



AGENDA OF THE COMMON COUNCIL

TUESDAY, AUGUST 30, 2022, 6:00 PM

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

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

- I. This item contains information and instructions for the Zoom virtual meeting, along with a link to the Comment Form.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. August 2, 2022 Council meeting and August 16, 2022 Special Council Meeting

F. Approval of the Agenda.

- I. August 30, 2022.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. New Appointments:

Green Bay Plan Commission

Michael Poradek, 1744 Beaver Dam Dr., Green Bay, WI 54304

Term to expire: May 1, 2024

Ethics Board

Rabbi Shaina Bacharach, 708 Lawe St., Green Bay, WI 54301

Term to expire: February 1, 2024 (alternate)

Reappointments:

Green Bay Public Arts Commission

Kent Hutchison, 1633 E. Mason St., Green Bay, WI 54302

Term to expire: September 1, 2025

J. Presentation.

1. A presentation, "Advancing Flood Resiliency in Green Bay", presented by East River Collaborative and Resiliency Coordinator, Melissa Schmitz.

K. Public Hearings.

1. 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.

L. Ordinances - Second Reading for Adoption.

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 44-1747(b)(3) Green Bay Municipal Code, Related to parking for single-family and two family uses.
3. 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.
4. 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).
5. Zoning Ordinance No. 12-22
An ordinance rezoning properties located at 2294 and 2296 Manitowoc Road and 2261-2275 Main Street.

M. Report of the Redevelopment Authority (August 9, 2022) (August 23, 2022)

1. To approve the Allocation Amendment Resolution and to amend the Project Plan for TID Four (4) Downtown to TID Twenty-Two (22). (08/09/2022)
2. To approve the amendment to the Project Plan for TID Ten (10) Main Street and East Mason Street to add eligible projects as presented, and adopt the required resolution for the amendment. (08/09/2022)

3. To approve the Allocation Amendment Resolution and amendment of the Project Plan to allow for the allocation of funds from TID Twelve (12) I-43 Industrial Park to TID Twenty-Two (22). (08/09/2022)
4. To approve the extension resolution to allow for the extension of the maximum life of TID Fourteen (14) North Broadway Corridor to be extended by three (3) years. (08/09/2022)
5. To approve the Project Plan for the creation of TID Number Twenty-four (24), Cherry Street, and the required creation resolution. (08/09/2022)
6. To approve the Project Plan for the creation of TID Number Twenty-five (25), Grandview Industrial Park, and the required creation resolution. (08/09/2022)
7. To approve the first amendment to development agreement 21-06 East Town Facade Assistance and Outlot Development, on the amount of TIF assistance as presented. (08/09/2022)
8. To approve the first amendment to development agreement 20-01 200 N. Monroe PropCo, LLC, on the amount and duration of TIF assistance as presented. (08/09/2022)
9. To approve the acceptance of the \$304,500 Natural Resource Damage Assessment and Restoration (NRDA) Grant. (08/09/2022)
10. To approve the acceptance of the \$565,300 Great Lakes Restoration Initiative (GLRI) Grant. (08/09/2022)
11. To approve a development agreement to replace 19-04 TWG @ the Railyard changing the project from a market rate housing project to an affordable housing project, updating the projected valuation of the project and updating the overall construction schedule. (08/23/2022)
12. To approve an amendment to Development Agreement 20-01 regarding clarification of project dates. (08/23/2022)

N. Report of the Improvement & Services Committee. (August 24, 2022)

1. To refer to staff to prepare a report on condition and associated repair schedule for the numerous railroad crossings in the City of Green Bay that are in need of repair and to include railroad companies, including the Canadian National Railroad, in these discussion efforts. (Ald. Steuer)
2. To receive and place on file the request by Ald. Stevens on behalf of Shane Zirbel to install two streetlights along Van Duren Street between Newtols Street and Spinnaker Lane (referred to staff at the Wednesday, July 27, 2022 Improvement and Services Committee meeting). (Ald. Stevens)
3. To approve the request from the property owner at 1146 S. Maple Avenue (Parcel 1-756 Lot 1) for general deferment of pavement special assessments of 134.43 front feet associated with the reconstruction of S. Maple Avenue in 2023, due to unbuildable lot of inadequate size for any proposed improvement, in accordance with Ordinance Sec. 34-41 (a)(3).

4. To approve the Professional Services Contract with Modjeski and Masters for the design of the West Leaf Mechanical Rehabilitation for the Main Street Bridge over the Fox River, B-5-311, in the amount of \$253,095.
5. To approve the request by Department of Public Works to enter into a Professional Services Agreement with Multimedia Communications and Engineering, Inc. (MCE) for fiber optic (TDS) installation inspection services.
6. To approve the request by Department of Public Works to award the East River Trail & Canoe/Kayak Launch project at staff level.
7. To approve the proposed 2023 Parking Division rate structure.
8. To approve the award of the following contracts:
 - A. WSG 2-22 REROOF to Northeastern Roofing in the amount of \$949,981.00
 - B. SEWERS 2-22 MINI-SEWERS to Kip Gulseth in the amount of \$479,179.55
9. To approve the award of the contract PAVEMENT 5-22 ELIZA STREET RECONSTRUCTION to Vinton Construction in the amount of \$725,447.37.
10. To approve the acquisition of rights-of-way required for the reconstruction of the pedestrian ramp at the southeast corner of S. Washington Street and Crooks Street.

<u>Part of Tax Parcel #</u>	<u>Interest</u>	
<u>Required</u> <u>Owner</u>		<u>Amount</u>
13-11	Fee	Second Wind Auto Gallery,
LLC \$400.00		

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

A. Granting of Licenses

I. Sidewalk Builder

- A. Lakefront Flatwork & Construction
- B. BMD Concrete Innovations
- C. DeLeers Construction
- D. TC Concrete Products LLC
- E. Al Dix Concrete Inc.

2. Tree & Brush Trimmer

- A. Fox Valley Tree Care and Landscaping

12. To receive and place on file the request to consider alternatives to overnight on-street parking ban ordinance to allow overnight on-street parking (held at the June 22, 2022, Improvement & Services Committee meeting.) (Ald. Wery)
13. To receive and place on file the discussion on utility installation projects City-wide and impact to residents.

O. Report of the Protection & Policy Committee (August 22, 2022).

1. To grant an available Class "B" Beer and "Class B" Liquor license for Tequilas Mexican Bar & Restaurant LLC at 1258 Main St. with a license premises description as "BAR AND DINE IN AREA/WALKIN COOLER/ROOM-OFFICE NEXT TO WALK IN COOLER" (Previously licensed as Los Banditos, Inc in the 2017-2018 license year), with the approval of the proper authorities.
2. To approve a request by Keggers, LLC, at 231 N. Broadway to extend their license premises on August 27 for a one-day event. (Common Council has authorized the Protection & Policy Committee to be final approving authority regarding this event), with the condition the owner obtains a special event permit.
3. To approve a request by Tux 2, Inc. (Blue Collar Bar & Grill) at 1313 S. Broadway to temporarily extend their license premises to the back parking lot for a one-day event on September 24.
4. To approve a request by Green Bay Sportservice, Inc. at 1265 Lombardi Ave. to temporarily extend their license premises to parking lots 5&6 on September 17 for a one-day event.
5. To approve an application for a "Class A" Liquor and Class "A" Beer license for Sainaam LLC at 321 S Washington St. with a license premises description as "MARKET PLACE (LOCATED NEXT TO CHECK-IN GUEST (LOBBY)).
6. To approve an application for a "Class B" Liquor and Class "B" Beer license by DeGroot Investments LLC at 1939 Main St. with a license premises description as "small bar, small office, no basement, small patio" (Licensed the 2021-2022 license year as Konitzer, Inc.)
7. To approve an available "Class B" Liquor and Class "B" Beer license for Renee D. Duffeck (individual) at 1699 E. Mason St. with a license premises description as "Behind bar/basement" (Previously licensed during the 2021-2022 License Year as Twisted Throttle Saloon LLC).
8. To approve an available "Class B" Liquor & Class "B" Beer license for Burritos Mexico, LLC at 113 S Military Ave. with a license premises description as "entire inside of restaurant, stored in kitchen."
9. To refer to staff, for the September 26, 2022 Protection and Policy meeting, to present the configuration for in-person absentee voting for the November Election, and for staff to consider accommodating observers for absentee ballot dropoff outside the in-person absentee voting period. This is in reference to a communication by Ald. Wery (District 8) to request a change to the early absentee voting location to a larger location at city hall

to provide all observers an unfettered view of all election activities. Transparency and flexibility should be our goal for all elections.

Wis. State Statute - 6.855 - Alternate absentee ballot site. (1) The governing body of a municipality may elect to designate a site other than the office of the municipal clerk or board of election commissioners as the location from which electors of the municipality may request and vote absentee ballots and to which voted absentee ballots shall be returned by electors or any election.

10. To receive and place on file a communication by Ald. Wery (District 8) to review the August 9, 2022 primary election with possible action to address any issues.
11. To refer to staff to create a flag policy following federal guidelines and the federal flag code. This is in response to a communication by Ald. Wery (District 8) to the Protection & Policy Committee which states: "Request creation of a 'Flagpole' Policy. City owned flagpoles shall only fly the United States, State of Wisconsin and Green Bay City flags. Guidelines located in the federal flag code."
12. To repeal the Code of Conduct for Elected Officials.
13. To approve the denial of an appeal by Duel Sports Bar, LLC at 1114 Main St. regarding the 2022-2023 renewal liquor license application and to surrender the license back to the pool of available licenses.

The Protection and Policy Committee may convene in closed session pursuant to 19.85(a), Wis. Stats., as a quasi-judicial body for the purpose of deliberating the Appeal by Mr. Russ Rosio regarding the 2022-2023 renewal application. The Protection and Policy Committee may thereafter reconvene in open session pursuant to 19.85(2) Wis. Stats. To report the results of the closed session and consider the balance of the agenda.

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

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

Q. Report of the Plan Commission.

- I. To amend a Conditional Use Permit to allow the expansion of an Assisted Living Facility at 655 Woodside Road, as detailed in the Resolution, including the following conditions:
 - a. The use of this property shall be for an assisted living facility with a capacity of 38 beds. Any increases in capacity shall require an amendment to this CUP.
 - b. All additions to the existing building shall substantially complement the existing exterior in materials, height, and design as determined by the Zoning Administrator.
 - c. Any drive or parking areas located along Humboldt Road shall connect to the drive and parking area accessed by the existing Woodside Road driveway.
 - d. This property shall comply with Varied-Density Residential (R3) Zoning district, as well as the Land Use Development Standards for Nursing Homes/Assisted Living.
 - e. Compliance with all other regulations of the Green Bay Municipal Code. (Public Hearing held 08/08/22)

2. To establish a Planned Unit Development at the southwest corner of Janice Avenue and Florence Avenue to permit the development of multiple-family residential use, subject to the following conditions:
 - a. Adoption of the draft PUD;
 - b. Consolidation of the individual lots;
 - c. Additional enhancement on the west façade to break up horizontal wall plane with approval by the Department of Community Development; and
 - d. Future Comprehensive Plan land-use amendment.

(Public Hearing held 08/08/22)

3. To approve a Conditional Use Permit (CUP) at 421 4th Street to establish a single-family residential use in the Office Residential (OR) District, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit. (Public Hearing held 08/08/22)
4. To approve a Conditional Use Permit (CUP) at 2490 Deerpath Drive to erect an accessory building in excess of height restrictions, subject to compliance with all regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval. (Public Hearing held (08/08/22)
5. To hold over the request to authorize a Conditional Use Permit (CUP) to allow the construction of a duplex (2-family residential dwelling) in an R1 District located at 2325 Deckner Avenue, to allow the applicant to gather additional information.

R. Report of the Finance Committee (August 23, 2022).

1. To receive and place on file a request by the Finance Director to review and discuss 2021 year-end financial results for the City.
2. To approve ownership transfer of K9 Drago from the Green Bay Police Department to Wisconsin K9 Services LLC at no cost.
3. To approve the purchase of twelve (12) Interceptor Power Bikes for GBMFD for the sum of \$65,503.40 from RECON Power Bikes.
4. To approve the obligation of funding for two ladder truck replacements at a cost of \$1,659,356 each for a total of \$3,318,712.
5. 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.

S. Report of the Park Committee. (August 24, 2022)

1. To approve the purchase of a used NebulaZ Ride for \$775,000 from Zamperla for Bay Beach Amusement Park.
2. To deny the request by Steve Seymour, 2544 Heather Road (Parcel #21-4283), for approval to rebuild a shed in the Ellis Creek Greenway, behind the residence.
3. Refer to staff to do additional research and provide recommendations as how to address the seasonal staffing shortage issue for 2023, and bring it back to the Park Committee for discussion prior to the 2023 budget meeting.
4. To approve a Design, Construction & Dedication Agreement with Ducks Unlimited, Inc. for the construction of the Phase 2 – West Pond Waterfowl Habitat Project at Ken Euers Natural Area.
5. To approve the request by Wisconsin Public Service for a utility easement at the Finger Road Ballfield Complex contingent upon the Law Department review and approval of the final easement language.
6. A. To approve the purchase of Bobcat Toolcat UW56 and attachments from Clark Equipment Co dba Bobcat Plus, Inc. for the sum of \$84,529.88.

B. To approve the purchase of Bobcat S64 T4 Skid Steer Loader and attachments from Clark Equipment Co dba Bobcat Plus, Inc. for the sum of \$56,191.91.

T. Report of the Personnel Committee. (August 23, 2022)

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Account Clerk II - Public Works
 - b. Building Maintenance Technician (BMT) - Public Works
 - c. Park Maintenance Worker - Parks
 - d. Human Resources Generalist II - Human Resources
 - e. Plumbing Inspector - Community and Economic Development
2. To approve an out-of-state travel request to be a presenter at two (2) American Public Works Association (APWA) Winter Roadway Maintenance Training Seminars in November 2022.
3. To receive and place on file a presentation and update from staff regarding the decision two years ago to provide crossing guard services through contracted services rather than through the Police Department, with possible action to determine if changes or improvements need to be made to fully staff the program. (Ald. Jennifer Grant).
4. To approve the request to fill the Workplace Culture and Inclusion Specialist as amended and all subsequent vacancies resulting from internal transfers.

U. Report of the Public Arts Commission.

1. To approve the four mural design concepts presented for the Shipyard Underpass Murals project.

V. Report of the Traffic, Bicycle, and Pedestrian Commission. (August 15, 2022)

1. To receive and place on file the monthly Traffic Enforcement Unit Traffic Safety Plan.
2. To establish a NO STOPPING OR STANDING zone on the north side of Emmet Street from Columbia Avenue to Lincoln Street, and adopt by ordinance.

W. Receive and Place on File.

1. Building Report for July 2022
2. MuniCtReportJuly2022

X. Report of Ethics Board (August 18, 2022)

1. To approve General Ordinance 18-22, repealing and recreating Chapter 2, Article IX, Green Bay Municipal Code, relating to Ethics as revised.

Y. Committee of the Whole (August 16, 2022).

1. To receive and place on file a request from the August 2, 2022 Common Council meeting: To hold a special meeting on Tuesday, August 16th at 5:00 PM to allocate the American Rescue Plan Act (ARPA) funding proposals.
2. To approve and refer the findings to the AdHoc Facilities Committee, keeping the results confidential in response to the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$25,000 to be used for project #6-1-204 Fire Station analysis.
3. To set aside \$1,000,000 of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category from the total of \$9,000,000. To be used for project #6-1-205 Fire Station project once the study is received and Ad-Hoc Facilities Committee reviews.
4. To approve the use of American Rescue Plan Act (ARPA) allocation within the Stormwater, Green Infrastructure, and Climate Resilience category for a total of \$250,000 to be used for project #7-5-201 Nicolet Stormwater runoff project.
5. To approve the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$800,000 to be used for project #5-2-210 two (2) Bay Beach rides.
6. To receive and place on file the use of American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for a total of \$25,000 to be used for project #7-2-203 Tiny Veteran Homes project.

7. To refer to staff the use of American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for a total of \$1,000,000 to be used for project #7-2-209 Grants to home owners in flood plains.
8. To refer to staff the use of American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for a total of \$300,000 to be used for project #7-2-211 Director of Urban Planning and Design position for 3 years.
9. To approve the use of American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for a total of \$60,000 to be used for project #7-2-219 Employee in the Neighborhoods Division, part time, 3 year-limited term position.
10. To refer back to staff the use of American Rescue Plan Act (ARPA) allocation within the Arts, Culture, and Tourism category for a total of \$55,000 to be used for project #6-2-206 Bronze Tree Marker project.
11. To refer back to staff the use of American Rescue Plan Act (ARPA) allocation within the Arts, Culture, and Tourism category for a total of \$100,000 to be used for project #7-2-210 Christkindl Market project.
12. To refer back to staff the use of American Rescue Plan Act (ARPA) allocation within the Arts, Culture, and Tourism category for a total of \$500,000 to be used for project #7-2-213 Artist Residency project.
13. To refer back to staff the use of American Rescue Plan Act (ARPA) allocation within the Arts, Culture, and Tourism category for a total of \$250,000 to be used for project #7-2-214 Discover Green Bay project.
14. To refer back to staff the use of American Rescue Plan Act (ARPA) allocation within the Arts, Culture, and Tourism category for a total of \$25,000 to be used for project #7-2-215 Shipyard District project.
15. To refer back to staff the use of American Rescue Plan Act (ARPA) allocation within the Arts, Culture, and Tourism category for a total of \$300,000 to be used for project #7-2-216 CityDeck improvements.
16. To refer back to staff the use of American Rescue Plan Act (ARPA) allocation within the Arts, Culture, and Tourism category for a total of \$200,000 to be used for project #7-2-217 CityDeck/ Fox River Trail signage and improvements project.
17. To receive and place on file the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$100,000 to be used for project #1-2-005 Limited Term Brown County DA staff.
18. To receive and place on file the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$0.00 to be used for project #12-2-002 Assistance to Business Districts.

19. To refer to staff the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$1,000,000 to be used for project #7-6-212 Strategic Vacant Parcels project.
20. To refer to staff to determine whether another ARPA category may be used for the use of American Rescue Plan Act (ARPA) allocation within the Crime Prevention and Neighborhood Enhancement category for a total of \$650,000 to be used for project #6-2-207 Farlin Park Playground improvements.
21. To approve the use of American Rescue Plan Act (ARPA) allocation within the Crime Prevention and Neighborhood Enhancement category for a total of \$22,000 to be used for project #5-1-208 Speed Board project.
22. To refer to staff the use of American Rescue Plan Act (ARPA) allocation within the Crime Prevention and Neighborhood Enhancement category for a total of \$1,800,000 to be used for project #7-2-202 Sidewalk improvements.
23. To refer to staff the use of American Rescue Plan Act (ARPA) allocation within the Crime Prevention and Neighborhood Enhancement category for a total of \$500,000 to be used for project #7-3-207 Packerland/ West Mason Intersection safety project.
24. To refer to staff the use of American Rescue Plan Act (ARPA) allocation within the Stormwater, Green Infrastructure, and Climate Resilience category for a total of \$520,000 to be used for project #7-5-204 Baird Creek- Burgundy Ct sediment control project.
25. To refer to staff the use of American Rescue Plan Act (ARPA) allocation within the Stormwater, Green Infrastructure, and Climate Resilience category for a total of \$200,000 to be used for project #7-5-205 Baird Creek- Christa McAuliffe Park sediment control project.
26. To refer to staff the use of American Rescue Plan Act (ARPA) allocation within the Stormwater, Green Infrastructure, and Climate Resilience category for a total of \$50,000 to be used for project #7-5-208 Lacount & Fritsch Park erosion project.
27. To receive and place on file the use of American Rescue Plan Act (ARPA) allocation within the Stormwater, Green Infrastructure, and Climate Resilience category for a total of \$230,000.00 to be used for project #7-5-220 East Town parking lot flooding project.
28. To amend and approve the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category from a total of \$79,411 to \$100,000. To be used for project #9-2-015 Spanish Translator limited term employee.
29. To approve the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$125,000 to be used for project #10-6-205 Chamber hybrid meeting needs upgrades.
30. To approve the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$500,000 to be used for project #10-6-006 City Hall Datacenter replacement project.

31. To approve the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$80,000 to be used for project #6-6-201 City Hall scanning project.
32. To approve the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$1,450,000 to be used for project #5-2-211 and 5-2-212 Historic Bay Beach Pavilion improvements.
33. To approve the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$300,000 to be used for project #9-3-202 Green Bay Comprehensive Plan updates Consultant.
34. To approve the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$210,000 to be used for project #6-6-202 Cybersecurity project.
35. To hold until the August 30th Common Council meeting the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$75,000 to be used for project #6-6-209 Urban Design Consultant.
36. To refer to staff the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of \$525,000 to be used for project #7-6-206 Stipend project.
37. To approve the use of American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for a total of \$1,500,000 to be used for project #2-3-207 Gap Financing for development of affordable housing project.
38. To approve the use of American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for a total of \$500,000 to be used for project #5-2-201 HILP program.
39. To amend and approve the use of American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category from a total of \$300,000 to \$500,000. To be used for project #5-2-202 Curb Appeal program.
40. To amend and approve the use of American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category from a total of \$500,000 to \$250,000. To be used for project #5-2-203 Great Being Home program.
41. To amend and approve the use of American Rescue Plan Act (ARPA) allocation within the Stormwater, Green Infrastructure, and Climate Resilience category from a total of \$1,000,000 to \$920,000. To be used for project #7-5-218 Grant Program, with any excess going to this item up to \$1,000,000.
42. To hold the use of American Rescue Plan Act (ARPA) allocation within the Crime Prevention and Neighborhood Enhancement category for a price to be determined from RFP due on August 25, 2022. To be used for project #12-3-001 Gun Shot Detection project until the August 30, 2022 Council meeting.

43. To approve the use of American Rescue Plan Act (ARPA) allocation within the Crime Prevention and Neighborhood Enhancement category for a total of \$126,500 to be used for project #9-1-001 Violence Reduction Strategy project pending competitive bid.
44. To amend and approve the use of American Rescue Plan Act (ARPA) allocation within the Crime Prevention and Neighborhood Enhancement category from a total of \$217,000 to \$151,000. To be used for project #9-2-007 License Plate Reader Recognition project.
45. To refer back to staff the use of American Rescue Plan Act (ARPA) allocation within the Arts, Culture, and Tourism category for a total of \$150,000 to be used for project #6-2-211 Arts Grant program.
46. To refer back to staff the use of American Rescue Plan Act (ARPA) allocation within the Arts, Culture, and Tourism category for a total of \$50,000 to be used for project #6-2-212 Rotating Arts program.
47. To approve the use of American Rescue Plan Act (ARPA) allocation within the Arts, Culture, and Tourism category for a total of \$500,000 to be used for project #6-2-203 Snow Making machine project.

Z. Resolutions.

1. Resolution drawing final orders to contractors for August 30, 2022.
2. Resolution authorizing an amendment to a conditional use permit at 655 Woodside Road.
3. Resolution authorizing conditional use permit at 2490 Deerpath Drive.
4. Resolution authorizing conditional use permit at 421 Fourth Street.
5. Resolution relating to an allocation amendment for tax increment district number four (4) downtown ("TID 4").
6. Resolution relating to a project plan amendment for tax increment district number ten (10) ("TID 10").
7. Resolution establishing the boundaries of and approving the project plan for tax increment district number twenty-four (24) Cherry Street ("TID 24").
8. Resolution establishing the boundaries of and approving the project plan for tax increment district number twenty-five (25) Grandview Industrial Park ("TID 25").
9. Resolution relating to an allocation amendment for tax increment district number twelve I-43 Industrial Park ("TID 12").
10. Resolution relating to a standard extension for tax increment district number fourteen (14), The Rail Yard ("TID 14").

AA. Ordinances - First Reading.

1. General Ordinance No. 20-22
An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.
2. Zoning Ordinance No. 14-22
An ordinance creating a planned unit development (PUD) overlay district for property at the southwest corner of Janice and Florence Avenues.
3. Zoning Ordinance No. 10-22
An ordinance rezoning properties located along the 1000 Block of University Ave and 500 Block of St George Street.
4. General Ordinance 18-22, repealing and recreating Chapter 2, Article IX, Green Bay Municipal Code, relating to Ethics.

BB. Referral of Petitions & Communications.

CC. 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



2022-08-30 Common Council

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/81973538856>

Meeting ID: 819 7353 8856

Passcode: 753077

One tap mobile

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+13126266799,,81973538856#,,,,*753077# US (Chicago)

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+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 819 7353 8856

Passcode: 753077

Find your local number: <https://us02web.zoom.us/j/kcVO8uy2qZ>

Public Comments

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

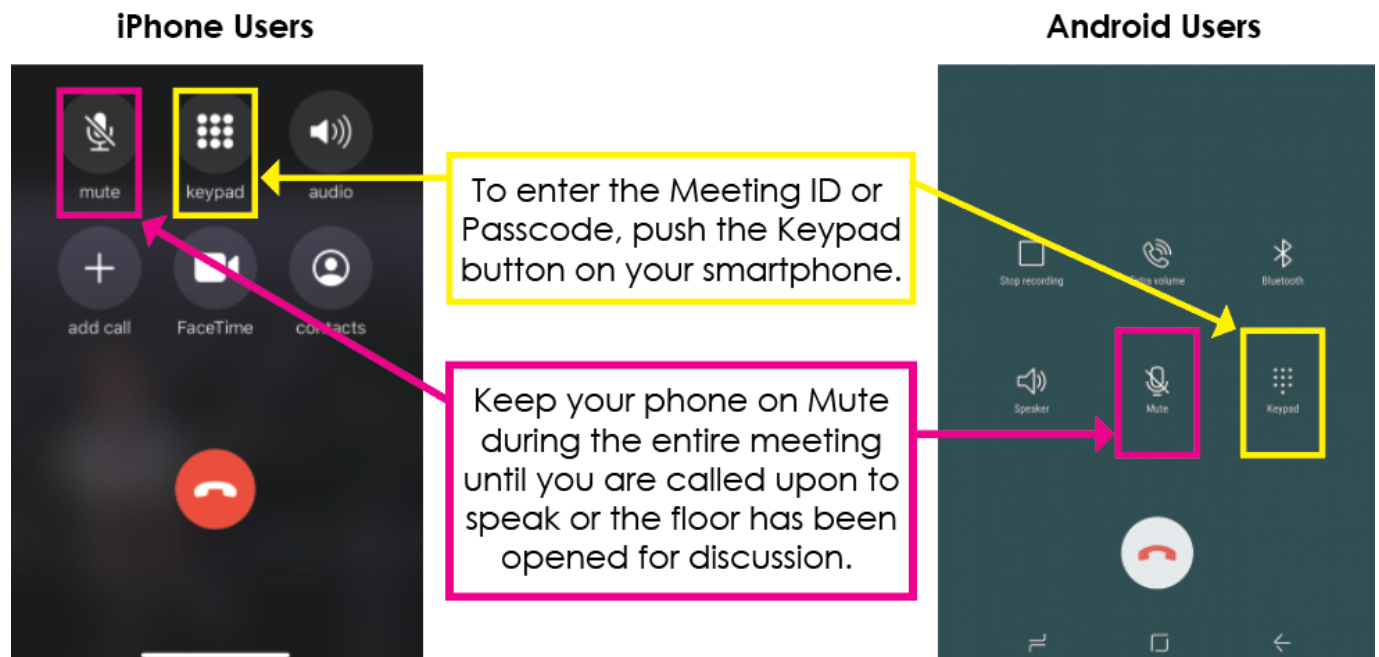
Additional Information

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

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

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not wish to speak, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



Advancing Flood Resilience in Green Bay

East River Collaborative
and
City of Green Bay

Julia Noordyk
Coastal Community
Specialist
Wisconsin Sea Grant

Melissa Schmitz
Resiliency Coordinator
City of Green Bay

Kayla Wandsnider
East River Community
Resilience Coordinator
The Nature Conservancy

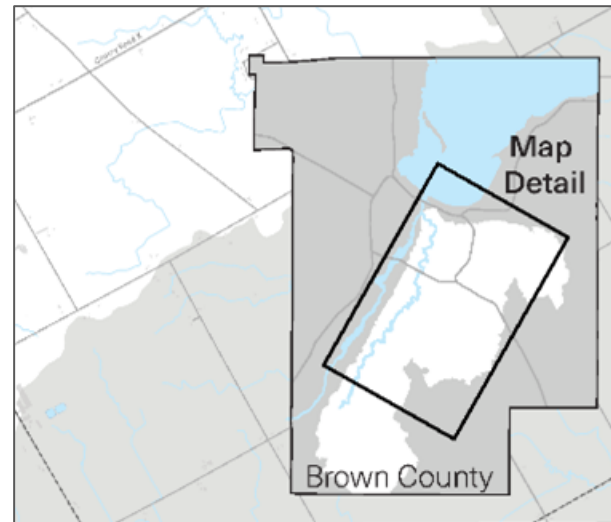
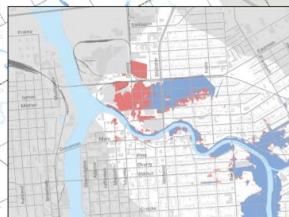
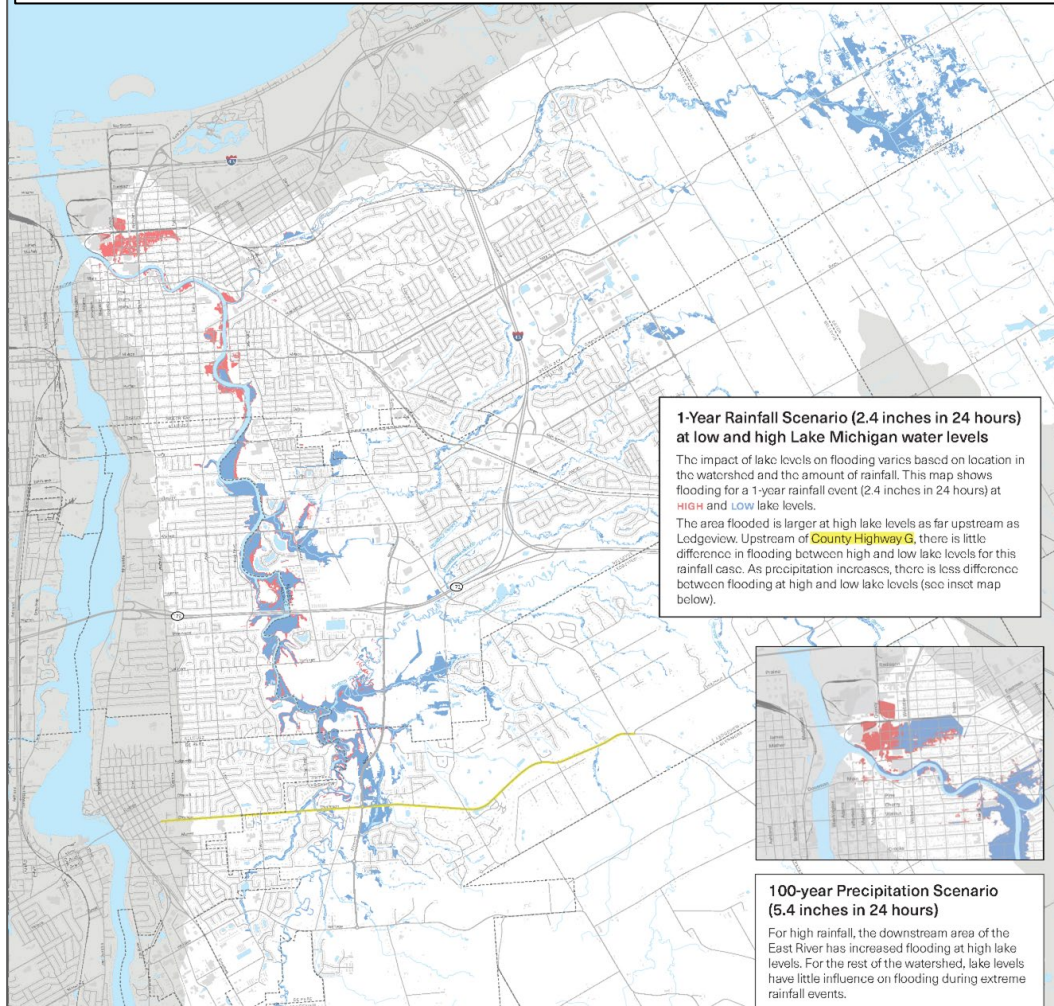


East River Collaborative

1. Cross-boundary collaboration
2. Building community capacity
3. Data-informed decision making
4. Inclusion of vulnerable and underrepresented residents
5. Encourage implementation of nature based solutions

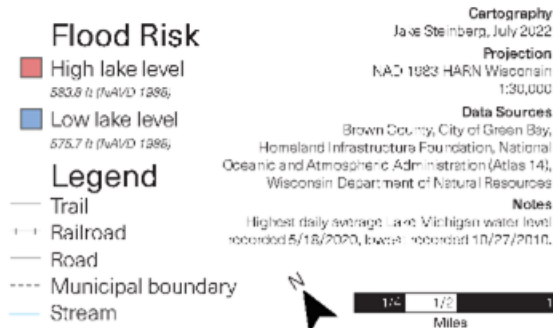


East River Flood Study: Lake Level Comparison

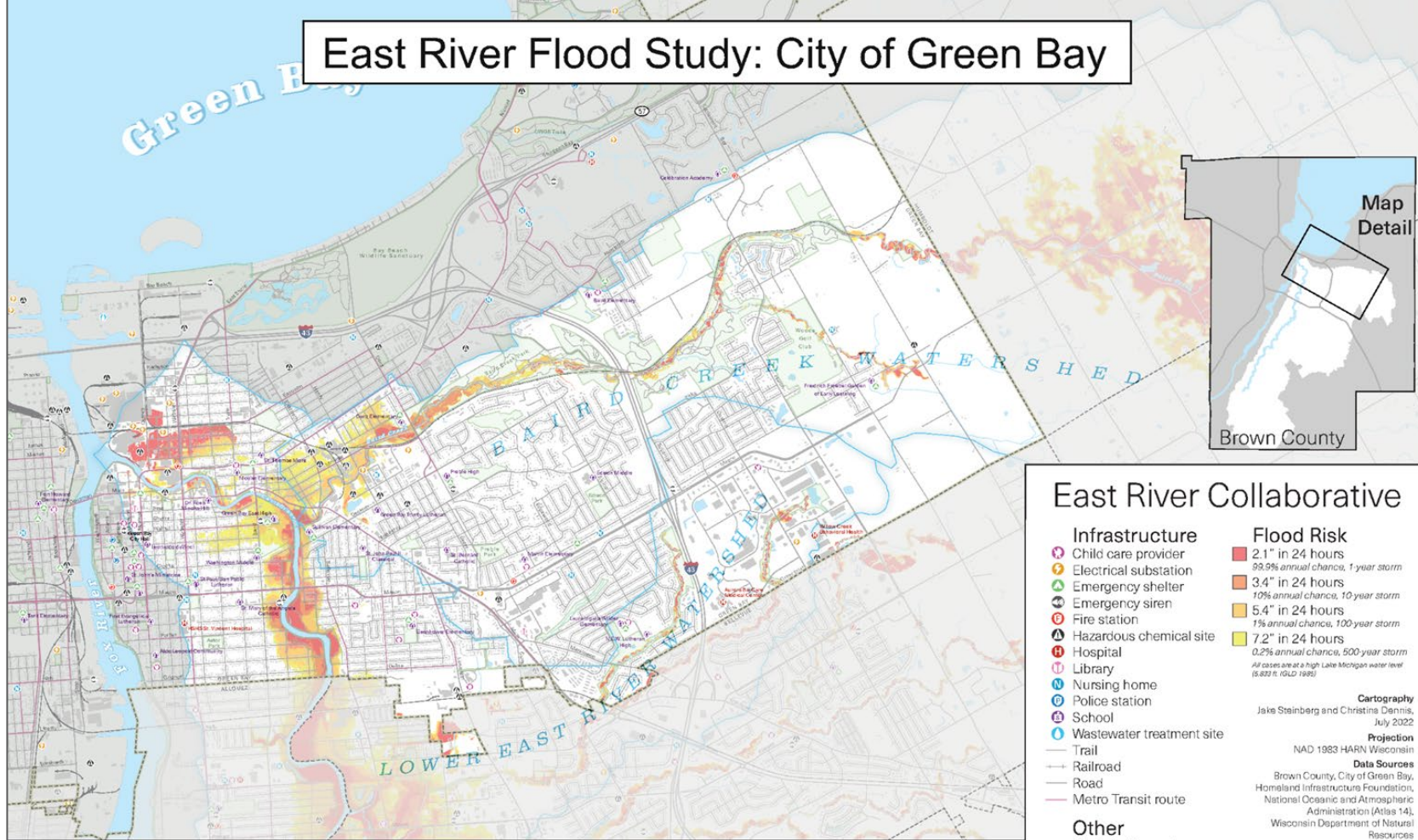


East River Collaborative

Flooding scenarios for 2.1" of rain in 24 hours (99.9% annual chance, 1-year storm)



East River Flood Study: City of Green Bay



Project Partners:



Project Funders:



Watershed Community Resilience Assessments

Number of Communities Experiencing Flood Hazards								
Riverine/ floodplain flooding	Streambank erosion	Ice jams	Ponding	Drainage ditch backups	Flash flooding	Coastal flooding	Storm Sewer backups	Rising ground- water

High	Moderate	Low-Moderate	Low	NA
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Citywide Flood Resilience Assessment

Purpose: Identify opportunities with staff to increase flood resilience in the City of Green Bay



Step 1: Workshop to identify flooding hazards and community impacts

Step 2: Resilient actions questionnaire (completed by department)

Step 3: Workshop to prioritize locations and resilient actions

[Click to view
interactive flood
workshop map](#)

Beaver Dam Creek and Duck Creek Area City of Green Bay

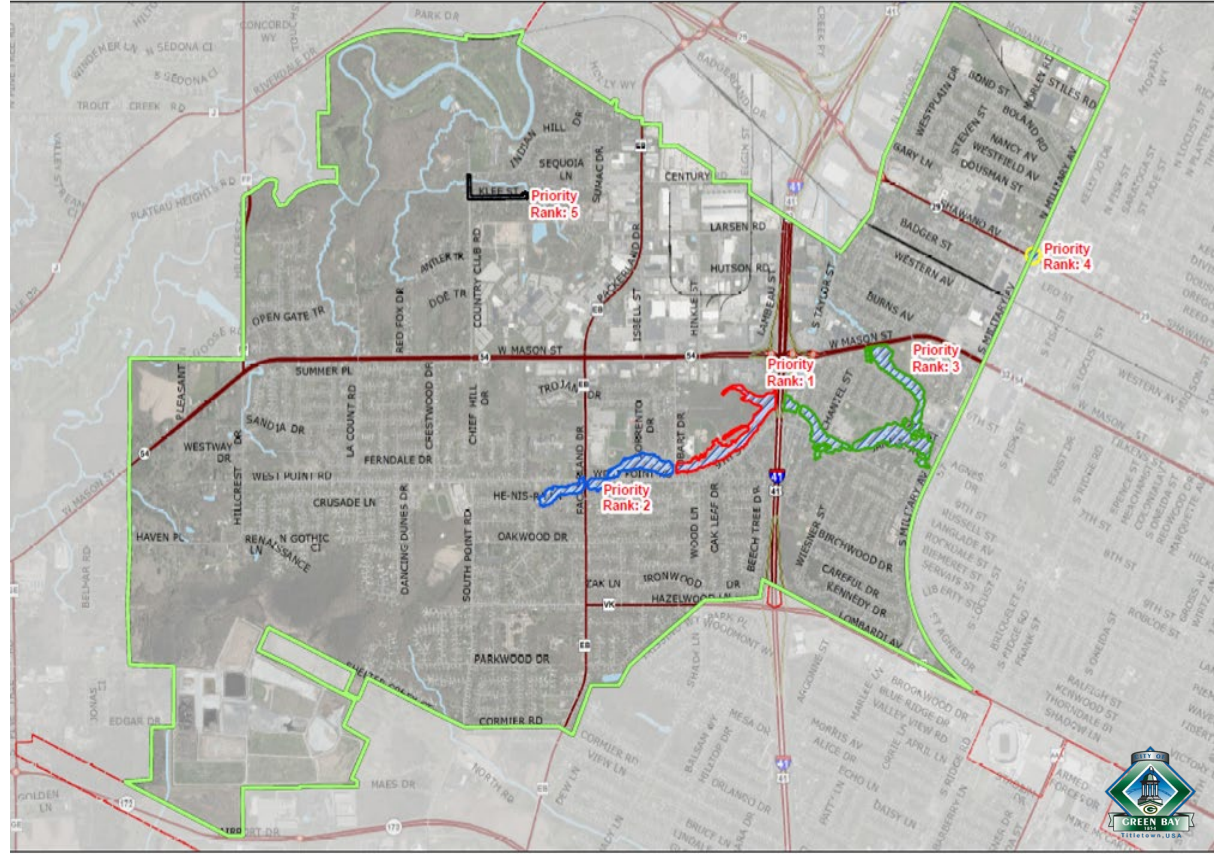
- ## 1. Beaver Dam Park

- ## 2. Beaver Dam Creek (at He-Nis-Ra Lane)

- ### 3. Beaver Dam Creek (east of I-41)

- #### 4. Shawano & Military Ave

5. Country Club Rd
(south of Indian Hill
Dr to Klee St)



Fox River & Western Slough Area City of Green Bay

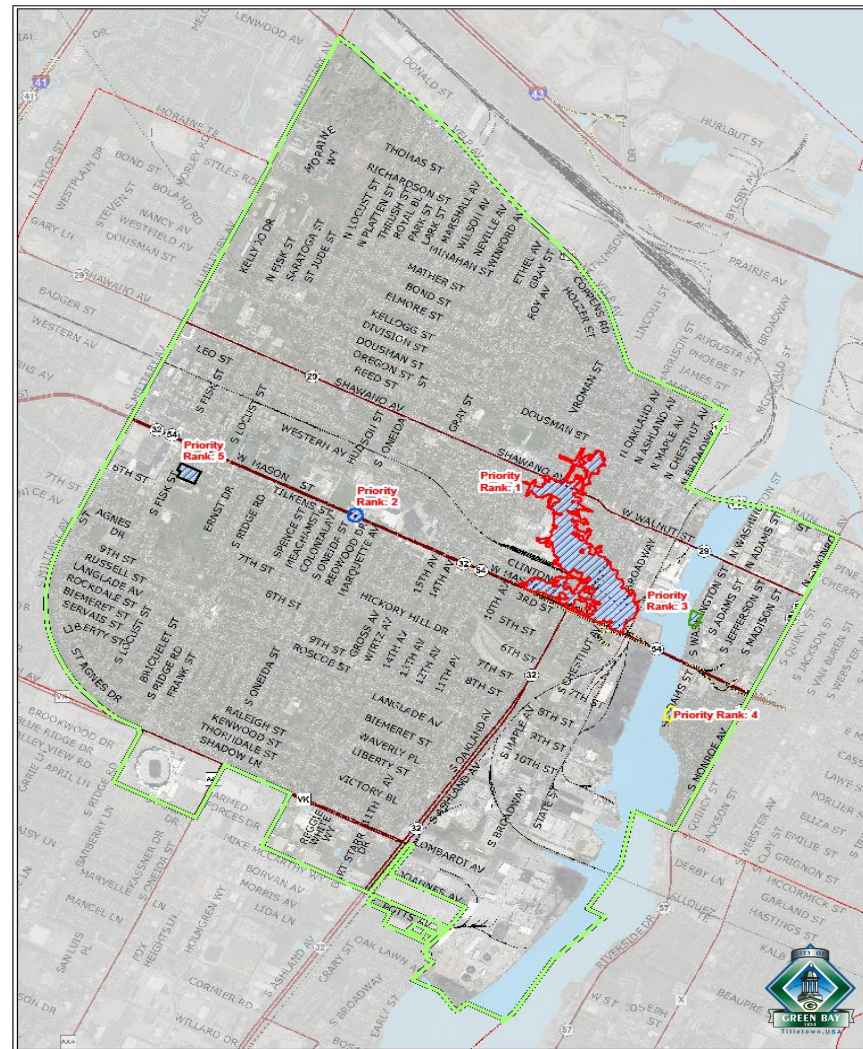
1. Western slough

2. West Mason
Street and South
Oneida Street

3. Fox River (at
Crooks St & S
Washington Ave)

4. Fox River Trail (S
Adams St & Lawe
St)

5. Colburn Park
(north end)



Coastal Area City of Green Bay

1. Green Bay Metro
Boat Launch

2. Eastshore Drive

3. Bay Beach
Amusement Park

4. Transit Center

5. Beach Lane



East River Area

City of Green Bay

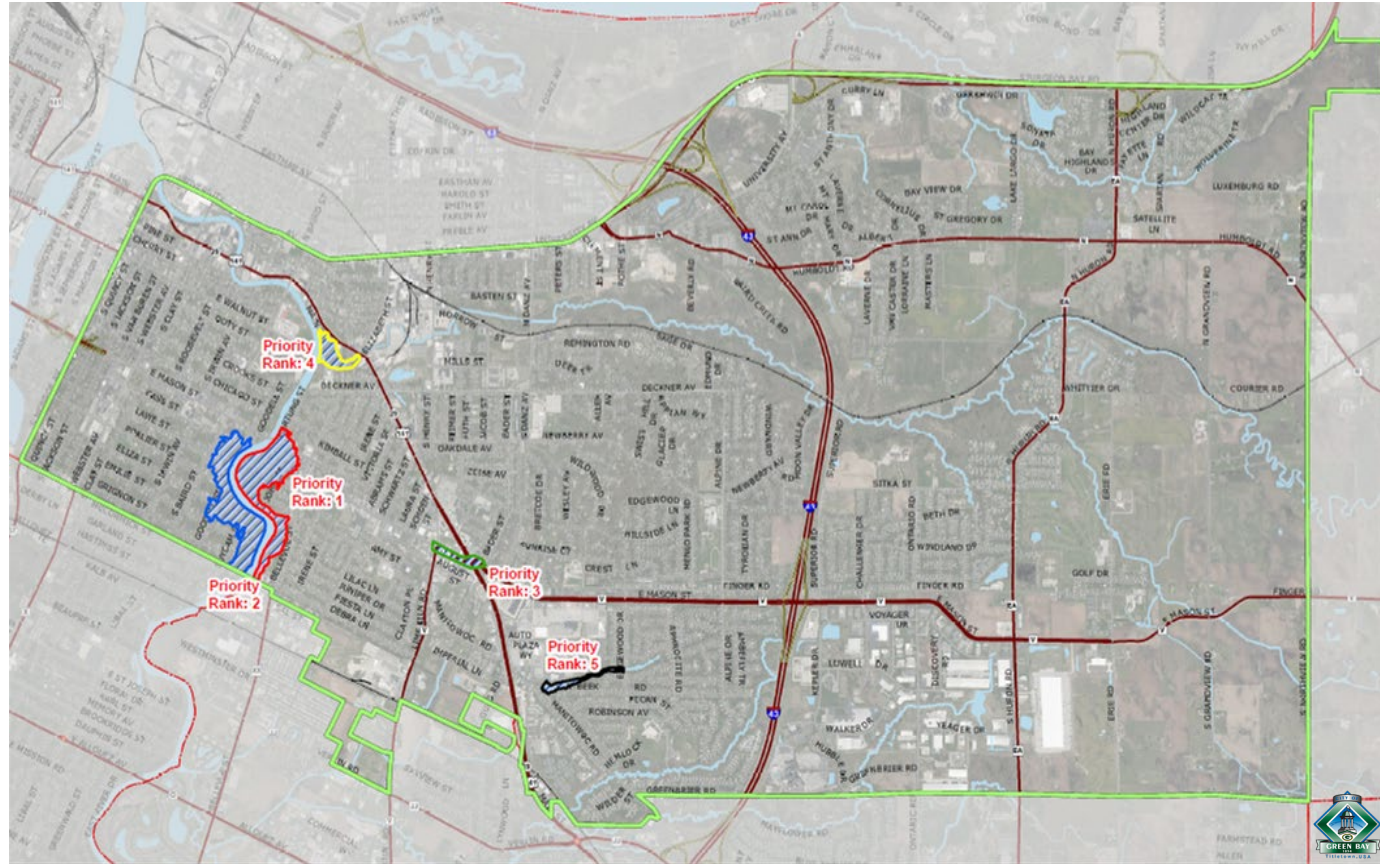
1. East River (east)

2. East River (west)

3. East Mason Street (Main St, Lime Kiln Rd, & Dian St)

4. Baird Creek Trail (Sullivan Park, Riverside Ballroom, & Main St bridge)

5. Van Beek Road (east of Manitowoc Rd)



Priority Actions to Improve Flood Resilience

Three themes emerged:

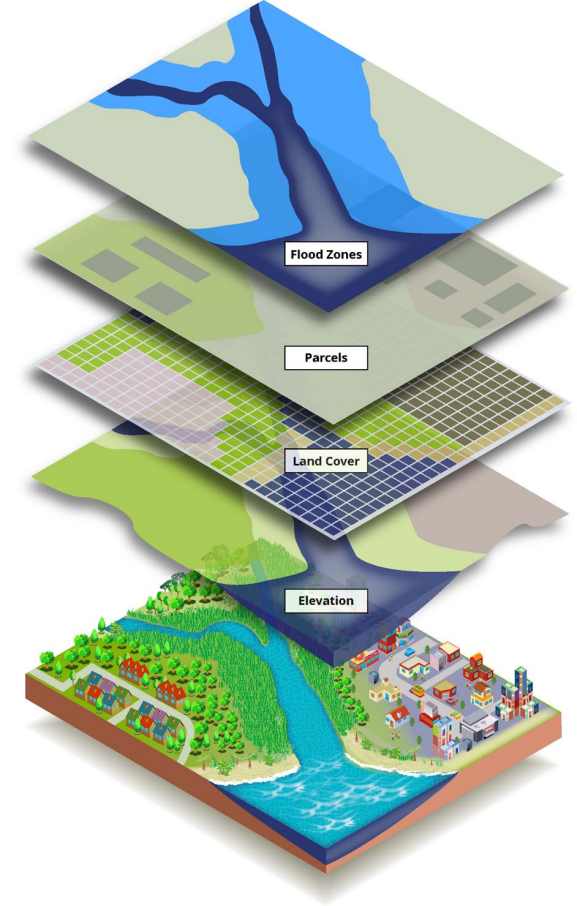
- 1) Planning and Policy
- 2) Infrastructure
- 3) Disaster Preparation and Response

A summary of 11 near and long term actions are in agenda packet.



Additional Flood Resilience Initiatives

- Green Stormwater Infrastructure Plan (City of Green Bay)
- East River corridor flooding planning (Great Lakes and St. Lawrence Cities Initiative)
- Coastal flood and Hazard Mitigation planning (Brown County)



Additional Flood Resilience Initiatives



- Disaster preparedness and social vulnerability mapping (UW Sea Grant)
- East River flood warning system (US Army Corps of Engineers Silver Jackets)
- East River flood preparedness planning and community outreach (US Army Corps of Engineers Silver Jackets)

Additional East River Collaborative Initiatives

- Community driven decision-support tool
- Interactive map
- East River Watershed Flood Resilience Implementation Plan
- Native pollinator plantings (The Nature Conservancy)
- East River streambank stabilization and restoration (The Nature Conservancy)
- East River Water Trail and Habitat Corridor (Brown County)

An aerial photograph of a city waterfront. In the foreground, a large yellow and red building is visible, with a crowded promenade and a docked boat. The river flows through the center, with several bridges crossing it. In the background, more city buildings and a distant shoreline are visible under a clear blue sky.

Thank you!

Join the East River Collaborative!

Contact Melissa or Kayla to get engaged!

Website: <https://east-river-collaborative-tnc.hub.arcgis.com/>

East River Collaborative

A community-driven approach to flood resilience planning



Flooding along the East River impacts businesses and local economies. March 2019

EAST RIVER FLOODING

In recent years, flooding along the East River (one of the major tributaries of the Lower Fox River) has become an undeniable concern. Past flood events have damaged residents' homes, businesses, public infrastructure, crops and strained local emergency response resources. The increasing frequency and severity of weather events has made the need for resilience planning urgent for many East River communities.

PLANNING AT THE WATERSHED SCALE

The East River Collaborative is an initiative to address flooding—through a holistic, watershed-based approach to resilience planning and water resource management. The project brings together a variety of stakeholder groups including local governments, state and federal agencies, legislators, technical experts, universities and non-profit organizations with the goal of collectively achieving a common vision of a more resilient, flood-prepared East River Watershed.

FUNDING

The East River Collaborative is a grant-funded effort led by The Nature Conservancy, Wisconsin Sea Grant, NEW Water (the brand of the Green Bay Metropolitan Sewerage District), and UW-Madison's Department of Civil and Environmental Engineering. Funding for this project is being provided by the Wisconsin Coastal Management Program and Fund for Lake Michigan.



Flooding along the East River impacts public infrastructure, making roadways impassable, limiting emergency response and essential travel. Flooding also causes property damage not only to businesses, but also to homeowners in the river's floodplain.



EAST RIVER COLLABORATIVE

The East River Collaborative is a regional collective of municipal, state, federal, non-profit, and university partners committed to increasing flood resiliency in northeast Wisconsin's East River Watershed to improve public safety, water quality, and quality of life in our communities. Our approach for building a resilient watershed is centered on:

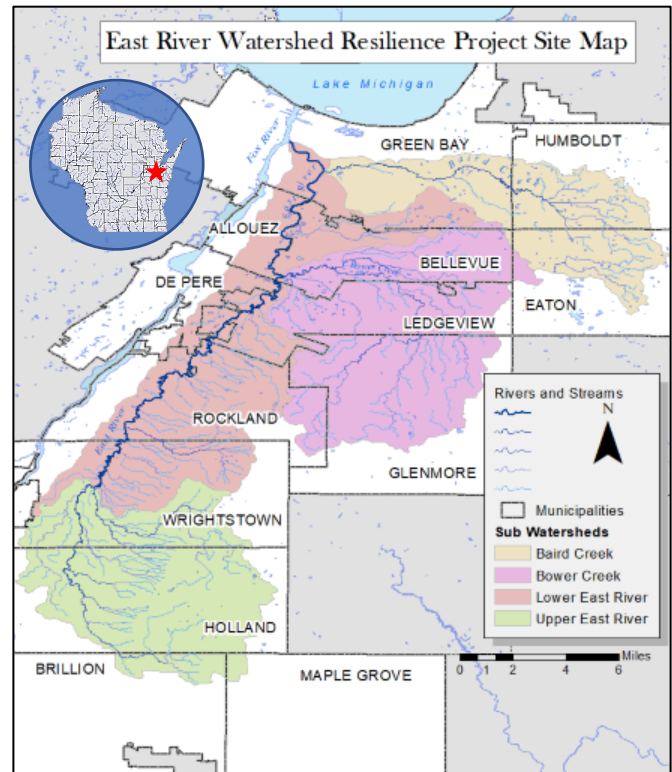
1. Facilitating cross-boundary collaboration.
2. Building community capacity through knowledge exchange, technical expertise, and funding.
3. Data-informed decision-making for sustainable growth and development.
4. Inclusion of underrepresented voices in the planning process.
5. Accelerating implementation of nature-based solutions.

FLOOD MODELING

In partnership with UW Madison, we developed a flood risk hydraulic-hydrologic model for the East River watershed. We installed twelve gauges for calibrating the model and monitoring streamflow for this complex watershed. The model illustrates flood scenarios based on 1 to 500-year storm events and high lake levels which helps us to understand which areas are most vulnerable to flooding and how factors like storms, changing lake levels and land use drive the worst flooding. Static and interactive maps that visualize risk can be found at www.east-river-resilience-project-tnc.hub.arcgis.com.

NATURE-BASED SOLUTIONS

We aim to facilitate sustainable design and engineering practices that weave nature-inspired features into the build environment. This reduces flood risk while also improving water quality and community well-being. We are committed to an inclusive planning process and hearing from residents in flood affected areas.



Flooding along the East River causes public parks to be inundated with water and unsuitable for recreation. (Credit: Village of Allouez)

For more information about the East River Community Resilience Project, please contact:

Kayla Wandsnider, The Nature Conservancy
East River Resilience Coordinator
kayla.wandsnider@tnc.org | 414-339-4641

Julia Noordyk, UW Sea Grant
Water Quality and
Coastal Communities Specialist
noordykj@uwgb.edu | 920-465-2795

Adam Bechle, UW Sea Grant
Coastal Engineering
Outreach Specialist
bechle@aquawisc.edu | 608-263-5133

Funding provided by the Fund for Lake Michigan and the Wisconsin Coastal Management Program.



Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA20NOS4190092.

City of Green Bay
Flood Resilience Community Assessment Summary
East River Collaborative

Prepared by The Nature Conservancy and Wisconsin Sea Grant

From October 2021 to January 2022, staff from the City of Green Bay participated in a community flood resilience assessment to identify 1) significant flood hazards and community impacts, 2) priority actions to improve flood resilience classified as ongoing, near-term, and long-term. The assessment was completed by city staff through two workshops and a questionnaire with support from East River Collaborative partners Wisconsin Sea Grant, The Nature Conservancy, NEW Water, Wisconsin Coastal Management Program, and the City's Resiliency Coordinator.

Flood Hazards and Impacts

During the first workshop, staff identified flood-related hazards of concern for four different geographic areas within the City of Green Bay: Beaver Dam and Duck Creeks, Fox River and western slough, coastal, and the East River. All flood hazards identified, including the type of flood hazard, can be viewed in the [interactive flood workshop map](#). The following locations were ranked as the top five highest concern for flood hazards in each geographic area:

Beaver Dam Creek and Duck Creek

- 1) Beaver Dam Park
- 2) Beaver Dam Creek at He-Nis-Ra Lane between Forestville Drive and Hobart Drive
- 3) Beaver Dam Creek east of I-41
- 3) Shawano and Military Avenue
- 4) Country Club Road south of Indian Hill Drive to Klee Street

Fox River and western slough

- 1) Western slough at Shawano Avenue at Fire Station #3, West High School and Antoinette Street, Seymour Park at Ashland Avenue, South Broadway at Clinton Street, and West Mason Street and Maple Avenue
- 2) West Mason Street and South Oneida Street
- 3) Fox River at Crooks Street and South Washington Avenue
- 4) Fox River Trail at South Adams Street and Lawes Street
- 5) Colburn Park at north end

Coastal

- 1) Green Bay Metro Boat Launch
- 2) Eastshore Drive
- 3) Bay Beach Amusement Park
- 4) Transit Center at Quincy Street to Webster Avenue and Harvey Street to University Avenue
- 5) Beach Lane

East River

- 1) East River (east) from Hartung Street north of Mason Street to Allouez Avenue and Van Beaver Park
- 2) East River (west) at Cass Street and Goodall Street, Optimist Park, and Emilie Street
- 3) East Mason Street at Main Street, Lime Kiln Road, and Dian Street
- 5) Baird Creek Trail at Sullivan Park, Riverside Ballroom, and Main Street Bridge
- 6) Van Beek Road east of Manitowoc Road

Flood Resilience Actions

Through the workshops, staff identified and discussed the following list of near- and long-term actions to increase resilience for the City of Green Bay:

Planning and Policy

1. ***Adopt a No Adverse Impact development approach.*** The No Adverse Impact approach to floodplain management that ensures the action of any community or property owner, public or private, does not adversely impact the property rights of others. Noted that other municipalities across the watershed should participate in this approach as well in the long-term. Resources for the No Adverse Impact approach can be found at the Association for State Floodplain Managers [website](#).
2. ***Incorporate up-to-date and future flood risk into planning with the goal of minimizing risk.*** Resilient planning scenarios would account for the increased precipitation amount and intensity of recent years as well as anticipated future changes. The City can focus on this in the short-term, but staff recognized this should be looked at from a watershed scale in the long-term.
3. ***Encourage and/or incentivize low impact development and green stormwater infrastructure (GSI) in all development and redevelopment projects.*** In the short-term, implement this where possible internally and continue to work on policy changes in the long-term.
4. ***Develop a green stormwater infrastructure plan.*** Analyze locations within the City where GSI practices would be practical. Inventory and assess areas that have repeated flooding problems and identify GSI and low impact development strategies to minimize future events (Brown County hazard mitigation strategy). Staff noted that some GSI projects were already happening.
5. ***Provide education to residents on proper drainage and landscaping.*** The City often receives complaints about neighbors adding fill and changing flows or blocking flow paths. This is generally viewed as landscaping and is a private matter between residents. The City cannot enforce private drainage areas but could offer education on best practices. Enforcement is possible when actions about public properties, but staff time is needed to identify these problems. It was noted that there are currently several residents infringing on park property right now. Public education on this is a near-term action that could be taken, but long-term the City should also consider staffing, policy, and enforcement to address these issues.
6. ***Develop a post-disaster recovery plan.*** FEMA disaster relief funding is not guaranteed and is a lengthy process. Therefore, staff supported establishing flood event recovery actions and resources, including those that City Council could approve funds for directly. Staff noted that funds should be allocated for various levels and types of resiliency work, such as the restoration of land after building removal or relocation and home demolition in post-disaster areas. It was recognized that this is a long-term strategy in areas of the City that have had repetitive flooding.

Infrastructure

7. ***Continue to evaluate the impact of increasing frequency and intensity of precipitation on stormwater sewer capacity.*** Staff acknowledged that the City cannot redesign what is already in place. There were recommendations to consider designing new infrastructure for larger storm events and high bay levels and implementing other complementary solutions that reduce stress on the stormwater sewer system, such as increasing permeable surfaces. Staff recognized this as a long-term action, and noted that GSI was being implemented in a road project in 2022.

8. Complete modeling of stormwater sub-basins and sewersheds to assess and identify areas for strategic flood mitigation. Understanding how stormwater travels across the land and through the storm sewers is essential to identifying the best locations for traditional and GSI flood solutions. Flow path modeling can help visualize why stream or shoreline setbacks are essential to protect property from flooding and water resources from pollution.

9. Utilize green stormwater infrastructure practices to reduce runoff volume and flooding. Staff noted that implementing GSI is already occurring in the short-term, but they need more local stakeholders on board. Ideally, other communities should also be doing this, as practices in the upper watershed will benefit all.

Disaster Preparation and Response

10. Review process for all first responders before the next flood emergency and update roles. First responders include Fire, Police, Public Works and EMTs. The process should include advance warning systems, notifying public and staff at critical facilities, road closures, evacuation, clean-up. Mock flood response scenarios should be practiced. It is important to have an adaptable approach within the plan to accommodate the different scenarios that could occur during an emergency.

11. Develop an emergency operation plan or flood response plan that establishes a hierarchy of authority, identifies first responders, and lists contacts at critical facilities. Staff noted that most flood responses are at a sub-basin level to localized flooding. A larger “act of God” event would cause the need to create a watershed plan. This could start at the level of the City with other communities then brought into the conversation.

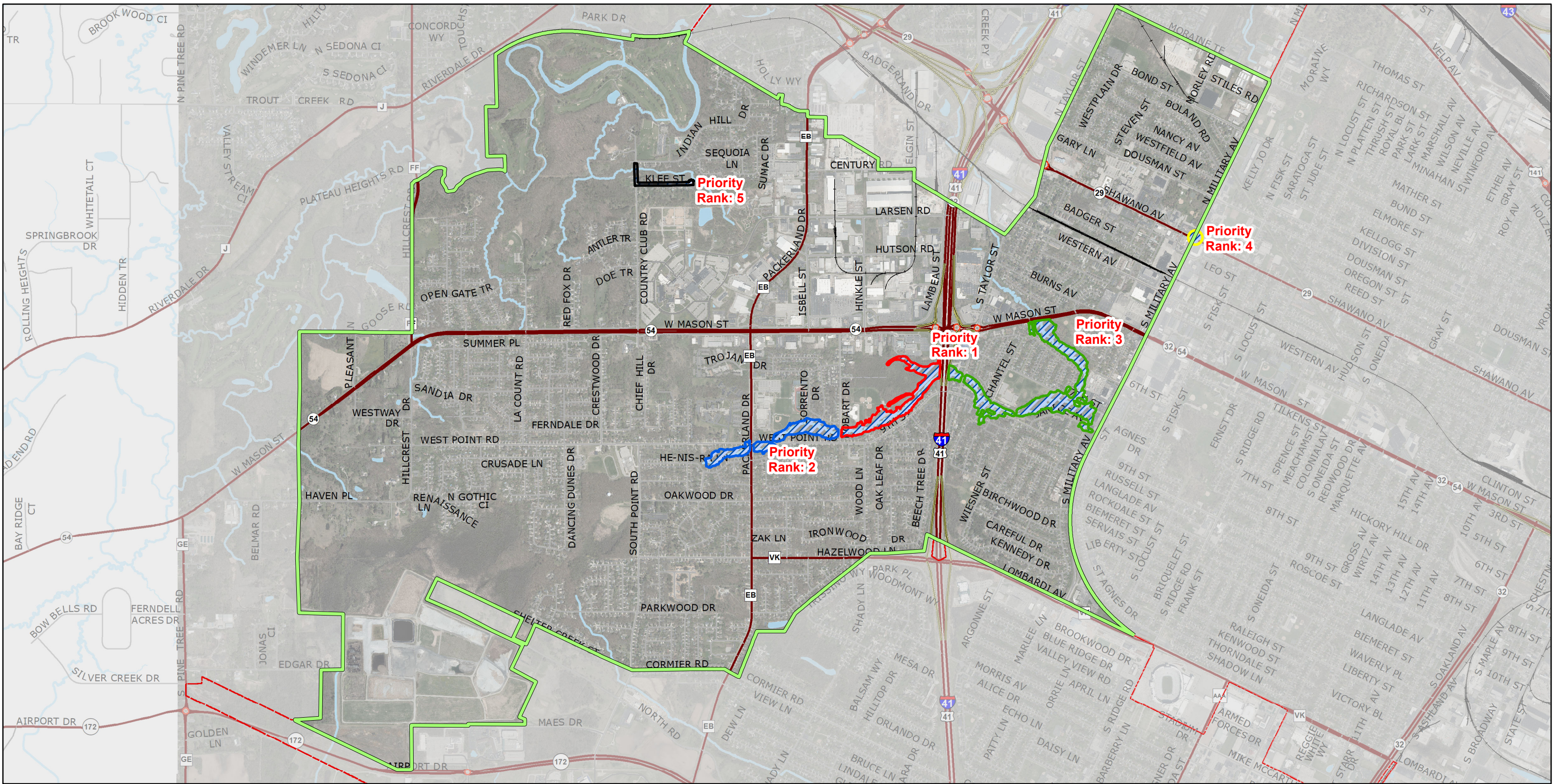
While a few of these actions stand alone, several themes did arise during the workshop. First, there is a need to incorporate up-to-date climate data and future projections into planning and design when possible (actions 2 and 7). Many of the hazards noted during the first workshop were exacerbated by increased precipitation and intensity of storm events. Second, there is great interest in increasing GSI and low impact development projects as a tool for mitigating flooding and increasing resiliency (actions 1, 3, 4, and 9). Lastly, planning as it relates to emergency response and chain of command should be completed, updated, and/or reviewed with staff (actions 10 and 11).

Future East River Collaborative Work

In conclusion, as the City of Green Bay determines how to move forward with the actions above, ERC partners will continue flood-mapping and flow modeling at the scale of the East River watershed through expansion of our East River modeling project and Brown County’s flood mapping initiative. We also continue to look for opportunities to promote nature-based solutions and the restoration and preservation of natural infrastructure within the watershed, and intend to develop an implementation plan for the East River that would help in siting projects to reduce or mitigate flood impacts. Additionally, we will continue to support dialogue about future sustainable growth and development at the county and watershed scale and how to begin addressing collective concerns from the East River communities.

The East River Collaborative is supported in partnership by:





0 2,200 4,400
1" = 2,200'
1:26,400

Legend

Flooding Location of Highest Concern

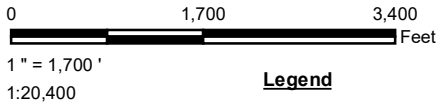
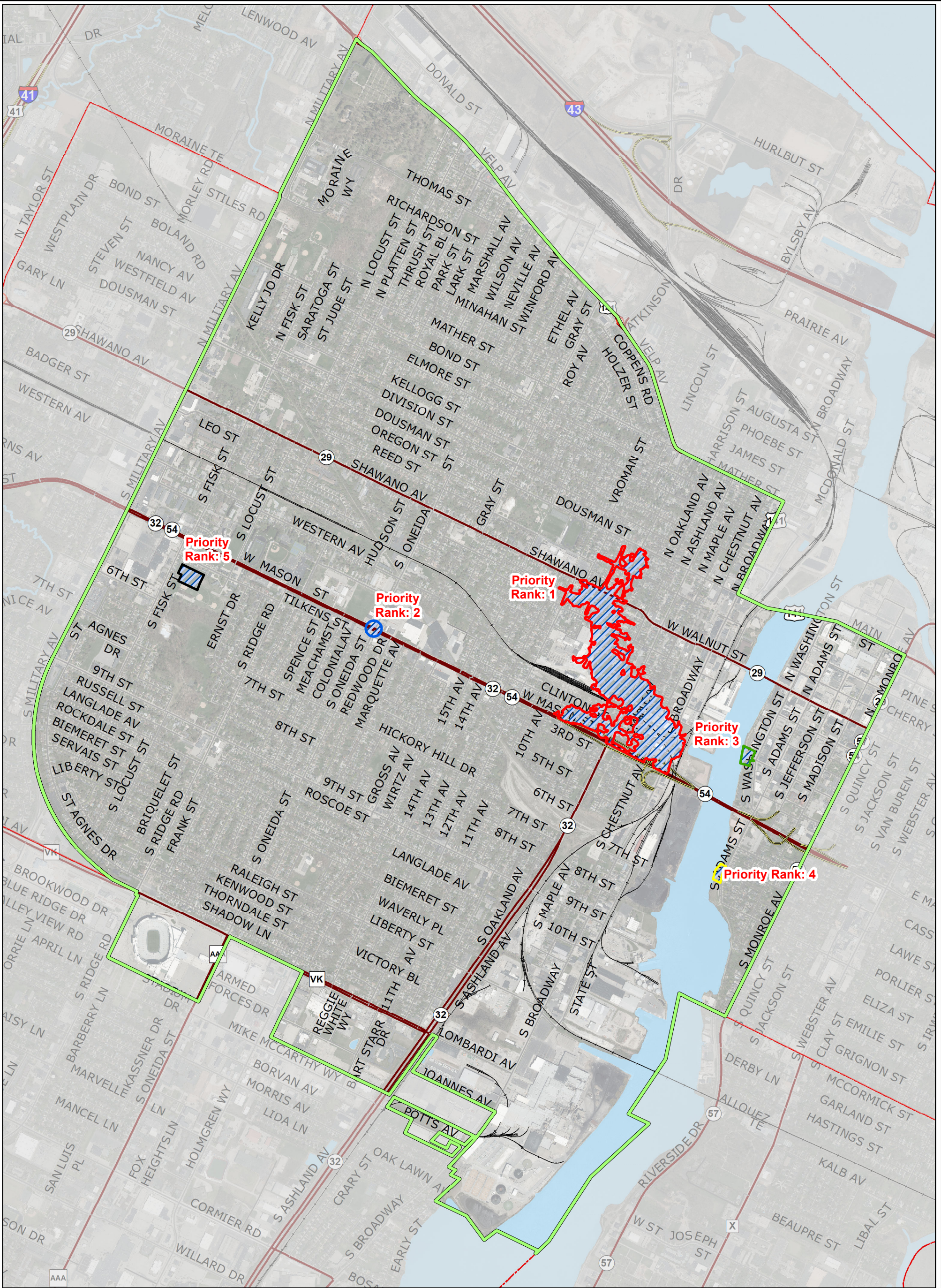
Rank

-  1 Beaver Dam Park
-  2 Beaver Dam Creek at He-Nis-Ra Lane between Forestville Drive and Hobart Drive
-  3 Beaver Dam Creek east of I-41
-  4 Shawano and Military Avenue
-  5 Country Club Road south of Indian Hill Drive to Klee Street

Beaver Dam Creek and Duck Creek Area City of Green Bay

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 Public Works, KWAYNE
Date Printed: 16 Aug 2022
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Legend

Flooding Location of Highest Concern

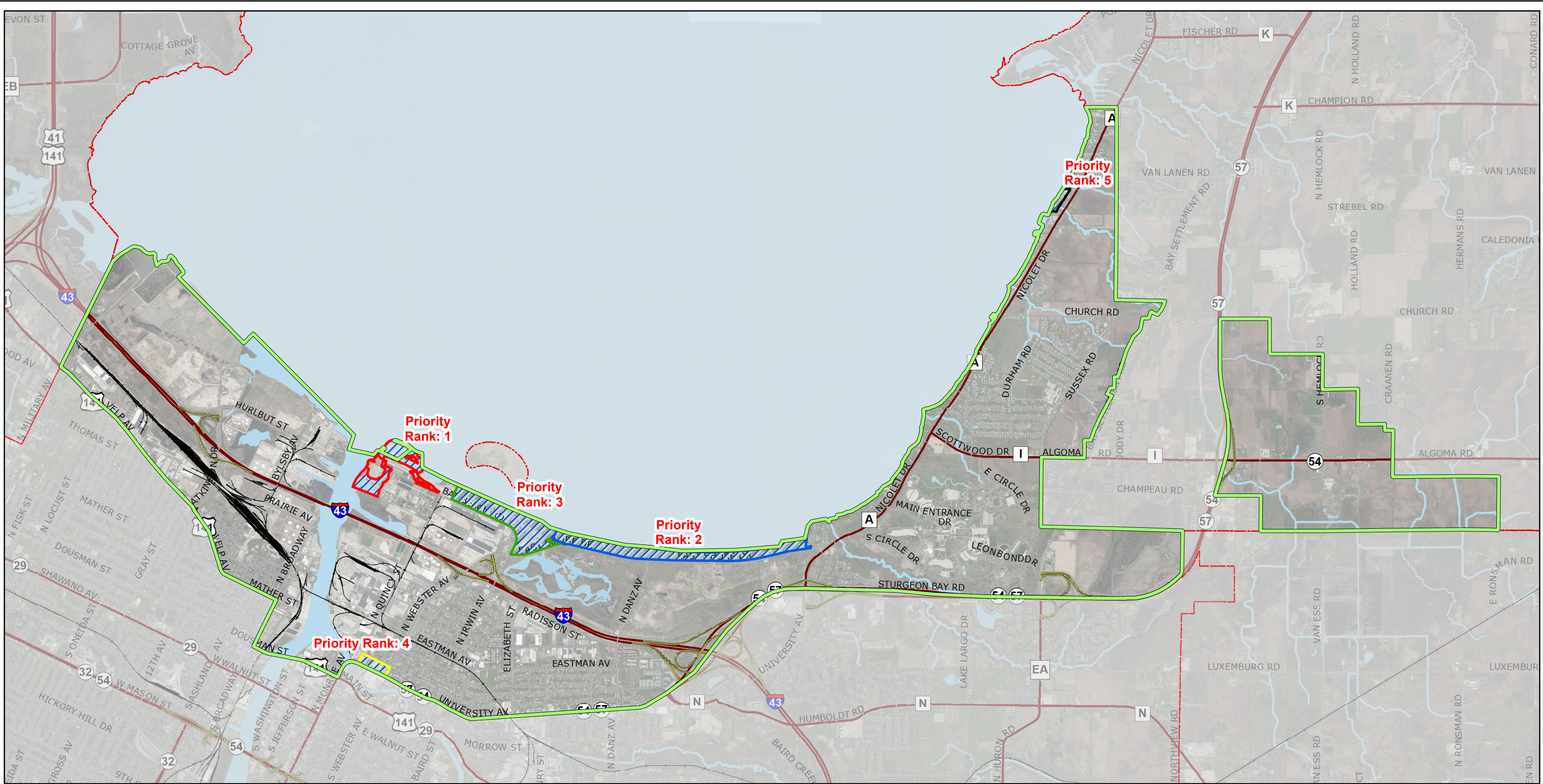
Rank

-  1 Western slough at Shawano Avenue at Fire Station #3, West High School and Antoinette Street, Seymour Park at Ashland Avenue, Aouth Boradway at Clinton Street and West Mason Street and Maple Avenue
-  2 West Mason Street and South Oneida Street
-  3 Fox River at Crooks Street and South Washington Avenue
-  4 Fox River Trail at South Adams Street and Lawe Street
-  5 Colburn Park at north end

Fox River and Western Slough Area City of Green Bay

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Map prepared by City of Green Bay Department of Public Works, KWAYNE
Date Printed: 16 Aug 2022
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0 3,500 7,000
Feet
1" = 3,500'
1:42,000

Legend

Flooding Location of Highest Concern

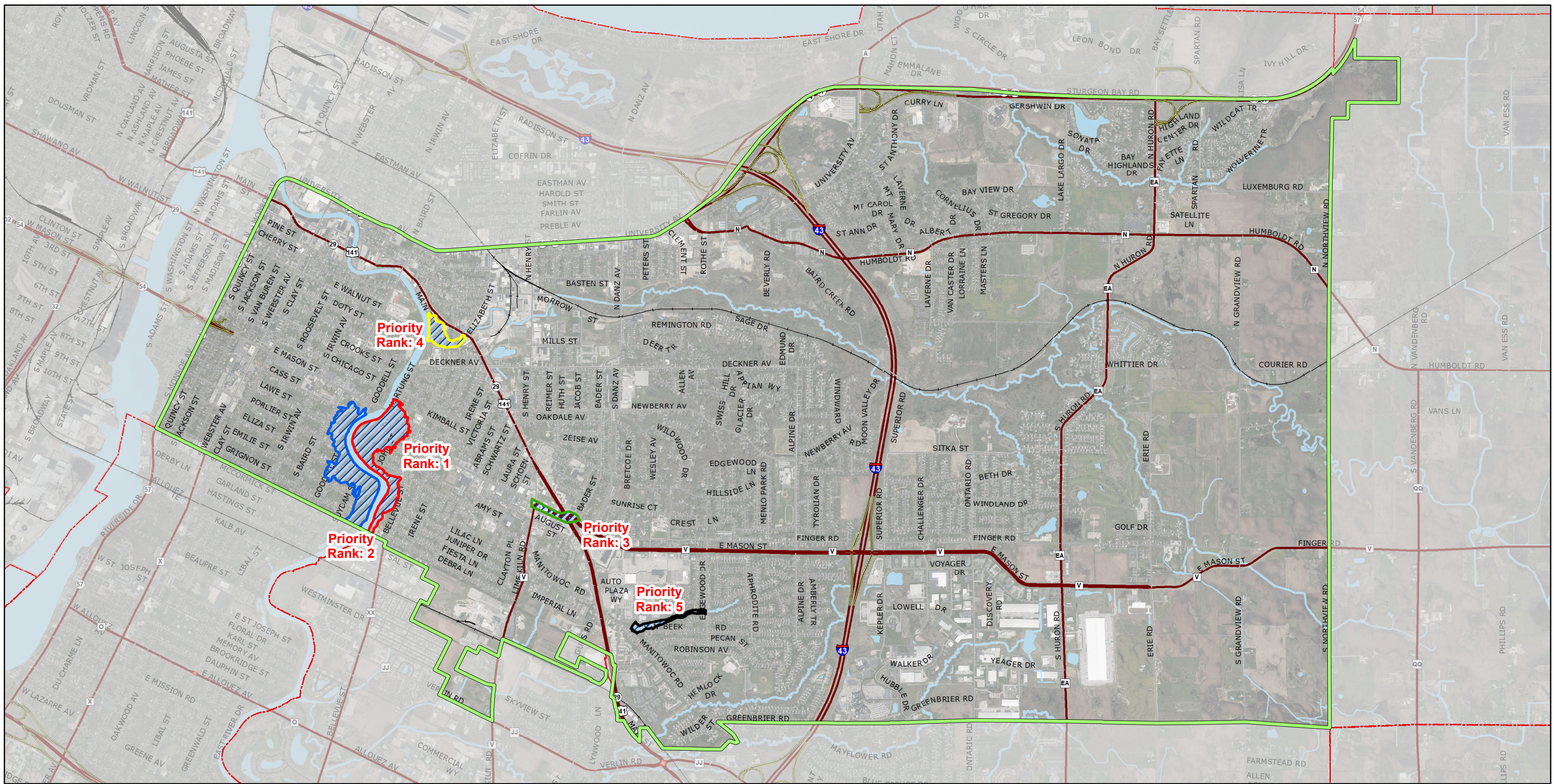
Rank

-  1 Green Bay Metro Boat Launch
-  2 East Shore Drive
-  3 Bay Beach Amusement Park
-  4 Transit Center at Quincy Street to Webster Avenue & Harvey Street to University Avenue
-  5 Beach Lane

Coastal Area City of Green Bay

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Map prepared by City of Green Bay Department of Public Works, KWAYNE
Date Printed: 16 Aug 2022
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0 2,800 5,600
1" = 2,800'
1:33,600

Legend

Flooding Location of Highest Concern

Rank

-  1 East River (east) from Hartung Street north of Mason Street to Van Beaver Park
-  2 East River (west) at Cass Street and Goodell Street, Optimist Park, and Emilie Street
-  3 East Mason Street at Main Street, Lime Kiln Road, and Diane Street
-  4 Baird Creek Trail at Sullivan Park, Riverside Ballroom, and Main Street Bridge
-  5 Van Beek Road east of Manitowoc Road

East River Area City of Green Bay

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Map prepared by City of Green Bay Department of Public Works, KWAYNE
Date Printed: 16 Aug 2022
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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.

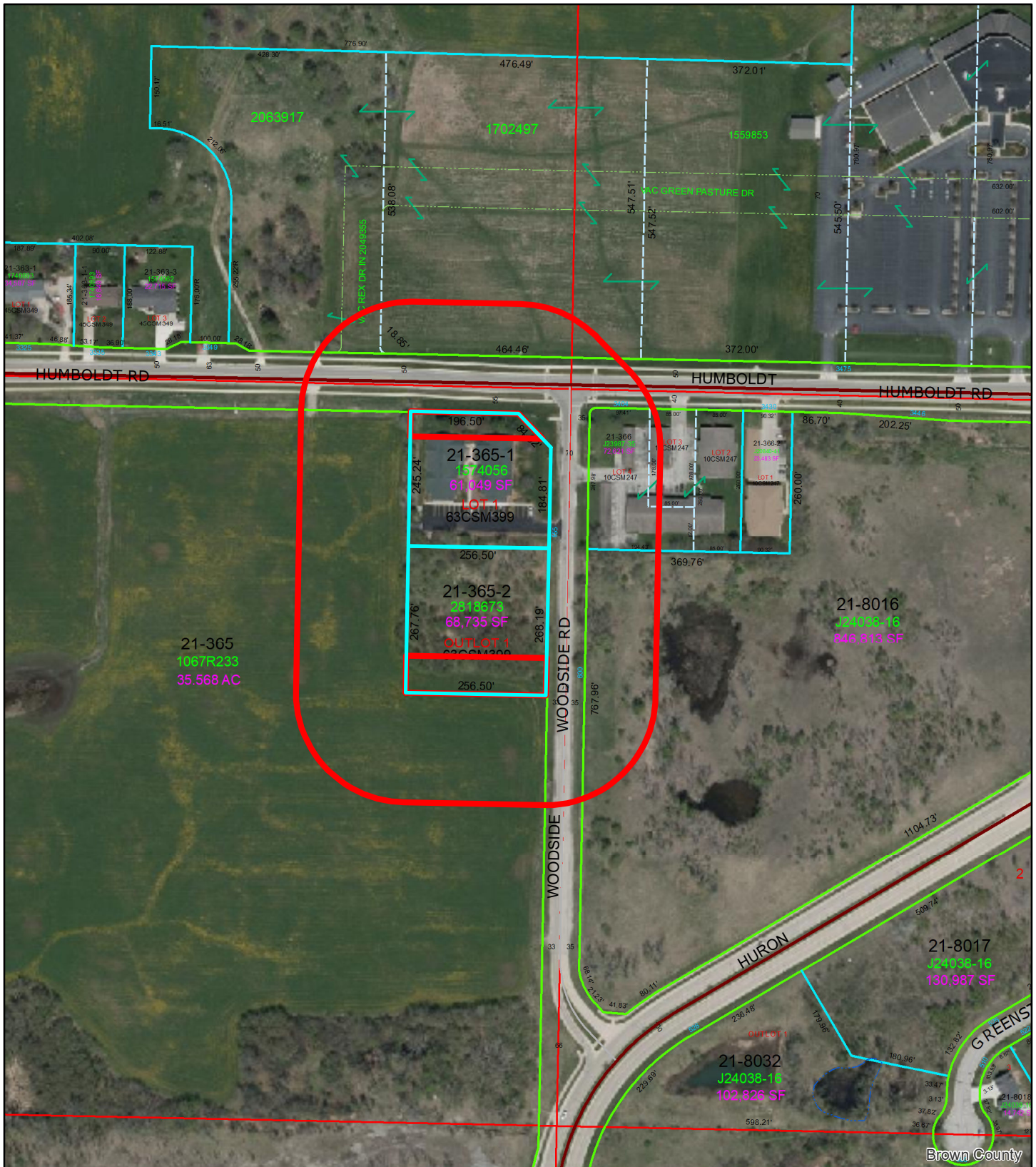
APPROVED:

Mayor

ATTEST:

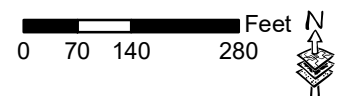
Clerk

Enclosure – Map



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

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



- Impacted Properties
- 200-ft. Notification Area

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:

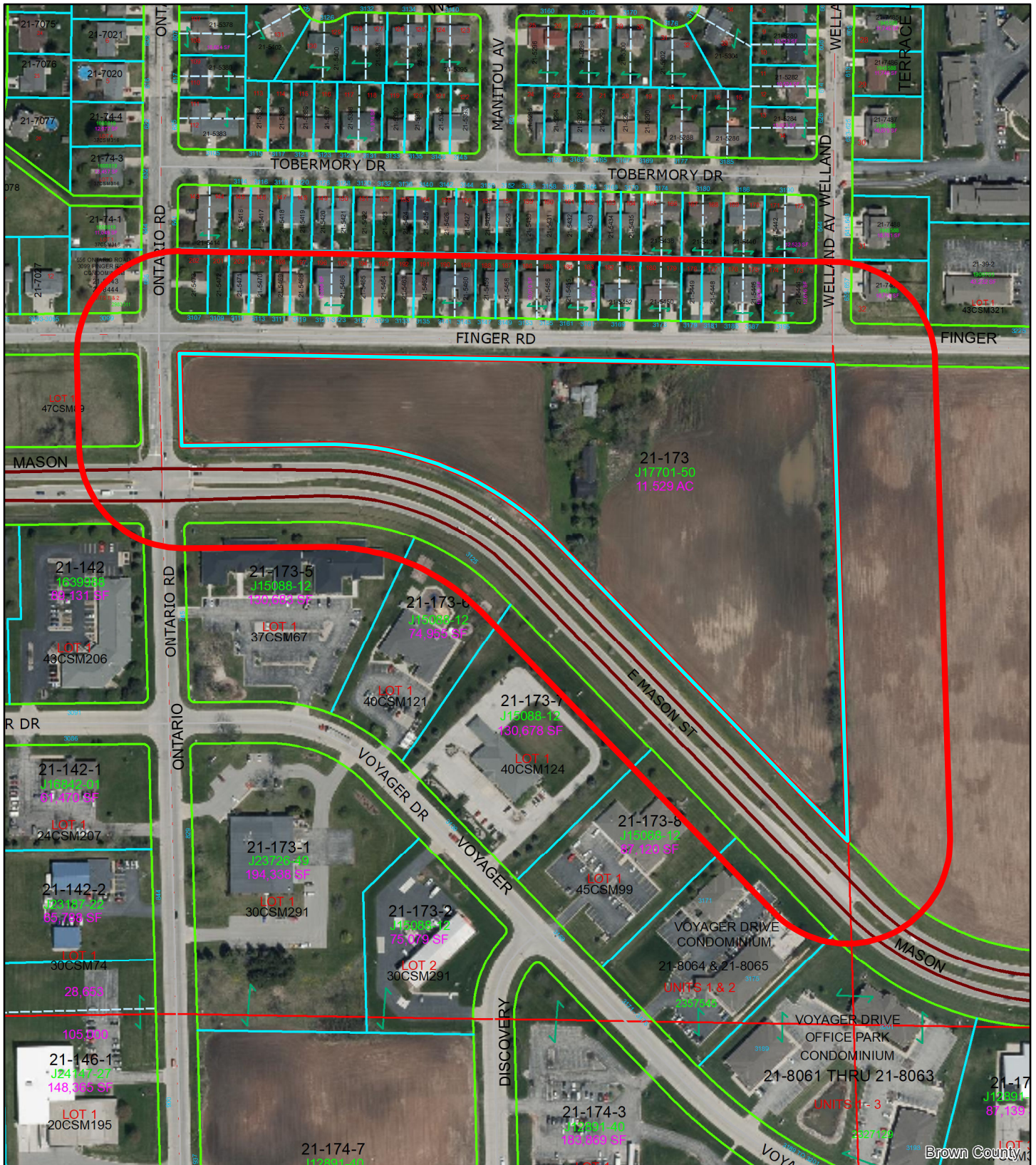
Mayor

ATTEST:

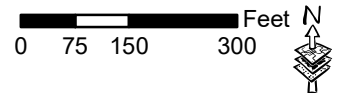
Clerk

sjh

Attachment – Map



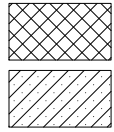
(ZP 22-18) Rezone to C1 for 3164 Finger Road



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- 3164 Finger Road
- 200-ft. Notification Area

EXHIBIT



OR ZONING AREA (129,315 SF)

C-1 ZONING AREA (372,905 SF)



NW COR.
SEC. 11,
T23N-R21E

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

S89°04'40"E 1313.29'

S89°04'40"E 1273.46'

FINGER ROAD

NW-NW

S01°46'36"E
40.04'

LOT 1
47-CSM-89

ONTARIO ROAD
N01°29'41"W 178.98'

631.60'
S89°27'55"W 277.55'
501.47'
N00°55'17"E
200.00'
200.22'
N89°04'40"W 651.28'

LOT 1
43-CSM-206

LOT 1
37-CSM-67

LOT 1
40-CSM-121

CURVE DATA:
ARC=501.47'
RADIUS=620.00'
CHORD DIST.=487.91'
CHORD BEARING=N67°21'49"W
CENTRAL ANGLE=46°20'32"

LOT 1
40-CSM-124

EAST MASON STREET / CTH V
N44°11'33"W 817.13'

LOT 1
45-CSM-99

S01°46'36"E 929.95'
729.73'

UNPLATTED LANDS

SHEET: 1 OF 1

PROJECT NO. 1925-01-21

DRAWING NO. 1695A

SCALE:

1"=40'

CLIENT: NVLOC 1, LLC

DRAFTED BY: RJO

TAX PARCEL NO.: 21-173

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2260 Salescheller Court Green Bay, WI
54313 PH920-569-5765; Fax 920-569-5767
www.machiv.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

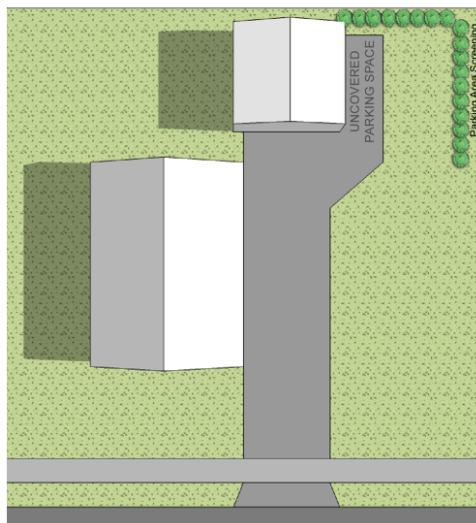
THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

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

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.

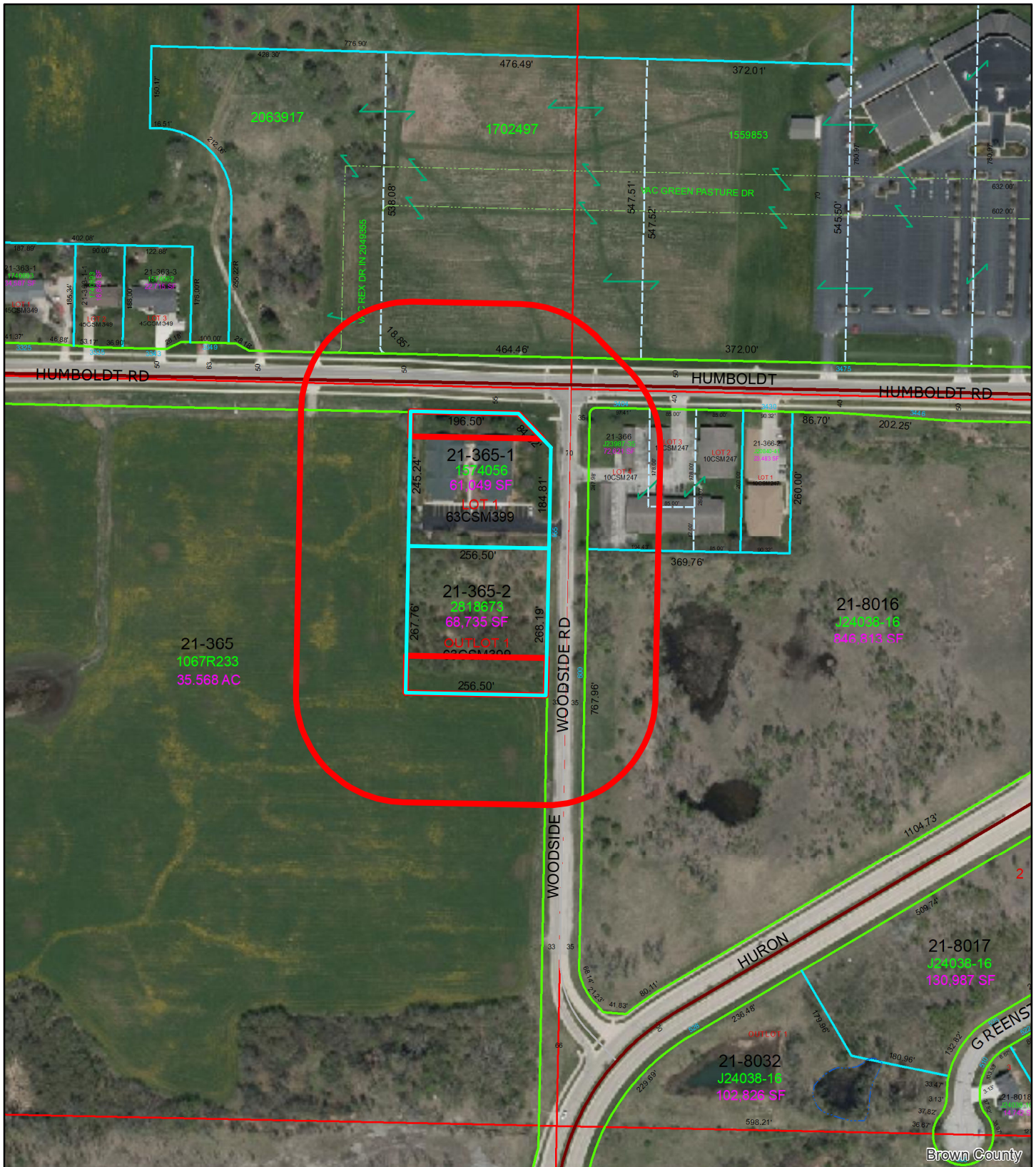
APPROVED:

Mayor

ATTEST:

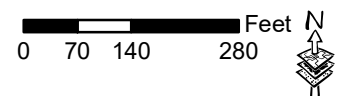
Clerk

Enclosure – Map



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

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- Impacted Properties
- 200-ft. Notification Area

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) District:

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.

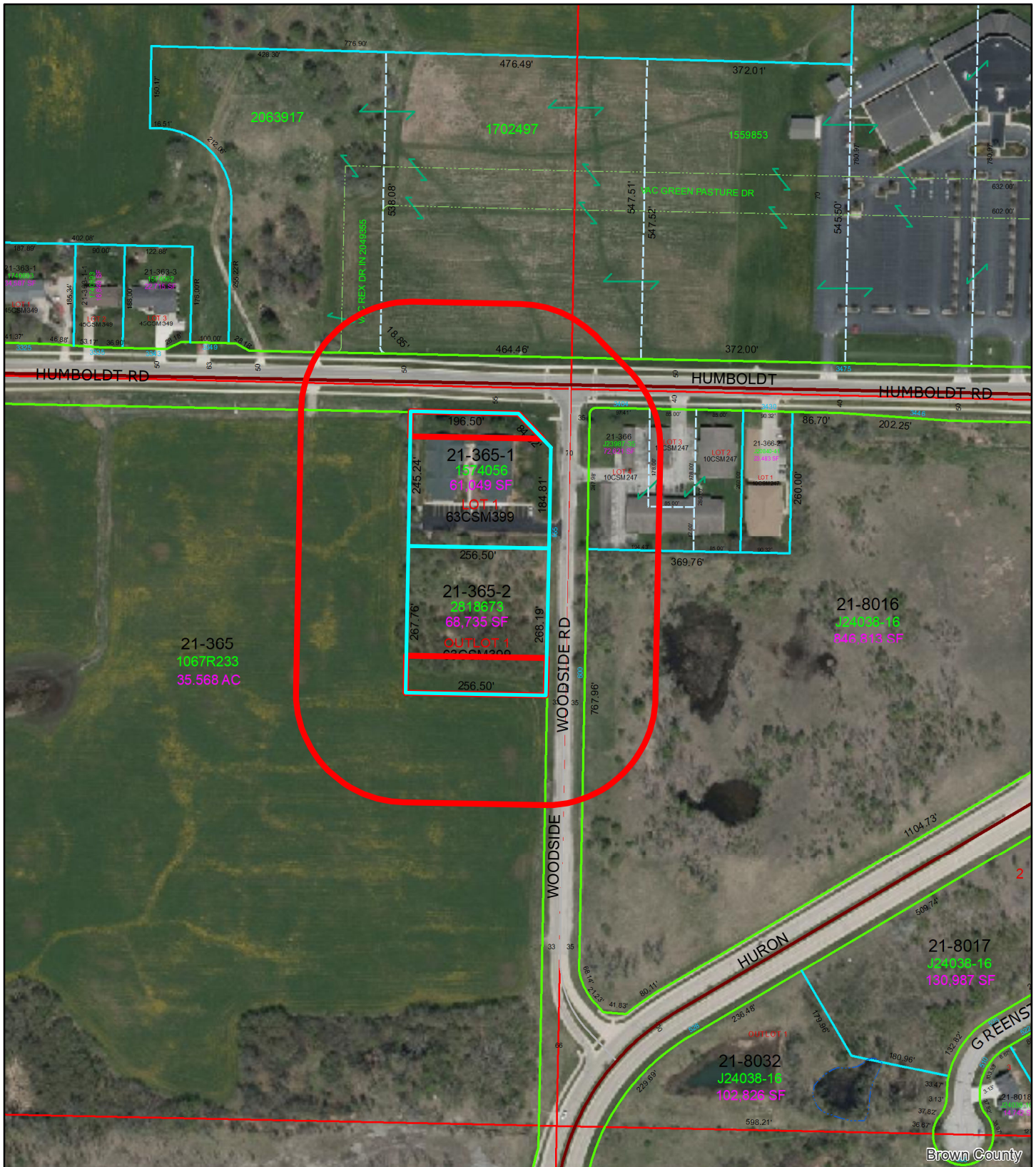
APPROVED:

Mayor

ATTEST:

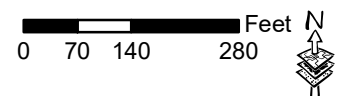
Clerk

sjh
Attachment – Map



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

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- Impacted Properties
- 200-ft. Notification Area

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:

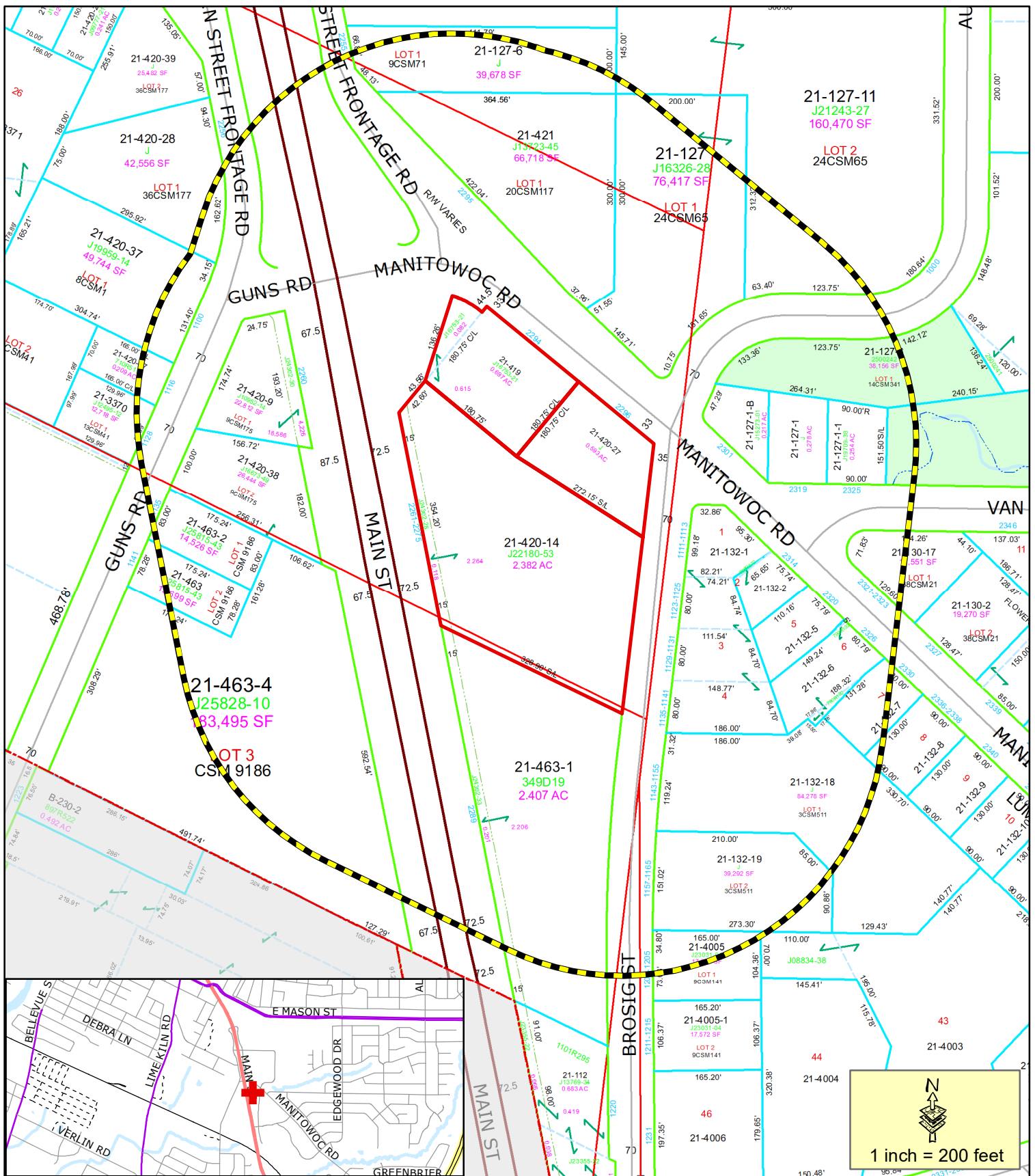
Mayor

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



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=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

Meeting ID: 841 3767 5822

Passcode: 483400

One tap mobile

+1 312 626 6799,,841 3767 5822# US (Chicago)

+1 646 876 9923,,841 3767 5822# 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/j/84137675822?pwd=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

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 Goepner, Holiday Superstores LLC on behalf of Michael Bultman and Johnson Family Bypass Trust, 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



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 30, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # M.1

To approve the Allocation Amendment Resolution and to amend the Project Plan for TID Four (4) Downtown to TID Twenty-Two (22). (08/09/2022)

BACKGROUND

Staff is proposing that \$1 million (\$1,000,000) from TID 4 be transferred to TID 22 to aid in the lost revenue due to project delays related to the pandemic, and the increase in materials cost for projects for public improvements in the Shipyard.

RECOMMENDATION

Approval of the Allocation Amendment Resolution and to amend the Project Plan for TID Four (4) Downtown to TID Twenty-Two (22).

FISCAL IMPACT

The City has contracted with Ehler's to provide the fiscal analysis confirming the financial viability of the proposed allocation amendment, and has confirmed that adequate funds are available in TID 4

ATTACHMENTS

1. TID 4 Project Plan Amended RDA Draft 2002
2. Green Bay TID 4 071922
3. TID 4 Project Plan Amendment City Attorney Letter DRAFT 2022
4. TID 4 RDA Resolution Allocation Amendment 08092022



City of Green Bay
Department of Community and Economic Development

Tax Increment District Four (4)

Downtown/ Washington Apartments

Amended **PROJECT PLAN** *RDA Public Hearing Draft*

City of Green Bay, Wisconsin
August 9, 2022

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Bradley Klingsporn, *Brown County*
Josh Patchak, *Green Bay Area Public School District*
Bob Mathews, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay

Eric Genrich, *Mayor*
Jennifer Grant, *District 1*
Jim Hutchison, *District 2*
William Morgan, *District 3*
Bill Galvin, *District 4*
Craig Stevens, *District 5*
Steve Campbell, *District 6*
Randy Scannell, *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9, Vice President*
Mark Steuer, *District 10*
Melinda Eck, *District 11*
Jesse Brunette, *District 12, President*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Melanie Parma
Alderperson Randy Scannell, *District 7*
Kathy Hinkfuss
Deby Dehn
Jessica Ganther

This Project Plan was prepared by:
Neil Stechschulte, *Development Director*
Erin Roznik, *Design Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*
Tom Giese, *Right-of-Way Specialist*

Table of Contents

Summary of Findings4

Proposed Amendment5

Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Four (4), (“TID 4”), Downtown/Washington Apartments on January 20, 1998; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 4 on Monday, June 29, 2020; and
3. The RDA proposed allocating excess incremental property taxes from TID 4 to Tax Increment District Number Twenty-two (“TID 22”), the Shipyard; and
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On August 9, 2022, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 4, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City’s official paper, the Press Times; and
 - 4.3. On Friday, July 22, 2022, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Original Project Plan and the Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 4; and
 - 5.5. A map showing proposed improvements and uses in TID 4; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 4 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 4 promotes the orderly development of the City; and
 - 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. The Amended Project Plan demonstrates that TID 4 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
 - 6.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 4 has satisfied all of its current year debt service and project cost obligations; and
 - 6.3. Prior to the mandatory termination date of September 17, 2046, TID 22 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.4. The mandatory termination date for TID 4 is January 20, 2025; and
 - 6.5. The mandatory termination date for TID 22 is September 17, 2046; and
 - 6.6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 4 to TID 22; and
 - 6.7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 4 and TID 22, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
 - 6.8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 4 and TID 22; and

- 6.9. The economic benefits of both TID 4 and TID 22, as measured by increased property value, employment, and income,
 - 6.9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.10. The TID 4 and TID 22 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.

Proposed Amendment

Amend the Non-Project Costs section of the TID 4 Project Plan to include an allocation, in an amount not to exceed one million dollars (\$1,000,000.00), from TID 4 to TID 22, for the purposes of blight elimination in TID 22, which is consistent with the purpose for which TID 22 was created.

City of Green Bay, Wisconsin

Tax Increment District No. 4

Cash Flow Projection

Year	Projected Revenues				Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Other Revenue	Total Revenues	Taxable General Obligation Refunding Bonds, Series 2012D 1,975,000 Dated Date: 06/05/15 Principal	Donations to TID 22	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2020	529,706	2,278	1,071	533,054	200,000		14,509	214,509	318,545	414,209	1,000,000	2020
2021	541,571	1,098	(3,320)	539,349	200,000		9,487	209,487	329,862	744,071	800,000	2021
2022	535,824	7,441	1,071	544,336	200,000	1,000,000	5,800	1,205,800	(661,464)	82,607	600,000	2022
2023	543,861	826	1,071	545,759	200,000		5,950	205,950	339,809	422,416	400,000	2023
2024	552,019	4,224	1,071	557,315	200,000		5,800	205,800	351,515	773,931	200,000	2024
2025	560,300	7,739	1,071	569,110	200,000	925,000	12,500	1,137,500	(568,390)	205,541	0	2025
Total	3,263,281	23,606	2,036	3,288,923	1,200,000	1,925,000	54,046	3,179,046				Total

Notes:

Bolded rows represent actual information per the TID Annual Report (Form PE-300).

Projected TID Closure

August ___, 2022

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Amended Project Plan
Tax Increment District No. 4
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed amended project plan for Tax Increment District No. 4 City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted an amended project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on August 9, 2022. Resolutions adopting the amended project plan and authorizing allocation of positive tax increments from TID 4 to TID 22 will be considered by the Common Council on the evening of August 30, 2022.

I have examined the amended project plan and find that, together with the original project plan, it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Redevelopment Authority
of the City of Green Bay

RESOLUTION 2022-01
REGARDING AN ALLOCATION AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER FOUR (4)
DOWNTOWN ("TID 4")

August 9, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Four (4) Downtown ("TID 4"), on January 20, 1998; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 4 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 4 Downtown to Tax Increment District Number Twenty-Two (2) Shipyard (TID 22") for purposes of blight elimination and public infrastructure costs; and

WHEREAS, the boundaries of TID 4 are not changing with the proposed amendment; and

WHEREAS, on Thursday, June 23, 2022, the Joint Review Board ("JRB") of the City of Green Bay convened to elect a Chair, select a public member to the Board, and discuss the proposed Allocation Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, July 22, 2022, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City's official paper, the Press Times; and
3. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, August 9, 2022, at 1:30 p.m., held a public hearing on the proposed amendments to TID 4, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 4; and
5. A map showing proposed improvements and uses in TID 4; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 4 will not exceed thirty-five percent (35%); and

7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 4 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 4 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 4 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 22 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 22 would require the delay of closing of TID 22; and
4. The mandatory termination date for TID 4 is January 20, 2025; and
5. The mandatory termination date for TID 22 is September 17, 2046; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 4 to TID 22 as a blighted or rehabilitation TID; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 4 and TID 22, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 4 and TID 22; and
9. The economic benefits of both TID 4 and TID 22, as measured by increased property value, employment, and income,
 - 9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 4 and TID 22 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the amendment of the Non-Project Costs section of the TID 4 Project Plan to include an allocation, in an amount not to exceed one million dollars (\$1,000,000.00), from TID 4 to TID 22, for the purposes of blight elimination and public infrastructure costs related to the implementation of Shipyard Phase I public improvements, which is consistent with the purpose for which TID 22 was created; and forwards this amendment for consideration by the Green Bay City Council and the Green Bay Joint Review Board.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 30, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # M.2

To approve the amendment to the Project Plan for TID Ten (10) Main Street and East Mason Street to add eligible projects as presented, and adopt the required resolution for the amendment. (08/09/2022)

BACKGROUND

Staff is proposing that four million dollars (\$4,000,000) in additional projects be added to the eligible projects list identified within TID 10. These include but are not limited to the following Public Works Improvements: storm water management, flood control, pedestrian enhancements, street improvements, public utility improvements, streetscape improvements and other general public infrastructure as may be needed throughout TID 10 to meet the redevelopment objectives for this area.

These projects were delayed or have increased in cost due to the pandemic.

RECOMMENDATION

Staff recommends approval of the amendment to the Project Plan for TID Ten (10) Main Street and East Mason Street to add eligible projects as presented, and adopt the required resolution for the amendment.

FISCAL IMPACT

The City has contracted with Ehler's to provide the fiscal analysis confirming the financial viability of the proposed project plan amendment, and has confirmed that adequate funds are available in TID 10.

ATTACHMENTS

1. TID 10 Project Plan Amended RDA Draft 2022
2. Green Bay TID 10 071922
3. TID 10 Project Plan Amendment City Attorney Letter DRAFT 2022
4. TID 10 RDA Resolution Allocation Amendment 08092022



City of Green Bay
Department of Community and Economic Development

Tax Increment District Ten (10)

Main Street and Mason Street

Amended **PROJECT PLAN** *RDA Public Hearing Draft*

City of Green Bay, Wisconsin August 9, 2022

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Bradley Klingsporn, *Brown County*
Josh Patchak, *Green Bay Area Public School District*
Bob Mathews, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay

Eric Genrich, *Mayor*
Jennifer Grant, *District 1*
Jim Hutchison, *District 2*
William Morgan, *District 3*
Bill Galvin, *District 4*
Craig Stevens, *District 5*
Steve Campbell, *District 6*
Randy Scannell, *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9, Vice President*
Mark Steuer, *District 10*
Melinda Eck, *District 11*
Jesse Brunette, *District 12, President*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Melanie Parma
Alderperson Randy Scannell, *District 7*
Kathy Hinkfuss
Deby Dehn
Jessica Ganther

This Project Plan was prepared by:
Neil Stechschulte, *Development Director*
Erin Roznik, *Design Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*
Tom Giese, *Right-of-Way Specialist*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Ten (10) (“TID 10”), Main Street and Monroe Street on August 17, 2004; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 10 on Monday, June 29, 2020; and
3. The RDA proposed adding Improvement #10: Other Public Infrastructure projects for purposes of storm water management, flood control, pedestrian enhancements, street improvements, public utility improvements, streetscape improvements and other general public infrastructure as may be needed to throughout TID 10 to meet the redevelopment objectives for this area.
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On August 9, 2022, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 10, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City’s official paper, the Press Times; and
 - 4.3. On Friday, July 22, 2022, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Original Project Plan and the Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 10; and
 - 5.5. A map showing proposed improvements and uses in TID 10; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 10 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 10 promotes the orderly development of the City; and
 - 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. The Amended Project Plan demonstrates that TID 10 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
 - 6.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 10 is projected to satisfy all of its current year debt service and project cost obligations; and
 - 6.3. Prior to the mandatory termination date of August 17, 2031, TID 10 is projected to have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.4. The mandatory termination date for TID 10 is August 17, 2031; and
 - 6.5. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 10 as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
 - 6.6. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 10; and

- 6.7. The economic benefits of TID 10 as measured by increased property value, employment, and income,
 - 6.7.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.7.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.8. The TID 10 Project Plans is feasible and in conformity with the City *Comprehensive Plan*.

Proposed Amendment

Amend the Project Costs section of the TID 10 Project Plan to include the following:

Improvement #10: Other Public Infrastructure

Location: District-wide

Description: Other miscellaneous public infrastructure projects as may be needed to throughout TID 10 to meet the redevelopment objectives for this area. (\$4 million)

Public Works or Improvements: Storm water management, flood control, pedestrian enhancements, street improvements, public utility improvements, streetscape improvements and other general public infrastructure as may be needed throughout the TID 10 to meet the redevelopment objectives for this area

City of Green Bay, Wisconsin

Tax Increment District No. 10

Cash Flow Projection

Year	Projected Revenues				Expenditures				Balances		Year
	Tax Increments	Interest Earnings/ (Cost)	Other Revenue	Total Revenues	G Bader 1901 M Street	Stormwater Improvements	Admin.	Total Expenditures	Annual	Cumulative	
2020	220,374	4,645	8,232	233,252	21,026		19,575	40,601	192,650	899,314	2020
2021	251,991	1,596	8,785	262,372	21,507		23,088	44,595	217,777	1,117,091	2021
2022	291,244	11,171	9,499	311,914	21,937	400,000	21,088	443,025	(131,111)	985,980	2022
2023	295,613	9,860	9,499	314,972	16,460	400,000	21,088	437,548	(122,576)	863,404	2023
2024	300,047	8,634	3,652	312,333		400,000	21,088	421,088	(108,755)	754,649	2024
2025	304,548	7,546	3,652	315,746		400,000	21,088	421,088	(105,342)	649,307	2025
2026	309,116	6,493	3,652	319,261		400,000	21,088	421,088	(101,827)	547,479	2026
2027	313,752	5,475	3,652	322,879		400,000	21,088	421,088	(98,209)	449,271	2027
2028	318,459	4,493	3,652	326,603		400,000	21,088	421,088	(94,485)	354,786	2028
2029	323,236	3,548	3,652	330,435		400,000	20,800	420,800	(90,365)	264,421	2029
2030	328,084	2,644	3,652	334,380		400,000	20,800	420,800	(86,420)	178,002	2030
2031	333,005	1,780	3,652	338,437		400,000	27,650	427,650	(89,213)	88,789	2031
2032	338,001	888	3,652	342,540			17,750	17,750	324,790	413,579	2032
Total	3,927,469	68,773	68,883	4,065,125	80,930	4,000,000	277,279	4,358,209			Total

Notes:

Bolded rows represent actual information per the TID Annual Report (Form PE-300).

Projected TID Closure

August ___, 2022

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Amended Project Plan
Tax Increment District No. 10
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed amended project plan for Tax Increment District No. 10 City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted an amended project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on August 9, 2022. Resolutions adopting the amended project plan to add additional project costs for Other Public Infrastructure will be considered by the Common Council on the evening of August 30, 2022.

I have examined the amended project plan and find that, together with the original project plan, it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Redevelopment Authority
of the City of Green Bay

RESOLUTION 2022-02
REGARDING A PROJECT PLAN AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER TEN (10) ("TID 10")

August 9, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Ten (10) Main Street and Mason Street ("TID 10"), on August 17, 2004; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 10 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed adding an addition project to the Project Cost section of the Project Plan for Other Public Infrastructure; and

WHEREAS, the boundaries of TID 10 are not changing with the proposed amendment; and

WHEREAS, on Thursday, June 23, 2022, the Joint Review Board ("JRB") of the City of Green Bay convened to and discuss the proposed Project Plan Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, July 22, 2022, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City's official paper, the Press Times; and
3. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, August 9, 2022, at 1:30 p.m., held a public hearing on the proposed amendments to TID 10, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 10; and
5. A map showing proposed improvements and uses in TID 10; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 10 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and

9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 10 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 10 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 10 has satisfied all of its current year debt service and project cost obligations; and
3. The mandatory termination date for TID 10 is August 17, 2031 and
4. That “but for” the adoption of an Allocation Amendment, the development projected to occur in TID 10, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
5. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 10; and
6. The economic benefits of TID 10 as measured by increased property value, employment, and income,
 - 6.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
7. The TID 10 Project Plan is feasible and in conformity with the *City Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the amendment of the Project Costs section of the TID 10 Project Plan to include an amount not to exceed four million dollars (\$4,000,000.00) for the purposes of additional public infrastructure costs related to the Main Street and Mason Street area, which is consistent with the purpose for which TID 10 was created; and forwards this amendment for consideration by the Green Bay City Council and the Green Bay Joint Review Board.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 30, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # M.3

To approve the Allocation Amendment Resolution and amendment of the Project Plan to allow for the allocation of funds from TID Twelve (12) I-43 Industrial Park to TID Twenty-Two (22). (08/09/2022)

BACKGROUND

Staff is proposing that some funds from TID 12 be transferred to TID 22 to aid in the lost revenue due to project delays related to the pandemic, and the increase in materials cost for projects in the Shipyard.

RECOMMENDATION

Approval of the Allocation Amendment Resolution and amendment of the Project Plan to allow for the allocation of funds from TID Twelve (12) to TID Twenty-Two (22).

FISCAL IMPACT

The City has contracted with Ehler's to provide the fiscal analysis confirming the financial viability of the proposed project plan amendment, and has confirmed that adequate funds are available in TID 12.

ATTACHMENTS

1. TID 12 Project Plan Amended RDA Draft 2022
2. Green Bay TID 12 071922
3. TID 12 Project Plan Amendment City Attorney Letter DRAFT 2022
4. TID 12 RDA Resolution Allocation Amendment 08092022



City of Green Bay
Department of Community and Economic Development

Tax Increment District Twelve (12)

I-43 Industrial Park

Amended **PROJECT PLAN** *RDA Public Hearing Draft*

City of Green Bay, Wisconsin
August 9, 2022

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Bradley Klingsporn, *Brown County*
Josh Patchak, *Green Bay Area Public School District*
Bob Mathews, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay

Eric Genrich, *Mayor*
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William Morgan, *District 3*
Bill Galvin, *District 4*
Craig Stevens, *District 5*
Steve Campbell, *District 6*
Randy Scannell, *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9, Vice President*
Mark Steuer, *District 10*
Melinda Eck, *District 11*
Jesse Brunette, *District 12, President*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Melanie Parma
Alderperson Randy Scannell, *District 7*
Kathy Hinkfuss
Deby Dehn
Jessica Ganther

This Project Plan was prepared by:
Neil Stechschulte, *Development Director*
Erin Roznik, *Design Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*
Tom Giese, *Right-of-Way Specialist*

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Summary of Findings4

Proposed Amendment5

Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Twelve (12) (“TID 12”), 1-43 Industrial Park on January 20, 1998; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 12 on Monday, June 29, 2020; and
3. The RDA proposed allocating excess incremental property taxes from TID 12 to Tax Increment District Number Twenty-two (“TID 22”), the Shipyard; and
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On August 9, 2022, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City’s official paper, the Press Times; and
 - 4.3. On Friday, July 22, 2022, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Original Project Plan and the Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 12; and
 - 5.5. A map showing proposed improvements and uses in TID 12; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 12 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 12 promotes the orderly development of the City; and
 - 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
 - 6.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
 - 6.3. Prior to the mandatory termination date of September 17, 2046, TID 22 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.4. The mandatory termination date for TID 12 is September 6, 2025; and
 - 6.5. The mandatory termination date for TID 22 is September 17, 2046; and
 - 6.6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 22; and
 - 6.7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 12 and TID 22, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
 - 6.8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 12 and TID 22; and

- 6.9. The economic benefits of both TID 12 and TID 22, as measured by increased property value, employment, and income,
 - 6.9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.10. The TID 12 and TID 22 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.

Proposed Amendment

Amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation, in an amount not to exceed two million dollars (\$2,000,000.00), from TID 12 to TID 22, for the purposes of blight elimination in TID 22, which is consistent with the purpose for which TID 22 was created.

City of Green Bay, Wisconsin

Tax Increment District No. 12

Cash Flow Projection (Page 1 of 2)

Year	Projected Revenues					Expenditures													
						GO Bonds, Series 2006A 80,000		GO Bonds, Series 2007A 480,000		Taxable GO Bonds, Series 2009A 468,050		GO Ref Bonds, Series 2012B 4,484		GO Ref Bonds, Series 2013A 98,645		GO Ref Bonds, Series 2014D 734,543		GO Ref Bonds, Series 2015A 311,936	
	Tax Increments	Interest Earnings/ (Cost)	2009A BAB Subsidy	Other Revenue	Total Revenues	Dated Date: 04/05/06 Principal Interest	Dated Date: 06/05/07 Principal Interest	Dated Date: 06/09/09 Principal Interest	Dated Date: 05/01/12 Principal Interest	Dated Date: 02/05/13 Principal Interest	Dated Date: 09/09/14 Principal Interest	Dated Date: 05/25/15 Principal Interest							
2015	770,139	26,187	26,365	478,082	1,300,773	10,000	213	65,000	10,432	62,260	90,798	698	3,254	1,279	1,465	4,924	20,475		3,228
2016	657,518	23,145	25,660	310,372	1,016,695			70,000	1,444	62,260	88,572	989	3,234	16,648	1,375	6,087	19,183	5,072	6,198
2017	810,096	47,418	26,539	350,857	1,234,910					64,480	86,115	957	3,210	16,117	1,171	5,833	19,064	73,889	5,408
2018	1,576,482	67,002		357,426	2,000,909					65,590	83,415	909	3,182	15,606	933	6,000	18,946	77,000	3,899
2019	1,789,017	89,993		421,323	2,300,333					68,930	80,419	882	3,155	15,294	701	6,731	18,818	75,962	2,370
2020	2,102,259	23,933		429,463	2,555,655							826	3,130	14,862	438	6,829	18,682	79,024	820
2021	2,454,267	6,050		439,423	2,899,739							938	3,103	14,464	145	87,965	17,734	988	15
2022	3,101,228	38,629		442,140	3,581,996							15,763	2,774			94,000	15,914		
2023	3,147,746	11,892		442,140	3,601,778							20,806	2,147			102,105	13,698		
2024	3,194,962	42,252			3,237,214							20,458	1,528			101,010	10,907		
2025	3,242,887	68,985			3,311,872							20,146	919			99,038	7,906		
2026	3,291,530	96,399			3,387,930							19,722	308			103,056	4,875		
Total	26,138,131	541,884	78,564	3,671,226	30,429,804	10,000	213	135,000	11,876	323,520	429,320	103,094	29,943	94,271	6,227	623,578	186,202	311,936	21,938

Notes:

Tax Increment District No. 12

Cash Flow Projection (Page 2 of 2)

Expenditures															Balances		
GO Ref Bonds, Series 2019A 1,170,000 Dated Date: 09/03/19 PrincipalInterest		MRO's		Erie Street Projects/ Services Street Light Electrical Environmental Services Utilities Sewer Construction Street Reconstruction Purchase of Property Allocation to TID 6, 11, & 15 Allocation to TID 9 Allocation to TID 22 Admin.										Total Expenditures	AnnualCumulative		Year
		SBH GB	Natures Way														
				31,7886,50090,358402,671898,1023,947,7382015 77,235358,298658,3984,606,1362016 50219,804700,00070,1711,266,270(31,360)4,574,7752017 143,75565,3623,124,679(1,123,770)3,451,0062018 200,0002,440,08265,7213,246,591(946,258)2,504,7482019 200,0002,707,607													
125,00042,422	200,000			189,5701,820,637500,00072,9373,075,177(519,521)1,985,2272020													
130,00035,450	200,000			1,036275,247174,84280,1651,022,0911,877,6483,862,8752021													
110,00031,850	200,000	183,812		46,7695,500,00054,7906,255,671(2,673,675)1,189,1992022													
100,00028,700		298,343												565,799	3,035,979	4,225,178	2023
100,00025,700		304,310												563,912	2,673,302	6,898,480	2024
110,00022,000		310,396												570,405	2,741,467	9,639,947	2025
115,00017,500		316,604												577,065	2,810,864	12,450,811	2026
790,000203,622			5,384,028										5,500,000576,738	21,028,629			Total
Projected TID Closure																	

August ___, 2022

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Amended Project Plan
Tax Increment District No. 12
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed amended project plan for Tax Increment District No. 12 City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted an amended project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on August 9, 2022. Resolutions adopting the amended project plan and authorizing allocation of positive tax increments from TID 12 to TID 22 will be considered by the Common Council on the evening of August 30, 2022.

I have examined the amended project plan and find that, together with the original project plan, it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2022-03
REGARDING AN ALLOCATION AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER TWELVE
I-43 INDUSTRIAL PARK ("TID 12")**

August 9, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Twelve (12) I-43 Industrial Park ("TID 12"), on September 6, 2005; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 12 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 12 I-43 Industrial Park ("TID 12"), to Tax Increment District Number Twenty-Two (22) Shipyard (TID 22") for purposes of blight elimination and public infrastructure costs; and

WHEREAS, the boundaries of TID 12 are not changing with the proposed amendment; and

WHEREAS, on Thursday, June 23, 2022, the Joint Review Board ("JRB") of the City of Green Bay convened to discuss the proposed Allocation Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, July 22, 2022, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City's official paper, the Press Times; and
3. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, August 9, 2022, at 1:30 p.m., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 12; and
5. A map showing proposed improvements and uses in TID 12; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 12 will not exceed thirty-five percent (35%); and

7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 12 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 22 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 22 would require the delay of closing of TID 22; and
4. The mandatory termination date for TID 12 is September 6, 2025; and
5. The mandatory termination date for TID 22 is September 25, 2045; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 22 as a blighted or rehabilitation TID; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 12 and TID 22, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 12 and TID 22; and
 - 8.1. The economic benefits of both TID 12 and TID 22, as measured by increased property value, employment, and income, are greater than the cost of the improvements identified in the respective Project Plans; and
 - 8.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
9. The TID 12 and TID 22 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the amendment of the Non-Project Costs section of the TID 12 Project Plan to include an allocation, in an amount not to exceed two million dollars (\$2,000,000.00), from TID 12 to TID 22, for the purposes of blight elimination and public infrastructure costs related to the implementation of Shipyard Phase I public improvements, which is consistent with the purpose for which TID 22 was created; and forwards this amendment for consideration by the Green Bay City Council and the Green Bay Joint Review Board.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 30, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # M.4

To approve the extension resolution to allow for the extension of the maximum life of TID Fourteen (14) North Broadway Corridor to be extended by three (3) years. (08/09/2022)

BACKGROUND

Staff is proposing that TID 14 be extended three years to help recover lost revenue due to project delays related to the pandemic, and the increase in materials cost.

RECOMMENDATION

Approval of the extension resolution to allow for the extension of the maximum life of TID 14 to be extended by three (3) years.

FISCAL IMPACT

Staff has reviewed information provided by the developer that the extension of TID 14 will be required to meet the financial needs of the Fort at the Railyard project. Additional projects within TID 14 may be considered on a case by case basis.

ATTACHMENTS

- I. TID 14 RDA Resolution Extension Amendment 08092022



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2022-04
REGARDING A STANDARD EXTENSION FOR
TAX INCREMENT DISTRICT NUMBER FOURTEEN (14),
THE RAIL YARD ("TID 14")**

August 9, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Fourteen (14) ("TID 14") on September 16, 2006; and

WHEREAS, prior to the mandatory termination date of September 16, 2033, TID 14 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and

WHEREAS, Wis. Stats. §66.1105 permits the City to extend the life of a TID that has insufficient aggregate incremental property taxes for three (3) additional years, so long as all incremental property taxes from such additional years are used to cover outstanding project costs.

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Authority of the City of Green Bay approves the extension of the life of TID 14 for three additional years, until September 16, 2036, for the purposes of covering outstanding project costs, and is forwarding this extension for consideration and approval by the Common Council of the City of Green Bay.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 30, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # M.5

To approve the Project Plan for the creation of TID Number Twenty-four (24), Cherry Street, and the required creation resolution. (08/09/2022)

BACKGROUND

TID 24 is generally located in the area north of E. Walnut Street, south of Northland Ave, west of N. Adams Street, and east of N. Washington Street. TID 24 will be classified as a mixed-use district based on the identification and classification of the property proposed to be included within the TID. Proposed projects include cash grants and loans to owners, lessees, or developers of property within the TID; road, pedestrian, bicycle, and other transportation improvements; potable water, sanitary sewer, and storm water infrastructure; environmentally sustainable infrastructure, public spaces and amenities; land acquisition, environmental remediation, structural rehabilitation, and new construction; and administration. The proposed costs include projects within the proposed boundary and within a one-half (1/2) mile radius of the proposed boundary of the TID.

An initial project has been identified that will consist of a \$13 million project that will add five (5) stories with fifty-seven (57) market rate multi-family apartment units to the existing 10,000 s.f. single story commercial retail/office building, and a connecting skywalk to the Cherry Street Parking Ramp to the residential portion of the project. This TID is required to provide the financial assistance needed to make the project viable.

RECOMMENDATION

Staff recommends the approval of the Project Plan for the creation of TID 24 and the required creation resolution.

FISCAL IMPACT

The City has contracted with Ehler's to provide the fiscal analysis confirming the financial viability of the proposed TID, and has confirmed that the proposed TID 24 is financially viable.

ATTACHMENTS

1. Draft Project Plan.7.22.22 TID 24
2. TID 24 Project Plan Creation City Attorney Letter DRAFT 2022
3. TID 24 RDA Creation Resolution 08092022

July 22, 2022

PROJECT PLAN

City of Green Bay, Wisconsin

Tax Incremental District No. 24



Prepared by:

Ehlers

N21W23350 Ridgeview Parkway West,

Suite 100

Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 23, 2022
Public Hearing Held:	August 1, 2022
Approval by Redevelopment Authority:	August 1, 2022
Adoption by Common Council:	August 30, 2022
Approval by the Joint Review Board:	TBD

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 24 (the “District”) is a proposed Mixed Use District comprising approximately 3.54 acres located in downtown Green Bay (the “City”). The District will be created to pay the costs of development incentives and public infrastructure improvements needed to support the project being developed by 222 Cherry Street, LLC (the “Developer”). The project will comprise of adding five (5) stories with fifty-seven (57) market rate multi-family apartment units to the existing 10,000 square feet of single story commercial retail/office building, and a connecting skywalk to the Cherry Street Parking Ramp to the residential portion of the project (the “Project”). In addition to the incremental property value that will be created, the City expects the Project to provide employment opportunities, increased income and sales tax collection, increased retail and commercial activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$11.9 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$10 million in development incentives, \$600 thousand in infrastructure and streetscape improvements, and \$1.3 million for administrative expenses and other costs.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$28.7 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 19 of its allowable 20 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. The City will require the Developer to pay the cost of and install public infrastructure to serve the District. Developer may also incur other costs to (re)develop property within the District that cannot be fully recovered through sale or rent while also generating market-appropriate investor returns. The City has evaluated a request from the Developer for Tax Incremental Financing (“TIF”) assistance and confirmed that the public investment is necessary, and that “but for” that investment, the related development will not occur. The development incentives included in this Plan are for purposes of confirming economic feasibility only and do not reflect a commitment by the City to provide incentives in any specific amount. Incentive commitments will be set forth in development and subject to approval by the Common Council. To the extent City provides incentives, it expects to do so on a “pay as you go basis.”
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered that in addition to the incremental property value that will be created, the City expects the Project to provide employment opportunities, increased income and sales tax collection, increased retail and commercial activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

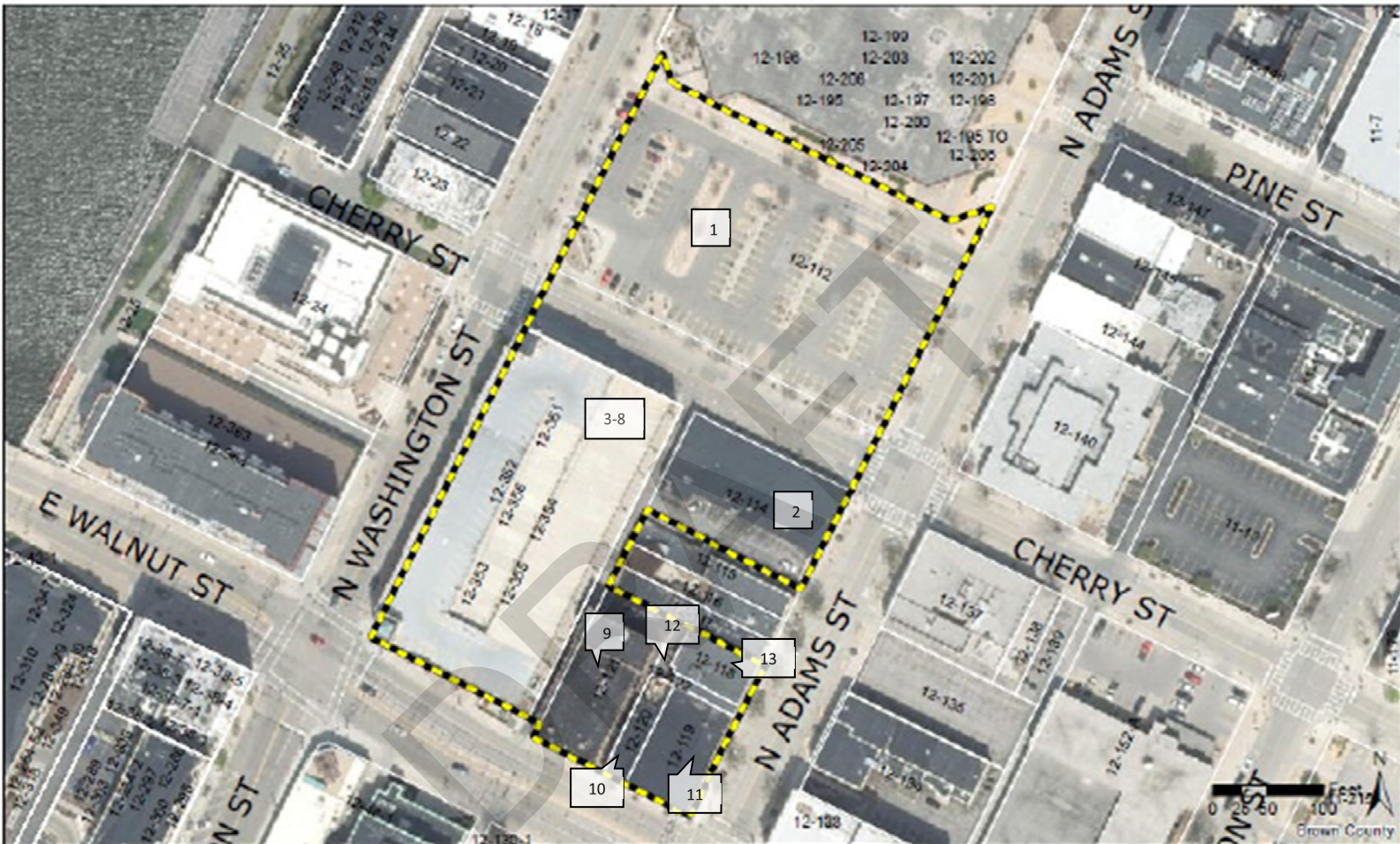
4. Not less than 50% by area of the real property within the District is suitable for mixed use development as defined by Wis. Stat. § 66.1105(2)(cm). Lands proposed for newly-platted residential development comprise no more than 35% of the real property area within the District. Costs related to newly-platted residential development may be incurred based on the proposed development having a density of at least three (3) units per acre as defined in Wis. Stat. § 66.1105(2)(f)3.a.
5. Based on the foregoing finding, the District is designated as a mixed-use district.
6. The Project Costs relate directly to promoting mixed use development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2:

Preliminary Map of Proposed District Boundary

Map Found on Following Page.

DRAFT



 **TID 24: Cherry St Boundary**

 TID 24 Boundary

This is a compilation of records and data located in various City of Green Bay offices and it 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.T. 02 Jun 2022. K:\Planning\Work Order Requests\2022\02.10 TID Cherry St.dwg



SECTION 3:

Map Showing Existing Uses and Conditions

Map Found on Following Page.

DRAFT



Legend:

■ TID Boundary

■ Downtown Two (D2)

SECTION 4:

Preliminary Parcel List and Analysis

The District will include the parcels identified in the table included on this page. **All 3.535 acres to be located within the District are suitable for either residential development or commercial development.** None of the land in the District will be newly-platted residential development as there are existing residential structures, and there will be no reconfiguration of the parcels. The existing “D-2” zoning of the parcels allows for “a full range of high-intensity uses: retail, multifamily housing, offices, entertainment, and civic uses” per City Code 44-614(3).

Map Reference Number	Parcel Number	Address	Owner	Acres	Suitable Acres	
					Newly Platted Residential	Mixed-Use
1	12-112	221 CHERRY ST	GREEN BAY REDEVELOPMENT AUTHORITY	1.447	0.000	1.447
2	12-114	216 CHERRY ST	TAJ ENTERPRISES LLC	0.364	0.000	0.364
3	12-352	CHERRY ST	GREEN BAY CITY OF	1.160	0.000	1.160
4	12-356	N WASHINGTON ST	NICOLET NATIONAL BANK			
5	12-354	102 N WASHINGTON ST	7878 BIG SKY LLC			
6	12-351	202 CHERRY ST	GREEN BAY CITY OF			
7	12-353	211 E WALNUT ST	A&M FUTURES LLC			
8	12-355	126 N WASHINGTON ST	NICOLET NATIONAL BANK			
9	12-121	217 E WALNUT ST	VIC THEATRE GREEN BAY LLC	0.249	0.000	0.249
10	12-120	225 E WALNUT ST	LIZA RAE LLC	0.053	0.000	0.053
11	12-119	227 E WALNUT ST	GREEN BAY REDEVELOPMENT AUTHORITY	0.152	0.000	0.152
12	12-122	101 N ADAMS ST	GREEN BAY REDEVELOPMENT AUTHORITY	0.033	0.000	0.033
13	12-118	109 N ADAMS ST	GREEN BAY REDEVELOPMENT AUTHORITY	0.077	0.000	0.077
TOTALS				3.535	0.000	3.535

Percentage of TID Area Suitable for Mixed Use Development
Newly Platted Residential

100%
0%

Calculation of Estimated Base Value

Parcel	Assessed Value				Equalized Value			
	Land	Improvement	Personal	Total	Land	Improvement	Personal	Total
12-112	0	0	0	0	0	0	0	0
12-114	133,800	641,800	0	775,600	168,400	807,800	0	976,200
12-352	0	0	0	0	0	0	0	0
12-356	5,700	0	0	5,700	7,200	0	0	7,200
12-354	87,700	704,200	0	791,900	110,400	886,300	0	996,700
12-351	0	0	0	0	0	0	0	0
12-353	53,800	293,600	0	347,400	67,700	369,500	0	437,200
12-355	44,100	95,700	0	139,800	55,500	120,500	0	176,000
12-121	91,600	190,300	0	281,900	115,300	239,500	0	354,800
12-120	19,600	199,600	0	219,200	24,700	251,200	0	275,900
12-119	0	0	0	0	0	0	0	0
12-122	0	0	0	0	0	0	0	0
12-118	0	0	0	0	0	0	0	0
TOTALS	436,300	2,125,200	0	2,561,500	549,200	2,674,800	0	3,224,000

Valuations listed reflect January 1, 2021 assessed values converted to equalized value using the January 1, 2021 aggregate ratios published by the Wisconsin Department of Revenue for the City.

Actual District base value will be certified using January 1, 2022 valuations which are not yet available. Any increases in valuation occurring after January 1, 2022 will generate incremental value.

SECTION 5:

Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the incremental value of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

Calculation of City Equalized Value Limit

City TID IN Equalized Value (Jan. 1, 2021)	\$ 8,051,247,100
TID Valuation Limit @ 12% of Above Value	\$ 966,149,652

Calculation of Value Subject to Limit

Estimated Base Value of New District	\$ 3,224,000
Incremental Value of Existing Districts (Jan. 1, 2021)	\$ 590,452,600
Total Value Subject to 12% Valuation Limit	\$ 593,676,600

The equalized value of the increment of existing tax incremental districts within the City, plus the estimated base value of the District, totals \$593,676,600, which is 7.37% of the City's total equalized value. This value is less than the maximum of \$966,149,652 (12%) in equalized value that is permitted for the City. Following creation of the District, its base value is no longer counted towards the 12% limit, however, any incremental increase in value will be included in the calculation for creation of subsequent districts, or where territory is being added to an existing district.

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will

make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Redevelopment Authority (RDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee

salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

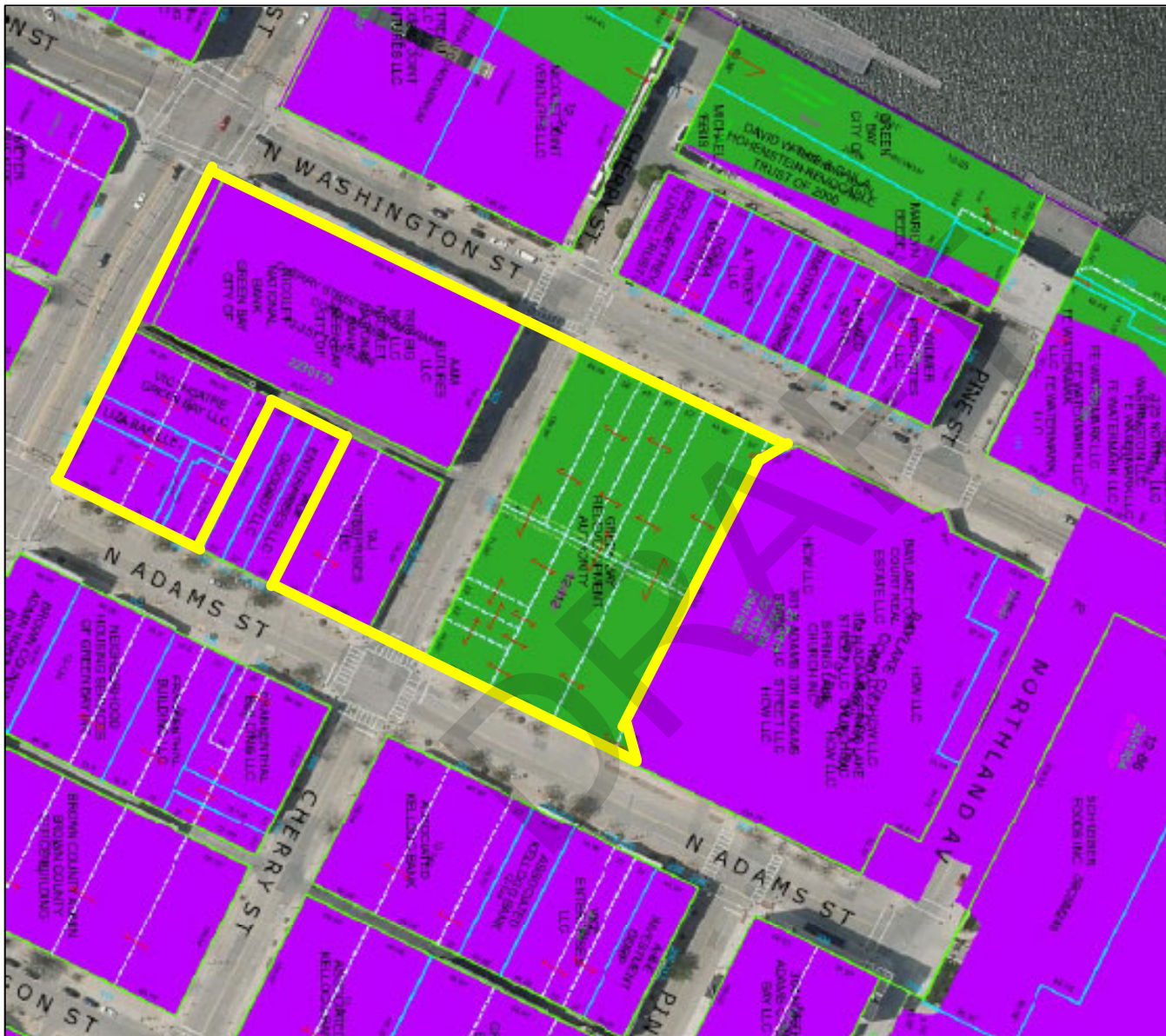
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SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.

DRAFT



Legend:

- TID Boundary
- Downtown
- Park or Public Use

SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Green Bay, Wisconsin			
Tax Increment District No. 24			
Estimated Project List ¹			
Project ID	Project Name/Type	Est. Cost	Est. Timing
1	Developer Incentive ("Pay As You Go")		
1a.	222 Cherry Street	4,500,000	2025-2043
1b.	221 Cherry Street	5,000,000	2025-2043
1c.	217 E Walnut, 227 E Walnut, 101 N Adams	500,000	2025-2043
2	Cherry Street Parking Ramp Improvements	250,000	2023
3	Streetscape Improvements	250,000	2023
4	Public Art	100,000	2023
5	Administrative	1,284,000	2022-2043
Total Projects		11,884,000	
Notes:			
1) Per information provided by City officials on June 30, 2022. Project costs are estimates and are subject to modification.			

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$28.7 million in incremental value by January 1, 2024. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$21.16 per thousand of equalized value, and 1.00% economic appreciation, the Project would generate \$12.6 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

City of Green Bay, Wisconsin
Tax Increment District No. 24
Development Assumptions¹

Construction Year		Phase I	Annual Total	Construction Year	
1	2022		0	2022	1
2	2023	28,700,000	28,700,000	2023	2
3	2024		0	2024	3
4	2025		0	2025	4
5	2026		0	2026	5
6	2027		0	2027	6
7	2028		0	2028	7
8	2029		0	2029	8
9	2030		0	2030	9
10	2031		0	2031	10
11	2032		0	2032	11
12	2033		0	2033	12
13	2034		0	2034	13
14	2035		0	2035	14
15	2036		0	2036	15
16	2037		0	2037	16
17	2038		0	2038	17
18	2039		0	2039	18
19	2040		0	2040	19
20	2041		0	2041	20
Totals		<u>28,700,000</u>	<u>28,700,000</u>		

Notes:

1) Per information provided by City officials on June 30, 2022.

Table 2 – Tax Increment Projection Worksheet

City of Green Bay, Wisconsin

Tax Increment District No. 24

Tax Increment Projection Worksheet¹

Type of District	Mixed Use	Base Value	3,224,000
District Creation Date	August 30, 2022	Appreciation Factor	1.00%
Valuation Date	Jan 1, 2022	Base Tax Rate	\$21.16
Max Life (Years)	20	Rate Adjustment Factor	0.00%
Expenditure Period/Termination	15 8/30/2037		
Revenue Periods/Final Year	20 2043		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	3.50%
Eligible Recipient District	No	Taxable Discount Rate	5.00%

Construction	Valuation	Inflation	Total	Revenue	Tax
Year	Value Added	Year	Increment	Year	Increment
1 2022	0	2023	0	2024	\$21.16
2 2023	28,700,000	2024	0	2025	\$21.16
3 2024	0	2025	287,000	2026	\$21.16
4 2025	0	2026	289,870	2027	\$21.16
5 2026	0	2027	292,769	2028	\$21.16
6 2027	0	2028	295,696	2029	\$21.16
7 2028	0	2029	298,653	2030	\$21.16
8 2029	0	2030	301,640	2031	\$21.16
9 2030	0	2031	304,656	2032	\$21.16
10 2031	0	2032	307,703	2033	\$21.16
11 2032	0	2033	310,780	2034	\$21.16
12 2033	0	2034	313,888	2035	\$21.16
13 2034	0	2035	317,027	2036	\$21.16
14 2035	0	2036	320,197	2037	\$21.16
15 2036	0	2037	323,399	2038	\$21.16
16 2037	0	2038	326,633	2039	\$21.16
17 2038	0	2039	329,899	2040	\$21.16
18 2039	0	2040	333,198	2041	\$21.16
19 2040	0	2041	336,530	2042	\$21.16
20 2041	0	2042	339,895	2043	\$21.16
Totals	28,700,000	5,629,433	Future Value of Increment	12,639,386	

Notes:

1) Actual results will vary depending on development, inflation of overall tax rates.

Financing and Implementation

The District's primary expenditures will be development incentives. Incentives will be paid on a "pay as you go" basis from the tax increment generated by the Project and may be structured in one or more phases. Payments will be made from and strictly limited to the tax increments generated by the District. The incentives are not considered City debt nor will the City appropriate funds to make incentive payments from any other sources aside from the tax increment generated by the District.

The City will also incur certain costs to construct infrastructure and streetscape improvements and to create and administer the District. Costs incurred by the City prior to availability of tax increments will be paid from other funds of the City to be reimbursed. Once tax increments are collected, these costs will be paid from annual District revenue.

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is projected to accumulate sufficient funds by the year 2042 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 4 – Cash Flow

City of Green Bay, Wisconsin																
Tax Increment District No. 24																
Cash Flow Projection																
Year	Projected Revenues			Expenditures									Balances			Year
	Tax Increments	Transfers In	Total Revenues	Municipal Revenue Obligation (MRO) ¹	Municipal Revenue Obligation (MRO) ²	Municipal Revenue Obligation (MRO) ³	Cherry Street Parking Ramp Improvements	Streetscape Improvements	Public Art	Reimbursement to City Funds ⁴	Admin.	Total Expenditures	Annual	Cumulative	Incentive Outstanding	
2022		20,000	20,000								20,000	20,000	0	0		2022
2023		600,000	600,000				250,000	250,000	100,000			600,000	0	0	10,000,000	2023
2024	0		0									0	0	0	10,000,000	2024
2025	607,345		607,345	218,600	242,900	24,300				60,700	60,700	607,200	145	145	9,514,200	2025
2026	613,418		613,418	220,800	245,400	24,500				61,300	61,300	613,300	118	263	9,023,500	2026
2027	619,552		619,552	223,000	247,800	24,800				62,000	62,000	619,600	(48)	215	8,527,900	2027
2028	625,748		625,748	225,300	250,300	25,000				62,600	62,600	625,800	(52)	163	8,027,300	2028
2029	632,005		632,005	227,500	252,800	25,300				63,200	63,200	632,000	5	168	7,521,700	2029
2030	638,325		638,325	229,800	255,300	25,500				63,800	63,800	638,200	125	294	7,011,100	2030
2031	644,709		644,709	232,100	257,900	25,800				64,500	64,500	644,800	(91)	202	6,495,300	2031
2032	651,156		651,156	234,400	260,500	26,000				65,100	65,100	651,100	56	258	5,974,400	2032
2033	657,667		657,667	236,800	263,100	26,300				65,800	65,800	657,800	(133)	125	5,448,200	2033
2034	664,244		664,244	239,100	265,700	26,600				51,000	66,400	648,800	15,444	15,569	4,916,800	2034
2035	670,886		670,886	241,500	268,400	26,800					67,100	603,800	67,086	82,655	4,380,100	2035
2036	677,595		677,595	243,900	271,000	27,100					67,800	609,800	67,795	150,451	3,838,100	2036
2037	684,371		684,371	246,400	273,700	27,400					68,400	615,900	68,471	218,922	3,290,600	2037
2038	691,215		691,215	248,800	276,500	27,600					69,100	622,000	69,215	288,137	2,737,700	2038
2039	698,127		698,127	251,300	279,300	27,900					69,800	628,300	69,827	357,964	2,179,200	2039
2040	705,108		705,108	253,800	282,000	28,200					70,500	634,500	70,608	428,572	1,615,200	2040
2041	712,159		712,159	256,400	284,900	28,500					71,200	641,000	71,159	499,731	1,045,400	2041
2042	719,281		719,281	258,900	287,700	28,800					71,900	647,300	71,981	571,712	470,000	2042
2043	726,474		726,474	211,600	234,800	23,600					72,600	542,600	183,874	755,586	0	2043
Total	12,639,386	620,000	13,259,386	4,500,000	5,000,000	500,000	250,000	250,000	100,000	620,000	1,283,800	12,503,800				Total
Notes:													Projected TID Closure			
1) Assumes 80% of the annual tax increment is reimbursed to the Developer of 222 Cherry Street up to a total of \$4,500,000. Assumes reimbursements are allocated based on total incentive amount.																
2) Assumes 80% of the annual tax increment is reimbursed to the Developer of 221 Cherry Street up to a total of \$5,000,000. Assumes reimbursements are allocated based on total incentive amount.																
3) Assumes 80% of the annual tax increment is reimbursed to the Developer of 217 E Walnut, 227 E Walnut, 101 N Adams up to a total of \$500,000. Assumes reimbursements are allocated based on total incentive amount.																
4) Assumes 10% of annual tax increment is reimbursed to City funds for the initial capital outlay for City costs.																

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for mixed-use development.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by creating opportunities for mixed use development, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as providing employment opportunities, increased income and sales tax collection, increased retail and commercial activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

SAMPLE

Mayor
City of Green Bay
100 N Jefferson St
Green Bay, Wisconsin 54301

RE: Project Plan for Tax Incremental District No. 24

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As City Attorney for the City of Green Bay, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Green Bay Tax Incremental District No. 24 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2021 levy year.

Revenue Year	Green Bay Metro		School District of		Northeast Wisconsin Technical College		Total	Revenue Year
	Brown County	Sewer District	City of Green Bay	Green Bay Area	Green Bay			
2024	0	0	0	0	0	0	0	2024
2025	103,763	0	223,361	259,028	21,192	607,345		2025
2026	104,801	0	225,595	261,619	21,404	613,418		2026
2027	105,849	0	227,851	264,235	21,618	619,552		2027
2028	106,908	0	230,129	266,877	21,834	625,748		2028
2029	107,977	0	232,430	269,546	22,052	632,005		2029
2030	109,056	0	234,755	272,242	22,273	638,325		2030
2031	110,147	0	237,102	274,964	22,495	644,709		2031
2032	111,248	0	239,473	277,714	22,720	651,156		2032
2033	112,361	0	241,868	280,491	22,947	657,667		2033
2034	113,485	0	244,287	283,296	23,177	664,244		2034
2035	114,619	0	246,730	286,129	23,409	670,886		2035
2036	115,766	0	249,197	288,990	23,643	677,595		2036
2037	116,923	0	251,689	291,880	23,879	684,371		2037
2038	118,092	0	254,206	294,799	24,118	691,215		2038
2039	119,273	0	256,748	297,747	24,359	698,127		2039
2040	120,466	0	259,315	300,724	24,603	705,108		2040
2041	121,671	0	261,909	303,731	24,849	712,159		2041
2042	122,887	0	264,528	306,769	25,097	719,281		2042
2043	124,116	0	267,173	309,836	25,348	726,474		2043
Totals	2,159,409	0	4,648,345	5,390,615	441,017	12,639,386		

August ___, 2022

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Project Plan
Tax Increment District No. 24
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed project plan for the creation of Tax Increment District No. 24 City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted a project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on August 9, 2022. Resolutions adopting the project plan will be considered by the Common Council on the evening of August 30, 2022.

I have examined the project plan and find that it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Redevelopment Authority
of the City of Green Bay

RESOLUTION 22-__
ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT PLAN
FOR TAX INCREMENT DISTRICT NUMBER TWENTY-FOUR (24)
CHERRY STREET ("TID 24")

August 9, 2022

WHEREAS, the City of Green Bay (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 24 (the "District") is proposed to be created by the City in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area School District, and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the REDEVELOPMENT AUTHORITY, on August 9, 2022 held a public hearing concerning the proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the REDEVELOPMENT AUTHORITY of the City of Green Bay that:

1. It recommends to the Common Council that Tax Incremental District No. 24 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the City.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 30, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # M.6

To approve the Project Plan for the creation of TID Number Twenty-five (25), Grandview Industrial Park, and the required creation resolution. (08/09/2022)

BACKGROUND

TID 25 is generally located in the area east of Erie Road, south of E. Mason Street, west of S. Northview Road, and north of Padi-Wood Lane, plus a portion east of S. Grandview Road, north of Finger Road, and west of S. Northview Road. TID 25 will be classified as a mixed-use district based on the identification and classification of the property proposed to be included within the TID. Proposed projects include cash grants and loans to owners, lessees, or developers of property within the TID; road, pedestrian, bicycle, and other transportation improvements; potable water, sanitary sewer, and storm water infrastructure; environmentally sustainable infrastructure, public spaces and amenities; land acquisition, environmental remediation, structural rehabilitation, and new construction; and administration. The proposed costs include projects within the proposed boundary and within a one-half (1/2) mile radius of the proposed boundary of the TID.

An initial project has been identified that will include a \$35 million industrial project that consists of a 220,000 s.f. food processing facility. This project will serve as the initial anchor tenant for the newly created Grandview Industrial Park. TID 25 is necessary to provide financial assistance and public infrastructure to make this project and future projects viable.

RECOMMENDATION

Staff recommends the approval of the Project Plan for the creation of TID 25, and the required creation resolution.

FISCAL IMPACT

The City has contracted with Ehler's to provide the fiscal analysis confirming the financial viability of the proposed TID, and has confirmed that the proposed TID 25 is financially viable.

ATTACHMENTS

1. Draft Project Plan.7.22.22 TID 25
2. TID 25 Project Plan Creation City Attorney Letter DRAFT 2022
3. TID 25 RDA Creation Resolution 08092022

July 22, 2022

PROJECT PLAN

City of Green Bay, Wisconsin

Tax Incremental District No. 25



Prepared by:

Ehlers

N21W23350 Ridgeview Parkway West,

Suite 100

Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 23, 2022
Public Hearing Held:	August 1, 2022
Approval by Redevelopment Authority:	August 1, 2022
Adoption by Common Council:	August 30, 2022
Approval by the Joint Review Board:	TBD

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 25 (“District”) is a proposed Industrial District comprising approximately 208.76 acres located in the eastern part of the City. The District will be created to pay the costs of development incentives and public infrastructure improvements needed to promote industrial development in the area (the “Projects”) including the project to be developed by CMC 3731 Finger Road, LLC (the “Developer”). In addition to the incremental property value that will be created, the City expects the Projects to provide employment opportunities, increased income and sales tax collection, manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$17.1 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$6 million in development incentives, \$10 million in public infrastructure costs, \$100 thousand for public art, and \$1 million thousand for administrative expenses and other costs. The \$3 million of development incentives for “Future Industrial Development” is an estimate only for potential future development. The amount of any developer incentive will be established in applicable development agreements and may vary from the estimates included in this Plan.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$65 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 19 of its allowable 20 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City, due to the substantial investment needed to provide the public infrastructure necessary to allow for development within the District. The City expects to receive one or more requests for tax incremental financing (“TIF”) assistance. As requests are submitted, the City will evaluate each to confirm that the public investment is necessary, and that “but for” that investment, the related development will not occur. The development incentives included in this Plan are for purposes of confirming economic feasibility only and do not reflect a commitment by the City to provide incentives in any specific amount. Incentive commitments will be set forth in development agreements for individual phases and subject to approval by the Common Council. To the extent City provides incentives, it expects to do so on a “pay as you go basis.” Absent the use of tax incremental financing, the City is unable to fully fund costs outlined in this Project Plan.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered that in addition to the incremental property value that will be created, the City expects the Projects to provide employment opportunities, increased income and sales tax collection, manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Projects.

4. Not less than 50% by area of the real property within the District is suitable for industrial sites as defined by Wis. Stat. § 66.1101, and has been zoned for industrial use. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of creation of the District will remain zoned for industrial use for the life of the District.
5. Based on the foregoing finding, the District is designated as an industrial district.
6. The Project Costs relate directly to promoting industrial development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2:

Preliminary Map of Proposed District Boundary

Map Found on Following Page.

DRAFT



TID 25: Grandview Industrial Park Boundary



TID 25 Boundary

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 20 Jul 2022 X:\Planning\Work Order Requests\2022\22.10 TID\TID26.mxd

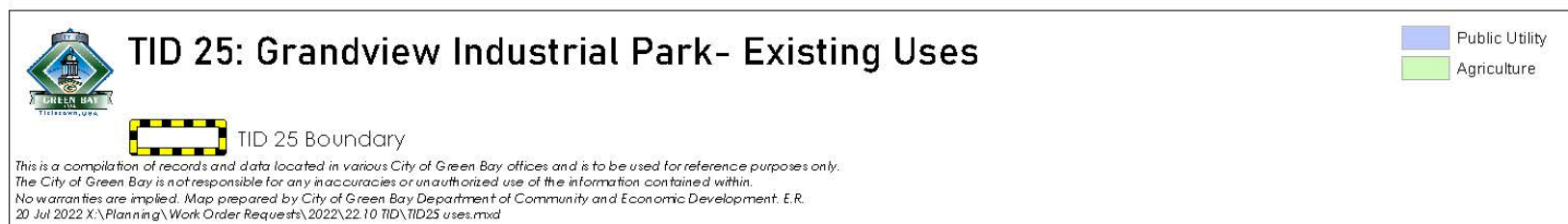


SECTION 3:

Map Showing Existing Uses and Conditions

Map Found on Following Page.

DRAFT



SECTION 4:

Preliminary Parcel List and Analysis

The District will include the parcels identified in the table included on this page. All 208.758 acres to be located within the District are zoned and suitable for industrial sites as defined by Wis. Stat. § 66.1101.

Map Reference Number	Parcel Number	Address	Owner	Acres	Suitable Acres
					Industrial
1	21-199-2	911 ERIE RD	JOHN J BUNKER, ETAL	2.561	2.561
2	21-199	ARLINE LN	PIERQUET FAMILY LTD PARTNERSHIP ET AL	35.875	35.875
3	21-195	O E MASON ST	PIERQUET FAMILY LTD PARTNERSHIP ET AL	16.022	16.022
4	21-195-2	720 S GRANDVIEW RD BLK	PIERQUET ROSELLA REVOCABLE TRUST	1.479	1.479
5	21-201	O PADI WOOD LN	PIERQUET FAMILY LTD PARTNERSHIP ET AL	28.355	28.355
6	21-200	1020 S GRANDVIEW RD	STUART E FRANKOW	8.508	8.508
7	21-189	3714 E MASON ST	CITY OF GREEN BAY	4.117	4.117
8	21-189-1	3760 E MASON ST	CITY OF GREEN BAY	3.093	3.093
9	21-190	O S GRANDVIEW RD	RENTMEESTER ANTOINETTE L REVOCABLE TRUST	26.246	26.246
10	21-192	909 S GRANDVIEW RD	RENTMEESTER ANTOINETTE L REVOCABLE TRUST	29.494	29.494
11	21-22	3731 FINGER RD	CITY OF GREEN BAY	23.010	23.010
12	21-22-1	641 S GRANDVIEW RD	CITY OF GREEN BAY	2.351	2.351
13	21-19-1	O S NORTHVIEW RD	RRL LAND LLC	10.000	10.000
14	21-24	3731 FINGER RD	CITY OF GREEN BAY	17.647	17.647
TOTALS				208.758	208.758

Percentage of TID Area Suitable for Industrial Development

100%

Calculation of Estimated Base Value

Parcel	Assessed Value				Equalized Value			
	Land	Improvement	Personal	Total	Land	Improvement	Personal	Total
21-199-2*	79,000	0	0	79,000	99,400	0	0	99,400
21-199*	6,400	0	0	6,400	8,100	0	0	8,100
21-195*	2,000	0	0	2,000	2,500	0	0	2,500
21-195-2*	300	0	0	300	400	0	0	400
21-201*	5,100	0	0	5,100	6,400	0	0	6,400
21-200*	47,400	121,700	0	169,100	59,200	153,200	0	212,400
21-189*	0	0	0	0	0	0	0	0
21-189-1*	0	0	0	0	0	0	0	0
21-190*	4,700	0	0	4,700	5,900	0	0	5,900
21-192*	55,000	70,900	0	125,900	62,900	89,200	0	152,100
21-22*	0	0	0	0	0	0	0	0
21-22-1*	0	0	0	0	0	0	0	0
21-19-1	1,800	0	0	1,800	2,300	0	0	2,300
21-24*	0	0	0	0	0	0	0	0
TOTALS	201,700	192,600	0	394,300	247,100	242,400	0	489,500

Valuations listed reflect January 1, 2021 assessed values converted to equalized value using the January 1, 2021 aggregate ratios published by the Wisconsin Department of Revenue for the City.

Actual District base value will be certified using January 1, 2022 valuations which are not yet available. Any increases in valuation occurring after January 1, 2022 will generate incremental value.

*Parcels are currently in TID 12.

SECTION 5:

Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the incremental value of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

Calculation of City Equalized Value Limit

City TID IN Equalized Value (Jan. 1, 2021)	\$ 8,051,247,100
TID Valuation Limit @ 12% of Above Value	\$ 966,149,652

Calculation of Value Subject to Limit

Estimated Base Value of New District	\$ 489,500
Incremental Value of Existing Districts (Jan. 1, 2021)	\$ 590,452,600
Less Value of Underlying TID Parcels (TID 12)	\$ 487,200
Total Value Subject to 12% Valuation Limit	\$ 590,454,900

The equalized value of the increment of existing tax incremental districts within the City, plus the estimated base value of the District, less the value of the underlying TID 12 parcels, totals \$490,454,900, which is 7.33% of the City's total equalized value. This value is less than the maximum of \$966,149,652 (12%) in equalized value that is permitted for the City. Following creation of the District, its base value is no longer counted towards the 12% limit, however, any incremental increase in value will be included in the calculation for creation of subsequent districts, or where territory is being added to an existing district.

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Redevelopment Authority (RDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to improve Erie Road, E Mason Street, S Grandview Road, and Finger Road, portions of which will be located outside of the District boundaries. In addition, the City will undertake stormwater and sanitary sewer improvements that may be partially located outside of the District boundaries.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural;

environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

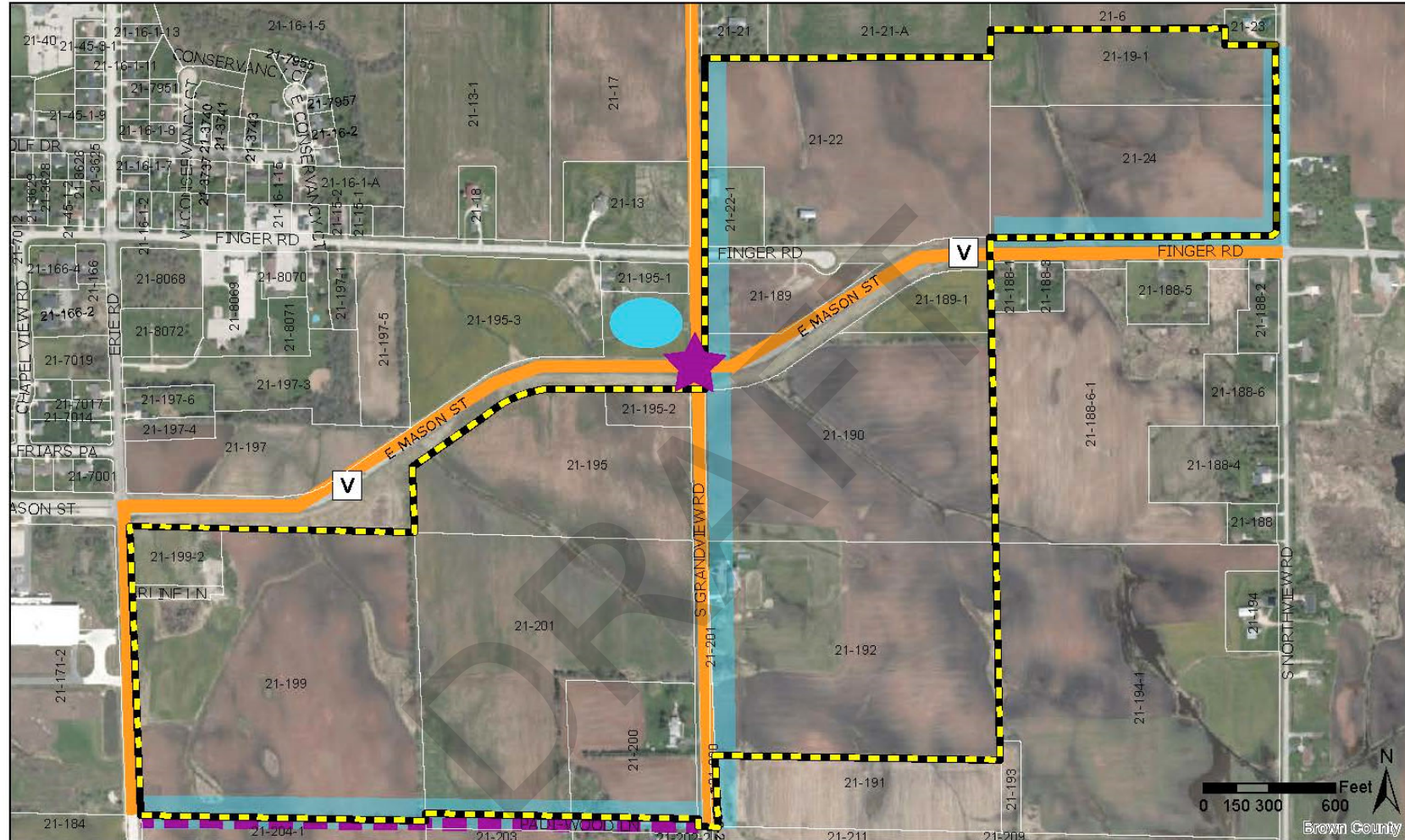
DRAFT

SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.

DRAFT



TID 25: Grandview Industrial Park- Proposed Improvements



TID 25 Boundary

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 20 Jul 2022 X:\Planning\Work Order Requests\2022\22.10 TID\TID25.mxd

- New Storm and Sanitary Sewers
- Regional Stormwater
- ★ Intersection Improvements
- Street Reconstruction
- - - New Street Construction

SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Green Bay, Wisconsin			
Tax Increment District No. 25			
Estimated Project List ¹			
Project ID	Project Name/Type	Est. Cost	Est. Timing
1	Developer Incentive ("Pay As You Go")		
1a.	3731 Finger Road	3,000,000	2025-2043
1b.	Future Industrial Development ²	3,000,000	2025-2043
2	Public Infrastructure	10,000,000	2023-2043
3	Public Art	100,000	2023
4	Administrative	1,000,000	2022-2043
Total Projects		17,100,000	
Notes:			
1) Per information provided by City officials on June 30, 2022. Project costs are estimates and are subject to modification.			
2) The amount of any incentive to be provided will be established in applicable development agreements.			

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

Project Costs the City plans to make are expected to create \$65 million in incremental value by January 1, 2036. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$21.16 per thousand of equalized value, and 1.00% economic appreciation, the Project would generate \$23.5 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

Table 2 – Tax Increment Projection Worksheet

City of Green Bay, Wisconsin									
Tax Increment District No. 25									
Tax Increment Projection Worksheet ¹									
Type of District	Industrial				Base Value	489,500			
District Creation Date	August 30, 2022				Appreciation Factor	1.00%			
Valuation Date	Jan 1,	2022			Base Tax Rate	\$21.16			
Max Life (Years)	20				Rate Adjustment Factor	0.00%			
Expenditure Period/Termination	15	8/30/2037							
Revenue Periods/Final Year	20	2043							
Extension Eligibility/Years	Yes	3			Tax Exempt Discount Rate	3.50%			
Eligible Recipient District	No				Taxable Discount Rate	5.00%			

	Construction	Valuation	Inflation	Total	Revenue	Tax
	Year	Value Added	Year	Increment	Year	Rate
1	2022	0	2023	0	2024	\$21.16
2	2023	35,000,000	2024	0	2025	\$21.16
3	2024	0	2025	350,000	2026	\$21.16
4	2025	5,000,000	2026	353,500	2027	\$21.16
5	2026	0	2027	407,035	2028	\$21.16
6	2027	5,000,000	2028	411,105	2029	\$21.16
7	2028	0	2029	465,216	2030	\$21.16
8	2029	5,000,000	2030	469,869	2031	\$21.16
9	2030	0	2031	524,567	2032	\$21.16
10	2031	5,000,000	2032	529,813	2033	\$21.16
11	2032	0	2033	585,111	2034	\$21.16
12	2033	5,000,000	2034	590,962	2035	\$21.16
13	2034	0	2035	646,872	2036	\$21.16
14	2035	5,000,000	2036	653,341	2037	\$21.16
15	2036	0	2037	709,874	2038	\$21.16
16	2037	0	2038	716,973	2039	\$21.16
17	2038	0	2039	724,142	2040	\$21.16
18	2039	0	2040	731,384	2041	\$21.16
19	2040	0	2041	738,698	2042	\$21.16
20	2041	0	2042	746,085	2043	\$21.16
Totals		65,000,000		10,354,546	Future Value of Increment	23,506,760

Notes:

1) Actual results will vary depending on development, inflation of overall tax rates.

Financing and Implementation

Implementation of the Plan will require the buildout of public infrastructure (water, sanitary sewer, stormwater management, sidewalks, streets, etc.) to service the District. The City will finance the cost of that extension through issuance of tax-exempt General Obligation Bonds with debt service to be paid from the tax increment generated by the Projects. Cost of issuance will be paid from bond proceeds, and any interest due prior to the availability of tax increment will be capitalized.

Development incentives will be paid on a “pay as you go” basis from the tax increment generated by the Project and may be structured in one or more phases. Payments will be made from and strictly limited to the tax increments generated by the District. The incentives are not considered City debt nor will the City appropriate funds to make incentive payments from any other sources aside from the tax increment generated by the District. To the extent incremental revenues are less than projected, the full amount of the development incentive may not ultimately be paid.

The City will also incur certain costs to create and administer the District. Costs incurred by the City prior to availability of tax increments may be paid from other funds of the City to be reimbursed. Once tax increments are collected, these costs will be paid from annual District revenue.

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is projected to accumulate sufficient funds by the year 2042 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 4 – Cash Flow

City of Green Bay, Wisconsin																		
Tax Increment District No. 25																		
Cash Flow Projection																		
Year	Projected Revenues				Expenditures									Balances			Year	
	Tax Increments	Sale of Land	Bond Project Proceeds	Total Revenues	Municipal Revenue Obligation (MRO) ¹	G.O. Bond 10,165,000 Dated Date: 04/15/25			Municipal Revenue Obligation (MRO) ³	Bond Issuance			Total Expenditures	Annual	Cumulative	Principal/ Incentive Outstanding		
						Principal	Est. Rate ²	Interest		Public Infrastructure	Public Art	Costs						Admin.
2022		481,200		481,200								20,000	20,000	461,200	461,200	3,000,000	2022	
2023				0								22,425	22,425	(22,425)	438,775	13,165,000	2023	
2024	0			0								24,850	24,850	(24,850)	413,925	13,165,000	2024	
2025	740,664		10,214,000	10,954,664	148,100					10,000,000	100,000	211,913	27,275	10,487,288	467,377	881,302	13,016,900	2025
2026	748,071			748,071	149,600		3.02%	609,762					29,700	789,062	(40,991)	840,311	15,867,300	2026
2027	861,361			861,361	151,100	220,000	3.30%	413,698	42,300				32,125	859,223	2,138	842,449	15,453,900	2027
2028	869,974			869,974	152,600	230,000	3.45%	406,100	42,700				34,550	865,950	4,024	846,473	15,028,600	2028
2029	984,483			984,483	154,100	310,000	3.52%	396,677	85,500				36,975	983,252	1,232	847,705	14,479,000	2029
2030	994,328			994,328	155,700	325,000	3.61%	385,354	86,400				39,400	991,854	2,474	850,179	13,911,900	2030
2031	1,110,081			1,110,081	157,200	405,000	3.69%	372,016	129,500				41,825	1,105,541	4,540	854,719	13,220,200	2031
2032	1,121,181			1,121,181	158,800	430,000	3.83%	356,309	130,800				44,250	1,120,159	1,022	855,741	12,500,600	2032
2033	1,238,202			1,238,202	160,400	515,000	3.92%	337,981	174,500				46,675	1,234,556	3,647	859,388	11,650,700	2033
2034	1,250,584			1,250,584	162,000	545,000	3.98%	317,041	176,200				49,100	1,249,341	1,243	860,631	10,767,500	2034
2035	1,368,899			1,368,899	163,600	640,000	4.05%	293,236	220,300				51,525	1,368,661	239	860,870	9,743,600	2035
2036	1,382,588			1,382,588	165,300	670,000	4.11%	266,507	222,500				53,950	1,378,257	4,331	865,202	8,685,800	2036
2037	1,502,223			1,502,223	166,900	735,000	4.16%	237,451	267,000				56,375	1,462,726	39,498	904,700	7,516,900	2037
2038	1,517,246			1,517,246	168,600	765,000	4.22%	206,021	269,700				58,800	1,468,121	49,125	953,824	6,313,600	2038
2039	1,532,418			1,532,418	170,300	800,000	4.28%	172,760	272,400				61,225	1,476,685	55,734	1,009,558	5,070,900	2039
2040	1,547,742			1,547,742	172,000	835,000	4.32%	137,604	275,100				63,650	1,483,354	64,389	1,073,947	3,788,800	2040
2041	1,563,220			1,563,220	173,700	875,000	4.35%	100,536	277,900				66,075	1,493,211	70,009	1,143,955	2,462,200	2041
2042	1,578,852			1,578,852	175,400	910,000	4.36%	61,667	280,700				68,500	1,496,267	82,585	1,226,540	1,096,100	2042
2043	1,594,640			1,594,640	94,600	955,000	4.38%	20,915	46,500				70,750	1,187,765	406,876	1,633,416	0	2043
Total	23,506,760	481,200	10,214,000	34,201,960	3,000,000	10,165,000		5,091,631	3,000,000	10,000,000	100,000	211,913	1,000,000	32,568,544				Total
Notes:															Projected TID Closure			
1) Assumes 20% of the annual tax increment from the 3731 Finger Road development is reimbursed to the Developer up to a total of \$3,000,000.																		
2) Estimated rates are July 8, 2022 BVAL plus 1.50%.																		
3) Assumes 40% of the annual tax increment from the Future Industrial Development is reimbursed to the developer(s) up to a total of \$3,000,000. Incentive amounts shown are included for purposes of establishing economic feasibility only. The amount of any incentive to be provided will be established in applicable development agreements and may vary from the estimates.																		

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development. Land within the District zoned industrial at the time of District creation will remain in a zoning classification suitable for industrial sites for the life of the District.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for industrial development.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in this Plan will promote the orderly development of the City by creating new industrial sites, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as employment opportunities, increased income and sales tax collection, manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:
Legal Opinion Advising Whether the Plan is Complete
and Complies with Wis. Stat. § 66.1105(4)(f)

Legal Opinion Found on Following Page.

DRAFT

SAMPLE

Mayor
City of Green Bay
100 N Jefferson St
Green Bay, Wisconsin 54301

RE: Project Plan for Tax Incremental District No. 25

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As City Attorney for the City of Green Bay, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Green Bay Tax Incremental District No. 25 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2021 levy year.

Revenue Year	Brown County	Green Bay Metro Sewer District	City of Green Bay	School District of Green Bay Area	Northeast Wisconsin Technical College Green Bay	Total	Revenue Year
2024	0	0	0	0	0	0	2024
2025	126,541	0	272,392	315,888	25,843	740,664	2025
2026	127,806	0	275,116	319,047	26,102	748,071	2026
2027	147,161	0	316,780	367,365	30,055	861,361	2027
2028	148,633	0	319,948	371,038	30,355	869,974	2028
2029	168,197	0	362,060	419,876	34,351	984,483	2029
2030	169,879	0	365,681	424,074	34,694	994,328	2030
2031	189,655	0	408,251	473,442	38,733	1,110,081	2031
2032	191,551	0	412,333	478,176	39,121	1,121,181	2032
2033	211,544	0	455,370	528,085	43,204	1,238,202	2033
2034	213,659	0	459,923	533,366	43,636	1,250,584	2034
2035	233,873	0	503,436	583,827	47,764	1,368,899	2035
2036	236,212	0	508,470	589,665	48,242	1,382,588	2036
2037	256,651	0	552,468	640,688	52,416	1,502,223	2037
2038	259,218	0	557,992	647,095	52,940	1,517,246	2038
2039	261,810	0	563,572	653,566	53,470	1,532,418	2039
2040	264,428	0	569,208	660,102	54,004	1,547,742	2040
2041	267,072	0	574,900	666,703	54,544	1,563,220	2041
2042	269,743	0	580,649	673,370	55,090	1,578,852	2042
2043	272,441	0	586,456	680,104	55,641	1,594,640	2043
		4,016,075	0	8,645,003	10,025,478	820,204	23,506,760

August ___, 2022

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Project Plan
Tax Increment District No. 25
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed project plan for the creation of Tax Increment District No. 25 City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted a project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on August 9, 2022. Resolutions adopting the project plan will be considered by the Common Council on the evening of August 30, 2022.

I have examined the project plan and find that it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Redevelopment Authority
of the City of Green Bay

RESOLUTION 22-__
ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT PLAN
FOR TAX INCREMENT DISTRICT NUMBER TWENTY-FIVE (25)
GRANDVIEW INDUSTRIAL PARK ("TID 25")

August 9, 2022

WHEREAS, the City of Green Bay (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 25 (the "District") is proposed to be created by the City in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area School District, and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the REDEVELOPMENT AUTHORITY, on August 9, 2022 held a public hearing concerning the proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the REDEVELOPMENT AUTHORITY of the City of Green Bay that:

1. It recommends to the Common Council that Tax Incremental District No. 25 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the City.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



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

MEETING DATE

August 30, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # M.7

To approve the first amendment to development agreement 21-06 East Town Facade Assistance and Outlot Development, on the amount of TIF assistance as presented. (08/09/2022)

BACKGROUND

The developer entered in Development Agreement 21-06 with the RDA and the City, dated as of March 18, 2022, to complete a Project consisting of the installation of a new façade on the primary retail building located on Parcel 21-126-3, and construction of new commercial retail or office uses to be located on new parcels (hereinafter “inlots”) to be subdivided from the parking area on Parcel 21-126-7 or 21-126-3.

Due to increasing construction costs related to the facade improvements, the developer is requesting additional TIF assistance to help cover the increase in project costs.

Construction on the first output is almost completed.

The original agreement calls for an increase in valuation of \$2.1 million by 12/31/26, and a one-time TIF assistance payment of \$300,000.

The proposed amended agreement calls for an increase in valuation of \$3 million by 12/31/30, and an additional payment of \$150,000 (\$300,000 has already been paid to the developer).

RECOMMENDATION

Staff recommends approval of the first amendment to the development agreement as presented.

FISCAL IMPACT

TID 19 has available funds to cover this increased request. In addition, the developer has agreed to additional valuation to help ensure this cost is covered in the TID.

ATTACHMENTS

- I. East Town Facade DA 1st amendment RDA Draft 080522

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 21-06
EAST TOWN FAÇADE ASSISTANCE AND OUTLOT DEVELOPMENT**

This First Amendment to Development Agreement 21-06 is made this _____ day of _____, 2022, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA") and HOBLOB GREEN BAY EAST, LLC a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, HOBLOB GREEN BAY EAST, LLC proposed to develop certain real property, identified for real estate tax purposes and address as:

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

WHEREAS, HOBLOB GREEN BAY EAST, LLC entered in Development Agreement 21-06 with the RDA and the City, dated as of March 18, 2022, (the "Agreement") to complete a Project consisting of the installation of a new façade on the primary retail building located on Parcel 21-126-3, and construction of new commercial retail or office uses to be located on new parcels (hereinafter "inlots") to be subdivided from the parking area on Parcel 21-126-7 or 21-126-3; and

WHEREAS, HOBLOB GREEN BAY EAST, LLC as Developer desires to amend the Agreement so that the Developer provides an increased valuation guarantee, and the RDA and City provide additional financial assistance and additional time for the Developer to achieve that valuation guarantee.

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

I. Amendments. The Agreement is hereby amended as follows:

- a. In section III. B. 2. a),
 - i. Delete the following language: "The Developer guarantees that the Property shall have a minimum aggregate assessed value of two million one hundred thousand dollars (\$2,100,000) in new valuation above the base value by December 31, 2026, resulting in an aggregate assessed property value of the Property to be approximately seven million four hundred forty-three thousand and four hundred dollars (\$7,443,400). This value may be generated on in-lot development projects, as well as the primary building structure where the façade improvements are being proposed."
 - ii. Replace it with the following language: "The Developer guarantees that the Property shall have a minimum aggregate assessed value of three million dollars (\$3,000,000) in new valuation above the base value by December 31, 2030, resulting in an aggregate assessed property value of the Property to be approximately eight million three hundred forty-three thousand and four hundred dollars (\$8,343,400). This value may be generated on in-lot

development projects, as well as the primary building structure where the façade improvements are being proposed.”

b. In section III. B. 2. e),

- i. Delete the following language: “Developer shall be required to pay back a proportionate amount of TIF Increment received if the aggregate assessed Property value does not meet or exceed seven million four hundred forty-three thousand and four hundred dollars (\$7,443,400) by December 31, 2026. This repayment would be due by July 1, 2027.”
- ii. Replace it with the following language: “Developer shall be required to pay back a proportionate amount of TIF Increment received if the aggregate assessed Property value does not meet or exceed eight million three hundred forty-three thousand and four hundred dollars (\$8,343,400) by December 31, 2030. This repayment would be due by July 1, 2031.

c. In section III. B. 2. f), (1),

- i. Delete the following language: “Provided that construction has started on at least one of the inlet projects and the façade improvements on the Project building by July 1, 2022 the City shall make a one-time payment of \$300,000 to the Developer within 45 days of the issuance of building permits for both projects.
- ii. Replace with the following language: “Provided that construction has started on at least one of the inlet projects and the façade improvements on the Project building by July 1, 2022 the City shall make a payment of \$450,000 to the Developer for both projects in two installments. One installment of \$300,000 will be made within 45 days of the issuance of building permits for both projects and the second installment of \$150,000 shall be made within 60 days of the execution of the First Amendment to the Development Agreement 21-06.

d. In section III. C. 1.,

- i. Delete the following language: “three hundred thousand dollars (~~\$300,000~~)”
- ii. Replace it with the following language: “four hundred fifty thousand dollars (\$450,000)”

Commented [DE1]: \$300,000 have been paid on 8/4/2022

2. **Remaining Terms and Conditions.** The Parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement 21-06 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 3

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.

HOBLOB GREEN BAY EAST, LLC

By: _____

Garritt Bader, Principal

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named _____, a member of HOBLOB GREEN BAY EAST, LLC a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
HOBLOB GREEN BAY EAST, 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 _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
HOBLOB GREEN BAY EAST, LLC.

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

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



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # M.8

To approve the first amendment to development agreement 20-01 200 N. Monroe PropCo, LLC, on the amount and duration of TIF assistance as presented. (08/09/2022)

BACKGROUND

On June 8, 2021, the RDA recommended approval of a development agreement with 200 N. Monroe PropCo, LLC, and the Common Council approved the development on June 29, 2021.

The project consists of a five (5)-story mixed-use structure facing Monroe Avenue, with approximately one hundred seventy-two (172) residential apartment units, in a mix of studio, one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store of approximately 15,000 square feet with approximately 7,000 square feet of other retail space for a total of approximately twenty-two thousand (22,000) square feet of retail space on the first floor.

Due to increased construction costs and rising interest rates, the developer is requesting an amendment of the development agreement to assist with these costs.

The original agreement provided for 75% of increment over the first 22 years of a new 27 year TID.

The proposed amendment calls for 80% of increment over the first 7 years of the TID and 75% over the remaining 20 years.

In conversations with the developer, staff requested that the project not be altered significantly as a cost-savings measure.

Staff is also recommending that the developer apply for financing through the City's brownfield program to assist with up-front remediation costs.

RECOMMENDATION

Staff recommends approval of the first amendment to the development agreement as presented.

FISCAL IMPACT

The proposed amendment increases the developer's share of increment from \$9.8 million to \$13.2 million, all on a PayGo basis over a 27-year period. The schedule for recovery of the City's debt service on the original acquisition of the site does not change. The amendment prevents further delay of the project, and reflects a delay on the project of less than one year. The creation of the TID is being delayed to maximize the ability to capture increment on the project.

ATTACHMENTS

- I. 200 N. Monroe DA 1st amendment RDA Draft 080522

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 20-01
200 N. MONROE PROPCO LLC

This First Amendment to Development Agreement 20-01 is made this ____ day of _____, 2022, by
THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), THE REDEVELOPMENT
AUTHORITY OF THE CITY OF GREEN BAY ("RDA") and 200 N. MONROE PROPCO, LLC a
Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, 200 N. MONROE PROPCO, LLC proposed to develop certain real property, identified for real estate tax purposes and address as:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
11-156	227 N. Quincy St.	0.122	\$0.00
11-157	221 N. Quincy St.	0.122	\$0.00
11-158	624 Pine St.	0.201	\$0.00
11-159	618 Pine St.	0.201	\$0.00
11-160	616 Pine St.	0.804	\$0.00
11-191	605 Cherry St.	0.402	\$0.00

WHEREAS, 200 N. MONROE PROPCO, LLC entered in Development Agreement 20-01 with the RDA and the City, dated as of June 29, 2021, (the "Agreement") to complete a Project consisting of a five (5)-story mixed-use structure facing Monroe Avenue, with approximately One Hundred Seventy-two (172) residential apartment units, in a mix of studio, one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store of approximately 15,000 square feet with approximately 7,000 sq. ft of other retail space for a total of approximately twenty-two thousand (22,000) square feet of retail space on the first floor; and

WHEREAS, 200 N. MONROE PROPCO, LLC as Developer desires to amend the Agreement so that the RDA and City provide additional financial assistance to assist with excessive construction costs and interest rates, and project deadlines are updated to accommodate a later project start.

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

I. Amendments. The Agreement is hereby amended as follows:

- a. In Recital D,
 - i. Delete the following terms: "January 1, 2021"
 - ii. Replace it with the following terms: "January 1, 2022"
- b. In Recital F,
 - i. Delete the following terms: "January 1, 2022"
 - ii. Replace it with the following terms: "January 1, 2023"
- c. In section II. T.
 - i. Delete the following terms: "January 1, 2022"

- ii. Replace it with the following terms: "January 1, 2023"
- d. In Section III. B. I.,
 - i. Delete the following terms: "June 1, 2022"
 - ii. Replace it with the following terms: "January 1, 2023"
 - iii. Delete the following terms: "December 31, 2022"
 - iv. Replace it with the following terms: "March 1, 2023"
- e. In Section III. B. I. e),
 - i. Delete the following term: "December 31, 2022"
 - ii. Replace it with the following term: "March 1, 2023"
- f. In Section III. B. 2. a),
 - i. Delete the following terms: "January 1, 2023"
 - ii. Replace it with the following terms: "January 1, 2024"
- g. In Section III. B. 2. e) (I),
 - i. Delete the following language: "Provided the aggregate assessed Property value meets or exceeds twenty-two million, (\$22,000,000.00) on or before January 1, 2026, the City shall make available seventy-five percent (75%) of the remaining TIF Increment to the Developer until all Qualified Expenditures have been repaid or the incentive period expires."
 - (I) Replace it with the following language: "Provided the aggregate assessed Property value meets or exceeds twenty-two million, (\$22,000,000.00) on or before January 1, 2026, the City shall make available eighty percent (80%) of the remaining TIF Increment to the Developer for years 2026 to 2032, and seventy five percent (75%) of the remaining increment to the Development for years 2033 to 2049 until all Qualified Expenditures have been repaid or the incentive period expires."
- h. In Section IV. B.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "December 1, 2023"
- i. In Section IV. C.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "September 1, 2022"
- j. In Section IV. F.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "September 1, 2022"
- k. In Section IV. G.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "September 1, 2022"
- l. In Section IV. H.,
 - i. Delete the following language: "By no sooner than June 1, 2022, but no later than December 31, 2022"

- ii. Replace it with the following language: "By no sooner than January 1, 2023, but no later than March 1, 2023"
 - m. In Section IV. L.,
 - i. Delete the following terms: "DECEMBER 31, 2022"
 - ii. Replace it with the following terms: "June 1, 2023"
 - n. In Section IX. B.,
 - i. Delete the following language: "TIF payments shall only continue for a period of no longer than twenty-two (22) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2044."
 - ii. Replace it with the following language: "TIF payments shall only continue for a period not to exceed the projected life of the TID which is intended to terminate at the end of the tax year 2049."
2. **Remaining Terms and Conditions.** The Parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement 20-01 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 3

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

DEVELOPER:
200 N. Monroe PropCo, LLC

By: _____

Michael Klein, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named _____, a member of 200 N. Monroe PropCo, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
200 N. MONROE PROPCO, LLC

By: _____
Eric Genrich, Mayor

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 _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
200 N. MONROE PROPCO, LLC.

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # M.9

To approve the acceptance of the \$304,500 Natural Resource Damage Assessment and Restoration (NRDA) Grant. (08/09/2022)

BACKGROUND

The Fox River Trustee Council has awarded the City of Green Bay a \$304,500 grant through the Natural Resource Damage Assessment and Restoration (NRDA) Program. NRDA grants are federal funds managed by the U.S. Fish & Wildlife Service (USFWS) under the U.S. Department of the Interior. The grant to the City will be used to construct an elevated fishing pier and install wildlife habitat enhancements at the RDA-owned Shipyard site (100 W. Mason Street, 239 Arndt Street, and 119 Bridge Street). The grant requires a 50% local match, obligating the City to spend at least \$304,500 of non-federal funds on the project. RDA and Common Council have authorized the use of TID #22 funds for completion of Phase I Shipyard improvements, including the fishing pier and habitat enhancements.

RECOMMENDATION

To approve acceptance of the \$304,500 NRDA Grant.

FISCAL IMPACT

Acceptance of the grant will reduce the City's costs for the Shipyard fishing pier and habitat enhancements by \$304,500, which is approximately 47% of the anticipated project costs. The grant requires a minimum local match of 50%. RDA and Common Council have authorized the use of TID #22 funds for completion of Phase I Shipyard improvements, including the fishing pier and habitat enhancements. Existing City staff from the Department of Community & Economic Development will be responsible for grant administration and reporting.

ATTACHMENTS

1. NRDA Notice of Award 20220725
2. Grant Tracking - NRDA Shipyard 2022

17. VENDOR CODE 0071393017			18a. UEI ZCUZDCHFP7C6		18b. DUNS 074797028		19. CONG. DIST. 08	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION		
1	0051024489-00010	\$304,500.00	06/30/2022	12/31/2023	5198	Shipyard Project - Habitat Enhancements		

NOTICE OF AWARD (Continuation Sheet)

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DATE ISSUED
07/25/2022

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Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/30/2022	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	12/31/2023	Final	04/29/2024

Performance Progress Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/30/2022	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	12/31/2023	Final	04/29/2024

SCOPE OF WORK

1. Project Description

The Service hereby incorporates the recipient's application submitted to and approved by the Service into these award terms and conditions.

The recipient shall construct a Fishing Wharf. The Wharf shall be an elevated fishing wharf at the mid-point of the northern half of the Shipyard Property will provide a local point to the Fox River and connection to the proposed pedestrian pathway. It will serve to direct people from the Broadway District and give users the opportunity to get out and over the Fox River to take in view of the City, engage with the waterfront and provide access to fishing opportunities. The fishing wharf is part of a larger Shipyard project which will offer a rich assortment of attractions and programming that will provide visitors and residents with a year-round destination to gather. The wharf will be constructed with numerous different types of materials that will provide stability to the structure, and blend in and match materials used in the rest of the Shipyard Project.

PAYMENTS

1. Domestic Recipients Enrolled in Treasury's ASAP System

The recipient will request payments under this award in the [U.S. Treasury's Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

REPORT

1. Interim Performance Reports

The recipient is required to submit interim performance reports on an **annual** basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

NOTICE OF AWARD (Continuation Sheet)

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2. Interim Financial Reports

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, [“Federal Financial Report”](#) form. See also our instructional video on [“Completing the Federal Financial Report \(SF-425\)”](#).

3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, [“Federal Financial Report”](#) form. See also our instructional video on [“Completing the Federal Financial Report \(SF-425\)”](#).

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient’s operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

5. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

AWARD CONDITIONS

1. Voluntary Committed Cost Sharing Requirements

The recipient’s cost sharing pledged on a voluntary basis in their proposed budget and incorporated into this award is a binding requirement of this award. See also 2 CFR §200.306.

NOTICE OF AWARD (Continuation Sheet)

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STAFF CONTACTS

1. Enter Program Officer Contact Information:

Program Officer Name: Trina Soyk

Program Officer Email Address Trina_Soyk@fws.gov

Terms and Conditions

1. U.S. Fish and Wildlife Service

General Award Terms and Conditions

Effective Date: December 31, 2020

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as 'awards') are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the USFWS removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in Title 2 of the Code of Federal Regulations (CFR) §§200.339—343.

A PDF of these terms and conditions with embedded links to all regulations is available on the Service's website at: <https://www.fws.gov/media/fws-financial-assistance-award-terms-and-conditions-2020-12-31>. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

2 CFR Part 200, Subparts A—D, as supplemented by 2 CFR Part 1402

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §§200.321—323 do not apply.

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Appendix XII to 2 CFR Part 200—Recipient Integrity and Performance Matters

Applicable to awards with a total Federal share of more than \$500,000 except for awards of any amount to foreign public entities.

2 CFR Part 200, Subpart E—Cost Principles

Applicable to all domestic and foreign non-Federal entities except non-profit organizations identified in Appendix VIII to 2 CFR Part 200.

48 CFR Subpart 31.2—Contracts with Commercial Organizations

Applicable to non-profit organizations identified in Appendix VIII to 2 CFR Part 200 and for-profit organizations.

Indirect Cost Proposals

Requirements for development and submission of indirect cost rate proposals are contained in Appendix III (Institutions of Higher Education), Appendix IV (Nonprofit organizations), and Appendix VII (States, local government agencies, and Indian tribes) to 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414. For-profit entities should contact the DOI National Business Center, Office of Indirect Cost Rate Services at: <https://ibc.doi.gov/ICS/icrna>.

2 CFR Part 200, Subpart F—Audit Requirements

Applicable to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. Not applicable to foreign public entities, foreign organizations, or for-profit entities.

Statutory and National Policy Requirements

These requirements are applicable to all awards, including those to individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise stated in this section.

Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management

Not applicable to individuals or any entity exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation

Not applicable to individuals. See 2 CFR 170 for other exceptions.

2 CFR §175.15—Award Term for Trafficking in Persons

Applicable to private entities as defined in 2 CFR §175.25(d), states, local governments, and Indian tribes. Applicable to foreign public entities if funding could be provided to a private entity as a subrecipient under the award.

2 CFR Part 1400—Nonprocurement Debarment and Suspension

All recipients must ensure they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). 2 CFR §180.215 defines nonprocurement transactions that are not covered transactions.

2 CFR Part 1401—Requirements for Drug-Free Workplace (Financial Assistance)

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Not applicable to foreign public entities or foreign organizations.

43 CFR Part 18—New Restrictions on Lobbying

Recipients are prohibited from using any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, or an officer or employee of a Member of the U.S. Congress in connection with the award.

41 U.S.C. §4712—Whistleblower Protection for Contractor and Grantee Employees

41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government

Mandatory Disclosures

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

Conflicts of interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

Lobbying: If the Federal share of the award is more than \$100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must complete and submit the SF-LLL, “Disclosure of Lobbying Activities” form to the USFWS. This form is available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that are specifically permitted by other Federal law.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities subject to the 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM.

National Policy Encouragements

Executive Order 13043—Increasing Seat Belt Use in the United States

Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in

NOTICE OF AWARD (Continuation Sheet)

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connection with award activities.

E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving

Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.

2. Buy America Provision

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for Infrastructure

As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
3. all construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department's Buy America site at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget's site at www.whitehouse.gov/omb/management/made-in-america/.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Recipient does not need to request a separate waiver for non-domestic materials.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

NOTICE OF AWARD (Continuation Sheet)

PAGE 8 of 9	DATE ISSUED 07/25/2022
GRANT NO. F22AP02077-00	

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the Recipient believes that one of the above circumstances applies to an award, the Recipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

Recipients must submit all waiver requests to the Service in writing. Email all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Awarding bureau: U.S. Fish and Wildlife Service
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent known (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant PSC or NAICS code for each (see <https://psctool.us/> and <https://www.census.gov/naics/>).
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to www.doi.gov/grants/buyamerica for the required 15-day public comment period. The

NOTICE OF AWARD (Continuation Sheet)

PAGE 9 of 9	DATE ISSUED 07/25/2022
GRANT NO. F22AP02077-00	

Made in America Office will also review all waiver requests. The Department will post approved waivers at www.doi.gov/grants/BuyAmerica/ApprovedWaivers. The Service will notify Recipients of their waiver request determination by email.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: CED

DATE: 7/25/2022

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Buchanan/Economic Development Specialist

APPROPRIATE COMMITTEE: RDA

NAME OF GRANT/FUNDING SOURCE: Shipyard habitat enhancement and fishing wharf/Fox River Trustee Council, managed by US Fish & Wildlife Service

AMOUNT OF GRANT REQUEST: \$304,500

LOCAL MATCH REQUIREMENT: \$304,500

SOURCE OF MATCH: ☐ General Fund ☒ Non-General Fund ☐ Not Applicable

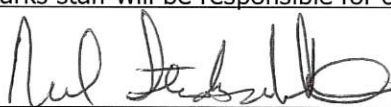
TIMEFRAME OF GRANT: 6/30/2022 through 12/31/2023

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): This grant will cover 50% of the City's costs to install a fishing pier and wildlife habitat improvements at the Shipyard (100 W. Mason Street).

How does the grant meet City/Department needs? The grant supports recreational, economic, and environmental goals of the City.

What are the personnel requirements (include both existing and new staff) of the grant? CED staff will be responsible for oversight of grant implementation, administration, and reporting. DPW will be responsible for construction oversight. Parks staff will be responsible for ongoing maintenance.

DEPARTMENT HEAD SIGNATURE: 

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; emailto:PamelaMa@greenbaywi.gov)

AMOUNT OF GRANT AWARD: \$304,500

CFDA/STATE ID #: F22AP02077-00

LOCAL MATCH REQUIREMENT: \$304,500

Please describe the source of match, if applicable: Common Council has authorized the use of TID #22 funds for completion of Phase I Shipyard improvements, including the fishing pier and habitat enhancements.

Please describe any major changes in proposed grant-funded activities: None

Please describe what the grant money will be spent on: Construction/installation of fishing pier and habitat enhancement as part of Shipyard Phase 1 improvements.

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



GRANT TRACKING FORM

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



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

MEETING DATE

August 30, 2022

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # M.10

To approve the acceptance of the \$565,300 Great Lakes Restoration Initiative (GLRI) Grant. (08/09/2022)

BACKGROUND

The U.S. EPA has awarded the City of Green Bay a \$565,300 grant through the Great Lakes Restoration Initiatives (GLRI) Program. Grant funds will be used to construct green infrastructure for stormwater management at the RDA-owned Shipyard site (100 W. Mason Street, 239 Arndt Street, and 119 Bridge Street). The project includes the installation of structural tree pit systems within the riverfront promenade, which will filter phosphorus and sediments in stormwater runoff that drains into the Fox River and Bay of Green Bay. Benefits include reduced stormwater runoff and nutrient loading, thereby reducing harmful algal blooms and improving water quality. Improved aquatic conditions will benefit recreational opportunities and conditions for fish and wildlife. The grant does not require a local match.

RECOMMENDATION

To approve acceptance of the \$565,300 GLRI grant from U.S. EPA.

FISCAL IMPACT

Acceptance of the grant will reduce the City's costs for stormwater infrastructure at the Shipyard by \$565,300, which is approximately 53% of required stormwater costs. The grant does not require a local match. Existing City staff from the Department of Community & Economic Development will be responsible for grant administration and reporting.

ATTACHMENTS

1. GLRI Cooperative Agreement
2. Grant Tracking Form - Shipyard GLRI 2022

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 00E03131 MODIFICATION NUMBER: 0 PROGRAM CODE: GL	DATE OF AWARD 07/11/2022	
			TYPE OF ACTION New		MAILING DATE 07/14/2022
			PAYMENT METHOD: ASAP		ACH# 50632
			RECIPIENT TYPE: Municipal		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: City of Green Bay 100 North Jefferson Green Bay, WI 54301 EIN: 39-6005458			PAYEE: City of Green Bay 100 North Jefferson Green Bay, WI 54301		
PROJECT MANAGER Matt Buchanan 100 N. Jefferson Street, Room 608 Green Bay, WI 54301-5026 Email: matthew.buchanan@greenbaywi.gov Phone: 920-448-3396		EPA PROJECT OFFICER Erica Sheeran 77 W. Jackson Blvd., G-9J Chicago, IL 60604-3507 Email: Sheeran.Erica@epa.gov Phone: 312-886-6098		EPA GRANT SPECIALIST Jeffrey Reid Assistance Section, MA-10J 77 W. Jackson Blvd. Chicago, IL 60604-3507 Email: reid.jeffrey@epa.gov Phone: 312-886-3224	
PROJECT TITLE AND DESCRIPTION Green Infrastructure for Shipyard Redevelopment This project will implement green infrastructure along a 14-acre redevelopment site which will capture and treat stormwater runoff entering the Lower Fox River Basin. The project will install tree pit systems and permeable pavers to capture and treat stormwater runoff from 6 drainage locations across the 14-acre redevelopment site. The project will protect 0.43 miles of shoreline, allowing for the capture and treatment of 3,026,500 gallons of stormwater runoff annually. In addition, the project will reduce 3.82 pounds of phosphorus and 1,978 pounds of total suspended solids annually. The capture of stormwater runoff will reduce harmful algal blooms and improve water quality, which will benefit recreational opportunities and conditions for fish and other wildlife. Due to the shoreline location, the project will also support local resiliency to increased flooding events caused by climate change. No subawards are included in this assistance agreement.					
BUDGET PERIOD 04/18/2022 - 05/31/2023	PROJECT PERIOD 04/18/2022 - 05/31/2023	TOTAL BUDGET PERIOD COST \$1,072,116.00	TOTAL PROJECT PERIOD COST \$1,072,116.00		
NOTICE OF AWARD Based on your Application dated 02/09/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$565,300.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$565,300.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 West Jackson Blvd. G-9J Chicago, IL 60604-3507			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official William Massie - Manager, Acquisition and Assistance Branch				DATE 07/11/2022	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$565,300	\$565,300
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$565,300	\$565,300

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Great Lakes Program	CleanWaterAct:Sec.118(c)asamendedbyPL114-322	2 CFR 200, 2 CFR 1500 and 40 CFR 33

[illegible]

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$565,300
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$565,300
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$565,300
12. Total Approved Assistance Amount	\$565,300
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$565,300
15. Total EPA Amount Awarded To Date	\$565,300

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and reid.jeffrey@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov, reyes.dianne@epa.gov and reid.jeffrey@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Sheeran.Erica@epa.gov and reid.jeffrey@epa.gov
- Payment requests (if applicable): Sheeran.Erica@epa.gov and reid.jeffrey@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Sheeran.Erica@epa.gov

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from **4/18/2022** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

Standard Programmatic Terms and Conditions

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30 and by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement.

Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>) ,in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <<http://www.epa.gov/great-lakes-funding>>, particularly:

#	Measure of Progress
3.1.1	Estimated pounds of phosphorus reductions from conservation practice implementation throughout Great Lake watersheds.
3.2.1	Estimated gallons (in millions) of untreated stormwater runoff captured or treated.
3.2.2	Miles of Great Lakes shoreline and riparian corridors restored or protected.

- (b) Object Class Category changes;
- (c) Corrective actions;
- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;
- (g) Any change in principal investigator;
- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <
<http://www.epa.gov/great-lakes-funding>>.

2. Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

B. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event,

the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

International Travel (see also EPA General Term and Condition titled “Foreign Travel”

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Requirements

The recipient is required to place a sign at each on-the-ground protection or restoration project supported under this award displaying the GLRI and EPA logos in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the project period and for a reasonable time after the agreement project period, as determined by the recipient.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are

encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events or news releases publicizing the accomplishments or significant events as a result of this agreement, and provide the opportunity for attendance and participation or a statement by federal representatives with at least fifteen (15) working days' notice.

F. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

G. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

H. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

I. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

J. QUALITY ASSURANCE

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of [EPA QA/R-2: EPA Requirements for Quality Management Plans](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

- 2 CFR 1500.12;
- 40 CFR 35;
- [Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);
- [EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);
- [EPA QA/R-2: EPA Requirements for Quality Management Plans](#);
- [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and
- and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

K. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#), Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: CED & DPW

DATE: 04/26/2022

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Buchanan/Economic Development Specialist (CED) & Melissa Schmitz, Resiliency Coordinator (DPW)

APPROPRIATE COMMITTEE: RDA

NAME OF GRANT/FUNDING SOURCE: Green Infrastructure for the Shipyard Redevelopment /EPA-GLRI

AMOUNT OF GRANT REQUEST: \$565,300

LOCAL MATCH REQUIREMENT: \$0

SOURCE OF MATCH: ☐ General Fund ☐ Non-General Fund ☒ Not Applicable

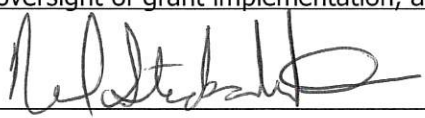
TIMEFRAME OF GRANT: 4/18/2022 through 5/31/2023

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): This project integrates green infrastructure for stormwater management into a major coastal redevelopment project on a brownfield site along the Fox River. Structural tree pit systems will be installed in a riverfront promenade and will filter phosphorus and sediments in stormwater runoff that drain to the Fox River and Bay of Green Bay (Area of Concern). Benefits include reduced stormwater runoff and nutrient loading, thereby reducing harmful algal blooms and improving water quality. Improved aquatic conditions will benefit recreational opportunities and fish and wildlife conditions. The project will also help alleviate urban flooding that impacts the Seymour Park Neighborhood.

How does the grant meet City/Department needs? The grant supports recreational, economic, and environmental goals of the City.

What are the personnel requirements (include both existing and new staff) of the grant? CED and DPW staff will be responsible for oversight of grant implementation, administration, and reporting.

DEPARTMENT HEAD SIGNATURE: 

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; emailto:PamelaMa@greenbaywi.gov)

AMOUNT OF GRANT AWARD: \$565,300

CFDA/STATE ID #: 00E03131

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: N/A

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



GRANT TRACKING FORM

Please describe any major changes in proposed grant-funded activities: N/A

Please describe what the grant money will be spent on: Construction/installation of structural tree pit systems for stormwater management in Phase 1 of the Shipyard Redevelopment Project.

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



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # M.II

To approve a development agreement to replace 19-04 TWG @ the Railyard changing the project from a market rate housing project to an affordable housing project, updating the projected valuation of the project and updating the overall construction schedule. (08/23/2022)

BACKGROUND

At its meeting on November 18, 2021, the RDA recommended proceeding with an amendment to development agreement 19-04 to reflect a change in the makeup of the type of units in the project, subject to confirmation of the approval of an amended planned unit development (PUD) and approval of new building plans. Staff conditions included:

- Consideration of amending the unit mix to include more market rate units at a ratio satisfactory to the RDA. This was determined to not be feasible due to the WHEDA tax credits awarded to TWG.
- Confirmation by staff and/or Plan Commission and Council that the proposed changes to commercial uses on the first floor are consistent with the PUD zoning for the project. The amended PUD was approved by the Plan Commission on December 13, 2021 and the City Council on December 21, 2021.
- That the original project grant be fully repaid prior to any PayGo distributions to DDL Holdings, LLC or TWG Development, LLC. Staff continues to work with both parties on the repayment of the original project grant as was defined in the original development agreement.
- That the Developer, DDL Holdings, LLC, and the City agree to a formal schedule as to when remaining public improvements are to be completed, and that future PayGo distributions be conditioned on this schedule being followed. Staff is in ongoing discussions on how to best revise the schedule of remaining public improvements so that adequate increment is available to fund those projects.

And finally, to direct staff to prepare a formal amended development agreement subject to review by the City Attorney, and bring it back to the RDA for final review prior to forwarding it to the City Council for their consideration.

At its meeting on December 21, 2021, the City Council also approved this action on the development agreement.

Updated building plans were approved in June 2022.

Staff is comfortable that sufficient progress has been made on these original conditions to proceed with an updated development agreement to replace the previous agreement.

The key differences between the new agreement and the previous agreement are as follows:

- Updating of the project description from 225 market rate units to 233 units, of which 187 will be for persons at 60% of the area median income.
- Adding guaranteed minimum valuation language, as well as PILOT language.
- Adding updated language relating to the extension of TID 14.
- Updating the project calendar to reflect the current proposed schedule.
- Updating of default remedies for the City.

The City Attorney has prepared and/or reviewed these amendments, as has the legal counsel for both TWG and DDL.

RECOMMENDATION

To approve the amended development agreement as presented, and forward it to the City Council for their consideration.

FISCAL IMPACT

The lower valuation of the project will create a lower cash flow of TID increment over the life of the project. Staff is working with the developers of the Railyard to potentially amend and update the other remaining development agreements for TID 14 to reflect this and other changes.

ATTACHMENTS

- I. Rail Yard and The Fort DA FINAL RDA



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 21-07

TWG 2 @ THE RAIL YARD

This Development Agreement is made this _____ day of _____, 2022

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
TWG DEVELOPMENT, LLC, an Indiana limited liability company ("Developer"), and
DDL HOLDINGS, LLC, a Wisconsin limited liability company.

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
5-1772	419 Donald Driver Way	3.07	\$1,500,000.00

- B. The parcel listed above, shall be referred to as the "Property." The Property comprises approximately three and seven hundredths (3.07) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

- C. Developer intends to complete a Project, which includes the construction of a new five (5)-story mixed residential structure, with two hundred thirty-three (233) units broken out as follows:

1. One hundred and twenty-one (121) units of one (1)-bedroom rental units for residents at or below 60% of the area median income (AMI)
2. Thirty (30) units of one (1)-bedroom rental units at market rates.
3. Sixty-six (66) units of two (2)-bedroom rental units at residents at or below 60% of the area median income (AMI)
4. Sixteen (16) units of two (2)-bedroom rental units at market rates,
5. The first floor will include approximately 1,300 s.f. of commercial retail, while the remaining 5,800 s.f. will included a co-working/community room, leasing office, mailroom, dog wash & fitness center. There will also be 6 residential units with walk out access to Kellogg Street.

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

- D. As of January 1, 2019, the Property has an aggregate assessed value of one million five hundred thousand dollars (\$1,500,000.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:
1. Thirty-five thousand, seventy dollars (\$35,070.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Thirty-five thousand, seventy dollars (\$35,070.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$23.38); and
 3. Thirteen thousand, seven hundred twenty-five dollars (\$13,725.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twenty-one million dollars (\$21,000,000.00), which is anticipated to yield approximately:
1. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$23.38); and
 3. One hundred ninety-two thousand, one hundred fifty dollars (\$192,150.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

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 has included the Property within Tax Increment District No. Fourteen (14) (the “TID”), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs. Such request may be addressed by subsequent and separate agreements apart from this Agreement.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, 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 Developer, City, RDA and DDL Holdings, LLC, previously entered into an agreement “Development Agreement 19-04” dated December 19, 2019. Due to complications related to the Developer’s project financing and the COVID-19 pandemic, the project, which was the subject of Development Agreement 19-04, was halted after construction had begun on the site. Construction has remained suspended pending the establishment of new financing by the Developer.
- K. The Developer, City and RDA now desire to terminate Development Agreement 19-04 and to execute this Agreement.

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

I. PURPOSE

- A. Termination of Development Agreement 19-04. Development Agreement 19-04 is hereby terminated in accordance with Section IX. (A)(5) by mutual agreement of the parties in writing.
- B. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- C. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- D. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- E. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be one million five hundred thousand dollars (\$1,500,000.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means TWG Development, LLC, an Indiana limited liability company, or any assignee of the same.
- H. "Guaranteed Minimum" has the meaning set forth in Section III.F.
- I. "Payment in Lieu" has the meaning set forth in Section III.F.
- J. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- K. "Plans and Specifications" means the plans and specifications developed for the Project.
- L. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- M. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- N. "Project" means the Project as defined in the Recitals.
- O. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints;

crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

- P. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- Q. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- R. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- T. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- U. "TID" means Tax Increment District Number Fourteen ("TID 14" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 14 in 2006; TID 14 terminates in 2033. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs. Such requests may be addressed by subsequent and separate agreements apart from this Agreement.
- V. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- W. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer

shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

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

I. Development Agreement 17-02 (RailYard: North).

- a) As defined within Section II. of Development Agreement 17-02, dated December 1, 2017, entered into by and among the City, RDA and DDL Holdings, LLC ("Development Agreement 17-02"), the Project described herein shall qualify as a "Future Project".
- b) As described in Section III. B. 2. of Development Agreement 17-02, DDL Holdings, LLC has received the "Future Project Grant" of two million, one hundred thousand dollars (\$2,100,000.00) between Feb 2020-Dec 2020 on pay applications #20-29.
- c) In order for the City to cover the costs of debt service associated with this Future Project Grant, the Developer guarantees to all parties, including, without limitation, DDL Holdings, LLC, that the Project described herein shall have a minimum aggregate assessed value of no less than twenty-one million dollars (\$21,000,000.00) by December 1, 2024.
- d) As described in Section III. B. 4. of Development Agreement 17-02, the Project described herein shall create Incremental Property Value, which shall cause DDL Holdings, LLC to receive a corresponding amount of additional PAYGo Reimbursement. DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer.

2. 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) 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.
- b) 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.
- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
- d) The City shall first use the Available TIF Increment to cover its annual debt service obligation for the Future Project Grant to DDL Holdings, LLC as defined within Section III. B. 2. of Development Agreement 17-02 (RailYard: North). The City shall provide Developer a schedule of the annual costs of debt service associated with such

Future Project Grant, which is herein attached as EXHIBIT D. Should the annual debt service payment not consume all of the Available TIF Increment:

- (I) The City shall make available fifty percent (50%) of the remaining Available TIF Increment to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, and DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer; and
 - (II) The City shall then make sixty percent (60%) of the remaining Available TIF Increment available to the Developer.
- e) PAYGo Reimbursement payments, including the PAYGo Reimbursement transferred by DDL Holdings, LLC to Developer as set forth in this Agreement, 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, 2021, the TIF Increment would be determined as of January 1, 2022 and the PAYGo reimbursement would first be payable in 2023.
 - f) Developer represents that but for the PAYGo Reimbursement through 2036, the Developer will have inadequate funds to complete the Project. Accordingly, in the event the termination date of the TID is not extended from 2033 to 2036, the City, Developer, and DDL Holdings, LLC may amend this Agreement to provide for alternative incentive to be paid to (i) Developer under this Agreement and under Development Agreement 19-01, dated January 16, 2019 by and among the City, RDA, Developer and DDL Holdings, LLC ("Development Agreement 19-01 in amounts equal to the PAYGo incentive anticipated to be generated from 2033 to 2036 as necessary to complete the Project and the projects referenced in Development Agreement 19-01. Any proposed amendment of this Agreement shall be evaluated based on the performance of the Developer under this Agreement.

3. Qualified Expenditures. The TIF Incentive shall only fund, in order of priority:

- a) Public Improvements, as defined in Section II. N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
- b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
- c) Any other activity specifically approved by the City or RDA.

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

- 1. Monetary Limitation. The TIF Incentive in any year, exclusive of the Future Project Grant, and the TIF Incentive to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, shall not exceed sixty percent (60%) 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 Expenses incurred and paid by Developer.

3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.
- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.
- F. Guaranteed Minimum Payment; Payment in Lieu. Notwithstanding anything to the contrary herein, in the event that the TIF Incentive payable to Developer in any given tax year shall fall below \$539,844 for the tax year 2024, and increasing at a rate of 2% each year thereafter (the "Guaranteed Minimum") during the statutory life of the TID District (the "PILOT Term"), then the Developer or any successor owner of the Project shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in an amount sufficient to meet the Guaranteed Minimum (as determined by the assessor) (the "Payment in Lieu"). The Guaranteed Minimum and/or Payment in Lieu shall be available to Developer for reimbursement of Developer's Qualified Expenditures, provided Developer qualifies for the TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid for Qualified Expenditures. Such Payment in Lieu shall be due and payable at the same time and in the same manner as the ad valorem taxes are due and payable for such year. If the Developer or any successor owner fails to make the Payment in Lieu when due, the City may, in addition to all other remedies available to it, levy a special assessment against the Project in the amount of the difference between the actual TIF Incentive available for reimbursement to Developer and the Guaranteed Minimum. Any and all notice and hearing requirements which may be required under the law for such special assessment are hereby waived by Developer. Notwithstanding the levying of such special assessment, the payment obligation under this Section shall be the personal obligation of the person or entity that is the owner of the Project at the time that the TIF Incentive falls below the Guaranteed Minimum. The covenants contained in this Article shall be deemed to be covenants running with the land and shall be binding upon all owners of any portion of the Project for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenants and is entitled to enforce the same against all successor owners of the Project.

IV. OBLIGATIONS OF DEVELOPER

Except for the obligations set forth in Section IV. A. 2. below, which shall be the obligation of DDL Holdings, LLC to perform and complete, the following obligations of Developer shall be performed and completed exclusively by Developer, and DDL Holdings, LLC is hereby released from performing and completing any such corresponding obligations under Article IV of Development Agreement 17-02 with respect to the Property and the Project (as both are defined in this Agreement):

A. Concept Plan. Prior to February 1, 2022, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented herein. The Concept Plan shall clearly identify:

1. The location of all proposed Private Improvements; and
2. The location of all existing and future public streets.

Notwithstanding the foregoing, except for the Public Improvements and Private Improvements located entirely on the Property, DDL Holdings, LLC shall remain responsible for all Public Improvements and Private Improvements as set forth in Development Agreement 17-02, up to the Property boundary lines, including but not limited to the construction of storm water and sanitary infrastructure which shall be run to the boundary lines for the Property.

All new public streets shall be “complete streets” with appropriate accommodations for pedestrians and bicyclists, as well as appropriate landscaping and lighting.

Developer shall assume responsibility for (a) completion, repair and replacement of both Public Improvements and Private Improvements and infrastructure related to the Project, including, without limitation, any such improvements and infrastructure located on the west side of Donald Driver Way from Elmore Commons to Kellogg St. and the north side of Kellogg St. and (b) repair and replacement of any Public Improvements and Private Improvements, as defined in this Agreement, and any other private improvements or public improvements and infrastructure within The Rail Yard district damaged by Developer or its agents, contractors, etc. during construction of the Project or otherwise. Such repairs and replacements to be performed in compliance with all City codes, ordinances, laws and regulations.

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

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

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

1. Not less than thirty million dollars (\$30,000,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total hard costs and soft costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan. RDA approval shall be required for any proposed change in the unit count of units tied to income requirements during the life of the TID, as the RDA continues to consider additional residential development and the appropriate mix of unit types and rents within a half mile of this Project (such one-half (1/2) mile to be measured from the west side of the Fox River and west therefrom (for clarification purposes, the one-half (1/2) mile geographic area shall not extend beyond the Fox River to the east)). Accordingly the unit mix for this Project is deemed to be bound and obligated as set forth under this Agreement and shall be relied upon by the RDA as such when evaluating the appropriate mix of residential units in future projects.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.

2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Approval of a revised Planned Unit Development zoning as reviewed by the Plan Commission and approved by the City Council that allows increased residential uses and decreased commercial uses on the first floor compared to the previously approved project under the terms of Development Agreement 19-04.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than October 1, 2022, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than October 1, 2022, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than June 1, 2022, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. 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.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than July 1, 2022. Construction shall be completed no later than twenty-four (24) months from date of construction commencement. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

- M. Updated List of Public and Private Improvements - Developer shall work with DDL Holdings, LLC to submit a list of remaining public improvements yet to be installed in the overall Rail Yard. The list should be submitted to the City by October 1, 2022. This list should identify those public and private improvements specifically related to the Developer's project, and those related to the remainder of the build out of the Rail Yard. Each improvement on the list shall have an updated cost estimate and projected schedule. The final design, construction and schedule of these public and private improvements is subject to the approval of the City of Green Bay Department of Public Works. The purpose of this list is to serve as a planning document the City, the Developer and DDL Holdings, LLC to keep the installation of future improvements for the Rail Yard on schedule and to plan for the funding for these improvements.
- N. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- O. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- P. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- Q. Transfer or Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement without City and RDA consent only to an entity controlled and affiliated with Developer to own, manage and operate the Property, which shall include any single-purpose organizational entity (e.g. limited liability company or limited partnership) which shares common ownership with TWG Development, LLC. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- R. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access

necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

S. Commitment to Effective Property Management. Developer agrees to the following with regards to maintaining the property through the life of the TID:

1. Developer agrees to fairly, consistently and thoroughly implement tenant screening procedures consistent with State of Wisconsin statutes, federal law and any other requirements of applicable public financing entities (i.e. WHEDA, HUD, etc.). A copy of the standard lease utilized by the Developer is attached as Exhibit E.
2. Developer agrees to promptly address any tenant issues in accordance with executed leases procedures consistent with State of Wisconsin statutes, federal law and any other requirements of applicable public financing entities (i.e. WHEDA, HUD, etc.).
3. Developer agrees to maintain the property in compliance with all applicable City ordinances and codes, and promptly correct any violations and pay any fines within 30 days.
4. Developer agrees to grant access to the common areas of the project for purposes of inspection upon request of the City, and to coordinate access for individually rented units with the lease holder as needed and in compliance with State of Wisconsin statutes, federal law and any other requirements of applicable public financing entities (i.e. WHEDA, HUD, etc.).
5. Developer agrees to participate in quarterly meetings as scheduled and managed by the City or as requested by DDL Holdings, LLC, On Broadway, Inc., and/or the City to address any potential concerns of businesses and residents within a half-mile of the Project (such one-half (1/2) mile to be measured from the west side of the Fox River and west therefrom (for clarification purposes, the one-half (1/2) mile geographic area shall not extend beyond the Fox River to the east)). These meetings shall include representatives of the Department of Community & Economic Development and Building Inspection Division at the request of the convening party. Any violations of City codes or ordinances and any issues or concerns discussed at the aforementioned meetings which are not resolved by Developer to the reasonable satisfaction of the City may result in enforcement actions, and potential withholding of PayGo payments to the Developer, until such violations are corrected or such issues or concerns are resolved to the reasonable satisfaction of the City. DDL Holdings, LLC may require the Developer to address other issues related to the condition, management or operation of the property beyond City codes or ordinances through a separate agreement at their discretion. To the extent any issues or concerns discussed at the aforementioned meetings relate to the condition, management or operation of the Property, or any other matter not addressed by resolution of violations of the City's codes or ordinances, Developer shall resolve or correct such issues and concerns to the reasonable satisfaction of DDL Holdings, LLC.

T. Environmental.

- I. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with

copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property that arise on or after the date of acquisition; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- U. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease - one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) one million dollars (\$1,000,000.00) per occurrence; and Property Damage - two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV. S. 3. above.

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

V. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, DDL Holdings, LLC and their respective members, officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, RDA or DDL Holdings, LLC, which notice shall be given by the City, RDA or DDL Holdings, LLC, as the case maybe, within ten (10) days of the knowledge of such claim, suit or action by the party giving such notice. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City, RDA and DDL Holdings, LLC 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, RDA and DDL Holdings, LLC may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which any of them is entitled to indemnification by Developer; provided, however, that if the City, RDA or DDL Holdings, LLC is advised in writing by its respective legal counsel that there is a conflict between the positions of Developer and the City, RDA and DDL Holdings, LLC, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City, RDA or DDL Holdings, LLC different from or in addition to those available to Developer, then respective legal counsel for the City, RDA or DDL Holdings, LLC, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City, RDA or DDL Holdings, LLC. Developer shall not enter into any compromise or settlement without the prior written

consent of the City, RDA or DDL Holdings, LLC, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City, RDA or DDL Holdings, LLC, as the case may be, shall be reasonable grounds for the City, RDA or DDL Holdings, LLC 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, RDA and DDL Holdings, LLC for the reasonable fees and expenses of the respective counsel(s) retained by the City, by RDA and by DDL Holdings, LLC, and shall be bound by the results obtained by the City, RDA and DDL Holdings, LLC; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City, RDA and DDL Holdings, LLC as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City, RDA and DDL Holdings, LLC, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City, RDA or DDL Holdings, LLC 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 its contractors and subcontractors, as well as the Project itself, to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all labor and environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City, RDA nor DDL Holdings, LLC shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
 - 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 - 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 - 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 - 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach, including withholding of PayGo payments to the Developer until temporary defaults are remedied to the satisfaction of the City.
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

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

1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate at the end of tax year 2033, unless the JRB extends the termination date of TID 14, in which case, TIF payments shall terminate at the end of tax year 2036.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. P., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. 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.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City, RDA and DDL Holdings, LLC are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City, RDA or DDL Holdings, LLC (except with respect to Section IV.A.2 of this Agreement or as otherwise set forth in the Development Agreement 17-02 with respect to the Public Improvements and Private Improvements to be located outside of the boundary lines for the Property, including but not limited

to, the construction of storm water and sanitary infrastructure which shall run to the boundary lines for the Property, but except for the Public Improvements and Private Improvements located entirely on the Property) be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

- F. 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.
- G. 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.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. 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 RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301

To the Developer: TWG Development, LLC
 Attention: Ryan Kelly
 Copy to: Dustin Detzler, Counsel
 1301 E. Washington St. Suite 100
 Indianapolis, IN 46202

To DDL Holdings, LLC: DDL Holdings, LLC
 Attention: Paul B. Belschner
 340 N. Broadway, Suite 460
 Green Bay, WI 54303

Attention: Brent M. Weycker
340 N. Broadway, Suite 460
Green Bay, WI 54303

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

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. 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.
- L. 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.
- M. 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.
- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. 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).
- P. 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.
- Q. 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.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 5

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

**DEVELOPER:
TWG Development, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Personally came before me this _____ day of _____ 2022, the above named _____, a member of TWG Development, LLC, an Indiana limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Indiana
My Commission Expires _____

Signature page 2 of 5

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

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 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.

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

Signature page 3 of 5

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

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechshulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named Gary J. Delveaux and Neil Stechshulte, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 4 of 5

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

DDL HOLDINGS, LLC

By: _____
Brent M. Weycker, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named Brent M. Weycker, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 5 of 5

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

DDL HOLDINGS, LLC

By: _____
Paul B. Belschner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named Paul B. Belschner, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A

Property Map

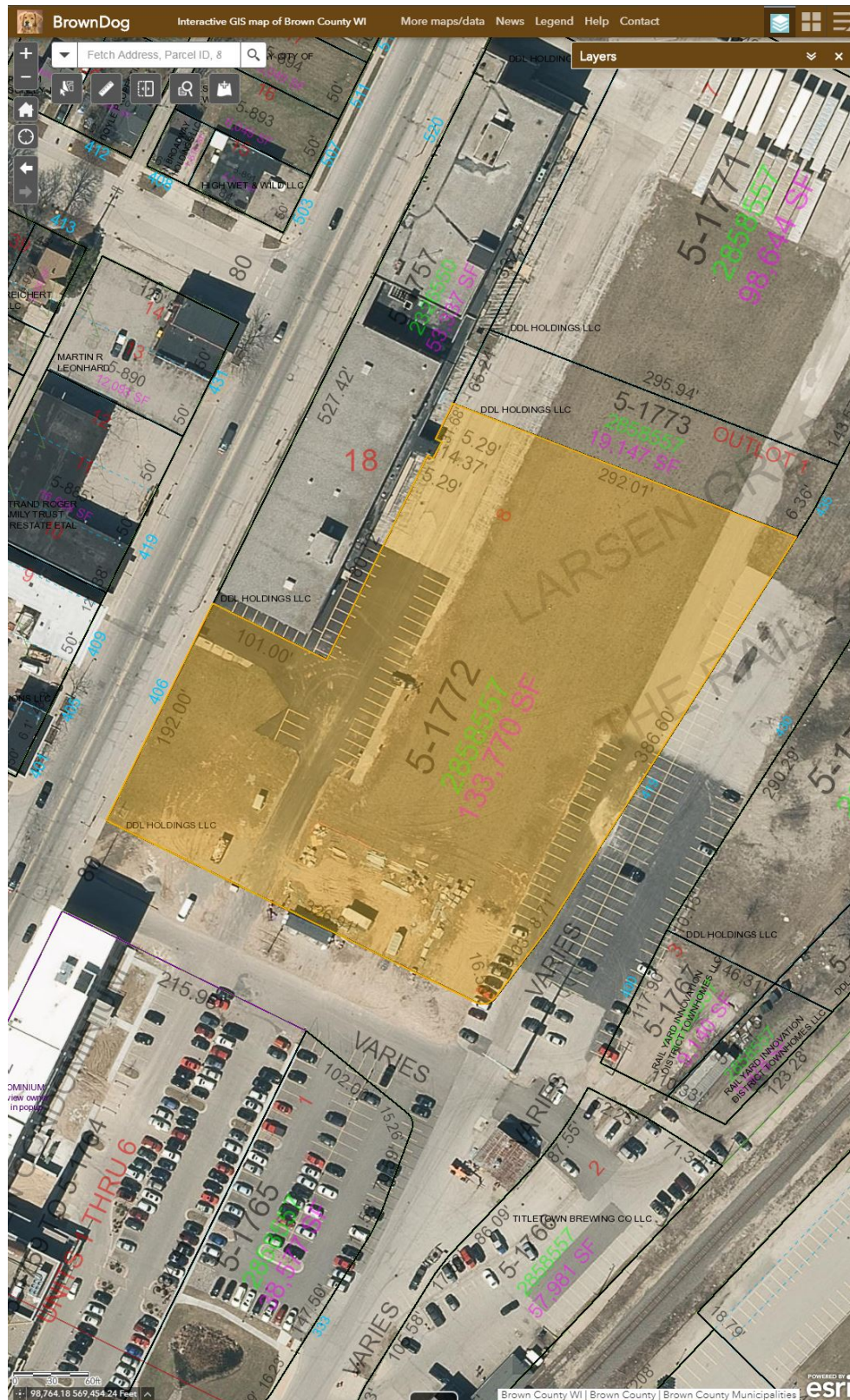
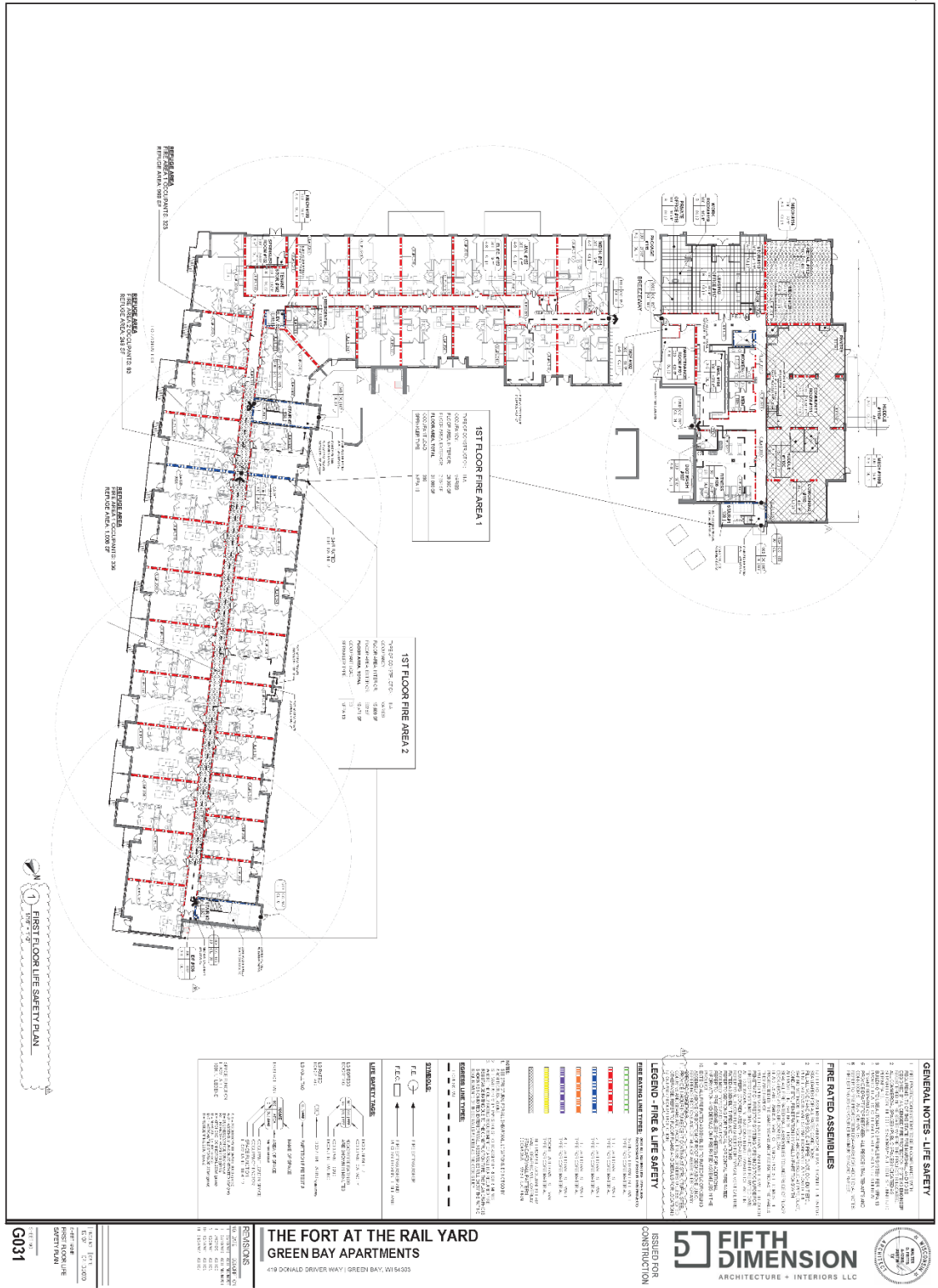


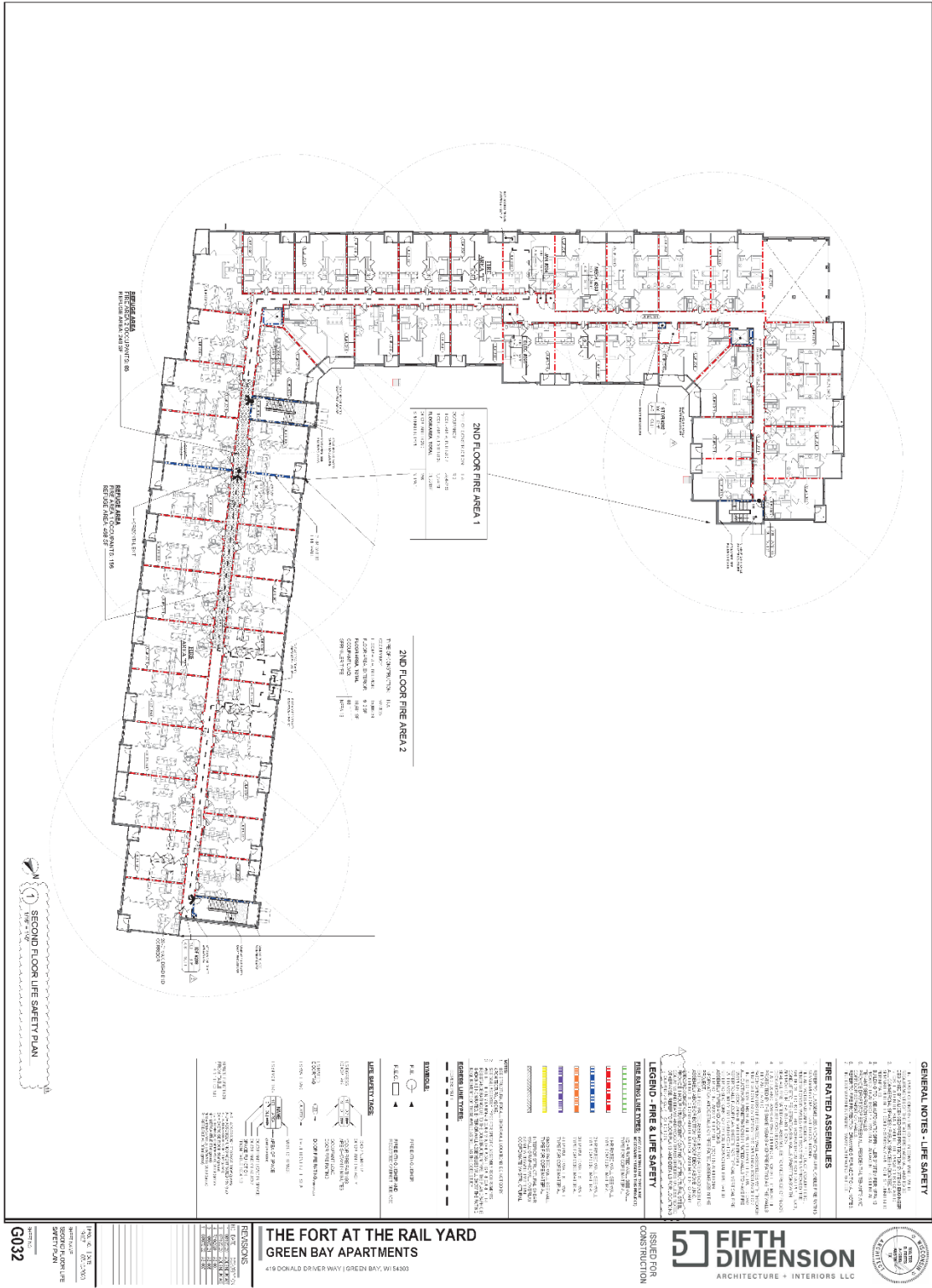
EXHIBIT B
Legal Description
LOT 8 THE RAIL YARD

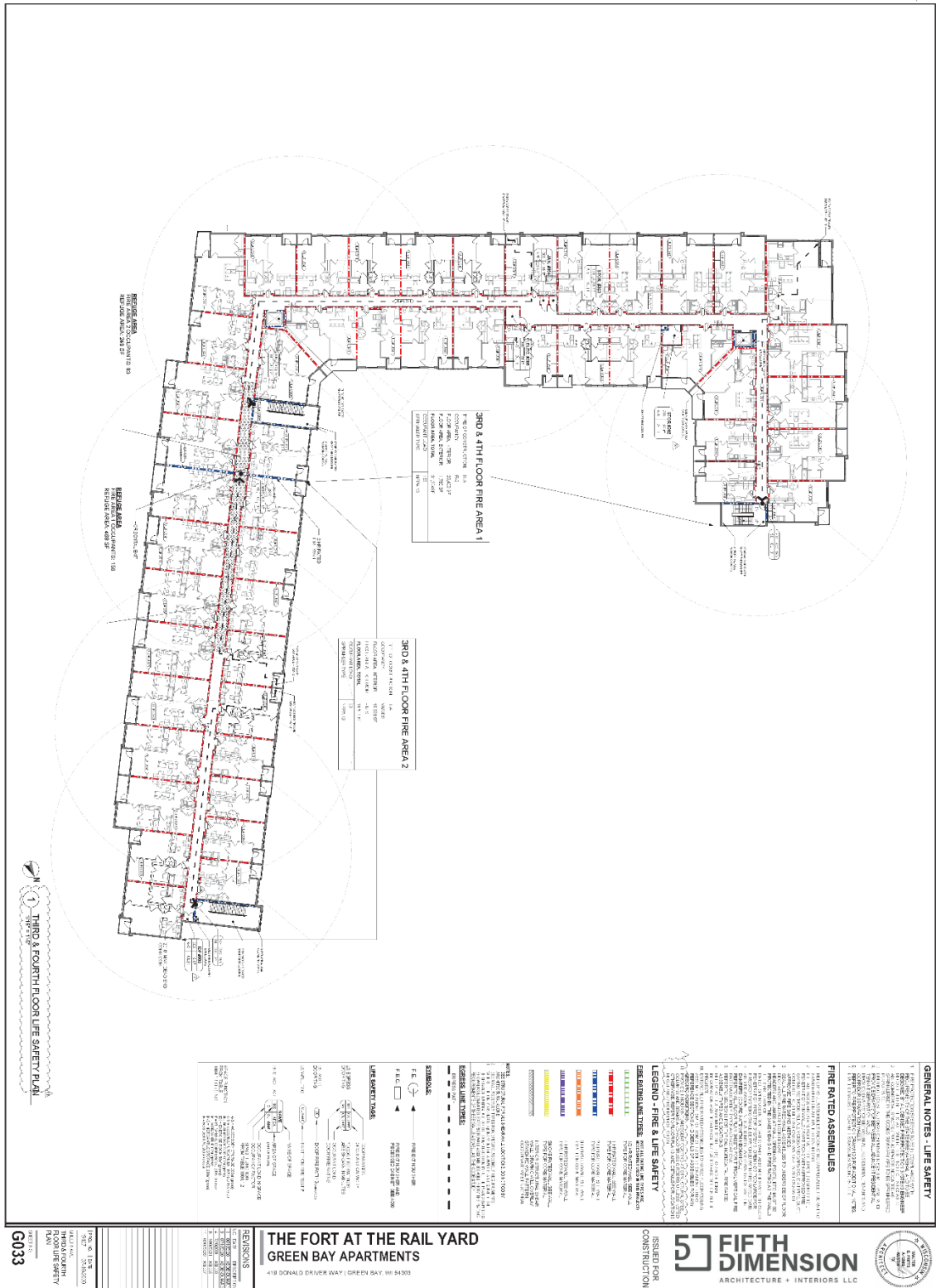
EXHIBIT C
Preliminary Concept Plan











		UNIT TYPE														
		1 BED / 1 BATH										2 BED / 2 BATH				
LEVEL		1A	1B	1B-UD	1B-HC	1B-HCUD	1C	1D	1D-HCUD	1E	1F	2A	2B	2B-HC	2C	# / FLR
1		2	17		1			4			1	1	10			36
2		2	9	8		3	1	7		1	1	1	15	1		49
3		2	8	9		3	1	6	1	1	1	1	16		1	50
4		2	8	9		3	1	7		1	1	1	15	1	1	50
5		2	8	8		3	1	7		1	1		16		1	48
Sub-total		10	50	34	1	12	4	31	1	4	5	4	72	2	3	233
% by UNIT TYPE		4%	21%	15%	0%	5%	2%	13%	0%	2%	2%	2%	31%	1%	1%	
Total		152										81				
% by BEDROOM #		65%										35%				
% HC		9%										2%				7%
NOTES	2% OF ALL DWELLING UNITS ARE TO BE MOBILITY ACCESSIBLE TYPE A ANSI UNITS. REMAINING UNITS ARE TO BE TYPE B ANSI UNITS. ALL UNITS WITH THE DESIGNATION "HC" ARE TO BE ANSI TYPE A UNITS. ALL OTHER UNITS IN THE PROJECT ARE ANSI TYPE B UNITS.															

EXHIBIT D
Annual Costs of Debt Service Associated with the Future Project Grant

[To be included when borrowing occurs]



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # M.12

To approve an amendment to Development Agreement 20-01 regarding clarification of project dates.
(08/23/2022)

BACKGROUND

The RDA approved the amended terms at a previous meeting, but it was not clear if the amended dates in the staff report were included in the motion to approve. For clarity purposes, staff has attached the amendment to the agreement with the correct dates included.

RECOMMENDATION

Approval of the amended development agreement with updated project dates as presented.

FISCAL IMPACT**ATTACHMENTS**

- I. 200 N. Monroe DA 1st amendment RDA FINAL 082222

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 20-01

200 N. MONROE PROPCO LLC

This First Amendment to Development Agreement 20-01 is made this ____ day of _____, 2022, by
THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), THE REDEVELOPMENT
AUTHORITY OF THE CITY OF GREEN BAY ("RDA") and 200 N. MONROE PROPCO, LLC a
Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, 200 N. MONROE PROPCO, LLC proposed to develop certain real property, identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres	Assessed Value
11-156	227 N. Quincy St.	0.122	\$0.00
11-157	221 N. Quincy St.	0.122	\$0.00
11-158	624 Pine St.	0.201	\$0.00
11-159	618 Pine St.	0.201	\$0.00
11-160	616 Pine St.	0.804	\$0.00
11-191	605 Cherry St.	0.402	\$0.00

WHEREAS, 200 N. MONROE PROPCO, LLC entered in Development Agreement 20-01 with the RDA and the City, dated as of June 29, 2021, (the "Agreement") to complete a Project consisting of a five (5)-story mixed-use structure facing Monroe Avenue, with approximately One Hundred Seventy-two (172) residential apartment units, in a mix of studio, one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store of approximately 15,000 square feet with approximately 7,000 sq. ft of other retail space for a total of approximately twenty-two thousand (22,000) square feet of retail space on the first floor; and

WHEREAS, 200 N. MONROE PROPCO, LLC as Developer desires to amend the Agreement so that the RDA and City provide additional financial assistance to assist with excessive construction costs and interest rates, and project deadlines are updated to accommodate a later project start.

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

I. Amendments. The Agreement is hereby amended as follows:

- a. In Recital D,
 - i. Delete the following terms: "January 1, 2021"
 - ii. Replace it with the following terms: "January 1, 2022"
- b. In Recital F,
 - i. Delete the following terms: "January 1, 2022"
 - ii. Replace it with the following terms: "January 1, 2023"
- c. In section II. T.
 - i. Delete the following terms: "January 1, 2022"

- ii. Replace it with the following terms: "January 1, 2023"
- d. In Section III. B. I.,
 - i. Delete the following terms: "June 1, 2022"
 - ii. Replace it with the following terms: "January 1, 2023"
 - iii. Delete the following terms: "December 31, 2022"
 - iv. Replace it with the following terms: "May 1, 2023"
- e. In Section III. B. I. e),
 - i. Delete the following term: "December 31, 2022"
 - ii. Replace it with the following term: "May 1, 2023"
- f. In Section III. B. 2. a),
 - i. Delete the following terms: "January 1, 2023"
 - ii. Replace it with the following terms: "January 1, 2024"
- g. In Section III. B. 2. e) (I),
 - i. Delete the following language: "Provided the aggregate assessed Property value meets or exceeds twenty-two million, (\$22,000,000.00) on or before January 1, 2026, the City shall make available seventy-five percent (75%) of the remaining TIF Increment to the Developer until all Qualified Expenditures have been repaid or the incentive period expires."
 - (I) Replace it with the following language: "Provided the aggregate assessed Property value meets or exceeds twenty-two million, (\$22,000,000.00) on or before January 1, 2026, the City shall make available eighty percent (80%) of the remaining TIF Increment to the Developer for tax years 2027 to 2033, and seventy five percent (75%) of the remaining increment to the Development for tax years 2034 to 2049 until all Qualified Expenditures have been repaid or the incentive period expires."
- h. In Section IV. B.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "January 1, 2023"
- i. In Section IV. C.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "January 1, 2023"
- j. In Section IV. F.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "January 1, 2023"
- k. In Section IV. G.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "January 1, 2023"
- l. In Section IV. H.,
 - i. Delete the following language: "By no sooner than June 1, 2022, but no later than December 31, 2022"

- ii. Replace it with the following language: “By no sooner than January 1, 2023, but no later than **May 1, 2023**”
 - m. In Section IV. L.,
 - i. Delete the following terms: “DECEMBER 31, 2022”
 - ii. Replace it with the following terms: “June 1, 2023”
 - n. In Section IX. B.,
 - i. Delete the following language: “TIF payments shall only continue for a period of no longer than twenty-two (22) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2044.”
 - ii. Replace it with the following language: “TIF payments shall only continue for a period not to exceed the projected life of the TID which is intended to terminate at the end of the tax year 2049.”
2. **Remaining Terms and Conditions.** The Parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement 20-01 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 3

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

DEVELOPER:
200 N. Monroe PropCo, LLC

By: _____

Michael Klein, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named _____, a member of 200 N. Monroe PropCo, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
200 N. MONROE PROPCO, LLC

By: _____
Eric Genrich, Mayor

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 _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
200 N. MONROE PROPCO, LLC.

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.I

To refer to staff to prepare a report on condition and associated repair schedule for the numerous railroad crossings in the City of Green Bay that are in need of repair and to include railroad companies, including the Canadian National Railroad, in these discussion efforts. (Ald. Steuer)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.2

To receive and place on file the request by Ald. Stevens on behalf of Shane Zirbel to install two streetlights along Van Duren Street between Newtols Street and Spinnaker Lane (referred to staff at the Wednesday, July 27, 2022 Improvement and Services Committee meeting). (Ald. Stevens)

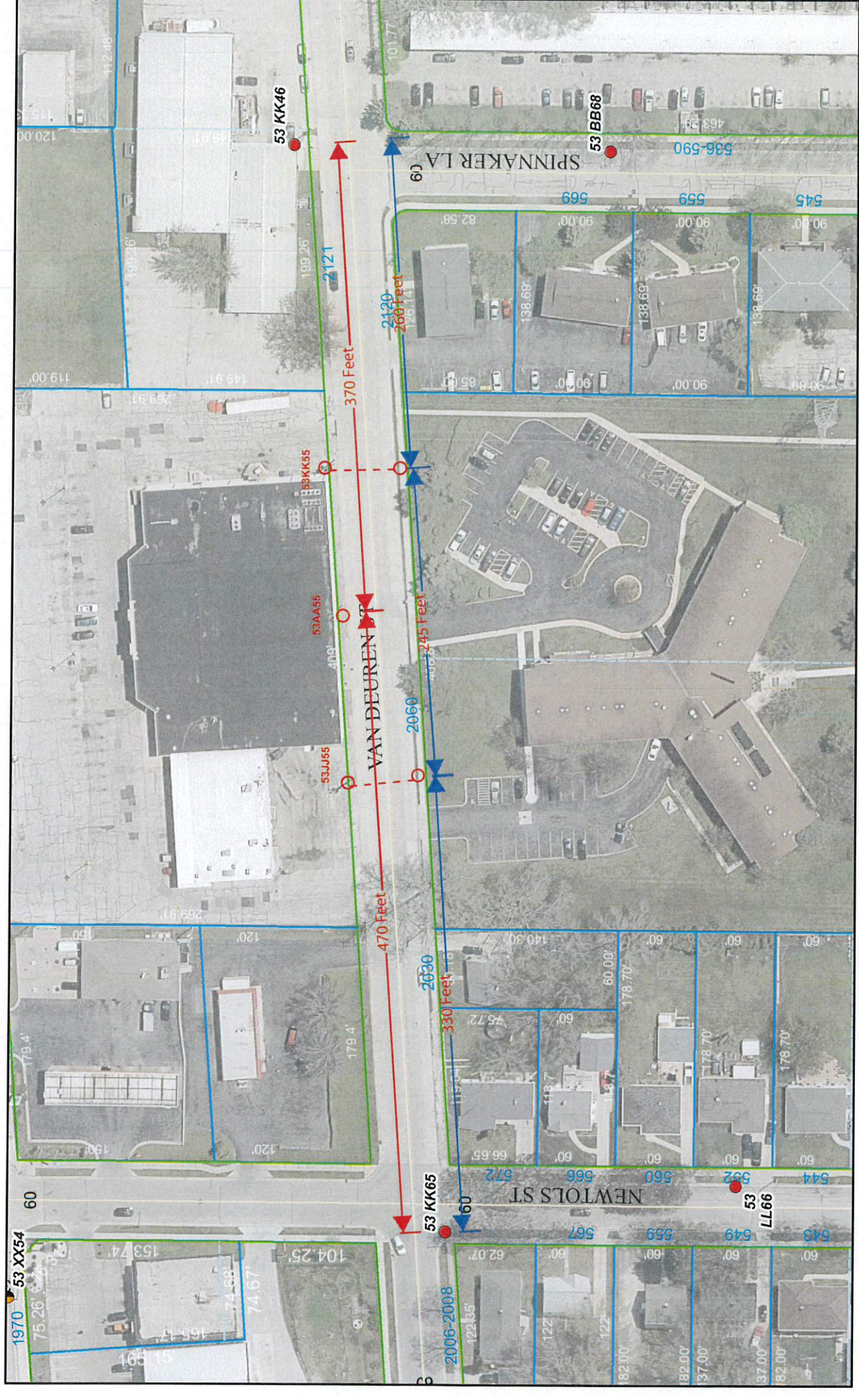
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. I



1 in = 100 ft

4. Consideration with possible action on the request by Ald. Stevens on behalf of Shane Zirbel to install two street lights along Van Duren Street between Newtons Street and Spinaker Lane(Ald. Stevens)

Recommendation:

- 1) Receive and place on file. University Market replaced all non functional wall packs and roadway is now well lit. Shane Zirbel said roadway lighting is no longer needed.
- 2) Install (1) 9,000 lumen LED streetlight on existing WSPC pole number 53AA55. No up-front cost just monthly cost for streetlight .
- 3)Install (2) new WSPC poles on south side of street fed from poles 53JJ55 AND 53KK55. Up front \$2,000.00 estimate to install new poles and wire. May require an easement for support guy wire.



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.3

To approve the request from the property owner at 1146 S. Maple Avenue (Parcel I-756 Lot I) for general deferment of pavement special assessments of 134.43 front feet associated with the reconstruction of S. Maple Avenue in 2023, due to unbuildable lot of inadequate size for any proposed improvement, in accordance with Ordinance Sec. 34-41 (a)(3).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. I



Parcel 1-756

Map printed on 8/24/2022

1:480
1 inch = 40 feet*
1 inch = 0.00758 miles*
*original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key

	Parcel Boundary		"hooks" indicate parcel ownership crosses a line
	Condominium		
	Gap or Overlap		

- 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



(920) 448-6480
www.browncountywi.gov



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.4

To approve the Professional Services Contract with Modjeski and Masters for the design of the West Leaf Mechanical Rehabilitation for the Main Street Bridge over the Fox River, B-5-311, in the amount of \$253,095.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Revised Nitschke Bascule Bridge Rehab Design - 7-19-2022



Colorado | Illinois | Louisiana | Michigan | Missouri | New Jersey | New York | North Carolina | Pennsylvania | Texas | Washington, DC | West Virginia

7/19/2022

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 Rehabilitation Design**
Engineering Services Proposal

Dear Ms. Hobbs:

Modjeski and Masters, Inc. (M&M) is pleased to provide the City of Green Bay (City) the following Proposal for Engineering Services to provide design services, preparation of bid documents and construction support for the mechanical systems at the subject bridge.

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

West Bascule Leaf Pump Rehabilitation Scope

Description of Work

As a follow-up to M&M's on-site investigation and assessment of the Ray Nitschke Memorial Bridge, we have developed a coordinated approach for repairs and rehabilitation of its mechanical components. This scope was prepared collaboratively with the City of Green Bay engineering and maintenance staff. The Scoping Inspection Report dated July 19, 2022, is attached for reference. This proposal is for a portion of the scoped rehabilitation as detailed below.

Procurement Work

There are some procurement activities that the City can execute by the end of the year. Other procurements must wait until the on-site Phase 1 work is conducted. M&M will prepare documents and provide contract assistance to the City for three separate activities:

- New Pump Procurement to be performed by Oilgear
- Spare Hydraulic Motor Procurement
- Existing West Leaf Pump A Rehabilitation to be performed by Oilgear (once the pump is removed in Phase 1)

The details of these contracts are described in the Scoping Inspection Report. The documents provided by M&M for these contracts will consist of specifications and/or special provisions detailing the work required.

Rehabilitation Work

M&M will prepare plans and specifications detailing the main rehabilitation work on the West bascule leaf and other recommended tasks for both leaf HPUs to be completed in two phases over the 2022-23 and 2023-24 winter shutdowns. M&M will prepare one set of contract documents, specifying tasks to be included in each phase as detailed in the Scoping Inspection Report. Rehabilitation design work and procurement may occur simultaneously, and we estimate design phase to be approximately 11 weeks. To complete the design, we will need information gathered from the strain gauge balance testing site visit to

confirm component information. This work has been proposed in a separate proposal dated 5/16/22. We understand the City would like to have contract documents prepared for a late fall letting. We have included time for PM and Mechanical Engineer to attend 2 meetings during design phase. The proposal assumes only time required to develop technical specification and special provisions. It is assumed that the City will develop all general bid package documents and special provisions.

M&M will provide in-office construction support services including shop drawing review, RFI response, reviewing construction procedures, and construction coordination. Our fee includes reviewing up to 15 submittal packages (5 for Phase I and 10 for Phase II) and responding to 15 RFIs (5 for Phase I and 10 for Phase II). This proposal assumes attendance by PM or engineer at weekly progress calls and or virtual meetings during the construction phase.

M&M will provide on-site assistance during construction to help ensure the work conforms to the contract requirements. We anticipate six trips by an Engineer to site or shop to evaluate progress and to conduct final inspection (2 for Phase I and 4 for Phase II). The final inspection for each phase of construction will include:

- Final inspection of the complete work to develop a punchlist
- Machinery operational testing
- Commissioning of the span drive system

Optional Services

MM recommends the following items also be included in this contract as budget allows:

- **Lubrication and Maintenance Manual**

It is M&M's understanding that the City does not have a current maintenance manual for the bridge operating machinery. It is strongly recommended that a manual be created to provide information on best practices for performing bridge maintenance. M&M will create a manual that will include detailed instructions, with illustrations and photographs, on maintaining the bascule bridge machinery, including lubrication charts to denote all maintenance points, and a maintenance schedule that includes time intervals for all maintenance items.

- **On-site hydraulic training for maintenance personnel**

M&M will conduct a class at the bridge site for the maintenance personnel to instruct best practices of maintaining the movable bridge machinery, including hydraulic components, by an Engineer and a hydraulic specialist. The on-site training is anticipated to take 3 days at the bridge site.

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 the Procurement work, and Phase I and Phase II work based on actual costs plus fixed fee with a not to exceed amount of \$197,640 as shown below. Also for your consideration are O&M Manual and Training services at additional costs shown. 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.

The proposed fee for each of the above-described items is as follows:

- Procurement Work \$ 8,630
- Phase I & Phase II – 2023-2024 Rehabilitation Contract



City of Green Bay
Department of Public Works

Ray Nitschke Memorial Bascule Bridge Inspection Proposal



Ms. Trista Hobbs

- 3 -

7/19/2022

- o Plans and Specifications \$ 51,010
 - o In-Office & On-Site Construction Support Services \$ 138,000
- Optional Services
 - o O&M Manual \$ 25,230
 - o On-Site Maintenance Training
 - M&M Engineer \$ 14,225
 - Hydraulic Specialist \$ 16,000

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 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,

A handwritten signature in blue ink, appearing to read "Laura Rampersad".

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

Attachment

cc: LLR, kwj, glf, tjm



City of Green Bay
Department of Public Works

Ray Nitschke Memorial Bascule Bridge Inspection Proposal



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.5

To approve the request by Department of Public Works to enter into a Professional Services Agreement with Multimedia Communications and Engineering, Inc. (MCE) for fiber optic (TDS) installation inspection services.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.6

To approve the request by Department of Public Works to award the East River Trail & Canoe/Kayak Launch project at staff level.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.7

To approve the proposed 2023 Parking Division rate structure.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2023 parking rate report

To: Improvements and Services Committee

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

Date: August 16, 2022

Re: Proposed 2023 Parking Division Rates and Fees

INTRODUCTION

DPW-Parking System Division (a.k.a. – Parking Division) must generate its own revenue to cover operating expenses and facility maintenance. In addition, Parking Division must pay for 1) outstanding parking ramp construction and maintenance bonds, 2) Finance Department support, 3) I/T Department support, and 4) Law Department support. City property tax revenue contributes zero (0) funding toward Parking Division operating cost.

Due to Parking Division's self-funded nature, annual revenue must keep up with operating expenses. Operating expenses are kept as low as practical to maintain financial stability while providing reasonable parking rates and fees. But when operating costs increase, parking rates and fees must increase to balance the budget.

Proposals for rate/fee changes are based on 1) economic trends, 2) parking industry trends, 3) operating expenses, and 4) cost of Parking Division programs. These factors are compared against revenue, and the budget is balanced accordingly. The intent of this report is to document the recommended 2023 Parking Division rate and fee structure.

HISTORY AND DISCUSSION

Monthly parking ramp/lot rental rates – Rental parking contributes the largest number of parked vehicles to the City's parking system. Because of this, Parking Division makes all attempts to be frugal when adjusting rental rates while still maintaining a financially-solvent City parking system.

Typical annual rental rate increases have ranged from 2% to 3% to keep up with economic trends. However recent economic and pandemic effects have greatly increased business operating costs. Those trends have resulted in a double-digit increase to the consumer price index (CPI) and Parking Division operating costs have increased as a result. In light of the above trends, Parking Division has no option but to propose a rental rate increase of five percent (5%) for 2023 to maintain financial solvency.

The most significant operating cost increases are motor fuel, electricity, and hardware; all of which are used to maintain and operate parking lots and ramps. In addition, the global pandemic led to many businesses instituting work-from-home policies, which severely reduced parking ramp and lot occupancy. As a result, Parking Division facility occupancy is

down 40% compared to 2019 (pre0pandemic) occupancy. Reduced occupancy means reduced economics-of-scale benefit, which means higher prices for consumers.

Parking rental rates historically increase by the prescribed percentage, then adjusted up to the nearest dime. Advertised parking rental rates do not include sales tax. So sales tax is charged to rental parking patrons on top of rental fees. A history of ramp/lot rental rate increases is included in Table 1.

Hourly parking fees – Parking ramp and parking meter hourly rates vary from city to city depending on size of the parking program, strength of business district, local economy, and political environment in each community. The City of Green Bay parking ramp hourly rate was increased to \$0.85 per hour for 2019, and the parking meter rate was increased to \$0.95 per hour for 2022.

In addition to the parking meter rate increase, the metered hourly parking rate in River Ramp and Adams Street Lot were increased to \$1.10 per hour for 2022. These are high-demand parking facilities that fill to capacity regularly. Higher rates at these locations encourage longer-term parking patrons to park at another location. Parking Division proposes no change in hourly parking rates for 2023. A history of hourly parking fees is included in Table 2.

Parking citation rates – Parking citation rates vary from city to city depending on size of the parking program, strength of business district, political environment, and local economy. Green Bay's citation rates typically increase due with regional trends, and local indicators that identify parking patrons are getting too accepting of citation rates. If parking patrons get comfortable paying a certain citation fee, then the rate structure is not effective and citation rate increases should be considered.

All parking citation rates and late fees were last increased for 2020. Parking Division proposes no change in parking citation rates or associated late fees for 2023. However a statewide citation rate evaluation will be conducted to determine if rates should be changed for 2024. A history of parking citation rates is included in Table 3.

CONCLUSIONS AND RECOMMENDATIONS

Based on 2023 operating expense projections and Parking Division's goal to avoid use of property tax revenue, it is recommended that the following parking rate/fee structure be adopted effective January 1, 2023:

1. **Increase** parking rental rates five percent (5%) rounded up to the nearest dime
2. **Maintain** the parking meter rate at \$0.95 per hour
3. **Maintain** the Adams Street Lot and River Ramp hourly parking rate at \$1.10 per hour
4. **Maintain** the parking ramp hourly parking rate at \$0.85/hour
5. **Maintain** current parking citation rates as follows:
 - a. Overtime parking and expire meter – \$22
 - b. No parking and overnight on-street parking – \$32

- c. No stopping/standing, hydrant, fire lane, and bus stop – \$42
- d. One-week late fee – \$12 added to citation face value (= \$12 plus citation face value)
- e. One-month late fee – \$22 added to citation face value and \$12 one-week late fee (\$22 + \$12 = \$34 plus citation face value)

It is *critical* to note that the parking rates noted above were used to develop the 2023 Parking Division revenue and operating budgets. Again, due to the self-funded nature of Parking Division operations, changes to the revenue budget directly affect the operating budget. If parking rates or fees are modified from those proposed above, the 2023 Parking Division budget must similarly be modified to balance the change in projected revenues.

Table 1
Parking Rental Rate Increase History

<u>Year</u>	<u>Rental Rate Increase (over previous year)</u>
2002	4% rate increase
2003	4% rate increase
2004	4% rate increase
2005	4% rate increase
2006	No rate increase; AND volume discount rental rate structure introduced
2007	3% rate increase
2008	3% rate increase
2009	3% rate increase
2010	No rate increase
2011	No rate increase
2012	2% rate increase
2013	No rate increase
2014	No rate increase
2015	2% rate increase
2016	2% rate increase
2017	2% rate increase
2018	No rate increase
2019	2% rate increase
2020	2% rate increase
2021	2% rate increase
2022	3% rate increase
2023	5% rate increase

Table 2
Hourly Parking Rate History

<u>Year</u>	<u>Ramp Hourly rate</u>	<u>Adams Street Lot/River Ramp</u>	<u>Parking Meters</u>
1972 (January 1)	\$0.10 per hour	N/A	\$0.10 per hour
1977 (January 1)	\$0.25 per hour	N/A	No change
1982 (June 28)	No change	\$0.20 per hour	\$0.20 per hour
1986 (December 1)	No change	\$0.20/hour (1-4 hrs); \$0.40/hr beyond 4	No change
1990 (July 1)	\$0.30 per hour	No change	\$0.25 per hour
1991 (January 1)	No change	No change	\$0.30 per hour
1994 (July 1)	\$0.35 per hour	\$0.35/hour (1-4 hrs); \$0.55/hr beyond 4	\$0.35 per hour
1996 (July 1)	\$0.40 per hour	\$0.40/hour (1-4 hrs); \$0.60/hr beyond 4	\$0.40 per hour
2001 (November 19) Green Bay Gold Program begins	\$0.50 per hour (first hour free)	\$0.50/hour (1-4 hrs); \$0.70/hr beyond 4	\$0.50 per hour
2004 (January 1)	No change	No change	\$0.55 per hour
2006 (January 1)	No change	\$0.70 per hour	No change
2008 (January 1)	\$0.55 per hour (first hour free)	\$0.75 per hour	\$0.60 per hour
2015 (January 1)	\$0.75 per hour	\$1.00 per hour (Adams)	\$0.75 per hour
2016 (River Ramp)	No change	\$1.00 per hour (River)	No change
2018 (January 1)	No change	No change	\$0.85 per hour
2019 (January 1)	\$0.85 per hour & change first hour N/C to first 15- minutes N/C	No change	No change
2020 (January 1)	No change	No change	\$0.90 per hour
2021 (January 1)	No change	No change	No change
2022 (January 1)	No change	\$1.10 per hour (Adams)	\$0.95 per hour
2023 (January 1)	No change	No change	No change

Table 3 Parking Citation Rate History

Citation Rate Change History							
<u>Year</u>	<u>Overtime Parking</u>	<u>No Parking</u>	<u>No Stopping / Standing</u>	<u>Truck off Truck Route</u>	<u>Disabled</u>	<u>1 week late</u>	<u>1 month late</u>
2000	\$4	\$10	\$20	\$50	\$50	Add \$4	add \$7
2001	\$8	\$15	\$25	No change	\$75	No change	No change
2002	No change	No change	No change	No change	No change	No change	No change
2003	No change	No change	No change	No change	No change	No change	No change
2004	No change	\$20	\$30	\$60	\$100	Add \$5	add \$10
2005	No change	No change	No change	No change	No change	No change	No change
2006	No change	No change	No change	No change	No change	No change	No change
2007	No change	No change	No change	No change	No change	No change	No change
2008	No change	No change	No change	No change	No change	No change	No change
2009	\$10	No change	No change	No change	No change	No change	No change
2010	No change	No change	No change	No change	No change	No change	No change
2011	No change	No change	No change	No change	No change	No change	No change
2012	No change	No change	No change	No change	No change	No change	No change
2013	No change	No change	No change	No change	No change	No change	No change
2014	No change	No change	No change	No change	No change	No change	No change
2015	\$15	\$25	\$35	No change	No change	No change	No change
2016	No change	No change	No change	\$100	No change	No change	No change
2017	No change	No change	No change	No change	\$150	Add \$7	Add \$15
2018	No change	No change	No change	No change	No change	No change	No change
2019	No change	No change	No change	No change	No change	No change	No change
2020	\$22 **	\$32 **	\$42 **	\$102 **	\$302 **	Add \$12	Add \$22
2021	No change	No change	No change	No change	No change	No change	No change
2022	No change	No change	No change	No change	No change	No change	No change
2023	No change	No change	No change	No change	No change	No change	No change

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



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.8

To approve the award of the following contracts:

- A. WSG 2-22 REROOF to Northeastern Roofing in the amount of \$949,981.00
- B. SEWERS 2-22 MINI-SEWERS to Kip Gulseth in the amount of \$479,179.55

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Bid Summary-Public WSG 2-22 REROOF
- 2. BID RESULTS

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

WSG 2-22 REROOF

Tuesday, August 16, 2022

Contractor	Bid	Bid Bond
Northeastern Roofing	\$949,981.00	5%
Weinert Roofing	\$971,250.00	5%
Northern Metal & Roofing	\$1,152,780.00	5%
Crafts, Inc	\$1,170,039.00	5%
Any questions, call 920-448-3100		

SEWERS 2-22 MINI - SEWERS

Quest Number: 8254437

Closing Date: Tue, 08/09/2022 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:	Kyle Vander Loop
Email:	Kyle.VandeLoop@greenbaywi.gov
Phone:	920-448-3110
Award Date:	
Comments:	
Award Status:	Pending

Letting Bid Tabulation: [View on vBid](#)

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Kip Gulseth Construction Company Inc.	Kip Gulseth	920-684-0144	kipgulseth@comcast.net	\$ 479,179.55		
Highway Landscapers, Inc.	Tim Pagel	920-759-1701	thighwaylandscapers@new.rr.com	\$ 571,793.50		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 695,167.50		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSCcontractors.net	\$ 826,000.00		



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.9

To approve the award of the contract PAVEMENT 5-22 ELIZA STREET RECONSTRUCTION to Vinton Construction in the amount of \$725,447.37.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Results for PAVEMENT 5-22 ELIZA STREET RECONSTRUCTION

PAVEMENT 5-22 ELIZA STREET RECONSTRUCTION

Quest Number: 8264029

Closing Date: Tue, 08/09/2022 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:	Ting Thompson-Eagan
Email:	ting.thompson-eagan@greenbaywi.gov
Phone:	920-448-3103
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	\$ 725,447.37		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSContractors.net	\$ 846,000.00		
Soper Sewer & Water, LLC.	Estimating Department	9202334869	Estimating@sopercompanies.com	\$ 869,278.85		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 914,706.90		



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.10

To approve the acquisition of rights-of-way required for the reconstruction of the pedestrian ramp at the southeast corner of S. Washington Street and Crooks Street.

<u>Part of Tax Parcel #</u>	<u>Interest Required</u>	<u>Owner</u>	<u>Amount</u>
13-11	Fee	Second Wind Auto Gallery, LLC	\$400.00

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.I I

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

A. Granting of Licenses

I. Sidewalk Builder

A. Lakefront Flatwork & Construction

B. BMD Concrete Innovations

C. DeLeers Construction

D. TC Concrete Products LLC

E. Al Dix Concrete Inc.

2. Tree & Brush Trimmer

A. Fox Valley Tree Care and Landscaping

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # N.12

To receive and place on file the request to consider alternatives to overnight on-street parking ban ordinance to allow overnight on-street parking (held at the June 22, 2022, Improvement & Services Committee meeting.) (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. I

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

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 concerns 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
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.I

To grant an available Class "B" Beer and "Class B" Liquor license for Tequilas Mexican Bar & Restaurant LLC at 1258 Main St. with a license premises description as "BAR AND DINE IN AREA/WALKIN COOLER/ROOM-OFFICE NEXT TO WALK IN COOLER" (Previously licensed as Los Banditos, Inc in the 2017-2018 license year), with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1258 MAIN PROOF OF PREMISES-OWNS BUILDING
2. 1258 MAIN ST AGENT
3. 1258 MAIN ST APP-CLASS B BEER CLASS B LIQUOR
4. 1258 MAIN ST CHECKLIST
5. 1258 MAIN STREET STIPULATION AND BUSINESS PLAN.CARLSONC.374-20228213054554
6. 1258 MAIN ST OLDE MAIN STREET MORATORIUM
7. olde main moratorium 10-23-07



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.2

To approve a request by Keggers, LLC, at 231 N. Broadway to extend their license premises on August 27 for a one-day event. (Common Council has authorized the Protection & Policy Committee to be final approving authority regarding this event), with the condition the owner obtains a special event permit.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpsscans@greenbaywi.gov_20220816_155005



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.4

To approve a request by Green Bay Sportservice, Inc. at 1265 Lombardi Ave. to temporarily extend their license premises to parking lots 5&6 on September 17 for a one-day event.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DELAWARE NORTH TEMP EXTENSION



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.5

To approve an application for a "Class A" Liquor and Class "A" Beer license for Sainaam LLC at 321 S Washington St. with a license premises description as "MARKET PLACE (LOCATED NEXT TO CHECK-IN GUEST (LOBBY)).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. patel
2. 321 S WASHINGTON ORG APP
3. 321 s washington pic 300'
4. 321 s washington 300 feet
5. STIPULATION AGREEMENT.CARLSONC.374-321 s washington



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.6

To approve an application for a "Class B" Liquor and Class "B" Beer license by DeGroot Investments LLC at 1939 Main St. with a license premises description as "small bar, small office, no basement, small patio" (Licensed the 2021-2022 license year as Konitzer, Inc.)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CHECKLIST
2. 1939 MAIN ST ORG APPLICATION
3. 1939 MAIN ST. CLASS B LICENSE STIPULATION SIGNED.MERRILLJ.372



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.7

To approve an available "Class B" Liquor and Class "B" Beer license for Renee D. Duffeck (individual) at 1699 E. Mason St. with a license premises description as "Behind bar/basement" (Previously licensed during the 2021-2022 License Year as Twisted Throttle Saloon LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. lease effective 6.30.2022
2. floor plans
3. 1699 E MASON ORG APP
4. 1699 E MASON CHECKLIST
5. STIPULATION AGREEMENT.WALVORTN.557-1699 E MASON
6. 1699 E MASON PARCEL DATA



📍 1699 E MASON ST

PEDRO CURIEL
854 LUKE LN GREEN BAY WI 54302

[Street View Map](#) • [Green Bay Parcel Map](#) • [Google Map](#)

- Assessment Records
- Zoning and Districts
- Brown County Parcel Data
- Inspection Records
- Special Assessments
- Requests For Service
- Police Calls

Zoning and Districts AlderPerson

Zoning and Districts

Opportunity Zone: N/A	Business Improvement District: N/A	Community Development Block Grant Area: N/A
Zoning: C2 (Highway Commercial)	Wellhead Zoning: N/A	Archeological: N/A
Conditional Use Zoning: N/A	Central Business District: N/A	Historic District: N/A
Planned Unit Development Zoning: N/A	Development Districts: N/A	Liquor Moratorium Area: N/A
Industrial: N/A	Tax Increment Finance District: N/A	Neighborhood Association: Oak Grove

Flood

FIRM Panel: 55009C0276F	Floodway: N/A	Static Base Flood Elevation: N/A
Floodplain: N/A	LOMA: N/A	

Voting

	2021	2011
Ward	13	14
Alderpersion	4	4
County Supervisor	3	3

City Service Districts

Forest District: E9	Residential Snow Route: 13A	Fire District: GN5A
Assessment District: 140	Police District: D2	Inspection Area: 4
Sanitation Route: 401 (Thursday)		

Schools

Elementary School: Eisenhower
Middle School: Edison
High School: Preble

Census

Census Block Group: Block Group 1
Census Tract Number: 16
Census Block Number: Block 1019

Location

Location Zip Code: 54302	Latitude: 44.49396913
Side Of City: EAST	Longitude: -87.98437609



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.8

To approve an available "Class B" Liquor & Class "B" Beer license for Burritos Mexico, LLC at 113 S Military Ave. with a license premises description as "entire inside of restaurant, stored in kitchen."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ORG APPLICATION-113 s military
2. LEASE
3. 113 S MILITARY AVE
4. MORATORIUM-FORTHOWARD 3-15-05
5. AGENT PROOF-113 S MILITARY
6. 113 S MILITARY AVE NOT WITHIN 300'
7. CLASS B LICENSE STIPULATION.WOZNIAKJ.566-202282610133866



City Of GreenBay > Parcel Data

Find a Parcel

Current Parcel: 6-251-D

125 S MILITARY AVE

[Parcel Includes Multiple Addresses]

MARKET BACELINE LLC

511 BROADWAY DENVER CO 80203

[Street View Map](#) • [Green Bay Parcel Map](#) • [Google Map](#)

[Assessment Records](#)

[Zoning and Districts](#)

[Brown County Parcel Data](#)

[Inspection Records](#)

[Special Assessments](#)

[Requests For Service](#)

[Police Calls](#)

Zoning and Districts

AlderPerson

Zoning and Districts

Opportunity Zone: N/A	Business Improvement District: Military Avenue	Community Development Block Grant Area: CDBG
Zoning: OR (Office Residential)	Wellhead Zoning: N/A	Archeological: N/A
Conditional Use Zoning: N/A	Central Business District: N/A	Historic District: N/A
Planned Unit Development Zoning: N/A	Development Districts: N/A	Liquor Moratorium Area: CITY of FORT HOWARD
Industrial: N/A	Tax Increment Finance District: 16	Neighborhood Association: Western Corridor

Flood

FIRM Panel: 55009C0168F	Floodway: N/A	Static Base Flood Elevation: N/A
Floodplain: N/A	LOMA: N/A	

Voting

	2021	2011
Ward	29	36
Aldersperson	8	8
County Supervisor	9	9

City Service Districts

Forest District: W8	Residential Snow Route: 6A	Fire District: GN6A
Assessment District: 225	Police District: A2	Inspection Area: 1
Sanitation Route: 208 (Tuesday)		

Schools

Elementary School: Chappell
Middle School: Lombardi
High School: Southwest

Census

Census Block Group: Block Group 4
Census Tract Number: 4.01
Census Block Number: Block 4017

Location

Location Zip Code: 54303	Latitude: 44.5291556510001
Side Of City: WEST	Longitude: -88.059560319

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

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

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

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

and

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

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

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

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

bc

02/15/05



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.9

To refer to staff, for the September 26, 2022 Protection and Policy meeting, to present the configuration for in-person absentee voting for the November Election, and for staff to consider accommodating observers for absentee ballot dropoff outside the in-person absentee voting period. This is in reference to a communication by Ald. Wery (District 8) to request a change to the early absentee voting location to a larger location at city hall to provide all observers an unfettered view of all election activities. Transparency and flexibility should be our goal for all elections.

Wi State Statute - 6.855 - Alternate absentee ballot site. (1) The governing body of a municipality may elect to designate a site other than the office of the municipal clerk or board of election commissioners as the location from which electors of the municipality may request and vote absentee ballots and to which voted absentee ballots shall be returned by electors or any election.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-08-10 Dist 8 to P and P 2

From: noreply@civicplus.com
To: [Celestine Jeffreys](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Tuesday, August 9, 2022 9:17:06 PM

Alders' Petitions and Communications

Name	Chris Wery
Committee Name	Protection and Policy Committee
Text of Communication	Request a change to the early absentee voting location to a larger location at city hall to provide all observers an unfettered view of all election activities. Transparency and flexibility should be our goal for all elections. Wi State Statute - 6.855 - Alternate absentee ballot site. (1) The governing body of a municipality may elect to designate a site other than the office of the municipal clerk or board of election commissioners as the location from which electors of the municipality may request and vote absentee ballots and to which voted absentee ballots shall be returned by electors for any election.

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



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.10

To receive and place on file a communication by Ald. Wery (District 8) to review the August 9, 2022 primary election with possible action to address any issues.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-08-10 Dist 8 to P and P

From: noreply@civicplus.com
To: [Celestine Jeffreys](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Tuesday, August 9, 2022 9:11:47 PM

Alders' Petitions and Communications

Name	Chris Wery
Committee Name	Protection and Policy Committee
Text of Communication	Review the August 9, 2022 primary election with possible action to address any issues.

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



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.11

To refer to staff to create a flag policy following federal guidelines and the federal flag code. This is in response to a communication by Ald. Wery (District 8) to the Protection & Policy Committee which states: "Request creation of a 'Flagpole' Policy. City owned flagpoles shall only fly the United States, State of Wisconsin and Green Bay City flags. Guidelines located in the federal flag code."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-08-04 Dist 8 to P and P

From: noreply@civicplus.com
To: [Celestine Jeffreys](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Thursday, August 4, 2022 1:06:00 PM

Alders' Petitions and Communications

Name	Chris Wery
Committee Name	Protection and Policy Committee
Text of Communication	Request creation of a 'Flagpole' policy. City owned flagpoles shall only fly the United States, State of Wisconsin and Green Bay City flags. Guidelines located in the federal flag code.

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



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.12

To repeal the Code of Conduct for Elected Officials.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. P&P Code of Conduct Memo



DATE: August 16, 2022
TO: Protection and Policy Committee
FROM: Assistant City Attorney Lindsay Mather
RE: **Code of Conduct for Elected Officials**

RECOMMENDATION

In 2018, the City underwent a review of its Ethics Code and Code of Conduct for Elected Officials. Examining the Code of Conduct, the reviewer pointed out that much of the language is value-driven, and while they may be good values to aspire to, they are ultimately subjective and therefore difficult to enforce consistently. The reviewer also pointed out that certain parts of the Code of Conduct need to be part of our actual Ethics Code, and that other parts would really only work as internal operating procedures.

Consistent with that review, the Law Department reviewed the Ethics Code and the Code of Conduct and made significant revisions. At its August 18, 2022 meeting, the Ethics Board will consider an ordinance repealing and recreating the City's Ethics Code. The revised Ethics Code is comprehensive and incorporates those aspects of the current Code of Conduct that address true ethical issues that are enforceable by the Ethics Board. Much of what is in the Code of Conduct, however, can more properly be classified as rules of decorum or internal operating procedures for the Common Council, and it would not be proper for the Ethics Board to exercise jurisdiction over violations of those rules.

The Law Department's recommendation is therefore that the Code of Conduct be repealed entirely. There are no pending ethics complaints, so this would not affect any ongoing proceedings. If Council desires to maintain internal operating procedures consisting of the relevant provisions of the existing Code of Conduct, our recommendation is to create "Rules of Decorum" using objective, not subjective, language. Violations of such rules would be enforceable by Council against its members—not by the Ethics Board.

BRIEF SUMMARY OF THE CODE OF CONDUCT

Section 1. City of Green Bay Code of Conduct (Policy Statement)

The Mayor and members of the Council shall maintain the utmost standards of personal integrity, honesty, and fairness in carrying out their public duties. This code has been created to ensure all officials have clear guidelines for carrying out their responsibilities with each other, City staff, residents, and other private and governmental entities.

Section 2. Elected Official Conduct with One Another

All members of the Council choose to serve in public office and therefore have the obligation to preserve and protect the well-being of the community and its residents. Council must recognize that certain behavior is counterproductive, while other behavior will lead to success.

A. Use Formal Titles

B. Use Civility and Decorum in Discussions and Debate:

Council should refrain from hostile or defamatory language. Shouting or physical actions that can be construed as threatening or demeaning will not be accepted. A “point of order” can be called upon if a Council member is personally offended.

C. Honor the Role of the Chair in Maintaining Order

The Mayor is to keep the Council on track during meetings. Council members should honor efforts by the Mayor to focus on current agenda items. The same responsibilities vested in the Mayor at Council meetings are vested in committee chairs. If a point of order is made, whomever is running the meeting has sole decision-making discretion.

Section 3. Elected Official Conduct with City Staff:

Every effort should be made to be cooperative and show mutual respect when dealing with City Staff.

A. Treat all Staff as Professionals

B. Never Publicly Demean or Personally Attack an Individual Employee

C. Do Not Supersede Administrative Authority

Neither Council nor any of its members shall attempt to supersede the powers and duties of the administration, nor give orders to subordinate of the department heads. Council members shall not attempt to influence staff concerning their actions or recommendations to Council.

D. Do Not Solicit Political Support from Staff

Section 4. Elected Official Conduct Toward the Public:

Council must make every effort to make the public feel welcome. They should be fair and impartial when listening to public testimony. Council members should be an example of appropriate and ethical conduct both privately and publicly.

In Public Meetings

A. Be Welcoming to Speakers and Treat Them with Care and Respect

B. Be Fair and Equitable in Allocating Public Hearing Time to Individual Speakers

C. Ask for Clarification, but Avoid Debate and Argument with the Public

D. Follow Parliamentary Procedure in Conducting Public Meetings

Outside Public Meetings

E. Make No Promise on Behalf of the City or Council in Unofficial Settings

Council members can express their own opinions on issues in front of Council, but must make it clear that they are not speaking on behalf of the entire Council, unless Council has already voted on the issue.

Section 5. Elected Official Conduct with Public Agencies

A. Be Clear about Representing the City or Personal Interests

If a Council member appears before another government agency or organization to give a statement, they must be clear as to whether their statement reflects personal opinion or is the official stance of the City. Council members must also inform Council of their involvement in an outside organization if the organization may become involved in any issue within the City's jurisdiction. The Council member must withdraw from voting as a Council member upon any action that has bearing upon a conflicting issue.

B. Representation of the City on Intergovernmental Commissions and Other Outside Entities

If serving on outside agencies' committees or boards as a City representative, Council members shall properly communicate with other Council members on issues pertinent to the City.

Section 6. Elected Official Conduct with Boards and Commissions:

A. Limit Contact with Board and Commission Members to Questions of Clarification

Council members should not contact members of Boards and Commissions outside of meetings, except for information. No contact should be made for lobbying purposes.

B. Attendance at Board or Commission Meetings

Council members can attend any meetings but should be aware of how their presence is viewed, especially if they appear on behalf of a business, individual, developer, etc.

C. Be Respectful of Diverse Opinions

Section 7. Elected Official Conduct with the Media

A. Expression of Positions on Issues

Council must clearly differentiate between personal opinions and the official position of the City.

B. Discussions of City Staff

Council members should not discuss personnel issues or other matters regarding City staff in the media.

Section 8. Enforcement of this Code of Conduct

[details omitted, as the current process has been incorporated into the proposed Ethics Code revisions]



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

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # O.13

To approve the denial of an appeal by Duel Sports Bar, LLC at 1114 Main St. regarding the 2022-2023 renewal liquor license application and to surrender the license back to the pool of available licenses.

The Protection and Policy Committee may convene in closed session pursuant to 19.85(a), Wis. Stats., as a quasi-judicial body for the purpose of deliberating the Appeal by Mr. Russ Rosio regarding the 2022-2023 renewal application. The Protection and Policy Committee may thereafter reconvene in open session pursuant to 19.85(2) Wis. Stats. To report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. #53 - Stipulation to Dismiss Eviction Claim
2. #55 - Order to Dismiss Eviction Claim
3. 1114 MAIN ST RENEWAL APPLICATION
4. APPEAL
5. presence requested- emailed 8.16.22
6. PRESENCE REQUESTED-MAILED 8.16.22

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

August 30, 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

Ackley, Jody R	Magnant, Shoshana L.	Tilkens, Jeffrey D.
Ackley, Joye M	Mc Hugh, Lisa M	Turner, Maya R
Adhikari, Devi	McQuitta, Sebrina Y	Vaillancourt, Genavieve
Basten, Tammi Jo	Mencheski, John J	Van Straten, Jeffrey J
Brunette, Tara L	Mendoza, Cristal	Waters, Katherine M
Burkart, Nicholas J	Metcalf, Jennifer L	Waukazo, Eva R
Buster, Chloe S	Micolichek, Betty J	Welch, Alexis C
Chambers, Gary E	Mleziva, Roger M	Wixom, Piper E
Colwell, Tracy L	Munoz, Bianca	Zaleski, Betty A
Cornelius, Margaret R	Newton, Amanda C	Zich, Renee L
Crowley, Nadine K	O'Farrell, Shane	
Dickson, Tim R	Olvera Lopez, Miguel A	
Froelich, Whitney L	Perry, Taylor C	
Gage, Kim M	Pocan, Jullian B	
Gerard, Megan R	Powell, Rachel E	
Glassen, Rebecca E	Pranke, Tiffeny J	
Guevara Colchado, Maria J	Price, Lydia L	
Harrison, Nola A	Randhawa, Prince K	
Heimerman, Connor L	Rolkosky, Jeni L	
Hendricks, Connie J	Schrenk, Melinda	
Hernandez, Jhonny A	Schultz, Steven M	
Janssen, Jesse J	Schulz, Tyler M	
John, Ruby M	Sotelo, Jada L	
Jones, Katie M	Sprewer, Damian E	
Kampen, Luke J	Steavpack, Abby C	
Kanugh, Leon G	Stevens, Sheena M	
Kohls, Joseph M	Szczepanski-Zurko, Andrew	
Laredo, Alexandro	Szczepanski-Zurko, Chad M	
Legois, Lisa A	Tank, Mary L	
Lester, Stacey M	Tecsi, Alison M	
Leuck, Travis J	Thomas, Brianna N	



Report to the Green Bay Plan Commission

MEETING DATE

August 30, 2022

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # Q.I

To amend a Conditional Use Permit to allow the expansion of an Assisted Living Facility at 655 Woodside Road, as detailed in the Resolution, including the following conditions:

- The use of this property shall be for an assisted living facility with a capacity of 38 beds. Any increases in capacity shall require an amendment to this CUP.
- All additions to the existing building shall substantially complement the existing exterior in materials, height, and design as determined by the Zoning Administrator.
- Any drive or parking areas located along Humboldt Road shall connect to the drive and parking area accessed by the existing Woodside Road driveway.
- This property shall comply with Varied-Density Residential (R3) Zoning district, as well as the Land Use Development Standards for Nursing Homes/Assisted Living.
- Compliance with all other regulations of the Green Bay Municipal Code. (Public Hearing held 08/08/22)

BACKGROUND

Primary Address: 655 Woodside Road

Alderson/District: Ald. Jennifer Grant / District I

Reason for Request: To amend an existing Conditional Use Permit (CUP) to expand an existing assisted living facility.

Surrounding Zoning and Land Uses:

SUBJECT: Low Density Residential (R1)*, Assisted Living Facility

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

**under consideration for rezoning to Varied-Density Residential (R3); approval by Plan Commission 7/25/2022, anticipated approval by Common Council 8/30/2022*

Comprehensive Plan: The 2022 Smart Growth Plan currently designates this area for Low-Density Residential Uses. An amendment for this area designates this area for Medium-High Density Housing Uses (approval by Plan Commission 7/25/2022, anticipated approval by Common Council 8/30/2022). This CUP amendment request is consistent with the recommendations of the Comprehensive Plan.

Report: 655 Woodside Road (parcel 21-365-1) is a 1.4-acre site on the City's east side at the southeast corner of Humboldt Road and Woodside Road. An existing assisted living facility, established by a CUP in 1998, is proposing an expansion of their current building. The existing CUP allows for this use with a 32-bed

capacity. This expansion calls for a total of 38-bed capacity. This parcel was approved for a Comprehensive Plan Amendment and Rezoning by the Plan Commission on 7/25/2022. These actions allow for this CUP to be amended, as assisted living facilities are no longer allowed in the Low-Density Residential (R1) zoning district (previous zoning) but are allowed with a CUP in the Varied-Density Residential (R3). All three applications will go before the Common Council for approval at the same meeting on 8/30/2022.

Attached is a preliminary site plan for the expansion project. It is in keeping with the R3 zoning district. This CUP amendment would allow for the expansion in capacity. Staff is also adding a condition requiring a drive connection between the paved areas accessed by the driveways. While not initially shown, the applicant has updated the site plan to reflect this connection. This connection allows for better circulation on site, less confusion for visitors, and greater ease of access for emergency vehicles.

Along with this CUP and the standard Site Plan Review, this development must also adhere to the Land Use Development Standards for Nursing Homes/Assisted Living Facilities (Section 44-1581(f)):

- (1) A facility that is located within a predominantly residential or mixed-use area shall have direct access to a collector or higher classification street.
- (2) To the extent practical, all new construction or additions to existing buildings shall be compatible with the scale and character of the surroundings.
- (3) The site shall contain a minimum of 150 square feet of greenspace per resident, consisting of outdoor seating areas, gardens, and/or recreational facilities. Public parks or plazas within 300 feet of the site may be used to meet this requirement.
- (4) An appropriate transition area between the use and adjacent property may be required and to include landscaping, screening, and other site improvements consistent with the character of the neighborhood.
- (5) A nursing home may be considered a dormitory as defined and regulated within this Code.

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

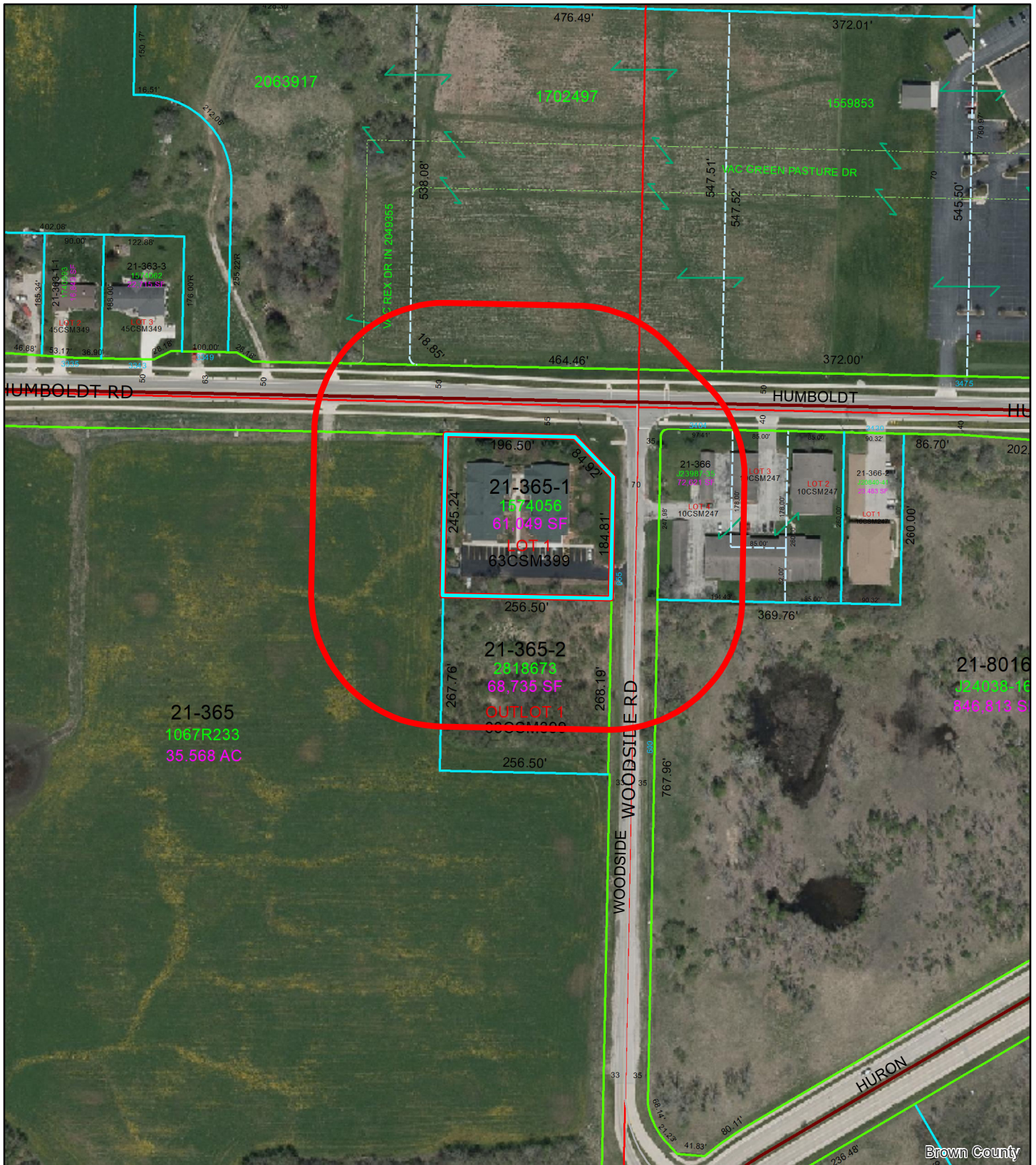
RECOMMENDATION

Approval of the request, subject to the draft Conditional Use Permit (CUP) amendment.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-20 Map
2. ZP 22-20 Updated Draft Site Plan
3. ZP 22-20 Elevations
4. Resolution CUP Amendment 655 Woodside Road
5. ZP 22-20 Applicant Narrative
6. ZP 22-20, Existing CUP 653-655 Woodside Rd
7. ZP 22-20 Application



(ZP 22-20) Conditional Use Permit Amendment 655 Woodside Road

0 55 110 220 Feet

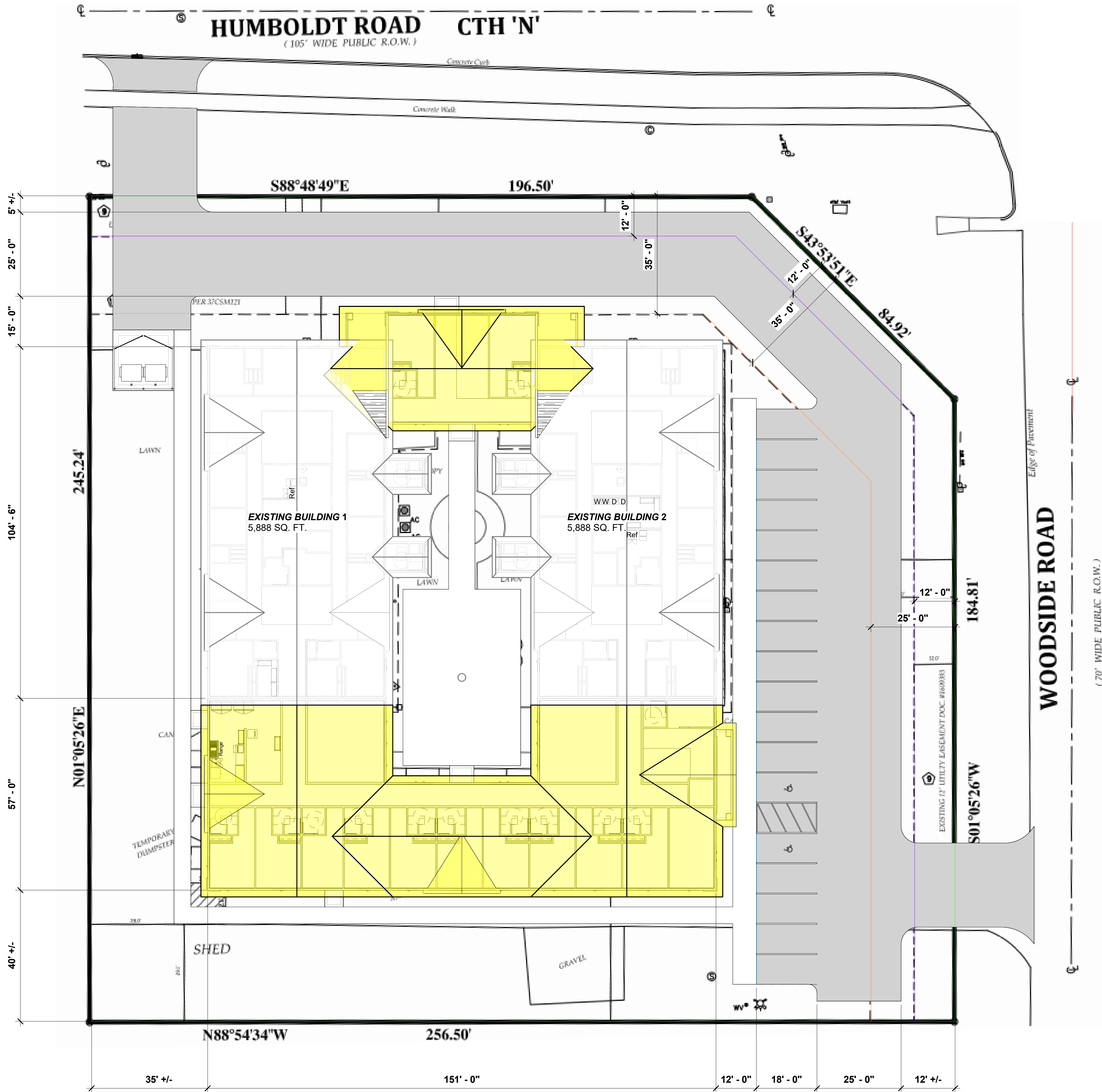


This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 27 Jul 2022 X:\Planning\Basemaps\template_8.5x11.mxd

- 655 Woodside Road
- 200-ft. Notification Area

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) =	15,000 SQ. FT.
CONCRETE AREA (PROPOSED) =	5,220 SQ. FT.
TOTAL IMPERVIOUS SURFACE =	41,050 SQ. FT.
GREENSPACE AREA =	20,070 SQ. FT. (APROX.)/ 33%
TOTAL PARKING STALL COUNT =	18 STALLS
ADA STALLS (REQUIRED, 1)	PROVIDED, 2



SITE PLAN - OVERALL
1/C1.0 SCALE = 1/16" = 1'-0"

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.C. 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 AMBROSIOUS

DRAWN BY: DV

DATE: 08/01/2022

REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

- ☐ PRELIMINARY
- ☒ BID SET
- ☐ DESIGN REVIEW
- ☐ CHECKSET
- ☐ CONSTRUCTION

SITE PLAN

C1.0



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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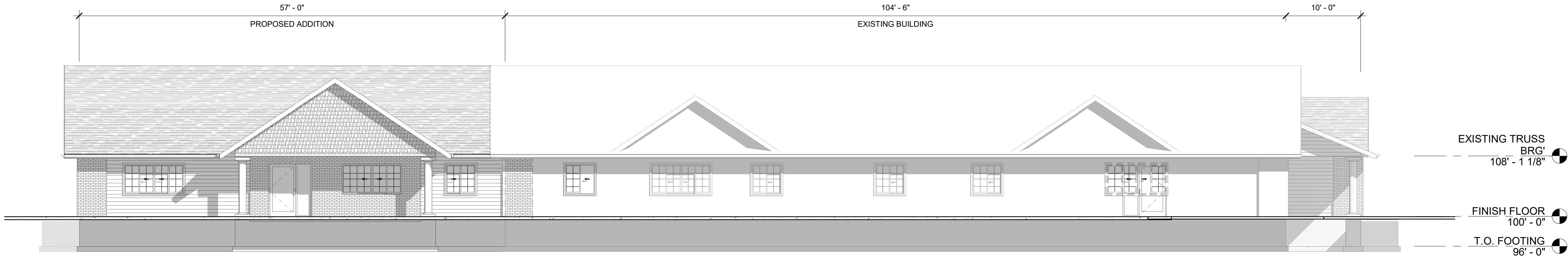
REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

- ☐ PRELIMINARY
☒ BID SET
☐ DESIGN REVIEW
☐ CHECKSET
☐ CONSTRUCTION

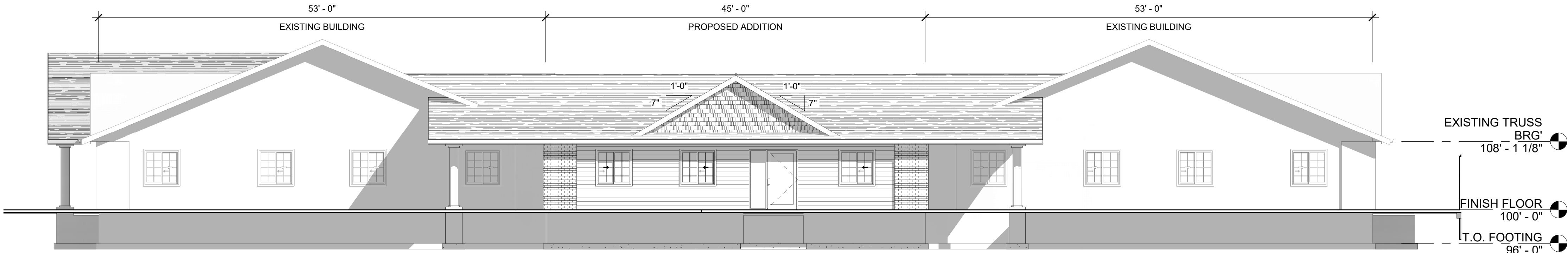
EXTERIOR ELEVATIONS

A2.0



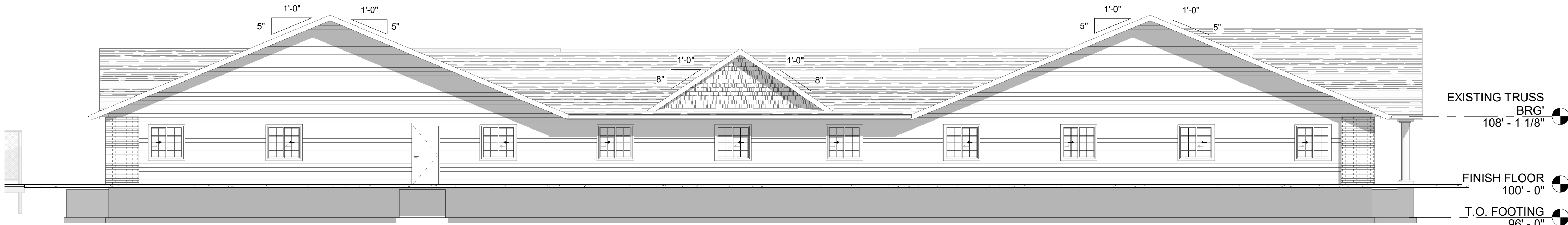
BUILDING ELEVATION - EAST

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"

**RESOLUTION AUTHORIZING AN AMENDMENT TO
A CONDITIONAL USE PERMIT
AT 655 WOODSIDE ROAD
(ZP 22-20)**

August 30, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 22-20 and the recommendation of the Plan Commission on August 8, 2022, the City of Green Bay does authorize an amendment to a Conditional Use Permit (“CUP”) for the expansion of an existing assisted living facility on the following described property located at 655 Woodside Road, submitted by David O’Brien, Bayland Buildings, on behalf of Senior Opportunity Fund Investment-II, LLC, property owner, with the following conditions:

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 No. 21-365-1

This resolution intended to supersede any prior CUP regulations on the property in its entirety, including the Resolution dated February 3, 1998. Said CUP shall be granted subject to the following conditions:

1. The use of this property shall be for an assisted living facility with a capacity of 38 beds. Any increases in capacity shall require an amendment to this CUP.
2. All additions to the existing building shall substantially complement the existing exterior in materials, height, and design as determined by the Zoning Administrator.
3. Any drive or parking areas located along Humboldt Road shall connect to the drive and parking area accessed by the existing Woodside Road driveway.
4. This property shall comply with Varied-Density Residential (R3) Zoning district, as well as the Land Use Development Standards for Nursing Homes/Assisted Living.
5. Compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

Approved _____

Mayor

Clerk

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



RESOLUTION AUTHORIZING CONDITIONAL-USE APPROVAL

Green Bay, Wisconsin
February 3, 1998

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 1138 and the recommendation of the Green Bay Plan Commission on January 12, 1998, the City of Green Bay does hereby authorize a conditional-use permit for a Community Based Residential Facility (CBRF) on the following described property on the southwest corner of Humboldt Road and Woodside Road:

Part of the Southwest 1/4 of the Northeast 1/4, Section 35, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northeast corner of Section 35, T25N-R21E, thence S0°01'50"E, 1,341.87 feet along the east line of the Northeast 1/4; thence N89°52'19"W, 1,330.79 feet; thence S0°07'45"E, 142.91 feet along the east line of the Southwest 1/4 of the Northeast 1/4 also the centerline of Woodside Road to the point of beginning; thence S0°07'45"E, 418.00 feet along said centerline; thence S89°58'00"W 256.50 feet; thence N0°07'45"W, 513.00 feet to the south right-of-way of Humboldt Road, a/k/a C.T.H. "N"; thence N89°58'00"E, 256.50 feet along said right-of-way; thence S45°04'53"E, 134.46 feet to the point of beginning.

Said conditional-use permit shall be granted subject to the following conditions:

1. Uses. That this use be limited to a CBRF, licensed by the State, for elderly persons with a capacity of up to 32 persons.

2. Building Size, Lot Occupancy, Height, and Setbacks. The proposed buildings shall meet all of the usual requirements of the First Residential Zoning District, including maximum building area on its parcel of 40 percent, maximum building height of 35 feet. The buildings and all improvements, including off-street parking, shall be setback from Humboldt Road at least 45 feet and from Woodside Road at least 25 feet. Since Humboldt Road is a Country Trunk Highway, future right-of-way may be 100 feet wide.

RESOLUTION AUTHORIZING CONDITIONAL USE

Page 2

3. Building Exterior Design/Surface. The proposed buildings shall be a one-story design with a gable-style roof, natural or earth-colored vinyl siding, aluminum trim, and brick or natural stone. Windows, doors, and trim shall be a traditional residential in style.

4. Off-Street Parking. All minimum off-street parking requirements of Sec. 13.41, Green Bay Municipal Code, shall be met. The CBRF shall have at least one space for each staff member working in the CBRF component, plus one space for each four of its resident capacity as licensed for and adequate space for delivery trucks and refuse collection.

5. Outdoor Graphics/Signs. One identity sign for each street is permitted (Humboldt and Woodside), each of which shall be set back at least 15 feet per Sign #5, Table A, Sec. 13.36, Green Bay Municipal Code, as follows: a maximum of 16 square feet per side, 32 square feet for all sides, with indirect or internal illumination only. Said signs may be either building mounted or ground mounted. Sign text to be limited to the name(s), address, and logo of this CBRF only.

6. Landscaping. All non-surface open areas shall be included in a landscape plan on the site plan, to be reviewed for acceptability by the City's Landscape Architect.

7. Rubbish and Recyclable Facilities. Will be totally enclosed with screening so as not to be visible from adjoining properties nor public rights-of-way.

8. Outdoor Lighting. If proposed, shall be limited to residentially-styled fixtures mounted on a maximum of 12 feet in height.

Adopted 2-3-98

EXPIRES 2-3-99

Approved _____

Mayor

Clerk



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@baylandbuildings.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:

- ☒ 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)
- ☐ 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: _____

Date: 6/20/2022

Petitioner Signature(s): _____

Checklist of required attachments:

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

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____

CPA 22-01
ZP 22-19 (rezone)
ZP 22-20 (map)



Report to the Green Bay Plan Commission

MEETING DATE

August 30, 2022

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.2

To establish a Planned Unit Development at the southwest corner of Janice Avenue and Florence Avenue to permit the development of multiple-family residential use, subject to the following conditions:

- a. Adoption of the draft PUD;
- b. Consolidation of the individual lots;
- c. Additional enhancement on the west façade to break up horizontal wall plane with approval by the Department of Community Development; and
- d. Future Comprehensive Plan land-use amendment.

(Public Hearing held 08/08/22)

BACKGROUND

Primary Address: Southwest Corner of Janice Avenue and Florence Avenue

Aldersperson/District: Ald. Melinda Eck / District 11

Reason for Request: To permit the development of a 50-unit multi-family development on the site.

Surrounding Zoning and Land Uses:

SUBJECT PROPERTY: Low Density Residential (R1) and Varied Density Residential (R-3) and is currently undeveloped green space.

NORTH: Varied Density Residential (R-3) - Multi-family Residential

SOUTH: Low Density Residential (R1) & Varied Density Residential (R-3) - Single-family home

EAST: General Commercial (C1) - Commercial Strip Center

WEST: Varied Density Residential (R-3) - Multi-family Residential

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for low density residential. It recommends medium/high density residential areas to the west and north (across Janice Avenue), low density residential and commercial uses to the east (across Florence Avenue) and low density residential to the south (across Vernon Court).

The proposed zoning change to a Planned Unit Development, as drafted, is not consistent with the recommendation of the Comprehensive Plan for the particular property. However, it is consistent with the intent of the area. Staff believes this should not hold up the PUD request but recommends running an amendment to the comprehensive plan for the subject property should the PUD be approved.

Analysis: This request is for a proposed development of a 50-unit affordable and supportive apartment building, to be known as "Edge of the Woods Place", on approximately 1.6 acres of land bound by Janice Avenue on the north, Florence Avenue on the east, Vernon Court on the south and the Villa West Apartment campus on the west. It consists of eight (8) individual parcels which must be consolidated as part

of this project.

The project includes the development of a single 3-story, 50-unit apartment building with 14 one-bedroom units, 13 two-bedroom units, 12 three-bedroom units and 11 four-bedroom units. The building is shaped in such a way to provide a building wall relief and articulation. Building materials are intentionally varied to provide increased aesthetics, including cementitious siding, architectural metal panels, brick veneer, wood trim and canopies, and a large number of windows on all facades. Staff does have slight concern about the west façade as it appears to be quite plain and flat in appearance and recommends additional enhancement to break up the horizontal wall plane. Other accessory uses within the building (customarily associated with multiple-family dwellings and supportive housing) may include a lobby, mail room, janitorial services, community room, office space associated with the principal use, childcare for residents, and educational spaces for residents. The property itself is proposed to be improved to include surface and decked (building above) parking, outdoor gathering spaces, and potentially a resident garden. Access will be limited to a single driveway from Janice Avenue as well as pedestrian/bicycle access from both Janice Avenue and Florence Avenue. Staff has included a conceptual site plan and building elevations for the project within the draft PUD ordinance, and development will require general conformity with it.

The PUD designation, rather than a straight rezoning to the R-3 Varied Density Residential District, is necessary because several exceptions to zoning regulations of the R-3 zoning will be needed, including:

1. Reduction in lot area requirement by 36 percent for the designated number and size of units from the required 2.5 acres to 1.6 acres.
2. Reduction in required parking by 21 percent from the required 63 off-street parking stalls to 50 stalls.
3. Reduction of the minimum Vernon Court frontage setback from 15 ft. to 10 ft.
4. Reduction of rear yard setback (west lot line) from 25 ft. to 10 ft.

Staff believes the increase in density is appropriate at this location as it is in close proximity to the Military Avenue business corridor and is adjacent to a multiple-family development with a much smaller density than would be typical. Additionally, affordable, supportive and larger bedroom sized housing units have been identified in our housing market study as a land-use the greater Green Bay area is specifically lacking. Staff agrees with the applicant's request for off-street parking reduction as the affordable and supportive nature of the project will have a much lower demand as well as the availability of on-street parking on three frontages, providing approximately 50 daytime stalls directly adjacent to the property. Lastly, staff believe the reduced setbacks are warranted in light of the large amount of greenspace included on-site as well as the installation of landscaping and fencing as "buffers".

If the draft PUD is approved with conditions, the final step for the development of the proposed apartment will be a lot consolidation, adjustment to the west building façade, and administrative review/approval of a site plan and building permit.

The applicants met and shared their concept plans with Fireman's Park Neighborhood Association and also held a general neighborhood/surrounding property owner meeting in May of this year. Some feedback was received, and plans modified to address concerns and desires of neighbors. Additionally, included in your agenda packet are letters of support for the project from seven (7) community entities. Ald. Melinda Eck, adjacent property owners, Firemans Park Neighborhood Association, and John Muir Park Neighborhood Association have been notified of the request. We have only received inquiries regarding this request but no objections as of the drafting of this report.

RECOMMENDATION

Approval of the request, subject to the following conditions:

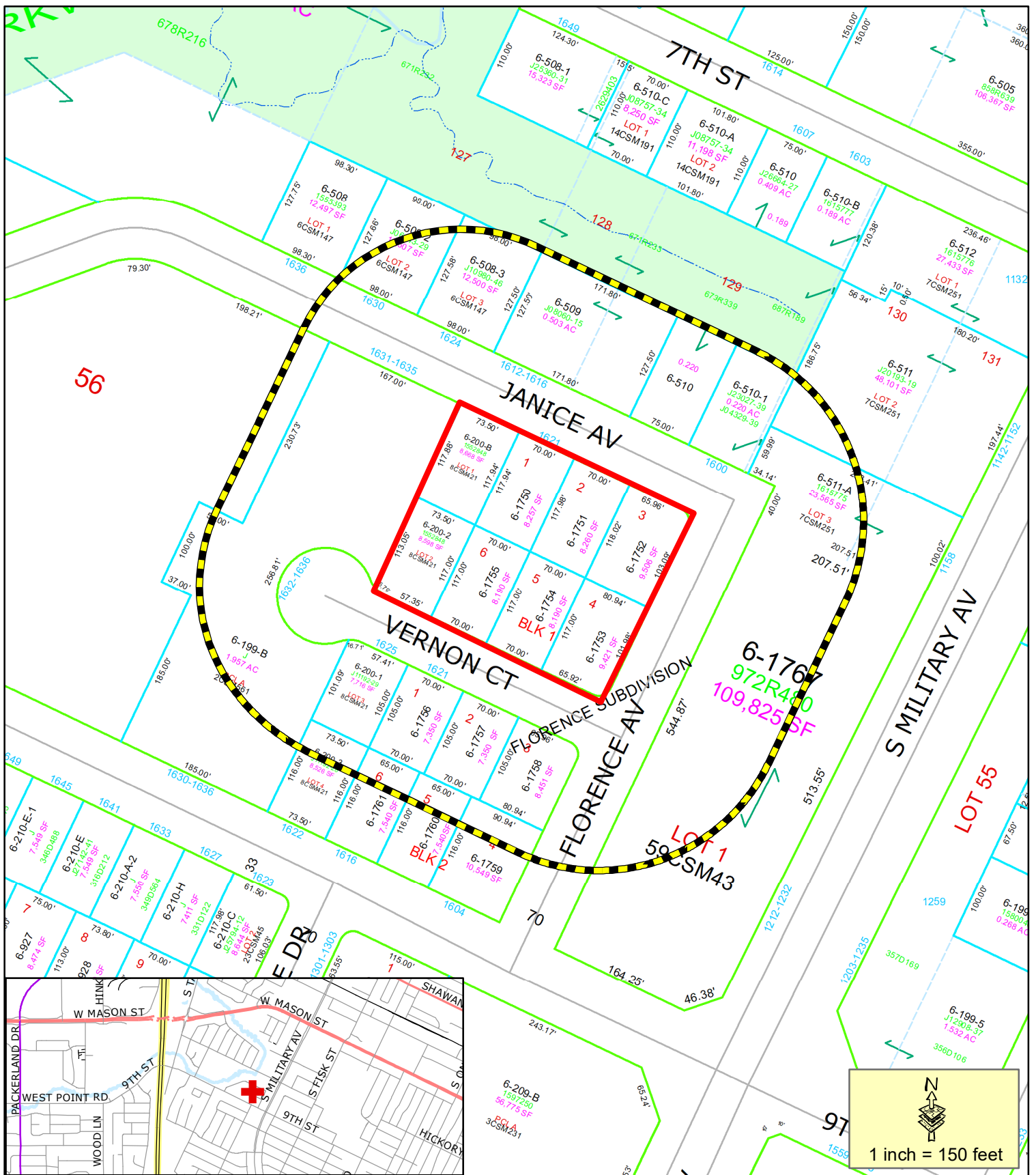
1. Adoption of the draft PUD;
2. Consolidation of the individual lots;

3. Additional enhancement on the west façade to break up horizontal wall plane with approval by the Department of Community Development; and
4. Future Comprehensive Plan land-use amendment.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-23 PropMap
2. ZP 22-23 Draft PUD
3. 22_0708_Request for City Action Application
4. 22_0708_Rezone Request
5. 22_0708_Conceptual Plans and Elevations
6. 22_0708_Vander Leest Letter
7. 22_0708_Bethel Lutheran Letter of Support
8. 22_0708_St John Lutheran Letter of Support
9. 22_0708_United Way Letter of Support
10. 22_0708_Brown County Letter of Support
11. 22_0708_Calvary Lutheran Letter of Support
12. 22_0708_Onieda Nation Letter of Support



Proposed PUD



200' Property Owner Notice

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

Zoning Petition (ZP 22-23) Proposed Planned Unit Development (PUD) at the Southwest Corner of Janice & Florence Streets



ZONING ORDINANCE NO. XX-22

AN ORDINANCE CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY AT THE SOUTHWEST CORNER OF JANICE AND FLORENCE AVENUES (ZP 22-23)

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 establishing a Planned Unit Development Overlay District on the following described properties, as also depicted on Exhibit A - Location Map:

Legal Description: BEING LOTS 1,2,3,4,5 & 6 BLOCK 1 OF THE FLORENCE SUBDIVISION AND LOTS 1 & 2 OF CSM NO. 2017 LOCATED IN PART OF LOTS 55 & 56 OF CLA TANKS SUBDIVISION OF PRIVATE CLAIMS NO 2 TO 9 ON THE WEST SIDE OF FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

Tax Parcel: 6-1753, 6-1754, 6-1755, 6-200-2, 6-200-B, 6-1750, 6-1751, 6-1752

Land Area: Comprises approximately 69,090 square feet/1.58 acres

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

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit the development of a 50-unit affordable housing apartment building providing supportive services for individuals and families overly cost-burdened by housing. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.
- B. Development Site. Area included within this PUD currently consists of eight (8) individual parcels fronting Vernon Court, Janice Avenue, and Florence Avenue and as specified in Section 1 of this ordinance. The eight (8) individual parcels shall be combined to a single tax parcel prior to issuance of administrative site plan approval, building permit issuance and occupancy permit.
- C. Land Use Regulations. The principal and accessory land uses which may be established and/or maintained on the subject property are as follows:
 - 1. Principal use of 50 residential dwelling units within a single structure.
 - 2. Accessory uses customarily associated with multiple family dwelling and supportive housing including lobby, mail room, janitorial services, community room that may be made available to public entities, office space

associated with the principal use, home occupations, childcare for residents, educational spaces for residents, outdoor gathering spaces, and other uses deemed appropriate by the Zoning Administrator.

3. Prohibited Uses. The PUD limits certain uses from being established on the site or as accessory to the multi-family dwelling principal use including rooming/boarding houses, shelter facilities, transitional housing, dormitories, assisted living/nursing homes, commercial uses typically associated with dwelling (family daycares and live-work units). All other proposed uses are subject to a PUD amendment.
- D. Dimensional and Area Requirements. Dimensional and area requirements for principal structure and surface parking on the subject property shall be regulated as follows:
 1. General Site.
 - a. Lot Size. Minimum lot area is 65,340 square feet/1.5 acres
 - b. Maximum Floor Area Ratio (FAR): 1.0
 - c. Maximum Impervious Surface: 70%
 - d. Accessory building shall be regulated as if in the Varied Density Residential Zoning District.
 2. Apartment Building.
 - a. Front Yard Setbacks
 1. Vernon Court: 30 feet
 2. Janice Avenue: 30 feet
 3. Florence Avenue: 15 feet
 - b. Rear Yard Setbacks (west lot line): 10 feet
 - c. Maximum Height: Principal building shall not exceed 45 feet in height.
 3. Surface Parking.
 - a. Front Yard Setbacks
 1. Vernon Court: 10 feet
 2. Janice Avenue: 15 feet
 3. Florence Avenue: 15 feet
 - b. Rear Yard Setbacks (west lot line): 10 feet
- E. Access Circulation and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and as modified as follows:
 1. The site is limited to one (1) vehicular access driveway with ingress/egress from Janice Avenue.
 2. Development shall provide a minimum of 50 parking spaces.
 3. Pedestrian access shall be provided from all public streets with public sidewalks adjoining the development and connected via an internal pedestrian network to the entrances of the principal structure.

- F. Architectural Design. All building elevations shall generally comply with Exhibit C and subject to the following requirements:
1. Four-sided design. All sides of the building shall include materials and design characteristics similar to and compatible with those on the front.
 2. Exterior Materials. Building materials shall be durable and appropriate for the residential district as well as being regulated as follows:
 - a. Exterior building façades shall be predominately (minimum of 80%):
 - I. Brick or brick veneer
 - II. Cementitious panels/siding
 - III. Architectural/decorative metal panels
 - IV. Wood or wood composite
 - V. Windows and doors
 - b. Windows and doors. Windows shall include trim and all building entrances shall include a canopy or other roofing element over the doorway.
 - c. Accessory structures. Accessory structures are limited to no greater than 16 feet in height and shall match the character of the principal structure, reflected in colors, materials, windows, and architectural features.
- G. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.
- H. Signage. All signage within the PUD area shall meet the standards as set forth within Chapter 30 of the Green Bay Municipal Code.
- I. Refuse and Mechanical Equipment. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- J. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code with the following addition:
1. Increased level of buffering via landscaping, architectural treatments or screening mechanisms shall be included within and around the covered/decked parking area.
- K. Stormwater Management and Grading. A storm water management and grading plan meeting the standards established by the Department of Public Works shall be submitted to and approved by the City prior to the issuance of building permits. The purpose of these standards to manage stormwater runoff volumes and quality but shall also:
1. Be of human-scale interest with native plantings encouraged.
 2. Stormwater management facilities shall function not only as a utility but also as site amenity.

3. Stormwater management areas such as bioretention areas, rain gardens, stormwater trees, or other plantings may count toward required landscape minimums of subsection J, above.

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

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

db:

Attachments:

Exhibit A – Location Map

Exhibit B – Conceptual Site Plan

Exhibit C – Conceptual Building Elevations

DRAFT



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Petitioner(s): Beverly Scow, Wise Women Gathering Place Date: June 20, 2022

Email: bscow@wisewomengp.org Phone Number: 920-490-0627

Address: 1641 Commanche, Suite H City: Green Bay State: WI Zip Code: 54313

Property Owner: Mary R Kudick, Probate Services, LLC. Phone Number: 920-432-4303

Parcel Numbers (required): 6-1753, 6-1754, 6-1755, 6-200-2, 6-200-B, 6-1750, 6-1751, 6-1752

Location of Property: SW corner of Janice Ave & Florence Ave

Attach maps and legal descriptions (required) and submit to the Dept. of Community and Economic Development, Room 608, City Hall

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

I, Beverly Scow, respectfully request that the City of Green Bay take the following action:

Attach Zoning Petition Form with first three items.

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

Petitioner Signature(s): Beverly Scow

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

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

Attach maps and legal descriptions (required).

We would like to rezone the subject properties to PUD with an R-3 base district, to accomodate a future
50-unit affordable housing apartment building known as "Edge of the Woods Place"

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

July 8, 2022

City of Green Bay
Department of Community & Economic Development
100 N. Jefferson Street
Green Bay, WI 54301

RE: Rezoning Request for SW corner of Janice Avenue and Florence Avenue

Parcels: 6-1753, 6-1754, 6-1755, 6-200-2, 6-200-B, 6-1750, 6-1751, 6-1752

Legal Description: BEING LOTS 1,2,3,4,5 & 6 BLOCK 1 OF THE FLORENCE SUBDIVISION AND LOTS 1 & 2 OF CSM NO. 2017 LOCATED IN PART OF LOTS 55 & 56 OF CLA TANKS SUBDIVISION OF PRIVATE CLAIMS NO 2 TO 9 ON THE WEST SIDE OF FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

Dear City Staff, Plan Commission and Common Council,

Shopworks Architecture, on behalf of Wise Women Gathering Place, respectfully requests the City of Green Bay to consider the rezoning of an approximately 1.6-acre site at the southwest corner of Janice Avenue and Florence Avenue in the Fireman's Park Neighborhood.

This request has been created by the following parties:

Applicant/ Co-Developer

Wise Women Gathering Place
1641 Commanche, Suite H
Green Bay, WI 54313
Contact: Beverly Scow
bscow@wisewomengp.org

Co-Developer

BlueLine Development
1004 South Avenue West
Missoula, MT 59801
Contact: Ashley Grant
ashley@bluelinedevelopment.com

Architect/Planner

Shopworks Architecture
301 W. 45th Avenue
Denver, CO 80216
Contacts: Chad Holtzinger/
Alisha Hammett
chad@shopworksarc.com
alisha@shopworksarc.com

PROJECT DESCRIPTION

The approximately 1.6-acre vacant site is comprised of eight (8) parcels at the southwest corner of Florence and Janice Avenue on the southern edge of the Fireman's Park Neighborhood. Wise Women Gathering Place in collaboration with BlueLine Development seek to rezone the property from Low-Density Residential New Lots (R1) to a PUD with a Varied Density Residential District (R3) base zone district to accommodate a future 50-unit affordable housing apartment building. Adjacent zoning includes Office Residential (OR) to the west and north, Commercial-1 (C1) to the east and Low Density Residential- New Lots (R1) to the south. The site is well connected to transit both along 9th Street and S. Military Avenue, recreation goods and services, making it an excellent location for individuals and families cost-burdened by housing.

This future affordable housing development (named Edge of the Woods Place) is seeking Low-Income Housing Tax Credits (LIHTC) from the Wisconsin Housing and Economic Development Authority (WHEDA) in December 2022. To have a competitive WHEDA application, the development will need to have the rezoning in place prior to application. Once the credits are awarded, the development team will move forward with a parcel combination and site plan application to the City.

Edge of the Woods Place will offer supportive services to help future residents thrive. These services will be provided by Wise Women Gathering Place, a Green Bay-based nonprofit organization that provides Native American culturally specific services to any person harmed by violence. Their mission is to promote peace, respect and belonging through skill-building, sharing of resources and caring support for the community.

Edge of the Woods Place's name is derived from the Iroquois (including the Onieda) welcoming ritual and tradition that was followed regarding visitors to a village. A visitor would set a small fire at the edge of the woods, with rising smoke to signal that they were near. The visitor was expected to wait until an Iroquois welcoming party would meet them and escort them into the village. This was the first sign of trust, as the visitors symbolically and physically emerged from the shadows of the woods into the sunlight of the open fields which surrounded each Iroquois community. The leader of the welcoming party would announce the visitors and they were made welcome through music, the sharing of food, and the giving of shelter. Our hope is that this future affordable housing development will welcome individuals and families cost-burdened by housing, with the same feelings of warmth and welcome as the *Edge of the Woods* ceremony.

COMMUNITY OUTREACH

The design and development team met with the Fireman's Park Neighborhood Association on May 11, 2022, in Fireman's Park to present the rezoning and development proposal with the community. Additionally, the design and development team hosted their own neighborhood meeting at Calvary Lutheran Church on May 12, 2022, inviting all adjacent property owners, John Muir Park Neighborhood Association and Fireman's Park Neighborhood Association along with Alderman Melinda Eck, and David Buck with the City's planning office. The feedback expressed from the community is summarized as follows:

1. Residents of the Fireman's Park neighborhood would like a community room available to the public.
2. Concerns about school capacity.
3. Homeowners on the south side of Vernon Ct. expressed concerns over the access drive from Vernon Ct., and additional traffic that it may generate on Vernon Ct. The property owner requested that the access drive be removed or relocated.
4. Homeowner on the south side of Vernon Ct. expressed a desire for screening of the development through landscaping and/ or fencing on the south side of the property.
5. General questions about how LIHTC funding worked, lease terms and property management.

The conceptual site plan has been revised based on public feedback in the following ways:

1. The design and development team agreed that a community room can be included as part of the building design that would be available for use by the Fireman's Park Neighborhood Association and other community groups in the area.
2. The design team spoke with Joshua Patchak with the Green Bay Area School District on May 24, 2022. He stated that the School District has plenty of capacity for any students potentially generated by this new housing development. Specifically, Kennedy Elementary is projecting an enrollment of 285 students in 2023 and the school has capacity for 415 students. Additionally, he shared with us the School District's enrollment projections and capacity for each of the Green Bay schools:
[https://go.boarddocs.com/wi/gbapsd/Board.nsf/files/C9QKRD52A958/\\$file/2122%20Projection%20Book%20\(2\).pdf](https://go.boarddocs.com/wi/gbapsd/Board.nsf/files/C9QKRD52A958/$file/2122%20Projection%20Book%20(2).pdf)
3. The team worked with the Fire Marshal to remove the proposed Vernon Ct. access drive by shifting the siting of the building and providing a sprinklered building. This design solution was agreed upon by Captain Joe Gabe with the Fire Marshal's Office on June 28, 2022.
4. The design team communicated that the south facing courtyard will be entirely fenced. The parking on the west end of the site will be screened by the building, landscape and/or fencing as requested.

5. All questions regarding LIHTC funding and lease terms we addressed during the two public meetings. All future residents will have a lease. Edge of the Woods Place will be an income-restricted housing development for individuals and families making up to 30% of the area median income.

We have also included letters of support for our rezoning application including those from:

- Oneida Nation
- Bethel Lutheran Church
- Calvary Lutheran Church
- St. John Lutheran Church
- Brown County Homeless and Housing Coalition
- John Vander Leest and Vernon Vander Leest
- Brown County United Way

COMPLIANCE WITH APPROVAL CRITERIA

This rezone request to a Planned Unit Development complies with the criteria set forth in Section 44-2024 of the Green Bay Code of Ordinances:

1. Accommodation of housing of all types with convenient access to commercial facilities.

This new affordable housing development will be in a well-connected location. S. Military Ave, a significant commercial corridor is a block away to the east, and 9th Street is a block to the south. The site is within walking distance of several bus stops, several commercial businesses, Kennedy Elementary School, Kennedy Park, and Beaver Dam Creek trail that leads to Fireman's Park. The excellent connection to goods, services, transit, and recreation makes this site ideal location for people cost-burdened by housing.

2. Promotion of integrated land uses allowing for a mixture of residential, commercial, and public facilities along corridors and in transitional areas.

The immediate area is mostly residential, with for-rent multifamily housing to the west, single family to the north and south and a few commercial properties to the east. The site is within the S. Military Avenue corridor and is in a transitional area. Building additional residential development to the area will strengthen the commercial corridor by bringing in new patrons and employees to existing businesses. The property is well served by existing roads and public facilities.

3. Innovation in land development techniques that may be more suitable for a given parcel than conventional approaches.

Building affordable housing leads to the overall financial stability of a city when workers can afford to live where they work and play. Keeping cost-burdened individuals and families housed leads to generations of economic stability. According to the US Department of Housing and Urban Development, 40% of people currently experiencing homelessness did so as children. Providing affordable housing for families most vulnerable to experiencing homelessness, breaks the cycle of poverty for generations.

4. Preservation and enhancement of important environmental features through careful and sensitive placement of buildings and facilities.

There is a Zone AE 100-year floodplain located on the northeast corner of the site. The site plan is designed with the building being outside of this floodplain area. Onieda Engineering Solutions is the civil engineer for this development, and they have been working with us to site the building appropriately and meet all federal, state and city requirements regarding the floodplain.

5. Preservation of historic buildings, structures, or landscape features through adaptive re-use of public or private preservation of land.

Not applicable. The site is currently vacant and undeveloped.

6. Provision of more adequate, usable, and suitably located open space, recreational amenities, and other public facilities than would otherwise be provided under conventional land development techniques.

Building affordable housing in this location provides residents safe and convenient access to Beaver Dam Creek trail which leads to Fireman's Park. Additionally, Kennedy Park is nearby with a playground that can be used by future residents.

In addition to being located near existing recreational amenities, two courtyards are planned onsite- one with a play area and the other as a contemplative outdoor space for future residents.

7. Coordination of architectural styles and building forms to achieve greater compatibility with surrounding land uses.

The architectural style is intended to embrace the Fireman's Park neighborhood. This three-story (37 feet tall) building will have high-quality, durable materials that will provide a modern and pedestrian-scaled approach to the design. The building will be designed with a flat roof to minimize the perceived height of the building.

8. Creation of more efficient provision of public utilities and services, lessened demand on transportation, and the promotion of energy resource conservation.

The site is well connected to public utilities and services. The site is located within walking distance of bus stops along S. Military Avenue and 9th Street. This is important for lower-income individuals and families who may not have access to a vehicle. Additionally, co-locating near transit encourages fewer vehicle trips and increases sustainability outcomes.

Should the development be awarded LIHTC, the building will be designed to either Enterprise Green Communities or Wisconsin Green Built Home Standards. Either standard incorporates the most comprehensive sustainable building practices for multifamily developments. This building sustainability requirement is set by the Wisconsin LIHTC Qualified Allocation Plan.

9. Approval of a Planned Unit Development District shall result in the creation of an overlay to the base zoning district, with specific requirements and standards that are unique to the planned development.

The proposed development of the subject property would be subject to the R-3 zone district standards with three (3) amendments. These deviations include:

R-3 Requirement	Requested Deviation	Why Deviation is Necessary
<u>Sec. 44-557 Lot Requirements.</u> Minimum lot area 1,500sf per 1-bedroom du + 500 sf for each additional bedroom within the du (46 units max)	We are requesting to amend the minimum lot area requirement to 1,200 sf per unit.	To accommodate 50 units onsite, we will need to reduce the minimum lot area to be per unit, versus per bedroom.
<u>Sec. 44-1726 Parking.</u> 1 space per unit plus 1 visitor space per 4 units	We are requesting to amend the parking requirement to provide a minimum of 50 off-street parking spaces.	The Green Bay parking code makes appropriate accommodations for market-rate multifamily development that is often occupied by unrelated people cohabitating; with each renter owning a personal vehicle. Edge of the Woods Place will be occupied entirely by cost-burdened individuals and families, where it is atypical for non-related persons to occupy a unit, specifically because of the income qualification requirement (joint incomes are attributed to the household), and because full-time students are generally not allowed in LIHTC funded housing which further deters roommate occupancies. The code does not provide relief for the unique parking needs of cost-burdened individuals and families who typically cannot afford more than one vehicle, nor does it provide relief for those who can readily and conveniently choose mass transit (bus lines along Military Ave and 9 th Street). Therefore, the development team would like the flexibility to reallocate the additional savings from a smaller parking lot towards the building and amenities for future residents- by waiving the guest parking requirement (effectively 13 spaces).

<u>Sec. 44-2025 Open Space 20%.</u>	We are requesting a 10% reduction of the onsite open space requirement.	This future development is well-served and conveniently located near Kennedy Park and Beaver Dam Creek Trail which leads to Fireman's Park. The site includes two shared courtyards for residents and will likely be able to meet the open space requirement- however we want the flexibility if the courtyard within the Zone AE 100-year floodplain is not accepted as open space.
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COMPREHENSIVE PLAN AMENDMENT

The Green Bay Comprehensive Plan identifies this site with a future land use Low-Density Housing, however, has identified the areas to the west and north as Medium/ High Density Housing (Figure 18-1 Land Use Plan). The Low-Density Housing land use allows density ranges of approximately 4-8 units per acre. This rezone request will therefore initiate a Comprehensive Plan Amendment to map the subject property as Medium/High Density Housing land use, which allows for density greater than 8 dwelling units per acre. Much of the S. Military Avenue corridor is identified as Commercial and Medium/ High Density Housing. This request would be consistent with the adjacent envisioned future land uses. Further, because this request is to accommodate a future affordable multifamily housing development; this request is supported by the Housing Plan chapter of the Green Bay Comprehensive Plan:

- *Green Bay should work with Brown County, other communities, and the private housing market to find a regional solution to the need for housing priced and sized for lower-income households, especially families (p. 23-2)*
- *Promote cooperation among agencies, both private and public, that promote affordable housing opportunities for all (p.23-3).*
- *Encourage appropriate increases in housing density in established, new and developing neighborhoods, while discouraging the over-concentration of high-density dwellings in limited areas (p.23-3).*

Thank you for your thoughtful consideration of our request. Please feel free to contact us at any time if you have any questions or concerns.

Sincerely,



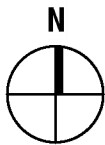
Alisha Kwon Hammett
Shopworks Architecture



1

LEVEL 1 PLAN

1" = 40'-0"



NOTE: PLANS AND ELEVATIONS ARE
CONCEPTUAL AND SUBJECT TO CHANGE.

EDGE OF THE WOODS

Janice and Florence Ave, Green Bay WI

PROJ. NO. 21025

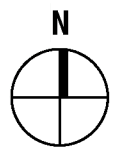
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LEVEL 2 PLAN

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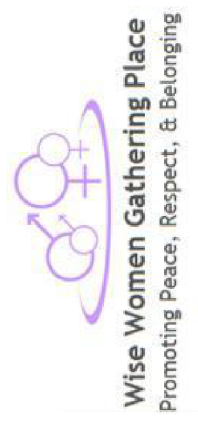
NOTE: PLANS AND ELEVATIONS ARE
CONCEPTUAL AND SUBJECT TO CHANGE.

EDGE OF THE WOODS

Janice and Florence Ave, Green Bay WI

PROJ. NO. 21025

DATE: 7/08/22



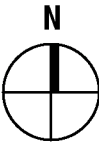
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1

LEVEL 3 PLAN

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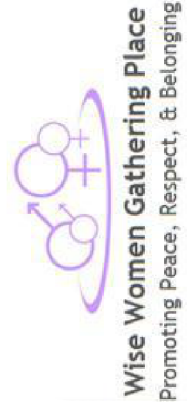
NOTE: PLANS AND ELEVATIONS ARE
CONCEPTUAL AND SUBJECT TO CHANGE.

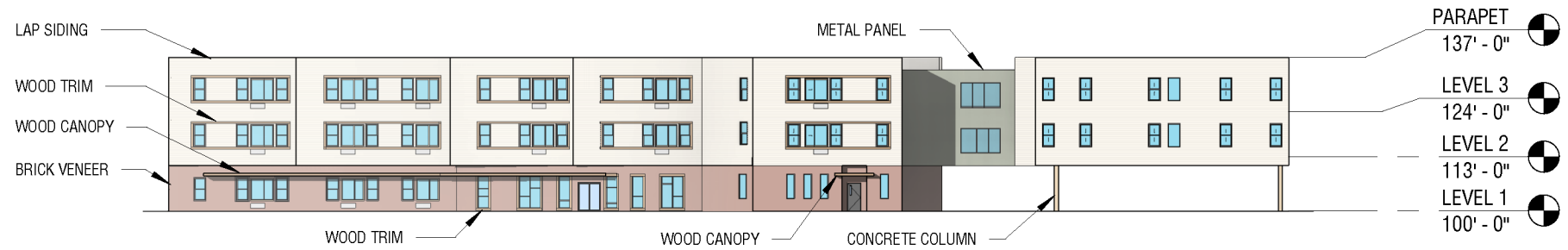
EDGE OF THE WOODS

Janice and Florence Ave, Green Bay WI

PROJ. NO. 21025

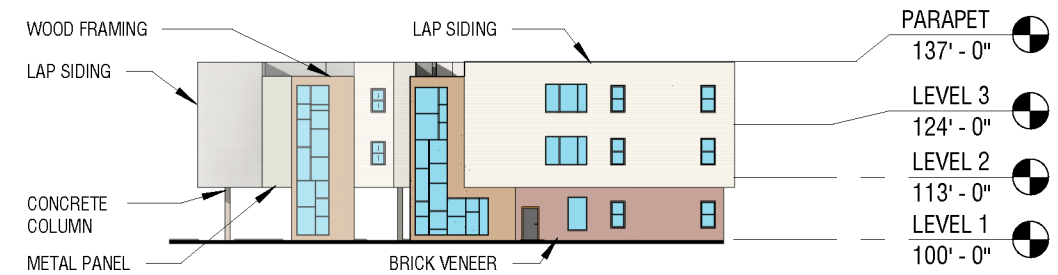
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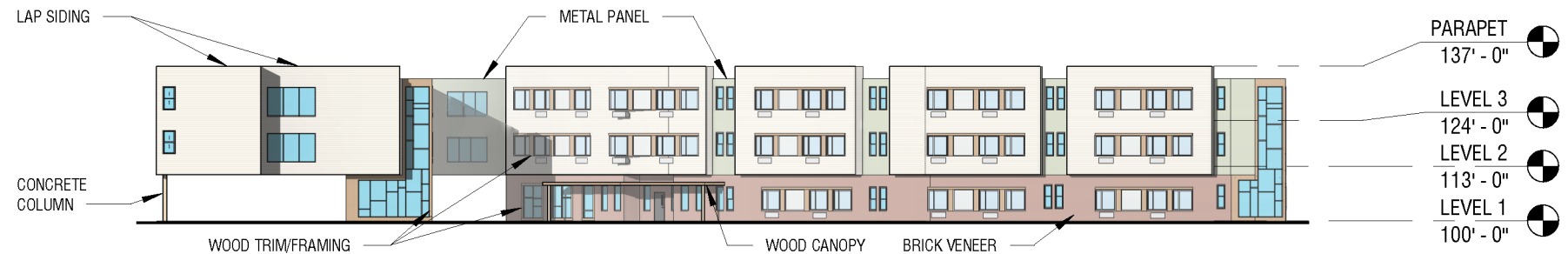
1 NORTH ELEVATION

1" = 40'-0"



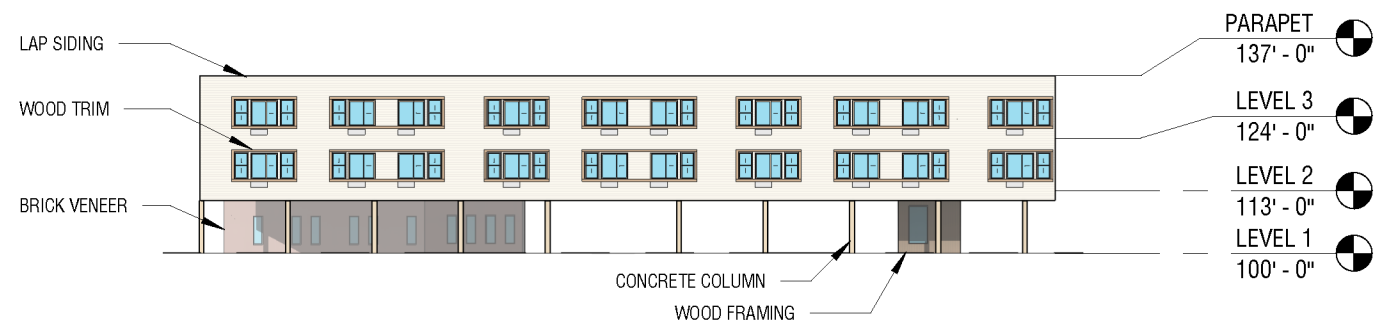
2 EAST ELEVATION

1" = 40'-0"



3 SOUTH ELEVATION

1" = 40'-0"



4 WEST ELEVATION

1" = 40'-0"

NOTE: PLANS AND ELEVATIONS ARE
CONCEPTUAL AND SUBJECT TO CHANGE.

5/12/2022

To whom it may concern,

We are both home owners on Vernon Court.

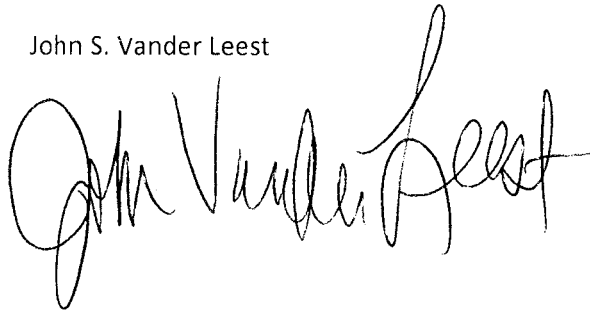
We would like to weigh in the Vernon Court/Janice Street 50 unit development proposal.

Overall, we are supportive of the proposal. We think it will fit in well with the existing neighborhood.

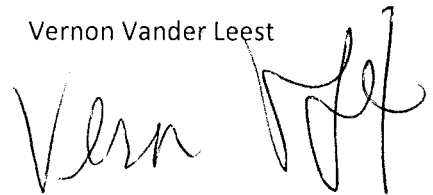
We are most concerned about the placement of the entrance(s). We would like to make sure the entrances are only on Florence Avenue. There is very limited parking on Vernon Court. If there is an entrance on Vernon Court this will cause major parking problems since this is a dead end street.

Finally, we would like the project to include fencing along the perimeter of the property and a berm of trees/shrubs that will help reduce the impact of the property on the neighborhood.

John S. Vander Leest

A handwritten signature in black ink, appearing to read "John Vander Leest", with a large, stylized initial "J" and a long, sweeping underline.

Vernon Vander Leest

A handwritten signature in black ink, appearing to read "Vern Vander Leest", with a large, stylized initial "V" and a long, sweeping underline.

City of Green Bay
c/ David Buck, Senior City Planner
Community & Economic Development- Planning
100 N. Jefferson St.
Green Bay, WI 54301

RE: Support for Rezoning Application for Janice Avenue Property

Members of the Green Bay Plan Commission and Common Council:

Bethel Lutheran Church is aware of Wise Women Gathering Place's rezoning request for their property at the southwest corner of Janice and Florence Avenue in the Fireman's Park Neighborhood for a new Planned Unit Development (PUD) to accommodate Edge of the Woods Place, a new affordable housing community for families. We are submitting this letter to express our support for the rezoning, as well as the building of this development in general.

As a clergyperson serving Bethel, I am writing to share my support for the affordable housing proposed at the southwest corner of Janice Avenue and Florence Avenue in Green Bay Wisconsin. Wise Women Gathering Place has been an important part of the Green Bay Community for decades. They have a deep connection to and knowledge of our community and walk alongside a diversity of people to ensure they have access to what they need to thrive. Their commitment to this work, and for finding a solution for housing, is appreciated by all of those who believe that all people deserve a dignified and safe home in our community.

As a clergyperson within the ELCA, I am honored to work within a denomination that advocates for, and helps to create, affordable housing. The lack of affordable housing is impacting every community in America, including Green Bay.

I support this development and am thankful for the partnerships that are making it feasible.

Sincerely,



Pastor Kim Swenson
Bethel Lutheran Church
1350 Bond St
Green Bay, WI 54303
920-495-3737



St. John Lutheran Church
1700 Lost Dauphin Road
De Pere, Wisconsin 54115
(920) 336-1082
stjohndepere.org

City of Green Bay
c/ David Buck, Senior City Planner
Community & Economic Development- Planning
100 N. Jefferson St.
Green Bay, WI 54301

June 13, 2022

RE: Support for Rezoning Application for Janice Avenue Property

Members of the Green Bay Plan Commission and Common Council:

St. John Lutheran Church is aware of Wise Women Gathering Place's rezoning request for their property at the southwest corner of Janice and Florence Avenue in the Fireman's Park Neighborhood for a new Planned Unit Development (PUD) to accommodate Edge of the Woods Place, a new affordable housing community for families. We are submitting this letter to express our support for the rezoning, as well as the building of this development in general.

As a clergyperson serving St. John Lutheran, I am writing to share my support for the affordable housing proposed at the southwest corner of Janice Avenue and Florence Avenue in Green Bay Wisconsin. Wise Women Gathering Place has a deep connection to and knowledge of the community and what is needed to ensure all people have access to what they need to thrive. Their commitment to this work, and for finding a solution for housing, is appreciated by all of those who believe that all people deserve a dignified and safe home in our community.

As a clergyperson within the Evangelical Lutheran Church of America, I am honored to work within a denomination that advocates for, and helps to create, affordable housing. The lack of affordable housing is impacting every community in America, including Green Bay and the surrounding area.

I support this development and am thankful for the partnerships that are making it feasible.

Sincerely,

Rev. Cindy Warmbier-Meyer
St. John Lutheran Church



112 North Adams Street, Suite 201 • Green Bay, WI 54301
Phone: (920) 432-3393 • Fax: (920) 432-7144

Brown County United Way

July 6, 2022

City of Green Bay
c/o David Buck, Senior City Planner
Community & Economic Development - Planning
100 North Jefferson Street
Green Bay, WI 54301

RE: Support for Rezoning Application for Janice Avenue Property

Dear Members of the Green Bay Plan Commission and Common Council:

Brown County United Way is supportive of Wise Women Gathering Place's rezoning request for their property at the southwest corner of Janice and Florence Avenue in the Fireman's Park Neighborhood for a new Planned Unit Development (PUD) to accommodate Edge of the Woods Place, a new affordable housing community for families.

This rezoning should be approved for the following reasons:

1. The PUD creates certainty around outcomes. It is sensitive to and respects the adjacent properties and neighborhood context.
2. The applicant, Wise Women Gathering Place, has done extensive community outreach and public engagement; the PUD reflects input and lessons learned from the community.
3. The PUD will enable the development of affordable housing for families in Green Bay. Affordable housing is an identified community need. It is also a priority within the Greater Green Bay Blueprint to Prevent and End Homelessness; the Blueprint is a product of the Greater Green Bay Community Housing Initiative Task Force of which Brown County United Way is a founding partner.

For these reasons, Brown County United Way asks the Plan Commission to recommend that the Common Council approve this PUD.

Sincerely,

A handwritten signature in black ink, appearing to read "Robyn Y. Davis".

Robyn Y. Davis, J.D.
President and CEO
Brown County United Way

City of Green Bay
c/ David Buck, Senior City Planner
Community & Economic Development- Planning
100 N. Jefferson St.
Green Bay, WI 54301



RE: Support for Rezoning Application for Janice Avenue Property

Members of the Green Bay Plan Commission and Common Council:

request for their property at the southwest corner of Janice and Florence Avenue in the Fireman's Park Neighborhood for a new Planned Unit Development (PUD) to accommodate Edge of the Woods Place, a new affordable housing community for families. **We are submitting this letter to express our support for the rezoning.**

This rezoning should be approved for the following reasons:

1. It is consistent with and implements housing plan recommendations in Comprehensive Plan.
2. The PUD creates certainty around outcomes. It is sensitive to, and respects, the adjacent properties, and neighborhood context.
3. The applicant, Wise Women Gathering Place, has done extraordinary community outreach and public engagement; the PUD reflects input and lessons learned from the community.
4. The PUD will enable the development of much needed affordable housing for families here in Green Bay.

For these reasons, we urge the Plan Commission to recommend that Common Council approve this PUD.

The attributes of the PUD zoning are appropriate and will be a great fit for the City of Green Bay.

Sincerely,

A handwritten signature in black ink that reads "Beth Hudak". The signature is written in a cursive, flowing style.

Beth Hudak, Chair
Brown County Homeless and Housing Coalition



City of Green Bay
c/ David Buck, Senior City Planner
Community & Economic Development- Planning
100 N. Jefferson St.
Green Bay, WI 54301

RE: Support for Rezoning Application for Janice Avenue Property

Members of the Green Bay Plan Commission and Common Council:

Calvary Lutheran Church is aware of Wise Women Gathering Place's rezoning request for their property at the southwest corner of Janice and Florence Avenue in the Fireman's Park Neighborhood for a new Planned Unit Development (PUD) to accommodate Edge of the Woods Place, a new affordable housing community for families. We are submitting this letter to express our support for the rezoning, as well as the building of this development in general.

As a clergyperson serving Calvary Lutheran Church, I am writing to share my support for the affordable housing proposed at the southwest corner of Janice Avenue and Florence Avenue in Green Bay Wisconsin. Wise Women Gathering Place has been an important part of the Green Bay Community for decades. They have a deep connection to and knowledge of our community and walk alongside a diversity of people to ensure they have access to what they need to thrive. Their commitment to this work, and for finding a solution for housing, is appreciated by all of those who believe that all people deserve a dignified and safe home in our community.

As a clergyperson within the Evangelical Lutheran Church of America, I am honored to work within a denomination that advocates for, and helps to create, affordable housing. The lack of affordable housing is impacting every community in America, including Green Bay, Wisconsin.

I support this development and am thankful for the partnerships that are making it feasible.

Sincerely,

Rev. Rufus Kudee

Associate Pastor



Oneida Nation
Oneida Business Committee
PO Box 365 • Oneida, WI 54155-0365
oneida-nsn.gov



June 8, 2022

City of Green Bay
c/ David Buck, Senior City Planner
Community & Economic Development- Planning
100 N. Jefferson St.
Green Bay, WI 54301

RE: Support for Rezoning Application for Janice Avenue Property

Honorable Members of the Common Council and Green Bay Plan Commission:

The Oneida Nation offers our support of Wise Women Gathering Place's rezoning request for their property at the southwest corner of Janice and Florence Avenue in the Fireman's Park Neighborhood for a new Planned Unit Development (PUD) to accommodate Edge of the Woods Place, a new affordable housing community for families.

Wise Women Gathering Place is a non-profit organization that promotes peace, respect and belonging through skill-building, sharing of resources and caring support for the community, and also provides Native American culturally specific services to any person harmed by violence. The Wise Women Gathering Place leadership has guided this organization to make a tremendous impact within our communities, and this project is another example of their dedication to enhancing their services.

We appreciate your consideration of this rezoning, and request that approval should be granted for the following reasons:

1. It is consistent with and implements housing plan recommendations in the Comprehensive Plan.
2. The PUD creates certainty around outcomes. It is sensitive to, and respects, the adjacent properties, and neighborhood context.
3. The applicant, Wise Women Gathering Place, has done extraordinary community outreach and public engagement; the PUD reflects input and lessons learned from the community.
4. The PUD will enable the development of much needed affordable housing for families here in Green Bay.

For these reasons, we urge the Plan Commission to recommend that Common Council approve this PUD. The attributes of the PUD zoning are appropriate and will be a great fit for the City of Green Bay.

With a Good Mind, a Good Heart and Strong Fire,

Tehassi tasi Hill

Tehassi tasi Hill, Chairman
Oneida Nation



Report to the Green Bay Plan Commission

MEETING DATE

August 30, 2022

PREPARED BY

Jon LeRoy

AGENDA ITEM # Q.3

To approve a Conditional Use Permit (CUP) at 421 4th Street to establish a single-family residential use in the Office Residential (OR) District, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit. (Public Hearing held 08/08/22)

BACKGROUND

Primary Address: 421 4th Street

Aldersperson/District: Ald. Brian Johnson / District 9

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

Surrounding Zoning and Land Uses:

SUBJECT: Office / Residential (OR) - Vacant land

NORTH: General Commercial (C1) - Vacant land

SOUTH: Office / Residential (OR) - Single-family dwelling

EAST: Office / Residential (OR) - Two-family dwelling

WEST: Office / Residential (OR) - Two-family dwelling

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Medium Intensity, Retail, Office, or Housing uses. Office / Residential zoning is considered one of the appropriate potential zoning districts. Single-family dwellings are considered as conditional use within Office / Residential zoning.

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

Report: The subject property, 421 Fourth Street, is an infill lot between Chestnut Avenue and S. Broadway. The parcel contains a total of 0.15 acres or 6,639 sq. ft. The approval of the request would allow for the building of a single-family dwelling.

In the review of the CUP, the Zoning Ordinance Section 44-83(e) establishes seven (7) standards for the Plan Commission to consider when reviewing a CUP:

- (1) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
- (2) The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- (3) The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.

- (4) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- (5) Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
- (6) Adequate parking facilities as specified in Article XVIII of this chapter.
- (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.

In 2020, a previous house was razed on the site. The neighborhood has a mix of single-family and two-family dwellings as the residential neighborhood to the west transitions to a higher intensity, commercially focused corridor along Broadway. Staff believe a mid-block, single-family dwelling on a narrow lot will work well within the fabric of the neighborhood.

A concept site plan has been submitted with this request for the property. New construction fits within the narrow lot, with a detached garage utilizing access from the private alley in the rear. The front of the property is within a 100-year floodplain. Development is subject to setbacks set forth in Zoning Ordinance Section 44-620. Consideration must be given to not infringe upon the boundary of a floodfringe district. A formal site plan is subject to OR zoning regulations.

Staff feels approval of this request meets the standards above and is keeping with surrounding land uses. Ald. Brian Johnson and property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff has not received an inquiry or objection to the request.

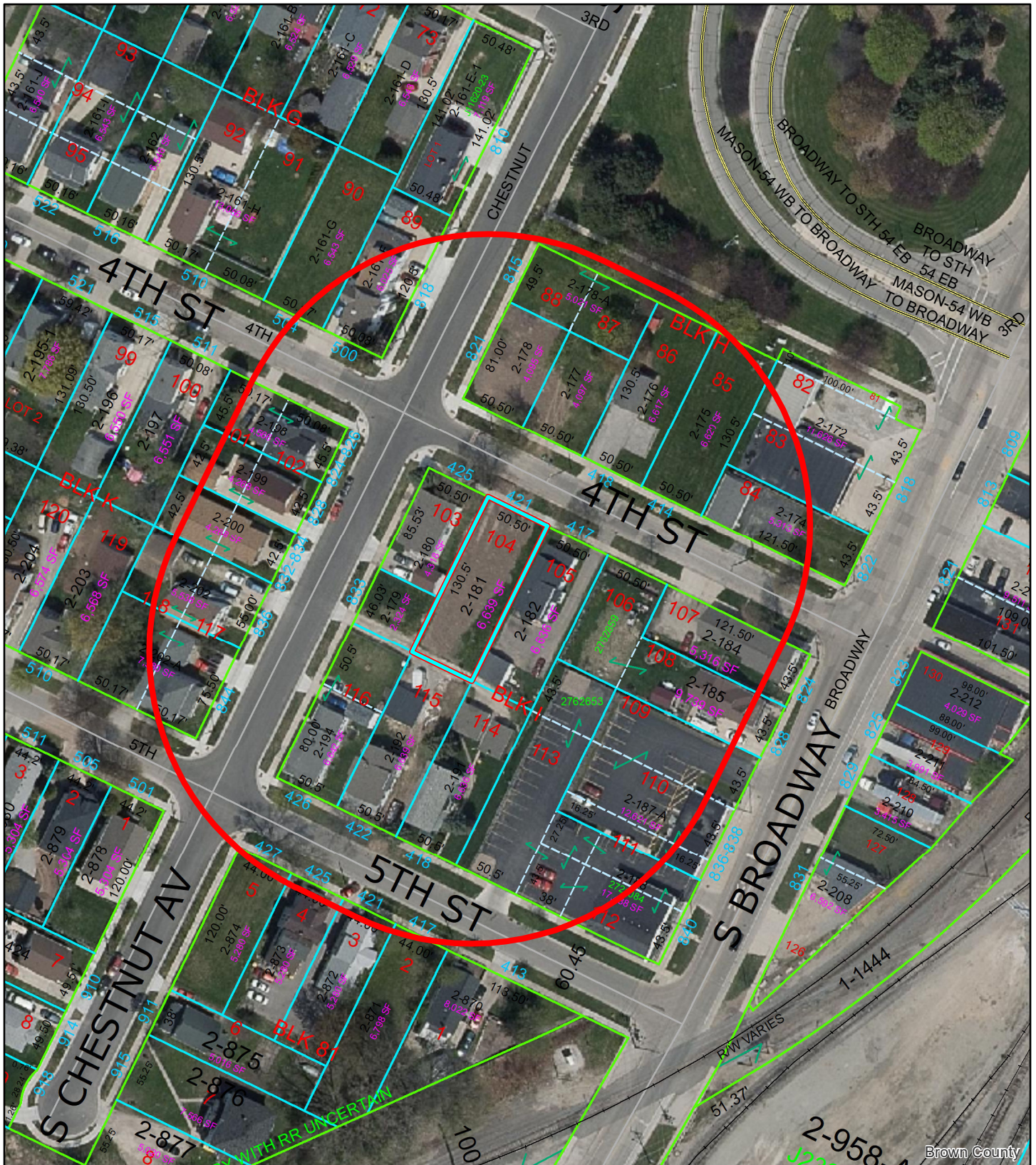
RECOMMENDATION

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

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-24 Map
2. ZP 22-24 Application Narrative
3. ZP 22-24 421 4th Street Site Plan
4. Lark Plan First Floor
5. Lark Plan Second Floor
6. Lark Plan Elevations East North
7. Lark Plan Elevations West South
8. ZP 22-24 Application Signed Application



(ZP 22-24) Conditional Use Permit 421 4th Street

0 25 50 100 Feet



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 27 Jul 2022 X:\Planning\Basemaps\template_8.5x11.mxd

- 421 4th Street
- 200-ft. Notification Area

RE: Attachment to CUP Application:

7/12/2022

Green Bay Plan Commission

We respectfully submit application to change the use of this property to single family use. We plan to build a new single-family home on this site in partnership with the Green Bay Area Public Schools "Bridges" program.

The block containing this site is a mixture of single- and two-family residences. In 2020 we performed an extensive renovation to the single family residence directly behind this site at 422 5th St . Also, in 2020 we constructed a new single family residence at 505 5th St, less than 300 ft from this site. We also performed a complete renovation of the two family home next to this site at 425 4th. We have been active in this neighborhood and wish to continue this to do so with this project.

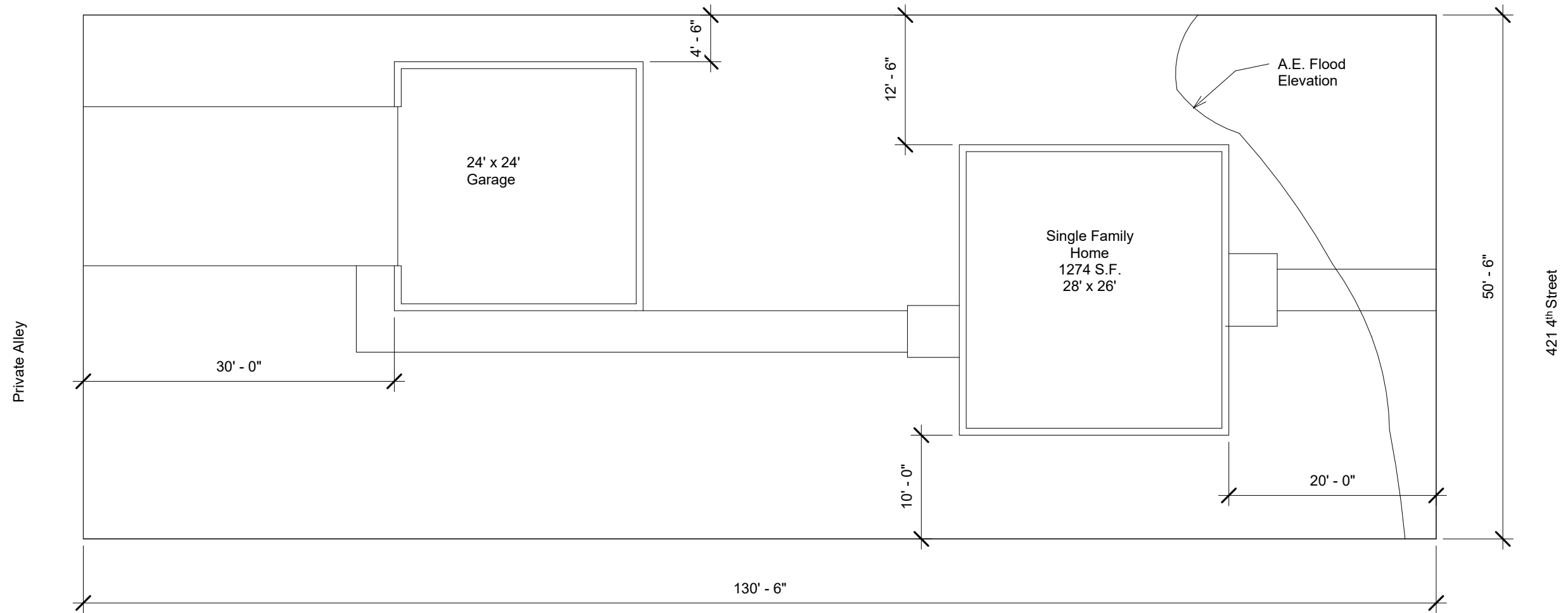
Expected start date would be as soon as possible to prepare for the student school year.

Thank you for your consideration, and we can answer any questions you will have

Sincerely

A handwritten signature in blue ink, appearing to read "Tim Denissen". The signature is fluid and cursive, with the first name "Tim" and last name "Denissen" clearly distinguishable.

Tim Denissen- Project Manager NeighborWorks Green Bay



① Site
3/32" = 1'-0"

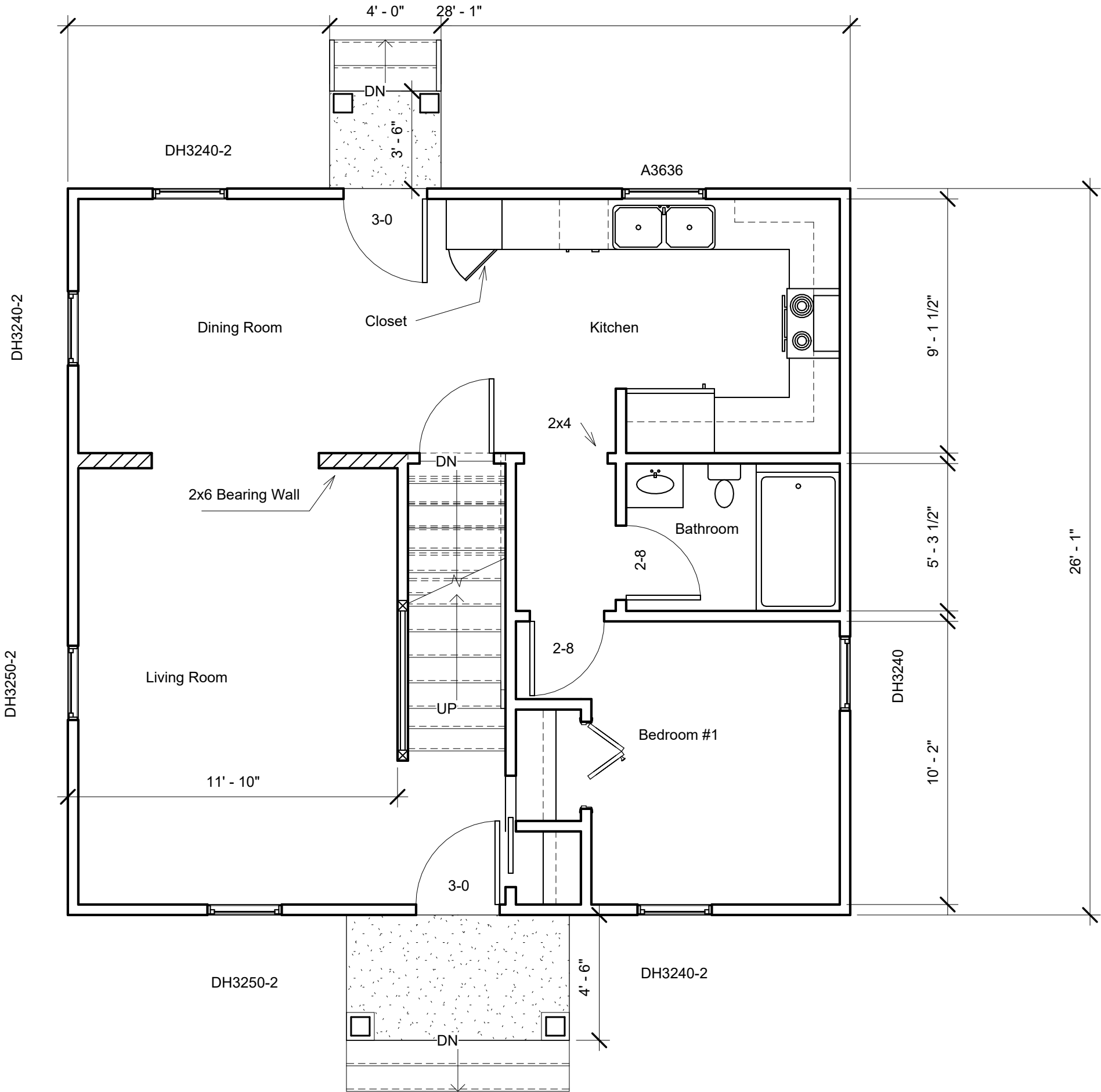
421 4th Street				Revisions:			Notes:
Project number	Project Number	A101					
Date	5/24/22						
Drawn by	Joe Berg						
Checked by	Tim Denissen	Scale	3/32" = 1'-0"				

First Floor Plan	
Address	421 4th St.
Date	6/7/22
Drawn by	Joe Berg
Checked by	Tim Denissen
Scale	1/4" = 1'-0"

A2

Revisions:		

Notes:

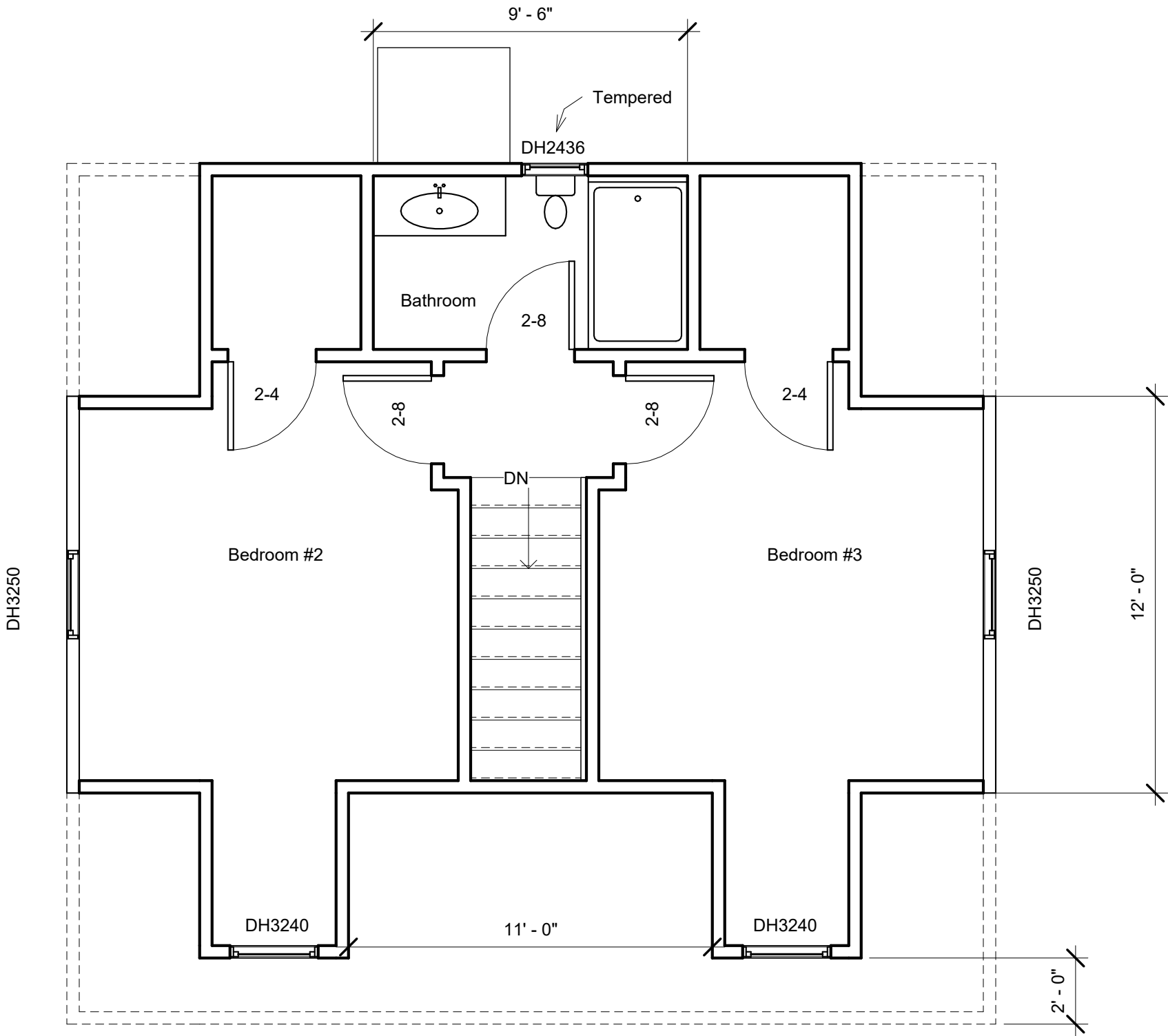


Second Floor Plan	
Address	421 4th St.
Date	6/7/22
Drawn by	Joe Berg
Checked by	Tim Denissen
Scale	1/4" = 1'-0"

A3

Revisions:		

Notes:



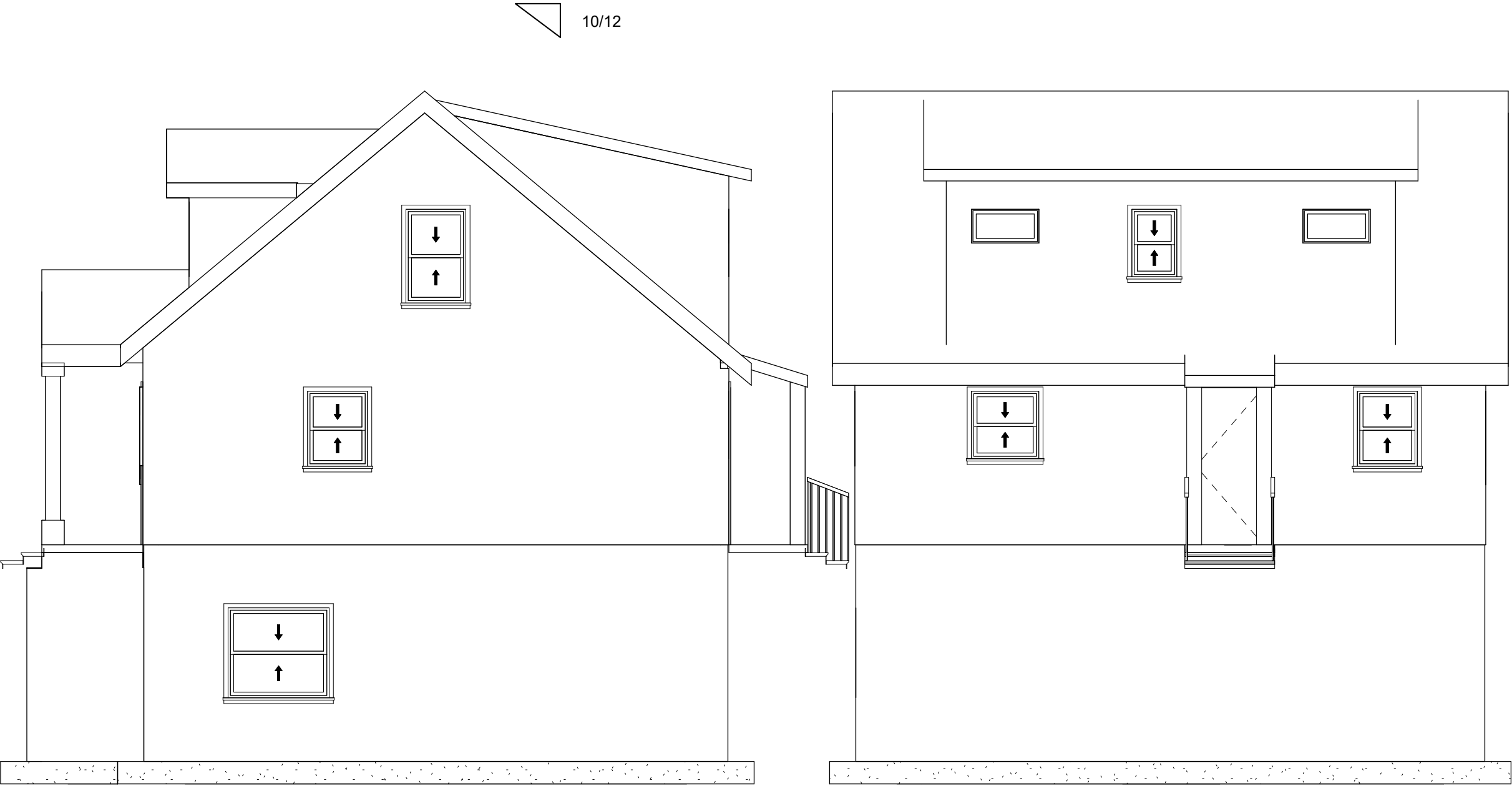
Elevations

Address	421 4th St.
Date	6/7/22
Drawn by	Joe Berg
Checked by	Tim Denissen
Scale	3/16" = 1'-0"

A4

Revisions:

Notes:



1 East
3/16" = 1'-0"

2 North
3/16" = 1'-0"

Elevations

Address	421 4th St.
Date	6/7/22
Drawn by	Joe Berg
Checked by	Tim Denissen
Scale	3/16" = 1'-0"

A5

Revisions:

Notes:



2 South
3/16" = 1'-0"

1 West
3/16" = 1'-0"

REQUEST FOR CITY ACTION - PLAN COMMISSION

(Submit **two** copies to the Planning Department, Room 608 or City Clerk's Office, Room 106, City Hall)

Date: 7/12/22

Petitioner(s): NeighborWorks Green Bay

Phone Number: 920-448-3075

Address: 437 S Jackson St City: Green Bay State: WI Zip Code: 54301

Property Owner: NeighborWorks Green Bay Phone Number: 920-448-3075

Parcel Numbers (required): 2-181

Location of Property: 421 4th St

Attach maps and legal descriptions (required).

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

I, Tim Denissen, Project Manager NeighborWorks Green Bay, respectfully request that the City of Green Bay take the following action:

Attach Zoning Petition Form with first three items.

Rezone Property (\$300.00 Review Fee)

☒ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$300.00 Review Fee)

PUD and PUD Amendments (\$350.00 Review Fee)

_____ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 plus \$35.00 per Lot/Outlot Review Fee)

_____ Approve Preliminary City/Extraterritorial Certified Survey Map (\$150.00 Review Fee)

____ Approve Final City/Extraterritorial Subdivision Plat (\$100.00 Review Fee)

_____ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)

____ Grant a Postponement of Development Fees (\$100.00 Review Fee) [Review by I&S and/or Park Committees]

Development District Map Amendment (\$200.00 Administration Fee)

Official Map/Area Development Plan Amendment (\$200.00 Administration Fee)

Plat of Right-of-Way (\$200.00 Administration Fee)

Discontinue a Public Utility Easement (\$200.00 Administration Fee)

_____ Street Name Change (\$200.00 Administration Fee)

____ Declare City Property "City Surplus" (\$200.00 Administration Fee)

Vacate a Street/Alley/Pedestrian Way (\$200.00 Administration Fee)

Other (\$200.00 Administration Fee): _____

Petitioner Signature(s):

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

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

Attach maps and legal descriptions (required).

See attachment to this document

Please contact the Planning Department in Room 608, City Hall, (920) 448-3400, if you have any questions.



Report to the Green Bay Plan Commission

MEETING DATE

August 30, 2022

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.4

To approve a Conditional Use Permit (CUP) at 2490 Deerpath Drive to erect an accessory building in excess of height restrictions, subject to compliance with all regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval. (Public Hearing held (08/08/22))

BACKGROUND

Primary Address: 2490 Deerpath Drive

Aldersperson / District: Ald. Craig Stevens / District 5

Reason for Request: To permit an existing constructed a shed/pool house that exceeds maximum height limitation.

Subject Parcel Zoning and Land Use:

SUBJECT PROPERTY: R1 – Low Density Residential zoning - Single-family dwelling.

North: R1-Low Density Residential - Single-family residences

South: R1-Low Density Residential - Single-family residences

East: R1-Low Density Residential - Single-family residences

West: R1-Low Density Residential - Single-family residences

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Low Density Housing.

Analysis: The subject property at 2490 Deerpath Drive is approximately 52,500 sq. ft. or 1.2 acres in overall size. It is heavily wooded and shielded from neighboring properties and the right-of-way, with the exception of the home's front facade. The existing principal structure is a 3,600 sq. ft. 2-story single-family home located near the terminus of the Deerpath cul-de-sac. The owner is adding a 1,600 sq. ft. pool to the northwest corner of their property and, as part of the project, has the desire to include a shed/pool house.

The proposed structure is designed to have a gable roof line running east / west with a north-facing dormer and extended patio / porch roof extension on the north facade. The design of the shed / pool house is to be complimentary to the existing home on the site, including matching siding and shake siding elements in the dormer. Staff believes that the maximum height limitation of 16 ft. for accessory structures is out of scale with their home, which is approximately 30 ft. tall. Additionally, as the pool itself is very large, they desire additional storage space for pool supplies, chemicals, changing rooms, etc. within one structure rather than having to place an additional structure on the site. They are therefore requesting the conditional use to allow the accessory structure to be 20 ft. in height, exceeding the regulation by 4 ft. The placement and design of the shed / pool house meets all other dimensional standards required in the zoning ordinance. Images of the garage and the site layout are attached within the agenda packet.

In the review of the CUP, the Zoning Ordinance Section 44-83(e) establishes seven (7) standards for the

Plan Commission to consider when reviewing a CUP:

- (1) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
- (2) The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- (3) The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
- (4) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- (5) Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
- (6) Adequate parking facilities as specified in Article XVIII of this chapter.
- (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.

Staff feels the request meets the standards listed above and is keeping within the nature and design of the site itself and the surrounding neighborhood. Additionally, due to the size and vegetative nature of the lot, the shed / pool house is not going to be visible from the right-of-way or surrounding residential uses.

Ald. Craig Stevens, adjacent property owners, and the Preble Park Neighborhood Association were notified of the request. Staff has not received any inquiries as of the drafting of this report.

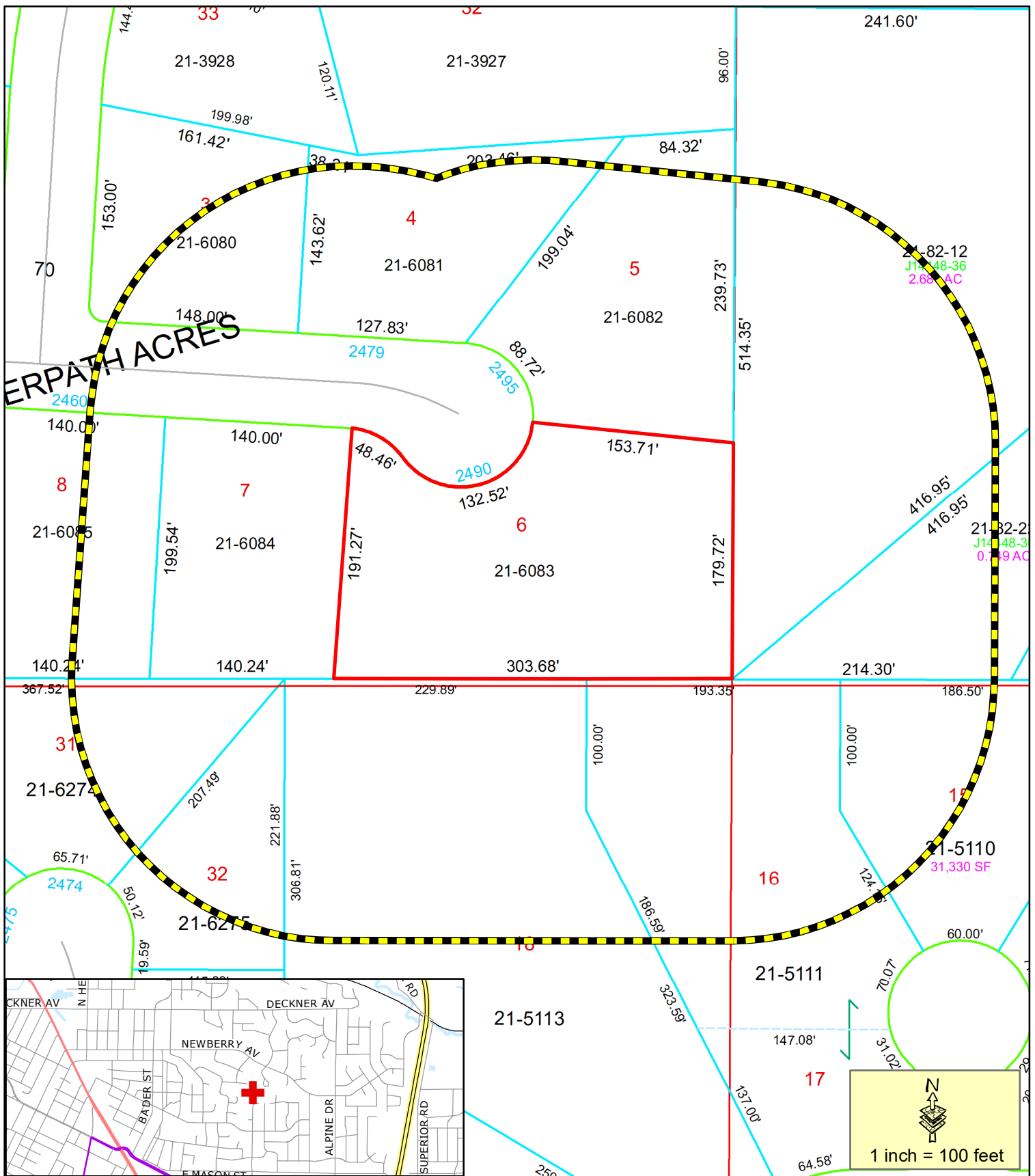
RECOMMENDATION

Approval of the request, subject to compliance with all regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-25 PropMap
2. ZP 22-25 Application
3. ZP 22-25 Elevations
4. ZP 22-25 Photos



Proposed CUP



200' Property Owner Notice

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

Zoning Petition (ZP 22-25) Proposed Conditional Use Permit (CUP) at 2490 Deerpath Drive





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: 2490 Deerpath Drive, Green Bay WI 54311

Parcel Number(s): 21-6083

Petitioner(s): Matthew & Stacy Thompson

Date: July 12, 2022

Email: slthomps76@yahoo.com

Phone Number: 920-530-8151

Address: 2490 Deerpath Drive

City: Green Bay

State: WI

Zip: 54311

Property Owner: Matthew & Stacy Thompson

Phone Number: 920-530-8151

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, Matthew & Stacy Thompson, 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)
- ☐ 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: [Signature]

Date: July 12, 2022

Petitioner Signature(s): [Signature]

Checklist of required attachments:

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

For office use only:

Review Fee: \$300 -

Receipt No.: 2761262-20

Zoning Petition No.: 2P 22-25

Matthew & Stacy Thompson
2490 Deerpath Drive
Green Bay WI 54311

July 12, 2022

To: Honorable Mayor and Common Council.

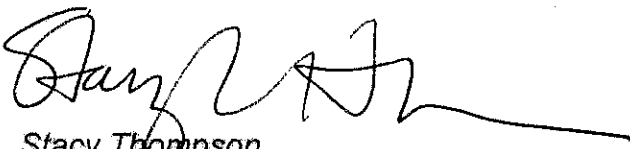
RE: 2490 Deerpath Drive, Parcel #21-6083

We would like to construct an accessory building that would have good curb appeal and be similar in style of our home.

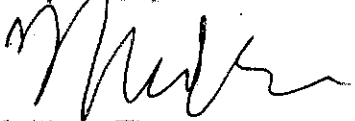
The height of the building is 20', we are asking for approval for the additional 4' 0" over the 16' allowed.

Exterior siding will be LP RidgidStack with 6 1/2" exposure, LP Shake on dormer and 3 -1/2" trim boards. Aluminum soffit and fascia. Shingles to be Dimensional CertainTeed Pro Asphalt.

Respectfully submitted,



Stacy Thompson



Matthew Thompson
Property Owners



City of
Green Bay

*Legal Description

City Of GreenBay > Parcel Data

Find a Parcel

Current Parcel: 21-6083

2490 DEERPATH DR

THOMPSON MATTHEW J & STACY L REVOCABLE TRUST

2490 DEERPATH DR GREEN BAY WI 54302-4338

Street View Map • Green Bay Parcel Map • Google Map

Assessment Records Zoning and Districts Brown County Parcel Data Inspection Records Special Assessments

Requests For Service Police Calls

2021 Residential Assessment 2020 Residential Assessment 2019 Residential Assessment 2018 Residential Assessment

2017 Residential Assessment Sketches

2021 Residential Assessment

Property Type: **Single family executive**

Value

Total Assessed Value Land: \$85,200	Total Assessed Value Improvements: \$559,400	Total Assessed Value: \$644,600
--	---	--

Assigned Appraiser

Name: **Jim Placek**

Phone: **920-448-3069**

Contact: **Jim.Placek@greenbaywi.gov**

Building Information

Tax Class: Residential	Heating Type: Gas, forced air	Other Rooms: 8
Occupancy: Single family	Cooling Type: A/C, same ducts	Masonry Fireplace Stacks: 2
Story: 2 story	Full Baths: 3	Masonry Fireplace Openings: 2
Style: Executive/mansion	Half Baths: 1	Full Basement S F: 3268 sq ft
Exterior Wall: Brick	Additional Fixtures: 4	First Floor S F: 3583 sq ft
Roof Type: Asphalt shingles	Bedrooms: 5	Second Floor S F: 700 sq ft
Year Built: 1992	Family Rooms: 1	SFLA: 4283
Living Units: 1	Rec Room S F: 1416 sq ft	Half Story SF: 0 sq ft

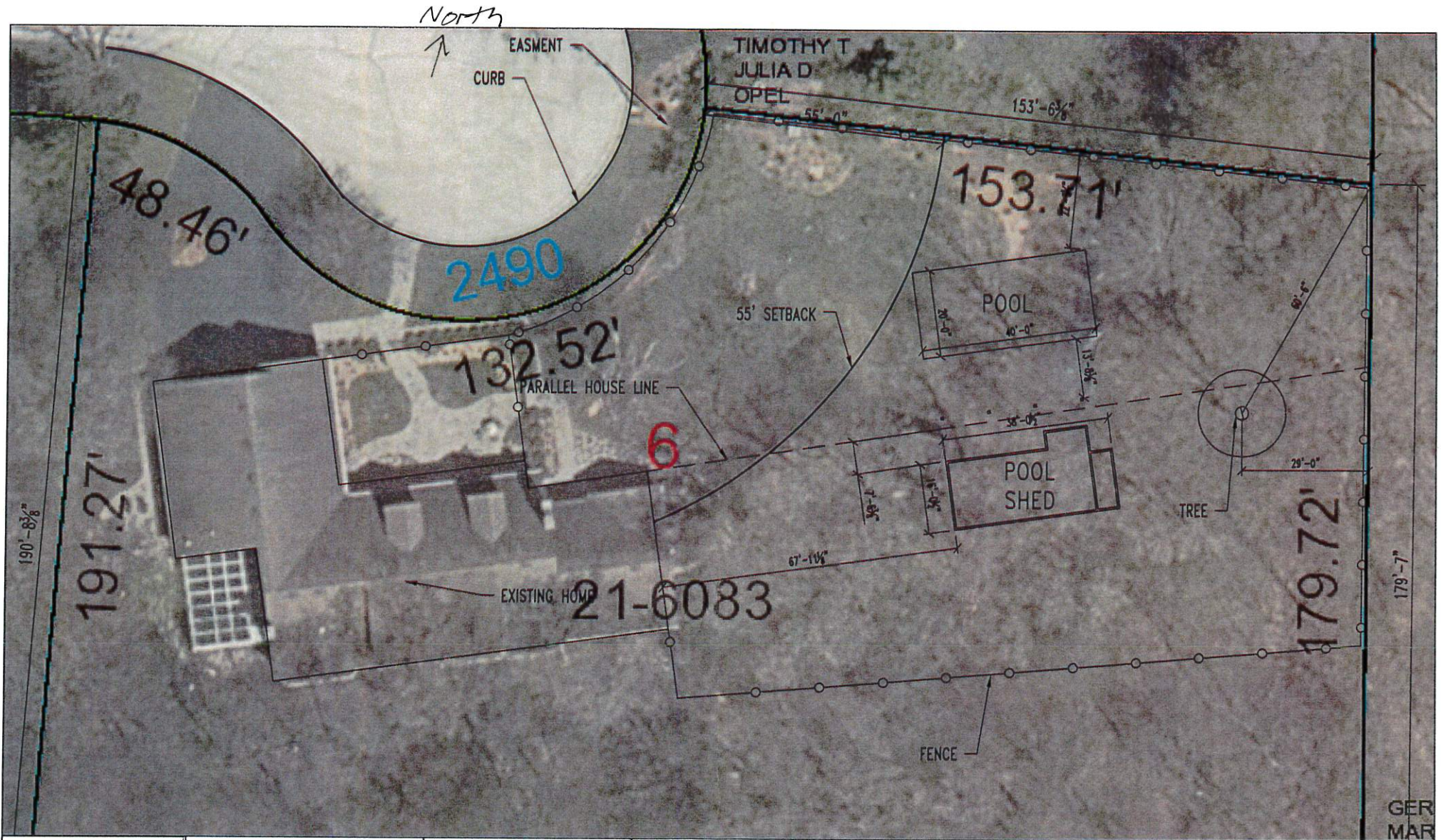
Property Info

Water Front Type: None	Tax Key Number: 21-6083	Neighborhood Group: Residential
Acres: 1.204	Zoning: Low Density Resident	Neighborhood: 130
Square Feet: 52442	Has O B I: Yes	Sanitary: Sewer
Depth: 0	Has Residential: Yes	Water: City water
Width: 0	Has Land: Yes	Traffic: Cul de sac
Land Use: Residential	Property Address: 2490 Deerpath Dr	Legal Acres: 1.208
County: Brown	Total Improvements: 1	

Legal Description

Legal Description: **52,645 SQ FT DEERPATH ACRES LOT 6**

The City of Green Bay is not responsible for the misrepresentation, inaccuracies or unauthorized use of the information presented.



MI-MAR
BUILDERS INC
Home Artistry

THOMPSON

2490 DEERPATH DR
GREEN BAY 54302

MAY 31, 2022

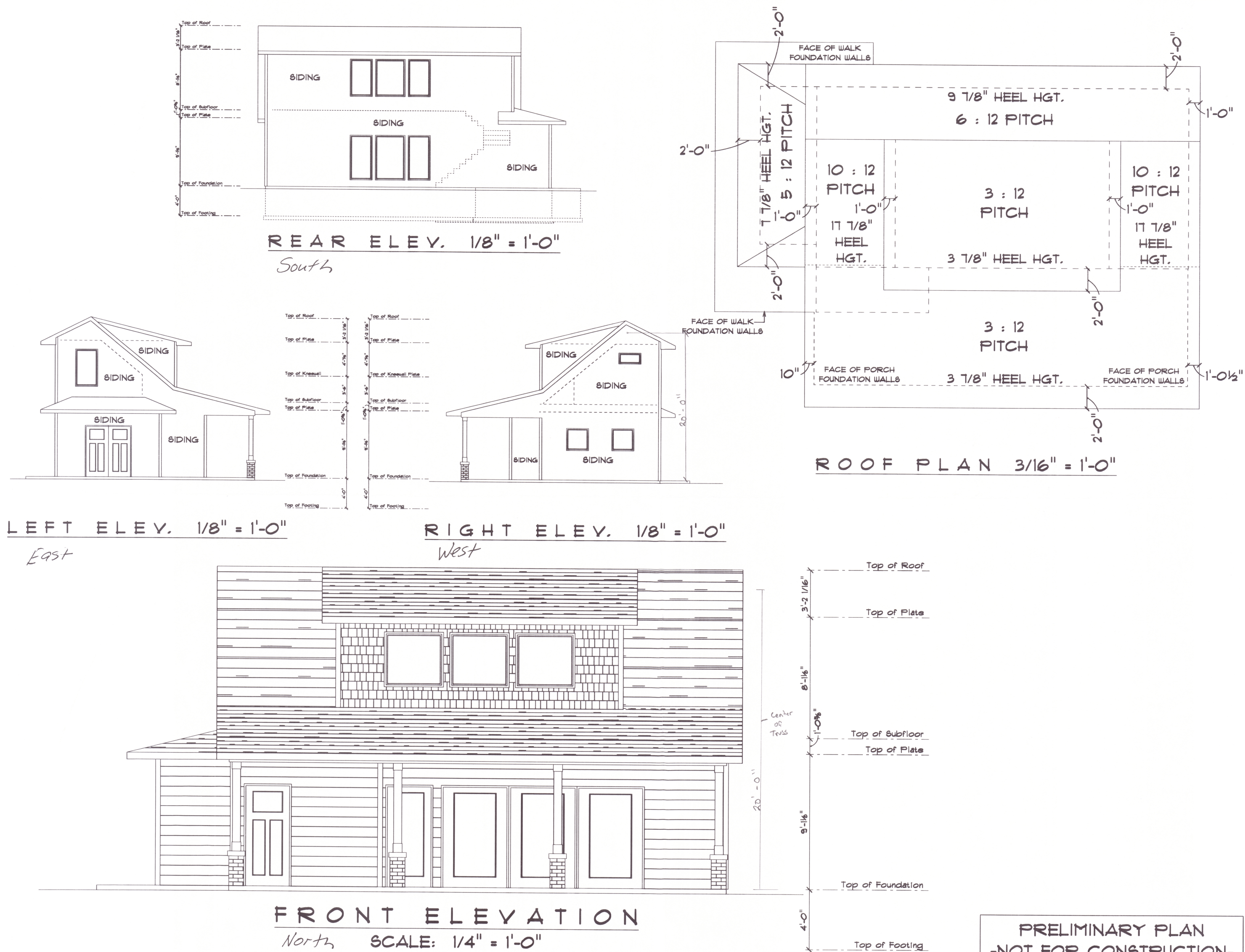
DRAWN BY:
MD

SITE PLAN

REV:

SCALE: 1"=20'

THESE PLANS ARE THE PROPERTY OF MI-MAR BUILDERS INC.
NOT TO BE USED FOR ESTIMATING, DESIGN, OR CONSTRUCTION
BY ANYONE OTHER THAN MI-MAR BUILDERS INC.



Design Services 3400 S. Ridge Rd. De Pere, WI 54115 PHONE: (920) 983-4200 FAX: (920) 983-4200	DATE	FEB. 23, 2022
	SCALE	AS NOTED
	DESIGNED BY	SPAWN Lee A. Wack
	DRAWING NO.	21-137
Builders FirstSource	CUSTOM DESIGNED FOR: THE THOMPSON POOL SHED	
	Although every effort has been made to insure the accuracy of these plans and drawings, the contractor must check all details and dimensions and be responsible for the same.	



Existing
house

#1

Facing East on
Deerpark Dr.



#2

Facing East on Deerpath Dr.
Looking at 2490 Deerpath Dr



#3 Facing east/looking at 2490 Deepwater Dr.
Southeast



#4 Facing South home at 2490 Deerpath Dr.



#5 On lot Facing west 2490 Deer path Dr.



#16 on lot facing East

2490 Deepwater Dr.



Report to the Green Bay Plan Commission

MEETING DATE

August 30, 2022

PREPARED BY

Madison Smith

AGENDA ITEM # Q.5

To hold over the request to authorize a Conditional Use Permit (CUP) to allow the construction of a duplex (2-family residential dwelling) in an R1 District located at 2325 Deckner Avenue, to allow the applicant to gather additional information.

BACKGROUND

Primary Address: 2325 Deckner Avenue

Aldersperson / District: Ald. Jim Hutchison / District 2

Reason for Request: To permit the continued use of a 2-family dwelling in the R1 District and allow construction of a duplex.

Surrounding Zoning and Land Uses:

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

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

SOUTH: Low Density Residential (R1) / Public Property/Institutional (PI) - Single-Family Residential / Green Bay Public School

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

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

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

Analysis: While Ch. 66.1001 Wis. Stats. requires conditional uses to meet the compliancy requirement to code; the proposed conditional use permit is not consistent with the comprehensive plan. The proposed use of the subject property is contradictory to the applicable recommended policy and the future land use map.

Report: This site is located in the R1 (Low Density Residential-New Lots) District. This is also in proximity of the public high school: Preble. The parcel is currently undeveloped and the applicant would like to construct a duplex (2-Family Dwelling Unit). In order to build a duplex on this R1 parcel, staff will need a concept plan or illustration. Following authorization for a CUP, the applicant submits a formal site plan and staff review for compliancy.

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.

At this time, staff cannot determine whether this application meets the following criteria for a conditional use permit (CUP).

Ald. Jim Hutchison, and adjacent property owners within 200 ft. of the property have been notified of the request and 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.

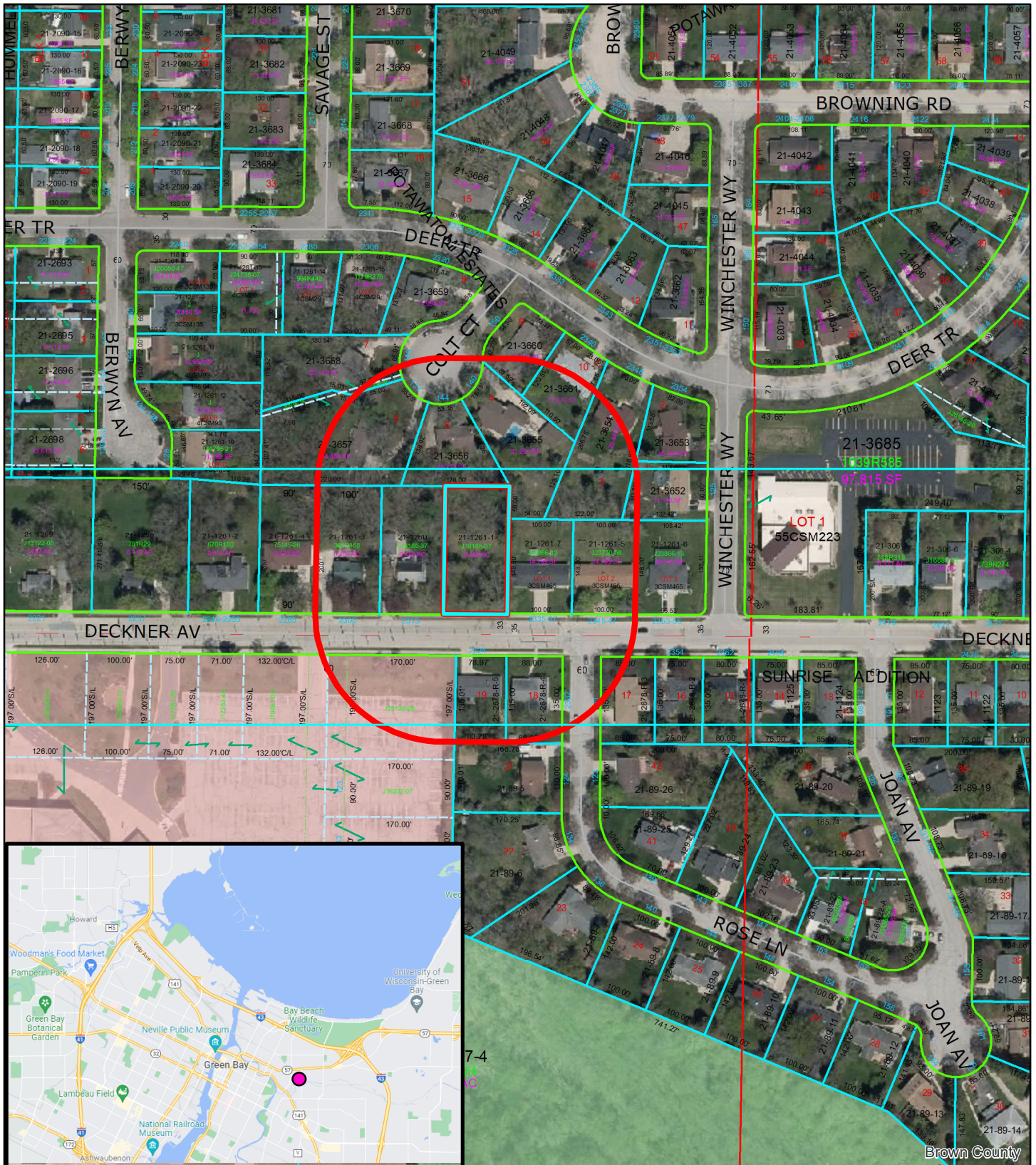
RECOMMENDATION

Staff have not received enough information at this time and recommend this item be held until received.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-26 Color Map
2. ZP 22-26 Zoning Map
3. ZP 22-26 Future Landuse Map
4. ZP 22-26, City Action Form
5. 2325 Deckner Avenue 21-1261-1



**(ZP 22-26) Zoning Petition
Conditional Use Permit (CUP)
2325 Deckner Ave
Green Bay, WI, 54302**

0 60 120 240 Feet

Parcel

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:
21-1261-1

Current Zoning – 2325 Deckner Ave



Zoning Legend

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



Future Landuse – 2325 Deckner Ave



Future Landuse Legend

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





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: 2325 Deckner Avenue
Parcel Number(s): 21-1261-1
Petitioner(s): Landmark Real Estate + Dev. Date: July 13, 2022
Email: keithgarot@new.rr.com Phone Number: 920/621-4929
Address: 320 Main Avenue # 300 City: De Pere State: WI Zip: 54115
Property Owner: Sara Beerntsen & Curt Allard Phone Number: 920/217-0743

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

I, Landmark Real Estate, 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)
- ☐ 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: Curt Allard Sara Beerntsen Date: 7.13.22

Petitioner Signature(s): [Signature] 7-13-22

Checklist of required attachments:

- Map ☒
- Legal Description ☒
- Applicant Narrative Describing Project Duplex construction
- All Other Pertinent Information

For office use only:

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

Not for Public Distribution

Vacant Land

2325 DECKNER Avenue Lot #

City of Green Bay

\$35,000

50243790

Active-No Offer

GREEN BAY,

54302-4408

06/30/2022 09:44 AM

List: David Kopp - OFF-D: 920-330-0100

of Resource One Realty, LLC - Office: 920-983-5450

Ofc: 11510

Agt: 111542

Co-List:

of

Ofc:

Agt:

Sell:

of

Ofc:

Agt:



County Brown
 MunSubArea Northeast Green Bay
 School-District Green Bay Area
 Subdivision Name
 Tax Net Amt \$744.01
 Tax Year 2021
 Tax ID 21-1261-1
 Assessments Total
 Assessment Year
 Special Assessments No

Deeded Access Unknown
 Restrictive Covenant(s) No
 Flood Plain No
 Certified Survey Avail
 Approved Plat Map
 HOA Annual Fee No
 Assoc Fee-Annual

Virtual Tour URL

Schedule a Showing

Description	Data	Data Source	Description	Data	Data Source	Prop Sub-Type
Acres Est	0.46	Assessor/Public Record	Wetland Acreage Est			Builder Exclusive No
Lot Dimensions Est	100x200	Assessor/Public Record	Pasture Acreage Est			Builder Name
Lot SQFT Est	19,994	Assessor/Public Record	Tillable Acreage Est			Bank Owned/REO No
			Wooded Acreage Est			Potential Short Sale No
Water Frontage	No	Water Body Name	School-Elementary	Danz		Relocation No
Water Type		Est Water Frontage	School-Middle	Edison		
Water Features - Others?	No	Source-Water Frontage	School-High	Preble		
Delayed Showings?	No					
Showings Begin Date						

Directions Main Street, east on Deckner to property

Remarks-Public 2325 Deckner is a Rare, sensational spot for your new dream home! High & dry, 100x200' wooded lot has all utilities ready @ street. Conveniently located for schools, shopping and recreation! Near Baird Creek and Preble Park. Duplex possible with plan commission approval. Great Deal! Almost a half-acre....Here it is!!!!

Remarks-Private

Showing Info-Private Call/text listing agent at 920-330-0100

ZONING Residential

UTIL AVAIL TO PARCEL(S) Cable, Electric, Natural Gas, Some Underground, High Speed Internet Avail

WATERSYSTEMAVAIL/INSTALLED Municipal Water Avail

WASTE DISPOSAL SYSTEM Municipal Sewer Avail, Sewer Lateral to Lot Line

LOT DESCRIPTION Rectangular, Sloping, Suburban, Wooded

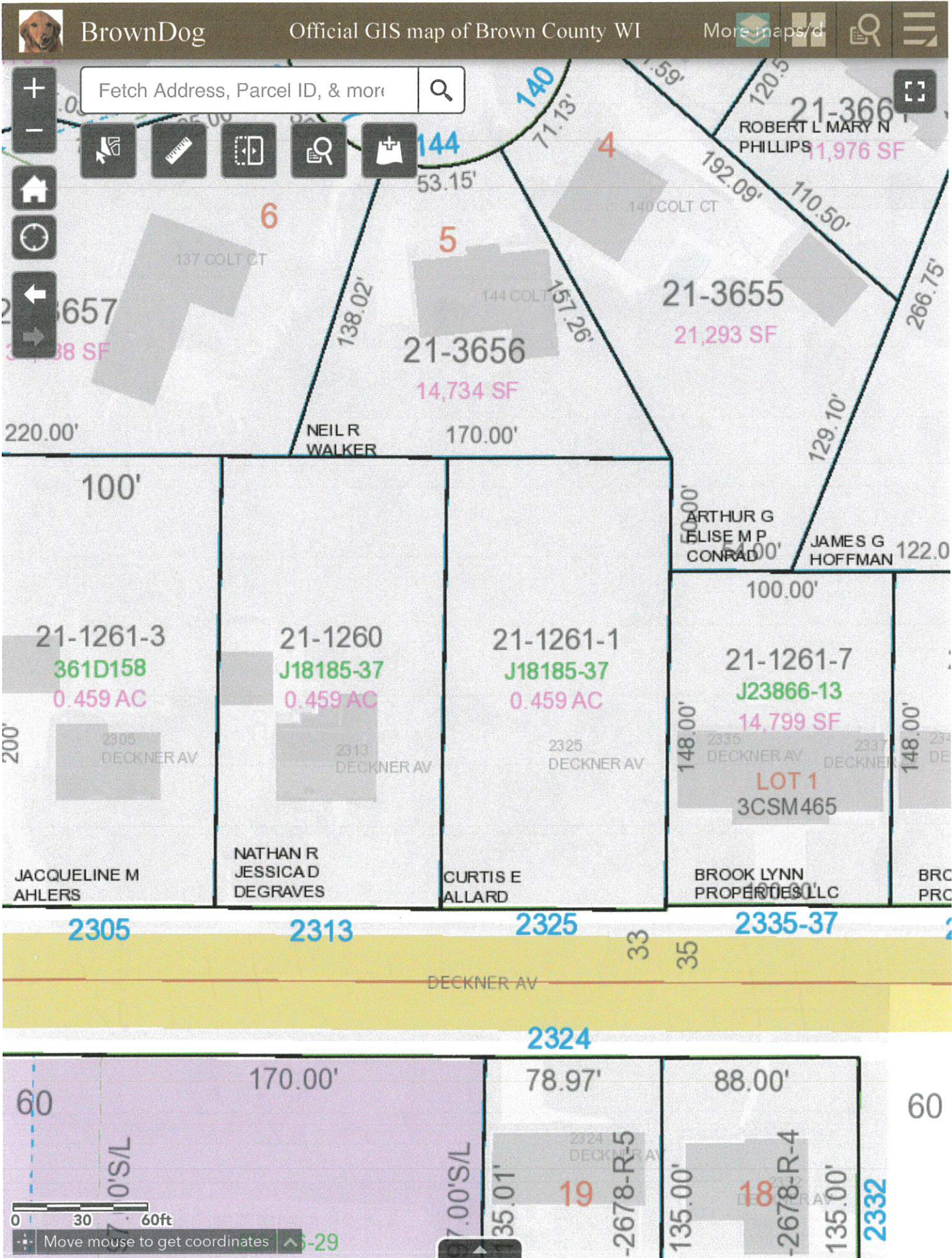
IMPROVEMENTS (ON SITE) None

ROADS Paved

ListVisbl Confirmed Agent - License 94-86471
 Input Date 7/9/2021 9:26 AM List Ofc 1 - CorpLin 91-700983
 List Date 7/8/2021 Selling Price
 Accepted Offer Date Close Date
 Pending Date Financing Type
 Expiration Date 8/5/2022 SellConAmt
 Off Market Date Type Of Sale
 Days On Market 357 Misc Closed Info

Electronic Consent N Board Entered No
 Ad Code
 VOW Include Y Comm-Sub Agent 2.1 %
 Internet/IDX w/address Y Comm-Buyer Broker 2.1 %
 Variable Rate Comm No
 VOW w/AVM Y Licnt No
 Contract Type Exclusive Right to Sell
 VOW w/Comment Y Limited Service No

Cooperative compensation offered in MLS can be in addition to, or replaced by, compensation paid by the buyer or money paid by the seller as established in the purchase agreement. Because cooperating brokers are not a party to a purchase agreement, such agreement cannot be used to modify the listing broker's offer of compensation in MLS. Information provided for general information only; if material should be verified by user or qualified expert. *Taxes may not include all assessments or fees. Buyer should verify total square footage, acreage/land/building/room dimensions if material. Below-grade areas may not meet building code requirements. Equal Housing Opportunity Listing, 2020 COPYRIGHT RANW MLS



DESCRIPTION OF 2325 DECKNER AVENUE –
TAX PARCEL NUMBER 21-1261-1
(ZP 22-26)

The East 100 feet of the West 939.64 feet of the South 233 feet of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$), Section Thirty-three (33), Township Twenty-four (24) North, Range Twenty-one (21) East, in the City of Green Bay, Brown County, Wisconsin, excepting that part thereof used for road purposes.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # R.1

To receive and place on file a request by the Finance Director to review and discuss 2021 year-end financial results for the City.

BACKGROUND

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

- I. FS Highlight Board Presentation - Green Bay 2021



City of Green Bay

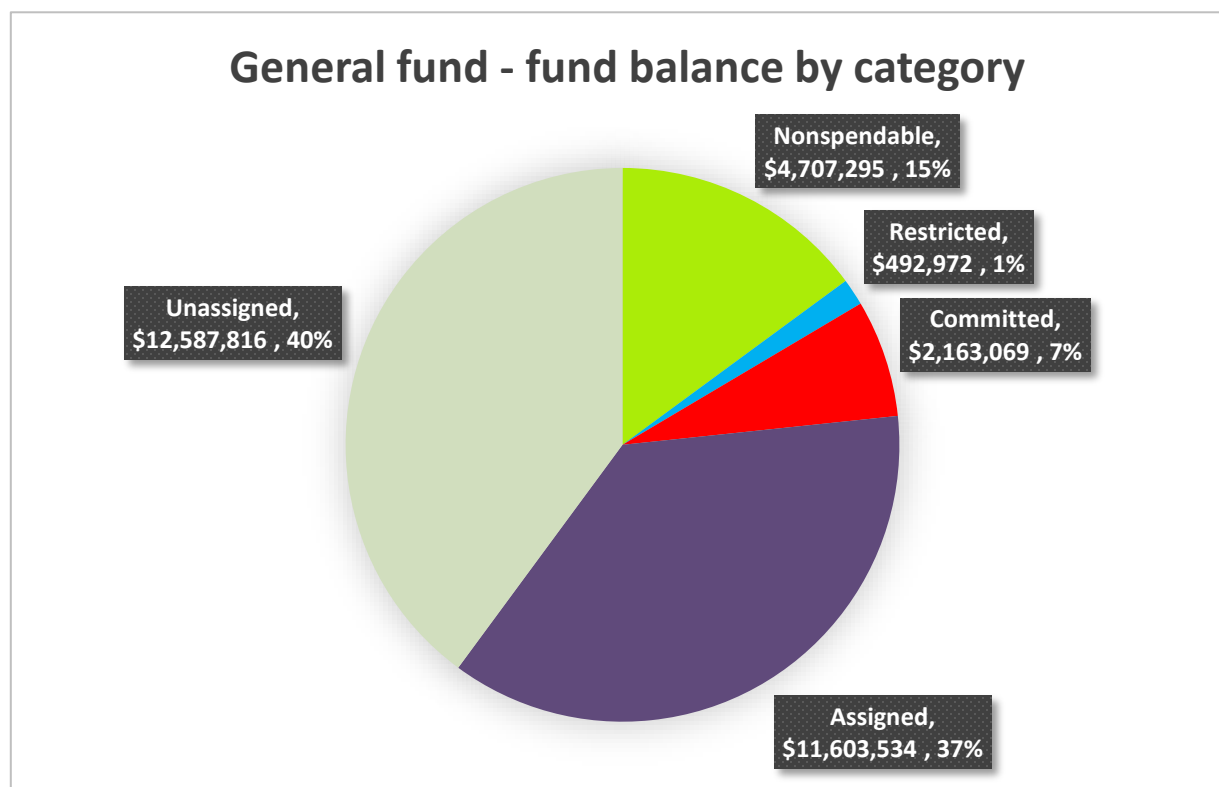
2021 financial highlights

Prepared for August 23, 2022 Finance Committee Meeting

Client service team

Kimberly M. Shult, CPA, Partner
kimberly.shult@bakertilly.com
612.876.4912

Amanda R. Mboga, CPA, Senior Manager
Sheanne M. Hediger, CPA, Senior Manager



Summarized income statement

	Actual	Final budget	Variance
Revenues and other financing sources	\$ 92,322,331	\$ 92,582,401	\$ (260,070)
Expenditures and other financing uses	(90,842,298)	(92,995,936)	(2,153,638)
Net change in fund balance	<u>\$ 1,480,033</u>	<u>\$ (413,535)</u>	<u>\$ 1,893,568</u>

Fund balance category definitions

Nonspendable - amounts cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained in tact.

Restricted - amounts that can be spent only for the specific purposes stipulated by an external source.

Committed - amounts constrained for specific purposes that are internally imposed through formal action of the governing body.

Assigned - spendable amounts that are intended to be used for specific purposes that are not considered restricted or committed.

Unassigned - residual amounts that have not been classified within other categories above.

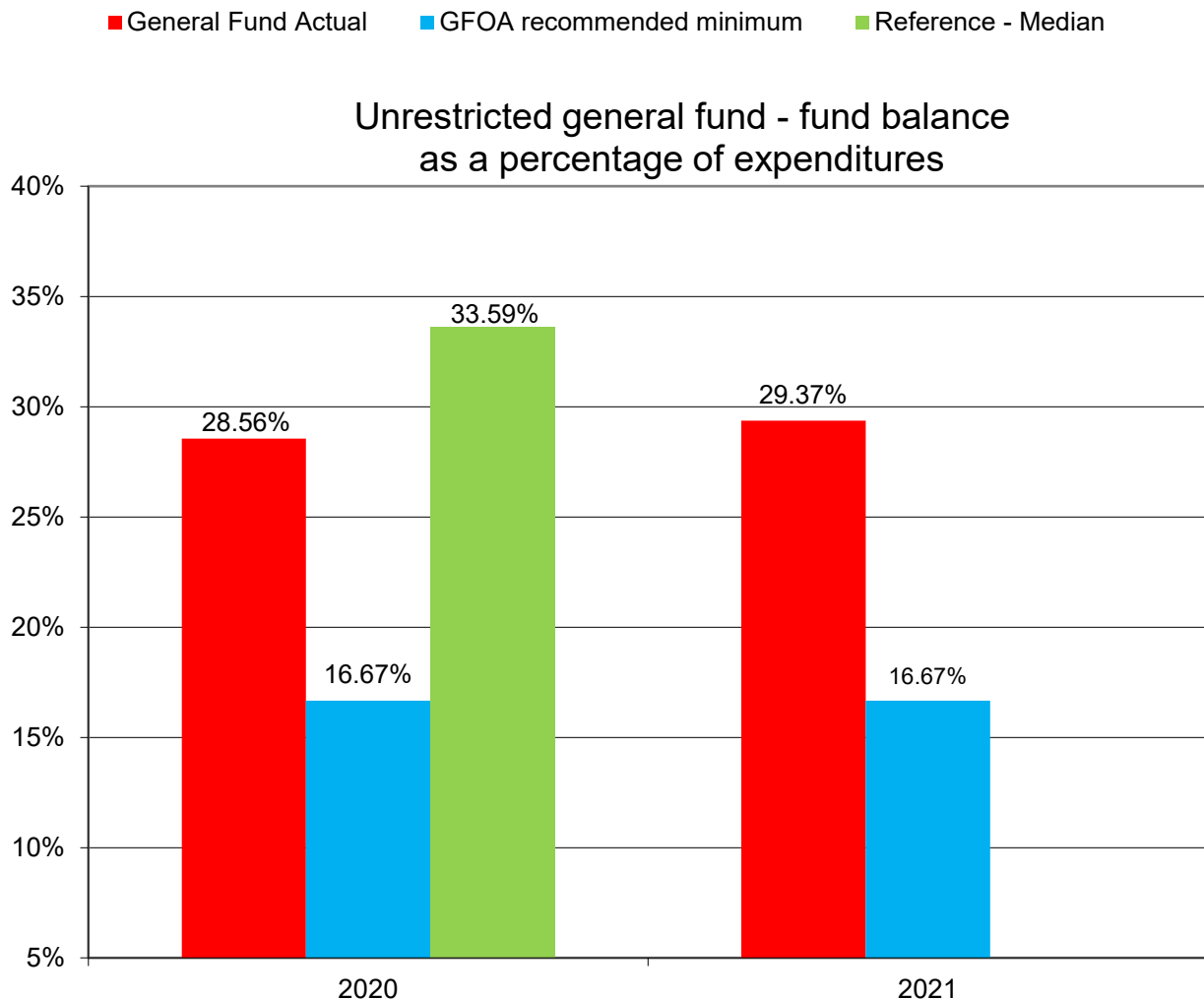
City of Green Bay

General fund - fund balance trends



Fund balance policy:

The City's policy is to maintain an unassigned general fund balance of 9-16% of expenditures. Unassigned fund balance as of 12/31/2021 was 14% of expenditures.



Other reference values

GFOA recommends a minimum of no less than 2 months (16.7%) of general fund expenditures.

Median reference value generated from 2020 Baker Tilly municipal client data for population ranges of 30,000 to 150,000.

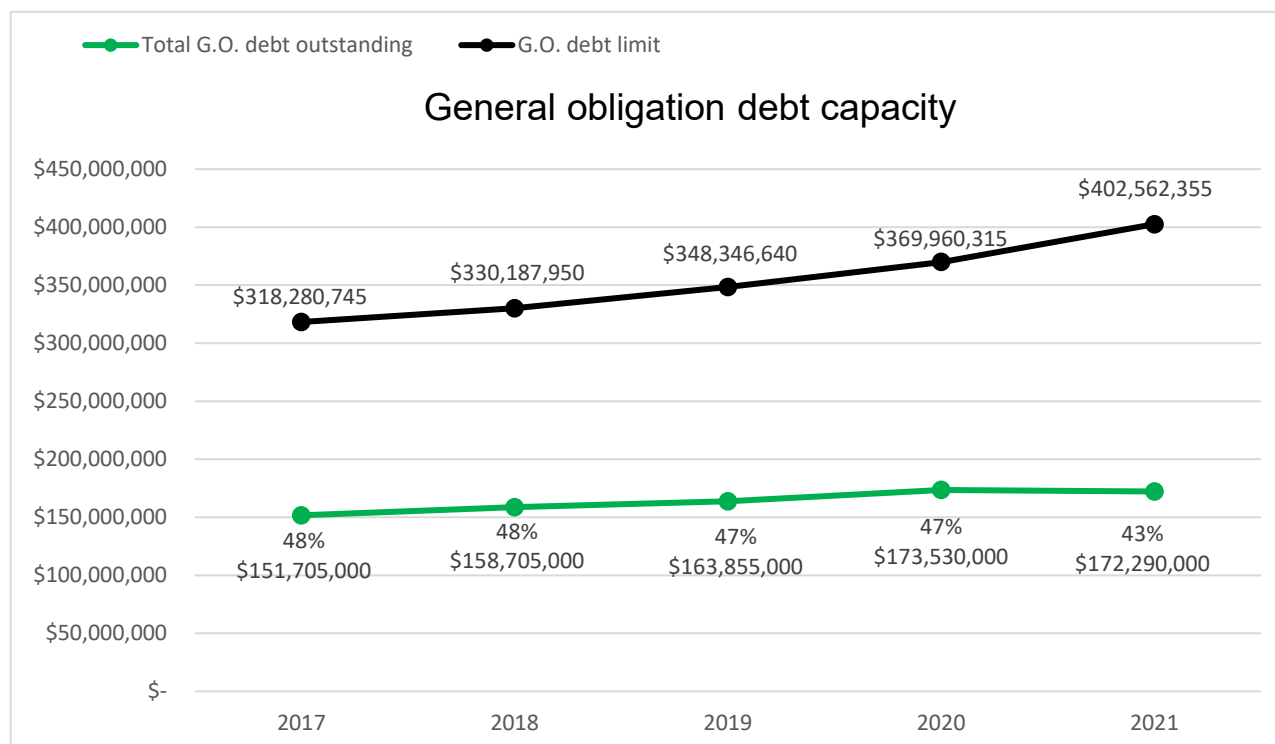
City of Green Bay

General obligation debt



Debt management:

Actual percentage of debt limit at 12/31/21: **43%**



Total debt outstanding by type at 12/31/2021

	General obligation	Revenue debt	Premiums	Total
City	\$ 172,290,000	\$ 47,096,000	\$ 8,512,977	\$ 227,898,977
Total	\$ 172,290,000	\$ 47,096,000	\$ 8,512,977	\$ 227,898,977

Comparative metrics available online through the Wisconsin Policy Forum.

<https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/>

General obligation debt per capita as of 12/31/2019 (latest information available) ranks the City of Green Bay as 202 out of 602 cities and villages in Wisconsin.

Of the 10 largest cities in Wisconsin, Green Bay ranks 8th in highest debt per capita. Of those municipalities, Green Bay ranks 7th in the highest used percentage of the state debt limit.

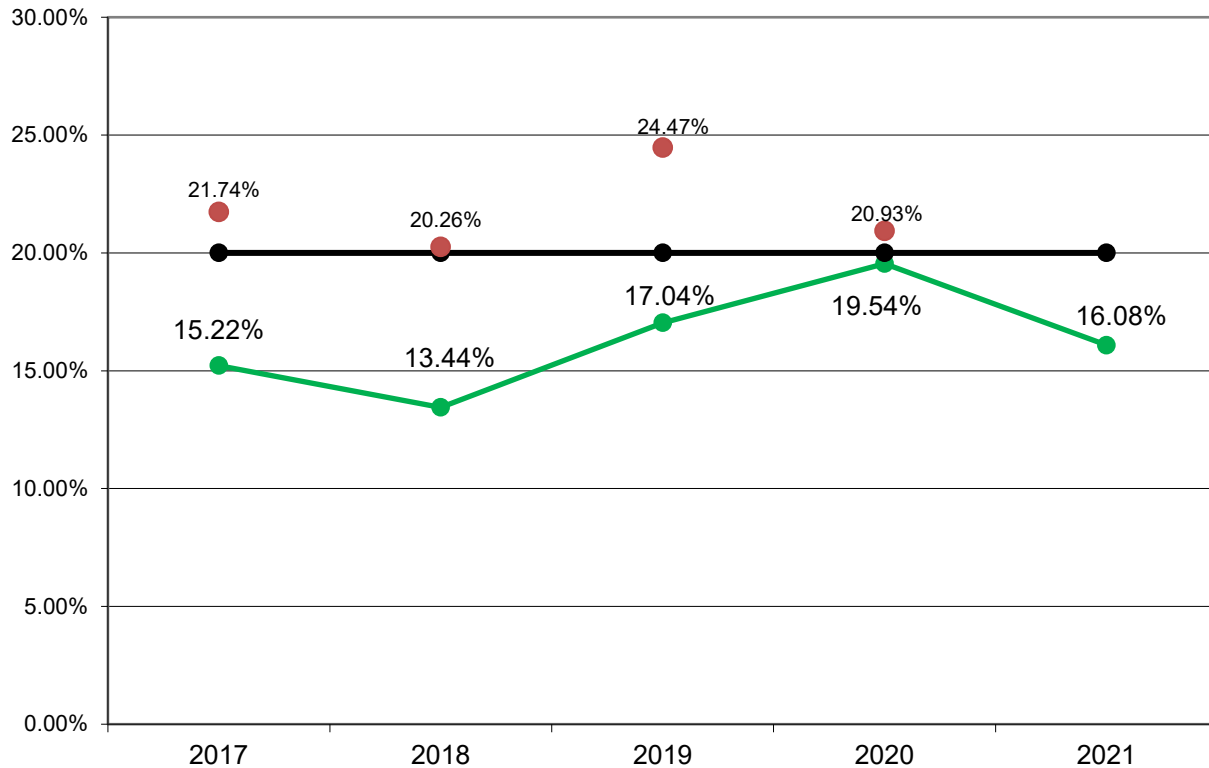
City of Green Bay

Governmental funds - debt service



City of Green Bay Reference - Median Bond Rating Agencies Recommendation

Debt service to non-capital expenditures



Current and prior year data

	<u>2021</u>	<u>2020</u>
Principal	\$ 18,896,000	\$ 24,071,000
Interest	<u>6,944,782</u>	<u>7,181,615</u>
Total	<u>\$ 25,840,782</u>	<u>\$ 31,252,615</u>
Non-capital expenditures	<u>\$ 160,671,287</u>	<u>\$ 159,914,861</u>

Other reference values

Bond Rating agencies recommend 20% maximum

Median reference value generated from 2017 - 2020 Baker Tilly municipal client data for population ranges of 30,000 to 150,000.

City of Green Bay

Other governmental funds



	<u>2021</u>	<u>2020</u>
Fund balance - other governmental funds		
Major Funds:		
Sanitary Sewer Special Revenue Fund	\$ 14,630,050	\$ 13,152,407
Unrestricted fund balance as a % of expenditures	<u>69%</u>	<u>63%</u>
COVID Grants Special Revenue Fund	\$ 10,965	\$ -
Assigned for public health and safety		
Debt Service - General	\$ 4,596,360	\$ 2,291,792
Restricted for debt service		
Nonmajor Funds:		
Storm Sewer Special Revenue Fund	\$ 8,333,878	\$ 8,010,172
Street Construction	4,221,971	4,081,086
Sanitary Sewer Construction	4,593,463	5,558,422
Park Acquisition	3,373,161	2,542,147
Storm Sewers Constuction	6,061,545	8,683,925
Fire Equipment Replacement	2,568,837	1,599,437
Sanitary Sewer Equipment Replacement	2,776,613	2,844,708
Storm Sewer Equipment Replacement	3,000,477	2,748,087
Bay Beach Development	2,836,503	3,395,672
KI Convention Center Maintenance	2,127,034	2,030,761
KI Convention Center	673,532	3,001,706
TIF District #12	3,862,875	1,926,723
TIF District #13	(1,942,962)	(3,024,709)
TIF District #14	(2,836,116)	(2,306,598)
TIF District #22	4,132,490	2,597,454
Other Special Revenue Funds	6,722,808	3,149,409
Other Capital Project Funds	<u>12,646,699</u>	<u>11,487,900</u>
Total fund balance - nonmajor funds	<u>\$ 63,152,808</u>	<u>\$ 58,326,302</u>

Net position - internal service funds

Health, Workers Compensation and Liability Self-Insurance	<u>\$ 2,476,202</u>	<u>\$ 1,443,678</u>
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City of Green Bay

Independent Auditors' Report



Unmodified opinion - financial statements are presented fairly in accordance with generally accepted accounting principles.

Management is responsible for the preparation and fair presentation of the financial statements as well as for the design, implementation and maintenance of internal controls.

Objective of the audit is to obtain reasonable assurance about whether the financial statements are free from material misstatement; reasonable assurance is a high level of assurance but not absolute.

In accordance with *Government Auditing Standards*, we have issued a separate report on our consideration of the City's internal control over financial reporting and our tests of compliance with laws, regulations, contracts and grant agreements.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # R.2

To approve ownership transfer of K9 Drago from the Green Bay Police Department to Wisconsin K9 Services LLC at no cost.

BACKGROUND

The transfer of ownership would be at no cost to: Wisconsin K9 Services LLC, De Pere, WI

The anticipated use would be as a single purpose narcotic detection K9 for corporate accounts the company has contracts with.

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

- I. K9 DRAGO TRANSFER AGREEMENT

GREEN BAY POLICE DEPARTMENT
K9 TRANSFER AGREEMENT

This K9 Transfer Agreement (Agreement) is dated _____, by and between the City of Green Bay, a municipal corporation (City) and Wisconsin K9 Services LLC, 1074 Wrightstown Rd, De Pere, WI 54115 (Wisconsin K9).

1. The City owns a Belgian Malinois/German Shepherd dog known as K9 Officer Drago (Drago).
2. The City is transferring ownership of Drago to Wisconsin K9 for use as a narcotic detection K9 for contracted services between Wisconsin K9 and its customers.
3. The City agrees to transfer ownership of Drago to Wisconsin K9 at no cost. The date on which the Wisconsin K9 takes possession of Drago is the Transfer Date under this Agreement.
4. After the Transfer Date, Drago is no longer a K9 Officer for the City and Wisconsin K9 assumes all responsibility as the owner and handler of Drago.
5. The City makes no promises concerning the physical or mental health of Drago. Wisconsin K9 is agreeing to take ownership of Drago as is. Wisconsin K9 shall be provided all medical records and information for Drago.
6. Wisconsin K9 understands that Drago has received training in police canine procedure and tactics. This training included attack training and other forms of aggressive conduct. Wisconsin K9 warrants that it is fully aware of Drago's training and is capable of safely handling Drago.
7. Wisconsin K9 warrants that it is fully aware of Drago's service history, including multiple bite incidents, and is capable of safely handling Drago.
8. Wisconsin K9, its owners, employees, customers, heirs, assigns, and the like, agree to hold harmless and release the City and its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs, including attorney fees, arising from the Wisconsin K9's ownership, possession, care, and use of Drago. Wisconsin K9 expressly agrees that this waiver and release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin.
9. Wisconsin K9 agrees to indemnify the City and its officers, officials, employees, and agents from all losses, including reasonable attorney fees, liabilities, and claims arising from or relating to any action of Drago after the Transfer Date.
10. It is agreed that nothing in this Agreement shall be construed as a waiver, replacement, or forfeiture of any legal rights and defenses available to the City.
11. This Agreement shall be governed by interpreted under Wisconsin laws.

GREEN BAY POLICE DEPARTMENT
K9 TRANSFER AGREEMENT

12. This Agreement constitutes the entire agreement of the Parties relating to the Drago. This Agreement supersedes and replaces all other written or oral agreements.
13. No Amendment of this Agreement will be effective unless it is in writing and signed by both parties.

Wisconsin K9

Date: _____

By:

Its:

City of Green Bay

Date: _____

Chris Davis, Chief, Green Bay Police Department

Date: _____

Eric Genrich, Mayor

Date: _____

Celestine Jeffreys

GREEN BAY POLICE DEPARTMENT
K9 TRANSFER AGREEMENT

Transfer Date: _____

Green Bay Police Department Representative

Wisconsin K9 Representative



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY**AGENDA ITEM # R.3**

To approve the purchase of twelve (12) Interceptor Power Bikes for GBMFD for the sum of \$65,503.40 from RECON Power Bikes.

BACKGROUND

Funding source: \$73,500 received during 2021 bonding.

RECOMMENDATION

Approve.

FISCAL IMPACT**ATTACHMENTS**

- I. 8-23-2022 Finance Agenda Report - FIRE Power Bikes



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: Finance Committee Procurement Manager
DT: August 23, 2022
RE: Purchasing Report
Cc: Diana Ellenbecker, Pam Manley

Report of the Procurement Manager:

1. Purchase of twelve (12) Interceptor Power Bikes along with accessories (see attached quote) for GBMFD for the sum of \$65,503.40 from RECON Power Bikes. We are purchasing off the U.S. General Services Administration (GSA) Cooperative, contract # 47QSWA19D005W which was competitively bid.

Account: 424400-55140-41198 Fire Equipment Replacement



QUOTATION

Quote Number: 4076
Quote Date: Aug 3, 2022
Page: 1



Quoted To:

Green Bay Metro Fire Department
501 S Washington Street
Green Bay, WI 54301

Attn: Asst. Chief Ryan Gibbons

Customer ID	Good Thru	Payment Terms
GBME001	9/2/22	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
12.00	BR-INTBLK1	Item: Interceptor Power Bike -Black / 1,000W Mid-Driven Motor, Law Enforcement Model/ 17"	3,895.00	46,740.00
12.00	S-VINYLBKIEWRAP	Item: Vinyl Bike Wrap - RED	185.00	2,220.00
12.00	AR-MPOWERKIT2	Item: SoundOff mPower 4x2 Light and Siren Kit, Dual Upfit/ (2) Front & Back Lights, Siren, Powered by Bike, Scene Lighting, 1,836 LM per Light (Red/Red/White)	679.00	8,148.00
12.00	AR-RACK BAG	Item: Rack Bag (Rear)	69.00	828.00
12.00	AR-PANBAGWTRPRF	Item: Waterproof Quick Release Pannier Bag , Dual	179.90	2,158.80
6.00	AR-BAT48V14AMP	Item: Battery (48 volt, 14 amp hour)	599.00	3,594.00
4.00	PR-TUBE4	Item: Tube (4 inches)	25.65	102.60
3.00	PR-MASTERLINKS	Item: Master Link (1 Set of 2 Links)	3.00	9.00
2.00	PR-DERAILEURHNGR	Item: Deraileur Hanger for Ranger and Commando Models	10.00	20.00
1.00	S-MAINTENANCETRAIN1	Onsite Maintenance & Service Training	495.00	495.00
12.00	S-ASSEMBLY-TESTING	Assembly, Testing and Delivery of Bikes (Per Bike)	99.00	1,188.00
GSA Contract #: 47QSWA19D005W Lead Time: 14-21 Days from date of Purchase Order received				

FOB: Fort Wayne, Indiana

Unless otherwise stated, freight charges are not included.
If you would like to place an order, please contact Becca Warren
admin@reconpowerbikes.com

Subtotal	65,503.40
Sales Tax	
TOTAL	65,503.40



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # R.4

To approve the obligation of funding for two ladder truck replacements at a cost of \$1,659,356 each for a total of \$3,318,712.

BACKGROUND

Ladder truck replacement T421 was on the 2022-2027 Capital Improvement Program list to be replaced in 2023 at a cost of \$1,345,000.

Ladder truck replacement T461 was on the 2022-2027 Capital Improvement Program list to be replaced in 2025 at a cost of \$1,454,000.

Pay for vehicles once received.

RECOMMENDATION

Approval to obligate funding and allow the department to order the replacement trucks.

FISCAL IMPACT

ATTACHMENTS

- I. Fire Ladder truck replacement request



Green Bay Metro Fire Department
501 South Washington Street
Green Bay, Wisconsin 54301-4218
www.greenbaywi.gov/fire

Phone 920.448.3280

David Litton
Fire Chief

Memorandum

To: Eric Genrich, Mayor
Joe Faulds, Chief of Operations
Diana Ellenbecker, Finance Director

From: David W. Litton, Fire Chief 

Date: July 21, 2022

Re: Ladder Truck Replacements (Truck 2 and Truck 6)

I've attached documentation from our shop mechanics and Battalion Chief Ray Fuiten as to the condition of our two frontline ladder trucks. Both apparatuses are facing serious rust issues with the frame rails and torque bolt issues in the turntables. This is an ongoing problem with the vehicles that we have purchased from Pierce Manufacturing.

These vehicles are scheduled to be replaced in 2023 and 2024 but I am requesting we move forward with the purchase immediately due to pending price increases and at this point, and a 2-year delivery timeframe. Any delay in the order will result in drastic price increases (9% plus) and anticipated delivery of the vehicles approaching 30 months.

Because of their condition, I'm concerned that they may fail their inspection at any point, which would result in the immediate loss of their use. This would cause a serious gap in our fire protection and place our citizens and fire personnel in a compromised position.



Proudly serving the communities of Allouez, Bellevue, and Green Bay

TRUCKS CORROSION OVERVIEW

Truck 421- Heavily corroded frame and cross members, suspension components also heavily corroded. Some rust abatement was performed by the shop to try to prolong the life of rig, but after 6 months the rust is already just as bad. By far the worst out of all the trucks, during aerial inspection last year the third-party inspector went to the point of saying, (I hope you are specking out a new rig soon!). Hard to say if the truck will make it to when the new rigs come if ordered soon. Rig should not be kept for spare.

Truck 461- Some Heavy corrosion on the frame and cross members, suspension components have some heavy corrosion. Truck 461 is not as bad as 421 but also needs replacement soon. Suggest this rig moves to spare status when replaced just because of ease of use being a platform and age of rig.

Truck 412- Some Minor corrosion, suggest rust abatement before it gets too bad to prolong the life of the rig. Overall rig is in good condition, will last as a spare for quite some time.

Truck 413- Some Minor corrosion, Truck is in good condition and will last as a spare a long time if needed.

E-One Truck Purchase for T2 and T6

Green Bay Metro Fire Department has identified a need to replace two trucks in its fleet, T421 and T461. In the capital replacement plan, aerials have a replacement cycle of 16 years. T421 is 12 years old and due for replacement in 2023 and T461 is also 12 years old and due for replacement in 2025. T421 has severe corrosion issues that have brought its service life expectancy as a front-line aerial to two more years and potentially not being utilized as a backup rig for us. T461 has the same corrosion problem but not yet as severe as T421. Its front-line life expectancy is approximately 3-4 more years. The corrosion issue is stemming from the harsh winters, salt and brine that is applied to the streets of Green Bay, Allouez and Bellevue. These conditions have crippled the chassis, design and lack of corrosion protection are also contributing to excessive corrosion of these Pierce Chassis. The need to replace these two aerials has become **high priority** based off the corrosion damage and fire apparatus industries drastic price increases with increasing delivery times due to a volatile market with supply chain issues. If both aerials are not replaced at the recommendation of the GBMFD, this will become a serious safety issue to our department members and citizens we serve.

The last three Engines Green Bay Metro Fire Department ordered were through E-One, E5 in 2018 and E3/E8 with a delivery of Spring of 2023. We also recently replaced our Hazmat rig and procured Squad 5 through E-One in 2020. E5 and Squad 5 are showing no signs of corrosion issues which is partly due to the design and corrosion protection applied to the chassis. E-one Chassis design is one piece of galvanized steel that is then powder coated to protect against the harsh winters of Wisconsin. Pierce chassis are designed as two C channels which have allowed the elements, salt and brine to corrode those chassis. Pierce will also only galvanize, or powder coat their chassis and not do both like E-One.

Staying with E-One for future purchases has great advantages to the City Green Bay and its taxpayers:

1. We are trying to maintain consistency among our fleet, this consistency has many advantages.
 - As we spec out the new aerials, a lot of the cab design, chassis, electrical programing, lighting and approximately 75 design codes will carry over into this aerial. This will bring the cost down by eliminating man hours of design and engineering on E-Ones side. This cost saving will role into future purchases by maintaining a consistent fleet going forward.
 - Our department shop will be able to stock parts for one type of apparatus style. Being able to buy oil filters, fuel filters air filters, etc. in bulk for one style of rig.
 - Familiarization of rigs will allow our mechanics to focus on one type of rig, cutting down on man hours spent maintaining our rigs.
 - This also allows identical equipment placement and familiarization of the rigs among our firefighters. This is extremely important with ensuring safe and consistent driving and operation of the rigs in both emergent and non-emergent situations.
 - E-One chassis design for their aerials also integrates the torque box into their chassis, this means no more torque bolts! T2 and T6 both have a chronic problem of sheering torque bolts from the torque box. This leads to our front-line aerials being out of service for extended periods of time.

2. Why the rush in buying 2 trucks?

- Frontline - T2 will last maybe 2 more years and T6 maybe 3-4 more years.
- Build times are at 24 months minimum if approved by the end of September 2022. These build times go to 30 months at the end of 2022 and 30+ months in 2023.
- Cost increases of 6-9% are expected by the end of September 2022 it may be sooner with the Federal Rate increase expected of at least 1% soon.
- If we purchase both trucks, we have a discount through E-One of about \$40,000/truck for a total of \$80,000.
- If we order the trucks before the price increase projected at the end of September, we will save \$148,000/truck for a total of \$296,000.
- Consistency in this specification with the prior purchased will also yield a discount and will be determined further into the specification process.
- Approximate cost of one truck September 2022 - \$1,650,000: end of 2022 – \$1,798,000: 2023 - \$2,000,000+
- **Total cost savings if approved prior to September 2022 of \$377,000**
- **Total Revenue with sale of T413 is \$60,000+**

3. Deferred Capital Fleet Purchases in 2022/2023

- Van411 \$52,884
- CH401 \$49,754
- CH402 \$49,754
- CH403 \$49,754
- BC411 \$93,018
- BC431 \$93,018
- Total: \$388,182 deferred capital purchases

Green Bay Metro Fire Department
E-ONE HP100 Aerial Platform 2022

Purchase Date:

	Sept	End of 2022	2023
Build Time	25 months	30 months	30+
Price	\$1,650,000	\$1,798,000	\$2,000,000+
Price Increases	6-9% / EA	Unknown	Unknown

Cost Savings if ordered by Sept.

Order 2 discount	Order before Sept.	T413 Sale
\$80,000	\$148,000/truck	

Total Savings

Total Revenues

\$377,000	\$60,000+
-----------	-----------

Upcoming Cost Savings: Cab, Chassis, Electrical Programming, Lighting, 75 carry over design codes from E5 and Squad 5. these will be reflected into the savings closer to spec completion. This is accomplished by consistency throughout our fleet with E-ONE

Upcoming Impacts:

Possible 1% Fed Rate increase can accelerate the Price Increases
 Proposed changes to NFPA impacting Emmissions will invoke a price increase.

Current Fleet Status

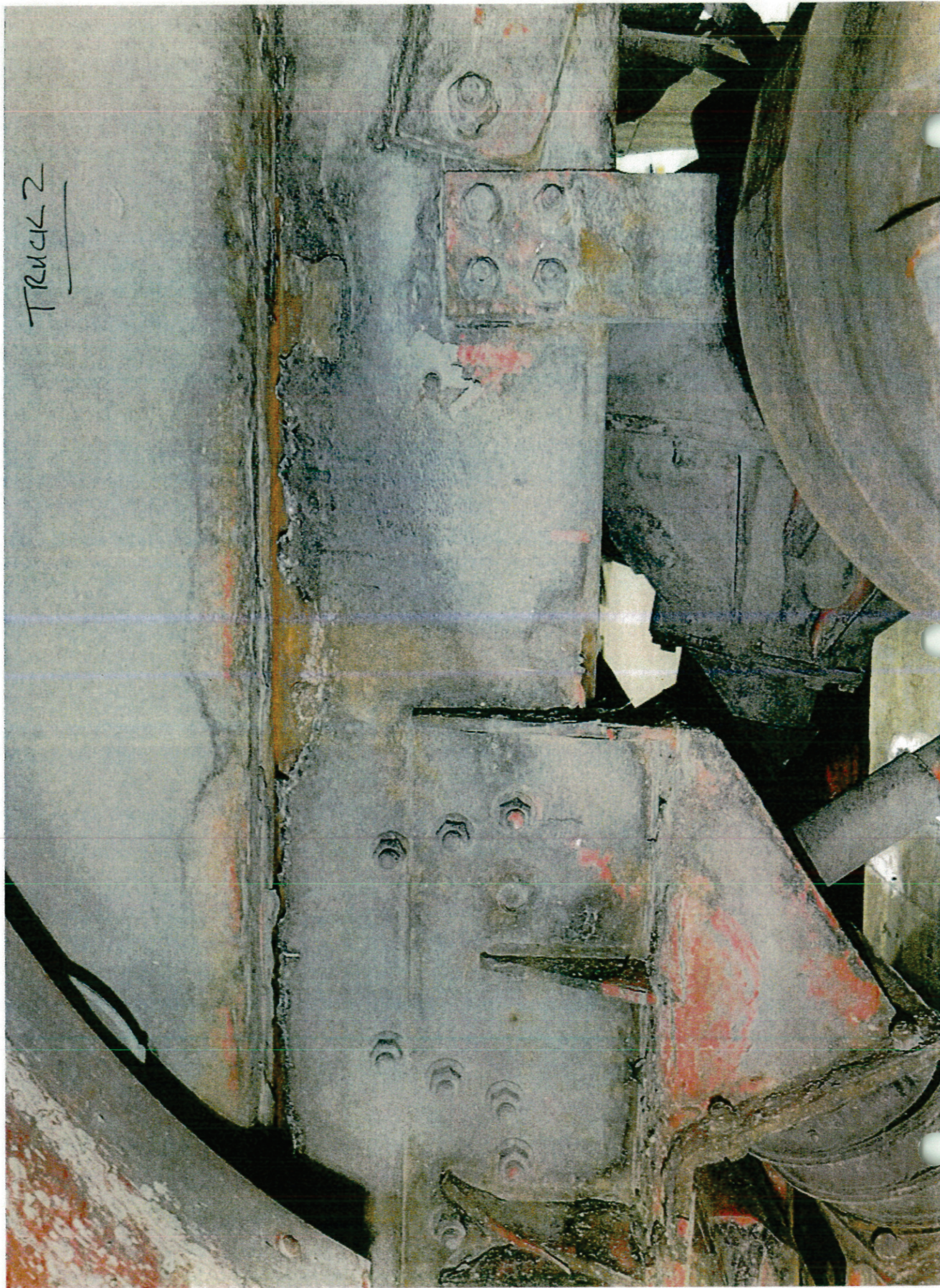
	T421	T461	T412	T413
Front line	Maybe 2 yrs	3-4 Years	N/A	N/A
Reserve	0	?	5+yrs	
Maintains Consistency lowering cost				Sell upon delivery new trucks

- Buying E1's has not piece
 - Order in fall 2022 -
 borrow 2024 -
 Receive end of 2024 / early 2025

TRUCK 2

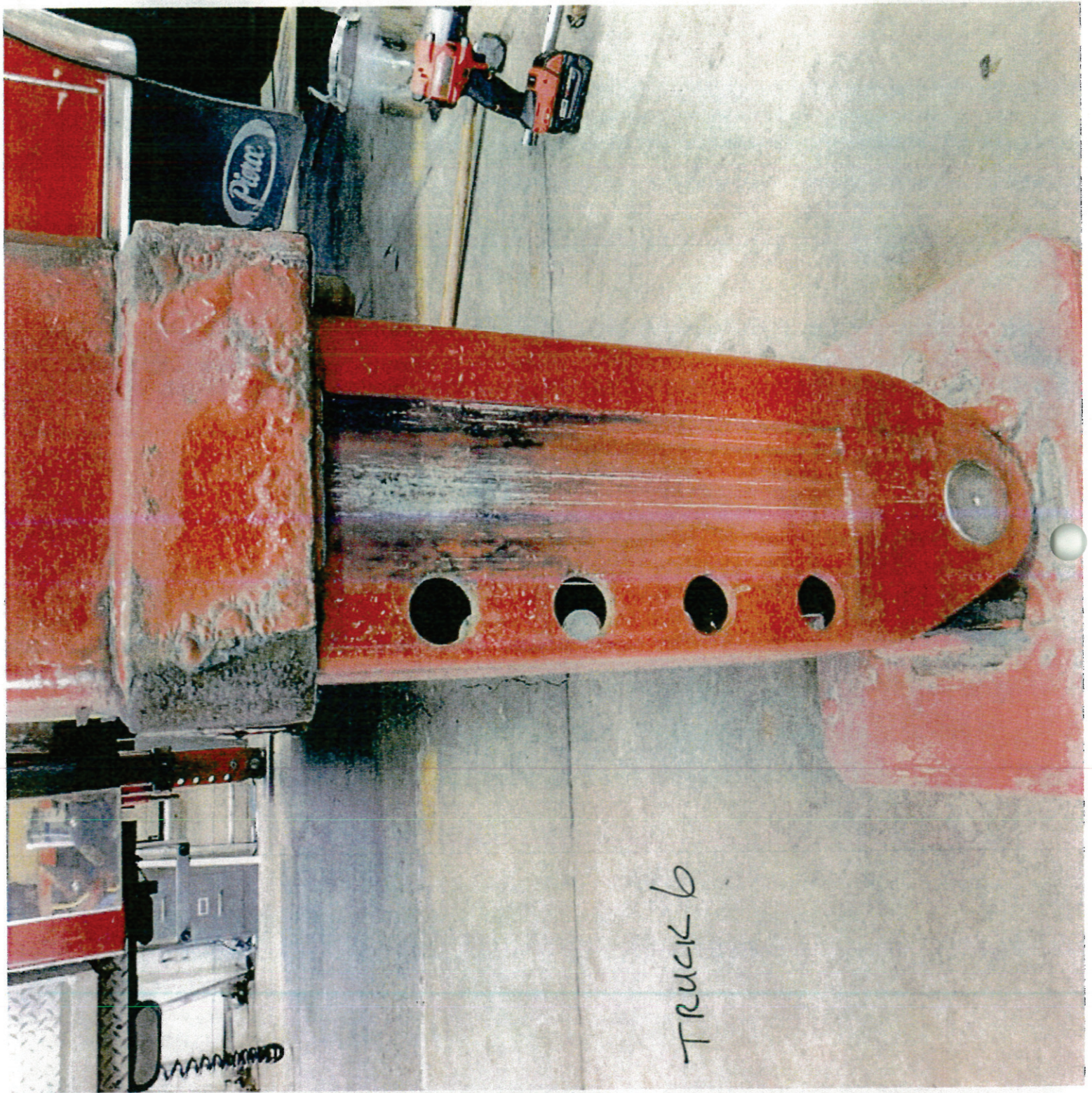


TRUCK 2



Truck 2





Truck

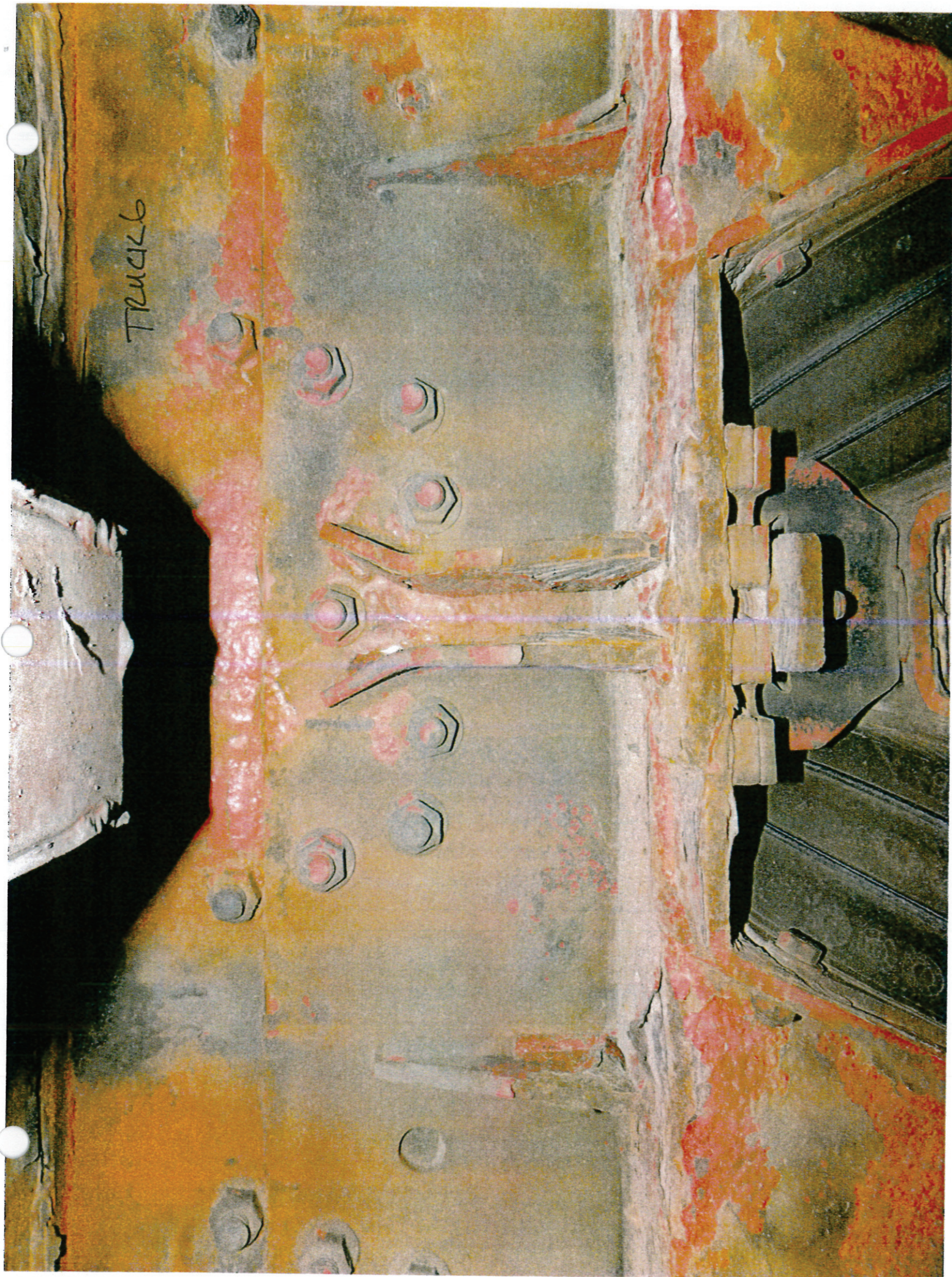
Truck 6



Truck 6



TRUCK 6





Emergency Vehicle Sales

Green Bay Metro Fire Department
501 S Washington St.
Green Bay, WI 54301

August 17, 2022

Chief Litton,

Fire Service, Inc. is proposing one (1) new E-ONE HP100 Heavy Duty Aerial Platform built on a Typhoon Cab/Chassis. In this proposal you will find the specifications (Q117378) the proposed vehicle was built to.

Also included with this proposal is:

- Delivery to Green Bay Metro FD
- Graphics/lettering \$7,000 budget
- Cab Medical Cabinet \$5,000 allowance
- Body Compartment Tray/Shelf \$9,000 allowance
- Ground Ladder & Pike Pole package outlined in the component list
- Loose Equipment and mounting called out in the attached "Dealer Furnished List"
- Pre-build, Mid-point, and Final inspection trips (4 people) to Ocala, FL
- Factory provided training in Green Bay, WI
- Performance Bond

*Allowance dollars to be used to finalize design and content at pre-build. Any unused Allowance dollars will be deducted from the final invoice when the truck is completed.

Quantity: One (1) unit

Sourcewell Cooperative Price: \$1,710,344.00

Price with 100% pre-payment discount: \$1,651,172.00

Quantity: Two (2) or more identical units

Sourcewell Cooperative Price per vehicle: \$1,659,356.00

Price with 100% pre-payment discount: \$1,600,555.00

*Interest Credits are based on today's rates provided by the manufacturer and are subject to change

**Pre-payments are due within 5 business days after order is placed to receive full discount

Taxes:	If Applicable. Customer responsible for all taxes
Freight:	F.O.B. – Fire Service Inc., Lake Mills, WI (Dealership location)
Terms:	Net Due upon Completion and Shipment from REV Manufacturing Facility via Wire Transfer, Corporate or Bank Check
Delivery:	Approx. 780 days from receipt of approved drawings and build sheet
Training:	Three consecutive days of factory training provided at the customer's location

*105 S. Industrial Dr.
Lake Mills, WI 53551*

920-945-0166: Office Phone
920-945-0366: Office Fax

Website: www.fireserviceinc.com
Toll Free: 800-578-4281



Emergency Vehicle Sales

Pricing and terms quoted within this proposal are good until September 28, 2022.

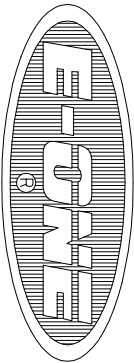
When the upcoming price increase and supplier/fuel/labor surcharges are factored in, this same truck is projected to cost **\$1,825,250.00** after September 28th.

Respectfully,
William J Himstedt
Director of Sales – WI Territory
Fire Service, Inc.

*105 S. Industrial Dr.
Lake Mills, WI 53551*

*920-945-0166: Office Phone
920-945-0366: Office Fax*

*Website: www.fireserviceinc.com
Toll Free: 800-578-4281*



GREEN BAY METRO F.D. GREEN BAY, WI

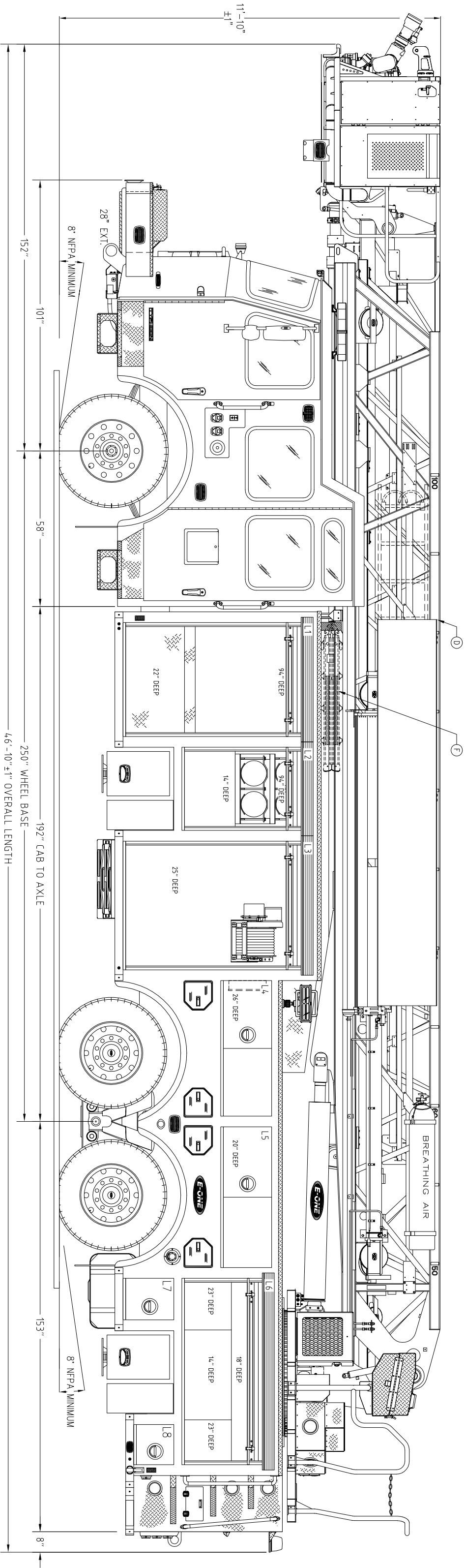
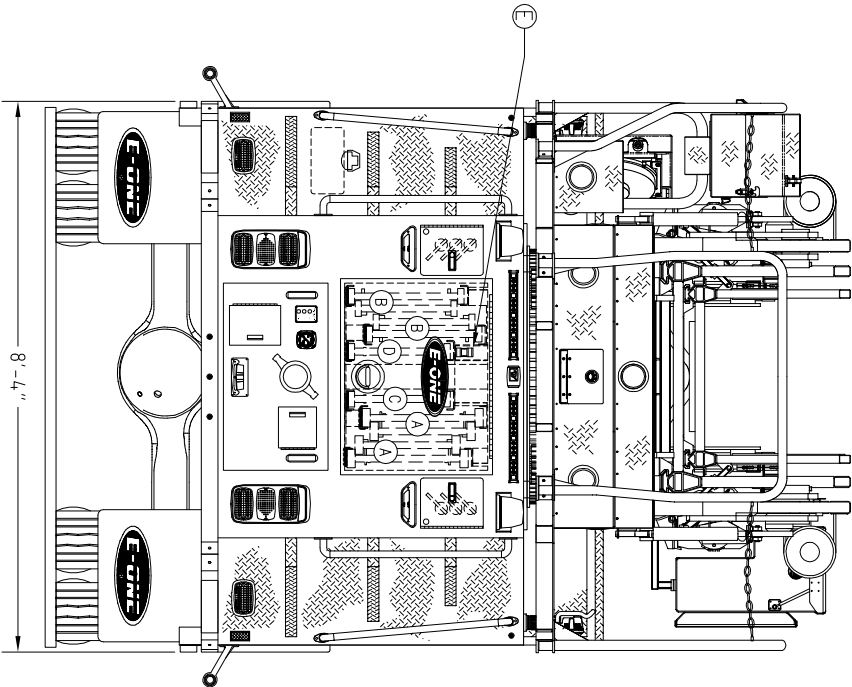
QUOTE 117378

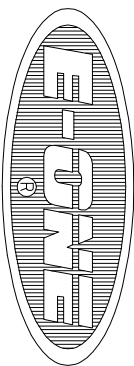
AERIAL BODY W/ SIDE STACKER HOSEBED
E-ONE TYPHOON CHASSIS
HP100 AERIAL

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE
SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

This print is the property of E-ONE, Inc. and is loaned to you
subject to return on demand, unless otherwise agreed to in writing by
E-ONE, Inc. Its contents are confidential and must not be
copied or submitted to third parties for use or examination.

COMP.T.	OPENING	INTERIOR DIMENSION				
L1/R1	40W	60H	42W 42W	46H 22H	94D 22D	UPPER LOWER
L2/R2	29W	38H	31W 31W	28H 19H	26D 14D	UPPER LOWER
L3/R3	46W	60H	48W	69H	NOTED	
L4/R4	50W	18H	50W	18H	26D	
L5/R5	52W	18H	52W	18H	20D	
L6/R6	67W	23H	69W 69W	6H 17H	18D NOTE D	UPPER LOWER
L7/R7	15W	18H	15W	18H	23D	
L8/R8	12W	14H	12W	14H	23D	
GROUND LADDERS						
ITEM	LADDER LENGTH	MODEL NUMBER	QTY			
A	35' 2-SECT.	PEL-35	2			
B	24' 2-SECT.	PEL-24	2			
C	20' ROOF	PRL-20	1			
D	16' ROOF	PRL-16	2			
E	10' FOLDING	FL-10	1			
F	LITTLE GIANT	MODEL 17	1			
			ONE ON AERIAL			



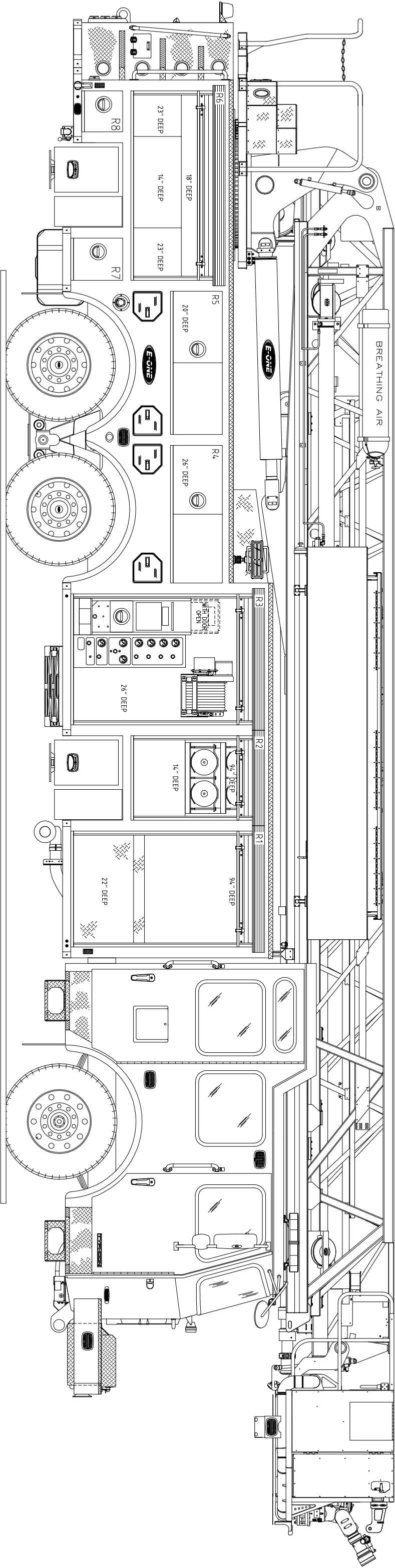
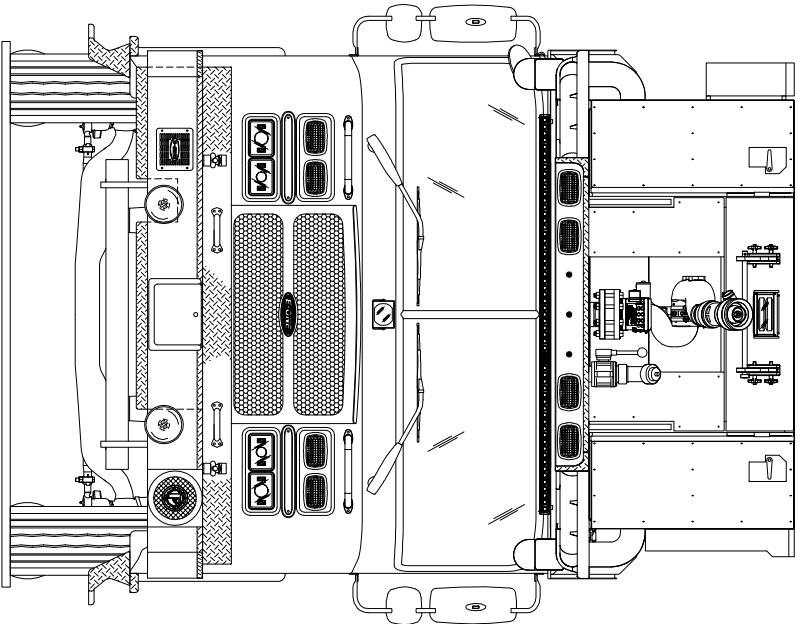


GREEN BAY METRO F.D. GREEN BAY, WI

QUOTE 117378
AERIAL BODY W/ SIDE STACKER HOSEBED
E-ONE TYPHOON CHASSIS
HP100 AERIAL

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Dealer furnished list E-ONE Platform Project

- 4 Fire Vulcan LED lights w/12VDC Direct Wire Chargers
- Installation of four (4) Fire Vulcan Lights
- 2.5" ABC Extinguisher w/Bracket
- One (1) David Clark Interface cable #C3821-RD1
- Installation of one (1) David Clark Interface cable
- Cummins Insight Light Software
- Installation of one (1) customer furnished radio and two (2) speakers.
Antenna installed by E-ONE
- One (1) air inlet connector for E-ONE option #1110-0201
- Provide and ship Sierra 6001129 antenna to E-ONE to install/mount



Fire Apparatus Quotation for: GREEN BAY METRO FIRE DEPT



Quotation Number: 117378 Rev: 67

Unit Description: AERM-TYPN-100P

Quote Description: Aerial, Rear Mount, Aluminum, Typhoon, HP 100 Platform

Salesperson: BHIMSTEDT

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0053	Gates Green Stripe hose IPOS (silicone hose) shall be used for coolant applications throughout the cab and chassis, where available.	1	
BUMPERS			
1160-0016	28" Front Bumper Gravel Shield Extension.	1	
1160-0021	Number plate, removable size to fit between air horns on front bumper. Spaced out from face of bumper so plate can be removed. Number plate and brackets to be painted job color.	1	
1160-0222	3/16" diamond plate Front Bumper Gravel Shield for heavy duty bumper. Includes 1" turn down around perimeter of HD bumper and over Q2B or speaker notch if applicable.	1	
1160-0258	Front frame extensions to be drop style IPOS. No tow eyes unless otherwise specified.	1	
1160-0289	Front bumper gravel shield made from embossed diamond plate IPOS. Includes tray lids if equipped.	1	
1160-0345	Heavy duty, formed, 10" front bumper with full wrap around. Corners to be tapered for an 8.5" wide mounting area. Includes support wings for outboard sides (as applicable). To be painted as specified.	1	

Salescode	Extended Description	Qty	
BUMPERS			
1160-0347-198	Bumper to have a 5.625" deep x 10.5" wide notch for recessed mechanical siren. Location: driver's side	1	
BUMPER TRAYS			
1150-0329	Raised diamond plate lid with dual chrome grab handles, rubber hood latches and gas shocks. The lid shall be full width (as applicable based on outboard options) and high enough to accomodate reels, rescue tools and equipment as applicable per customer specific requirements.	1	
1150-0411	Bumper tray with floor/bottom slotted to allow drainage (no slats) extending 2/3 from officer's side of the bumper to center as applicable based on outboard options. Includes notched frame extensions to provide as much depth directly above the extensions as possible based on options.. Both trays to be 12" deep.	1	
FRAME ASSEMBLY			
1250-0078	Zinc flame spray coating for integral torque box chassis.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
1250-0098	Frame - Torque box for HP 100 platform (100KSI).	1	
AXLE OPTIONS			
1025-0023	Meritor RT-50-160 rear tandem axle 54,000 lb. capacity.	1	
1025-0027	Driver controlled rear differential.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
1025-0030	Stemco oil seal front axle. Chicago Rawhide seal with Stemco sight glass will be supplied when front disc brakes are selected.	1	
1025-0158	Stemco sight glass guards.	1	
1025-0171	Dana D-2200W 24,000 lb. front axle. Includes maintenance free bushings. For use with disc brakes only.	1	
SUSPENSIONS			
1070-0015	Ridewell Dynalastic rear suspension (48-54K) rated equal to the capacity of the axles.	1	
WHEEL OPTIONS			
1050-0001	Alcoa aluminum wheels for front axle (2).	1	
1050-0005	Alcoa aluminum wheels for rear axles (8).	1	
1050-0123	Front axle wheel trim kit - black (for use with Dura-Black wheels). Includes stainless steel lug nut covers, trim ring and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
	seals.		
1050-0125	Rear axle (tandem) wheel trim kit - black (for use with Dura-Black wheels). Includes stainless steel lug nut covers, trim ring and center cap with E-ONE logo.	1	
1050-0126	Alcoa front wheels (2) to be Dura-black IPOS finish (w/o center cap). Available with 941/943 and MFS axle up to 21.5K, DANA up to 24K and Reyco IFS. Cannot be used with 445 tires due to max rim width of 12.5".	1	
1050-0128	Alcoa wheels (8) for tandem rear axle to be Dura-black IPOS finish (w/o center cap).	1	
TIRE OPTIONS			
1060-0043	Two Michelin 425 tires model XZY3 for front axle.	1	
1060-0085	Eight Michelin 12R rear tires with Mud and Snow XDS tread	1	
1060-0113	Intermittent service tire rating.	1	
1060-0145	PressurePro tire pressure monitoring system for tandem rear axle units. Includes display through multiplex system in cab and programming display kit (programming display kit shipped loose).	1	
1060-0189	Tire balancing beads for front and tandem rear axle(s) tires.	1	
BRAKE SYSTEMS			
1100-0004	Meritor EX225H 17" disc brakes for rear axles, maximum capacity 54,000 lbs.	1	
1100-0007	Parking brake release mounted center of the engine cover.	1	
1100-0008	Brake system air 6X4/6X6.	1	
1100-0023	Stainless steel park brake release guard.	1	
1100-0026	G4 Electronic Stability Control (6x4), Includes RSC and ATC. Not available on 6x6 or commercial chassis.	1	
1100-0031	Dana/Bendix ADB22X 17" disc brakes for front axle.	1	
1100-0059	Stainless steel u-bolt design park brake release guard.	1	
1100-0069-3RK	The parking brake shall be located: engine cover, offset towards driver IPOS.	1	
AIR SYSTEM OPTIONS			
1110-0000-179	Inlet for air system. Location: outside driver's door next to handrail.	1	
1110-0003	Air dryer System Saver 1200.	1	
1110-0004	Air tank drains w/pull cords.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns Hadley e-tone recessed in bumper (PR).	1	

Salescode	Extended Description	Qty	
AIR SYSTEM OPTIONS			
1110-0027	Isolated air tank. Includes pressure protection valve.	1	
1110-0043	Auxiliary air tank to be plumbed to the following optional accessories (if equipped): Chassis air horns, brake system air outlet, air reel, light tower, air primer, air operated devices and or customer/dealer installed pneumatic add-on(s).	1	
1110-0096	Stainless steel mounting straps for air tank.	4	
1110-0201	Inlet for air system to be an ARO type "B".	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0021	TranSynd, Shell Spirax S6ATF A295, or equivalent synthetic transmission fluid for EVS4000 series.	1	
1200-0096	Electronic speed limiting set at 60 MPH. Note: Axle gear ratio will be as low as possible while allowing for 60 MPH top speed to improve acceleration.	1	
1200-0422	Eng/Trans Cummins X12 500HP with EVS4000 transmission. 2021 EPA Compliant.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
EXHAUST OPTIONS			
1225-0008	Wrap exhaust with heat tape from the turbo down to the flex pipe. Inspect after install for tears in material. Wrap outside with wire mesh to ensure material remains affixed.	1	
1225-0024	Plymovent Grabber magnetic exhaust end. Bolt-on for exhaust extraction system.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Typhoon, Cyclone and Quest chassis. For use with 2010 - 2021 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0001	Dual fuel fill package. Additional fuel fill provided on officer side of unit.	1	
1350-0022	Fuel line hose rubber.	1	
1350-0037	Fuel system w/65 gallon stainless steel tank.	1	
ALTERNATOR			

Salescode	Extended Description	Qty	
ALTERNATOR			
1700-0012	Alternator Niehoff 430 amp (430 Amp SAE/380 NFPA rating). Available on Cummins ISX12 / X12 only.	1	
BATTERIES			
1400-0032	Battery five group 31 1000 CCA (two left / three right). For use with below cab DEF tank only.	1	
1400-0061	Stainless steel picture frame hold down battery brackets and all prevalent hardware. Allows for batteries to be serviced without removing cover.	1	
1400-0099	Stainless steel battery trays and stainless steel covers. Trays and covers to be made of 3/16" thick material. Includes stainless steel quick release type latches.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0007	Drivelines 1810. Required on 1550 lb/ft torque or greater engines. N/A with EVS3000 transmission.	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0017	Hot shift PTO.	1	
1680-0188	Aerial hydraulics installed on bottom port of EVS4000/4500 transmission (to allow for flat rear cab floor).	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
1680-0376	Steel tow/lift bar located below front of cab mounted to chassis frame, galvanized and painted black to match the frame and extensions.	1	
CAB MODEL			
1520-0219	Typhoon medium cab with radial wipers (58" CA).	1	
CAB ROOF TYPE			
1615-0023	Cab roof to have 12" high split raised rear section with full length center waterway trough. Inboard vertical surfaces tapered outward for use with HP100 Platform.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0083	All cab exterior entry doors to have CH751 keyed locks.	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0160	Cab door locks - electric. Includes (2) remote key fobs, barrel style key lock on exterior of each door and manual interior lock on each door.	1	
1550-0179-000-J7	Red/Fluorescent Yellow Green Reflexite V98 chevron "A" stripe on lower cab door panel approx 18" high. Stainless steel/painted door panels only. E-ONE cabs only.	1	
1550-0180	Cab door panels stainless steel. Includes upper and lower panels with seam below handrail.	1	
1550-0194	Cab door window trim mechanically fastened in place of standard.	1	
1550-0285	Driver and officer door windows to be power actuated with HD regulators. Switches to be located at center dash. For use with new Typhoon and 100" wide Cyclone cabs.	1	
1550-0286	Rear crew cab door windows to be power actuated with HD regulators. Switches to be located on each door with add'l switches accesible by driver. For use with new Typhoon and 100" wide Cyclone cabs.	1	
1550-0287	Cab doors to be barrier style. For use with new Typhoon cab and 100" wide Cyclone only.	1	
1550-0377	All cab doors shall have exterior pull style handles with integral key lock (glass reinforced nylon).	1	
CAB STEP OPTIONS			
1640-0045-158	Step below cab door. Open back style with angled corners. Located driver's front door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-159	Step below cab door. Open back style with angled corners. Located officer's front door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-160	Step below cab door. Open back style with angled corners. Located driver side rear door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-161	Step below cab door. Open back style with angled corners. Located officer side rear door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0047	Lower steps to extend 3.5" past cab. For use with legacy Typhoon / Cyclone with barrier style doors and 2019 Typhoon / 100" wide Cyclone with barrier style or extended doors.	1	
MIRRORS			
1670-0038	Lang Mekra mirrors w/LED marker lights and turn signals. Door mounted west coast style with convex, remote control and heat.	1	
1670-0059	Retrac Mirror stainless steel 10" 3-arm convex above officer side cab brow, 3 piece adjustable telescoping arm. Head #604953, Arm assy#604671	1	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	

Salescode	Extended Description	Qty	
MISC EXTERIOR CAB OPTIONS			
1550-0033	Windows cab side fixed officer's side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0214	Rubber fenderettes in place of standard fender.	1	
1675-0229	Pair of one piece knurled stainless steel 18" handrails located just behind driver and officer front door one each side.	1	
1675-0269	Pair of one piece knurled stainless steel 18" handrails located just behind driver and officer rear door one each side.	1	
1675-0272	Fluid capacity tag to include fluid brand.	1	
1675-0289	Mounting plate for battery charger receptacle, indicator and air inlet (if applicable). Plate to be removable aluminum smooth plate painted job color (two-tone if applicable).	1	
1675-0296	Fluid capacity tag to include filter model numbers for engine oil, transmission, fuel, air, hydraulic, A/C capacity, and coolant. Tire front/rear size and pressure to be included on tag. Include engine belt number(s) and engine serial number on plate.	1	
1675-0451	Handrails one piece knurled stainless steel 12" pair, located on the front face of cab, driver and officer side just below the wipers and above the headlight/warning lights. Aid for ascending bumper. Requires 1160-0289 embossed diamond plate upgrade for extended bumper (embossed not required if coated with LINE-X / Scorpion). This option is only for use with Typhoon and 100" wide Cyclone cabs with radial wipers.	1	
1675-0476-053	Removable number plate with mounting brackets. Locate driver side rear crew cab door. Plate to be painted job color. Lettering and/or graphics not included.	1	
1675-0476-054	Removable number plate with mounting brackets. Locate officer side rear crew cab door. Plate to be painted job color. Lettering and/or graphics not included.	1	
1685-0705	Coat hook(s), stainless steel Brey-Krause VS-1030-BS, shall be provided on the cab. Location: mounted with the upper mount of the cab handrail. (EA) For one piece hand rails only.	4	
HVAC			
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and Cyclone with severe duty dash)	1	
1515-0099	Air conditioning with radiator mounted condenser for use with Cummins L9 and X12 engine. Includes reduced profile evaporator w/powder coated cover and electronic controls.	1	

Salescode	Extended Description	Qty	
HVAC			
1685-0057	Heaters cab rear with covers (PR), and front heater with heat to the feet for the driver and officer.	1	
SEATS			
1510-0203-147	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: officer's seat.	1	
1510-0203-148	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing driver's side.	1	
1510-0203-215	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing officer's side.	1	
1510-0301	Seats, Valor brand.	1	
1510-0302	Seat cover material Valor Tech XD (previously identified as Cordura).	1	
1510-0308	Rear facing USSC Valor ABTS seat with SCBA driver's side.	1	
1510-0309	Rear facing USSC Valor ABTS seat with SCBA officer's side.	1	
1510-0340	Officer seat USSC Valor ABTS fixed SCBA.	1	
1510-0474	Driver seat USSC Valor P1A air ride ABTS.	1	
1510-0543	Seat color gray with red stitching.	1	
1685-0031	Seating capacity tag of four occupants.	1	
MEDICAL CABINETS			
1535-0202	Cab medical/storage cabinet(s) finish to be Zolatone gray. Includes interior/exterior of cabinet and shelves/trays if equipped.	1	
1535-1113	Rear cab wall riser mounted medical cabinet with side access. Cabinet to be full height x 40" wide x 20" deep with 3 adjustable shelves. Includes 24" riser under cabinet with side openings as large as possible with 1" lip on bottom of openings. Black cargo net covers shall be provided over all 4 openings.	1	
MAP BOXES			
1540-0013	All map boxes in the cab to be painted Zolatone gray.	1	
1540-0175	Map box suspended with drop down door. 34"W x 6"H x 13.5"D. Includes full width shelf and vertical divider creating 4 separate storage spaces. Map box to be mounted on an angle to allow the rear edge to be supported by the engine cover.	1	
MISC INTERIOR CAB OPTIONS			
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0008	Control lanyard Y type for air horns.	1	
1685-0112	Integrated Roll Sensor (IRS) for RollTek air bag system.	1	

Salescode	Extended Description	Qty	
MISC INTERIOR CAB OPTIONS			
1685-0113	Integrated roll sensor slave module for RollTek air bag system.	1	
1685-0115	Integrated Belt Pretensioner (IBP) for RollTek air bag system.	4	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0239	Cab floor to be overlayed with 1/8" embossed aluminum diamond plate; front and rear. Single piece with no gaps around perimeter and silicone all seams as in around seat bases/cabinets.	1	
1685-0285	Cup holder / tray for engine cover painted to match cab interior. Approx 14" wide x 10" long with tapered front corners and cup holders at each rear corner. For use in Typhoon and CII with severe duty engine cover.	1	
1685-0291	4Front air bag system with steering wheel bag, driver knee bag and officer knee bag. Requires RollTek option.	1	
1685-0365	Air ride seat pull down (S4) for RollTek air bag system.	1	
1685-0366	Side Rollover Airbag (SRA) for RollTek air bag system.	4	
1685-0446	Severe duty overhead console. Includes driver, center and officer overhead ahead of air conditioning plenum. Center overhead includes siren mounting locations. Overhead to match cab interior.	1	
1685-0532	Stepped profile rear engine cover.	1	
1685-0645	KNOX-BOX KeySecure model KS5-KSM-200K1. Includes E-ONE installed battery hot 12v power supply. Location: TBD by customer. Requires dept to purchase software package from KNOX-BOX (if they do not already have it).	1	
1685-0669	Severe duty dash package with low profile center section. Cast alum construction. Includes smooth plate alum lower kick panels; all painted to match cab interior.	1	
1685-0692	Cab insulation package. Includes insulation for ceiling, front wall, rear wall, side walls, below seat risers and in doors.	1	
1685-0780	Hand grabs at front door entry points to be shortened IPO standard for mounting 8 in. wind shield fans to severe duty overhead console on T-19 and C-20 cabs.	1	
1685-0891	Cab interior padding to be gray.	1	
CAB ELECTRICAL OPTIONS			
1750-0010	Radio speakers additional pair. Locate each side rear cab ceiling.	1	
1750-0015-034	Windshield fans 8" pair. Location: front cab corners.	1	
1750-0031	Switch horn button two position DOT/Q2B.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0059-179-02	Receptacle inlet 20 amp with a Red cover. Location: outside driver's door next to handrail.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0059-179-04	Receptacle inlet 20 amp with a Yellow cover. Location: outside driver's door next to handrail.	1	
1750-0071-585	Mount customer supplied antenna on cab roof. Location: driver side forward with coaxial cable terminating at the center of the dash board. Note: New antenna with original packaging only, used antenna not acceptable.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	2	
1750-0072-593	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: officer side dash.	2	
1750-0073-585	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: driver side forward with coaxial cable terminating at the center of the dash board.	1	
1750-0073-586	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: driver side rearward with coaxial cable terminating at the center of the dash board.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0166	ATC override switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0199-762	Air compressor to be located behind officer's seat.	1	
1750-0265	Speedometer for officer side multiplex display.	1	
1750-0267	Battery charger Kussmaul 4000, 45 amp with air compressor.	1	
1750-0423-2GB	Programming instructions for auxiliary switch 1 on steering wheel switch pod. Switch function: driver side 12V cab/body flood light(s).	1	
1750-0424-09X	Programming instructions for auxiliary switch 2 on steering wheel switch pod. Switch function: Front brow light(s). (Requires relay option if lights are not 12v).	1	
1750-0425-2GA	Programming instructions for auxiliary switch 3 on steering wheel switch pod. Switch function: officer side 12V cab/body flood light(s).	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0450	Steering wheel with switch pods IPOS. Includes wiper functions, master warning sw, air horn sw, aux brake on/off and (3) aux switches. Required with Typhoon and Cyclone equipped with 4Front and all Quest. (Requires seperate programming options to activate aux switches)	1	
1750-0482	Control push-button switch officer switch panel for Q2B siren.	1	
1750-0483	Control push-button switch on officer's switch panel for Q2B siren brake.	1	
1750-0663	JW Speaker LED cab headlights. Model 8800 Evolution 2, heated.	1	
1750-0768	TecNiq D07 LED cab door step area lighting. Includes (2) lights at each door area. Lights to be switched with door ajar.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0796	Turn signal TecNiq LED strip (PR) with clear lense and polished alum housing located between quad headlight bezels (New Typhoon and 100" wide Cyclone only).	1	
1750-0815-846	Radio Aptiv model PP105221 heavy duty AM/FM/Weatherband with Bluetooth, aux input, and USB port. Located center overhead console offset to driver side. Includes speakers adjacent to driver and officer seats and remote Bluetooth microphone P6604240.	1	
1750-0934	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. Red light wired through door and light assembly switch. White light through light assembly switch. Lights to have black bezels.	1	
1750-0952	Customer supplied cable. Route customer supplied cable (must be new cable, used cables will not be accepted) leaving a service loop at each end. Terminating locations, cable type, and service loop size to be as specified by Sales. Quantity is per cable to be installed.	1	
1750-0963	Kussmaul E-ONE style LED battery charger display. Mount adjacent to the shoreline receptacle, IPOS.	1	
AERIAL BODY			
3060-0012	Body aerial HP100 Platform without pump (192" C/A) (250" WB medium cab / 260" WB long cab). Includes extended height front side compartments, combined rear side compartments, dual 18" wide rear side staircases with pocket style drop down step and 34" wide ladder tunnel.	1	
AERIAL BODY MODIFIERS			
3065-0007	Body modification - Driver and officer side rear of body to have 45 degree corner steps IPO standard turntable access.	1	
3065-0009	Body modification - Raise the rear perimeter aft of rear jack legs 4" for improved angle of departure. Reduces height of rear side compartments and may eliminate the small lower storage area with combined rear side compartment option.	1	
3065-0033	Body modification - Modify compartment to create a transverse storage area above the forward outriggers. This modification affects compartment dimensions in specs. See layout for compartment dimensions.	1	
3065-0034	Body modification - Modify upper deck to create a hinged access door to the transverse compartment.	1	
BODY COMPT REAR			
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
	facilitate rear body striping.		
AERIAL BODY OPTIONS			
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1	
3310-0070	Rear ladder tunnel door with 1/4-turn D-ring latch. Lift-up door to open 20 degrees past horizontal (degrees may be reduced due to other options). Door will match rear body finish.	1	
3310-0075	Upper dunnage area extension 34 x 58 diamond plate.	1	
3310-0096	Doors for rear master and jack control controls. Doors will match rear body finish.	1	
3310-0226	Jack leg opening covers smooth plate painted job color (4) sets. Includes painted plate outrigger covers and fixed painted plate filler panels. HM100/HR100/110 requires surface mount warning lights.	1	
3310-0312	Auxiliary jack pad 28X28 (4) with 20 degree formed handle. Includes (2) double mounting brackets.	1	
DOORS			
3300-0195-003	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):L1.	1	
3300-0195-004	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):L2.	1	
3300-0195-005	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):L3.	1	
3300-0195-015	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):R1.	1	
3300-0195-016	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):R2.	1	
3300-0195-017	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):R3.	1	
3300-0197-008	Door roll up short (up to 45") with painted finish Amdor. Location(s): L6.	1	
3300-0197-020	Door roll up short (up to 45") with painted finish Amdor. Location(s): R6.	1	
3300-0289-006	Door double vertical hinged w/rotary latches - painted . Location(s): L4 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-007	Door double vertical hinged w/rotary latches - painted . Location(s): L5 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-018	Door double vertical hinged w/rotary latches - painted . Location(s): R4 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-019	Door double vertical hinged w/rotary latches - painted . Location(s): R5 Includes latch handle extension installed on secondary door's interior latch with "PULL"	1	

Salescode	Extended Description	Qty	
DOORS			
	tags using .125 plate.		
3300-0310-003	Drip pan for a Amdor roll-up door (EA). Location(s): L1.	1	
3300-0310-004	Drip pan for a Amdor roll-up door (EA). Location(s): L2.	1	
3300-0310-005	Drip pan for a Amdor roll-up door (EA). Location(s): L3.	1	
3300-0310-008	Drip pan for a Amdor roll-up door (EA). Location(s): L6.	1	
3300-0310-015	Drip pan for a Amdor roll-up door (EA). Location(s): R1.	1	
3300-0310-016	Drip pan for a Amdor roll-up door (EA). Location(s): R2.	1	
3300-0310-017	Drip pan for a Amdor roll-up door (EA). Location(s): R3.	1	
3300-0310-020	Drip pan for a Amdor roll-up door (EA). Location(s): R6.	1	
3300-0353-009	Door single vertical hinged painted (small). For use on openings up to 450 sq in only. Location(s): L7	1	
3300-0353-021	Door single vertical hinged painted (small). For use on openings up to 450 sq in only. Location(s): R7	1	
3300-0353-022	Door single vertical hinged painted (small). For use on openings up to 450 sq in only. Location(s): R8	1	
3300-0368	Pull-down bungee type straps for full height and high side roll-up door(s) on body / pump module. For use with ROM and AMDOR doors only.	1	
SHELVES			
3370-0245	Permanent fixed shelf. Aluminum or stainless steel body applications. Location:	8	TBD
3370-0247	Tracks for adjustable shelf and/or adjustable tray in a compartment. Location:	14	Each compt
TRAYS / TOOLBOARDS			
3380-0498	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location:	4	TBD
LADDER STORAGE / RACKS			
3340-0111-701	Horizontal ladder bracket. Location and type of ladder: over L1 for Little Giant model 17.	1	
3365-0076-5SH	Center mounted ladder tunnel for HP100 and HPS100 Platforms. Note: 1" aerial raise required with 30' and larger 3-section ladder in tunnel. Rack to hold: (2)PEL-35, (2)PEL-24, PRL-20, PRL-16 and FL-10 (with rubber block feet and no handles).	1	
HANDRAILS / STEPS			
3330-0340	Handrail upgrade for pump enclosure (as applicable) and rear body handrails (excludes chrome grab handles if equipped) replaced with Brey-Krause Mfg. Co. one piece knurled SS IPOS.	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0059	Recessed fuel fills for dual fuel fill application, (1) each side in rear wheel wells.	1	
3340-0090-000-13	Turtle Tile Brand Black Floor Matting covering all applicable Compartment Floors, Shelves, and Rollout Trays. Does not include roof top compartments (Added separately)	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0282-O42	Cab tilt switch and manual jack to be located: right side forward jack leg compartment low behind door in access panel (tilt sw low on frt wall).	1	
3340-0478	Insulation shall be installed behind and / or below the body to protect the compartment(s) from excessive exhaust system heat.	1	
3340-0895	Smooth plate tandem axle wheel well painted job color. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes. Wheel well plates to be flush mounted.	1	
3340-1648	Anodized aluminum trim on bottom edge of all body compartment openings including pump enclosure if applicable with painted edges.	1	
3340-1719	Rubrails constructed of 3" x 2" Black U.H.M.W. polyethylene bolted to the lower exterior edge of the apparatus. Includes pump module sides, body sides and rear body/tailboard as applicable. Rubrails shall be mitered 45 degrees at leading and trailing end and notched for lighting and other rubrail mounted options. Includes strip of embossed diamond plate on top surface of rubrail in stepping areas (finish to match stepping surface).	1	
3340-2403	Louvered vent filters. All compartments with have removable dust filters provided for the vents.	1	
CASCADE SYSTEM/FILL STATIONS			
3315-0053-651	4-Bottle DOT 6000 PSI breathing air cascade system with air panel, bottle rack and all associated air lines, valves and gauges. Rack and bottles to be located floor of L2/R2 transverse.	1	
3315-0055-017	SpaceSaver M2792M two (2) bottle vertical fill station. Fill station to be located in R3.	1	
SCBA BOTTLE STORAGE			
3320-0009	SCBA Bottle Storage. (8) Cast Product SCBA bottle storage with gasketed doors. (4) each side in rear wheel well area.	1	
3320-0100	Strap, loop style to retain SCBA bottle(s). Locate one per bottle in each exterior body storage compartment.	1	
ELECTRICAL SYSTEMS			
5010-0039	V-MUX Electrical system for aerals.	1	

Salescode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-168	Vista IV display for V-MUX electrical system. Location: officer's side engine cover.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0506-000-4T	Front light bar LED color: RED with CLEAR lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0512	Cab light bar layout per customer specific requirements.	1	
5300-0515	Whelen MKEZ7 1.5" standard mount for mini front light bars (4).	1	
5300-0686	Light bar Whelen Mini-Freedom IV model F4RB 23" with 4 Rota-beams and 1 LED module (PR). For use on rear mount platforms with supplemental upper level Zone A warning lights. Locate one each side front cab corners side facing.	1	
WARNING LIGHTS			
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
5600-0251	GTT/3M Opticom GPS vehicle system kit. Includes antenna, radio and control unit. Wired through park brake. Includes High Priority Radio/GPS control. Requires GPS traffic light receivers (customer installed) or 794H Opticom.	1	
5600-0286-463	Warning light Whelen M6RC series Super LED (PR) red with clear lens. Location: (1) each side in front quad inboard of NFPA warning light.	1	
5600-0286-464	Warning light Whelen M6RC series Super LED (PR) red with clear lens. Location: (1) each side of cab down low just ahead of rear doors.	1	
5600-0306-189	Opticom Emitter GTT 794H. LED emitter and control only. Location and activation: front of cab above grille.	1	
5600-0575-479-4T	Whelen Super LED ROTA-BEAM beacon (PR) model R416 Series RED with CLEAR lenses domes. Location rear upper body on aerial style brackets.	1	
5600-0787-3RH-4U	Warning light Whelen M2W Wide Angle Super LED warning lights (PR). Surface mounted w/chrome flanges (if applicable). Location: (1) each side NFPA/ULC required lower zone rear side facing, color will be RED with RED lenses.	1	
5600-0938-170-03	Hazard (door ajar) light Tomar Micorlert LED. Color Blue. Location: center overhead.	1	
5600-0948-3RE-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side NFPA/ULC required lower zone front facing.	1	
5600-0948-3RF-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side NFPA/ULC required lower zone forward side facing.	1	

Salescode	Extended Description	Qty	
WARNING LIGHTS			
5600-0948-3RG-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side NFPA/ULC required lower zone midship side facing.	1	
5600-0948-3RI-4U	Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side NFPA/ULC required lower zone rear facing.	1	
DIRECTIONAL LIGHT BARS			
5310-0020-847	Directional light bar control is to be located center overhead console offset to officer side.	1	
5310-0116	Whelen split traffic advisor model TAM83S2 LED - (2) 14" long, with clear lenses.	1	
SIRENS			
5500-0010-209	Federal Q2B siren - flush mounted in bumper. Location: driver side front bumper. Requires activation switch.	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
5500-0103	Whelen model 295SL101 siren with plug-in microphone.	1	
SPEAKERS			
5510-0054-211	Whelen SA315P electronic siren speaker mounted behind front bumper cut-out with an E-ONE grille. Location: officer side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0068	Marker lights Britax LED amber/red rubber housed mounted on the rear body corners angled down.	1	
5150-0080-462	Weldon auxiliary turn signal model 9186-8580 LED (PR). Location: (1) each side in center of rear tandem wheel well.	1	
5150-0233	Marker light package cab / body LED. Body lights to be .75" Dia TecNiq for custom cab with rear mount aerial platform bodies only. Includes (3) TecNiq marker lights on front of platform.	1	
5150-0299-5WC	Front (if applicable) and rear turn signal flash pattern: populated arrow.	1	
5150-0303	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, turn and back-up lights with vertical 3 light housing and weatherproof connectors. Requires turn signal flash pattern.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0286	Step light package body TecNiq T440 4" LED - large.	1	
5380-0309	Compartment light package Hansen LED for large bodies. Includes one light per compartment (two if transverse).	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0315	Compartment light Hansen white LED for medical cabinet (EA).	2	
5380-0323	The auxiliary steps below the cab doors and/or below pump module/body (if applicable) to have EON LED lights to illuminate the stepping surface and ground below (IPO lights indicated in the main ground light package).	1	
5380-0325	EON LED ladder tunnel light (EA).	2	
5380-0336	Ground light package Amdor Luma-Bar H2O 20" (as applicable) LED - large.	1	
5380-0404-003	Additional LumaBar H2O 20" LED ground light (EA). Location: Below L1.	1	
5380-0404-008	Additional LumaBar H2O 20" LED ground light (EA). Location: Below L6.	1	
5380-0404-015	Additional LumaBar H2O 20" LED ground light (EA). Location: Below R1.	1	
5380-0404-020	Additional LumaBar H2O 20" LED ground light (EA). Location: Below R6.	1	
5380-0404-0BB	Additional LumaBar H2O 20" LED ground light (EA). Location: Below centered below tailboard.	1	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0087-397	Whelen M6 Linear Super LED scene lights (PR). Switched in cab (lights mtd on the sides of apparatus to be switched separately). Locate (1) each side of cab, rearward of forward doors, up high.	1	
5390-0413-457	Whelen PELCB LED scene lights (PR). Switch in cab (driver and officer side lights switched separately). Locate (1) each side of body rear facing up high.	1	
LIGHTS - NON-WARNING			
5400-0224	Engine compartment light Optronics LED Series ILL22 (EA).	1	
CONTROLS / SWITCHES			
1750-0034-1FS	Switch, additional 12 volt/15 amp. Location and function: L1 up high on forward wall up high for cab door locks.	1	
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0001-5N6	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: officer rear of body for rear work lights.	1	
5100-0001-5N8	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: guarded rocker on officer side of cabinet up as high as possible near front corner for both interior compt lights.	1	
5100-0001-5N9	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: guarded rocker on driver side of	1	

Salescode	Extended Description	Qty	
CONTROLS / SWITCHES			
	cabinet up as high as possible near front corner for both interior compt lights.		
5100-0036-116	Additional programming instructions: FireTech light(s) to be only switched off/on, not typical spot, flood and scene as applicable.	1	
5100-0036-2TV	Additional programming instructions: traffic advisor wired to flash mode when master warning is on and park brake released, and resume normal operation when park break has been applied.	1	
5100-0036-4V1	Additional programming instructions: auxiliary brake to return to previous on/off state when apparatus is powered up. For units equipped with smart steering wheel.	1	
5100-0036-Q51	Additional programming instructions: red cab dome lights wired through doors and white wired through switch, IPOS.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with multiplex display(s) only.	1	
CAMERAS / INTERCOM			
5350-0156	FRC ACT 2-way aerial intercom.	1	
5350-0182	Safety Vision officer's side camera SV-622RS w/ SV-512 cable. Requires Safety Vision back-up camera option. Camera to be located on front cab corner (approx 31" bottom of camera to bottom of cab) interlocked with right turn signal. Camera only - does not include monitor.	1	
5350-0183	Safety Vision driver's side camera SV-622LS w/ SV-512 cable. Requires Safety Vision back-up camera option. Camera to be located on front cab corner (approx 31" bottom of camera to bottom of cab) interlocked with left turn signal. Camera only - does not include monitor.	1	
5350-0192	Safety Vision back-up camera wired through multiplex display. Video displays automatically when transmission is in reverse. Camera only - does not include monitor.	1	
5350-0402	David Clark intercom model 3800 system. Includes four (4) plug in modules, two (2) Push-to-Talk switches and headset hangers within the cab. Headsets are not included and ordered separately (misc loose equip). {Radio interface cables are not included as part of the intercom package. Dealer/customer to provide/install at time of radio installation.}	1	
5350-0419	Rosco dual vision HD camera system model DV440. Interior mounted at the front windshield.	1	
MISC ELECTRICAL			
5110-0004	Alternating flasher for headlights. Not available on Ford chassis.	1	
5110-0112	Back up alarm Preco model 1040, self-adjustable 87-112 dB.	1	

Salescode	Extended Description	Qty	
MISC ELECTRICAL			
5110-0219-339	Blue Sea 12V power distribution module model 5032. Location: center of dash.	1	
5110-0219-663	Blue Sea 12V power distribution module model 5032. Location: L1 high on forward wall.	1	
5110-0219-762	Blue Sea 12V power distribution module model 5032. Location: behind officer's seat.	1	
5110-0219-765	Blue Sea 12V power distribution module model 5032. Location: center rear wall of center rear medical compartment up high.	1	
5110-0301-339	12 volt 6 gauge lead wired through master power (24" long) with ground wire. Location: center of dash.	1	
GENERATOR			
5250-0125-128	Generator Harrison 10KW LPG hydraulic. Includes generator control/PTO engage switch and a gauge panel located adjacent to breaker box. Generator location: officer side of open storage area.	1	
GENERATOR TEST			
5255-0000	Testing - Line voltage power source (generator / inverter) on units without pump. (3rd Party)	1	
BREAKER BOXES			
5200-0008-G73	Breaker box 16 place single phase. Includes main breaker. Locate L4 forward wall.	1	
LIGHTS - AREA			
5450-0321	FireTech 75" 12V brow light with integrated marker lights and black housing. Includes switch accessible to driver. Replaces front brow marker lights. Requires special bracket 5450-0340 on aerials with waterway trough. Not available on aerials with deep trough.	1	
5450-0340	Extended brow light brackets for use with FireTech front brow light with standard cab trough.	1	
5450-0626-707	Light Whelen 12V Pioneer Plus flood LED model PFH2PB powder coated black with PBAPEDD pedestal mount. Includes switch in cab (driver and officer side facing lights switched separately). Location(s): above forward area of L4.	1	
5450-0626-708	Light Whelen 12V Pioneer Plus flood LED model PFH2PB powder coated black with PBAPEDD pedestal mount. Includes switch in cab (driver and officer side facing lights switched separately). Location(s): above forward area of R4.	1	
RECEPTACLES			
5470-0004-3N9	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: rear wall of center rear	1	

Salescode	Extended Description	Qty	
RECEPTACLES			
	medical compartment up high.		
5470-0004-4S6	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: as specified. C/A to note in Baan specific locations per customer specification.	4	
5470-0004-546	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: In cab officer side on 3 x 3 post rear facing just above engine cover (or seat riser if in a Hush).	1	
5470-0004-B12	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: rear wall of center rear medical compartment down low.	1	
5470-0017-4S6	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate. Location: as specified. C/A to note in Baan specific locations per customer specification.	4	
5470-0043	Engraved color coded metal tags to identify all interior and exterior electrical outlets, attached with adhesive and stainless steel rivets. Tags to indicate power source, output amperage, voltage and phase (as applicable).	1	
ELECTRIC CORD REELS			
5130-0003-904	Cord reel electric with 200' of 10/4 black cable. Location: L3 upper backwall offset rearward	1	
5130-0004-758	Cord reel electric with 200' of 10/4 yellow cable. Location R3 upper backwall offset forward	1	
5130-0015-758	Junction box Circle-D with two (2) 15 amp straight blade and two (2) 20 amp twist lock receptacles. Located on cord for reel in or on R3 upper backwall offset forward	1	
5130-0015-904	Junction box Circle-D with two (2) 15 amp straight blade and two (2) 20 amp twist lock receptacles. Located on cord for reel in or on L3 upper backwall offset rearward	1	
5130-0024-392	Electric cord reel rewind switch. Switch located on wall near cord reel.	2	
5130-0028	Rollers, captive for cord reel mounted on reel. {May include a bracket (as required)}	2	
AERIAL MODEL			
6100-0112	Turntable extension on right side of aerial. Includes additional handrail. For use on aerials with fabricated turntable only.	1	
6100-0117	Platform HP100 with -10 degree travel and fabricated SideStacker style turntable. Includes left side console, turntable mansaver bars and jack leg flood lights.	1	
6100-0118	Short jack upgrade for HP 100 Platform. Includes additional lift cylinders at each end of crisscross under-slung jacks. Requires unique body sides with larger jack	1	

Salescode	Extended Description	Qty	
AERIAL MODEL			
	leg openings.		
AERIAL HYDRAULIC SYSTEM OPTIONS			
6150-0003-218	Gauge aerial hydraulic oil level. Electronic display to be located next to aerial master panel.	1	
6150-0015	Aerial hydraulic pump to have drive through provision. For use with up to 12kw Harrison, 10kw Smartpower and 15kw Onan.	1	
AERIAL CONTROLS			
6850-0012	Hinged cover for platform control console. Swirl finish smooth plate with gas spring hold-open.	1	
6850-0022	Turntable handrails to have chains IPO Mansaver bars.	1	
6850-0043	Diamond plate turntable console mounted to tube style pedestal mount. Includes side hinged diamond plate cover with hinge on outboard side. Includes modified left side turntable handrail. (95-platform and HP/HPS100 Platform only)	1	
6850-0065	Advanced Aerial Control System - Platform. Includes two lever controls w/palm rests, 7" color display at turntable and platform, additional tethered remote control in platform, body protection, cradle assist, monitor stow / deploy and cradle alignment lt.	1	
6850-0081	Platform leveling system with assist to allow adjustment of platform pivot angle from cab. Includes two switches, one with multi-color light accessible by driver to indicate platform is in alignment with ladder and a second switch for platform level assist.	1	
MONITORS			
6300-0017	Monitor painted silver from OEM.	1	
6300-0122	Monitor Akron StreamMaster II electric with SabreMaster nozzle 1250GPM for platform. Includes tip controls, base controls and a butterfly valve. Monitor to have multiple flow ratings based on aerial model and monitor position.	1	
WATERWAY OPTIONS			
6350-0005	Rear 4" NST waterway inlet for rear mounted aerials. Includes chrome cap.	1	
6350-0012-192	Akron 2.5" valve for platform. Valve to be located at the front of platform next to monitor.	1	
6350-0014	2.5" chrome elbow with 2.5" x 1.5" reducer and 1.5" cap for platform / ladder discharge valve.	1	
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1	

Salescode	Extended Description	Qty	
AERIAL WARNING LIGHTS			
6550-0032	Whelen M6 Super LED red warning lights (4). Located down low across front of platform wired to upper level lights.	1	
6550-0033-224-4U	Whelen M6 Super LED RED with RED lenses warning lights on platform (PR). The lights shall be switched with aerial master and located on each side on on the side of the ground pad brackets.	1	
6550-0096	Outrigger warning lights (4) LED. Whelen M6V2R Super LED.	1	
AERIAL LIGHTING			
6560-0041	Whelen LED model PFBP12C at base (PR).	1	
6560-0084-000-03	Ladder climbing lights Luma-Bar Pathfinder LED strip for 95-Platform and HP100 Platform (one side). Color: Blue.	1	
6560-0248-237	Light Whelen Pioneer Plus flood 12V model PFH1B with bail mount platform mounted powder coated black. Includes hardwired switch on platform console. Location(s): center front of platform.	1	
MISC AERIAL ELECTRICAL			
6570-0015	110V/20A twist lock receptacle at tip.	1	
BREATHING AIR			
6400-0001	Breathing air platform with (2) 444CF cylinders. Includes low air alarm.	1	
6400-0011	Breathing air outlets additional in platform (PR).	1	
AERIAL EQUIPMENT			
6500-0001-221	Hose box for 50' of 2.5" DJ hose left side of platform.	1	
6500-0145	Lifting eye / tie-off package for HP100 Platform. Includes lifting eyes each side (ahead of mainrail) at tip of base and a tie-off point on each turntable trunnion.	1	
AERIAL LADDER BRACKETS			
6600-0002-250	Roof ladder bracket J style mount. Locate outside base section for a PRL-16 on left side of base section. Available on HP75/78, HP100, and HP95. Requires engineering review and approval on HP75 with split raised roof.	1	
6600-0009	Parapet roof ladder bracket for platform. For use with Alcolite and Duo Safety roof ladders (not included). Available on HP100 Platform, HP95MM Platform and 95-Platform with angle corners.	1	
SIGN PLATES			
6750-0033	Aerial sign plate / Stokes basket storage box pkg. Includes 22 x 144 sign plate (PR) on left & right side of base and a storage box for Ferno Washington Model 71 stokes basket. Includes outboard hinged lift-up lid with (2)push button	1	

Salescode	Extended Description	Qty	
SIGN PLATES			
	latches, recessed finger pulls, partition to section off stokes basket storage area with remaining area for miscellaneous storage, gas shock hold open & notch to clear extension system components. Locate stokes basket storage box on right side of base inside of sign plate. Does not include lettering. Color to be specified by customer.		
AERIAL TESTING			
6900-0000	Aerial flow test - 3rd party.	1	
6900-0007	Aerial 2016 NFPA Certification.	1	
HAND TOOLS			
7600-0101	Pike Pole 12 Ft. Firehooks Unlimited APH-12 pole.	2	
7600-0124	8 Ft. Firehooks Unlimited New York Roof Hook (RH-8) with Fiberglass pole and chisel end.	2	
7600-0125	6 Ft. Firehooks Unlimited New York Roof Hook (RH-6) with Fiberglass pole and chisel end.	2	
GROUND LADDERS			
7800-0010	Alco-Lite PRL-16' roof ladder.	2	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	2	
7800-0024	Alco-Lite PEL-35' extension ladder.	2	
7800-0038	Alco-Lite PRL-20' roof ladder.	1	
7800-0078	Alco-Lite FL-10, 10' folding ladder without shoes and handles.	1	
7800-0121	Little Giant model 17 Defender ladder.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks folding 44" NFPA compliant, pair (PR) of Zico SAC-44-E. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
7900-0316	David Clark wired headset. One (1) model H3442 behind the head, dual ear headset (intercom ordered separately).	2	
7900-0360	David Clark wired headset. One (1) model H3441 behind-the-head, single-ear, slotted dome headset (intercom ordered separately).	2	
EXTERIOR PAINT			
8100-0064	Cab paint break - standard with dip to grille. Break is 31.5" inches below the drip rail on Typhoon, legacy Cyclone and 100" wide Cyclone cabs w/o 4" front raised	1	

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
	roof.		
8100-0087	Paint Sample Spray Out - Dealer is responsible for returning written approval prior to order release. Two-tone cab color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-7W	Paint E-ONE chassis cab - Sikkens paint (non-metallic color). Color: As Specified.	1	
8100-0177-000-7W	Paint cab Sikkens two-tone (non-metallic color). Upper area of cab to be painted As Specified.	1	
8100-0183-000-7W	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint (non-metallic color). Color: As Specified.	1	
8100-0222	Paint roll up door header plate(s) job color for all painted roll-up doors.	1	
8100-0396	Undercoating E-ONE. To be applied after customer final inspection.	1	
8100-0429-000-7W	Paint lift cylinders, extension cylinders and upper turntable steelwork (does not apply to TT deck) (non-metallic color). Color: As Specified.	1	
8100-0533	Paint all roll up door header plate(s) screws job color.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0001	NFPA required reflective striping to be dealer/customer applied.	1	
8300-0273-000-J7	Chevron "A" style 6" Reflexite V98 striping on front bumper. Colors to be Red/Fluorescent Yellow Green.	1	
8300-0274-000-J7	Chevron "A" style 6" Reflexite V98 striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Red/Fluorescent Yellow Green.	1	
8300-0281-000-J7	Chevron "A" style 6" Reflexite V98 striping on outriggers. Striping to alternate in an "A" pattern when viewed from the front or rear of the truck. Colors to be: Red/Fluorescent Yellow Green.	1	
8300-0338	Paint break Scotchlite cab stripe - 3/4" wide with customer specified color. To be located above existing paint break.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective	1	

Salescode	Extended Description	Qty	
GRAPHICS			
	material approx 14" long located midway along outward surface of cylinder.		
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1	
WARRANTY / STANDARD & EXTENDED			
9100-0102	Meritor 5 year unlimited miles, parts and labor rear drive single or rear drive tandem axle warranty.	1	
9100-0104	Dana 5 year unlimited miles, parts and labor front axle warranty.	1	
9100-0117	General One (1) year or 24,000 Miles Limited Warranty (RFW0001)	1	
9100-0126	Custom chassis One (1) Year or 18,000 Miles Limited Warranty (RFW0101).	1	
9100-0131	Regulated Emissions Systems Five (5) Years or 100,000 Miles Limited Warranty (RFW0140). N/A for California. For units going to California use 9100-0162 with L9 and 9100-0163 with X12/15.	1	
9100-0132	Electrical One (1) Year or 18,000 Miles Limited Warranty (RFW0201).	1	
9100-0135	Aerial Ladder Structure Twenty (20) years or 100,000 Miles Limited Warranty (RFW0403).	1	
9100-0136	Body Structure Aluminum Ten (10) years or 100,000 Miles Limited Warranty (RFW0502).	1	
9100-0138	Cab Structural Ten (10) Years or 100,000 Miles Limited Warranty (RFW0602).	1	
9100-0140	Paint and Finish (Exterior Clear coated) Ten (10) Years Limited Warranty (RFW0710).	1	
9100-0165	Frame Rail Lifetime (50) Years or 250,000 Miles Limited Warranty (RFW0305).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic). 3 consecutive days. Use 9300-0315 for additional days.	1	
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0031	Dash/Console panel layout approval drawings. Will be provided on purchased units prior to construction.	1	
9300-0040	As built electrical drawings.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

Electronics for a New Fleet Purchase

		T2	T6
Item	Cost		
Cradlepoint Modem	\$3,000.00	x	x
2 Antennas	\$1,000.00	x	x
Knox Box	\$1,000.00		
AW12 Cell Booster	\$300.00	x	x
MDT	\$3,000.00	x	x
MDT Dock	\$500.00	x	x
Dash Cam	\$1,000.00	x	x
Data Cable	\$50.00	x	x
Serial Cable	\$50.00	x	x
Mobile Radio	\$8,000.00	x	x
Fuel Puck	\$500.00	x	x
Total:			
	\$18,400.00		
	\$1,000.00		
Need per Truck	\$17,400.00		

Green Bay Fire Department
501 S Washington St
Green Bay, WI 54301-4218

ID# 210291

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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # R.5

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

- I. CONFIDENTIAL Claims Committee Rpt August 2022



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # S.I

To approve the purchase of a used NebulaZ Ride for \$775,000 from Zamperla for Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Nebulaz Breakdown
2. Used Ride Contract _ NebulaZ_19118
3. Baybeach NebulaZ ride sole source document 8-19-2022

Nebulaz

Manufacturer: Zamperla
 Ride Cost: \$775,000
 Run Time: 90 seconds
 Passengers/Hour: 32 per ride
 Operating Staff: 1 or 2
 Tickets Required: 3
 Height Requirement: Must be 42"



5 Year Projected Revenue Total

\$ 762,816.00

10 Year Projected Revenue Total

\$ 1,367,808.00



Ridership and Revenue Projections

Year	Projected Ridership	Projected Revenue	Total Ride Generated Revenue
2023	227,968	\$ 170,976.00	\$ 170,976.00
2024	210,432	\$ 157,824.00	\$ 328,800.00
2025	203,418	\$ 152,563.20	\$ 481,363.20
2026	192,896	\$ 144,672.00	\$ 626,035.20
2027	182,374	\$ 136,780.80	\$ 762,816.00
2028	175,360	\$ 131,520.00	\$ 894,336.00
2029	157,824	\$ 118,368.00	\$ 1,012,704.00
2030	154,317	\$ 115,737.60	\$ 1,128,441.60
2031	161,331	\$ 120,998.40	\$ 1,249,440.00
2032	157,824	\$ 118,368.00	\$ 1,367,808.00





Zamperla, Inc.
49 Fanny Road
Boonton, NJ 07005 USA
Phone: (973) 334-8133
Fax: (973) 334-6880
Email: Zamperla@zamperlausa.com
www.zamperla.com

USED RIDE SALES CONTRACT

Buyer Name: City of Green Bay
100 N Jefferson Street
Green Bay, WI 54301
Attn: Jason Arnoldi

Date: 08/31/22
Phone: 920-448-3365
Cell: 920-676-1863
Email: Jason.arnoldi@greenbaywi.gov

We (Sellers) hereby confirm our acceptance of your (Buyers) purchase order on terms and conditions stated hereunder.

Quantity	Description	Amount
1	Used & Reconditioned NebulaZ - Park Model	\$775,000.00
	Serial Number: G61219118; Year of Manufacture: 2019	
	32 Seats	
	1 ADA Transfer Seat & Bench	
	Caboled light package	
	480 Volt 3 Phase Power Supply, 60Hz	
	Stand Up Base Included	
	No Fence	
Set-Up	Zamperla will provide a technical assistant, for up to five days inclusive of travel time, waiving per diem charge of \$1,200.00. Customer responsible for reasonable travel expenses. Customer also responsible for unloading flatbed upon arrival at Buyer's Site, and for any rigging equipment, cranes, labor and tools related to the unloading of the Ride and subsequent erection of the Ride.	
Permits	Buyer will obtain and pay any costs or fees in obtaining any required approvals, permits, inspections, registrations, licenses, certifications and any other fees necessary for the erection, installation and operation of the Ride.	
The selling price does not include any U.S. sales or use tax which may be imposed upon the sale of the ride or upon the use thereof by Buyer; sales tax shall be paid by Buyer upon request by Seller (and only if Seller collects and remits such tax to the appropriate governmental agency), and which use tax shall be paid by Buyer when and as imposed by the appropriate governmental agency.		
Warranty	One Operating Season (2023)	
Delivery	FOB Bay Beach Amusement Park, Green Bay Wisconsin 54301	
	Total Selling Price	\$775,000.00

Terms: 25% Deposit of \$193,750.00 due with signed contract. 25% Progress Payment of \$193,750.00 due September 15, 2022. 25% Progress Payment of \$193,750.00 due January 15, 2023. 20% Progress Payment of \$155,000.00 due upon notification of ride ready to ship. 5% Final Payment of \$38,750.00 due upon completion of installation, but no later than 30 days after delivery.

Delivery: On or about March 15, 2023 - Zamperla technical department to provide drawing package upon receipt of deposit for necessary ground works on Buyer's site.

Seller

Buyer

**EXHIBIT A
TERMS AND CONDITIONS**

1. Terms Paramount

1.1 In the event any of the terms of this Contract are different from or additional to those proposed by the Buyer in his purchase order, or those contained in any letter of credit or other document incidental to this Contract, the terms of this Contract shall prevail.

2. Complete Agreement

2.1 This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

3. Amendment

3.1 No amendment or modification of this Contract shall be valid unless it is in writing and signed by the party to be charged.

3.2 No agent shall have authority to incur, on Seller's behalf, any obligations or liabilities other than those contained in this Agreement.

4. Delivery

Delivery shall be made as set forth on the face hereof.

5. Title

5.1 Title to the goods shall remain with the Seller until Seller actually receives payment in full for the goods from Buyer, unless otherwise expressly provided in the terms appearing on the face of this Contract.

5.2 Seller shall retain a security interest in the goods sold on credit to Buyer, including all rides, parts, and attachments that are part of the described goods and all replacements and substitutions therefor and all proceeds from the sale thereof, including accounts receivable, until paid in full by Buyer (the "Ride"). Seller may file any financing statements or their equivalent in any jurisdiction at any time. If Seller deems it necessary to maintain its interest, with or without the signature of Buyer; Buyer agrees to execute any financing statements and any amendments thereto required by Seller and hereby specifically authorizes Seller to file such statements with its signature. Installment payments made by Buyer shall be applied to the goods as follows: in the case of merchandise purchased on different dates, the item purchased first shall be deemed paid for first and in the case of merchandise purchased on the same date, the lowest priced items shall be deemed paid for first. When Buyer has paid the Purchase Price in full to Seller, if the Seller has filed or recorded any financing statements or their equivalent in any jurisdiction, the Seller shall within 5 business days of its receipt of the satisfaction of the Purchase Price discharge, satisfy, and remove of record any filed or recorded security interest at its own cost and expense.

6. Risk of Loss

6.1 Risk of loss, or damage to, or destruction of the goods shall be with the Buyer from and after delivery to Buyer at the point of sale stipulated on the face hereof.

7. Used Goods

Seller acknowledges that Buyer has not inspected the goods and is relying upon the representations of the Seller regarding the condition and operability of the goods and Buyer expects the goods to be complete and in good working order upon delivery and commissioning. Seller therefore represents that it is unaware of any mechanical defects, unreasonable wear and tear, or other conditions requiring repairs or alterations, ordinary wear and tear excepted.

7.1 Buyer acknowledges to Seller that it understands the goods are in used condition.

7.2 Buyer understands and acknowledges that there is no warranty provided by Seller with respect to the used goods

THIS WARRANTY (NONE) IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS, AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER.

8. Limitation of Damages

8.1 Seller shall not be liable for prospective profits or special, incidental or consequential damages.

9. Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other such provision, nor constitute a waiver of the provision itself.

10. Severability of Clauses

10.1 In the event of any term, condition, covenant or portion of this Contract is held to be unconscionable or otherwise invalid, the remainder of this agreement will remain in full force and effect, and the Seller and Buyer hereby stipulate that such term, condition, covenant or portion of this Contract shall be limited and modified so as to avoid an unconscionable result, and as limited and modified shall become a part of this Contract. All titles used herein are for purposes of reference only.

11. Arbitration

11.1 Any controversy arising under, out of, in connection with or relating to this Contract or any amendment thereof or the breach thereof shall be determined and settled by arbitration in New York, New York, in accordance with the Rules of the American Arbitration Association. Any award rendered therein shall be final and binding on each and all parties thereto and their personal representatives and judgment may be entered thereon in any court having jurisdiction.

12. Limitation of Actions

12.1 Any action, arbitration or proceeding for breach of this agreement must be commenced within one (1) year after the cause of action accrues.

13. Applicable Law

13.1 This agreement shall be construed and enforced under the laws of the State of New Jersey.

14. Force Majeure

14.1 The Seller shall not be liable for any delay in shipment or delivery, non-delivery, or destruction or deterioration of all or any part of the merchandise, or for any other default in performance of this Contract arising from acts of God, perils of the sea, acts of or restrictions imposed by any governmental authority, fire, war, insurrection, riot or civil commotion, strikes or lockouts, partial or total interruption or loss or shortage of transportation or loading facilities, failure or delay in shipment on the part of any supplier or suppliers, floods, drought, breakdown of machinery, accidents causing stoppage or work or from any other cause beyond control of the Seller, whether or not similar to the causes hereinbefore specified. The Seller may, upon removal of cause, resume making shipments or deliveries and the Buyer is bound to accept such delayed shipment or delivery. However, if the delay shall be more than sixty (60) days, the Contract may be canceled by either the Buyer or the Seller who shall, when requested by the other party, state in writing whether he elects to cancel.

15. Modification of Credit

15.1 Seller reserves the right at any time to alter, or suspend credit, or to change the credit terms provided herein, when in his sole opinion the financial condition of the Buyer so warrants. In such a case, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from the Buyer may be required by the Seller before shipment, or, if the due date of payment by the Buyer under his Contract may be accelerated by the Seller. Failure to pay invoices at maturity date automatically makes all subsequent invoices immediately due and payable irrespective of terms, and Seller may withhold all subsequent deliveries until the full account is settled. Acceptance by the Seller of less than full payment shall not be a waiver of any of his rights. Security deposited or made available to the Seller by the buyer shall be taken as security for payments due under any other contract between the Buyer and Seller.

16. Entire Agreement

16.1 This Contract supersedes all prior understanding and agreements, whether oral or written, between the parties, and may not be changed orally and no change, amendment or modification thereof shall be binding unless set forth in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written on the front of this document.

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

TO : Purchasing Division/Administrative Services

DATE: 08/19/20

FROM: Department/Division Parks, Recreation & Forestry

REQUISITION #

List "No Substitute" Item(s) here:

(1) Used & Reconditioned NebulaZ - Park Model Amusement Park Ride from Zamperla.

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ \$775,000
- ☐ 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):

This is a used ride. Staff has researched other used rides currently for sale. Staff has determined there are no other comparable used rides for sale at this time with this vendor or alternate vendors.

Approvals:

Requestor: David Ostlund

Date: 8/19/22

Department Head: David Ostlund

Date: 8/19/22

Purchasing Manager: Sherry Walker

Date: 8/19/22



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # S.2

To deny the request by Steve Seymour, 2544 Heather Road (Parcel #21-4283), for approval to rebuild a shed in the Ellis Creek Greenway, behind the residence.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2544 Heather Street Shed - Copy 3



Part of Brown County WI

Map printed on 8/18/2022

1:480

1 inch = 40 feet*

1 inch = 0.00758 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

This is a custom map created by an online user of GIS map services, provided by Brown County Municipalities, Brown County, Brown County WI

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



(920) 448-6480

www.browncountywi.gov



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # S.3

Refer to staff to do additional research and provide recommendations as how to address the seasonal staffing shortage issue for 2023, and bring it back to the Park Committee for discussion prior to the 2023 budget meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-08-04 Dist 8 to Parks 2

From: noreply@civicplus.com
To: [Celestine Jeffreys](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Thursday, August 4, 2022 10:32:40 AM

Alders' Petitions and Communications

Name	Chris Wery
Committee Name	Parks Committee
Text of Communication	Review, with possible action, all park position seasonal salaries, incentives and job descriptions. How can the City of Green Bay become more attractive to workers? Not having all parks, pools and other vital seasonal positions filled decreases the quality of life for residents.

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



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # S.4

To approve a Design, Construction & Dedication Agreement with Ducks Unlimited, Inc. for the construction of the Phase 2 – West Pond Waterfowl Habitat Project at Ken Euers Natural Area.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ken Euers Construction Dedication Agreement 2 - DU (Final)
2. WI-443-I Ken Euers PH 2 - Preliminary Site Plan 85percent 2
3. Ken Euers Map I



City of Green Bay
Department of Parks, Recreation & Forestry

DESIGN, CONSTRUCTION & DEDICATION AGREEMENT

KEN EUERS NATURAL AREA

PHASE 2 – WEST POND WATERFOWL NESTING HABITAT PROJECT

This Agreement is made this ____ day of September, 2022, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (City), and Ducks Unlimited, Inc., (DU), a corporation authorized to conduct business in Wisconsin.

RECITALS

- A. The City is the Owner of the property located at 1701 North Military Avenue, Green Bay, WI 54303 and generally known as the Ken Euers Nature Area (Ken Euers). Ken Euers is a 116 acre passive recreation wildlife natural area featuring a parking lot, gravel trails and open greenspace located along the shoreline of the Bay of Green Bay.
- B. DU is a non-profit corporation that conserves, restores, and manages wetlands and associated habitats for North America's waterfowl.
- C. The City and DU have identified the need for the creation of several waterfowl nesting habitat areas at Ken Euers Natural Area. DU has already successfully completed the installation of the first twenty-five (25) acre waterfowl nesting habitat area, just east of the parking lot. For the purposes of this agreement, this already completed project will be called Phase 1.
- D. DU has proposed to create a second twenty-one (21) acre waterfowl nesting habitat, just west of the existing parking lot. For purposes of this agreement, this project will be called the Phase 2. Work for Phase 2 will consist of erosion control, tree removal along the shoreline banks, grading the shoreline slopes, seeding and installing a water control structure. All this work together shall be the proposed Project, which is further shown on the Preliminary Site Plan Concept, which is herein attached as EXHIBIT A.
- E. DU has applied for and received grants to complete the work identified in the Project. The City has agreed to allow the work to be completed for these purposes, and DU has agreed to do the work at DU's sole expense and has requested that the City accept the dedication and assume maintenance responsibilities and to monitor and adjust the water levels as needed.
- F. The City is agreeable to accepting the dedication and assumption of maintenance of the completed Project 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. 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 anticipated cost of the Project is \$295,000.
- B. Sources. The Project and all improvements and work required therewith shall be paid for exclusively by DU. In the event of Project cost overruns, DU shall be solely responsible for timely paying and/or securing any and all additional funds necessary to complete the Project.

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. DU 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 DU.
- 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 specification for the demolition, grading, seeding, culvert work, and erosion control; and
 2. Other such essential items as may be reasonably determined by the City to be appropriate.
- D. Design and Construction. DU 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. In the event the Project will disturb or otherwise affect any existing City features, 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 DU's engineer. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements. DU 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. DU shall provide for the inspection of construction, including administration, testing, and inspection, or other supervision of construction, by a DU registered engineer on staff to ensure 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/or Inspections Department to ensure that construction is in conformance with the plans and specifications. The City agrees to notify DU 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, DU may execute change orders relating to design and construction of the Project if DU determines that it is able to fund the change orders in its sole discretion. The DU 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, DU shall submit a preliminary budget to the City for their review. The preliminary budget shall be 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. DU 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 disturb, develop and/or use the Property as set forth above.
- I. Improvement of Property. DU shall promptly design and complete the Project. Substantial work on the Project shall commence no later than July 1st, 2023. Construction shall be completed no later than December 31st, 2023. DU 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. DU shall at all times, while constructing the project, 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. Easements. The City shall grant to DU such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.
- L. Insurance. All insurance is the responsibility of DU. DU and each of its separate contractors and subcontractors shall purchase and maintain such insurance as will protect him/her, and indemnify and save harmless the City from any and all claims for General and Automobile Liability and Worker's Compensation/Employers' Liability, including claims for damages resulting in bodily injury, including but not limited to death, and property damage and arising out of or resulting from DU, its contractors and subcontractors' direct or indirect negligent operations under this Agreement, whether such negligent operations be performed by himself/herself or by any subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is the greater, notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy and shall include contractual liability insurance as applicable to the DU's obligations.

DU, its contractors, and subcontractors' insurance shall always be primary with respect to the City's responsibilities under this Agreement. The City of Green Bay shall be named as additional insured on the types of insurance listed in this section.

DU, its contractors, and subcontractors' insurance shall contain a provision that provides ten (10) days written notice of cancellation or change to the City.

No insurance required under this Agreement shall be carried with an insurer not authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The City reserves the right to disapprove any insurance company.

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.

Before commencement of construction activities on the Property, DU shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which DU, its contractors, and subcontractors' are 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.

Types of Insurance

1. *General Liability*:

- a. Commercial General Occurrence policy, edition 2006 or 2010 including:
 - i. Premises and Operations
 - ii. Products and Completed Operations
 - iii. Advertising and Personal Injury
 - iv. Explosion, Collapse and Underground Hazard coverage
 - v. Contractual Insurance in writing under General Liability
 - vi. Broad Form Property Damage
 - vii. Coverage for Independent Contractors
 - viii. Care, Custody and Control coverages for City-owned materials at worksite

- ix. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

b. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

Per Occurrence	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury/ Advertising Injury	\$2,000,000
Fire Damage Limit	\$100,000
Medical Payments Limit	\$10,000
General Aggregate	\$2,000,000

2. *Automobile Liability:*

a. Coverages must include the following extensions:

Comprehensive Forms

- i. All Owned Autos
- ii. All Hired Autos
- iii. All Non-Owned Autos
- iv. Mobile Equipment
- v. Specialized Equipment
- vi. Contractual Insurance
- vii. Uninsured Motorists to Limit of Policy
- viii. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

b. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:	\$1,000,000 per person/accident
Uninsured Motorists:	\$25,000 per person \$50,000 per accident

3. *Worker's Compensation and Employers' Liability Insurance:*

a. Limits of Liability

- i. Workers' Compensation

\$1,000,000 per accident
\$1,000,000 disease policy limit
\$1,000,000 disease each employee
- ii. Employers' Liability

\$1,000,000

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

4. *Contractor's Pollution Liability (Occurrence Basis)*

DU 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:*

The Contractor shall provide \$1,000,000 for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employer's Liability, Commercial General Liability, and Automobile Liability.

6. *Builder's Risk Insurance:*

Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, DU 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 DU of its obligation to perform under this Agreement and, in the event of loss, DU shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

M. Indemnity.

- 1. DU shall defend, indemnify, and hold harmless the City, its officers and employees, against all liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, the actions and/or inactions of the indemnifying party's and/or its employees', agents' or subcontractors' own negligent and/or intentional wrongful acts,

omissions or performance or failure to perform its obligations and duties under the terms and conditions of this Agreement. DU is not required to indemnify the City for the negligent or intentional acts, errors or omissions of the City or their employees or agents.

2. 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. The City will monitor and adjust the water levels as needed, for so long as DU, or another entity, allows the City to use their large capacity water pump for this purpose, at no expense to the City. 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. DU shall obtain lien waivers for all work completed on the improvements prior to final acceptance by the City.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

DU 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. DU shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. DU 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 DU 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. DU 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 DU contained in this Agreement and no statement of fact furnished or to be furnished by DU 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 DU that would adversely affect the Project, the ability of DU to complete the Project or the ability of DU 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 DU is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which DU 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. DU 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. DU shall not be liable to the City for any damages in excess of the budgeted amount for this Project.
- 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. DU 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 DU 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. 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 DU: Ducks Unlimited, Inc.
 Great Lakes/Atlantic Regional Office
 7322 Newman Blvd., Bldg. 1
 Dexter, MI 48130

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

- H. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- I. 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.
- J. 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.
- K. 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.

- L. Recording of Agreement. The City may record this Design, Construction & Dedication Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, DU shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- M. 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.
- N. 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.
- O. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

By: _____
Celestine Jeffreys, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

[illegible]

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY and DUCKS UNLIMITED, INC.

DUCKS UNLIMITED INC.

By: _____
David Brakhage, Director

ACKNOWLEDGMENT

STATE OF _____)
) SS

COUNTY OF _____)

Personally came before me this _____ day of _____ 2022, David Brakhage, Director of Ducks Unlimited, Inc., a corporation authorized to conduct business in Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

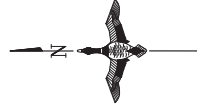
Notary Public, _____ County, Michigan

My Commission Expires _____

EXHIBIT A



**GREEN BAY
BROWN COUNTY, WISCONSIN
IN COOPERATION WITH
WISCONSIN DNR**



**85% PRELIMINARY SITE PLAN
NOT FOR CONSTRUCTION**



COVER SHEET
KEN EUERS (PH 2) - BERM
IMPROVEMENTS
GREEN BAY
BROWN COUNTY, WISCONSIN

[illegible]

CAD FILE:	WI-443-1_C001_Cover & Spine
DESIGNED BY:	WW
DRAWN BY:	WJAJ
SURVEYED BY:	%%
ISO LOGIST:	BC
DATE:	12/27/2021
PROJECT NUMBER:	US-WI-443-1
	C001

DRAWN BY :WAJ
SURVEYED BY: %%
BIOLOGIST: BG
DATE: 12/17/2021
PROJECT NUMBER: US-WI-443-1

5H 001	REVISION	CAD FILE:	WT-443_1_C301_Construction Details
			DESIGNED BY: WW

[illegible][illegible]

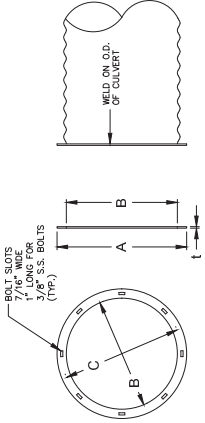
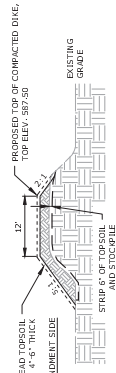
CONSTRUCTION DETAILS
KEN EUERS (PH 2) - BERM
IMPROVEMENTS
GREEN BAY
BROWN COUNTY, WISCONSIN

ON:



GREAT LAKES/ATLANTIC REGIONAL OFFICE
7322 NEWMAN BOULEVARD, BUILDING 1
DEXTER, MICHIGAN 48130
(734) 623-2000
www.ducks.org

TYPICAL RECONSTRUCTED DIKE SECTION
NOT TO SCALE



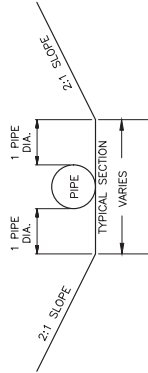
1. 6"-36" FLANGES CUT FROM 3/16" ALUMINUM PLATE.
2. GASKETS TO BE CUT FROM 1/8" PVC NITRILE FOAM ENDSITE AND MATCHED TO CORRESPONDING FLANGE DIMENSIONS, WITH NO HOLES.
3. 2 WASHERS PER BOLT/SLOT.

FLANGE COUPLER DETAIL

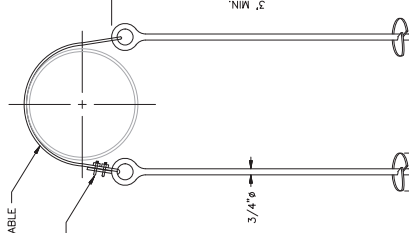
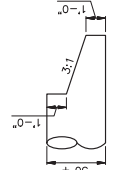
NOT TO SCALE

NOT TO SCALE
85% PRELIMINARY SITE PLAN
NOT FOR CONSTRUCTION

PIPE INSTALLATION & REMOVAL DETAIL

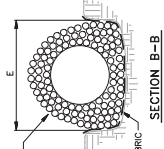


PIPE ENDING DETAIL
FOR 30" Ø PIPE AND LARGER

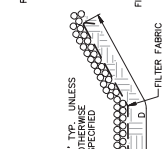


CULVERT ANCHOR

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SECTION B-B



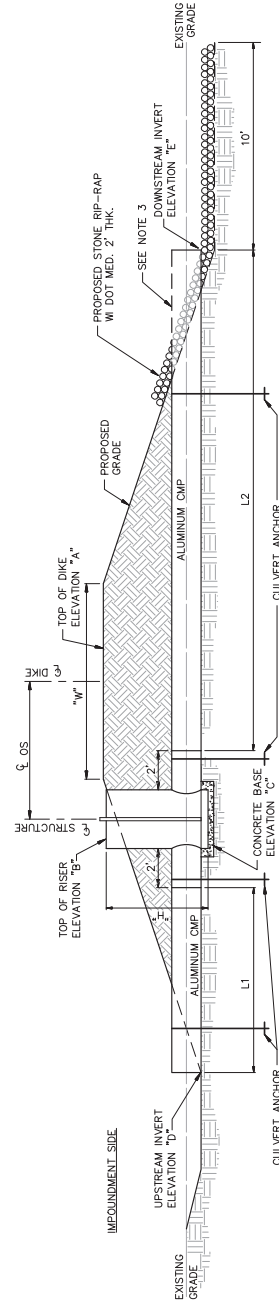
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PIPE DIA.	CLASS I ROCK			
	D	E	Sa, yds.	
12"	5'	4'	4.2	
15"	5'	4.25'	4.6	
18"	5'	4.5'	5.1	
21"	5.5'	5.75'	7.3	
24"	6'	6'	8.1	
27"	6.5'	6.25'	9.1	
30"	7'	6.5'	10	
36"	8'	7'	12	
42"	9'	7.5'	14.1	
48"	10'	8'	16.3	
54"	12'	8.5'	19.5	
60"	12.5'	9'	21.5	

- NOTES:**
1. IF THE RIPRAP CLASS DESIGNATION IS NOT SPECIFIED ON THE CONSTRUCTION PLANS, CLASS 1 ROCK RIPRAP SHALL BE UTILIZED. THE ROCK SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
 2. UNLESS OTHERWISE SPECIFIED, FILTER FABRIC SHALL BE UTILIZED IN THE INSTALLATION OF RIPRAP.
 3. DOWNSTREAM CMP PIPE OUTLET SHALL CONFORM TO SLOPE FOR PIPE DIAMETERS 30" AND LARGER.

OUTLET AND RIP-RAP DETAILS

NOT TO SCALE

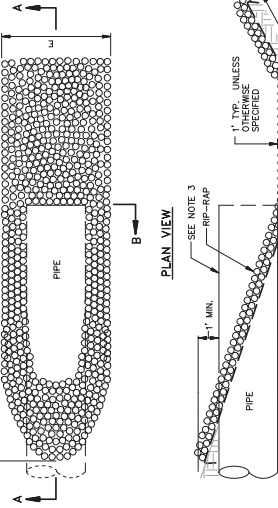


PROFILE OF ALUMINUM CMP WATER CONTROL STRUCTURE

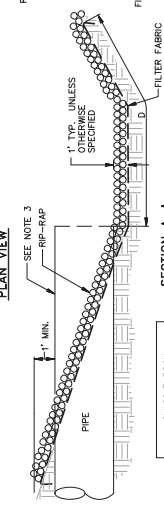
NOT TO SCALE

STRUCTURE	PIPE		TOP OF DOME EL. "A"	TOP OF RISER EL. "B"	FULL SERVICE LEVEL	PROTECTION BERM	CONCRETE BASE EL. "C"	INLET I.E. EL. "D"	OUTLET I.E. EL. "E"	TOP WIDTH "W"	INLET LENGTH "L"	OUTLET LENGTH "L2"	C - C OFFSET	RISER HEIGHT "H"	No. OF STOPLOGS	
	SIZE	GA.														GA.
STR-1	36"	14	48"	12	567.5	587.5	586.5	-	577.0	578.0	12' MIN.	45'	30.5'	9'	9.5'	16

1. DIMENSION "H" INCLUDES 0.5 FOOT OF RISER, EMBEDDED IN CONCRETE.
2. ALL METAL PIPE SHALL BE CONNECTED WITH FLANGE COUPLERS.
3. ALL METAL PIPE SHALL BE CONNECTED WITH FLANGE COUPLERS. INLET AND/OR OUTLET PIPES GREATER THAN 20 LINEAR FEET SHALL BE INCHES AND LARGER.
4. A FULL 20 FOOT SECTION MUST BE UTILIZED AS THE END SECTION OF PIPE.
5. BOTTOM 6"-8" OF ALUMINUM MUST BE COATED WITH FOUNDATION COATING BEFORE EMBEDMENT INTO CONCRETE.

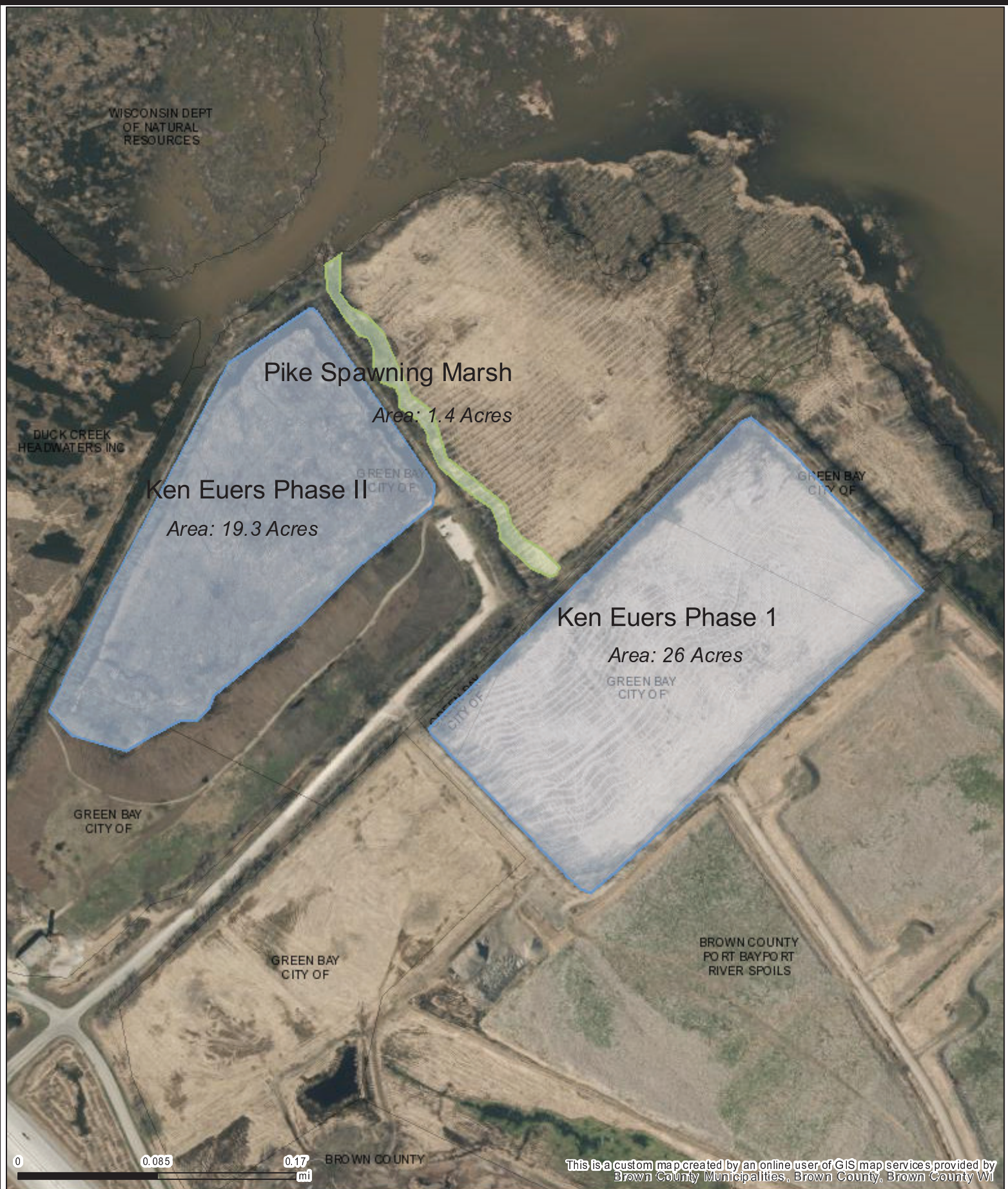


PLAN VIEW



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[illegible]



Ken Euers Phase II - Plan View

Map printed on 2/11/2021

1:4,800
1 inch = 400 feet*
1 inch = 0.0758 miles*
*original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

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

"hooks" indicate parcel ownership crosses a line

SC-190-2 Parcel ID Number
2880257 Document Number
0.814 AC Area of parcel
279.8' Line Distance
3547 Address

A complete key (legend) is available at:
<https://tinyurl.com/BrownDogKey>



(920) 448-6480
maps.gis.co.brown.wi.us



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # S.5

To approve the request by Wisconsin Public Service for a utility easement at the Finger Road Ballfield Complex contingent upon the Law Department review and approval of the final easement language.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Easement_City of Green Bay_3324011

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **The City of Green Bay, a Wisconsin Municipal Corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Brown County Register of Deeds, recorded as Document Number 2394849, being part of the Southwest Quarter of the Southeast Quarter (SW 1/4-SE 1/4) of Section 2, Township 23 North, Range 21 East, **City of Green Bay, County of Brown, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
21-44

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

The City of Green Bay, a Wisconsin Municipal Corporation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

The City of Green Bay, a Wisconsin Municipal Corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of
My Commission expires: _____

This instrument drafted by: Katherine Troudt
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
July 14, 2022	Brown	City of Green Bay	Finger Rd	21-44
Real Estate No.	WPSC District	WR#	WR Type	I/O
3300799	Green Bay - 24	3324011		21800001EC

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

****Temporary Exhibit****
****Final Exhibit will be sent for approval at a later date****

12 FOOT WIDE EASEMENT

NORTH



- Parcel line
- Right of Way line
- Meander line





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # S.6

A. To approve the purchase of Bobcat Toolcat UW56 and attachments from Clark Equipment Co dba Bobcat Plus, Inc. for the sum of \$84,529.88.

B. To approve the purchase of Bobcat S64 T4 Skid Steer Loader and attachments from Clark Equipment Co dba Bobcat Plus, Inc. for the sum of \$56,191.91.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 8-23-22 Finance Agenda 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: Finance Committee
FR: Diane Kruse, Buyer CPM, C.P.I.M.
DT: August 3, 2022
RE: Purchasing Report
Cc: Dan Ditscheit, Diana Ellenbecker, Pam Manley

Report by Diane Kruse, Buyer, CPM, C.P.I.M.:

1. Discussion and possible action on the purchase of Bobcat Toolcat UW56 and attachments from Clark Equipment Co dba Bobcat Plus, Inc. for the sum of \$84,529.88. Purchase is made off Sourcewell contract with local discount applied. Pricing verified based on previous bids of similar equipment. Quote attached. Account #426630-55140-92207 Equipment replacement.
2. Discussion and possible action on the purchase of Bobcat S64 T4 Bobcat Skid Steer Loader and attachments from Clark Equipment Co dba Bobcat Plus, Inc. for the sum of \$56,191.91. Purchase is made off Sourcewell contract with local discount applied. Pricing verified based on previous bids of similar equipment. Quote attached. Account #426630-55140-92204 Equipment replacement.



Product Quotation

Quotation Number: TLJ-00563

Date: 2022-08-01 09:17:20

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
City of Green Bay Parks Dept Attn: Greg Barta 919 Crocker St GREEN BAY, WI 54303 Phone: (920) 448-3389	Brian Weber Bobcat Plus, Inc., DePere, Wisconsin 1372 MID VALLEY Dr. DePERE WI 54115 Phone: 920-983-2100 Fax: 920-983-9137	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description

Bobcat UW56

Adjustable Vinyl Seats

All-Wheel Steer

Automatically Activated Glow Plugs

Auxiliary Hydraulics

- Variable Flow with dual direction detent

Beverage Holders

Bob-Tach

Boom Float

Cargo Box Support

Cruise Control

Speed Management

Enclosed Cab with HVAC

Dual Port USB charger

Lower Engine Guard

Limited Slip Transaxle

Engine and Hydraulic Monitor with Shutdown

Front LED Work Lights

Full-time Four-Wheel Drive

Horsepower Management

- Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471
- Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I

Dome Light

Part No	Qty	Price Ea.	Total
M1225	1	\$53,265.60	\$53,265.60

Hydraulic Dump Box

Instrumentation: Standard 5" Display with

Keyless Start, Engine Temperature and Fuel

Gauges, Hour meter, RPM and Warning

Indicators. Includes maintenance interval

notification, fault display, job codes, quick start,

and security lockouts.

Joystick, Manually Controlled with Lift Arm Float

Lift Arm Support

Parking Brake, automatic

Power Steering with Tilt Steering Wheel

Radiator Screen

Rear Receiver Hitch

Seat Belts, Shoulder Harness

Spark Arrestor Muffler

Suspension, 4-wheel independent

Tires: 27 x 10.5-15 (8 ply), Lug Tread

Toolcat Interlock Control System (TICS)

Two-Speed Transmission

Machine Warranty: 12 Months, unlimited hours

Bobcat Engine Warranty: Additional 12 Months

or total of 2000 hours after initial 12 month

warranty

24 Month Protection Plus (2000 Hours)

Deluxe Road Package

Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights

9974360	1	\$1,800.00	\$1,800.00
M1225-P01-C01	1	\$2,316.00	\$2,316.00

High Flow Package

29 X 12.5 Turf Tires

Heavy Duty Battery

Attachment Control

Power Bob-Tach

Radio Option

Traction Control

Engine Block Heater

Interior Trim

Rear Camera Kit, Cab mounted

Rear Window Guard

M1225-R03-C02	1	\$1,388.80	\$1,388.80
M1225-R05-C05	1	\$628.80	\$628.80
M1225-R07-C02	1	\$77.60	\$77.60
M1225-R08-C02	1	\$188.80	\$188.80
M1225-R14-C03	1	\$879.20	\$879.20
M1225-R15-C02	1	\$426.40	\$426.40
M1225-R16-C02	1	\$436.00	\$436.00
M1225-A01-C02	1	\$104.00	\$104.00
M1225-A01-C04	1	\$164.00	\$164.00
7432522	1	\$672.51	\$672.51
7150926	1	\$966.04	\$966.04

Strobe Light	7424783	1	\$220.57	\$220.57
68" Standard Duty Bucket	7272771	1	\$842.08	\$842.08
--- Bolt-On Cutting Edge, 68"	7104508	1	\$161.36	\$161.36
68" Angle Broom	7337703	1	\$5,240.20	\$5,240.20
Snow Blower 32X68	M7047	1	\$4,953.68	\$4,953.68
--- MOTOR PACKAGE 160CC (26-31 gpm)	M7047-R01-C04	1	\$854.24	\$854.24

Total of Items Quoted	\$75,585.88
Dealer P.D.I.	\$650.00
Freight Charges	\$1,904.00
Dealer Assembly Charges	\$286.00
Other Charges: Material and Logistics	\$6,104.00
Quote Total - US dollars	\$84,529.88

Notes:

**Prices per the Sourcewell Contract #040319-CEC.*

**Terms Net 60 Days. Credit cards accepted.*

**FOB Destination*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____



Bobcat

Product Quotation

Quotation Number: TLJ-00540

Date: 2022-07-28 13:59:46

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
City of Green Bay Parks Dept Attn: Greg Barta 919 Crocker St GREEN BAY, WI 54303 Phone: (920) 448-3389	Brian Weber Bobcat Plus, Inc., DePere, Wisconsin 1372 MID VALLEY Dr. DePERE WI 54115 Phone: 920-983-2100 Fax: 920-983-9137	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description

S64 T4 Bobcat Skid Steer Loader

68.0 HP Tier 4 V2 Bobcat Engine
Auxiliary Hydraulics: Variable Flow
Backup Alarm
Bob-Tach
Bobcat Interlock Control System (BICS)
Controls: Bobcat Standard
Cylinder Cushioning - Lift, Tilt
Engine/Hydraulic Performance De-rate Protection
Glow Plugs (Automatically Activated)
Horn
Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.
Lift Arm Support

Part No	Qty	Price Ea.	Total
M0359	1	\$36,797.04	\$36,797.04

Lift Path: Vertical
Lights, Front and Rear LED
Operator Cab

- Includes: Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt
- Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471
- Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)

Parking Brake: Wedge Brake System
Tires: 10x16.5, 8 PR, Bobcat Standard Duty
Warranty: 2 years, or 2000 hours whichever occurs first

P29 Performance Package
Power Bob Tach
Attachment Control

M0359-P06-P29	1	\$3,853.44	\$3,853.44
Two-Speed Dual Direction Bucket Positioning Automatic Ride Control Reversing Fan			

C52 Comfort Package
"Standard Enclosed Cab with AC/Heat
Sound Reduction
Radio Ready

M0359-P07-C52	1	\$3,713.04	\$3,713.04
HVAC Headliner Adjustable Suspension Seat"			

Selectable Joystick Controls
68" Heavy Duty Bucket
--- Bolt-On Cutting Edge, 68"
68" Industrial Bucket Grapple
Description
Parts Manual
Service Manual

M0359-R01-C04	1	\$583.92	\$583.92
7272679	1	\$1,185.60	\$1,185.60
6718006	1	\$278.01	\$278.01
7168340	1	\$3,390.36	\$3,390.36
Part No	Qty	Price Ea.	Total
7409021	1	\$145.00	\$145.00
7353047Enus	1	\$166.00	\$166.00

Total of Items Quoted
Dealer P.D.I.
Freight Charges
Dealer Assembly Charges

\$50,112.41
\$200.00
\$1,574.00
\$71.50

Other Charges: Material and Logistics
Quote Total - US dollars

\$4,234.00
\$56,191.91

Notes:

**Prices per the Sourcewell Contract #040319-CEC.*

**Terms Net 60 Days. Credit cards accepted.*

**FOB Destination*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joe Faulds
Chief of Operations

Re: Request to Fill Vacant Positions

Date: August 18, 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.

- Account Clerk II – Replacement position due to the resignation of Mary Gonion effective on August 12, 2022. Wage range: \$20.56 - \$24.20 per hour (Pay Grade F).
- Building Maintenance Technician – Replacement position due to the resignation of Justin Madero effective August 12, 2022. Wage range: \$20.56-\$24.20 (Pay Grade F)
- Park Maintenance Worker – Replacement position due to the resignation of Trey Alsteen effective on August 12, 2022. Wage range: \$20.56 - \$24.20 per hour (Pay Grade F).
- Human Resources Generalist– Replacement position due to the transfer of Sarah Fidler to the Water Utility effective August 8, 2022. Salary range: \$56,534- \$66,497 (Pay Grade I).
- Plumbing Inspector– Replacement position due to the resignation of Jason Sladky effective September 2, 2022. Wage range: \$29.37 - \$39.72 per hour.

**Position Fill Request
Justification Report
August 3, 2022**

Position Title: Account Clerk II (Public Works)

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

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

This position will be vacant as a result of the resignation of Mary Gonion effective at the end of the work day on August 12, 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 – The wage range is \$20.56-\$24.20 per hour (Pay Grade F).

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

- A. Performs receptionist work and/or counter duties of moderate difficulty answering inquiries of walk-in individuals or phone calls, which involves assisting them with completion of forms, accepting payments, answering inquiries and explaining department and City procedures, or referring inquiries to the proper official or department.
- B. Enters daily payments, citations and makes adjustments for overpayments. Issue refunds, track the status of multiple ticket customers, opens and maintains accounts for monthly parking customers, processes fees, and issues passes. Maintains utility usage reports for parking facilities.
- C. Performs data entry, prepares regular reports, spreadsheets and invoices. Prepares correspondence, reports, memos, permits, statements, forms from handwritten drafts or oral instruction, which may involve some judgment regarding the information included and format used. Prepares breakdowns of invoices and calculates and invoices customers as needed. Performs general record keeping and filing. Handles routine work assignments independently.
- D. Maintains daily electronic gating system at ramps and reports problems.
- E. Initiates collection of non-sufficient funds and unpaid parking citations; maintains and updates records.
- F. Assigns registered vehicle owner information to parking citations.
- G. Enters license plate notifications for suspension and completes license plate satisfactions.
- H. Assists other clerical staff with assignments of moderate difficulty. Performs assigned functions of Account Clerk III in their absence. Researches information from various

sources and combines data for typing or for presentation to inquiries, enters data into or searches for information on a computer terminal.

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

This position will generate an undermined amount of revenue by providing an increased focus on the collection of unpaid parking citations and maintaining timely license plate suspensions when citations reach the 30-day past due mark (adding \$10 per citation to the revenue collected).

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

This position was recently reclassified to assist the existing Account Clerks in assigned duties that are either not being performed or not being completed in a timely and efficient manner due to workload and understaffing.

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

The position is currently filled.

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

Understaffing Parking Division will remove the focus from collection efforts for unpaid parking citations and revenue collected from entering timely information for each citation, registered owner, license plate suspension, etc. and return staff to not performing certain job duties at all and other duties being done less timely and efficiently.

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

This position is first in line for counter service, which is very heavy in volume, and first in line for phone service, which is similarly heavy. The position is critical and necessary, but could be filled using contract labor. However, it is probable that outsourcing would be more costly and service levels would likely decrease.

9. Are there union issues?

No.

10. Other supporting comments.

**Position Fill Request
Justification Report
July 28, 2022**

Position Title: Building Maintenance Technician (BMT)
DPW Operations Division/Buildings and Grounds Section

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

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

This position is vacant as a result of the resignation of Justin Madero effective at 7:00 a.m. on Friday, August 12, 2022 when his regular Thursday/Friday overnight shift is complete.

- 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 Public Works operating budget. The current wage range for this position is \$20.56 to \$24.20 per hour (Pay Grade F).

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

Public Works's Building Maintenance Technician staff cleans and maintains all DPW facilities. They provide 24-hour on-site duty coverage on weekdays and 24-hour first-response on-call service on weekends. BMT's serve as DPW's first responders to emergency calls received from the DPW emergency line and Police Department. BMT job duties include but are not limited to building cleaning and maintenance, first-response barricading, supplemental incident traffic control, securing DPW facilities after hours, and crash debris clean-up.

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

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

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

Each of the three (3) Building Maintenance Technicians work five (5) 8-hour shifts on-site Monday through Friday. Then they rotate first-response on-call duty for the entire weekend on a three week rotation. If the current BMT staff is reduced then overtime must be expended to maintain proper BMT coverage. This would increase the potential of BMT burnout.

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

When a BMT vacancy occurs, DPW either pays overtime to other BMT staff or modifies the work schedule of DPW Laborers from other sections to fill vacant BMT shifts. Vacant

weekday (7:00 a.m. to 3:00 p.m. Monday to Friday) BMT shifts are not filled because the rest of DPW field staff is present for emergency response.

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 can result in a lower level of service to residents and potentially increase the amount of time required to complete the services. If a BMT position is eliminated, DPW plans to change to an on-call BMT service on weekends. First responder actions will still be performed. But it response will dispatch from the BMT's private residence instead of from a DPW facility.

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

See response to item 7 above.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
August 2, 2022**

Position Title: Park Maintenance Worker

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

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

This position will be vacant as a result of the resignation of Trey Alsteen effective at the end of the work day on August 12, 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 budgeted. The wage range is \$20.56 - \$24.20 per hour (Pay Grade F).

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

The Park Maintenance Worker is a generalist position responsible for maintaining all facets of the year-round park operations. Parks and the related facilities are used daily from sun-up to 10:00 p.m. throughout the year. Therefore, we need to ensure that they are clean, safe, and functional at all times for our patrons.

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

No, this position does not generate revenue.

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

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

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

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

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

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

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

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

9. Are there union issues?

No.

10. Other supporting comments.

As our park system continues to grow, our staffing has remained level for quite a number of years. We have been able to accomplish this by being efficient with delegating staff responsibilities. Whenever any Park Maintenance position is vacant, it becomes a strain on our Park Maintenance operations. Since 2001, the Parks Division has been responsible for maintaining the following added facilities without adding park maintenance staff; V.T. Pride Park, Joannes SK8 Park, Leicht Memorial park, Resch Aquatic Center, nine splash pads, many Park property acquisitions, Navarino Park, Finger Road Ball Field Complex, Arnie Wolff Sports Complex, significant Bay Beach Amusement Park expansion, a new Banquet Facility/4K School at the Wildlife Sanctuary, CityDeck, as well as several miles of paved and unpaved trails.

With future additional maintenance responsibilities sure to come such as the Shipyard, JBS Park and the shoreline improvements at Bay Beach, we will fall further behind in our efforts to provide the most basic services if we do not maintain our staffing levels accordingly.

Position Fill Request
Justification Report
August 17, 2022

Position Title: Human Resources Generalist II (Administrative)

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 Sarah Fidler's transfer to Water effective August 8, 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 HR Generalist II provides support for administrative, financial, and budget development assignments. The position assists with the HR budget preparation and completion as well as assists the Finance Department in overall City budget development for salary projections. This position monitors revenues and expenditures and budget status; handles all aspects of department purchasing including requisitioning, receiving reports and maintaining inventory; reconciles purchasing card statements and maintains all department financial records. In addition, the position verifies and processes all employee personnel changes (i.e. salary increases, new hires, resignations) as well as maintains and updates labor agreements, assists with labor negotiation preparation.

The position is responsible for overseeing Family Medical Leave and assisting supervisors and employees on working with our outside vendor who administers FMLA. Similarly, the position advises department heads, supervisors, and employees on applicable labor agreements, policies, and laws. The position will assist in recruitment and selection activities of a routine nature.

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 Human Resources Department only has one position dedicated to the financial, administrative, and budget responsibilities. If the position is not filled, then the HR Department is unable to continue to absorb these additional duties and maintain the current workload for responsibilities such as recruitment and employee relations.

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

The duties at this time have been reassigned to other members of the department.

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

The City would not have a position to oversee the human resources financial and budget aspects. From an internal control requirement this position is necessary as there needs to be checks and balances between human resources and payroll/finance on all personnel changes.

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.

**Position Fill Request
Justification Report
August 18, 2022**

Position Title: **Plumbing Inspector**

- 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

Jason Sladky is resigning effective September 2, 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 current budget. The wage rate is \$29.37 – \$39.72/hour.

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

Plumbing Inspectors are responsible for the review of internal and external plumbing plans and the inspection of plumbing for both UDC (1 and 2 family residential) and Commercial structures to ensure compliance with City, State, and Federal codes, including compliance with zoning and floodplain ordinances. They review and are involved with the issuing permits for plumbing and UDC HVAC projects. Plumbing Inspectors also inspect UDC HVAC projects.

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

Yes, Plumbing/UDC HVAC permits and plumbing plan review fees are paid by property owners, developers, and contractors. Plumbing/HVAC Inspectors are also responsible for enforcement of codes which might include issuing re-inspection fees as well as municipal citations.

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

Inspections and plan reviews will be delayed, slowing development and reducing the level of customer service.

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

The duties are currently being performed by the incumbent.

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

The City would not be capable of providing efficient plumbing/HVAC inspections which would slow development and reduce the level of customer service. Plumbing plan reviews will go from 2 weeks at the City to over 3 months at the State.

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

Assigning the work the other Plumbing/HVAC Inspector or contracting the service. Neither of these options would be effective or less costly. The current inspector is at capacity with his inspections and the contracted service do not have a good track record for quality inspections.

9. Are there union issues?

No.

10. Other supporting comments.

Staff is recommending further review of these classifications to ensure that existing staff and new hires pay are being paid equitably from an internal standpoint as well as a market comparison.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # T.2

To approve an out-of-state travel request to be a presenter at two (2) American Public Works Association (APWA) Winter Roadway Maintenance Training Seminars in November 2022.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022 NWW out-of-state travel request APWAI (003)

CITY OF GREEN BAY-DPW
OUT OF STATE TRAVEL REQUEST
FOR FLEET MANAGER NATHAN WACHTENDONK
(AUGUST 2022)

Date Request Submitted	August 15, 2022
Requesting Department	Public Works
Employee(s) Requesting Travel	Nathan Wachtendonk, DPW Fleet Manager
Date(s) of Travel	November 7 to 9, 2022 <i>and</i> November 16 to 17, 2022 (2 training events during back-to-back weeks)
Location of Out of State Travel	Reno, NV (11/7/22) <i>and</i> Boston, MA (11/16/22)
Purpose of Travel – Name of Conference or Training	Teacher/Presenter at two (2) American Public Works Association (APWA) Winter Roadway Maintenance Training Seminars
Costs Transportation Room and Board Conference and/or Training Fee Total Cost	APWA – to cover 100% of cost for travel, lodging, and meals City – to pay Fleet Manager’s salary
Will Employee Incur Overtime or Comp Time	No
Funding	APWA will cover all costs for travel, lodging, and meals. City will pay the Fleet Manager’s salary.
Additional Information	Fleet Manager Nathan Wachtendonk serves on the APWA Fleet Committee. APWA asks committee members to actively participate in APWA events in their area of professional expertise. Nathan has been asked to present at two (2) training events. There is no cost to the City except regular salary of Fleet Manager Nathan Wachtendonk during his absence from work.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY**AGENDA ITEM # T.3**

To receive and place on file a presentation and update from staff regarding the decision two years ago to provide crossing guard services through contracted services rather than through the Police Department, with possible action to determine if changes or improvements need to be made to fully staff the program. (Ald. Jennifer Grant).

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

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

AGENDA ITEM # T.4

To approve the request to fill the Workplace Culture and Inclusion Specialist as amended and all subsequent vacancies resulting from internal transfers.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo - Diversity and Inclusion Coordinator
2. Strategic Plan, Project I-Act
3. Workplace Culture and Inclusion Specialist Job Description 8-30-22 -Amended



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: Workplace Culture and Inclusion Specialist & Diversity and Inclusion Coordinator

Date: August 23, 2022

Workplace Culture and Inclusion Specialist

One of the City of Green Bay's key strategies from its strategic plan is to focus on employee recruitment and engagement. Specifically, to build a diverse, inclusive, and engaged workforce and focus on employee training and development. The Workplace Culture and Inclusion Specialist position will directly impact the City's initiative to build a diverse, inclusive, and engaged workforce by maintaining a positive workplace culture with an emphasis on employee engagement, productivity, and diversity, equity, and inclusion in the workplace.

It is important for any organization to have a healthy and inclusive workplace culture. The Workplace Culture and Inclusion Specialist will focus on ensuring City policies and practices create an inclusive workplace environment and an environment where employees feel valued and recognized for their performance. Specifically, the position will focus on ensuring there is a positive and productive workplace culture that emphasizes open communication, equitable policies, quality service standards, and employee recognition. In addition, the position will provide education and training on best hiring practices for diversity, equity, and inclusion to ensure the City can recruit and retain qualified candidates.

The attached job description outlines the specific job duties of the role. Specific projects for the Workplace Culture and Inclusion Specialist will be:

- Develop relationships with supervisors and employees to understand current culture and policies (10%)
- Research and implement policies and practices to further improve workplace culture with an emphasis on employee engagement, recognition, and productivity. (10%)
- Develop workplace culture and diversity plan to set goals and metrics for the City and City Departments (15%)

- Assist with the implementation of Employee Resource Groups to create another avenue for employees to feel valued, respected, and included in the workplace. Liaison to established ERGs (20%)
- Assist in recruitment efforts to identify trends and best practices for attracting candidates to the City as well as performing routine recruitment efforts. (20%)
- Staff liaison to the Equal Rights Commission to assist in researching ERC projects and updating the ERC on information about activities and accomplishments with respect to diversity and equal employment opportunity in the City of Green Bay (20%)
- Build relationships with community partners and DEI groups (5%)

The overall goal is to enhance the workplace culture to ensure there is a high level of employee engagement, productivity, and inclusion which in turn will ensure we are providing quality and accessible service to the Green Bay Community.

Diversity and Inclusion Coordinator

The Personnel Committee requested that Human Resources prepare a job description for a Diversity and Inclusion position that focuses on diversity and inclusion efforts in the community. The job description for the Diversity and Inclusion Coordinator has been revised and is attached to this memo.

Based on the request to explore the option of a more external focused DEI position, the Personnel Committee can determine if the position should be filled in the Human Resources Department or the Mayor's Office. The draft job description includes the Diversity and Inclusion Coordinator as an added appointed position to the Mayor's Office.

The position's focus will be on developing a DEI plan that sets out goals and initiatives for partnering with the community on increasing DEI efforts. The position would develop and implement programs that infuse DEI efforts within the business and non-profit community, provide advice guidance, and DEI support to community members.

The position's interaction and role with the Equal Rights Commission would be to assess community needs, engage with the community to create positive working relationships focused on providing equal opportunities throughout the City, and raise awareness of important equity issues.

Lastly, the position would still be a resource for City employees on DEI efforts, but the focus would be on community DEI efforts.

D&I Coordinator Accomplishments Past Accomplishments

- Created the Strategic Plan, Project I-Act (see attached).
- Updated our Employee Resource Group Application process.
- Created a Microsoft 365 Diversity and Inclusion Sharepoint Page that provides Resources to DEI websites, publications, and City policies.
- Created an inclusive insights card which was a monthly email on DEI topics and questions for discussions.
- Provided a D&I training in 2022 to City Supervisors.
- Created a D&I Team assessment for City departments and divisions to utilize.
- Worked with the Chief of Operations and HR Manager to create the Employee Engagement Survey.
- Submitted HRC MEI Scorecard.
- Assisted the Mayor's staff in coordinating The Mayor's Dialogue Series—three total sessions.
- Worked closely with HR Staff in improving social media outreach for recruitment.
- Led the first book group series about appreciation and recognition in the workplace: *The 5 languages of Appreciation in the Workplace*
 - o Community and Economic Development used the appreciation assessment as a team building exercise.
- Member of the City's Public Relations Team.
- Attended the City of Green Bay Police Department PRIDE Team meetings.
- Promoted United Way 21 Week Challenge and worked with GBPD on promoting the 21 week challenge.
- Attended various trainings on DEI topics such as:
 - o CVMIC Trainings on Soft Skills, Stress Management, Emotional Intelligence, and Workplace Culture.
 - o National DEI Conference held in UW Madison.
 - o YWCA Global presentation on Anti-Asian Racism, Belonging ROAR with US.
 - o Schreiber Foods D&I Global Presentation with VP of Netflix.
 - o UW-Madison's DEI conference on Racism, Bias, DEI in the workplace and in education.

External Accomplishments

- Led a session on DEI and Biases for a Neighborhood Association.
- Began building relationships and collaboration with:
 - o YWCA
 - o Prevea
 - o City of Appleton
- Member of the New North DEI Task Force.
- Member of the CVMIC DEI Council to talk about trends and best practices for municipalities.
- Attended Green Bay Chamber Task Force meetings.
- Collaborated with UWGB on DEI topics.
- Met with Marion University to discuss partnership opportunities and DEI programs and efforts.



Strategic DE&I Plan: City of Green Bay

Plan I-ACT (Intentional Awareness and City Transformations)

The purpose of this plan is to grow employee intentional awareness and to provide educational programming and curriculum design on diversity, equity, inclusion, and emotional intelligence. Via implementation of the key project components, the following concepts will be fostered: Diversity, allyship, equity, belonging, inclusivity and self-development within the City of Green Bay.

Key Project Components: This project will be made up of five crucial components including:

1. Employee Resource Groups –TBD
2. Educational Programing - Q1, Q2 of 2021, On-going
3. Programming Support-Discussion Series- Q2 2021, On-going
4. Diversity, Equity and Inclusion (DEI) City of Green Bay Marketing, Hiring, Retention Plan– Q1 2021 and ongoing.
5. Community Partnerships

Component 1 Focus: Employee Resource Groups (ERG)

Goal: To develop Employee Resource Groups (ERG) to foster diversity, inclusion, community, belonging, allyship and support within the organization and City of Green Bay. This will help to reduce turnover, support retention and belonging.

ERG Startup Guide:

- A) Submit paperwork to HR regarding the desired ERG startup
- B) Once approved by HR, set up first meeting with ERG leadership
- C) Meet with ERG leadership to:
 - Establish who will have what role within the ERG
 - Establish the core mission of the ERG, goals
 - Discuss budget for ERG
 - Discuss when leadership will meet (once a month is the general sequence) and when meetings will be held with all members
 - Develop the ERG yearly plan (objectives, goals, activities)
 - Decide who will set up meeting occurrences
 - Decide who will be responsible for notifying members/potential attendees of future events and/or info
- D) Hold a second meeting with leadership within two weeks to plan first event

- Decide if one to two more planning meetings are needed for first event, (generally 2-3 on a weekly to bi-weekly basis depending on timeline)
 - Ideate on the event
 - Establish who will do what for the event
 - Establish event date/s (if it is a series event such as a book club or speaker series determine dates)
 - Determine if outside speakers are necessary and identify who will reach out and bring the info back to ERG leadership
 - Establish who will be leading, speaking and when during the event
 - Establish what the activity will be and what resources and logistics need to be addressed to make this a success
 - Decide who will send out next invite for the next event planning meeting and agree on a meeting date
- E) Set up third meeting for leadership to go over (if an additional meeting is needed to accomplish the following steps, please set up accordingly)
- The script for the event and the sequence of delivery
 - Marketing for event (identify who will create marketing when it will be reviewed by ERG leadership and when it will be cascaded out)
 - Create survey for members/ attendees of 3-5 questions to gauge event success in Microsoft Forms or Survey Monkey
 - Identify if resources/outside speakers are available for desired date
 - Any loose ends for event planning/event execution
- F) Selected person sends out marketing material/s to ERG leadership team for OK
- G) Once marketing materials are agreed upon by ERG leaders, ERG leaders submit marketing material/s and survey to HR for approval three weeks before event
- H) When HR (Joe, Melanie, Raiya) has approved marketing material/s and survey, cascade marketing out to employees preferable two weeks prior to the event and no later than one week prior to event
- I) Hold additional meeting one week before event to
- Do a dry run through of event, (speaking points, activity, gauge timing)
- J) Hold first ERG event
- Within 24 hrs of event send out survey that has been created
 - Meet with leadership within two weeks of event to discuss survey results, identify what went well and where improvements can be made
 - In this meeting create meeting agenda for upcoming member meeting

Next Steps:

- K) Set up first member meeting within one month of ERG event to discuss:
- Any new happenings, upcoming events, and ideations
- L) Selected ERG leader will issue a meeting reminder via email and include reminder burst for those who may not have email
- Include set agenda in this email
- M) Hold first member meeting with leadership and members
- Begin meeting with introductions, going over mission, values, goals

- Walk through agenda with members and lead meeting via set agenda
 - Receive member input
 - Close meeting with appreciation and re-cap of who will do what for next meeting
- N) ERG leaders meet within two weeks to discuss member meeting and assess the direction of next steps based on all info from meetings/event.

Component 2 Focus Q1, Q2, Q3, Q4 2021, 2022 Ongoing: Educational Programming

Goal: To introduce awareness surrounding diversity, inclusion, belonging and emotional intelligence concepts to the City of Green Bay and foster discussion to further education on key concepts and initiatives:

- **Inclusive Insight Cards and Discussion** (*Monthly*)
- **Mayor's Dialogue Series** (*TBD*)
- **Newsletter Content** (*monthly*)
- **5 Book Clubs**-(*Quarterly*)

Inclusive Insight Cards and Discussion:

Inclusive Insights 2021 Concepts

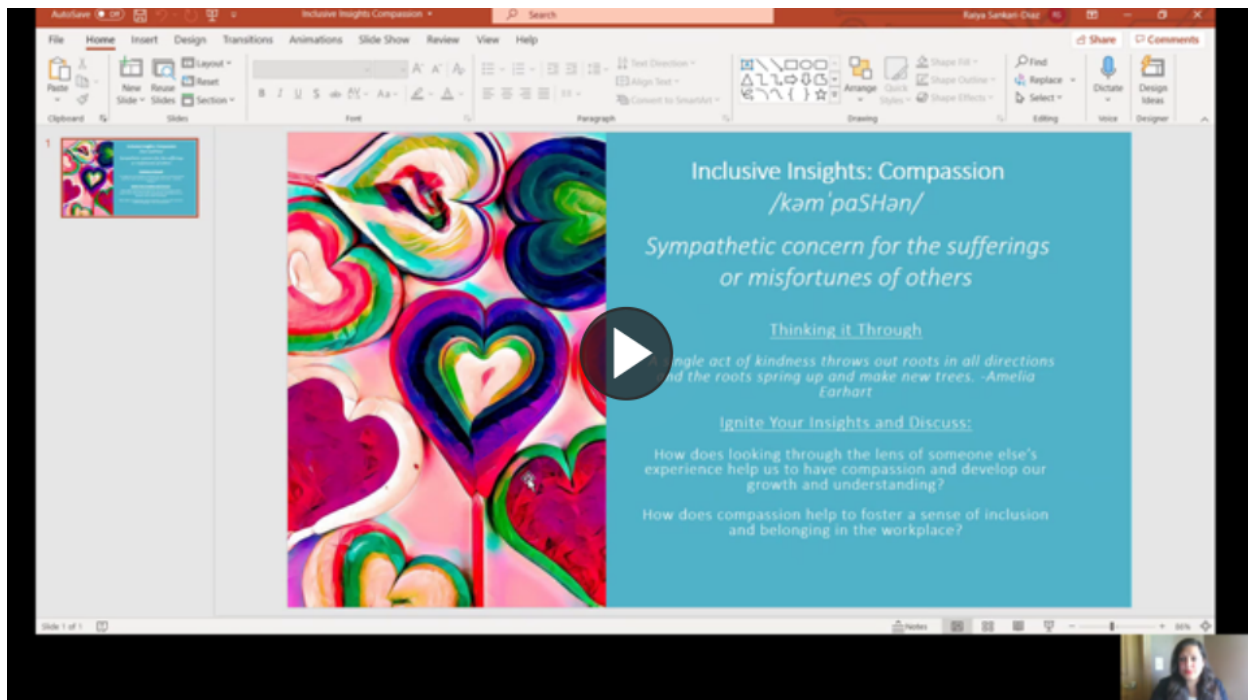
February- (ERGs)	March-Allyship	April-Change
May-Compassion	June-Empathy	July-Intention
August-Appreciation	Sept.-Recognition (Book Club Offering)	Oct-Reflection
November-Trust	Dec. Listening	

Inclusive Insights 2022 Concepts

January- Inclusivity Leadership Book Club	Feb. Interaction	March-Understanding- Discussion Opportunity
April-Growing	May- Communication Book Club Offering	

Inclusive Insights Training Video

<https://web.microsoftstream.com/video/4dd9c8e8-dccd-4718-a06e-2b9c8f304c86>



Inclusive Insights Card



Inclusive Insights: In·ten·tion

/in 'ten(t)SH(ə)n/

A determination or plan to do a specific thing.

Think it Through

"...*Intention Transforms*".

-Deepak Chopra

Ignite Your Insights and Discuss:

- How does pausing to acknowledge our intentions before we speak help us to organize our thoughts and language?
- How does intentional communication help to foster inclusion and belonging ?

Mayor's Dialogue Series 2021

May	June	October
Latinos are not a Monolith Dr. Marcelo Cruz, UW-GB	The History of Policing in Wisconsin Dr. Jillian Jacklen, UW-GB	The History of Native People in NE Wisconsin, Pro. Stephanie Dodge, UW-GB

Newsletter Content

Diversity and Inclusion Facts:

We must not only learn to tolerate our differences. We must welcome them as the richness and diversity which can lead to true intelligence.

Albert Einstein

Diverse teams are 87% better at making decisions.

1% of Fortune 500s have Black CEOs.

Gender diverse organizations are 15% more likely to have higher performance overall.

10% of leaders in the workplace are women, while 90% are men.

Potential Book Clubs Books for 2021-2023

Book Title	Author	Concept Supported	Potential Dates
<u>The 5 Languages of Appreciation in the Workplace</u>	Gary Chapman Paul White	Recognition, Inclusion, Belonging, Appreciation	9/29-11/10 (2021)
<u>How to be an Inclusive Leader</u>	Jennifer Brown	Inclusivity	1/25-2/25 (2022)

<u>The Advantage</u>	Patrick Lencioni	Communication, Belonging	5/1-5/25 (2022)
<u>Emotional Agility</u>	Dr. Susan David	Emotional Intelligence and Emotional Agility	9/15-10/15 (2022)
<u>Blind Spot</u>	Banaji, Greenwald	Hidden Bias	1/15-2/15 (2023)

Component 3 focus Q3 Q4 of 2022, 2023: Programming Support

Goal: To support DEI educational growth and programming by identifying and showcasing potential speakers, media clips and resources to further employee discussion and strengthening understanding within the City of Green Bay. Initiative to begin in Q3 of 2022.

Media sources, partnerships and additional resources identified for programming support:

- **“The Look”** <https://www.youtube.com/watch?v=aJav36Nbn58>
- **Harvard Implicit quiz** <https://implicit.harvard.edu/implicit/takeatest.html>
- **16 personalities quiz, share results** <https://www.16personalities.com/>
- **Bias Blindspots-** <https://www.youtube.com/watch?v=BFcfqmVah8>
- **Prototype bias** https://www.youtube.com/watch?v=6_ylevcJCPc
- **Review clip** <https://www.youtube.com/watch?v=PWx5jSyWyPE>
- **Review clip on hiring bias** <https://www.youtube.com/watch?v=C-Dp372Js4>
- **Review clip bias Gail Tolstai-Miller** <https://www.youtube.com/watch?v=QCFb4BiDDcE>
- **SharePoint page**

Know to Grow Series

Date	Topic	Link
Sept. 2022	Know to Grow-SELF	https://www.16personalities.com/
Nov. 2022	Know to Grow-Emotion	TBD
Jan 2023	Know to Grow-Bias	TBD

Component 4: Q1 2021 and ongoing City of Green Bay DE&I Recruiting, Hiring Initiatives

Goal: To recruit, engage and retain a wide range of diverse talent and to capture the attention as to why the City of Green Bay is the place to be and work. This methodology aims to improve a larger, more diverse pool of applicants, engage, and retain those on staff and promote the City of Green Bay via online platforms. Seeks to engage new populations and educate others on the City of Green Bay.

Current Data:

City of Green Bay's population data according to the Census report:

76.7% White	3.6% Native American
15.2% Hispanic or Latino	4.2% Asian
4% African American	

Green Bay City employee data according to Tyler Munis software:

914 total employees to date	0.09% or 9 employees are Native American
94% or 862 employees are Caucasian	0.08% or 8 employees are Asian
1.75% or 16 employees are Hispanic	0.08% or 8 employees have no race specified in the documentation
1.2% or 11 employees are Black	

Plan: To assess and analyze hiring data, report on findings, create hiring goals, assess policy and hiring strategy. To tap into mining resources, promote and communicate the positive environment, organizational culture, diverse happenings in Green Bay, and to communicate employment opportunities within the City of Green Bay using LinkedIn, Facebook (Meta) and other methodologies identified by HR.

Action Steps, Marketing:

- Create and maintain strong online presence to promote the City of Green Bay via LinkedIn, Facebook (Currently implemented)
- Formulate ability to copy and paste live employment announcement link into LinkedIn, Facebook (Currently implemented)
- Maintain strong partnerships locally and explore and define alliances with key stakeholders (universities, tech schools, etc.) online (Currently in progress)
- Promote ERG online when established (TBD)
- Promote Inclusive Insights cards when created on LinkedIn, Facebook (Currently implemented)
- Promote events, happenings, and information (Currently implemented)
- Create discussion topics and post them (Future)

Action Steps Recruitment

- Discuss job creation, naming of positions and future roles in relationship to D&I goals (Implemented, on-going)
- Re-assess current methods of job advertising/recruiting locations (In-progress, resources determined)
- Assess current approach to recruitment/hiring (Implemented, on-going)
- Discuss D&I concepts via LinkedIn for reach (Implemented, on-going)
- Display pictures of employees having a great day “It’s a great day to have a great day here at the City of Green Bay!” (Future)
- Capture different downtown building locations, offerings and promote them via Facebook/LinkedIn (restaurants, shops, etc) (Future)
- Post fun facts about the City of Green Bay on LinkedIn/Facebook (Future)
- Cascade Inclusive Insights and D&I work out on LinkedIn (Implemented, on-going)
- Communicate Pride events online and in City Hall (Implemented)
- Diversify exhibits brought in (Implemented, in progress)

Action Steps Retention

- Define organizational culture (in-progress)
- Create culture cards (Future Q1 2022)
- Distribute culture cards during recruitment, hiring, onboarding (Q2, Q3 2022)
- Distribute culture card online (Q2 ongoing 2022)
- Create ERGs (TBD)
- Develop online learning strategy through CVMIC, Content review and user experience review (In progress)
- Develop online trainings for employees relevant to their interest (Future)
- Create and develop learning pathways for employee promotion, growth, and development (In-process)

Component 5 Q1 2021-Ongoing: Community Partnerships

Goal: To form lasting and intentional partnerships with the Green Bay community to impact diversity and well-being for all community members for the purpose of growing diversity, equity, and inclusion within the City of Green Bay and the outer lying community. Furthermore, to raise awareness surrounding DE&I statistics and progress internally and externally. Also, to create space for diversity of thought, awareness and continual project collaboration and outreach with area organizations.

Action Items:

- Diversity and Inclusion Coordinator to sit on and contribute to area DE&I Taskforces (*Implemented Q1 2021, ongoing, serves on New North, Fox Valley and Chamber Taskforces*)
- Diversity and Inclusion Coordinator to be a member of sub-committee on diversifying area boards (*Implemented, serves on Chamber sub-committee*)

- Diversity and Inclusion Coordinator to oversee HRC documentation and City of Green Bay contributions, Scorecard submission for HRC (*Implemented, Q2 2021*)
- Diversity and Inclusion Coordinator to participate in Hidden Bias, cultural awareness cohort via YWCA and area orgs in partnership. (*Implemented Q3 2021, ongoing*).
- Diversity and Inclusion Coordinator to respond to community members requests, challenges, and concerns (*Implemented, ongoing*).
- Diversity and Inclusion Coordinator to contribute/communicate to media inquiries on specific content for community awareness (*Implemented*)
- Diversity and Inclusion Coordinator to participate in online marketing campaign for DE&I for the City of Green Bay (*Implemented, ongoing*)
- Diversity and Inclusion Coordinator to partner with UW-Green Bay, City, to host Mayor's Dialogue Series for DE&I awareness (*Implemented, ongoing*)
- Diversity and Inclusion Coordinator to participate in regional panel/s when on DE&I subject matter. (*In progress*)
- Diversity and Inclusion Coordinator to form partnerships with other municipalities in the DE&I arena. (*Implemented, ongoing*)
- For the Diversity and Inclusion Coordinator to serve on the DEI Council for CVMC (*Implemented, ongoing*)

Equal Rights Commission:

- Startup of Equal Rights Commission Diversity, and Inclusion Coordinator presence (*Implemented, Q3 2021*)
- Assess needs and concerns of the community (*Q4-On-going*)
- Developing projects and policies based on community DEI needs (*Q4-On-going*)



JOB DESCRIPTION

City of Green Bay

Position Title:	Workplace Culture & Inclusion Specialist
Department:	Human Resources
Reports To:	Chief of Operations
Position Status:	Exempt
Salary Range:	Pay Grade I
Job Summary:	Under the direction of the Chief of Operations, performs work of moderate difficulty in maintaining a positive workplace culture with an emphasis on employee engagement , recognition, productivity, and inclusion in the workplace. Provides strategic advice and assists department heads in integrating diversity and inclusion goals and strategies into business and planning processes. Maintains positive relationships with departments and the public.
Essential Functions:	▪ Provides strategic advice to department heads and staff on employee engagement, workplace culture, and diversity and inclusion issues. Consults with department heads to develop goals, objectives and strategies and develops plans to meet the established goals. ▪ Develops, implements and monitors a strategic, comprehensive workplace culture and diversity and inclusion plan that identifies core initiatives with mission and value statements. Establishes a system for periodically reviewing and updating the plan. ▪ Develops and implements city-wide policies, procedures and programs as they relate to employee engagement, equality, diversity, inclusion, and workplace culture issues. Reviews city policies and procedures to ensure that they are all inclusive. ▪ Assists with the implementation of the City's Employee Resource Groups (ERG). Serves as the advisor to the (ERG's). Advocates and provides strategic guidance to the groups, and serves as a liaison to management and Human Resources. ▪ Researches, prepares and conducts training programs for employees on recognizing, accommodating and appreciating individual differences and how to apply these skills in meeting employee engagement, productivity, and overall business needs. business and community needs. ▪ Develops metrics for measuring the effectiveness of employee engagement, productivity, and diversity and inclusion initiatives. Prepares reports as deemed necessary on the value of the initiatives. ▪ Identifies external trends and best practices to increase diversity and inclusion in the workplace. Supports and provides recruitment guidance to attract and increase the applicant pool of diverse candidates. ▪ Conducts recruitment and selection activities of a routine nature. Prepares and/or updates job descriptions. Determines recruitment sources; prepares job ads; prepares/updates interview questions; conducts interviews and reference checks. Schedules pre-employment physicals and obtains results.

	- City staff liaison to the Equal Rights Commission. Provides information to the Equal Rights Commission on efforts and activities undertaken across City government to achieve diversity, equality<u>equity</u>, and inclusion efforts. - Performs other duties as assigned.
Knowledge, Skills And Abilities	- Considerable knowledge of diversity, <u>equality</u>, inclusion, racial-equity and social justice theory, laws, principles and practices. Considerable knowledge of civil rights, disability rights, equal employment opportunity and other relevant laws, rules and regulations. Considerable knowledge of equity-and diversity <u>and inclusion</u> related policy development and organizational development. Considerable knowledge of group dynamics, related facilitation skills and relevant public administration principles. Considerable knowledge of supervisory principles and practices, labor relations and human resources management. - Knowledge of conflict resolution methods and techniques. - Skill in conducting complex equity—analysis, developing work plans and program implementation. Skill in conflict resolution and the conciliation of disputes. - Ability to utilize a computer and the required software. - Ability to deal with complex information, identify problems and to conduct relevant research and analysis and prepare narrative and statistical reports. Ability to lead, plan, direct and evaluate departmental functions. Ability to formulate, recommend and administer related City-wide policies. Ability to communicate orally and in writing. Ability to prepare and conduct presentations and training to diverse groups of people. Ability to successfully work with multicultural/diverse organizations. Ability to analyze and address complex civil rights issues and effectively represent City interests. - Ability to independently exercise discretion in applying rules, policies and procedures. Ability to independently provide consultation to managers, supervisors and employees on diversity issues, and the development of related strategies. Ability to work effectively as part of a diverse, multidisciplinary team. Ability to develop and maintain cooperative and effective working relationships with a variety of individuals, groups and organizations. Ability to create and deliver effective training sessions and presentations on various topics. Ability to prioritize and organize work. - Ability to work the required hours of the position.
Minimum Education and Experience	- Bachelor's Degree in Business Administration, Public Administration, Human Resources Management, Sociology or a related field. - Three years related professional experience in a responsible diversity, inclusion and/or <u>similar</u> racial-equity role with emphasis on policy analysis/development and program/plan development and administration. - Certified Diversity Professional (CDP) or other related diversity certification preferred. - A combination of equivalent education, training and work experience may be considered.
Physical	Ability to perform the following activities:

Requirements	○ Lifting and carrying up to 20 pounds. ○ Frequent standing and sitting. ○ Ability to focus for long period of time on projects. ○ Ability to reach, stoop and lift.
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The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position.

Employee Name (Print)

Date

Employee Signature



Report to the Public Arts Commission of the City of Green Bay

MEETING DATE

August 30, 2022

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # U.I

To approve the four mural design concepts presented for the Shipyard Underpass Murals project.

BACKGROUND

The City's Purchasing Department along with the City of Green Bay's Community and Economic Development Department conducted an RFP (Request for Proposal) to create site-specific exterior murals that will aesthetically enhance several vertical support structures for the Don A. Tillman Bridge next to The Shipyard according to RFP #2022-09 in compliance with state, local, and federal regulations. The City received 16 eligible Proposals. Staff assembled a selection committee comprised of one community member, two members of the Green Bay Public Arts Commission (GBPAC), and one member of the Redevelopment Authority (RDA) to review and score the proposals. Of the eligible proposals received, Don Rimx Inc, Maranje LLC, Mz. Icar and Yulia Avgustinovich received the highest scores. The project budget of \$80,000.00 is to be divided as follows:

- Don Rimx Inc, \$20,000.00 + \$500 design fee
- Maranje LLC, \$20,000.00 + \$500 design fee
- Mz. Icar LLC, \$20,000.00 + \$500 design fee
- Yulia Avgustinovich, \$20,000.00 + \$500 design fee

In coordination with the four selected artists, staff divided the proposed project site to include one pillar for signage, with the remaining 20 pillars to be divided equally among the artists. Each artist/artist team will be responsible for five pillars. Review Attachment A: Shipyard Murals Project Site Plan to see the proposed site layout. The Don A. Tillman Bridge is the property of the Wisconsin Department of Transportation (WisDOT). WisDOT and the Department of Public Works (DPW) are requesting design approval from the Public Arts Commission prior to approving artwork placement at the site.

Artist resumes and background information have been included in the agenda packet for Commission review. Staff met with all four artists to provide further information on The Shipyard project, site history, community input received, and current site conditions prior to design development. The mural designs submitted for consideration, if approved by both the GBPAC and WisDOT, are planned for installation in October 2022.

RECOMMENDATION

Staff recommends approval of the four mural designs proposed for the selected pillars for the Don A. Tillman Bridge next to The Shipyard.

FISCAL IMPACT

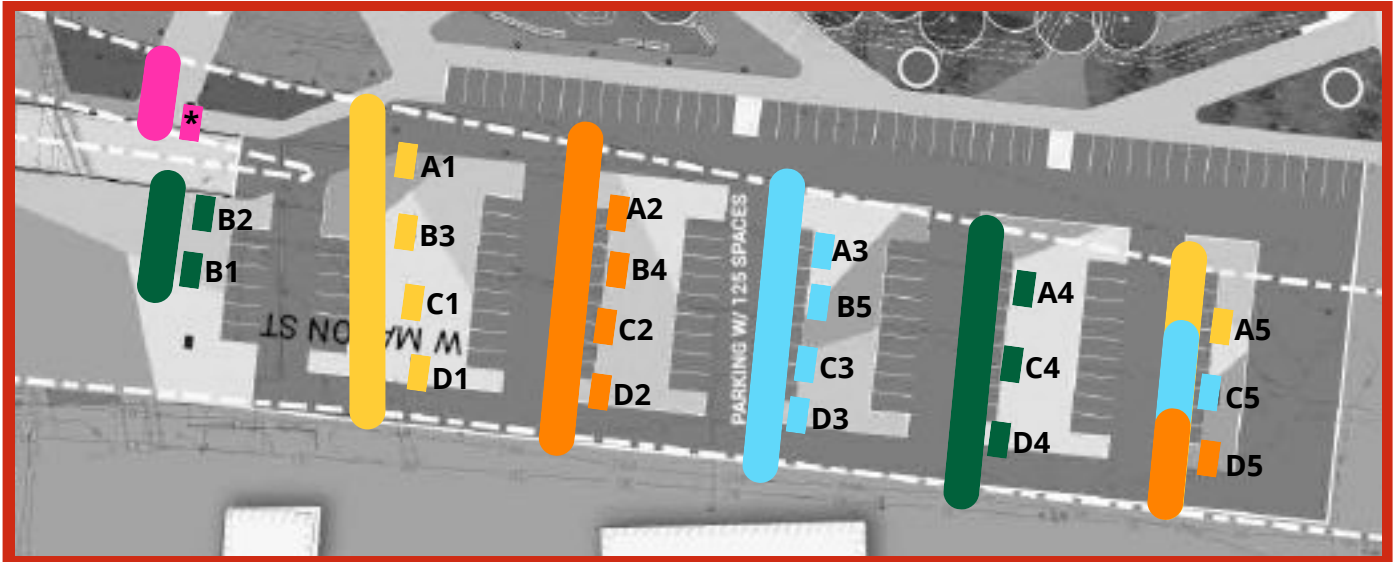
\$80,000.00 of Community Development Block Grant Funds allocated for Beautification to be used for artist stipends. \$10,000.00 of National Endowment for the Arts Arts Projects Grant Funds to be used for artist design fees, signage, site preparation fees, and other miscellaneous project expenses.

ATTACHMENTS

1. Shipyard Murals Project Site Plan Draft
2. Shipyard Murals Project RFP#2022_09
3. Resume + Previous Work Samples - Don Rimx
4. Resume + Previous Work Samples - Ernesto Maranje
5. Resume + Previous Work Samples - Mz.Icar
6. Resume + Previous Work Samples - Yulia Avgustinovich
7. Shipyard Mural Design - Don Rimx - Dream Bay Mural
8. Shipyard Mural Design - Ernesto Maranje
9. Shipyard Mural Design - Mz. Icar - Let's Play Mural
10. Shipyard Mural Design - Yulia Avgustinovich

SHIPYARD MURALS PROJECT SITE PLAN - DRAFT UPDATED 8.8.22

ARTIST REVIEWED AND APPROVED 8.10.22



- * Pink = Signage/Artist Spotlight/Artwork Map - Collaborative pillar
- A1, B3, C1, D1, A5 Yellow = Don Rimx Inc.
- B1, B2, A4, C4, D4 Green = Yulia Avgustinovich
- A3, B5, C3, D3, C5 Blue = Mz. Icar
- A2, B4, C2, D2, D5 Orange = Ernesto Maranje

Pillar Sizes - Estimated

- * Pillar 3' x 8' x 17.5' "T" top -horizontal 4.5' x 24'
- Pillars B1 & B2 3' x 6' x 18.5' B1 & B2 "T" top - horizontal 5.5' x 54'
- Pillars A1-A5, B3-B5, C1-C5, and D1-D5 3.5' x 8' x 20'
- "T" tops - horizontal
 - 6.5' x 116'
 - 6.5' x 116'
 - 6.5' x 98'
 - 6.5' x 96'
 - 6.5' x 84' - to be divided in three

CITY OF GREEN BAY

REQUEST FOR PROPOSAL



RFP #: 2022-09

Title: Public Art - Murals

City Agency: Community & Economic Development Department

Due Date: May 5, 2022
2:00 PM CT

CC: 003-052-50; 961-04:962-07

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Green Bay, Community & Economic Development Department ("City") is soliciting Proposals from qualified vendors for Public Art Murals. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposal ("RFP") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Proposals no later than the due date and time indicated below. The City will reject all late Proposals:

RFP Issue Date: March 11, 2022
Questions Due Date: March 28, 2022
Addendum Posted Date: April 1, 2022
Due Date: May 5, 2022, 2:00 PM CT

Sealed RFP Opening - Only the names of proposers will be read at the opening.

1.3 Format

The City will not consider illegible Proposals.

Elaborate Proposals (i.e., expensive artwork) beyond that sufficient to present a complete and effective Proposal, are not necessary or desired.

Please include One (1) original and three (3) copies of your proposal. Also include an electronic version of your proposal on USB flash drive or CD. If you are submitting via electronic on demandstar only submit one electronic copy. Copy on CD/USB is not needed.

Complete and return Forms A through F along with any other required forms for this RFP to City of Green Bay Purchasing Department with your proposal submittal.

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed twenty (20) pages in length (excluding letter of transmittal, resumes, title page(s), and index/table of contents, attachments, or dividers). One page shall be interpreted as one side of single-spaced, typed, 8 1/2" X 11" sheet of paper. **Excess pages will be removed prior to evaluation, which could result in incomplete responses and subsequent lower scores.**

1.4 Labeling

All Proposals must be clearly labeled: Proposer's Name and Address
RFP #: 2022-09
Title: Public Art - Murals

All email correspondence must include RFP 2022-09 subject line.

1.5 Delivery of Proposals

Delivery of hard copies to: City of Green Bay Purchasing Department
100 North Jefferson St. Room 101
Green Bay, WI 54301

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP name and number. This ensures that the proposal can be delivered to the correct purchasing agent without having to open the proposal.

1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Green Bay Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.7 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a Proposal, Proposers affirm their willingness to enter into a contract containing these terms.

1.8 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.9 City of Green Bay Contact Information

The City of Green Bay Purchasing Department administers the procurement function:	Diane Kruse, CPM;C.P.I.M. Purchasing Department 100 North Jefferson St. Room 101 Green Bay, WI 54301 PH: (920) 448-3051 FAX: (920) 448-3050 purchasingag@greenbaywi.gov
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Contacting City staff outside of the Purchasing Department regarding this RFP without written consent from the Purchasing Department may result in your proposal being rejected.

1.10 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the Purchasing Department Buyer listed in Section 1.9.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.11 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to proposal terms, conditions, specifications and dates stated within the proposal package. However, the City of Green Bay reserves the right to disqualify any and all Proposals submitted which include exceptions, if deemed not in the City’s best interests.

1.11 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.12 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.12 Bid Distribution Networks

The City of Green Bay posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet, and DemandStar . The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the proposal distribution network for any such postings. Proposers' failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of Wisconsin
VendorNet System:

State of Wisconsin and local agencies proposal network. Registration is free. <http://vendornet.state.wi.us/vendornet>

DemandStar:

National proposal network – Free subscription is available to access Proposals from the City of Green Bay and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

- 1) Register at: www.demandstar.com/registration
- 2) Enter your E-mail and Company Name
- 3) Choose your Free Agency (Type "WAPP" in the search box).
- 4) Check out with your FREE AGENCY registration by clicking "Skip for now" on the page where it gives you options to add additional Counties and States.

Home Page:

www.demandstar.com

1.13 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

1.14 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all Proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Bidder responding to this request. The City expressly reserves the right to reject any and all Proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.15 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.16 Subcontracting or Third Party Payments

All subcontracting shall be pre-approved upon award by the City before any work begins. Subcontractors must abide by all terms and conditions of the proposal. The prime contractor shall be responsible for all subcontractor(s) work and payment.

1.17 Non-Restrictive Specifications and Vendor Alternates

Specifications are intended to define the general level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features; however the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their proposal, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFP prevents you from offering a proposal, consideration will be given to a Vendor's request for change.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a proposal in its entirety, price proposal information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.20 Contract Quantities

The estimated quantities identified within this RFP are for bid purposes only. The City does not guarantee to purchase any specific quantity or dollar amount. Proposals that state the City must guarantee a specific quantity or dollar amount may be disqualified.

1.21 Proposers Mandatory Requirements/Required Information

For proposals to be considered for evaluation, artists must submit a proposal that includes the following **TABS** with detailed information requested per **TABS** below.

TAB 1 Statement of Interest.

Not to exceed two pages. Address your response to this project opportunity, experience, philosophy and statement of approach, if/how you intend to implement community building and engagement with your work and process. Briefly describe your interest in this public art commission for the City of Green Bay and what you can bring to this project.

TAB 2 Current Resume(s) and Support Materials

Not to exceed two pages for each artist. Include artist's training and professional experience plus additional support material (not to exceed three pages) of press clippings or other relevant materials on past projects.

TAB 3 Representative Work and Documentation

Up to ten (10) previously completed projects that show relevance to this project (not to exceed ten (10) pages). Briefly describe images, including budget for projects, lead-times, completion dates, dimensions, media, project sponsor and other essential information.

Images must be JPEG format, 1920 pixels maximum on the longest side, 72 dpi, with compression settings resulting in the best image quality under 2MB file size

TAB 4 Image Index for Representative Work

An annotated image list, clearly labeled with your full name and information and a numerical listing for each image, the title of the work, budget, year completed, dimensions, lead-time and media. Please use the document: **Image List** located at the end of this RFP.

1.22 Proposal Evaluation

The City's evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the end project that is the subject of this RFP. Proposers may not contact members of the evaluation committee except at the request of the Purchasing Department.

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the City reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

1.23 Proposal Scoring Criteria

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated, and proposals ranked based on the numerical scores received.

1.24 Selection Process – Phase I

The phases of the selection process are described below. If selected as a semi-finalist in Phase I, artists/teams will be invited to submit a site-specific proposal for Phase II. If offered the commission after Phase II of the selection process, the artist/design team selected to receive this commission must have final designs approved by the Redevelopment Authority, other boards and commissions as needed, and WisDOT.

Proposals will be scored using the following criteria: **TABLE 1**

Description	Points
Artwork/Design Approach. Address philosophy and statement of approach, and how artist intends to implement community building and engagement with their work and process	30
Previous Artwork/Representative work and Documentation Submitted is of high quality and conveys creative and unique work.	25
Artistic Experience and Ability for Scheduled Completion and Quality of Work- On-Budget and within Time-frame requirements	20
References/History of Successfully Completed Previous Projects	15
Price	10
TOTAL	100

Phase I – Request for Proposal (RFP)

1. Proposals will be evaluated and scored per criteria listed in TABLE 1 (above) including below Phase 1 Criteria and on proposal submittals along with a review of qualifications and completed projects. The eight (8) highest scoring proposals will be selected for interviews and site-specific proposals.
2. The City's evaluation committee will consist of members who have been selected because of their special expertise (subject experts) and knowledge of the project that is the theme of this RFP. The committee will select semi-finalists per presentations, proposals, and other crit on proposal submittals and a review of qualifications and completed projects. Along with any other criteria they deem necessary for evaluation to proceed to Phase II.

Phase I –Selection Criteria (Table 1)

The following Selection Criteria will be used to review RFP submissions to select semi-finalists whose proposals:

1. Shows relevant professional artistic experience and ability to undertake the design, creation, installation and requirements of this project;
2. Describes the design approach and artistic merit - excellence, originality, creativity, innovation, aesthetic, conceptual and technical quality represented in the submissions;
3. Demonstrates the record of timely completion of projects - experience and ability in meeting deadlines and budgets and in working cooperatively with designers, contractors, engineers and project managers; (References).
4. Features previously completed projects that reflect enduring artistic quality and have operated long-term with minimal maintenance.
5. Price.

1.25 Selection Process – Phase II

Phase II –Design Invitation for Site Specific Proposals

1. Semi-finalists, (it is the City's intention to choose eight (8) semi-finalists from Phase I to move to Phase II chosen from RFP submittals and the evaluation process, will receive a \$500 honorarium fee for the design of concept proposals that will include, sketches, concept paper and detailed budget. The fee shall also cover travel and other expenses associated with any presentations and promotions that may be required.

2. Finalists may be invited to interviews with the Selection Panel to discuss their experience and their approach to public art in general and their response to this Shipyard Underpass Place Making Murals opportunity.
3. A mandatory (may be virtual) briefing session and site visit for semi-finalists will be scheduled in Spring/Summer.
4. Semi-finalists will be required to submit full project proposals and may present sketches/design concepts to a committee, public, and/or city officials.
5. Design concepts may be publicly displayed.
6. Recommendations from the Selection Panel will be forwarded to the Redevelopment Authority and to the City of Green Bay Common Council for final approval.
7. The winning design artist/s, team selected for the project will enter into a professional contract after successful negotiations, which may include Best and Final offer negotiations.

Phase II Proposals will be scored using the following criteria: **TABLE 2**

Description	Points
Project Proposal incorporates the character and context of the site within the surrounding neighborhoods and incorporates community input. Celebrates The Shipyard area and its history. and honors the specific site while maintaining flexibility and timelessness suitable for all of Wisconsin's seasons	30
Community Scores of publicly displayed artwork submitted (if committee chooses to conduct this process).	25
Public Safety. Proposal is suitable for the public and takes into account the use of this site as a transportation corridor for both vehicles and pedestrians.	25
Maintenance and Feasibility. Demonstrates ability to adhere to project timeline and produce a high-quality piece with long term maintenance planned for the future of the work. List materials chosen along with long-term maintenance plan.	10
Price shall include detailed budget	10
TOTAL	100

Phase II –Selection Criteria **TABLE 2**

The following Selection Criteria will be used to review semi-finalist proposals to select the final artist/s whose proposal:

1. Affirms the character and context of the site within the surrounding neighborhoods and incorporates community input within the work and/or process;
2. Celebrates The Shipyard area and its history enlivened with a mix of residential uses, music, sports, restaurants, and other businesses;
3. Honors the design approach including site specificity, flexibility, timelessness, maintainability & durability, as well as sustainability;
4. Takes into account use as a transportation corridor, no features that would be distracting to drivers;

5. Will be aesthetically pleasing in all four seasons; including the artist demonstrating adequate consideration of Wisconsin's freeze/thaw conditions in choice of materials;
6. Will minimize maintenance costs, and provide long term maintenance plan for artwork;
7. Demonstrates the feasibility to design and install within the allowed budget and timeframe as detailed within the agreed upon time of the Committee.

1.26 Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposers after the evaluation process is complete. Alternatively, the highest proposer or proposers may be requested to submit best and final offers. If the City requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposers following that process. However, a proposer should not expect that the City will request a best and final offer. After an award is made, a proposal tabulation summary will be available through DemandStar. Proposal results will not be given over the telephone. Award will be based on overall best value to the City and not based solely on lowest price.

1.27 Partial Award

Unless otherwise noted, it will be assumed that Proposers will accept an order for all or part of the project. It is the intention of the City to award this contract to more than one artist/proposer.

1.28 Negotiate Contract Terms

The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer/s prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the City may negotiate a contract with the next highest scoring proposer.

1.29 Cost Proposal

Purchasing will score the cost proposals by prorating with the lowest cost proposal given the highest score. The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score.

$$\frac{\text{Lowest Cost Proposed}}{\text{Constant}} \times \text{Maximum Points Assigned to Cost} = \text{Score}$$

Other Proposed Cost

Cost Proposals shall be in a separate sealed envelope and submitted within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of the proposer.

1.30 Tax Exempt

The City of Green Bay as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005458. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be requested through the Purchasing Department. Our tax-exempt number is 008-0000428893-07.

1.31 Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or City of Green Bay ordinance provisions that are alleged to have been violated.

The written notice of protest must be filed with the Procurement Manager, Green Bay, WI, 100 North Jefferson St. Room 101, Green Bay, WI 54301, and received no later than 72 business hours after the intent to award notice is issued.

1.32 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

1.33 Ownership and copyright

Artists selected to create the art feature will be required to confirm in writing that they are the original creators of their designs, have not copied anyone else's designs and that their design does not infringe on anyone else's intellectual property rights.

The City shall have ownership and possession of all final products including all finalist concept designs and shall have the exclusive right to display the work, merchandise and make reproductions of the work. Any contract under this program shall recognize the unique responsibilities of a municipality by including a consensual modification of the applicable provisions of the Visual Artists Rights Act of 1990 (17 U.S.C. §106A). However, with the consent of the City Attorney and the approval of the Green Bay Public Arts Commission, the Public Arts Coordinator may enter into an agreement with an artist that does not waive any of the artists VARA rights when the benefits of doing so outweigh the risks of proceeding without the modifications of VARA rights.

1.34 Stakeholders

The selected artist or team will work with a consortium of stakeholders with an interest in improving the structure under the Mason Street Bridge including: Improvement and Services Committee, Parks Commission, Tank Park Neighborhood Association, Seymour Park Neighborhood Association, other unaffiliated residents, On Broadway Inc, Public Works Department, Redevelopment Authority, Green Bay Public Arts Commission, and various other City departments, elected officials, and community stakeholders. The Redevelopment Authority Green Bay Public Arts Commission will be responsible for advancing a recommendation for selection of an artist/s or team based on the criteria below identified within this RFP. The final design for the project will need approval from WisDOT.

2 DESCRIPTION OF PROJECT

2.1 Background

The City of Green Bay seeks to commission an artist(s) to create site-specific exterior murals that will aesthetically enhance the vertical support structures for the Don A. Tillman Bridge next to The Shipyard.

2.2 Project Overview

The City of Green Bay Public Arts Commission is requesting artists to submit qualifications for a public art mural project adjacent to a new mixed-use development being constructed called The Shipyard. The Shipyard Project promises to be a prominent destination within the upper Midwest. Once a center for rail and water transport of raw materials, the now vacated brownfield will be dramatically transformed into a destination of recreation and tourism along the Fox River.

The Shipyard area will serve the City of Green Bay as a showpiece of integrated green infrastructure and resiliency and will be a flexible, adaptable, and ever-changing space. The Shipyard will attract a broad cross section of the population, provide entrepreneurial opportunities, and showcase the playful and creative energies of the city. For further information about this project, please visit <https://greenbaywi.gov/936/The-Shipyard>.

2.3 Community Input

In December of 2018, The Shipyard Neighborhood Investment Strategy, also known as “The Strategy,” was adopted. The Strategy contains goals and overall objectives for the Shipyard area that were identified by City Staff and community stakeholders based on a neighborhood survey. One of the goals listed within the Shipyard neighborhood was the development of community building activities and opportunities.

Objectives identified for the Community Building goal focus on engaging, activating, and empowering residents, property owners, and other community partners to take ownership of their neighborhood. Objectives include:

- Involve residents and property owners in future planning and implementation of changes and improvements to the area
- Create a unique identity for the area
- Celebrate the history and historic structure/sites within the neighborhood area

Building off of this goal, Community and Economic Development staff released a community survey focused on artwork developed for The Shipyard. The survey resulted in the following main findings. (Full survey results can be presented upon request.)

- The Community believes that public artwork should achieve the following:
 - Provide opportunities for people to experience art that enriches their lives
 - Promote pride in Green Bay and make it beautiful
 - Help build and reinforce the city of Green Bay’s identity
 - Bring a sense of whimsy and delight to everyday spaces
- The Community is interested in artwork that:
 - Is focused on nature and the environment
 - Is whimsical
 - Is historical
 - Is abstract

The neighborhoods adjacent to the Shipyard development have seen many improvements in recent years. This project provides an opportunity for an artist or design team, to create a site-specific mural that affirms the unique character of the area and engages the surrounding community. Vehicles will be utilizing this area as they enter and exit the parking lot, so it would not be appropriate to include interactive features that encourage children or adults to “play” with the artwork and/or incorporate elements that could be confused for traffic control signage.

The selected artists, design team, or company will work with the Green Bay Public Arts Commission, various City departments, and stakeholders to develop the final project. A recommendation for selecting one or multiple artists, design teams, or companies will be that of the evaluation team committee and will be based on the submitted proposal materials and other criteria identified below. Green Bay’s Public Arts Commission and Common Council will need to approve the winning design artist(s)/team.

2.4 Site Visit

Each Vendor wishing to submit a proposal shall visit the site for inspection to view the scope of work & specifications. Vendors shall be responsible for all items identified in the specifications as well as additional items that may be identified. Before submitting a Proposal for this work, the Vendor shall examine the project area and familiarize himself/herself with the location and specifications, to determine for him/her the difficulties that will be encountered in the pursuit of the work.

2.5 Potential Materials and Amenities

The Green Bay Public Arts Commission is interested in a mural utilizing materials that are permanent, durable, and vandal-resistant and require minimal maintenance. Amenities and materials for the Shipyard Underpass Art project include: 1) large expanses of vertical concrete pillars 2) riverfront views; 3) The Shipyard development.

2.6 Conceptual Requirements

The artwork must conform to zoning requirements and public safety standards and address issues of vandalism and maintenance to the City's satisfaction.

2.7 Eligibility Criteria

Refer to [Artist/Proposers Requirements](#) below. The competition is open to artists or design teams who have the vision and skills required to complete the art commission within the timeline to the highest standards of artistic innovative and technical expertise and are willing to interact with the community and engage the community throughout the development of the project (design, input, installation, etc.)

The Green Bay Public Arts Commission requires individuals or teams with skills and experience commensurate with the responsibility of successfully completing a major outdoor public artwork with a substantial budget.

2.8 Budget and Honorarium Design Fee

Honorarium for Design Fee

Up to eight (8) artists may be selected as semi-finalists to submit site specific proposals for the second phase of the selection process and will be eligible for a \$500 honorarium budget to include design fee, presentation materials, travel expenses, mandatory site meetings (may occur virtually), presentations and other meetings as necessary, and promotion upon completion.

Art Commission Budget for Site Specific Work

Funding is provided in part by the City of Green Bay Redevelopment Authority's Community Development Block Grant fund and in part from a grant received from the National Endowment for the Arts. The total budget for this project is \$80,000, and shall cover all costs associated with design, artist fees, transportation, permitting, installation, presentation, applicable insurance required of the Artist, tools, engineering and safety review, materials, labor and all related costs required for the completion and installation of the artwork.

2.9 Artist/Proposers Requirements

Proposer must be in the business of artwork for the past three (3) years.

Proposers must supply references of three firms/municipalities to which similar artwork have been provided during the past three (3) years to a comparable-sized municipality, institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Form F to list references.

2.10 Insurance Requirements

Located in Standard Terms & Conditions. Awarded artist must provide Purchasing a Certificate of Insurance and maintain the minimum limits specified for the term of the contract. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A+, and signed by an authorized agent.

2.11 Term

Refer to Standard Terms and Conditions Document

2.12 The Shipyard Park Concept Drawings

The Shipyard park concept contains a multiuse great lawn, a fenced dog park, an interactive play fountain ("splash park"), a playground, an urban beach, walking paths, a shipping container park, and a number of ways to interact with the waterfront including a fishing wharf, kayak launch, and marina.



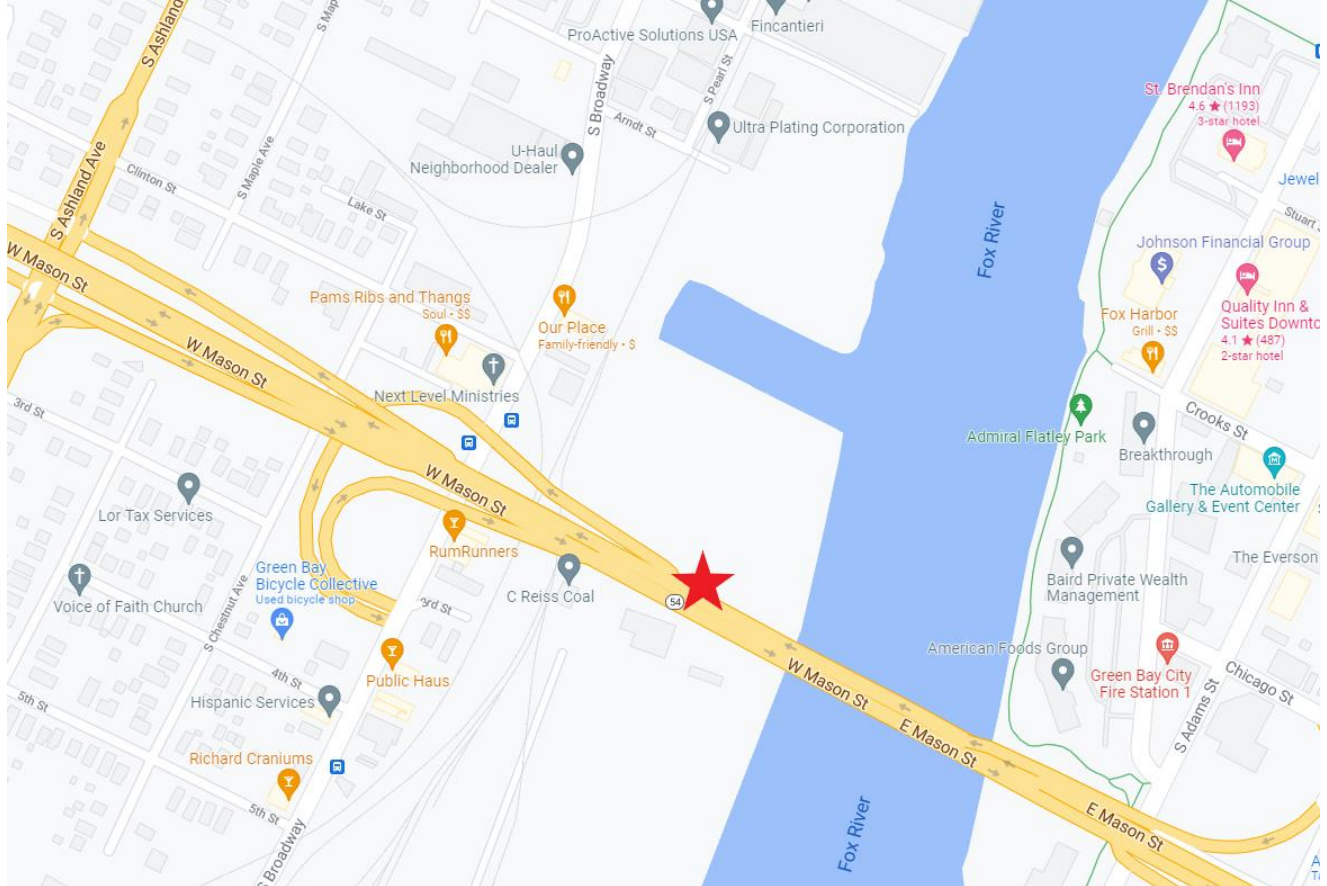
GREEN BAY SHIPYARD

AERIAL PERSPECTIVE

Southern portion of The Shipyard with adjacent parking structure located under W. Mason Street.



Conceptual design for The Shipyard with proposed parking design area filled in with grey, pink and light yellow.



Google maps image showing location of the parking structure next to The Shipyard.



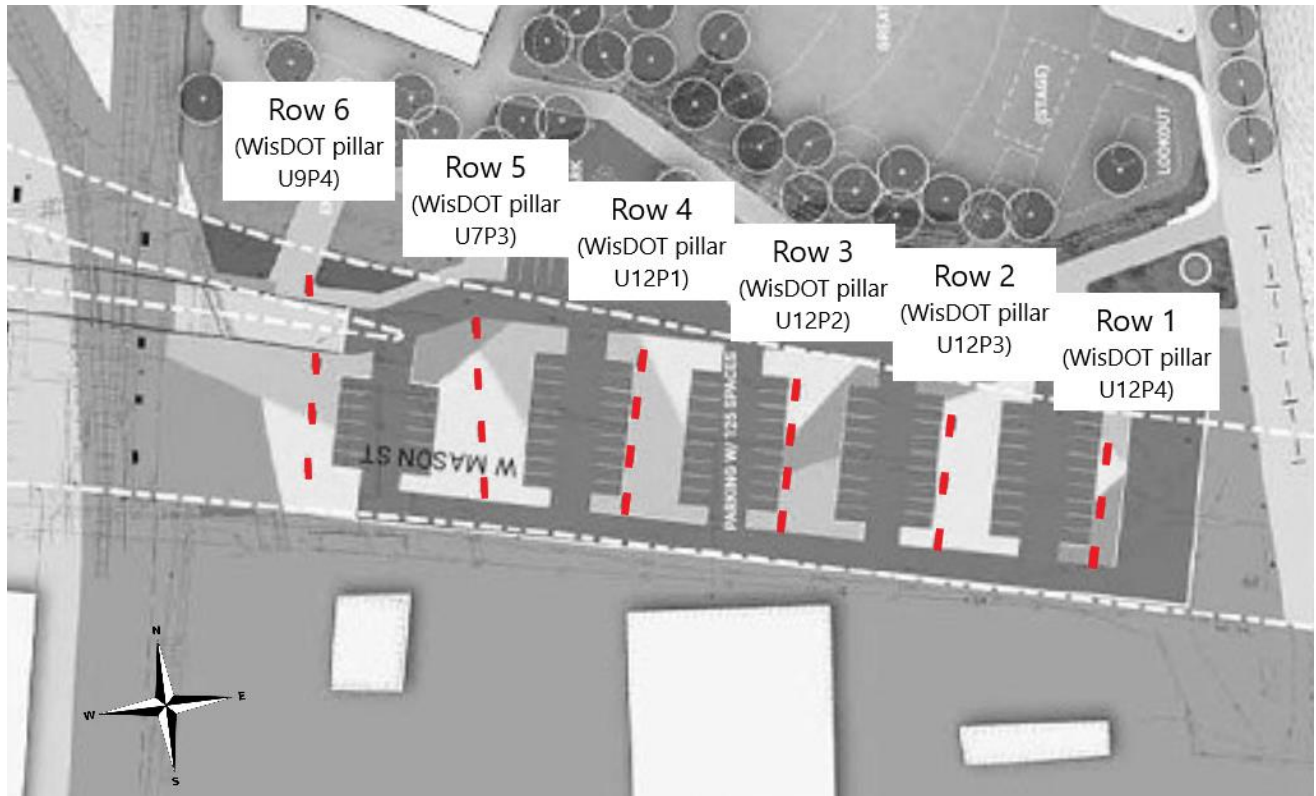
Conceptual design alongside Google maps image outlining proposed project location of Shipyard Underpass mural.

2.13 Specific Project Locations: (Red areas indicate potential mural locations).



Highlighted areas in red indicate potential areas of focus. Row #1 closest to the river looking southeast

The area chosen for this art installation is on the vertical support structures adjacent to the Shipyard site located under the Mason Street (Don A. Tillman) Bridge. The support structures of focus begin along the west bank of the Fox River and stretch towards Broadway. The project focus is on twenty-two (22) vertical support pillars constructed of concrete each measuring roughly 3'x8'x18'. The area is currently utilized for light industrial purposes and parking. The east and west faces of the 22 pillars have been identified as the primary areas of focus for enhancement. Each pillar face measures roughly 8' x 18' and have been highlighted in red to indicate potential areas for mural placement. All or a portion of each pillar face may enhanced to activate the area. The smaller north and south faces of the pillars (3'x18' faces) will be addressed at a later date with volunteer and community stakeholder assistance.



Detail of conceptual design with pillars highlighted in red and rows labeled #1 - #6. WisDOT labels in ().



View closest from the river edge looking southwest over the project area of focus – Pillar rows #1 - #6 highlighted. Pillar row #1 closest. City of Green Bay photo.



Panorama image compiled to show first two rows of pillars nearest the river's edge. View looking east. City of Green Bay photo.



View looking southwest. Pillar row #4 closest in this image. City of Green Bay photo.



View looking west. Pillar rows #4 – #6 highlighted. City of Green Bay photo.



View looking west. Pillar rows #5 - #6 highlighted. City of Green Bay photo.



View looking west. Pillar row #6 highlighted. City of Green Bay photo.

3 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF PROPOSALS

- a. Form A- Signature Affidavit
- b. Form B- Receipt of Forms and Submittal Checklist
- c. Form C- Vendor Profile Information
- d. Form D- Designation of Confidential and Proprietary Information
- e. Form E- Cost Proposal
- f. Form F- References
- g. Image List

**CITY OF GREEN BAY
REQUEST FOR QUALIFICATIONS
RFP #2022-09**

City of Green Bay – Public Art – Shipyard Underpass Place Making Murals

IMAGE LIST

Artist Name: _____

Email Address: _____

Image file #	Artist	Title of Work/Client	Budget	Year Completed	Approx. Dimensions	Medium



Form A: Signature Affidavit

RFP #: 2022-09

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 2022-09

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		N/A
Form B: Receipt of Forms and Submittal Checklist		N/A
Form C: Vendor Profile		N/A
Form D: Designation of Confidential and Proprietary Information		
Form E: Cost Proposal		N/A
Form F: References		N/A
Image List		
Proposal Submittal including all artwork etc.		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Addendum #		
Addendum #		

COMPANY NAME



Form C: Vendor Profile

RFP #: 2022-09

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP



Form D: Designation of Confidential and Proprietary Information

RFP #: 2022-09

This form must be returned with your response.

Material submitted in response to the City of Green Bay's (the "City") Request for Proposal includes at least one formula, pattern, compilation, program, device, method, technique or process that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts to maintain its secrecy. Such information qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5). As such, the proposer asks that the trade secrets contained on certain pages of this proposal, as indicated below, be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

Section Page Topic

*NOTE: Proposers are cautioned that the **ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION, AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.**

IF THE CITY AGREES WITH PROPOSER'S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative) Telephone Number E-mail

Name (Please Print) Company Name

Date Title

NOTE: The City as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document, and 2) identifies the specific information when it occurs within the proposal.

The City's preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation become property of the City.



Form E: Cost Proposal

RFP #: 2022-09

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

Item No.	DESCRIPTION OF ITEMS	Unit Cost	Extended Cost
TOTAL COST			

Questions:

1. What is the lead time after notice to proceed? _____.

COMPANY NAME



Form F: References

RFP #: 2022-09

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS		CITY	STATE ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD		YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS		CITY	STATE ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD		YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS		CITY	STATE ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD		YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK			



3.1 Appendix A

City of Green Bay Standard Terms and Conditions

(STC-Form: 3/5/2020)

General. Throughout this document, "City of Green Bay," "City" and "Purchasing" shall be synonymous and mean the City of Green Bay. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer," "vendor," and "contractor." The phrases "request for proposal," "request for bids," "request for quotes," "quote," "request," "invitation," and "solicitation" shall also be synonymous. As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.

Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFB/RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall along with these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute the entire agreement ("Contract") and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.

If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.

1. **Bid Selection.** This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

2. **Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
3. **Price Proposal.** All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
4. **Price Inclusion.** The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
5. **Pricing and Discount.**
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit prices shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
6. **F.O.B. Destination Freight Prepaid.** Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
7. **Award.**
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
8. **Responsiveness and Responsibility.** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City

with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed Contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

9. Cancellation/Termination.

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. The City may terminate this Contract for any reason, including convenience upon prior written notification to Bidder. Termination for convenience by City will entitle Bidder to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
- c. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
- d. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

10. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

11. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

12. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for one (1) year from the date of receipt. If bidder or manufacturer offers warranty that exceeds one year, such warranty shall prevail.

13. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

14. Nonexclusive Contract. Unless otherwise stated, the City reserves the right to purchase work or materials outside of this Contract.

15. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to thirty (30) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

16. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the purchase order. Send invoices to Bill To address on the purchase order. Do not send invoices to ship to address.

Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

Invoices submitted more than 60 days after the last day of service or after delivery shall not be paid and will be returned to the Vendor.

F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

Tax Exemption. The City of Green Bay is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is 008-0000428893-07.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by

Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

Nondiscrimination. During the term of this Contract, the contractor, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

Prevailing Wage. Where applicable under federal law, the contractor warrants that prevailing wages will be paid to all trades and occupations.

Indemnification. Contractor hereby agrees to indemnify, defend and hold harmless the City of Green Bay, 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 contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, 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 City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Contractor shall reimburse the City of Green Bay, 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 contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Choice of Law and Compliance. This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. The contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

Independent Capacity/Status of Contractor/Tax Filing. The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment. The contractor is informed that as an independent contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the contractor. The contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

Open Records. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

Confidentiality. Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see Open Records) (ii) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Contract or under any federal or state law.

Insurance Requirements.

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self insurance maintained by the City of Green Bay, its officers, council members, agents, employees or authorized volunteers will not

contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. **GENERAL LIABILITY COVERAGE**

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

2. **BUSINESS AUTOMOBILE COVERAGE**

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease - Each Employee

4. **ADDITIONAL PROVISIONS**

- * **Additional Insured** – On the General Liability Coverage, City of Green Bay, Green Bay Redevelopment Authority and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."
- * **Endorsement** -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
- * **Waiver of Workers Compensation Subrogation** - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.
- * **Notice** - City of Green Bay requires written notice of cancellation.
- * **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Green Bay
ATTN: Risk Management
100 North Jefferson St.
Green Bay, WI 54303

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this Contract shall be repaired to the City's satisfaction at the contractor's expense.

Warranty of Materials and Workmanship.

The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The contractor further warrants that all workmanship shall be first class and in accordance with the Contract and shall be performed by persons qualified in their respective trades.

Work not conforming to these warranties shall be considered defective.

This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the contractor of its obligations to furnish materials and workmanship in accordance with this Contract and its specifications.

Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this Contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, Contract requirements and specifications.

Ownership of Contract Product. All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the contractor hereby assigns to City all of the contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the contractor to execute an assignment of ownership in favor of the City before commencing work.

Force Majeure. Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

Software & Technology Purchases.

Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Attorney or I.T. Director through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as waiver of subsequent breach of the same covenant, term or condition.

Assignability/Subcontracting. Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by contractor and employees of contractor.

Amendment. This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

Severability. It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

Authority. Contractor represents that it has the authority to enter into this Contract. If the contractor is not an individual, the person signing on behalf of the contractor represents and warrants that he or she has been duly authorized to bind the contractor and sign this Contract on the contractor's behalf.

Counterparts, Electronic Delivery. This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

City of Green Bay CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Green Bay, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

List all attachments here by name, and attach and label them accordingly.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services along with City of Green Bay Standard Terms and Conditions, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of Green Bay, unless another effective date is specified in the Attachment(s) incorporated in Section 3. The effective date of this Contract shall be insert date. The term of this Contract shall be insert dates or reference attachments as needed.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 23, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 4, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 22 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**
This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.
10. **EXTRA SERVICES.**
The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 22(b). Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 21, unless the Contract is amended as provided in Section 9 above.
11. **NO WAIVER.**
No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
12. **NONDISCRIMINATION.**
During the term of this Contract, the parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
13. **SEVERABILITY.**
It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.
14. **NOTICES.**
All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:
- FOR THE CITY:
- Procurement Manager, Purchasing Department
-
- 100 North Jefferson St. Room 101
-
- Green Bay, WI 54301
-
- FOR THE CONTRACTOR:
-
-
-
-
-
15. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**
The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.
- Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment.** The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.
16. **GOODWILL.**
Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.
17. **THIRD PARTY RIGHTS.**
This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. **CHOICE OF LAW AND COMPLIANCE.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

20. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

21. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

22. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 21 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (7) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 9 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

23. **CANCELATION/TERMINATION.**

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. The City may terminate this Contract for any reason, including convenience upon prior written notification to Contractor. Termination for convenience by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
- c. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
- d. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

24. **INDEMNIFICATION.**

Contractor hereby agrees to indemnify, defend and hold harmless the City of Green Bay, 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 Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, 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 City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City of Green Bay, 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 Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

25. **LIMITATION OF LIABILITY**

City will not be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages. In no event shall City's aggregate liability under this agreement exceed the fees paid to Contractor hereunder

26. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

INSURANCE/INDEMNIFICATION REQUIREMENTS FOR CITY OF GREEN BAY

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self insurance maintained by the City of Green Bay, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. **GENERAL LIABILITY COVERAGE**

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

2. **BUSINESS AUTOMOBILE COVERAGE**

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- C. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

5. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
\$100,000 Each Accident
\$500,000 Disease Policy Limit
\$100,000 Disease - Each Employee

6. **ADDITIONAL PROVISIONS**

* **Additional Insured** – On the General Liability Coverage, City of Green Bay, Green Bay Redevelopment Authority and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”

* **Endorsement** -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

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

* **Notice** - City of Green Bay requires written notice of cancellation.

* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Green Bay
ATTN: Risk Management
100 North Jefferson St.
Green Bay, WI 54303

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. **CONFIDENTIAL INFORMATION**

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential (“**Confidential Information**”) as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. **OPEN RECORDS**

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the “Documents”), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. **FORCE MAJEURE.**
Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
31. **AUTHORITY.**
Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
32. **COUNTERPARTS, ELECTRONIC DELIVERY.**
This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

Don Rimx Previous Work Samples + Resume

Theme: For this project it is important to be able to connect with the communities that make up this city and arouse the curiosity in the people who visit. This is an opportunity to create images that remind us of the history of this territory using symbolic elements. Our goal is to create a visual tour that fills onlookers with inspiration while simultaneously harmonizing with the architecture of the structure.

Engagement: We propose engaging with community leaders, stakeholders, and members of Green Bay to gain much needed in depth knowledge of Green Bay's history and iconic elements. Representation matters the most for retaining a community's history and culture and we plan on making sure our process is inclusive, accurate and collaborative.

We envision a traditional mural painting that will cover the vertical support structures east and west faces. There will be color harmony that fills both pillar faces utilizing contemporary and cultural patterns significant and representative of Green Bay's history. The use of Green Bay's nature, wildlife, history, and culture will provide us with the right inspiration and elements to produce a world class work of art.

Don Rimx Previous Work Samples + Resume



5 Ogden Murals, 2021, each measuring 40' x 50', acrylic on concrete.



Nelson Mandela, 2017, 30'x80', spray paint on brick.

Don Rimx Previous Work Samples + Resume



Sangre Indigena, 2020, 40'x30', spray paint on concrete.

Don Rimx Previous Work Samples + Resume



Sueños Naranja, 2021, 85'x60', acrylic paint on concrete.

Don Rimx Previous Work Samples + Resume



Serenity, 2017, 18'x250', spray paint on concrete.

Don Rimx Previous Work Samples + Resume

Edwin David Sepúlveda aka DON RIMX

EDUCATION

1999 – 2005 B.F.A. Escuela de Artes Plasticas, San Juan, Puerto Rico

SOLO EXHIBITIONS

- 2011** *16 Barras Viejo San Juan, Collaborative Project*, Don Rimx & Alex Seel, La Campechada, Museo de Arte de Puerto Rico, Plaza Colon, PR
16 Barras Collaborative Project, Don Rimx & Alex Seel, The White Train, Space on White, New York, NY
16 Barras The Beginning, The White Train & DIS Micro Gallery, Dumbo Gallery Walk
- 2010** *Art Trek*, La Sala Gallery/Cafe, New York, NY
Supel Tuff, Fresthetic, Brooklyn, NY
- 2008** *Character*, Galeria Comercial, Santurce, PR
Sabemo Lo Tuyo, Labs Project Circa '08, San Juan, PR

GROUP EXHIBITIONS

- 2022** *Onija*, Orlando Museum of Art, Orlando, FL
- 2021** *The Art at the Table*, Museum of Graffiti, Miami, FL
- 2020** *Construct*, Mennello Museum of American Art, Orlando, FL
- 2018** *Triptipico*, Bayamon, PR
Un Caballo, Bayamon, PR
- 2017** *Cero a Cien*, Bayamon, PR
REBOOT, Queretaro, MX
- 2016** *COLECTIVA MONOPATIN 3*, San Juan, PR
ELEMENTZ, Phoenix, AZ
- 2015** *Becks Urban Canvas*, Miami, FL
The Street Museum Pop-Up Show, New York, NY
BSA Urban Nation Project M/7 Persons of Interest, Berlin, DE
UN Gallery Pop-Up Show, Berlin, DE

TEACHING EXPERIENCE

- 2021** Mural Workshop, The Hive School, Cabrera, DR
- 2017** Mural Workshop, Escuela Melchor Ocampo, Queretaro, MX

Don Rimx Previous Work Samples + Resume

2015 Mural Workshop, Big Brothers Big Sisters of NYC, Queens, NY

2014 Celebrity Teacher, Dream School, Sundance Channel

PUBLIC ART COMMISSIONS

2022 Valencia, Orlando, FL

2021 Sueños Naranja, Orlando, FL

Don Rafa, Lares, PR

Jose “Chico” Lind, Dorado, PR

Makers Mark Remarkable Cities Miami, FL

Birds of Passage, Ocala, FL

La Visión Guiada, Spokane, WA

Perfil Ancestral, Ogden, UT

Mano Trabajadora, Ogden, UT

La Union, Ogden, UT

Mrs. Rodeo, Ogden, UT

Joe McQueen, Ogden, UT

Raza Brava, Bayamon, PR

2020 El Tambor Mayor, Guaynabo, PR

Sangre Indigena, Roxbury, MA

Campesino, Durham, NC

What Happened to Our School, Old Fort, NC

Curiosidad, University of FL, Gainesville, FL

2019 La Cosecha, Old Fort, NC

De Camino al Rio, Loiza, PR

Olor a Azucenas El Perfume Del Barrio, Brooklyn, NY

Mano de Piedra, Panama City, Panama

La Obra “Obi (El Coco)”, Loiza, PR

Siembra y Cosecha, Yauco, PR

2018 Hollywood High School, Los Angeles, CA

Collaboration 101, Oakland, CA

Armonia de Viento, Hialeah, FL

Downtown Traffic Boxes, Odessa, TX

Hartford Paint the City, Hartford, CT

2017 Tato Laviera, Spanish Harlem, NY, NY

Don Rimx Previous Work Samples + Resume

Nelson Mandela, Grove Hall, Boston, MA
Underground at Ink Block, Boston, MA
Walls of Phohoa, Orlando, FL
El Cacique Guerrero, Lynn, MA
Tirando Con Piquete, Salem, MA
El Chaman, Orlando, FL
Nativo Americano, Brooklyn, NY
Tezcatlipocas, Queretaro, MX
Vejigante, Ponce, PR

AWARDS and GRANTS

2019 Americans for the Arts Public Art Network (PAN) Year in Review – Grove Hall
Mural Series – Nelson Mandela Mural, Boston, MA
2017 Quincy/Grove Hall Grant – Nelson Mandela Mural, Boston, MA
Presented with the Key to the City of Lynn, MA
2008 Winners of Graphopoli Urban Art Biennale, Puerto Rico with Art Crew
CoroGrafico

PUBLICATIONS and WEB

2022 *Mural rises on EA's downtown Orlando building, but COVID delays opening day*, Orlando Sentinel, print & web (February 2022)
Mural reveal puts Electronic Arts one step closer to opening day, web (February 2022)
2021 *Downtown Ogden mural project complete: 'It's all about us, all of us.'*, Standard Examiner, print & web (June 2021)
Painting the Town Red, Standard Examiner, print & web (June 2021)
Nueva vida a un centro que rescata vidas, El Nuevo Dia, print & web (April 2021)

Ernesto Maranje Previous Work Samples + Resume

Hi there - my name is Ernesto Maranje. I am a Miami-based painter and muralist. I would love the opportunity to create a mural proposal for the wall at the Shipyard Underpass. When painting a mural, I always hope to bring happiness, beauty and pride to the community.

My work is a way for me to express my curiosity in various flora and fauna as they evolve over time. I'm especially keen on representing birds, bears, apes, and big cats; namely their various species, their evolution, their habitat, and their relationship to other living things.

I've worked on dozens of public arts projects in the past, most of which have focused on nature and the environment, and many of which have had a community engagement component:

- ["Native Song"](#) for the city of North Miami – North Miami, FL. The mural incorporates native plants and animals: an American Goldfinch, a Summer Tanager, a Monarch butterfly, a Miami Blue butterfly, an Atala butterfly, bald cypress trees, bougainvillea and slash pine. Before It's Too Late used augmented reality to help the mural come alive with the "Liberty Gardens AR" app. With the app, you can scan the mural for an augmented reality experience.



- ["Reflections Through Flora"](#) for the City of Ocala's Cultural Arts and Sciences Division – Ocala, FL. This mural was painted in the downtown area of Ocala. It also features Florida wildlife: a Florida black bear, roseate spoonbills, monarch butterflies, bald cypress trees and sabal palms. Plants were installed in the bear's ears and nose, which make this mural a piece of "living" art.



Ernesto Maranje Previous Work Samples + Resume

- ["Curiosity"](#) for Konover South – Miramar, FL. This mural features a Florida panther and a zebra longwing butterfly. While most often a predator, the panther is instead gazing curiously at the butterfly, which represents how we are curious and intrigued by the nature we see all around us.



- ["The Guardian"](#) for aptART – Portland, OR. This mural was painted with aptART in collaboration with p:ear, a non-profit that works with Portland's homeless youth. About 15 kids came and helped complete with mural. It gave them a chance to learn about mural art, and it gave me a chance to meet kids and help pass the love for art onto them.



These experiences have helped develop my craft in countless ways. I've developed techniques to paint faster to meet tight deadlines, painted in collaboration with other artists, and have worked to create multi-faceted murals that incorporated other crafts, like horticulture and fabrication. This has made me more well-rounded, appreciative, and has driven me to learn more about art, different artists, and other communities.

Ernesto Maranje Previous Work Samples + Resume

ERNESTO
MARANJE

artist / muralist



Education

Miami International University of Art & Design (2013 - 2015)

Exhibitions

Solo shows

- "Chrysalis" – Wyn 317 Art Gallery – Miami, FL (2019)
- "Symbiotic Behavior" – Wyn 317 Art Gallery – Miami, FL (2016)
- "Grand Terrarium" – Wyn 317 Art Gallery – Miami, FL (2015)

Group shows

- "Agents of Change" – Goldman Global Arts Gallery – Miami, FL (2021)
- "Wynwood Walls Anniversary 10 Year Retrospective" – Goldman Global Arts Gallery – Miami, FL (2020)
- "This is Now" – Wyn 317 Art Gallery – Miami, FL (2018)
- "humanKIND" – Goldman Global Arts Gallery – Miami, FL (2017)
- "Refuge In Paint: a retrospective of street art with youth in Jordan, Turkey, Iraq, and Syria" Gary Nader Art Centre – Miami, FL (2017)
- "Underground" – GraffitiStreet – Chichester, UK (2016)

Awards

- National Association of Counties (NACo) Achievement Award in Arts, Culture and Historic Preservation for Broward County (2021)
- Named "Best Mural" by Fort Lauderdale Magazine (2021)

Selected Murals

United States

- "Ferdinand" for the City of Odessa – Odessa, TX (2022)
- "FAU Owl" for Florida Atlantic University – Boca Raton, FL (2022)
- "Patch of Heaven" for Patch of Heaven Sanctuary – Miami, FL (2022)
- "Planes of Perception" for Goldman Global Art's Wynwood Walls – Miami, FL (2021)
- "Abuelita" for the University of Florida – Gainesville, FL (2021)
- "Curiosity" for Konover South – Miramar, FL (2021)

Ernesto Maranje Previous Work Samples + Resume

- "Pets Bring Us Together" for Chewy – Miami, FL (2021)
- "Tropical Triptych" for the Midpoint Bridge – Miami, FL (2021)
- "Reflections Through Flora" for the City of Ocala – Ocala, FL (2020)
- "Renewed Vision" for Florida Power & Light – Miami, FL (2020)
- "Rebirth" for Cirque du Soleil – Fort Lauderdale, FL (2020)
- "Ananda" – Fort Lauderdale, FL (2020)
- "Sentries" for Goldman Global Art's Wynwood Walls – Miami, FL (2019)
- "Native Song," for the city of North Miami – North Miami, FL (2019)
- "Avian Odyssey," for Broward County at Port Everglades – Fort Lauderdale, FL (2019)
- "Falcon" for Allentown's City Center – Allentown, PA (2019)
- "Panther" for Dillard High School – Fort Lauderdale, FL (2018)
- "Mima" for Santa Clara Elementary School – Miami, FL (2018)
- "Tiger" at FAT Village Arts District – Fort Lauderdale, FL (2018)
- "Camillus House" for Camillus House – Miami, FL (2018)
- "Whale" – Dallas, TX (2018)
- "Panda" – Miami, FL (2018)
- "Main Course" for Lighthouse of Broward County – Fort Lauderdale, FL (2018)
- "Florida Wildlife" for Frank C. Ortis Art Gallery & Exhibit Hall – Pembroke Pines, FL (2017)
- "With or Without Us" with the Pangeaseed Foundation – Miami, FL (2017)
- "The Guardian" with aptART – Portland, Oregon (2016)
- "Turtle" for the Downtown Hollywood Mural Project – Hollywood, FL (2016)
- "Peace Nest" for North Hialeah Elementary School – Hialeah, FL (2016)

Abroad

- "Raccoons" with artist Kraser – La Victoria, Spain (2018)
- "Oso" – Cartagena, Spain (2018)
- "Once Upon a Time" with aptART - Athens, Greece (2018)
- "The Rhino and the Oxpecker" with aptART – Beirut, Lebanon (2017)
- "Parents Are Our Homeland" with aptART – Sulaymaniyah, Iraq (2017)
- "Grace" with aptART – Erbil, Iraq (2017)
- "Horse" with ArtUnitedUs – Odessa, Ukraine (2017)
- "Elephant" with ArtUnitedUs – Odessa, Ukraine (2017)
- "Dance for Prosperity," with ArtUnitedUs – Kyiv, Ukraine (2016)
- "Songs Of Harmony," with ArtUnitedUs – Kyiv, Ukraine (2016)
- "Serenity," with ArtUnitedUs – Kyiv, Ukraine (2016)
- "Camel" with aptART – Kingdom of Jordan (2016)

Ernesto Maranje Previous Work Samples + Resume

Press

2022

- [Go Riverwalk Magazine](#): feature magazine story on page 38
- [Odessa American](#): digital story covering "[Ferdinand](#)" mural

2021

- [beChewy](#): press release covering "[Pets Bring Us Together](#)" mural
- [The Independent Florida Alligator](#): digital story covering "[the Tonic of Wildness](#)" mural

2020

- [Ocala News](#): digital story covering "[Reflections Through Flora](#)" mural
- [ArtBurst](#): digital story covering "[Native Song](#)" mural
- [Medium](#): digital story covering "[Rebirth](#)" mural
- [National Geographic en Español](#): digital story covering Wynwood Walls and "[Sentries](#)" mural
- [City Center Allentown](#): press release covering the "[Falcon](#)" mural
- [Noor Tagouri](#): Award-winning journalist video interview covering art and community

2018

- [Landscape Architecture Magazine](#): magazine story covering the mural "[Main Course](#)"

2017

- [Forbes](#): digital story covering the Johnny Walker Blue Label Miami Edition bottle design
- [Montana Cans](#): digital blog covering "[the Rhino and the Oxpecker](#)" mural
- [Montana Cans](#): digital blog covering [murals painted for World Refugee Day](#)
- [Juxtapoz](#): digital story covering the "[With or Without Us](#)" mural
- [Sun Sentinel](#): digital story covering the "[Florida Wildlife](#)" mural

2016

- [Street Art News](#): digital story covering "[the Guardian](#)" mural

Ernesto Maranje Previous Work Samples + Resume

1. "Ferdinand"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 30' x 100'

Location: Odessa, TX

Year: 2022

Lead time: 2 weeks

Budget: \$50k

Client: The City of Odessa, TX / Odessa Arts

Description: The piece features a Texas longhorn, lovingly named Ferdinand. It also includes two bird species native to Texas: a golden cheeked warbler and a barn swallow. The mural makes use of the building's structure by incorporating an anamorphic design that wraps the bull around the corners of the garage.

Learn more: <https://www.maranje.com/projects/odessa-longhorn>



Ernesto Maranje Previous Work Samples + Resume

2. "Curiosity"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 20' x 40'

Location: Miramar, FL

Year: 2021

Lead time: 3 weeks

Budget: \$24k

Client: Konover South

Description: The piece features Florida wildlife, namely a Florida panther and a zebra longwing butterfly. While most often a predator, the panther is instead gazing curiously at the butterfly, which represents south Florida's residents and how we are curious and intrigued by the nature we see around us.

Learn more: <https://www.maranje.com/projects/miramar-park-place>



Ernesto Maranje Previous Work Samples + Resume

3. "Abuelita"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 20' x 100'

Location: Gainesville, FL

Year: 2021

Lead time: 2 weeks

Budget: \$20k

Client: The University of Florida

Description: The mural was painted for the University of Florida's Institute of Hispanic-Latino Cultures. It features an abuela/grandmother in her garden surrounded by plants and animals, which each represent a Latin American or Hispanic country.

Learn more: <https://www.maranje.com/projects/abuelita>



Ernesto Maranje Previous Work Samples + Resume

4. "Rebirth"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 30' x 40'

Location: Ft. Lauderdale, FL

Year: 2020

Lead time: 1 week

Budget: \$5k

Client: Cirque du Soleil

Description: The mural depicts a Cirque du Soleil performer as a phoenix to celebrate their show, Alegria. The mural was created during Fort Lauderdale's Art and Design Week.

Learn more: <https://www.maranje.com/projects/cirque-du-soleil-alegria>



Ernesto Maranje Previous Work Samples + Resume

5. "Renewed Vision"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 8' x 150'

Location: Wynwood, FL

Year: 2020

Lead time: 2 weeks

Budget: \$15k

Client: Florida Power & Light (FPL)

Description: The mural was painted for Florida Power and Light's (FPL) new battery storage facility in the heart of Wynwood, Miami. It features a panther and flamingo gaining energy from the sun and solar panels.

Learn more: <https://www.maranje.com/projects/renewed-vision-fpl>



Ernesto Maranje Previous Work Samples + Resume

6. "Reflections Through Flora"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 30' x 70'

Location: Ocala, FL

Year: 2020

Lead time: 4 weeks

Budget: \$40k

Client: The City of Ocala, FL / The City of Ocala's Cultural Arts and Sciences Division

Description: The mural features lots of vibrant Florida wildlife: a Florida black bear, roseate spoonbills, monarch butterflies, bald cypress trees and sabal palm trees. Trellises were installed to hold plants, making the mural three-dimensional and turning this piece into "living" art.

Learn more: <https://www.maranje.com/projects/reflections-through-flora>



Ernesto Maranje Previous Work Samples + Resume

7. "Native Song"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 30' x 90'

Location: North Miami, FL

Year: 2019

Lead time: 4 weeks

Budget: \$15k

Client: The City of North Miami, FL

Description: The mural depicts a delicate Florida ecosystem including two birds, an American goldfinch and a summer tanager, along with various Florida butterflies, bees and flora. An augmented reality app, "Liberty Gardens AR," was also created to help the mural come to life and educate visitors.

Learn more: <https://www.maranje.com/projects/native-song>



Ernesto Maranje Previous Work Samples + Resume

8. "Falcon"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 60' x 50'

Location: Allentown, PA

Year: 2019

Lead time: 2 weeks

Budget: \$15k

Client: The City of Allentown, PA / City Center Allentown

Description: A falcon was painted for City Center Allentown for Downtown Allentown's Artswalk project. The 60-foot bird was painted on the Sovereign building.

Learn more: <https://www.maranje.com/projects/falcon>



Ernesto Maranje Previous Work Samples + Resume

9. "Avian Odyssey"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 475' x 1,000'

Location: Fort Lauderdale, FL

Year: 2019

Lead time: 8 weeks

Budget: \$90k

Client: The City of Fort Lauderdale, FL / The Broward County Cultural Division / Port Everglades

Description: The mural was painted 1,000 feet high on the Harbormaster Tower of Port Everglades. It features two bird species native to south Florida: the ruby-throated hummingbird and the American white ibis. The mural was the 2021 winner of the NACo Achievement Award in Arts, Culture and Historic Preservation for Broward County. It was also named Fort Lauderdale Magazine's "Best Mural" of 2021.

Learn more: <https://www.maranje.com/projects/port-everglades>



Ernesto Maranje Previous Work Samples + Resume

10. "Serenity"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 175' x 50'

Location: Kyiv, Ukraine

Year: 2016

Lead time: 2 weeks

Budget: n/a, for non-profit

Client: ArtUnitedUs / The City of Kyiv, Ukraine

Description: The 16-story mural was painted along with two others as a part of an arts revitalization project with ArtUnitedUs for the city of Kyiv after the conflicts of 2014.

Learn more: <https://www.maranje.com/projects/artunitedus>



Mz.Icar Previous Work Samples + Resume

Mz. Icar is an anonymous art collective comprised primarily of Black Women. Our name is racIzM, backward. Our members comprise of an Illustrator, Photographer, Designer, Prop stylist, Street Artist, and Collage Artist. We started this collective to create works that celebrate Women, Global Blackness, and Play. We create narratives in the form of geometric mixed-media street art and fine art that explore histories and imagine the best-case scenario future from the perspectives of women and people of color.

Our work has been exhibited at Pyramid Hill Museum in OH, MINT Gallery Atlanta, Culture House DC, Welancora Gallery, The Leroy Neiman Gallery, Westwood Gallery, i-20 Gallery, WNYC Radio's Green Space, Rush Gallery, Andeken Gallery, SXSW and the Manifest Hope Art for Obama Democratic Convention Gallery Exhibition. We have done site-specific installation work at Etsy's HQ, Publicis, and branded art projects for Ms. Lauryn Hill's world tour, Essence magazine and Nickelodeon. Our Value series was included in the 2020 Photoville Exhibition, Downtown Brooklyn. We are cohorts of Philadelphia's 2021 Fellowship for Black Artists, Presented by Mural Arts Philadelphia.

Our mural projects are as follows:

'Imagine' Luna Park , Coney Island, Brooklyn NY Mar 2022

'We Are Culture', sponsored by BET, Philadelphia PA Oct 2021

'Together' City Of Boston Transformative Mural, Boston MA Oct 2021

'STAY UP' The Myrtle Avenue BID, Brooklyn NY Jun 2021

'Visionary' New York University, CMEP Building, New York NY 2018

'SEE ME' Cambridge BID in partnership with Street Theory gallery, Cambridge MA Oct. 2020

'Side By Side' The YWCA, Wocester, MA Jan 2021

'Fluidity' Seismique, Houston TX June 2021

'Visionary In You' Solid Black Project, sponsored by Doritos in Philadelphia PA 2021



*We are legally structured as an LLC. If selected to participate legal names will be provided on a need-to-know basis.

Mz.Icar Previous Work Samples + Resume



Title: FLUIDITY

Contribution: Lead Artist

Location: Seismique, HOUSTON TX, 2021,

Size: 43 ft x 29 ft

Medium: Spray Paint on a Concrete Wall with Mural Cloth

'Fluidity' is a piece that honors the legacy and journey of the ancestors; it was created in celebration of Juneteenth

Mz.Icar Previous Work Samples + Resume



Title: FLY 2.0

Contribution: Lead Artist

Location: Brooklyn Children's Museum, Brooklyn NY, 2022,

Size: 55 in x 70 in

Medium: Mixed Media Illustration

The future is what we make, manifest, dream, put intention and or action into combined with the will of the universe. This piece represents that growth journey and possibility. It's a stoic unyielding recentring of power and value.

Mz.Icar Previous Work Samples + Resume



Title: SEE ME

Contribution: Lead Artist

Location: 541 Mass Ave behind Rev Clinics Cambridge MA Painted in Oct 2020 Budget: \$10000

Size: 15 ft x 45ft

Medium: Spray Paint on a Concrete Wall with Mural Cloth

"It is a reminder to walk with eyes open. Through color and composition, this piece explores the positive impact of representation and the lasting inspirational value of being able to see oneself iconically depicted"

Mz.Icar Previous Work Samples + Resume



Title: Side By Side

Contribution: Lead Artist

Location: YWCA, Worcester, MA, 2021,

Size: 5' 8 1/3" hgt. x 13' 5 1/2"

Medium: paint and Mixed Media Illustration and photography, on canvas

'Side-By-Side' is a visual tribute to Linda Cavioli's service and commitment to the YWCA's mission of eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all. It is a bright, empowering, and bold celebration of her contributions and serves as a reminder of the YWCA's goals and values.

Mz.Icar Previous Work Samples + Resume



Title: Since Day

Contribution: Lead Artist

Germantown, Philadelphia PA

Size: 16.5 ft tall X 36ft wide Medium: Oil paint on Cinderblock wall

'Since Day', is an exploration of rhythm and movement. A visual depiction of the grit, flow, and beautiful connections that swirl throughout Philadelphia.

Mz.Icar Previous Work Samples + Resume



Title: STAY UP

Contribution: Lead Artist

Location: On Myrtle Ave in Fort Greene Brooklyn, NY Budget \$5000

Size: 8 ft tall X 21ft wide

Medium: Mixed Media paint on wall

This piece was created as an offering to the Ft Green Community and a reminder to root and find buoyancy in navigating life.

Mz.Icar Previous Work Samples + Resume



Title: The Full Set

Contribution: Lead Artist in collaboration with Kendra Stepp-Davis

Location: Mobile Sculpture - pictured in Brooklyn NY

Size: 20ft hi x 6 ft wide x 6ft

Medium: Photobased inflatable

'Full Set' is a playful origin story that plays with the complex intersectionality of American Culture. It creates a reason to (socially distantly) gather, connect, and celebrates Blackness. Kendra Stepp Davis and I created this piece for the Culture Rooms as a way to connect with authentic self engage with play and creativity.

Mz.Icar Previous Work Samples + Resume



Title: Together

Contribution: Lead Artist

Location: Boston, MA 2021

Budget \$75,000

Size: 15ft high x 75ft wide

Medium: Spray Paint on a Concrete Wall with Mural Cloth

'Together' is a colorful love letter that serves as a reminder that we are connected, valuable, and on a journey. We had the privilege and honor to meet with the staff and guests of the Engagement Center, hear their stories, hopes for the future, and learn about how this future is coming to fruition. The concept of meeting people where they are at is a strong example of radical love. We attempted to channel this into the piece in question via the creation and engagement portion of the project. For the engagement component, we met with both staff and guests and posed the question, "How would you like to feel upon entering the 'Engagement Center?'" Within the responses, there was a strong focus on the community, togetherness and relief. We decided to use the words 'Together' and 'Relief' to create a colorful beacon that embodies those feelings in a buoyant manner.

Mz.Icar Previous Work Samples + Resume



Title: Visionary In You

Contribution: Lead Artist

Location: Philadelphia PA, 2021,

Size: 9ft x 50ft

Medium: Mixed Media Illustration, vinyl on glass

This piece was commissioned by Doritos. It's a reminder of space, proximity and our obligations to each other. The way folks connect with spaces is very important. These spaces are/were designed. they are/were intentionally created for various uses and when they fall into decay ruin or abandonment it's important that we understand that these can be repurposed. It's also imperative to know that the same applies in our own personal communities and spaces. The visionary in you is a recognition of each other and our best selves. It's a celebration of connection.

Mz.Icar Previous Work Samples + Resume

{EXPERIENCE}

2018-Present

Mz.Icar LLC Collective Brooklyn, NY and Philadelphia, PA: Artists

Projects include exhibitions, public installations in NYC, Murals on NYU's campus, Myrtle Ave, Brooklyn NY, Seismique Mural in Houston TX and Downtown Cambridge, MA Mural as well as producing conceptual art and art direction for Ms. Lauryn Hill's World Tour.

2007-2018

Junkprints: Brooklyn, NY and Philadelphia, PA: Artist/Maker

Mixed media work exploring the generalization and categories. The art is comprised of 3D collage, mixed media illustrations as well as had cut paper, and installations. The main venture of Junkprints is mixed media art. Offshoots of Junkprints include a blog, product development, showcase events, visual installations and prop making for other brands, including InStyle Magazine, Nine West, Nickelodeon, Pepsi, and Etsy.com.

2005-Present

Photographer: Brooklyn, NY

Commercial photographer. clients include Revlon, L'Oreal, Essence Magazine, Creme of Nature, Bombas and Tarte Cosmetics

2006-2007

Guild Visual Works: Brooklyn, NY: Art Director

Select work and duties included managing a small team of production artists, budgeting projects and maintaining time lines for the following clients and projects.

{EDUCATION}

2016 Philadelphia Mural Arts Training Program

2004 Ryerson University, Photography/Graphic Communications, B.F.A. Honors

2001 Ontario College of Art and Design, Visual Arts Foundation Studies

2000 Arts Students League of Denver, Drawing/Painting

1999 New York School of Visual Arts, Photography Summer Program Scholarship

{KNOWLEDGE}

Tactile Skills: Freehand and digital Illustration, painting, prop building, sewing and sourcing, color, typography, Digital and Analog Photography

Software Skills: Photoshop, Illustrator, Indesign, Dreamweaver, Microsoft Office, Wordpress, CSS

Mz.Icar Previous Work Samples + Resume

{EXHIBITIONS}

- 2021 'Represent' (March 2022-April 2022) Paradigm Gallery curated by Ginger Rudolph, Philadelphia PA
- 2021 'Sweet Discord' (July 31 to September 25, 2021) MINT Gallery's 8th Annual Juried Exhibition curated by Lauren Jackson Harris and Daricia Mia DeMarr of Black Women In Visula Arts, Atlanta GA
- 2021 'Philadelphia Mural Arts Black Fellowship Cohort Group show' Rush Gallery, Philadelphia PA, Curated by Ginger Rudolph and Noah Smalls
- 2021 'Love This Time' curated By Atiba T. Edwards, Myrtle Ave Brooklyn Partnership, Store window Exhibition (Feb)
- 2021 'UNRAVELED: Confronting The Fabric of Fiber Art' Group Show, Untitled Gallery, NY, NY Curated by Indira Cesarine
- 2020 'VALUE: In Terms of Iconography, Brooklyn, NY photo series selected PhotoVille Festival (Sep-Nov)
- 2018 'a map for this place: 43°73 n, 79°61 w' Group Show, Curated by Safia Siad, Humber College's North space & L Space Galleries, Toronto Ontario (Sep-Oct)
- 2017 'Taking Shape' NU Hotel, Brooklyn, NY in conjunction with the Gowanus Open Studios (Oct-Dec)
- 2017 'Hands On Love' Group Show, Curated by Charlotte Mouquin and Richie Richardson, The Living Gallery, in conjunction with the Bushwick Open Studios, Brooklyn, NY (Sep)
- 2017 '#ElectricRainbowDaydreams' Solo Show Curated by Daricia Mia DeMarr, Welancora Gallery, Brooklyn, NY (Jun-Aug)
- 2016 'Explorations In Nude' Solo show Pyramid Hill Sculpture Park and Museum (Oct. and nov.)
- 2016 'The Art of Her Story' Group Show Curated by Ivy Jones, Welancora Gallery, Brooklyn NY (Mar-Jun)
- 2014 'Women's Work' Group Show Curated by Misha McGlown, LeRoy Neiman Art Center, New York, NY (Mar.)
- 2014 'Black Future Month' Group Show Curated by Danilo McCallum, Toronto ON (Feb.)
- 2014 'Black Artstory Month 2014' Curated by Daonne Huff, Brooklyn, NY (Feb.)
- 2013 'Curate NYC' Online Exhibition Curated by Danielle Burns-The Houston Museum of African American Culture (Dec.)
- 2013 'NYC25' Westwood Gallery, New York, NY (my project 'The NYC Future Project' won Best of show) New York, NY (Oct.-Nov)
- 2012 'Guaranteed' solo show, Redding Gallery Wilmington DE (Feb)
- 2012 'Black Hair: Black Identity' Group Show Curated by Peridot Smith exhibition at Iona College, New Rochelle, NY (Jan-Feb)
- 2012 'Currency' Supernova Gallery, Curated by Brian Tate and sponsored by The Queens Arts Council, Queens, NY (Jun)
- 2011 'Make Skateboards' Curated By Scott Ogden and Jonathan Lavoie, I-20 Gallery, New York, NY (Jul-Sept.)
- 2009 'Voices from the Boroughs' WNYC Radio's Greene Space, New York, NY
- 2008 'Manifest Hope,' for the Democratic Convention, Andeken Gallery, Denver, CO
- 2004 * "Good Housekeeping," Samuel J. Zacks Gallery, York University, Toronto ON
- 2004 * "Good Housekeeping," Ryerson 3rd Floor Gallery, Toronto ON
- 2000 "Is Hip Hop Dead?," Ontario College of Art and Design Gallery, Toronto, ON

{PUBLIC ART & MURALS}

- Imagine 2022 Brooklyn, NY, Commissioned by Luna Park Coney Island
- TOGETHER' 2021 Boston, MA, Commissioned by the City of Boston
- 'Since Day' 2021 Philadelphia, PA Solid Black Project Mural sponsored by BET
- 'Visionary In You' 2021 Philadelphia, PA BET Black Canvas Mural Project, sponsored by Doritos
- 'STAY UP' 2021 Brooklyn, NY Myrtle Ave Business Improvement District Mural in Partnership curated by Atiba T. Edwards
- 'Fluidity' 2021 Houston TX, Seismique Museum Mural
- 'Empathy' 2020 Brooklyn, NY Art on public trash receptacles throughout downtown Brooklyn curated by FOKUS
- 'SEE ME' 2020 Cambridge, MA Business Improvement District Mural in Partnership with Street Theory Gallery
- 'VISIONARY' 2018 New York, NY New York University CMEP Mural

Yulia Avgustinovich Previous Work Samples + Resume

Letter of Interest

I am writing this letter to you to express my interest to create murals on the vertical support structures for the Don A. Tillman Bridge next to The Shipyard.

- I've been a muralist for more than 15 years and have had over 10 years of art education. Throughout my public art career, I've created dozens of large-scale public art projects, handled large budgets, and managed hundreds of volunteers. I worked with municipalities, universities, recreational centers, art funds, and the private sector all over the United States always delivering the artwork in a timely manner, within a budget, and in the highest quality possible.

I've created numerous projects with the collaboration of other artists, and members of surrounding communities with varying levels of art skills. I have ample experience working with very large groups of people, making the process fun and successful. In the last few years, I've had many projects evolving community engagement. Volunteers have helped me paint murals, and have been engaged in the creation of the designs.

- Nature is my main topic of inspiration. I love every aspect of its flora and fauna. With my murals, I want to bring nature back into our concrete cities. Cheerful and bright colors of flowers and greenery of leaves bring joy and warmth to the mural's onlookers even in the winter months. I love the intricacy of each flower and its smallest petals and leaves. With my art, I try to convey its complexity and its beautiful essence. Working on my murals, even the largest of them; I use the smallest brushes to paint intricate details. I want my murals to be similar to nature, how the largest trees consist of the smallest leaves and tiny veins, beautiful from far away, but also alluring to look at up close.

In my public works, I create timeless, original, site-specific projects. I combine artistic self-expression with the needs of the community for which I'm creating the art.

I love creating powerful murals that no one can pass by untouched. I've found that my true passion lies in bringing art out of galleries and studios and making it accessible to everyone. I am a lifelong believer in the magic of art and how one mural the capacity to beautify extremely large areas, can improve the feel of the community, make it safer, and more beautiful, brings people together, and help communities to thrive. That's why I'm so excited to make a mural for this project. My painting will inspire and uplift, it will bring joy and delight to people's lives, will create a sense of identity, for the Shipyard, and help it become a truly enjoyable place where people can experience art daily.

- My approach to creating a piece of art for this project is to unite every unique aspect of a place by studying the surroundings and getting to know the context, history, community, traditions, culture, nature, and architecture of the place. I'd like to have input from the community regarding the cornerstone facts, figures, and elements of the area, and what people would most like to see featured on the murals. By artistic means and professional knowledge, I'll combine all this information and characteristics to work together in a harmonious and organic mural that will become a memorable landmark and pride of the community.
- I'd like to involve people from the surrounding community in painting the mural both directly on the wall and on parachute cloth. The areas of the mural that are easily accessible from the ground will be painted with volunteers directly on the wall. Some areas of the mural, the most alluring to the community members but that are too high off the ground and not safe for them to paint, I plan to paint with them on parachute cloth on the ground/ off-site. These pieces later will be

Yulia Avgustinovich Previous Work Samples + Resume

installed on the bridge structures. With some touchups and the mural painted around them, the piece will be cohesive and complete, even after many artists will have participated.

My strong team leadership, experience, and expertise through professional education and lengthy career as a mural artist, effective communication skills, responsibility, attention to detail, and high level of competence ensure the success and celebration of this project.

I am very grateful for the opportunity to create a design proposal for the Downtown Runnemedede mural and demonstrate to you how my artistic vision will beautify the space, support and enhance the local community.

Mural installation process and maintenance

The mural will be painted directly on the wall of the building. Prior to painting, the wall will be prepared by removing any peeling or cracking of paint and cleaned from any dust and debris. The mural then will be painted using the best-in-class exterior acrylic paint. After the mural will be finished a protective layer of anti-graffiti, UV, and chemical protective coating from Sherwin Williams will be applied. To clean the mural from dirt or graffiti it should be cleaned with water or power-washed.

Yulia Avgustinovich Previous Work Samples + Resume



Mural for Alexa Rose Foundation, Boise, ID, 2021, 80'x120', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Murals on panels, Batesville, IN, 2021, 15'x110', exterior acrylic paint on aluminum composite panels.

Yulia Avgustinovich Previous Work Samples + Resume



Floral mural for CRE8IV Mural Festival, Rockford, IL, 2018, 30'x95', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Mural on the façade of Pennyroyal Restaurant, Mount Rainier, MD, 2020, 16'x105', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Floral mural for CRE8IV Mural Festival, Rockford, IL, 2021, 21'x120', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



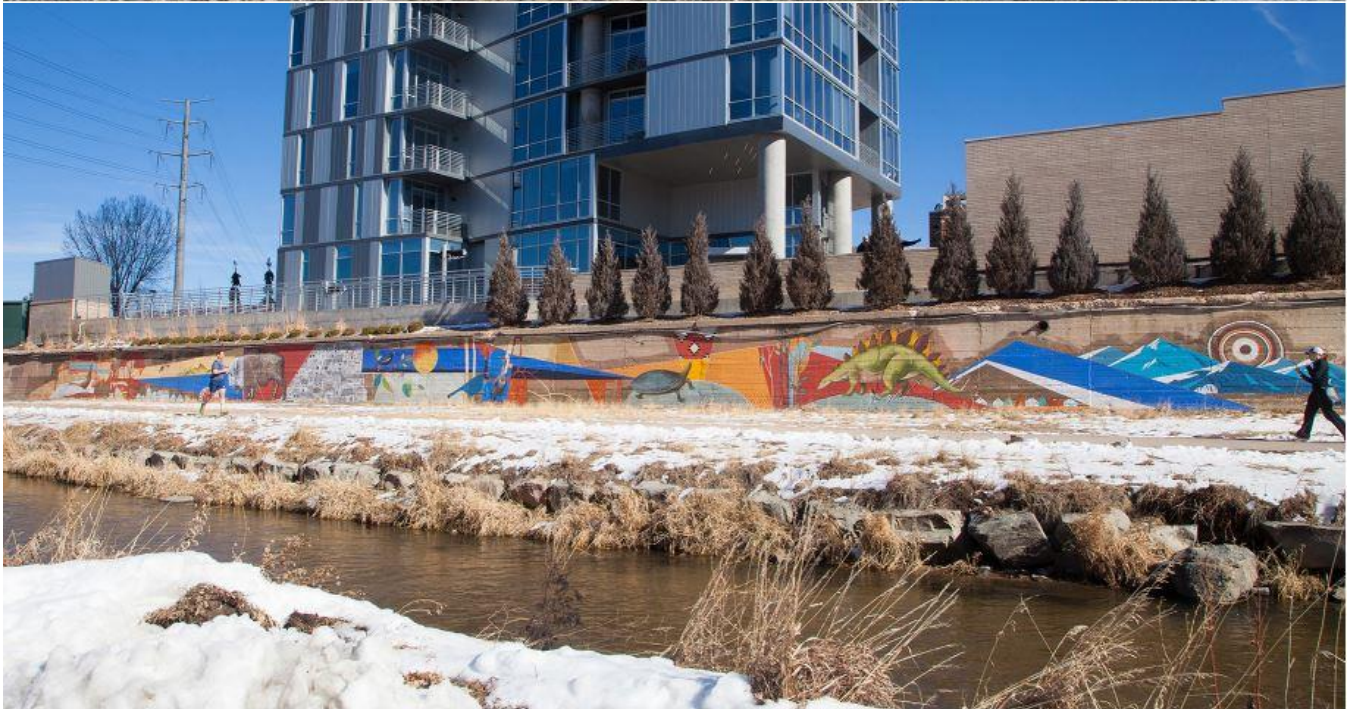
Natural mural along Sand Creek Trail, Denver, CO, 2020, 13'x310', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Underpass mural, Longmont, CO, 2018, 6'x180', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



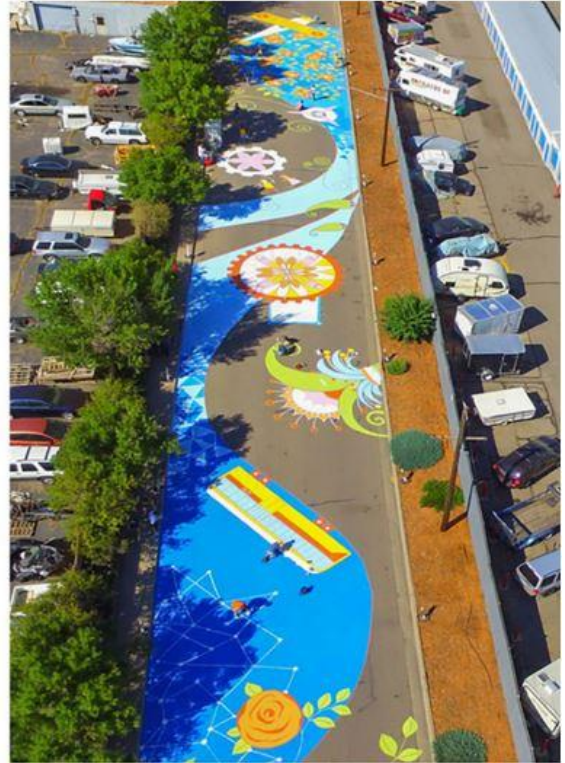
Symbolic mural for Graffiti Prevention Fund, Denver, CO, 2018, 10'x80', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Mural on Vogel Plaza, Medford, OR, 2018, 33'x90', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Two street block ground mural, Aurora, CO, 2016, 19'x4,000', exterior acrylic street-marking paint.

Yulia Avgustinovich Previous Work Samples + Resume

Resume

EDUCATION

1999 - 2004

Belarusian College of Art in Minsk

Graduated with honors with a specialty in art education, art history and classic painting and drawing

2005 - 2011

Saint-Petersburg (Russia) Academy of Arts

Graduated with honors in Monumental and Public art with a specialty in mural painting and design, fresco, mosaic, and stained glass

PUBLIC ART PROJECTS

November – December 2021

Textured Wall Art for Adams county building, Brighton CO

August 2021

“Tales of Our Town” Mural, Batesville IN

July 2021

Exterior Mural for CRE8IV festival, Rockford, IL

May – June 2021

“Beautiful Boise” Mural, Boise ID

April - May 2021

"Indian paintbrush flowers" and "Wonders of nature", two murals for Sage Living, Jackson, WY;

April 2021

Floral Mural, private residence in Denver, CO

March 2021

British Colonial style mural, Denver CO

September - October 2020

Mural for the Sand Creek Regional Greenway, Denver CO

August 2020

Floral Mural on the walls of a private house, Denver, CO
Concept, Design, Creation

June 2020

Floral mural on the exterior walls of a restaurant,
Mount Rainier, MD

November 2019

Tree mural, Golden, CO

August 2019

Floral Mural for the Urban Arts Fund, Denver, CO

July 2019

Mural on the four walls for the Aurora Fox Art Center, Aurora, CO

June - July 2019

Mural for the Kroger Store “King Soopers”, Aurora, CO

June 2019

Exterior Mural at Vogel Plaza, City of Medford, OR

May 2019

Exterior Mural for CRE8IV festival, Rockford, IL

November 2018

Mural “Symbols of Colorado”, Urban Arts Fund, Denver, CO

October 2018

Mural in the tunnel, Underpass in Longmont, CO

June 2018

Fence Art “Today is the Day” for the 40 West Art Line in
Lakewood, CO;

May – June 2018

Two Ground Murals “Blooming city” and “Movement” for the 40
West Art Line in Lakewood, CO;

May 2018

Floral Exterior Mural, RINO district, Denver, CO

April 2018

Equine Sciences Mural for Colorado State University,
Fort Collins, CO;

August 2017

Chalk Ground Mural for The 7/20 Memorial Foundation Chalk Art
festival Aurora, CO

May 2017

Farmers Market Mural “Blooming Lakewood”, Lakewood, CO

March 2017

Mural “Colorado” in recreational center, Lakewood, CO

November-December 2016

Mural Project “The Four Graces”, Lakewood, CO

Yulia Avgustinovich Previous Work Samples + Resume

September-October 2016	Mural “Viva Colorado” , Urban Arts Fund, Denver, CO
August-September 2016	Street Mural “Celebrating Stanley Aviation” , Aurora CO. A two-block street mural;
August 2016	Mural “The Golden Road” , Lakewood, CO Mural for the West Colfax Mural Fest
October 2014	Mural “Native Birds and Plants of Northern California” , Oakland, CA;

張其成

Description

DREAM BAY MURAL

- **Dream Bay** reflects the goals of bridges and the power they hold to unite and connect us. It is an opportunity to share ideas created by the imagination which transport us to experience different cultures, achieve new goals and continue creating our paths.



DREAM BAY MURAL

- Row 1: Front



Handwritten signature or logo.

DREAM BAY MURAL

- Row 1: Back



Handwritten signature or logo in the bottom right corner.



DREAM BAY MURAL

- Row 5: Front





DREAM BAY MURAL

- Row 5: Back



Ernesto Maranje Shipyard Mural Project Design

It features a deer, black bear, Canadian lynx, red fox and weaver birds.

The design is nature-inspired, whimsical, and uses soft colors and organic elements to tie everything together.



Row 4 Side 1



Row 4 Side 2

It features a ruby crowned kinglet on one side. The other side has the pipe running down it, so Ernesto carried over the background design and added some organic elements.



Shared Row, Side 1.



Shared Row, Side 2.

LET'S PLAY

PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD

ROW3 LOOKING EAST



DESCRIPTION

Let's Play is a celebration of this gathering space at the Shipyard in Green Bay. It features the branding colors and font in a geometric arrangement, as well as some of the endangered species in the area, including the gray wolf and whooping crane. It also features the white-tailed deer. The patterns in the design are inspired by the Menominee people and serve as an acknowledgment of the land in which the space exists.

LET'S PLAY

PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD

ROW3 LOOKING EAST



READS SHIP YARD GREEN BAY

LET'S PLAY

PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD

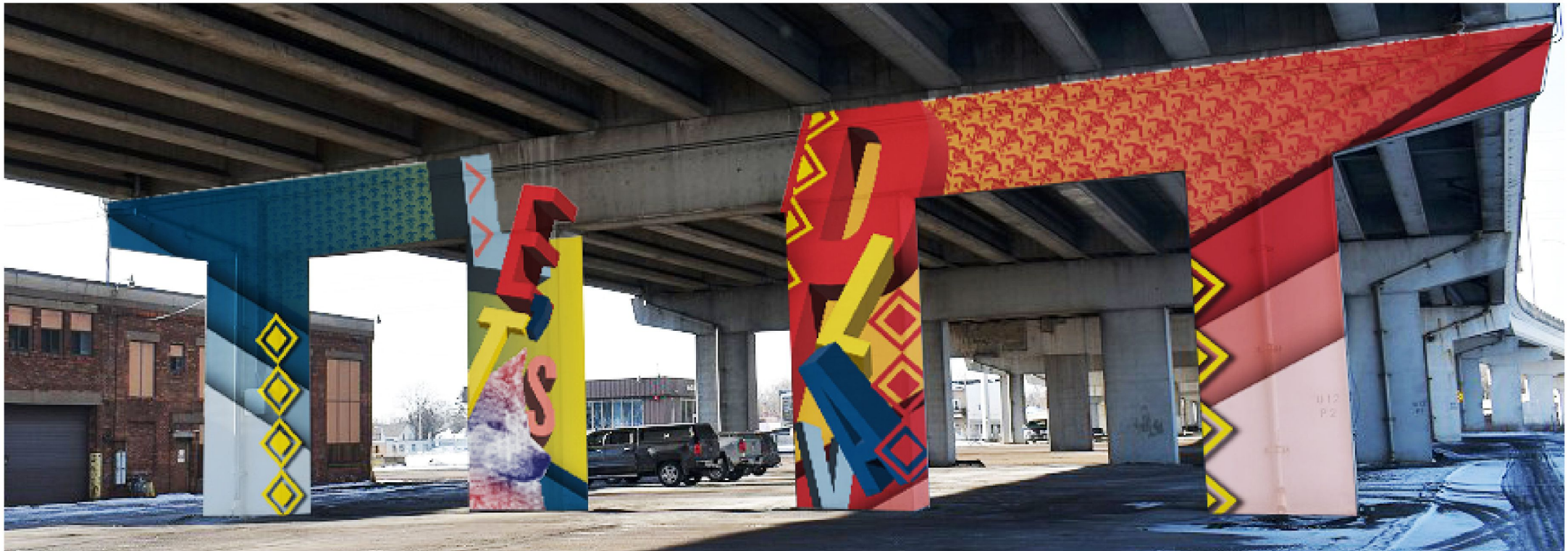
ROW3 LOOKING WEST



LET'S PLAY

PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD

ROW3 LOOKING WEST



READS LET'S PLAY

LET'S PLAY

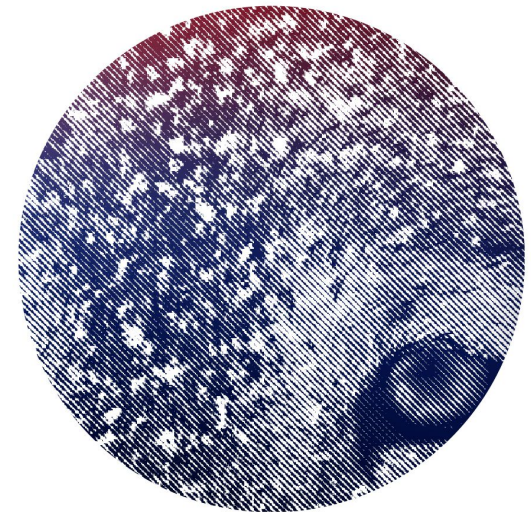
PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD



ROW1 CENTER COLUMN LOOKING WEST

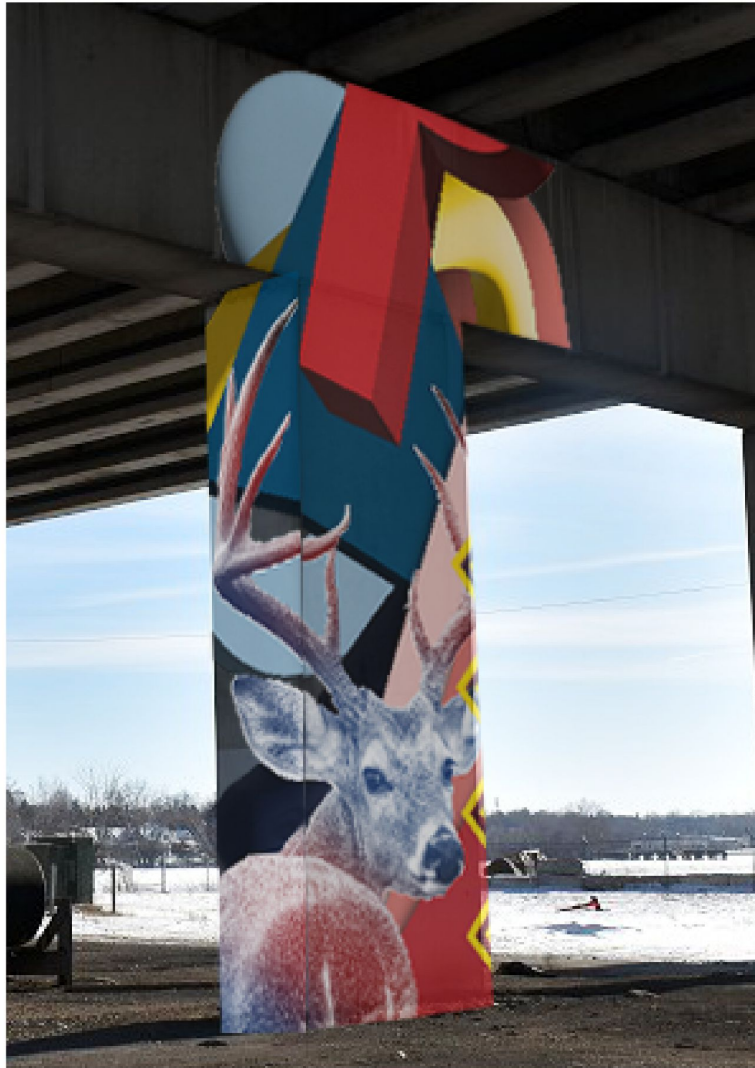


DETAIL



LET'S PLAY

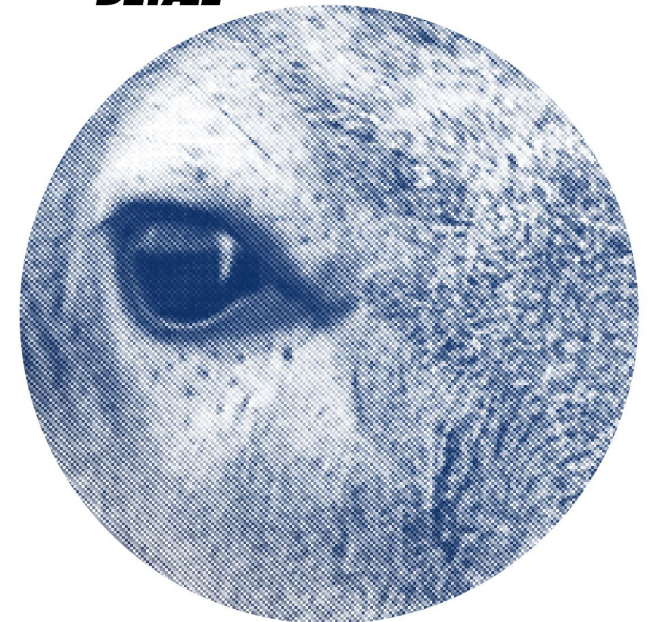
PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD



ROW1 CENTER COLUMN LOOKING EAST

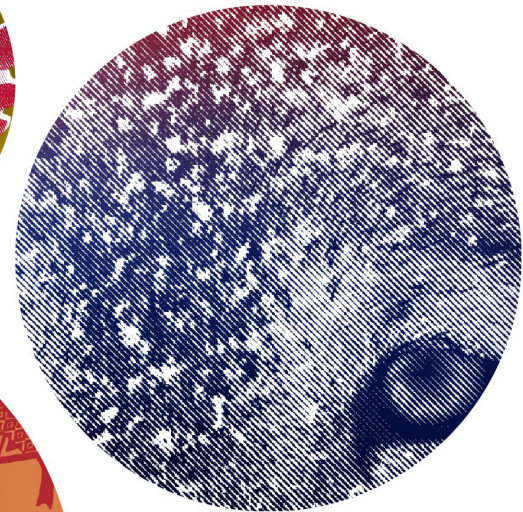
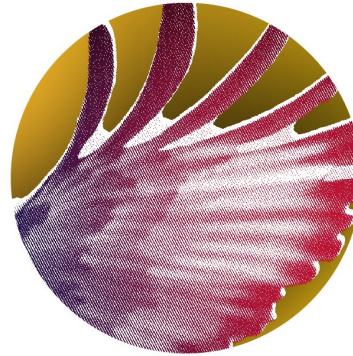


DETAIL



LET'S PLAY

PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD



**DETAILS SHOWING TEXTURE
AND PATTERN OF THE THUNDERBIRD
SYMBOL. THIS REPRESENTS
POWER, PROTECTION, AND STRENGTH**



Design Narrative for the Shipyard mural project



My proposed mural design will decorate and beautify the area, as well as tell the story and acquaint viewers with the nature of Green Bay and the surrounding area.



I decided that the main focus of the mural will be local flora and fauna. Whimsical floral elements are harmoniously embedded into the structure of the pillars. Blooming flowers with their cheerful and bright colors and tender petals bring to the mural's onlookers life, joy and warmth, even in the winter months. The rich greenery of the leaves and plants add joy and buoyancy to the composition.

Large and small elements, colorful and realistic imagery is intertwined with graphic black and white drawings, connecting past and present, adding diversity and richness to the composition, and making the mural interesting to look at again and again, while always discovering something new.



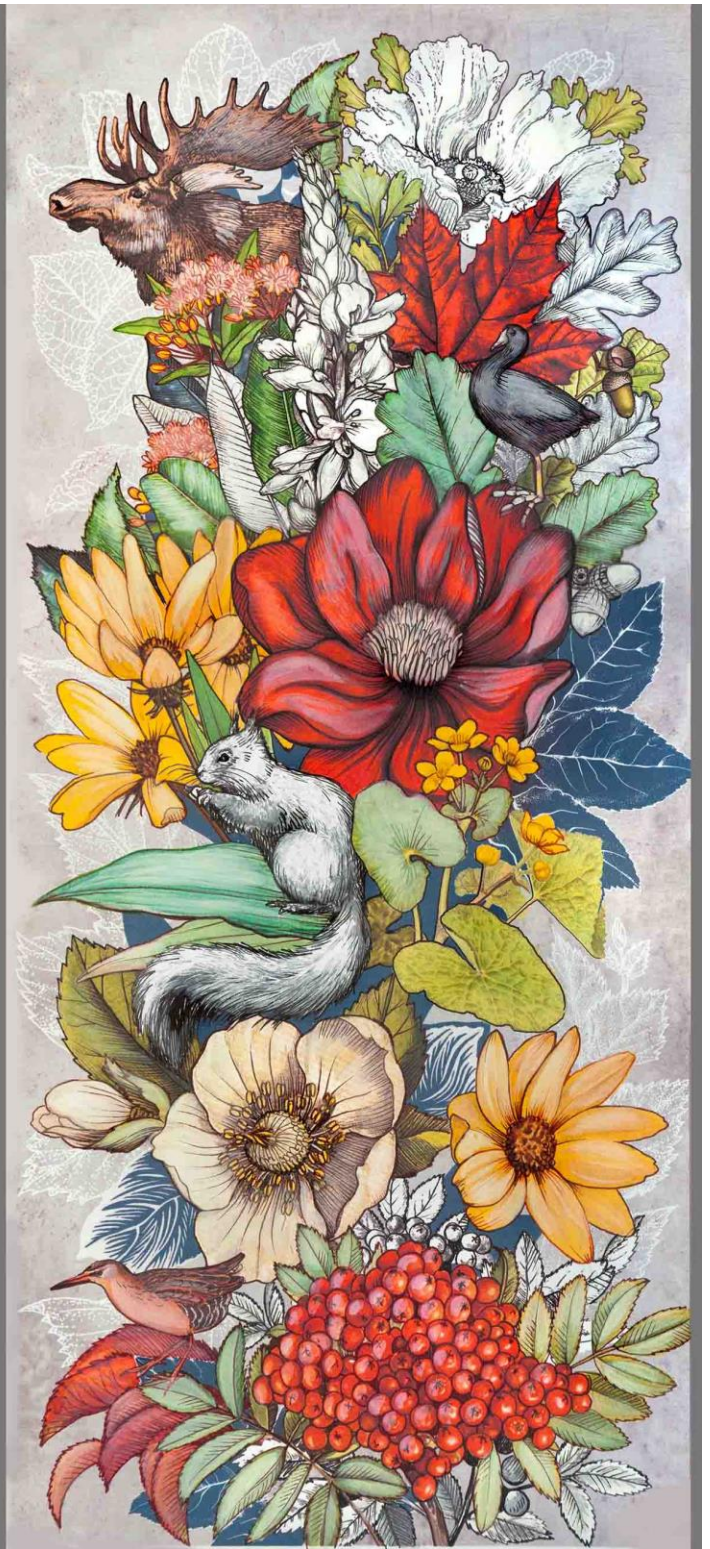
Each piece and element interweaves seamlessly into one cohesive composition. Done in a collage-like style, the quilted and layered images encompass the areas great natural diversity, highlighting its distinctive flora and fauna, and its inherent beauty.

All the flowers and plants, along with all the birds and animals depicted on the mural design can be found within the Eastern Wisconsin.

The color palette of the mural is bright and cheerful. The vivid colors of the mural will help it to make the atmosphere of this part of the Shipyard more positive and cheerful, help it stand out, and at the same time harmoniously coexists with its architecture and the nature that surrounds it.

The abundance of details will entice visitors to come closer, explore the intricate details, recognize familiar flowers and be inspired to appreciate their city and nature more.





Row 2 Pillar 1 of 3 both sides.



Row 2 Pillar 2 of 3 both sides.



2 Pillar 3 of 3 both sides.



Row 6 Pillars 1 + 2 Front Side.



Row 6 Pillars 1 + 2 Back Side.



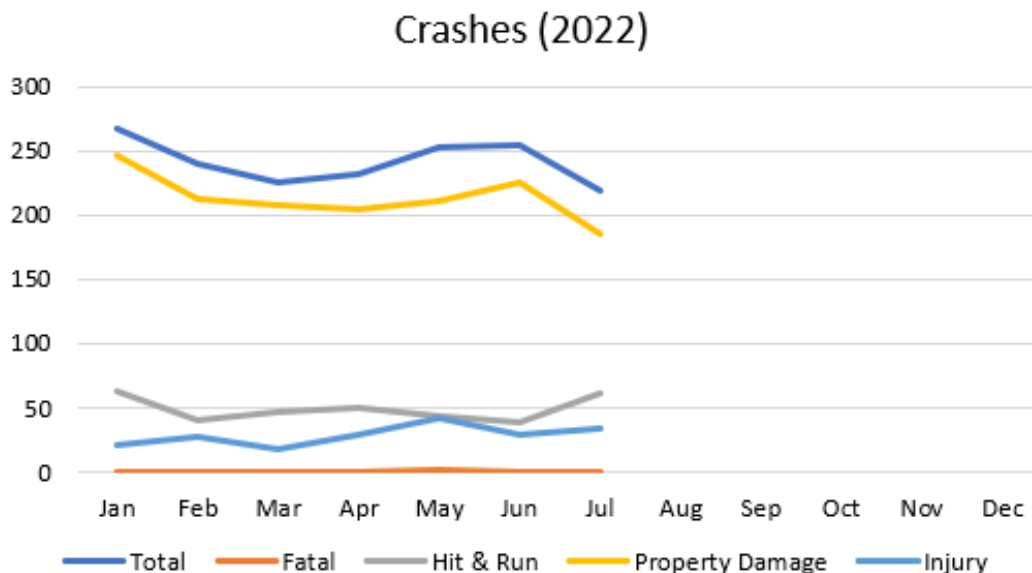
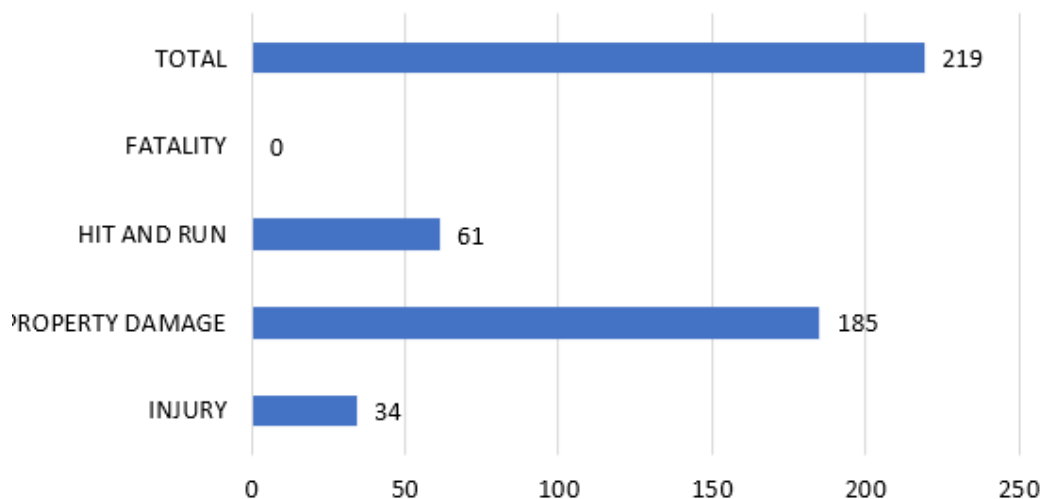
Green Bay Police Department

AUGUST 2022

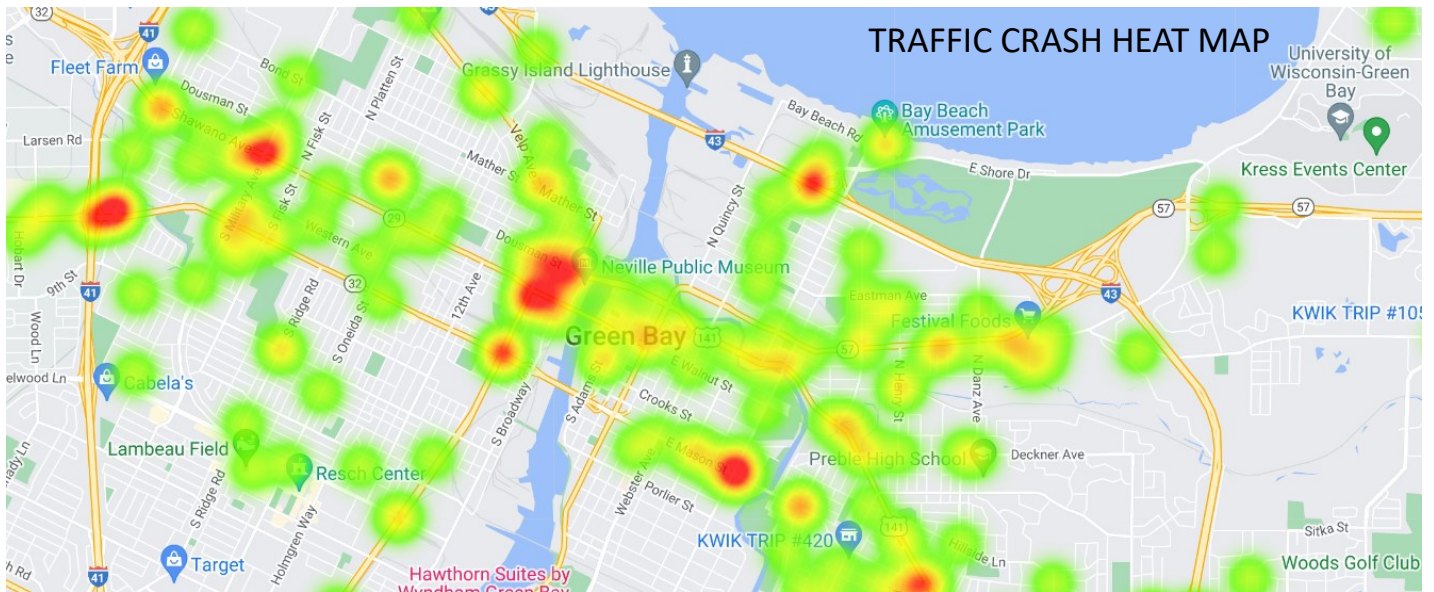
Traffic Safety Plan

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.

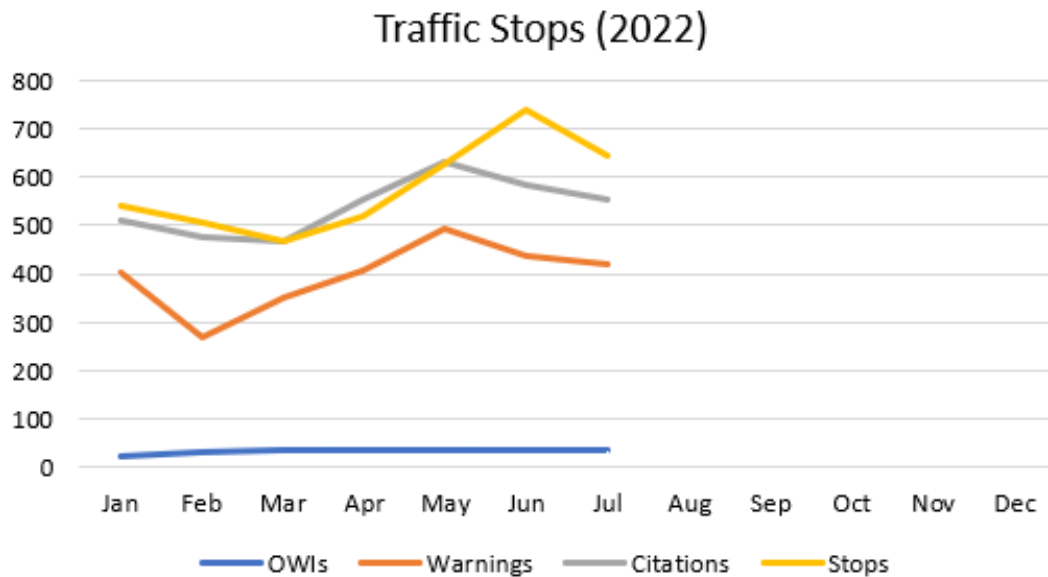
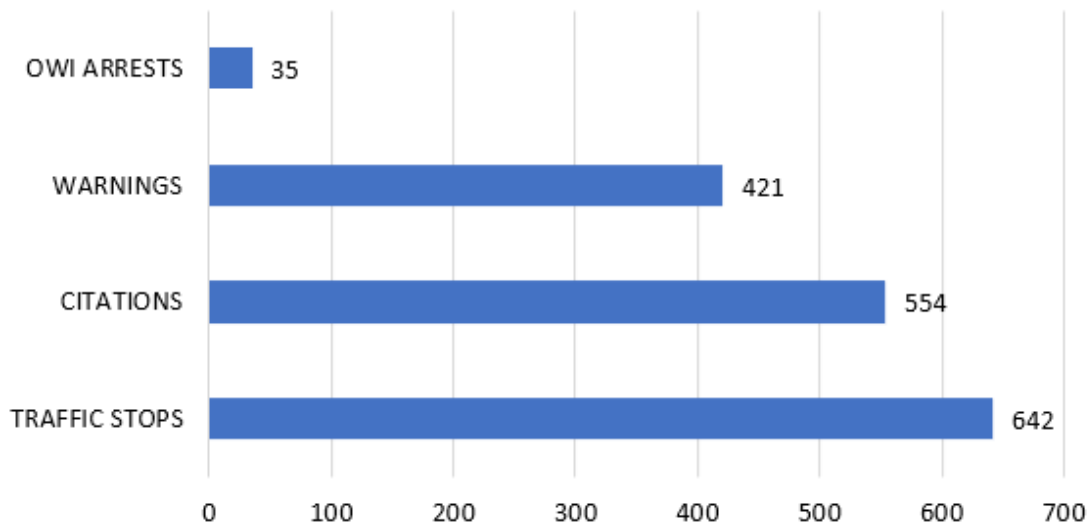
JULY 2022 CRASH DATA



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN



JULY 2022 TRAFFIC STOPS

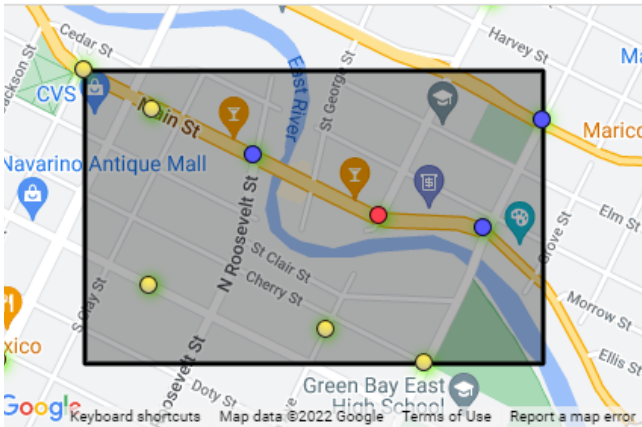


GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

- * BROWN COUNTY OWI TASK FORCE— AUGUST 20, 26, 27
- * CLICK IT OR TICKET SEATBELT ENFORCEMENT— AUGUST 12, 23, 31
- * LOCAL ALCOHOL ENFORCEMENT— AUGUST 12, 18, 25
- * BROWN COUNTY SPEED TASK FORCE—AUGUST 10, 17, 18, 24, 30
- * GREEN BAY PEDESTRIAN/BICYCLE ENFORCEMENT—AUGUST 20, 27, 30

ENFORCEMENT PRIORITY AREAS



Analysis Area #1: GREEN BAY (C)

Total Crashes: 9

Contributing Factors:

- Teen Driver (3)
- Impaired (1)
- CMV (2)
- Motorcycle (1)
- Distracted (2)
- Pedestrian (1)
- Speed (2)
- 65+ Driver (1)
- Bike (1)

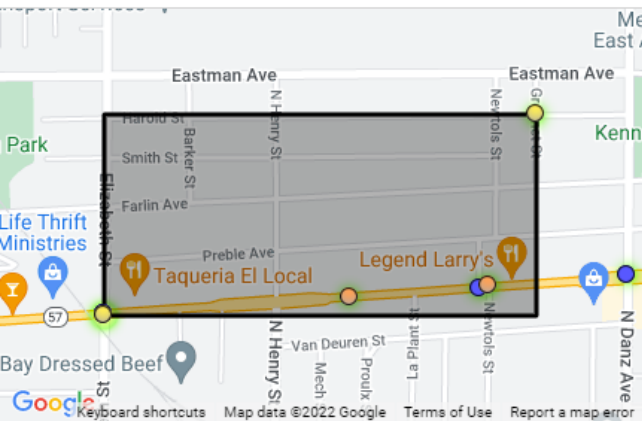


Analysis Area #2: GREEN BAY (C)

Total Crashes: 6

Contributing Factors:

- Teen Driver (2)
- Impaired (1)
- 65+ Driver (1)
- Work Zone (1)



Analysis Area #3: GREEN BAY (C)

Total Crashes: 7

Contributing Factors:

- Distracted (2)
- 65+ Driver (1)
- Impaired (2)
- Motorcycle (1)
- Occp Protection (1)
- Speed (1)

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

TRAFFIC COMPLAINTS

District	Area	Complaint
A	COUNTRY CLUB/DOE TR	SPEEDING NB DOWN HILL
A	LACOUNT RD/SUMMER PL	SPEEDING—BETWEEN MASON & WESTPOINT
A	ST AGNES DR/FISK ST	HEAVY TRUCK OFF TRUCK ROUTE
A	BIEMERET ST/RIDGE RD	SPEEDING—DRAG RACING AT NIGHT ON LOMBARDI & RIDGE
A	BOND ST	BETWEEN MILITARY AV/TAYLOR ST—DPW IS RESURFACING ROADWAY AND PEOPLE ARE SPEEDING THROUGH WORKZONE
B	DOUSMAN ST/NORWOOD	SPEEDING ON DOUSMAN BETWEEN ASHLAND / NORWOOD
B	1300 GROSS ST	SPEEDING MOTORCYCLES/TRUCKS
B	EB MASON ON RAMP FROM ASHLAND AV	PEOPLE NOT YIELDING TO TRAFFIC AT THE TOP OF THE RAMP
B	3RD ST/ S NORWOOD	BLUE SUBURBAN RECKLESS DRIVING AFTER 10PM/LOUD EXHAUST
B	1600 BLOCK S NORWOOD	SPEEDING 9PM-1AM AND AFTER PACKER GAMES
C	S JACKSON ST/LAWE ST	CARS NOT STOPPING AT STOP SIGN
C	1200 CROOKS ST	VEHICLES RACING—VARIOUS TIMES OF DAY
C	800 BLOCK S JEFFERSON	MOTORCYCLE SPEEDING—ALL HOURS
C	1200 SMITH ST	LOUD MUSIC FROM CARS—DAILY
C	ROOSEVELT ST	SPEEDING
C	S ADAMS ST/CASS ST	SPEEDING— EARLY MORNING HOURS BETWEEN PORLIER & WASHINGTON ST
D	3400 BLOCK CHURCH RD	JUVENILE RIDING MINI BIKE ON ROADWAY—VARIOUS TIMES OF DAY
D	1500 BLOCK CEDAR ST	MOTORCYCLE SPEEDING/RECKLESS—DRIVES ON SIDEWALK
D	2800 BLOCK ST ANTHONY	SPEEDING/LOUD EXHAUST - HYUNDAI GENESIS

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)
Dousman St @ Greenwood EB	100	6	90	4	0
Southpoint @ Parkwood SB	52	1	46	5	0
2700 Block Nicolet Dr SB	56	7	58	1	0
1500 Block Farlin Av WB	5	1	4	0	0

Detail Summary of Projects Issued

7/1/2022 to 7/31/2022

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
109386	3056 GILBERT DR..21-8395	GREEN VIPER INC		\$1,324.08	\$455,000.00	Pending
	[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH ATTACHED GARAGE EC approved 7/11/22					
109651	537 THORNAPPLE DR..6H-1173-2-1	ASLO PROPERTIES LLC		\$1,280.23	\$274,000.00	Pending
	[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME Took to EC 7/20					
107775	1831 SMITH ST..21-2170	ROSEBUD REI LLC		\$590.12	\$11,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL ***DOUBLE FEE***					
108384	515 CASS ST..15-146	IMPACT VENTURES LLC		\$851.82	\$80,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL					
108852	1294 THORNDAL ST..1-1423-A-10	JORDAN TAYLOR		\$585.60	\$20,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] Remodel, Egress Window, and Deck ***Satisfy Violations from C#116605					
109136	920 PINE RIDGE DR..21-1111-D-300	DAVID W & MICHELLE L DUNCAN		\$150.00	\$17,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL					
109159	1632 DECKNER AV..21-1444-1	NICHOLAS DESTREE		\$100.00	\$1,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH - ADDING 2 WALLS					
109280	2518 HE-NIS-RA LN..6H-1223-3	DAVID V GUBA		\$75.00	\$1,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL GARAGE DOOR AND 2 SKYLIGHTS					
109319	1255 CHERRY ST..14-118	MATTHEW W & GABRIELA E YANCY		\$225.00	\$10,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH					
109336	1795 DOUSMAN ST..6-233-G	CHENG HER, ETAL		\$150.00	\$7,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] GARAGE REPAIR - GARAGE HIT BY VEHICLE, REPAIR FRAMING TO EAST AND SOUTH WALL					
109442	829 LINCOLN ST..18-133	KEVIN J NIEDFELDT		\$50.00	\$1,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] SISTER RAFTER TAILS TO PLUMB FASCIA. ADD NEW FASCIA AND SOFFITS.					
109453	912 HOWARD ST..3-443	LINDA N & JOHN R STEIN		\$75.00	\$10,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] DEMO 2 BACK PORCHES					
109477	1225 SHAWANO AV..3-1025	REBECCA M HAEN		\$255.00	\$2,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] ADDITION AND REMODEL					
109484	218 N VAN BUREN ST..9-172	RYAN J BERNARD		\$330.00	\$42,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT REMODEL					
109522	2439 MORGAN LN..21-3276	JILL M LEURQUIN		\$205.00	\$25,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH					
109523	1360 HARVEY ST..8-572	ALBERTO HERNANDEZ MUNGUIA		\$100.00	\$200.00	Pending

[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR STAIRS, DRYWALL, ELECTRICAL WORK

109527	1287 KELLOGG ST..5-1693	WENDLYN J & RANDALL L PITTS	\$125.00	\$500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMOVE INTERIOR WALL					
109551	709 NORTHERN AV..18-1457	LUCAS S MANDICH	\$50.00	\$4,200.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGRESS WINDOW					
109655	2170 WEST RED FERN LN..6H-4316	WAYNE S & KAREN A HOLLISTER	\$255.00	\$70,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT					
109687	2000 BEECH TREE CT..6H-1707	DIANA L & JAMES B ELLIOT	\$180.00	\$10,700.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALLING 1/2 BATH BATHROOM IN BASEMENT					
108026	2970 SITKA ST..21-8445	GREEN VIPER INC	\$0.00	\$310,000.00	Pending
[3-103 - Residential - New - 2 Family House (Duplex)] NEW 2 FAMILY HOUSE WITH ATTACHED GARAGES					
109387	2958 SITKA ST..21-8448	GREEN VIPER INC	\$1,901.40	\$600,000.00	Pending
[3-103 - Residential - New - 2 Family House (Duplex)] NEW 2 FAMILY DUPLEX WITH ATTACHED GARAGE 2958-2960 SITKA ON PARCELS 21-8448 AND 21-8447					
109662	2960 SITKA ST..21-8447	GREEN VIPER INC	\$200.00	\$600,000.00	Pending
[3-103 - Residential - New - 2 Family House (Duplex)] **SEE PROJECT #109387 FOR PERMIT & INFORMATION** 2958 SITKA IS OTHER HALF OF DUPLEX					
104495	1121 ELIZABETH ST..21-1194	PERRY PARK PARTNERS ETAL	\$75.00	\$2,000.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK ROW 8 LOT 4					
109033	1702 FIESTA LN..21-1111-P-47	JOSE G & MARIA T RODRIGUEZ	\$50.00	\$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] will be submitting step plan to go with permit					
109277	3321 PAULA ST..22-2170	DIMITRIYA & ANDREI GUDUMAC	\$50.00	\$2,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
109307	1225 12th AV..1-670	VERNON & ELLY HIXON	\$75.00	\$15,800.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DEMO 2 DECK STRUCTURES & BUILD 2 NEW ONES					
109349	1197 LANGLADE AV..1-398-C	CHARLES L & LOIS J PIERCE	\$50.00	\$4,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
109392	3579 GLEN OAKS PS..22-2010	THOMAS & KELLY DELZER	\$100.00	\$20,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
109407	3563 GLEN OAKS PS..22-2008	THOMAS & KELLY MCKENNA	\$100.00	\$10,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
109409	519 S BAIRD ST..17-833	MARIBEL GUERRA	\$100.00	\$2,850.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK 10' X 20'					
109437	604 12th AV..2-648	EDUARDO & MARIA GUZMAN, ETAL	\$100.00	\$4,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE DECK - WORK COMPLETED WITHOUT PERMIT					
109456	722 S MONROE AV..15-159	ROBIN D & JEFFREY P SMET	\$50.00	\$12,190.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] ALUMINUM MODULAR RAMP					
109460	1117 REED ST..3-1132	KAREN R & JAMES D VANROSSUM	\$50.00	\$3,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE CONCRETE FRONT PORCH AND SIDEWALK TO FRONT DOOR					

109464	3453 GOLF DR..21-3647	KAREN A ERIEAU	\$100.00	\$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK BOARD REPLACEMENT & RAILINGS PATIO DOOR REPLACEMENT IN FUTURE					
109469	3571 GLEN OAKS PS..22-2009	RAMON & CAROLINE CRISTINA CITELLI BOSCO	\$200.00	\$12,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] 16' X 16' COMPOSITE DECK					
109517	1188 ST. LAWRENCE DR..21-1111-D-45	JANET S & THOMAS J SMIES	\$50.00	\$3,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
109519	716 N CHESTNUT AV..5-85	MICKEY J FRANK	\$75.00	\$5,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
109584	907 VELD AV..18-837	V&M APARTMENTS LLC	\$75.00	\$15,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE PORCH					
109595	226 ALLARD AV..5-548	ANNA & DEREK JOHNSON	\$75.00	\$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE CONCRETE STEPS WITH WOOD STEPS					
109615	3112 WEST POINT RD..6H-4404	REBECA CHAMBERS	\$50.00	\$1,600.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] CONCRETE PATIO 10' X 16'					
109625	1224 PERROT ST..20-509	FERNANDO YANESROBLEDO, ETAL	\$50.00	\$2,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
109635	608 S NORWOOD AV..2-413	CSJ REI LLC	\$75.00	\$1,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE FRONT PORCH					
109370	306 MATHER ST..5-66	DENNIS J & GERTRUDE F DOLAN REVOCABLE LIVING TRUST	\$50.00	\$4,236.00	Pending
[9-645 - Raze - Building or Structure (Residential)] GARAGE RAZE					
109512	1242 CROOKS ST..14-1274	ANTONIO M ESQUEDA	\$50.00	\$2,000.00	Pending
[9-1 - Move - Building or Structure (Residential)] MOVE GARAGE/PATIO/MOVE SHED					
103972	2480 HE-NIS-RA LN..6H-1879-1	DAPHNE C & MARIO J PAGAN	\$50.00	\$2,000.00	Closed
[11-1 - Garage/Carport/Shed (residential)] SHED					
104695	325 VICTORIA ST..21-2315	MICHAEL BURKE	\$50.00	\$15,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
106382	425 MANCHESTER DR..6-2690	JOSEPH F & ANN CHRISTINE PRYAL	\$50.00	\$2,000.00	Closed
[11-1 - Driveway Replacement and/or Expansion (Residential)] VARIANCE REQUESTED - DENIED - SUBMITTED DIFFERENT PLAN FOR APPROVAL					
108045	419 E FOX RUN CIR..21-5074	ERIC OHLROGGE	\$150.00	\$10,000.00	Pending
[11-1 - Swimming Pool (Residential)] SWIM SPA, CONCRETE PAD AND FENCE					
108411	2087 PACKERLAND DR..6H-4391	LYDIA KNEPPER	\$50.00	\$3,500.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
108487	1008 S WEBSTER AV..16-299	MARY B & RANDY L SCHEFFEL	\$50.00	\$3,200.00	Pending
[11-1 - Fence (Residential)] REPLACING 77 FT. OF EXISTING NORTH SIDE OF FENCE WITH SAME STYLE AND HEIGHT.					
108819	1022 SUYDAM ST..17-988	JAMES A ALLAM	\$50.00	\$13,000.00	Pending
[11-1 - Fence (Residential)] FENCE -6' wooden					
109016	1679 WESTFIELD AV..6-1864	DENNIS D & CARMINA LAHO	\$50.00	\$6,000.00	Pending

[11-1 - Garage/Carport/Shed (residential)] SHED
upsized 12 x 16

109062	516 HUBBARD ST..4-97	BRIAN H JOHNSON	\$100.00	\$22,500.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] 20X24 GARAGE AND REPLACE PORTION OF DRIVEWAY
Variance granted for setback reductions and impervious surface

109073	813 S CLAY ST..17-106	TANA KOSS, ETAL	\$150.00	\$66,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] RAZE OLD GARAGE AND BUILD NEW 30 X 24 GARAGE
*PAID, WAITING FOR SIGNED PERMIT APP AND EC FORM

109124	3314 IRIS CT..21-44-2-1	TIM & SARA ROZOFF	\$75.00	\$9,500.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] SHED

109128	1929 PREBLE AV..21-2191-1	TERRY K & PATRICIA S JOHNSON	\$50.00	\$8,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

109129	1475 EMILIE ST..17-998	CHARLES J RICKER, ETAL	\$125.00	\$1,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] RELOCATE GARAGE

109170	1752 CARRIAGE CT..6-2179	MATTHEW R & KELLY L DRZEWIECKI	\$50.00	\$8,250.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY & SIDEWALK

109187	2104 HAROLD ST..21-2155-1-3	LOLAR MOUA	\$50.00	\$8,708.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

109208	3485 HIGHLAND CENTER DR..21-8101	MA L & YEE & SANDY YANG	\$50.00	\$7,500.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] SHED

109265	3006 SUMMER PL..6H-3678	ANALISE M AMBORN	\$50.00	\$4,000.00	Pending
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[11-1 - Fence (Residential)] 6' WOOD FENCE

109266	1253 REED ST..3-1045-A	JASMINE D & JOSHUA LENZ	\$50.00	\$8,323.96	Closed
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[11-1 - Fence (Residential)] 6' VINYL FENCE

109306	345 WINDWARD RD..21-4833	JONATHON & IAN KROUTH	\$50.00	\$5,000.00	Pending
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[11-1 - Fence (Residential)] FENCE - 4 FT CHAIN LINK

109318	727-729 S JACKSON ST..14-591	727-729 JACKSON LLC	\$150.00	\$50,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] DEMO OLD GARAGE AND BUILD NEW 24' X 24' GARAGE

*WORK HAD STARTED BUT OWNER STOPPED THEM UNTIL PERMIT IS ISSUED.

109332	3726 WILDCAT TR..21-7497	ANA MARTINEZ & JUAN CARLOS MARTINEZ	\$50.00	\$4,500.00	Pending
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[11-1 - Fence (Residential)] FENCE- 4' aluminum

109341	2056 SANDALWOOD CT..6H-2510	ANDREW R GIESLER	\$200.00	\$124,476.00	Pending
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[11-1 - Z - Misc Project Not Listed (Residential)] STORM DAMAGE REPAIRS: ROOFING, TRUSSES, SIDING REPLACEMENTS, MINOR ELECTRICAL, PLUMBING AND HVAC REPAIRS

109345	944-946 CHRISTIANA ST..3-994	CHRISTOPHER J VANDEHEI	\$50.00	\$2,400.00	Pending
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[11-1 - Fence (Residential)] 6' WOOD FENCE

109346	131 GARFIELD ST..3-200	ALICIA M ALLCOX	\$50.00	\$1,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] SHED

109351	1738 11th AV..1-1271	WELTY PARTNERS LLC	\$50.00	\$25,730.00	Closed
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

109367	1881 DOUSMAN ST..6-2113	CHAD ROFFERS TRUCKING	\$50.00	\$3,000.00	Pending
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[11-1 - Fence (Residential)] FENCE - 4' CYCLONE METAL

109375 2614 INDIAN HILL DR..6H-1069-6 CHARLES F LAMINE \$50.00 \$4,000.00 Pending

[11-1 - Garage/Carport/Shed (residential)] SHED - 10' X 12'

109376 498 WAYFARER WAY..21-1324 ANTHONY A & SANDY L RIEDERER \$50.00 \$4,900.00 Pending

[11-1 - Fence (Residential)] FENCE- 6' VINYL AND CHAINLINK

109382 613 MELROSE AV..5-213 BART ALSTEEN \$50.00 \$2,000.00 Pending

[11-1 - Z - Misc Project Not Listed (Residential)] GUARD RAIL

109396 3187 FINGER RD..21-5446 SARAH HIRT \$50.00 \$4,000.00 Pending

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

109398 1705 SPENCE ST..1-2455 PATRICK & EMILY SMITS \$50.00 \$6,850.00 Pending

[11-1 - Fence (Residential)] 6' VINYL FENCE

109399 1620 10th AV..1-1341 JOSEPH KOEBE \$50.00 \$1,250.00 Pending

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

109401 1102 SHADOW LN..1-2301 PRIME GROUP LLC \$50.00 \$8,000.00 Closed

[11-1 - Fence (Residential)] FENCE - 6' vinyl

109402 628 SKYLINE BLVD..21-822-24 WENDY A J APPLETON, ETAL \$50.00 \$4,400.00 Pending

[11-1 - Fence (Residential)] FENCE -5' VINYL CHAIN LINK

109403 1612 CORONATION CT..6H-3443 BRIGHAM & KATHLYN BRAMSCHREIBER \$50.00 \$12,000.00 Pending

[11-1 - Fence (Residential)] FENCE- 4' WROUGHT IRON

109406 1253 BOND ST..5-1318 MICHAEL & SAMANTHA BETANCUR \$50.00 \$7,380.00 Closed

[11-1 - Foundation Repair (Residential)] FOUNDATION

109415 415 KRISTY LEE CT..21-8206 JOHN P & EMILY A DANIELO \$150.00 \$20,000.00 Pending

[11-1 - Swimming Pool (Residential)] POOL

109434 1212 S RIDGE RD..6-192-2 CHRISTOPHER & SHIRLEY SMITH \$50.00 \$3,696.00 Closed

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT

109436 1689 BIEMERET ST..6-1972 LINDA M & JOHN M COLWELL \$50.00 \$3,000.00 Pending

[11-1 - Fence (Residential)] FENCE

109443 1719 DEBRA LN..21-1111-P-50 SALVADOR GUZMAN, ETAL \$50.00 \$2,000.00 Pending

[11-1 - Garage/Carport/Shed (residential)] 12' X 12' YARD SHED

109445 1356 EMILIE ST..17-572 LYNN M CORBEILLE \$50.00 \$13,385.00 Pending

[11-1 - Fence (Residential)] 6' VINYL FENCE

109446 834 MARQUETTE AV..2-1114 LAUREN V MUENSTER \$50.00 \$15,000.00 Pending

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR AND REPLACE DECK WITH CONCRETE PATIO

109448 1124 KLAUS ST..20-174 FABIOLA CANDELARIOMERCADO, ETAL \$50.00 \$7,500.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT

109451 847 MARQUETTE AV..2-1100 TINA M GERLIKOWSKI \$50.00 \$8,000.00 Closed

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

109455	914 MARSHALL AV..18-345	JOSEPH & KOUA VANG	\$50.00	\$6,500.00	Closed
[11-1 - Driveway Replacement and/or Expansion (Residential)] EXPAND DRIVEWAY					
109458	924 DIVOT PL..6H-3096-1	LUCINDA L ANSCHUTZ	\$100.00	\$6,681.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' VINYL					
109474	1511-1515 BOND ST..6-2881	CHRIS MEVERDEN	\$50.00	\$14,700.00	Pending
[11-1 - Fence (Residential)] 6 FT. PRIVACY FENCE					
109480	561 SUPERIOR RD..21-3116	ROBERT JACOB WOJTKIEWICZ	\$50.00	\$2,500.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
109481	1224 GROSS AV..1-154	EDWARD L BRADY, ETAL	\$50.00	\$20,220.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
109483	108 S MAPLE AV..3-82	JOSE A ORTEGA	\$50.00	\$125.00	Pending
[11-1 - Fence (Residential)] FENCE - 36" PICKET					
109488	1175 OREGON ST..5-1542	LINDA & DAVID S BURNS	\$75.00	\$1,040.00	Pending
[11-1 - Z - Misc Project Not Listed (Residential)] ROOF OVER EXISTING BRICK PATIO					
109491	1338 LIBERTY ST..6-1307	GLEN W JAEGER	\$50.00	\$4,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DEMO AND REPLACE DRIVEWAY CAKES AND CEMENT IN FRONT OF BREEZEWAY. POSSIBLY SLOPE TOP OF DRIVEWAY TO WIDEN AND COVER BREEZEWAY ENTRY.					
109493	1212 REED ST..5-676-G	ROBERTO MEJIA	\$50.00	\$6,000.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
109508	1078 CAROLINE ST..3-221	CONNIE L & STEVEN O MERRIVAL	\$50.00	\$6,200.00	Pending
[11-1 - Fence (Residential)] FENCE					
109515	2696 OAKWOOD DR..6H-1554	RUSSELL R & RANDY A BANNACH	\$50.00	\$5,400.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY AND SIDE WALKWAY					
109518	1028 SCHWARTZ ST..21-2542-K-7	CHARLES R JOHNSON	\$150.00	\$18,984.00	Pending
[11-1 - Z - Misc Project Not Listed (Residential)] ROOF REPAIR					
109520	1276 DIVISION ST..5-1335-E	JOSE A CASTILLOFRANCO, ETAL	\$50.00	\$5,000.00	Pending
[11-1 - Fence (Residential)] FENCE- 6'					
109533	2973 FINGER RD..21-73	HOLLY F SHEPARD	\$50.00	\$3,500.00	Pending
[11-1 - Fence (Residential)] FENCE - WOOD					
109535	3177 BETH DR..21-7349	SOLBERG DANIEL D & NANCY W LIVING TRUST	\$50.00	\$18,000.00	Pending
[11-1 - Fence (Residential)] FENCE-6' VINYL					
109541	605 CHALLENGER DR..21-6972	NANCY A & RICKY A TLACHAC	\$50.00	\$7,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION					
109546	1608 BEAUCHAMP ST..1-2527	JENNIFER A & DONNY J KENSMOE	\$50.00	\$5,000.00	Closed
[11-1 - Fence (Residential)] FENCE - 6' VINYL					
109547	1720 S NORWOOD AV..1-1170	DEAN L DEWINTER, ETAL	\$50.00	\$9,000.00	Pending

[11-1 - Fence (Residential)] FENCE - 6' VINYL

109555 413 N CHESTNUT AV..5-948 STEPHANIE A GONZALEZBONK \$50.00 \$2,850.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] ADDING REAR YARD PARKING

109557 971 COPPENS RD..18-824 MICHELLE PRENGER \$50.00 \$11,302.00 Pending

[11-1 - Fence (Residential)] FENCE- 6' VINYL

109568 1532 LANGLADE AV..6-1301 NADINE E & BENJAMIN J MIDTHUN \$50.00 \$20,000.00 Pending

[11-1 - Foundation Repair (Residential)] REPLACE INTERIOR DRAIN TILE, CHECK OUTSIDE BACKPLASTER FOR CRACKS

109569 1011 12th AV..2-846 JOYCE R ANWASH \$50.00 \$27,000.00 Closed

[11-1 - Foundation Repair (Residential)] REPLACE INTERIOR DRAIN TILE, CHECK OUTSIDE BACKPLASTER FOR CRACKS, INSTALL 12 2X5 STEEL BEAMS ALONG THE SOUTH WALL

109570 1232 DOTY ST..14-1351 JAMES D MYERS \$50.00 \$20,000.00 Pending

[11-1 - Foundation Repair (Residential)] REPLACE INTERIOR DRAIN TILE, CHECK OUTSIDE BACKPLASTER FOR CRACKS, INSTALL 13 2X5 STEEL BEAMS ALONG THE SOUTH WALL

109583 1109 ST. GEORGE ST..7-472 KYLE CROSEY \$50.00 \$750.00 Pending

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

*NOTE PROJECT WAS ALREADY STARTED WITHOUT PERMITS

109589 1668 DEBRA LN..21-1111-P-39 MICHAEL T & JANET E VANOSS \$50.00 \$9,860.00 Closed

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

109590 1214 N LOCUST ST..6-1730 MARK C & MELISSA A LEDOCQ \$50.00 \$1,800.00 Pending

[11-1 - Fence (Residential)] 4' CHAINLINK FENCE

109596 2660 WILDFLOWER ROW..21-6927 DAVID J & TINA M DEWITT \$50.00 \$4,143.00 Pending

[11-1 - Fence (Residential)] FENCE - 6'

109598 1271 DIVISION ST..5-657-A-2 FRED & JANE G C KINARD \$50.00 \$12,342.00 Pending

[11-1 - Fence (Residential)] FENCE - 6' VINYL

109599 540 MASTERS LN..21-4143 STEVEN D TILOT, ETAL \$50.00 \$5,000.00 Pending

[11-1 - Garage/Carport/Shed (residential)] WOODEN PREBUILDT 12' X 16' SHED

109604 1215 THORNDAL ST..1-2172 JASON C BARDWELL \$50.00 \$8,000.00 Pending

[11-1 - Fence (Residential)] FENCE

109617 1542 9th ST..6-199 DARIN R GRIEGER \$50.00 \$1,500.00 Pending

[11-1 - Fence (Residential)] 3' VINYL FENCE

109619 1842 DEBRA LN..21-820-M-46 FEDERICO GARCIA RODRIGUEZ \$50.00 \$10,000.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY, GARAGE FLOOR, WALKWAY REPLACEMENT

109620 1554 CROOKS ST..8-832 JOSE CRUZ LOPEZ ZAMORA, ETAL \$50.00 \$7,500.00 Closed

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT

109641 1240 WESTERN AV..3-819-G JEAN & GARY MAES \$100.00 \$6,000.00 Pending

[11-1 - Garage/Carport/Shed (residential)] SHED 12' X 24'

109643 1216 RICHARDINE CT..6-2050 ROGER EASTMAN, ETAL \$50.00 \$3,100.00 Pending

[11-1 - Fence (Residential)] FENCE - 6'

109669 1165 LANGLADE AV..1-389 CYNTHIA J FEAY \$50.00 \$26,000.00 Closed

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

109671 1026 ST. PAUL ST..2-1211 ANGELA L MEJIACENICEROS \$50.00 \$2,700.00 Pending

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

109677 3075 ST. GREGORY DR..21-1111-D-269 J WALTER & FRANCES M DONOVAN TRUST OF 2011 \$100.00 \$24,000.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DOUBLE FEE! - PVC

109680 819 S ONEIDA ST..2-1079 TRUXTON J ROLAIN \$50.00 \$4,000.00 Closed

[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE GARAGE FLOOR - Work done without permit. Spoke with contractor Chad Bath of Bath Concrete and Flatwork. He had permit filled out and ready to submit . Emailed it to me within an hour of our conversation. Waiving double fee.

109681 2781 DANIEL CT..21-6349 MARTIN E & MARY C VERNOSH \$50.00 \$31,344.00 Pending

[11-1 - Fence (Residential)] FENCE - 6' VINYL

109688 2037 CANDLE WAY..6H-3335 GRETCHEN E & LARRY R DUQUAINE \$50.00 \$1,500.00 Pending

[11-1 - Z - Misc Project Not Listed (Residential)] TRUSS REPAIR

109702 1146 S OAKLAND AV..1-510 BREANNA ROSIK \$50.00 \$1,200.00 Pending

[11-1 - Fence (Residential)] 6' VINYL FENCE

109710 2633 FORESTVILLE DR..6H-1780 THOMAS D & RUTH A PAQUIN \$125.00 \$50,000.00 Pending

[11-1 - Garage/Carport/Shed (residential)] REPAIR GARAGE DUE TO TREE DAMAGE

109750 1220 HOBART DR..6H-1110-2 TVO HOBART LLC \$150.00 \$8,000.00 Pending

[11-1 - Z - Misc Project Not Listed (Residential)] INSTALLATION OF NEW MOBIL HOME - Trades permits to come later

109752 1673 JUNIPER DR..21-1110-M-76 AJ & SW IRREVOCABLE TRUST \$50.00 \$4,000.00 Pending

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

108108 528 CLEMENT ST ..21-1254-A DENNISON INVESTMENTS LLC \$6,263.49 \$700,000.00 Pending

[30-105 - Commercial - New - 5 or More Family Building] 9 UNIT

108286 1660 CHRISTIANA ST..6-374 HOUSE OF HOPE GREEN BAY INC \$1,150.55 \$204,131.00 Pending

[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] OFFICE SPACE ALTERATIONS

109459 414 S WEBSTER AV..14-769 BRAM PROPERTIES LLC \$260.00 \$30,890.00 Pending

[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] STRUCTURE FIRE FROM SMALL KITCHEN FIRE, FIRE/SMOKE RESTORATION

109675 722 BODART ST..10-6 NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC \$290.00 \$6,000.00 Pending

[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] UNIT 5 REMODEL

102486 1004 BRETT FAVRE PASS..1-1841-C-2 NEW LEGENDS LLC \$41,244.38 \$27,000,000.00 Pending

[31-213 - Commercial - New - Hotel, Motel, Tourist Cabins Intended for Transient Accomodations] NO INTERNAL PLUMBER WORK ALLOWED AT THIS TIME, NEED APPROVED PLANS. - PVC 7/7/2022

EC Approved 10/1/20

SWB \$10,000

EC updated 6/8/22

103083 100 N JEFFERSON ST..11-216 GREEN BAY CITY OF CITY HALL \$0.00 \$0.00 Closed

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

103352 1599 UNIVERSITY AV..19-31-A LOKSAFE II LLC \$1,515.00 \$100,000.00 Pending

[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)] EC approved 2/8/21

SWB \$10000

105100 500 BEVERLY RD..21-1243 GREEN BAY CITY OF \$0.00 \$250,000.00 Pending

[31-318 - Commercial - New - Amusement, Social, Recreation (theaters, auditoriums, YMCA's w/o beds, bowling alleys, radio/tv studios, athletic & social clubs, arenas, skating rinks)] New Bicycle Skills Park
EC APPROVED 6/8/22

105707	101 S MILITARY AV..6-251-D	131 S MILITARY AVENUE LLC	\$866.65	\$108,645.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] UPS STORE REMODEL

107327	2380 E MASON ST , SUITE A..21-126-3	HOBLOB GREEN BAY EAST LLC	\$2,900.60	\$750,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NO PLUMBING WORK UNTIL PLBG PLAN REVIEWED - PVC 7/11/2022
NO SIGNATURE ON PLUMBING PERMIT. EMAILED TO WATTERS 07/11/22 JD

108492	1711 SHAWANO AV..6-352	DENTAL ARTS BUILDING ASSOC	\$861.80	\$200,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] OFFICE REMODEL

108726	2350 E MASON ST , Unit: SUITE 2..21-126-7	GB EAST TOWN LLC	\$1,757.42	\$160,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] COSMOPROF BUILDOUT

108805	1121 MCDONALD ST..18-427	WOLF ACQUISITION LLC	\$540.00	\$20,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] OFFICE REMODEL AND DOOR WORK

108905	1814 ELIZABETH ST..21-5713	1814 ELIZABETH STREET LLC	\$443.70	\$162,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] OFFICE ALTERATION

109405	533 E WALNUT ST..11-225	GEORGE M LEPAK	\$4,471.89	\$35,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Allouez Rare Coin and Gaming Assembly

109426	433 MAIN ST..11-117	ASSOCIATED BANK NATIONAL ASSOCIATION	\$360.00	\$80,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] 6TH FLR - HR OFFICE ALTERATION

109490	2945 VOYAGER DR..21-147-4	S&L PROPERTIES GREEN BAY LLC	\$1,245.31	\$250,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] MAKEOVER PROJECT

109649	835 S VAN BUREN ST..16-293	SAINT VINCENT HOSPITAL ETAL	\$1,556.39	\$837,125.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] EQUIPMENT MOVE/REMODEL - 4th & 5th FLRS

109657	835 S VAN BUREN ST..16-293	SAINT VINCENT HOSPITAL ETAL	\$847.50	\$499,548.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] LINEAR ACCELERATOR UPGRADE
*PERMTI FEES PAID, WAITING FOR PLBG PLANS BEFORE SENDING PERMIT.

109713	1727 SHAWANO AV..6-257-6	BSF1 GREEN BAY LLC	\$330.00	\$34,830.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] PLANS ARE UNDER PERMIT 104640

109201	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$1,332.58	\$2,012,387.00	Pending
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[33-320 - Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)]

103215	2232-2234 IMPERIAL LN..21-3364	KOBLE INVESTMENTS LLC	\$170.00	\$4,000.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)] Commercial deck project
No EC on grade beam

108944	124 S BROADWAY..3-322	THAVONE & MAISEE LY	\$1,307.00	\$64,000.00	Pending
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[34-1 - Change of Use (Commercial)] NO PLUMBING UNTIL THE PLANS ARE APPROVED. - PVC 7/21/2022

109144	1614 SHAWANO AV..6-235-A-1	PSR REAL ESTATE HOLDINGS LLC	\$120.00	\$14,623.00	Pending
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[34-328 - Shed, Yard Building (Commercial)] SHED 14X26

109179	420 REAR S OAKLAND AV..3-906-1	FOX RIVER ELEVATOR LLC	\$140.00	\$12,500.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] T- Mobile - Upgrade

109227	307 S ADAMS ST..13-83	GREEN BAY CITY OF CITY HALL ANNEX	\$0.00	\$260,000.00	Pending
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[34-1 - Fence (Commercial)] SECURITY FENCE
 *NEED CONTRACTOR INFO, PERMIT NOT EMAILED YET

109524	401 N BROADWAY..5-882	HISTORIC RESTORATIONS LLC	\$70.00	\$5,800.00	Pending
[34-1 - Roofing (Commercial)] ROOF REPAIR					
109565	500 BEVERLY RD..21-1243	GREEN BAY CITY OF	\$0.00	\$0.00	Pending
[34-328 - Shed, Yard Building (Commercial)] BICYCLE STORAGE					
109572	2450 UNIVERSITY AV..21-1254-2	EHLINGER LARRY M & CAROL S REVOCABLE TRUST	\$70.00	\$4,700.00	Pending
[34-1 - Temporary Office/Trailer/Event (Commercial)] TENT - CELLCOM APPRECIATION DAY					
109578	3159 VOYAGER DR..21-173-8	TWO ALLOUEZ PROPERTIES LLC	\$70.00	\$5,000.00	Pending
[34-1 - Roofing (Commercial)] ROOF REPAIR- REMOVE OLD SHINGLE, REPLACE WITH NEW SAME COLOR					
109628	2072 IMPERIAL LN..21-3353	KOBLE INVESTMENTS LLC	\$70.00	\$8,000.00	Pending
[34-1 - Fence (Commercial)] DUMPSTER ENCLOSURE					
109644	1401 E MASON ST..17-848	WALTRUST PROPERTIES INC	\$70.00	\$8,800.00	Closed
[34-1 - Fence (Commercial)] FENCE -6' wood panels					
109653	1700 WESTERN AV..6-131-2	KELLY S BIGELOW	\$70.00	\$3,552.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] NEW STOOPS, WALKWAY					
109654	1704 WESTERN AV..6-131	KELLY S BIGELOW	\$70.00	\$1,665.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] NEW STOOP					
109660	3757 FINGER RD ..21-22	GREEN BAY CITY OF	\$70.00	\$9,400.00	Pending
[34-649 - Demolition - Interior (Commercial)] BARN RAZE					
109712	1600T WOOD LN ..6H-1219-2-A	BRIDGE POINT CHURCH INC	\$140.00	\$16,000.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] TDS METROCOM PROJECT - CABINET 0913CA					
109735	440 ST. BERNARD DR..21-446-2	SAINT BERNARD CONGREGATION	\$140.00	\$188,240.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACE EXISITNG PARKING LOTS					
105942	823 ELMORE ST..5-1450	MATTHEW J & AMBER M MICOLICHEK	\$50.00	\$1,200.00	Pending
[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR					
109021	1006 CLINTON ST..2-685-A	TAYLOR KALLIAN	\$50.00	\$1,200.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE - 100 AMP PANEL					
109189	3586 CHURCH RD..22-2149	JULIE & CHRIS HIGGINS	\$100.00	\$22,875.00	Pending
[40-1 - Solar Panels - Electric] ROOF MOUNTED SOLAR PANELS					
109338	832 ROY AV..18-1394	MALISSA & MATTHEW DANE CHRISTENSEN	\$50.00	\$200.00	Closed
[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIRS - REPLACE BROKEN CONNECTOR AND STRAPS ON SERVICE RISER CONDUIT					
109342	3489 BLACKWOLF RN..22-1867	DAVID N & JANE M HANSEN	\$50.00	\$1,520.00	Closed
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] INSTALL 1450R AND #6 COPPER TO 50 AMP BREAKER					
109384	829 THRUSH ST..18-1276	SHIRLEY A PALMER	\$50.00	\$750.00	Pending
[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR					
109410	1592 BOND CT..6-1358	ELLEN T THUERWACHTER	\$50.00	\$1,500.00	Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE

109425 1811 DE GRAND ST..6H-1526 MARY ANN & VAUGHN MOORE \$100.00 \$12,000.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] GENERATOR INSTALL

109438 850 MATHER ST..5-169 BECKY VANDENBERG \$50.00 \$1,292.00 Closed

[40-1 - Electrical Service - Repair (Residential)] REPAIR SERVICE MAST

109440 2413 OAKWOOD DR..6H-1500 STEVEN R ROWBOTHAM \$50.00 \$1,033.00 Pending

[40-1 - Electrical Service - Repair (Residential)] REPAIR SERVICE MAST

109467 201 S MILITARY AV..6-1714 BL BRANCH GROUP II LLC \$140.00 \$25,000.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REPLACE LIGHT FIXTURES - INTERIOR AND EXTERIOR

109486 2090 WEST POINT TERR..6H-1562 HARLEY DAVID & SALLY A MAES \$50.00 \$350.00 Closed

[40-1 - Electrical Service - Repair (Residential)] REPLACE WEATHER HEAD

109492 3488 GOLF DR..21-3626 ALISSA J & BRANDON L LAUNDRIE \$50.00 \$1,200.00 Closed

[40-1 - Electrical Service - Change (Residential)] PANEL CHANGE

109514 616 PINE TE..6-153-A-1 ROBERT C LAES \$50.00 \$1,163.00 Pending

[40-1 - Electrical Service - Repair (Residential)] REPAIR BENT SERVICE MAST

109516 2727 DURHAM RD..22-1517 JOSE & MARIA GUADALUPE MACIAS SANCHEZ \$125.00 \$32,765.00 Pending

[40-1 - Solar Panels - Electric] ROOF MOUNTED SOLAR PANELS

109528 508 VROMAN ST..5-253 INNESS MAN WING WAN \$50.00 \$1,000.00 Pending

[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIRS - REPAIR LINE THAT WAS RIPPED OFF HOUSE DUE TO STORM

109530 1269 ELMORE ST..5-1334 RANDY J & SARA E STOCKER \$50.00 \$300.00 Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE

109531 1260 KENWOOD ST..1-2663 CAROL M & DONALD E MILLER \$50.00 \$1,500.00 Closed

[40-1 - Electrical Service - Repair (Residential)] REPAIR METER SOCKET AND MAST

109540 1302-1304 HOBART DR..6H-1676 LORI B DESTARKE \$50.00 \$700.00 Closed

[40-1 - Electrical Service - Temporary (Residential)] 100 AMP TEMP ELEC SERVICE

109542 1428 S FISK ST..6-974 JOYCE M & RICHARD W HRUSKA \$50.00 \$1,100.00 Pending

[40-1 - Electrical Service - Repair (Residential)] REPLACE BENT SERVICE MAST AND INSTALL GROUND RODS

109543 2551 INDIAN HILL DR..6H-1053-4 GRACE M & DAMON M KIENITZ \$50.00 \$1,980.00 Pending

[40-1 - Electrical Service - Change (Residential)] PANEL CHANGE AND INSTALL CIRCUITS FOR MICROWAVE, DISHWASHER AND DISPOSAL

109548 1109 ST. GEORGE ST..7-472 KYLE CROPEY \$150.00 \$7,920.00 Pending

[40-1 - Solar Panels - Electric] ROOFTOP SOLAR PANELS

109560 823 14th AV..2-566 CAROL J MORRISON \$50.00 \$350.00 Closed

[40-1 - Electrical Service - Repair (Residential)] WIRING FOR WHIRLPOOL/HOT TUB

109575 1677 CAREFUL DR..6-1660-2 ALIREZA KAMKAR, ETAL \$50.00 \$1,600.00 Pending

[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIR - STORM DAMAGE

109576 518 CONGRESS ST..16-51 BARBARA & JOSEPH H PEOT \$0.00 \$1,500.00 Withdrawn

[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIR - STORM DAMAGE

109616	1120 SUYDAM ST..17-1016-A	ANNA M DAHL	\$50.00	\$500.00	Closed
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] PANEL CHANGE

109618	1713 JUNIPER DR..21-1110-M-135	PATRICIA M BORUCKI	\$50.00	\$1,000.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] REPLACE SERVICE MAST

109630	1253 BENJAMIN CT..21-6409	TERESA E & JAN K MEYER	\$50.00	\$1,149.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] QMERIT CAR CHARGER INSTALL

109631	101 CHERRY ST..12-217	WI-RFL 211 LLC	\$70.00	\$2,500.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALL 60 AMP 240V CIRCUIT TO CAR CHARGING STATION

109633	1297 MARIAN LN..1-2074	JOEL & BRIANNA GRIFFITH	\$50.00	\$1,300.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] QMERIT CAR CHARGER INSTALL

109636	1216 REED ST..5-676-E	DAVID T PETERSON, ETAL	\$50.00	\$3,000.00	Pending
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE - 100 AMP TO 200 AMP

109650	1720 CHATEAU DR..6-1553	STEVEN M COONEY	\$100.00	\$13,000.00	Pending
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[40-1 - New Electrical System (Residential)] GENERATOR

109666	1640 PREBLE AV..19-364	KENNETH C & ELCY M REIGH	\$50.00	\$500.00	Closed
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[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR - BENT MAST FROM TREE DAMAGE

109678	1419 GRIGNON ST..17-653	PIERNER RENTALS LLC	\$50.00	\$1,500.00	Pending
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[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE

109698	1212 LARK ST..18-1076	WENDY K & ERIC A JOHNSON	\$50.00	\$495.00	Closed
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[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE

109715	2218 JAMESFORD AV..21-2678-T-26	HAROLD C RADUE	\$50.00	\$2,000.00	Closed
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[40-1 - Electrical Service - Change (Residential)] REPLACE 100 AMP FUSE BOX WITH 100 AMP BREAKER BOX

109717	118 S BAIRD ST..14-231	DAVID JONES	\$50.00	\$500.00	Closed
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[40-1 - Electrical Service - Repair (Residential)] REPAIR METER BASE

109736	1435 ROSALIE LN..6-1010	YOU LEE & TOUA THAI LOR	\$50.00	\$500.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] REPLACE MAST DUE TO TREE DAMAGE

109748	1280 MARIAN LN..1-2064	TINA M TIPPINS	\$50.00	\$2,300.00	Pending
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE - 100 AMP TO 200 AMP

109749	1278 OREGON ST..5-669-D	MOLLY M GATSKIE	\$50.00	\$800.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] REPAIR MAST FROM STORM DAMAGE

109385	2430 SYCAMORE DR..21-4017	KOS HATCHERIES LLP	\$70.00	\$4,081.00	Closed
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[50-1 - AC Unit Only (Commercial)] AN AIR CONDITIONER

109394	2895 SHELTER CREEK CT..6H-4294	JAMES C & LISA R HANSEN	\$50.00	\$17,272.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109412	1080 ELMORE ST..5-806	MARJORIE L & ARCHIE T BELLOW	\$100.00	\$18,000.00	Pending
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[50-1 - Repair/Alter Existing HVAC System (Residential)] GENERATOR INSTALL

109413	1074 BIEMERET ST..1-2090 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	TRAVIS G REHN	\$50.00	\$6,419.00	Closed
109416	1339 NELSON ST..6-2632 [50-1 - Heating Unit Only (Residential)] FURNACE	DONALD P TAYLOR	\$50.00	\$5,758.00	Closed
109418	2619 EAST SHORE DR..21-1110-16 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	RISE & SHINE RETREATS LLC	\$50.00	\$3,900.00	Closed
109419	128 FALCON HILL CT..21-6219 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	MARY W & ROBERT E PUISSANT	\$50.00	\$5,200.00	Closed
109421	1000 MORaine WAY 1..6-3015 [50-1 - Heating and Air Conditioning Units (Residential)] AN AIR CONDITIONER & FURNACE	ALEX & KATHLEEN SHEPHERD	\$50.00	\$14,759.00	Closed
109423	1583 MAIN ST..19-311 [50-1 - Repair/Alter Existing HVAC System (Commercial)] MOVING EXISTING HVAC TO CLUB 920 SPACE	EFS LLC	\$70.00	\$1,500.00	Pending
109427	1318 BOND ST..5-1323-A-2-A [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	GARY J GOLOMSKI	\$50.00	\$3,650.00	Closed
109428	1720 SMITH ST..19-516 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	LISA M ARCAND	\$50.00	\$4,300.00	Pending
109429	3230 SITKA ST..21-34-7 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	LAUREL A & WAYNE E RICHTER	\$50.00	\$5,300.00	Closed
109430	3027 W MASON ST..6H-3601 [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER	LACEY & JOSEPH T MILLER	\$50.00	\$11,200.00	Closed
109431	1508 HARVEY ST..19-599 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	JESUS & MA DEL REFUGIO BUSTAMANTE ORTEGA	\$50.00	\$4,200.00	Closed
109432	1631 CHICAGO ST..21-1551 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	ROQUE AVILANUNEZ, ETAL	\$50.00	\$4,100.00	Closed
109444	1006 N MILITARY AV..6-2775 [50-1 - AC Unit Only (Commercial)] 2 COMMERCIAL AC UNITS	SUMMIT MARLA VISTA MANOR LLC	\$140.00	\$13,147.00	Closed
109457	201 N WASHINGTON ST..12-23 [50-1 - Heating Unit Only (Commercial)] FURNACE	GOELZ JEFFREY J LIVING TRUST	\$70.00	\$12,000.00	Pending
109471	1792 FIESTA LN..21-820-M-18 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	JENNY L SZALKOWSKI	\$50.00	\$4,000.00	Closed
109473	2454 CREST LN..21-3765 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	MARY J & ROY C JOHNSON	\$50.00	\$4,400.00	Closed
109475	2637 GARDEN MEADOWS CT ..21-6270-54 [50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER	MARTIN R & EVE K HASTINGS	\$50.00	\$8,920.00	Pending
109495	1510 S ONEIDA ST..1-2312 [50-1 - Heating Unit Only (Residential)] FURNACE	RELAX RENTALS LLC	\$50.00	\$4,733.00	Closed
109496	941 VELD AV..18-830	DAVID L MOORMAN	\$50.00	\$3,500.00	Closed

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109497	1367 BIEMERET ST..6-911	KILLIAN O'DONNELL	\$50.00	\$5,000.00	Pending
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITOINER

109498	110-112 LITTLE SWISS PL..21-82-1	LINDA J GLASS	\$50.00	\$3,950.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109499	110 LITTLE SWISS PL..21-82-1	LINDA J GLASS	\$50.00	\$2,800.00	Closed
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[50-1 - Heating Unit Only (Residential)] A FURNACE

109500	118 N ONEIDA ST..3-1142-D	BLIA LOR	\$50.00	\$4,000.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109501	3559 FAYETTE LN..21-5554	JASON A RAY	\$50.00	\$6,650.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109502	804 TOMMARK ST..2-58-A	SANDRA CAMARGO MORENO	\$50.00	\$8,050.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109503	2760 VAN BEEK RD..21-156-9	WILLIAM E SAWINSKI	\$50.00	\$3,650.00	Pending
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109504	1752 WEDGEWOOD DR..6-122-3	VIRGINIA D STATLER	\$50.00	\$3,750.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109505	362 MOON VALLEY DR..21-5017	RUTH A DAAVETILA	\$50.00	\$5,750.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109506	1745 LILAC LN..21-2542-K-3	MARC A SCHINKER, ETAL	\$50.00	\$11,300.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109521	711 BASCOM WAY..21-2999	MARLENE M BAILEY	\$50.00	\$11,000.00	Pending
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109532	1838 NEAL CT..21-2865	SEN VANG	\$50.00	\$5,254.00	Closed
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

109553	1335 MAIN ST..8-302	SANEHA REAL ESTATE INC	\$70.00	\$8,163.00	Pending
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[50-1 - AC Unit Only (Commercial)] AN AIR CONDITIONER

109554	1012 MORaine WY, UNIT 4..6-3038	MICHELLE KARSTENS	\$50.00	\$11,004.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

109562	119 S JACKSON ST..14-323	CHRISTINA H & JOEL R JOSKI	\$50.00	\$9,336.00	Pending
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[50-1 - Heating Unit Only (Residential)] 2 FURNACES

109563	2595 GREENBRIER RD..21-6530-23	LINDA A JACKSON	\$50.00	\$12,480.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109564	2494 VAGABOND ST..21-3196	SUZANNE & GER VANG	\$50.00	\$5,140.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109566	984 HOWARD ST..3-287	RICHELLE R BRAUN	\$50.00	\$4,675.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109567	100 PACKERLAND DR..6H-1053-8 [50-1 - AC Unit Only (Commercial)] AN AIR CONDITIONER	BAY INVESTMENTS LLC	\$70.00	\$5,400.00	Pending
109571	823 NEVILLE AV..18-355 [50-1 - Heating Unit Only (Residential)] A FURNACE	WADE M CONARD	\$50.00	\$2,000.00	Closed
109579	1414-1416 BEECH TREE DR..6H-1716 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	MARY L HARDIEROZE	\$50.00	\$4,000.00	Closed
109580	229 N ONEIDA ST..5-1536 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	DAWN L & DANIEL L KUEHN	\$50.00	\$5,251.00	Closed
109581	1152 LOCH DR..6-643 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	ESTHER GERRITS	\$50.00	\$8,670.00	Pending
109582	2747 E CARRERA CT..22-1727 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	THE FRANCIS & PATRICIA DE GRAVE LIVING TRUST	\$50.00	\$8,675.00	Pending
109594	1487 ELIZA ST..17-967 [50-1 - Heating Unit Only (Residential)] A FURNACE *LET JASON KNOW WHEN THIS IS PAID SO HE CAN CLOSE IT.	MICHAEL C HERMAN	\$50.00	\$1,500.00	Closed
109601	1515 KALAHARI DR ..6H-3255 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	TONYA M & JOHN G WICKESBERG	\$50.00	\$4,575.00	Pending
109602	1207 11th AV..1-200 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	WILLIAM CAMERON	\$50.00	\$7,288.00	Pending
109603	464 EDELWEISS DR..21-3471 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	KA XIONG, ETAL	\$50.00	\$6,567.00	Closed
109605	3065 CRUSADE LN..6H-3462 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	JOHN E & MARY K CREVCOURE	\$50.00	\$6,567.00	Closed
109606	2413 SYCAMORE DR..21-3992 [50-1 - AC Unit Only (Commercial)] AN AIR CONDITONER	KOS HATCHERIES LLP	\$70.00	\$4,256.00	Pending
109607	2433 SYCAMORE DR..21-3992 [50-1 - AC Unit Only (Commercial)] AN AIR CONDITIONER	KOS HATCHERIES LLP	\$70.00	\$4,256.00	Pending
109609	2411 SYCAMORE DR..21-3997 [50-1 - Heating and Air Conditioning Units (Commercial)] A FURNACE AND AIR CONDITIONER	KOS HATCHERIES LLP	\$140.00	\$7,810.00	Pending
109610	1720 CHATEAU DR..6-1553 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	STEVEN M COONEY	\$50.00	\$4,000.00	Closed
109614	115 BERGER ST..21-2596 [50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE & AIR CONDITIONER	KENNETH E JACQUES	\$50.00	\$12,195.00	Closed
109624	2948 SUZANNE CT..21-817-6 [50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER	CONARD MARILYN K SURVIVORS TRUST	\$50.00	\$10,400.00	Closed
109637	1145 LA COUNT RD..6H-3642 [50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE	CHRISTOPHER J KWATERSKI	\$50.00	\$9,035.00	Closed
109638	1143 LA COUNT RD..6H-3642	CHRISTOPHER J KWATERSKI	\$50.00	\$9,035.00	Closed

[50-1 - Heating and Air Conditioning Units (Residential)] AN AIR CONDITIONER & FURNACE

109645 2626 FINGER RD..21-118-17 SUMMIT CARRINGTON MANOR LLC \$70.00 \$5,000.00 Pending

[50-1 - AC Unit Only (Commercial)] AN AIR CONDITIONER

109697 1107 REED ST..3-1127 TARA CASSIDY & DUSTIN BUETTNER \$50.00 \$9,200.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109701 118 S WASHINGTON ST..12-341 JULIE BALZA \$140.00 \$11,561.00 Pending

[50-1 - Heating and Air Conditioning Units (Commercial)] A FURNACE AND AIR CONDITIONER

109703 2562 LAREDO LN..6H-2039 ROBERT G CORMIER \$50.00 \$8,000.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109704 975 MT. HOOD CT..21-6111 ADAM D STORDEUR, ETAL \$50.00 \$3,900.00 Closed

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109705 809 CHRISTIANA ST..3-142 TJV INVESTMENTS LLC \$50.00 \$7,400.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109706 1936 FIESTA LN..21-461-1-6 YADIRA ARELLANO MALDONADO \$50.00 \$5,850.00 Pending

[50-1 - Heating Unit Only (Residential)] A BOILER

109708 1140 S GREENWOOD AV..1-528 BK INVESTMENTS I LLC \$50.00 \$2,500.00 Pending

[50-1 - Heating Unit Only (Residential)] FURNACE

109721 978 DOUSMAN ST..5-721 DANIEL P CARTER \$50.00 \$10,100.00 Closed

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER
*INSTALL DATE 7/28/22

109722 3430 YORKSHIRE DR..22-1588-114 MELISA L & CURT D VANCALSTER \$50.00 \$11,918.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109725 1112 GOODELL ST..17-631-B JACOB & KELLY YORKSON \$50.00 \$3,800.00 Pending

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109726 879 HUBBARD ST..5-534 MAX J TREPANIER \$50.00 \$3,950.00 Pending

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109727 1773 BEAVER DAM DR..6-2054 DONALD P & EILEEN M GUTOWSKI \$50.00 \$4,200.00 Pending

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109737 1172 BOND ST..5-1307-2 WILLIAM SENTOWSKI \$50.00 \$4,000.00 Pending

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109738 3323 NAUTICAL AV..22-1495 DANIEL D & RACHEL R YANKE \$50.00 \$6,690.00 Pending

[50-1 - Heating Unit Only (Residential)] A FURNACE

109739 998 LANGLADE AV..1-377 RACHAEL GUGLUIZZA \$50.00 \$5,448.00 Pending

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109740 2782 ENGLEWOOD RD..21-6074 WAYNE E & LINDA A HEUMPFNER \$50.00 \$16,335.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109741 850 VENUS DR..21-4639 TOU & SEE WA YANG \$50.00 \$14,435.00 Pending

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109742	1564 ELM ST..19-98	WILLIAM R RUSCH	\$50.00	\$8,000.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109743	2546 FORESTVILLE DR..6H-2225	RANDALL P & CONNIE J CONNOUR	\$50.00	\$10,222.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109759	600 AURORA DR..21-4872	GLEND A & FRANCIS X MCCONNELL	\$50.00	\$9,150.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109760	549 ONTARIO RD..21-5372	EVA L BUSS	\$50.00	\$6,834.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109761	439 S HURON RD..21-7446	TRICIA & ROBERT PAUZE	\$100.00	\$8,110.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

*DOUBLE FEE

*NEED A PHONE NUMBER FOR OWNER

109763	1626 LANGLADE AV..6-946	MOLLY A KRIZENESKY, ETAL	\$50.00	\$2,231.00	Pending
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109764	3317 STAR CREEK CT..21-7580	SORRELLS CHRISTOPHER C & CAROL W JT REVOC TRUST	\$50.00	\$18,367.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

108800	821 E WALNUT ST..10-102	D JONES PROPERTIES LLC	\$30.00	\$4,900.00	Pending
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] INSTALL STORM SEWER LATERAL

*No assessment fee per Mark Aerts

109378	1140 S GREENWOOD AV..1-528	BK INVESTMENTS I LLC	\$100.00	\$1,200.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE TOILET, NEW VANITY AND KTICHEN SINK. MAKE SURE ELEC IS UP TO CODE

109395	1641 NANCY AV..6-1272	DEBORAH L & DANIEL R WEAVER	\$1,080.00	\$4,000.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION - INSTALLING A YARD DRAIN AND CONNECTING TO MINI STORM

109397	1515 BOND ST..6-2881	BETTY J FELLOWS	\$50.00	\$16,819.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

109411	2044 CRESTWOOD SPRINGS DR..6H-4444	ANN M & DORIS A STEINFELDT	\$100.00	\$4,000.00	Pending
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[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS

109420	1207 E MASON ST..14-1263	MONTE CARLO INVESTMENTS LLP	\$155.00	\$3,200.00	Pending
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[60-1 - Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)] GREASE TRAP

109450	1000 12th AV..2-855	KARMEN S KEITH	\$30.00	\$3,800.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER SERVICE

109465	1003 TOMMARK ST..2-69-B-1	ANN M JOPPE	\$50.00	\$6,000.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE

109468	543 AVON CT..21-820-R-26	LON W & BONNIE L MOSBRUCKER	\$50.00	\$1,500.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] INSTALLATION OF WALK IN SHOWER

109472	917 S BAIRD ST..17-711	REBECCA M & BRET K BLOZINSKI	\$50.00	\$10,312.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXING VALVE AND TRAP

109478	1010 MARSHALL AV..18-299	CHARLES L WIDI	\$30.00	\$4,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] RELAY WATER SERVICE

109479	1002 LINCOLN ST..18-619	LINDA L LALUZERNE	\$30.00	\$4,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] RELAY WATER SERVICE

109482	129 GARDEN GATE CT..6H-3758	SUSAN A & WILLIAM J POWERS	\$100.00	\$5,000.00	Closed
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[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLER
* WILL SEND PLAN WHEN INSTALLED

109534	1588 PROPER ST..19-284	LUIS A CRUZ SOTO	\$30.00	\$3,750.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] RELAY LEAKING WATER SERVICE

109536	1141 CASS ST..14-1125	ARNOLD R & DIANE M MILLER	\$30.00	\$3,900.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] RELAY GALVANIZED WATER SERVICE

109537	821 N BROADWAY..5-44	JARED N & EMILY L METOXEN	\$30.00	\$4,400.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] RELAY WATER SERVICE

109538	1450 S CHESTNUT AV..1-972	DIGNUS INVESTMENT GROUP LLC	\$30.00	\$4,700.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] RELAY WATER SERVICE

109539	1203 REBER ST..20-44-42	SALVADOR & ERLINDA PEREZ	\$30.00	\$3,900.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] RELAY WATER SERVICE

109544	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$660.00	\$25,000.00	Pending
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[60-1 - New Plumbing System (Commercial)] REROUTING FIRE AND STORM LINES

109550	716 DOUSMAN ST..5-619	LEROY G SCHLORF	\$50.00	\$24,000.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] DRAIN AND WATER PIPE REPLACEMENT, TOILET REPLACEMENT, 2 SUMP PUMP BASIN AND PUMP INSTALLATION

109552	955 SCHOOL PL..3-851	MALTEESE MANORS LLC	\$30.00	\$4,100.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] GALVANIZED WATER SERVICE - LEAD WATER PROGRAM

109574	3546-3548 GOLF DR..21-16-1-14	AMY S & JUSTIN R MILLER	\$30.00	\$3,500.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] CONNECT YARD DRAIN TO STORM LATERAL

109577	2034 BUCKTHORN TR..6H-4437	EMILY ELIZABETH & WILLIAM JAMES FRIDLAND	\$100.00	\$4,000.00	Pending
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[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS

109587	1706 DEBRA LN..21-1111-P-61	TIM A RAY	\$30.00	\$500.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] REPAIR SUMP PUMP LATERAL

109597	234 S WASHINGTON ST..13-2	HARP & EAGLE LTD	\$70.00	\$1,500.00	Closed
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[60-1 - Water Heater (Commercial)] WATER HEATER REPLACEMENT AND ADD SMALL EXPANSION TANK

109600	2441 ROBINSON AV..21-3246	JACQUELINE M SERVAIS	\$1,080.00	\$3,700.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] INSTALL SUMP PUMP LATERAL

109611	511 HEYRMAN ST..21-2523-8	MAYRA DUARTE	\$30.00	\$1,724.00	Pending
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[60-1 - Water Heater (Residential)] WATER HEATER

109626	3340 INDIGO BLUFF CT..21-7931	VIEGUT LANNY J & CHERYL A LIVING TRUST OF 2011	\$100.00	\$4,000.00	Pending
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[60-1 - Lawn Sprinklers (Residential)] UNDERGROUND SPRINKLERS

109639	130 E WALNUT ST..12-38-2	BELLIN BUILDING LLC	\$70.00	\$1,995.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Commercial)] INSTALL PROPERLY SIZED WATER PIPING TO SERVE AN ESPRESSO MACHINE AND INLINE CODE COMPLAINT BACKFLOW PREVENTER WILL BE PROVIDED AND INSTALLED

109640	712 DOUSMAN ST..5-618	VANDERSTEEG MARJORY E REVOCABLE LIVING TRUST	\$50.00	\$13,278.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER INCLUDING MIXING VALVE AND TRAP					
109642	625 S JEFFERSON ST..15-95	DEAN T CAVANAUGH	\$30.00	\$8,600.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER SERVICE					
109656	1302 WESTERN AV..3-815-1	KIMBERLY DICKENSON	\$30.00	\$1,500.00	Closed
[60-1 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY SEWER REPAIR					
109658	517 N BAIRD ST..8-328	D JONES PROPERTIES LLC	\$70.00	\$1,700.00	Pending
[60-1 - Water Heater (Commercial)] WATER HEATER					
109679	834 NICOLET AV..2-740	JASON D PRIES, ETAL	\$50.00	\$8,503.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE & TUB/WALL UNIT					
109683	827 11th AV..2-474	DALE F & DEBRA M RADER	\$30.00	\$4,300.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER SERVICE					
109684	2984 SUSSEX RD..22-2104	JODINE L & ROBERT D DELAHAUT	\$30.00	\$300.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] REPAIR STORM SEWER LINES					
109685	1738 11th AV..1-1271	WELTY PARTNERS LLC	\$1,080.00	\$1,000.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] INSTALL SUMP PUMP LATERAL AND YARD DRAIN					
109700	1764 EDISON ST..21-3312	LARRY R & THERESA M LIEBERT	\$30.00	\$2,900.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] RELAY SUMP PUMP LATERAL					
109731	841 PHOEBE ST..18-664	REBECCA MARIE HAEN	\$30.00	\$4,200.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] RELAY GALVANIZED WATER SERVICE					
109732	613 PHOEBE ST..5-21	RICHARD A & LESLIE J CLARK	\$30.00	\$3,500.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] RELAY GALVANIZED WATER SERVICE					
109744	1056 HICKORY HILL DR..1-136	ARNOLD P BLOCK	\$30.00	\$1,300.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPAIR SUMP PUMP LATERAL					
109753	1040 ELMORE ST..5-754	MICHAEL GILSOUL	\$30.00	\$3,640.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] WATER SERVICE REPLACEMENT					
74279	320 N BROADWAY..5-1752	DDL HOLDINGS LLC	\$84.50	\$1.00	Pending
[70-1 - Signs - Permanent]					
109051	533 E WALNUT ST..11-225	GEORGE M LEPAK	\$256.88	\$6,000.00	Pending
[70-1 - Signs - Permanent] Allouez Rare Coin lit sign/ Remove and dispose of existing banner. Colors include gold yellow vinyl and black. Aluminum channel letters with 5" returns, acrylic faces and trim cap. Two temporary signs 4x8 dibond printed panels exist on the site, one will be removed.					
109123	126 S BROADWAY..3-1300	URBAN CONCEPTS LLC	\$80.30	\$8,500.00	Pending
[70-1 - Signs - Permanent] Bay Area Burger Co awning on 126 S Broadway					
109377	201 S MILITARY AV..6-1714	BL BRANCH GROUP II LLC	\$102.90	\$3,000.00	Pending
[70-1 - Signs - Permanent] REMOVE EXISTING CHANNEL LETTERS ON WEST AND NORTH ELEVATIONS AND REPLACING WITH NEW LED CHANNEL LETTERS.					
109461	3086 VOYAGER DR..21-142-1	RESCOURCE ONE REALTY LLC	\$91.61	\$1.00	Pending
[70-1 - Signs - Permanent] Replacing illuminated reader board sign SENT REQUEST FOR EST. COST OF CONSTRUCTION. 07/19/22					
109588	3731 FINGER RD..21-22	GREEN BAY CITY OF	\$80.00	\$5,800.00	Pending

[70-1 - Signs - Permanent] Carnivore Meat Company is building a new building at 3757 Finger Road, application: construction signs.
One new temporary construction sign on the back of their property near Mason Street

109592	445 LAVERNE DR..21-356	DCD VENTURE LLC	\$89.60	\$1,100.00	Pending
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[70-1 - Signs - Permanent] Free standing pole sign

109612	1265 LOMBARDI AV..1-1841-A	GREEN BAY CITY OF LAMBEAU FIELD	\$204.20	\$12,000.00	Pending
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[70-1 - Signs - Permanent] Invisalign South Gate replacement of Shopko Gate.
Side wall directional sign not included. Only gate refacing, must be consistent with other gates and will need a variance for size.

109696	115 N ADAMS ST..12-117	GREEN GENES REAL ESTATE LLC	\$81.82	\$1,000.00	Pending
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[70-1 - Signs - Permanent] Projecting sign for business.

109724	3731 FINGER RD..21-24	GREEN BAY CITY OF	\$80.00	\$2,250.00	Pending
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[70-1 - Signs - Permanent]

Totals:	347 projects		\$101,164.32	\$38,722,588.96	
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Summary of Projects Issued

7/1/2022 to 7/31/2022

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	\$2,604.31	\$729,000.00
2 Residential - Alteration - 1 -2 Family House	18	1	10	18	12	6	9	0	\$4,352.54	\$312,600.00
3 Residential - New - 2 Family House (Duplex)	3	2	4	3	3	3	3	3	\$2,101.40	\$1,510,000.00
7 Deck, Porch, Patio, Ramp (Residential)	20	5	11	20	0	0	0	0	\$1,550.00	\$119,940.00
9 Move - Building or Structure (Residential)	1	0	0	1	0	0	0	0	\$50.00	\$2,000.00
9 Raze - Building or Structure (Residential)	1	0	0	1	0	0	0	0	\$50.00	\$4,236.00
11 Driveway Replacement and/or Expansion (Residential)	15	0	0	15	0	0	0	0	\$800.00	\$109,196.00
11 Fence (Residential)	40	0	0	40	0	0	0	0	\$2,050.00	\$262,845.96
11 Foundation Repair (Residential)	12	0	0	12	0	0	0	0	\$600.00	\$195,648.00
11 Garage/Carport/Shed (residential)	14	6	5	14	4	0	0	0	\$1,175.00	\$232,500.00
11 Swimming Pool (Residential)	2	2	2	2	2	0	0	0	\$300.00	\$30,000.00
11 Z - Misc Project Not Listed (Residential)	6	0	2	6	2	1	2	0	\$675.00	\$156,000.00
30 Commercial - Alteration - Multi-Family of 3 or more units	3	0	2	3	3	1	2	0	\$1,700.55	\$241,021.00
30 Commercial - New - 5 or More Family Building	1	0	4	1	1	1	1	1	\$6,263.49	\$700,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	13	0	17	13	13	11	6	0	\$16,181.26	\$3,137,148.00
31 Commercial - New - Amusement, Social, Recreation (theaters, auditoriums, YMCA's w/o beds, bowling alleys, radio/tv studios, athletic & social clubs, arenas, skating rinks)	1	1	0	1	0	0	0	1	\$0.00	\$250,000.00
31 Commercial - New - Hotel, Motel, Tourist Cabins Intended for Transient Accommodations	1	1	4	1	1	1	1	1	\$41,244.38	\$27,000,000.00
31 Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)	1	1	6	1	0	0	1	1	\$1,515.00	\$100,000.00
33 Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)	1	0	1	1	1	1	0	0	\$1,332.58	\$2,012,387.00
34 Cell Tower - Alteration to Existing (Commercial)	1	0	0	1	1	0	0	0	\$140.00	\$12,500.00
34 Change of Use (Commercial)	1	1	1	1	1	1	1	0	\$1,307.00	\$64,000.00
34 Demolition - Interior (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$9,400.00
34 Fence (Commercial)	3	0	0	3	0	0	0	0	\$140.00	\$276,800.00
34 Parking Lot - New & Reconstruction (Commercial)	1	0	0	1	0	0	0	0	\$140.00	\$188,240.00
34 Roofing (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$10,800.00
34 Shed, Yard Building (Commercial)	2	1	0	2	0	0	0	0	\$120.00	\$14,623.00
34 Temporary Office/Trailer/Event (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$4,700.00
34 Z - Misc Project Not Listed (Commercial)	4	1	1	4	1	0	0	0	\$450.00	\$25,217.00
40 Electrical Service - Change (Residential)	10	0	0	0	10	0	0	0	\$500.00	\$15,475.00
40 Electrical Service - Repair (Residential)	18	0	0	0	18	0	0	0	\$850.00	\$16,338.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	2	0	0	0	2	0	0	0	\$210.00	\$27,500.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	5	0	0	0	5	1	0	0	\$300.00	\$16,469.00
40 Eletrical Service - Temproary (Residential)	1	0	0	0	1	0	0	0	\$50.00	\$700.00

40 New Electrical System (Residential)	1	0	0	0	1	1	0	0	\$100.00	\$13,000.00
40 Solar Panels - Electric	3	1	2	3	3	0	0	0	\$375.00	\$63,560.00
50 AC Unit Only (Commercial)	7	0	0	0	0	7	0	0	\$560.00	\$44,303.00
50 AC Unit Only (Residential)	40	0	0	0	0	40	0	0	\$2,000.00	\$215,445.00
50 Heating and Air Conditioning Units (Commercial)	2	0	0	0	0	2	0	0	\$280.00	\$19,371.00
50 Heating and Air Conditioning Units (Residential)	23	0	0	0	0	23	0	0	\$1,200.00	\$249,186.00
50 Heating Unit Only (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$12,000.00
50 Heating Unit Only (Residential)	9	0	0	0	0	9	0	0	\$450.00	\$41,167.00
50 Repair/Alter Existing HVAC System (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$1,500.00
50 Repair/Alter Existing HVAC System (Residential)	1	0	0	0	1	1	0	0	\$100.00	\$18,000.00
60 Lawn Sprinklers (Residential)	4	0	0	0	0	0	4	0	\$400.00	\$17,000.00
60 Misc Plumbing (trement systems, grease traps, backflow valve)(Commercial)	1	0	1	0	0	0	1	0	\$155.00	\$3,200.00
60 New Plumbing System (Commercial)	1	0	1	0	0	0	1	0	\$660.00	\$25,000.00
60 Repair/Alter Existing Plumbing System (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$1,995.00
60 Repair/Alter Existing Plumbing System (Residential)	8	0	0	0	1	0	8	0	\$450.00	\$81,612.00
60 Sanitary Sewers - Connection/Repair (Residential)	1	0	0	0	0	0	1	0	\$30.00	\$1,500.00
60 Storm Sewers - Connection/Repair (Redisential)	8	0	0	0	0	0	8	0	\$3,390.00	\$20,800.00
60 Water Heater (Commercial)	2	0	0	0	0	0	2	0	\$140.00	\$3,200.00
60 Water Heater (Residential)	1	0	0	0	0	0	1	0	\$30.00	\$1,724.00
60 Water Service - Connection/Repair (Residential)	15	0	0	0	0	0	15	0	\$450.00	\$62,090.00
70 Signs - Permanent	10	10	0	10	1	0	0	0	\$1,151.81	\$39,652.00
Totals:	347	35	78	184	90	114	70	9	\$101,164.32	\$38,722,588.96



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year July, 2022	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 47,567.89	\$ 47,567.89			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 19,127.55	\$ 16,571.06		\$ 2,556.49	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 12,149.98			\$ 12,149.98	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,028.93		\$ 5,028.93		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 4,232.91		\$ 2,223.73	\$ 2,009.18	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 6,429.84			\$ 6,429.84	
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.)	\$ 400.00		\$ 400.00		
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.)	\$ 482.30			\$ 482.30	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 95,419.40	\$ 64,138.95	\$ 7,652.66	Pay This Amount \$ 23,627.79	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: [Signature] Date: 8-1-22

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: Paul R. Maly Date: 8/4/22

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
<u>Neil Basten</u>	<u>920-448-3131</u>	<u>neilba@greenbaywi.gov</u>

GENERAL ORDINANCE NO. 18-22

AN ORDINANCE REPEALING AND RECREATING CHAPTER 2, ARTICLE IX, GREEN BAY MUNICIPAL CODE, RELATING TO ETHICS

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

SECTION 1. Chapter 2, Article IX, Green Bay Municipal Code, is hereby repealed and recreated to read:

ARTICLE IX. Ethics.

Sec. 2-321. Declaration of policy.

The proper operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. To assist in attaining these goals, there is established a Code of Ethics for all City officials, including members of boards, committees, and commissions, and employees, whether elected or appointed, paid or unpaid. The purpose of this code is to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions which are incompatible with the best interests of the City and by requiring such officials and employees to disclose personal interests, financial or otherwise, in matters affecting the City. The purpose of this code and the rules and regulations established hereby are declared to be in the public interest. This article may be called the "Code of Ethics."

Comment: No change from current sec. 2-321, but see new sec. 2-328(c).

Sec. 2-322. Responsibility of public office.

Public officials and employees hold office for the benefit of the public. They are bound to uphold the state and federal constitutions; to observe the highest standards of law in the exercise of the powers and duties of their office; to impartially carry out the laws of the nation, state, and City; to discharge faithfully the duties of their office regardless of personal considerations; and to recognize that the public interest must be their prime concern.

Comment: No change from current sec. 2-321, but see new sec. 2-328(c).

Sec. 2-323 Definitions.

As used in this section:

(a) *Anything of value* means any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation and expenses paid by the City, money or items which are permitted and reported under 2-324(i), political contributions which are reported under Wis. Stats. Ch. 11, or hospitality extended for a purpose unrelated to City business by a person other than an organization.

(b) *Associated*, when used with reference to an organization, includes any organization of which an individual or a member of their immediate family is a director or officer or owns or controls, directly or indirectly, and severally or in the aggregate, at least five percent (5%) of the outstanding equity. Notwithstanding the foregoing, an elected official or employee who is appointed by the Mayor or approved by the Council to serve as an officer or board member of a private non-profit organization, or a public committee or board, does so in their official capacity as a representative of the City and, as such, is not "associated" with the private or public organization.

(c) *Board* means the Ethics Board.

(d) *City-Related Purpose* means those purposes authorized by the Common Council of the City, its boards, commissions, or committees.

(e) *Covered Person* means and includes all persons who are covered by and subject to this Code. Covered Person includes:

(1) All elected officials of the City.

(2) All City employees.

(3) All members of City boards, authorities, committees, or commissions, including subcommittees and ad hoc committees.

When a part of this ordinance only covers some Covered Persons, the ordinance will so state.

(f) *Economic interest or financial interest* means a business or cause in which a person or their immediate family member has a concern, responsibility, share, right, or title in the ownership of property in a commercial or financial undertaking which relates to the source, production, distribution, or use of the person's or immediate family member's income, wealth, or goods, including debts, or which affects or is likely to affect the welfare or the material resources of the person or immediate family member.

(g) *Immediate family* means 1. An individual's spouse or designated family or domestic partner, or 2. An individual's relative by marriage, lineal descent, or adoption, or any similar step relations of any of the above.

(h) *Organization* means any public or private, profit or non-profit, religious, educational, charitable, or political organization or entity but does not include governmental bodies.

(i) *Personal interest* means any interest greater than nominal, direct or indirect, arising from blood, marriage, adoption, guardianship, or designated family or domestic partner relations or from close business, political, or other associations.

Comment: This section is new. It takes some definitions spread out in the existing Ethics code and adds others taken from municipal codes or the State Code, Sec. 19.42, Wis. Stats. Unlike some codes, the definition of “immediate family” does not include a requirement of any level of financial support. The new definitions use the phrase “Covered Person” for persons subject to the Code.

Sec. 2-324 Standards of Conduct.

(a) *Financial gain.* No Covered Person may use their public position or office to obtain financial gain or anything of value for the Covered Person's private benefit or that of their immediate family, or for an organization with which they are associated. This subsection does not prohibit an elected official from using the title or prestige of their office to obtain contributions permitted and reported under Wis. Stats. Ch. 11.

Comment: This section replaces sections of old sec. 2-325 with language more precise and more commonly used in Ethics Codes.

(b) *Offer, solicitation, or acceptance of anything of value.* No person may offer or give to any Covered Person, directly or indirectly, and no Covered Person may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the Covered Person's vote, official actions, or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the Covered Person. This subsection does not prohibit a Covered Person from engaging in outside employment, except as may be prohibited elsewhere in this chapter.

Comment: This section replaces the ambiguous prohibition in former sec. 2-325(c)(3). Note that the question of whether a gift may violate this section is an objective standard (“reasonably be expected to influence”) and is not to be judged by the subjective belief of the Covered Person.

(c) *Conflict of interest.*

(1) No Covered Person may:

- a. Take any official action affecting, directly or indirectly, a matter in which they, a member of their immediate family, or an organization with which they are associated has a financial or personal interest.

- b. Use their office or position in a way that produces or assists in the production of a benefit, direct or indirect, for them, a member of their immediate family either separately or together, or an organization with which the Covered Person or an immediate family member is associated.

- (2) This subsection does not prohibit a Covered Person from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses or prohibit a Covered Person from taking official action with respect to any proposal to create, modify, or repeal a City ordinance, resolution, or matter benefiting the public.

Comment: *This section is new. It is modeled on sec. 19.59(1)(c), Wis. Stats., part of the state law on local government ethics limitations.*

(d) *Outside employment.*

- (1) No Covered Person shall engage in or accept private employment, or render service for a private interest, compensated or uncompensated, when such employment or service is incompatible with the proper discharge of their official duties or would tend to impair such Covered Person's independence of judgment or action in the performance of such duties.
- (2) No City employee shall engage in non-City related activities for which compensation is received for so many hours or to such an extent as to interfere with the proper performance of the duties and responsibilities of their official position.
- (3) All Covered Persons shall disclose to their supervisor or, in the case of a Covered Person without a recognized supervisor (such as elected officials or committee members), to the City Clerk, any outside employment by a third party other than the City.

Comment: *This section expands upon the prohibition in former sec. 2-325(c)(1).*

- (e) *Contracts or leases.* No Covered Person, member of a Covered Person's immediate family, nor any organization in which the Covered Person or a member of their immediate family owns or controls at least five percent (5%) of the outstanding equity, indebtedness, or voting rights may enter into any contract or lease involving a payment or payments of more than \$3,000 within a 12-month period, in whole or in part derived from funds administered by the City, unless the Covered Person has first made written disclosure of the nature and extent of such relationship or interest to the Common Council, the Board, Commission, or Authority, and to the department acting for the City in regard to such contract or lease. In addition to such disclosure, the Covered Person shall recuse themselves from taking any actions in their official capacity with respect to the contract. In addition to any other remedy under this Article, any contract or lease entered into in violation of this provision may be voided by the City in

an action commenced within 3 years of the date on which the City or any agent of the City discovered that a violation of this subsection had occurred. Nothing in this provision affects the application of Wis. Stats. § 946.13, as amended from time to time, relating to a Covered Person's activity concerning a direct or indirect financial interest in a proposed City contract.

Comment: *This section is a modification and expansion of sec. 2-325(d). It provides for the ability to void a contract entered into in violation of the section.*

(f) *Misuse of information.* No Covered Person shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the City. This includes information protected by attorney-client privilege or discussed in a closed session. No Covered Person may use or disclose information gained in the course of or by reason of their official position or activities in any way that could result in the receipt of anything of value for themselves, for a member of their immediate family, or for any other person or entity if the information has not been communicated to the public or is not a public record.

Comment: *This section expands on the current prohibition in sec. 2-325(c)(2).*

(g) *Appearance before City bodies and in other proceedings.*

(1) (a) No elected official shall appear on behalf of private interests with or without compensation before any City entity nor represent private interests in any action or proceeding against the City.

(b) No member of any board, committee, commission, or authority of the City shall appear on behalf of private interests with or without compensation before any board, committee, or commission of which they are a member nor represent private interests in any action or proceeding against the City which involves, is related to, or arises out of the work or jurisdiction of the board, committee, commission, or authority of which they are a member or negotiate with any Covered Person in connection with any such matter.

(c) No employee of the City shall appear on behalf of private interests with or without compensation before any entity for or with which they work nor appear on behalf of private interests, with or without compensation, in any action or proceeding against the City.

(2) These provisions shall not apply to the appearance of any Covered Person when subpoenaed as a witness by a party involved in litigation which may also involve the City nor to employee representatives of a certified labor organization representing any group of City employees.

(3) An elected official may appear before any City entity and confer with any Covered Person on any matter in the course of their duties as a representative of the

electorate or in the performance of public or civic obligations; however, they shall not accept any compensation therefore.

- (4) A Covered Person may appear without compensation before any City entity on any matter involving their own property or interests.

Comment: *This section is new. It limits the ability of Covered Persons to appear on behalf of third parties before the City. For employees and members of boards or commissions, the limitation only covers those areas of authority of the employee or member.*

(h) *Solicitation of funds.* No Covered Person shall solicit private donations or funds for any City-Related Purpose unless authorized to do so in their official capacity by ordinance, resolution, or rule of the City. Any Covered Person who receives funds for any City-related purpose shall file a report of the receipt and expenditure of such funds with the City Clerk within 30 days thereof. Nothing contained herein shall limit the statutory powers and authority of any public official, nor shall the provisions of this subsection prohibit the private solicitation of funds by any person or public official for any charitable, campaign, or other private purpose.

Comment: *This section essentially tracks existing sec. 2-325(c)(4).*

- (i) *Honoraria and Gifts.*

(1) No Covered Person shall accept any honoraria, gifts, or Anything of Value except as allowed by this section.

(2) A Covered Person may accept gifts unrelated to a Covered Person's relationship to the City (e.g., birthday presents from family members).

(3) A Covered Person may not accept, and no person shall offer, a gift of more than de minimus value if the gift could be perceived by a reasonable person as likely to affect the judgment or actions of the Covered Person or be perceived by a reasonable person as a reward for official action taken or an inducement to take official action by the Covered Person.

(4) A Covered Person may accept reimbursement from a third party for the costs of attending a conference or other event approved by the City, provided that the reimbursement of costs does not exceed the reimbursement that the Covered Person would receive from the City. A Covered Person invoking this provision shall obtain approval of the City Finance Director and file a report of reimbursement with the City Clerk. The Covered Person may only seek reimbursement from the City or a third party when they are attending a conference or engaged in other activities that are primarily for the benefit of the City and not for their private benefit.

(5) In the event a Covered Person receives a gift that is not allowed under this Article, the Covered Person shall either (a) pay to the City Treasurer the value of the gift, (b) give the gift back to the person who made the gift, or (c) give the gift to a non-profit organization such as a homeless shelter.

Comment: *This section is new. It covers explicitly the general ban on acceptance of gifts by Covered Persons, and the sometimes troublesome issue of Covered Persons accepting reimbursement from third parties for the costs of attending conferences or other events.*

(j) *Use of City property.* No Covered Person shall use or permit the use of City-owned vehicles, equipment, materials, or property by or for the benefit of any private person or entity, or for personal or financial gain, unless authorized to do so by City ordinance, resolution, or rule.

Comment: *This follows existing sec. 2-324. The language about arbitrarily or capriciously treating one person differently than another was removed due to concerns about enforcement and possible misuse of the section.*

(k) *Communication with City employees.* Unless otherwise provided in this code, no elected official or member of any City body shall attempt to supersede the administrative powers and duties of a Department Director or appointed official, or deputy thereof, either publicly or privately, including by giving any order(s) to any subordinate thereof. Elected officials and members of City bodies shall not attempt to unduly influence or coerce City employees concerning their actions or recommendations to any City body about personnel, purchasing, awarding contracts, selection of consultants, processing of development applications, inspection matters, or the granting of City licenses and permits.

Comment: *The content of this provision originated in the Code of Conduct, Section 3.C. The Law Department is recommending that the Code of Conduct be repealed in its entirety, and we had previously indicated that this provision would be among those that would be part of the revised Ethics code. The purpose of this section is to preempt any situation of possible undue influence or pressure over an employee when dealing with requests from an elected official.*

Sec. 2-325. Post Employment Limitations.

(a) No Covered Person shall, within 12 months of leaving their position with the City, engage in lobbying as set forth in Ch. 10, Art. XIII of this Code before any Covered Person, City entity, board, committee, or commission with which the Covered Person had duties or authority while with the City.

(b) *Employment within the City.* No Alderperson, during their term of office or within 12 months thereafter, is eligible for any employment with the City, whether by regular employment or contractual services. Exceptions to this policy will be as follows:

(1) Where an Alderperson is appointed to fill a vacancy for another elected office or is elected;

(2) Where an Alderperson serves as a poll worker or at any other position which has a stipend of less than \$1,000.00 a year; or

(3) Where an Alderperson is appointed to a post with an 80 percent majority consent of the Council.

Comment: *The first paragraph is new and is a limitation on lobbying for one year after leaving City government. The second paragraph is former sec. 2-325(c)(5).*

Sec. 2-326. Political Activity.

(a) No employee while on duty or on official City business shall, for the apparent purpose of influencing the outcome of any referendum or improving the chance of election of a person seeking elective office:

(1) Wear or display any campaign material.

(2) Distribute any campaign literature.

(3) Solicit, receive, or give subscriptions, contributions, or service for any candidate or referendum position.

(4) Actively campaign for or against any candidate or referendum position.

(b) No employee shall wear or otherwise use official uniforms, insignia, seals, etc., in political ads or for the purpose of influencing an election or referendum unless the image of such official emblem originates from a publicly available image first made public during the course of City employment and not for purposes of a campaign.

(c) No employee shall use their employment or any indicia of such employment with the City as a means of endorsement of any candidate or referendum.

(d) No employee shall in any way coerce or attempt to coerce subscriptions, contributions, or service from other employees in support of a political party or a candidate for elective office or for or against a referendum position, or retaliate against or reward an employee for refraining from participating in any political activity. All persons are subject to the limitations on solicitation from public employees contained in Wis. Stat. § 11.1207.

(e) This subsection does not apply to a response by a legal custodian or subordinate of the custodian to a request to locate, reproduce, or inspect a record under Wis. Stat. § 19.35, if the request is processed in the same manner as the custodian or subordinate responds to other requests to locate, reproduce, or inspect a record under such section

or to an employee providing other information within the knowledge of the employee by virtue of their City position, if such information is made equally available upon request to any other person.

(f) Persons subject to the federal Hatch Act shall comply with all applicable provisions of the Act.

(g) *Solicitation of staff forbidden.* Elected officials shall not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, collection of petition signatures, etc.) from City employees. City employees may, as private citizens within their constitutional rights, support political candidates, but all such activities must be done away from the workplace.

Comment: This section pulls together a number of provisions in the City's Ethics Code and Code of Conduct. Almost all ethics codes have similar limitations on political activity.

Sec. 2-327. Disclosure of Interests.

(a) *General filing for employment or appointment.* A person elected, appointed, or hired for any office or position of employment or appointed to any City of Green Bay board, commission, or authority set forth below shall file initial and amended statements of economic interest as required by the provisions of this section.

(1) Elected officials.

- a. Mayor.
- b. Municipal Judge.
- c. Alderpersons.

(2) Appointed officials.

- a. Assessor.
- b. City Attorney.
- c. Chief Building Official.
- d. Chief of Operations.
- e. City Clerk.
- f. Comptroller.

- g. Director of Community and Economic Development.
- h. Director of Parks, Recreation, and Forestry.
- i. Director of Public Works.
- j. Fire Chief.
- k. Police Chief.
- l. Treasurer.
- m. Zoning Administrator.

(3) Employees.

- a. Human Resources Manager.
- b. Mayor's Chief of Staff.
- c. Purchasing Manager.

(4) Boards.

- a. Board of Review.
- b. Ethics Board.
- c. Sex Offender Residence Board.
- d. Zoning and Planning Board of Appeals.

(5) Commissions.

- a. Annexation Commission.
- b. Equal Rights Commission.
- c. Landmarks Commission.
- d. Plan Commission.
- e. Police and Fire Commission.
- f. Public Arts Commission.

- g. Room Tax Commission.
- h. Traffic, Bicycle and Pedestrian Commission.
- i. Transit Commission.
- j. Water Commission.

(6) Authorities.

- a. Economic Development Authority.
- b. Housing Authority~~-,~~ including Green Bay Housing Authority Properties I, Inc.
- c. Redevelopment Authority.
- d. Transit Authority.

(b) *Filing statement of economic interest with Clerk.* Within seven (7) days after such person becomes a candidate for any elective City office enumerated in this section, or within seven (7) days of appointment to such office, such person shall file a statement of economic interest with the City Clerk.

(c) *Form of statement.* A person filing any statement of economic interest under this section shall file the statement on a form prescribed by the Ethics Board and shall supply the following information to the Board.

- (1) *Interest in land.* The statement shall include a description of all parcels of real estate within the City and adjoining towns or villages in which the person owns any interest, including an option to purchase, except for homestead property.
- (2) *Corporate interests.* The statement shall identify all of the person's corporate interests in any business organization, either as an owner, part owner, partner, or silent partner, in which such individual owns more than two (2) percent of the outstanding stock or more than two (2) percent of any other business ownership that is doing business with the City in an amount in excess of \$5,000.00 annually.
- (3) *Other financial holdings.* The statement shall identify any of the person's other stock or securities or other financial holdings of any type exceeding \$10,000, but excluding personal checking and savings accounts, money market funds, and any funds held in a bona fide retirement account.

(d) *Amended statements.* Any person required to file a statement hereunder shall not be required to file an amended statement unless that person undergoes a change in those economic interests that are required to be disclosed by this section. Such

person shall file the amended statement in the manner prescribed by subsection (b) of this section within seven days of the date of any change in circumstances requiring filing thereof. In addition, all persons covered by this section shall file an annual update of the statement no later than January 31 of each year. The City Clerk shall send a notice to all person covered by this section no later than December 15 of each year, notifying them of the annual update requirement.

Comment: This section picks up most of the language in sec. 2-326 of the existing Green Bay Code. It modifies current law to require filings within 7 days of the application of this section to an individual and provides that persons covered are to update their filings annually.

Sec. 2-328. Exceptions.

(a) Nothing in this ordinance shall be construed to cover the actions of a Covered Person in the official action of approving or amending City ordinances, resolutions, or rules, unless such official action was accompanied by a violation of this ordinance.

(b) Nothing in this ordinance shall be construed to limit the authority of Covered Persons to approve the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses.

(c) Sec. 2-321 and 2-322 are aspirational statements to be used in application and interpretation of this article. No complaint may be filed under this article solely claiming a violation of either of those two sections.

Comment: This section is new. The first two paragraphs are common in ethics codes to make it clear that certain routine acts of Covered Person are not to be considered as violations. The final section solves the problem of persons using the first two sections of the Code as a basis for a complaint, as they are aspirational and not to be used to create a violation where no other provision was violated.

Sec. 2-329. Disclosure and Recusal.

(a) Any Covered Person who faces a situation where they may violate the standards of conduct in sec. 2-324, or any other provision of this Article, shall determine whether such a situation requires the Covered Person to make a disclosure or to recuse themselves. Such disclosure or recusal shall take place before the matter comes before the Covered Person.

(b) The Covered Person shall disclose any conflict or financial interest or other section of the Code, as well as whether they can reasonably and objectively determine that the situation presents a tangential interest that will not conflict with their official duties, and will not influence their actions, independence, or judgment.

(c) The Covered Person need not make a disclosure if they recuse themselves. If the Covered Person determines that the situation reasonably and objectively would conflict with their official duties, or impair their independence, action, or judgment, the Covered Person shall recuse themselves from any action with respect to the matter. Recusal is accomplished by announcing that the Covered Person will take no part in the proposed action, will not discuss it with any person, will not attempt to influence any other person's action, and effectively will be absent when any aspect of the matter is considered.

Comment: *This section is new. The City's Code had no provisions directing when and how an official was to disclose a potential conflict, or in what instances recusal was required, or what recusal means. It adopts an objective standard ("reasonably and objectively would conflict with their official duties, or impair their independence, action, or judgment") to determine when recusal is necessary. Note, however, that the Code retains the current situation that the determination is to be made by the Covered Person. Nobody may force an official to recuse themselves. The remedy if an official violates this section is to file a complaint with the Ethics Board.*

Sec. 2-330. Ethics Board: Composition and Duties

(a) There shall be an Ethics Board which shall consist of five (5) regular members and one (1) alternate member: one (1) Alderperson; one (1) City officer or employee; and four (4) residents of the City, one of whom shall be an alternate who shall vote only in the absence or abstention of a regular member. Each member shall be appointed by the Mayor and subject to confirmation by the Common Council. The resident members shall not be City employees. Terms of office of citizens shall be three (3) years, and shall be staggered, so that no more than two (2) appointments are made annually. The Ethics Board shall elect its own Chairperson and Vice-Chairperson annually. If any member of the Ethics Board petitions the Board for a hearing and advice regarding their own conduct, or if a complaint is filed against a member of the Ethics Board, such member shall not be eligible to sit in their own case, and the alternate shall substitute therefor when the need arises. In the event a complaint is filed against two (2) or more members of the Ethics Board, the Personnel Committee shall sit as the *ad hoc* Ethics Board for any hearing.

(b) The City Attorney shall advise the Ethics Board and shall not represent any person requesting an advisory opinion, filing a complaint, or subject to a complaint before the Board. The City Attorney may, but need not, issue advisory opinions to any City employee covered by this Article who has a question as to the applicability of any portion hereof themselves. If the facts stated in the request for an Advisory Opinion are accurate, and the requestor follows the advice of the City Attorney, it will be prima facie evidence that no violation of this Code took place. The City Attorney may refer any request for an advisory opinion to the Ethics Board.

(c) The Ethics Board may issue advisory opinions. Any person who questions whether they may be in a position to violate the Ethics Code may make a request for an

Advisory Opinion. The Board may issue an opinion to the person. The opinion shall be public, unless the person in the original request asked that it be a confidential inquiry. Any opinion issued in response to a request for a confidential inquiry may be made public by the person obtaining the opinion. The Board also may issue summaries of confidential opinions written to protect the identity of the person requesting the opinion. If the facts stated in the request for an Advisory Opinion are accurate, and the requestor follows the advice of the Ethics Board, it will be *prima facie* evidence that no violation of this Code took place.

(d) Any adult resident of the City of Green Bay may file a sworn complaint alleging that a Covered Person has violated the Ethics Code. The complaint shall be filed with the City Attorney. Upon receipt of the complaint, the official(s) complained of shall be provided a copy and be given no less than 15 nor more than 30 days to file a written response. The complaint must allege the specific section(s) of the ethics code that were violated.

(e) *Jurisdictional Hearing.* The Board shall hold a jurisdictional hearing to determine if the allegations of the complaint merit a hearing on the substance of the allegations. The Board shall assume that allegations in the complaint are true unless contradicted by public documents of which the Board may take notice. The Board shall determine if the complaint alleges sufficient provable facts to have an evidentiary hearing. No evidentiary testimony shall be taken at a jurisdictional hearing. Any complaint filed more than one hundred eighty (180) days after the actions alleged, or the discovery of those actions by the complainant who acted with reasonable efforts to discover the actions, shall be summarily dismissed at the jurisdictional hearing.

(f) If the Board determines an evidentiary hearing shall be held, both the complainant and respondent may present such relevant evidence as will assist the Board in determining if a violation of the Code occurred. The City Attorney shall advise the Board in any hearing. If the Board finds no violation, it shall dismiss the complaint.

(g) The Board may adopt rules and procedures to govern complaints, responses to complaints, the conduct of hearings, and any other matters relevant to its duties.

(h) If the Board finds the complaint was brought in bad faith, with no reasonable basis in fact or law, or with an intent to harass the respondent, the Board may recommend that the City Attorney bring an action in the name of the City in municipal court for a forfeiture not to exceed \$200.

(i) If the Board finds that a violation occurred, the Board may take any of the following actions:

(1) Find that any violation was *de minimis* and no further action is needed.

(2) Issue an order censuring the respondent for the violation.

- (3) Recommend that the Common Council censure the respondent.
- (4) Recommend that the City Attorney bring an action in municipal court in the name of the City, seeking a forfeiture of not less than \$100 and nor more than \$500 per violation.
- (5) Recommend that the Common Council or other appropriate authority remove the respondent from public position for cause.
- (j) Except as provided for a confidential advisory opinion, the meetings and records of the Board are subject to the Open Meetings Law and Public Records Law.
- (k) The Ethics Board may recommend amendments of the Ethics Code to the Common Council.

Comment: *This section takes some provisions from the existing Code of Ethics (sec. 2-328), the Code of Conduct, and adds some common provisions from other codes of Wisconsin municipalities. It retains the jurisdictional hearing and the power to recommend amendments to the Code. It changes the period during which a complaint is to be brought from one year after the alleged violation to 180 days after the violation and retains the discovery rule. It clarifies that complaints may only be filed by residents of Green Bay.*

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

MM/ljm

08/30/22

GENERAL ORDINANCE NO. 18-22

AN ORDINANCE REPEALING AND RECREATING CHAPTER 2, ARTICLE IX, GREEN BAY MUNICIPAL CODE, RELATING TO ETHICS

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

SECTION 1. Chapter 2, Article IX, Green Bay Municipal Code, is hereby repealed and recreated to read:

ARTICLE IX. Ethics.

Sec. 2-321. Declaration of policy.

The proper operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. To assist in attaining these goals, there is established a Code of Ethics for all City officials, including members of boards, committees, and commissions, and employees, whether elected or appointed, paid or unpaid. The purpose of this code is to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions which are incompatible with the best interests of the City and by requiring such officials and employees to disclose personal interests, financial or otherwise, in matters affecting the City. The purpose of this code and the rules and regulations established hereby are declared to be in the public interest. This article may be called the "Code of Ethics."

Sec. 2-322. Responsibility of public office.

Public officials and employees hold office for the benefit of the public. They are bound to uphold the state and federal constitutions; to observe the highest standards of law in the exercise of the powers and duties of their office; to impartially carry out the laws of the nation, state, and City; to discharge faithfully the duties of their office regardless of personal considerations; and to recognize that the public interest must be their prime concern.

Sec. 2-323 Definitions.

As used in this section:

(a) *Anything of value* means any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation and expenses paid by the City, money or items which are permitted and reported under 2-324(i), political contributions which are reported under Wis. Stats. Ch.

11, or hospitality extended for a purpose unrelated to City business by a person other than an organization.

(b) *Associated*, when used with reference to an organization, includes any organization of which an individual or a member of their immediate family is a director or officer or owns or controls, directly or indirectly, and severally or in the aggregate, at least five percent (5%) of the outstanding equity. Notwithstanding the foregoing, an elected official or employee who is appointed by the Mayor or approved by the Council to serve as an officer or board member of a private non-profit organization, or a public committee or board, does so in their official capacity as a representative of the City and, as such, is not "associated" with the private or public organization.

(c) *Board* means the Ethics Board.

(d) *City-Related Purpose* means those purposes authorized by the Common Council of the City, its boards, commissions, or committees.

(e) *Covered Person* means and includes all persons who are covered by and subject to this Code. Covered Person includes:

(1) All elected officials of the City.

(2) All City employees.

(3) All members of City boards, authorities, committees, or commissions, including subcommittees and ad hoc committees.

When a part of this ordinance only covers some Covered Persons, the ordinance will so state.

(f) *Economic interest or financial interest* means a business or cause in which a person or their immediate family member has a concern, responsibility, share, right, or title in the ownership of property in a commercial or financial undertaking which relates to the source, production, distribution, or use of the person's or immediate family member's income, wealth, or goods, including debts, or which affects or is likely to affect the welfare or the material resources of the person or immediate family member.

(g) *Immediate family* means 1. An individual's spouse or designated family or domestic partner, or 2. An individual's relative by marriage, lineal descent, or adoption, or any similar step relations of any of the above.

(h) *Organization* means any public or private, profit or non-profit, religious, educational, charitable, or political organization or entity but does not include governmental bodies.

(i) *Personal interest* means any interest greater than nominal, direct or indirect, arising from blood, marriage, adoption, guardianship, or designated family or domestic partner relations or from close business, political, or other associations.

Sec. 2-324 Standards of Conduct.

(a) *Financial gain.* No Covered Person may use their public position or office to obtain financial gain or anything of value for the Covered Person's private benefit or that of their immediate family, or for an organization with which they are associated. This subsection does not prohibit an elected official from using the title or prestige of their office to obtain contributions permitted and reported under Wis. Stats. Ch. 11.

(b) *Offer, solicitation, or acceptance of anything of value.* No person may offer or give to any Covered Person, directly or indirectly, and no Covered Person may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the Covered Person's vote, official actions, or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the Covered Person. This subsection does not prohibit a Covered Person from engaging in outside employment, except as may be prohibited elsewhere in this chapter.

(c) *Conflict of interest.*

(1) No Covered Person may:

- a. Take any official action affecting, directly or indirectly, a matter in which they, a member of their immediate family, or an organization with which they are associated has a financial or personal interest.
- b. Use their office or position in a way that produces or assists in the production of a benefit, direct or indirect, for them, a member of their immediate family either separately or together, or an organization with which the Covered Person or an immediate family member is associated.

(2) This subsection does not prohibit a Covered Person from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses or prohibit a Covered Person from taking official action with respect to any proposal to create, modify, or repeal a City ordinance, resolution, or matter benefiting the public.

(d) *Outside employment.*

(1) No Covered Person shall engage in or accept private employment, or render service for a private interest, compensated or uncompensated, when such employment or service is incompatible with the proper discharge of their official duties or would tend to impair such Covered Person's independence of judgment or action in the performance of such duties.

(2) No City employee shall engage in non-City related activities for which compensation is received for so many hours or to such an extent as to interfere with the proper performance of the duties and responsibilities of their official position.

(3) All Covered Persons shall disclose to their supervisor or, in the case of a Covered Person without a recognized supervisor (such as elected officials or committee members), to the City Clerk, any outside employment by a third party other than the City.

(e) *Contracts or leases.* No Covered Person, member of a Covered Person's immediate family, nor any organization in which the Covered Person or a member of their immediate family owns or controls at least five percent (5%) of the outstanding equity, indebtedness, or voting rights may enter into any contract or lease involving a payment or payments of more than \$3,000 within a 12-month period, in whole or in part derived from funds administered by the City, unless the Covered Person has first made written disclosure of the nature and extent of such relationship or interest to the Common Council, the Board, Commission, or Authority, and to the department acting for the City in regard to such contract or lease. In addition to such disclosure, the Covered Person shall recuse themselves from taking any actions in their official capacity with respect to the contract. In addition to any other remedy under this Article, any contract or lease entered into in violation of this provision may be voided by the City in an action commenced within 3 years of the date on which the City or any agent of the City discovered that a violation of this subsection had occurred. Nothing in this provision affects the application of Wis. Stats. § 946.13, as amended from time to time, relating to a Covered Person's activity concerning a direct or indirect financial interest in a proposed City contract.

(f) *Misuse of information.* No Covered Person shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the City. This includes information protected by attorney-client privilege or discussed in a closed session. No Covered Person may use or disclose information gained in the course of or by reason of their official position or activities in any way that could result in the receipt of anything of value for themselves, for a member of their immediate family, or for any other person or entity if the information has not been communicated to the public or is not a public record.

(g) *Appearance before City bodies and in other proceedings.*

(1) (a) No elected official shall appear on behalf of private interests with or without compensation before any City entity nor represent private interests in any action or proceeding against the City.

(b) No member of any board, committee, commission, or authority of the City shall appear on behalf of private interests with or without compensation before any board, committee, or commission of which they are a member nor represent

private interests in any action or proceeding against the City which involves, is related to, or arises out of the work or jurisdiction of the board, committee commission, or authority of which they are a member or negotiate with any Covered Person in connection with any such matter.

(c) No employee of the City shall appear on behalf of private interests with or without compensation before any entity for or with which they work nor appear on behalf of private interests, with or without compensation, in any action or proceeding against the City.

(2) These provisions shall not apply to the appearance of any Covered Person when subpoenaed as a witness by a party involved in litigation which may also involve the City nor to employee representatives of a certified labor organization representing any group of City employees.

(3) An elected official may appear before any City entity and confer with any Covered Person on any matter in the course of their duties as a representative of the electorate or in the performance of public or civic obligations; however, they shall not accept any compensation therefore.

(4) A Covered Person may appear without compensation before any City entity on any matter involving their own property or interests.

(h) *Solicitation of funds.* No Covered Person shall solicit private donations or funds for any City-Related Purpose unless authorized to do so in their official capacity by ordinance, resolution, or rule of the City. Any Covered Person who receives funds for any City-related purpose shall file a report of the receipt and expenditure of such funds with the City Clerk within 30 days thereof. Nothing contained herein shall limit the statutory powers and authority of any public official, nor shall the provisions of this subsection prohibit the private solicitation of funds by any person or public official for any charitable, campaign, or other private purpose.

(i) *Honoraria and Gifts.*

(1) No Covered Person shall accept any honoraria, gifts, or Anything of Value except as allowed by this section.

(2) A Covered Person may accept gifts unrelated to a Covered Person's relationship to the City (e.g., birthday presents from family members).

(3) A Covered Person may not accept, and no person shall offer, a gift of more than de minimus value if the gift could be perceived by a reasonable person as likely to affect the judgment or actions of the Covered Person or be perceived by a reasonable person as a reward for official action taken or an inducement to take official action by the Covered Person.

(4) A Covered Person may accept reimbursement from a third party for the costs of attending a conference or other event approved by the City, provided that the reimbursement of costs does not exceed the reimbursement that the Covered Person would receive from the City. A Covered Person invoking this provision shall obtain approval of the City Finance Director and file a report of reimbursement with the City Clerk. The Covered Person may only seek reimbursement from the City or a third party when they are attending a conference or engaged in other activities that are primarily for the benefit of the City and not for their private benefit.

(5) In the event a Covered Person receives a gift that is not allowed under this Article, the Covered Person shall either (a) pay to the City Treasurer the value of the gift, (b) give the gift back to the person who made the gift, or (c) give the gift to a non-profit organization such as a homeless shelter.

(j) *Use of City property.* No Covered Person shall use or permit the use of City-owned vehicles, equipment, materials, or property by or for the benefit of any private person or entity, or for personal or financial gain, unless authorized to do so by City ordinance, resolution, or rule.

(k) *Communication with City employees.* Unless otherwise provided in this code, no elected official or member of any City body shall attempt to supersede the administrative powers and duties of a Department Director or appointed official, or deputy thereof, either publicly or privately, including by giving any order(s) to any subordinate thereof. Elected officials and members of City bodies shall not attempt to **unduly** influence or coerce City employees concerning their actions or recommendations to any City body about personnel, purchasing, awarding contracts, selection of consultants, processing of development applications, **inspection matters**, or the granting of City licenses and permits.

Sec. 2-325. Post Employment Limitations.

(a) No Covered Person shall, within 12 months of leaving their position with the City, engage in lobbying as set forth in Ch. 10, Art. XIII of this Code before any Covered Person, City entity, board, committee, or commission with which the Covered Person had duties or authority while with the City.

(b) *Employment within the City.* No Alderperson, during their term of office or within 12 months thereafter, is eligible for any employment with the City, whether by regular employment or contractual services. Exceptions to this policy will be as follows:

(1) Where an Alderperson is appointed to fill a vacancy for another elected office or is elected;

(2) Where an Alderperson serves as a poll worker or at any other position which has a stipend of less than \$1,000.00 a year; or

(3) Where an Alderperson is appointed to a post with an 80 percent majority consent of the Council.

Sec. 2-326. Political Activity.

(a) No employee while on duty or on official City business shall, for the apparent purpose of influencing the outcome of any referendum or improving the chance of election of a person seeking elective office:

(1) Wear or display any campaign material.

(2) Distribute any campaign literature.

(3) Solicit, receive, or give subscriptions, contributions, or service for any candidate or referendum position.

(4) Actively campaign for or against any candidate or referendum position.

(b) No employee shall wear or otherwise use official uniforms, insignia, seals, etc., in political ads or for the purpose of influencing an election or referendum unless the image of such official emblem originates from a publicly available image first made public during the course of City employment and not for purposes of a campaign.

(c) No employee shall use their employment or any indicia of such employment with the City as a means of endorsement of any candidate or referendum.

(d) No employee shall in any way coerce or attempt to coerce subscriptions, contributions, or service from other employees in support of a political party or a candidate for elective office or for or against a referendum position, or retaliate against or reward an employee for refraining from participating in any political activity. All persons are subject to the limitations on solicitation from public employees contained in Wis. Stat. § 11.1207.

(e) This subsection does not apply to a response by a legal custodian or subordinate of the custodian to a request to locate, reproduce, or inspect a record under Wis. Stat. § 19.35, if the request is processed in the same manner as the custodian or subordinate responds to other requests to locate, reproduce, or inspect a record under such section or to an employee providing other information within the knowledge of the employee by virtue of their City position, if such information is made equally available upon request to any other person.

(f) Persons subject to the federal Hatch Act shall comply with all applicable provisions of the Act.

(g) *Solicitation of staff forbidden.* Elected officials shall not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list,

collection of petition signatures, etc.) from City employees. City employees may, as private citizens within their constitutional rights, support political candidates, but all such activities must be done away from the workplace.

Sec. 2-327. Disclosure of Interests.

(a) *General filing for employment or appointment.* A person elected, appointed, or hired for any office or position of employment or appointed to any **City of Green Bay** board, commission, or authority set forth below shall file initial and amended statements of economic interest as required by the provisions of this section.

(1) Elected officials.

- a. Mayor.
- b. Municipal Judge.
- c. Alderpersons.

(2) Appointed officials.

- a. Assessor.
- b. City Attorney.
- c. Chief Building Official.
- d. Chief of Operations.
- e. City Clerk.
- f. Comptroller.
- g. Director of Community and Economic Development.
- h. Director of Parks, Recreation, and Forestry.
- i. Director of Public Works.
- j. Fire Chief.
- k. Police Chief.
- l. Treasurer.
- m. Zoning Administrator.

(3) Employees.

- a. Human Resources Manager.
- b. Mayor's Chief of Staff.
- c. Purchasing Manager.

(4) Boards.

- a. Board of Review.
- b. Ethics Board.
- c. Sex Offender Residence Board.
- d. Zoning and Planning Board of Appeals.

(5) Commissions.

- a. Annexation Commission.
- b. Equal Rights Commission.
- c. Landmarks Commission.
- d. Plan Commission.
- e. Police and Fire Commission.
- f. Public Arts Commission.
- g. Room Tax Commission.
- h. Traffic, Bicycle and Pedestrian Commission.
- i. Transit Commission.
- j. Water Commission.

(6) Authorities.

- a. Economic Development Authority.
- b. Housing Authority, including Green Bay Housing Authority Properties I, Inc.

- c. Redevelopment Authority.
- d. Transit Authority.

(b) *Filing statement of economic interest with Clerk.* Within seven (7) days after such person becomes a candidate for any elective City office enumerated in this section, or within seven (7) days of appointment to such office, such person shall file a statement of economic interest with the City Clerk.

(c) *Form of statement.* A person filing any statement of economic interest under this section shall file the statement on a form prescribed by the Ethics Board and shall supply the following information to the Board.

(1) *Interest in land.* The statement shall include a description of all parcels of real estate within the City and adjoining towns or villages in which the person owns any interest, including an option to purchase, except for homestead property.

(2) *Corporate interests.* The statement shall identify all of the person's corporate interests in any business organization, either as an owner, part owner, partner, or silent partner, in which such individual owns more than two (2) percent of the outstanding stock or more than two (2) percent of any other business ownership that is doing business with the City in an amount in excess of \$5,000.00 annually.

(3) *Other financial holdings.* The statement shall identify any of the person's other stock or securities or other financial holdings of any type exceeding \$10,000, but excluding personal checking and savings accounts, money market funds, and any funds held in a bona fide retirement account.

(d) *Amended statements.* Any person required to file a statement hereunder shall not be required to file an amended statement unless that person undergoes a change in those economic interests that are required to be disclosed by this section. Such person shall file the amended statement in the manner prescribed by subsection (b) of this section within seven days of the date of any change in circumstances requiring filing thereof. In addition, all persons covered by this section shall file an annual update of the statement no later than January 31 of each year. The City Clerk shall send a notice to all person covered by this section no later than December 15 of each year, notifying them of the annual update requirement.

Sec. 2-328. Exceptions.

(a) Nothing in this ordinance shall be construed to cover the actions of a Covered Person in the official action of approving or amending City ordinances, resolutions, or rules, unless such official action was accompanied by a violation of this ordinance.

(b) Nothing in this ordinance shall be construed to limit the authority of Covered Persons to approve the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses.

(c) Sec. 2-321 and 2-322 are aspirational statements to be used in application and interpretation of this article. No complaint may be filed under this article solely claiming a violation of either of those two sections.

Sec. 2-329. Disclosure and Recusal.

(a) Any Covered Person who faces a situation where they may violate the standards of conduct in sec. 2-324, or any other provision of this Article, shall determine whether such a situation requires the Covered Person to make a disclosure or to recuse themselves. Such disclosure or recusal shall take place before the matter comes before the Covered Person.

(b) The Covered Person shall disclose any conflict or financial interest or other section of the Code, as well as whether they can reasonably and objectively determine that the situation presents a tangential interest that will not conflict with their official duties, and will not influence their actions, independence, or judgment.

(c) The Covered Person need not make a disclosure if they recuse themselves. If the Covered Person determines that the situation reasonably and objectively would conflict with their official duties, or impair their independence, action, or judgment, the Covered Person shall recuse themselves from any action with respect to the matter. Recusal is accomplished by announcing that the Covered Person will take no part in the proposed action, will not discuss it with any person, will not attempt to influence any other person's action, and effectively will be absent when any aspect of the matter is considered.

Sec. 2-330. Ethics Board: Composition and Duties

(a) There shall be an Ethics Board which shall consist of five (5) regular members and one (1) alternate member: one (1) Alderperson; one (1) City officer or employee; and four (4) residents of the City, one of whom shall be an alternate who shall vote only in the absence or abstention of a regular member. Each member shall be appointed by the Mayor and subject to confirmation by the Common Council. The resident members shall not be City employees. Terms of office of citizens shall be three (3) years, and shall be staggered, so that no more than two (2) appointments are made annually. The Ethics Board shall elect its own Chairperson and Vice-Chairperson annually. If any member of the Ethics Board petitions the Board for a hearing and advice regarding their own conduct, or if a complaint is filed against a member of the Ethics Board, such member shall not be eligible to sit in their own case, and the alternate shall substitute therefor when the need arises. In the event a complaint is filed against two (2) or more members of the Ethics Board, the Personnel Committee shall sit as the *ad hoc* Ethics Board for any hearing.

(b) The City Attorney shall advise the Ethics Board and shall not represent any person requesting an advisory opinion, filing a complaint, or subject to a complaint before the Board. The City Attorney may, but need not, issue advisory opinions to any City employee covered by this Article who has a question as to the applicability of any portion hereof themselves. If the facts stated in the request for an Advisory Opinion are accurate, and the requestor follows the advice of the City Attorney, it will be prima facie evidence that no violation of this Code took place. The City attorney may refer any request for an advisory opinion to the Ethics Board.

(c) The Ethics Board may issue advisory opinions. Any person who questions whether they may be in a position to violate the Ethics Code may make a request for an Advisory Opinion. The Board may issue an opinion to the person. The opinion shall be public, unless the person in the original request asked that it be a confidential inquiry. Any opinion issued in response to a request for a confidential inquiry may be made public by the person obtaining the opinion. The Board also may issue summaries of confidential opinions written to protect the identity of the person requesting the opinion. If the facts stated in the request for an Advisory Opinion are accurate, and the requestor follows the advice of the Ethics Board, it will be *prima facie* evidence that no violation of this Code took place.

(d) Any adult resident of the City of Green Bay may file a sworn complaint alleging that a Covered Person has violated the Ethics Code. The complaint shall be filed with the City Attorney. Upon receipt of the complaint, the official(s) complained of shall be provided a copy and be given no less than 15 nor more than 30 days to file a written response. **The complaint must allege the specific section(s) of the ethics code that were violated.**

(e) *Jurisdictional Hearing.* The Board shall hold a jurisdictional hearing to determine if the allegations of the complaint merit a hearing on the substance of the allegations. The Board shall assume that allegations in the complaint are true unless contradicted by public documents of which the Board may take notice. The Board shall determine if the complaint alleges sufficient provable facts to have an evidentiary hearing. No evidentiary testimony shall be taken at a jurisdictional hearing. Any complaint filed more than one hundred eighty (180) days after the actions alleged, or the discovery of those actions by the complainant who acted with reasonable efforts to discover the actions, shall be summarily dismissed at the jurisdictional hearing.

(f) If the Board determines an evidentiary hearing shall be held, both the complainant and respondent may present such relevant evidence as will assist the Board in determining if a violation of the Code occurred. The City Attorney shall advise the Board in any hearing. If the Board finds no violation, it shall dismiss the complaint.

(g) The Board may adopt rules and procedures to govern complaints, responses to complaints, the conduct of hearings, and any other matters relevant to its duties.

(h) If the Board finds the complaint was brought in bad faith, with no reasonable basis in fact or law, or with an intent to harass the respondent, the Board may recommend that the City Attorney bring an action in the name of the City in municipal court for a forfeiture not to exceed \$200.

(i) If the Board finds that a violation occurred, the Board may take any of the following actions:

(1) Find that any violation was *de minimis* and no further action is needed.

(2) Issue an order censuring the respondent for the violation.

(3) Recommend that the Common Council censure the respondent.

(4) Recommend that the City Attorney bring an action in municipal court in the name of the City, seeking a forfeiture of not less than \$100 and nor more than \$500 per violation.

(5) Recommend that the Common Council or other appropriate authority remove the respondent from public position for cause.

(j) Except as provided for a confidential advisory opinion, the meetings and records of the Board are subject to the Open Meetings Law and Public Records Law.

(k) The Ethics Board may recommend amendments of the Ethics Code to the Common Council.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

MM/ljm
08/30/22

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	\$14,269,411	-\$8,645,576
Affordable Housing Development and Small Business Support	\$6,000,000	\$1,310,000	\$4,185,000	\$505,000
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	\$3,315,500	-\$2,075,600
Arts, Culture, and Tourism	\$1,500,000	\$325,000	\$2,130,000	-\$955,000
	\$22,500,000	\$7,831,265	\$26,149,911	-\$11,481,176

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	\$1,310,000	\$2,800,000	\$1,360,000	\$530,000
Stormwater, Green Infrastructure, and Climate Resilience	\$3,000,000	\$1,060,000	\$1,250,000	\$770,000	-\$80,000
Crime Prevention and Neighborhood Enhancement	\$2,000,000	\$760,100	\$365,500	\$2,950,000	-\$2,075,600
Arts, Culture, and Tourism	\$1,500,000	\$325,000	\$700,000	\$1,430,000	-\$955,000
	\$22,500,000	\$7,831,265	\$8,759,911	\$8,135,000	-\$2,226,176

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
3. Removed duplicate Alder Crime request #6-2-207
4. Updated to include missing approved request #5-2-213
5. Updated Alder Crime request #7-2-202

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/ 2022 DPW CIP activated	
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/ Completed	
2-7-008	Mike Hronek	Capital Needs and Organizational Priorities	\$29,440.83	Conference room upgrades and enhancements for zoom/ hybrid meetings.	Approved/ PO's issued	
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/ Sourcwell Bidding completed/ School Referendum Pending	
10-7-003	Finance	Capital Needs and Organizational Priorities	\$18,000	Single audits for FY22-25	Approved/ waiting on final billing	
3-7-001	Finance	Capital Needs and Organizational Priorities	\$182,000	Salary, indirect costs for Administrator of Grant	Approved/ Processing	
10-6-001	Mayor	Capital Needs and Organizational Priorities	\$655,000	one time purchases needed that are not able because of loss revenue for FY22 budget	Approved/ PO's issued	
2-3-002	Chief Chris Davis	Capital Needs and Organizational Priorities	\$307,316.25	Body Cameras- CIP list (year 2)	Approved/ Completed	
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. Electric 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 generate 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 Recommendation
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 City 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 Recommendation
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/ currently working on revision of program	
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 housing. 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 supplement 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 Recommendation
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
5-2-213	Mayor/ Amaad	Affordable Housing Development and Small Business Support	\$90,000.00	2.2 House assistance Funding for a staff person to implements the preventing homelessness blueprint, which would be managements by the Greater Green Bay Community Foundation	Approved, 1 invoice received	

Affordable Housing Development and Small Business Support

Total Approved	\$1,310,000
Total Proposed	\$2,800,000
Total	\$4,110,000

Total Allocated	\$6,000,000
Remaining Amount	\$1,890,000

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/ 8-2-2022 Council	
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/ Payment for \$34,000, project over 50% completed	
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	Staff Recommends

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/ PO's issued, project 25% completed	
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/ Completed	
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/ Bidding completed/ 8-2-22 Council Approval	
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/ Completed	
12-3-001	Chief Chris Davis	Crime Prevention and Neighborhood Enhancement	TBD	Shot Detection system \$655,000 requested	Approved for RFP due 8-25-22, no funding at this time	Staff Recommends
9-1-001	Chief Chris Davis & Cmdr Kevin Warych	Crime Prevention and Neighborhood Enhancement	\$126,500	Violence reduction strategy. A company will work with the Green Bay Police Department to create an Office of Violence Prevention (OVP) to develop effective 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 neighborhoods 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 ability to communicate on City initiatives and the overall effectiveness of local government. A functioning neighborhood network would also make communication and implementation of public health policies more efficient and effective.	Approved/ grant requests by NHA completed	
9-2-007	Steve Meadowcroft	Crime Prevention and Neighborhood Enhancement	\$217,000	License Plate Reader recognition system. Implementation of a License Plate Recognition Camera system at eleven key entrances, exits, and throughways in the city using 28 cameras	Proposed/ RFP due on 8-25-22	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/ bidding completed	

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/ Invoices received ready for payment, 75% completed	
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 vibrancy and revitalize communities through involvement with the arts. This program provides competitive 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 existing 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/snowboarding 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. and 414 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	Not Recommended
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 (Tidetown 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	RECOMMEND
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 Johnson	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
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

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
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 Titledown 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	\$0	Assist Business districts in improvements that were not able to be completed because of covid-19	Proposed	Not Recommended
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 structurally 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			\$10,125,000.00			

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 Farlin Park 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	RECOMMEND
7-2-202	Alder Galvin	Crime Prevention and Neighborhood Enhancement	\$1,800,000.00	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 incurred due to the condition of our sidewalks. \$600,000 each year x 3 years	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			\$2,972,000.00			

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 deterioriated 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	Not recommended (Funds designated for this type of project under item 7-5-218)
Stormwater, Green Infrastructure, and Climate Resilience			\$1,250,000.00			

CITY OF GREEN BAY

TO: Common Council

FROM: Joanne Bungert, City Attorney

DATE: August 16, 2022

RE: ARPA Recovery Funds: Rules and Application to Proposed Fire Station Project

I. Eligible Categories

Pursuant to a survey that was distributed to residents, Common Council adopted the following categories for ARPA funded projects:

1. Capital Needs and Organization Priorities (Revenue Loss)
2. Affordable Housing Development and Small Business Support
3. Stormwater, Green Infrastructure, and Climate Resilience
4. Crime Prevention and Neighborhood Enhancement
5. Arts, Culture, and Tourism

The standard ARPA categories include the following:

1. Responding to Public Health and Negative Impacts of the Pandemic
2. Providing Premium Pay to Essential Workers
3. Providing Government Services to the Extent of Revenue Loss due to the Pandemic
4. Making necessary investments in water, sewer, and broadband infrastructure

The U.S. Treasury also implemented a Final Rule providing additional guidance on projects that were and were not eligible particularly under the Public Health and Negative Impacts category.

With respect to the proposed project for capital expenditures to improve and/or replace a fire station, there are two potential categories: Lost Revenue or Public Health and Negative Impacts.

II. Lost Revenue

The proposed fire station project would be an eligible use under the Lost Revenue category, however that category is capped at \$10 million. Currently \$4,376,164.58 has been approved and allocated to eligible Lost Revenue projects leaving a remainder of \$5,623,835.42, which is not enough to cover the estimated \$9 million in costs for the

new fire station. There is a possibility to allocate what is left in the Lost Revenue fund category however, this will effectively exclude any other proposed projects from both Alders and staff under that same category. More importantly it will require the Council to identify and approve an additional funding source for the project (i.e. bonding) potentially in excess of \$3 million.

III. Public Health and Negative Impacts

Capital expenditures under the Public Health and Negative Impacts category are eligible so long as they are enumerated uses. If not enumerated, additional justifications and thresholds must be met to qualify. (See attached Appendix H from the U.S. Treasury)

The Treasury's Final Rule provides additional guidance to help determine if unenumerated uses of funds are eligible under the Public Health and Negative Impacts category. This includes a two-part framework analysis:

1. A negative public health impact or harm must be identified, and any identified impact or harm must be addressed or responded to by the project proposed.
2. The project must reasonably be designed to benefit the individual or class that experienced the public health impact or harm AND must be reasonably proportional to the extent and type of public health impact or harm experienced.

In summary, the City would be required to first, identify a need or negative impact of the COVID-19 public health emergency and second, identify how the program, service or other intervention addresses the identified need or impact. Responses must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or that are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. Eligible uses under this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.

In addition to the two-part justification framework, any project over \$1million requires additional justification in the form of the following points:

1. Description of harm or need to be addressed (i.e. number of individuals).
2. Explanation of why the capital expenditure is appropriate (i.e. why existing resources are inadequate).
3. Comparison of proposed capital expenditure project against at least two alternative capital expenditures and why the proposed capital expenditure is superior.

The Final Rule also further clarified what such projects would be and would not be eligible under this category. Eligible projects include:

1. Schools
2. Childcare facilities
3. Medical facilities generally dedicated to COVID-19 treatment and mitigation (i.e. ICUs, emergency rooms, etc.)
4. Temporary medical facilities
5. Emergency operation centers
6. Behavioral health facilities
7. Affordable housing and permanent supportive housing
8. Primary care clinics, hospitals
9. Improvements to vacant/abandoned properties

Ineligible projects include:

1. Construction of new correctional facilities
2. Construction of new congregate facilities
3. Construction of convention centers, stadiums and other larger capital projects intended for general economic development

IV. Analysis and Conclusion

Based on the review of the applicable rules and guidance from the U.S. Treasury, the likelihood of a capital expenditure project to replace or a build a fire station under the Public Health and Negative Impacts category meeting the eligibility requirements is low. The need and impact of replacing the fire station is proportionally more focused on improving conditions and security for public service employees in terms of their safety and housing and not improving services and resources for the benefit of public health connected to or impacted by the pandemic. In addition, the conditions of the fire stations existed prior to the onset of the pandemic and were not impacted or worsened by the economic impacts of the pandemic. There is no clear connection to how the impact AND response of replacing the fire station is attributable to the COVID-19 Pandemic or how it will directly address a harm experienced by the public or to the public health.

In addition to the low likelihood of eligibility, there is also the significant risk of an audit failure upon the reporting of such expenditures. Such failure would likely result in high liability exposure with potential consequences for future blocks of federal funding to the City, as well as the potential of reimbursement of any funds spent that were for an ineligible use.



Appendix H – Capital Expenditures for Non-Infrastructure Projects

For ECs 1, 2, and 3 applicable to Public Health and Negative Economic Impacts, recipients must report the capital expenditure type for those projects obligating \$10 million or more in funds to the capital expenditure portion of the project. Picklist items are listed below. The underlined portion of each item will be the portion selectable in the portal and the bulk upload template.

FIELD: Type of capital expenditure, based on the following enumerated uses:

- Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment
- Adaptations to congregate living facilities, including skilled nursing facilities, other long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities, as well as public facilities and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility)
- Affordable housing, supportive housing, or recovery housing development
- Behavioral health facilities and equipment (e.g., inpatient or outpatient mental health or substance use treatment facilities, crisis centers, diversion centers)
- Childcare, daycare, and early learning facilities
- COVID-19 testing sites and laboratories, and acquisition of related equipment
- COVID-19 vaccination sites
- Devices and equipment that assist households in accessing the internet (e.g., tablets, computers, or routers)
- Emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)
- Food banks and other facilities primarily dedicated to addressing food insecurity
- Improvements to existing facilities to remediate lead contaminants (e.g., removal of lead paint)
- Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
- Job and workforce training centers
- Medical equipment and facilities designed to address disparities in public health outcomes (includes primary care clinics, hospitals, or integrations of health services into other settings)
- Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for COVID-19 related treatment)
- Mitigation measures in small businesses, nonprofits, and impacted industries (e.g., developing outdoor spaces)
- Parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, streetlights, neighborhood cleanup, and other projects to revitalize public spaces
- Public health data systems, including technology infrastructure
- Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties
- Schools and other educational facilities or equipment to address educational disparities
- Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise in gun violence resulting from the pandemic
- Technology and tools to effectively develop, execute, and evaluate government programs



- Technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs
- Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
- Transitional shelters (e.g., temporary residences for people experiencing homelessness)
- Other (please specify)

Project Name		Fire House Analysis			Does this project address majority disproportionately impacted communities (drop down menu)		No
Alder (Pick at least one from the drop down menu)	District 1 Jennifer Grant		District 11 Melinda Eck				
City ARPA Resolution Categories (Pick at least one from drop down menu)	Crime Prevention and Neighborhood Enhancement						
Senior Leadership Strategy (Pick at least one from drop down menu)	Commitment to Service excellence (city services)						
Federal Categories (Pick at least one from the drop down menu)	Revenue Replacement						
Request amount	\$25,000.00		On-going Costs? (Pick one from the drop down menu)			No	
Project summary	We have 2 fire houses (station 1 & 3) that are structurally 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.						
Additional Notes	These analysis are the first step into understanding and creating a plan for a new location						
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT							

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 6-1-204

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.)

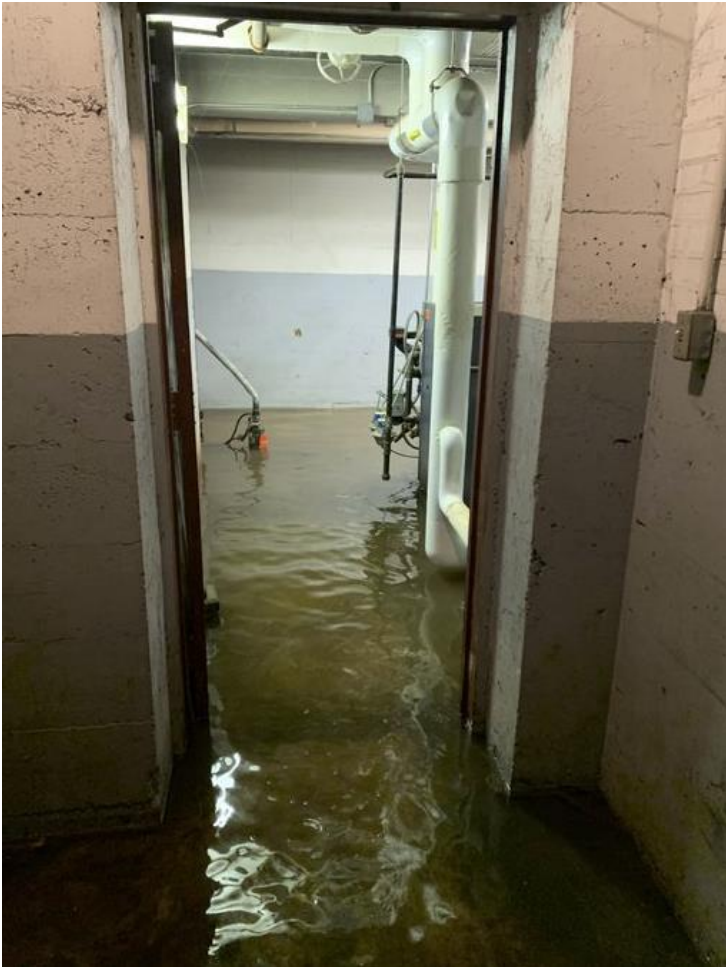
Project Name		Fire Station		Does this project address majority disproportionately impacted communities (drop down menu)		No
Alder (Pick at least one from the drop down menu)		District 1 Jennifer Grant		District 11 Melinda Eck		
City ARPA Resolution Categories (Pick at least one from drop down menu)		Crime Prevention and Neighborhood Enhancement				
Senior Leadership Strategy (Pick at least one from drop down menu)		Commitment to Service excellence (city services)				
Federal Categories (Pick at least one from the drop down menu)		Revenue Replacement				
Request amount		\$9,000,000.00		On-going Costs? (Pick one from the drop down menu)		Yes
Project summary		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.				
Additional Notes		These 2 fire houses are part of the city's ongoing project of replacing 5 city services buildings. These are the 2 oldest building on the list. This would complete a project that, we as a city, have not had the funding to do in the past and will provide the fire department a safe and updated building.				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

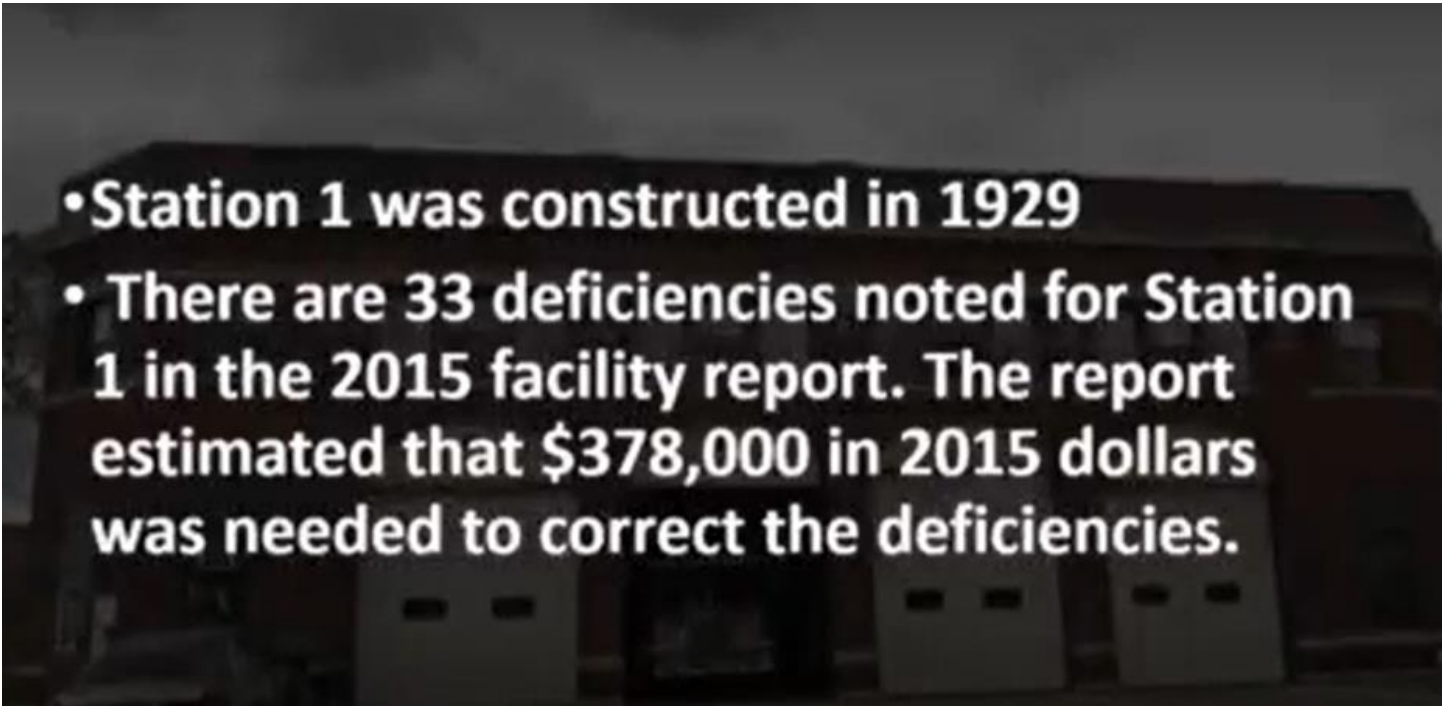
Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number 6-1-205







- 
- **Station 1 was constructed in 1929**
 - **There are 33 deficiencies noted for Station 1 in the 2015 facility report. The report estimated that \$378,000 in 2015 dollars was needed to correct the deficiencies.**



Green Bay Metro Fire Department
501 S Washington Street
Green Bay, WI 54301

Green Bay Metro Fire Department

Station 1 Facility Issues

- Station 1 was constructed in 1929
- There are 33 deficiencies noted for Station 1 in the 2015 facility report. The report estimated that \$378,000 in 2015 dollars was needed to correct the deficiencies.
- ADA Compliance issues: According to the 2015 report, Station 1 does not meet most ADA accessibility requirements. The entire second floor is not accessible. The second floor houses all administrative staff who routinely interact with the public.
- Roof Leaks: There has been a perpetual roof leak over the stairwell for as long as current staff can recall. Despite several attempts to have it repaired, including a complete replacement of the roof, it still leaks.
- Restroom Facilities: There are inadequate female restroom facilities.
- Electrical System: The electrical system in the building is at capacity. As more and more technology is used to do the work of firefighting and emergency services, available electricity becomes an issue.
- Emergency Power: Despite being the department headquarters, the emergency generator does not power the operational office spaces. (Battalion Chiefs Office, Chiefs Office, Assistant Chiefs Offices)
- Structural Problems: The structural components of the station are deteriorating to the point that they had to be reinforced many years ago. Steel beams were placed to stop cracking in structural components on the apparatus floor. A brick wall was also wrapped in steel to keep it from failing or being damaged by larger apparatus.
- HVAC Problem: The HVAC systems are a combination of somewhat modern air conditioning units on the roof, a boiler, and original radiators for heat. The system is ineffective and creates uncomfortably hot or cold spaces in different areas of the building. Additionally, the control systems need to be updated at a cost of approximately \$40,000.
- Concrete Ramp: The concrete ramp in the front of the station is cracked and deteriorating, creating unsafe conditions, particularly in the winter.
- Apparatus doors: The overhead doors for apparatus are too small for modern apparatus. One of the doors was modified over 25 years ago to accommodate a larger vehicle, which is still too low for modern vehicles.



Green Bay Metro Fire Department
501 S Washington Street
Green Bay, WI 54301

Green Bay Metro Fire Department

Station 3 Facility Issues

- Station 3 was constructed in 1936
- There are 33 deficiencies noted for Station 3 in the 2015 facility report. The report estimated that \$324,000 in 2015 dollars was needed to correct the deficiencies.
- ADA Compliance issues: According to the 2015 report, Station 3 likely does not meet modern ADA accessibility requirements.
- Roof Leaks: A recent roof leak was repaired, but not before damaging the ceiling in the dormitory. A large amount of water came through, causing multiple tiles to fall from the ceiling.
- Restroom Facilities: There are inadequate female restroom facilities.
- Electrical System: The electrical system in the building is at capacity. As more and more technology is used to do the work of firefighting and emergency services, available electricity becomes an issue.
- Windows: Many windows in the station are not in good working order. When trying to open the window, the top sash will frequently fall. In the past, employees have been injured due to this.
- HVAC Problems: Station HVAC units are aging and don't keep up with demand. Additionally, the control systems need to be updated at the cost of approximately \$40,000. Multiple window AC units need to be installed every summer.
- Apparatus Floor: The apparatus bay has been shifting for some time. A company has been coming monthly to monitor the situation and report to city engineering.
- Flooding: Multiple times per year, the basement floods. The station was built in an old slough that was filled in decades ago. As a result, water in the street and lawn back up when there is hard rain.
- Structural Problems: Building material is falling off the walls in the dorms.
- Asbestos: Asbestos has been identified in floor tiles on the second floor. When the carpet was replaced in the day room years ago, the pad and carpet were installed over the old carpet and pad so as not to disturb the asbestos.
- Flooring: There are cracks in the flooring on the first floor.
- Apparatus doors: Current apparatus is very large for the size of doors. The small doors require modified vehicle specifications for new apparatus. Not all apparatus on the department will fit in the doors. When apparatus have to move from station to station to cover the city, accidents can happen if an apparatus that is too large moves to cover Station 3's district. Backing in apparatus many times a day can also be a safety issue, especially due to backing over the sidewalk and high traffic volume.

Facilities Report Summary by Priority Level - From 2016

STATION 1	DEFICIENT Immediate Replacement	\$133,500	CRITICAL PRIORITY Replace in 1-2 Years	\$16,500	HIGH PRIORITY Replace in 3-5 Years	\$283,000
STATION 2	DEFICIENT Immediate Replacement	\$97,000	CRITICAL PRIORITY Replace in 1-2 Years	\$12,000	HIGH PRIORITY Replace in 3-5 Years	\$150,700
STATION 3	DEFICIENT Immediate Replacement	\$57,000	CRITICAL PRIORITY Replace in 1-2 Years	\$116,000	HIGH PRIORITY Replace in 3-5 Years	\$149,200
STATION 4	DEFICIENT Immediate Replacement	\$16,100	CRITICAL PRIORITY Replace in 1-2 Years	\$0	HIGH PRIORITY Replace in 3-5 Years	\$46,500
STATION 5	DEFICIENT Immediate Replacement	\$39,000	CRITICAL PRIORITY Replace in 1-2 Years	\$17,000	HIGH PRIORITY Replace in 3-5 Years	\$37,000
STATION 6	DEFICIENT Immediate Replacement	\$146,500	CRITICAL PRIORITY Replace in 1-2 Years	\$4,500	HIGH PRIORITY Replace in 3-5 Years	\$80,000
STATION 7	DEFICIENT Immediate Replacement	\$102,500	CRITICAL PRIORITY Replace in 1-2 Years	\$0	HIGH PRIORITY Replace in 3-5 Years	\$134,000
SHOP	DEFICIENT Immediate Replacement	\$69,000	CRITICAL PRIORITY Replace in 1-2 Years	\$3,000	HIGH PRIORITY Replace in 3-5 Years	\$39,500
TOTAL BY PRIORITY LEVEL						
TOTAL BY CATEGORY	DEFICIENT Immediate Replacement	\$660,600	CRITICAL PRIORITY Replace in 1-2 Years	\$169,000	HIGH PRIORITY Replace in 3-5 Years	\$919,900

COLUMNS | Opinion *This piece expresses the views of its author(s), separate from those of this publication.*

Reps. Pat Harkins and Bob Merski: Use American Rescue Plan funds to build new police and fire public safety hub in downtown Erie

Reps. Pat Harkins and Bob Merski Your Turn

Published 9:08 a.m. ET April 7, 2021 | Updated 9:43 a.m. ET April 7, 2021

President Joe Biden's recent speech on rebuilding the nation's infrastructure called to mind the many projects that could benefit our own region. From roads to bridges to buildings, Erie has no shortage of compelling candidates.

As our city continues to emerge from the pandemic, we anticipate a sizable infusion of federal funding from the American Rescue Plan. Much will go toward restoring the economic health of our businesses and working families, but funding will also be available for investments to renew and revitalize our community.

An ideal project will be one that serves multiple interests, including public safety, taxpayer economy and neighborhood revitalization. We believe one such project — a new public safety building to be shared by our police and fire departments — offers the prospect of accomplishing all three.

For years, Erie's police department has made do with aging, antiquated facilities. The department currently operates out of the first floor of Erie City Hall, storing some vehicles and gear in the basement, which also houses a shooting range and makeshift area for processing impounded vehicles.

The building — constructed in 1963 — has served our community well, but it is in dire need of updates and modernization.

Although local officials have acknowledged that police need a newer, more efficient facility, practical concerns — including cost and location — always ended the conversation.

Our fire department, as well, would benefit from a modern, centralized location. Currently, many administrative offices overseeing vital areas such as training, investigation and fire prevention are housed in an obsolete building on Marsh Street.

Now, with the prospect of funding and a prime location available, circumstances may offer a rare chance to make this project a reality.

New, consolidated facility

The new, energy-efficient public safety building could be constructed at the site of the abandoned property located between French and Division streets from 15th to 16th streets. The site is tailor-made for a public facility, located just a few blocks from the city garage that fuels and services vehicles.

The new construction would occupy space located adjacent to the recently constructed EMTA bus facility, enhancing an area needing further revitalization. Current occupants of city hall would gain additional office space to expand and desperately needed parking spaces.

The idea of police and fire departments sharing one public safety facility is not unique: other cities have consolidated both sets of operations under the same roof, with resulting savings for taxpayers.

Combined facilities tend to be more efficient because they allow for shared spaces, such mechanical and sprinkler rooms, and the purchase of larger-scale systems, such as heating, ventilation and air conditioning (HVAC) equipment. Shared cleaning and maintenance also bring cost savings.

All the above would directly benefit taxpayers while providing a much-needed location for police and firefighters to carry out state-of-the-art training, investigation and administrative functions.

As Erie stands poised to benefit from a potentially historic infusion of federal dollars, now is the time to consider how that funding can best be invested to serve practical community needs while revitalizing depressed areas. With the promise of bolstering first responder services while saving taxpayer dollars, we believe a new public safety building is the kind of wise investment that could fit the bill

State Reps. Pat Harkins, D-1st Dist., and Bob Merski, D-2nd Dist., represent Erie.

4.19.2022

About ▾



The City of Jeannette Fire Department recently announced that it was awarded an ARPA grant, which will be used to build a new station. Officials say they've been working toward the project for a few years.

A report on [triblive.com](https://www.triblive.com) says the grant is worth \$1.2 million.

The current facility has housed the department since 1927; officials say its too cramped and has health concerns. The department was established by ordinance in 1915.

"We are very excited to announce that we will be building a new fire station in the near future!" the department writes on Facebook. "We have been awarded an American Rescue Plan Act (ARPA) Grant that will be used to construct a new fire station. We have been working on this project for a few years now to improve efficiency of emergency response for our residents and businesses and to improve health and safety conditions for our firefighters that live in the station 24 hours a day and 365 days a year.



Jeannette with professional and efficient fire protection for as we have for the last 107 years!

"We would like to express a special thanks to Senator Kim Ward for working with us for some time to find a funding source for this project, as she knows the importance of this project for both our firefighters, the City of Jeannette and the surrounding area and she has always been there to support Jeannette!"



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Tusculum ARPA Funds Could Be Used For Fire Station

By Ken Little Staff Writer

Oct 27, 2021

The haze of federal regulations governing how funding from federal American Rescue Plan Act funds can be used is somewhat clearer now, Tusculum Mayor Alan Corley told the city Board of Mayor and Commissioners this week.

The City of Tusculum stands to receive up to about \$721,000 in ARPA funds. Officials have sought guidance on one project in particular — construction of a new Tusculum Volunteer Fire Department station across the street from city hall on Alexander Street.

The city's multi-purpose building next to where the fire department station would be located currently houses fire trucks, public works vehicles and other equipment.

The fire department office is in city hall. Building a fire station would free up space in city hall for the Tusculum Police Department, recorder's office and allow for an expanded public meeting area, city officials have said.

The city has not yet received the ARPA funds, which will be distributed through the state comptroller's office to smaller municipalities like Tusculum.

The city has enlisted the help of the First Tennessee Development District.

"The good news is they said it would be appropriate to use the money for a fire station," Corley said Monday.

The COVID-19 pandemic and other factors have slowed the progress of the fire station project.

Other projects ARPA funds could be used on include an upgrade of City Park Playground, a backup generator for city hall and bonuses for city employees who worked throughout the pandemic.

Construction of a new station for Tusculum's busy volunteer fire department will enable the much-needed renovation of Tusculum City Hall, which dates back to the 1950s. More space for the city police department, a public meeting space and additional room for the city Recorder's Office have been discussed.

There is one downside to receiving federal funds.

"Since it's federal money, we have to go by (their) guidelines," Corley said.

City Recorder John Lamb displayed a lengthy, densely worded guideline containing provisions about how the funds could be used.

The City of Tusculum has also received \$70,600 as its share of the \$35 million settlement of the Sullivan Baby Doe lawsuit filed in 2017 by local district attorneys general to hold manufacturers of opioid painkillers responsible for their role in the regional opioid addiction epidemic.

Endo Pharmaceuticals Inc., settled with plaintiffs in July and structured lawsuit payouts to nine counties, including Greene, and municipalities like Tusculum that joined the lawsuit.

The possibility remains that Endo may still declare bankruptcy and launch “clawback” lawsuits in an attempt to recover the money paid out.

The deadline for Endo to file bankruptcy is Nov. 3.

“We set that money aside and we will wait until Nov. 3,” Corley recently said. “We received the money and it is in the bank.”

The city also received a grant of more than \$44,000 from the state for the current 2021-22 budget year that can be used for infrastructure and possibly go toward the playground project.

Vice Mayor Barbara Britton spoke with two prospective contractors and mentioned one company that should be able to provide what the city is looking for. The renovated playground area would include new equipment compliant with the Americans With Disabilities Act and a surface surrounding it.

Whichever funding mechanism is used, Corley said the playground project “will move forward” soon.

In other business, commissioners adopted an ordinance on first reading to rezone a nearly 5-acre tract at 513 Ball Road from M-1, general industrial, to R-2, classified as high density residential.

The request by property owner Linda Crawford and the developer of a proposed upscale housing complex there, Southbound Realty owner/broker Lindsey Cutshaw, received approval earlier in October from the Tusculum Planning Commission.

The measure must also be approved on second reading by the Tusculum Board of Mayor and Commissioners, with a public hearing to be held before the second reading.

The ordinance was approved by commissioners with the provision that the planning commission further look into the issue of split zoning in the area of the proposed development.

Corley also commented on population growth in the City of Tusculum from 2010 to 2020 citing U.S. Census figures recently published in The Greeneville Sun.

The city’s population stood at 3,298 in 2020, compared to 2,663 in 2010, a 23.8% increase.

An increased population means a larger amount of state tax revenues generated for the city.

“I think that’s a good sign. I’m proud of it,” he told commissioners about Tusculum’s population growth.

https://www.tampabeacon.com/hillsborough_county/county-approves-arpa-funding-for-local-fire-station-replacements/article_228f112a-8004-11ec-a9ab-77b5dc34d443.html

County approves ARPA funding for local fire station replacements

By ERIC HORCHY Tampa Beacon Editor
Jan 28, 2022



HCFR Facebook

TAMPA — Hillsborough County received nearly \$286 million in federal funding from the \$1.9 trillion American Rescue Plan Act signed into law last March and the board of commissioners are finding more ways to use it.

At the Jan. 12 regular meeting, commissioners approved two agenda items that would utilize up to \$23 million of that federal pandemic relief funding. Most of that total — \$18 million — will go toward replacing three Hillsborough County Fire Rescue stations deemed obsolete: Armdale Fire Station No. 10, Gunn Highway Station No. 13 and Palm River Station No. 15.

"All of the stations that are being replaced are either at or near the end of their useful life," Assistant County Administrator Tom Fesler said while giving an overview of the proposal. "They are dated in their design and they are starting to cost the county more dollars to operate on an annual basis."

Armdale Fire Station No. 10 in Carrollwood, which is northeast of North Dale Mabry Highway and West Waters Avenue, is slated to receive \$5.8 million.

Gunn Highway Station No. 13 in Citrus Park, located north of Citrus Park Town Center, will receive \$6 million.

Palm River Station No. 15 in Tampa is east of South Tamiami Trail, south of the Hillsborough River, and will require \$6.2 million to be replaced.

Setting aside \$18 million for fire station improvements passed unanimously.

"A lot of us have been educated continually about the county's need for additional fire rescue stations and how acute that need is," Commissioner Harry Cohen said. "And while this doesn't address that directly, it certainly goes a long way in terms of what it does to augment what we already have."

According to the county, Hillsborough County Fire Rescue requested a total of \$29.4 million to go toward five stations at or near 50 years in age. Dover Station No. 23 and Midway Station No. 30 in Plant City were not included in the Jan. 12 allocation.

HCFR's funding request was submitted by Fire Chief Dennis Jones and states that the department consists of more than 1,100 first responders serving the county from 46 stations

“By funding and programming the replacement of these stations, HCFR is able to house our first responders in stations with advanced design features,” according to the agenda item. “This additional capacity will provide HCFR with the ability to more efficiently respond to an ever-increasing call volume, a rapidly growing and aging population, and effectively allocate resources and personnel to adequately respond to global epidemics and natural hazards.”

Immediately following the vote on fire station funding, commissioners unanimously approved ARPA funds up to \$5 million for internal department uses related to the COVID-19 pandemic. The county’s ARPA funding was received in addition to federal CARES Act funding, which is estimated to be about \$257 million. The county directed much of the CARES Act money to external agencies, nonprofits and other community venues, Fesler said, as well as direct assistance to small businesses and individuals for rental assistance.

“But one of the things we didn’t do was really look internally too much toward our departments,” he said.

According to the county, the program will allow county departments to access one-time funds for COVID-related changes in their day-to-day operations. Departments will complete an internal application process and requests will be reviewed for approval by the board of commissioners.

“I think this is a great call to put aside \$5 million because I do think that our staff is a very good source of understanding where some of the needs are,” said Commissioner Pat Kemp.

Including the two Jan. 12 agenda items, the county has now committed \$182.4 million of its \$285.9 million in ARPA funding, leaving \$103.5 million left over. Among the largest commitments made thus far, Fesler said, is \$75 million in septic system and sewer projects and \$40 million in road

resurfacing projects.

Project Name	Nicolet Drive/CTH A Flood Mitigation Drainage Improvements	Does this project address majority disproportionately impacted communities (drop down menu)	No
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Requestor Alder Grant

Senior Leadership Strategy (Pick at least one from drop down menu)	21st Century Infrastructure				
Federal Categories (Pick at least one from the drop down menu)	Infrastructure Water/ Sewer				
Request amount	\$250,000.00				
Project summary	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.				
Project Outcomes	Propopsed project will remove undersized storm sewer, replacing it with adequately sized ditch, culvert, and discharge piping. The increased size if the resulting system will properly manage the runoff, directing flow to the bay and removing the source of flooding for affected property owners.				
Possible other funding sources	Brown County has already committed \$500,000 of the needed \$750,000 from their ARPA allocation, contingent on the City committing the remaining \$250,000. If ARPA funds are not committed to this project, the City will be required to use either Storm Utility bonded or budgeted funds.				
Reoccurring costs?	There are no recurring costs associated with this project				
Additional Notes	This is a collaborative project between Brown County and the City of Green Bay to address an area of recurring flooding. The project demonstrates intergovernmental cooperation to address constituent need.				
Qualifying Criteria	We believe this project satisfies the infrastructure sewer/water criteria under ARPA, fits the 21st Century Infrastructure Key Strategy of the City, and addresses a recurrent issue be eliminating rainfall-driven flooding issues.				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

File Number- 7-5-201

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
JUNE 15, 2022

Pursuant to Section 19.85 and 59.094, Wis. Stats., notice is hereby given to the public that the regular meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held **Wednesday, June 15, 2022, at 7:00 p.m.**, in the **2nd Floor Event Space, Resch Expo, 840 Armed Forces Dr., Green Bay, WI 54304.**

The following matters will be considered:

Call to order at 7:09 p.m.

Invocation.

Pledge of Allegiance.

Opening Roll Call.

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote		
Antonneau	1	Aye	Vander Leest	10	Aye	Adams	19	Aye	Aye	23
De Wane	2	Aye	Buckley	11	Aye	Coenen	20	Aye	Nay	0
Nicholson	3	Aye	Landwehr	12	Aye	Schultz	21	Aye	Abstain	0
Jacobson	4	Aye	Dantinne, JR.	13	Aye	Peters	22	Aye	Excused	2
Theno	5	Aye	Avery	14	Absent	Suennen	23	Aye	Absent	1
Lefebvre	6	Aye	Fuller	15	Aye	Schadewald	24	Aye		
Friberg	7	Aye	Kaster	16	Aye	Lund	25	Excused	Total	23
Borchardt	8	Aye	Van Dyck	17	Aye	Deney	26	Excused		
Evans	9	Aye	Hopkins	18	Aye					

****7:11 PM - Supervisor Evans requested to be excused.**

No. 5 -- ADOPTION OF AGENDA.

A motion was made by Supervisor De Wane and seconded by Supervisor Peters **“to approve the agenda.”** Vote taken. Motion carried unanimously.

No. 6 -- COMMENTS FROM THE PUBLIC:

Sarah Sugden, Brown County Library Director, noted that they will be holding community sessions next week for the East Branch Library.

Anneliese Waggoner, 121 Greene Ave, Allouez spoke in favor of Ordinance to Repeal and Replace Chapter 15 of the Brown County Code of Ordinances. (Redistricting Procedure).

Polly Roeser, 419 E. LeCapitaine Circle, Green Bay, spoke on the Ordinance to Repeal and Replace Chapter 15 of the Brown County Code of Ordinances. (Redistricting Procedure) and the League of Women Voters.

No. 7 -- APPROVAL OF COUNTY BOARD MEETING MINUTES OF MAY 18, 2022.

15. Audit of bills. To acknowledge receipt of the bills.

No. 13ci -- REPORT OF HUMAN SERVICES COMMITTEE OF JUNE 13, 2022

1. Award RFB for Project #2508 - Remove Existing and Replace with New the PDHU & ACC at Syble Hopp School. To award bid in the amount of \$296,500.00 of Engebos for Project Number 2508 – Remove Existing & Replace with New the PDHU & ACC at Syble Hopp School.

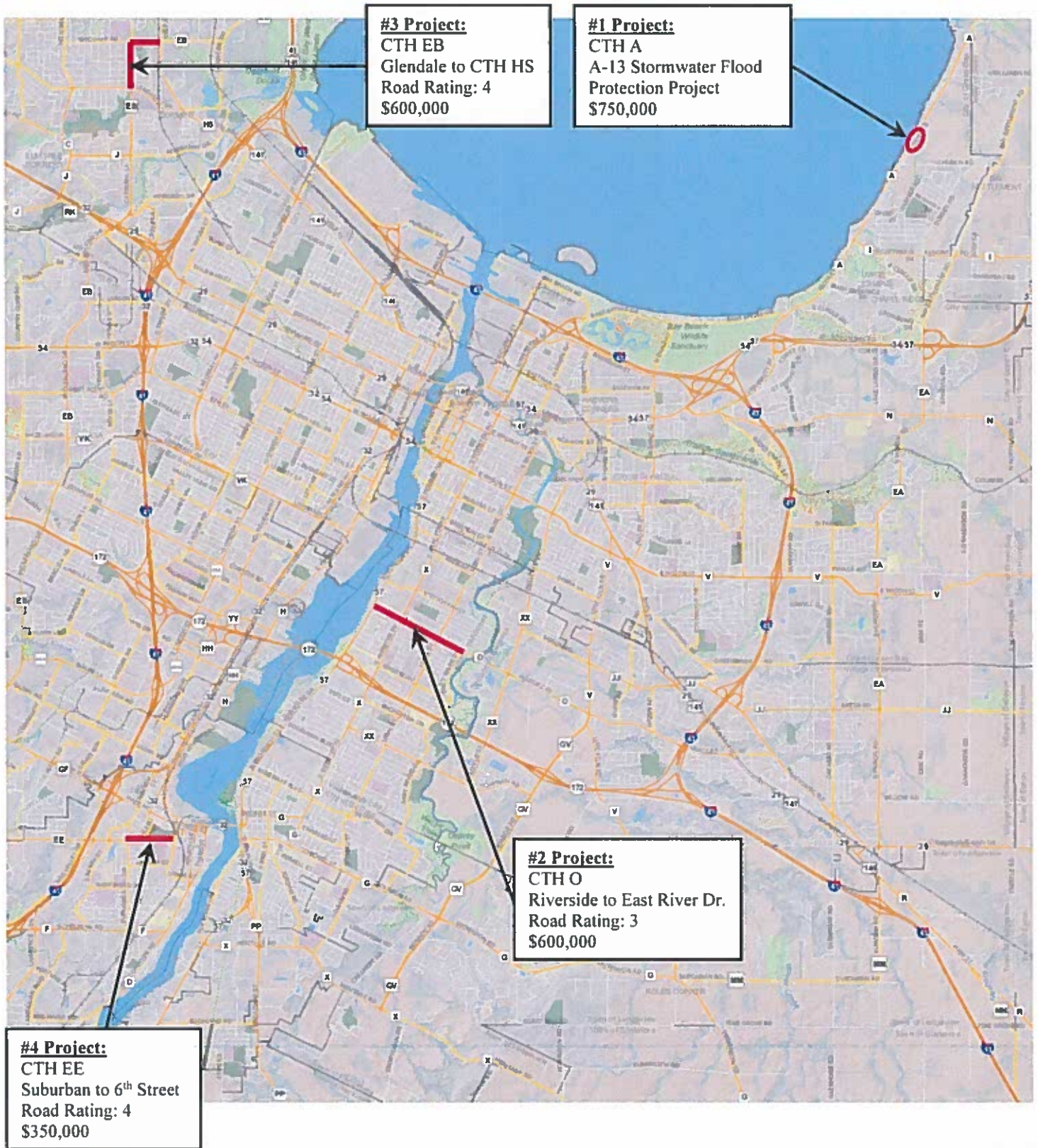
No. 13d -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF MAY 24, 2022

1. Review Minutes of:
 - a. Energy Subcommittee (January 6 and April 7, 2022).
 - b. Planning Commission Board of Directors (March 2 and April 6, 2021).
 - c. Planning Commission Board of Directors Transportation Subcommittee (March 28, 2022).
 - i. To suspend the rules and take Items 1a, b & c together.
 - ii. Receive and place on file Items 1a, b & c.
2. Communication from Supervisor Schadewald re: I am requesting all committees review current and potential short-term and long-term capital improvements in their considerations of ARPA projects. Receive and place on file.
3. Resolutions & Ordinances - 2021 Balanced Budget Adjustment. To approve. See Resolutions & Ordinances.
4. Resolutions & Ordinances - Resolution to Continue or Renew Sub or Ad Hoc Committee (Energy Sub-Committee). To approve. See Resolutions & Ordinances.
 - a. Energy Committee combined summary report-to-date. Receive and place on file.
5. ARPA - Discussion and Possible Action regarding American Rescue Plan Act (ARPA) funds. To set aside \$180,000 for Land Con Groundwater monitoring & cover crop/no-till planting, \$500,000 for Land Con Invasive species, impediment removals, streambank erosion control and habitat work on East River in Allouez, Ledgeview, \$2,634,499 for Port Development Site – Pulliam Plant (required match), \$500,000 Facilities Sheriff Office HVAC, \$250,000 Facilities Jail Heat Recovery System, \$500,000 of \$750,000 for Highway CTH A Stormwater Drainage Improvements to be released once the City of Green Bay contributes the additional \$250,000 to complete the project, \$15,000 UW-Extension Community Gardens and \$13,130 UW-Extension Brown County 4-H Provides Community Robotics Program to Urban Youth for a total of \$4,592,629.00.
- 5a. Register of Deeds - Budget Status Financial Report for March 2022 – Unaudited. Receive and place on file.
- 5b. Register of Deeds 2021 Annual Report. Receive and place on file.
6. Airport - Award RFB #2501 – Remove UST and Replace with AST at Airport Landside Maintenance. To approve Project 2501 – Remove Underground Fuel Tanks and Replace with Aboveground Fuel Tanks at Airport to Petroleum Equipment Services for \$81,517.00 and Optional Bid for \$14,635.00.
7. Airport - Director's Report. Receive and place on file.
8. Planning & Land Services - Budget Status Financial Reports for Planning, Property Listing and Zoning for January, February and March 2022 – Unaudited. Receive and place on file.
9. Planning & Land Services - Director's Report. *No report, no action needed.*



PROJECT Highway ARPA Projects				JOB NO.	
SUBJECT Proposed Project Location & Summary				SHEET NO. _____ OF _____	
ORIGINATED BY BCHD	DATE 5/5/2022	CHECKED BY	DATE	CALC. NO.	REV. NO.

PROJECT LOCATION MAP





PROJECT Highway ARPA Projects				JOB NO.	
SUBJECT Proposed Project Pictures – CTH A				SHEET NO.	
				OF	
ORIGINATED BY BCHD	DATE 5/5/2022	CHECKED BY	DATE	CALC. NO.	REV. NO.

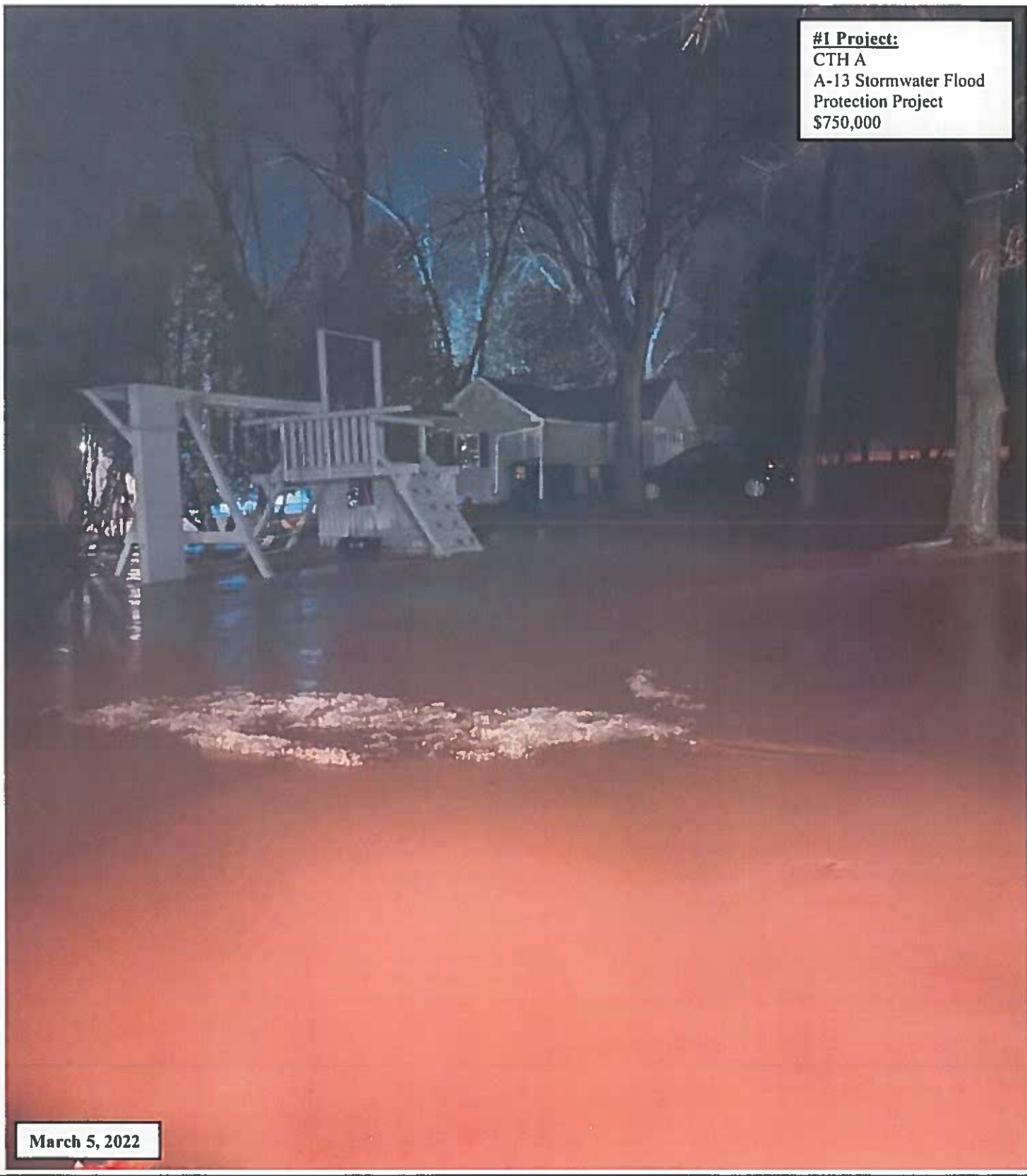
PROJECT LOCATION MAP



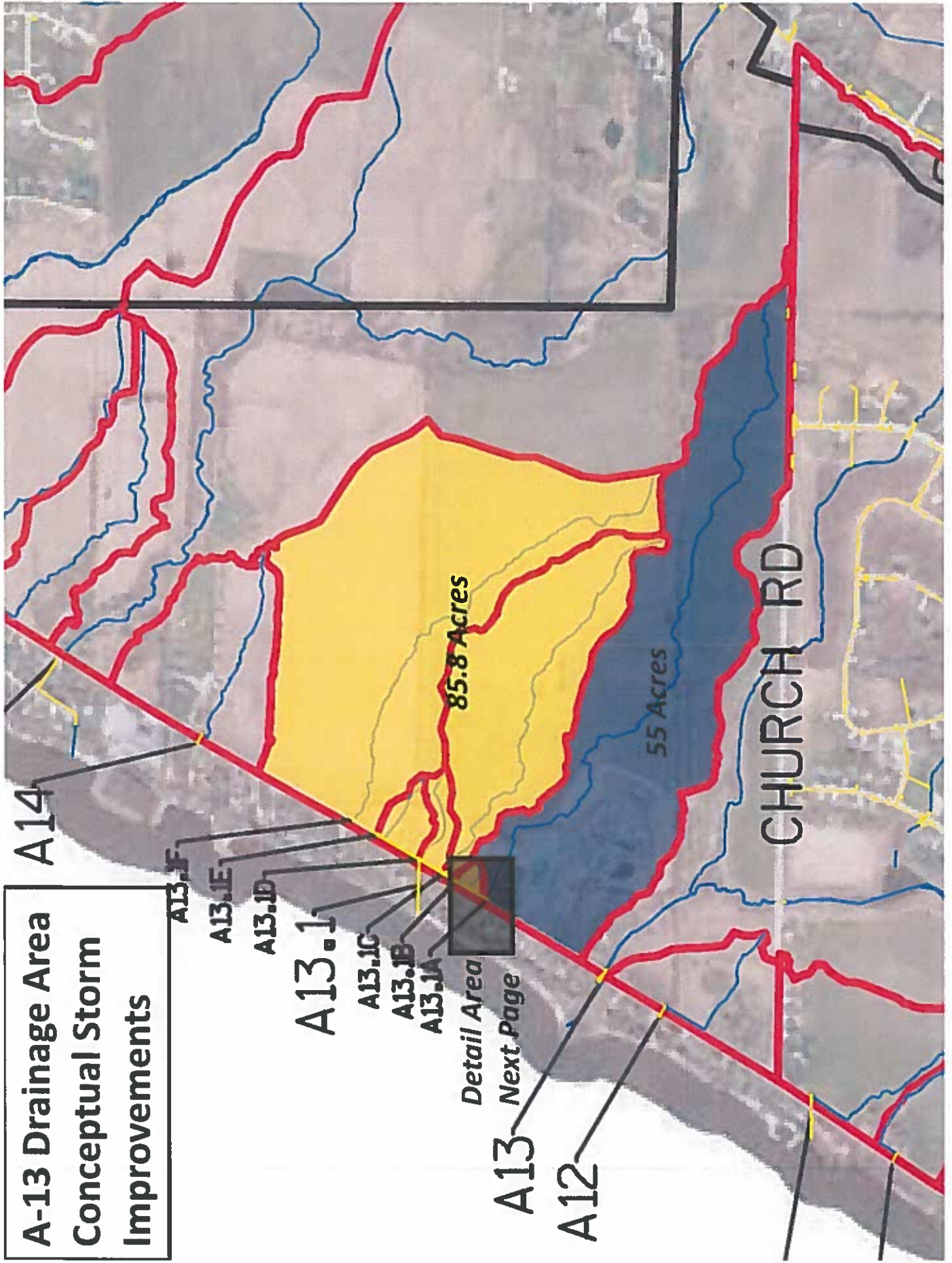


PROJECT Highway ARPA Projects		JOB NO.	
SUBJECT Proposed Project Pictures – CTH A		SHEET NO. _____ OF _____	
ORIGINATED BY BCHD	DATE 5/5/2022	CHECKED BY	DATE
PROJECT LOCATION MAP		CALC. NO.	REV. NO.

#1 Project:
CTH A
A-13 Stormwater Flood
Protection Project
\$750,000



March 5, 2022



Remove Storm Sewer
Proposed Open Ditch

Proposed Driveway Pipe to be
an Overflow Pipe to New Outlet
To Prevent Road Overtopping

Regrade Incoming Ditch
and Upsize Driveway
Pipes as Needed for
Proper Flow

New Outlet to Bay

3125
3131
3119
3115
3109

NELSON DANIEL R
REVOCABLE TRUST

NIELSEN DANIEL
REVOCABLE TRUST

MICHAEL
CHRISTINE
OTOPPE

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NELSON DANIEL R.
& JUDITH M. TRUST

MICHAEL &
CHRISTINE A. TRUST



Public Works Department
100 North Jefferson Street • Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

May 10, 2022

Paul Fontecchio
Brown County Public Works
2198 Glendale Ave.
Green Bay, WI 54303

Dear Mr. Fontecchio:

The City of Green Bay has reviewed the draft plan of improvements proposed to alleviate drainage and flooding concerns along CTH A/Nicolet Drive for Drainage Area A-13. We agree with the proposed improvements and are pleased to provide this letter in support of the project.

With the observed changes in precipitation event types in recent years, we concur that shorter duration, higher intensity storm events have caused short-term ponding and flooding situations that public agencies are now forced to address. We believe that the improvements proposed by Brown County for Drainage Area A-13 will significantly improve storm water runoff management in this area, benefitting residents and property owners located within the drainage area. We strongly encourage the Brown County Planning, Development, & Transportation Committee to recommend this project for implementation, and hereby request that the Brown County Board of Supervisors fund this critical infrastructure project.

Please feel free to contact me if you have any questions and thank you for your consideration.

Sincerely,

Steven Grenier
Director of Public Works

SMG: jld

Project Name	Bay Beach: Ride Replacement	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requestor Green Bay Parks, Recreation & Forestry Director

Senior Leadership Strategy (Pick at least one from drop down menu)	Long Range Fiscal Strength and Sustainability.				
Federal Categories (Pick at least one from the drop down menu)	Revenue Replacement				
Request amount	\$800,000.00				
Project summary	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.				
Project Outcomes	The replacement of these two rides will encourage a boost in tourism, which will have a direct impact in adjacent commercial and tourist attractions. More importantly, these two new ride will provide a steady stream of additional revenues which will be reinvested into the park. In addition to the ride revenue, we typically see a boost in revenues throughout the entire park.				
Possible other funding sources	Because this requested funding will likely only cover a portion of the purchase and installation of these two rides, it may be necessary to utilize other funding sources. If that turns out to be the case, we will fund the difference either through excess revenues at Bay Beach Amusement Park or through fundraising efforts by the Friends of Bay Beach. As previously mentioned, the Friends of Bay Beach already purchased and donated the replacement ride for the Bay Beast.				
Reoccurring costs?	The annual reoccurring costs for these rides include ongoing maintenance expenses, utility costs and hiring ride operators. It is anticipated that the projected revenues from these two rides will more than cover the ongoing expenses for these improvements.				
Additional Notes	If this funding is approved the Parks Department will work very quickly to implement these projects. It is feasible that both rides could be purchased and installed by the start of the 2023 season.				
Qualifying Criteria	The Mayor and City Council worked together to create categories for the spending strategy for the City funding. \$10 million was set aside for Capital needs in the City. This dollar amount was generated by calculating all of the lost revenue due to COVID for all City functions. \$2.25 million out of the \$10 million is directly attributed to lost revenue calculations at Bay Beach Amusement Park. Therefore the Parks, Recreation and Forestry Director is proposing that the Finance Committee and City Council officially dedicate \$2.25 million out of the \$10 million to be invested into Bay Beach for several much needed capital improvement projects. This is one of three projects at Bay Beach Amusement Park that the Parks Department is requesting funding for.				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

		Does this project address majority disproportionately impacted communities (drop down menu)		Yes	
Project Name	Veterans Tiny Homes				
Alder (Pick at least one from the drop down menu)	District 10 Mark Steuer				
City ARPA Resolution Categories (Pick at least one from drop down menu)	Affordable Housing Development and Small Business Support				
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development				
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)				
Request amount	\$25,000.00		On-going Costs? (Pick one from the drop down menu)		Yes
Project summary	Green Bay Redevelopment Authority parcels located at 815, 821 and 833 S. Chestnut Av. and at 414 and 418 4th Street form a contiguous area that could be utilized for a Tiny Homes project that would deal 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 of the Brown County Veterans Service Office has been working with me on this initiative. Nohr is in touch with County Executive, Troy Streckenbach, who has shown initial interest in the project. Nohr is also in touch with Zach Zdroik, the Executive Director of the non-profit Veterans Outreach of Wisconsin. Zdroik was instrumental in getting the James A. Peterson Veteran Village and S.C. Johnson Community Center built in Racine, WI. The 15 tiny homes deal with the primary needs of homelessness, food insecurity and mental health. Accompanying programs to the Village include group therapy for PTSD and for alcohol/drug addictions; for assistance with work searches; for financial advice and guidance; and for 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 has made contact with NWTC, local Carpenters Unions, Habitat for Humanity and Alliance Construction as far as collaborative partners in this initiative. I am requesting \$25,000 for a Research Study on this project, with future considerations for more ARPA funds when the project costs are finalized				
Additional Notes	Our veterans have laid their lives on the line for our numerous freedoms in this country. When they have returned home, they are not immune to the various societal problems and ills that plague many citizens. This project has the potential for collaborations between Green Bay, Brown County, Habitat for Humanity, NWTC, Carpenter's Union Local 955, Alliance Construction (and others, The government partners would include the DWD, VOW (Veterans Outreach of Wisconsin), Veterans Village Racine, County counselors and area food pantries. Veterans comprise 11% of the total homeless population in Brown County. Each Veteran costs \$35,578 per year in housing to the taxpayer. That comes out to \$1,529,854 per year, which is a number that should bother us all.				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 7-2-203

			Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Project Name Alder (Pick at least one from the drop down menu)	District 4 Bill Galvin				
City ARPA Resolution Categories (Pick at least one from drop down menu)	Affordable Housing Development and Small Business Support	Stormwater , Green Infrastructure, and Climate Resilience			
Senior Leadership Strategy (Pick at least one from drop down menu)	21st Century Infrastructure	Long Range Fiscal Strength and Sustainability.			
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Eemergency	Infrastructure Water/ Sewer			
Request amount	\$1,000,000.00	On-going Costs? (Pick one from the drop down menu)		No	
Project summary	\$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.				
Additional Notes					
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

		Does this project address majority disproportionately impacted communities (drop down menu)		Yes	
Project Name	Director of Urban Planning & Design				
Alder (Pick at least one from the drop down menu)	District 7 Randy Scannell		District 9 Brian Johnson		
City ARPA Resolution Categories (Pick at least one from drop down menu)	Affordable Housing Development and Small Business Support				
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development				
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)				
Request amount	\$300,000.00		On-going Costs? (Pick one from the drop down menu)		No
Project summary	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 sufficiently resourced to provide dedicated service to the advancement of several key council-approved plans including Authenticity, Shared Vision Corridor Plan, EPA Shipyard Corridor Redevelopment Plan, 1997 Plan, 2001 Olde Main Design Plan, and other organizational plans including the Broadway District Design Plan. 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. This is evidenced by the number of proposed and executed development agreements for large scale development throughout downtown. 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 a distressed qualified census tract and promotes equitable community development. It also helps serve the small business community that was negatively impacted by the pandemic. Nearby communities are investing and thriving in their respective nodes (Titledown District, Howard Commons, Allouez, etc.) and the downtown BIDs wish to keep pace with our neighbors by investing in the physical spaces of downtown that 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.				
Additional Notes	The need for this position is highlighted in several key areas: • Allows for dedicated commitment to plan execution. • Extends Department of Community and Economic Development responsibilities by giving the BIDs more authority and oversight to fully execute plans that impact their daily work. • ROI: this position will help attract and leverage private development that pays taxes. • Support recruitment efforts for housing developers to soften high demand/short supply. • Pursue grant opportunities that are currently being missed for public spaces and other urban needs. • Develop maintenance plans for currently neglected public spaces. • More strategic and efficient use of public funding. • Supports work and findings of the Greater Green Bay Chamber downtown task force which has found most cities of our size and larger have a position like this to accelerate downtown growth (and corresponding tax base).				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 7-2-211

			Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Project Name	Neighborhood Support Specialist(LTE) Position				
Alder (Pick at least one from the drop down menu)	District 10 Mark Steuer				
City ARPA Resolution Categories (Pick at least one from drop down menu)	Crime Prevention and Neighborhood Enhancement				
Senior Leadership Strategy (Pick at least one from drop down menu)	Employee Recruitment and Engagement	Commitment to Service excellence (city services)			
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Eemergency				
Request amount	\$120,000.00		On-going Costs? (Pick one from the drop down menu)		No
Project summary	To fund a part-time, LTE position who will assist with reforming the 15 innactive neighborhood associations in Green Bay and assist with forming new neighborhood associations in areas currently not represented by an association. Active neighborhood associations are vital to creating safe, vibrant communities and addressing public health concerns such as isolation and crime. 8/15 innactive associations fall within the qualified census tracts. Additionally, large areas of the City within the qualified census tracts are not currently represented by a neighborhood association. The position would be funded at \$20.00 per hour, 20 hours per week for three years with City benefits. Attached is the job description.				
Additional Notes					
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number 7-2-219

Job Description

1. Identification

Position Title: Neighborhood Support Specialist (LTE)
Department: Community and Economic Development Department(CEDD)
Reports To: Deputy Director
Supervises: None
Job Summary: Performs work of limited difficulty providing support resources to neighborhood associations and CEDD staff as well as other neighborhood collaboration efforts

2. Essential Functions

Work as a liaison between neighborhood associations and the City of Green Bay by attending meetings and communicating with neighborhood leaders

Works to maintain and create and reform neighborhood associations

City education and promotion efforts via neighborhood associations thru newsletter publications, working with various print and media outlets, and coordinating special events

Conducts and attends public meetings with City staff and residents to establish goals, provide project updates, and neighborhood planning purposes

All other duties as assigned

3. Knowledge and Skills

Considerable skill in public speaking and meeting facilitation as well as working with people of diverse backgrounds and experiences.

Working knowledge of Microsoft Office suite and various social media platforms.

Good organizational skills and ability to manage multiple tasks concurrently.

Good team skills.

4. Minimum Education and Experience Required

High School Diploma

Valid Driver's License and a good driving record

Ability to speak a foreign language such as Spanish helpful

Hours of Work 20 hours per week, (evenings and week-ends are sometimes required)

Wage \$20.00 per hour

Project Name		Bronze Tree Marker		Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Alder (Pick at least one from the drop down menu)	District 7 Randy Scannell					
City ARPA Resolution Categories (Pick at least one from drop down menu)	Arts, Culture, and Tourism					
Senior Leadership Strategy (Pick at least one from drop down menu)	Commitment to Service excellence (city services)					
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)					
Request amount	\$55,000.00		On-going Costs? (Pick one from the drop down menu)		No	
Project summary	\$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.					
Additional Notes	PA's agenda as soon as possible an invitation to the local Ho Chunk government and the artist Dennis Downes - downesstudio@earthlink.net. The communication: Consideration with possible action of using ARPA funds to create a bronze statue of a tree marker in honor the Ho Chunk Nation and other local tribes. I've spoken with Kent about this a little and he's concerned about cultural appropriation. This project was presented to the local Ho Chunk government years ago and they decided not to fund the project. I believe that decision was an economic and not cultural one. I've spoken to them in the past about getting this down as an honor to them and they appeared pleased.					
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 6-2-206

Project Name		Christkindl Market		Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Alder (Pick at least one from the drop down menu)	District 9 Brian Johnson					
City ARPA Resolution Categories (Pick at least one from drop down menu)	Arts, Culture, and Tourism					
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development					
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)					
Request amount	\$100,000.00		On-going Costs? (Pick one from the drop down menu)		No	
Project summary	Funding the construction of a Christkindl Market to boost tourism in the Broadway District which is located in a distressed qualified census tract. On Broadway was negatively impacted through lost revenue due to the cancellation of events during the pandemic and 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 shopping season, which is highly important to our retail shops. The huts will be made available to small businesses who wish to sell Christmas and winter related products during the holiday season. This will not only support those 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.					
Additional Notes						
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 7-2-210

Project Name		Art Residency		Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Alder (Pick at least one from the drop down menu)		District 9 Brian Johnson				
City ARPA Resolution Categories (Pick at least one from drop down menu)		Arts, Culture, and Tourism				
Senior Leadership Strategy (Pick at least one from drop down menu)		Equitable Community Development	Employee Recruitment and Engagement	Commitment to Service excellence (city services)		
Federal Categories (Pick at least one from the drop down menu)		Negative impacts (tourism/ hospitality)				
Request amount		\$500,000.00		On-going Costs? (Pick one from the drop down menu)		No
Project summary		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.				
Additional Notes						
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 7-2-213

Project Name		Discover Green Bay		Does this project address majority disproportionately impacted communities (drop down menu)		No
Alder (Pick at least one from the drop down menu)	District 9 Brian Johnson					
City ARPA Resolution Categories (Pick at least one from drop down menu)	Arts, Culture, and Tourism					
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development	Employee Recruitment and Engagement				
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)					
Request amount	\$250,000.00		On-going Costs? (Pick one from the drop down menu)		No	
Project summary	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.					
Additional Notes						
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 7-2-214

Project Name		Southern Broadway Improvements		Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Alder (Pick at least one from the drop down menu)	District 9 Brian Johnson					
City ARPA Resolution Categories (Pick at least one from drop down menu)	Capital Needs	Affordable Housing Development and Small Business Support				
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development					
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)					
Request amount	\$25,000.00		On-going Costs? (Pick one from the drop down menu)		No	
Project summary	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.					
Additional Notes						
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 7-2-215

Project Name	City Deck Upgrades	Does this project address majority disproportionately impacted communities (drop down menu)	
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Requestor Downtown Green Bay, Inc.

Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development	Long Range Fiscal Strength and Sustainability.			
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)	Respond to Health Emergency			
Request amount	\$300,000.00				
Project summary	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 Titledown 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.				
Project Outcomes	The CityDeck is a city park and recreation area, inviting all to enjoy the natural resource of the Fox River. The accessible Fox River Trail runs through the City Deck and supports and encourages an active community. With the proposed improvements, there will be even more foot traffic. By adding a covered stage and more usable amenities, the space will be more attractive for private and public events. With more use and more activation, the CityDeck will be a safer, more inclusive space for all. The increased usage will also have an economic impact, promoting more commercial and residential demand and development.				
Possible other funding sources	With sponsorships and community support, Downtown Green Bay, Inc. has historically allocated more than a half million dollars to the CityDeck. DGBI will continue to allocate a significant portion of their operating budget to the activation and beaufication of the CityDeck corridor. Sponsorships and grants currently contribute to these initiatives and we will continue to secure private and corporate dollars towards the annual activation.				
Reoccurring costs?	There will not be any significant operating costs after the initial investment. There will be routine maintenance and DGBI will assume a role in this and will work with the appropriate city departments to determine associated costs and responsibilities.				
Additional Notes	SEE IMAGES TAB of this sheet. We have additional images from other similar cities for inspiration which are available upon request.				
Qualifying Criteria	These improvements will boost tourism and increase attendance, which will have a significance economic impact. Free events held on CityDeck are accesible to public including low to moderate income levels.				

PLEASE FILL OUT ONE SHEET FOR EACH PROJECT

File Number 7-2-216

Project Name Public Art on City Deck/Downtown Fox River Trail (drop down menu)

Does this project address majority
disproportionately impacted communities

Requestor Downtown Green Bay, Inc

Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development				
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)				
Request amount	\$200,000.00				
Project summary	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.				
Project Outcomes	The CityDeck is a city park and recreation area, inviting all to enjoy the natural resource of the Fox River. The accessible Fox River Trail runs through the City Deck and supports and encourages an active community. With the proposed improvements, there will be even more foot traffic. By adding public art and lighting, the CityDeck will be a safer, more inclusive space for all. The increased usage will also have an economic impact, promoting more commercial and residential demand and development.				
Possible other funding sources	With sponsorships and community support, Downtown Green Bay, Inc. has historically allocated more than a half million dollars to the CityDeck. DGBI will continue to allocate a significant portion of their operating budget to the activation and beaufication of the CityDeck corridor. Sponsorships and grants currently contribute to these initiatives and we will continue to secure private and corporate dollars towards the annual activation.				
Reoccurring costs?	There will be routine maintenance and DGBI will assume a role in this and will work with the appropriate city departments to determine associated costs and responsibilities.				
Additional Notes	SEE IMAGES TAB of this sheet. We have additional images from other similar cities for inspiration which are available upon request.				
Qualifying Criteria	These improvements will boost tourism and increase usage, which will have a significance economic impact. Free events held on CityDeck are accesible to public including low to moderate income levels.				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

File Number 7-2-217

Project Name		BC DA Staff	Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Alder (Pick at least one from the drop down menu)	District 8 Chris Wery				
City ARPA Resolution Categories (Pick at least one from drop down menu)	Crime Prevention and Neighborhood Enhancement				
Senior Leadership Strategy (Pick at least one from drop down menu)	Commitment to Service excellence (city services)				
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Eemergency				
Request amount	\$100,000.00		On-going Costs? (Pick one from the drop down menu)		No
Project summary	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.				
Additional Notes	NA				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 1-2-005

Project Name		Business Districts Improvements		Does this project address majority disproportionately impacted communities (drop down menu)		No
Alder (Pick one from the drop down menu)	District 11 John S. VanderLeest		District 10 Mark Steuer			
City ARPA Resolution Categories (Pick at least one from drop down menu)	Affordable Housing Development and Small Business Support					
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development					
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Eemergency					
Request amount	\$300,000.00		On-going Costs? (Pick one from the drop down menu)		No	
Project summary	Business Districts- \$200,000 for four (4) business districts at \$800,000 cost -Use for lighting, signage, road repairs, other promotional activities. Whatever their top priorities are. -Projects approved with each BID Board and brought to the City for final approval. -Not for salary for consultants. \$100,000 set aside for Business Associations. Another priority for business- address the Main Street Flooding issues that have negatively impacted businesses along Main Street					
Additional Notes						
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number: 12-2-002

Project Name		Strategic Site Acquisition for Development			Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Alder (Pick at least one from the drop down menu)	District 9 Brian Johnson						
City ARPA Resolution Categories (Pick at least one from drop down menu)	Affordable Housing Development and Small Business Support						
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development	Long Range Fiscal Strength and Sustainability.					
Federal Categories (Pick at least one from the drop down menu)	Revenue Replacement						
Request amount	\$1,000,000.00		On-going Costs? (Pick one from the drop down menu)			No	
Project summary	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.						
Additional Notes							
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT							

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number 7-6-212

		Does this project address majority disproportionately impacted communities (drop down menu)			Yes
Project Name	Farlin Park Redevelopment				
Alder (Pick at least one from the drop down menu)	District 6 Steven Campbell				
City ARPA Resolution Categories (Pick at least one from drop down menu)	Capital Needs				
Senior Leadership Strategy (Pick at least one from drop down menu)	21st Century Infrastructure				
Federal Categories (Pick at least one from the drop down menu)	Revenue Replacement				
Request amount	\$650,000.00		On-going Costs? (Pick one from the drop down menu)		Yes
Project summary	If this funding is approved, it would be used to 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. At the time that these amenities were installed, the only available parking was on the street. There was no parking lot located within Farlin Park. These amenities were placed close to the existing streets to make it convenient for people to park on the street and walk in to the park. This has in turn caused a parking concern with the residents that live on these roads. There are regularly parking violations. The City has stepped up the parking enforcement, but this only temporarily solves the problem. In 2007 a parking lot was constructed per the approved masterplan, but park users tend to still park on the road, because that is closer to the park amenities. In order to encourage the majority of the park users to park in the parking lot instead of on the road parking, these facilities would have to be moved closer to the parking lot. People who drive to the park typically want to park as close to the amenities as possible. If this option is considered, park staff would have to first work with the neighborhood to redesign the Park Masterplan.				
Additional Notes	This parking issue has been discussed multiple times at previous Parks Committee meetings. Unfortunately increased parking enforcement does not seem to be working as a long term solution and the high cost of this project has provided a barrier securing funding through the annual bonding process. The estimated cost for the playground is \$100,000, the splash pad is \$300,000 and the basketball court is \$100,000. The remaining \$150,000 would be used for engineering, demolition, site work and required stormwater management associated with the redevelopment. The replacement of the playground is currently in the Park Department's 5 year CIP. Funding this project through ARPA will offset the need to bond for the playground replacement in the near future. The ongoing maintenance costs are already built into the City's budget.				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

Project Name		Speed Boards	Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Alder (Pick at least one from the drop down menu)	District 12 Jesse Brunette				
City ARPA Resolution Categories (Pick at least one from drop down menu)	Crime Prevention and Neighborhood Enhancement				
Senior Leadership Strategy (Pick at least one from drop down menu)	Commitment to Service excellence (city services)				
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Emergency				
Request amount	\$22,000.00	On-going Costs? (Pick one from the drop down menu)		Yes	
Project summary	Speed Boards (2)				
Additional Notes	Referred to Chief Davis to see if this is needed and/ or part of the plans (SMH)				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number 5-1-208

Project Name		side walks		Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Alder (Pick at least one from the drop down menu)	District 4 Bill Galvin		District 10 Mark Steuer			
City ARPA Resolution Categories (Pick at least one from drop down menu)	Crime Prevention and Neighborhood Enhancement					
Senior Leadership Strategy (Pick at least one from drop down menu)	21st Century Infrastructure					
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)					
Request amount	\$600,000.00		On-going Costs? (Pick one from the drop down menu)		Yes	
Project summary	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 incurred due to the condition of our sidewalks.					
Additional Notes	from the final rule: The final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, 201 projects that increase access to healthy foods, streetlights, neighborhood cleanup, and other projects to revitalize public spaces					
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 7-2-202

Project Name		Packerland/West Mason intersection upgrade		Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Alder (Pick at least one from the drop down menu)	District 12 Jesse Brunette					
City ARPA Resolution Categories (Pick at least one from drop down menu)	Crime Prevention and Neighborhood Enhancement					
Senior Leadership Strategy (Pick at least one from drop down menu)	21st Century Infrastructure					
Federal Categories (Pick at least one from the drop down menu)	Infrastructure Water/ Sewer					
Request amount	\$500,000.00		On-going Costs? (Pick one from the drop down menu)		No	
Project summary	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.					
Additional Notes						
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number 7-3-207

Project Name		Baird Creek-Burgundy Ct, Surface Water Sediment Control Project		Does this project address majority disproportionately impacted communities (drop down menu)		No
Alder (Pick at least one from the drop down menu)	District 2 Jim Hutchison					
City ARPA Resolution Categories (Pick at least one from drop down menu)	Stormwater , Green Infrastructure, and Climate Resilience					
Senior Leadership Strategy (Pick at least one from drop down menu)	Long Range Fiscal Strength and Sustainability.					
Federal Categories (Pick at least one from the drop down menu)	Infrastructure Water/ Sewer					
Request amount	\$520,000.00		On-going Costs? (Pick one from the drop down menu)			
Project summary	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 occurring 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).					
Additional Notes	A Storm Water Management Plan was developed for the City of Green Bay by McMahon Engineers/Architects dated December 30, 2009 that directly concerned this work was used for preliminary design and costing information (updated for inflation). Eight property owners along Burgundy Court are exploring additional funding for the project to allow replacing the 880 foot ditch with gabians with a buried pipeline. Any extra money required for the pipeline alternative will be funded privately if the pipeline alternative is chosen.					
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 7-5-204

Project Name		Bairds Creek Christa McAuliffe Park, Surface Water Sediment Control Project		Does this project address majority disproportionately impacted communities (drop down menu)		
Alder (Pick at least one from the drop down menu)	District 2 Jim Hutchison					
City ARPA Resolution Categories (Pick at least one from drop down menu)	Stormwater , Green Infrastructure, and Climate Resilience					
Senior Leadership Strategy (Pick at least one from drop down menu)	Long Range Fiscal Strength and Sustainability.					
Federal Categories (Pick at least one from the drop down menu)	Infrastructure Water/ Sewer					
Request amount	\$200,000.00		On-going Costs? (Pick one from the drop down menu)			
Project summary	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 occurring, 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.					
Additional Notes	Baird Creek Foundation is exploring grant money to help fund planning efforts on this project.					
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 7-5-205

Project Name		Culvert Replacement			Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Alder (Pick at least one from the drop down menu)	District 12 Jesse Brunette						
City ARPA Resolution Categories (Pick at least one from drop down menu)	Stormwater , Green Infrastructure, and Climate Resilience						
Senior Leadership Strategy (Pick at least one from drop down menu)	21st Century Infrastructure						
Federal Categories (Pick at least one from the drop down menu)	Infrastructure Water/ Sewer						
Request amount	\$50,000.00		On-going Costs? (Pick one from the drop down menu)			No	
Project summary	There are erosion concerns along Lacount and past Fritsch Park. These funds would assist in replacing deteriorated crossings over culverts and preliminary work for the creek near Fritsch Park.						
Additional Notes							
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT							

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number 7-5-208

Project Name		East Town SW		Does this project address majority disproportionately impacted communities (drop down menu)		Yes
Alder (Pick at least one from the drop down menu)	District 12 Jesse Brunette					
City ARPA Resolution Categories (Pick at least one from drop down menu)	Stormwater , Green Infrastructure, and Climate Resilience					
Senior Leadership Strategy (Pick at least one from drop down menu)	21st Century Infrastructure					
Federal Categories (Pick at least one from the drop down menu)	Infrastructure Water/ Sewer					
Request amount	\$230,000.00		On-going Costs? (Pick one from the drop down menu)		No	
Project summary	Stormwater allocation of \$230,000 towards construction of a retention pond in the East Town parking lot to help address flooding concerns in the area.					
Additional Notes						
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT						

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101, Susan.House@greenbaywi.gov

File Number- 7-5-220

MEMORANDUM

To: Neil Stechschulte, Director, Green Bay Community & Economic Development Dept.
From: Garritt R. Bader, Principal, GB Real Estate Investments, LLC
Date: May 9, 2022
Re: ARPA Stormwater Funding Request For East Town

Good morning!

I'm requesting that the city allocate \$230,000 in ARPA stormwater dollars to create a retention pond in a portion of the East Town parking lot to reduce peak stormwater flows into the city storm sewer system and help reduce nearby flooding.

For the first time since original mall construction in 1981, this nearly 0.25-acre retention pond will also capture Total Suspended Solids (TSS) from directly infiltrating the stormwater system.

Through new development on the East Town "campus," we've already pulled the 0.81-acre Shoreline Credit Union development off the system by creating its own retention pond, along with the 1-acre former Fazolis (now Chipotle and Cousins Subs) by raising the site and installing larger stormwater catch basins. Creating this aforementioned 0.25-acre pond will pull the 5.63-acre Hobby Lobby and Petco out of direct stormwater connection, for a total of 7.44 acres of direct runoff removed from the East Town parking lots.

Breaking down the numbers, here are current and post-redevelopment Peak Flows and TSS removals:

100-Year Flood Peak Stormwater Flows (CFS)

Before	After	Difference	% Removed
24	8.5	-15.5	-65%

Total Suspended Solids (TSS) Removed (Lbs.)

Before	After	Difference	% Removed
1,523	749.7	-773.3	-51%

One project alone will not solve flooding problems around the East Town neighborhoods, but this is an important step in throttling upstream runoff that flows toward the Main & Mason intersection and adds to problems there.

Regarding the \$230,000 cost, it's very similar to the installation costs of other recent stormwater ponds that have been constructed according to my civil engineering firm, Robert E. Lee & Associates.

Preliminary site plans have been reviewed and approved by the city, and this pond and "re-plumbing" are both ready to be constructed as soon as funding can be secured. Receiving city funding for this work would be greatly appreciated. Thank you!

Project Name	Spanish/English Bilingual Specialist	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requester Celestine Jeffreys, Clerk

Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development	Employee Recruitment and Engagement	Commitment to Service excellence (city services)		
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Eemergency	Revenue Replacement			
Request amount	\$79,411 annually				
Project summary	In order to meet the demand for Spanish language interpretation, I'd like to hire a Spanish/English bilingual specialist, for the length of the grant, to translate the City's existing documents, add vital information to our website, and provide live Spanish interpretation to residents. The clerk's office, as the first stop for many residents, has experienced increasing demand for interpretation, especially around licenses. We also need to have our licensing documents in Spanish, online. Other departments such as DPW and Parks could use the services of an interpreter and a translator.				
Project Outcomes	The outcomes are to: have core documents, instructions and web pages in Spanish; provide live interpretation for residents.				
Possible other funding sources	None that I know of.				
Additional Notes	This person would need to demonstrate near-native abilities with the Spanish and English languages, and be familiar with with the vocabulary and syntax of the most comon variations of Spanish spoken by Green Bay's Spanish-speaking residents (Mexican Spanish, Puerto Rican Spanish and Central-American Spanish). This person would need to work highly collaboratively with departments to understand processes, procedures and policies, so that translation and interpretation are accurate.				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101

File Number- 9-2-016

Project Name	Replace/Upgrade Council Chamber audio/video equipment for Hybrid Meetings and new CivicClerk Functionality	Does this project address majority disproportionately impacted communities (drop down menu)	No
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Requester Mike Hronek				
Senior Leadership Strategy (Pick at least one from drop down menu)	21st Century Infrastructure			
Federal Categories (Pick at least one from the drop down menu)	Infrastructure Broadband			
Request amount	\$125,000.00			
Project summary	Upgrade/Replace equipment to enhance the capability of hybrid meetings.			
Project Outcomes	Improved council and committee live and hybrid meetings. To also take advantage of new functionality in CivicClerk to display speaker and agenda item on large screens. Some of the equipment in the room is 20+ years old. The main controller for the room is currently backordered 18 months.			
Possible other funding sources	levy or bonding			
Additional Notes				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT				



Driven by technology,
powered by creativity



Committee Room Zoom Connector

City of Green Bay

Mike Hronek

ITS Director

mikehr@greenbaywi.gov

920 371 5178

pricing according to UW State Contract 17-5174 as amended



Our Mission:

To provide world-class technology solutions with an unwavering commitment to our Customers, Vendor Partners and Employees while providing an environment that encourages profitable growth, learning and fun!

Site Address:

City of Green Bay
100 N Jefferson ST

Green Bay WI 54301

Billing Address:

City of Green Bay
100 N Jefferson ST

Green Bay WI 54301

ACP CreativIT LLC (d/b/a Camera Corner Connecting Point or CCCP)

529 N. Monroe 851 Commerce Ct
Green Bay, WI 54301 Buffalo Grove, IL 60089
Website: www.cccp.com www.acpcreativit.com

Project #: OPP103621
Modified Date: 02/09/2022
Revision: 2
Acct. Manager Michael Seering



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Project Description:

Integration Services Scope of Work

A.Summary: Provide equipment to allow the existing camera and microphone in the room to feed a computer used for Zoom or Teams use. This will allow for Hybrid committee meetings in City Hall room 207, 310 and 604.

B.System Description: Add Extron MediaPort 200 and Amplifier and ceiling speakers to allow for Hybrid (Zoom/Teams) committee meetings for City of Green Bay

•207

- Functionality Description: Existing Committee Room will have a Decora-style transmitter installed next to the existing HDMI Input on the West Wall. 3Meter USB A- MiniB cable to be provided for local UC Laptop connection

•310/604

- Existing Cart-based Large TV will have USB Transmitter mounted to the cart. 3Meter USB A- USB B cable to be provided for local UC Laptop Connection.
- In all three rooms:
 - Source Devices:
 - Existing Microphone and Video camera will be used.
 - Displays:
 - No change to displays in any of the 3 rooms. Existing displays will continue to be utilized in all three rooms, using existing HDMI wall plate or HDMI Cable connection
 - Audio:
 - Existing ceiling-mounted microphone will be used and sent to a distribution amplifier to route to the existing NCast recorder and to the new UC Encoder (MediaPort 200)
 - Conferencing:
 - Conference will be achieved using software running on a computer resource. Computer and software with a USB A connection on the Computer Device is required. Computer and software is provided by customer
 - Controls:
 - The existing touch panel will remain the primary control device. there are no new controls added to the touch panel to support the Hybrid function. Far-end volume is controlled by the computer's internal volume control. The "send" level to the UC Software is optimized and fixed.
 - Equipment Location:
 - Equipment to be located in the existing equipment enclosures/racks as necessary

C. Exclusions: The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements and/or repair.
- All millwork (moldings, trim, cut outs, etc.).
- Patching and Painting.

- Permits (unless specifically provided for and identified within the contract).

-

Project Resources:

Account Manager:	Michael Seering	Design Engineer:	Joe Eckberg
Programmer:	NA	DSP Programmer:	Joe Eckberg
Project Manager:	Joe Eckberg	Trainer:	Joe Eckberg
Network Engineer:	NA	VOIP Engineer:	NA
Other:		Other:	

Quantity	Description	Unit Price	Price
	1 AKG (Existing Item) - AKG PZM11 LL Microphone 1 Extron (Existing Item) - 12 V, 1 A Power Supply, DC Plug		
	1 Cables To Go 2m USB 2.0 A/B Cable - Black (6.5ft)		
	55 CCCCP Mic/Line audio cable. 22AWG shielded twisted pair with ground wire.		
	75 CCCCP CAT. 6 Plenum 4 CCCC One Piece RJ45 crimp connector for Cat6 cable		
	190 CCCCP 2 Cond 16 Unshielded Raw Cable, Plenum, Per Foot		
	2 Extron Full-Range Flat Field® Speakers with 2' x 2' Low Profile Enclosure and 70/100 V Transformer, Pair 1 Extron (Existing Item) - INCLUDED 2ND SPEAKER OF THE FF 220T PAIR		
	1 Extron 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)		
	1 Extron HDMI and Audio to USB Scaling Bridge 1 CCCC Audio / Visual System Programming Labor, 1 Hour		

	1	Extron 1U 9.5" Deep Universal Rack Shelf Kit
	1	Extron One Channel Amp, 60 watts at 70 volts
	1	Extron 12 V, 4.2 A Power Supply featuring ZipClip, Captive Screw
	1	Extron Twisted Pair Extender for USB Peripherals - Decorator-Style Wallplate
	1	Cables To Go 3m USB 2.0 A/Mini-B Cable - Black (9.8ft)
	1	Liberty AV Solutions LOW VOLT MT/BRKT SG RETRO
	1	Extron Twisted Pair Extender for USB Peripherals
	1	Liberty AV Solutions (Existing Item) - 50' Liberty Hybrid High Speed HDMI AOC (Active Optical Cable)
	1	NCast (Existing Item) - Two-Input Presentation Recorder
	1	Panasonic (Existing Item) - Full HD Camcorder with Touch Panel LCD Viewscreen and Built-In LED Light
	1	Radio Design Labs (RDL) Line level distribution amplifier 1 x 3
	1	RDL 24 VDC Switching Power Supply

Equipment:	\$5,333.32
Labor:	\$1,129.70

207 Total	\$6,463.02
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	Quantity	Description	Unit Price	Price
	1	Cables To Go 2m USB 2.0 A/B Cable - Black (6.5ft)		
	1	Cables To Go 5m USB 2.0 A/B Cable - Black (16.4ft)		
	30	CCCPC Mic/Line audio cable. 22AWG shielded twisted pair with ground wire.		
	75	CCCPC CAT. 6 Plenum		
	4	CCCPC One Piece RJ45 crimp connector for Cat6 cable		
	185	CCCPC 2 Cond 16 Unshielded Raw Cable, Plenum, Per Foot		
	2	Extron Full-Range Flat Field® Speakers with 2' x 2' Low Profile Enclosure and 70/100 V Transformer, Pair		
	1	Extron (Existing Item) - INCLUDED 2ND SPEAKER OF THE FF 220T PAIR		
	1	Extron 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)		
	1	Extron HDMI and Audio to USB Scaling Bridge		
	1	CCCPC Audio / Visual System Programming Labor, 1 Hour		
	1	Extron 1U 9.5" Deep Universal Rack Shelf Kit		
	1	Extron One Channel Amp, 60 watts at 70 volts		
	1	Extron 12 V, 4.2 A Power Supply featuring ZipClip, Captive Screw		



- 1 **Extron**
Twisted Pair Extender for USB Peripherals



- 1 **Extron**
Twisted Pair Extender for USB Peripherals

1 Extron
1/4 & 1/2 Rack Width, Under-Desk Mount Kit for Two-Piece Enclosure



- 1 **Radio Design Labs (RDL)**
Line level distribution amplifier 1 x 3



- 1 **RDL**
24 VDC Switching Power Supply

Equipment:	\$5,248.31
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Labor:	\$1,140.70
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310 Total	\$6,389.01
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	Quantity	Description	Unit Price	Price
	1	Cables To Go 2m USB 2.0 A/B Cable - Black (6.5ft)		
	1	Cables To Go 5m USB 2.0 A/B Cable - Black (16.4ft)		
	30	CCCPC Mic/Line audio cable. 22AWG shielded twisted pair with ground wire.		
	75	CCCPC CAT. 6 Plenum		
	4	CCCPC One Piece RJ45 crimp connector for Cat6 cable		
	185	CCCPC 2 Cond 16 Unshielded Raw Cable, Plenum, Per Foot		
	2	Extron Full-Range Flat Field® Speakers with 2' x 2' Low Profile Enclosure and 70/100 V Transformer, Pair		
	1	Extron (Existing Item) - INCLUDED 2ND SPEAKER OF THE FF 220T PAIR		
	1	Extron 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)		
	1	Extron HDMI and Audio to USB Scaling Bridge		
	1	CCCPC Audio / Visual System Programming Labor, 1 Hour		
	1	Extron 1U 9.5" Deep Universal Rack Shelf Kit		
	1	Extron One Channel Amp, 60 watts at 70 volts		
	1	Extron 12 V, 4.2 A Power Supply featuring ZipClip, Captive Screw		



- 1 **Extron**
Twisted Pair Extender for USB Peripherals



- 1 **Extron**
Twisted Pair Extender for USB Peripherals

1 Extron
1/4 & 1/2 Rack Width, Under-Desk Mount Kit for Two-Piece Enclosure



- 1 **Radio Design Labs (RDL)**
Line level distribution amplifier 1 x 3



- 1 **RDL**
24 VDC Switching Power Supply

Equipment:	\$5,248.31
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Labor:	\$1,140.70
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604 Total	\$6,389.01
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Quantity	Description	Unit Price	Price
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3	CCCP System Design and Engineering Labor		
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1	CCCP Project Management		
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1	CCCP Ground Shipping and Handling Estimate		
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3	CCCP System Training		
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1	CCCP Miscellaneous installation hardware		
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Equipment:	\$782.00
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Labor:	\$1,155.00
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Project Total	\$1,937.00
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Equipment Subtotal:	\$16,611.94
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Labor Subtotal:	\$4,566.10
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Project Subtotal:	\$21,178.04
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PROJECT SUMMARY

Equipment:	\$16,611.94
Labor:	\$4,566.10

Grand Total:	\$21,178.04
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Payment Schedule

	Amount	Due Date
Initial Deposit	\$3,800.00	
Equipment Delivery	\$17,378.04	

Assumptions

The list of assumptions below was used to develop this Statement of Work and Quote. If any of these assumptions are not correct or if additional, unanticipated information was uncovered during the project, it may affect the SOW and Quote relative to the installation timeline and/or price. If so, a change order (discussed below) will be written and signed off by the customer before this additional work is performed.

1. Work to be performed weekdays between 8am and 5pm
2. necessary 120v electrical power exists
3. owner-furnished equipment is in good working order and appropriate for task
4. The room(s) match(es) the drawings provided
5. Site preparation by the Customer and their contractors includes electrical and data placement per ACP CreativIT specification.
6. Site preparation will be verified by ACP CreativIT project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
7. Customer communication of readiness will be considered accurate and executable by ACP CreativIT project manager.
8. In the event of any arrival to site that ACP CreativIT is not able to execute work and definable progress, the Customer will be charged a \$110/hr per installer Fee to offset the lost time due to the lack of readiness. The Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
9. Rescheduling and redeployment of ACP CreativIT technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
10. There is ready access to the building / facility and the room(s) for equipment and materials.
11. There is secure storage for equipment during a multiple-day integration.
12. If Customer furnished equipment and existing cabling is to be used, ACP CreativIT assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
13. All Network configurations including IP addresses are to be provided, operational and functional before ACP CreativIT integration begins. ACP CreativIT will not be responsible for testing the LAN connections.
14. Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
15. Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted)
16. The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders
17. In developing a comprehensive proposal for equipment and integration services ACP CreativIT's Account Managers and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

Customer Responsibilities

Customer, at its expense, shall:

- A. Provide employees or agents of ACP CreativIT LLC:
 - reasonable access to the premises and facilities
 - suitable and easily accessible floor space that's close to the project area
 - necessary power and grounding
 - an environment that prevents equipment from over-heating and/or exposure to moisture
 - floor plans

- any other information as needed
- B. Communicate all project related issues with ACP CreativIT LLC in a timely basis such that the project timeline is not imperiled.
- C. Provide all required licensing and software needed to ensure the timely backup of data as well as protection from viruses and other risks at all levels of the network.
- D. Confirm all drop ship items have arrived.
- E. Do not write on original packaging or boxes. Save all boxes and packing material as they are required for returns/rebates and repairs.
- F. Cover the cost of lift rentals, if necessary to access and/or install all equipment included in this project.
- G. Upon request and prior to scheduling, provide photographic confirmation of the completed customer responsibilities.
- H. Upon project completion, review and verify the system implemented by ACP CreativIT LLC.

Work Schedule/Billing Rate

Rates - Regular billing hours are 7:30am – 5:30pm Monday through Friday. Any work performed outside that range is billed at the after-hours rate. Refer to the Billing Rate Schedule below.

ACP CreativIT LLC will work with the customers schedule when after-hours work is required. ACP CreativIT LLC will confirm the installation timeframe with the customer.

<u>Time</u>	<u>Rate per Hour</u>
7:30am – 5:30pm (M-F)	Published Rate
5:30pm – 7:30am (M-F)	1.5x Published Rate
Saturdays (7:30am-5:30pm)	1.5x Published Rate
Saturdays (5:30pm-12:00am Sunday)	2x Published Rate
Sundays (until 7:30am Monday)	2x Published Rate
Holidays	3x Published Rate

Travel – For any customer within 60 miles of its corporate offices ACP CreativIT LLC charges for service from the time we leave our corporate office until the time our work is complete (i.e., we charge travel to the customer’s location, but not from). In addition, for all service calls greater than 60 miles from our offices, ACP CreativIT LLC reserves the right to charge an additional fee for zone travel charges. In addition, gas prices may at times, require us to include a small surcharge on dispatched trips from our technical team. Your account rep can explain how these charges may apply to you.

(continued on next page)

Labor – Labor for this project is to be billed as follows:

- ☐ Time and Materials billed off Sales Order
- ☐ Time and Materials billed off Block
- ☒ Project Based *(flat fee no matter how long it takes – excluding costs associated with change orders)*

Billing Rate – The billing rate for this project is based on current published rates:

Installation:	\$110/hr
Programming:	\$165/hr
Project Management:	\$165/hr
Design/Engineering:	\$165/hr
Network Engineer:	\$165 to \$225/hr (certification dependent)

Special Notes on Billing:

Terms

20% downpayment on hardware with balance due NET30 from delivery

Change Management

ACP CreativIT LLC will review change requests to this Statement of Work by you. As part of this review, ACP CreativIT LLC will prepare a Change Order (available upon request) that documents the request and, if applicable, any impact on the project schedule and pricing. ACP CreativIT LLC will incorporate the change into the project schedule and scope of work upon receipt of your signed Change Order. Changes requested can affect the implementation schedule and services quoted. The following personnel at your company are authorized to make change orders:

Mike Hronek

ITS Director

Name

Title

Name

Title

Name

Title

Planned Down Time

ACP CreativIT LLC will provide prior notice of any necessary system outages during the implementation. In case of unforeseen issues during the installation and cutover, ACP CreativIT LLC will make every effort to minimize any interruption.

Testing

ACP CreativIT LLC will verify that the system and features meet the customer's expectations, as laid out in this document. This includes ensuring that the present functionality of the system is still available unless directed otherwise.

First day of Service

On the first day of service, ACP CreativIT LLC will be available for the customer to discuss questions or issues they may have. We will document all issues and work quickly to resolve them.

Return Policies

We strive to provide our customers with the highest level of service possible. From first visit to order delivery and installation, we want you to be completely satisfied with your experience.

Unless specified, the manufacturer's product warranty does not cover the labor to fix defective product(s).

Unless specified otherwise, all products are covered by the manufacturer's warranty. Please identify any concerns that you have within 30 days of the invoice date. Any issues after the first 30 days will be subject to the restrictions and limitations imposed by our vendors.

All cancelled orders/returns are subject to a 15% restocking fee. Opened software is not returnable. Special order/non-stock items may not be returnable or may be subject to a higher restock fee. Vendor approval will be required prior to the return of opened hardware. Defective hardware may be returned for exchange only. Support blocks are non-refundable. Refund checks will be mailed.

A RETURN AUTHORIZATION ("R.A") REQUEST must be placed by filling out our online Return Authorization Request and is required for ALL returns. (Go to www.cccp.com and click on the Return Authorization Request Form link under Policies & Terms.). You will get a response within 48 hours of your request. Merchandise must be returned within 7 days of the issuance of the R.A.

Please do not write on original packaging or boxes. In addition, save all boxes and packing material as they are required for returns/rebates and repairs.

ACP CreativIT LLC inspects all returns and reserves the right to return merchandise that does not meet manufacturers return authorization criteria.

If you have additional questions, please email returns@cccp.com.

Programming

Programming performed by ACP CreativIT LLC is subject to a limited warranty. ACP CreativIT LLC warrants that the physical medium on which this programming is located is free from defects and that the products impacted by this programming will perform as outlined in this SOW. This limited warranty is good for 60 days from the date of invoice. See Programming Addendum to the SOW if applicable.

Disclaimers and Limitations of Liability

ACP CreativIT LLC WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF ANY EQUIPMENT OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY EQUIPMENT. ACP CreativIT LLC LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ACP CreativIT LLC NEGLIGENCE OR INSTALLATION OF DEFECTIVE PARTS OR COMPONENTS, WHETHER OR NOT SUCH DEFECT WAS KNOWN OR DISCOVERABLE, SHALL NOT EXCEED THE ACTUAL PRICE PAID TO ACP CreativIT LLC BY CLIENT FOR THE EQUIPMENT OR PARTS, WHICHEVER IS LESS.

Contact for Service

When you need to place a service call to ACP CreativIT LLC, please call us at (920) 438-0333. We will take your name, a brief description of the trouble, and a call back number. We will then contact one of our qualified associates to follow up on your request.

Statement of Confidentiality

This Statement of Work and proposal is the proprietary and confidential property of ACP CreativIT LLC. By accepting possession of this document, the company named in this document agrees to keep the contents in confidence and not to use, duplicate, or disclose for any purpose other than the purpose of evaluating ACP CreativIT LLC ability to provide the services herein, unless otherwise agreed to in writing by ACP CreativIT. On request by ACP CreativIT, the company named in this document agrees to return the copies of the Statement of Work to ACP CreativIT, together with the other materials supplied by ACP CreativIT.

Non-Solicitation of Personnel

Client agrees not to solicit, directly or indirectly (through individuals, subsidiaries, holding companies, partnerships, subcontractors, employment agencies or any other financially related firms), nor to tender an offer for employment nor place on their payrolls any present ACP CreativIT LLC employee who becomes known to Client in connection with the proper performance of this Agreement during the term of this Agreement and for a period of one (1) year after its termination. In the event Client hires or contracts with a ACP CreativIT LLC employee in violation of the terms of this paragraph, the Client agrees to pay ACP CreativIT LLC as liquidated damages, and

not as a penalty, an amount equal to one half of the employee's annual compensation, including but not limited to wages, bonuses and fringe benefits.

Post Installation Review

ACP CreativIT LLC wants to get your feedback to understand how we could serve you better, and improve our relationship with you. We may also ask for referrals or testimonials. Please feel free to contact us with any questions you may have.

Approval for Acceptance and Authorization of Project Completion

ACP CreativIT LLC will work with you to resolve any problems and answer any questions you have regarding the system implementation. Your signature of acceptance will be asked for upon completion of the project.

Approval for Contact Information/Logo Placement

ACP CreativIT LLC will place our logo and contact information on a 1U blank rack panel to provide you convenient contact information.

Approval for Pictures of Completed Project

ACP CreativIT LLC may take pictures of the equipment upon completion of the project. They will be primarily used to document the installation work and reference in the future if design changes or troubleshooting is required. They also may be used to help represent and communicated to other customers the work that ACP CreativIT LLC does. Your signature of acceptance will be asked for upon completion of the project.

Other Approvals

Throughout this project, ACP CreativIT LLC may provide the customer with other documents requiring approval before we begin a particular phase of the project. Such documents are addendums of this document and are subject to all of the same guidelines stated in this document. A non-exhaustive list of examples would include a Programming Addendum to the SOW and a Custom Plate Addendum to the SOW.

Subcontractors

ACP CreativIT LLC may use subcontractors to assist on this project. All work by subcontractors will be directed and/or supervised by ACP CreativIT LLC staff. Tasks that subcontractors may be utilized for include the following:

- Low voltage cabling – including Cat. 6 cabling
- Conduit and raceway work as required
- Physical installation of devices and equipment

Remote Access

Unless specifically directed otherwise, ACP CreativIT LLC will install TeamViewer software on the any provided servers and create a ACP CreativIT LLC account on the system. This access will be used to facilitate service and repair issues as well as programming changes as directed by the owner.

Acceptance and Authorization of SOW

IN WITNESS WHEREOF, the parties hereto each acting with proper authority Accept this Statement of work

Project Name: Committee Room Zoom Connector

<u>Mike Hronek</u>	<u>Michael Seering</u>	<u>Joseph Eckberg</u>
Customer Printed Full Name	ACP CreativIT LLC Acct Rep Full Name	ACP CreativIT LLC Engineer Full Name
<u>ITS Director</u>	<u>Account Manager</u>	<u>Designer</u>
Title	Title	Title
<u></u>	<u></u>	<u></u>
Signature	Signature	Signature
<u></u>	<u></u>	<u></u>
Date	Date	Date

An authorized signature on this document acknowledges that the customer has read our Return Policy located on the Company Info page of the ACP CreativIT LLC website www.cccp.com.

After all parties have signed, please provide original to customer and a copy to ACP CreativIT LLC.

Acceptance and Authorization of Project Completion

IN WITNESS WHEREOF, the parties hereto each acting with proper authority Accept this Statement of work

Project Name: Committee Room Zoom Connector

<u>Mike Hronek</u>	<u>Michael Seering</u>	<u>Joseph Eckberg</u>
Customer Printed Full Name	ACP CreativIT LLC Acct Rep Full Name	ACP CreativIT LLC Engineer Full Name
<u>ITS Director</u>	<u>Account Manager</u>	<u>Designer</u>
Title	Title	Title
<u></u>	<u></u>	<u></u>
Signature	Signature	Signature
<u></u>	<u></u>	<u></u>
Date	Date	Date

Can we use you as a reference or testimonial for the work just completed? Yes _____ No _____

If no, may we ask why?

After all parties have signed, please provide original to customer and a copy to ACP CreativIT LLC.

Project Name	Datacenter Replacement	Does this project address majority disproportionately impacted communities (drop down menu)	No
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Requestor Mike Hronek					
Senior Leadership Strategy (Pick at least one from drop down menu)	21st Century Infrastructure				
Federal Categories (Pick at least one from the drop down menu)	Revenue Replacement				
Request amount	\$500,000.00				
Project summary	Replace Datacenter at City Hall and Disaster Recovery Site, security and capacity needs.				
Project Outcomes	Secure and safe IT data infrastructure for City Hall. Historical data and future information will be safe, secure, and manageable with an upgrade to our current system				
Possible other funding sources	Tax levy or bond				
Reoccurring costs?	Maintenance				
Additional Notes					
Qualifying Criteria	Loss revenue				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

Project Name	4th Floor Scanning - Historic records utilized by the City Staff	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requestor					
Senior Leadership Strategy (Pick at least one from drop down menu)	Commitment to Service excellence (city services)	21st Century Infrastructure	Long Range Fiscal Strength and Sustainability.		
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Eemergency	Infrastructure Water/ Sewer	Revenue Replacement		
Request amount	\$80,000.00				
Project summary	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.				
Project Outcomes	Having the files scanned will preserve them in the event of a disaster (fire, etc.) and will save countless hours monthly in staff time going thorough the files. This information is critical to the sustained growth of the City as it provides the needed history to make that happen successfully and more economically than if the City did not have that information. Scanning the documents also frees up extremely costly office real-estate that is currently used by file cabinets. The estimated cost will be recouped in likely 4 years or less through Staff time (say 4 hours a week at \$80/hour = \$17K) and real-estate space fees. This can be the first step in further scanning projects that the City could undertake to gain efficiencies as it continues to seek and find ways to more with less, this is just one piece of those findings. Utilizing a common storage tool, ECLIPS, would also prevent the duplication of efforts such as scanning the same document by multiple Departments. For this to be effective, an updated file naming protocol City wide would be needed. This project would be a big step towards the future for the City.				
Possible other funding sources	With a tight budget for all Departments, ARPA is the best option. The importance of this project are such that the Departments who use the records to each contribute equally somewhere from their current budget. Such users are DPW, DCED, Law and Parks that I am aware of. However, if that is done, something on each of their to do lists will not get done.				
Reoccurring costs?	This would be a one time cost to address the majority of the files stored on 4th floor. There could be another round digitizing/scanning of files from other Departments and other files from the DCED as well. Although there is the initial cost, that will be recovered in Staff time when searching and utilizing those files in the future.				
Additional Notes					
Qualifying Criteria	Please copy/ paste or provide rationale for choosing agency or project				

File Number- 6-6-201

Project Name	Bay Beach Pavilion: Roof Repair, Winterizing, Renovations, Energy Upgrades	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requestor Green Bay Parks, Recreation & Forestry Director

Senior Leadership Strategy (Pick at least one from drop down menu)	Long Range Fiscal Strength and Sustainability.				
Federal Categories (Pick at least one from the drop down menu)	Revenue Replacement				
Request amount	\$1,450,000.00				
Project summary	•\$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. • \$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. Electric 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.				
Project Outcomes	These projects would be considered Phase 1 of a multi-phase renovation of the entire building. The intent of these renovations is to spur year-round interest in the park and to provide new and exciting offerings to the public. Future phases will include major renovations of the central cafe area and the west end of the building, which is currently used as wearhouse space. These spaces will be reimagined and new year round attactions will be incorporated into the building design. The completion of Phase 1 renovations will protect the building from the weather and provide additional revenue by being able to rent the dance hall year round. More importantly, it will set the building up for future phases of construction.				
Possible other funding sources	The City will look at other funding sources to pay for future phases of this project. Other potential funding sources would include excess revenue generated at the park, grants and fundraising efforts.				

Reoccurring costs?	There are no additional new recurring costs associated with these improvements. The annual maintenance costs are already incorporated in the Bay Beach budget, which is a self funded account. In addition, these proposed improvements will provide additional revenues, which will be reinvested into the park.
Additional Notes	Through the master planning process the public was very vocal that Bay Beach, and this building in particular, should become a year round destination. We know that Bay Beach currently provides a significant boost in tourism seasonally. Once all renovation phases are completed, Bay Beach will encourage a boost in tourism year round, which will have a direct impact in adjacent commercial and tourist attractions.
Qualifying Criteria	The Mayor and City Council worked together to create categories for the spending strategy for the City funding. \$10 million was set aside for Capital needs in the City. This dollar amount was generated by calculating all of the lost revenue due to COVID for all City functions. \$2.25 million out of the \$10 million is directly attributed to lost revenue calculations at Bay Beach Amusement Park. Therefore the Parks, Recreation and Forestry Director is proposing that the Finance Committee and City Council officially dedicate \$2.25 million out of the \$10 million to be invested into Bay Beach for several much needed capital improvement projects. This is one of three projects at Bay Beach Amusement Park that the Parks Department is requesting funding for.
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT	

File Number- 5-2-211

File Number- 5-2-212

Project Name	Green Bay Comprehensive Plan Update	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requester Neil Stechschulte, Director of Community & Economic Development

Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development	21st Century Infrastructure	Commitment to Service excellence (city services)	Long Range Fiscal Strength and Sustainability.	
Federal Categories (Pick at least one from the drop down menu)	Infrastructure Water/ Sewer	Respond to Health Emergency	Negative impacts (tourism/ hospitality)		
Request amount	\$300,000.00				
Project summary	The City of Green Bay is preparing to update its comprehensive plan in 2022. The last plan was adopted in May of 2003. This document needs to be consistent with Wis. Stats. 66.1001, and serves as the primary guidance document for the evaluation of zoning requests, design and implementation of new public infrastructure, and establishment of priorities in relation to land use and related policies. It is staff's intent to conduct the update on a neighborhood by neighborhood level to allow for more area specific policies to be considered as well as to provide more opportunities for public input at the neighborhood level. This approach will also help to identify underserved populations (e.g. lower income residents, communities of color, etc.,) and facilitate a process to engage those populations in their own neighborhoods. Funds would be used for the hiring of a consultant to facilitate the comprehensive planning process, in conjunction with City staff. It is anticipated that a major part of these funds would be utilized for outreach and public engagement efforts at the neighborhood level. This will involve updates to mapping, demographic data, policies, ordinances, and overall community priorities. As the City continues to deal with impacts of the pandemic, updating the plan to reflect and accomodate the need for social distancing as well as mitigation strategies to address the public health and economic impacts of COVID-19 will certainly need to be addressed.				
Project Outcomes	1. Updated comprehensive plan document with specific policy recommendations for neighborhoods and disadvantaged populations. 2. Effective outreach to neighborhoods and disadvantaged populations to provide significant impact on plan policies, and to make connections with these groups to serve as a basis for additional communication in the future. 3. Identified land use polices that may need to be updated to reflect post-pandemic reality. 4. Identified infrastructure needs for individual neighborhoods, underserved populations, and the City as a whole. 5. Identified strategies to stabilize and grow the tourism and hospitality industries that are critical the City's economic health. 6. Identified locations, policies, resources and funds to advance a wide array of new affordable and market rate housing choices within the City.				
Possible other funding sources	This project was originally intended to be done in house by staff, so it would be done over a couple of years using staff time. Current workloads would not allow this effort to be conducted by staff in a timely fashion, and the plan is dated to the point where an update is sorely needed. Staff would likely be involved in the public engagement and outreach, while relying on the consultant to complete the more technical aspect of the plan update.				
Additional Notes	The update of this plan offers a unique opportunity to expand the City's efforts in sustainability, DEI, and housing. Attracting all types of new residents will be necessary to ensure the economic stability and growth for the City.				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

Please send to: Susan House, Grant Administrator, ext. 3032, Room 101

File Number- 9-3-202

Project Name	CyberSecurity	Does this project address majority disproportionately impacted communities (drop down menu)	No
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Requestor Mike Hronek

Senior Leadership Strategy (Pick at least one from drop down menu)	21st Century Infrastructure				
Federal Categories (Pick at least one from the drop down menu)	Infrastructure Broadband				
Request amount	\$210,000.00				
Project summary	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				
Project Outcomes	1. Currently deploying MFA in 365 need to secure local servers. 2. Purchase and implement add-on immutable storage and off site disk storage for current backup system. 3. Purchase and Implement Endpoint Detection and Response software. 4. Purchase and Implement Managed Detection and Response software. 5. Schedule Cyber Hygeine Services with Department of Homeland Security, Center for Internet Security.				
Possible other funding sources	Levy				
Reoccurring costs?	All software maintenance quotes are for 3 year contracts				
Additional Notes					
Qualifying Criteria	https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf Pg. 312- "Further, the final rule allows for modernization of cybersecurity for existing and new broadband infrastructure as an eligible use under sections 602(c)(1)(D) and 603(c)(1)(D) as such investments are necessary for the reliability and resiliency of broadband infrastructure.345 Recipients may provide necessary investments in cybersecurity, including modernization of hardware and software, for existing and new broadband infrastructure regardless of their speed delivery standards. The final rule maintains the interim final rule's provision that allows for broader modernization of cybersecurity, including hardware, software, and protection of critical infrastructure as an eligible provision of government services, to the extent of revenue loss due to the pandemic, under sections 602(c)(1)(C) and 603(c)(1)(C)." 				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

File Number- 6-6-202

Project Name Downtown/Commercial Area Streetscape Planning		Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requestor Neil Stechschulte					
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development	Employee Recruitment and Engagement	21st Century Infrastructure		
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)				
Request amount	\$75,000.00				
Project summary	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 AuthentCity 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.				
Project Outcomes	Establish a new comprehensive set of technical design standards for improvements within the right-of-way (including sidewalks, curbs, crosswalks, street lighting, traffic signals, street furniture, landscaping, green infrastructure, public art, medians, outdoor dining, and parking lot screening); creation of a unique and identifiable image to enhance the character of the downtown and other commercial districts; Attraction of tourists, businesses, and residents; Improved comfort, visual interest, safety, and security of the pedestrian environment in these areas, and provide greater connectivity between the downtown and Legends District; Key deliverables will include updated graphic standards of cross sections for priority streets in these areas, preliminary cost estimates, identification of funding strategies, preliminary schedule of project implementation, and confirmation of proposed improvements,				
Possible other funding sources	General fund				
Reoccurring costs?	Implementation costs would need to be identified and budgeted for over time in conjunction with other street reconstruction projects in these areas.				
Additional Notes	None				
Qualifying Criteria	Improvement to the public R-O-W will encourage additional investment in small businesses in the area, and help bring sustainable design to these planning areas.				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

Project Name Employee Recruitment and Engagement

Does this project address majority
disproportionately impacted communities
(drop down menu)

No

Requestor Chief of Operations, Joe Faulds

Senior Leadership Strategy (Pick at least one from drop down menu)	Employee Recruitment and Engagement	Commitment to Service excellence (city services)			
Federal Categories (Pick at least one from the drop down menu)	Revenue Replacement	Revenue Replacement			
Request amount	\$600,000.00				
Project summary	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.				
Project Outcomes	The stipend will serve as a recognition of the hard work our employees provided during this difficult time and help to improve morale and employee retention. Also, to ensure staffing levels are maintained to provide high quality service to the public.				
Possible other funding sources					
Reoccurring costs?	This is not a reoccurring cost.				
Additional Notes					
Qualifying Criteria	Please copy/ paste or provide rationale for choosing agency or project				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

File Number- 7-6-206

Project Name		Large Scale Affordable Housing Development	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requestor					
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development				
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)				
Request amount	\$1,500,000.00				
Project summary	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 supplement 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.				
Project Outcomes	With a gap subsidy, developers will be able to create more affordable housing units in the City.				
Possible other funding sources	WHEDA Tax Credits, HOME funding, TIDAH funds				
Reoccurring costs?	These funds would be drawn as needed over 3 years.				
Additional Notes	There would be an application form and policy similar to the TIDAH Policy. Applicants would need to submit financing information supporting the need for gap funding				
Qualifying Criteria	The Housiing Study determined the need for additional affordable housing units in Green Bay. Housing security for all residents is vital in maintaining a vibrant healthy City				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

File Number- 2-3-207

DOES REQUIRE ADDITIONAL REPORTING IF APPROVED



City of Green Bay
Department of Community and Economic Development

MEMORANDUM

TO: Finance Committee

FROM: Cheryl Renier-Wigg, Deputy Community & Economic Development Director

RE: Recommended ARPA Allocations (Affordable Housing Development and Small Business Support)

DATE: July 28, 2022

Staff is seeking approval for ARPA funding for the below described affordable housing development and small business support program.

Large scale Affordable Housing Development (\$1.5 million)

With the rising cost of development and the increased demand for affordable housing units, developers are facing unprecedented challenges securing the necessary funding/financing needed to build and maintain new development. These funds would be used for affordable housing projects of a larger scale, or a different model. Some examples are: Multi-family units with a traditional construction model, attached twindos, townhouses, smaller homes grouped as one project, living space above businesses, New Homes In Your Neighborhood Program etc. ARPA funds could be used in tandem with HOME funds or TIDAH funding. Similar to HOME and TIDAH, ARPA funds would be used as gap subsidy. The developer would be required to complete an application and submit a project budget showing the financial need.

CARW

Enclosure

Project Name	Home Improvement Loan Program Grant Rider	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requester					
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development				
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Emergency				
Request amount	\$500,000.00				
Project summary	•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.				
Project Outcomes	These funds will provide over 50 low income homeowners the ability to make repairs that will allow them to save money on a monthly basis on energy costs which will help them with housing security. It will also provide accessible improvements to the home which will allow otherly abled residents the ability to stay in their homes as well.				
Possible other funding sources	These grants will be provided along with rehabilitaion loans provided mainly by federal HOME and CDBG funds.				
Reoccurring costs?	Once ARPA funding is exhausted, the HILP Program will still exist funded solely by HUD HOME and CDBG funding				
Additional Notes					

PLEASE FILL OUT ONE SHEET FOR EACH PROJECT

Project Name		Curb Appeal Program	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requester Cheryl Renier-Wigg

Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development				
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Emergency				
Request amount	\$300,000.00				
Project summary	•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				
Project Outcomes	This funding would provide 75 properties with resources to make improvement in qualified census tract neighborhoods				
Possible other funding sources	HOME funded rehab programs, but does not address all needs within the City				
Reoccurring Costs	None				
Additional Notes					
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

File Number: 5-2-202

Project Name	Great Being Home Downpayment Assistance Program	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requester Cheryl Renier-Wigg

Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development				
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)				
Request amount	\$500,000.00				
Project summary	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.				
Project Outcomes	Over 100 new homeowners can be assisted in purchasing a home in Green Bay. These applicants for the program will also be required to participate in homebuyer education, which will build financial literacy within the community.				
Possible other funding sources	These funds will be provided in tandem with other funding sources which include federal funding sources such as HOME/CDBG funding, along with State programs and private employers funding.				
Reoccurring costs?					
Additional Notes					

PLEASE FILL OUT ONE SHEET FOR EACH PROJECT

File Number: 5-2-203

Project Name		Gunshot detection system	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requester PD

Senior Leadership Strategy (Pick at least one from drop down menu)	Commitment to Service excellence (city services)				
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Eemergency				
Request amount	Original Request approved for RFP. Cost will be determined August 25, 2022				
Project summary	Will help in determining the precise locaiton of shots fired int eh deployment areas, as well as weapon caliber, and number of rounds fired. The system automatically alerts emergency services dispatch of shots fired incidents, which increase officers' situational awareness as it does not rely on someone from the community calling to report the incident. It differentiates between specific firearms in cases involving more than one, such as excchanges of gunfire. Incidents where shots are fired are gnerally under-reported; being able to respond and investigate more of these incidents and hold people accountable for gun crimes.				
Project Outcomes	Improved reporting of shots fired incidents will allow police to conduct investigations in every incident in the coverage area, regardless of whether it generates a 9-1-1 call. We know that many of these incidents are linked to the retaliatory cycle of violence, so gunshot detection capability will allow us to intervene earlier in many cases. Initially, we epecct to see overll numbers of reported incidents of shots fired increase; the ability to respond to and investigate these crimes will lead to an overall reduction in gun violence.				
Possible other funding sources					
Additional Notes					

PLEASE FILL OUT ONE SHEET FOR EACH PROJECT

File Number- 12-3-001

Does this project address majority disproportionately impacted communities (drop down menu)		
Project Name	Green Bay Police Gun Violence Reduction Strategy	Yes

Requester Green Bay Police Department Chief Chris Davis and Cmdr. Kevin Warych

Senior Leadership Strategy (Pick at least one from drop down menu)	Long Range Fiscal Strength and Sustainability.		Equitable Community Development		
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)				

Request amount	\$126,500.00
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Project summary	NICJR will work with the Green Bay Police Department to create an Office of Violence Prevention (OVP) to develop effective Gun Violence Reduction Strategies. These strategies will include: ● Examination and development of Gun Violence Assessment: The Gun Violence Assessment/Problem Analysis examines homicides and injury shootings in the past 12-24 months in the given jurisdiction to determine the specific nature of gun violence and to determine the characteristics that are unique to the groups and individuals at highest risk of being involved in gun violence in order to focus interventions. ● Establishing and Managing Shooting Reviews Begin regular meetings with Green Bay Police employees, outide law enforcement agenices, probation, parole, etc. The purpose is to review each shooting that has occured since the previous meeting, discuss why the shooting occurred, identify who is known to have been involved, what gang and group dynamics may be at play, and identify groups and individuals to focus interventions accordingly. ● Design Call-Ins and Individuals Notifications Once specific individuals or groups have been identified through the data collected by the Gun Violence Assessment and selected in a Shooting Review, they should be informed of their risk(s) and offered support. This direct and respectful communication is usually done in a group setting (often referred to as a “Call-In”) or a small meeting with the individual (often referred to as an Individual Notification). ● Connection to Services, Supports, and Opportunities -- Life Coaching NICJR provides training, technical assistance, and consulting to provide dedicated and intensive services, supports and opportunities focused on the individuals at highest risk of gun violence. NICJR specifically provides training to create Life Coach positions. NICJR conducts training with staff, provides management tools and helps develop program protocols. NICJR’s Intensive Life Coaching training program supports participants in understanding the importance of developing an authentic and trusting relationship with clients. Through the training, participants will strengthen skills in client engagement and life planning, as well as learn technical tools, such as case management file efficiency and maintenance. ● Focused Enforcement NICJR works with law enforcement to develop individual and group-specific plans as well as develop performance metrics to successfully implement a focused enforcement effort that prioritizes gun violence and de-prioritizes minor offenses. ● Support Local Coordinator/Director NICJR helps train the local coordinator or director of the gun violence reduction strategy. Having a local coordinator or director responsible for overall coordination of the strategy is critical to its success. ● Data Collection and Management Tools NICJR helps local jurisdictions identify data management systems that will function best for their work. NICJR also provides management report forms, data collection tools, and baseline performance metrics. NICJR also supports local jurisdictions in establishing data-driven performance management processes
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Project Outcomes	Reduce recidivism rates among people that are at high risk of gun violence either as a perpetrator or a victim •Reduce gun violence within the city of Green Bay •Reduce the injuries and death caused by gun violence •Reduce the costs associated to gun violence •Increase the economic development
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Possible other funding sources	The Green Bay Police Department Budget will need to increase if ARPA funds are not used.
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Additional Notes	The total cost for this program is \$300,000 for three years. The total is based on \$100,000 per year as the intial cost is \$200,000 for two years. The intial analysis which is \$45,000 will be paid out of the 2021 Green Bay Police Department budget.
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PLEASE FILL OUT ONE SHEET FOR EACH PROJECT

Project Name	National Institute of Criminal Justice Reform (NICJR) and GBPD Partnership.	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requester Chief Chris Davis

Senior Leadership Strategy (Pick at least one from drop down menu)	Commitment to Service excellence (city services)	Equitable Community Development	Long Range Fiscal Strength and Sustainability.		
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Emergency				
Request amount	\$0.00				
Project summary	The Green Bay Police Department has partnered with the National Institute of Criminal Justice Reform (NICJR) to do a problem analysis of gun violence that occurred in the city from 2019-2021. This analysis was a comprehensive review of all homicides, non-fatal shootings, and shots fired during this time frame. This analysis is the framework of our gun violence reduction (GVR) strategy. Now that the analysis is complete, the next step is partnering with the NICJR for the full GVR strategy. This partnership (See attached info) will create an office of violence prevention, provide training and technical assistance for intervention and outreach workers, design and write intervention services, and implement and conduct shoot reviews to deter and stop the gun violence from occurring. Our goal is to implement the OVP to help address the projected outcomes below. Once the OVP is created, the next step will be to develop life coaches/violence interrupters to help intervene in people's lives who are the greatest risk of being victims or suspects of gun violence.				
Project Outcomes	Reduce recidivism rates among people that are at high risk of gun violence either as a perpetrator or a victim •Reduce gun violence within the city of Green Bay •Reduce the injuries and death caused by gun violence •Reduce the costs associated to gun violence •Increase the economic development •Deter gun violence before it starts •Hold suspects that cause the gun violence accountable •Eliminate the harm gun violence is creates in Green Bay •Mentor youth and young adults and provide them life coaches to help all live a prosperous life.				
Possible other funding sources	The Green Bay Police Department Budget or the "Safer Communities Grant" that the department was awarded by Govenor Evers.				
Additional Notes	See attached info.				

PLEASE FILL OUT ONE SHEET FOR EACH PROJECT

File Number- 5-1-207

Project Name	Automated License plate readers (ALPR)	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requester Green Bay Police Department. Steve Meadowcraft

Senior Leadership Strategy (Pick at least one from drop down menu)	Commitment to Service excellence (city services)				
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)				
Request amount	\$147,000.00				
Project summary	Implementation of a License Plate Recognition Camera system at eleven key enterances, exits, and throughways in the city using 28 cameras . The system is able to identify stolen vehicles, and assist with criminal investigations. The number of locations can be adjusted to accommodate funding. Due to the rise in shootings and the gun violence has a direct nexus to drugs and auto thefts, the camera system will provide officers and detectives valuable evidence to locate suspects of gun violence and auto thefts with the goal of holding suspects accountable and returning the stolen autos to their owners.				
Project Outcomes	•Reduction in crime •Increase in stolen vehicle recoveries •Increase in solved crimes				
Possible other funding sources	Community Development Block Grant (CDBG) funding or department budget may be used to fund this project. The plan is for this to be a three year project with the majority of funding for year one coming from CDBG funding and the remaining years coming from ARPA funding.				
Additional Notes	Intersections may require more than one camera to capture all traffic directions. The department is in a pilot project with 28 cameras, which we may increase the number of cameras. This request is for three years. See other funding source section for the breakdown for funding for year 1-3. We anticipate that year one will be covered by community block grant funds and the remaining costs are estimated at \$147,000 for the three year project				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

File Number- 9-2-007

Project Name	Green Bay Arts Grant Program	Does this project address majority disproportionately impacted communities (drop down menu)	Yes
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Requestor					
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development				
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)				
Request amount	\$150,000.00				
Project summary	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 vibrancy and revitalize communities through involvement with the arts. This program provides competitive grants for temporary and permanent arts and cultural projects. Grants can range from \$2,500-\$10,000.				
Project Outcomes	Please list desired measurable outcomes from project, if available				
Possible other funding sources	private donations				
Reoccurring costs?	This is a 3 year request, \$50,000 per year to offer these grant opportunities				
Additional Notes					
Qualifying Criteria	This program provides funds to artists, artist collectives, organizations and or scholars of any medium to carry out specific projects and activities in Green Bay to boost tourism and provide residents with opportunities to engage in artistic and cultural activities and experiences				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

File Number- 6-2-211

DOES REQUIRE ADDITIONAL REPORTING IF APPROVED



City of Green Bay
Department of Community and Economic Development

MEMORANDUM

TO: Finance Committee

FROM: Cheryl Renier-Wigg, Deputy Community & Economic Development Director

RE: Recommended ARPA Allocations (Arts, Culture, and Tourism)

DATE: July 28, 2022

Staff is seeking approval for ARPA funding for the below described arts and culture program.

Arts, Culture and Tourism (\$150,000)

Green Bay Arts Grant Program (previously Annual Grant Program) (\$50,000 per year for 3 years)

In partnership with the Green Bay Public Arts Commission the Community and Economic Development Department would oversee and provide funding to renew the City's granting program for public arts and culture activities. The City's art granting program is established to develop the creative potential of Green Bay residents and visitors, advance education, spur economic vibrancy, and revitalize communities through involvement in the arts. The Green Bay Arts Grant Program provides funds to artists, artist collectives, organizations, and/or scholars of any medium to carry out specific projects and activities in Green Bay. Examples of the types of projects artists of varying discipline might pursue with the support of this grant include, but are not limited to:

- Teaching artists: curricula, digital learning modules, workshop or resource development
- Visual artists: sculptures, paintings, studies, installations
- Literary artists: manuscripts, proposals, drafts, research reports
- Performance artists: performances, tours, events, video or audio recordings
- Folk and traditional artists: textiles, instruments, beading, dolls, exhibitions, workshops
- Media artists: films, scripts, interviews

Funding would include:

- Competitive grants for temporary and permanent arts and culture projects in Green Bay
 - \$50,000 Applicants would apply annually with best applications awarded. Applicants are eligible to receive a one-time grant ranging between \$2,500 - \$10,000. This grant may be used to fully fund a project. No match is required. Funds cannot be used to retroactively fund completed projects or portions of projects, but can be used for ongoing projects.

Enclosure

Prior Art Grant Recipient Examples



Book of Empty Pages performed by Southwest High School



Florentine Opera performing as part of UW-Green Bay's 6:30 Concert Series



Unhinged by Casey Early Krueger



The Bicycle Mural by Beau Thomas



Dream by Beau Thomas



Glyph! by Wisconsin Native Vote

Project Name		Rotating Arts Program	Does this project address majority disproportionately impacted communities (drop down menu)	No
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Requestor					
Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development				
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)				
Request amount	\$50,000.00				
Project summary	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 existing program artists stipends, program equipment and limited maintenance				
Project Outcomes	Please list desired measurable outcomes from project, if available				
Possible other funding sources	private donations				
Reoccurring costs?	\$50,000 would cover the costs of this program for 3 years				
Additional Notes					
Qualifying Criteria	All rotating art sites combined have a total annual average daily traffic count of aprox. 64,500 vehicles. This program beautifies our community, promotes our cultural identity and encourages artist engagement.				
PLEASE FILL OUT ONE SHEET FOR EACH PROJECT					

File Number 6-2-212

DOES REQUIRE ADDITIONAL REPORTING IF APPROVED



City of Green Bay
Department of Community and Economic Development

MEMORANDUM

TO: Finance Committee

FROM: Cheryl Renier-Wigg, Deputy Community & Economic Development Director

RE: Recommended ARPA Allocations (Arts, Culture, and Tourism)

DATE: July 28, 2022

Staff is seeking approval for ARPA funding for the below described arts and culture program.

Arts, Culture and Tourism (\$50,000)

Rotating Art Program (\$50,000 for 3 years)

In partnership with the Green Bay Public Arts Commission the Community and Economic Development Department would oversee and provide funding to continue the expansion of the City's Rotating Art Program. This program pays artists to display their artwork in Green Bay, allowing six temporary sculptures to sprout up throughout the community each year. All Rotating Art sites combined have a total annual average daily traffic count of approximately 64,500 vehicles (Source: WisDOT Traffic Counts Map). The Rotating Art Program beautifies our community, promotes our cultural identity, and encourages artistic engagement. Funding would include:

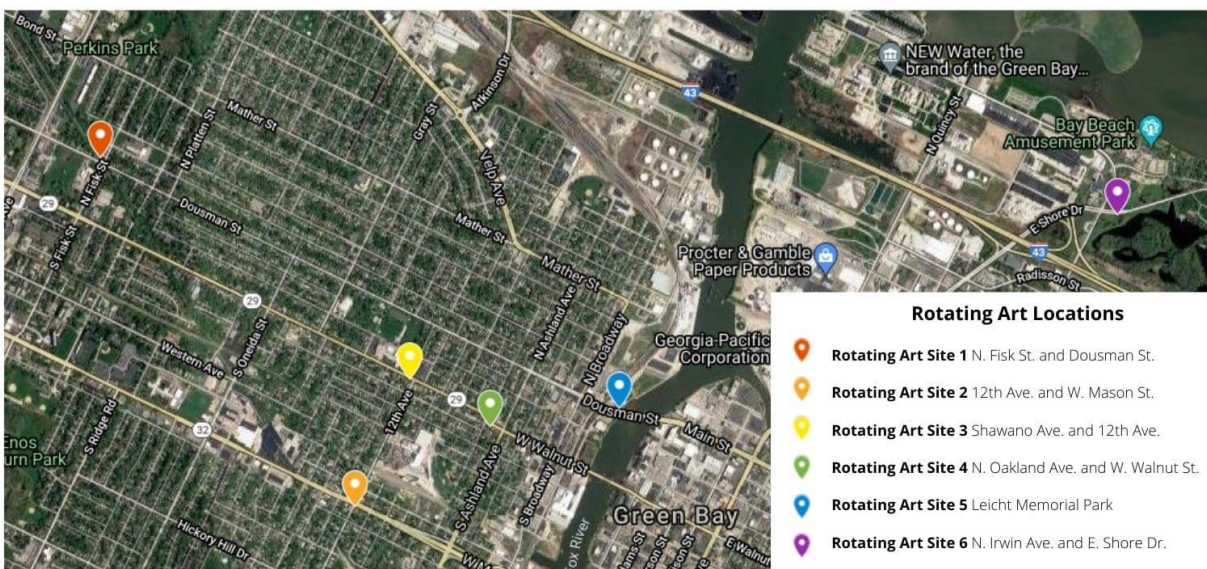
- Expand existing program sites from six (6) to ten (10)
 - \$2,000 cost of concrete footing installations
- Artwork loan / artist stipend
 - \$40,000 to cover 26 artist stipends/1-year artwork loans for the program for three years
- Increase public access to interact with artwork on display
 - \$3,000 cost of supplies for specific program items or pool of funding for associations to apply for artwork engagement activities
- Program equipment needs
 - \$5,000 cost of supplies for specific program items to efficiently run artwork installation, artwork deaccession, and ongoing maintenance of program

Enclosure

Rotating Art Program Examples



Current Rotating Art Locations



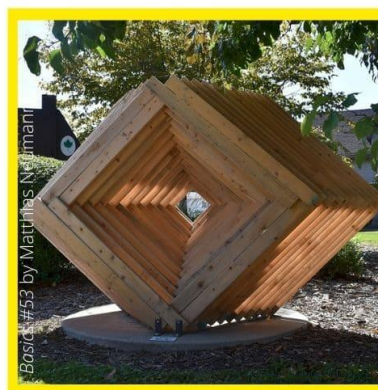
Rotating Art Locations with 2021 - 2022 Season Selected Artwork



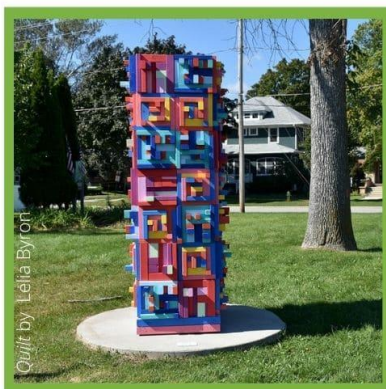
Rotating Art Site 1
N. Fisk St. and Dousman St.



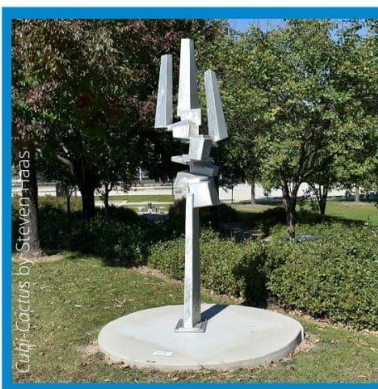
Rotating Art Site 2
12th Ave. and W. Mason St.



Rotating Art Site 3
Shawano Ave. and 12th Ave.



Rotating Art Site 4
N. Oakland Ave. and W. Walnut St.



Rotating Art Site 5
Leicht Memorial Park



Rotating Art Site 6
N. Irwin Ave. and E. Shore Dr.

Does this project address majority disproportionately impacted communities (drop down menu)				Yes
Project Name	Snow Making Equipment - Baird Creek Triangle Hill			

Requestor Green Bay Parks, Recreation & Forestry Director

Senior Leadership Strategy (Pick at least one from drop down menu)	Long Range Fiscal Strength and Sustainability.				
Federal Categories (Pick at least one from the drop down menu)	Negative impacts (tourism/ hospitality)				
Request amount	\$500,000.00				
Project summary	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/snowboarding 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.				
Project Outcomes	Due the pandemic, the City of Green Bay's park department saw a major impact to staffing to which the City has not recovered. A large portion of our local economy as well as a key benefit for residents, is to positively experience the variety of public amenities throughout the year. Our public amenities, such as our parks, pools and community activities are limited due to enduring staff shortfall. This project would not only create new recreational opportunities for families impacted by the pandemic year-round, but it would also serve as a training program for young people interested in working in recreation and tourism industries. In addition, having year-round employment opportunities for young people, and those interested in this industry, allows the City to create a pipeline to potential permanent full time jobs, plus transferable skills to jobs within the industry. Furthermore, with year-round employment opportunities, it allows for multiple entry points in the field, allowing for new staff to experience different types of "seasonal work" or chose to work with the city throughout the year. That type of work flexibility expands on the public amenity offerings, while creating a work environment that meets the needs of local residents and workers interested in this industry.				
Possible other funding sources	The total cost for this project is \$600,000. The snow making equipment and chiller is estimated to cost \$450,000 and a used snow grooming tractor costs \$150,000. The requested funding amount is \$500,000, which leaves a shortfall of \$100,000. The City would have to bond for any remaining shortfall of funding.				
Reoccurring costs?	The annual reoccurring costs would be ongoing maintenance, utility costs and staffing the facility when it is open. All of these annual recurring maintenance expenses would be funded 100% by the revenues generated at the facility.				
Additional Notes	Baird Creek Triangle Hill Sports area is a gem in Northeast Wisconsin. By adding snow making equipment it will become a regional draw for thousands more visitors per winter season. When you couple the tubing/skiing experience with cross country skiing, fat tire biking, hiking/snowshoeing amenities that the Baird Creek Parkway has to offer, Triangle Hill will become a must visit place for families and outdoor winter enthusiasts. Kewaunee has a similar park to Triangle Hill with the exception that they have snow making equipment. Last winter the Kewaunee Park had it's highest attendance on record, welcoming 16,498 visitors for the tubing, skiing and snowboarding hill in the 11 weeks that they were open. This surpassed the previous attendance record by more than 2,800 guests. Compare that to Triangle Hill, which was not able to open a single day last winter due to a lack of heavy snowfall. The average attendance at Triangle Hill for the two winters prior to last was only 1,493 patrons for the entire season and the hill was closed an average of 41 days (nearly 6 weeks) each winter season, primarily due to lack of snow. If the City had snow making equipment at Triangle Hill we would expect that our attendance numbers would be somewhat comparable to Kewaunee.				
Qualifying Criteria	The Mayor and City Council worked together to create categories for the spending strategy for the City funding. \$1.5 million was set aside for Arts, Culture and Tourism. Even though our economy was hit hard by the COVID-19 pandemic, the state's outdoor recreation industry is seeing the economic impact of this amplified interest. There is an increased demand for services and by adding this snow making equipment it would directly impact and significantly increase the dollars spent by tourists within our community.				

PLEASE FILL OUT ONE SHEET FOR EACH PROJECT

File Number- 6-2-203

FINAL PAYMENTS RESOLUTION
August 30, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. BRIDGE 1-22 (BRIDGE MAINTENANCE AND CONCRETE REPAIRS)
LUNDA CONSTRUCTION

TOTAL AMOUNT EARNED:	\$ 80,034.01
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 80,034.01
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 0.00</u>
AMOUNT DUE THIS PAYMENT:	\$ 80,034.01

ACCOUNT NUMBERS
401500E-55311-69072: \$80,034.01
PO #2200061

2. SEWERS 4-21 (MINI SEWERS)
DORNER INC.

TOTAL AMOUNT EARNED:	\$ 360,650.72
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 360,650.72
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 351,741.54</u>
AMOUNT DUE THIS PAYMENT:	\$ 8,909.18

ACCOUNT NUMBERS
412500E-55355-68061: \$8,909.18
PO #2100091

Adopted _____, 2022

Approved _____, 2022

Mayor

ATTEST:

City Clerk

AC

**RESOLUTION AUTHORIZING AN AMENDMENT TO
A CONDITIONAL USE PERMIT
AT 655 WOODSIDE ROAD
(ZP 22-20)**

August 30, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 22-20 and the recommendation of the Plan Commission on August 8, 2022, the City of Green Bay does authorize an amendment to a Conditional Use Permit (“CUP”) for the expansion of an existing assisted living facility on the following described property located at 655 Woodside Road, submitted by David O’Brien, Bayland Buildings, on behalf of Senior Opportunity Fund Investment-II, LLC, property owner, with the following conditions:

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 No. 21-365-1

This resolution intended to supersede any prior CUP regulations on the property in its entirety, including the Resolution dated February 3, 1998. Said CUP shall be granted subject to the following conditions:

1. The use of this property shall be for an assisted living facility with a capacity of 38 beds. Any increases in capacity shall require an amendment to this CUP.
2. All additions to the existing building shall substantially complement the existing exterior in materials, height, and design as determined by the Zoning Administrator.
3. Any drive or parking areas located along Humboldt Road shall connect to the drive and parking area accessed by the existing Woodside Road driveway.
4. This property shall comply with Varied-Density Residential (R3) Zoning district, as well as the Land Use Development Standards for Nursing Homes/Assisted Living.
5. Compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

Approved _____

Mayor

Clerk

sjh
Attachment – Map

RESOLUTION AUTHORIZING CONDITIONAL-USE APPROVAL

Green Bay, Wisconsin
February 3, 1998

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 1138 and the recommendation of the Green Bay Plan Commission on January 12, 1998, the City of Green Bay does hereby authorize a conditional-use permit for a Community Based Residential Facility (CBRF) on the following described property on the southwest corner of Humboldt Road and Woodside Road:

Part of the Southwest 1/4 of the Northeast 1/4, Section 35, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northeast corner of Section 35, T25N-R21E, thence S0°01'50"E, 1,341.87 feet along the east line of the Northeast 1/4; thence N89°52'19"W, 1,330.79 feet; thence S0°07'45"E, 142.91 feet along the east line of the Southwest 1/4 of the Northeast 1/4 also the centerline of Woodside Road to the point of beginning; thence S0°07'45"E, 418.00 feet along said centerline; thence S89°58'00"W 256.50 feet; thence N0°07'45"W, 513.00 feet to the south right-of-way of Humboldt Road, a/k/a C.T.H. "N"; thence N89°58'00"E, 256.50 feet along said right-of-way; thence S45°04'53"E, 134.46 feet to the point of beginning.

Said conditional-use permit shall be granted subject to the following conditions:

1. Uses. That this use be limited to a CBRF, licensed by the State, for elderly persons with a capacity of up to 32 persons.

2. Building Size, Lot Occupancy, Height, and Setbacks. The proposed buildings shall meet all of the usual requirements of the First Residential Zoning District, including maximum building area on its parcel of 40 percent, maximum building height of 35 feet. The buildings and all improvements, including off-street parking, shall be setback from Humboldt Road at least 45 feet and from Woodside Road at least 25 feet. Since Humboldt Road is a Country Trunk Highway, future right-of-way may be 100 feet wide.

RESOLUTION AUTHORIZING CONDITIONAL USE

Page 2

3. Building Exterior Design/Surface. The proposed buildings shall be a one-story design with a gable-style roof, natural or earth-colored vinyl siding, aluminum trim, and brick or natural stone. Windows, doors, and trim shall be a traditional residential in style.

4. Off-Street Parking. All minimum off-street parking requirements of Sec. 13.41, Green Bay Municipal Code, shall be met. The CBRF shall have at least one space for each staff member working in the CBRF component, plus one space for each four of its resident capacity as licensed for and adequate space for delivery trucks and refuse collection.

5. Outdoor Graphics/Signs. One identity sign for each street is permitted (Humboldt and Woodside), each of which shall be set back at least 15 feet per Sign #5, Table A, Sec. 13.36, Green Bay Municipal Code, as follows: a maximum of 16 square feet per side, 32 square feet for all sides, with indirect or internal illumination only. Said signs may be either building mounted or ground mounted. Sign text to be limited to the name(s), address, and logo of this CBRF only.

6. Landscaping. All non-surface open areas shall be included in a landscape plan on the site plan, to be reviewed for acceptability by the City's Landscape Architect.

7. Rubbish and Recyclable Facilities. Will be totally enclosed with screening so as not to be visible from adjoining properties nor public rights-of-way.

8. Outdoor Lighting. If proposed, shall be limited to residentially-styled fixtures mounted on a maximum of 12 feet in height.

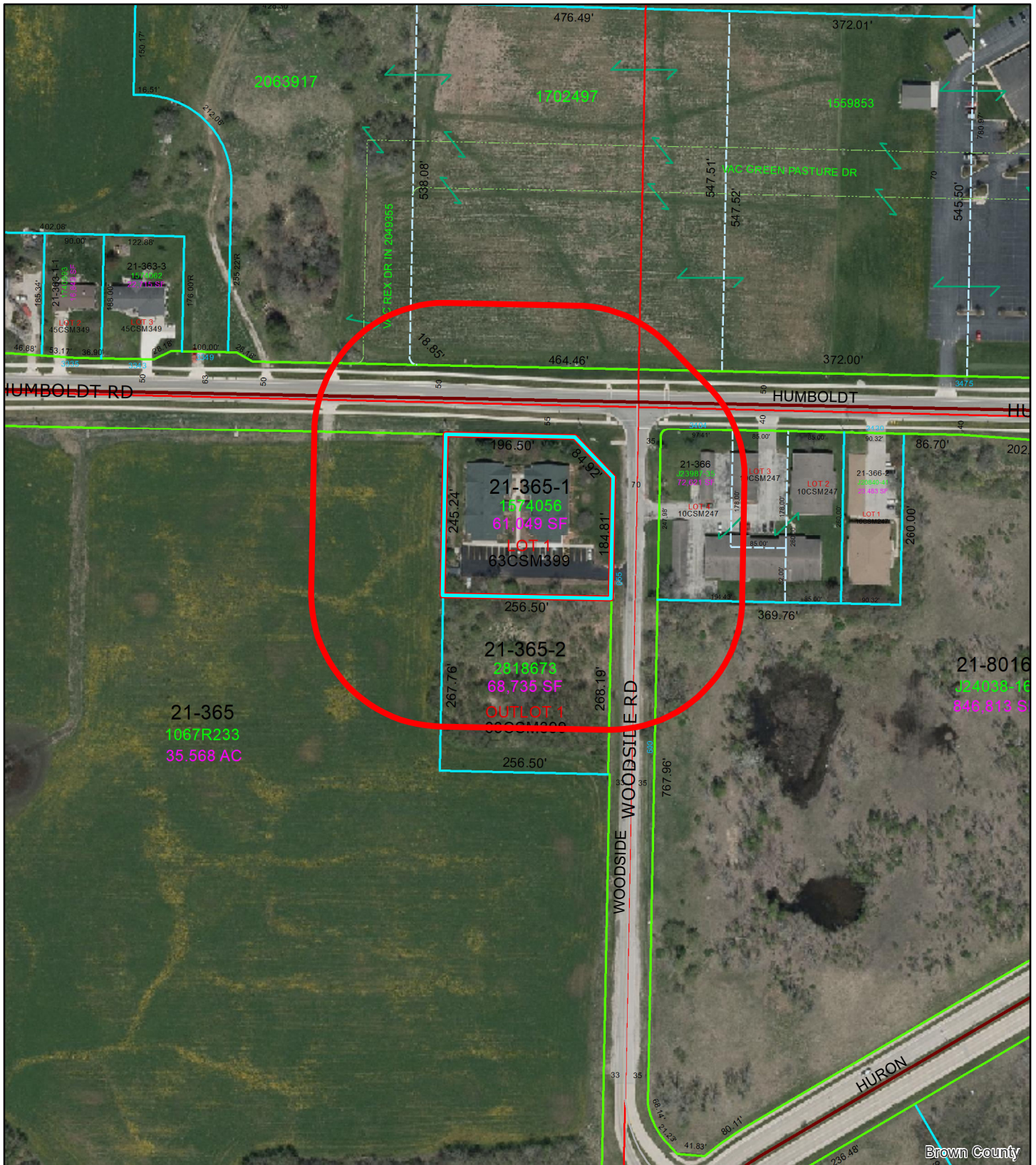
Adopted 2-3-98

EXPIRES 2-3-99

Approved _____

Mayor

Clerk



(ZP 22-20) Conditional Use Permit Amendment 655 Woodside Road

0 55 110 220 Feet



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 27 Jul 2022 X:\Planning\Basemaps\template_8.5x11.mxd

- 655 Woodside Road
- 200-ft. Notification Area

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 2490 DEERPATH DRIVE
(ZP 22-25)**

August 30, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 22-25 and the recommendation of the Plan Commission on August 8, 2022, the City of Green Bay does authorize a conditional use to permit the height of a detached accessory structure/pool shed at twenty (20) feet exceeding the maximum height limitation of sixteen (16) feet on the following described property at 2490 Deerpath Drive:

DEERPATH ACRES LOT 6
Tax Parcel No. 21-6083

Said conditional-use permit shall be granted subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

Adopted _____

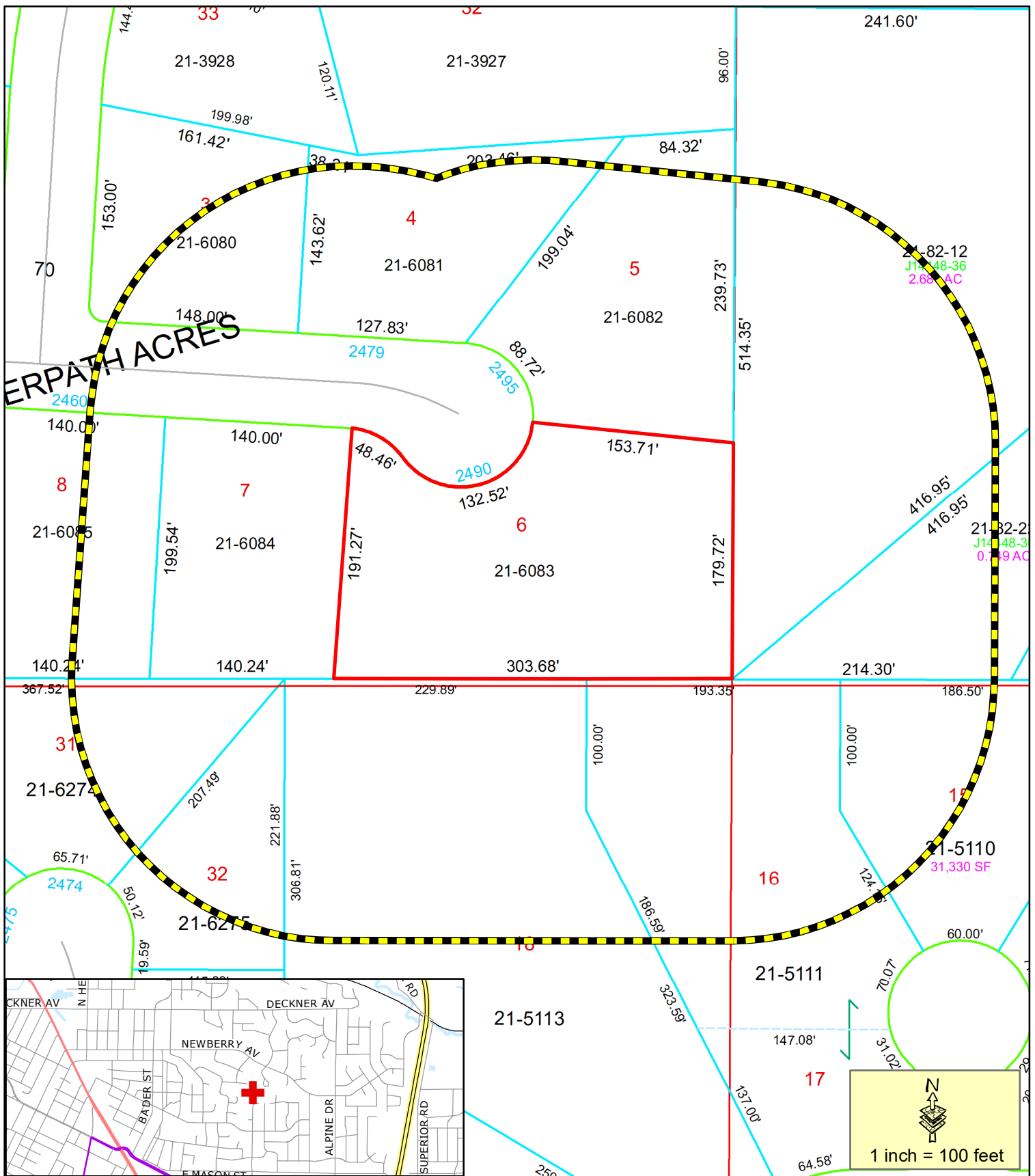
Approved _____

Mayor

Clerk

db

Attachment – Map



Proposed CUP



200' Property Owner Notice

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

Zoning Petition (ZP 22-25) **Proposed Conditional Use Permit** **(CUP) at 2490 Deerpath Drive**



**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 421 FOURTH STREET
(ZP 22-24)**

AUGUST 30, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 22-24 and the recommendation of the Plan Commission on August 8, 2022, the City of Green Bay does authorize a Conditional Use Permit (CUP) for a single-family residence in the Office-Residential (OR) district on the following described property located at 421 Fourth Street, submitted by Tim Denissen, NeighborWorks Green Bay, property owner:

Legal Description:

Lot One Hundred Four (104). Block One (1), according to the recorded Plat of C.L.A. Tank's First Addition to Fort Howard, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, Except the South Six (6) feet thereof reserved for an Alley.

Tax Parcel No. 2-181

Said CUP shall be granted subject to the following conditions:

1. Any residence on this parcel shall remain a single-family house.
2. Compliance with all other regulations of the Green Bay Municipal Code.

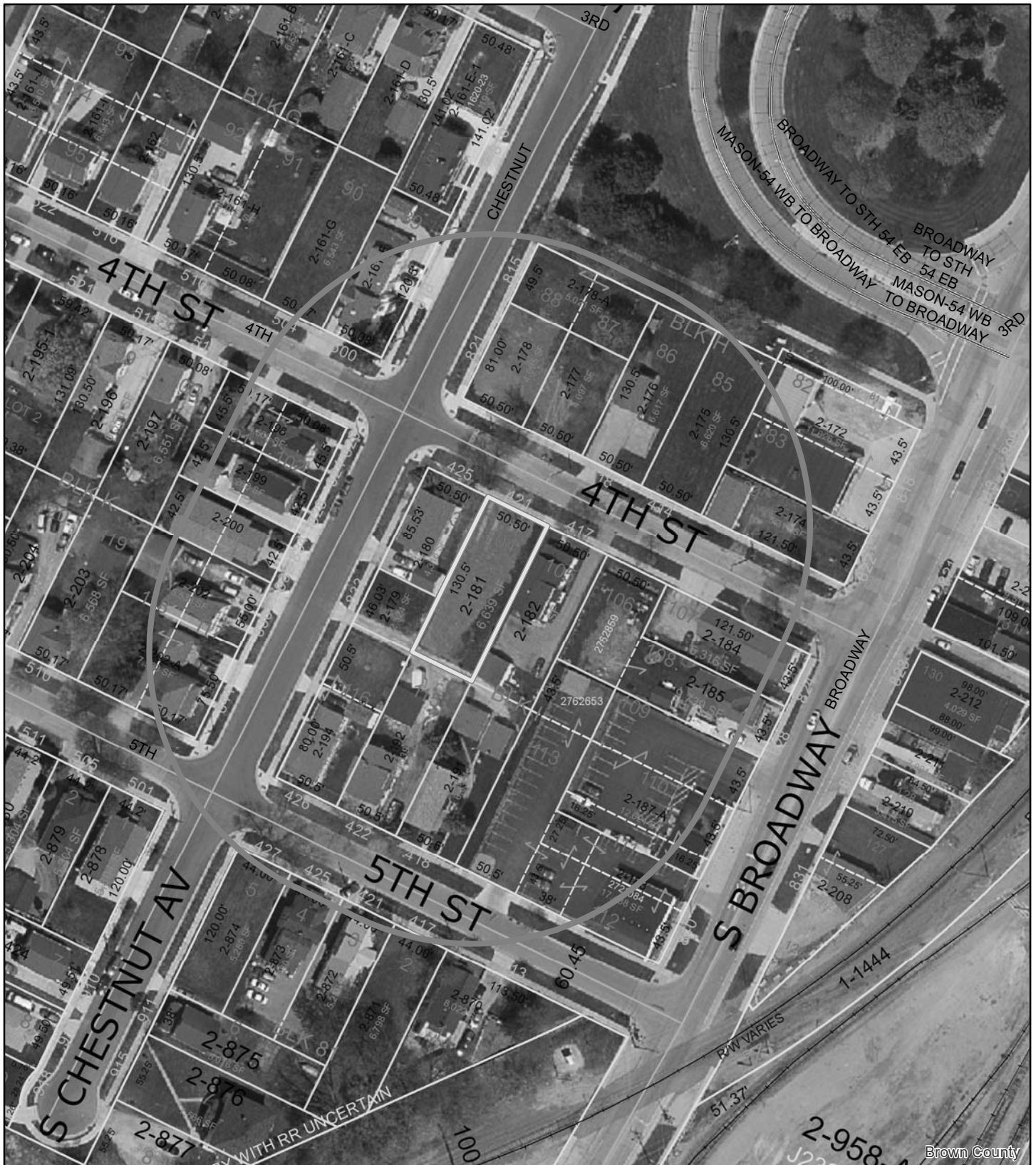
Adopted _____

Approved _____

Mayor

Clerk

jel
Attachment – Map



Brown County



(ZP 22-24) Conditional Use Permit 421 4th Street

0 25 50 100 Feet



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 27 Jul 2022 X:\Planning\Basemaps\template_8.5x11.mxd

-  421 4th Street
-  200-ft. Notification Area

**RESOLUTION RELATING TO AN ALLOCATION AMENDMENT
FOR TAX INCREMENT DISTRICT NUMBER FOUR (4)
DOWNTOWN (“TID 4”)**

August 30, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Four (4) Downtown (“TID 4”), on January 20, 1998; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 4 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 4 Downtown to Tax Increment District Number Twenty-Two (22) Shipyard (“TID 22”) for purposes of blight elimination and public infrastructure costs; and

WHEREAS, the boundaries of TID 4 are not changing with the proposed amendment; and

WHEREAS, on Thursday, June 23, 2022, the Joint Review Board (“JRB”) of the City of Green Bay convened to elect a Chair, select a public member to the Board, and discuss the proposed Allocation Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, July 22, 2022, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City’s official paper, the Press Times; and
3. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, August 9, 2022, at 1:30 p.m., held a public hearing on the proposed amendments to TID 4, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan, and then approved the Amended Project Plan for TID 4; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 4; and
5. A map showing proposed improvements and uses in TID 4; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 4 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and

9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 4 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA made the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 4 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 4 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 22 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 22 would require the delay of closing of TID 22; and
4. The mandatory termination date for TID 4 is January 20, 2025; and
5. The mandatory termination date for TID 22 is September 17, 2046; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 4 to TID 22 as a blighted or rehabilitation TID; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 4 and TID 22, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 4 and TID 22; and
9. The economic benefits of both TID 4 and TID 22, as measured by increased property value, employment, and income,
 - 9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 4 and TID 22 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the COMMON COUNCIL approves the amendment of the Non-Project Costs section of the TID 4 Project Plan to include an allocation, in an amount not to exceed one million dollars (\$1,000,000.00), from TID 4 to TID 22, for the purposes of blight elimination and public infrastructure costs related to the implementation of Shipyard Phase I public improvements, which is consistent with the purpose for which TID 22 was created.

Adopted _____
Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk

**RESOLUTION RELATING TO A PROJECT PLAN AMENDMENT
FOR TAX INCREMENT DISTRICT NUMBER TEN (10) (“TID 10”)**

August 30, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Ten (10) Main Street and Mason Street (“TID 10”), on August 17, 2004; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 10 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed adding an addition project to the Project Cost section of the Project Plan for Other Public Infrastructure; and

WHEREAS, the boundaries of TID 10 are not changing with the proposed amendment; and

WHEREAS, on Thursday, June 23, 2022, the Joint Review Board (“JRB”) of the City of Green Bay convened to and discuss the proposed Project Plan Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, July 22, 2022, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City’s official paper, the Press Times; and
3. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, August 9, 2022, at 1:30 p.m., held a public hearing on the proposed amendments to TID 10, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan, and then approved the Amended Project Plan for TID 10; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 10; and
5. A map showing proposed improvements and uses in TID 10; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 10 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 10 promotes the orderly development of the City; and

11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 10 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 10 has satisfied all of its current year debt service and project cost obligations; and
3. The mandatory termination date for TID 10 is August 17, 2031 and
4. That “but for” the adoption of an Allocation Amendment, the development projected to occur in TID 10, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
5. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 10; and
6. The economic benefits of TID 10 as measured by increased property value, employment, and income,
 - 6.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
7. The TID 10 Project Plan is feasible and in conformity with the City *Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the COMMON COUNCIL approves the amendment of the Project Costs section of the TID 10 Project Plan to include an amount not to exceed four million dollars (\$4,000,000.00) for the purposes of additional public infrastructure costs related to the Main Street and Mason Street area, which is consistent with the purpose for which TID 10 was created.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk

**RESOLUTION ESTABLISHING THE BOUNDARIES OF AND
APPROVING THE PROJECT PLAN FOR TAX INCREMENT
DISTRICT NUMBER TWENTY-FOUR (24)
CHERRY STREET (“TID 24”)**

August 30, 2022

WHEREAS, the City of Green Bay (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 24 (the “District”) is proposed to be created by the City in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area School District, and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the REDEVELOPMENT AUTHORITY, on August 9, 2022 held a public hearing concerning the proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon, and approved the creation of the District, and

NOW, THEREFORE, BE IT RESOLVED by the COMMON COUNCIL of the City of Green Bay hereby creates Tax Increment District Number Twenty-Four (24), Cherry Street (“TID 24”), and adopts the project plan.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk

**RESOLUTION ESTABLISHING THE BOUNDARIES OF AND
APPROVING THE PROJECT PLAN
FOR TAX INCREMENT DISTRICT NUMBER TWENTY-FIVE (25)
GRANDVIEW INDUSTRIAL PARK ("TID 25")**

August 30, 2022

WHEREAS, the City of Green Bay (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 25 (the "District") is proposed to be created by the City in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area School District, and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the REDEVELOPMENT AUTHORITY, on August 9, 2022 held a public hearing concerning the proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon, and approved the creation of the District, and

NOW, THEREFORE, BE IT RESOLVED by the COMMON COUNCIL of the City of Green Bay hereby creates Tax Increment District Number Twenty-Five (25), Grandview Industrial Park (“TID 25”), and adopts the project plan.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk

**RESOLUTION RELATING TO AN ALLOCATION
AMENDMENT FOR TAX INCREMENT DISTRICT
NUMBER TWEELEVE I-43 INDUSTRIAL PARK (“TID 12”)**

August 30, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Four (4) Downtown (“TID 4”), on January 20, 1998; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 4 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 12 Downtown to Tax Increment District Number Twenty-Two (22) Shipyard (“TID 22”) for purposes of blight elimination and public infrastructure costs; and

WHEREAS, the boundaries of TID 12 are not changing with the proposed amendment; and

WHEREAS, on Thursday, June 23, 2022, the Joint Review Board (“JRB”) of the City of Green Bay convened to elect a Chair, select a public member to the Board, and discuss the proposed Allocation Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, July 22, 2022, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City’s official paper, the Press Times; and
3. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, August 9, 2022, at 1:30 p.m., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan, and then approved the Amended Project Plan for TID 12; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 12; and
5. A map showing proposed improvements and uses in TID 12; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 12 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and

10. A statement indicating how creation of TID 12 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA made the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 22 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 22 would require the delay of closing of TID 22; and
4. The mandatory termination date for TID 12 is September 6, 2025; and
5. The mandatory termination date for TID 22 is September 25, 2045; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 22 as a blighted or rehabilitation TID; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 12 and TID 22, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 12 and TID 22; and
 - 8.1. The economic benefits of both TID 12 and TID 22, as measured by increased property value, employment, and income, are greater than the cost of the improvements identified in the respective Project Plans; and
 - 8.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
9. The TID 12 and TID 22 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the COMMON COUNCIL approves the amendment of the Non-Project Costs section of the TID 12 Project Plan to include an allocation, in an amount not to exceed two million dollars (\$2,000,000.00), from TID 12 to TID 22, for the purposes of blight elimination and public infrastructure costs related to the implementation of Shipyard Phase I public improvements, which is consistent with the purpose for which TID 22 was created.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk

**RESOLUTION RELATING TO A STANDARD EXTENSION
FOR TAX INCREMENT DISTRICT NUMBER FOURTEEN (14),
THE RAIL YARD (“TID 14”)**

August 30, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Fourteen (14) (“TID 14”) on September 16, 2006; and

WHEREAS, prior to the mandatory termination date of September 16, 2033, TID 14 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and

WHEREAS, Wis. Stats. §66.1105 permits the City to extend the life of a TID that has insufficient aggregate incremental property taxes for three (3) additional years, so long as all incremental property taxes from such additional years are used to cover outstanding project costs, and

WHEREAS, the Redevelopment Authority of the City of Green Bay held a public hearing on August 9, 2022, and also approved the extension of TID 14 by three years, and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay approves extending the life of TID 14 for three (3) additional years, until September 16, 2036, for the purposes of covering outstanding project costs.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk

GENERAL ORDINANCE NO. 20-22

**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 establish the following NO STOPPING OR STANDING zones:

EMMET STREET, north side, from Columbia Avenue to Lincoln Street.

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:

City Clerk

DJAH
8/30/22

ZONING ORDINANCE NO. 14-22

AN ORDINANCE CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY AT THE SOUTHWEST CORNER OF JANICE AND FLORENCE AVENUES (ZP 22-23)

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 establishing a Planned Unit Development Overlay District on the following described properties, as also depicted on Exhibit A - Location Map:

Legal Description: BEING LOTS 1,2,3,4,5 & 6 BLOCK 1 OF THE FLORENCE SUBDIVISION AND LOTS 1 & 2 OF CSM NO. 2017 LOCATED IN PART OF LOTS 55 & 56 OF CLA TANKS SUBDIVISION OF PRIVATE CLAIMS NO 2 TO 9 ON THE WEST SIDE OF FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

Tax Parcel: 6-1753, 6-1754, 6-1755, 6-200-2, 6-200-B, 6-1750, 6-1751, 6-1752

Land Area: Comprises approximately 69,090 square feet/1.58 acres

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

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit the development of a 50-unit affordable housing apartment building providing supportive services for individuals and families overly cost-burdened by housing. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.
- B. Development Site. Area included within this PUD currently consists of eight (8) individual parcels fronting Vernon Court, Janice Avenue, and Florence Avenue and as specified in Section 1 of this ordinance. The eight (8) individual parcels shall be combined to a single tax parcel prior to issuance of administrative site plan approval, building permit issuance and occupancy permit.
- C. Land Use Regulations. The principal and accessory land uses which may be established and/or maintained on the subject property are as follows:
 - 1. Principal use of 50 residential dwelling units within a single structure.
 - 2. Accessory uses customarily associated with multiple family dwelling and supportive housing including lobby, mail room, janitorial services, community room that may be made available to public entities, office space associated with the principal use, home occupations, childcare for

residents, educational spaces for residents, outdoor gathering spaces, and other uses deemed appropriate by the Zoning Administrator.

- D. Prohibited Uses. The PUD limits certain uses from being established on the site or as accessory to the multi-family dwelling principal use including rooming/boarding houses, shelter facilities, transitional housing, dormitories, assisted living/nursing homes, commercial uses typically associated with dwelling (family daycares and live-work units). All other proposed uses are subject to a PUD amendment.
- E. Dimensional and Area Requirements. Dimensional and area requirements for principal structure and surface parking on the subject property shall be regulated as follows:
1. General Site.
 - a. Lot Size. Minimum lot area is 65,340 square feet/1.5 acres
 - b. Maximum Floor Area Ratio (FAR): 1.0
 - c. Maximum Impervious Surface: 70%
 - d. Accessory building shall be regulated as if in the Varied Density Residential Zoning District.
 2. Apartment Building.
 - a. Front Yard Setbacks
 1. Vernon Court: 30 feet
 2. Janice Avenue: 30 feet
 3. Florence Avenue: 15 feet
 - b. Rear Yard Setbacks (west lot line): 10 feet
 - c. Maximum Height: Principal building shall not exceed 45 feet in height.
 3. Surface Parking.
 - a. Front Yard Setbacks
 1. Vernon Court: 10 feet
 2. Janice Avenue: 15 feet
 3. Florence Avenue: 15 feet
 - b. Rear Yard Setbacks (west lot line): 10 feet
- F. Access Circulation and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and as modified as follows:
1. The site is limited to one (1) vehicular access driveway with ingress/egress from Janice Avenue.
 2. Development shall provide a minimum of 50 parking spaces.
 3. Pedestrian access shall be provided from all public streets with public sidewalks adjoining the development and connected via an internal pedestrian network to the entrances of the principal structure.
- G. Architectural Design. All building elevations shall generally comply with Exhibit

C and subject to the following requirements:

1. Four-sided design. All sides of the building shall include materials and design characteristics similar to and compatible with those on the front.
 2. Exterior Materials. Building materials shall be durable and appropriate for the residential district as well as being regulated as follows:
 - a. Exterior building façades shall be predominately (minimum of 80%):
 1. Brick or brick veneer
 2. Cementitious panels/siding
 3. Architectural/decorative metal panels
 4. Wood or wood composite
 5. Windows and doors
 - b. Windows and doors. Windows shall include trim and all building entrances shall include a canopy or other roofing element over the doorway.
 - c. Accessory structures. Accessory structures are limited to no greater than 16 feet in height and shall match the character of the principal structure, reflected in colors, materials, windows, and architectural features.
- H. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.
- I. Signage. All signage within the PUD area shall meet the standards as set forth within Chapter 30 of the Green Bay Municipal Code.
- J. Refuse and Mechanical Equipment. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- K. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code with the following addition:
1. Increased level of buffering via landscaping, architectural treatments or screening mechanisms shall be included within and around the covered/decked parking area.
- L. Stormwater Management and Grading. A storm water management and grading plan meeting the standards established by the Department of Public Works shall be submitted to and approved by the City prior to the issuance of building permits. The purpose of these standards to manage stormwater runoff volumes and quality but shall also:
1. Be of human-scale interest with native plantings encouraged.
 2. Stormwater management facilities shall function not only as a utility but also as site amenity.

3. Stormwater management areas such as bioretention areas, rain gardens, stormwater trees, or other plantings may count toward required landscape minimums of subsection J, above.

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

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

db:

Attachments:

Exhibit A – Location Map

Exhibit B – Conceptual Site Plan

Exhibit C – Conceptual Building Elevations

EXHIBIT A



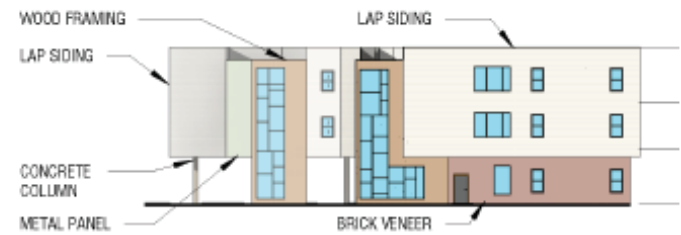
EXHIBIT B



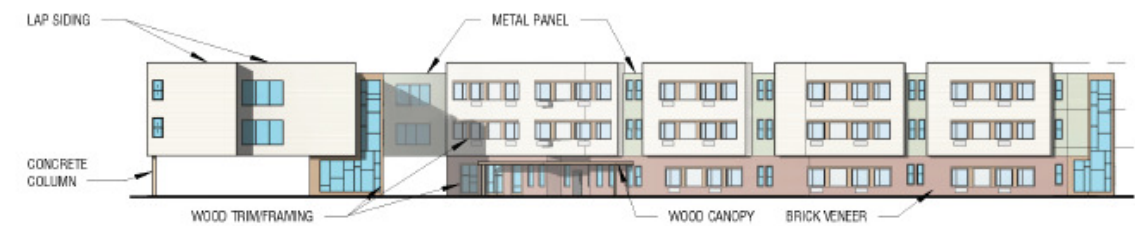
EXHIBIT C



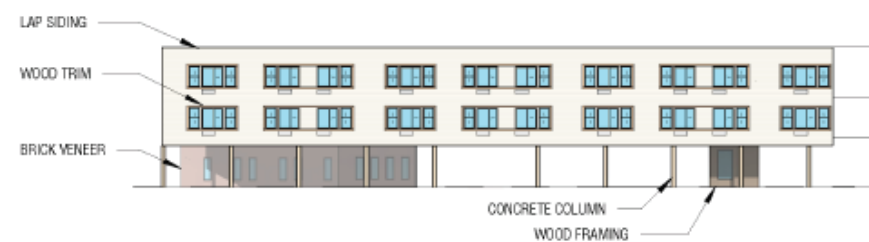
1 NORTH ELEVATION
1" = 40'-0"



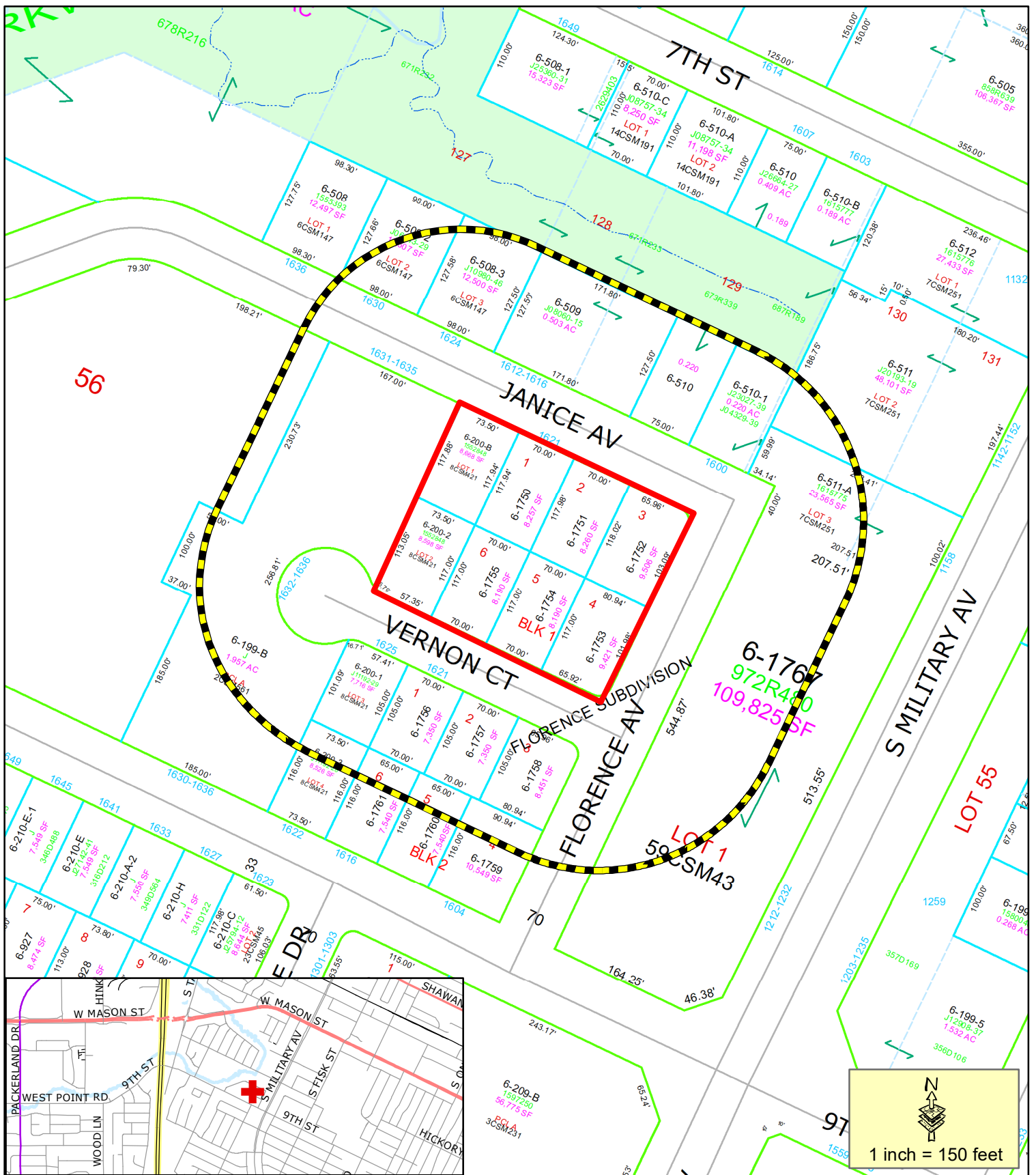
2 EAST ELEVATION
1" = 40'-0"



3 SOUTH ELEVATION
1" = 40'-0"



4 WEST ELEVATION
1" = 40'-0"



- Proposed PUD
- 200' Property Owner Notice

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

Zoning Petition (ZP 22-23) Proposed Planned Unit Development (PUD) at the Southwest Corner of Janice & Florence Streets



ZONING ORDINANCE NO. 10-22

AN ORDINANCE REZONING PROPERTIES LOCATED ALONG THE 1000 BLOCK OF UNIVERSITY AVE AND 500 BLOCK OF ST GEORGE STREET

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 located along the 1000 Block of University Ave and 500 Block of St. George Street from, Public/Institutional ("PI"), and Varied-Density Residential ("R3") to Office Residential ("OR"):

University Avenue Lot 1
Lot 1 of Certified Survey Map Number 9501, recorded in Document No 3012722,
Located in Private Claim 2, East Side of Fox River, In the City of Green Bay, Brown
County, Wisconsin
Parcel No. 7-706-1

SECTION 2. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property located along the 1000 Block of University Ave and 500 Block of St. George Street from Neighborhood Commercial ("NC"), Conservancy ("CON"), PI, and R3 to PI:

University Avenue Out lot 1
Outlot 1 of Certified Survey Map Number 9501, recorded in Document No 3012722,
Located in Private Claim 2, East Side of Fox River, In the City of Green Bay, Brown
County, Wisconsin
Parcel No. 7-706-1

SECTION 3. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property located at 601 St. George Street from R3, General Commercial ("C1"), and Low-Density Residential ("R1") to OR:

601 St. George Street Lot 1
Lot 2 of Certified Survey Map Number 9501, recorded in Document No 3012722,
Located in Private Claim 2, East Side of Fox River, In the City of Green Bay, Brown
County, Wisconsin
Parcel No. 7-709

ZONING ORDINANCE NO. 10-22

PAGE 2

SECTION 4. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property located at 535 St. George Street from C1 to R1:

535 St. George Street
5,535 SQ FT PRT OF LOT 62 OF WHITNEY'S ADDN TO NAVARINO AS DESC IN
2806033
Parcel No. 7-666

SECTION 5. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property located 529 Block of St. George Street from C1 and LI to PI:

529 St. George Street
8,517 SQ FT WHITNEYS ADD TO NAV N 40 FT OF LOT 63 & PRT OF LOT 62 NOT
SOLD IN 2806033
Parcel No. 7-667

SECTION 6. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described properties from LI to PI:

525 St. George Street
0.197 AC M/L WHITNEYS ADD TO NAV LOTS 63 & 64 EXC N 40 FT OF LOT 63
Parcel No. 7-668

517 St. George Street
0.143 AC M/L WHITNEYS ADD TO NAV LOT 65
Parcel No. 7-669

501 St. George Street
0.253 AC M/L WHITNEYS ADDN TO NAVARINO LOTS 66 & 67
Parcel No. 7-670

433 St. George Street
0.157 AC M/L WHITNEYS ADD TO NAV LOT 68 & PART OF LOT 69 LYG N OF
CM&STP RR R-O-W
Parcel No. 8-263

SECTION 7. The rezoning described in Section 1 through Section 6 shall take effect only upon completion and recording of a CSM reflecting the rezoned parcels.

SECTION 8. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ZONING ORDINANCE NO. 10-22

PAGE 2

SECTION 9. 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:

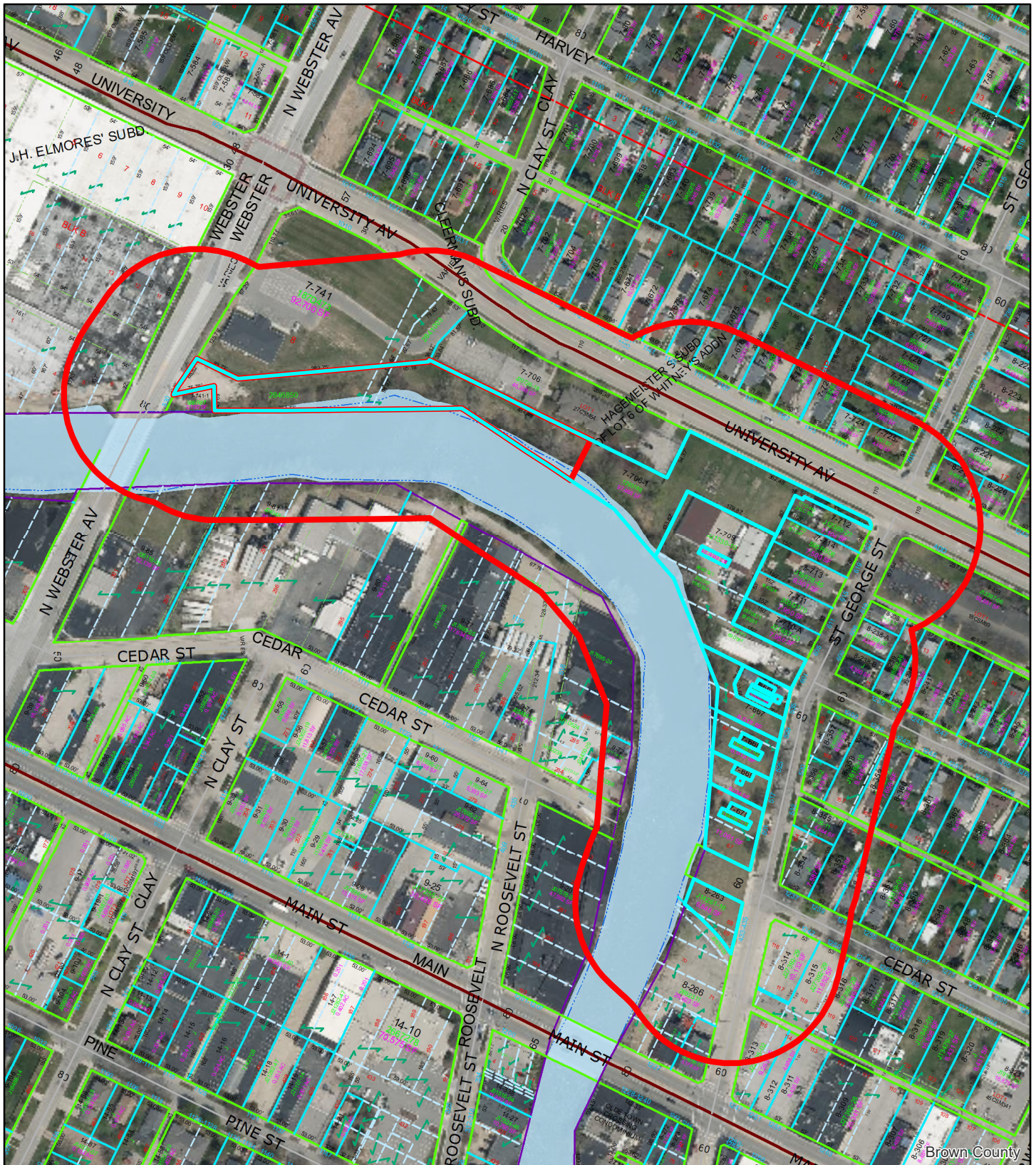
Mayor

ATTEST:

Clerk

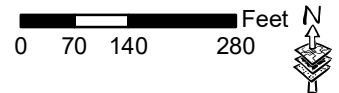
sjh

Attachment – Map

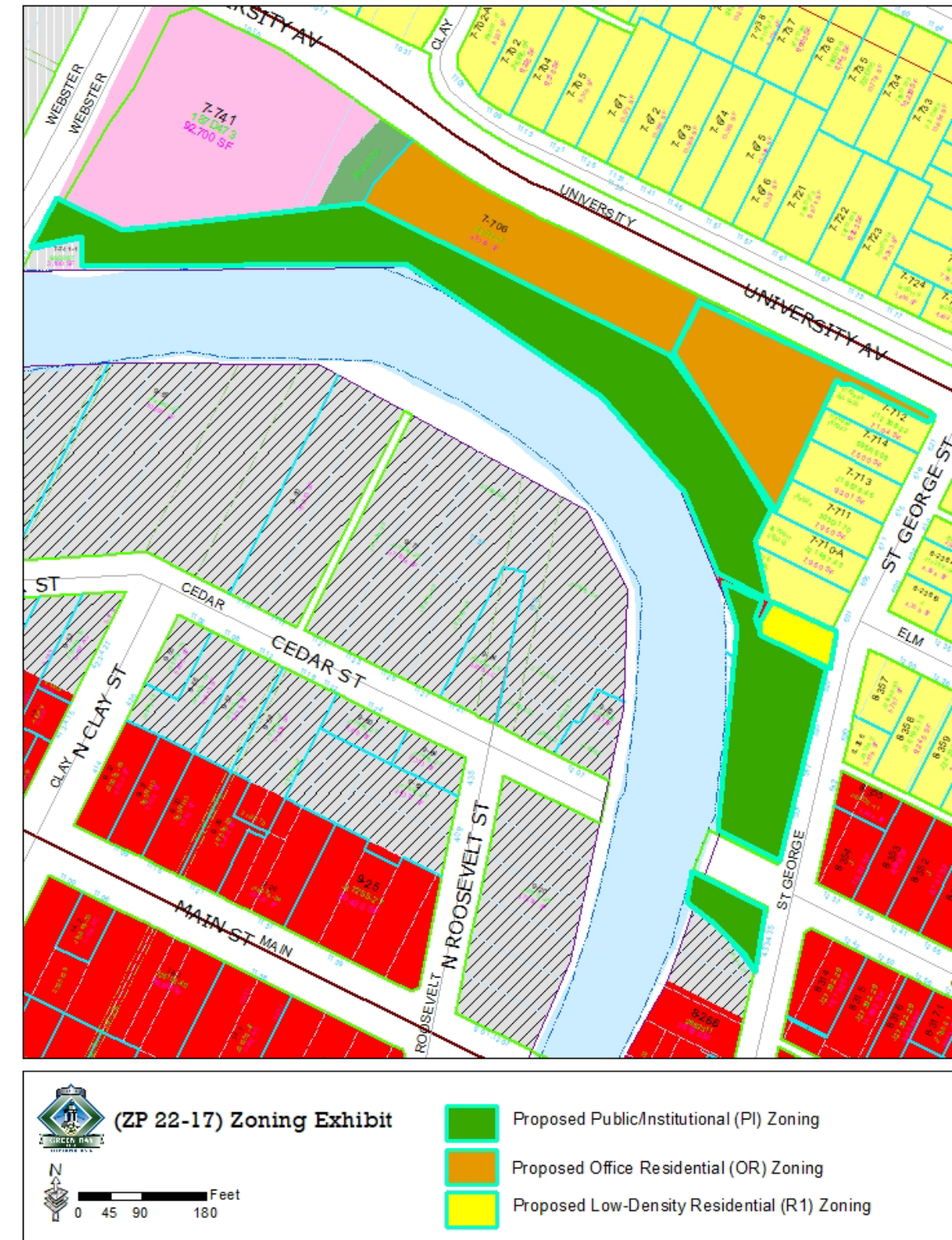
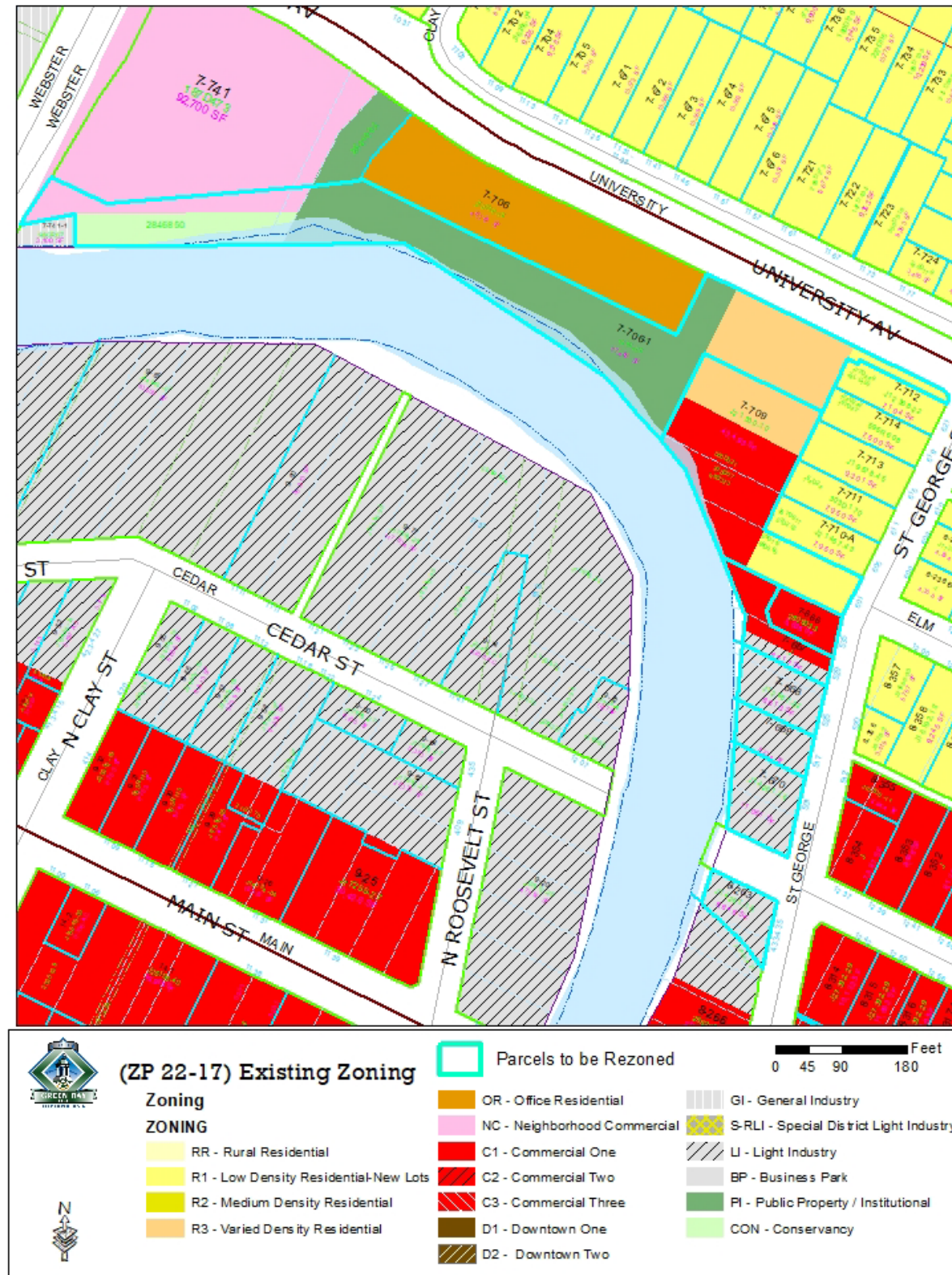


This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City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

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



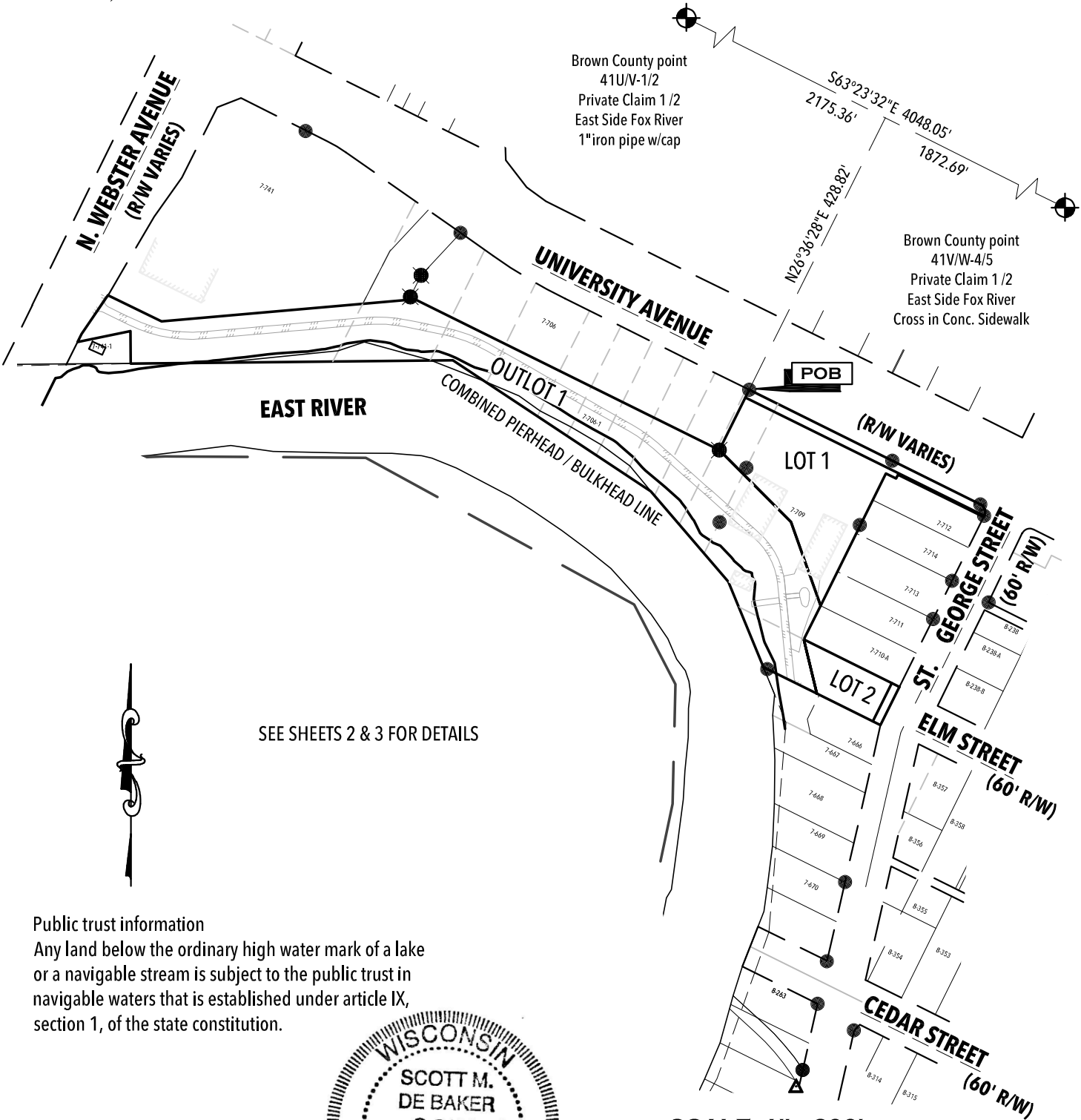
- Parcels to Rezone
- 200-ft. Notification Area



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 SUBDIVISION 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



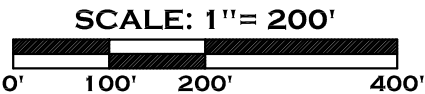
SEE SHEETS 2 & 3 FOR DETAILS

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.

OWNER / DEVELOPER
City of Green Bay



Scott M. De Baker



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

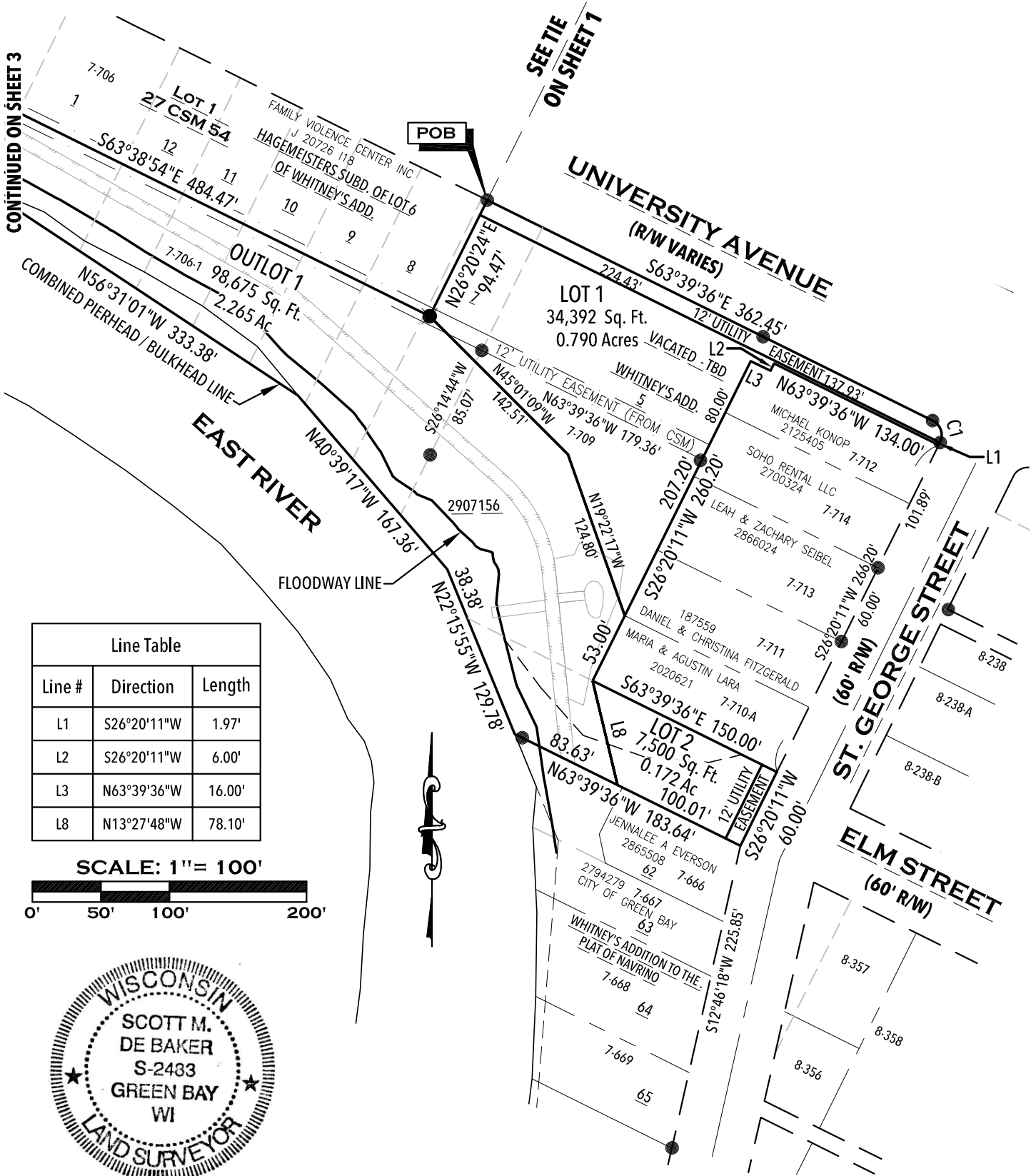


ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
PHONE: (920) 662-9641
INTERNET: WWW.RELEEINC.COM
FAX: (920) 662-9141

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CERTIFIED SURVEY MAP

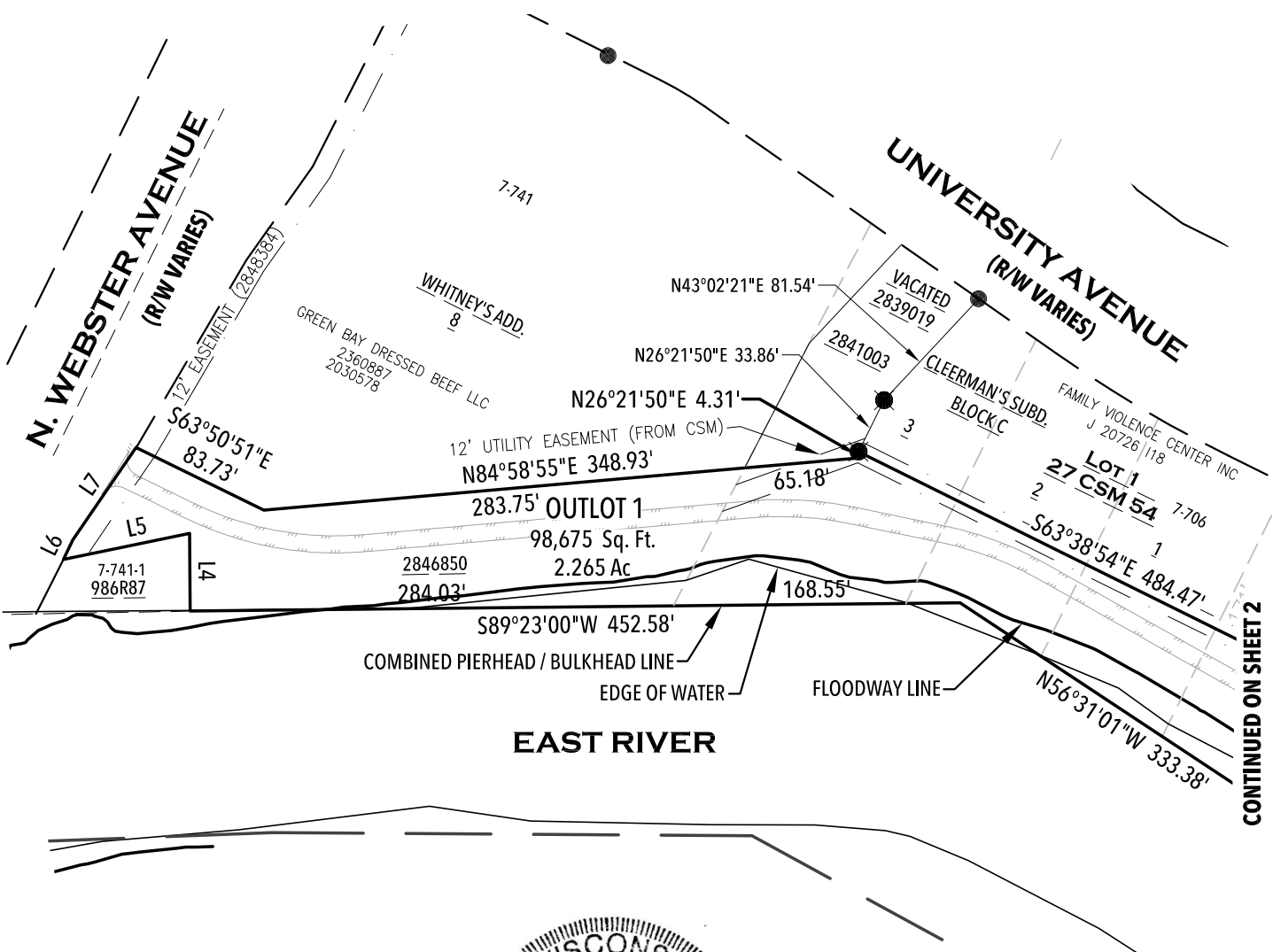
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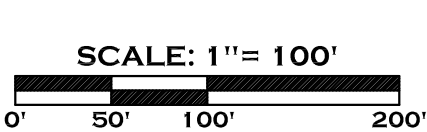
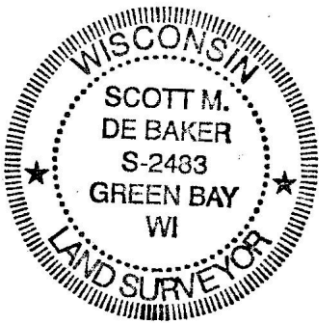
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Line Table		
Line #	Direction	Length
L4	N00°31'45"W	45.69'
L5	S78°23'59"W	75.76'
L6	N26°09'01"E	12.79'
L7	N34°19'29"E	65.78'



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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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.

SCOTT M. DeBAKER PLS #2483
ROBERT E. LEE & ASSOCIATES, INC.

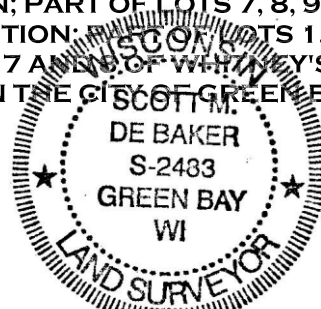
RESTRICTIVE COVENANT:

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.

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 HAGEMASTER'S SUBDIVISION OF LOT 6 WHITNEY'S ADDITION; PART OF LOTS 1, 2 AND 3, OF BLOCK C OF CLEERMANS'S SUBDIVISION 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



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 STATUTES 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
GREEN BAY CITY CLERK

DATE

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
BROWN COUNTY TREASURER

DATE



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

PRELIMINARY

CERTIFIED SURVEY MAP

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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:

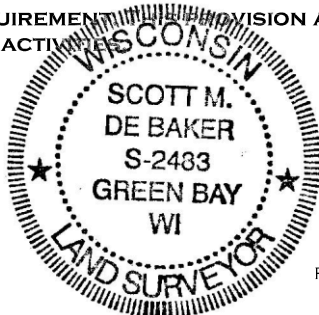
WISCONSIN BELL INC.. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION,
AETEC USA TELECOM SERVICES,
BROWN COUNTY C-LEC, LLC,
US EXCHANGE/RVP FIBER,
CHARTER TELECOMMUNICATIONS OPERATING, LLC,

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 ACTIVITY.



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GENERAL ORDINANCE NO. 18-22

AN ORDINANCE REPEALING AND RECREATING CHAPTER 2, ARTICLE IX, GREEN BAY MUNICIPAL CODE, RELATING TO ETHICS

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

SECTION 1. Chapter 2, Article IX, Green Bay Municipal Code, is hereby repealed and recreated to read:

ARTICLE IX. Ethics.

Sec. 2-321. Declaration of policy.

The proper operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. To assist in attaining these goals, there is established a Code of Ethics for all City officials, including members of boards, committees, and commissions, and employees, whether elected or appointed, paid or unpaid. The purpose of this code is to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions which are incompatible with the best interests of the City and by requiring such officials and employees to disclose personal interests, financial or otherwise, in matters affecting the City. The purpose of this code and the rules and regulations established hereby are declared to be in the public interest. This article may be called the "Code of Ethics."

Sec. 2-322. Responsibility of public office.

Public officials and employees hold office for the benefit of the public. They are bound to uphold the state and federal constitutions; to observe the highest standards of law in the exercise of the powers and duties of their office; to impartially carry out the laws of the nation, state, and City; to discharge faithfully the duties of their office regardless of personal considerations; and to recognize that the public interest must be their prime concern.

Sec. 2-323 Definitions.

As used in this section:

(a) *Anything of value* means any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation and expenses paid by the City, money or items which are permitted and reported under 2-324(i), political contributions which are reported under Wis. Stats. Ch.

11, or hospitality extended for a purpose unrelated to City business by a person other than an organization.

(b) *Associated*, when used with reference to an organization, includes any organization of which an individual or a member of their immediate family is a director or officer or owns or controls, directly or indirectly, and severally or in the aggregate, at least five percent (5%) of the outstanding equity. Notwithstanding the foregoing, an elected official or employee who is appointed by the Mayor or approved by the Council to serve as an officer or board member of a private non-profit organization, or a public committee or board, does so in their official capacity as a representative of the City and, as such, is not "associated" with the private or public organization.

(c) *Board* means the Ethics Board.

(d) *City-Related Purpose* means those purposes authorized by the Common Council of the City, its boards, commissions, or committees.

(e) *Covered Person* means and includes all persons who are covered by and subject to this Code. Covered Person includes:

(1) All elected officials of the City.

(2) All City employees.

(3) All members of City boards, authorities, committees, or commissions, including subcommittees and ad hoc committees.

When a part of this ordinance only covers some Covered Persons, the ordinance will so state.

(f) *Economic interest or financial interest* means a business or cause in which a person or their immediate family member has a concern, responsibility, share, right, or title in the ownership of property in a commercial or financial undertaking which relates to the source, production, distribution, or use of the person's or immediate family member's income, wealth, or goods, including debts, or which affects or is likely to affect the welfare or the material resources of the person or immediate family member.

(g) *Immediate family* means 1. An individual's spouse or designated family or domestic partner, or 2. An individual's relative by marriage, lineal descent, or adoption, or any similar step relations of any of the above.

(h) *Organization* means any public or private, profit or non-profit, religious, educational, charitable, or political organization or entity but does not include governmental bodies.

(i) *Personal interest* means any interest greater than nominal, direct or indirect, arising from blood, marriage, adoption, guardianship, or designated family or domestic partner relations or from close business, political, or other associations.

Sec. 2-324 Standards of Conduct.

(a) *Financial gain.* No Covered Person may use their public position or office to obtain financial gain or anything of value for the Covered Person's private benefit or that of their immediate family, or for an organization with which they are associated. This subsection does not prohibit an elected official from using the title or prestige of their office to obtain contributions permitted and reported under Wis. Stats. Ch. 11.

(b) *Offer, solicitation, or acceptance of anything of value.* No person may offer or give to any Covered Person, directly or indirectly, and no Covered Person may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the Covered Person's vote, official actions, or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the Covered Person. This subsection does not prohibit a Covered Person from engaging in outside employment, except as may be prohibited elsewhere in this chapter.

(c) *Conflict of interest.*

(1) No Covered Person may:

- a. Take any official action affecting, directly or indirectly, a matter in which they, a member of their immediate family, or an organization with which they are associated has a financial or personal interest.
- b. Use their office or position in a way that produces or assists in the production of a benefit, direct or indirect, for them, a member of their immediate family either separately or together, or an organization with which the Covered Person or an immediate family member is associated.

(2) This subsection does not prohibit a Covered Person from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses or prohibit a Covered Person from taking official action with respect to any proposal to create, modify, or repeal a City ordinance, resolution, or matter benefiting the public.

(d) *Outside employment.*

(1) No Covered Person shall engage in or accept private employment, or render service for a private interest, compensated or uncompensated, when such employment or service is incompatible with the proper discharge of their official duties or would tend to impair such Covered Person's independence of judgment or action in the performance of such duties.

(2) No City employee shall engage in non-City related activities for which compensation is received for so many hours or to such an extent as to interfere with the proper performance of the duties and responsibilities of their official position.

(3) All Covered Persons shall disclose to their supervisor or, in the case of a Covered Person without a recognized supervisor (such as elected officials or committee members), to the City Clerk, any outside employment by a third party other than the City.

(e) *Contracts or leases.* No Covered Person, member of a Covered Person's immediate family, nor any organization in which the Covered Person or a member of their immediate family owns or controls at least five percent (5%) of the outstanding equity, indebtedness, or voting rights may enter into any contract or lease involving a payment or payments of more than \$3,000 within a 12-month period, in whole or in part derived from funds administered by the City, unless the Covered Person has first made written disclosure of the nature and extent of such relationship or interest to the Common Council, the Board, Commission, or Authority, and to the department acting for the City in regard to such contract or lease. In addition to such disclosure, the Covered Person shall recuse themselves from taking any actions in their official capacity with respect to the contract. In addition to any other remedy under this Article, any contract or lease entered into in violation of this provision may be voided by the City in an action commenced within 3 years of the date on which the City or any agent of the City discovered that a violation of this subsection had occurred. Nothing in this provision affects the application of Wis. Stats. § 946.13, as amended from time to time, relating to a Covered Person's activity concerning a direct or indirect financial interest in a proposed City contract.

(f) *Misuse of information.* No Covered Person shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the City. This includes information protected by attorney-client privilege or discussed in a closed session. No Covered Person may use or disclose information gained in the course of or by reason of their official position or activities in any way that could result in the receipt of anything of value for themselves, for a member of their immediate family, or for any other person or entity if the information has not been communicated to the public or is not a public record.

(g) *Appearance before City bodies and in other proceedings.*

(1) (a) No elected official shall appear on behalf of private interests with or without compensation before any City entity nor represent private interests in any action or proceeding against the City.

(b) No member of any board, committee, commission, or authority of the City shall appear on behalf of private interests with or without compensation before any board, committee, or commission of which they are a member nor represent

private interests in any action or proceeding against the City which involves, is related to, or arises out of the work or jurisdiction of the board, committee commission, or authority of which they are a member or negotiate with any Covered Person in connection with any such matter.

(c) No employee of the City shall appear on behalf of private interests with or without compensation before any entity for or with which they work nor appear on behalf of private interests, with or without compensation, in any action or proceeding against the City.

(2) These provisions shall not apply to the appearance of any Covered Person when subpoenaed as a witness by a party involved in litigation which may also involve the City nor to employee representatives of a certified labor organization representing any group of City employees.

(3) An elected official may appear before any City entity and confer with any Covered Person on any matter in the course of their duties as a representative of the electorate or in the performance of public or civic obligations; however, they shall not accept any compensation therefore.

(4) A Covered Person may appear without compensation before any City entity on any matter involving their own property or interests.

(h) *Solicitation of funds.* No Covered Person shall solicit private donations or funds for any City-Related Purpose unless authorized to do so in their official capacity by ordinance, resolution, or rule of the City. Any Covered Person who receives funds for any City-related purpose shall file a report of the receipt and expenditure of such funds with the City Clerk within 30 days thereof. Nothing contained herein shall limit the statutory powers and authority of any public official, nor shall the provisions of this subsection prohibit the private solicitation of funds by any person or public official for any charitable, campaign, or other private purpose.

(i) *Honoraria and Gifts.*

(1) No Covered Person shall accept any honoraria, gifts, or Anything of Value except as allowed by this section.

(2) A Covered Person may accept gifts unrelated to a Covered Person's relationship to the City (e.g., birthday presents from family members).

(3) A Covered Person may not accept, and no person shall offer, a gift of more than de minimus value if the gift could be perceived by a reasonable person as likely to affect the judgment or actions of the Covered Person or be perceived by a reasonable person as a reward for official action taken or an inducement to take official action by the Covered Person.

(4) A Covered Person may accept reimbursement from a third party for the costs of attending a conference or other event approved by the City, provided that the reimbursement of costs does not exceed the reimbursement that the Covered Person would receive from the City. A Covered Person invoking this provision shall obtain approval of the City Finance Director and file a report of reimbursement with the City Clerk. The Covered Person may only seek reimbursement from the City or a third party when they are attending a conference or engaged in other activities that are primarily for the benefit of the City and not for their private benefit.

(5) In the event a Covered Person receives a gift that is not allowed under this Article, the Covered Person shall either (a) pay to the City Treasurer the value of the gift, (b) give the gift back to the person who made the gift, or (c) give the gift to a non-profit organization such as a homeless shelter.

(j) *Use of City property.* No Covered Person shall use or permit the use of City-owned vehicles, equipment, materials, or property by or for the benefit of any private person or entity, or for personal or financial gain, unless authorized to do so by City ordinance, resolution, or rule.

(k) *Communication with City employees.* Unless otherwise provided in this code, no elected official or member of any City body shall attempt to supersede the administrative powers and duties of a Department Director or appointed official, or deputy thereof, either publicly or privately, including by giving any order(s) to any subordinate thereof. Elected officials and members of City bodies shall not attempt to unduly influence or coerce City employees concerning their actions or recommendations to any City body about personnel, purchasing, awarding contracts, selection of consultants, processing of development applications, inspection matters, or the granting of City licenses and permits.

Sec. 2-325. Post Employment Limitations.

(a) No Covered Person shall, within 12 months of leaving their position with the City, engage in lobbying as set forth in Ch. 10, Art. XIII of this Code before any Covered Person, City entity, board, committee, or commission with which the Covered Person had duties or authority while with the City.

(b) *Employment within the City.* No Alderperson, during their term of office or within 12 months thereafter, is eligible for any employment with the City, whether by regular employment or contractual services. Exceptions to this policy will be as follows:

(1) Where an Alderperson is appointed to fill a vacancy for another elected office or is elected;

(2) Where an Alderperson serves as a poll worker or at any other position which has a stipend of less than \$1,000.00 a year; or

(3) Where an Alderperson is appointed to a post with an 80 percent majority consent of the Council.

Sec. 2-326. Political Activity.

(a) No employee while on duty or on official City business shall, for the apparent purpose of influencing the outcome of any referendum or improving the chance of election of a person seeking elective office:

(1) Wear or display any campaign material.

(2) Distribute any campaign literature.

(3) Solicit, receive, or give subscriptions, contributions, or service for any candidate or referendum position.

(4) Actively campaign for or against any candidate or referendum position.

(b) No employee shall wear or otherwise use official uniforms, insignia, seals, etc., in political ads or for the purpose of influencing an election or referendum unless the image of such official emblem originates from a publicly available image first made public during the course of City employment and not for purposes of a campaign.

(c) No employee shall use their employment or any indicia of such employment with the City as a means of endorsement of any candidate or referendum.

(d) No employee shall in any way coerce or attempt to coerce subscriptions, contributions, or service from other employees in support of a political party or a candidate for elective office or for or against a referendum position, or retaliate against or reward an employee for refraining from participating in any political activity. All persons are subject to the limitations on solicitation from public employees contained in Wis. Stat. § 11.1207.

(e) This subsection does not apply to a response by a legal custodian or subordinate of the custodian to a request to locate, reproduce, or inspect a record under Wis. Stat. § 19.35, if the request is processed in the same manner as the custodian or subordinate responds to other requests to locate, reproduce, or inspect a record under such section or to an employee providing other information within the knowledge of the employee by virtue of their City position, if such information is made equally available upon request to any other person.

(f) Persons subject to the federal Hatch Act shall comply with all applicable provisions of the Act.

(g) *Solicitation of staff forbidden.* Elected officials shall not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list,

collection of petition signatures, etc.) from City employees. City employees may, as private citizens within their constitutional rights, support political candidates, but all such activities must be done away from the workplace.

Sec. 2-327. Disclosure of Interests.

(a) *General filing for employment or appointment.* A person elected, appointed, or hired for any office or position of employment or appointed to any City of Green Bay board, commission, or authority set forth below shall file initial and amended statements of economic interest as required by the provisions of this section.

(1) Elected officials.

- a. Mayor.
- b. Municipal Judge.
- c. Alderpersons.

(2) Appointed officials.

- a. Assessor.
- b. City Attorney.
- c. Chief Building Official.
- d. Chief of Operations.
- e. City Clerk.
- f. Comptroller.
- g. Director of Community and Economic Development.
- h. Director of Parks, Recreation, and Forestry.
- i. Director of Public Works.
- j. Fire Chief.
- k. Police Chief.
- l. Treasurer.
- m. Zoning Administrator.

(3) Employees.

- a. Human Resources Manager.
- b. Mayor's Chief of Staff.
- c. Purchasing Manager.

(4) Boards.

- a. Board of Review.
- b. Ethics Board.
- c. Sex Offender Residence Board.
- d. Zoning and Planning Board of Appeals.

(5) Commissions.

- a. Annexation Commission.
- b. Equal Rights Commission.
- c. Landmarks Commission.
- d. Plan Commission.
- e. Police and Fire Commission.
- f. Public Arts Commission.
- g. Room Tax Commission.
- h. Traffic, Bicycle and Pedestrian Commission.
- i. Transit Commission.
- j. Water Commission.

(6) Authorities.

- a. Economic Development Authority.
- b. Housing Authority, including Green Bay Housing Authority Properties I, Inc.

- c. Redevelopment Authority.
- d. Transit Authority.

(b) *Filing statement of economic interest with Clerk.* Within seven (7) days after such person becomes a candidate for any elective City office enumerated in this section, or within seven (7) days of appointment to such office, such person shall file a statement of economic interest with the City Clerk.

(c) *Form of statement.* A person filing any statement of economic interest under this section shall file the statement on a form prescribed by the Ethics Board and shall supply the following information to the Board.

(1) *Interest in land.* The statement shall include a description of all parcels of real estate within the City and adjoining towns or villages in which the person owns any interest, including an option to purchase, except for homestead property.

(2) *Corporate interests.* The statement shall identify all of the person's corporate interests in any business organization, either as an owner, part owner, partner, or silent partner, in which such individual owns more than two (2) percent of the outstanding stock or more than two (2) percent of any other business ownership that is doing business with the City in an amount in excess of \$5,000.00 annually.

(3) *Other financial holdings.* The statement shall identify any of the person's other stock or securities or other financial holdings of any type exceeding \$10,000, but excluding personal checking and savings accounts, money market funds, and any funds held in a bona fide retirement account.

(d) *Amended statements.* Any person required to file a statement hereunder shall not be required to file an amended statement unless that person undergoes a change in those economic interests that are required to be disclosed by this section. Such person shall file the amended statement in the manner prescribed by subsection (b) of this section within seven days of the date of any change in circumstances requiring filing thereof. In addition, all persons covered by this section shall file an annual update of the statement no later than January 31 of each year. The City Clerk shall send a notice to all person covered by this section no later than December 15 of each year, notifying them of the annual update requirement.

Sec. 2-328. Exceptions.

(a) Nothing in this ordinance shall be construed to cover the actions of a Covered Person in the official action of approving or amending City ordinances, resolutions, or rules, unless such official action was accompanied by a violation of this ordinance.

(b) Nothing in this ordinance shall be construed to limit the authority of Covered Persons to approve the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses.

(c) Sec. 2-321 and 2-322 are aspirational statements to be used in application and interpretation of this article. No complaint may be filed under this article solely claiming a violation of either of those two sections.

Sec. 2-329. Disclosure and Recusal.

(a) Any Covered Person who faces a situation where they may violate the standards of conduct in sec. 2-324, or any other provision of this Article, shall determine whether such a situation requires the Covered Person to make a disclosure or to recuse themselves. Such disclosure or recusal shall take place before the matter comes before the Covered Person.

(b) The Covered Person shall disclose any conflict or financial interest or other section of the Code, as well as whether they can reasonably and objectively determine that the situation presents a tangential interest that will not conflict with their official duties, and will not influence their actions, independence, or judgment.

(c) The Covered Person need not make a disclosure if they recuse themselves. If the Covered Person determines that the situation reasonably and objectively would conflict with their official duties, or impair their independence, action, or judgment, the Covered Person shall recuse themselves from any action with respect to the matter. Recusal is accomplished by announcing that the Covered Person will take no part in the proposed action, will not discuss it with any person, will not attempt to influence any other person's action, and effectively will be absent when any aspect of the matter is considered.

Sec. 2-330. Ethics Board: Composition and Duties

(a) There shall be an Ethics Board which shall consist of five (5) regular members and one (1) alternate member: one (1) Alderperson; one (1) City officer or employee; and four (4) residents of the City, one of whom shall be an alternate who shall vote only in the absence or abstention of a regular member. Each member shall be appointed by the Mayor and subject to confirmation by the Common Council. The resident members shall not be City employees. Terms of office of citizens shall be three (3) years, and shall be staggered, so that no more than two (2) appointments are made annually. The Ethics Board shall elect its own Chairperson and Vice-Chairperson annually. If any member of the Ethics Board petitions the Board for a hearing and advice regarding their own conduct, or if a complaint is filed against a member of the Ethics Board, such member shall not be eligible to sit in their own case, and the alternate shall substitute therefor when the need arises. In the event a complaint is filed against two (2) or more members of the Ethics Board, the Personnel Committee shall sit as the *ad hoc* Ethics Board for any hearing.

(b) The City Attorney shall advise the Ethics Board and shall not represent any person requesting an advisory opinion, filing a complaint, or subject to a complaint before the Board. The City Attorney may, but need not, issue advisory opinions to any City employee covered by this Article who has a question as to the applicability of any portion hereof themselves. If the facts stated in the request for an Advisory Opinion are accurate, and the requestor follows the advice of the City Attorney, it will be prima facie evidence that no violation of this Code took place. The City attorney may refer any request for an advisory opinion to the Ethics Board.

(c) The Ethics Board may issue advisory opinions. Any person who questions whether they may be in a position to violate the Ethics Code may make a request for an Advisory Opinion. The Board may issue an opinion to the person. The opinion shall be public, unless the person in the original request asked that it be a confidential inquiry. Any opinion issued in response to a request for a confidential inquiry may be made public by the person obtaining the opinion. The Board also may issue summaries of confidential opinions written to protect the identity of the person requesting the opinion. If the facts stated in the request for an Advisory Opinion are accurate, and the requestor follows the advice of the Ethics Board, it will be *prima facie* evidence that no violation of this Code took place.

(d) Any adult resident of the City of Green Bay may file a sworn complaint alleging that a Covered Person has violated the Ethics Code. The complaint shall be filed with the City Attorney. Upon receipt of the complaint, the official(s) complained of shall be provided a copy and be given no less than 15 nor more than 30 days to file a written response. The complaint must allege the specific section(s) of the ethics code that were violated.

(e) *Jurisdictional Hearing.* The Board shall hold a jurisdictional hearing to determine if the allegations of the complaint merit a hearing on the substance of the allegations. The Board shall assume that allegations in the complaint are true unless contradicted by public documents of which the Board may take notice. The Board shall determine if the complaint alleges sufficient provable facts to have an evidentiary hearing. No evidentiary testimony shall be taken at a jurisdictional hearing. Any complaint filed more than one hundred eighty (180) days after the actions alleged, or the discovery of those actions by the complainant who acted with reasonable efforts to discover the actions, shall be summarily dismissed at the jurisdictional hearing.

(f) If the Board determines an evidentiary hearing shall be held, both the complainant and respondent may present such relevant evidence as will assist the Board in determining if a violation of the Code occurred. The City Attorney shall advise the Board in any hearing. If the Board finds no violation, it shall dismiss the complaint.

(g) The Board may adopt rules and procedures to govern complaints, responses to complaints, the conduct of hearings, and any other matters relevant to its duties.

(h) If the Board finds the complaint was brought in bad faith, with no reasonable basis in fact or law, or with an intent to harass the respondent, the Board may recommend that the City Attorney bring an action in the name of the City in municipal court for a forfeiture not to exceed \$200.

(i) If the Board finds that a violation occurred, the Board may take any of the following actions:

(1) Find that any violation was *de minimis* and no further action is needed.

(2) Issue an order censuring the respondent for the violation.

(3) Recommend that the Common Council censure the respondent.

(4) Recommend that the City Attorney bring an action in municipal court in the name of the City, seeking a forfeiture of not less than \$100 and nor more than \$500 per violation.

(5) Recommend that the Common Council or other appropriate authority remove the respondent from public position for cause.

(j) Except as provided for a confidential advisory opinion, the meetings and records of the Board are subject to the Open Meetings Law and Public Records Law.

(k) The Ethics Board may recommend amendments of the Ethics Code to the Common Council.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

MM/ljm
08/30/22