITLE: Mayor	**TITLE: Administrator, Division of Digital Access, Consumer, and Environmental Affairs**
DATE: _____	**DATE:** _____

Catalog of Federal Domestic Assistance (**CFDA**) Number: 81.041 – "Recovery Act – State Energy Program Formula Grant"

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The OEI employee responsible for the administration of this Agreement shall be the Division of Business and Program Management Administrator or their designee and who shall represent the OEI's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grant Recipient's employee responsible for the administration of this Agreement shall be **Melissa M Schmitz**, who shall represent the Grant Recipient's interest regarding Agreement performance, financial records and related considerations. The OEI shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. The Grant Recipient shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct. In addition, the Grant Recipient pledges to abide by and comply with the following requirements:

1. Contract funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the OEI.

2. The Grant Recipient, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Wisconsin and the United States. Any legal action regarding this Agreement, as amended, or its provisions shall be subject to Wisconsin Statute Chapter 227. Any Chapter 227 proceeding or dispute or controversy arising under this Agreement must be brought in a court of competent jurisdiction in Dane County, Wisconsin Circuit Court, or the Federal District Court of the Western District of Wisconsin. The Parties consent to the jurisdiction of such court and waive any objection to such jurisdiction.

ARTICLE 4. LEGAL RELATIONS AND INDEMNIFICATION

The Grant Recipient shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grant Recipient thereby, there shall be no personal liability upon the OEI, it being understood that in such matters the OEI act as agents and representatives of the State.

The Grant Recipient shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grant Recipient, or of any of its agents or subcontractors, in performing work under this Agreement. The Grant Recipient shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grant Recipient and subcontractor(s) to perform services or otherwise supply products or services. The Grant Recipient shall also hold the OEI harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

The Grant Recipient assumes full responsibility and holds the OEI harmless for any and all payment made, or any other actions taken by the OEI in reliance upon the above representation. Further, the Grant Recipient agrees to indemnify the OEI against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the OEI resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grant Recipient is also the recipient of OEI funds under the same or a separate contract program, then the OEI funded programs shall also be included in the scope of the federally required audit.

ARTICLE 5. SCOPE OF WORK

The Grant Recipient shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (ATTACHMENTS A and B respectively). In the event of a conflict between the summary in Attachments A and B and the application and/or other supporting documents previously submitted to the State by the Grant Recipient, Attachments A and B shall control. Changes to the Scope of Work shall be by written agreement of both the OEI and the Grant Recipient.

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grant Recipient shall perform the project and activities as set forth in the Grant Recipient Proposal and described herein in accordance with those standards established by statute, administrative rule, the OEI, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grant Recipient, its agents, or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the OEI. The OEI reserves the right to reject any subcontractor after notification. The Grant Recipient shall provide the OEI with a copy of any executed subcontract or accepted subcontractor bid for the purpose of administering this Agreement which relates to activities funded and which exceeds the amount shown in ATTACHMENT B. The Grant Recipient shall be responsible for all matters involving any subcontractor engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a subcontractor. The OEI bears no responsibility for subcontractor compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grant Recipient shall not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the OEI and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grant Recipient shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grant Recipient shall take affirmative action to ensure equal employment opportunities. The Grant Recipient shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State of Wisconsin setting forth the provisions of the nondiscrimination clause.

Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the Grant Recipient. An exemption occurs from this requirement if the Grant Recipient has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grant Recipient shall submit the Affirmative Action Plan/exemption statement to the Public Service Commission of Wisconsin, P.O. Box 7854, Madison, Wisconsin 53707-7854 and the OEI, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Failure to comply with the conditions of this clause may result in the declaration of Grant Recipient ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grant Recipient shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION OF AGREEMENT

The OEI may terminate this Agreement at any time with or without cause by delivering written notice to the Grant Recipient by Certified Mail, Return Receipt Requested, not less than 10 days prior to the effective date of termination. The postmark date of the written notice the OEI causes to be delivered to the Grant Recipient by Certified Mail, Return Receipt Requested, shall be the effective date of notice of termination. Upon termination, the OEI's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the OEI.

The Grant Recipient may terminate this Agreement at any time with or without cause by delivering written notice to the OEI by Certified Mail, Return Receipt Requested, not less than 10 days prior to effective date of termination. The postmark date of the written notice the Grant Recipient causes to be delivered to the OEI by Certified Mail, Return Receipt Requested, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grant Recipient shall make available to the OEI program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grant Recipient shall refund to the OEI within forty-five (45) days of the effective date of notice of termination any payment made by the OEI to the Grant Recipient which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NON-APPROPRIATION

The OEI reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds.

ARTICLE 13. FAILURE TO PERFORM

The OEI reserves the right to suspend payment of funds if required reports are not provided by the Grant Recipient to the OEI on a timely basis or if performance of contracted activities is not evidenced. The OEI further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the OEI and the Grant Recipient in whole or in part.

The Grant Recipient’s management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the OEI and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grant Recipient may publish materials produced under this Agreement subject to the following conditions:

a) All materials produced under this Agreement shall become the property of the Public Service Commission of Wisconsin, Office of Energy Innovation, and may be copyrighted in its name. The Grant Recipient reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for governmental purposes.

b) The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

Acknowledgment: "This material is based upon work supported by the by the Public Service Commission of Wisconsin, Office of Energy Innovation and the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under the State Energy Program Award Number DE-EE0000163."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the OEI desires to have the Grant Recipient perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the OEI and the Grant Recipient. Work under such amendment shall not proceed unless and until so authorized by the OEI.

FISCAL TERMS AND CONDITIONS

ARTICLE 20. AVAILABILITY OF FUNDS

The appropriation from which payments are to be made is authorized under Sections 16.54 *(federal fund spending authority*).

ARTICLE 21. VARIANCES

Contract variances may be permissible. A variance shall not be used to authorize a revision of the amount awarded or a change in the Performance Period. Such changes shall be made by amendment to the Agreement.

ARTICLE 22. LIMITATION ON COSTS AND REBUDGETING

The OEI's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed **$87,000.00** for eligible costs (see Budget attached as ATTACHMENT B). Changes to this Agreement that do not affect the Budget total may be made by written agreement of both the OEI and the Grant Recipient.

The Grant Recipient is required to notify the OEI of any transfer of funds among cost categories, direct or indirect, which exceed or are expected to exceed ten percent of the approved Total Project Cost in the Budget. Transfers of more than ten percent of funds between cost categories requires prior written approval in an amendment to this Agreement. The Grant Recipient shall submit a written request to the OEI for an amendment to the approved Budget and the amendment must be executed by both Grant Recipient and the OEI prior to the transfer.

The Grant Recipient is required to notify the OEI if the Total Project Cost is expected to increase or decrease by ten percent or more of the Total Project Cost approved in the Budget.

ARTICLE 23. ELIGIBLE COSTS

Eligible costs are those costs which can be audited and which are directly attributable to contracted activities and identified and approved in the Grant Recipient Proposal.

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the OEI.

2. Costs only as identified in the Budget and described in the Scope of Work are allowed. A Grant Recipient may request from the OEI an amendment to the budget summary of its Grant Recipient Proposal to add to or revise the list of purchases, expenses, and other activities eligible for reimbursement.

3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the OEI.

ARTICLE 24. REIMBURSEMENT OF FUNDS

The Grant Recipient shall return to the OEI or other appropriate governmental agency or entity any funds paid to the Grant Recipient in excess of the allowable eligible costs under this Agreement. If the Grant Recipient

fails to return excess funds, the OEI may deduct the appropriate amount from subsequent payments due to the Grant Recipient from the OEI. The OEI also reserves the right to recover such funds by any other legal means including litigation if necessary. The Grant Recipient shall indemnify and hold harmless the OEI for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurring in recovering such funds, irrespective of whether the funds are recovered.

The Grant Recipient shall be responsible for reimbursement to the OEI for any disbursed funds, which are determined by the OEI to have been misused or misappropriated. The OEI may also require reimbursement of funds if the OEI determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the OEI, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grant Recipient.

ARTICLE 25. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grant Recipient shall not apply funds authorized pursuant to other program agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other program agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 26. FINANCIAL MANAGEMENT

The Grant Recipient agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ATTACHMENT A and with standards established by the OEI to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 27. REQUESTS FOR PAYMENT

Payments are to be used exclusively for eligible costs incurred during the Performance Period. The OEI shall make a single reimbursement payment to the Grant Recipient upon project completion and receipt of a request for payment with satisfactory documentation.

1) No payments will be issued by the OEI to the Grant Recipient without a request for payment.

2) The Grant Recipient shall draft and submit to the OEI a request for payment. The OEI may determine the format of a request for payment.

3) Each request for payment must include a copy of an invoice for each eligible cost item for which reimbursement is requested.

    a) The invoice will be used to document the actual purchase price of the eligible cost item. Invoices must be accompanied by written support of eligible costs, as appropriate. This includes receipts, invoices, and internal accounting records. A request for payment must provide an independent and auditable basis for the actual purchase price of each eligible cost item.

    b) For eligible cost items that do not have a transaction invoice, such as labor expense, the Grant Recipient shall provide a statement of the labor contributed by each employee that worked on the project and the total labor expense. The Grant Recipient shall provide each employee's name, job class, total hours worked, hourly wage, and if applicable, fringe rate. This documentation is separate from the documentation of wage rates required of some Grant Recipients by ARRA Provisions.

    c) The OEI may delay reimbursement of a request for payment until sufficient documentation of costs, as determined by the OEI, is provided by the Grant Recipient.

4) The Grant Recipient shall submit a request for payment to the OEI no later than **September 30, 2023**, or within **ninety days after the end of the performance period**, unless authorized by the OEI.

5) Each request for payment must include a statement of the match contributed by the Grant Recipient and other project partners. The reimbursement due to the Grant Recipient is the amount of actual purchase price of each eligible cost item up to the total contract amount. In no event shall the total reimbursement exceed **$87,000.00**.

6) Requests for payment must be submitted as an e-mail attachment to OEI@wisconsin.gov.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 28. ANNUAL INDEPENDENT AUDIT REQUIREMENT

A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, but records must be available for review or audit in accordance with the Wisconsin State Single Audit Guideline requirements upon request of appropriate officials of the U.S. Department of Energy, OEI, or Government Accountability Office (GAO).

Single Audit and Compliance Audit Requirements

Governmental Grant Recipients, or their assignees, that **expend** $750,000 or more during their fiscal year in Federal awards shall comply with the Wisconsin State Single Audit Guidelines issued by the Wisconsin Department of Administration and 2 CFR 200.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

For-profit Grant Recipients, or their assignees, that **expend** $750,000 or more during their fiscal year in U.S. Department of Energy awards must have a compliance audit conducted for that year in accordance with the provisions of 2 CFR 910.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

Submit To:

One (1) copy of the Audit shall be submitted to the email address listed below. Responses and corrective action to be taken by management shall be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than $750,000 in a single year, the Grant Recipient, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Send one copy of the Audit **or** the letter confirming that the audit requirements are not applicable via email to: OEI@wisconsin.gov.

ARTICLE 29. EXAMINATION OF RECORDS

The OEI, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grant Recipient's premises any directly pertinent records and computer files of the Grant Recipient involving transactions relating to this Agreement. Similarly, the OEI shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grant Recipient shall provide copies of these materials in the automated format or such computer file as may be requested by the OEI. Such material shall be retained for three years by the Grant Recipient following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grant Recipient shall notify the OEI in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grant Recipient of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grant Recipient and shall be reimbursed by the OEI.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grant Recipient shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 30. PERFORMANCE REPORTS

The Grant Recipient shall submit periodic performance reports to the OEI on the schedule provided in the Scope of Work. The OEI may determine the format of a performance report. The performance reports shall be submitted to the OEI via the Public Service Commission of Wisconsin's Electronic Records Filing System at: psc.wi.gov.

SPECIAL TERMS AND CONDITIONS

ARTICLE 31. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTS

The Grant Recipient shall submit the necessary documentation to comply with the applicable special provisions of the American Recovery and Reinvestment Act (ARRA) (See ATTACHMENT C).

ARTICLE 32. COMPETITIVE PROCUREMENT PRACTICES

The Grant Recipient shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 33. REASONABLE COSTS

The Grant Recipient shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 34. AUDITS

The Grant Recipient shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the OEI and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 35. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased or improved with funds provided under this Agreement shall vest in the Grant Recipient's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures in 2 CFR 200.313.

ARTICLE 36. PATENT INFRINGEMENT

The Grant Recipient selling to the OEI or State of Wisconsin any articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of any articles described herein shall not infringe any United States patent. The Grant Recipient

covenants that it shall, at its own expense, defend every suit which shall be brought against the OEI or State of Wisconsin (provided that such Grant Recipient is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 37. PROGRAM INCOME

Program income means gross income received by the Grant Recipient that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the OEI; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grant Recipient shall submit a plan detailing the proposed uses of Program income to the OEI for approval. Should the Grant Recipient decide following Agreement close out to discontinue using Program income for such purposes, the Grant Recipient shall return the Program income balance and any additional Program income accrued to the OEI by January 30 of the following year.

ARTICLE 38. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the OEI shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grant Recipient certifies that to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

ATTACHEMENT A
SCOPE OF WORK

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Summary:

The scope of the project is that set forth in the application of the City of Green Bay, Wisconsin, (PSC REF#: 428804).

Specific Deliverables and Milestones:

1. Develop an Actionable Energy Plan in collaboration with Green Bay Metro Transit, and Green Bay Water Utility that will include:
    a. Engage Green Bay community members and businesses through surveys and two virtual open houses to gather feedback on the planning process.
    b. Develop a community-wide 12-month energy use baseline through collaboration with the local utility, WPS.
    c. Develop a roadmap with 10 to 15 prioritized energy strategies for each government partner.
    d. Identify a set of three to five policies the city government can adopt to drive energy reductions in the community.
    e. Create a plan for community educational efforts, including a set of strategies and four educational toolkits for businesses and residents.

Additional Deliverables. The Contractor Shall:

1. Submit complete documentation along with a request for payment.
2. Comply with and submit timely reports related to the program.
3. Comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

Funding:

Funding in the amount up to **$87,000.00** is provided using funds granted by the U.S. Department of Energy to cover the project costs as detailed in the budget section below. **A project cost share of $56,272.00 is required**.

Invoicing:

Payments will be distributed by OEI to the Grant Recipient upon project completion and receipt of a request for payment with satisfactory documentation. The Grant Recipient shall submit a final request for payment to the OEI no later than **September 30, 2023**, unless authorized by the OEI.

Site Visits:

U.S. Department of Energy, its authorized representatives, and OEI have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Grant Recipient must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

Performance Period:

This Agreement becomes effective on the date it is signed by the OEI and terminates on **June 30, 2023**.

Publications:

An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the by the Public Service Commission of Wisconsin, Office of Energy Innovation and the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under the State Energy Program Award Number DE-EE0000163."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service
by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Reporting Requirements:

QUARTERLY PERFORMANCE REPORT:
The Contractor shall provide OEI with quarterly reports, as dated in the table below, during the term of this Agreement. The OEI may determine the format of a quarterly report. The reports shall include:

1. Summary of work completed to date and status of each of the deliverables described in the Scope of Work.
2. Project planned and unexpected costs.
3. Copies of materials produced and press related to the project.
4. Lessons learned and continuous improvement efforts.

The reports shall be submitted to the Electronic Records Filing System on the Public Service Commission of Wisconsin's website: psc.wi.gov.

The timeline for these reports is specified below:

Quarterly Reporting Period	**Quarterly Report Due**
Agreement Effective Date through September 30, 2022	October 15, 2022
October 1 through December 31, 2022	January 15, 2023
January 1 through March 31, 2023	April 15, 2023
April 1 through June 30, 2023	July 15, 2023

OTHER REPORTING:

Final versions of any publications including but not limited to, guidelines, checklists, media and outreach must be provided to the OEI in an electronic format.

ARRA PROVISION REPORTING:

The Grant Recipient shall submit the necessary reports to comply with the applicable special provisions of the American Recovery and Reinvestment Act (ARRA) (See Appendix A).

FINAL PERFORMANCE REPORT:

A final report is due 90 days after the Agreement terminates. The OEI may determine the format of a final report. The report shall be submitted to the OEI via the Electronic Records Filing System on the Public Service Commission of Wisconsin's website: psc.wi.gov.

PROPERTY DISPOSITION REPORTING:

Title to equipment purchased or improved with funds provided under this Agreement shall vest in the Grant Recipient's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures in 2 CFR 200.313.

ATTACHMENT B
BUDGET

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Category	**Contract Amount**	**Match**	**Total Project Costs**
1) Personnel	$ 0.00	$ 25,272	$ 25,272
2) Fringe Benefits	$ 0.00	$ 0.00	$ 0.00
3) Equipment	$ 0.00	$ 0.00	$ 0.00
4) Supplies	$ 5,000	$ 0.00	$ 5,000
5) Contractual	$ 82,000	$ 31,000	$ 113,000
6) Other	$ 0.00	$ 0.00	$ 0.00
7) Indirect	$ 0.00	$ 0.00	$ 0.00
TOTALS:	$ 87,000	$ 56,272	$ 143,272

ATTACHMENT C

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this term, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by
September 30, 2015

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data
The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceablity of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and

remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Request for Reimbursement

RESERVED

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

Docket 9709-FG-2021

ATTACHMENT 1
2021 Energy Innovation Grant Awards

Activity 1: Renewable Energy and Energy Storage

Grant Applicant	Award Amount (*Partially Funded)
Dane County Humane Society, Inc.	$184,566
Wisconsin Housing Preservation Corporation	$500,000
City of Middleton	$442,800
Schmidt Farms West, LLC	$468,864
Benedictine Life Foundation, Inc.	$575,000
Northeast Technical College	$250,000
Bayfield County	$225,000
Dunn County Historical Society	$34,098
City of Altoona	$81,220
Urban League of Greater Madison, Inc.	$52,250
City of Sun Prairie	$59,000
Aldo Leopold Foundation, Inc.	$237,000
Antigo Area Public Library	$229,540
Agropur, Inc.	$375,000
County of Eau Claire	$143,076
The City of Waupaca	$240,000
Northland College	$336,964*
Curative connections, Inc.	$125,000
Cinnaire Solutions Corporation	$32,000
Bay Area Rural Transit Commission	$56,000

Activity 2: Energy Efficiency and Demand Response

Grant Applicant	Award Amount (*Partially Funded)
Revitalize Milwaukee	$500,000*
Forest County Potawatomi Community	$28,719
Wisconsin Housing Preservation Corporation	$540,200
Charter Steel Mfg., Inc.	$1,000,000
ATI Ladish LLC	$325,000
School District of Lodi	$342,310
School District of Denmark	$277,485

Docket 9709-FG-2021

City of Sun Prairie	$131,488
Prolec-GE Waukesha, Inc.	$235,000
City of Milwaukee	$443,642
Northland College	$55,000
City of Madison	$322,897*
Activity 2: Grant Applicant (Continued)	**Award Amount (*Partially Funded)**
North Central Conservancy Trust, Inc.	$26,136
School District of Mauston	$199,644
Waukesha Foundry, Inc.	$60,000
The Newark Group, Inc. (Wisconsin Paperboard)	$100,000
MacDonald & Owen Veneer and Lumber Company, Inc.	$55,336

Activity 3: Comprehensive Energy Planning

Grant Applicant	**Award Amount (*Partially Funded)**
Forest County Potawatomi Community	$50,000
City of Green Bay	$87,000
Slipstream Group, Inc.	$99,965
Monona Grove School District	$98,000
WPPI Energy	$100,000
City of Edgerton	$96,000
Cinnaire Solutions Corp.	$78,800
City of Waupun	$50,000
Southwest Wisconsin Technical College	$50,000

FOR INFORMATIONAL PURPOSES ONLY

2 CFR 200.331(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	City of Green Bay
(ii) Subrecipient's unique entity identifier;	UIN Number or DUNS Number or CAGE Code: ZCUZDCHFP7C6
(iii) Federal Award Identification Number (FAIN);	*DE-EE0000163*
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	July 27, 2009
(v) Subaward Period of Performance Start and End Date;	Project Start date through June 30, 2023
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$ 87,000.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	$ 87,000.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$ 87,000.00
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Recovery Act- State Energy Program Formula Grant
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Awarding Agency:** United States Department of Energy **Pass-Through Entity:** Public Service Commission of Wisconsin **Pass-Through Entity Contact Information:** Kristy Nieto, Administrator Division of Digital Access, Consumer, and Environmental Affairs email: Kristy.Nieto@wisconsin.gov phone: (608) 261-9419
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**CFDA Number and Name:** 81.041 – "Recovery Act- State Energy Program Formula Grant" **Dollar Amount Made Available:** $55,488,000.00
(xii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	4.66%

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # Q.5

To hold up to $100,000.00 from Contingency account for Parks department to allow ordering of materials and contracting out the necessary work to fix the damaged amenities within the park system from the June 15, 2022 storm. Resolution to be held until actual expenses are available.

BACKGROUND

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

1. Contingency Fund Memo-storm damage
2. Resolution-transfer from Contingency for additional park storm damage

Parks, Recreation & Forestry Department
100 North Jefferson Street • Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Dan Ditscheit, Parks Recreation & Forestry Director

Date: 7/26/2022

Re: Contingency Fund Allocation for Storm Damage Repair

The storm on June 15 caused a considerable amount of damage within the park system. The Parks, Recreation & Forestry Department is requesting approval to use up to $100,000 in the City's Contingency Fund to begin ordering materials and contracting out the necessary work to fix the damaged amenities within the park system. Staff is in the process of getting quotes for this work. Below is a summary of the estimated costs and projects to date. Please note that this project list and estimated costs may increase as we proceed with the quote process.

Park Location	Repairs Needed	Estimated Cost
John Muir	Shelter Electrical Repair	$755
Colburn	Tennis Court Fence Repair	$1,502
John Muir	Playground Repair	$10,000
Murphy	Playground Repair	$5,000
Beaver Dam	Backstop Fence Repair	$22,845
Fisk Park	Tennis Court Fence Repair	$6,043
Perkins	Backstop Fence Repair	$28,626
		$74,771

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

August 2, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of July 26, 2022, the following 2022 transfer of funds is hereby authorized:

	ACCOUNT			AMOUNT
From:	101099-59001	Contingency	(up to)	$100,000.00
To:	1016XX-55101	Equipment repairs	(up to)	$100,000.00

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # Q.6

To accept an AmeriCorps Program Funding Grant for three years and obligate budget funds as the City's match to implement the Green Bay Conservation Corps program.

BACKGROUND

RECOMMENDATION

To approve accepting an AmeriCorps Program Funding Grant for $378,745 to implement the Green Bay Conservation Corps program and add $67,315 to the 2023 budget as the required match to the grant.

FISCAL IMPACT

ATTACHMENTS

1. AmeriCorps Grant Memo
2. Green Bay Funding Ltr Pg 1

Parks, Recreation & Forestry Department
100 North Jefferson Street • Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Dan Ditscheit, Parks Recreation & Forestry Director

Date: 7/26/2022

Re: AmeriCorps Program Funding Grant Award Approval

In the fall of 2021, the City of Green Bay received an AmeriCorps State Planning Grant in the amount of $65,613. This funding was used to hire a full time Conservation Corps Coordinator position for 1 year. This employee was responsible to manage all aspects of this planning grant. The scope of work included all of the necessary planning to implement a 3-year City Conservation Corps Program. This included program marketing, selecting projects, calculating staffing needs, program cost projections, and grant regulation coordination. This employee then applied for a second grant with AmeriCorps to partially fund the implementation of this program.

The City recently received notification that the second, implementation grant, was awarded to the City of Green Bay. The Green Bay Parks, Recreation & Forestry Department is seeking approval to accept this AmeriCorps Program Funding Grant.

Program Summary:

If approved, this grant funding will be used to implement the Green Bay Conservation Corps program for a 3-year period. This grant will be used to fund the Conservation Corps Coordinator position for 3 additional years to manage the program. In addition, it will create 21 AmeriCorps member positions within the City of Green Bay; 6 full-time positions and 15 seasonal positions. Finally the grant will cover the tools, supplies and materials needed to run the program. The anticipated outcomes for the first year of this new initiative include improving 3 miles of trails, restoring 75 acres of habitat, inventorying over 100 acres of parks and greenways, leveraging over 100 volunteers, and providing a minimum of 4 educational programs for the public. This new program will enhance the parks and greenways by improving the habitats, trails, and involvement of the community.

Program Budget:

This grant funding, if approved, will provide funding to run this program for a 3-year period. Per grant requirements, the program runs from September – August annually. The total budget for each year to operate this program is $499,152. Of this yearly total cost, the grant will fund $378,745 and the City is responsible to fund $120,407. There is enough funding in the 2022 Park budget to cover the costs to run this program through the end of the calendar year if this

grant is approved. There will be additional budget money that will have to allocated in the 2023 budget if this grant is approved.

2022 Budget Breakdown (September – December)

Note: No additional funding is needed for the 2022 budget if this grant is awarded.

Expenses

$25,739 – Conservation Corps Coordinator Salary and Benefits
$1,621 – Travel, Mileage, Training, Administration and Grant Required Misc. Expenses
$11,545 – Supplies and Equipment
$45,600 – Member Living Allowance
$16,672 – Member Benefits
$101,177 – Total cost per year

Revenues

$72,648 - Grant Match
$28,529 - City Match
$5,000 – Additional ARPA Math Replacement Funding Grant from AmeriCorps
$23,529 – Anticipated remaining funding in 2022 Budget
$28,529 – Total City Match Required

2023 Budget Breakdown

Note: $67,315 will have to be added to the 2023 budget if this grant is awarded.

Expenses

$77,214 – Conservation Corps Coordinator Salary and Benefits
$27,626 – Travel, Mileage, Training, Administration and Grant Required Misc. Expenses
$44,497 – Supplies and Equipment
$10,000 - Buckthorn Removal
$289,800 – Member Living Allowance
$50,015 – Member Benefits
$499,152 – Total cost per year

Revenues

$378,745 - Grant Match
$120,407 - City Match

$5,000 – Additional ARPA Math Replacement Funding Grant from AmeriCorps
$10,000 – In Kind Contribution by Baird Creek Preservation Foundation
$6,318 – In-Kind Bus Passes to Members
$1,000 – In-Kind City Training
$30,774 – 2022 Added Budget Allocation
$67,315 – Dollar Amount to Add to 2023 Budget
$120,407 – Total City Match Required

Tony Evers
Governor

Christine Beatty
Chair

SERVE WISCONSIN

Jeanne Duffy
Executive Director

July 21, 2022

Amaad Rivera-Wagner
Maria Otto
Conservation Corps Coordinator
City of Green Bay
Parks, Recreation and Forestry Department
100 N Jefferson St # 510,
Green Bay, WI 54301

Dear Amaad and Maria,

I am pleased to inform you that the Wisconsin National and Community Service Board approved $378,745 in AmeriCorps program funding and $10,000 in ARPA Math Replacement funding for the 2022-2023 program year. There is a 24% statutory match requirement.

Please do not hesitate to contact me with any questions at jeanne.duffy@wisconsin.gov or by phone at (608) 261-6716 – office/(608) 206-3756 – mobile.

Sincerely,

Jeanne Duffy

AmeriCorps
Wisconsin
ServeWisconsin@wisconsin.gov
101 E. Wilson St., 6th Floor Madison, WI 53703
www.servewisconsin.wi.gov

American Rescue Plan Act (ARPA) July 26, 2022 Finance Committee Summary Page

Summary of all proposed ARPA requests	Budget	Total Approved	Total Proposed	Total Remaining
Capital Needs and Organizational Priorities	$10,000,000	$4,376,165	$14,369,411	-$8,745,576
Affordable Housing Development and Small Business Support	$6,000,000	$1,220,000	$4,185,000	$595,000
Stormwater, Green Infrastructure, and Climate Resilience	$3,000,000	$1,060,000	$2,250,000	-$310,000
Crime Prevention and Neighborhood Enhancement	$2,000,000	$760,100	$2,765,500	-$1,525,600
Arts, Culture, and Tourism	$1,500,000	$325,000	$2,130,000	-$955,000
	$22,500,000	**$7,741,265**	**$25,699,911**	**-$10,941,176**

Summary of staff's ARPA recommendations	Budget	Total Approved	Total Staff Recommended	Total Refer to Staff	Total Remaining
Capital Needs and Organizational Priorities	$10,000,000	$4,376,165	$3,644,411	$1,625,000	$354,424
Affordable Housing Development and Small Business Support	$6,000,000	$1,220,000	$2,800,000	$1,385,000	$595,000
Stormwater, Green Infrastructure, and Climate Resilience	$3,000,000	$1,060,000	$2,800,000	$2,000,000	-$2,860,000
Crime Prevention and Neighborhood Enhancement	$2,000,000	$760,100	$343,500	$2,422,000	-$1,525,600
Arts, Culture, and Tourism	$1,500,000	$325,000	$700,000	$1,430,000	-$955,000
	$22,500,000	**$7,741,265**	**$10,287,911**	**$8,862,000**	**-$4,391,176**

ADDENDUM:

Updated tables from July 26 Finance Committee Meeting

1. Updated to include Alder LTE request #7- 2- 219
2. Updated to include Alder Stormwater request #7-5-220

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
2-6-001	DPW	Capital Needs and Organizational Priorities	$1,500,000	Roads	Approved	
1-4-004	HR	Capital Needs and Organizational Priorities	$84,407.50	The recommendation is to pay all hourly (non-exempt) employees a lump sum of $500 for **premium pay**. The hourly employees are eligible as they are government employees, they provided essential work because they either interacted with the public or coworkers on a regular basis, and no written justification is needed because they are hourly employees and not exempt from FLSA overtime provisions. For all other employees, the recommendation is to use loss revenue funds to pay a $500 stipend to them.	Approved	
2-7-008	Mike Hronek	Capital Needs and Organizational Priorities	$29,440.83	Conference room upgrades and enhancements for zoom/ hybrid meetings.	Approved	
5-3-209	Stephanie Hummel , Dave Hansen	Capital Needs and Organizational Priorities	$1,600,000	3.9 Healthy Childhood Environments: Other **Project 1** is the installation of 64 Rectangular Rapid Flashing Beacon (RRFB) systems throughout the City. Each RRFB location will be reviewed for ADA compliance, upgraded if non-compliant, and painted with high visibility continental-style crosswalk markings. A walk-behind line striper using Methyl-Methacrylate (MMA) Two-Component Traffic Marking Paint will be purchased for the high-viz crosswalks. MMA paint will also be purchased, as city staff will install the markings. **Project 2** is the replacement of all SCHOOL SPEED LIMIT 15 WHEN CHILDREN ARE PRESENT signs on collector/arterial streets with BlinkerRadar Driver Feedback systems which includes blinker LEDs around the perimeter of the school signs plus driver feedback signs to each of those sign assemblies showing which display live motorist speeds when speeding occurs. A "BlinkLink" system which provides remote access to sign programming will be added to reduce maintenance costs. Total number of schools to receive these sign assemblies is 32, with a total of 66 sign assemblies being installed.	Approved	
10-7-003	Finance	Capital Needs and Organizational Priorities	$18,000	Single audits for FY22-25	Approved	
3-7-001	Finance	Capital Needs and Organizational Priorities	$182,000	Salary, indirect costs for Administrator of Grant	Approved	
10-6-001	Mayor	Capital Needs and Organizational Priorities	$655,000	one time purchases needed that are not able because of lossed revenue for FY22 budget	Approved	
2-3-002	Chief Chris Davis	Capital Needs and Organizational Priorities	$307,316.25	Body Cameras- CIP list (year 2)	Approved	
9-2-015	Celestine Jeffreys	Capital Needs and Organizational Priorities	$79,411	6.1 Provision of Government Services **Spanish translator** for 3 years to translate documents	Proposed	Staff Recommends

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
10-6-205	Mike Hronek	Capital Needs and Organizational Priorities	$125,000	6.1 Provision of Government Services **Upgrade Chamber** microphones and enhance the capability of hybrid meetings.	Proposed	Staff Recommends
10-6-006	Mike Hronek	Capital Needs and Organizational Priorities	$500,000	6.1 Provision of Government Services **Replace Datacenter at City Hall** and Disaster Recovery Site	Proposed	Staff Recommends
6-6-201	Paul Van Calster	Capital Needs and Organizational Priorities	$80,000	6.1 This project consists of **scanning** about 54 4-drawer file cabinet of old construction documents, permit data, variances, utility info , violations, orders, etc. for all the addresses in the City. This documentation is utilized often by City Staff from multiple Departments (to name a few: DCED, DPW and Law) and requested by constituents weekly. The scanning of these documents will also further enable remote work if COVID restrictions are enacted again being able to access those files from offsite and will offer more space for staff to spread out if Staff need to come in to the office to work.	Proposed	Staff Recommends
5-2-210	Dan Ditscheit	Capital Needs and Organizational Priorities	$800,000	2.35 Aid to tourism Funding will be used to **purchase or renovate 2 new rides** at Bay Beach Amusement Park to replace two rides that were recently removed. At the end of the 2019 season the Falling Star broke down. It proved to be cost prohibitive to repair. The continued loss of this ride accounts for a total loss of $130,000 each year. In addition, earlier this year we discovered that the Bay Beast Tot Hopper Ride was in need of significant repairs. It was determined that the ride was also cost prohibitive to repair. The loss of the Bay Beast Tot Hopper ride accounts for a total loss of an additional $100,000 in revenue each year. Both rides were recently removed. The Friends of Bay Beach recently purchased and donated a replacement ride for the Bay Beast Tot Hopper. This funding will be used to complete the necessary repairs to this new donated ride. The remaining funding will go towards the purchase of a second ride to replace the Falling Star. The second ride has not been selected yet.	Proposed	Staff Recommends

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
5-2-211 5-2-212	Dan Ditscheit	Capital Needs and Organizational Priorities	$1,450,000	2.35 Aid to tourism •$400,000 to replace the roof of the **historic main pavilion**. The asphalt shingles on the historic main pavilion are over 30 years old and are failing. There are significant leaks in the roof over the west end storage wing. The asphalt shingles cannot be successfully patched anymore. It is important to replace this roof in the near future in order to avoid significant structural damage to the building. •$500,000 to winterize the historic main pavilion. One key element incorporated into the park masterplan is to renovate the main pavilion to make this building a year round destination instead of just a seasonal use facility. This will create the potential for additional revenue throughout the entire year. The first step in achieving this goal is to winterize the entire building. This funding will be used to install a furnace and air conditioning unit along with ductwork that will have the capacity to heat and cool the entire building, along with insulating the plumbing so that the restrooms and kitchen can be used year round. important to replace this roof in the near future in order to avoid significant structural damage to the building. •$500,000 additional renovations to the historic main pavilion dance hall. The City will work with an architect to determine what renovations would be most beneficial to provide an improved user experience, making this a desirable rentable space year round. Renovations that will be explored include, windows, flooring, lighting, stage upgrades, ADA accessibility, various finishes and audio/visual equipment. 2.37 Other Impact • $50,000 energy upgrades This funding will be used to purchase and install a heating system and rooftop solar panels for the train storage building. This solar panel system would power the building, the Sea Dragon, site lighting and the proposed heat system for the building, making it a year round maintenance facility. Electic heat powered by the solar panels is even more feasible when you take into consideration that just running a gas line to the building, for gas heat, would cost approximately $15,000. It is anticipated that installing a 20 KW roof solar system consisting of 50 solar panels will generat 26,035 kWH of power, which equates to approximately 39% of the total electric meter usage in this area. This will save the City approximately $2,600 per year in utility costs and would have a return of investment of approximately 15 years. These systems typically have a warranty of 25 years, but the systems should last much longer than that.	Proposed	Staff Recommends
9-3-202	Neil Stechschulte	Capital Needs and Organizational Priorities	$300,000	6.1 Provision of Government Services **Green Bay Comprehensive Plan Update**, hiring a consultant. The City's comprehensive plan is the adopted directive from the City Council related to land use and zoning policy and serves as the operating manual for staff's review of all land use and zoning projects. The current plan is 20 years old, and while it has been amended continuously over this time, a complete update is necessary to remain current with modern day market conditions, construction designs and development trends. Wisconsin State Statutes require that this plan document be updated every 20 years. Staff intends to contract out the technical work of reviewing and updating specific plan policies and data collection, while facilitating the outreach and engagement on a neighborhood level using in-house personnel. Staff anticipates that approximately $200,000 would go towards the creation of the updated plan document, and that at least $100,000 should also be included to help implement high priority recommendations as adopted by the City Council.	Proposed	Staff Recommends

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommnendation
6-6-202	Mike Hronek	Capital Needs and Organizational Priorities	$210,000.00	6.1 Provision of Government Services **Cybersecurity** In order to meet current cybersecurity insurance requirements the city must comply with three items, 1. MultiFactor Authentication (MFA) 2. Off site data storage 3. Endpoint Detection and Response 4. Schedule Vulnerability Scan/ Penetration Testing/ Audit	Proposed	Staff Recommends
6-6-209	Neil Stechschulte	Capital Needs and Organizational Priorities	$75,000.00	6.1 Provision of Gov Services The Community & Economic Development Department will hire an **urban design consultant** to prepare a downtown streetscape plan with technical design standards. This planning effort will be closely coordinated with the departments of Public Works; Parks, Recreation and Forestry; and downtown area business districts and neighborhood associations. The plan is intended to update and replace streetscape standards established by the 1997 Downtown Green Bay Design Plan and build upon the 2014 AuthentiCity Plan and 2021 Shared Corridors Vision Plan. The planning area will include the districts of downtown, Broadway, Olde Main, and the South Broadway Corridor between Mason and Lombardi, and other commercial corridors as funds would permit.	Proposed	Staff Recommends
7-6-206	Joe Faulds	Capital Needs and Organizational Priorities	$525,000.00	6.1 Provisions of Government Services The recommendation is to pay employees a lump sum **stipend** of up to $500 for the essential work that employees continue to provide throughout the pandemic. Employees that are on the payroll on the date of Common Council approval will be eligible. This amount is an estimate, actuals will be determined on the number of active employees. The City is precluded from unilaterally offering benefits to union groups with full bargaining rights. Therefore, employees in the Fire, Police, and Transit Union groups will need to bargain a one-time stipend into their contract.	Proposed	Refer to staff

Capital Needs and Organizational Priorities

Total Approved	$4,376,164.58
Total Proposed	$4,144,411.00
Total	$8,520,575.58

Total Allocated	$10,000,000.00
Remaining Amount	**$1,479,424.42**

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendaition
9-2-214	Mayor	Affordable Housing Development and Small Business Support	$180,000	1.8 Assistance to Small Business^ **GBACC Staff** This 3-year role would serve as central engagement for small business services in Green Bay, helping to create a 21-Century model that creates a robust successful ecosystem for our local businesses most impacted by COVID-19. The coordinator would utilize direct contact engagement that will build a public facing directory for community use, develop a report on the small business needs of the impacted population and play a match maker to City and Chamber services	Approved	
2-2-003	Neil Stechschulte	Affordable Housing Development and Small Business Support	$1,000,000	The City of Green Bay currently facilitates a **Commercial Façade Improvement** Grant program. The program provides competitive funding to renovate or restore the exterior facade of commercial properties located in Facade Grant Eligible Areas	Approved	
2-2-004	Neil Stechschulte	Affordable Housing Development and Small Business Support	$40,000	The Blueprint Green Bay is an **accelerator program located in the Urban Hub** and operated by the Green Bay Area Chamber of Commerce that provides entrepreneurs of color, female and veteran-owned businesses and startups in the Green Bay area with mentorship, technology training and the opportunity to secure seed funding via two focused cohorts (an idea session and a market validation session).	Approved	
2-3-207	Cheryl Renier-Wigg	Affordable Housing Development and Small Business Support	$1,500,000	**Gap financing for development of affordable housin**g. With the rising costs of development and the increased demand for housing units, developers are facing unprecedented challenges in securing funding for the construction of new housing units. This funding source would suppliment our other sources of available housing funding such as Tax Increment District Affordable Housing (TIDAH), or HOME funds. These funds would help to fill the gap created when rents need to be affordable, and construction costs are high.	Proposed	Staff Recommends
5-2-201	Cheryl Renier-Wigg	Affordable Housing Development and Small Business Support	$500,000	2.18 Housing Assistance: Other support The **HILP Program** offers property owners at or below 80% of median income, an interest free, pay it back when you move or sell loan to make home improvements to their properties. It is administered by NeighborWorks Green Bay and is primarily funded through the City's HOME allocation. This is a very popular program with a current a waiting list of over 100 people. The ARPA funding would be used to subsidize each loan. The owner would be eligible for a grant of up to $10,000 to be used for energy efficiency improvements at the home such as furnaces, water heaters, windows, doors etc. This subsidy would help the owner pay for items that would have a cost savings to the household by decreasing energy costs. The City has been administering an owner rehab loan program for over 30 years. It has been a very successful program that has allowed working families and elderly residents the ability to stay in their homes, thus providing housing security and a safe living environment. The additional grant dollars will ensure all needed repairs can be completed with essential energy efficiency improvements included in the project. These grant dollars will assist over 50 low income home owners in Green Bay.	Hold, Refer back to Finance, Proposed	Staff Recommends

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendaition
5-2-202	Cheryl Renier-Wigg	Affordable Housing Development and Small Business Support	$300,000	2.18 Housing Assistance: Other support. The **Curb Appeal** Program is a program set up for property owners to complete exterior improvements to their properties, specifically items that aren't eligible under the City's HOME funded rehab programs. Staff discovered that there were a number of properties in our older neighborhoods that were in good shape, but had overgrown or missing landscaping, gravel driveways, dying trees and minor exterior repair issues that needed correction. Providing this grant allows the owners to have a funding resource to make these exterior improvements, thus improving the overall beautification of the neighborhood. This is a program that provides a grant of up to $7,500 to cover the cost of exterior repairs. Historically, the average curb appeal grant has been $4,000. Staff has packaged 29 of these grants in the past. Based on this average $4,000 grant, 75 properties would be improved. This program would operate within the eligible Qualified Census Tracts only. It would be administered by Community and Economic Development Staff	Hold, Refer back to Finance, Proposed	Staff Recommends
5-2-203	Cheryl Renier-Wigg	Affordable Housing Development and Small Business Support	$500,000	2.2Household Assistance: Mortgage **Great Being Home** is a homeownership program serving employees of participating Green Bay employers. Eligible buyers will receive a $5,000 grant in addition to other assistance programs for which they may qualify (up to $10,000) Staff worked with our outside partners, NeighborWorks Green Bay and the Greater Green Bay Chamber of Commerce (Housing Committee) to craft this program. Great Being Home will help employers attract and retain talent, increase awareness and resources for homeownership among local employees, increase homeownership rates within the City, and strengthen neighborhoods. The City of Green Bay is currently under contract with NeighborWorks Green Bay to provide down-payment assistance under the City's HOME Program. We would continue to use NWGB to administer this program along with the HOME funded program. We will also continue to work with the Chamber of Commerce in attracting larger employers to participate in this program by making a donation on behalf of their employees. If fully funded, 100 buyers would be assisted in purchasing homes in Green Bay.	Hold, Refer back to Finance, Proposed	Staff Recommends

Affordable Housing Development and Small Business Support

Total Approved	$1,220,000
Total Proposed	$2,800,000
Total	$4,020,000
Total Allocated	$6,000,000
Remaining Amount	**$1,980,000**

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
5-5-001	Public Works/ Parks	Stormwater, Green Infrastructure, and Climate Resilience	$1,000,000	Stormwater feature at Seymour Park East.	Approved	
7-5-001	Public Works	Stormwater, Green Infrastructure, and Climate Resilience	$60,000	Project intended for residential properties and non-profits. Rebates and cost-share structures: •Rain barrels = Free if City of Green Bay provides; Rebate of up to $70/rain barrel if purchased separately •Rain gardens = Reimbursement rebate of 75% or 90% of actual project cost (up to a pre-approved maximum) for design and construction. Reimbursement percentage depends on location in watershed. An additional incentive is paid with proof of rain garden maintenance within two years of installation. •Shade/Stormwater trees/bushes= $50/tree (no limit) or City- provided seedlings at no cost. •Maximum of up to $5,000 per property for all eligible GI projects.	Approved	
1-5-001	Roosevelt St. Green Infrastructure (GI)	Stormwater, Green Infrastructure, and Climate Resilience	$360,000	Biofiltration systems installed in the street terrace of Roosevelt St. Stormwater runoff enters the system through a curb-inlet opening or pipe and flows through a specially designed filter media mixture contained in a landscaped concrete container. The filter media captures and immobilizes pollutants; those pollutants are then decomposed, volatilized and incorporated into the biomass of the system's micro/macro fauna and flora. Stormwater runoff flows through the media and into an underdrain system at the bottom of the container, where the treated water is discharged.	Council voted no	
1-5-003	S. Van Buren St. #2	Stormwater, Green Infrastructure, and Climate Resilience	$570,000	Installation of ~850 feet of permeable pavement and biofiltration systems on Van Buren St, from E. Mason St to Stuart St. The biofiltration systems will be located in the street terrace and planted with native vegetation. This type of GI filters pollutants from stormwater and reduces the quantity of stormwater entering the stormsewer system. Permeable pavement catches water where it falls and allows stormwater and snowmelt to infiltrate into a subsurface storage layer.	Council voted no	
7-5-218	Public Works	Stormwater, Green Infrastructure, and Climate Resilience	$1,000,000.00	Grant Program for Private, Large Scale stormwater needs to catalyze development	Proposed	Refer to staff

Stormwater, Green Infrastructure, and Climate Resilience

Total Approved	$1,060,000
Total Proposed	$1,000,000
Total	$2,060,000
Total Allocated	$3,000,000
Remaining Amount	**$940,000**

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
9-1-008	Capt Allen	Crime Prevention and Neighborhood Enhancement	$88,000	The Green Bay Police Department currently has 9 vacant sworn positions, with additional vacancies anticipated as more officers become eligible for retirement over the next few years. Our proposal is to set aside $150,000 in American Rescue Plan Act (ARPA) funding for recruiting and retention efforts over the next three years. Up to $100,000 of this funding could be used in 2022 and 2023 to pay up to $10,000 in moving expenses for new-hires from outside the area. The remainder of the funds would be used for contract resources for wellness programming, including training and consultation for employees on nutrition, exercise, sleep deprivation, and mental health. Any funds earmarked for relocation or signing bonuses not used by January, 2024 would be re-programmed for additional wellness programming.	Approved	
9-2-009	Capt Balza & Lt Jason Allen	Crime Prevention and Neighborhood Enhancement	$35,000	Lot Cop/Law Enforcement Surveillance Trailer. The Lot Cop/Law Enforcement Surveillance Trailer is an enclosed hybrid powered trailer system that contains a large battery bank with solar charge assist for self sustaining use and deployment anywhere in the City. It contains a 25 foot telescoping mast with 1080P High Definition cameras with clarity in both dark and light areas that pan/tilt and 32x optical zoom with 24/7 video recording which provides valuable evidence to interdict criminal behavior and act as a visual deterrent.	Approved	
5-1-205	Chief Chris Davis	Crime Prevention and Neighborhood Enhancement	$148,100	1.11 Community Violence Intervention The Green Bay Police Department at 307 S. Adams has an unsecured parking lot for both department and employee vehicles. The department houses critical infrastructure, vehicles, and resources that are left unprotected every day. The proposed fence will secure the parking lot to protect its resources and give employees a secure area to store squads, investigative vehicles, and specialty unit vehicles/resources. In addition, the fence will provide a secure area for all employees. They will be able to work and park their personal vehicles in the fenced area. As result, this will provide them a safe environment to work and park their vehicle. Nationwide attacks on police officers are up and the department prioritizes employee safety and wellness. Installing a fence will aid in providing this safe environment as well as protecting employee and department vehicles.	Approved	
9-2-006	Cmdr Ebel & Capt Richgels	Crime Prevention and Neighborhood Enhancement	$314,000	NIBIN. The NIBIN database links crimes more quickly, generates investigative leads that would otherwise not been detected and also gives prosecutors admissible evidence to corroborate witness testimony	Approved	
12-3-001	Chief Chris Davis	Crime Prevention and Neighborhood Enhancement	TBD	Shot Detection system $655,000 requested	Approved for RFP, no funding at this time	
9-1-001	Chief Chris Davis & Cmdr Kevin Warych	Crime Prevention and Neighborhood Enhancement	$126,500	Gun violence reduction stategy. **NICJR** will work with the Green Bay Police Department to create an Office of Violence Prevention (OVP) to develop effective Gun Violence Reduction Strategies	Proposed	Staff Recommends

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
9-3-004	Neil Stechschulte	Crime Prevention and Neighborhood Enhancement	$150,000	**Neighborhood Association** support. A specific focus will be on leadership development and representation of disadvantaged populations in these neighborhoods. Strong neighbhorhoods are a key factor in the City's ability to attract and retain a vibrant workforce and to remain economically competitive. Revitalized neighborhood associations would have significant positive affect on the abilty to communicate on City initiatives and the overall effectiveness of local government. A functioning neighborhood network would also make communicaiton and implementation of public health policies more efficient and effective.	Approved	
9-2-007	Steve Meadowcroft	Crime Prevention and Neighborhood Enhancement	$217,000	FLOK Safety System-License plate recognition system. Implementation of a License Plate Recognition Camera system at eleven key enterances, exits, and throughways in the city using 28 cameras	Proposed	Staff Recommends
5-1-206	Chief Chris Davis	Crime Prevention and Neighborhood Enhancement	$25,000.00	1.11 Community Violence Intervention GBPD is working on a comprehensive gun violence reduction strategy. The foundation is implementing an Office of Violence Prevention (OVP). The OVP will be led by a program director that will analyze, strategize, and empower life coaches to intervene in people's lives who are at most risk of being victims or suspects of gun violence. Based on research and the recommendation from the National Institute of Criminal Justice Reform, the OVP should not be within the police department. Our intention is to house the OVP within the community policing center at 807 N. Irwin Ave. The CP center is a commercial property in the "Old North Neighborhood." In preparation of the OVP, we are updating the CP Center so all officers and staff of the OVP can work there. The CP center is currently in need of a new roof. We anticipate that the roof will be less than $25,000. We need to **replace the roof** to ensure it is a safe place to work and does not create larger problems in the future. Once the roof is installed, the OVP and the community policing officers will be fully operational for many years.	Approved	

Crime Prevention and Neighborhood Enhancement

Total Approved	$760,100
Total Proposed	$343,500
Total	$1,103,600

Total Allocated	$2,000,000
Remaining Amount	**$896,400**

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
2-2-005	Neil Stechschulte	Arts, Culture, and Tourism	$75,000	The three active **farmers markets** that operate in the City of Green Bay are a primary tourism attraction for visitors during the summer months. These outdoor events are critical to supporting small businesses within our Business Improvement Districts. Pandemic conditions have negatively impacted these events, and caused additional expenses and reduced revenues. Staff is recommending that grants up to $25,000 be awarded to the hosting organizations to help with costs related to operating and marketing these events in 2022. Events are: Saturday Farmers Market, Farmers Market on Broadway and the Market on Military.	Approved	
2-2-006	Neil Stechschulte	Arts, Culture, and Tourism	$250,000	**competitive tourism grant program** be established to provide direct operating and marketing assistance grants to organizations that host and operate existing or new tourism events	Approved	
6-2-211	Cheryl Renier-Wigg	Arts, Culture, and Tourism	$150,000	2.35 **Arts Grant Program**. In partnership with the GB Public Arts Commission and Community and Economic Development Dept.,funding would be provided for public arts and cultural activities. This program is established to develop the creative potential of local artists and performers, advance education, spur economic vibracy and reviatlize communities through involvement with the arts. This program provides competetive grants for temporary and permanent arts and cultural projects. Grants can range from $2,500-$10,000.	Proposed	Staff Recommends
6-2-212	Cheryl Renier-Wigg	Arts, Culture, and Tourism	$50,000	2.35 **Rotating Arts Program.** In partnership with the GB Public Arts Commission the Community and Economic Dev. Dept. would oversee and provide funding to continue the expansion of the City's Rotating Arts Program. This program pays artist to display their artwork in Green Bay. Currently there are 6 sites and this funding would provide for the addition of 4 additional sites. It would also fund the exisiting program artists stipends, program equipment and limited maintenance	Proposed	Staff Recommends
6-2-203	Dan Ditscheit	Arts, Culture, and Tourism	$500,000.00	2.35 Aid to tourism Baird Creek Triangle Hill is a City owned Tube, Ski and Snowboard Park. The winter facilities at this park consist of a heated chalet with restrooms and concessions, one tubing hill with a hands-free tube lift, two ski/snowbaording hills with tow ropes and 3.3 miles of groomed cross country ski trails. There is currently no snow making equipment so we are 100% reliant on heavy snowfall in order to open the facility to the public. If this funding is approved, it would be used to purchase **2 snow making guns** and 1 used snow grooming tractor. The snow making equipment would be able to make snow on the tubing hill and on 1 of the 2 ski hills.	Proposed	Staff Recommends

Arts, Culture, and Tourism

Total Approved	$325,000
Total Proposed	$700,000
Total	$1,025,000
Total Allocated	$1,500,000
Remaining Amount	**$475,000**

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
7-2-203	Alder Steuer	Affordable Housing Development and Small Business Support	$25,000.00	2.15 Longterm Housing assistance GB RDA parcels located at 815, 821, 833 S. Chestnut Av. and414 and 418 4th Street form a contiguous area that could be utilized for **Tiny Homes** project to assist with some homelessness issues that are plaguing our **Military Veterans**. There are 43 homeless veterans in Green Bay as of January, 2021, an increase of 126% from 2017. Gail Nohr, Brown County Veterans Service Office, has been working with me on this initiative. Nohr is in touch with County Executive, Troy Streckenbach, who is interested in the project. Nohr contacted Zach Zdroik, Executive Director, Veterans Outreach of Wisconsin. Zdroik was instrumental in getting the James A. Peterson Veteran Village and S.C. Johnson Community Center in Racine, WI. The 15 homes deal with primary needs: homelessness, food insecurity and mental health. Accompanying programs include group therapy for PTSD and for alcohol/drug addictions; assistance with work searches; financial advice and guidance; and housing placements. The Village presents a 2-year program for Veterans, though many graduate by 8 months. Classes that deal with cooking, yoga and art therapy (among others) are also present at the adjoining community center. Ms. Nohr contacted NWTC, local Carpenters Unions, Habitat for Humanity and Alliance Construction as collaborative partners in this initiative. $25,000 for a Research Study, with future considerations for more ARPA funds when the project costs are finalized	Proposed	Refer to staff
7-2-209	Alder Galvin	Affordable Housing Development and Small Business Support	$1,000,000.00	2.18 Housing Assistance $25,000.00 grants to home owners in flood plain areas to assist them in raising their foundations to prevent future flooding of their homes.	Proposed	Refer to staff
7-2-211	Alders Scannell & Johnson	Affordable Housing Development and Small Business Support	$300,000.00	2.3 Tech Assistance Funding for a 3-year Director of Urban Planning and Design position. This position will work directly for Downtown Green Bay, Inc. with direction outlined in a four-party agreement between the City of Green Bay and three downtown BIDs. The City is not staffed to provide services to the advancement of several key council-approved plans: Authenticity, Shared Vision Corridor Plan, EPA Shipyard Corridor Redevelopment Plan, 1997 Plan, 2001 Olde Main Design Plan, Broadway District Design Plan, and other plans. The importance of these plans cannot be understated given that the highest tax base density is rooted in downtown and presents the most opportunity for the growth of taxable development. General duties and responsibilities of this position will include the advancement of public spaces, development and implementation of urban design standards, execution of streetscape plans, site development and modeling to promote new development on vacant lots (housing and commercial), and grant writing/resource allocation for private and public investments. A large portion of the downtown area is in qualified census tract and promotes equitable community development. It also serves the small business community that was negatively impacted. Nearby communities are investing and thriving in their respective nodes (Titletown District, Howard Commons, Allouez, etc.) the downtown BIDs wish to keep pace with neighbors by investing in the physical spaces of downtown to make it attractive to visitors and residents. The budget for this position is an anticipated salary range of $70,000 per year plus taxes/benefits for a total of $100,000 annually. Other expenses required for the success of the position such as office supplies, computer, workspace, training and development, etc. will be covered by the downtown organizations. The request is to fund this position for three years at which time the downtown organizations will sustain the position.	Proposed	Refer to staff

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
7-2-219	Alder Steuer	Affordable Housing Development and Small Business Support	$60,000.00	2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety^ Fund a 3-year LTE position to work with the Neighborhoods division of the Community Development Department. It would be a 20 hour week at $20 per hour for a total of $60,000 for 3 years, without benefits	Proposed	Refer to staff
Affordable Housing Development and Small Business			**$1,385,000.00**			

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
6-2-206	Alder 7	Arts, Culture, and Tourism	$55,000	2.35 Aid to tourism $55 thousand for a bronze tree marker sculpture to be placed between the Hampton and Ray Nietzsche bridge. This is the end point of the old Military Road connecting Green Bay to Chicago that was constructed on an Indian trail. There is already a bronze statue at the Chicago end. The sculpture would be a recognition of Native American's impact in Green Bay and a way to honor the Ho Chunk, Menominee, and other local tribes.	Proposed	Refer to staff
7-2-210	Alder Brunette	Arts, Culture, and Tourism	$100,000.00	2.35 Aid To tourism Funding the construction of a Christkindl Market to boost tourism in Broadway District, located in a qualified census tract. On Broadway was negatively impacted with lost revenue due to event cancellaton, retail shops were disproportionately impacted from safer at home orders and the loss of foot traffic historically driven by special events . On Broadway, Inc. is requesting $100,000 to purchase materials and hire labor to construct seasonal huts for a Christkindl Market during the holiday season, which is important to our retail shops. The huts will be made available to small businesses who wish to sell holiday/ winter related products. This will not only support vendors, but the growth in foot traffic will spill over into nearby small businesses throughout the district and downtown area. The huts will need to meet code compliance for electrical wiring and heating, and will be collapsible and stored so they can be reused every year . On Broadway will cover related expenses for marketing and programming to further enhance the visitor experience including music, visits with Santa, special events and other activities designed to attract visitors. Other Christkindl Markets throughout the region have attracted significant volumes of people including Chicago, Milwaukee, Door County and Elkhart Lake which have created positive economic activity for small businesses.	Proposed	Refer to staff
7-2-213	Alder Johnson	Arts, Culture, and Tourism	$500,000.00	2.35 Aid to Tourism Request for funding to launch an artist residency. Artists were disproportionately impacted by the pandemic and On Broadway, Inc. seeks to launch an **art residency** that will house artists who work on their medium in an immersive environment while providing value to City of Green Bay residents. It is anticipated the residency will be able to house up six artists simultaneously (the term of each residency can vary). Rent will be subsidized, and some living costs are defrayed through private fundraising efforts. The residency will be managed in partnership with the City's public arts coordinator. The facility is expected to include residential units, gallery space, and a community room that can be utilized by the public. Programming may include art events, workshops and classes, musical performances, and more. Additionally, we seek to place artists with various organizations throughout the community to advance their work in a public setting such as the City of Green Bay, business improvement districts, community development organizations, cultural institutions, government departments, etc. This allocation will be matched through private investment to properly fund the launch and operation of the facility.	Proposed	Refer to staff

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
7-2-214	Alder Johnson	Arts, Culture, and Tourism	$250,000.00	2.35 Aid to Tourism The tourism industry was negatively impacted by the pandemic. $250,000 is being requested as an allocation to Discover Green Bay to promote Green Bay as a destination for visitors and to provide assistance with securing convention bookings in the city-owned KI Convention Center.	Proposed	Refer to staff
7-2-215	Alder Johnson	Arts, Culture, and Tourism	$25,000.00	2.35 Aid to Tourism There have been recent coordination efforts amongst the business owners in the Southern Broadway corridor and they wish to make improvements to the public streetscape to help support the attractiveness of the area and subsequently the small businesses that exist throughout that corridor. Three other BIDs were awarded $25,000/each for farmers' markets, but this group of business owners is not a BID and they do not host a farmers' market. Therefore, I am requesting $25,000 for this business association (legally organized as Shipyard District, Inc.) contingent on the successful passage of a resolution that will acknowledge their organization as a district. Funding decisions may be approved by their board but should generally support streetscape improvements authorized after the passage of the resolution such as pole banners, bike racks, benches, garbage cans, etc. that will help attract visitors and support the small businesses that exist there.	Proposed	Refer to staff
7-2-216	Downtown GB, Inc	Arts, Culture, and Tourism	$300,000.00	2.35 Aid to Tourism In 2009 the city invested $12 million to transform a rusty dockwall into a world class Downtown boardwalk. Since then, the space has become the social center of our city and a destination where our community and it's visitors can work, live and play. For the past 14 years, Downtown Green Bay Inc. (DGBI) has been activating and programing the CityDeck. It is safe to say that 2019, nearly 100,000 visitors came to CityDeck specifically for events. When the pandemic hit, these events came to a halt and for 2 years, there were very minimal planned activations there. This year, we are seeing a robust rebound but we have determined that in order to keep the CItyDeck competitive with other social zones in our city (such as the Titletown District) we need to make some impactful changes. We want the City Deck to continue to offer free, welcoming and inclusive activities for all. The City Deck and Fox River Trail need to grow and improve if we are to continue to draw people to the Downtown District and by doing so, having a greater economic impact. These enhancements might include, but are not limited to: Covered performance stage(s) with lighting and sound upgrades and additional seating/gathering spaces.	Proposed	Refer to staff
7-2-217	Downtown GB, Inc	Arts, Culture, and Tourism	$200,000.00	2.35 Aid to Tourism The addition of artistic elements to CityDeck/Fox River Trail corridor will significantly enhance this space and will more effectively position this areas as a safe and welcoming destination for our community and visitors. Planned elements include, but are not limited to: Gateway/wayfinding signage, entrance lighting, large scale letters (GREEN BAY) for photo oppertunities, and additional public art elements, such as upgrades and improvements to the trail under the Walnut and Main street bridges. We will use local artists when possible to create these elements, supporting these individuals as they rebound from the challenges of the pandemic.	Proposed	Refer to staff
		Arts, Culture, and Tourism Total	**$1,430,000.00**			

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
1-2-005	Alder 8	Capital Needs and Organizational Priorities	$100,000	LTE positions for attorneys and support staff in the Brown County DA office due to cases being at an overwhelming number with a majority coming from the city of Green Bay.	Proposed	Refer to staff
12-2-002	Alders Steur & VanderLeest	Capital Needs and Organizational Priorities	$100,000	Assist Business districts in improvements that were not able to be completed because of covid-19 $100,000	Partially approved and currently contemplated in other sections	
6-1-204	Alder 1, Alder 11	Capital Needs and Organizational Priorities	$25,000	1.7 Capital Improvement We have 2 fire houses (station 1 & 3) that are structuraly unsafe with a large financial impact to repair. We would like both a size and location analysis done to know future costs of combining the 2 stations to one, at a new location. Programming/Space Needs and Conceptual Design 1.The successful provider will meet with the department and staff as required to review current space usage, deficiencies, and projected growth. A space program will be developed that details existing and projected space needs of station 1 and 3 for the next 20 years. Programming will include the following: i. Program Space Needs for replacement of stations 1 and 3, as a combined station. Conduct stakeholder/department interviews to confirm individual space program needs, support space requirements, area adjacency requirements, etc. i. Prepare conceptual "bubble diagram" options showing global space needs and adjacencies. ii. Prepare a conceptual site plan diagram using aerial photos/maps to evaluate potential building locations/orientation, utility service impacts and parking/circulation impacts. iii. Review/discuss advantages and disadvantages of each option with Owner and select preferred plan and site plan alternatives for further refinement. 2. Project cost estimates will be developed for options developed on a high level, square foot-based opinion of probable cost. Estimates will include all known costs required to develop a completed project. Geographical Information System (GIS) 1.Station Location Studies are generally developed based on the following considerations: i. Using GIS Mapping to create response time polygons based on 3-5 years of past National Fire Incident Reporting System (NFIRS) data. 2.Green Bay Fire Department | Programming and Station Location 3 ii. Ability of the Department to meet National Fire Protection Association (NFPA) 1710 (Career) requirements. 3.City's Comprehensive Plan and planned future growth. 4.Insurance Services Office (ISO) rating of the City. v. Other potential issues specific to the Community (Railroads, rivers, highways, etc.)	Proposed	RECOMMEND
6-1-205	Alder 1, Alder 11	Capital Needs and Organizational Priorities	$9,000,000	1.7 Capital Improvement We have 2 fire houses (station 1 & 3) that are structurally unsafe with a large financial impact to repair. We would like to combine the 2 stations to one, at a new location.	Proposed	Not Recommended

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
7-6-212	Alder Johnson	Capital Needs and Organizational Priorities	$1,000,000.00	6.1 Provision of Govt Serv Request for a fund allocation to the RDA to strategically acquire vacant parcels that can be used for short-term challenges (parking, for example) while the city prepares an RFP to solicit private development that pays taxes and solves priority needs such as housing. One of the biggest impediments to successfully closing a development agreement is site control and cities that have a high degree of success with initiating development are those that have strategically acquired undeveloped sites that do not contribute significantly to the tax base and offer no value to adjacent properties. Areas of priority could include downtown which has the highest tax base density, industrial parks which house tremendous growth potential, and other commercial corridors that currently lack sufficient development. Additionally, this investment leverages ARPA by converting the initial investment into millions more through private capital.	Proposed	Refer to staff
Capital Needs and Organizational Priorities Total			**$10,225,000.00**			

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
6-2-207	Alder 6	Crime Prevention and Neighborhood Enhancement	$650,000	2.2 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety replace and relocate the playground, splashpad and basketball court at Farlin Park. The existing playground was installed in 1994 and is in current need of replacement. The existing splash pad was installed in 2000. The existing basketball court was last resurfaced in 2004.	Proposed	Refer to staff
5-1-208	Alder 12	Crime Prevention and Neighborhood Enhancement	$22,000	1.11 Community Violence Intervention Requesting at least two (2) Speed Boards	Proposed	Refer to staff
6-2-207	Alder 6	Crime Prevention and Neighborhood Enhancement	$650,000.00	2.2 Strong Healthy Communities Neighborhood Features that Promote Health and Safety replace and relocate the **playground**, splashpad and basketball court at Farlin Park. The existing playground was installed in 1994 and is in current need of replacement. The existing splash pad was installed in 2000. The existing basketball court was last resurfaced in 2004.	Proposed	Refer to staff
7-2-202	Alder Galvin	Crime Prevention and Neighborhood Enhancement	$600,000.00	2.22 Strong Healthy Communities **side walks** in the city are in need of major repairs or replacements. They have been neglected to the point that citizens are forced to walk in the roadway to avoid injury or harm. Many claims have been filed against the city for injuries incured due to the condition of our sidewalks.	Proposed	Refer to staff
7-3-207	Alder Brunette	Crime Prevention and Neighborhood Enhancement	$500,000.00	3.9 Healthy Environment The Packerland/West Mason intersection will be improved for vehicular safety during 2023 in partnership with Brown County. Unfortunately, this part of the project doesn't focus on pedestrian or bicyclist safety. Several community partners have shown interest in securing funding and support for this potential second phase of the project.	Proposed	Refer to staff
Crime Prevention and Neighborhood Enhancement Total			**$2,422,000.00**			

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
7-5-201	Alder Grant	Stormwater, Green Infrastructure, and Climate Resilience	$250,000.00	5.6 Stormwater **Nicolet Storm water runoff** originating in storm water base A-13 on the attached graphic has historically overwhelmed the storm sewer system and roadside ditch during high intensity rainfall events. During these rainfall events, several homes are subject to repeated flooding, resulting in property damage. Brown County has completed design of drainage improvement projects in the subject area to provide proper drainage of storm water runoff, but funding for implementation is limited.	Proposed	RECOMMEND
7-5-204	Alder Hutchison	Stormwater, Green Infrastructure, and Climate Resilience	$520,000.00	5.6 Stormwater **Baird Creek-Burgundy Ct, Surface Water Sediment Control Project** The development of the neighborhood just south of Burgundy Court in the area west of Hwy 43 and south of Baird Creek includes almost 200 lots almost all developed with homes, approximately 2.5 miles of roadway and encompasses approximately 100 acres of land. The surface water is controled through curb/gutter/storm sewer pipeline until being conveyed north to Baird Creek. The north-bound conveyance system consists of approximately 200 feet of gabians (rip rap installed within wire cages) and approximately 800 feet of natural, unlined ditch which conveys the surface water to a culvert beneath a rail spur which delivers the water to another unlined ditch (approximately 300 feet) where it is conveyed to Baird Creek. Naturally occuring erosion is occuring within and adjacent to the unlined ditches, especially during rain events. This results in large amounts of sediment being deposited into Baird Creek. This project will line the 800 ft of unlined ditch with gabians (estimated at $330,000) and construct a rip rap lined ditch with ditch checks in the 300 feet of unlined ditch to minimize sediment transport to Baird Creek (estimated at $190,000).	Proposed	Refer to staff
7-5-205	Alder Hutchison	Stormwater, Green Infrastructure, and Climate Resilience	$200,000.00	5.6 Stormwater **Bairds Creek Christa McAuliffe Park, Surface Water Sediment Control Project** The developed area of the neighborhood just east of Christa McAuliffe Park on the west half of West Twin Pines Court delivers surface water to an unlined ditch to the west to Baird Creek. This area includes 6 lots with homes and approximately 300 feet of paved roadway. Erosion along the unlined ditch is occuring, especially during rain events, which results in sediment being deposited into Baird Creek. This project will line about 500 ft of unlined ditch with rip rap and ditch checks prior to delivery to the creek.	Proposed	Refer to staff
7-5-208	Alder Brunette	Stormwater, Green Infrastructure, and Climate Resilience	$50,000.00	5.6 Stormwater There are erosion concerns along Lacount and past Fritsch Park. These funds would assist in replacing deterotiated crossings over culverts and preliminary work for the creek near Fritsch Park.	Proposed	Refer to staff
7-5-220	Alder Brunette	Stormwater, Green Infrastructure, and Climate Resilience	$230,000.00	5.6 Stormwater Construction of a retention pond in the East Town parking lot to help address flooding concerns in the area	Proposed	Refer to staff

Stormwater, Green Infrastructure, and Climate Resilience **$1,250,000.00**

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # Q.8

To receive and place on file a request by Ald. Jennifer Grant to the Finance Committee which states: "For disclosure (from staff) with discussion and possible action of all approved, proposed, and pending ARPA requests with dollar amounts attached."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2022-06-17 Dist 1 to Finance Pg 1

From: noreply@civicplus.com
To: Celestine Jeffreys
Subject: Online Form Submittal: Alders" Petitions and Communications
Date: Friday, June 17, 2022 11:15:20 AM

Alders' Petitions and Communications

Name	Jennifer Grant
Committee Name	Finance Committee
Text of Communication	For disclosure (from staff) with discussion and possible action of all approved, proposed, and pending ARPA requests with dollar amounts attached.

Email not displaying correctly? View it in your browser.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # Q.9

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

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CONFIDENTIAL Claims Committee Rpt May 2022

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # R.1

To approve the request by the Green Bay Public Works Department to install a stormwater management pond and other stormwater features at Seymour Park to assist with neighborhood flooding issues.

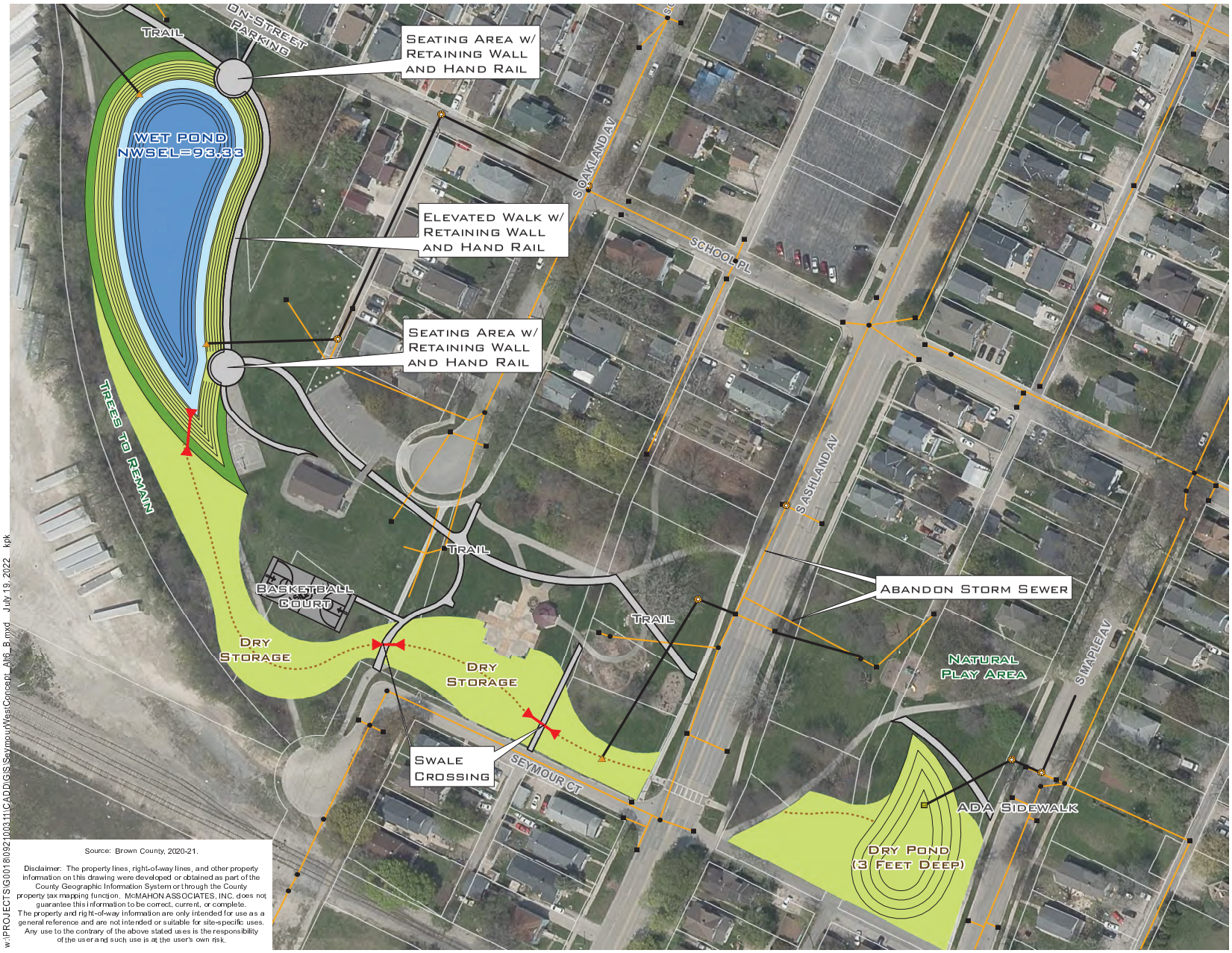
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Seymour Park Concept_Alt6_B-2
2. Seymour Park Photo Board



Source: Brown County, 2020-21.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON ASSOCIATES, INC. does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

w:\PROJECTS\G0018\0921\00311\CADD\GIS\Seymour\WestConcept_Alt6_B.mxd July 19, 2022 kpk

Proposed Stormwater Pond Features

- Prairie
- Safety Shelf
- Deep Water
- 10' Wide Maintenance Path

Other Proposed Features

- Pond Contour
- Swale Centerline
- Storm Sewer
- Culvert
- Basketball Court
- Trail

Existing Features

- Parcel Line
- Storm Sewer

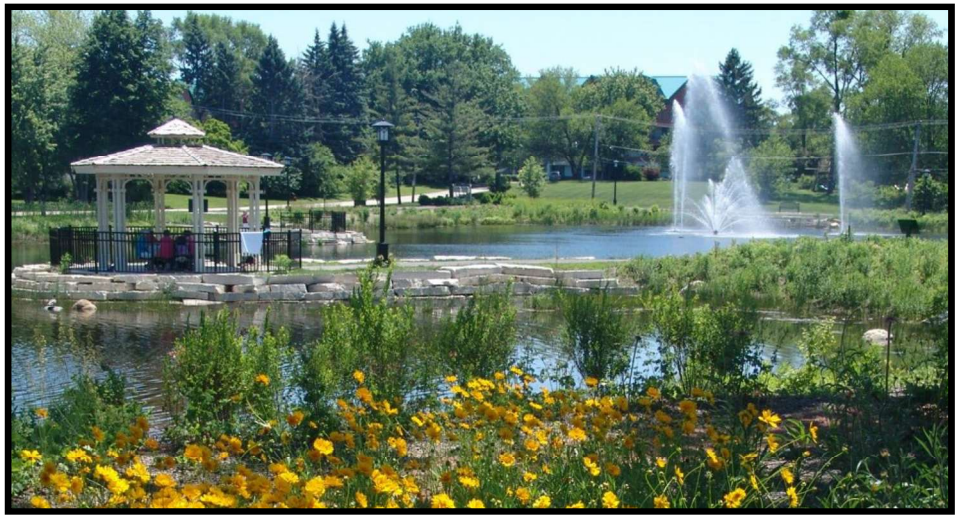
0 100 200 Feet

McMAHON ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

FIGURE 1
SEYMOUR WEST STORMWATER FACILITY - ALT 6
SEYMOUR PARK
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

Seymour Park, Green Bay, WI

Storm Water Management Planning

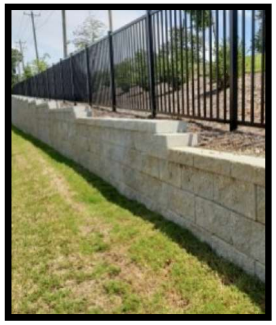


Wet Pond Water Feature

Open Shelter with Green Roof

Interpretive Signage

Stone and Plants Represent Historic Slough Through Dry Swale



Retaining Wall with Hand Rail

Dry Pond

Art Throughout Slough Planting

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # R.2

To approve the Design, Construction & Dedication Agreement with the Optimist Club of Green Bay for the construction of a concession stand with restrooms at the Finger Road Ballfield Complex.

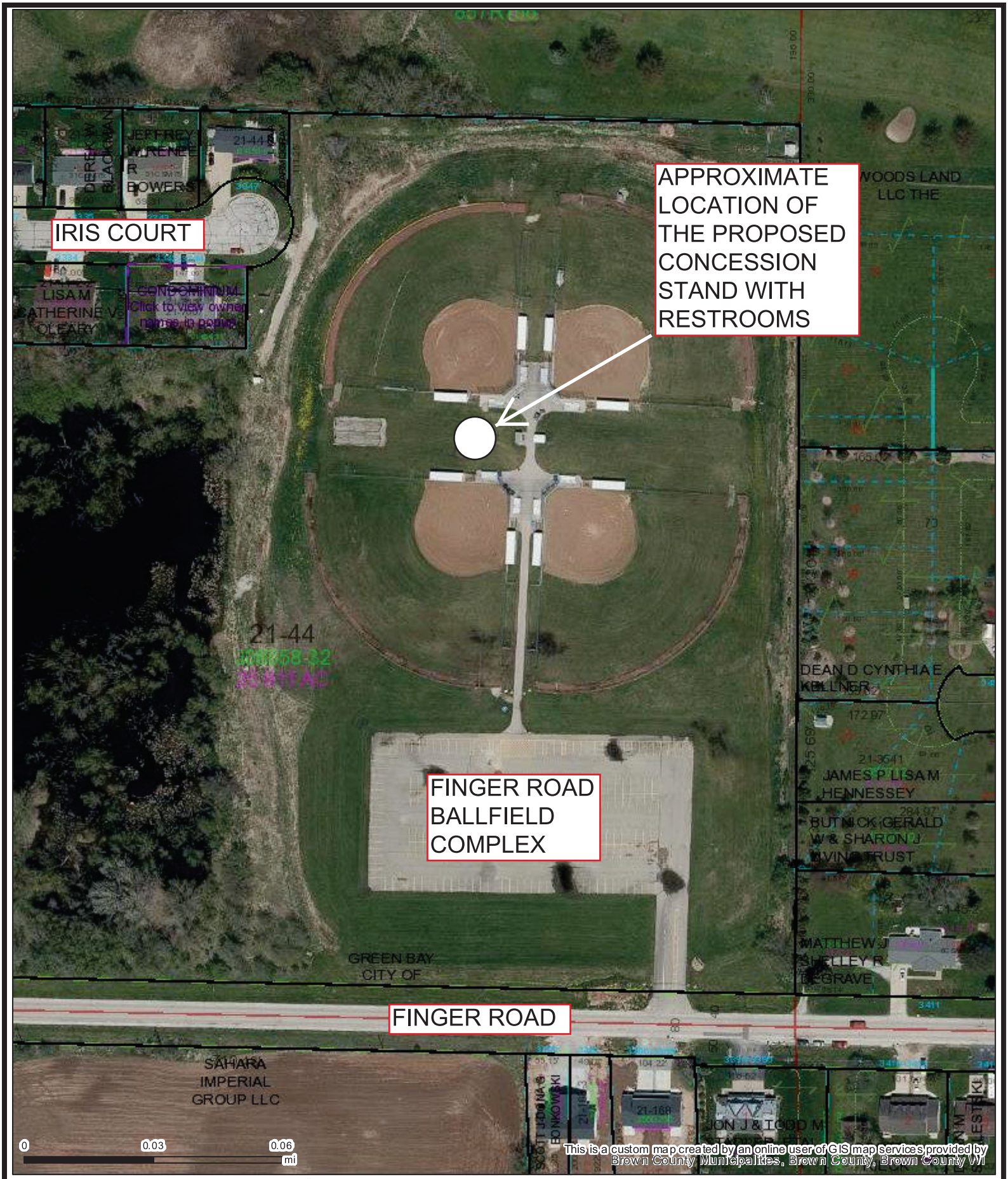
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Finger Road Ballfield Map 3
2. Finger Road Construction Dedication Agreement - Final Draft
3. Finger Road Ballfield Complex - Exhibit A



Part of Brown County WI

Map printed on 7/21/2022

1:1,800

1 inch = 150 feet*

1 inch = 0.0284 miles*

**original page size: 8.5"x11"*

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

Brown County Planning & Land Services

(920) 448-6480

www.browncountywi.gov

City of Green Bay
Department of Parks, Recreation & Forestry

DESIGN, CONSTRUCTION & DEDICATION AGREEMENT

FINGER ROAD BALLFIELD COMPLEX – CONCESSION STAND

This Agreement is made this _____ day of _____, 2022, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and THE OPTIMIST CLUB OF GREEN BAY, ("Club"), a Wisconsin non-stock corporation.

RECITALS

A. The City is the Owner of certain property located at the 3385 Finger Road, Green Bay, WI 54311 and generally known as the "Finger Road Ballfield Complex" (hereafter "Finger Road Park"). Finger Road Park is a 25.81 acre sports complex park consisting of 4 ballfields and a parking lot. There is a very active softball and little league program that utilizes the ballfields 8 months out of the year.

B. The Optimist Club of Green Bay is a Wisconsin non-stock corporation instrumental in bringing many activities and improvements to the youth of Green Bay.

C. The City and the Club have identified the need for a new concession stand with restrooms to provide adequate facilities for the softball and little league games played at the park.

D. The Club has proposed to construct a concession stand with restrooms at Finger Road Park for these purposes, and has completed all fundraising necessary to provide for such design and construction. The Club intends to complete the Project, which shall be composed of the following:

   1. An 889 square foot masonry building which will include a concession room, mechanical room, men's restroom and women's restrooms;

   2. All necessary bathroom fixtures and concession room counters, cabinets and concession equipment.

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

E. The City has agreed to allow construction of the concession stand and restroom for these purposes, and the Club has agreed to do the work at the Club's sole expense and has requested that the City accept the dedication and assume maintenance of the improvements upon completion.

F. The City is agreeable to accepting the dedication and assumption of maintenance of the completed improvements after acceptance of the construction by the City.

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

I. PURPOSE

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

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

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

II. FINANCING

A. Budget. The total cost of the Project is estimated at ($100,000.00), including all improvements and furnishings.

B. Sources. The City will be responsible to provide utility services to the proposed concession/restroom building. The Club will install the building prior to the City installing the utility services. After the building construction is completed, the City will be responsible to hook up the concession/restroom building utilities to the new utility services provided by the City. All other expenses related to the building construction and furnishing the building shall be paid exclusively by the Club.

III. OBLIGATIONS OF THE PARTIES

A. Concept Plan. Prior to construction, the City shall approve a Concept Plan, including final plans and specifications for construction of the Project which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify the location of the Improvements as defined in the Recitals.

B. Contractor. The Club shall provide construction contractor's name, address, valid Wisconsin contractor's license, approved bidder's proof, evidence of insurance, and proper classifications to the City prior to construction. A separate hold harmless in favor of the City may be required for each contractor utilize by the Club.

C. Construction Documents. Prior to commencement of construction of any Phase of the Project, the City shall approve 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. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and

2. 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 City to be appropriate.

D. Design and Construction. The Club shall cause to be designed and prepared under architect's or engineer's seal and signature, and to be constructed, the Project as defined in the recitals. Such work must also include all associated grading,removal and replacement of storm water runoff drainage impacted by the construction, and re-grading affected roads, substantially the same as detailed on the plans approved by the City. The City shall review and, if appropriate, approve the plans and specifications for the improvements as prepared by the Club's engineer. The Club will be responsible to install an active gas venting system in the building as reviewed and approved by the Green Bay Public Works Department and the Wisconsin Department of Natural Resources. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements. The Club shall cause work to be halted and remedial measures to be taken to the City's satisfaction should the work be out of compliance with the plans and specifications, and/or standard construction practices.

E. Inspection. The Club shall provide for the inspection of construction, including administration, testing, and inspection, or other supervision of construction, by a registered engineer or architect and testing firm hired by the Club and approved by the City, which approval will not be unreasonably withheld, to assure construction is in conformance with the plans and specifications. The City shall provide periodic inspection of the improvements during the construction period by its Department of Public Works, Parks Department, and Inspections Department to assure that construction is in conformance with the plans and specifications. The City agrees to notify the Club upon completion of inspection if it determines that any or all of the improvements as constructed are not in conformance with the plans and specifications.

F. Change Orders. After consultation and agreement with the City, the Club shall execute change orders and resolve contract claims relating to design and construction of the Project. The Club shall assume financial commitments resulting from any change order or resolution of a contract claim from construction of the Project.

G. Budget. Prior to construction, the City shall approve the Club proposed Budget, prepared in accordance with general principles for construction and development budgeting. The Budget shall include all "hard" construction costs for the entire Project and a line item of not less than five percent (5%) of total Project costs for cost overruns and change orders.

H. Permits and Use. The Club 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.

I. Improvement of Property. The Club shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the

City of the Preliminary Concept Plan, approval by City of the Budget and Project Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed no later than June 1, 2023. The Club shall provide an engineer's certification to the City that the Project and all improvements have been constructed in accordance with the approved plans and specifications, and shall furnish to the City as-built plans of the improvements within thirty (30) days of final acceptance.

J. Maintenance and Repair. The Club shall at all times keep and maintain, or cause to be kept and maintained, the property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.

K. Access. The City shall grant to the Club access as are reasonably necessary for construction of the Project.

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

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

    a) Bodily Injury by Accident - $100,000.00 per accident;

    b) Bodily Injury by Disease - $100,000.00 per employee; and

    c) $500,000.00 policy limit.

2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect the Club 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 the Club, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City. The amounts of such insurance shall be not less than the following limits:

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

    b) Bodily Injury and Property Damage - $2,000,000.00 per occurrence;

    c) Fire Legal Liability Damage Limit - $100,000.00 per occurrence; and

    d) Medical Expense Limit - $10,000.00 per person.

3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect the Club 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 - $250,000.00 per person; and

$1,000,000.00 per occurrence; and Property Damage - $250,000.00 per occurrence.

4. Contractors Pollution Liability. The Club shall obtain or cause to be obtained contractors pollution coverage as described by the following:

   a) Definition of "Covered Operations" in the policy must include the types of work being done for the City of Green Bay

   b) Limits of Liability:

   $2,000,000 Each loss for Bodily Injury, Property Damage, Environmental Damage

   $2,000.000 Aggregate for Bodily Injury, Property Damage, Environmental Damage (Environmental Damage includes Pollution/Clean-up costs)

   c) Form must include coverage for natural resources damage

   d) Deductible must be paid by the contractor

   e) If subcontractors are used in the work, then this policy must also cover operations of the subcontractors.

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

6. Waiver of Subrogation: All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Green Bay, its officers, council members, agents, employees, and authorized volunteers.

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

8. Fire and Casualty Insurance. The Club 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 Club shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

M. General Indemnity.

1. Protection Against Losses. The Club and any associated subcontractors shall indemnify, defend and hold harmless the City, and its officers, employees, agents, attorneys, and insurers, from any and all suits, actions, legal or administrative proceedings, 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 the Club or subcontractors of the terms of this Agreement;

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

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

    d) Any act, omission, fault, or negligence of the Club or of anyone acting under its direction or control or on its behalf, including its invitees.

    e) Any and all claims arising pursuant to the design or construction of the improvements.

2. Indemnification Limitation. . No party is required to indemnify any other party for the negligent or intentional acts, errors or omissions of the other party or their employees or agents.

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

4. This indemnity provision shall survive the expiration or termination of this Agreement. Nothing herein is intended or can be construed as requiring the City to assume any liability resulting from the design or construction of the improvements.

N. Final Acceptance. The City shall accept the improvements for continuous maintenance upon satisfactory completion of construction as determined by the City and confirm acceptance of the same in writing by the City's Director of Public Works. Under no circumstances shall the City be obligated to accept for maintenance any or all of the improvements if it deems that such improvements have not been satisfactorily constructed, as determined in its sole discretion. The Club shall obtain lien waivers for all work completed on the improvements prior to final acceptance by the City.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Club represents and warrants to the City as follows:

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

B. Payment. The Club shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. The Club shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by the Club 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. The Club shall pay all other obligations relating to the Project, including all creditors holding liens or other secured interests against the Property when and as the same become due.

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

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

E. 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 the Club is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which the Club is a party or an obligor.

F. 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. The Club 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.

V. DEFAULT

A. Default. Either party shall have all rights and remedies available under law or equity with respect to any failure of the other party to perform their obligations under this Agreement, but only after providing the defaulting party with notice of such default and a failure by the defaulting party to commence

attempts to cure such default within the thirty (30)-day notice period. If the defaulting party 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.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default, the non-defaulting party may in its discretion:

1. Termination. Terminate this Agreement ;

2. Damages. Sue for damages;

3. Specific Performance. Sue for specific performance;

4. Other Remedies. Pursue any other remedies available to the parties at law or in equity.

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

D. 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.

E. 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.

VI. TERMINATION

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

1. This Agreement is terminated because of an Event of Default;

2. The parties agree in writing to terminate this Agreement.

B. Survival of Certain Provisions. Sections III.M., III.N., IV. F., V. C., VI. B., and VII. C. shall survive the termination of this Agreement.

VII. MISCELLANEOUS PROVISIONS

A. Assignment. The Club may not assign its rights under this Agreement without the express prior written consent of the City.

B. Nondiscrimination. In the performance of work under this Agreement, neither party shall 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 of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

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

D. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement.

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

F. Parties. 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.

G. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

H. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, 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
To the Club:	Optimist Club of Green Bay Attention: Dan Madigan PO Box 938 Green Bay, WI 54305

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

I. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

J. 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.

K. 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.

L. 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.

M. 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, the Club shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

N. 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.

O. 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.

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

[Signature pages follow]

Signature page 1 of 2

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

A**CKNOWLEDGMENT**

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, Celestine Jeffreys, Clerk of the City of Green Bay, a Wisconsin corporation authorized to conduct business in Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 2 of 2

THE CITY OF GREEN BAY and THE OPTIMIST CLUB OF GREEN BAY.

THE OPTIMIST CLUB OF GREEN BAY

By: _____
Name, Title

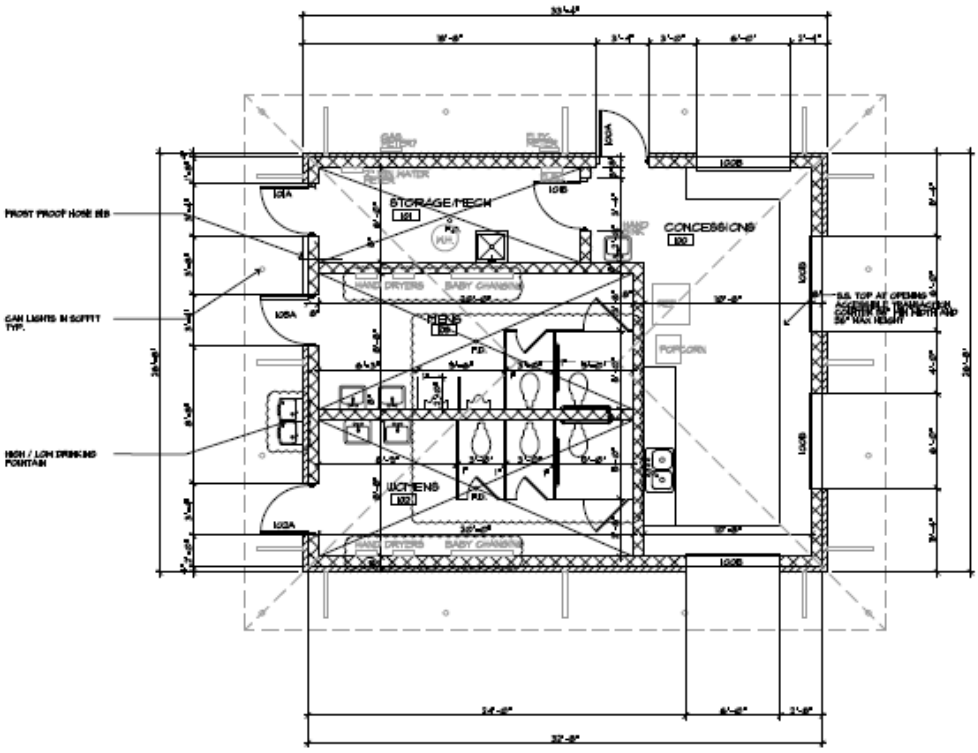
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, _____, a member of the Optimist Club of Green Bay, a Wisconsin non-stock corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A



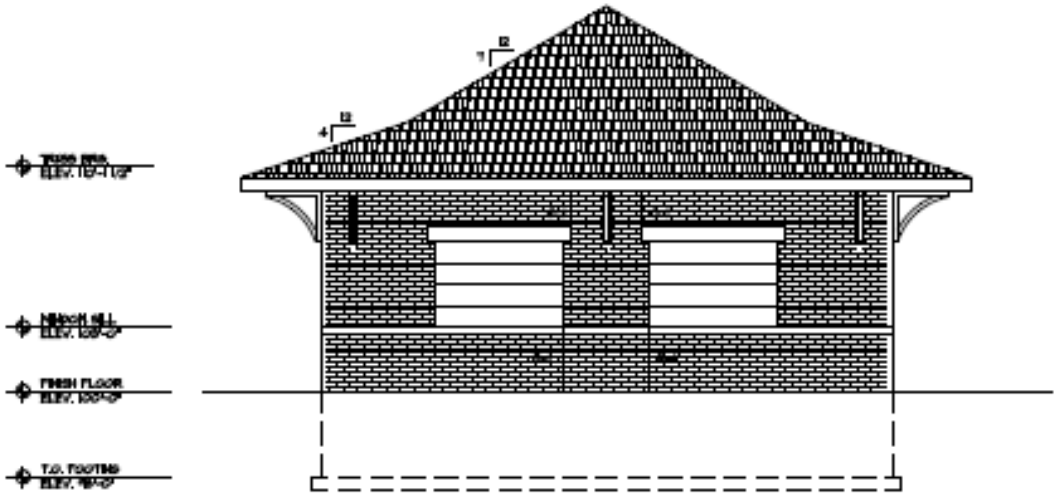


Exhibit A – Preliminary Concept Plan

Finger Road Ballfield Complex - Proposed Concession Stand/Restrooms

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # R.3

To approve the Parks, Recreation & Forestry Department's Park & Greenway Encroachment Policy.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Park Greenway Encroachment Policy 2022-Final

CITY OF GREEN BAY PARKS POLICY	
Policy Title Park & Greenway Encroachment	**Last Revised** 7/20/2022
Policy Source Parks, Recreation & Forestry Dept.	**Legal Review Date** 7/20/2022
Parks Committee Approval	**City Council Approval**

Policy Purpose

Provide City staff the tools necessary to work with adjacent property owners to return encroachment areas back to public parkland. The City has an extensive park, greenway, and trail system that is open and available to the public. A greenway also known as parkway, conservancy, or environmentally sensitive area, is an area of natural vegetation often found next to a waterway, which is managed and protected for the benefit of the community and environment. Greenways have been acquired by the City of Green Bay to help keep our waterways clean and to promote ecological diversity throughout the City. The immense root systems of the plants in greenways play a very important role in providing the following:

- Slowing water down and filtering water before it gets to the waterways.
- Providing recharge of ground water.
- Reducing flooding.
- Keeping soil in place and preventing erosion.
- Providing aesthetic and ecological enhancements.
- Supporting healthy fisheries and other aquatic life.
- Providing important migration corridors for wildlife.

There are a large number of residents that live directly adjacent to parks or greenways. There is a desire by the Parks, Recreation and Forestry Department to create a Park and Greenway Encroachment enforcement policy. This policy will provide City staff the tools necessary to work with adjacent property owners to return these encroachment areas back to public parkland, consistently throughout the City.

Unfortunately, a large percentage of these property owners have encroached on these public parks and greenways for private use, without approval from the City. Many times, these unauthorized improvements, mowing, and maintenance practices, give the false impression that these areas are private property and therefore appear to not be available or accessible to the public. Modifying the vegetation in these natural areas has a direct impact in achieving the

primary greenway roles listed above. Additionally, certain impacts to the vegetation in the greenways can compromise the health of other plants far beyond the area initially impacted. These impacts include, but are not limited to;

- Mowing into the greenway to achieve more lawn space.
- Creating private vegetable or flower gardens.
- Installing sheds, playground equipment, fences, arbors, and other built items.
- Disposing of lawn and garden waste on City parkland.
- Constructing patios, fire pits, footbridges, staircases, etc.
- Storing trailers, equipment, firewood piles, and other materials.
- Cutting down healthy vegetation, trimming trees, and removing brush.

Complaints: The City does received complaints regarding encroachment on parks, greenways, and trails. Under this policy the City will continue to response to complaints when received and follow the steps identified in this policy.

Property Survey: The City will survey properties, including parks, greenways, and trails to determine if encroachments are present and follow the steps identified in this policy to resolve.

Steps:

1. City will send a letter to <u>all</u> directly adjacent property owners identifying the possible encroachment issues happening on the adjacent City property, actions that need to be taken by persons causing the encroachment and identify the inspection process that will commence at these properties, if the encroachment is not corrected or removed.
2. After at least 30 days, City staff will inspect the properties. Any property owner that has not corrected or removed an encroachment will be billed an inspection fee. The status of the encroachment will be documented for follow-up inspections and possible enforcement action. The inspection fee will be consistent with other standard inspection fees charged by the City Inspection Department. A follow up letter will be sent along with the fee, again explaining the expectations.
3. No more frequently than every 2 weeks, City staff will re-inspect the properties for continued encroachments. Any property owner that does not correct or remove the encroachment will be charged subsequent inspection fees for each inspection. A follow up letter will be sent along with the fee, again explaining the expectations.
4. After at least two inspections and opportunities for correction, City staff may review the circumstances on a case-by-case basis for additional enforcement actions or other alternatives that may be appropriate.
5. No inspections will be done for mowing concerns from November 1 through May 1.
6. Concerns regarding built or stored items on Park and Greenway property will continue year-round.
7. City staff will report to the Parks Committee 2 times per year with an update to this initiative. These bi-annual reports will list the parks, greenways, and trails that have been surveyed, as well as the actions taken, and what is upcoming.
8. Neighbors seeking to remove invasives, plant, or otherwise clean up parks, greenways, and trails may do so by contacting the City to plan a group event or continuing event such as the adopt a park or trail program.

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # R.4

A. To approve hiring Fortress Fence to repair the Beaver Dam Park Backstops at Fields 2 and 3 for $22,845.

B. To approve hiring Fortress Fence to repair the tennis court fencing at Fisk Park for $6,043.

C. To approve hiring Fortress Fence to repair the Perkins Park Baseball Backstop for $28,626.

D. To approve the purchase of fence materials from Fortress Fence to repair miscellaneous damaged fencing for $1,502.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Parks Storm Damage Request

Purchasing Department
100 North Jefferson Street • Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

Bid Summary Park Equipment/Infrastructure Storm Damage

There are four sites in the Parks Department that suffered damage from the recent storm. The locations are Beaver Dam Park Field #2, Beaver Dam Park Field #3, Fisk Park Tennis Courts, and Perkins Park Backstop.
Our Insurance carrier has been notified and this will end up being a claim. It is our intent to get the repair cost prepared for consideration and approval.

The site repair costs are listed below:

All work was solicitated with 5 local fence vendors and the Quotes are listed below accordingly. Beaver dam Park had multiple quotes. The Perkins Park repair was only quoted by one vendor and that repair required a sole source document to be applied to that repair.

1. Beaver Dam Park Field 2 and 3
   Quotes received: Fortress Fence and Custom Fence
   Fortress Fence Quote # 11585 at $22,845.00
   Custom Fence Quote # 7122022 at $26,600.00
   Purchasing Recommends Fortress Fence for this purchase

2. Fisk Park Tennis Court
   Quote received: Fortress Fence
   Fortress Fence Quote #11741 at $6,043.00
   Purchasing Recommends Fortress Fence for this purchase

3. Perkins Park Backstop
   Quote received from Fortress Fence
   Fortress Fence Quote # 12015 at $28,626.00
   Purchasing Recommends Fortress Fence
   Note: Sole Source Form is required due to amount of repair costs. Only one quote obtained 5 vendors contacted to quote.

4. Fence repair parts – multiple sites
   Quote received from Fortress Fence
   Fortress Quote # 11998 at $1,502.00
   Purchasing recommends Fortress Fence

   Total Amount for Approval: $59,016.00

   Respectfully Submitted,
   Thomas J. Walenski – COGB Procurement Manager Thomas Walenski 7-22-22

Quote

Fortress Fence
1225 Lakeview Drive
Green Bay, WI 54313

FORTRESS FENCE
A DIVISION OF CENTURY FENCE

Quote To:	**Project Location:**	Quote #: 11585
CITY OF GREEN BAY PARKS & REC	BEAVER DAM PARK BACKSTOP REPAIRS	Quote Date: 6/20/2022
919 N Crocker St	14002 SPRINGDALE LANE	
Green Bay, WI 54303	GREEN BAY, WI 54304	

Description

FIELD 2 BACKSTOP

Furnish and install (3) new 4" OD posts and the rails in the backstop section behind home plate, replacing the damaged posts. The existing chain link will be reattached to the new posts. All posts will be set in 8' deep concrete footings.

FIELD 3 BACKSTOP

Furnish and install (3) 4" OD posts and the rails in the backstop wing, replacing the damaged posts. The existing chain link will be reattached to the new post, which will be set in 8' deep concrete footings.

** Both repairs are figured to be done at the same time **
Excludes: Asphalt patching (if necessary), Hydro-excavating, Private Utility Locate

Quote Total: $22,845.00

Quote Valid For 15 days

Buyer's Signature: _____ **Date:** _____ **Submitted by:** Jason Plate

Acceptance: This quote when accepted in writing by purchaser and by Century Fence Company becomes a contract between two parties.The conditions on the attached 'Terms and Conditions' are made a part of this contract.

Jason Plate
Office: 920-857-2624
Cell:920-360-6398
Email:jplate@ffence.com

Terms of Payment: Net Cash upon receipt of invoice.

Custom
FENCE, INC.

Custom Fence Inc.
5335 HWY 29
Denmark, WI 54208
PHONE-920-863-1146 FAX-920-863-1148
WEBSITE:WWW.CUSTOMFENCEUS.COM
EMAIL:INFO@CUSTOMFENCEUS.COM

PROPOSAL/CONTRACT

07/12/2022

Customer Information:

EMMA BROWNE@BEAVER DAM PARK FIELD 1
1402 SPRING DALE LN
GREENBAY, WI
920-448-3383

Job Information:

Notes:

TAKE DOWN THREE SECTIONS OF THE BACK STOP 24'FT HIGH.REMOVE BENT POST.SET NEW 4" 24'FT HIGH POST IN CONCRETE.SUPPLY AND INSTALL 7-1 5/8 RAILS WITH NEW FABRIC WITH NEW FITTINGS.

Custom Fence Inc. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.In order to be scheduled in to our schedule customer must complete the attached installation check list, copy of signed contract, copy of plat map and half down. Custom Fence Inc. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Custom Fence Inc. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does Custom Fence Inc. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

Custom Fence Inc. will assume the responsibility for having underground public utilities located and marked.If public utilities are within 18 inches of fence line the fence needs to be relocated or the customer excepts all responsibility for any damage caused during digging. However, Custom Fence Inc. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Custom Fence Inc. to dig in the immediate vicinity of known utilities. The price herein named does not include the encountering of sewer pipes,rock,boulders,private electrical lines or other conditions that require the use of coring or excessive hand digging.If these conditions or any other obstacles are encountered there will be an additional charge of $100.00 per man hr to complete this task or $100.00 per hole to hand dig around utilities. The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.Cancellation Policy : The customer will have 3 days after signed contract to cancel.Deposits may be forfeited for late cancellation. A finance charge of 1 1/2% per month (or a minimum of $1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 3 days after completion of any work invoiced. If not paid in 3 days all warranty is void. All materials will remain the property of Custom Fence Inc. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt. Custom Fence Inc. is not responsible for damage caused by negligence,vandalism,washouts,frost,natural disasters,act of god,or natural aging process of wood such as splits or weather checks unless it affects the structural strength of the fence.END OF TEXT

Approved & Accepted for Customer:

Customer _____ Date _____

Accepted for Custom Fence Inc.:

Salesperson _____ Date _____

Contract Amount:	$ 11600.00
Down Payment:	$ 5800.00
Balance Due:	$ 5800.00

Custom
FENCE, INC.

Custom Fence Inc.
5335 HWY 29
Denmark, WI 54208
PHONE-920-863-1146 FAX-920-863-1148
WEBSITE:WWW.CUSTOMFENCEUS.COM
EMAIL:INFO@CUSTOMFENCEUS.COM

PROPOSAL/CONTRACT

07/12/2022

Customer Information:

EMMA BROWNE@BEAVER DAM PARK FIELD 3
1402 SPRING DALE LN
GREENBAY, WI
920-448-3383

Job Information:

Notes:

TAKE DOWN FOUR SECTIONS OF THE BACK STOP 24'FT HIGH.REMOVE 3 BENT POSTS.SET THREE NEW 4" 24'FT HIGH POSTS SET IN CONCRETE.SUPPLY AND INSTALL 7-1-5/8 RAILS WITH NEW FABRIC AND FITTINGS.

Custom Fence Inc. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.In order to be scheduled in to our schedule customer must complete the attached installation check list, copy of signed contract, copy of plat map and half down. Custom Fence Inc. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Custom Fence Inc. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does Custom Fence Inc. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

Custom Fence Inc. will assume the responsibility for having underground public utilities located and marked.If public utilities are within 18 inches of fence line the fence needs to be relocated or the customer excepts all responsibility for any damage caused during digging. However, Custom Fence Inc. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Custom Fence Inc. to dig in the immediate vicinity of known utilities. The price herein named does not include the encountering of sewer pipes,rock,boulders,private electrical lines or other conditions that require the use of coring or excessive hand digging.If these conditions or any other obstacles are encountered there will be an additional charge of $100.00 per man hr to complete this task or $100.00 per hole to hand dig around utilities. The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.Cancellation Policy : The customer will have 3 days after signed contract to cancel.Deposits may be forfeited for late cancellation. A finance charge of 1 1/2% per month (or a minimum of $1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 3 days after completion of any work invoiced. If not paid in 3 days all warranty is void. All materials will remain the property of Custom Fence Inc. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt. Custom Fence Inc. is not responsible for damage caused by negligence,vandalism,washouts,frost,natural disasters,act of god,or natural aging process of wood such as splits or weather checks unless it affects the structural strength of the fence.END OF TEXT

Approved & Accepted for Customer:

Customer — Date

Contract Amount: $ 15000.00

Down Payment: $ 7500.00

Balance Due: $ 7500.00

Accepted for Custom Fence Inc.:

Salesperson — Date

Quote

Fortress Fence
1225 Lakeview Drive
Green Bay, WI 54313

FORTRESS FENCE
A DIVISION OF CENTURY FENCE

Quote To:
Andy Krzewina
CITY OF GREEN BAY PARKS & REC
919 N Crocker St
Green Bay, WI 54303

Project Location:
Fisk Park Tennis Court Storm Damage
995 Dousman Street
Green Bay, WI

Quote #: 11741
Quote Date: 6/28/2022

Description

Tennis Court Storm Damage Repairs:

Remove the existing east fence line (120 LF) of the tennis court (where the wind has blown the fence over). Dispose of the posts as well as the bent rails. Salvage the chain link fabric and the straight rails for reinstallation.

Furnish and install all new line posts and (2) new corner posts. Line posts shall be 2-1/2" O.D. galvanized steel pipe driven 60" in depth and spaced a maximum of 10' on centers. The fence shall consist of top and middle rails which will be 1-5/8" O.D. galvanized pipe, as well as bottom tension wire.

- 2 - Corner posts: 3" O.D. Galvanized pipe - Driven 60" in Depth

Existing chain link fabric will be reinstalled.

Excludes Private Utility Locate

Quote Total: $6,043.00

Quote Valid For 15 days

Buyer's Signature: _____ **Date:** _____ **Submitted by:** Geoff Seefeldt

Acceptance: This quote when accepted in writing by purchaser and by Century Fence Company becomes a contract between two parties.The conditions on the attached 'Terms and Conditions' are made a part of this contract.

Geoff Seefeldt
Office: 920-490-9333
Cell:920-360-8003
Email:gseefeldt@Centuryfence.com

Terms of Payment: Net Cash upon receipt of invoice.

Quote

Fortress Fence
1225 Lakeview Drive
Green Bay, WI 54313

FORTRESS FENCE
A DIVISION OF CENTURY FENCE

Quote To:
Mark Kugel
CITY OF GREEN BAY PARKS & REC
919 N Crocker St
Green Bay, WI 54303

Project Location:
Perkins Park Backstop Repair
North Fisk Street
Green Bay , WI

Quote #: 12015
Quote Date: 7/14/2022

Description

Backstop Repair:

Remove and dispose of the center section of the backstop as well as the section on the first base side of the backstop (includes disposal of the concrete post footings).

The section on the third base side of the backstop will remain (this section consists of seven posts in total).

Furnish and install (11) new 4" OD X 30' long posts in the same layout as the existing backstop. All posts to be set in 12" X 72" concrete footings. The back section will consist of (6) horizontal rails, and the side section will consist of (5) horizontal rails (this matches the rail configuration of the existing backstop). The bottom center section will be very heavy duty 6 gauge chain link fabric (12' high) , and the remainder of the chain link fabric will be standard commercial grade 9 gauge (12' high).

Excludes Private Utility Locate

Quote Total: $28,626.00

Quote Valid For 15 days

Buyer's Signature: _____ **Date:** _____ **Submitted by:** Geoff Seefeldt

Acceptance: This quote when accepted in writing by purchaser and by Century Fence Company becomes a contract between two parties.The conditions on the attached 'Terms and Conditions' are made a part of this contract.

Geoff Seefeldt
Office: 920-490-9333
Cell:920-360-8003
Email:gseefeldt@Centuryfence.com

Terms of Payment: Net Cash upon receipt of invoice.

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

TO : Purchasing Division/Administrative Services **DATE:** *07/22/22*

FROM: Department/Division *Parks, Recreation & Forestry* **REQUISITION #**

List "No Substitute" Item(s) here:
Perkins Park - Backstop Fence Repair

Select One:

- [x] 1) One Time Purchase Estimated Cost: $ *$28,626*
- [ ] 2) Annual Commodity purchase: Estimated annual cost: $
- [ ] 3) Item may be purchased again: Indicate term: Estimated Annual Cost: $

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

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

- [ ] 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- [ ] 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- [ ] 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
- [ ] 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- [ ] 5. Safety:
- [x] 6. Other: *Only one company provided a quote.*

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

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

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

We reached out to 6 fence companies and requested quotes for the repair of the baseball backstop at Perkins Park. This fence was damaged in the recent storm. Fortress Fence was the only company that submitted a quote. The other 5 companies either did not respond or we were told they could not fit this work into their schedule.

Approvals:

Requestor: *Daniel Ditscheit* Date: 7/22/2022

Department Head: *Daniel Ditscheit* Date: 7/22/2022

Purchasing Manager: [signature] Date: 7-22-22

Quote

Fortress Fence
1225 Lakeview Drive
Green Bay, WI 54313

FORTRESS FENCE
A DIVISION OF CENTURY FENCE

Quote To:
Mark Kugel
CITY OF GREEN BAY PARKS & REC
919 N Crocker St
Green Bay, WI 54303

Project Location:
10' Fence Repair Materials
Customer Pick Up

Quote #: 11998
Quote Date: 7/13/2022

Description

Fence Repair Materials:

Furnish the following materials to repair the 10' tall fence:
(2) - 2-1/2" loop tops
30 LF of 10' tall galvanized chain link fabric
(2) - 2-1/2" X 15' line post
(1) - 3" X 15' corner post
(4) - 1-5/8" X 21' rails (for top and mid rails)
(18) - 3" tension bands
(4) 3" end bands
(3) - 10' tension bars
(4) - 1-5/8" rail ends

Materials to be picked up at our yard.

Quote Total: $1,502.00

Quote Valid For 15 days

Buyer's Signature: _____ **Date:** _____ **Submitted by:** Geoff Seefeldt

Acceptance: This quote when accepted in writing by purchaser and by Century Fence Company becomes a contract between two parties. The conditions on the attached 'Terms and Conditions' are made a part of this contract.

Geoff Seefeldt
Office: 920-490-9333
Cell: 920-360-8003
Email: gseefeldt@Centuryfence.com

Terms of Payment: Net Cash upon receipt of invoice.

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # R.5

To approve the request by TDS Metrocom, LLC for a Utility Easement at Kennedy Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Kennedy Park Easement (002)
2. Exhibit A - TDS - Green Bay EASTMAN signed
3. TDS Metrocom Cabinet
4. Surveyor's Photos - Kennedy Park

DOCUMENT NO.

CONVEYANCE OF NON-EXCLUSIVE EASEMENT

This Conveyance of Exclusive (including exhibits hereto, this "Conveyance") is made as of the 5th day of July, 2022 by **City of Green Bay, a Wisconsin Municipal Corporation,** its successors and assigns ("Grantor").

WHEREAS, GRANTOR is the owner of that certain land located in part of Lot 4 of Newberry's Addition to the City of Green Bay – Subdivision No. 1, and part of the Northwest Quarter of the Northwest Quarter of Section 33, Township 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin and more particularly described on Exhibit "A" ("Burdened Parcel") attached hereto and made a part hereof; and

NOW, THEREFORE, for valuable consideration of One Dollars ($1.00) and other good and valuable consideration, Grantor does hereby give, grant and convey to **TDS Metrocom, LLC**, its successors and assigns ("Grantee"), an "exclusive" perpetual easement upon, in, under, over, 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, cabinets, and appurtenances for communication and/or other purposes, together with the right to have commercial electrical service extended across, and under a portion of the certain real property described as follows:

RETURN TO

Attn: Sean Murray
Permit/Construction
525 Junction Road
Madison WI 53717

Parcel Identification Number: **21-2148**

Located in part of Lot 4 of Newberry's Addition to the City of Green Bay - Subdivision No. 1, and part of the Northwest Quarter of the Northwest Quarter of Section 33, Township 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of said section 33; thence South 00 degrees 21 minutes 48 seconds West along the West Line of the Northwest Quarter of said Section 33, a distance of 35.01 feet to an extension of the South Right-of-Way (ROW) Line of Eastman Avenue; thence South 87 degrees 56 minutes 39 seconds East along said extension and said South ROW Line, a distance of 113.96 feet to the Point of Beginning; thence continuing South 87 degrees 56 minutes 39 seconds East along said South ROW Line, a distance of 15.00 feet; thence South 02 degrees 03 minutes 21 seconds West perpendicular to said South ROW Line, a distance of 15.00 feet; thence North 87 degrees 56 minutes 39 seconds West parallel to said South ROW Line, a distance of 15.00 feet; thence North 02 degrees 03 minutes 21 seconds East perpendicular to said South ROW Line, a distance of 15.00 feet to the Point of Beginning.

1. **Grantee** may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of electronic telecommunications cabinets, overhead and underground cables, wires, ducts and conduits, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems, together with commercial electrical service extended upon, in, under, over, across, and along an easement area, **15 feet by 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 has the authority to grant and execute this easement.

8. 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.

9. **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.

DATED: _____

By_____(SEAL)

Eric Genrich
_____ PRINT

Mayor of Green Bay
_____ TITLE

TDS TELECOM USE ONLY

Company No. 864

Easement No. EGRN-22-10-RRH

Exchange No. 913

WBS Element: TC-210913025

By _____ (SEAL)

Celestine Jeffreys PRINT

City Clerk of Green Bay TITLE

STATE OF WISCONSIN)
) SS.
County of)

On this day of , 20 , 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.

_____
Signature of Notary

Witness my hand and official seal

_____
Printed Name of Notary

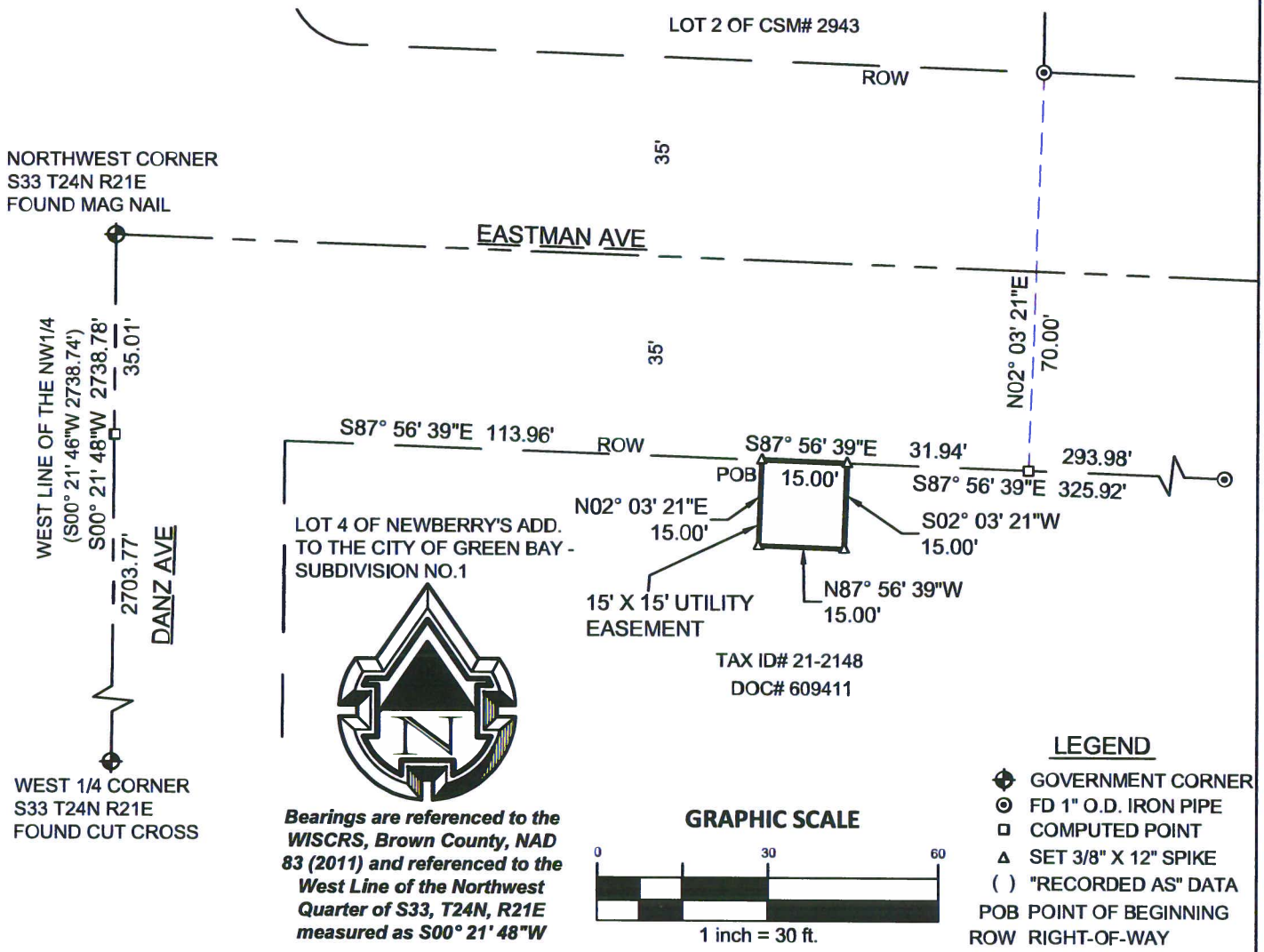
Notary Public _____County,

My Commission Expires: _____, 20_____

The instrument was drafted by: Sean Murray, TDS Telecommunications Corporation
Insertions by: Jamie Friis – Mi-Tech Services, Inc.

EXHIBIT "A"

LOCATED IN PART OF LOT 4 OF NEWBERRY'S ADDITION TO THE CITY OF GREEN BAY - SUBDIVISION NO. 1, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 24 NORTH, RANGE 21 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



Legal Description for TDS Easement:

Located in part of Lot 4 of Newberry's Addition to the City of Green Bay - Subdivision No. 1, and part of the Northwest Quarter of the Northwest Quarter of Section 33, Township 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of said section 33; thence South 00 degrees 21 minutes 48 seconds West along the West Line of the Northwest Quarter of said Section 33, a distance of 35.01 feet to an extension of the South Right-of-Way (ROW) Line of Eastman Avenue; thence South 87 degrees 56 minutes 39 seconds East along said extension and said South ROW Line, a distance of 113.96 feet to the Point of Beginning; thence continuing South 87 degrees 56 minutes 39 seconds East along said South ROW Line, a distance of 15.00 feet; thence South 02 degrees 03 minutes 21 seconds West perpendicular to said South ROW Line, a distance of 15.00 feet; thence North 87 degrees 56 minutes 39 seconds West parallel to said South ROW Line, a distance of 15.00 feet; thence North 02 degrees 03 minutes 21 seconds East perpendicular to said South ROW Line, a distance of 15.00 feet to the Point of Beginning.

WISCONSIN
PRESTON A. LIPTACK
S-3063
WAUSAU
WI
LAND SURVEYOR

6-24-22

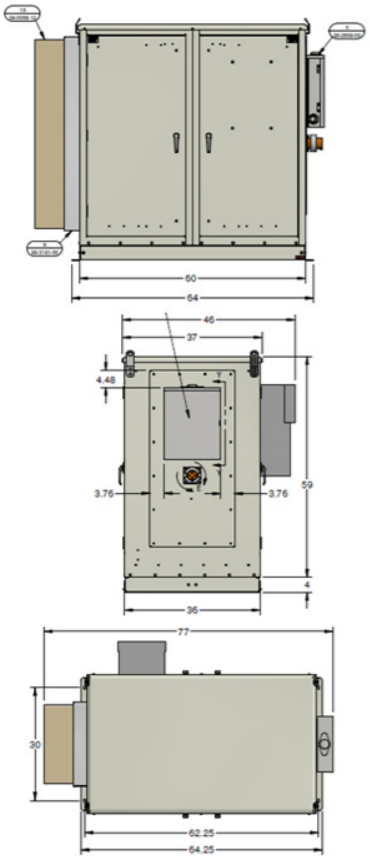
mi-TECH
Fond Du Lac • Green Bay • Madison • New Berlin
800.465.8050

JUNE 22, 2022

SHEET 1 OF 1

TC-210913025

NODE SITE BUILD-OUT



Node Footprint: ~ 10’ x 10’
Concrete Pad: 72” x 88” x 6”
Cabinet Dimensions: 64”W x 46”D x 63”H

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE

August 2, 2022

AGENDA ITEM # S.1

To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
a. Parking Enforcement Officer (2) - Public Works
b. Operator I (Tractor) - Public Works
c. Programmer Analyst - Information Technology

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 7.26.2022
2. Parking Enforcement Officer - C. Rogers 09.01.22
3. Parking Enforcement Officer - E. Kuzma 10.17.22
4. Operator I (Tractor) - S. Eiting 07.28.22
5. Programmer-Analyst - C. Jolin 07.15.22
6. Position Request To Fill - D&I Coordinator

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: July 26, 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.

• Parking Enforcement Officer (2) – Replacement positions due to the retirement of Curt Rogers effective September 1, 2022 and retirement of Eva Kuzma effective October 17, 2022. Salary range: $16.50 – $19.42 houly.
• Operator I (Tractor) – Replacement position due to the resignation of Scott Eiting effective July 28, 2022. Salary range: $20.56 - $24.20 hourly.
• Programmer Analyst – Replacement position due to the resignation of Cody Jolin effective July 15, 2022. Salary range: $65,644 - $77,251 annually.
• Diversity and Inclusion Coordinator – Replacement position due to the resignation of Raiya Sankari-Diaz effective July 5, 2022. Salary range: $56,534 - $66,497 annually.

Position Justification Form
June 21, 2022

Position Title: **Parking Enforcement Officer (PEO) –** DPW-Parking Division

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

   _X_ Replacement Position **___ Not a Replacement Position**

   This Parking Enforcement Officer vacancy is the result of the retirement of Curt Rogers effective at the end of his regular work shift on September 1, 2022.

   Due to Parking Division's stand-alone financial status and the revenue-generation nature of Parking Enforcement Officers, the Parking Division is requesting permission to hire a replacement and have them trained prior to Curt's departure on September 1. The Parking Division anticipates that a new Parking Enforcement Officer will need three (3) weeks for proper training. Filling the position by the target date of August 15, 2022 would allow the necessary time to complete the training required.

   It is anticipated that a three-week over-hire for the Parking Enforcement Officer position will cost Parking Division approximately $3,100 in wages and benefits. The 2022 Parking Division budget is capable of handling this additional cost.

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.**
   This position is funded through the Parking Division's operating budget. The 2022 wage range is $16.50 to $19.42 per hour (Pay Grade C).

3. **Please list the functions and any special information regarding this position.**
   Parking Division provides over 95% of the City's parking enforcement services. The remainder of parking enforcement is provided by Police Department. Currently there are four (4) Parking Division Parking Enforcement Officers for the entire City. Parking enforcement provided by Parking Division occurs Monday through Saturday.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
   Parking Enforcement Officers generate parking citation revenue, which allows Parking Division to operate without funding from City tax levy revenue.

5. **Please explain why current staff is unable to absorb duties of this position.**
   See answers to 3 and 4 above. Full enforcement staffing is necessary to cover all enforcement zones, and generate the revenue that Parking Division needs to be financially independent from the City tax levy.

6. **If duties of position are presently being done, how are they done?**
   Without Parking Enforcement Officers, there would be little to no parking enforcement activity in the City of Green Bay. Police Department places parking enforcement low on their priority list.

7. **What service would be reduced or eliminated if this position is not filled?**
Parking Division would continue to operate at its current level of parking enforcement for the City, but parking compliance/enforcement in the City and associated revenue would decrease. Insufficient revenue would require Parking Division to eliminate services, or require assistance from the City's tax levy to remain financially solvent.

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

9. **Are there union issues?**
No.

10. **Other supporting comments.**
The City attempted to privatize the (then) Parking Utility in 1998, and was met with significant resistance. After seeing what occurred with privatization of the City of Chicago parking system, Green Bay is not interested in dealing with the increased costs and problems of a privatized public parking system. Green Bay's current parking system is functioning well, but needs employees to function properly.

Position Justification Form
July 8, 2022

Position Title: Parking Enforcement Officer (PEO) – DPW-Parking Division

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

   _X_ Replacement Position **___ Not a Replacement Position**

   This Parking Enforcement Officer vacancy is the result of the retirement of PEO Eva Kuzma effective at the end of her regular work shift on Monday, October 17, 2022.

   Due to Parking Division's stand-alone financial status and revenue-generation nature of PEO's, Parking Division is requesting permission to hire Eva's replacement and have them trained prior to Eva's departure on October 17. It is anticipated that a new PEO needs three (3) weeks for proper training. A replacement would be needed by Monday, September 26, 2022.

   It is anticipated that a three-week over-hire will cost Parking Division approximately $3,100 in wages and benefits. The 2022 Parking Division budget is capable of handling this additional cost.

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.**
   This position is funded through the Parking Division's operating budget. The wage range is $16.50 to $19.42 per hour (Pay Grade C).

3. **Please list the functions and any special information regarding this position.**
   Parking Division provides over 95% of the City's parking enforcement services. The remainder of parking enforcement is provided by Police Department. Currently there are four (4) Parking Division Parking Enforcement Officers for the entire City. Parking enforcement provided by Parking Division occurs Monday through Saturday.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
   Parking Enforcement Officers generate parking citation revenue, which allows Parking Division to operate without funding from City tax levy revenue.

5. **Please explain why current staff is unable to absorb duties of this position.**
   See answers to 3 and 4 above. Full enforcement staffing is necessary to cover all enforcement zones, and generate the revenue that Parking Division needs to be financially independent from the City tax levy.

6. **If duties of position are presently being done, how are they done?**
   Without Parking Enforcement Officers, there would be little to no parking enforcement activity in the City of Green Bay. Police Department places parking enforcement low on their priority list.

7. **What service would be reduced or eliminated if this position is not filled?**
Parking Division would continue to operate at its current level of parking enforcement for the City. But parking compliance/enforcement in the City and associated revenue would decrease. Insufficient revenue would require Parking Division to eliminate services, or require assistance from the City's tax levy to remain financially solvent.

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

9. **Are there union issues?**
No.

10. **Other supporting comments.**
The City attempted to privatize the (then) Parking Utility in 1998, and was met with significant resistance. After seeing what occurred with privatization of the City of Chicago parking system, Green Bay is not interested in dealing with the increased costs and problems of a privatized public parking system. Green Bay's current parking system is functioning well, but needs employees to function properly.

Position Fill Request
Justification Report
July 19, 2022

Position Title: Operator I (Tractor) – Public Works 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**

   Public Works is requesting to fill one (1) Operator I (Tractor) vacancy due to the resignation of Scott Eiting effective at the end of the business day on July 28, 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-Traffic Division operating budget. The current salary range for the Operator I position is $20.56 to $24.20 per hour (Pay Grade F).

3. **Please list the functions and any special information regarding this position.**
   Tractor Operators perform a full range of duties including, but not limited to, removing snow, cutting grass, snow/ice control between winter storms, beam guard rail repair, pavement repair, pothole patching, and general labor assignments related to DPW core functions.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
   This position does not generate revenue for the City. 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 a Tractor Operator position represents a reduction in DPW's ability to provide all Street Section services in a timely manner, notably wintertime snow removal and summertime grass cutting.

6. **If duties of position are presently being done, how are they done?**
   Duties of vacant positions are assigned to other Street Section employees as needed. When there is a lack of personnel, assignments are prioritized. If staffing is not available, then lower priority assignments are either 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. DPW's biggest concern is keeping up with grass cutting, yard waste collection, and snow removal duties.

8. **What are the alternative methods and costs of accomplishing the work?**
   DPW must 1) provide proper maintenance, care, and safety of City infrastructure, and 2) comply with City ordinance regarding care of grassy areas. The frequency of grass cutting cannot be reduced during the growing season, as DPW-maintained grass is already allowed

to grow to the maximum height allowed by ordinance before cutting. One alternative would be working overtime to maintain the required service, or outsourcing of services. But continued overtime can lead to employee burnout and lower morale. Another alternative would be to reduce City services like 1) increasing the snowfall amount before plowing from 2 inches to 3 inches, and 2) eliminating the curbside yard waste collection program.

9. Are there union issues?
No

10. Other supporting comments.
None

Position Justification Form
July 21, 2022

Position Title: Information Technology and Services Programmer / Analyst

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 Programmer Analyst position is vacant as a result of the resignation of Cody Jolin at the end of the work day on 07/15/2022.

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 in current budget. The current salary range is $65,644 - $77,251 (Pay Grade K).

3. **Please list the functions and any special information regarding this position.**
   In-depth knowledge of software development, design, debugging, and programming methods. Knowledge of department required software and systems. Knowledge of municipal government department functions.

   Ability to analyze and automate complex business systems. Ability to work independently and as a team member. Ability to communicate effectively both orally and in technical writing and possess excellent customer service skills. Ability to establish and maintain effective working relationships with staff and the public.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
   The position reduces significant expenses by creating custom developed software applications that match city workflow reducing duplicate data entry and improving work efficiencies.

   - $1,000.000 Reduced software purchases.
   - $200,000 annually reduced software maintenance from purchased software applications to custom developed software applications.
   - $250,000 from increased city efficiency through improved job workflow.

5. **Please explain why current staff is unable to absorb duties of this position.**
   Current programming staff are updating current software applications including ECLIPS, GERP RFS, GIS and RoboCity and assisting with the implementation of newly purchased software.

6. **If duties of position are presently being done, how are they done?**
   Duties are reassigned to other programmers when needed. The duties were being completed by the existing Programmer/Analyst.

7. **What service would be reduced or eliminated if this position is not filled?**
   Decreased city efficiencies through the use of technology. There are many instances throughout the city where efficiencies can be gained through better utilization of customized software applications.

8. **What are the alternative methods and costs of accomplishing the work?**
   Software applications could be bought from third parties which do not specifically meet the cities requirements thus increasing duplicate data entry and inefficient city workflow. Third party software applications would also increase annual software maintenance.

9. **Are there union issues?**
   No.

10. **Other supporting comments.**
    The city Programmer/Analyst positions model manual city workflow and provide a digital solution to increase city efficiencies.

Position Fill Request
Justification Report
July 26, 2022

Position Title: Diversity and Inclusion Coordinator

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

The position is vacant because of Raiya Sankari-Diaz's resignation effective July 5, 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 included in the budget. The salary range is $56,534-$66,497.

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

The D&I Coordinator is responsible for developing, implementing and monitoring a strategic diversity plan and goals; providing advice to department heads and staff on diversity-related issues; assisting with the implementation of the City's Employee Resource Groups (ERG's); developing and implementing city-wide policies, procedures and programs; identifying trends and best practices to increase diversity in the workplace; assisting with recruitment efforts to attract candidates of diverse backgrounds and developing effective working relationships with elected officials, community groups, key external diversity organizations and City departments to foster effective diversity and inclusion efforts.

The D&I Coordinator is also the staff liaison to the Equal Rights Commission ("ERC"). The D&I Coordinator, along with the cooperation of all departments, shall regularly provide the Commission with information of efforts and activities undertaken across City government to achieve the leadership objectives described in sections GBMC 12-1 and 12-2.

This information shall from time to time identify programs and activities conducted by the City to promote equal rights and equal opportunity, as well as goals, challenges, and strategies for the future. The Human Resources Department and D&I Coordinator shall provide the Commission with information about activities and accomplishments with respect to diversity and equal employment opportunity in City employment.

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

This position does not generate revenue.

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

The creation of the D&I Coordinator position in 2020 was because the current staffing levels could not dedicate time to the responsibilities outlined in #3. The same reasoning is true today that current staff could not absorb the duties of this position.

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

Most of the duties of the D&I Coordinator are not being completed as outlined in #3 except the Chief of Operations is fulfilling the responsibilities of the human resources department to the ERC.

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

The City's service and commitment to diversity, equity, inclusion, and belonging in the workplace is greatly reduced. This affects the City's ability to recruit and retain employees and increase employee job satisfaction which in turn results in improved work performance.

The City would struggle to adequately provide staff assistance to the Equal Rights Commission without the D&I Coordinator.

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

There are no alternative methods to accomplishing the work.

9. Are there union issues?

No.

10. Other supporting comments.

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # S.3

To receive and place on file the request for update and feedback on the Remote Work Policy with the possibility for revision.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2022-06-07 Dist 1 to Personnel
2. MEMO - Remote Work Policy Update 2022
3. Chapter 32 - Remote Work Policy 7.26.2022

Celestine Jeffreys

From: noreply@civicplus.com
Sent: Tuesday, June 7, 2022 8:44 AM
To: Celestine Jeffreys
Subject: Online Form Submittal: Alders' Petitions and Communications

Alders' Petitions and Communications

Name	Jennifer Grant
Committee Name	Personnel Committee
Text of Communication	Request for update and feedback on the Remote Work Policy with the possibility for revision

Email not displaying correctly? View it in your browser.

Human Resources Department
100 North Jefferson Street • Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee

From: Joseph Faulds, Chief of Operations

Re: Remote Work Policy Update

Date: July 26, 2022

REMOTE WORK POLICY UPDATE

The City of Green Bay approved the Remote Work Policy for City employees on September 7, 2021 (See Attached). The policy provides guidance for supervisors and employees on the eligibility and processes for employees to work remotely. Generally, the policy provides rules on who can and cannot work remotely, what policies apply to remote work, criteria for the remote work office set up, and the process for employees to create a remote work schedule with supervisor approval. Remote work is available on a case-by-case basis depending on the responsibilities of the position.

The City budgets roughly 945 full-time and part time employees and currently about 900 employees are employed. There are approximately 650 employees who cannot work remotely because of the position's responsibilities (i.e. police officers, firefighters, public works laborers, and parks laborers). There are 105 employees at The Green Bay Water Utility and Metro Transit who either cannot work remotely or have their own remote work policies in place approved by the Water and Transit Commissions. This leaves approximately 190 full and part time employees who are eligible to work remotely per the City's policy.

In the City of Green Bay Employee Survey, the employees who are eligible to work remotely stated the preferred schedule is a hybrid model of working some days at home and some days in the office. The preferred amount of days to work remotely is between one and three days. Employees preferred to work remotely because of the flexibility, work/life balance, or to save on or skip the commute to work.

EMPLOYERS ALLOWING REMOTE WORK

Current data on how many employers are requiring employees to work full-time in person varies. In one survey 90% of respondents allow hybrid work and only 4% of respondents stated they are requiring all employees to return to the office full-time.[i] According to a U.S. Bureau of Labor Statistics (BLS) survey about 40% of private sector employers offer some type of remote work[ii], and another report showed 60% of companies will be returning under a hybrid model[iii].

Recruitment and Retention Update

The Personnel Committee asked for staff to provide information on employees who have left the City and the reasoning.

There were 83 employees who resigned or retired from the City since the remote work policy has been implemented, 32 of those employees retired. 50 employees resigned and 45 of them resigned before retirement age. Since 2017, approximately 470 employees left employment from the City and 196 of those retired.

We do not have a complete collection of exit interview responses, so we're unable to show specific details on why employees may have left.

Recruitment

The number of vacancies filled for full-time and part-time positions by year:

- 2022 YTD – 70
- 2021 – 98
- 2020 – 63
- 2019 - 74
- 2018 – 88
- 2017 – 90

For 2022, the City is well over pace to fill more vacant positions than the five year average of 82. Also of note, the City currently has 40 vacant positions and consistently has had about 40 vacancies per week throughout the year. The average time to fill positions has been about three months. However, it has become more difficult to recruit positions (typically the trades, i.e. 2nd shift mechanics, Engineers, Arborists, Engineering Aides and Techs). Recently we have seen difficulty in attracting candidates for clerical positions like Administrative Clerk in DPW (vacant for six months) and Executive Assistant at the Water Utility (vacant for about six months). It is also important to note that Human Resources references our remote work policy when recruiting for positions that are able to work remotely. Feedback from candidates has been favorable with respect to this benefit.

Current Workforce Eligible for Retirement

General employees vested in the Wisconsin Retirement System may retire at the age of 55 and receive a reduced benefit or at the age of 65 to receive the full benefit. Protective occupation employees may retire at the age of 50 for a reduced benefit or age 53/54 for the full benefit. The following is a breakdown of employees who are eligible to retire now or by the end of 2022.

Number of Employees	Retirement Eligibility
18	At or above retirement age of 65
46	At or above age of 62
176	At or above the minimum retirement age of 55

STAFF RECOMMENDATION

The staff recommendation is to continue with the Remote Work Policy as approved and administered. Amending or repealing the remote work policy would be detrimental to the City's ability to recruit and retain employees in a tight labor market.

The Remote Work policy has been in place for almost one year and there have not been any major disruptions to the City's service to the public. If the Common Council or staff have issues or concerns arising from the Remote Work Policy then the Council or staff should reach out to Human Resources to explain those concerns. Human Resources can then work with the staff/department of concern to resolve the issue. If problems persist, then the Human Resources Department or Common Council can recommend a proposal for amending the Remote Work Policy.

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[i] "The Conference Board, "*The Reimagined Workplace Two Years Later: Human Capital Responses to the COVID-19 Pandemic,*" March 2022

[ii] Maurer, Roy, SHRM, "*BLS: For Many Employers, Some Remote Work Expected to Last"* March 16, 2022.

[iii] 13th Annual Employer-Sponsored Health & Well-Being Survey (https://www.businessgrouphealth.org/who-we-are/newsroom/press-releases/2022-fidelity-survey)

CITY OF GREEN BAY PERSONNEL POLICY	
Policy Title Remote Work Policy	**Policy Reference** Chapter 32
Policy Source Human Resources Department	**Legal Review Date** August 17, 2021
Personnel Committee Approval August 24, 2021	**City Council Approval** September 7, 2021

32.1 Purpose. Remote Work is an arrangement in which an employee may work at a place different than the traditional workplace, typically their home, for the benefit of the employees and the organizational needs of the City of Green Bay.

32.2 Policy. Remote Work arrangements may vary for individuals or positions and remote work may not be suited for certain positions. The determination as to whether any particular position, assignment or employee is a good fit for Remote Work is at the discretion of the department head or department head's designee (hereinafter referred to as "Supervisor") and review by the Human Resources Department. Management retains the right to modify the Remote Work arrangement and to remove the employee from the arrangement for any or no reason and at any time. With proper notice, the employee may also stop participating in the Remote Working arrangement at any time.

a. Remote Work is not an entitlement of any employee. It is not a City-wide benefit, and it does not in any way change the terms or conditions of employment with the City.

b. Employees that work remotely must reach a written agreement with their managers regarding the work schedule, work-station location and any other performance standards (see attached Remote Work Request Form).

c. It is the employee's responsibility to communicate any issues or concerns regarding the remote work arrangement with his/her supervisor as soon as possible.

d. Remote Work employees must comply with all City policies, including the Anti-Harassment policy, timekeeping policy, use of employer property policy, confidentiality and security policies and all other policies contained in the employee handbook. Failure to comply with this policy or other City policies will result in the termination of the remote work arrangement and may result in discipline up to and including discharge.

e. This policy applies to General Employees and does not apply to employees who are members of a Fire, Police, or Transit Union. Seasonal or temporary employees may be eligible for remote work on a case-by-case basis.

32.3.1 Criteria. Employees who wish to engage in a remote work arrangement must meet the following criteria:

a. A history of reliable and responsible completion of work duties at a performance level that Meets Expectations or above.

b. Employee must demonstrate a history of and maintain regular, punctual, and predictable attendance.

c. Employee must provide broad band internet access at their own expense.

d. Employee must utilize a City-owned computer or City approved device.

32.3.2 Criteria for Home Office. Employees wishing to work remotely must have safe and adequate workspace to work from home. Following are criteria that must be met for home office safety requirements:

a. The temperature, noise, ventilation and lighting levels of the dedicated office area must be adequate for maintaining normal levels of job performance.

b. File cabinet doors and drawers are arranged so they do not open into walkways.

c. Phone lines, electrical cords and other extension wires are secured.

d. Aisles, corners and doorways in the work area are free of obstructions.

32.3.3 In addition to meeting safety requirements in the home office, a remote work workstation must be ergonomically suited for the employee. Employees will be responsible for ensuring they maintain the following ergonomic guidelines while working from home:

e. Chair should be adjusted so feet are flat on floor or footrest and legs are vertical to ground.

f. Computer monitor should be directly centered in front of the user. User should not have to look up, down, left, or right for better viewing. Additionally, the monitor should be at a comfortable viewing distance.

g. Use good posture when keyboarding. Elbows should be at a 90 degree angle. Wrists should be level with the keyboard.

32.3.4 In the event that an individual meets the above-mentioned criteria and wishes to engage in a Remote Work arrangement, the individual's position will be evaluated by the Supervisor to determine if suitable to work remotely as outlined below in section 32.4. The determination on whether an individual or position can remote work is not subject to the grievance procedures outlined in City policies. However, if the employee and a Supervisor have any dispute over whether the above criteria are met or if the position is suitable for remote work, then Human Resource shall be available to assist in this evaluation. Remote work shall be permissible so long as the employee continues to meet all of the criteria listed above. In the event the above criteria are no longer being met, the remote work authorization shall automatically terminate, and a new evaluation must be completed before remote work may be authorized again.

32.4 PROCEDURES. Supervisors should consider the following when considering an employee for Remote Work:

a. Face-to-face communication is not a daily requirement of the position and communication can be effectively accomplished over the telephone, e-mail, or other appropriate means.

b. The individual already works in a self-directed role and produces clearly defined output and work products, or the work activities are measurable.

c. The employee must be self-motivated, self-disciplined, self-directed with the ability to establish, manage, communicate, and collaboratively determine priorities.

d. The employee must clearly demonstrate skills in planning, organizing, managing time, and meeting clear standards and objectives.

e. The employee must maintain regular, punctual, and predictable attendance.

f. The employee must maintain a performance level that Meets Expectations or above.

g. The employee can maintain a safe and ergonomically sound home office free from distractions.

h. Risk Management, Information Technology Services, and/or the Supervisor can complete an onsite inspection of the employee's selected Remote Work workspace if necessary.

32.4.1 The employee agrees to be available during their scheduled work hours for communication through phone, e-mail, in-person, video conference, or other appropriate communication tools. Employee initiated schedule changes must be pre-approved by their supervisor.

32.4.2 The employee agrees that City representatives may make on-site visits to the remote working site during established work hours for the purpose of inspecting the remote worksite to ensure compliance with all City policies. Any such visit may be made without notice.

32.4.3 The employee will try to schedule off-site business meetings on remote working days in order to maximize the time they are available at their regular work location. On occasion, it may be possible for employees to teleconference into the meetings that are scheduled on remote workdays if approved by the employee's supervisor.

32.4.4 The employee will meet with the supervisor according to procedures previously agreed upon to receive assignments and to review completed work as necessary. The evaluation of the employee's job performance will be based on established standards and will include their performance while working remotely. The employee's performance must continue to be at least Meets Expectations or above to continue to work remotely.

32.4.5 All records, papers, and correspondence done at the remote working location are considered the City's business and may be subject to public records disclosure. The employee will apply safeguards to protect records from unauthorized disclosure or damage. The employee is required to ensure that all City records are maintained at the traditional workplace in accordance with City standards. City records may not be maintained at any remote workstation and should be returned to the traditional workplace as soon as practicable to ensure proper retention. Any and all City records pertaining to the City shall be returned immediately upon demand. The City reserves the right to search the remote work station and retrieve any City records which are not returned immediately upon demand.

32.4.6 The employee agrees to maintain all information which is protected by federal or state laws or regulations in a confidential manner. Telecommunication meetings, conferences, calls, or any other contacts involving such information will be conducted in a private area. Passwords and protected entry

codes to the City's software will be kept confidential. The employee agrees that family members and others will not have access to protected information at any time, or to City equipment.

32.4.7 The employee may be required to use multi-factor authentication to access the City's network. This may require an employee to use a personal device at the employee's expense.

32.5.1 Equipment. The City reserves the right to make the determination as to the appropriate equipment which is subject to change at any time. Equipment needs may be periodically assessed by the Information Technology Services Department to ensure that the individual is equipped for remote work based on the needs of the position. The City may provide necessary computer and telephone equipment for a fully functional real and virtual office for employees who work remotely on a routine basis.

32.5.2 The employee will be responsible for providing Internet connectivity that is at least a standard speed which does not impede the employee from completing online work in an efficient manner. Connectivity should be checked before the employee begins working remotely.

32.5.3 The City's Information Technology Services Department may supply the following equipment for approved remote workers:

a. City laptop pre-loaded with required standard programs.

b. Capable phone that connects to internal phone system.

c. Printer, if required for the job.

32.5.4 The Information Technology Services Department can provide instructions and training on how to get connected to the internal network.

32.5.5 The costs related to the equipment, installation and maintenance may be the responsibility of the requesting department.

32.5.6 Employees must make arrangements regarding the use of the City's equipment in their remote office. The Information Technology Services Department has the authority to determine for employees who work at multiple locations whether it will provide a single laptop which is transported between locations rather than maintaining a workstation at each location.

32.5.7 In no event shall the use of the City's equipment change the ownership of or impede the City's access to the equipment. All equipment and materials provided by the City shall remain the City's property. The employee agrees to return all City owned equipment and supplies in proper working condition and agrees to take financial responsibility for missing and/or broken items upon the termination of the remote work arrangement or termination from employment. If the employee's own home equipment such as personal cell phone or home phone is used, it will be at the employee's expense. Employees shall receive prior approval for equipment purchases to be used for remote work. Special supplies not normally provided by the City (ink cartridges, toner, etc.) may be the employee's responsibility.

32.5.8 Equipment provided by the City must not be used for purposes other than City business and must be kept in a secure, confidential location, and protected against damage and unauthorized use.

32.5.9 City owned equipment will be serviced and maintained by the City. Equipment provided by the employee will be at no cost to the City and will be maintained by the employee.

32.5.10 If equipment requires repair or replacement such that it is impossible for the employee to work at the remote location, the employee may be temporarily assigned to work at their traditional workplace or may suffer loss of pay for hours not worked. This includes computer repairs, and interrupted internet

service lasting more than one hour. Any lost hours may be made up within the confines of the Fair Labor Standards Act and/or the departmental policies with Supervisor approval.

32.5.11 The City will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities) associated with the use of the employee's residence. The City is not responsible for insuring any personal equipment in the employee's remote office. The employee understands that he or she is responsible for any tax and insurance from this arrangement and for conforming to any local zoning regulations.

32.6 Liability. The City will not be liable for damages to the employee's property resulting from participation in the remote work program. By participating in the remote work arrangement, the employee agrees to hold the City harmless against any and all claims including injuries to others at the remote work location. If an employee is injured during the course of his or her employment while working at home, then the employee should follow the City's established procedures for reporting on-the-job injuries.

32.6.1 Employment Laws. Employees working remotely will be held to the same employment laws and City Policies as employees in the traditional workplace. They will adhere to normal work schedules and will have to obtain prior management approval for any change to their normal work schedule including overtime. Employees must not use work hours for any purposes other than City business related duties.

32.6.2 Time Off. Employees working remotely agree to follow established procedures for requesting and obtaining approval of leave, including personal and vacation leave. If an employee working remotely is ill, then he or she must follow the City's sick leave policy.

32.6.3 Child/Elder Care. Remote work is not an alternative for childcare or elder care and the remote worker agrees to make regular dependent care arrangements during remote work periods.

32.6.4 Paid Leave. Remote Work may be used as a temporary arrangement in lieu of paid time off at the Department Head's and Human Resources Director's discretion.

32.7 Miscellaneous. A remote worker's presence may be required in the traditional workplace based on departmental needs as determined by the Supervisor, such as for coverage, meetings, or other purposes, and it is the responsibility of the employee to be present when requested. In most cases the employee will be notified in advance of the requirement; however, advanced notification may not be feasible in some cases.

CITY OF GREEN BAY
Remote Work Request Form

Employee Name:	
Current Position:	
Start date of Remote Work:	
End date of Remote Work:	
Address of employee, phone number & specific area employee will work from:	

The employee's Remote Work schedule will be:

Remote Working Days: Mon Tue Wed Thu Fri
Remote Working Time: Start Time: Finish Time:
Breaks (if applicable):
Total Remote Working Hours Per Day:

Will the employee perform the duties of their current position? Yes No
If no, which duties will the employee perform?

_____
_____
_____
_____

This agreement is subject to the terms and conditions stated in the City of Green Bay Remote Work Policy, a copy of which has already been made available to the employee. I have read and understand both the City of Green Bay Remote Work Policy and this agreement. I agree to abide by and operate in accordance with the terms and conditions outlined in both documents. I agree that the sole purpose of this agreement is to regulate remote working and it neither constitutes an employment contract nor an amendment to any existing contract. I understand that this agreement may be terminated at any time.

If the reason for the Remote Work request is due to a medical condition, documentation must be attached to this form supporting this request. Furthermore, the employee agrees to operate within any work restrictions they might have as a result of their own medical condition.

Employee Signature:_____Date:_____

Supervisor approval:_____Date:_____

HR Director approval:_____Date:_____

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	

AGENDA ITEM # S.4

To approve the request for the immediate addition of a neighborhood compliance inspector funded through inspection fees, contingency, or other possible sources.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Neighborhood Compliance Communication 7.12.2022
2. Compliance Inspector request Memo - CRW Rev
3. Position Request To Fill Neighborhood compliance inspector
4. City of Green Bay - Compliance Inspector Job Description

From: noreply@civicplus.com
To: Celestine Jeffreys
Subject: Online Form Submittal: Alders" Petitions and Communications
Date: Tuesday, July 12, 2022 2:32:47 PM

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Personnel Committee
Text of Communication	For consideration and possible action on the immediate addition of a neighborhood compliance inspector funded through inspection fees, contingency, or other possible sources.

Email not displaying correctly? View it in your browser.

City of Green Bay
Department of Community and Economic Development

MEMORANDUM

TO: Human Resources Department

FROM: Bill Paape, Housing & Zoning Enforcement Supervisor

RE: Addition of a 2nd Neighborhood Compliance inspector

DATE: July 22, 2022

The Inspection Division, in particular the Housing and Zoning Inspectors, have been tasked with being more proactive and assertive with timelines and follow-up with property violation issues. The volume of such violations and proactive inspections followed by the time it takes to follow-up with the reinspections of said violations is too much for them to handle with their current workload. To aid in that effort, there is a need for a second Neighborhood Compliance Inspector position to aid with re-inspections, violation documentation and assist with other Housing and Zoning proactive related tasks.

Based on the property locations of the existing case load of violations, the majority of these issues reside within the low to moderate income neighborhoods, with many of these violation written for rental properties. Increased housing inspection compliance has and will have positive results for tenants, property owners and will help us to sustain the quality of our downtown and near downtown neighborhoods. (The focus are these neighborhoods, but the position will be city-wide coverage)

In the last year, our Inspection Division handled nearly 3,700 complaints. Almost 89% of those complaints we receive are handled and processed by our Housing & Zoning Inspection Division. A manageable case load for each inspector should not exceed 500 total cases for the year. Currently our division has five total employees that each carry an average case load of 653 complaints in a years' time. By adding the additional Compliance Inspector, that rate would drop to a more manageable number of 544 complaints per year.

Currently, the Housing Inspection Assistant position is currently open. I propose that we replace this position with a FT Compliance Inspector. This new position will absorb the duties of this open position which is currently funded. This will give the City two Compliance Inspectors, one being assigned to the West side of the City and the other to the East side.

This set up will allow for much more efficient and effective coverage on complaint response for all nuisance related complaints. Also, both inspectors will be able to to proactively address neighborhood nuisance issues before they evolve into a much more extensive case. In regards to budget impact, we believe any costs for this position will lead to a positive impact on the overall general fund.

100 North Jefferson Street, Room 608, Green Bay, Wisconsin 54301-5026
(p) 920.448.3400 (f) 920.448.3426 greenbaywi.gov

Position Fill Request
Justification Report
(date)

Position Title:

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.**

   _____ Replacement Position X_____ Not a Replacement Position

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.**

   No, the position is a new addition, Salary Range is Hourly, Grade F, Step 1. $20.56-Step 7 $24.20. This position would be funded by the general fund with an approximate cost of $72,000 which includes pay and benefits. This year we would use the balance of funding in the current, vacant Housing Assistant LTE position to support the position. There is $14,000 in this budget line item.

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

   This position would be responsible for handling exterior property complaints, re-inspections and enforcement. This additional position would provide time for a more pro-active approach to cleaning up Green Bay neighborhoods. This includes lot clean ups, rat/rodent education, as well as nuisance abatement.

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

   This position will generate additional revenue through reinspection fees of approximately $72,000 annually

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

   Current staff are completing these duties, however one person covers the case load of two, which is causing delays in compliance deadlines being met. There is also no time for proactive sweeps or neighborhood education.

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

   One employee is covering all of the City.

7. **What service would be reduced or eliminated if this position is not filled?**
   We would still experience further lead times on obtaining compliance due to the large volume of complaints received through our office.

8. **What are the alternative methods and costs of accomplishing the work?**
   N/A

9. **Are there union issues?**
   No
10. **Other supporting comments.**

CITY OF GREEN BAY
Revision Date: Nov 15, 2017

Neighborhood Compliance Inspector

Class Code: 12798000

Bargaining Unit: Administrative

SALARY RANGE

$19.19 - $22.58 Hourly

JOB SUMMARY:

Under general supervision, performs work of moderate difficulty in the inspection of property relating to the enforcement of City ordinances specific to general environmental nuisances (e.g. graffiti, pet waste, junk, trash, litter and debris, rodent and pest control measures, etc.) and zoning (e.g. tree and brush obstructions, abandoned vehicles, parking in front yard and in setbacks, etc.).

EXAMPLES OF DUTIES:

- Performs field inspections to identify and resolve ordinance violations pertaining to: graffiti, pet waste, junk, trash, litter, debris, tree and brush obstructions, abandoned vehicles, parking in front yard and in setbacks, etc. and other specialized inspection projects, in response to complaints, or through scheduled efforts.
- Performs inspection and problem resolution activities involving more complex program considerations such a disputed ownership, immediate hazard, coordination of one or more owners or agencies, and complaint follow-up.
- Receives and responds to complaints and document violations, as appropriate, to include photographing observed problems and perform re-inspections for compliance.
- Prioritizes and coordinates inspection schedules and work assignments. Prepares written notices of noncompliance, issue citations, and write letters and simple reports as necessary. Meets with concerned parties to discuss compliance issues. Testifies in court as required. Communicates with supervisor to determine appropriate action in more difficult inspection matters.
- Speaks to interested neighborhood associations/community groups regarding program activities. Provides information to property owners, complainants and the general public regarding the interpretation and application of related City ordinances provisions. Responds to general questions about environmental nuisances and general regulations.
- Uses proactive measures to help reduce the rodent population through education, tracking, collaboration and enforcement.
- Prepares reports, keep necessary records, and perform related work as required.
- Performs others duties as needed.

MINIMUM QUALIFICATIONS REQUIRED:

1. High school diploma or equivalent.
2. Two years experience involving significant independent responsibility for organizing and acting on information, including significant interaction with the public.
3. Must have valid driver's license and good driving record.
4. Ability to speak a foreign language such as Hmong or Spanish helpful.

A combination of equivalent experience and/or education may be considered.

KNOWLEDGE, SKILLS & ABILITIES:

- Knowledge of inspection methods applicable to the identification and resolution of code violations. Good knowledge of computers including word processing software skills.
- Skill in speaking and writing effectively, including an ability to effectively communicate with individuals or groups and to explain, discuss or interpret environmental property maintenance matters
- Ability to readily learn and interpret applicable ordinances and regulations governing required areas of responsibility. Ability to prepare and maintain accurate record on findings and write clear, concise reports. Ability to utilize a computer and the required software. Ability to communicate effectively both orally and in writing. Ability to establish and maintain effective working relationships with staff and the public. Ability to work the required hours of the position.

May be required to demonstrate minimum competency by successfully passing approved tests.

PHYSICAL REQUIREMENTS

Ability to perform the following activities:

- Lifting up to 50 pounds.
- Carrying up to 50 pounds.
- Frequent standing, walking, sitting, bending, crawling and stooping.
- Ability to focus for long periods of time on projects.
- Ability to reach and climb.
- Ability to work in varied environmental conditions.

The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements.

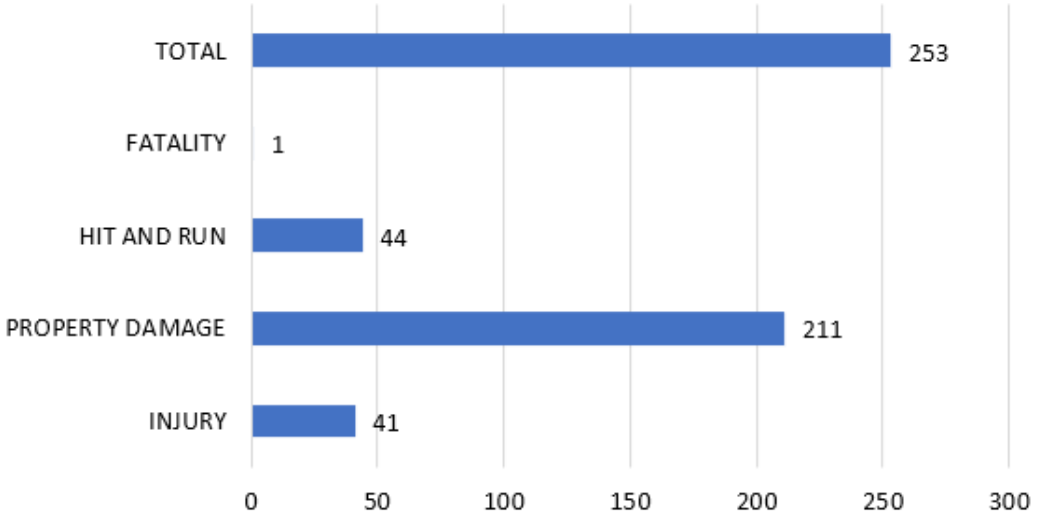
Green Bay Police Department

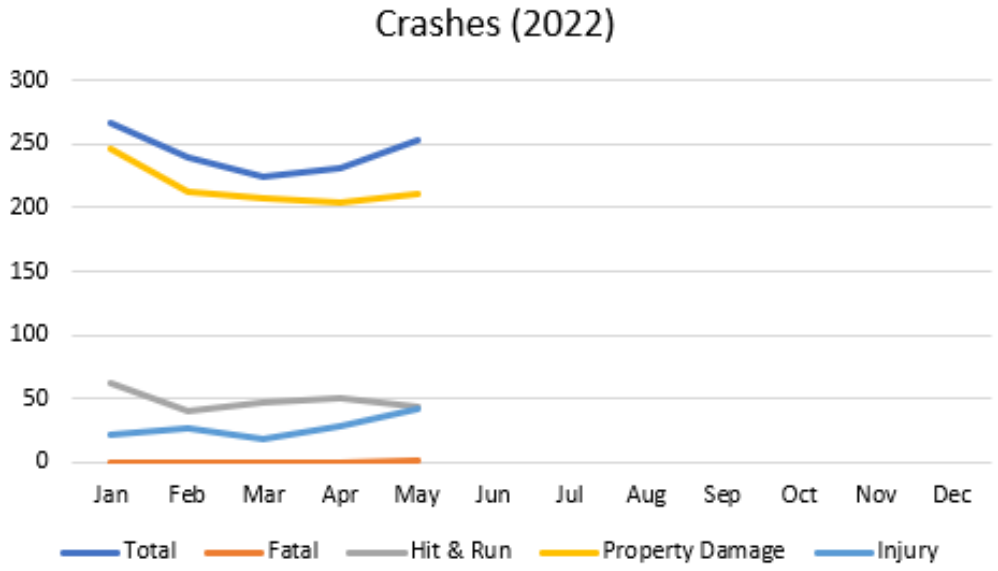
JUNE 2022

Traffic Safety Plan

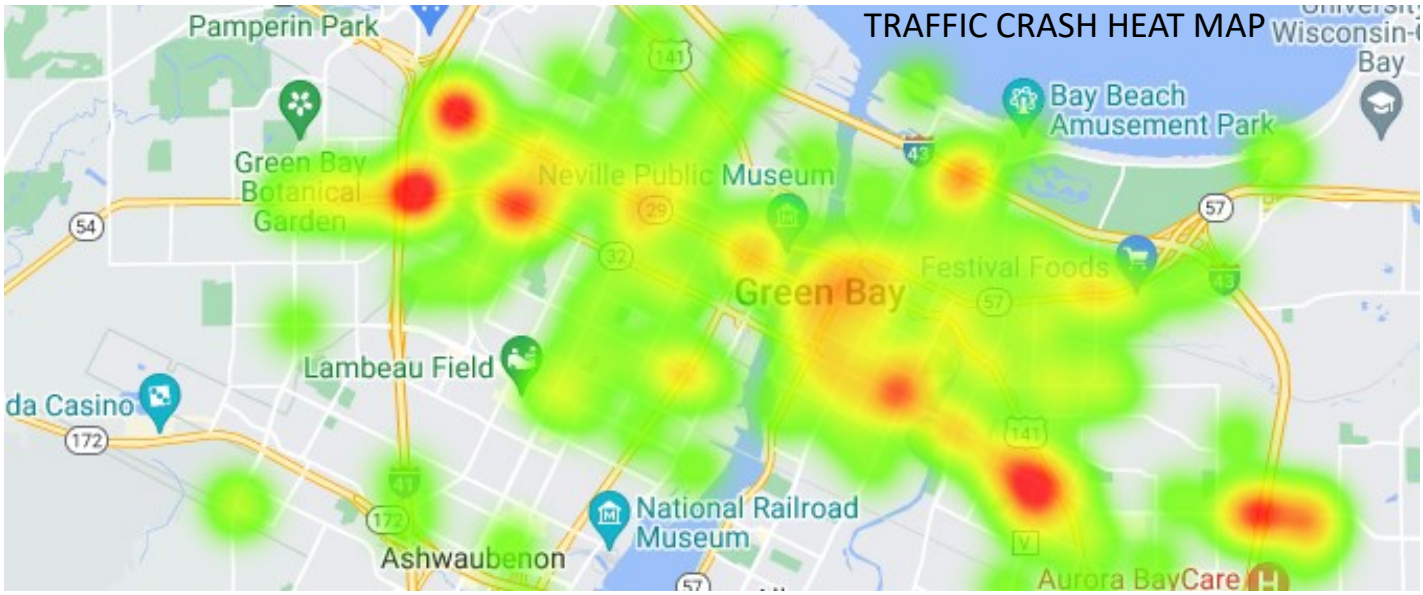
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at each months Traffic, Bicycle and Pedestrian Commission meetings.

MAY 2022 CRASH DATA

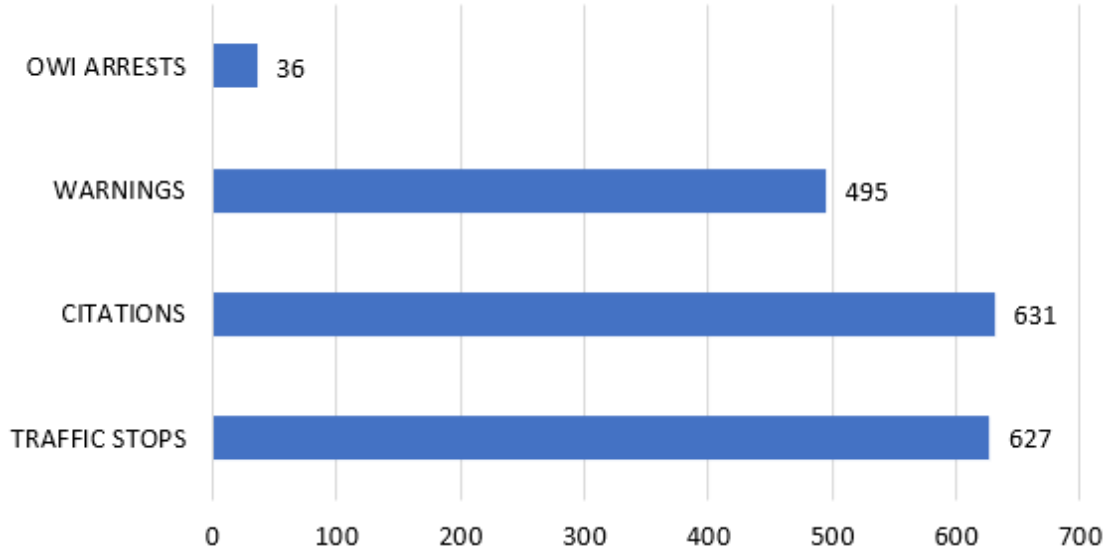


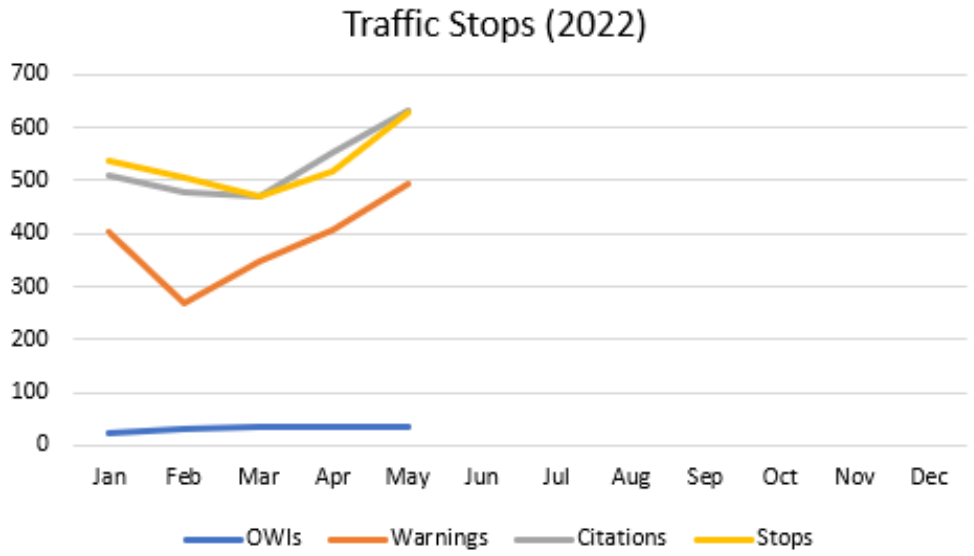


GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN



MAY 2022 TRAFFIC STOPS



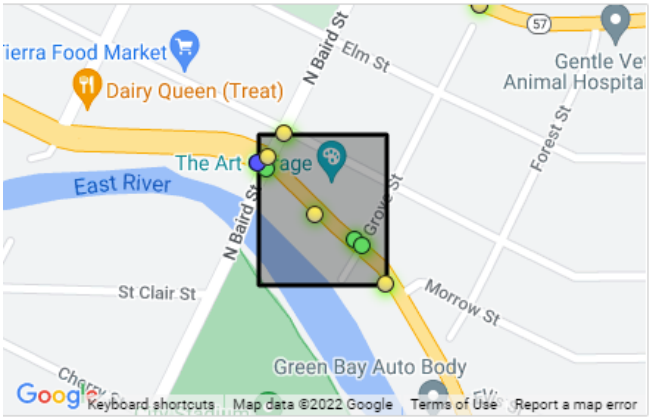


GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

* BROWN COUNTY OWI TASK FORCE— JUNE 2, 3, 25
* CLICK IT OR TICKET SEATBELT ENFORCEMENT— JUNE 8, 17, 21
* LOCAL ALCOHOL ENFORCEMENT—JUNE 10, 11, 17, 18, 24
* SPEED TASK FORCE— JUNE 10, 11, 15, 18, 20, 23, 24, 29

ENFORCMENT PRIORTY AREAS



Analysis Area #1: GREEN BAY (C)

Total Crashes: 8

Contributing Factors:

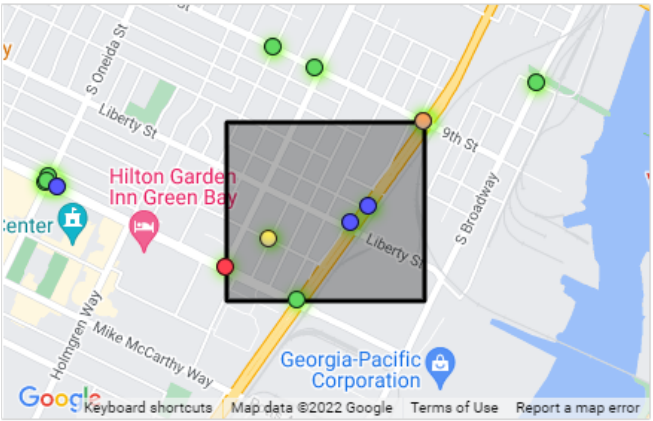
- 65+ Driver (2)
- Occp Protection (1)
- CMV (1)
- Speed (1)
- Distracted (1)
- Teen Driver (1)
- Impaired (1)
- Motorcycle (1)

Analysis Area #2: GREEN BAY (C)

Total Crashes: 12

Contributing Factors:

- Teen Driver (3)
- 65+ Driver (3)
- Speed (2)
- Impaired (1)
- Motorcycle (1)



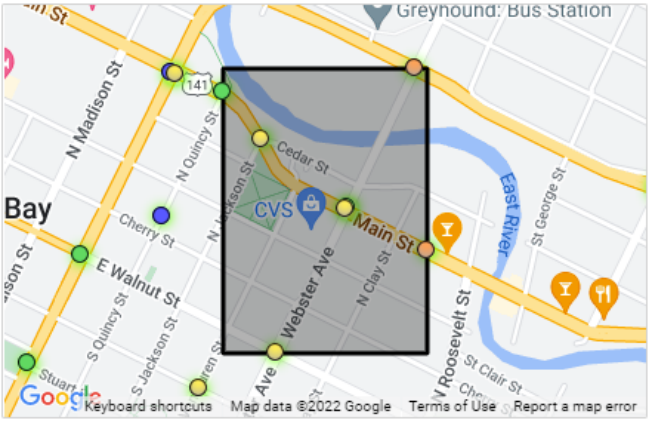
Analysis Area #3: GREEN BAY (C)

Total Crashes: 7

Contributing Factors:

- Impaired (2)
- Teen Driver (2)
- Distracted (1)
- Pedestrian (1)
- Speed (1)

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN



Analysis Area #4: GREEN BAY (C)

Total Crashes: 7

Contributing Factors:

- CMV (2)
- Impaired (2)
- Motorcycle (2)
- Speed (2)
- Occp Protection (1)
- Pedestrian (1)
- Teen Driver (1)

TRAFFIC COMPLAINTS

District	Area	Complaint
A	N Locust St/Desnoyers St	Speeding between 8pm-12a
A	1500 Western Av	Loud exhaust on vehicle leaving parking lot around 5:30am
A	S Military Av/Lombardi Av	Drivers merging from Lombardi onto Military are not yielding
A	1700 Badger St	Speeding
A	Coral Ct/Rockdale St	Gray Mustang with loud exhaust revs engine 6:15-6:30am
B	S Ashland Av/Liberty St	Speeding
B	Velp Av/Neville	Speeding—0700-0900 weekdays and 10:30pm at night
B	Caroline St	Speeding
C	100 S Van Buren St	Black BMW consistently speeds down street—extremely loud exhaust
C	Baird St/ Grignon St	Car speeding
C	Emilie St/S Webster Av	Blue BMW drives recklessly/speeds
C	Adams St/Porlier St	Speeding at curve/dangerous for pedestrians crossing roadway
C	1400 Chicago St	Speeding
D	2700 Humboldt Rd	Speeding by I43 overpass and apartment buildings
D	1700 Eastman Av	Speeding
D	1700 Debra Ln	Speeding—high traffic flow due to roadwork on Bellevue St
D	Huron Rd/Humboldt	Racing cars Friday nights
D	Deckner Av/Main St	Vehicles with loud exhaust reviving engines
D	200 Oak Grove Av	Car with no muffler—speeding
D	800 Edgewood Dr	Muscle cars speeding
D	1400 Alpine Dr	Speeding usually between 9pm-11pm
D	Erie Rd/Golf Dr	Gray Audi speeds daily 6:50am-7:05am, NB on Erie from Finger Rd
D	2600 Van Beek Rd	Cars purposefully take this route to speed up/down hill

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

Speed Board Data

Location	Average vehicles per hour	Compliant (speed limit)	Low Risk (1-9 over)	Medium Risk (10-19 over)	High Risk (20+ over)
200 N Taylor St NB	84	6	74	3	0
Hazelwood Ln/Eric St WB	44	2	38	5	0
1300 Western Av EB	56	4	49	3	0
800 block Mather St WB	60	11	48	1	0
200 block N Maple Av NB	4	1	3	0	0
14th/Biemeret St NB	5	1	4	0	0
Oneida/Hickory Hill SB	45	12	32	1	0
Alpine/Canyon Bluff	84	6	70	8	0
1500 Eastman Av	43	6	34	2	0
Huron Rd/Sitka SB	74	13	59	1	0

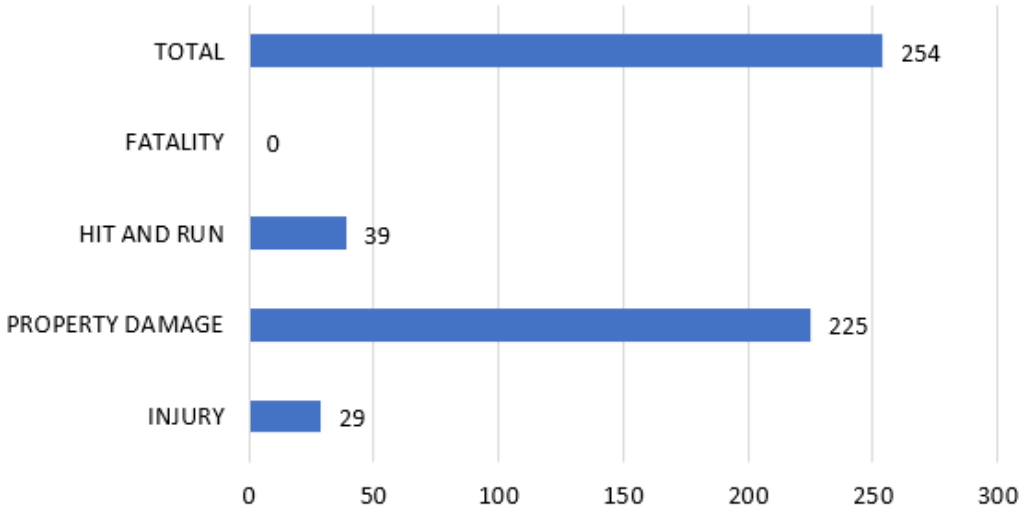
Green Bay Police Department

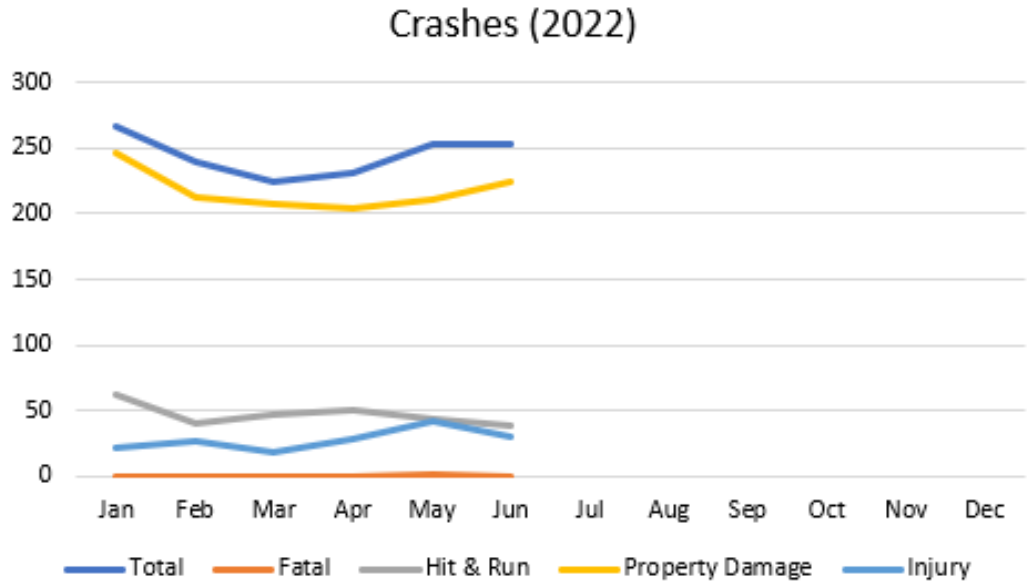
JULY 2022

Traffic Safety Plan

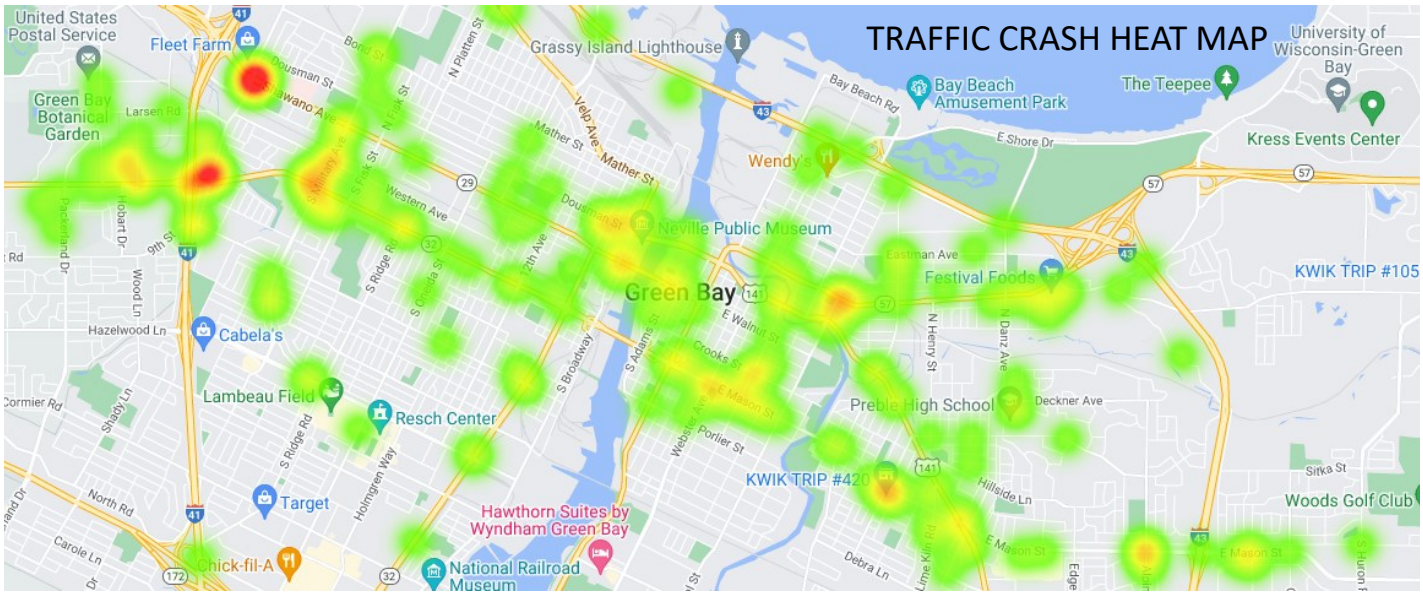
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at each months Traffic, Bicycle and Pedestrian Commission meetings.

JUNE 2022 CRASH DATA

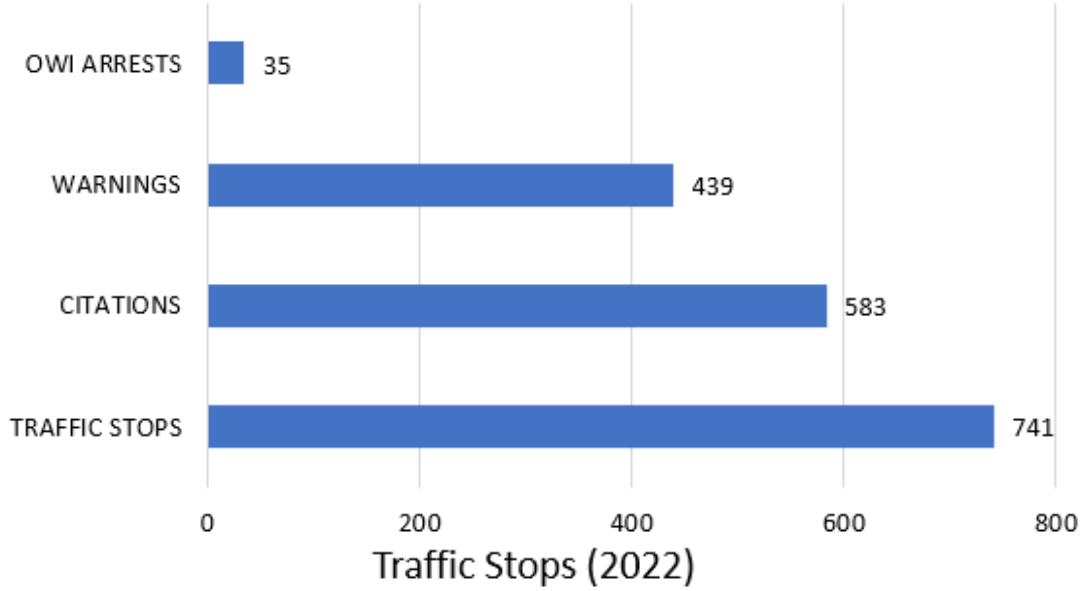


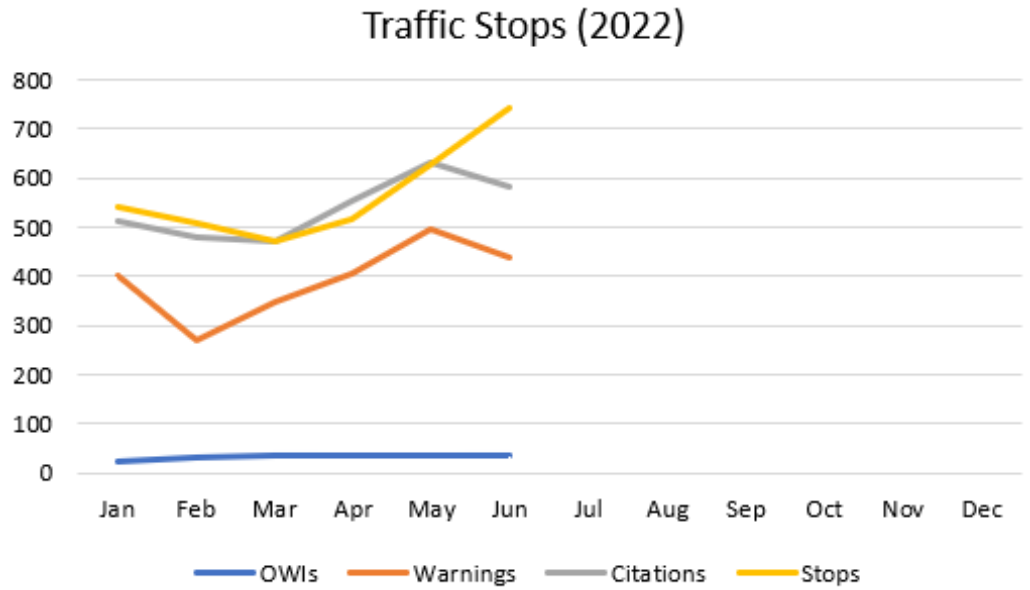


GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN



JUNE 2022 TRAFFIC STOPS



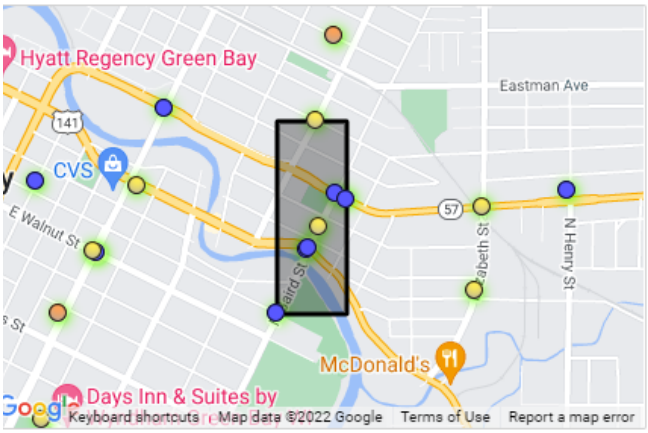


GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

* BROWN COUNTY OWI TASK FORCE— JULY 2, 23, 30
* CLICK IT OR TICKET SEATBELT ENFORCEMENT— JULY 15, 27
* LOCAL ALCOHOL ENFORCEMENT—JULY 15, 16, 22, 29
* BROWN COUNTY SPEED TASK FORCE—JULY 1, 7, 9, 12, 20, 22, 28
* GREEN BAY PEDESTRIAN/BICYCLE ENFORCEMENT—JULY 8, 13, 21, 29

ENFORCMENT PRIORTY AREAS

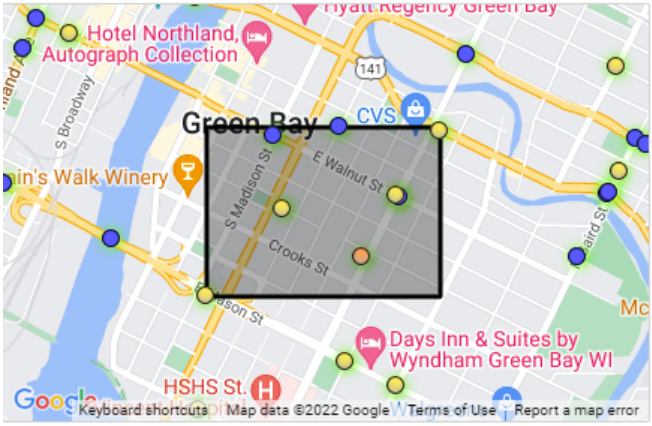


Analysis Area #1: GREEN BAY (C)

Total Crashes: 7

Contributing Factors:

- Occp Protection (4)
- Speed (2)
- CMV (1)
- Distracted (1)
- Impaired (1)
- Pedestrian (1)
- Teen Driver (1)
- 65+ Driver (1)

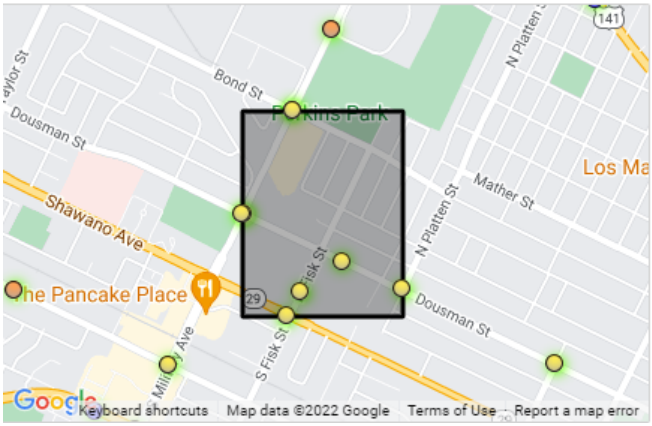


Analysis Area #2: GREEN BAY (C)

Total Crashes: 8

Contributing Factors:

- Impaired (2)
- Speed (2)
- Bike (1)
- Distracted (1)
- Motorcycle (1)
- Occp Protection (1)



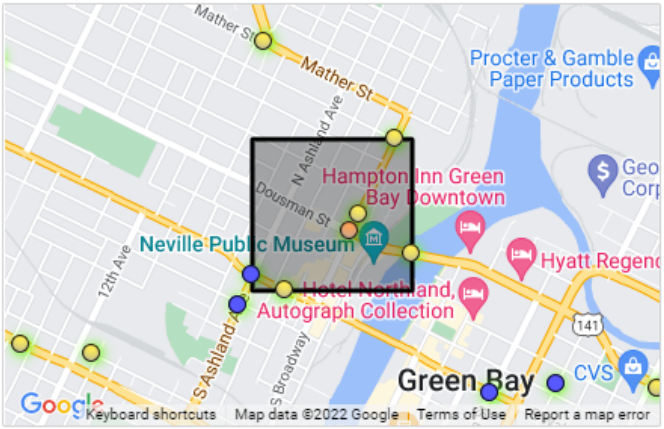
Analysis Area #3: GREEN BAY (C)

Total Crashes: 8

Contributing Factors:

- Bike (2)
- Distracted (2)
- Motorcycle (2)
- 65+ Driver (1)

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN



Analysis Area #4: GREEN BAY (C)

Total Crashes: 6

Contributing Factors:

- Occp Protection (3)
- Pedestrian (1)
- Impaired (2)
- 65+ Driver (1)
- Teen Driver (2)
- Bike (1)
- Distracted (1)

TRAFFIC COMPLAINTS

District	Area	Complaint
A	St. Agnes Dr/ Servais St	White truck speeds up and down St Agnes St
A/B	Mather St/Velp Av	Motorcycles racing
B	Western Av/ Bonnie Ct	Speeding between Oak St and Oneida St on Western
B	Mather St/ N Maple Av	Motorcycles racing and trucks using compression brakes
B	9th St/Gross Av	Speeding on 9th and loud music
B	800 S Maple Av	Juveniles riding mini bike in roadway
C	Bay Beach	Speeding on Bay Beach Rd on curve by park entrance
D	2700 Humboldt Rd	Speeding by I43 overpass and apartment buildings
D	Holschuh Ln/ Garden Mead	Speeding
D	Spartan Rd/Stanford Dr	Speeding between Highland Center and Standford Dr—all hours
D	Huron Rd/Humboldt	Racing cars Friday nights
D	2300 Manitowoc Rd	Speeding—city limits to Van Beek Rd
D	Schoen St/Jean St	Speeding afternoons/evenings and weekends
D	Winter Ln/Imperial Ln	Speed, vehicle turn off Imperial onto Winter at high speeds
D	Edgewood Dr/Pecan St	Speeding from Mason St to Robinson—all hours
D	Farlin Av/Elizabeth St	Speeding black Camero
D	2600 Van Beek Rd	Cars purposefully take this route to speed up/down hill
D	1500 Cass St	Black truck with extremely loud exhaust
D	Schoen St/ August St	Sports bike and white car speed 5-6pm
D	1900 Eastman Av	Speeding/distracted driving

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

Speed Board Data

Location	Average vehicles per hour	Compliant (speed limit)	Low Risk (1-9 over)	Medium Risk (10-19 over)	High Risk (20+ over)
200 N Taylor St NB	84	6	74	3	0
Hazelwood Ln/Eric St WB	44	2	38	5	0
1300 Western Av EB	56	4	49	3	0
800 block Mather St WB	60	11	48	1	0
200 block N Maple Av NB	4	1	3	0	0
14th/Biemeret St NB	5	1	4	0	0
Oneida/Hickory Hill SB	45	12	32	1	0
Alpine/Canyon Bluff	84	6	70	8	0
1500 Eastman Av	43	6	34	2	0
Huron Rd/Sitka SB	74	13	59	1	0

Green Bay Police Department
307 South Adams Street
Green Bay, Wisconsin 54301-4582
www.gbpolice.org

Phone 920.448.3200
Fax 920.448.3248

Date: July 14, 2022

Ref: Fatal traffic crashes 1st & 2nd quarter 2022

Accident Date: May 15, 2022 9:28am

Location: N Webster Av/University Av

Circumstance: 2004 Subaru Legacy driven was traveling north on N Webster Av and failed to stop for a red traffic signal. A 2004 Lexus RX was traveling eastbound through the intersection on a green light. The Subaru struck the Lexus causing the Lexus to roll over. During the roll over, the driver was ejected from the vehicle.

Safety Equipment: Driver was not wearing a seatbelt

Victim Age / Gender: Male, 77

Risk Factors: Violation of traffic control signal/inattentive driving, seat belt use

City-Employed School Adult Crossing Guards
2022-2023

POST	Intersection	Times	
Aldo Leopold	Eliza/Quincy	7:15 am - 8:15 am 2:40 pm - 3:40pm	1
~~Aldo Leopold/Howe~~	~~Porlier/Webster~~	~~7:15 am - 8:15 am~~ ~~2:15 pm - 3:15 pm~~	~~2~~
Baird	Humboldt/Laverne	8:15 am - 9:15 am- 3:15 pm - 4:15 pm	3
Chappell Adventist	Fisk/Shawano	7:45 am - 8:45 am 2:20 pm - 3:10 pm 3:20 pm - 4:10 pm	4
Chappell *Adventist*	Dousman/Fisk	7:45 am - 8:45 am 3:15 pm - 4:15 pm	5
Danz	Basten/Spinnaker	8:00 am - 9:00 am 3:15 pm - 4:15 pm	6
Danz	Basten/Danz	8:00am - 9:00am 3:00pm - 4:00pm	7
Danz	Danz/University	8:00 am - 9:00 am 3:20 pm - 4:10 pm	8
Danz (PM Only)	Danz/University #2	3:15 pm - 4:15 pm	9
Eisenhower	Lime Kiln/Manitowoc	7:30 am - 8:30 am 2:45 pm - 3:45 pm	10
Elmore	Ethel/Mather	7:00 am - 8:00 am 2:15 pm - 3:15 pm	11
Elmore	Gray/Mather	7:00 am - 8:00 am 2:15 pm - 3:15 pm	12
Elmore/Redeemer	Ethel/Bond	7:00 am - 8:00 am 2:15 pm - 3:15 pm	13
Fort Howard	Dousman/Maple	7:00 am - 8:00 am 2:15 pm - 3:15 pm	14
Fort Howard	Ashland/Dousman	7:00 am - 8:00 am 2:15 pm - 3:15 pm	15
Fort Howard	Ashland/Walnut	7:00 am - 8:00 am 2:15 pm - 3:15 pm	16
Howe	Chicago/Monroe #1	7:05 am - 8:05 am 2:15 pm - 3:15 pm	17
Howe	Chicago/Monroe #2	7:05 am - 8:05 am 2:15 pm - 3:15 pm	18
Howe St Paul Lutheran	Chicago/Webster #1	7:00 am - 8:00 am 2:15 pm - 3:15 pm	19
Jackson/Holy Family Pilgrim	Langlade/Ridge	7:00 am - 8:00 am 2:00 pm - 3:00 pm	20
Jackson/Holy Family Pilgrim	Ninth/Ridge	7:00 am - 8:00 am 2:15 pm - 3:15 pm	21
Keller *Bay City Baptist*	Bond/Westplain	8:00 am - 9:00 am 3:15 pm - 4:15 pm	22

Kennedy	Ninth/Weisner	8:00 am - 9:00 am 3:00pm - 4:00 pm	23
Kennedy	Chantel/Ninth	8:00 am - 9:00 am 3:00 pm - 4:00 pm	24
King	Dancing Dunes/West Point	8:00 am -9:00 am 3:15 pm - 4:15 pm	25
King (PM Only)	Dancing Dunes/West Point #2	3:15 pm - 4:15 pm	26
Lincoln *Redeemer Lutheran*	Oneida/Shawano	8:00 am - 9:00 am 2:45 pm - 4:00 pm	27
Lincoln *Redeemer Lutheran*	Gray/Shawano	8:00 am - 9:00 am 3:15 pm - 4:15 pm	28
MacArthur	Hobart/West Point	8:00 am - 9:05 am 3:00 pm - 4:00 pm	29
Martin/St. Bernard	Bader/Hillside	8:00 am - 9:00 am 3:15 pm - 4:15 pm	30
Nicolet	Irwin/University #1	8:00 am - 9:00 am 3:15 pm - 4:15 pm	31
Nicolet	Irwin/University #2	8:00 am - 9:00 am 3:15 pm - 4:15 pm	32
Sullivan	Elizabeth/Main	8:00 am - 9:00 am 3:15 pm - 4:15 pm	33
Sullivan	Bellevue/Decker	8:00 am - 9:00 am 3:15 pm - 4:15 pm	34
~~Sullivan~~	~~Bellevue/East Mason~~	~~8:15am - 9:15am~~ ~~3:00pm - 4:00pm~~	~~35~~
~~Tank~~	~~Ashland/Clinton~~	~~8:15 am - 9:15 am~~ ~~3:15 pm - 4:15 pm~~	~~36~~
Wilder	Edgewood/Robinson	7:20 am - 8:20 am 2:30 pm - 3:30 pm	37
Wilder	Radinz/Robinson	7:15 am - 8:15 am 2:00pm - 3:00 pm	38

Report to the
Economic Development Authority of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	Neil Stechschulte, Director

AGENDA ITEM # U.1

To approve the assignment of the Development Agreement 22-02 with CMC 3731 Finger Road, LLC to CAR Green Bay (WI) LLC.

BACKGROUND

The developer has consistently indicated that an assignment was pending, and has provided the correct information to allow the City to process the assignment.

RECOMMENDATION

Staff recommends approval of the assignment of the Development Agreement 22-02 with CMC 3731 Finger Road, LLC to CAR Green Bay (WI) LLC, and forwarding the agreement to the City Council for final approval.

FISCAL IMPACT

No additional fiscal impact from this assignment is anticipated.

ATTACHMENTS

1. ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT-FINAL

CASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This Assignment and Assumption of Development Agreement ("Assignment"), is made as of July ____, 2022, by **CMC 3731 FINGER ROAD, LLC**, a Delaware limited liability company ("Assignor"), having an address at 3170 Yeager Drive, Green Bay, Wisconsin 54311, and **CAR GREEN BAY (WI) LLC**, a Delaware limited liability company, having an address at 888 Seventh Avenue, 4th Floor, New York, New York 10019 ("Assignee").

RECITALS

A. The City of Green Bay, Wisconsin ("City"), and Assignor entered into that certain Development Agreement dated as of June ____, 2022 (the "Development Agreement"), pursuant to which City agreed to sell and convey to Assignor, and Assignor agreed to acquire from City, subject to the terms and conditions contained therein, certain real property located in the City of Green Bay, Wisconsin.

B. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all rights and obligations of Assignor pursuant to the Development Agreement, subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the foregoing premises, the promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all rights, responsibilities, obligations and liabilities of Assignor under the Development Agreement. Notwithstanding the foregoing, the foregoing assignment shall not relate to any Option Parcels that Assignor may acquire pursuant to the Development Agreement, as more particularly set forth in the Lease between Assignee and Carnivore Meat Company, LLC ("Carnivore") dated the date hereof (the "Lease"), and (ii) as set forth in the Lease, Carnivore shall be obligated to perform all obligations of Assignee pursuant to the Development Agreement.

2. This Assignment shall be construed in accordance with the laws of the State of Wisconsin. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

Commented [JB1]: As the subject project and property of the assigned agreement is located within the state of Wisconsin and the beneficiary and party to the assigned DA being a Wisconsin municipality, the instrument executing the assignment to another entity must be governed by Wisconsin law.

[Signatures Follow on the Next Page]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

CMC 3731 FINGER ROAD, LLC, Assignor

By:_____
Name:
Title:

CAR GREEN BAY (WI) LLC, Assignee

By:_____
Name:
Title:

Report to the
Economic Development Authority of the City of Green Bay

MEETING DATE	PREPARED BY
August 2, 2022	Neil Stechschulte, Director

AGENDA ITEM # U.2

To amend Development Agreement 22-02 with CAR GREEN BAY (WI) LLC, (formerly CMC 3731 Finger Road, LLC) to extend the public arts deadline from July 1, 2022, to October 1, 2022.

BACKGROUND

The developer is requesting an extension to the deadline for submitting a proposal to meet the public arts requirement from July 1, 2022, to October 1, 2022. The original deadline has passed, and the City and the developer are just now finalizing the current project schedule. No other deadlines have been missed at this point and the developer would like to begin construction as quickly as possible.

RECOMMENDATION

Staff recommends approval of amendment of the agreement to extent the public arts deadline to October 1, 2022, and forwarding the amendment to the City Council for final approval.

FISCAL IMPACT

No additional fiscal impact from the amendment is anticipated.

ATTACHMENTS

1. DA 22-02 CARNIVORE MEAT COMPANY LLC executed
2. CMC DA AGREEMENT - 1st amendment-FINAL
3. Exhibit E - Carnivore Qualified Expenditures

City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 22-02
CARNIVORE MEAT COMPANY, LLC

This Development Agreement is made this 13th day of June, 2022, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and CMC 3731 FINGER ROAD, LLC, a Delaware 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:

Tax Parcel	Address	Acres	Assessed Value
21-22	3731 Finger Road	23.010	$0.00
21-24 (Partial)*	3731 E Mason St.	4.95	$0.00

*To be divided off by a certified survey map (a "Certified Survey Map" or "CSM")

B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately twenty-seven point ninety-six (27.96) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B. For clarity, pursuant to Section III(B)(2), Tax Parcel 21-189 and Tax Parcel 21-189-1, collectively, are referred to herein as the Option Property (as hereinafter defined) which is not a part of the definition of "Property" but for which Developer has an option to purchase, as more particularly set forth herein.

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

The development, design, construction, and operation of a state-of-the-art corporate campus, together with associated commercial facilities for the manufacture of ultra-premium raw frozen and freeze-dried pet foods and treats. The facility will include a corporate office and manufacturing building consisting of total of approximately 220,000 aggregate interior sq. feet, to be developed and constructed in multiple phases with ingress/egress on Finger Road (collectively, the "Project").

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

D. As of January 1, 2022, 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, 2022, the Property yields approximately:

1. Zero Dollars ($0.00) in total real estate taxes annually (assessed mill rate of $24.80);

2. Zero dollars ($0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $10.19).

E. Upon completion of Project, the City estimates the aggregate assessed property value of the Property to be approximately Thirty-Five Million dollars ($35,000,000.00), which is anticipated to yield approximately:

1. Eight hundred sixty eight thousand dollars ($868,000.00) in total real estate taxes annually (assessed mill rate of $24.80);

2. Three hundred fifty six thousand six hundred fifty dollars ($356,650.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $10.19).

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

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City will promptly ask the Joint Review Board's (JRB) approval to create a new industrial Tax Increment District (the TID), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."

G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City with regard to certain expenses, including, but not limited to clearing of land and construction of new buildings, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.

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

I. In order to induce Developer to undertake the Project, such that it will generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; enhance the physical (soil, water, air) landscape; facilitate the expansion of additional industrial land uses; 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.

J. The City hereby expressly acknowledges and approves the following: (i) LCN Capital Partners and/or its affiliates ("LCN") shall fund the construction of the Project via a build-to-suit transaction; (ii) after the date this Agreement is fully executed, Carnivore Meat Company, LLC ("Carnivore"), the sole owner of Developer as of the date of this Agreement, may (1) transfer its ownership interests in Developer to LCN or (2) assign this Agreement to a new entity to be created by LCN, which entity will take title to the Property in the sale of the Property from the City; and (iii) Developer, as landlord, will enter into a triple net lease with Carnivore, as tenant and, therefore, Carnivore shall be entitled to the PAYGo reimbursement (as more particularly set forth in Section III(B)(3) herein) and the City shall provide such PAYGo reimbursement directly to Carnivore pursuant to a written assignment of all such PayGo reimbursement executed between the Developer and Carnivore. Such assignment shall include a copy of the lease with Carnivore as an exhibit and shall require the prior approval of the City, which shall not be unreasonably withheld.

K. The parties hereby acknowledge and agree that the following shall be completed prior to the execution of this Agreement (i) the City of Green Bay Economic Development Authority ("EDA") and the City of Green Bay City Council (the "City Council") shall have approved this Agreement; (ii) subject to Developer's review and approval, the City shall have created and approved the Certified

Survey Map for the Project; (iii) the full completion of the City Environmental Work Plan; (iv) the PUD shall have been approved by the Planning Commission and the City Council; and (v) the City or other required parties shall have approved or authorized the other transactions contemplated herein, and all other agreements and/or transactions that require approval by the City. (All defined terms set forth in this Recital K which are not defined herein are defined below.)

L. The parties hereby acknowledge and agree that the following may not be completed prior to execution of this Agreement but shall occur promptly thereafter (i) the TID shall be created; (ii) the demolition and removal of the barn and building materials located on the Property; and (iii) the City shall close on the sale of the Property to Developer. In the event the TID fails to be created on or before December 31, 2022, the Developer shall have the option, but not the obligation, to require the City to purchase the Property from Developer as more particularly set forth in Section VII(A) herein.

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

I. PURPOSE

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

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

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

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

II. DEFINITIONS; EXHIBITS

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

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

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

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

D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be Zero Dollars ($0.00)

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

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

G. "Developer" means CMC 3731 Finger Road, LLC, or any assignee of the same.

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

1. Exhibit A – Map of the Property
2. Exhibit B – Legal Description of the Property
3. Exhibit C – Preliminary Concept Plan
4. Exhibit D – Baseline Employment Summary
5. Exhibit E – Qualified Expenditures

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

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

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

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

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

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

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

1. road, pedestrian, and bicycle improvements; and

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

3. telephone, high-speed cable, and related technology infrastructure not operated by the City; and

4. natural gas, electrical power, and other public utilities not operated by the City; and

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

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

P. "Qualified Expenditures" means, with respect to the Project, any and all expenditures by Developer or its affiliates, which expressly includes Carnivore, which are eligible for TIF Incentives as set forth on and in accordance with the terms of EXHIBIT E attached hereto and incorporated herein.

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

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

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

T. "TID" means Tax Increment District of the City of Green Bay, which will be created and submitted for approval to the Joint Review Board, and if approved will be maintained in good standing by the City of Green Bay, Wisconsin. The City will ask the Joint Review Board (JRB) to create a new industrial Tax Increment District (the 'TID), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID." This TID will terminate in 2041.

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

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

III. TAX INCREMENT FINANCING

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

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

1. Property Transfer. The City shall convey the Property to the Developer by December 31, 2022, through the following process:

a) The City shall convey the Property excluding all City right-of way, to Developer or its assignee, free and clear of liens and encumbrances, except those permitted by Developer, via special warranty deed no later than December 31, 2022, for the sum of four hundred nineteen thousand and four hundred dollars ($419,400) or 27.96 acres at $15,000 per acre, and shall provide an owner's policy of title insurance at the time of conveyance. The final acreage is to be determined pursuant to the ALTA/NSPS land survey being prepared by the City. The acreage purchased by the Developer shall include those portions of the Property (or Option Property) which are comprised of delineated wetlands as set forth in that certain Wetland Delineation Report dated November 30, 2021 prepared by NES Ecological Services. For clarity, the initial purchase of the Property does not include the Option Property, which Option Property may be purchased at a later date by the Developer pursuant to Section III(B)(2).

b) The City shall provide a copy of any existing title work for the Property to the Developer upon execution of this Agreement. City will deliver to Developer, prior to the Closing Date, an owner's policy of title insurance issued to Developer or its assignee by an insurer licensed to write title insurance in Wisconsin and reasonably acceptable to Developer. City will pay all costs of providing such title insurance, including costs for a GAP endorsement and special assessment letter. Title insurance shall be provided in a policy amount at the full value of the substantially completed Project. Any additional title work will be completed by the Developer's selected title company at Developer's expense.

c) The City will pay at Closing all legally required transfer taxes, including the Wisconsin Real Estate Transfer Fee. Developer will pay all recording fees arising in connection with the closing, except those required to be recorded to cause title to the Property to be delivered in accordance with this Development Agreement. Each party will otherwise pay all other costs and expenses incurred by them, respectively, including

without limitation any engineering, legal, accounting, survey and/or other professional fees.

d) The City and Developer acknowledge that prior to the transfer described herein, the Property is and has been owned by the City, and as such is and has been exempt from real property taxes and has had no special assessments levied against it.

e) At the City's sole cost, the City shall prepare and obtain approvals for a CSM prior to transfer to the Developer, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C).

f) Upon recording of such CSM with the Brown County Register of Deeds, at the City's sole cost, all references to Property shall include all such new parcels created through the actions of this Section III. B. 1.

g) The deadline for conveyance of the Property may be extended at the request of Developer based on Developer's closing of financing for the project but shall be completed by no later than December 31, 2022.

h) Prior to conveyance of the Property, the City shall provide Developer and LCN access to the site for purposes of conducting a survey of the site, soil borings, or other requirements of the Developer to complete their due diligence for the site. The Developer shall provide 48-hour notice to any such activities to the Community & Economic Development Director.

i) The Developer acknowledges that the City has provided copies of Phase I and Phase II Environmental Studies, and that the City has obtained a No Action Required determination from the Wisconsin Department of Natural Resources (Bureau for Remediation and Redevelopment Tracking System No. 09-05-589404) in connection with the sampling results described in the "Phase II Environmental Site Assessment" prepared by Stantec Consulting Services Inc. dated February 24, 2022 (Stantec Project No. 193708667).

j) The Developer acknowledges that the City has provided copies of a formal wetland delineation study of the Property.

k) Both the City and the Developer acknowledge that neither has engaged a broker, finder, agent or other intermediary with respect to the proposed sale of the Property to Purchaser by the Seller for the Project; and no third party shall earn or become entitled to receive a fee or other consideration from either Purchaser or Seller.

2. Option on Additional Property. Upon purchase of the Property, the Developer shall also maintain an option on the following properties (collectively, the "Option Property"):

Tax Parcel	Address	Acres
21-189	3714 E Mason St.	4.117
21-189-1	3760 E Mason St.	3.093

a) The Developer shall retain an exclusive option for these properties. The option shall be provided to the Developer by the City for a cost of One-Dollar ($1.00). The option shall run for a period of two (2) years from the substantial completion of the

Project, which substantial completion may be determined as the date the Developer obtains a certificate of occupancy for the Project. The Developer may extend the option for an additional one (1) year by providing written notice to the Community and Economic Development Director at the City at least 45 days prior to the end of the initial option. Any such option periods shall be known as the "Option Term". At such time as the Developer wishes to execute the option and acquire all or some of the property as described in this Section III.B.2, the Developer shall notify the City at least 60 days prior to exercising the option. The acquisition price for the land under option shall be $15,000 per acre. It shall be the responsibility of the Developer to ensure that all zoning and other City approvals are obtained prior to exercising the option and to submit plans as necessary to proceed with a development on the option properties. Developer may assign the Option, as set forth herein, to Carnivore during the Option Term, with prior approval of the City, which shall not be unreasonably withheld. It is expressly understood that the duration of any such assignment shall be for the remainder of the Option Term from the effective date of assignment.

b) Upon the purchase of the Property, the City shall execute and the Developer may record a memorandum of the option to purchase against the Option Property.

3. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

a) In order to qualify for the PAYGo reimbursement, the Developer guarantees that the Property shall have a minimum assessed value of no less than $35,000,000 on or before January 1, 2025 (the "Minimum Assessed Value").

b) Other than the costs which are the responsibility of the City, as explicitly set forth herein, the 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 Tax Increment.

e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds the Minimum Assessed Value. Upon reaching this threshold, twenty percent (20%) of the Available Tax Increment shall be paid to the Developer on an annual basis after property taxes are paid in full for the Property. This payment shall be made within 60 days of the full payment of annual property taxes. For avoidance of doubt, if the aggregate assessed Property value exceeds the Minimum Assessed Value, Developer shall be entitled to twenty percent (20%) of the *total* Available Tax Increment generated by such assessment, which may be above and beyond the Minimum Assessed Value, without limitation, but subject to the Tax Incentive Cap.

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) PAYGo Reimbursement payments will be payable by the City only to the Developer or its successors or assigns. Any allocation of TIF financing by the Developer to other ownership or financing entities shall be addressed by the Developer through a separate agreement with those entities.

4. Qualified Expenditures. Qualified Expenditure payments shall be disbursed in the following priority, and only fund:

   a) Private Improvements; then

   b) Any other activity specifically approved by the City.

5. Assignment. Except as explicitly set forth herein, Developer may not assign any of its obligations or payment rights hereunder to any future purchaser or developer of any part of the Property without written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Except as explicitly set forth herein, the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. The Developer may 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. Transfers to ownership entities consisting of the same principal individuals for real estate or financing purposes may be approved by the Director of Community & Economic Development.

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 twenty percent (20%) of the Available Tax Increment for the Property.

2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenditures 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 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 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 makes 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. OTHER OBLIGATIONS OF THE CITY

A. ALTA Survey and Certified Survey Map. Prior to closing on the Property, the City shall prepare, at its sole cost (i) an ALTA/NSPS land survey of the Property showing the boundaries of the Property, any land divisions or combinations, all above-ground improvements (if any), access to and from a public roadways, topography and surface water drainage ways, and the location of all existing, and proposed easements, with the City agreeing to use Mach IV Surveying and Engineering, LLC for such ALTA survey; and (ii) a Certified Survey Map, which shall be finalized and recorded prior to the transfer of the Property to Developer, which ensure the Property has a valid tax key number and desired parcel boundaries as set forth on the Preliminary Concept Plan attached hereto (EXHIBIT C). Prior to the City recording the Certified Survey Map, such Certified Survey Map is subject to the prior review and approval of Developer.

B. Zoning. Prior to transfer of the property, the City, at its sole cost, shall prepare and submit a Planned Unit Development (PUD) zoning which allows for appropriate industrial uses for the Property, and, contingent upon the City reviewing and approving the final site plan in conjunction with the PUD, the PUD shall not require the City to grant any variances, exceptions or conditional use permits for Developer's contemplated use of the Property. The PUD shall be subject to review by the Plan Commission and final approval of the City Council.

C. Public Utilities.

1. At its sole cost, the City shall provide (or cause to be provided by necessary third parties) to the Project, at the facilities' actual locations within the Property boundary, all necessary or advisable City-owned utilities necessary for the Project, including but not limited to: (i) sanitary sewer, (ii) storm water, (iii) public water, and (vi) such other utilities as Developer may reasonably request all of which shall be installed below ground. The City, at its sole cost and expense, shall be responsible for all maintenance, repair and replacement of the foregoing utilities and regional surface stormwater detention system.

2. The City, at its sole cost, may design, engineer, install and construct (or cause to be designed, engineered, installed and construed by necessary by third parties) a regional surface water detention system for land surrounding the Project (the "Regional Stormwater Detention System"). In the event the City constructs such Regional Stormwater Detention System, Developer shall not be required to connect its on-site stormwater system to such

Regional Stormwater Detention System unless all work required in connection therewith is paid for by the City at its sole cost and expense provided that private storm water improvements are functioning and maintained in accordance with Ordinances and Wisconsin Department of Nature Resource requirements. If private improvements fail or are determined to not be in compliance, the City may require the Developer and or the Owner to connect to the regional facility at Developer's cost. No improvements may be made to the private storm water improvements without express City approval, which approval shall not be unreasonably withheld. When a regional facility is available, the Developer and or Owner may connect to the regional facility at its own costs at any time.

3. For the limited period of the TIF Incentive as described above, and solely with respect to the City of Green Bay, no special assessments or other charges of any kind shall be assessed or levied against or accrue or come due from Developer or the Property with respect to the foregoing utilities or surface stormwater detention system.

D. Other Utilities. The City will also coordinate with other utilities that need to operate in the public right-of-way including electric utilities, natural gas utilities, and telecommunication utilities to help facilitate these services to the site. Ensuring that there is adequate access and capacity of these non-City utilities is the responsibility of the Developer and the corresponding utility If additional public utilities become necessary in the future that are directly attributable to this Project, the Developer and or Owner shall provide additional ROW or an easement, as appropriate, to accommodate those public utilities.

E. TID Creation. Subsequent to the Effective Date, City shall make good faith efforts to create the TID by initiating and pursuing all applicable statutory processes set forth under Tax Increment law.

F. Environmental Remediation Work. At the City's sole cost and expense, the City shall engage and retain such additional qualified and experienced engineers, consultants and contractors (which shall be reasonably acceptable to Developer) as are necessary to remove and dispose of off-site, in strict accordance with Environmental Laws, any asbestos-containing materials, lead-based paint, and/or other Hazardous Materials located on the Property (collectively, the "City Environmental Work Plan"). The City Environmental Work Plan shall also include but not be limited to the supplemental investigation and/or remediation (to case closure or functional equivalent) of any additional Hazardous Materials discovered or disclosed in the course of the City's performance of the City Environmental Work Plan, if any.

V. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to June 1, 2022, Developer shall submit a Concept Plan to City for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:
   1. Any proposed changes in boundaries of the Property
   2. The approximate location of any proposed structures and/or projects to be built on the Property
   3. A preliminary rendering or other illustration of scale of proposed structures and buildings

B. Construction Documents. Prior to September 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 the City 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 City to be appropriate.

C. Development Related Fees. The Developer shall be responsible for payment of any development related fees including but not limited to zoning and/or site plan application fees, building permit fees, erosion control fees, stormwater management fees, impact fees, and other application fees as applicable to the Project but all such fees shall be included as Qualified Expenditures.

D. Development Budget. Prior to July 1, 2022, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to the City for approval. The Development Budget shall include:

1. Not less than fifty-five million dollars ($55,000,000.00) in "hard" construction costs for the entire Project; and

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

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

   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) costing not less than $250,000 and approved by the City and GBPAC through a separate agreement identifying the project. The separate agreement must be executed by July 1, 2022. If not executed in this time, this agreement defaults to the original art requirement defined herein; or

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

4. Qualified Expenditures for which Developer is seeking a TIF Incentive are set forth in Exhibit E attached hereto and incorporated herein.

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

to improve and refine the approved Concept Plan. Approvals of these items shall be handled by the City's Economic Development Authority (EDA) on the City's behalf.

F. 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 but all such fees shall be included as Qualified Expenditures.

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. Developer shall submit full and complete building plan sets to the City and/or State of Wisconsin for review of compliance with all applicable building codes. Notwithstanding the foregoing but contingent upon the City reviewing and approving the final site plan in conjunction with the PUD, the PUD shall not require the City to grant any variances, exceptions or conditional use permits for Developer's contemplated use of the Property.

3. Developer shall provide the City with a formal a traffic impact analysis regarding the Project, and should specifically include planned truck routes, deliveries, and employee parking and access and the cost of such traffic impact analysis shall be included as Qualified Expenditures.

G. Intentionally omitted.

H. Proof of Financing. No less than five (5) business days prior to Developer closing on the acquisition of the Property, Developer shall have delivered proof of financing reasonably satisfactory to the City to complete the Project according to the plans and specifications.

I. Acquisition of Property. By no later than December 31, 2022, Developer and the City shall have closed on the purchase and sale of all of the parcels comprising the Property and, if necessary, all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

J. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.

K. Certified Survey Map. Prior to the transfer of the Property, the City shall cause a certified survey map to be prepared, approved by the City, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.

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

M. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of (i) approval of the Preliminary Concept Plan by the City, (ii) approval of the Development Budget by the

City, (iii) approval of Development Plans by the City, (iv) issuance of a building permit and all other permits or licenses required to commence construction, (v) the closing of the sale of the Property from the City to Developer, (vii) the City's completion of all required items set forth in Recital K herein, which shall be no later than December 31, 2022. Construction shall be completed no later than December 31, 2024, as may be extended. Notwithstanding the foregoing, the foregoing date (December 31, 2024) may be adjusted, and shall be extended, if and to the extent that Developer's substantial completion of the Private Improvements is delayed by the City, force majeure events, the unavailability to the project of construction materials and/or labor, or any other events(s) not reasonably within Developer's direct control. Developer shall file with the City copies of the detailed construction plans within ninety (90) days after completion of the Project.

N. Reports and Information. Within a reasonable amount of time after such request is submitted by the City in writing to Developer, Developer shall provide written reports and information on the following items as requested by the City throughout the duration of this Agreement:

1. During the period before the commencement of construction, Developer shall from time to time provide to the City information having a bearing upon the interests of the City in the Property or under this Agreement.

2. Upon written request from the City, Developer shall submit, or cause to be submitted by its owner's representative, progress reports during the course of construction.

3. Intentionally omitted.

4. Upon request from the City, the Developer shall provide an updated listing of positions by compensation employed at the Project site. A baseline report of these positions for comparison purposes is attached to this agreement as Exhibit D.

O. Copies of Documents. All documents from Developer to the City shall be submitted in a digital files format acceptable to the City. At the City's request, the Developer shall provide requested documents printed in triplicate.

P. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.

Q. Transfer or Sale of Project Property.

1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City a written request for transfer thirty (30) days prior to the anticipated transfer. The City may deny the request for any commercially reasonable reason. Except as explicitly set forth herein, Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Developer shall provide the City with sixty (60) days 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 in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

3. Right of First Refusal. Developer shall not sell, trade, grant, or encumber the Property, except as specifically provided herein. Should Developer not complete elements of the Project as defined herein, Developer shall provide City the exclusive right, for a period not to exceed one (1) year from the determination of incompletion of the Project to purchase an undeveloped or underdeveloped portion of the Property. For clarity, the City's exclusive right to purchase the Property due to Developer's inability to complete the Project shall only be effective if Developer has failed to complete the Project on or before December 31, 2025. The purchase price shall be equivalent to the purchase price paid for the Property under this Agreement. This Right of First Refusal shall run with the land and shall survive the termination or expiration of this Agreement, and shall remain in place until such time as the aggregate assessed Property value meets or exceeds the Minimum Assessed Value. For clarity, this right of first refusal and Developer's prohibition against encumbering the Property shall not apply if Developer for the purpose of obtaining financing or refinancing any loan(s) which require a mortgage to encumber the Property.

R. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping, wetland and waterway protection, or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

S. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. As a condition to Developer's commencement of the first phase of construction of the Project, the City shall have completed the City Environmental Work Plan and Developer shall be satisfied that the Property is free of Hazardous Materials.

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

   a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property which are in violation of any applicable laws and introduced to the Property by Developer after the closing of the sale of the Property to Developer such that such Hazardous Materials did not exist on the Property prior to such sale of the Property from the City to Developer; or

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

3. City's Environmental Indemnification. The City shall indemnify, pay on behalf of, defend and hold the Developer 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 any adverse environmental conditions and/or the presence of Hazardous Materials which exist on the Property prior to the date the City conveys the Property to Developer, which specifically includes all RECs set forth in the Phase I and Phase II Environmental Site Assessments of the Property; and

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

   Notwithstanding the foregoing, the City's indemnification obligations set forth in this Section V(S)(3) shall be capped at One Million and 00/100 Dollars ($1,000,000.00).

4. Indemnification Assignments. Additionally, the City shall assign and transfer to Developer any third party indemnification or similar rights which the City may benefit from, including without limitation third party predecessor-in-interest indemnifications of or for the benefit of the City directly related to the Property.

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

   a) Wastes, 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, Wisconsin Statute Chapter 292, 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 all amendments, modifications, addition or successor provisions thereto; 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, chemicals, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, asbestos, polychlorinated biphenyls, radon and urea formaldehyde foam, per-and polyfluoroalkyl substances, and raw materials that include hazardous constituents.

6. Survival. The provisions of this Section shall survive the conveyance to Developer of the Property for four (4) years after the date of such conveyance.

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

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

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

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

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

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

3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City. The amounts of such insurance shall be not less than the following limits:

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

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

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

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

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

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

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

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

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

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

U. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

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

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

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

Notwithstanding the foregoing, Developer's indemnification obligations hereunder shall be net of, and offset by the City's contributing negligence, if any, and/or intentional misconduct, causing indemnifiable losses.

2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, which notice shall be given by the City within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City unless, and only to the extent to which, such failure

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY

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

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

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

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

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

E. TID District. The RDA and City intend to create a new TID effective January 1, 2022, and once created, the TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.[1]

VII. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. The RDA and City intend to create a new TID effective January 1, 2022, and, once created, the TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue. If the

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TID is not created as set forth herein on or before December 31, 2022, for whatever reason, the Developer shall have the option, but not the obligation, to require the City to purchase the Property from Developer and the purchase price shall be equivalent to the purchase price paid by Developer under this Agreement. If Developer elects to require the City to purchase the Property, Developer shall deliver written notice to the City and such transaction shall occur within ninety (90) days of the City's receipt of such written notice.

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 the City 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 City shall have been provided to Developer.

C. City Obligations. The City ensuring that each of the following have been completed prior to the execution of this Agreement: (i) the EDA and City Council and shall have approved this Agreement; (ii) the City shall have created and approved the Certified Survey Map for the Project; (iii) the City Environmental Work Plan; (iv) the PUD and (v) the City or other required parties shall have approved or authorized the other transactions contemplated herein, and all other agreements and/or transactions that require approval by the City. In addition, the City shall ensure the following occur promptly following execution of this Agreement: (i) the demolition and removal of the barn and building materials located on the Property and (ii) the City shall close on the sale of the Property to Developer.

VIII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Developer represents and warrants to the City as follows:

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

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

C. Compliance with Zoning. After the issuance of the PUD, the Property will conform at all times and in all respects with such PUD.

D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred percent (100%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

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

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

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

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

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

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

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

L. Fees or Commissions. The City shall not be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

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

The City represents and warrants to Developer as follows:

1. Certification of Facts. No statement of fact by the City contained in this Agreement and no statement of fact furnished or to be furnished by the City to Developer 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.

2. Good Standing. The City is a Wisconsin municipal corporation and has the power and all necessary licenses, permits, and franchises to own its assets and properties and to carry on its business.

3. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by the City hereunder have been duly authorized by all necessary action of the City and constitute valid and binding obligations of the City, 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. In addition, the City has complied with all open meetings and open records requirements.

4. No Conflict. The execution, delivery, and performance of the obligations of the City pursuant to this Agreement will not violate or conflict with the organizational documents of the City or any indenture, instrument or material agreement by which the City is bound, nor will the execution, delivery, or performance of obligations of the City pursuant to this Agreement violate or conflict with any law applicable to the City.

5. No Litigation. The City has received no written notice of any litigation or proceeding pending or threatened against or affecting City or the Property that would adversely affect the Project, the City or the priority or enforceability of this Agreement, or the ability of the City to perform its obligations under this Agreement.

6. Public Improvements. All work performed or materials furnished for the Public Improvements for which the City is responsible pursuant to this Agreement will be fully paid for without contribution by the Developer.

IX. DEFAULT

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

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

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

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

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

   a) Fraud; or

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

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

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

B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer which exceeds any applicable cure period, the City may in its discretion:

1. Withholding of TIF Payment. If an Event of Default occurs which remains uncured after any applicable cure period, the City may withhold annual TIF payments until the Event of Default is cured and, upon such cure, the TIF payments shall resume in full;

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City to Developer, whether under this Agreement or otherwise, any sums due and owing to the City which remain unpaid after any applicable cure period;

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 at law or in equity;

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

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

8. Termination. If all other reasonable courses of action and remedies available to the City have been exercised and no timely resolution is obtained, the City may terminate this Agreement without further notice to Developer.

C. City Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City to perform their obligations under this Agreement, but only after providing the City notice of such default and a failure by the City to commence attempts to cure such default within the thirty (30)-day notice period. If the City, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure (such cure period not to exceed ninety (90) days), unless otherwise agreed to by the parties, then the failure to perform shall not be an Event of Default.

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

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

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

X. TERMINATION

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

1. City, for any reason, is unable to create the TID as contemplated in this Agreement, the City shall have the right to terminate this Agreement and shall have no obligations under this Agreement.

2. All Qualified Expenditures have been repaid in full by Tax Increment;

3. The City closes and terminates the TID;

4. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;

5. This Agreement is terminated because of an Event of Default as specifically set forth in Section IX(B)(8) herein; or

6. The parties agree in writing to terminate this Agreement.

B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty (20) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2041.

C. Survival of Certain Provisions. Sections III. B. 3. d, III. D., V. F., V. J., V. L., V. Q. 2., V.R., V.S.2., V.U., VI. A., VI. B., VI. C., VI. D., VI. E., VIII. C., VIII. D., VIII. E., VIII. G., VIII. K., VIII. L., IX. B., IX. D., IX. E., IX. F., XI. B., XI. C., XI.G.; XI. J., XI .M., XI. O., XI. P., XI. R., and XI. S. shall survive the termination of this Agreement.

XI. 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 explicitly set forth herein, Developer may not assign its rights under this Agreement without the express prior written consent of the City, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City, which shall not be unreasonably withheld, conditioned or delayed.

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

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

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

F. Relationship of Parties. The City is not a partner or joint venturer with Developer in the Project or otherwise. Under no circumstances shall the City be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third-party beneficiaries of this Agreement.

G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds eighteen (18) months from the date the event occurred.

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

I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to DECEMBER 31, 2021, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.

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

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

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

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

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

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

To the City:	City of Green Bay Attn: City Clerk 100 North Jefferson Street Green Bay, WI 54301 e-mail: celestine.jeffreys@greenbaywi.gov facsimile: 920-448-3010
To the Developer:	Carnivore Meat Company, LLC Attention: Lanny Viegut, President 3731 Finger Road Green Bay, WI 54311 e-mail: lanny@carnivoremeat.com
with a copy to:	Timothy McCoy | Attorney Godfrey & Kahn SC 200 S Washington St., Suite 100 Green Bay, WI 54301 920.436.7674 direct Tmccoy@gklaw.com

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

K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

O. Recording of Agreement. The City may record a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

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

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

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

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

[Signature pages follow]

Signature page 1 of 2

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

DEVELOPER:

CMC 3731 FINGER ROAD, LLC

By: Carnivore Meat Company, LLC

By: _____

_____
Lanny Viegut, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 13th day of June 2022, the above named Lanny Viegut, a member of Carnivore Meat Company, LLC, a Wisconsin limited liability company, which is the sole member of CMC 3731 Finger Road, LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

Signature page 2 of 2

THE CITY OF GREEN BAY, THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and DEVELOPER NAME

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 13 day of June 2022, the above named Eric Genrich and 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

EXHIBIT A
Property Map

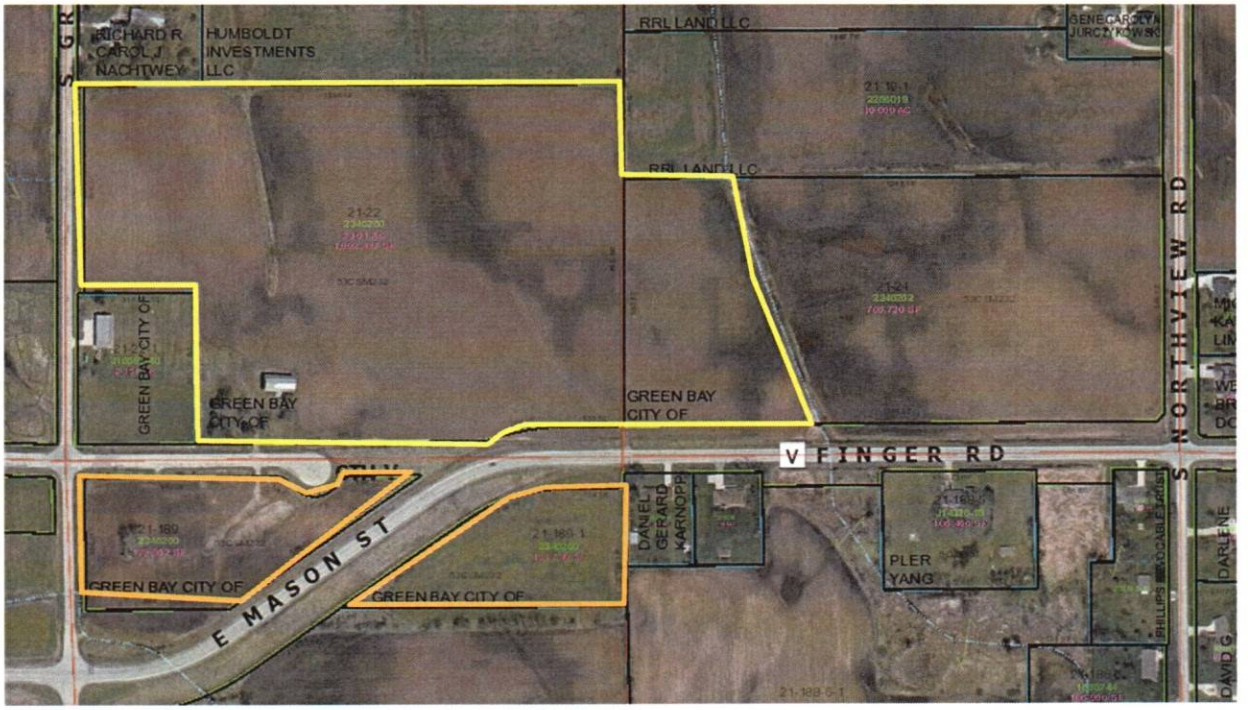


EXHIBIT B
Legal Description

PARCEL 1:
ALL OF LOT 1 OF VOLUME 53, CERTIFIED SURVEY MAPS, PAGE 232 (MAP #7761-DOCUMENT #2351420), BROWN COUNTY RECORDS, LOCATED IN IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.
PARCEL CONTAINS 1,002,436 SQUARE FEET / 23.01 ACRES, MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD.

PARCEL 2:
PART OF LOT 2 OF VOLUME 53, CERTIFIED SURVEY MAPS, PAGE 232 (MAP #7761-DOCUMENT #2351420), BROWN COUNTY RECORDS, LOCATED IN IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF VOLUME 53, CERTIFIED SURVEY MAPS, PAGE 232, BROWN COUNTY RECORDS; THENCE N00°04'03"W 593.15 FEET ALONG THE WEST LINE OF SAID LOT 2; THENCE N89°46'55"E, 255.59 FEET ALONG THE NORTH LINE OF SAID LOT 2; THENCE S20°08'40"E, 629.62 FEET TO THE SOUTH LINE OF SAID LOT, ALSO BEING THE NORTH RIGHT OF WAY OF C.T.H. V (A.K.A. EAST MASON STREET); THENCE S89°38'01"W, 471.73 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.
PARCEL CONTAINS 215,547 SQUARE FEET / 4.95 ACRES, MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD.

TOTAL PARCELS 1 & 2:
TOTAL CONTAINS 1,217983 SQUARE FEET / 37.96 ACRES, MORE OR LESS.

EXHIBIT C (1 of 2)
Preliminary Concept Plan

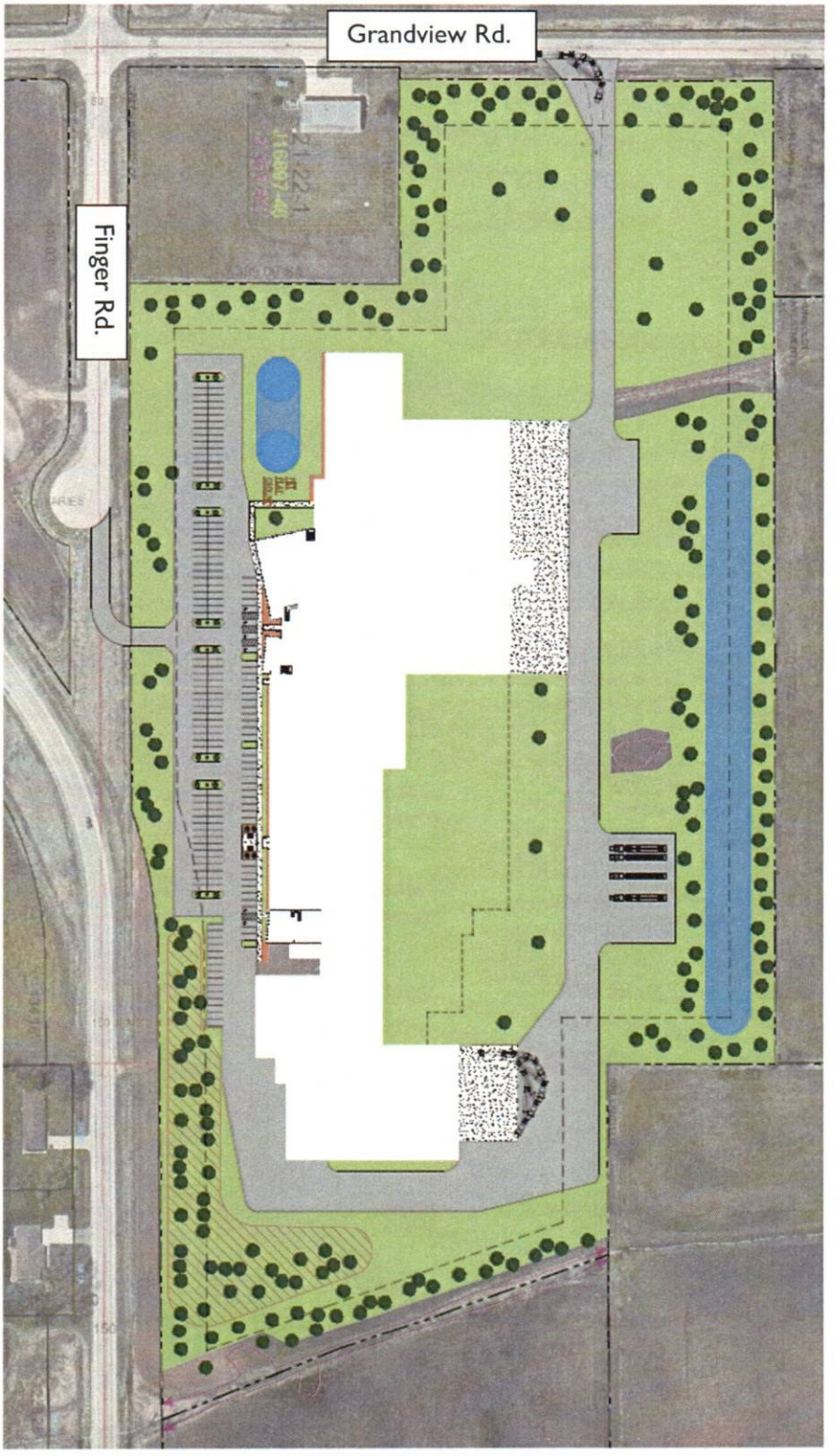


EXHIBIT C (2 of 2)
Preliminary Concept Plan

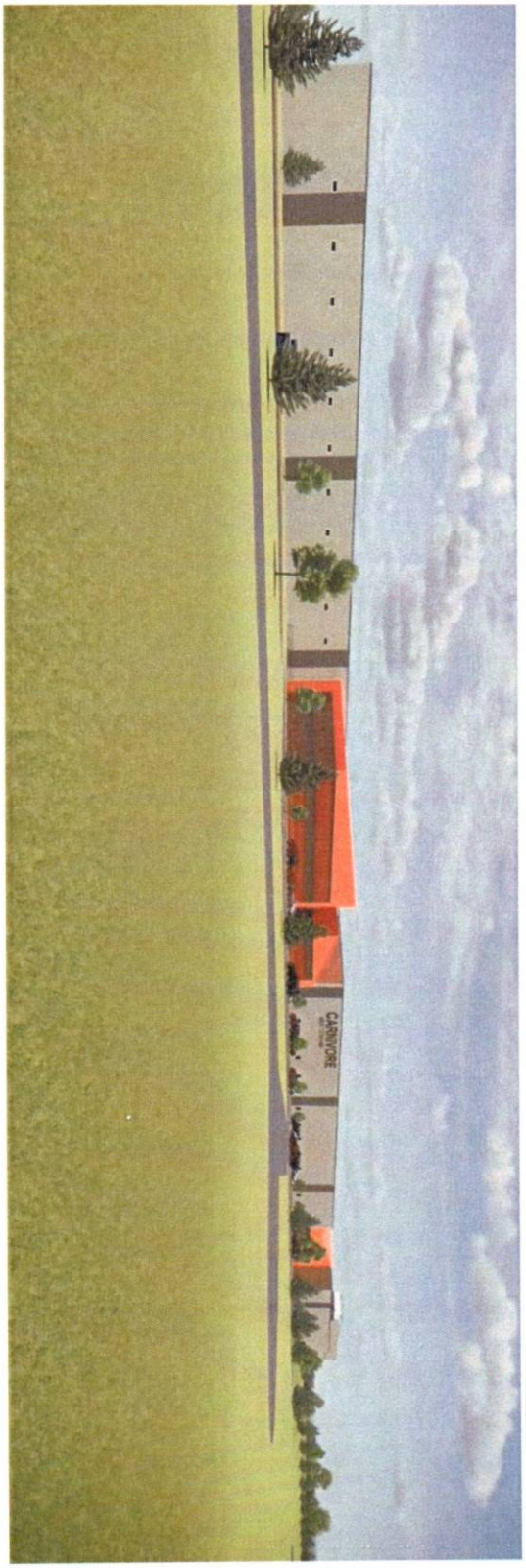


EXHIBIT D
Baseline Employment Date

Jobs Transferred/Jobs Created

Anticipated to be Retained Positions*			**Approximate Annual Avg. Compensation**
Executives	3	225,000	675,000
Directors	7	145,000	1,015,000
Managers	10	95,000	950,000
Sales people	7	100,000	700,000
Line Leads	8	60,000	480,000
Frontline	68	42,500	2,890,000
Total	103		$6,710,000

Approximate Number of Anticipated New Positions to be Located at the Project			
Executives	3	225,000	675,000
Directors	4	145,000	580,000
Managers	5	95,000	475,000
Sales people	5	100,000	500,000
Line Leads	3	60,000	180,000
Frontline	32	42,500	1,360,000
Total	52		$3,770,000

*All employees are eligible to participate in CMC's full fringe benefit packages and employee plans, including employer-sponsored group health insurance, 401(k) retirement plan, disability insurance, etc.

EXHIBIT E
Qualified Expenditures

NOTE: This shall include, without limitation, the development-related fees set forth in Section V(C) and Section V(F)(1) and the fees associated with the traffic impact analysis set forth in Section V(F)(3).

Prior to July 1, 2022, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to the City for approval.

Summary report: Litera® Change-Pro for Word 10.10.0.103 Document comparison done on 5/20/2022 12:09:25 PM	
Style name: GKFirm	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS/Active/27019810/10	
Modified DMS: iw://DMS/Active/27019810/11	
Changes:	
Add	8
~~Delete~~	3
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	11

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 22-02

CARNIVORE MEAT COMPANY, LLC

This First Amendment to Development Agreement 22-02 is made this _____ day of _____, 2022, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and CAR GREEN BAY (WI) LLC, a Delaware limited liability company ("Developer as Assignee of CMC 3737 Finger Road, LLC").

RECITALS

WHEREAS, CMC 3737 Finger Road, LLC proposed to acquire and develop certain real property, identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres	Assessed Value
21-22	3731 Finger Road	23.010	$0.00
21-24 (Partial)*	3731 E Mason St.	4.95	$0.00

*To be divided off by a certified survey map (a "Certified Survey Map" or "CSM"); and

WHEREAS, CMC 3737 Finger Road, LLC entered in Development Agreement 22-02 with the City, dated as of June 13, 2022, (the "Agreement") to complete a Project to develop, design, construct and operate of a state-of-the-art corporate campus, together with associated commercial facilities for the manufacture of ultra-premium raw frozen and freeze-dried pet foods and treats; and

WHEREAS, CMC 3737 Finger Road, LLC assigned it's obligations and interests in the Agreement to CAR Green Bay (WI), LLC pursuant to an Assignment and Assumption of Development Agreement dated as of August ___, 2022; and

WHEREAS, CAR Green Bay (WI), LLC as Developer and assignee of CMC 3737 Finger Road, LLC desires to amend the Agreement to provide additional time to negotiate and execute a separate agreement between the Developer/Assignee and the City for development of a public art project.

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:

1. **Amendments.** The Agreement hereby amended as follows:

    a. In **section V.D.3.c**, delete "July 1, 2022" and replace with "October 1, 2022".

2. **Remaining Terms and Conditions.** The Parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement 22-02 is in full force and effect, and that except as set forth herein, all remaining terms and conditions of Agreement shall remain unchanged, and the Agreement as amended by this First Amendment shall remain in full force and effect.

3. **Governing Law.** The laws of the State of Wisconsin shall govern this First Amendment.

[Signature pages follow]

Signature page 1 of 2

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

DEVELOPER as Assignee of CMC 3731 FINGER ROAD, LLC

By: CAR GREEN BAY (WI) LLC.

By: _____

_____
Name Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named _____ , a member of CAR GREEN BAY (WI) LLC, a Delaware limited liability company, , to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 2 of 2

THE CITY OF GREEN BAY, THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and CAR GREEN BAY (WI), 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 _____ 2022, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Exhibit E
Qualified Expenditures

Total qualified expenditures are capped at $6 million from the following categories:

	Project Budget
Land Acquisition	$ 481,200.00
General Conditions	$ 1,500,000.00
Winter Conditions Allowance	$ 325,000.00
Concrete Footings	$ 4,818,000.00
Glass and Glazing	$ 190,000.00
Insulated Metal Panels	$ 5,931,000.00
Roofing	$ 2,800,000.00
Fire Protection	$ 850,000.00
Plumbing	$ 1,450,000.00
Refrigeration	$ 5,520,000.00
HVAC	$ 2,800,000.00
Electrical	$ 6,847,000.00
Site Excavation	$ 1,150,000.00
Building Excavation	$ 430,000.00
Landscaping & Pond	$ 195,000.00
Site Utilities	$ 1,200,000.00
	$ 36,006,000.00

Notes:
Subject to a minimum valuation increase of $35 million.
Annual payments are limited to 20% of the increment generated.

Report to the
Sustainability Commission of the City of Green Bay

MEETING DATE

August 2, 2022

AGENDA ITEM # V.1

Resiliency Coordinator - Informational Updates

BACKGROUND

City-wide Comprehensive Energy Planning/PCS Energy Innovation Grant of $87,000 with a local match of $56,000

- Collaborative grant with GB Water Utility, Metro Transit, and the City of Green Bay
- The grant agreement goes to Finance on 7/26 for consideration
- Work may begin after the signed grant agreement and a professional services agreement is in place.

Green Stormwater Infrastructure (GSI) Code Amendments to Chapter 44 Landscaping Standards

- Staff and BCHBA discussed amendments. Staff are working on changes and will send them to the Plan Commission for further consideration.

Residential Rain Barrel Pilot Program

- Due to high-interest, registration for a free rain barrel is closed. Staff will gather feedback and evaluate for future program iterations.
- Public Works will deliver rain barrels to pre-registered participant's homes. The homeowner is responsible for the proper assembly and installation of the rain barrel.
- A rain barrel installation video and other resources are available on the Public Works area of the City's website, under Green Stormwater Initiatives.

Pesticide/Herbicide Use Policy for City Operations

- No updates this month.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Detail Summary of Projects Issued

6/1/2022 to 6/30/2022

Proj #	Address	Owner	Applicant	Fees Paid	Estimated $	Status
108985	3386 LARGO RIDGE CT..21-8227	CONNIE S & MICHAEL S CALLAHAN		$1,550.32	$675,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME - 1 STORY PLUS BASEMENT EC APPROVED 6/13/22						
109190	3066 GILBERT DR..21-8393	GREEN VIPER INC		$1,355.38	$350,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME W/ ATTACHED GARAGE						
107173	1320 HARVEY ST..8-603	LOREN P PROST		$50.00	$1.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FIRE DAMAGE REPAIRS						
108099	3271 SITKA ST..21-7105	AUSTIN M & AMANDA E BLOCK		$200.00	$40,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] 3 SEASONS ENCLOSED PORCH ADDITION WITH FIREPLACE AND HOT TUB						
108174	215 N BAIRD ST..14-139	HIPOLITO HERRERA		$100.00	$1,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FRONT PORCH						
108545	213 S ASHLAND AV..3-398	CORDELL & MATTHEW BLANK		$361.16	$8,000.00	Pending
[2-434 - Residential - Addition - Single Family House] COMPLETE REMODEL OF INTEROIR						
108679	2123 KING JAMES DR..6H-3321	KATHERINE G & MICHAEL A HERALD		$105.00	$10,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINSIH, ONLY BUILDING AT THIS TIME - ELECTRICAL PERMIT COMING LATER						
108694	1193 LANGLADE AV..1-398-B	ZACHARY & TAYLOR CURLESS		$205.00	$8,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH						
108742	2439 MORGAN LN..21-3276	JILL M LEURQUIN		$50.00	$4,300.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW						
108845	522 SCHWARTZ ST..21-2818	ALEX A DOLSKI		$125.00	$15,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL FINISHED BASEMENT						
108939	1620 OAK LEAF DR..6H-1269-31	EDDYJOE B & BRITTANY M SKENADORE		$175.00	$2,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL BASEMENT BATHROOM						
108941	726 ELMORE ST..5-1078	RAMON A & JANET A HILARIO		$410.00	$8,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL AND ALTERATION						
108966	812 BELLEVUE ST..21-2066	RULE INVESTMENTS 4 LLC		$205.00	$40,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL						
108967	601 W CONSERVANCY CT..21-7953	THOMAS M & CATHERINE M LEMENS		$255.00	$40,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT - INCLUDE TUB, SINK, AND TOILET.						
109061	868 SHAWANO AV..3-1077	FOX VALLEY HOME SALES INC		$205.00	$15,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL						

109087	1395 SERVAIS ST..6-1558	PACKERLAND CAPITAL PROPERTIES LLC	$180.00	$30,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODEL					
109109	1118 MEACHAM ST..1-1630	JULIE FINK FRONSEE	$100.00	$12,290.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPLACE ALL FIXTURES, NEW FLOORING AND PAINT					
109110	1443 ELIZA ST..17-716	BRANDON J & TARA M RAVEN	$230.00	$5,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT ALTERATION ***note window well already installed and may be encroaching in the side yard setback. Erik					
109147	711 ST. JUDE ST..6-2146	MATTHEW A & MISTI R MILLER	$150.00	$5,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BATHROOM REMODEL					
109249	1102 SHADOW LN..1-2301	PRIME GROUP LLC	$205.00	$15,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT					
109337	700 EMILIE ST..16-210	PETER B W C & KRISTINE M ANDREWS	$510.00	$18,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL - RENEW KITCHEN CABINETS, ADD PANTRY AND HALF BATH, ADD TUB TO UPPER LEVEL					
109343	452 DELWICHE RD..21-4608	CJS VINTAGE REMODELING LLC	$255.00	$15,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL					
105498	815 NEUFELD ST..6-779	ANDRES JIMENEZ MEDRANO	$50.00	$10,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO / PERGOLA					
108705	417 S VAN BUREN ST..14-780	LINDSAY & SCOTTY MCKEON	$100.00	$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK - 3' X 7'					
108706	455 MEADOW WIND DR..21-7776	ELAINE S & TIMOTHY P MANEY	$100.00	$4,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK - 12 X 12					
108739	1115 SMITH ST..7-366	MICHAEL J & KAREN E SCHADRIE	$100.00	$5,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REMOVE DAMAGED DECK AND REPLACE WITH 20' X 8' DECK					
108789	2961 SHELTER CREEK LN..6H-4268	FEENEY MICHAEL J & JOANN M LIVING TRUST	$75.00	$31,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK/GAZEBO					
108842	1226 PERROT ST..20-510	KEVIN SCHUSTER	$50.00	$200.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] INSTALL PAVER PATIO IN REAR OFHOUSE This project replaces #87523					
108878	710 N BROADWAY..5-72	EDUARDO S MARTINEZ	$75.00	$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PORCH/STAIRS					
108882	401 STEVEN ST..6-2386	MARY M & BENJAMIN T ERTL	$75.00	$9,641.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] 30' X 12' DECK					
108892	3569 SATELLITE LN..21-8078	NELLIE RUELA, ETAL	$100.00	$17,960.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
108908	1130 MORAINE WAY..6-2791	AHORN 8 LLC ETAL	$50.00	$3,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DUMPSTER PAD					
108909	1125 MORAINE WAY..6-2786-3	STERNS ENTERPRISES 6 LLC ETAL	$50.00	$3,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DUMPSTER PAD					
108913	2053 PREBLE AV..21-2202-12	MELISSA A MEYER	$50.00	$1,400.00	Pending

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

108969	1722 DEBRA LN..21-1111-P-59	MICHAEL E JONES	$50.00	$2,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] 16 x 30 Patio					
108975	122 WOODLAWN AV..3-47	THOMAS S NORDWIG	$75.00	$800.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] BALCONY					
108988	1498 GRIGNON ST..17-1035	WAYNE W SELLENE	$100.00	$2,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACING DECK					
108989	1401 LANGLADE AV..6-817	LEE P ROWAN, ETAL	$50.00	$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
108990	1375 9th ST..6-204-A-1	TRENTON T ESTANO	$50.00	$1,400.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] CEMENT PATIO & STEPS FROM SLIDING DOWN TO PATIO					
108991	926 DEWCLAW ST..21-4220	TODD M & GENELYN HARTFORD	$100.00	$9,900.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REMOVE DECK & ADD PATIO					
109014	150 MANDRAKE DR..21-8131	JEROD R & JOSIE WEBSTER	$200.00	$50,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PAVER PATIO / CABANA					
109025	921 VELP AV..18-834	WILLIAM J & SHANNON L EVERARD	$100.00	$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE PORCH AND DECK					
109034	514-516 N CHESTNUT AV..5-917	N BROADWAY HOLDINGS LLC	$100.00	$2,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPAIR WOOD DECK & REPAIR BALCONY					
109079	836 CHRISTIANA ST..3-131	PICKARD PROPERTIES LLC	$75.00	$1,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] NEW DECK IN FRONT OF HOUSE					
109089	1213 SHADOW LN..1-2220	COREY W BEHNKE, ETAL	$175.00	$45,000.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO WORK COMPLETED					
109171	967 DENIS PL..3-544	ANTONIA M VANKAMPEN	$75.00	$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] CONSTRUCT DECK AT REAR ENTRY DOOR					
109269	843 SHAWANO AV..3-127	MARQ INVESTMENTS LLC	$75.00	$150.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE RAILING ON LOWER PORCH					
109279	1801 ARNOLD DR..6-2811	KIM M & KENNETH E DENAMUR	$75.00	$25,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
109322	144 BERWYN AV..21-1261-11	ALEJANDRO MONTOYA LINARES	$50.00	$4,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] 18' X 30' CONCRETE PATIO					
108717	524 11th AV..2-515	PAUL L JONES	$175.00	$10,000.00	Pending
[9-645 - Raze - Building or Structure (Residential)] RAZE Took to EC - 5/24/22 Approved 5/26/22					
109068	309 S VAN BUREN ST..14-762	BRANCH THREE PROPERTIES LLC	$50.00	$1.00	Pending
[9-649 - Demolition - Interior (Residential)] DEMO INTERIOR					
109071	1109 S TAYLOR ST..6-273	PAUL G MURRAY	$100.00	$9,000.00	Pending
[9-645 - Raze - Building or Structure (Residential)] RAZE HOUSE					

109130 1557-1559 EASTMAN AV..21-1194-1	FARLIN PARK HOLDINGS LLC ETAL	$50.00	$100.00	Pending
[9-649 - Demolition - Interior (Residential)] DEMO GARAGE				
104509 925 DIVISION ST..5-453	ANN V HERING	$50.00	$13,000.00	Pending
[11-1 - Foundation Repair (Residential)] REPLACE INTERIOR DRAIN TILE AND CHECK BACKPLASTER FOR CRACKS.				
106673 961 BOND ST..5-1279	ADAM C WEBER	$50.00	$850.00	Pending
[11-1 - Fence (Residential)] FENCE - 4FT CHAIN LINK				
108072 3127 W OTTERTAIL CT..21-5406	MICHAEL P & BETSY A RICKARD	$50.00	$4,500.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED				
108243 2874 OGDAN WOODS DR..6H-4123	COREY & DANA BOGENSCHUTZ	$140.00	$18,000.00	Pending
[11-1 - Swimming Pool (Residential)] Above Ground Pool				
108273 567 NEWTOLS ST..21-2678-M-24	DAVID J & TRACY A BRICKER	$150.00	$15,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] RAZE GARAGE AND BUILD NEW 1 STALL GARAGE				
108354 617 S CLAY ST..14-1114	MOBETA LLC	$50.00	$5,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY				
108355 621 S CLAY ST..14-1115	MOBETA LLC	$50.00	$10,300.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY				
108374 852 ABRAMS ST..21-5726	BEATRIZ SANCHEZ, ETAL	$50.00	$3,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 16 FTX12FT SHED SEE COMPLAINT 120026				
108519 301 MICHELLE CT..21-6362	TIMOTHY JUSTIN WILSON	$50.00	$3,750.00	Pending
[11-1 - Fence (Residential)] 4' CHAINLINK FENCE				
108584 417 S VAN BUREN ST..14-780	LINDSAY & SCOTTY MCKEON	$50.00	$2,000.00	Pending
[11-1 - Fence (Residential)] REPLACE EXISTING VINYL FENCE WITH 200 FT OF CHAINLINK				
108713 2392 VAN BEEK RD..21-3534	JACOB J HERMAN, ETAL	$50.00	$2,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED- RESIN ON CONCRETE SLAB				
108719 605 CHALLENGER DR..21-6972	NANCY A & RICKY A TLACHAC	$75.00	$8,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED				
108728 1262 REED ST..5-671-A	KAREN A PECARD	$50.00	$3,000.00	Closed
[11-1 - Fence (Residential)] 6' FENCE				
108738 1129 MARQUETTE AV..1-1498	SCOTT A CRAWFORD	$100.00	$5,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION				
*work done without permit				
108776 1651 FIESTA LN..21-1110-M-38	TONI ODGERS	$100.00	$19,246.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
108808 847 S CLAY ST..17-124	ERNEST W & LISA L BROOKS	$50.00	$2,500.00	Pending
[11-1 - Z - Misc Project Not Listed (Resiential)] WITH CONCRETE				
108813 2573 TERESA CT..21-6530-28	DENISE ALEXANDER	$150.00	$138,500.00	Pending
[11-1 - Swimming Pool (Residential)] 35' X 15.6' FIBERGLASS POOL EC approved 5/31/22				
108849 2057 PREBLE AV..21-2202-11	MARCO A GAMBOA GUZMAN	$150.00	$25,000.00	Pending

[11-1 - Garage/Carport/Shed (residential)] GARAGE 24 x 36

108884 1308 BOND ST..5-1654	NANCY R & JAMES S & NANCY B & GREGORY C SIEFERT	$50.00	$10,488.00	Pending
[11-1 - Fence (Residential)] FENCE				
108885 1813 SMITH ST..21-2538	PATTI L & DAVID M LALUZERNE	$50.00	$900.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 12 X 12 SHED				
108900 515 S ASHLAND AV..2-277	CARLA K COTTER	$50.00	$5,850.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' VINYL				
108906 1335 OREGON ST..5-662-C	NANCY K & JOEL J DELVAUX	$50.00	$5,200.00	Pending
[11-1 - Fence (Residential)] FENCE				
108912 1428 ARGONNE DR..6-980	JACKSON R CLARK	$50.00	$900.00	Pending
[11-1 - Fence (Residential)] FENCE				
108914 1019 MENDOTA DR..21-8382	JASON P & LARA L VANDERMEULEN	$50.00	$2,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION				
108922 1798 ST. AGNES DR..6-2771	JEANINE L KRUEGER	$50.00	$5,900.00	Pending
[11-1 - Fence (Residential)] FENCE 6' VINYL				
108924 1722 DEBRA LN..21-1111-P-59	MICHAEL E JONES	$50.00	$11,298.00	Pending
[11-1 - Fence (Residential)] FENCE				
108929 1524 ROSALIE LN..6-2341	JANEL JOHNSON	$50.00	$7,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED				
108930 1352 KELLOGG ST..5-1327-A-2	EVAN C WALLACE	$50.00	$6,000.00	Pending
[11-1 - Fence (Residential)] FENCE				
108935 1947 LAKESIDE PL..21-960	MARY ANN PAPPAS, ETAL	$50.00	$3,200.00	Closed
[11-1 - Fence (Residential)] FENCE				
108936 905 SPENCE ST..2-1358	XUE LEE, ETAL	$50.00	$2,500.00	Pending
[11-1 - Fence (Residential)] FENCE				
108937 122 S PLATTEN ST..6-261	ANGIE & JAIME RAMIREZ SALGADO	$50.00	$10,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION				
108938 2484 MANITOWOC RD..23-261	REBECCA L & MICHAEL G KATERS	$50.00	$12,150.00	Pending
[11-1 - Fence (Residential)] FENCE				
108943 726 ELMORE ST..5-1078	RAMON A & JANET A HILARIO	$100.00	$6,300.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY AND PATIO				
108945 1023 S ONEIDA ST..1-1847	AARON J WELHOUSE	$100.00	$1.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
108948 933 GERARD ST..21-5738	LINDA M & JOHN K LEROY	$50.00	$5,895.00	Pending
[11-1 - Fence (Residential)] FENCE				
108950 1974 TREELAND DR..6H-3657	KALI L & WESTLEY J KRULL	$50.00	$400.00	Pending
[11-1 - Fence (Residential)] FENCE				

108959 1851 ST. AGNES DR 1..6-2904	STEVEN J & JUDITH A PETERS	$50.00	$7,158.00	Pending
[11-1 - Fence (Residential)] FENCE				
108962 1222 WESTERN AV..3-819-A	ANN M FRONK	$125.00	$500.00	Pending
[11-1 - Swimming Pool (Residential)] POOL				
108963 1422 PORLIER ST..17-706	JOHN JOSEPH & KATIE MARIE MCCRACKEN	$50.00	$9,280.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
108964 1221 N IRWIN AV..20-44-28	TY D PELOT	$50.00	$1,000.00	Pending
[11-1 - Fence (Residential)] FENCE 4' chainlink				
108970 1689 BIEMERET ST..6-1972	LINDA M & JOHN M COLWELL	$50.00	$2,100.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 10 x 10 SHED				
108977 906 RAYMOND ST..2-1400	ERIC B & MARIA A FRIEDLANDER	$50.00	$11,875.00	Closed
[11-1 - Fence (Residential)] FENCE				
108978 1429 OAK RIDGE DR..6-991	BERGESON FAMILY TRUST	$50.00	$6,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION				
108980 1215 PORLIER ST..17-365	DANIEL ANGELL	$50.00	$7,000.00	Closed
[11-1 - Fence (Residential)] FENCE 6' WOOD				
108987 2562 LAREDO LN..6H-2039	ROBERT G CORMIER	$50.00	$10,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY/WALKWAY EXP				
108994 919 GROSS AV..2-758	KATHLEEN M & DENNIS W BECKS	$50.00	$28,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
109013 910 VENUS DR..21-4298	MARGARET M DANZ	$50.00	$2,178.00	Pending
[11-1 - Fence (Residential)] FENCE 6' WOOD				
109015 918 VENUS DR..21-4299	JAMES W & JUDY A WHITING	$50.00	$3,000.00	Pending
[11-1 - Fence (Residential)] FENCE *DRIVEWAY ON HOLD, JUST FENCE				
109018 1357 E WALNUT ST..14-1497	GUILLERMO DIAZLOPEZ, ETAL	$50.00	$3,800.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] WIDEN DRIVEWAY				
109019 1351-1353 KELLOGG ST..5-1327-A-3	ADAM & EMILY NIMMER	$50.00	$4,000.00	Pending
[11-1 - Fence (Residential)] FENCE				
109023 1021 SHADOW LN..1-2587	JANICE K YAGODZINSKI	$50.00	$7,409.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR - BASEMENT PERIMETER WATERPROOFING SYSTEM				
109024 126 S BUCHANAN ST..3-263	TARA M BENZ	$50.00	$1,500.00	Pending
[11-1 - Fence (Residential)] 4' CHAINLINE FENCE				
109026 840 13th AV..2-552	LUZ MARINA & JOSE LUIS NUNEZ DE VALLE	$50.00	$2,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY				
109029 2469 PARKWOOD DR..6H-2393	CHRISTOPHERSEN TRUST	$50.00	$7,840.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
109053 1342 CROOKS ST..17-379	BRUCE E & MARY B LARSON	$50.00	$20,000.00	Pending

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

109054 2752-2754 FINGER RD..21-149-1 | SALVADOR & ESMERALDA CORTES | $50.00 | $100.00 | Pending
[11-1 - Fence (Residential)] FENCE - 6' wood

109059 1651 FIESTA LN..21-1110-M-38 | TONI L & KEVIN A ODGERS | $100.00 | $21,000.00 | Pending
[11-1 - Garage/Carport/Shed (residential)] NEW DRIVEWAY & GARAGE

109064 2655 WILDFLOWER ROW..21-6918 | SALLY M ENLOE | $50.00 | $3,737.00 | Pending
[11-1 - Fence (Residential)] REPLACE FENCE

109072 1765 CHATEAU DR..6-1535 | JANICE L DAVIS | $50.00 | $18,000.00 | Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

109074 910 NEVILLE AV..18-371-A | MICHAEL D & PAMMEY J VANDENBUSH | $50.00 | $3,000.00 | Pending
[11-1 - Fence (Residential)] 5' ALUMINUM FENCE

109075 1107 SHEA AV..18-61 | SARAH & TANYA SMITH | $50.00 | $4,000.00 | Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

109080 2096 MANITOWOC RD..21-420-12 | VICKI L & RANDALL J ZAK | $50.00 | $3,400.00 | Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE

109081 1151 DELRAY DR..6H-2024 | GRAHAM JD HUCK, ETAL | $50.00 | $4,600.00 | Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE

109084 1360 RUSSELL ST..6-532-A | ROSS V & MEGAN M MOLLET | $50.00 | $1,500.00 | Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE

109086 2041 BUCKTHORN TR..6H-4439 | THOMAS J & MELISSA Y LANGE | $50.00 | $6,732.00 | Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE

109090 1113 LYNDON ST..18-605 | GABRIELA MARTINEZ | $50.00 | $3,000.00 | Pending
[11-1 - Z - Misc Project Not Listed (Resiential)] UNSURE HOW MUCH IS BAD DECAYED

109093 921 REBER ST..20-94 | ASUSENA LOPEZ | $50.00 | $4,500.00 | Pending
[11-1 - Fence (Residential)] REPLACE FENCE 6'

109098 1571 CASS ST..8-422 | ASHLEY GOUDREAU | $50.00 | $1,500.00 | Pending
[11-1 - Fence (Residential)] FENCE - 6' VINYL FENCE

109100 1100 N LOCUST ST..6-1096 | SANDRA J PRICE | $50.00 | $18,230.00 | Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

109111 1226 DOTY ST..14-1352 | DANIEL & ANI WAGNER | $50.00 | $3,500.00 | Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION

109112 530 MASTERS LN..21-4144 | DANIEL Q & ANNA M BONJEAN | $50.00 | $5,000.00 | Pending
[11-1 - Garage/Carport/Shed (residential)] SHED

109116 1106 DEVONWOOD DR..6-2611 | JOSEPH F DUFEK SURVIVORS TRUST | $50.00 | $1,400.00 | Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION - 18" PAST EXISTING DRIVEWAY TOWARDS PROPERTY LINE.

109126 1724 13th AV..1-1308-A | ANDREW P KORTH, ETAL | $50.00 | $8,000.00 | Pending
[11-1 - Fence (Residential)] FENCE

109127	1099 THORNDALE ST..1-2622	MICHELLE & JOHN W ELAND	$175.00	$15,000.00	Pending
[11-1 - Swimming Pool (Residential)] SWIMMING POOL					
109131	367 ALPINE DR..21-5776	LAI Y & JAMES R LEOPOLD	$50.00	$5,800.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED					
109132	1432 BEAUCHAMP ST..1-2007-K	PATRICK D & MARY E BOUSHON	$50.00	$4,670.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] EXPAND DRIVEWAY					
109134	424 N LOCUST ST..6-69-H	KARL W EBERT	$100.00	$15,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY					
109135	420 N LOCUST ST..6-69-F	SUSAN C COSTELLO	$50.00	$10,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY					
109138	2495 EDGEWOOD CT..21-93-7	KELLY L & TONY ANDERSEN	$50.00	$15,200.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY					
109139	2150 PREBLE AV..21-2208-8	GLADYS G VICENTE CHOCOJ	$50.00	$750.00	Pending
[11-1 - Fence (Residential)] 4' VINYL FENCE					
109167	1800 S RIDGE RD..6-308	DANIEL W WILHELM	$50.00	$6,621.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
109169	1378 DIVISION ST..6-82-A-4	CRISTAL V GARZA	$75.00	$369.00	Closed
[11-1 - Swimming Pool (Residential)] POOL 16' X 10' X 48"					
109175	1221 DIVISION ST..5-650-B-1	TYLER R THRUNE	$50.00	$2,751.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
109180	3035 FINGER RD..21-75-3	KRISTY L & CHAD A CARTER	$50.00	$800.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
109181	2464 WILDWOOD DR..21-5895	MIGUEL A & ERIN S JAIMES	$150.00	$1,000.00	Pending
[11-1 - Swimming Pool (Residential)] POOL 21'					
109194	927 S MONROE AV..16-119	SHAWN M C & BRIAN C JOHNSON	$50.00	$9,500.00	Pending
[11-1 - Fence (Residential)] FENCE					
109196	3083 OPEN GATE TR..6H-4393	SANDRA J JONES	$100.00	$5,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] REPLACE GARAGE FLOOR - Project was done without permit. Owner called to complain about workmanship.					
109203	2650-2652 HUMBOLDT RD..21-1242-3	JOHN P ZIMONICK	$50.00	$20,200.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
109218	3188 HUMBOLDT RD..21-370-2-1	MARIA D NIETO, ETAL	$150.00	$25,000.00	Pending
[11-1 - Swimming Pool (Residential)] Pool already installed. Permit to ensure installed correctly.					
109246	842 TOMMARK ST..2-58-F	JEREMY M JOSEPH	$50.00	$1,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION					
109248	423 BADER ST..21-2678-T-18	RONALD & DARL JACOBS	$50.00	$4,000.00	Pending
[11-1 - Fence (Residential)] FENCE - 4' CHAINLINK					
109267	1401 CROOKS ST..17-899	CAROL J & MATTHEW L HAMPTON	$50.00	$1,800.00	Pending

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

109271 1244 WEISE ST..20-391 | LIDIA ESCOBAR | $50.00 | $2,000.00 | Pending
[11-1 - Fence (Residential)] 6 FT. WOOD FENCE

109272 1708 FARLIN AV..19-400 | GALDINO BAUTISTA-ANTONIO | $50.00 | $2,000.00 | Pending
[11-1 - Fence (Residential)] FENCE

109273 508 CHALLENGER DR..21-6979 | MARK R & ELLEN M LAMBRECHT | $50.00 | $7,000.00 | Pending
[11-1 - Garage/Carport/Shed (residential)] 10' X 12' SHED ON GRAVEL PAD AND 8' X 11' CONCRETE PAD IN FRONT OF SHED

109275 1446 S NORWOOD AV..1-637 | MARY M & MARTIN & REBECCA L VANDOREN | $50.00 | $1.00 | Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

109295 1716 EASTMAN AV..19-425 | TAMMY BAUMGARTNER | $50.00 | $5,000.00 | Pending
[11-1 - Fence (Residential)] VINYL FENCE - 6' and 3'

109312 3058 SANDIA DR..6H-3000 | FRANK W & RUTH L HAYDEN | $50.00 | $13,381.06 | Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE

109313 3359 HEAVEN DR..21-7698 | VANG YANG, ETAL | $50.00 | $12,000.00 | Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE

109314 1972 MULBERRY LN..6H-1508-M-53 | CHARLES & KASSIE OLSON | $50.00 | $3,100.00 | Pending
[11-1 - Fence (Residential)] 6' WOOD AND 4' CHAINLINK

109316 1737 11th AV..1-1252 | BRETT A JORGENSEN, ETAL | $50.00 | $8,010.00 | Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE

109320 2667 GREENBRIER RD..21-7092 | LYNN M & THOMAS J SCHIEL | $50.00 | $14,000.00 | Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE

109327 1433-1435 DANCING DUNES DR..6H-2866 | LINDA M KRZEWINA | $50.00 | $5,728.95 | Pending
[11-1 - Garage/Carport/Shed (residential)] 10' x 12' SHED

109339 2104 PREBLE AV..21-2205-4 | CLAUDIA J BUSTAMANTE | $50.00 | $9,000.00 | Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY

109340 722 S MONROE AV..15-159 | JEFFREY P & ROBIN D SMET | $50.00 | $6,000.00 | Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY

109348 1946 E TELEMARK CIR..6H-4016 | JASON A & JENNIFER L THIEL | $50.00 | $10,500.00 | Pending
[11-1 - Fence (Residential)] FENCE ALUMINUM

109381 2706 OLD COACH RD..21-55-1 | DARRELL V & JANINE E LANCELLE | $50.00 | $7,500.00 | Pending
[11-1 - Fence (Residential)] 4FT TALL PICKET FENCE

109088 309 S WEBSTER AV..14-905 | PROPERTY IN PLACE LLC | $380.00 | $40,000.00 | Pending
[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] DEMO KITCHEN TO STUDS AND RE-DRYWALL IN LOWER REAR UNIT. ALL UNITS NEW FLOORING, PAINT, INTERIOR DOORS, AND EXTERIOR PAINT.

107263 600 S MILITARY AV..6-149-5 | COFFEE HOLDINGS | $1,150.00 | $605,000.00 | Pending
[31-327 - Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)] ENTRY WALK AND BIKE RACK ADDED TO PLAN

108134 105 N WASHINGTON ST, SUITE 101..12-364 | GB METREAU LLC | $1,274.03 | $100,000.00 | Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TENANT BUILDOUT

108759	1505 W MASON ST..6-169	AAM GREEN BAY PLAZA LLC	$430.00	$15,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ADDING 2 OFFICES					
108843	102 N WASHINGTON ST..12-354	7878 BIG SKY LLC	$430.00	$27,224.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] OFFICE REMODEL					
108902	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	$830.00	$90,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Engineering Technology BLDG					
108956	1780 W MASON ST..6-189-3	B B N C	$240.00	$44,100.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ALTERATION					
109052	3021 VOYAGER DR..21-143-7	PREVEA CLINIC INC	$310.00	$80,017.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] PSR DESK REMODEL					
109070	3605 HUMBOLDT RD..21-394	JOSEPH A & PAUL M & HOWARD M FRANKENTHAL	$488.29	$65,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] REBUILDING DECK					
109177	701 CHERRY ST..10-61	GREEN BAY AREA PUBLIC SCHOOL DISTRICT DANZ	$369.79	$5,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
109178	1800 W MASON ST..6-189-1	ALLEN LEE INVESTMENTS LLC	$360.00	$12,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] OFFICE REMODEL *PAID BUT WAITING FOR HVAC PERMIT APPLICATION TO GIVE PERMIT					
109212	645 HEYRMAN ST..21-1287	R & R PROPERTIES LLP	$345.00	$450,000.00	Pending
[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] FOOTING & FOUNDATION ONLY					
105715	2511 W MASON ST..6H-1112-C	TNT HOLDINGS LLC	$120.00	$1,000.00	Pending
[34-1 - Fence (Commercial)] DUMPSTER PAD/ENCLOSURE					
108049	420 N CLAY ST..9-56	POMPS TIRE SERVICE INC	$336.25	$18,756.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commerical)] EC APPROVED IN FILE					
108261	125 9th ST..1-1372-B	LAFARGE CORP	$1,520.50	$8,166,106.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] NEW CEMENT STORAGE SILO W/ PNUMATIC CONVEYING FILL AND AERATED BIN BOTTOM W/ TRUCK LOAD OUT.					
108697	600 N ADAMS ST..11-15	WISCONSIN PUBLIC SERVICE CORPORATION	$240.00	$1,137,037.00	Pending
[34-649 - Raze- Building or Structure (Commercial)] SENT DOWN EC 5/16/22 EC approved 6/7/22					
108881	617 LIME KILN RD..21-1319-1	SUSAN M MAGNUSON	$70.00	$5,000.00	Pending
[34-1 - Window, Door - Replacement (Commercial)] REPLACE REAR DOOR WITH SAFETY DOOR; POST OCCUPANCY AT 49					
108968	2401 DECKNER AV..21-3685	NEW HOPE PRESBYTERIAN CHURCH INC	$70.00	$8,000.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] NEW WALKWAYS					
108998	1432 S OAKLAND AV..1-1036	SCHOEN STREET CONDO RENTALS LLC	$50.00	$3,000.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] REPLACE WALKWAY					
109020	905 KLAUS ST..20-277	PAULS PANTRY INC	$140.00	$13,000.00	Pending
[34-649 - Raze- Building or Structure (Commercial)] RAZE BUIDING					
109065	3551 FINGER RD..21-16-1-4	FONFEREK HOLDINGS LLC	$140.00	$500.00	Pending

[34-1 - Temporary Office/Trailer/Event (Commercial)] TENT MOTORCYCLE RIDE

109104	1233 LORE LN..6-140-A	GREEN BAY AREA PUBLIC SCHOOL DISTRICT FRANKLIN	$70.00	$247,760.00	Pending

[34-1 - Roofing (Commercial)] RE-ROOF

109108	1220 HOBART DR..6H-1110-2	TVO HOBART LLC	$70.00	$15,000.00	Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] NEW MOBILE HOME PAD

109151	2675 NEWBERRY AV..21-107-4	GREEN BAY CITY OF	$140.00	$16,000.00	Pending

[34-1 - Cell Tower - Alteration to Existing (Commercial)] AT&T TOWER UPDATE

109155	3240 HUMBOLDT RD..21-384	GREEN BAY CITY OF	$70.00	$300.00	Pending

[34-1 - Temporary Office/Trailer/Event (Commercial)] TENT

109176	1350 LIME KILN RD..23-248	JBS GREEN BAY INC	$919.86	$730,030.00	Pending

[34-1 - Roofing (Commercial)] NEW ROOF

109183	605 CHERRY ST..11-191	CITY OF GREEN BAY	$70.00	$5,000.00	Pending

[34-1 - Z - Misc Project Not Listed (Commercial)] RAZE SIGN

109210	701 CHERRY ST..10-61	GREEN BAY AREA PUBLIC SCHOOL DISTRICT DANZ	$70.00	$210,000.00	Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACE PARKING LOT

109215	1800 WEBSTER CT..20-665	GREEN BAY PACKAGING INC	$70.00	$30,000.00	Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] REPLACE ASPHALT

109244	139 S MONROE AV..11-272	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	$70.00	$60,000.00	Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] PARKING LOT RESURFACE

109274	1770 AMY ST..21-1346-1-1	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EISENHOWER	$70.00	$75,000.00	Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACE PARKING LOT

109276	442 ALPINE DR..21-107-3	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EDISON	$70.00	$250,000.00	Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] PARKING LOT RESURFACING

109278	1331 PACKERLAND DR..6H-1127-3	GREEN BAY AREA PUBLIC SCHOOL DISTRICT SOUTHWEST	$70.00	$185,000.00	Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACE PARKING LOT

108496	2259 LAKESIDE PL..21-903	NICKY PLEMENTOSH	$50.00	$9,606.00	Closed

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] INSTALL GENERAC GENERATOR WITH AUTOMATIC TRANSFER SWITCH

108790	1180 MT MARY DR..21-429-1-17	DEBRA B & PAUL J STRELKA	$125.00	$14,250.00	Pending

[40-1 - Solar Panels - Electric] ROOF MOUNTED SOLAR PANELS

108919	304 S HENRY ST..21-2303-1	BEATRIZ A & JORGE B MORALES	$50.00	$1,112.00	Pending

[40-1 - Electrical Service - Change (Residential)] UPGRADE SERVICE

108947	125 9th ST..1-1372-B	LAFARGE CORP	$70.00	$1,000.00	Closed

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] TEMPORARY POWER

108958	528 HARTUNG ST..8-503-A	BRYAN HAYDEN	$50.00	$2,300.00	Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE - 100 AMP WITH NEW 100 AMP

108960	614 ST. JUDE ST..6-1716	JENNIFER M & JOSHUA W FERGUSON	$50.00	$1,900.00	Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE

108965	2923 SANDIA DR..6H-2903	LAUREN & JOSHUA POSA	$50.00	$2,000.00	Closed

[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE

108971	806 OREGON ST..4-2	VALLERIE A VANDERZANDEN	$50.00	$1,200.00	Closed

[40-1 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE REPAIR

109008	1698 JUNIPER DR..21-1110-M-41	KEVIN R BEARSON	$50.00	$1,200.00	Pending

[40-1 - Electrical Service - Change (Residential)] PANEL CHANGE

109027	236 OXFORD AV..5-517	MICHAEL J & KIMBERLY J SAUNDERS	$50.00	$1,500.00	Pending

[40-1 - Electrical Service - Change (Residential)] PANEL REPLACEMENT - 100 AMP

109030	935 DOUSMAN ST..5-507	CARVER INVESTMENTS LLC	$50.00	$1,000.00	Closed

[40-1 - Electrical Service - Repair (Residential)] EMERGENCY MAST REPAIR

109032	1080 ELMORE ST..5-806	MARJORIE L & ARCHIE T BELLOW	$50.00	$3,305.00	Pending

[40-1 - Electrical Service - Change (Residential)] PANEL CHANGE AND REPLACE 2 PRONG RECEPTACLES

109044	2266 SUNRISE CT..21-820-R-9	CORINNE S & JACOB W MATHIEU	$50.00	$2,000.00	Pending

[40-1 - Electrical Service - Change (Residential)] PANEL CHANGE

109063	404 LOMBARDI AV..1-1412-B-4	400 LOMBARDI AVENUE LLC	$70.00	$6,500.00	Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALL ELEC WIRING TO 2 - 7.5 HP 3PH EXHAUST FAXNS WITH ASSOCIATED DISCONNECTS AND STARTERS

109094	514 N PLATTEN ST..5-1325	DELEANA SCANNELL	$50.00	$1,500.00	Closed

[40-1 - Electrical Service - Repair (Residential)] PANEL REPLACEMENT

109095	1429 OAK RIDGE DR..6-991	BERGESON FAMILY TRUST	$100.00	$8,400.00	Pending

[40-1 - Solar Panels - Electric] ROOF MOUNTED SOLAR PANELS

109099	492 DELWICHE RD..21-4103	DESTINY & JOSHUA ALEXANDER DEMORE WHITLOCK	$50.00	$800.00	Closed

[40-1 - Electrical Service - Change (Residential)] PANEL REPLACEMENT

109113	2484 VAN BEEK RD..21-3518	BRANDON J KORONKIEWICZ	$50.00	$2,200.00	Pending

[40-1 - Electrical Service - Repair (Residential)] REPLACEMENT OF 100 AMP PANEL

109117	231 N ONEIDA ST..5-1537	JAMES S & JENNIFER L & SHERRY LYNN SANDERSON	$50.00	$500.00	Pending

[40-1 - Electrical Service - Repair (Residential)] ELECTRICAL REPAIRS DUE TO STORM DAMAGE

109118	351 MANCHESTER DR..6-2849	AARON A WOLF	$50.00	$1,000.00	Closed

[40-1 - Electrical Service - Change (Residential)] EMERGENCY SERVICE CHANGE

109149	1126 S CLAY ST..17-17	ELIZABETH M & STEVEN P SANDERS	$50.00	$500.00	Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109156	1122 ROSCOE ST..1-383-1	CHERI A & DAVID P HETRICK	$50.00	$500.00	Closed

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109157	1644 DOUSMAN ST..6-227-C	WILLIAM G PHILLIPS	$50.00	$1,200.00	Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109158	1223 ST. AGNES DR..6-1036	PETER G & DEBORAH K WALTERS	$50.00	$1,000.00	Closed

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109165	1011 WILSON AV..18-294	TEDFORD PROPERTIES 3 LLC	$50.00	$500.00	Pending

[40-1 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE REPAIR

109166	1190 ELMORE ST..5-1312-1-A	KATHLEEN M ITALIANO	$50.00	$500.00	Pending

[40-1 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE REPAIR

109168	1695 MILLS ST..21-2010	SCHREIBER FOODS INC	$70.00	$1,000.00	Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REPLACING FUSES AND BREAKERS THAT WERE DAMAGED DURING AN ARC FLASH EVENT IN A MAIN SWITCH GEAR

109174	1328 REED ST..5-663-A-2	ADAM J & ALYSSA C LECLAIR	$50.00	$500.00	Pending

[40-1 - Electrical Service - Repair (Residential)] INSTAL NEW SERVICE ENTRANCE CONDUCTORS AND CHECK GROUNDING SYSTEM

109184	1545 ELM ST..19-67-A	ALEXIS PEREZGONZALEZ	$50.00	$700.00	Pending

[40-1 - Electrical Service - Repair (Residential)] REPLACE/REPAIR MAST & REPAIR PORTION OF PVC

109185	228 S LOCUST ST..6-1432	ALBA KELSEY	$50.00	$800.00	Closed

[40-1 - Electrical Service - Repair (Residential)] PARASCOPE REPAIR

109186	721 MITCHELL ST..6-389	QUINN LYNN PROPERTIES LLC	$50.00	$800.00	Pending

[40-1 - Electrical Service - Repair (Residential)] PARASCOPE REPAIR

109188	1810 WOOD LN..6H-1219-5	COURTNEY M AYALA	$50.00	$800.00	Pending

[40-1 - Electrical Service - Repair (Residential)] PARASCOPE REPAIR

109191	1322 REED ST..5-663-B	EMILY S COLLIN	$50.00	$800.00	Pending

[40-1 - Electrical Service - Repair (Residential)] REPAIR ELECTRICAL SERVICE - STORM DAMAGE

109193	3030 CURRY LN..21-281	BROWN COUNTY JAIL & PUBLIC SAFETY	$70.00	$2,500.00	Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] WIRE NEW GENERATOR FUEL TANK

109198	1625 LANGLADE AV..6-996	MARK K MATTHEWS, ETAL	$50.00	$800.00	Closed

[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIRS

109199	1263 ELMORE ST..5-1334-C	BRENDA S & RICHARD M GEZELLA	$50.00	$800.00	Closed

[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIRS FROM STORM

109200	1257 ELMORE ST..5-1334-B	BARBARA J & NORBERT G OLSON	$50.00	$800.00	Pending

[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIRS

109202	1425 WIESNER ST..6-297-A	BRIAN E BRISBANE	$50.00	$500.00	Pending

[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIRS

109204	1705 BIRCHWOOD DR..6-1660-21	ELLEN J CARNS	$50.00	$700.00	Closed

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR - MAST DUE TO STORM DAMAGE

109205	1401 BEECH TREE DR..6H-1569	MANJURAM INVESTMENTS INC	$50.00	$800.00	Closed

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109206	2772 OAKWOOD DR..6H-1228-1	CODY J & OLIVIA M FERO	$50.00	$500.00	Pending

[40-1 - Electrical Service - Repair (Residential)] PARASCOPE ATTACHED AND CONDUIT REPLACED WTIH 2" RG.

109207	1337 GRIGNON ST..17-591	LORI A MALVITZ	$50.00	$600.00	Closed

[40-1 - Electrical Service - Repair (Residential)] MAST REPAIR

109209	1485 GRIGNON ST..17-1023-A	ELIDA HERRERAESPINO, ETAL	$50.00	$500.00	Pending

[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIRS

109211	1305 HARVEY ST..7-138	REY REY PROPERTIES LLC	$50.00	$500.00	Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109214	1761 BIEMERET ST..6-300	GREEN BAY CITY OF PARK JOHN MUIR	$0.00	$1,000.00	Closed

[40-1 - Electrical Service - Repair (Commercial)] SERVICE REPAIR

109217	970 LANGLADE AV..1-354	ALLISON M POTTS	$50.00	$5,000.00	Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] ADD RECESSED LIGHTING, ADD OUTLETS IN KITCHEN AND MOVE SWITCHES IN BATHROOM

109219	815 NEUFELD ST..6-779	ANDRES JIMENEZ MEDRANO	$50.00	$800.00	Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109225	207 S LOCUST ST..6-267-A-8	MALOTT PROPERTIES LLC	$70.00	$5,000.00	Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] CONVERTING FROM A 4 UNIT TO A 2 UNIT DUPLEX. REMOVE 2 ELECTRCAL METERS AND REPAIR WIRING AFTER STORM DAMAGE

109226	219 WOODLAWN AV..5-557	ELEANOR K BELLISLE	$50.00	$2,300.00	Closed

[40-1 - Electrical Service - Repair (Residential)] MAST AND METER REPAIR

109228	1422 ARGONNE DR..6-979	CHRISTOPHER K & MARY K ERICKSON	$50.00	$1,000.00	Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109230	1017 REED ST..3-1104	ALEX J & BROOKE A MUELLER	$50.00	$1,000.00	Closed

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109231	819 HARRISON ST..18-648	GERALD D SNYDER	$50.00	$1,500.00	Pending

[40-1 - Electrical Service - Repair (Residential)] MAST REPAIR

109232	1345 GRIGNON ST..17-590	STEPHEN T MARTIN, ETAL	$50.00	$800.00	Pending

[40-1 - Electrical Service - Repair (Residential)] MAST REPAIR

109233	1448 13th AV..1-1698	MONICA L ZIMMERMAN	$50.00	$2,200.00	Pending

[40-1 - Electrical Service - Repair (Residential)] MAST AND METER REPAIR

109235	1077 RALEIGH ST..1-2653-5	PATRICIA I HICKS	$50.00	$1,000.00	Pending

[40-1 - Electrical Service - Repair (Residential)] REMOVE BENT RISER, INSTALL NEW SERVICE MAST, INSTALL NEW WIRES FROM METER UP THROUGH SERVICE MAST, INTALL GROUND RODS

109238	1626 WESTFIELD AV..6-1253	KATHLEEN A & RICHARD L KINNEY	$50.00	$1,000.00	Closed

[40-1 - Electrical Service - Repair (Residential)] REMOVE BENT RISER AND METER BASE, INSTALL NEW METER BASE, INSTALL NEW SERVICE MAST, INSTALL NEW WIRES FROM METER UP THROUGH SERVICE MAST. INSTALL GROUND RODS

109240	1139 HIGHVIEW LN..6-657	SUZANNE J DISHAW	$50.00	$1,000.00	Pending

[40-1 - Electrical Service - Repair (Residential)] REMOVE BENT RISER AND METER BASE, INSTALL NEW METER BASE, INSTALL NEW SERVICE MAST, INSTALL NEW WIRES FROM METER UP THROUGH SERVICE MAST. INSTALL GROUND RODS

109241	1412 SHANNON ST..6-2192	JOHN M BLACKBURN	$50.00	$1,000.00	Closed

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109245	1381 SHAWANO AV..6-248-5	MATTHEW J & ADRIENNE E CONNAHER	$50.00	$1,000.00	Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109251	1139 BOND ST..5-1303-A	THOMAS O POST	$50.00	$500.00	Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109252 217 S LOCUST ST..6-1429 ANTHONY M WILDE $50.00 $800.00 Closed
[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109253 121 MINOR CT..6-261-F RICHARD R & LOIS J FLEGEL $50.00 $800.00 Closed
[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109254 2070 WEST POINT TERR..6H-1561 MATHEW MINTEN $50.00 $1,200.00 Pending
[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

109256 1202 ELMORE ST..5-1312-A MARY M BLAIR $50.00 $500.00 Pending
[40-1 - Electrical Service - Repair (Residential)] REPAIR PERISCOPE

109257 1230 THRUSH ST..18-1033 JUDITH L JOURDAN $50.00 $500.00 Pending
[40-1 - Electrical Service - Repair (Residential)] STORM DAMAGE REPAIRS

109258 1246 N LOCUST ST..6-1668 ARLEEN F BIRR $50.00 $500.00 Pending
[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR - MAST

109259 1443 9th ST..6-538 VICKY A RYMER-GOLLNICK IRREVOCABLE CASTLE TRUST $50.00 $500.00 Pending
[40-1 - Electrical Service - Repair (Residential)] REPAIR PERISCOPE

109260 811 ERNST DR..6-772 MICHAEL R REHM, ETAL $50.00 $500.00 Pending
[40-1 - Electrical Service - Repair (Residential)] MAST REPAIR

109261 2090 WEST POINT TERR..6H-1562 HARLEY DAVID & SALLY A MAES $50.00 $500.00 Pending
[40-1 - Electrical Service - Change (Residential)] REPLACE 100A BOX

109270 735 S JACKSON ST..14-590 735 S JACKSON LLC $50.00 $1,000.00 Pending
[40-1 - Electrical Service - Change (Residential)] REPLACE PANEL

109286 2584 GOOD SHEPHERD LN..6H-3744 LORI A KARL $100.00 $4,400.00 Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] POOL UPGRADE/REPAIR

109308 1358 DOTY ST..14-1411 DAVID & ADRIANA VALLE $50.00 $3,000.00 Pending
[40-1 - Electrical Service - Repair (Residential)] INSTALLING NEW 100 AMP PANEL

109310 1433 FRANK ST..1-1980 VANESSEN JEFFREY S REVOCABLE LIVING TRUST $50.00 $3,500.00 Pending
[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIR AND UPGRADE FROM 60 AMP TO 100 AMP

109315 1689 BIEMERET ST..6-1972 LINDA M & JOHN M COLWELL $50.00 $500.00 Pending
[40-1 - Electrical Service - Repair (Residential)] REPAIR PERISCOPE

109324 977 HOLZER ST..18-794-A TERILYN CRABB $50.00 $2,313.00 Pending
[40-1 - Electrical Service - Change (Residential)] PANEL UPGRADE

109326 3127 FINGER RD..21-5465 CASA HIAWATHA LLC $50.00 $500.00 Pending
[40-1 - Electrical Service - Change (Residential)] REPLACE ITE 2 POLE 100 AMP TYPE QP BREAKER

109347 1262 E WALNUT ST..14-255 ISAIAS I & IRMA G ALVAREZ $50.00 $3,500.00 Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE 100 AMP

109352 1218 10th AV..1-206 SAMANTHA M PHILLIPS $50.00 $500.00 Pending
[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIRS - TREE BRANCH FEL ON LINES, WPS DISCONNECTED POWER, NEEDS REPAIR TO GET POWER RECONNECTED.

109360 543 AVON CT..21-820-R-26 LON W & BONNIE L MOSBRUCKER $50.00 $800.00 Pending

[40-1 - Electrical Service - Repair (Residential)] REPAIR SERVICE MAST FROM METER SOCKET UP AND INSTALL GROUND RODS

109365	1224 THRUSH ST..18-1032	DANA J VANDENLANGENBERG	$50.00	$1,600.00	Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIRS - PROVIDE AND INSTALL NEW METER BASE AND 2" CONDUIT RISER THROUGH ROOF

109368	1561 ELM ST..19-643	JEAN SPODECK	$50.00	$2,500.00	Pending

[40-1 - Electrical Service - Change (Residential)] PANEL CHANGE, REPLACE GARAGE FEEDER, INSTALL GFCI OUTLETS IN UPPER UNIT

109369	1448 OAK RIDGE DR..6-1005	ADAM BIELSKI, ETAL	$50.00	$750.00	Pending

[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIR FROM STORM DAMAGE

109373	1011 SPENCE ST..2-1230	JAMES R HALL	$50.00	$900.00	Pending

[40-1 - Electrical Service - Change (Residential)] REPLACING 100 AMP PUSHMATIC PANEL AND UPGRADING METER SOCKET

109374	1207 BOND ST..5-1313-E-1	DAVID & TAMMY WAGNER	$50.00	$750.00	Closed

[40-1 - Electrical Service - Repair (Residential)] REPAIR SERVICE MAST DUE TO STORM DAMAGE

109383	320 VICTORIA ST ..21-2324	SAINT PHILIPS CONGREGATION	$70.00	$8,495.00	Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] LIGHTING UPGRADE

104475	1826 14th AV..1-1318	AVENUE INVESTMENTS LLC	$402.67	$6,000.00	Pending

[50-1 - AC Unit Only (Residential)] *Double Fee HVAC when it comes in per Pete Skogg 6/14/22
INSTALL A 14' HEADER INTO GARAGE, NEW CABINETS AND BATHROOMS, INSTALL NEW BATHROOM IN BASEMENT, ELECTRICAL UPDATES AND HEADER IN GARAGE.

ADDING BEDROOM AND WINDOW WELL IN BASEMENT

108549	407 PORLIER ST..16-41	BRETT P & KATI J BELAND	$50.00	$5,062.00	Closed

[50-1 - Heating Unit Only (Residential)] A FURNACE

108556	2410 SYCAMORE DR..21-4012	KOS HATCHERIES LLP	$70.00	$3,355.00	Pending

[50-1 - Heating Unit Only (Commercial)] A FURNACE

108926	1732 10th AV..1-1222	RITA M CORMIER	$50.00	$7,603.00	Closed

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

108931	2763-2765 ST ANN DR..21-5485	MARK W & KAREN M WELLS	$50.00	$5,465.00	Closed

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER - 2763 SIDE

108932	2754 CORMIER RD..6H-3174	JEANA & NEIL STEFFENS	$50.00	$5,091.00	Closed

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

108940	600 WELLAND AV..21-5278	DAVID A KRAUSE	$50.00	$3,800.00	Closed

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

108961	3020 WALKER DR..21-162-6	PORT CITY BAKERY INC	$70.00	$8,000.00	Pending

[50-1 - Heating and Air Conditioning Units (Commercial)] 1 ROOFTOP UNIT BEING REPLACED

108972	454 VAN CASTER DR..21-354-3	FRED E HANAMANN	$50.00	$13,172.00	Closed

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

108973	2035 SOUTH POINT RD..6H-3370	KRISTEN L ROTZENBERG	$50.00	$4,040.00	Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

108974	3025 BAY VIEW DR..21-1111-D-287	MICHAEL D & SUSAN P WATTS REVOCABLE TRUST OF 2021	$50.00	$6,870.00	Pending

[50-1 - Heating Unit Only (Residential)] A BOILER

108993	565 WINGATE ST..21-7048	STEVEN J & TARA L FABRY	$50.00	$4,600.00	Closed

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

108995	1143 REED ST..3-1140	DORA M HERNANDEZ	$100.00	$4,800.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER & WIRING					
108996	2521 PARKWOOD DR..6H-2524	JORDAN J KUGEL	$50.00	$4,500.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
108999	203 SWISS HILL DR..21-82-6	NORMAN F & BARBARA M SANISLO	$50.00	$6,295.00	Pending
[50-1 - Heating Unit Only (Residential)] A BOILER					
109000	2410 SYCAMORE DR..21-4012	KOS HATCHERIES LLP	$70.00	$3,935.00	Closed
[50-1 - AC Unit Only (Commercial)] AIR CONDITIONER - UNIT 1					
109001	1277-1281 MAIN ST..8-307	CIRCLE B DEVELOPMENT LLC	$210.00	$12,860.00	Closed
[50-1 - Heating and Air Conditioning Units (Commercial)] 2 FURNACE & 1 AIR CONDITIONER					
109002	1623 CHATEAU DR..6-1341	JEREMY M HUTH	$50.00	$15,182.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
109003	2410 SYCAMORE DR..21-4012	KOS HATCHERIES LLP	$140.00	$6,210.00	Closed
[50-1 - Heating and Air Conditioning Units (Commercial)] FURNACE & AIR CONDITIONER # 5					
109004	3177 BAY VIEW DR..21-3038	MICHAEL L & KAARE A WALKER	$50.00	$30,011.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] 2 FURNACES & 2 AIR CONDITIONERS					
109005	1145 HOBART DR..6H-1110-13	TRENT & INGRID PAZINI MOREIRA	$50.00	$5,553.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
109006	1356 BIEMERET ST..6-862	JAIME A WILSON	$50.00	$4,675.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
109007	1520 KENNEDY DR..6-2821	ROBERT C & BARBARA J SCHUTT	$50.00	$4,049.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
109010	121 N BAIRD ST..14-141	WISCONSIN DELLS RIVER CABINS LLC	$50.00	$7,000.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AC AND FURNACE					
109011	2531 FORESTVILLE DR..6H-1949	MAYRA & MAURO S VALLEJO	$50.00	$4,000.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
109022	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	$350.00	$9,345.00	Closed
[50-1 - Heating and Air Conditioning Units (Commercial)] 5 RTU'S					
109036	1730 EASTMAN AV..19-422	DORA & MIGUEL GARCIA	$50.00	$3,700.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER					
109038	623 MELROSE AV..5-215	JEFFREY L KLAPPER	$50.00	$4,000.00	Closed
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER					
109039	111 ROSE LN..21-2678-R-3	BONNIE J DAVIS REVOCABLE TRUST	$50.00	$3,700.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER					
109040	609 S CLAY ST..14-1113	HEATHER & JOSE LUIS BAHENA RODRIGUEZ	$50.00	$4,050.00	Closed

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109041 1309-1311 ELMORE ST..5-1329-6	GARY A PACE	$50.00	$7,500.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
109042 720 S CLAY ST..14-842	JAMES W EMMEL	$50.00	$7,750.00	Closed
[50-1 - AC Unit Only (Residential)] AN AIR CONDITOINER				
109043 911 S MAPLE AV..2-1421	J MARIO ARROYOSOLIS, ETAL	$50.00	$4,100.00	Closed
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109045 537 ANTELOPE TR..6H-3992	DANIEL G & JESSICA L DAVIS	$50.00	$31,900.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
109046 3594 HIGHLAND CENTER DR..21-5804	DAVID C NEWMAN	$50.00	$8,150.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
109047 1033 ABRAMS ST..21-1343-2-2	ARTHUR L KACZROUSKE	$50.00	$8,600.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITOINER				
109048 2648 SENECA CT..6H-2309	LINDA M & MICHAEL BOVA	$50.00	$9,200.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
109049 499 WINDROSE CT..21-7173	MICHELLE L & JOSEPH P POOLE	$50.00	$4,050.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109050 410 PARK ST..5-1684-A	LYNETTE MANTTA	$50.00	$3,200.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER				
109057 1395 SERVAIS ST..6-1558	PACKERLAND CAPITAL PROPERTIES LLC	$50.00	$7,373.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109058 826 14th AV..2-591	ELEANORE P STORM	$50.00	$3,700.00	Closed
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109091 1254 REED ST..5-671-B	MICHELLE B BECKER	$50.00	$5,792.15	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109092 1735 12th AV..1-1778	HEATHER RUSCH	$50.00	$4,235.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109102 3246 WEST POINT RD..6H-767-D	RALPH D JENSEN	$50.00	$8,046.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER				
109105 1633 9th ST..6-210-A-2	ROBERT A & EMILY E BUFFINGTON	$50.00	$5,341.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER				
109133 957 CHRISTIANA ST..3-983-A	CLAIRE THIESSEN	$50.00	$6,212.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109140 2637 TERESA DR..21-6933	NELSON DOUGLAS R & KATHLEEN A REVOCABLE TRUST	$50.00	$4,750.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER				
109141 2775 WEST POINT RD..6H-1227-11	STEVEN J HARVEY	$50.00	$8,640.00	Pending

[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE

109142	3233 HIGHLAND VIEW LN..21-7139	GRETA R & RUSSELL E LOCKARD	$50.00	$8,840.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITOINER					
109143	2891 SHELTER CREEK CT..6H-4293	DOOLEY JOSEPH S & VICTORIA M TRUST	$50.00	$13,866.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER					
109160	204 OXFORD AV..5-509	ELIZABETH A CALLIES	$50.00	$4,250.00	Closed
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER					
109161	1569 CROOKS ST..8-813	TERESA M DEMOULIN	$50.00	$3,800.00	Closed
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER					
109162	2096 CANDLE WAY..6H-3357	GERALD W SCHRADER	$50.00	$7,850.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER					
109163	1527 CAREFUL DR..6-1027-47	KATHLEEN A JANUS	$50.00	$10,050.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER					
109164	956 ROSCOE ST..1-315-C	BERNARD & MADONNA VANDENAVOND	$50.00	$3,850.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER					
109195	1643 RANCHLAND DR..6-934	GERALDINE R PHILLIPS	$50.00	$9,000.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
109197	1981 SOUTH POINT RD..6H-2277	NICHOLAS G WALLANDER	$50.00	$4,000.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER					
109243	3270 DREAMER LN..21-7767	JAMI M & CHAD J MORLEY	$50.00	$4,300.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER					
109281	735 S JACKSON ST..14-590	735 S JACKSON LLC	$50.00	$10,000.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
109282	2594 SAGE DR..21-7221	KIMBERLY & MILES HEGYI	$50.00	$4,200.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER					
109283	1828 NEWBERRY AV..21-1856-1	HECTOR V SEPULVEDA, ETAL	$50.00	$5,800.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
109284	2098 MUIRWOOD LN..6H-4218	MARY H & THOMAS J FROELICH	$50.00	$6,200.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
109287	1507 DAY ST..19-413	JESUS G MARTINHERNANDEZ, ETAL	$50.00	$10,785.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER					
109288	2442 HUTSON RD..6H-1729	STOVE DEALERS REALTY CO	$70.00	$3,443.00	Pending
[50-1 - AC Unit Only (Commercial)] AN AIR CONDITIONER					
109289	1147 DAY ST..7-220	LUIS & GLORIA GARCIA DE RODRIGUEZ	$50.00	$5,241.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER					
109290	922 S JACKSON ST..16-162	DAVID STEWART, ETAL	$50.00	$6,567.00	Pending

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109294 1343 ELMORE ST..5-1328-D	RITA ANN CLARK	$50.00	$13,534.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A AIR CONDITIONER & FURNACE				
109297 2487 HAZELWOOD LN..6H-2366	LARRY B & DONNA M SMITH	$50.00	$14,314.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE				
109298 2160 9th ST..6H-1575	ERIC W DECLERC	$50.00	$7,400.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
109299 3259 HICKORY RIDGE LN..21-7538	HOLLY R & TRACY L REINEKING	$50.00	$18,683.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE				
109301 2177 KING JAMES DR..6H-4395	TERRENCE BOECKMAN	$50.00	$4,650.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER				
109302 3359 NICOLET DR..22-61-1	THERESA A & MERLIN J BAENEN	$50.00	$11,000.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
109303 536 W CHICKADEE LN..6H-3043	CLIFFORD F & JOYCE E ABBOTT	$50.00	$5,992.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER				
109304 1028-1030 12th AV..1-692	PAMELA B & TIMOTHY J HOPPE	$50.00	$5,121.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER - 1030 SIDE				
109305 2589 TERESA CT..21-6530-30	JOAN C & JEFFREY A HUNTOON	$50.00	$5,777.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109309 978 KELLOGG ST..5-1377	IAN P WHITE, ETAL	$50.00	$8,046.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
109311 1530 KENNEDY DR..6-2820	CHRISTOPHER FRELICH	$50.00	$4,203.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109328 206 HUDSON ST..3-1007-B	ANTONIO MORA, ETAL	$50.00	$2,500.00	Pending
[50-1 - Heating Unit Only (Residential)] A FURNACE				
109329 1128 NEVILLE AV..18-244	CAROL MARIE BIRR	$50.00	$2,500.00	Pending
[50-1 - Heating Unit Only (Residential)] A FURNACE				
109334 215 N PLATTEN ST..6-108-C	ROBERT D & ANN A FORD	$50.00	$3,800.00	Closed
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109335 3302 DAVIES AV..22-150-2	ARMAND W & LACEY L ZIETLOW	$50.00	$5,525.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109353 2078 9th ST..6H-1097-3	JODY PRISTEL	$50.00	$3,550.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109354 1757 CARRIAGE CT..6-2201	JERRY E & ANDRA L MADDEN	$50.00	$7,250.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109355 1601 ARABIAN DR..6H-3250	CATHERINE & MICHAEL J SCHULZ	$50.00	$7,150.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				

109356 500 EASTVIEW DR..21-819-18	MELISSA A VANG	$50.00	$4,850.00	Pending
[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER				
109357 1236 WESTERN AV..3-819-H	ADAM D & RACHEL L PORATH	$50.00	$9,900.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
109358 3641 STANFORD DR..21-7297	LAUREN & BRANT D PEARSON	$50.00	$8,950.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
108306 1114 ELMORE ST..5-829	SCOTT A WARDELL	$1,080.00	$1,700.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION				
108553 520 3rd ST..2-157	PATRICIA M POOLE	$1,080.00	$1.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION				
108803 1120 ELMORE ST..5-830	FRANCESCA A JOHNSON	$1,080.00	$1,000.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] INSTALL STORM SEWER LATERAL				
108851 1299 CEDAR ST..8-344	KYLE GOFFARD RENTALS LLC	$30.00	$5,890.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] INSTALLING NEW 1" WATER SERVICE				
108901 415 CAMBRIDGE ST..5-375	KEVIN J MATZKE	$1,080.00	$500.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION				
108933 1314 ARGONNE DR..6-210-C-2	DENNIS A WOODBURY	$50.00	$1,045.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT				
108946 552 MENLO PARK RD..21-3852	CHERYL SIMONET	$1,080.00	$300.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION				
108951 1235 CHERRY ST..14-115	MARQ INVESTMENTS LLC	$30.00	$1,000.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE				
108952 1219 S CHESTNUT AV..1-860	NICOLE L & TIMOTHY E SCHULTZ	$30.00	$1,000.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE				
108953 1218 ELIZA ST..17-276	SARAH H & NOAH D HEUVELMANS	$30.00	$1,000.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE				
108954 824 S CHESTNUT AV..2-198	NELSON & KARELY LLC	$30.00	$1,000.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE				
108955 1217 CHERRY ST..14-111	KERMIT P & GERALDINE D LABONTE	$30.00	$1,000.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE				
108957 112 N JACKSON ST..10-97	DOUGLAS SCHNEIDER	$30.00	$1,000.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE				
108976 1021 MEACHAM ST..2-1244	RONALD N & KAREN CHRISTENSEN	$50.00	$988.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION				
108979 2612 WOODRIDGE LN..6H-1982	LINDA K ROBINSON	$50.00	$4,645.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE				

108981	201 N WASHINGTON ST..12-23	GOELZ JEFFREY J LIVING TRUST	$30.00	$21,000.00	Closed
[60-1 - Water Service - Connection/Repair (Commercial)] 6" WATER TAP					
108983	931 DISCOVERY RD..21-174-3	FREUND NANCY A LIFE TRUST	$30.00	$30,000.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Commercial)] REPLACE EXISTING ROOF DRAIN PIPING ONSITE					
109009	850 KEPLER DR, Suite C ..21-7901	B & L HOLDINGS OF GREEN BAY LLC	$70.00	$8,900.00	Closed
[60-1 - Water Heater (Commercial)] REPLACE WATER HEATER					
109012	2450 BIRCH POINTE CIR..21-5946	LOIS M & ROBERT L SNYDER	$30.00	$1,200.00	Withdrawn
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER LATERAL REPAIR					
109017	1354 EMILIE ST..17-573	MARY JANE & TERRY L CHANEY	$1,080.00	$1,000.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] CONNECT SUMP PUMP DISCHARGE TO MINI SEWER 4 INCH PVC					
109028	2041 BUCKTHORN TR..6H-4439	THOMAS J & MELISSA Y LANGE	$100.00	$4,000.00	Pending
[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS					
109037	1287 KELLOGG ST..5-1693	WENDLYN J & RANDALL L PITTS	$100.00	$1,300.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] PLBG: CAP OFF TOILET & INSTALL A 1ST FLOOR LAUNDRY; INSTALL WATER HEATER & ELEC: 240 VOLT 4 WIRE DRYER RECEPTACLE IN 1ST FLOOR LAUNDRY ROOM					
109055	1609 SHAWANO AV..6-251-A-1	ARC CAFEUSA001 LLC	$30.00	$7,000.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] LINE THE SEWER FROM CLEANOUT TO STREET					
109056	118 S WASHINGTON ST..12-341	KATHRYN L & MICHAEL P TUBBS	$70.00	$1,000.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] INSTALL PLBG FOR WASHER & DRYER SUITE 236 A					
109066	314 S IRWIN AV..14-1303	TL CONSTRUCTION MANAGEMENT COMPANY LLC	$1,080.00	$2,400.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
109067	2514-2516 CREST LN..21-105-10	JEAN M DEBAUCHE	$1,080.00	$2,400.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
109078	1512 11th AV..1-650	MARY ANGELA JANSSEN	$1,080.00	$2,700.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
109106	2011 LAKESIDE PL..21-950	CHERYL A ZIMMERMAN	$60.00	$1,978.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] EXTERIOR BURIED DISCHARGE					
109107	1106 ELMORE ST..5-827	RICHARD E HENES	$1,080.00	$1,365.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
109114	1263 MINAHAN ST..18-1357	LANETTE M & ROBERT A UNTERBURGER	$50.00	$12,190.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT					
109115	856 JAMES ST..18-677	FRISSON PROPERTIES LLC	$50.00	$5,000.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] RE-PIPE DRAIN LINES, WATER LINES. REPLACE TUB, FAUCET AND DRAIN.					
109137	514 3rd ST..2-156	SHELBY J MILEWSKI	$1,080.00	$400.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] SUMP PUMP CONNECTION TO STORM SEWER					
109145	823 BOND ST..5-1216	DEBORAH S & KELLEN A FALISH	$30.00	$4,900.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER SERVICE					

109146	502 S VAN BUREN ST..14-614	BARBARA & WILBERT A GRALL	$30.00	$4,500.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER SERIVCE					
109150	201 HUTH ST..21-2312-9	REBECCA LISA NESVET	$50.00	$14,745.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION, INCLUDING MIXING VALVE AND TRAP					
109152	3128 TOBERMORY DR..21-5421	KERI F & TIMOTHY J DESSART	$50.00	$11,320.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION, INCLUDING MIXER VALVE AND TRAP					
109154	3170 ST. GREGORY DR..21-3052	DOROTHY A & THOMAS L VANBEYNEN	$50.00	$8,759.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
109172	3177 BETH DR..21-7349	SOLBERG DANIEL D & NANCY W LIVING TRUST	$30.00	$4,900.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] CONNECT DRAIN TILE AND CATCH BASIN TO EXISTING LATERAL - NO ROW WORK					
109182	1136 N MILITARY AV..6-2784	BAY LAKES UNITED EDUCATORS BUILDING CORPORATION	$70.00	$1,500.00	Closed
[60-1 - Water Heater (Commercial)] WATER HEATER					
109213	1318 12th AV..1-326	KATHLEEN A GALLAGHER	$30.00	$30.00	Pending
[60-1 - Water Heater (Residential)] WATER HEATER					
109216	1301 HARVEY ST..7-139	CONSTANCE R WRAY	$50.00	$10,662.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXING VALVE AND TRAP					
109223	1674 JUNIPER DR..21-1110-M-48	BRENDA L BUECHNER	$50.00	$10,869.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXING VALVE & TRAP					
109234	1232 CASS ST..14-1176	MICHAEL T & CARMEN PUTALA	$30.00	$3,850.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT					
109236	898 HUBBARD ST..5-551	THOMAS E & TINA R HOFFMAN	$30.00	$4,100.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT					
109237	845 S ROOSEVELT ST..17-368	NIKOLAS AUSTIN	$30.00	$4,350.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT					
109239	331 NORTHERN AV..5-337	RABIHAH H HANKS	$30.00	$4,850.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT					
109242	3240 HUMBOLDT RD..21-384	GREEN BAY CITY OF	$0.00	$100,000.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Commercial)] CONNECTING TO EXISTING STORM TO INSTALL A NEW LINE TO BIOFILTER FOR PARKING LOT DRAINAGE					
109247	3362 INDIGO BLUFF CT..21-7928	RYAN J JOHNSON	$100.00	$5,000.00	Pending
[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS					
109268	1333-1335 NELSON ST..6-2631	NELSON STREET RENTALS LLC	$1,080.00	$3,150.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTOIN					
109317	1055 ELMORE ST..5-732	BLUE BADGER HOLDINGS LLC	$50.00	$7,800.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] FULL BATH DOWNSTAIRS AND REPLACE WATER HEATER WITH POWER VENT					
109321	416 HARTUNG ST..8-564-A	MICHAEL MATZDORFF	$50.00	$6,000.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REMODEL 1ST FLR BATH - Replacing toilet, sink, and shower.					
109350	572 NEWTOLS ST..21-2678-M-2	NATASHA C & MIGUEL N REYES	$30.00	$8,000.00	Pending

[60-1 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY SEWER REPAIR

109361	1122 ERNST DR..6-653	CAROL J AMENSON	$50.00	$560.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT					
109363	508 12th AV..2-603	ANDREW J VILLIESSE	$50.00	$735.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT					
107771	1902 N IRWIN AV..21-487	MANUEL BUSTAMANTE RAZO	$421.60	$220.00	Pending
[70-1 - Signs - Permanent] Updated Billboard Sign to Digital + Static					
108301	400 S WASHINGTON ST..13-185	GREATER GREEN BAY COMMUNITY FOUNDATION INC	$88.40	$9,900.00	Pending
[70-1 - Signs - Permanent] New Monument Sign					
108607	533 E WALNUT ST..11-225	GEORGE M LEPAK	$162.49	$7,000.00	Pending
[70-1 - Signs - Permanent] Proposed Wall Sign					
108649	1258 MAIN ST..8-281-A	MARIA E & EVERARDO ORTIZ	$128.45	$12,700.00	Pending
[70-1 - Signs - Permanent] New Wall Signs					
108716	1593 E MASON ST..8-480	TRUE NORTH ENERGY LLC	$175.47	$20,000.00	Pending
[70-1 - Signs - Permanent] New Wall SIgns					
108718	2145 UNIVERSITY AV..21-2208-4	TRUE NORTH ENERGY LLC	$137.35	$11,000.00	Pending
[70-1 - Signs - Permanent] New Signs					
108734	340 N BROADWAY, SUITE 462 ..5-1763	DDL HOLDINGS LLC	$82.70	$2,500.00	Pending
[70-1 - Signs - Permanent] New Projecting Sign					
108737	1121 RADISSON ST..20-622	TRUE NORTH ENERGY LLC	$88.10	$9,000.00	Pending
[70-1 - Signs - Permanent] New Wall Sign					
108782	2300 E MASON ST..21-126-2	KOHLS VALUE SERVICES INC	$86.64	$4,500.00	Pending
[70-1 - Signs - Permanent] New Wall Sign					
109035	2120 MAIN ST..21-453-6	SECOND WIND MAIN ST LLC	$246.05	$300.00	Pending
[70-1 - Signs - Permanent] Sign to be refaced mounted on building. Fixed face width: 21'11", height: 16", area: 31.11. (2) Illuminated internally.					
109096	200 N BROADWAY..4-62	THERESA M BEERNTSEN	$84.06	$100.00	Pending
[70-1 - Signs - Permanent] VanderLeest Properties wall sign					
109097	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	$518.56	$124,040.00	Pending
[70-1 - Signs - Permanent] NEW SIGNS & REPLACING EXISTING SIGNS					
109224	975-999 LOMBARDI AV..1-1841-C	F F LLC	$93.94	$7,698.00	Pending
[70-1 - Signs - Permanent] Wall Sign					
109372	1981 E MASON ST..21-1329-2	GENNY ANNE LLC	$86.39	$6,000.00	Pending
[70-1 - Signs - Permanent] New aluminum signs on the building.					
Totals:	433 projects		$54,283.45	$16,486,542.16	

Summary of Projects Issued

6/1/2022 to 6/30/2022

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	2	2	4	2	2	2	2	2	$2,905.70	$1,025,000.00
2 Residential - Addition - Single Family House	1	0	1	1	1	1	1	0	$361.16	$8,000.00
2 Residential - Alteration - 1 -2 Family House	19	3	14	19	14	4	13	0	$3,715.00	$284,091.00
7 Deck, Porch, Patio, Ramp (Residential)	27	8	15	27	2	1	1	0	$2,225.00	$234,951.00
9 Demolition - Interior (Residential)	2	0	0	2	0	0	0	0	$100.00	$101.00
9 Raze - Building or Structure (Residential)	2	0	1	2	0	0	2	1	$275.00	$19,000.00
11 Driveway Replacement and/or Expansion (Residential)	19	0	0	19	0	0	0	0	$1,100.00	$129,170.00
11 Fence (Residential)	49	0	0	49	0	0	0	0	$2,450.00	$248,502.06
11 Foundation Repair (Residential)	15	0	0	15	0	0	0	0	$850.00	$174,579.00
11 Garage/Carport/Shed (residential)	15	3	4	15	2	0	0	0	$1,075.00	$117,028.95
11 Swimming Pool (Residential)	7	4	1	7	6	2	1	0	$965.00	$198,369.00
11 Z - Misc Project Not Listed (Resiential)	2	0	0	2	0	0	0	0	$100.00	$5,500.00
30 Commercial - Alteration - Multi-Family of 3 or more units	1	0	0	1	0	0	1	0	$380.00	$40,000.00
31 Commercial - Addition - Non-Residence, Non-housekeeping	1	0	2	1	0	0	0	1	$345.00	$450,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	9	0	10	9	8	7	2	0	$4,732.11	$438,341.00
31 Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)	1	1	3	1	1	1	1	1	$1,150.00	$605,000.00
34 Cell Tower - Alteration to Existing (Commercial)	1	0	0	1	1	0	0	0	$140.00	$16,000.00
34 Fence (Commercial)	1	1	0	1	0	0	0	0	$120.00	$1,000.00
34 Parking Lot - New & Reconstruction (Commerical)	8	1	1	8	0	0	1	1	$826.25	$843,756.00
34 Raze- Building or Structure (Commercial)	2	0	1	2	0	0	2	1	$380.00	$1,150,037.00
34 Roofing (Commercial)	2	0	0	2	0	0	0	0	$989.86	$977,790.00
34 Temporary Office/Trailer/Event (Commercial)	2	0	0	2	1	0	0	0	$210.00	$800.00
34 Window, Door - Replacement (Commercial)	1	0	0	1	0	0	0	0	$70.00	$5,000.00
34 Z - Misc Project Not Listed (Commercial)	4	1	2	4	1	0	0	1	$1,710.50	$8,182,106.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	$0.00	$1,000.00
40 Electrical Service - Change (Residential)	17	0	0	0	17	0	0	0	$850.00	$28,330.00
40 Electrical Service - Repair (Residential)	56	0	0	0	56	0	0	0	$2,800.00	$53,300.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	6	0	0	0	6	0	0	0	$420.00	$24,495.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	3	0	0	0	3	1	0	0	$200.00	$19,006.00
40 Solar Panels - Electric	2	0	1	2	2	0	0	0	$225.00	$22,650.00
50 AC Unit Only (Commercial)	2	0	0	0	0	2	0	0	$140.00	$7,378.00
50 AC Unit Only (Residential)	51	0	1	1	2	51	1	0	$2,952.67	$261,205.15
50 Heating and Air Conditioning Units (Commercial)	4	0	0	0	0	4	0	0	$770.00	$36,415.00
50 Heating and Air Conditioning Units (Residential)	24	0	0	0	0	24	0	0	$1,200.00	$290,619.00
50 Heating Unit Only (Commercial)	1	0	0	0	0	1	0	0	$70.00	$3,355.00

50 Heating Unit Only (Residential)	5	0	0	0	0	5	0	0	$250.00	$23,227.00
60 Lawn Sprinklers (Residential)	2	0	0	0	0	0	2	0	$200.00	$9,000.00
60 Repair/Alter Existing Plumbing System (Commercial)	2	0	0	0	0	0	2	0	$100.00	$8,000.00
60 Repair/Alter Existing Plumbing System (Residential)	15	0	0	0	1	0	15	0	$800.00	$96,618.00
60 Sanitary Sewers - Connection/Repair (Residential)	1	0	0	0	0	0	1	0	$30.00	$8,000.00
60 Storm Sewers - Connection/Repair (Commercial)	2	0	0	0	0	0	2	0	$30.00	$130,000.00
60 Storm Sewers - Connection/Repair (Redisential)	15	0	0	0	0	0	15	0	$13,080.00	$24,994.00
60 Water Heater (Commercial)	2	0	0	0	0	0	2	0	$140.00	$10,400.00
60 Water Heater (Residential)	1	0	0	0	0	0	1	0	$30.00	$30.00
60 Water Service - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	$30.00	$21,000.00
60 Water Service - Connection/Repair (Residential)	13	0	0	0	0	0	13	0	$390.00	$38,440.00
70 Signs - Permanent	14	14	0	14	3	0	0	0	$2,400.20	$214,958.00
Totals:	433	38	61	210	130	106	82	8	$54,283.45	$16,486,542.16

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R03/2019)

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name	County Code Number	Report for Month/Year
Brown	05	June, 2022
Municipal Name	**Municipal Code Number**	**Telephone Number**
Green Bay Municipal Court	231	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.)	$ 56,601.91	$ 56,601.91		
Adjustment (if applicable)	$ .00	$ .00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	$ 20,551.55	$ 17,801.11		$ 2,750.44
Adjustment (if applicable)	$ .00	$ .00		$ .00
3. Penalty Surcharges (s. 757.05, Stats.)	$ 14,549.03			$ 14,549.03
Adjustment (if applicable)	$ .00			$ .00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	$ 5,461.44		$ 5,461.44	
Adjustment (if applicable)	$ .00		$ .00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)	$ 5,977.70		$ 2,728.85	$ 3,248.85
Adjustment (if applicable)	$ .00		$ .00	$ .00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	$ 7,080.63			$ 7,080.63
Adjustment (if applicable)	$ .00			$ .00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	$ .00			$ .00
Adjustment (if applicable)	$ .00			$ .00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	$ .00	$ .00		$ .00
Adjustment (if applicable)	$ .00	$ .00		$ .00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	$ 450.00		$ 450.00	
Adjustment (if applicable)	$ .00		$ .00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	$ .00			$ .00
Adjustment (if applicable)	$ .00			$ .00
11. Safe Ride Program (s. 85.55, Stats.)	$ 677.05			$ 677.05
Adjustment (if applicable)	$ .00			$ .00
12. Totals	$ 111,349.31	$ 74,403.02	$ 8,640.29	**Pay This Amount** $ 28,306.00

Continue onto the next page.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R03/2019)

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

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: Date: 7-1-22

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 Mark Date: 7/12/22

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
Neil Basten	920-448-3131	neilba@greenbaywi.gov

RESOLUTION AUTHORIZING STREET NAME CHANGE FOR THE 3700 BLOCK OF FINGER ROAD TO VITAL PLACE

August 2, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS the Common Council has the authority to authorize street name changes in the City of Green Bay by resolution; and

WHEREAS a request for City action was submitted on behalf of Carnivore Meat Company, LLC to change the street name of the 3700 block of Finger Road to Vital Place; and

WHEREAS the Plan Commission recommended the approval of the requested street name change at its July 25, 2022 meeting, subject to the conditions described herein;

NOW, THEREFORE, BE IT RESOLVED that the street name for the 3700 block of Finger Road be changed to Vital Place, subject to the following conditions:

1. The petitioner shall provide a complete legal description(s) for all properties adjacent to the street name change area, including tax parcel numbers.

2. The description(s) must meet the requirements for documents that will be recorded with the Brown County Register of Deeds.

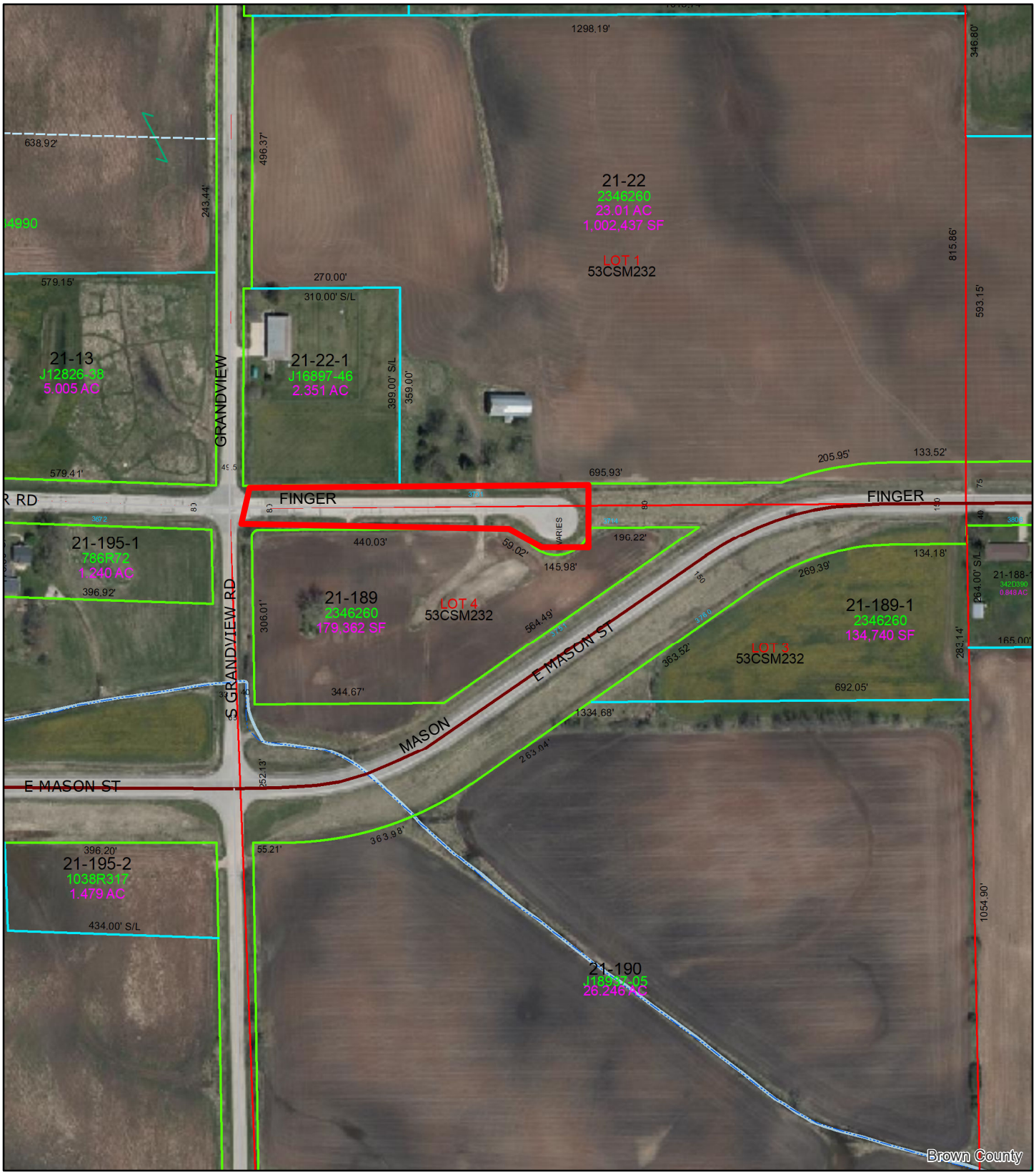
BE IT FURTHER RESOLVED that said name change shall take effect upon approval of this resolution.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk



(SNC 22-01) Portion of Finger Road to Vital Essentials Court

Feet
0 70 140 280
N

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 06 Jul 2022 X:\Planning\Basemaps\template_8.5x11.mxd

Name Change Area

RESOLUTION APPROVING DEDICATION OF PUBLIC UTILITY EASEMENT ACROSS CITY-OWNED LANDS AT 503 S. ASHLAND AVENUE (TAX PARCEL NUMBER 2-275)

August 2, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the following described lands required be dedicated for Public Utility Easement purposes.

> The north 12.0 feet of Lot 7, Block 2, according to the recorded plat of C.L.A. Tank's Third Addition to Fort Howard, as recorded in Volume 1 of Plats, Page 13, City of Green Bay, Brown County, Wisconsin.
>
> Part of Tax Parcel Number 2-275.

Adopted _____

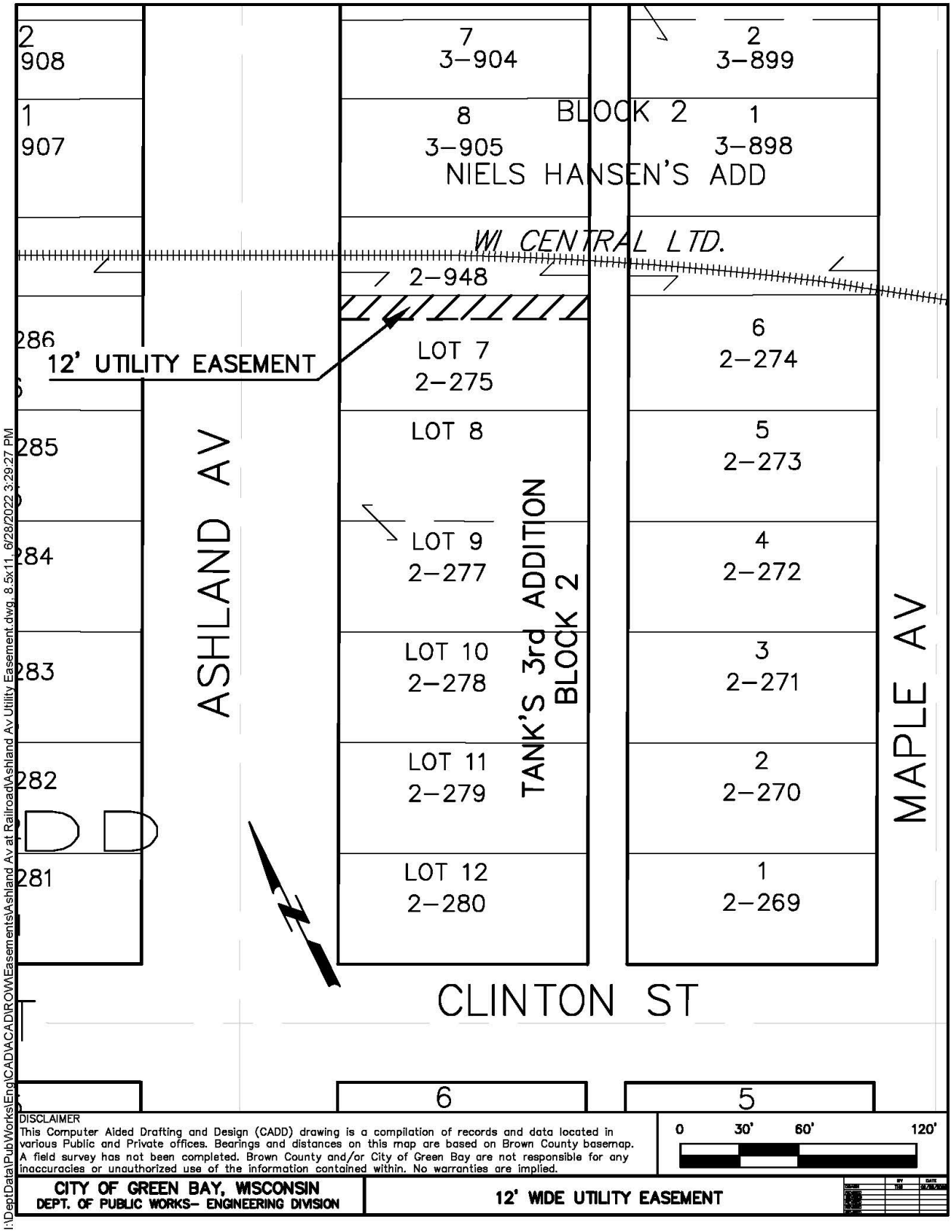
Approved _____

_____
Mayor

_____
Clerk

tg

Attachment – Maps


2
908
1
907
7
3-904
8
3-905
BLOCK 2
NIELS HANSEN'S ADD
2
3-899
1
3-898
WI CENTRAL LTD.
2-948
12' UTILITY EASEMENT
286
285
284
283
282
281
ASHLAND AV
LOT 7
2-275
LOT 8
LOT 9
2-277
LOT 10
2-278
LOT 11
2-279
LOT 12
2-280
TANK'S 3rd ADDITION
BLOCK 2
6
2-274
5
2-273
4
2-272
3
2-271
2
2-270
1
2-269
MAPLE AV
CLINTON ST
6
5
DISCLAIMER
This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
0
30'
60'
120'
CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS- ENGINEERING DIVISION
12' WIDE UTILITY EASEMENT
I:\DeptData\PubWorks\Eng\CAD\ACAD\ROW\Easements\Ashland Av at Railroad\Ashland Av Utility Easement.dwg, 8.5x11, 6/28/2022 3:29:27 PM

ZONING ORDINANCE NO. 11-22

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 3164 FINGER ROAD FROM VARIED-DENSITY RESIDENTIAL (R3) AND RURAL RESIDENTIAL (RR) DISTRICTS TO GENERAL COMMERCIAL (C1) AND OFFICE RESIDENTIAL (OR) DISTRICTs (ZP 22-18)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as 2634 Finger Road from Varied Density Residential (R3) and Rural Residential (RR) to General Commercial (C1) and Office Residential (OR):

11.529 AC M/L PART OF NW1/4 NW1/4 SEC 11 T23N R21E LYG N OF J15088-12 EX RDS

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 _____, 2022.

APPROVED:

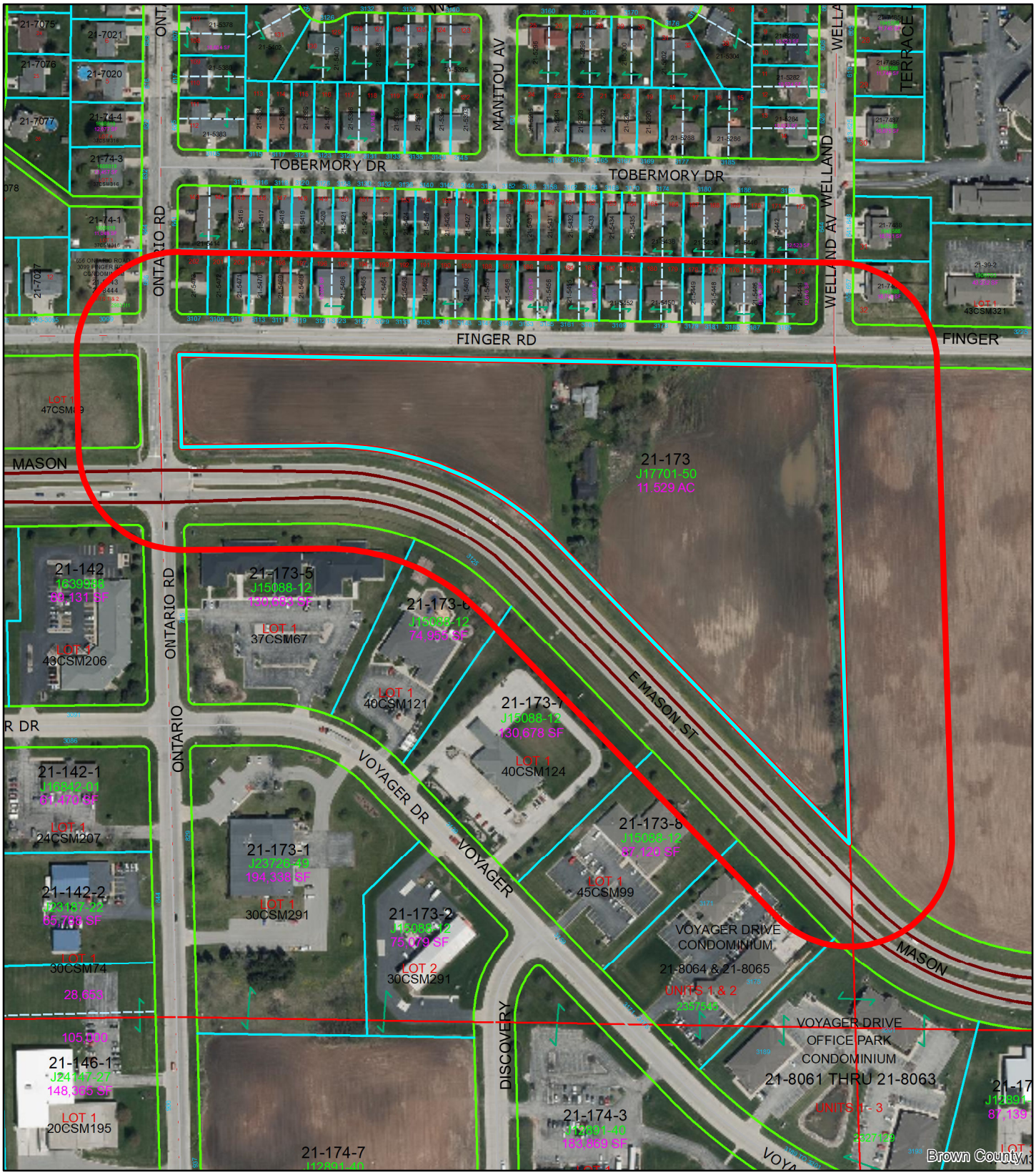
_____
Mayor

ATTEST:

_____
Clerk

sjh

Attachment – Map



(ZP 22-18) Rezone to C1 for 3164 Finger Road

0 75 150 300 Feet

N

3164 Finger Road

200-ft. Notification Area

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 29 Jun 2022 X:\Planning\Basemaps\template_8.5x11.mxd

EXHIBIT

OR ZONING AREA (129,315 SF)

C-1 ZONING AREA (372,905 SF)

200 100 0 200

GRAPHIC SCALE

WESTVIEW

LOT 202 LOT 201 LOT 200 LOT 199 LOT 198 LOT 197 LOT 196 LOT 195 LOT 194 LOT 193 LOT 192 LOT 191 LOT 190 LOT 189 LOT 188 LOT 187 LOT 186 LOT 185 LOT 184 LOT 183 LOT 182 LOT 181 LOT 180 LOT 179 LOT 178 LOT 177 LOT 176 LOT 175 LOT 174 LOT 173

FINGER ROAD

NW COR. SEC. 11, T23N-R21E

S89°04'40"E 1313.29'

S89°04'40"E 1273.46'

FINGER ROAD

NW-NW

S01°46'36"E 40.04'

ONTARIO ROAD

N01°29'41"W 178.98'

631.60'

641.86'

N00°55'17"E 200.00'

200.22'

S89°27'55"W 277.55'

501.47'

N89°04'40"W 651.28'

S01°46'36"E 929.95'

729.73'

N44°11'33"W 817.13'

UNPLATTED LANDS

EAST MASON STREET / CTH V

LOT 1 47-CSM-89

LOT 1 43-CSM-206

LOT 1 37-CSM-67

LOT 1 40-CSM-121

LOT 1 40-CSM-124

LOT 1 45-CSM-99

CURVE DATA:
ARC=501.47'
RADIUS=620.00'
CHORD DIST.=487.91'
CHORD BEARING=N67°21'49"W
CENTRAL ANGLE=46°20'32"

SHEET: 1 OF 1
PROJECT NO. 1925-01-21
DRAWING NO. 1695A

SCALE: 1"=40'

CLIENT: NIVLOC 1, LLC

DRAFTED BY: RJO
TAX PARCEL NO.: 21-173

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313 PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com

PART OF PARCEL #21-173 TO BE REZONED TO “OR”:

PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 11, T23N-R21E, CITY OF GREEN BAY, EAST SIDE OF THE FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, T23N-R21E; THENCE S89°04’40”E, 1313.29 FEET ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION; THENCE S01°46’36”E, 40.04 FEET TO THE SOUTH RIGHT OF WAY OF FINGER ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING S01°46’34”E, 200.22 FEET ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ ; THENCE N89°04’40”W, 651.28 FEET; THENCE N00°55’17”E, 200.00 FEET TO SAID RIGHT OF WAY; THENCE S89°04’40”E, 641.86 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

REZONE AREA CONTAINS 129,315 SQUARE FEET / 2.97 ACRES, MORE OR LESS.

PART OF PARCEL #21-173 TO BE REZONED TO “C-1”:

PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 11, T23N-R21E, CITY OF GREEN BAY, EAST SIDE OF THE FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, T23N-R21E; THENCE S89°04’40”E, 1313.29 FEET ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION; THENCE S01°46’36”E, 240.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°46’36”E, 729.73 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N44°11’33”W, 817.13 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY OF C.T.H. V (A.K.A. EAST MASON STREET); THENCE 501.47 FEET ALONG SAID RIGHT OF WAY BEING THE ARC OF A 620.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE LONG CHORD BEARS N67°21’49”W, 487.91 FEET; THENCE S89°27’55”W, 277.55 FEET ALONG SAID RIGHT OF WAY; THENCE N01°29’41”W, 178.98 FEET ALONG THE EAST RIGHT OF WAY OF ONTARIO ROAD; THENCE S89°04’40”E, 631.60 FEET ALONG SAID SOUTH RIGHT OF WAY OF FINGER ROAD; THENCE S00°55’17”W, 200.00 FEET; THENCE S89°04’40”E, 651.28 FEET TO THE POINT OF BEGINNING.

REZONE AREA CONTAINS 372,905 SQUARE FEET / 8.56 ACRES, MORE OR LESS.

GENERAL ORDINANCE NO. 19-22

AN ORDINANCE
AMENDING SECTION 44-1747(b)(3),
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING FOR SINGLE-FAMILY AND TWO-FAMILY USES

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

SECTION 1. Section 44-1747(b)(3), Green Bay Municipal Code, is hereby amended to read:

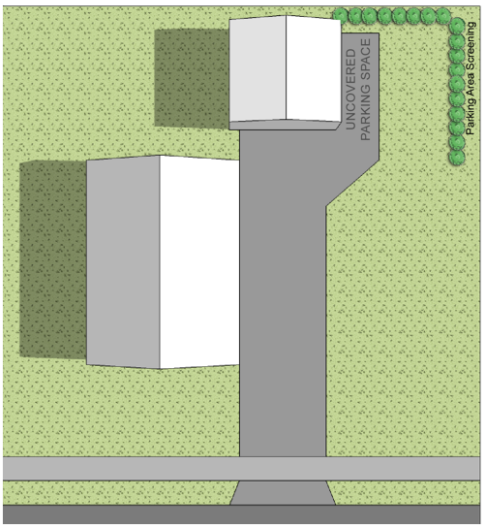
(b)(3) Uncovered parking spaces (not located in driveways).

a. No more than four (4) uncovered parking spaces are permitted per unit per lot.

b. Uncovered parking spaces may be located in the rear yard and shall be set back from the side and rear lot lines by no fewer than 2.5 feet. *See Figure 6.B: Single & Two-Family Parking Space-Uncovered.*

c. One (1) uncovered parking space is permitted in the side yard alongside a garage provided said space is not located between the building and the street and is set back from the side and rear lot lines by no fewer than 2.5 feet. *See Figure 7: Single & Two-Family Parking Space Beside Garage.*

Figure 7: Single & Two-Family Parking Space Beside Garage



d. ~~(a)~~ *Front Yard Parking Space Exception*. For single- or two-family lots with attached single stall garages that are unable to provide parking as regulated in this ordinance, a single parking space may be established next to the driveway between the front façade of the residence and the public right-of-way as regulated in this section.

e. ~~(b)~~ Front yard space is limited to no greater than eight (8) feet in width beyond the garage door opening but shall not be located in front of the primary entrance to the residence.

f. ~~(c)~~ Lots shall not exceed the maximum impervious surface ratio for the applicable zoning district.

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 _____, 2022.

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

law

June 28, 2022

GENERAL ORDINANCE NO. 10-22

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

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

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

ASHLAND AVENUE, west side, from James Street to a point 130 feet south of Mather Street.
ASHLAND AVENUE, east side, from Mather Street to Dousman Street.
ASHLAND AVENUE, west side, from a point 75 feet north of Bond Street to a point 75 feet south of Bond Street.
ASHLAND AVENUE, west side, from a point 75 feet north of Elmore Street to a point 75 feet south of Elmore Street.
ASHLAND AVENUE, west side, from Kellogg Street to a point 80 feet north of Kellogg Street.
ASHLAND AVENUE, west side, from Dousman Street to a point 300 feet north of Dousman Street.
ASHLAND AVENUE, both sides, from Dousman Street to south city limits.

SECTION 2. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING 7 AM TO 6 PM MONDAY THROUGH FRIDAY zone:

VAN BUREN STREET, west side, from Cherry Street to Pine Street.

SECTION 3. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following 3-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zones:

VAN BUREN STREET, west side, from Walnut Street to Cherry Street.
VAN BUREN STREET, east side, from Cherry Street to Pine Street.
VAN BUREN STREET, both sides, from Pine Street to Main Street.

SECTION 4. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zones:

ASHLAND AVENUE, both sides, from the south city limit to Mather Street.
ASHLAND AVENUE, west side, from Mather Street to James Street.

SECTION 5. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following 3-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zones:

VAN BUREN STREET, west side, from a point 90 feet north of Walnut Street to Main Street.
VAN BUREN STREET, east side, from Cherry Street to Main Street.

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

SECTION 7. 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:

_____
City Clerk

DJAH

8/2/2022

MISCELLANEOUS ORDINANCE NO. 02-22

AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH 2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY PERTAINING TO PROPERTIES LOCATED IN THE 600 BLOCK WOODSIDE ROAD (CPA 22-01)

WHEREAS, pursuant to Wis. Stats. §§ 62.23(2) and (3), the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan, as defined in Wis. Stats. § 66.1001(4)(a); and

WHEREAS the Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time-to-time amendments may be necessary to reflect changes in the land use and planning needs of the community; and

WHEREAS the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by Wis. Stats. § 66.1001(4)(a); and

WHEREAS the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 22-01; and

WHEREAS the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of Wis. Stats. § 66.1001(4)(d), and it is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan;

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

SECTION 1. Comprehensive Plan Amendment CPA 22-01 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c). A copy of the comprehensive plan amendment is attached to this ordinance.

SECTION 2. This ordinance shall take effect upon its passage and publication.

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

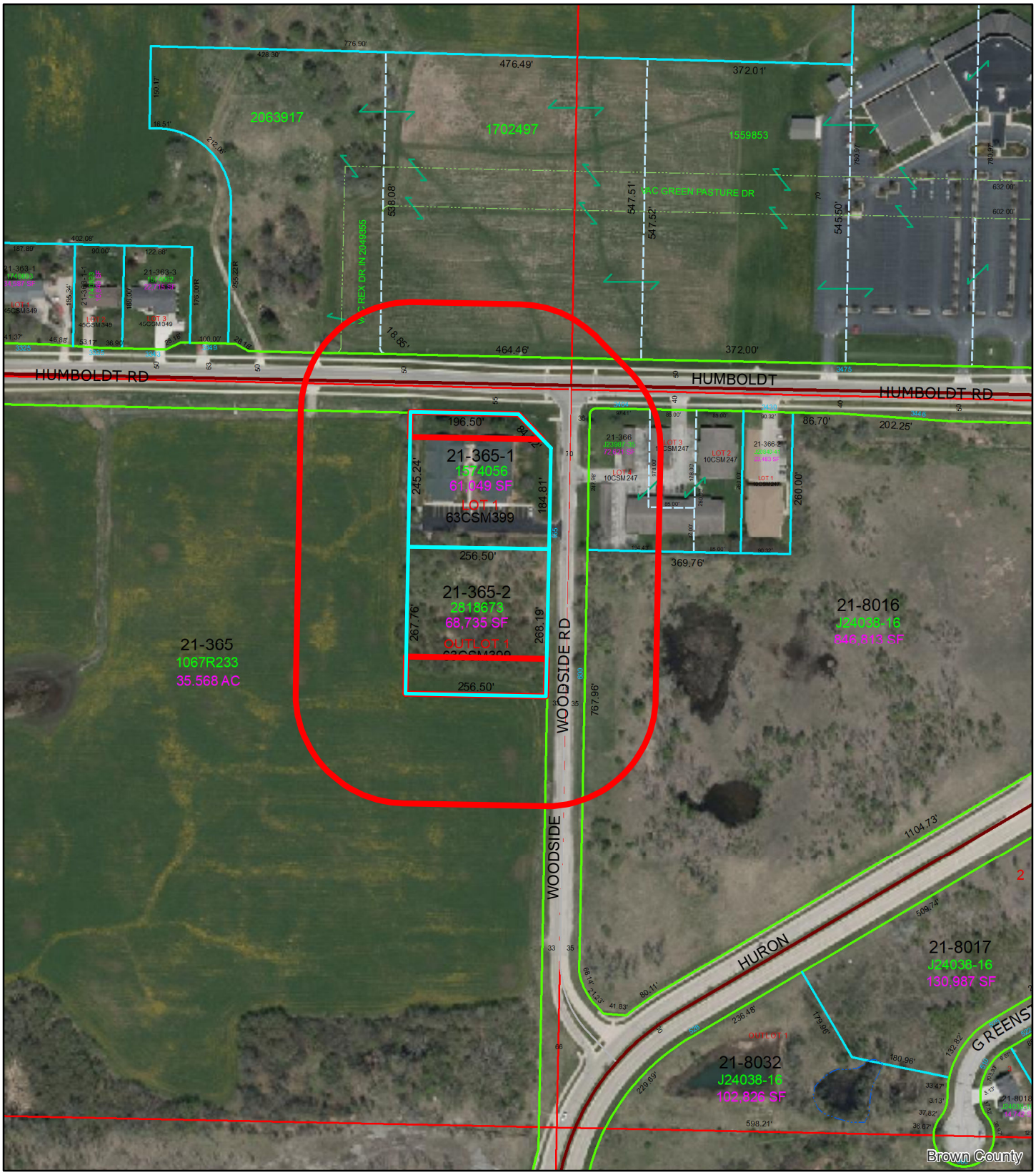
APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

Enclosure – Map



(ZP 22-19 & CPA 22-01) Rezone and Comprehensive Plan Amendment for 600 Block of Woodside Road

Feet
0 70 140 280
N

Impacted Properties

200-ft. Notification Area

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ZONING ORDINANCE NO. 13-22

AN ORDINANCE REZONING THE PROPERTY LOCATED ALONG THE 600 BLOCK OF WOODSIDE ROAD FROM LOW DENSITY RESIDENTIAL (R1) DISTRICT TO VARIED-DENSITY RESIDENTIAL (R3) (ZP 22-19)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as 655 Woodside Road and the 600 Block of Woodside Road from Low Density Residential (R1) District to Varied Density Residential (R3) Distrct:

655 WOODSIDE ROAD: 61,049 SQ FT LOT 1 OF 63 CSM 399 MAP 8900 IN 2818673 BNG PRT OF SW1/4 NE1/4 SEC 35 T24N R21E, TAX PARCEL 21-365-1

600 BLOCK WOODSIDE ROAD: 68,735 SQ FT OUTLOT 1 OF 63 CSM 399 BNG PRT OF SW1/4 NE1/4 SEC 35 T24N R21E, TAX PARCEL 21-365-2

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 _____, 2022.

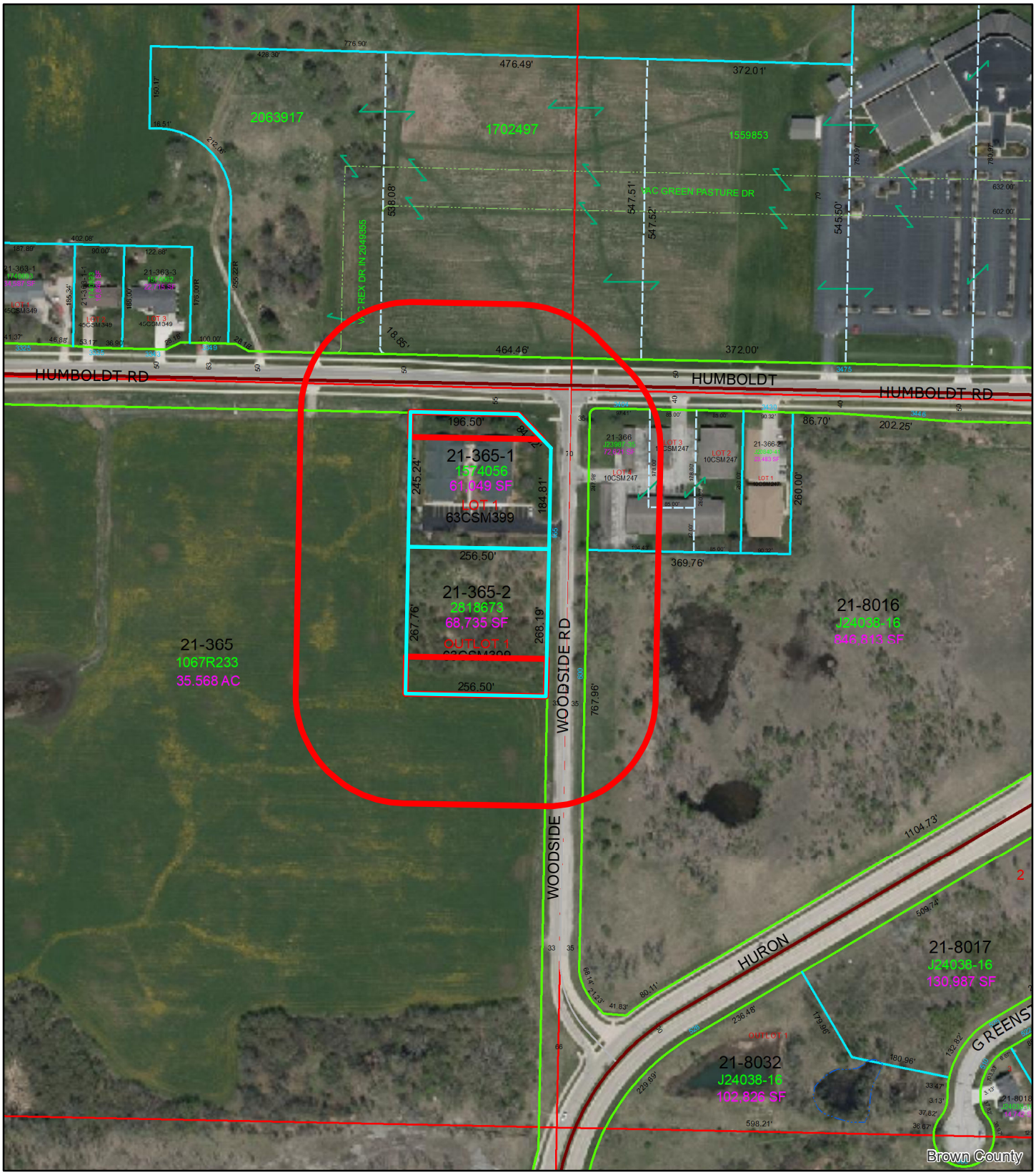
APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

sjh
Attachment – Map



(ZP 22-19 & CPA 22-01) Rezone and Comprehensive Plan Amendment for 600 Block of Woodside Road

Feet
0 70 140 280
N

Impacted Properties

200-ft. Notification Area

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ZONING ORDINANCE NO. 12-22

AN ORDINANCE REZONING PROPERTIES LOCATED AT 2294 AND 2296 MANITOWOC ROAD AND 2261-2275 MAIN STREET (ZP 22-21)

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 from General Commercial (C1) District to Highway Commercial (C2) District:

2294 Manitowoc Road

0.697 AC M/L PART PC 8 ESFR COM INSECTN S/L MANITOWOC RD & E/L PC 8 TH N 50*13'W 175.31 FT TO POB TH N 50*13'W 180.75 FT S39*47'W 180.75 FT S50*13'E 180.75 FT N39*47'E 180.75 FT TO POB & J16753-21 EX J23303-4
Tax Parcel No. 21-419

2296 Manitowoc Road

0.593 AC M/L PRT PC BE COM NE COR S 7 DEG W 320.63 FT TO BEG TH N 50 DEG 13 MIN W 175.31FT539 DEG 47 MIN W 180.75 FT S 57 DEG 20 MINE 272.15 FT N 7 DEG E 174.75 FTTO BEG .86A EXC 75 J 179-42
Tax Parcel No. 21-420-27

2261-2275 Main Street

2.382 AC M/L PART OF PC 8 ESFR LYG E OF NEW HWY 141 AS DESC IN 311 D 116 EX 75J202-40 & PART DESC IN J24302-28
Tax Parcel No. 21-420-14

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

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

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

APPROVED:

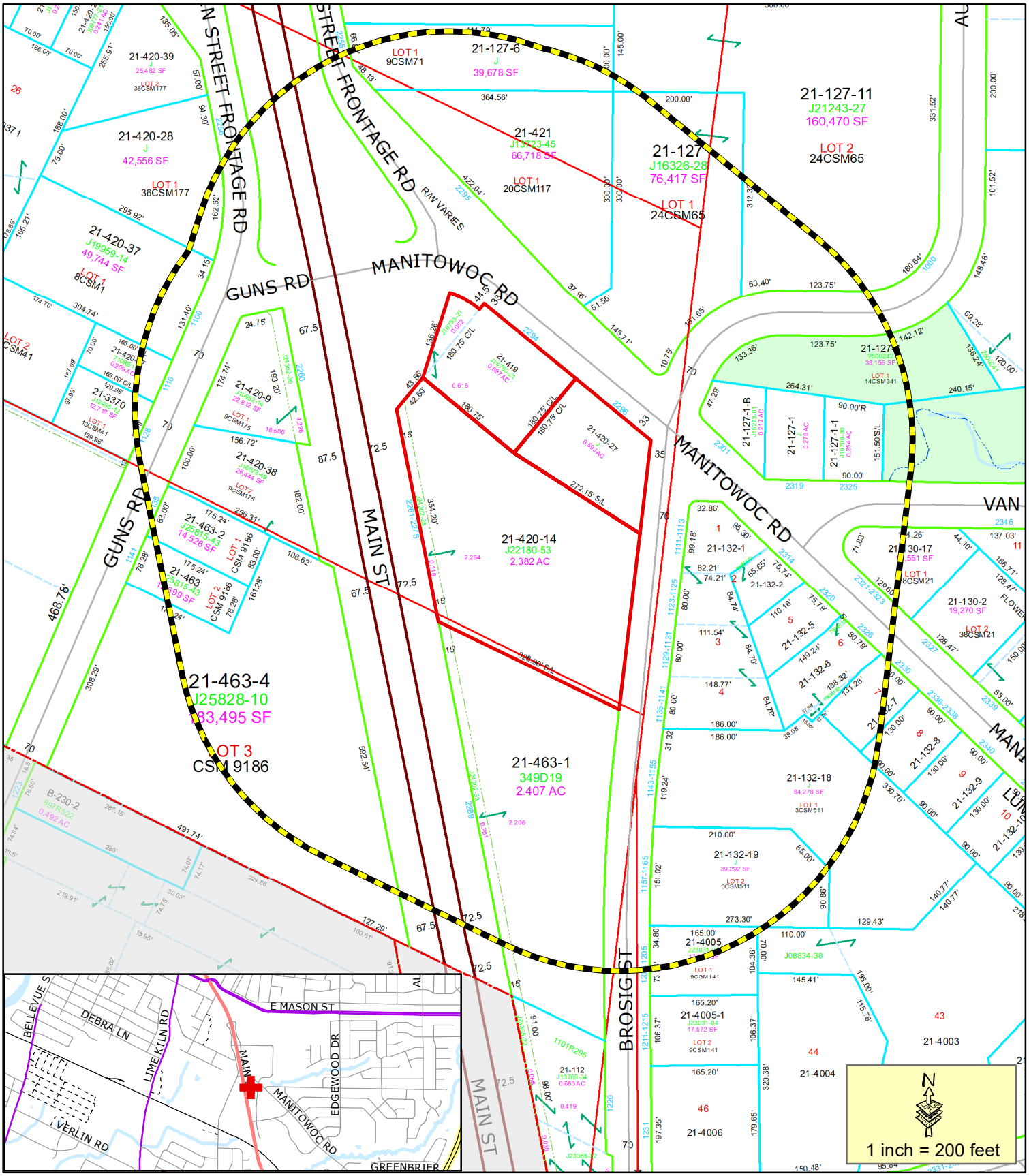
_____
Mayor

ATTEST:

_____
Clerk

db

Attachment – Map



Proposed Zone Change

400' Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 22-21)
Proposed Zone Change at
2294-2296 Manitowoc Road &
2261-2275 Main Street

CITY OF GREEN BAY 1854 Titletown, USA

For Official Notice:

Public Notification
Rezoning
2294-2296 Manitowoc Road and 2261-2275 Main Street
(ZP 22-21)

The Green Bay Plan Commission will hold a public hearing on **Monday, July 25, 2022,** at 6:00 p.m. If you wish to participate in a public hearing, you may access the meeting by the internet or telephone using the access code below.

Join Zoom Meeting
https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZ1FjcmlpWnZIOEVnUT09
Meeting ID: 841 3767 5822
Passcode: 483400
One tap mobile
+13126266799,,84137675822# US (Chicago)
+16468769923,,84137675822# US (New York)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
Find your local number: https://us02web.zoom.us/u/kc8xd2MWP

The hearing is regarding the following:
(ZP 22-15) Consideration with possible action on the request to rezone 2294-2296 Manitowoc Road and 2261-2275 Main Street from General Commercial (C1) District to the Highway Commercial (C2), submitted by Jim Goeppner, Holiday Superstores LLC on behalf of Michael Bultman and Johnson Family BypassTrust, property owners. (Ald. W. Morgan, District 3)

Public comments will be invited at the public hearing or can be sent in writing to:
City of Green Bay
Community & Economic Development
Attn: David Buck
100 N. Jefferson St., Rm. 608
Green Bay, WI 54301

For additional information, contact David Buck at 920.448.3411 or David.buck@greenbaywi.gov.

Publication Dates: July 8, 2022 and July 15, 2022