



AGENDA OF THE COMMON COUNCIL

TUESDAY, SEPTEMBER 20, 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 virtual, Zoom meeting. It also contains a link to the comment form.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. Reappointments:

Water Commission

Elizabeth Wheat, 2757 Kathy Dr., Green Bay, WI 54311

Term to expire: October 1, 2029

Landmarks Commission

Rebecca Derenne, 817 N Chestnut Ave., Green Bay, WI 54303

Term to expire: October 1, 2025

J. Public Hearings.

1. Resolution regarding vacation of an unimproved public right-of-way south portions of Kentucky Ave, Florida Ave, Minnesota Ave and Wisconsin Ave. (1st Reading)

K. Ordinances - Second Reading for Adoption.

1. 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.
2. Zoning Ordinance No. 10-22
An ordinance rezoning properties located along the 1000 Block of University Ave and 500 Block of St George Street.

L. Report of the Redevelopment Authority (September 13, 2022).

1. To approve the amended Development Agreement 22-01, 216-222 Cherry Street Redevelopment, as presented, subject to final approval of the City Attorney.
2. To approve the development agreement with 30KFT, LLC for TIF assistance for the expansion of a veterinarian clinic as presented, subject to final approval by the City Attorney.

M. Report of the Improvement & Services Committee (September 14, 2022).

1. To approve the request by Paul Jacob (715 S. Broadway) for a 12-stall rental agreement in Lot BG located in the 600 block of S. Broadway.
2. To receive and place on file the request to eliminate the cost of parking for downtown area service industry employees who make \$15.00 per hour or less and to include this request to be considered as part of the 2022 Downtown Parking Study. (Ald. Steuer)
3. To approve the request by Department of Public Works for Amendment #1 to the Professional Services Agreement between the City of Green Bay and McMahon Associates for the design services associated with the West Seymour Park Storm Water Facility in the amount of \$16,625.
4. To approve the request by Department of Public Works for Amendment #1 to the Professional Services Agreement between the City of Green Bay and McMahon Associates for the design services associated with the East Seymour Park Storm Water Facility in the amount of \$10,500.
5. To hold the request by Department of Public Works to institute a service fee for collection of yard waste outside of City-wide curbside collection programs, until the September 28, 2022 Improvement & Services meeting.
6. To approve the request by Department of Public Works to enter into a Memorandum of Understanding with Tycore Built, LLC, the Developer of Pine Acres Estates subdivision on the City's west side, to take ownership of their storm water facility once the vegetation is established.

7. To approve the request by Department of Public Works to enter into a Professional Services Agreement with Duke's to provide Smoke Testing Services within the City's sanitary sewer system to investigate potential sources of inflow and infiltration (I/I).
8. To approve the Report of the Purchasing Agent to award the purchase of a Graco Walk Behind Paint Sprayer to TAPCO in the amount of \$29,570.
9. To receive and place on file the non-award of contract GBPD 2-22 SECURITY FENCE.
10. To approve the award of the following contracts:
 - A. GBPD 1-22 POLICE STATION REROOF (base bid) to Crafts, Inc. in the amount of \$110,081
 - B. SEWERS 3-22 STORM LIFT STATION 110 REPAIRS to McMullen & Pitz Construction Co. in the amount of \$257,800
11. To receive and place on file the report of actions taken by Department of Public Works.

A. Granting of Licenses

1. Sidewalk Builder

- a. Spencer Concrete
- b. Highway Landscapers Inc.
- c. Paul Conard Construction Co., Inc.

2. Tree & Brush Trimmer

- a. Highway Landscapers Inc.

N. Report of the Protection & Policy Committee (September 12, 2022).

1. To grant a waiver in the 60-day opening date requirement and approve an available "Class B" Liquor and Class "B" license by 1001 Club LLC at 1001 Main St. with a license premises description as "10,046 SQ FT/2-STORY BLDG/DINING RM/BAR AREA/KITCHEN/KITCHEN STORAGE/CATERING KITCHEN, with the approval of the proper authorities (Anticipated opening date November 30, 2022).
2. To approve an available "Class B" Liquor and Class "B" Beer license for Catering With Taste, Inc. at 618 Gray St. with a license premises description as "CATERING BUILDING-PREP, MEETING&SPECIAL EVENTS. EVENT SPACE THAT SERVES FOOD & ALCOHOL," with the approval of the proper authorities.
3. To grant a request by Cole J Ductan at 126 S. Broadway to extend the issuance of his available "Class B" License to end of October due to unanticipated delays (License granted by Council on 5/3/2022 and extension granted at the 6/28/22 Council Meeting).
4. To grant a request by Taqueria Maldonado's Main Street LLC at 400 Schoen St. to extend the issuance of their renewal liquor license to the end of November 2022 due to unanticipated construction delays (license was renewed for the 2022-2023 license year).

5. To grant an appeal by Krystal Rein regarding the denial of her operator's license.
6. To refer to the Legal Department and seek input from the Humane Officer a request by Ald. Morgan (District 3), on behalf of constituent Dan Theno, to amend ordinance 6.335 (2) to allow residents to keep up to 5 hens, not including replacement pullets.
7. Informational Only: To receive and place on file The Clerk's Office Liquor Licensing Report.
8. Informational Only: To receive and place on file the Liquor Violation Report.

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

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

P. Report of the Plan Commission. (September 12, 2022)

1. To update the Planning Division Fee Schedule.
2. To approve the request to rezone the eastern portion of parcels 21-126-7-1, 21-127-3, 21-127-9; at 919-1001 Auto Plaza Drive, from R-1 Low-Density Residential District and C1 General Commercial to C2 Highway Commercial, subject to site plan review by staff. (Public Hearing held 09/12/2022)
3. To approve the request to authorize a Conditional Use Permit (CUP) for a single family dwelling in an Office/Residential (OR) District at 1308 E. Walnut Street (Parcel 14-244), subject to the following conditions of the draft Conditional Use Permit (CUP) amendment:
 - a. The Green Bay Redevelopment Authority approved the sale of parcel 14-244 to Sherrelle Schmidt of Freedom Enterprises for the purpose of building a single-family residence.
 - b. Subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit. (Public Hearing held 09/12/2022)
4. To rezone 2560 University Avenue from Neighborhood Commercial District (NC) to the General Commercial District (C1), for parcel 21-14249-1 with the intention that parcels 21-1247-1 and 21-1249-1-3 be rezoned in the future and not contingent on this request. (Public Hearing held 09/12/22)
5. To vacate the streets of East Shore Drive: Kalick Street, Kentucky Avenue, Raphael Street, Florida Avenue, California Avenue, Minnesota Avenue, and Wisconsin Avenue.

Q. Report of the Finance Committee (September 13, 2022).

1. To approve a Resolution adopting the 2023 Fee Schedule.
2. To approve the obligation of funding for two refuse vehicles for 2024 and two refuse vehicles for 2025 at a total cost of approximately \$708,000 each year.
3. To approve the Microsoft Enterprise 6.6 Licenses renewal for three years for a total of \$955,740.15.

4. To approve the contract activation with Tradition Energy prior to contract expiration of October 31, 2022.
5. To approve License Plate Recognition camera system subscription for three years for a sum of \$332,000 to Flock Group, Inc.
6. To approve awarding the marketing and branding Initiative to North Star Place Branding + Marketing for the sum of \$101,000.
7. To refer to staff to get an updated quote on the cost to review the Code of Ethics. Referred from Ethics Board at the Common Council meeting on 8/30/22 to approve a review by Cityethics.org for up to \$500.00 of the General ordinance 18-22, repealing and recreating Chapter 2, Article IX, Green Bay Municipal code, relating to Ethics as revised.
8. To refer to staff to create language for a resolution to forward to the Brown County Board. A request by Ald. Galvin which states: "Resolution to the Brown County Board to consider an equitable way to divide a portion of the proceeds from the Brown County half cent sales tax proceeds amongst the other local government entities within Brown County. The shared funds should be allocated with the provision that the monies can only be used to reduce current debt, fund new infrastructure or repair or replace current infrastructure."
9. To approve a resolution authorizing a budget amendment for Fire Overtime reimbursement of \$41,174.75 for unbudgeted community events.
10. To approve a resolution authorizing a budget amendment for Fire Overtime reimbursement of \$3,932.50 for unbudgeted Urban Search & Rescue training.
11. To approve a resolution authorizing a budget amendment for Police medical expense of \$6,325.05 for unbudgeted medical cost collected in municipal fines.

R. Report of the Park Committee. (September 14, 2022)

1. To deny the request by Tom Prevost (1805 St. Agnus Drive) to waive a portion of the street tree removal fee as defined in the approved Forestry Tree and Stump Removal Policy.
2. To approve the request by Downtown Green Bay, Inc. and Wello to install and donate a Green Bay placemaking sign on CityDeck.
3. To approve amending Sections of Chapter 28 of the Green Bay Municipal Code, relating to Parks and Recreation, to allow the Director of the Parks, Recreation and Forestry Department the ability to enforce the recently approved Park & Greenway Encroachment Policy.
4. To approve the purchase of 12 new Scrambler Ride seat assemblies from Eli Bridge Company for Bay Beach Amusement Park for \$76,000 plus shipping costs.
5. To approve the request by Wisconsin Public Service for a utility easement in the Beaver Dam Creek Greenway adjacent to Chantel Street.

S. Report of the Personnel Committee. (September 13, 2022)

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Parking Building Technician - Public Works
 - b. Financial Analyst - Administrative Services
 - c. Planner I - Community and Economic Development
 - d. Electrician - Public Works
2. To refer to staff to research and create a Job Description of a civilian-level Humane Officer Assistant for consideration to fund during the 2023 budget. (Ald. Brunette Communication)
3. For discussion to refer to staff to research and create a Job Description of a Legislative Assistant to the City Council for consideration to fund during the 2023 budget. (Ald. Brunette Communication)
4. To approve staff to negotiate as planned for the successor agreement to the 2020-2022 City of Green Bay and Green Bay Professional Police Association Agreement.

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

T. Receive and Place on File.

1. Building Report for August 2022
2. MuniCtReportAugust2022

U. Resolutions.

1. Resolution adopting the 2023 Fee Schedule.
2. Resolution authorizing a budget amendment for Fire Overtime reimbursement of \$41,174.75 for unbudgeted community events.
3. Resolution regarding vacation of an unimproved public right-of-way south portions of Kentucky Ave, Florida Ave, Minnesota Ave and Wisconsin Ave.
4. Resolution authorizing a budget amendment for Fire Overtime reimbursement of \$3,932.50 for unbudgeted Urban Search & Rescue training.
5. Resolution authorizing a budget amendment for Police medical expense of \$6,325.05 for unbudgeted medical cost collected in municipal fines.

V. Ordinances, First and Final Reading.

1. GO 21-22
An Ordinance amending sections of Chapter 28, Green Bay Municipal Code, Relating to Parks and Recreation.

W. Ordinances - First Reading.

1. **Zoning Ordinance No. 15-22**
An ordinance rezoning the property located along the 919-1001 Block of Auto Plaza Drive from General Commercial District (C1) and Low Density Residential (R1) District to Highway Commercial (C2) District.
2. **Zoning Ordinance No. 16-22**
An ordinance rezoning properties located at 2560 University Avenue.

X. Referral of Petitions & Communications.

Y. Adjournment.

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

Virtual Meeting Instructions



2022-09-20 Common Council

Zoom Meeting Information

Celestine Jeffreys is inviting you to a scheduled Zoom meeting.

Topic: 2022-09-20 Council Zoom

Time: Sep 20, 2022 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88202947193>

Meeting ID: 882 0294 7193

Passcode: 024165

One tap mobile

+13126266799,,88202947193#,,,,*024165# US (Chicago)

+16469313860,,88202947193#,,,,*024165# US

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

Meeting ID: 882 0294 7193

Passcode: 024165

Find your local number: <https://us02web.zoom.us/j/88202947193>

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.

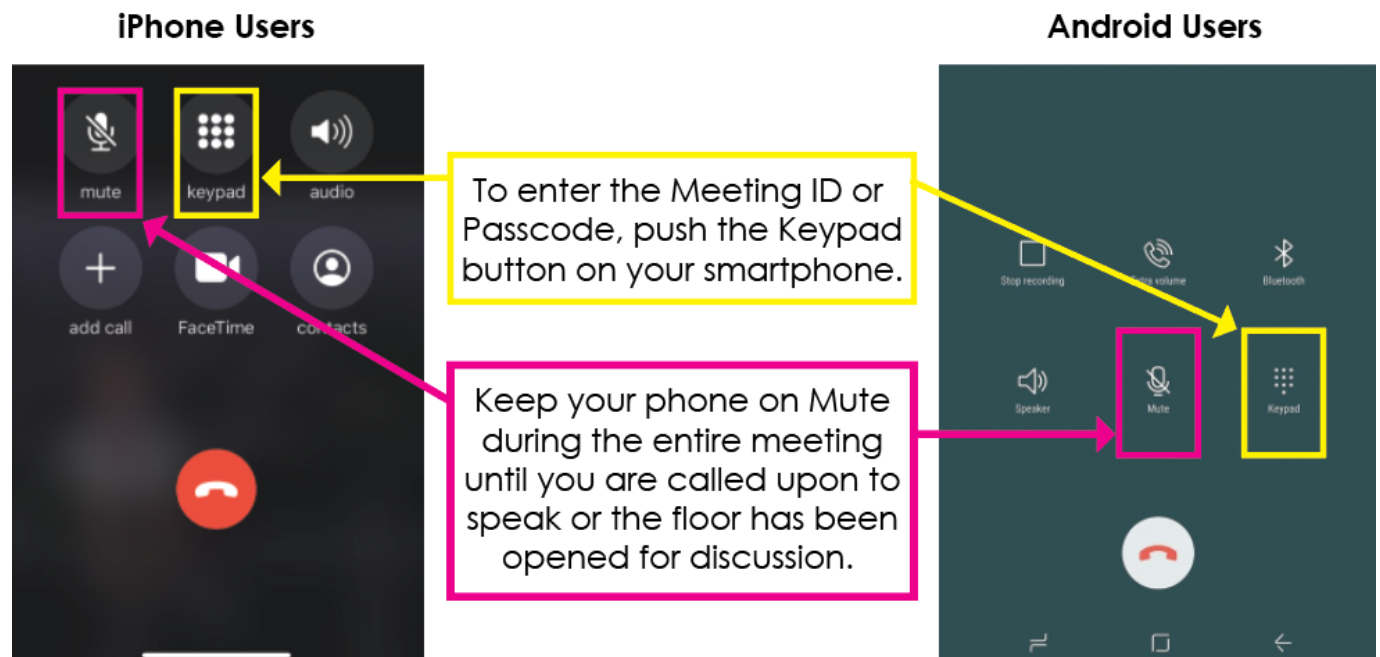
Additional Information

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



**RESOLUTION REGARDING VACATION
OF AN UNIMPROVED PUBLIC RIGHT-OF-WAY
SOUTH PORTIONS OF KENTUCKY AVE, FLORIDA AVE, CALIFORNIA AVE,
MINNESOTA AVE, AND WISCONSIN AVE
(SV 20-02)**

OCTOBER __, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of an uncompleted Kentucky Ave, Florida Ave, California Ave, Minnesota Ave, and Wisconsin Ave; as depicted on the attached map; and

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that the uncompleted right-of-way of Kentucky Ave, Florida Ave, California Ave, Minnesota Ave, and Wisconsin Ave be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on **October , 2022** at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this Resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

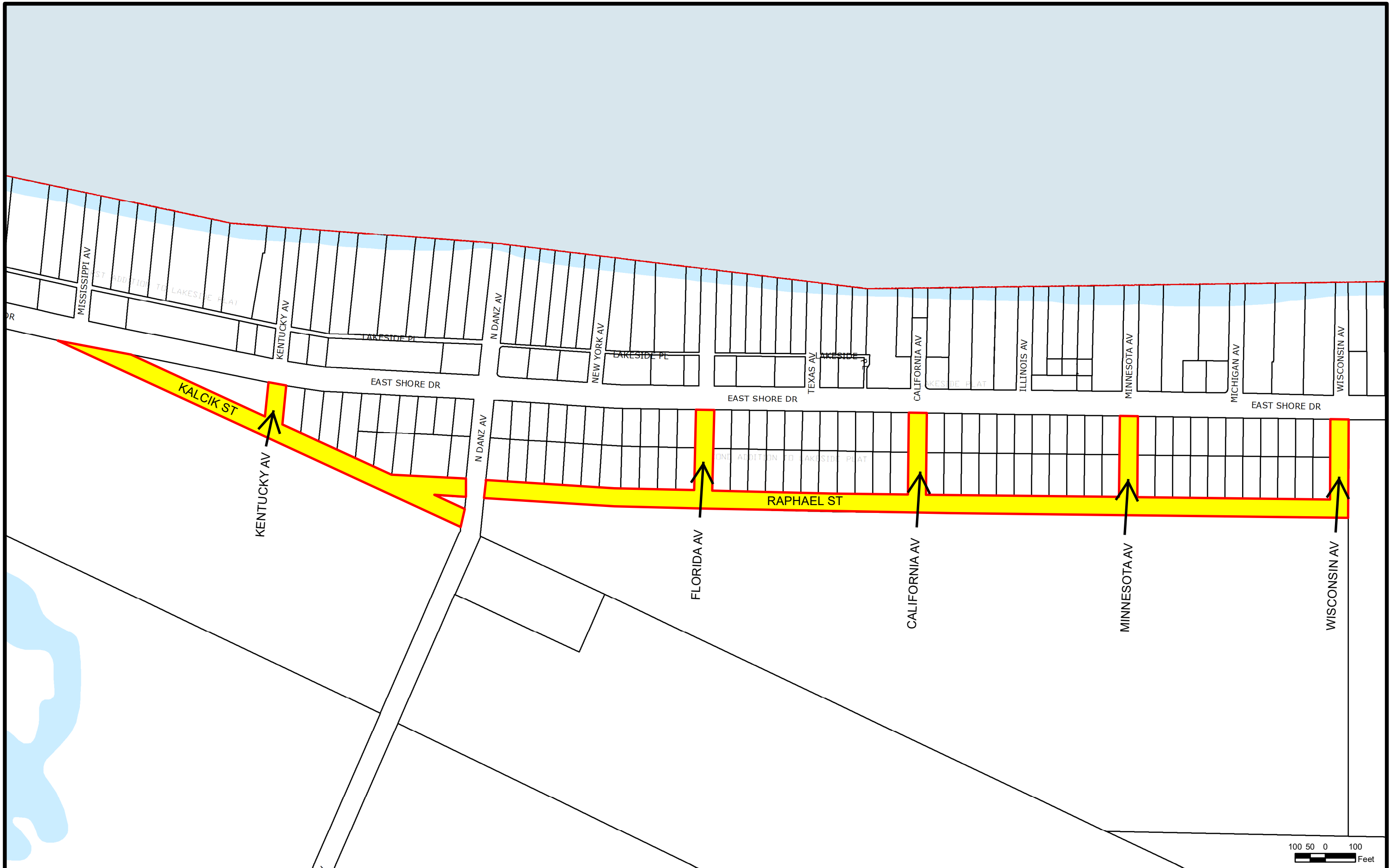
Approved _____

Mayor

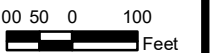
Clerk

MS

Attachments (legal description and map)



 = STREET R/W TO BE VACATED





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

Date: June 22, 2022

Petitioner(s): City of Green Bay - Department of Parks, Recreation & Forestry Phone Number: 920-448-3365

Address: 100 N. Jefferson Street City: Green Bay State: WI Zip Code: 54301

Property Owner: City of Green Bay Phone Number: 920-448-3365

Parcel Numbers (required): See attached parcel numbers legal descriptions

Location of Property: Streets south of East Shore Drive within the Green Bay Wildlife Sanctuary

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, Dan Ditscheit - Director, 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).

Vacate all streets south of East Shore Drive that were dedicated to the public in the

Second Addition to Lakeside Plat

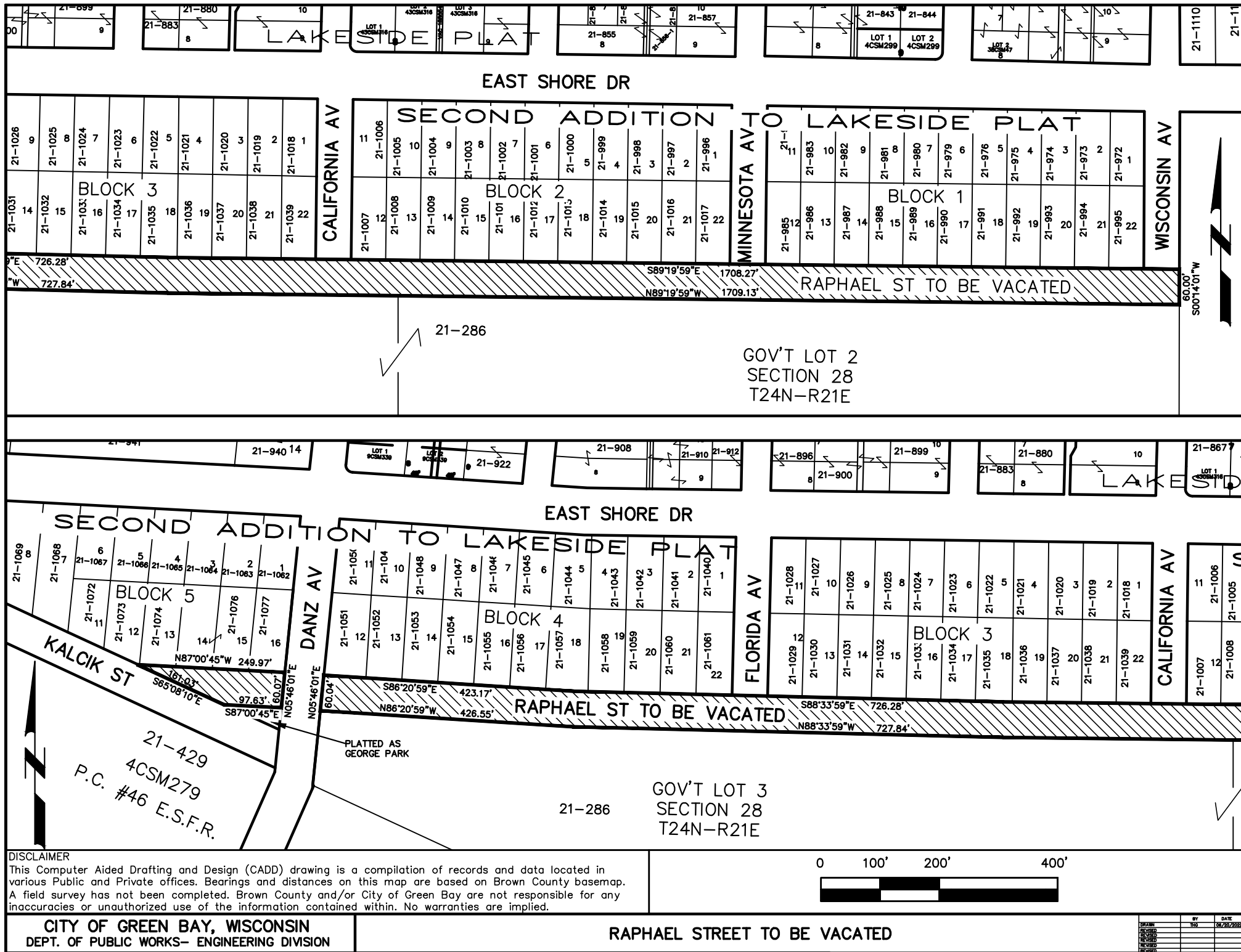
WAIVER OF ADMINISTRATION FEE REQUESTED

This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

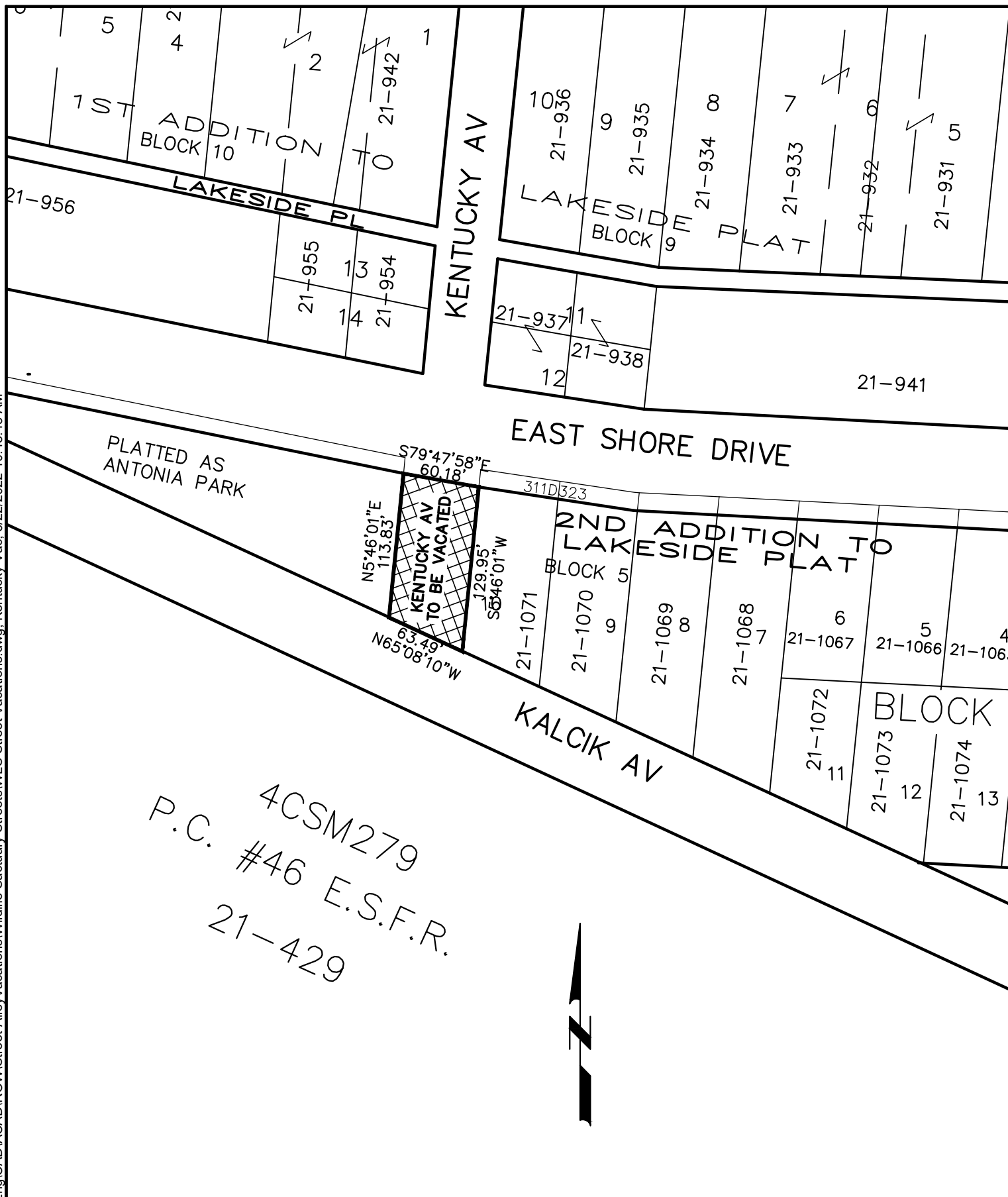
KALCIK AVENUE TO BE VACATED

	BY	DATE
DRAWN	THG	08/09/20
REVISED		
REVISED		
REVISED		



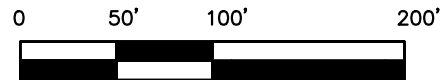


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DISCLAIMER

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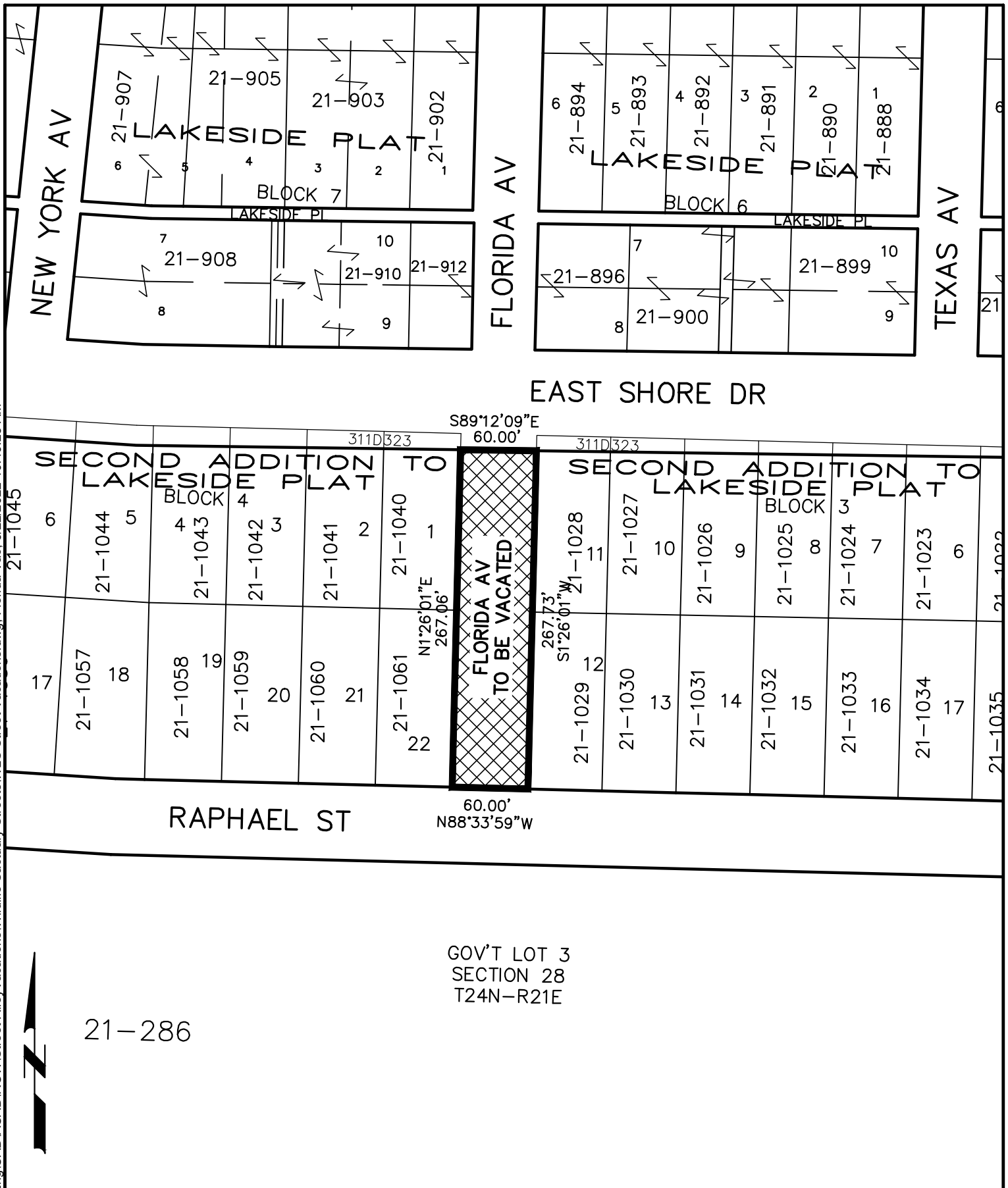


CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS— ENGINEERING DIVISION

KENTUCKY AVENUE TO BE VACATED

DATE	BY
06/21/2022	THE

I:\DeptData\PubWorks\Eng\CAD\ACAD\ROW\Street-Alley\Vacations\Wildlife Sactuary Streets\WLS Street Vacations.dwg, Florida Vac. 6/22/2022 10:49:23 AM

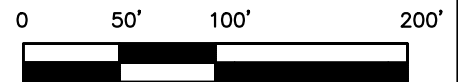


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CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS— ENGINEERING DIVISION

FLORIDA AVENUE TO BE VACATED



DATE	BY
06/21/2022	THE

6	21-1034 17	21-1023 6	SECOND ADDITION LAKESIDE PLAT TO BLOCK 3	
18	21-1035	21-1022 5		
19	21-1036	21-1021 4		
20	21-1037	21-1020 3		
21	21-1038	21-1019 2		
22	21-1039	21-1018 1	60.00' CALIFORNIA AV TO BE VACATED	
12	21-1007	21-1006 11		SECOND ADDITION LAKESIDE PLAT TO BLOCK 2
13	21-1008	21-1005 10		
14	21-1009	21-1004 9		
15	21-1010	21-1003 8		
16	21-1011	21-1002 7		
17	21-1012	21-1001 6		

60.00'
N89°19'59"W

GOV'T LOT 2
SECTION 28
T24N-R21E

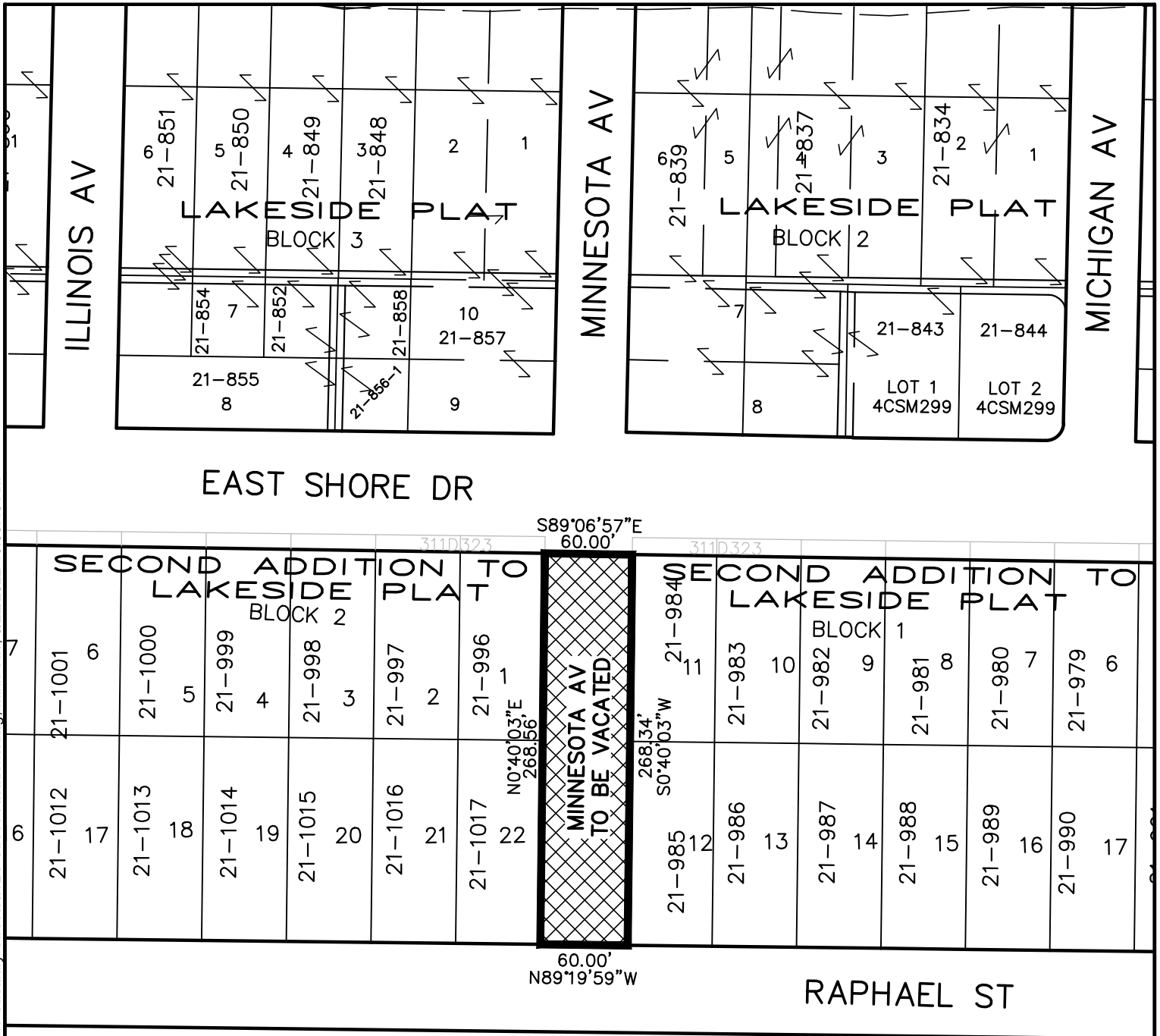
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CALIFORNIA AVENUE TO BE VACATED

A horizontal graphic scale bar with four segments. The segments are labeled from left to right: 0, 50', 100', and 200'. The bar is divided into four equal-length segments by vertical lines. The first segment (0 to 50') is white. The second segment (50' to 100') is black. The third segment (100' to 150') is white. The fourth segment (150' to 200') is black.

	BY	DATE
DRAWN	THC	08/21/2022
REVISED		
REVISED		
REVISED		
REVISED		

I:\DeptData\PubWorks\Eng\CADD\CAD\ROW\Street-Alley\Vacations\Wildlife Sanctuary Streets\WLS Street Vacations.dwg, Minn Vac, 6/22/2022 10:50:40 AM



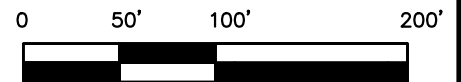
21-286
GOV'T LOT 2
SECTION 28
T24N-R21E

DISCLAIMER

This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

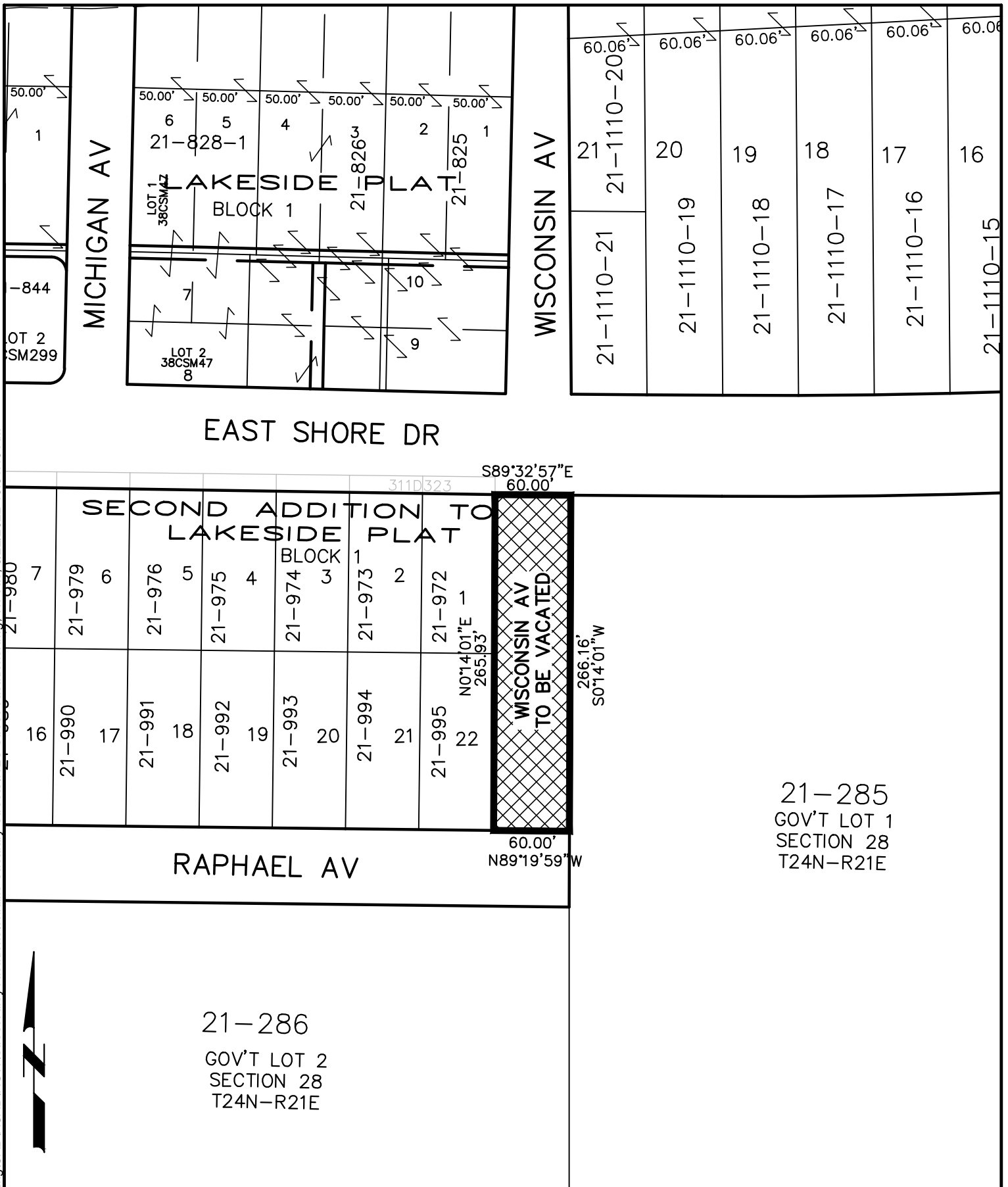
CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS— ENGINEERING DIVISION

MINNESOTA AVENUE TO BE VACATED



DATE	BY
06/21/2022	THE

I:\DeptData\PubWorks\Eng\CADD\ACAD\ROW\Street-Alley\Vacations\Wildlife Sactuary Streets\WLS Street Vacations.dwg, Wi Vac, 6/22/2022 10:51:13 AM



DESCRIPTION OF KALICK AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the Kalcik Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying southerly of and adjacent to Block 5 and the platted Antonia Park and the platted George Park, in said Second Addition to Lakeside Plat, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 10, Block 5, said Second Addition to Lakeside Plat;
thence S65°-08'-10"E, 659.56 feet along the north right-of-way line of Kalcik Avenue, to the west right-of-way line of Danz Avenue (formerly known as Ohio Avenue);
thence S05°-46'-01"W, 63.49 feet along said west right-of-way line of Danz Avenue, to the south right-of-way line of Kalcik Avenue;
thence N65°-08'-10"W, 1473.64 feet along said south right-of-way line of Kalcik Avenue, to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence S79°-09'-39"E, 247.59 feet along said south right-of-way line of East Shore Drive, to the north right-of-way line of Kalcik Avenue;
thence S65°-08'-10"E, 553.09 feet along said north right-of-way line of Kalcik Avenue, to the point of beginning.

Parcels affected being tax parcel numbers: 21-1071, 21-1070, 21-1069, 21-1068, 21-1072, 21-1073 and 21-429.

All above referenced parcels are owned by the City of Green Bay, a Wisconsin Municipal Corporation and are part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF RAPHAEL STREET RIGHT-OF-WAY TO BE VACATED

That part of the Raphael Street right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying southerly of and adjacent to Blocks 1, 2, 3, and 4, in said Second Addition to Lakeside Plat, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 12, Block 4, said Second Addition to Lakeside Plat;
thence S86°-20'-59"E, 423.17 feet along the north right-of-way line of Raphael Street;
thence continuing along said north right-of-way line of Raphael Street, S88°-33'-59"E, 726.28 feet;
thence continuing along said north right-of-way line of Raphael Street, S89°-19'-59"E, 1708.27 feet, to the east right-of-way line of Wisconsin Avenue;
thence S00°-14'-01"W, 60.00 feet, along said east right-of-way line of Wisconsin Avenue, to the south right-of-way line of Raphael Street;
thence N89°-19'-59"W, 1709.13 feet, along said south right-of-way line of Raphael Street;
thence continuing along said south right-of-way line of Raphael Street, N88°-33'-59"W, 727.84 feet;
thence continuing along said south right-of-way line of Raphael Street, N86°-20'-59"W, 426.55 feet, to the east right-of-way line of Danz Avenue, (formerly known as Ohio Avenue);
thence N05°-46'-01"E, 60.04 feet, along said east right-of-way line of Danz Avenue, to the point of beginning.

ALSO that part of the Raphael Street right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying southerly of and adjacent to Block 5, in said Second Addition to Lakeside Plat, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southeast corner of Lot 16, Block 5, said Second Addition to Lakeside Plat;
thence N87°-00'-45"W, 249.97 feet, along the north right-of-way line of Raphael Street, to the north right-of-way line of Kalcik Street;
thence S65°-08'-10"E, 161.03 feet along said north right-of-way line of Kalcik Street, to the northwest corner of George Park as platted in said Second Addition to Lakeside Plat;

thence S87°-00'-45"E, 97.63 feet, along the south right-of-way line of Raphael Street (also being the north line of said George Park), to the west right-of-way line of Danz Avenue, (formerly known as Ohio Avenue);

thence N05°-46'-01"E, 60.07 feet, along said west right-of-way line of Danz Avenue, to the point of beginning.

Parcels affected being tax parcel numbers: 21-995, 21-994, 21-993, 21-992, 21-991, 21-990, 21-989, 21-988, 21-987, 21-986, 21-985, 21-1017, 21-1016, 21-1015, 21-1014, 21-1013, 21-1012, 21-1011, 21-1010, 21-1009, 21-1008, 21-1007, 21-1039, 21-1038, 21-1037, 21-1036, 21-1035, 21-1034, 21-1033, 21-1032, 21-1031, 21-1030, 21-1029, 21-1061, 21-1060, 21-1059, 21-1058, 21-1057, 21-1056, 21-1055, 21-1054, 21-1053, 21-1052, 21-1051, 21-1077, 21-1076, 21-1074 and 21-286.

All above referenced parcels are owned by the City of Green Bay, a Wisconsin Municipal Corporation and are part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF KENTUCKY AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the Kentucky Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying west of Block 5 and east of the platted Antonia Park in said Second Addition to Lakeside Plat, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 10, Block 5, said Second Addition to Lakeside Plat;
thence $N65^{\circ}-08'-10''W$, 63.49 feet along the north right-of-way line of Kalcik Avenue, to the southeast corner of said Antonia Park;
thence $N05^{\circ}-46'-01''E$, 113.83 feet, along the west right-of-way line of Kentucky Avenue (also being the east line of said Antonia Park), to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence $S79^{\circ}-47'-58''E$, 60.18 feet along said south right-of-way line of East Shore Drive, to the west line of said Lot 10, Block 5, Second Addition to Lakeside Plat;
thence $S05^{\circ}-46'-01''W$, 129.95 feet, along said west line of said Lot 10, Block 5, Second Addition to Lakeside Plat, to the point of beginning.

Parcels affected being tax parcel number: 21-1071

The above referenced parcel is owned by the City of Green Bay, a Wisconsin Municipal Corporation and is part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF FLORIDA AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the Florida Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying west of Block 3 and east of Block 4 in said Second Addition to Lakeside Plat, located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 12, Block 3, said Second Addition to Lakeside Plat;
thence N88°-33'-59"W, 60.00 feet along the north right-of-way line of Raphael Street, to the southeast corner of Lot 22, Block 4, said Second Addition to Lakeside Plat;
thence N01°-26'-01"E, 267.06 feet, along the west line of said Block 4, to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence S89°-12'-09"E, 60.00 feet along said south right-of-way line of East Shore Drive, to the west line of Lot 11, Block 3, Second Addition to Lakeside Plat;
thence S01°-26'-01"W, 267.73 feet, along said west line of said Block 3, Second Addition to Lakeside Plat, to the point of beginning.

Parcels affected being tax parcel numbers: 21-1029, 21-1061, 21-1040, and 21-1028.

The above referenced parcel is owned by the City of Green Bay, a Wisconsin Municipal Corporation and is part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF CALIFORNIA AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the California Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying west of Block 2 and east of Block 3, in said Second Addition to Lakeside Plat located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 12, Block 2, said Second Addition to Lakeside Plat;
thence N89°-19'-59"W, 60.00 feet along the north right-of-way line of Raphael Street, to the southeast corner of Lot 22, Block 3, said Second Addition to Lakeside Plat;
thence N00°-40'-03"E, 271.22 feet, along the west line of said Block 3, to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence S89°-06'-57"E, 60.00 feet along said south right-of-way line of East Shore Drive, to the west line of Lot 11, Block 2, Second Addition to Lakeside Plat;
thence S00°-40'-03"W, 270.99 feet, along said west line of said Block 2, Second Addition to Lakeside Plat, to the point of beginning.

Parcels affected being tax parcel numbers: 21-1007, 21-1039, 21-1018, and 21-1006.

All above referenced parcels are owned by the City of Green Bay, a Wisconsin Municipal Corporation and are part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF MINNESOTA AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the Minnesota Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying west of Block 1 and east of Block 2, in said Second Addition to Lakeside Plat located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 12, Block 1, said Second Addition to Lakeside Plat;
thence N89°-19'-59"W, 60.00 feet along the north right-of-way line of Raphael Street, to the southeast corner of Lot 22, Block 2, said Second Addition to Lakeside Plat;
thence N00°-40'-03"E, 268.56 feet, along the west line of Block 2, to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence S89°-06'-57"E, 60.00 feet along said south right-of-way line of East Shore Drive, to the west line of Lot 11, Block 1, Second Addition to Lakeside Plat;
thence S00°-40'-03"W, 268.34 feet, along said west line of said Block 2, Second Addition to Lakeside Plat, to the point of beginning.

Parcels affected being tax parcel numbers: 21-985, 21-1017, 21-996, and 21-984

All above referenced parcels are owned by the City of Green Bay, a Wisconsin Municipal Corporation and are part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF WISCONSIN AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the Wisconsin Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying east of Block 1, in said Second Addition to Lakeside Plat located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southeast corner of Lot 22, Block 1, said Second Addition to Lakeside Plat;
thence N00°-14'-01"E, 265.93 feet, along the east line of said, Block 1, to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence S89°-32'-57"E, 60.00 feet along said south right-of-way line of East Shore Drive, to the east right-of-way line of Wisconsin Avenue (also being the east line of said Second Addition to Lakeside Plat);
thence S00°-14'-01"W, 266.16 feet, along said east right-of-way line of Wisconsin Avenue, to the north right-of-way line of Raphael Street;
thence N89°-19'-59"W, 60.00 feet along the north right-of-way line of Raphael Street, to the point of beginning.

Parcels affected being tax parcel numbers: 21-995, 21-972, and 21-285.

All above referenced parcels are owned by the City of Green Bay, a Wisconsin Municipal Corporation and are part of the Green Bay Wildlife Sanctuary.

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

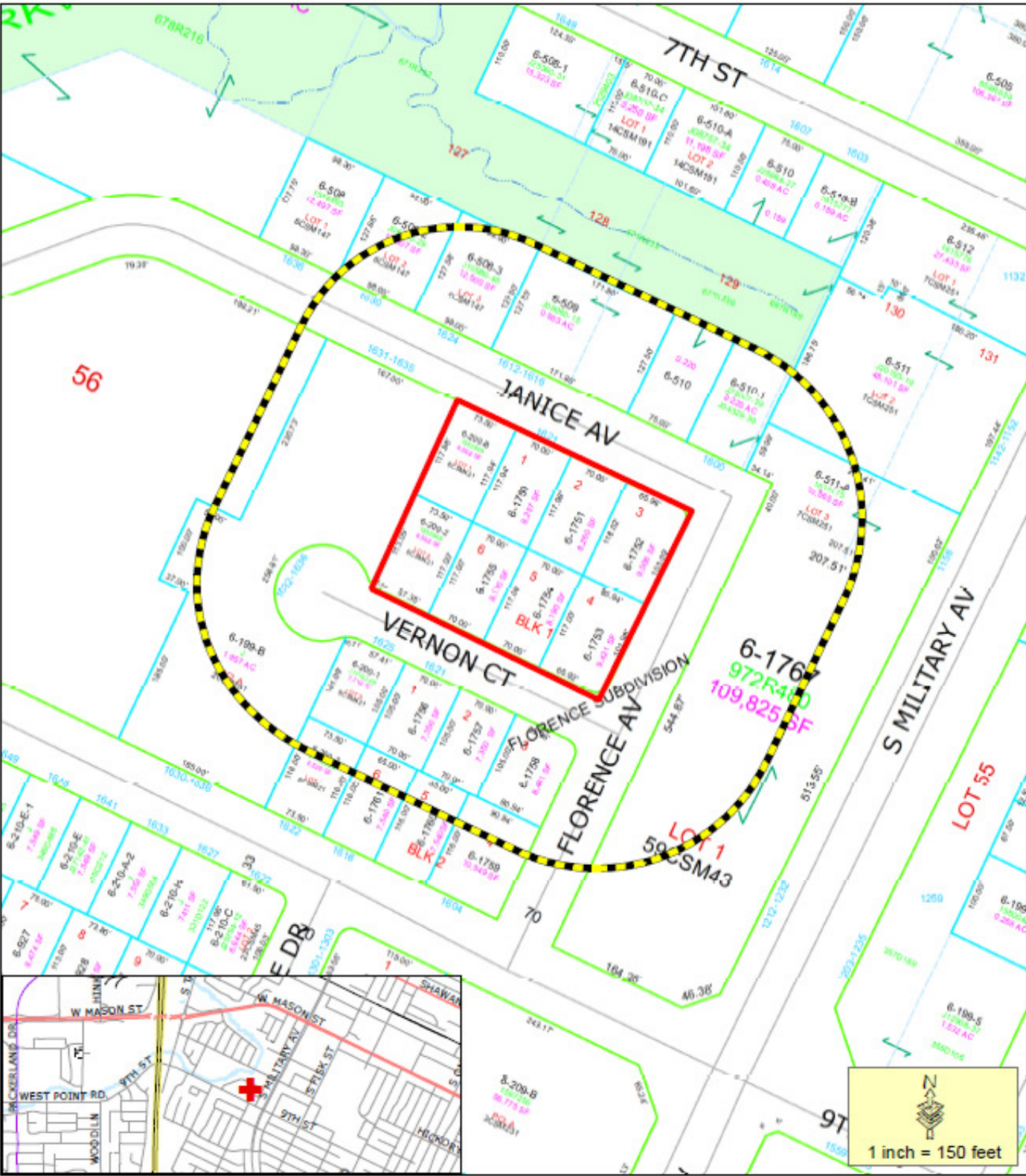


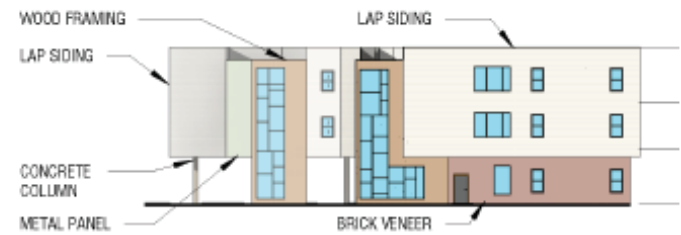
EXHIBIT B



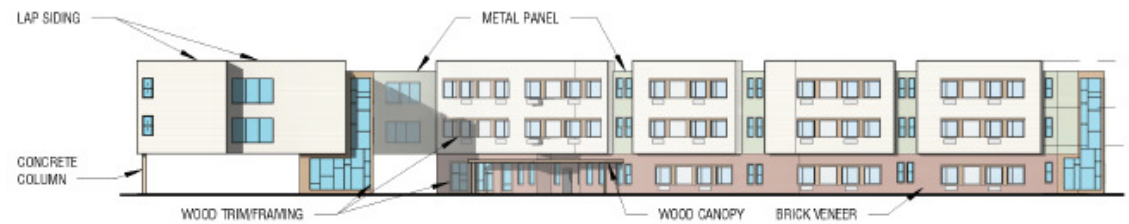
EXHIBIT C



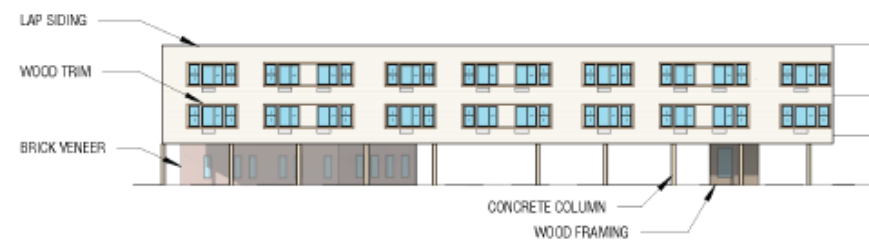
1 NORTH ELEVATION
1" = 40'-0"



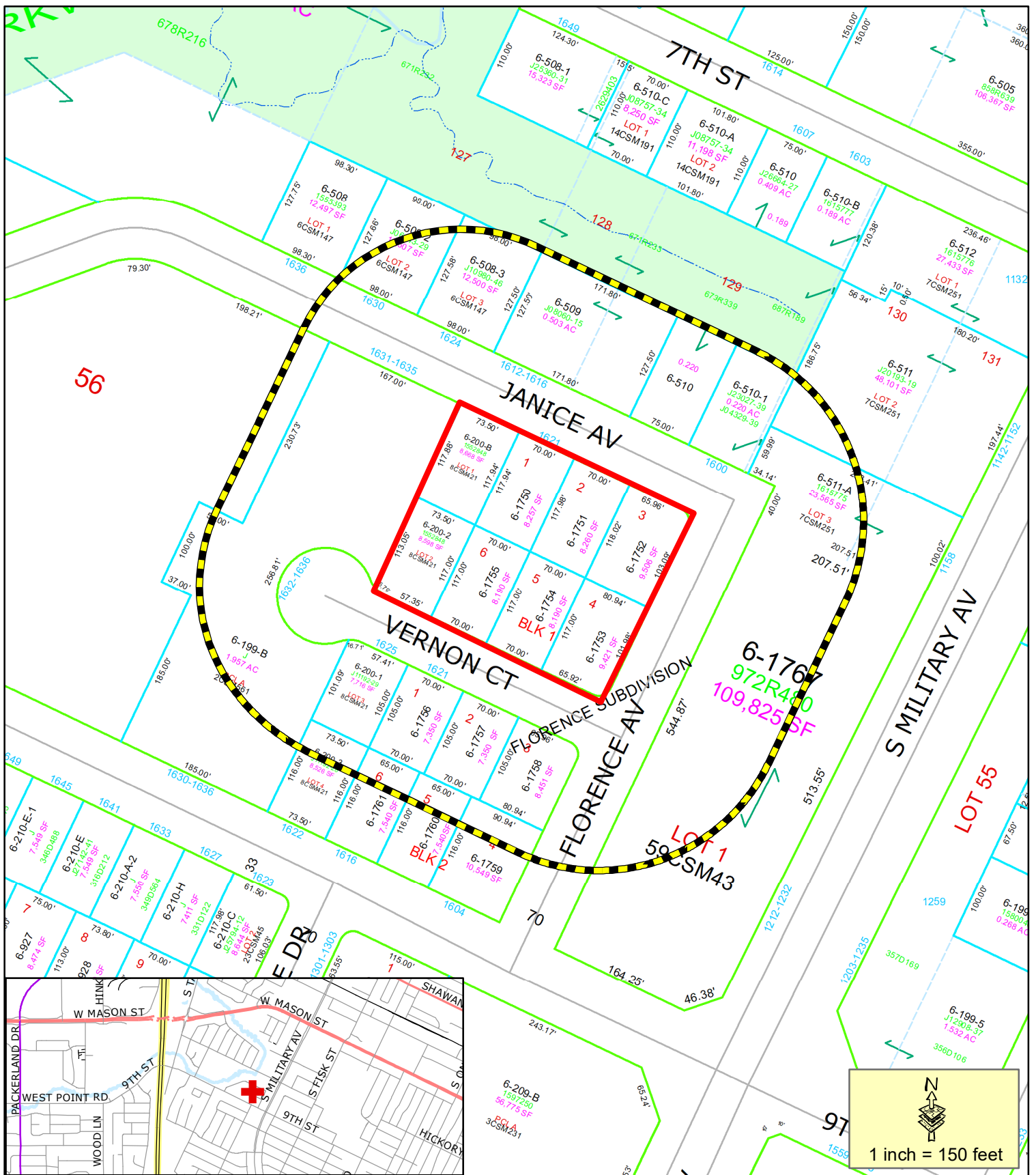
2 EAST ELEVATION
1" = 40'-0"



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:

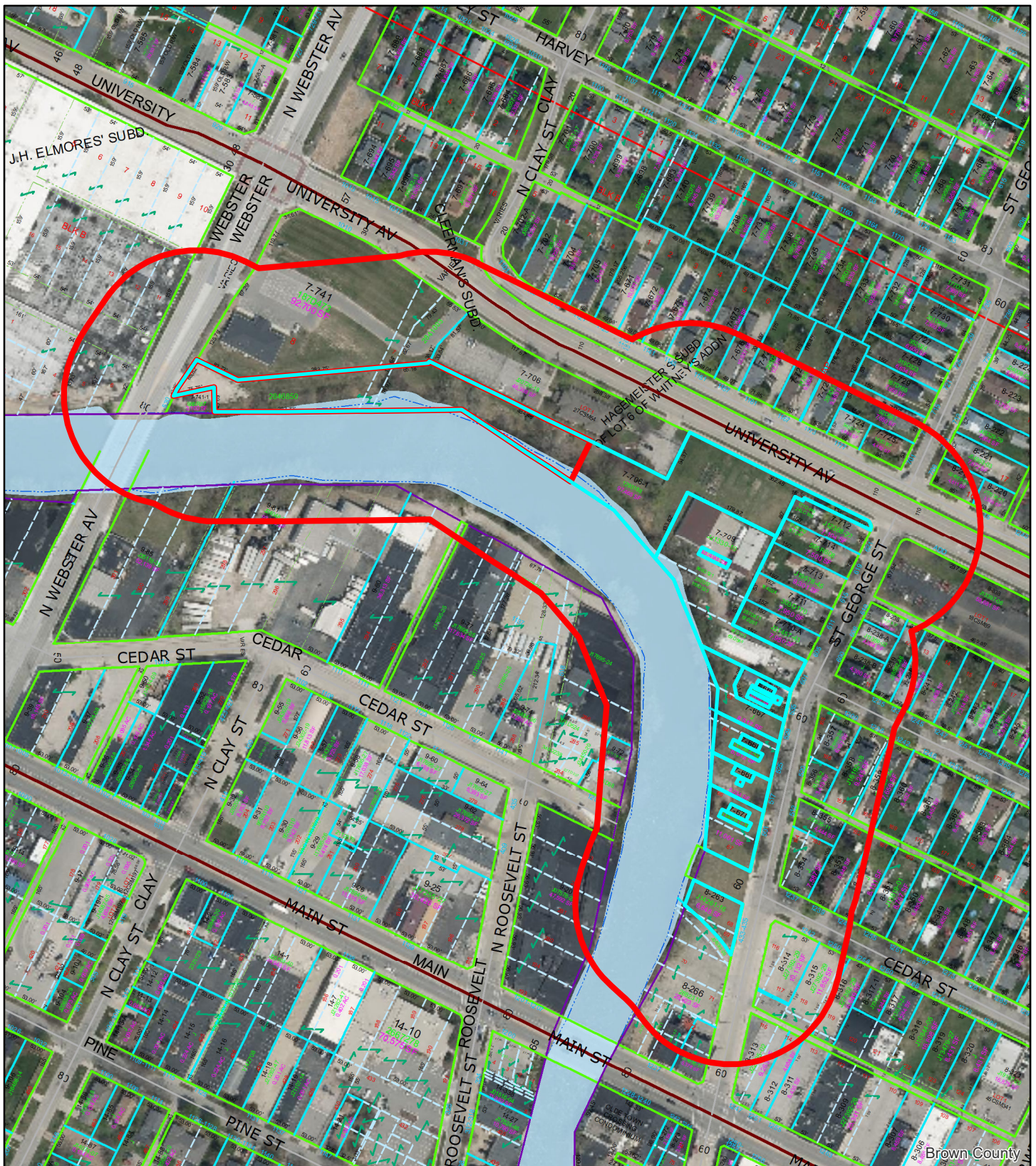
Mayor

ATTEST:

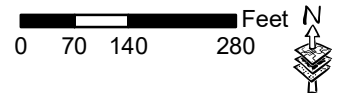
Clerk

sjh

Attachment – Map

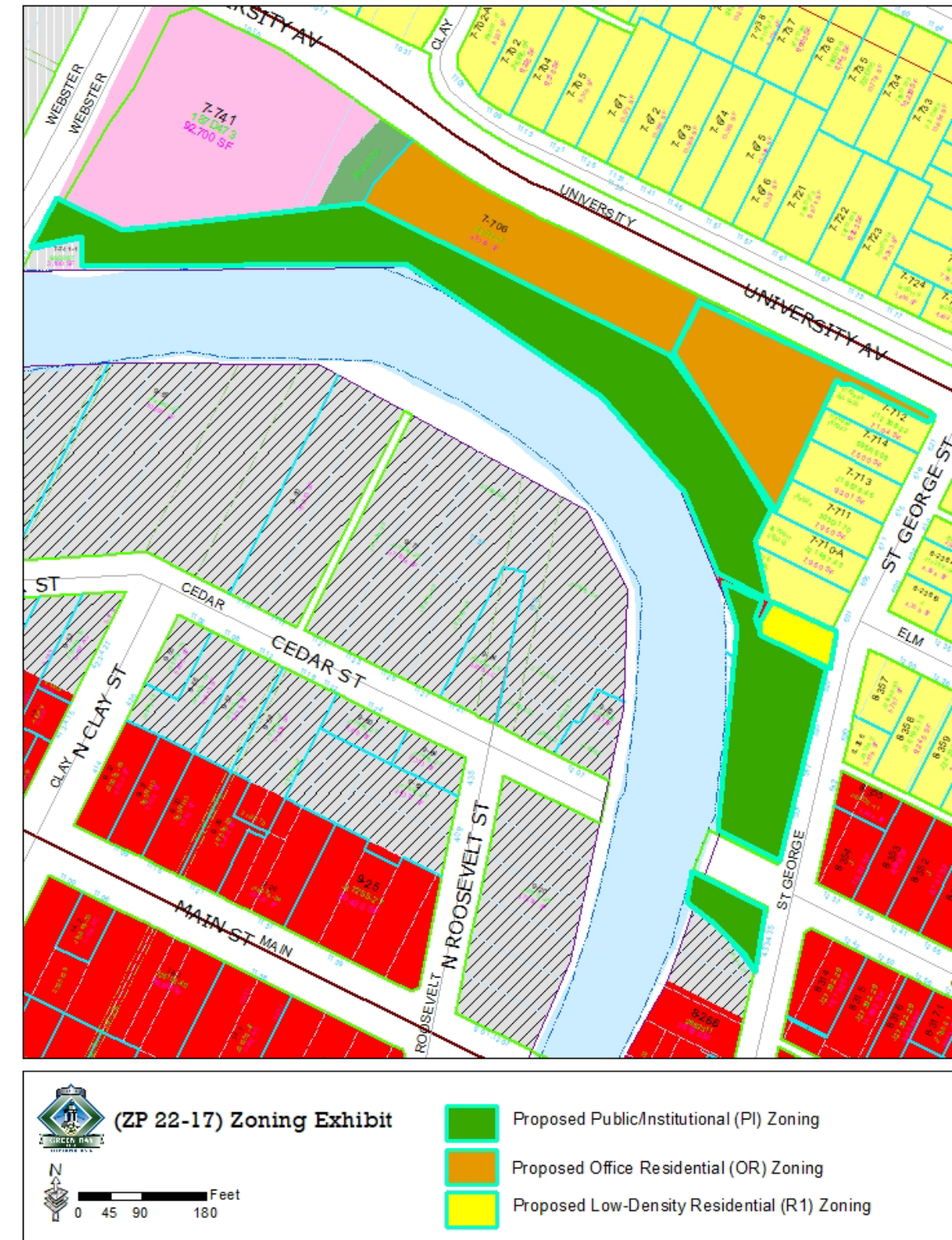
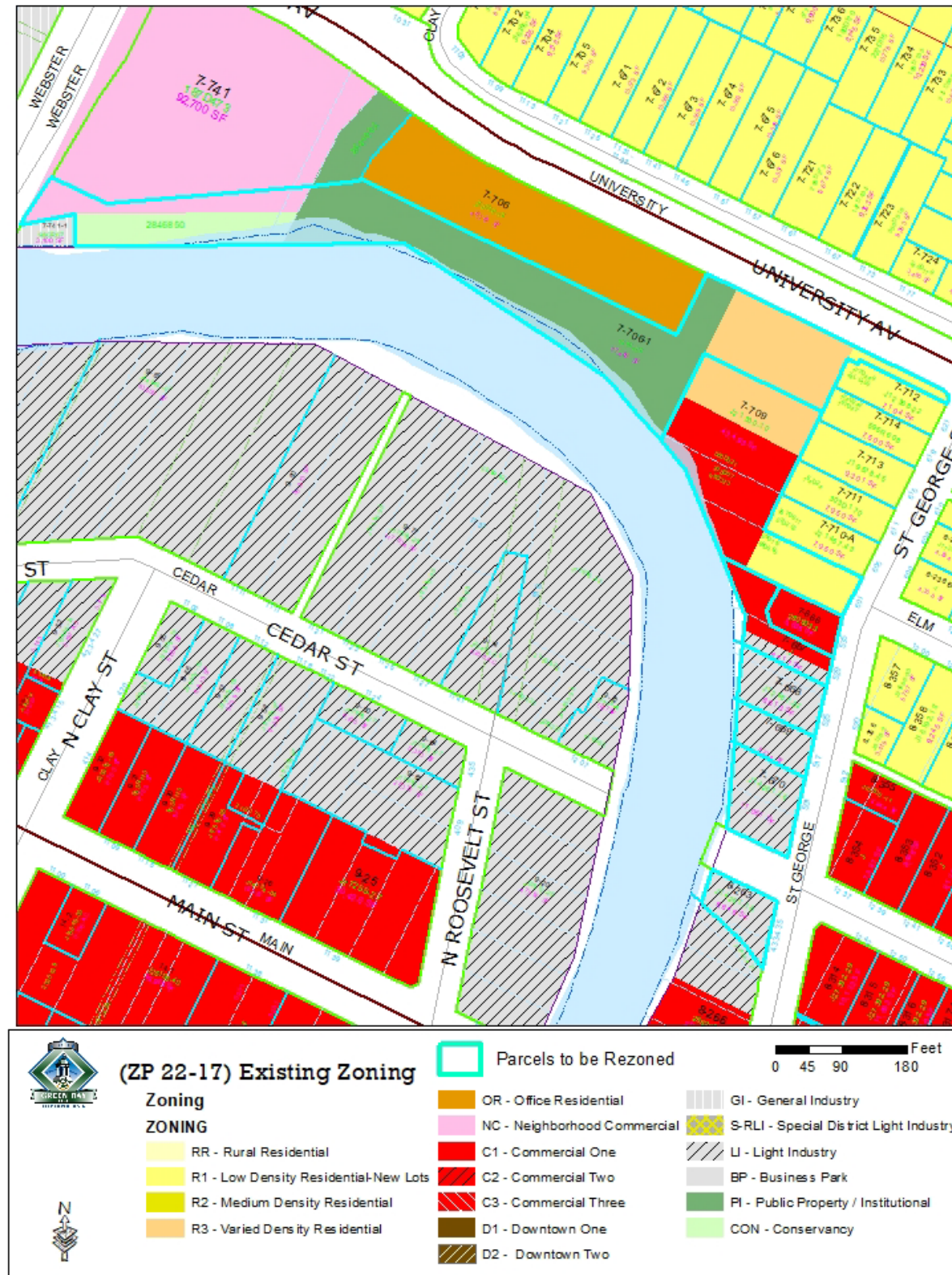


(ZP 22-17) Rezone Portions of 1000 Block University Ave. & 500 Block St. George St.



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

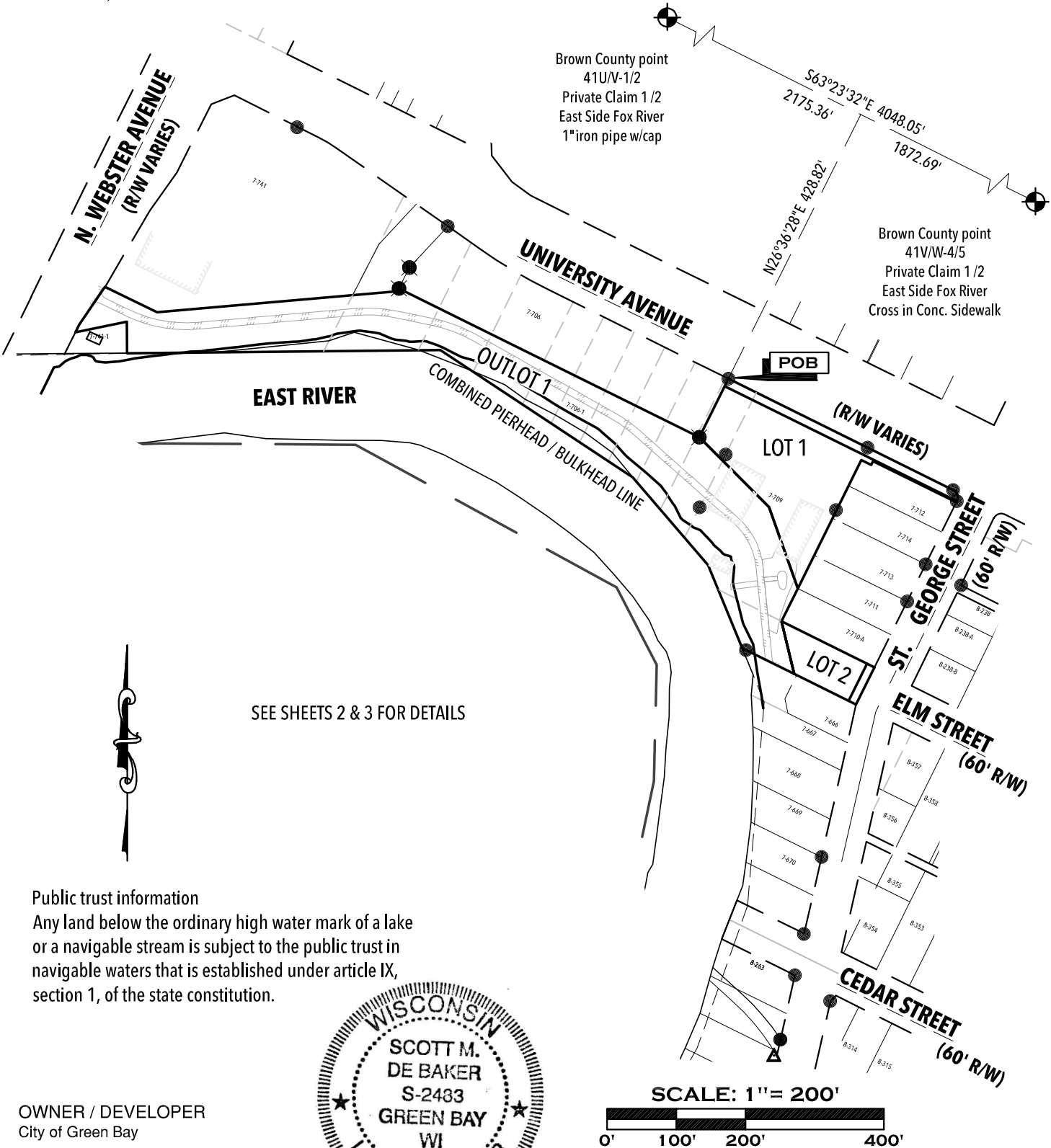
- Parcels to Rezone
- 200-ft. Notification Area



PRELIMINARY COPY

CERTIFIED SURVEY MAP

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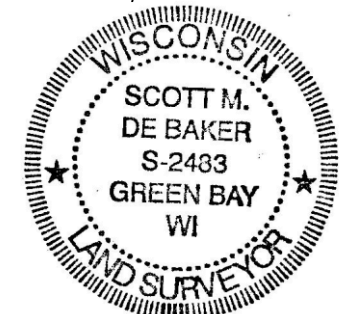


Public trust information
Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

OWNER / DEVELOPER
City of Green Bay

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



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.



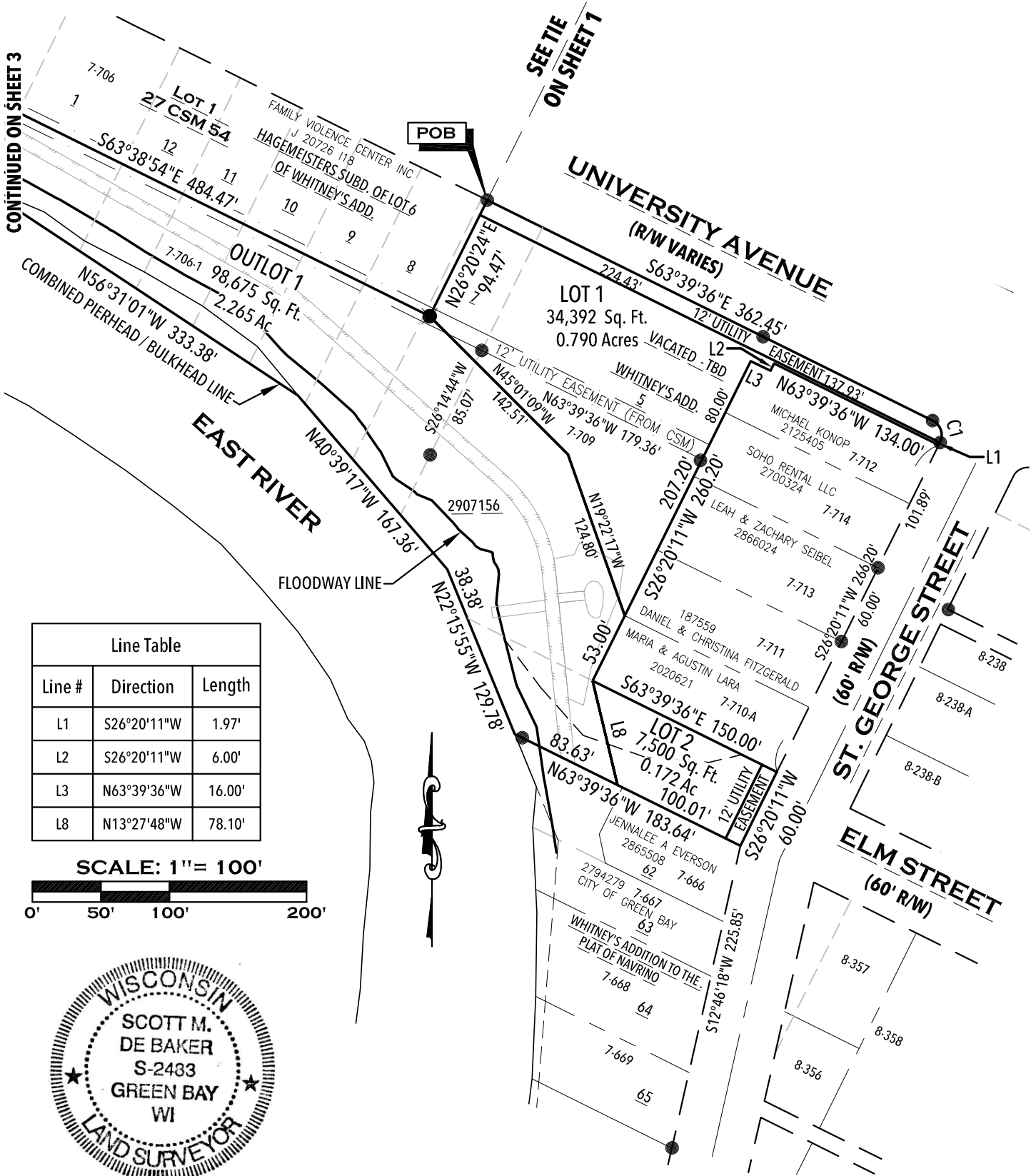
ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: WWW.RELEEINC.COM
R:\5900\5950\5950005\dwg\5950005CSM.DWG

PHONE:(920) 662-9641
FAX:(920) 662-9141

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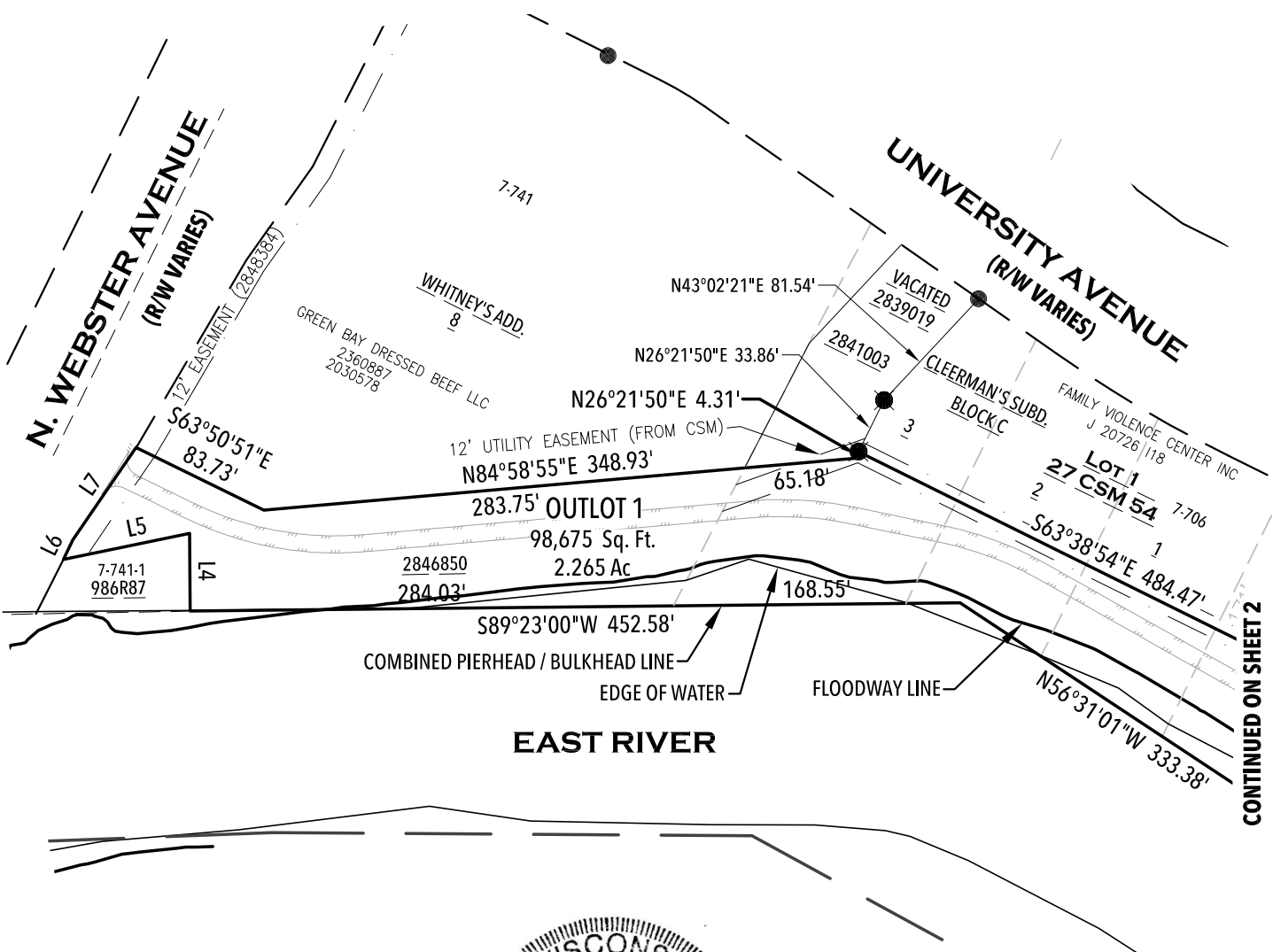
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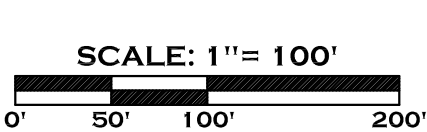
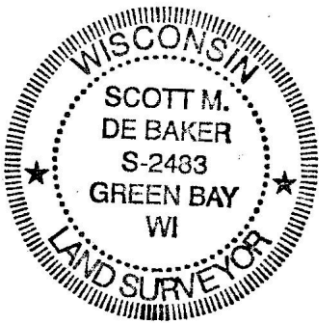
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Line Table		
Line #	Direction	Length
L4	N00°31'45"W	45.69'
L5	S78°23'59"W	75.76'
L6	N26°09'01"E	12.79'
L7	N34°19'29"E	65.78'



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

SHEET 3 OF 6

ROBERT E. LEE & ASSOCIATES, INC.

ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES

1250 CENTENNIAL CENTRE BOULEVARD

HOBART, WI 54155

INTERNET: WWW.RELEEINC.COM

PHONE:(920) 662-9641

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R:\5900\5950\5950005\dwg\5950005CSM.DWG

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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.

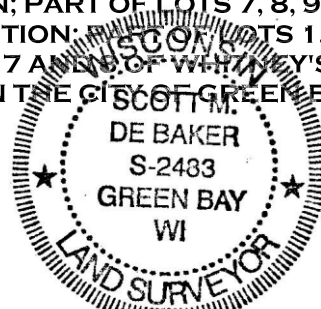
RESTRICTIVE COVENANT:

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

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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



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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:

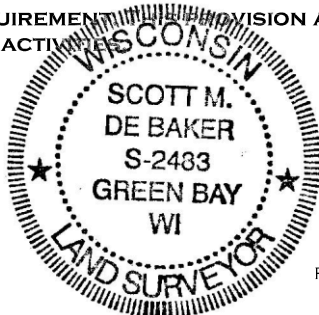
WISCONSIN BELL INC.. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION,
AETEC USA TELECOM SERVICES,
BROWN COUNTY C-LEC, LLC,
US EXCHANGE/RVP FIBER,
CHARTER TELECOMMUNICATIONS OPERATING, LLC,

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

MEETING DATE

September 20, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # L.I

To approve the amended Development Agreement 22-01, 216-222 Cherry Street Redevelopment, as presented, subject to final approval of the City Attorney.

BACKGROUND

The developer has requested updates related to the project description and the overall project schedule in the currently adopted development agreement. No other changes are being proposed at this time. Staff will provide an overview of the changes at the RDA meeting, as well as an updated development agreement document.

Both the Developer and staff are requesting the following changes to the Development Agreement:

- Update of the project description to reflect the current project, which will likely include the demolition of the first story of the building. It was previously thought to be able to be saved and built upon, but further engineering analysis has indicated that is not recommended.
- Update of the overall valuation from \$13 million down to \$8 million, based on information provided by the City Assessor. Staff has updated the projected taxes from the project using this new number.
- Removal of the “right of first refusal” language. This was a leftover from another agreement.
- Update of several key dates to match the construction schedule. Construction is scheduled to begin by January 2023, and be completed by March 1, 2025.
- Addition of “withholding TIF Payment” language to the default remedy section.

RECOMMENDATION

Approval of the amended development agreement as presented, subject to final approval of the City Attorney.

FISCAL IMPACT

Proposed amendments do not primarily change financial impact of the project.

ATTACHMENTS

- I. 091222 Cherry Street Development Agreement Amendment RDA FINAL DRAFT



City of Green Bay
Department of Community and Economic Development

DRAFT

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 22-01

216 - 222 CHERRY STREET REDEVELOPMENT

This Development Agreement is made this ~~10th~~ day of ~~September~~ May, 2022,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and 222 CHERRY STREET, LLC], a Wisconsin limited liability company ("Developer").

RECITALS

A. This amended agreement is meant to fully replace the original development agreement 22-01 previously approved by the Common Council on May 10th 2022.

A.B. 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>
12-114	216-222 Cherry St.	0.364	775,600

B.C. The parcel listed above shall be referred to as the "Property." The Property comprises approximately zero and three hundred sixty-four thousandths (0.364) 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.D. Developer intends to complete a Project, which includes the following:

Constructing a six (6) story multi-use building, including approximately fifty-seven (57) market rate multi-family apartment units on floors two through six, approximately 10,000 square feet of commercial retail/office space on the first floor, Adding 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 building project.

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

D.E. As of January 1, 2022, the Property has an aggregate assessed value of Seven Hundred Seventy-Five Thousand Six Hundred Dollars (\$775,600) which based on the assessed tax rates in effect as of January 1, 2022, the Property yields approximately:

1. Twenty-Thousand and Ten dollars (\$20,010.48) in total gross real estate taxes annually (assessed mill rate of \$25.80);
2. Twenty-Thousand and Ten dollars (\$20,010.48) 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 \$25.80); and

3. Seven Thousand Nine Hundred Four Dollars (\$7,904.05) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$10.19).

E.F. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least Eight approximately Thirteen Million Dollars (~~\$13,000,000~~ \$8,000,000), which is anticipated to yield approximately:

1. ~~Two Three Hundred Six~~ Thirty Five Thousand Four Hundred and Seventy Dollars (\$335,206,400) One Hundred Eighty-Six Thousand Three Hundred and Eighty-Nine Dollars (\$186,389) in total gross real estate taxes annually (assessed mill rate of \$25.80);
2. One Hundred Eighty-Six Thousand Three Hundred and Eighty-Nine Dollars (\$186,389) ~~Two Three Hundred Six~~ Thirty Five Thousand Four Hundred and Seventy Dollars (\$335,206,400) 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 \$25.80); and
3. ~~Eighty One Hundred Thirty Two Thousand Four Five Hundred and Twenty-Seven Dollars (\$132,40081,520)~~ Seventy-Three Thousand Six Hundred and Sixteen Dollars (\$73,616) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$10.19).

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

F.G. The RDA and the City will ask the Joint Review Board (JRB) to create a new Tax Increment District (the TID), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."

G.H. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to; demolition, remodeling, repair or reconstruction of existing buildings; 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.I. 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.J. In order to induce Developer to undertake the Project, such that it will build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; enhance the physical (soil, water, air) landscape; expand our range of residential and commercial real estate products; be designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

II. DEFINITIONS; EXHIBITS

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

- A. “Agreement” means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. “Annual Assessed Value” means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. “Available Tax Increment” means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other

obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.

- D. “Base Value” means the aggregate assessed value of the Property when the TID was created, which shall be determined as of 1/1/2022.
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means 222 Cherry Street, LLC or any assignee of the same.
- H. “Exhibits” means the supplementary reference information attached to this development agreement that shall include the following:
 - 1. Exhibit A – Map of the Property
 - 2. Exhibit B – Legal Description of the Property
 - 3. Exhibit C – Preliminary Concept Plan
- I. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. “Plans and Specifications” means the plans and specifications developed for the Project.
- K. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- L. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- M. “Project” means the Project as defined in the Recitals.
- N. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- O. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and

3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- P. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section IV. C. 4.
- Q. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the TID.
- T. “TID” means the future Tax Increment District to be created in 2022 by the City of Green Bay, The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the ‘TID), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the “TID.”
- U. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- V. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
- I. Certified Survey Map.
 - a) The Developer shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C),

including any easements or other dedications required to accommodate the proposed skywalk connection to the Cherry Street Parking Ramp.

- b) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. I.
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) The Developer guarantees that the Property shall have a minimum aggregate assessed value of ~~Thirteen-Eight~~ Million ~~Seven-Hundred-and-Seventy-Five-Thousand-and-Six-Hundred~~ Dollars (~~\$13,775,6008,000,000~~) on or before January 1, 2025.
 - b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - d) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds the guaranteed value of ~~Eight-Thirteen~~ Million ~~Seven-Hundred-and-Seventy-Five-Thousand-and-Six-Hundred~~ Dollars (~~\$13,775,6008,000,000~~). Upon reaching this threshold, Available TIF Increment shall be distributed as follows:
 - (I) Provided the aggregate assessed Property value ~~is at least meets or exceeds~~ ~~Eight-Thirteen~~ Million ~~Seven-Hundred-and-Seventy-Five-Thousand-and-Six-Hundred~~ Dollars (~~\$13,775,6008,000,000~~) on or before January 1, 2025, the City shall make available eighty percent (80%) of the annual TIF Increment to the Developer until all Qualified Expenditures have been repaid or the incentive period expires. After all qualified expenditures have been paid, or the incentive period expires, these funds will be applied to public infrastructure, public improvements, or other eligible costs within the TID.
 - (II) The City shall utilize ten percent (10%) of the annual TIF increment for public infrastructure and improvements within the new TID until all Qualified Expenditures have been repaid or the incentive period expires.
 - (III) The City shall utilize ten percent (10%) of the annual TIF increment to cover administrative costs incurred by the TID through the full life of the TID.
 - f) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special

charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2023~~4~~, the TIF Increment would be determined as of January 1, 2024~~5~~ and the PAYGo reimbursement would first be payable in 2025~~6~~.

3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, if applicable, as defined in Section II. N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
 - c) Any other activity specifically approved by the City or RDA.
4. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed seventy-eighty percent (~~780~~%) 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.
5. Maximum Life of the TID. Payments shall not be made beyond the maximum life of the proposed TID, which is anticipated to be 20 years.

- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be

paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

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

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to ~~July-December~~ I, 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 in this agreement. The Concept Plan shall clearly identify:

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

- B. Construction Documents. Prior to ~~January-August~~ I, ~~2022~~2023, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and
2. Full-color elevations for all sides of all proposed structures; and
3. Descriptions and actual samples of all exterior building materials; and
4. Descriptions and photographic examples of interior finishes; and
5. Plans and specifications for any skywalk connection to the Cherry Street Parking Ramp, including the proposed method and timing of construction which shall subject to the approval of the Department of Public Works and the RDA.
6. Other such essential items as may be reasonably determined by the RDA to be appropriate.

- C. Development Budget. Prior to ~~January-August~~ I, ~~2022~~2023, 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 Eight Million Dollars (\$8,000,000) in "hard" construction costs for the entire Project; and
2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - 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, specifically including:
 - a) Utility relocation costs.
 - b) Improvements or other assistance related to attracting or retaining approved commercial retail tenants consistent with the goals and objectives of this agreement, or otherwise consistent with the goals and objectives of the City of Green Bay and/or the Green Bay Redevelopment Authority.
 - c) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.
 - d) Enhanced landscaping beyond basic code requirements as approved by the RDA.
 - e) Structured parking costs allowing for better building design and improving the overall function of the site including a “skywalk” connection to the Cherry Street Parking Ramp.
 - f) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.
 - g) Costs related to the installation of environmentally sustainable infrastructure and practices in the project.
 - h) Site improvements related to providing access to public transit or alternative transportation options.
 - i) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.
 - j) Excessive construction costs related to unusual supply and demand factors related to current economic conditions that prevent the project from being financially feasible as approved by the RDA.
- 5. A negotiated and approved lease for use of parking stalls after normal business hours in the Cherry Street Ramp with the Department of Public Works.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan

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

- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than ~~January 1, 2023~~August 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 ~~January 1, 2023~~August 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 August 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 ~~August-January 1, 2022~~2023. Construction shall be completed no later than March 1, ~~2024~~2025. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the 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.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
 - ~~3. Right of First Refusal. Developer shall not sell, trade, grant, or encumber the Property, except as specifically provided herein. Should Developer not complete elements of the Project as defined herein, Developer shall provide City and/or RDA the exclusive right, for a period not to exceed ninety (90) days, to purchase an undeveloped or underdeveloped portion of the Property. The purchase price shall be equivalent to the Assessed Value of the land, as determined by the City Assessor. This Right of First Refusal shall run with the land, and shall survive the termination or expiration of this Agreement, and shall remain in place until such~~

~~time as the aggregate assessed Property value meets or exceeds Thirteen Million Seven Hundred and Seventy-Five Thousand and Six Hundred Dollars (\$13,775,600)~~

- Q. 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.
- R. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
 3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or

hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

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

T. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The RDA and City intend to create a new TID effective January 1, 2022, and once created shall be in effect and in good standing with and 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 RDA and City intend to create a new TID effective January 1, 2022, and once created shall be in effect and in good standing with and certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
 - 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 - 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or

- b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach, including withholding of PayGo payments to the Developer until temporary defaults are remedied to the satisfaction of the City. ~~Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;~~
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.

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

IX. TERMINATION

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

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic

protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to ~~January July 1, 2022-2023~~ any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
 - 1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 - 2. Upon receipt if hand-delivered to the party or person intended; or
 - 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or

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

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

To the City: City of Green Bay
Attn: City Clerk
100 North Jefferson Street
Green Bay, WI 54301
e-mail: celestine.jefferys@greenbaywi.gov
facsimile: 920-448-3010

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

To the Developer: 222 Cherry Street, LLC
Peter Nugent
1121 Highview Lane
Green Bay, WI 54304
e-mail: peter@peternugent.com
phone: 920-227-8532

with a copy to: Tim Polack

Czachor, Polack, & Borchardt, LLP
107 N. Broadway, Suite 2
Green Bay, WI 54303
email: tim@libertytitlegb.com
phone: 920-435-7300

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other

case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

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

~~[Signature pages follow]~~[Signature pages follow]

DRAFT

Signature page 3 of 3

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

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 20212, 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 _____

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EXHIBT B
Legal Description

15,892 SQ FT PLAT OF NAVARINO LOT 49 & N 1/2 OF LOT 50



PROJECT METRICS

BUILDING DATA:
Height: 70-75'
-Proposed link to parking ramp at 4th floor.

FIRST FLOOR: ~11,000 GSF Comm/Retail
FLOORS 2-6: ~13,275 GSF Residential

Unit Mix:

1 Bedroom:	6 Units
1+ Bedroom:	20 Units
2 Bedroom:	25 Units
2+ Bedroom:	4 Units
3 Bedroom:	2 Units
TOTAL:	57 UNITS

EXHIBIT C
Preliminary Concept Plan

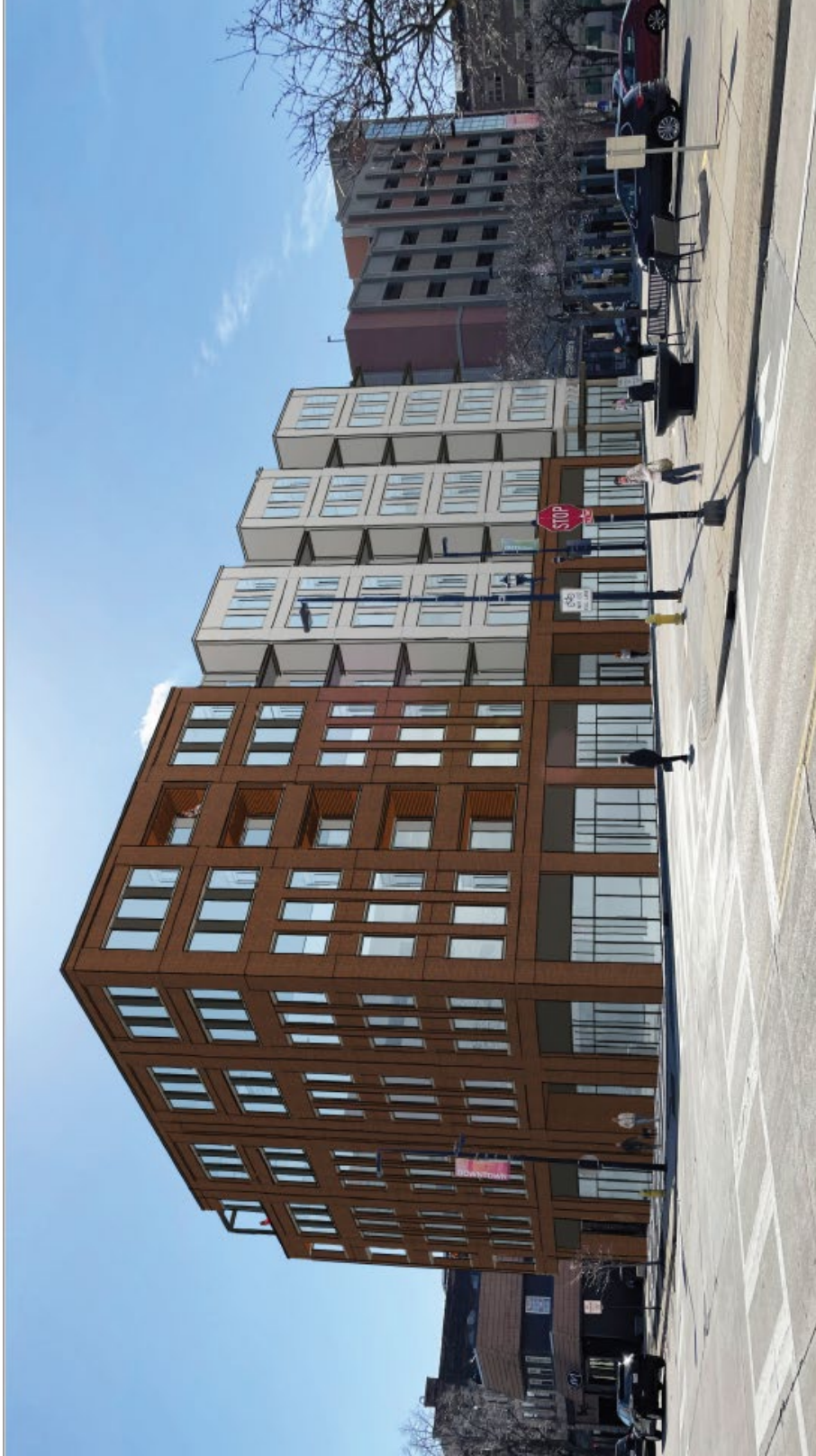
PROJECT METRICS

222 CHERRY ST | CONCEPTUAL DESIGN

#00-22322
04.25.2022
03



DRAFT



CHERRY STREET & NORTH ADAMS

#00-22232
04.25.2022
02

222 CHERRY ST | CONCEPTUAL DESIGN



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TYPICAL FLOOR PLAN - LOWER LEVELS



222 CHERRY ST | CONCEPTUAL DESIGN
#00-22232
04.23.2022
03

DRAFT



TYPICAL FLOOR PLAN - UPPER LEVELS

#00-22222
04.23.2022
04

222 CHERRY ST | CONCEPTUAL DESIGN

eua

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

MEETING DATE

September 20, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # L.2

To approve the development agreement with 30KFT, LLC for TIF assistance for the expansion of a veterinarian clinic as presented, subject to final approval by the City Attorney.

BACKGROUND

Gentle Vet Clinic is proposing an approximate 7,500 s.f., \$3.6 million expansion of their clinic operations at 2560 University Avenue. The developer is requesting assistance with costs related to soil corrections (excavation, haul away, backfill, geofabric), storm water management (piping, inlets, curb, and gutter), retention pond, and related civil engineering costs not to exceed \$338,520 or through 2038, whichever happens first. The developer is guaranteeing a \$1.5 million increase in valuation in order to qualify for TIF assistance. The assistance is to be on a Pay Go basis, with 65% of the increment going to the developer for qualified expenditures. Construction is to begin no later than April 1, 2023, and be completed by December 31, 2023.

RECOMMENDATION

Approval of the development agreement as presented, subject to final approval by the City Attorney, and forward to the City Council for their consideration.

FISCAL IMPACT

TIF assistance is on Pay Go basis.

ATTACHMENTS

- I. Gentle Vet Expansion Development Agreement RDA Draft 090822



City of Green Bay
Department of Community and Economic Development

DRAFT

DEVELOPMENT AGREEMENT 22-__

30KFT, LLC dba GENTLE VET EXPANSION (UNIVERSITY AVE.)

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"),
and 30KFT, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
21-1249-1-1	2560 University Ave.	2.30	\$173,300

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately two and three hundred and five thousandths (2.305) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

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

Construction of an expanded veterinary hospital of approximately seven thousand five hundred (7,500) square feet.

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

- D. As of January 1, 2022, the Property has an aggregate assessed value of one hundred and seventy-three thousand three hundred dollars (\$173,300), which based on the assessed tax rates in effect as of January 1, 2021, the Property yields approximately:
1. Four thousand two hundred ninety-seven dollars (\$4,297) in total net real estate taxes annually (assessed mill rate of \$24.80);
 2. Four thousand two hundred ninety-seven dollars (\$4,297) in net real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.80); and
 3. One thousand seven hundred and sixty-five dollars (\$1,765) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$10.19).
- E. Upon completion of Proposed Project, the City estimates the addition of one million five hundred thousand dollars (\$1,500,000) in new valuation above the base value resulting in an aggregate assessed property value of the Property to be approximately one million six hundred seventy-three thousand and three hundred dollars (\$1,673,300).which is anticipated to annually approximately:

1. Forty-one thousand four hundred and ninety-seven dollars (\$41,497) in total real estate taxes annually (assessed mill rate of \$24.80); and
2. Forty-one thousand four hundred and ninety-seven dollars (\$41,497) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.80); and
3. Seventeen thousand and fifty dollars (\$17,050) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$10.19).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), The Property is within Tax Increment District Number 18 ("TID 18" or the "TID") which will provide part of the financing for certain costs of the project.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to, the remodeling, repair or reconstruction of existing buildings;
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will generate job opportunities; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value; generate property taxes greater than the cost of providing infrastructure and services;; expand our range of commercial real estate products; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property prior to the construction of the project established as of January 1, 2022 at one hundred seventy three thousand three hundred (\$173,300).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means 30KFT, LLC or any assignee of the same.
- H. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:
1. Exhibit A – Map of the Property
 2. Exhibit B – Legal Description of the Property

3. Exhibit C – Preliminary Concept Plan

- I. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. “Plans and Specifications” means the plans and specifications developed for the Project.
- K. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- L. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- M. “Project” means the Project as defined in the Recitals.
- N. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- O. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 - 3. telephone, high-speed cable, and related technology infrastructure; and
 - 4. natural gas, electrical power, and other public utilities; and
 - 5. any related engineering, grading, erosion control, and landscaping; and
 - 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- P. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section IV. C. 4.
- Q. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

- S. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the TID.
- T. “TID” means Tax Increment District Number Eighteen (“TID 18” 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 18 in 2016; TID 18 terminates in 2043.
- U. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- V. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. 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) The Developer guarantees that the Property shall have a minimum aggregate assessed value of one million six hundred seventy-three thousand and three hundred dollars (\$1,673,300) on or before January 1, 2024.
 - b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - d) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds the guaranteed value of one million six hundred seventy-three thousand and three hundred dollars (\$1,673,300). Upon reaching this threshold, Available TIF Increment shall be distributed as follows:

- (I) Provided the aggregate assessed Property value meets or exceeds one million six hundred seventy-three thousand and three hundred dollars (\$1,673,300) on or before January 1, 2025, the City shall make available sixty-five percent (65%) of the annual TIF Increment to the Developer until all Qualified Expenditures have been repaid or the incentive period expires by December 31, 2038. After all qualified expenditures have been paid, or the incentive period expires, these funds will be applied to public infrastructure, public improvements, or other eligible costs within the TID.
 - (II) The City shall utilize twenty-five percent (25%) of the annual TIF increment for public infrastructure and improvements within the new TID until all Qualified Expenditures have been repaid or the incentive period expires.
 - (III) The City shall utilize ten percent (10%) of the annual TIF increment to cover administrative costs incurred by the TID through the full life of the TID.
- f) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo reimbursement would first be payable in 2025.
- 2. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
 - a) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
 - b) Any other activity specifically approved by the City or RDA through amendment of this agreement.
- 3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.
- C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:
 - I. Monetary Limitation. The TIF Incentive shall not exceed three hundred thirty-eight five hundred twenty dollars (\$338,520).
- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be

paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

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

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to October 31, 2022, Developer shall submit a Concept Plan and/or formal site plan as necessary to the RDA, Plan Commission and City Council for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property, specifically the proposed boundaries of the in-lots.
 2. The approximate location of any proposed structures and/or projects to be built on the Property
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings
- B. Construction Documents. Prior to December 31, 2023, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to October 31, 2022, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than one million five hundred thousand dollars (\$1,500,00.00) in in "hard" construction costs for the façade improvements, and four million (\$4,000,000) in "hard" construction costs for both of the in-lot projects; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property as approved by the RDA to be installed before December 31, 2026; or

- b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, specifically including:
- a) Soil corrections (excavation, haul away, backfill, geofabric) \$171,250
 - b) Storm Water Management (piping, inlets, curb, and gutter) \$109,400
 - c) Civil Engineering \$6,500
 - d) Retention pond \$45,000
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
- 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 - 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project if determined to be necessary by the City.
 - 4. Developer shall divide the land in such a manner to meet all subdivision and zoning ordinances, including the City's Floor Area Ratio standards prior to site plan approval and issuance of building permits.

- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than December 31, 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 December 31, 2022, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- I. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- J. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- K. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than April 1, 2023. Construction shall be completed no later than December 31, 2023. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- L. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- N. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- O. Transfer or Sale of Project Property.
 - I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City

and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

P. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

Q. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property within ten (10) days upon formal request by the City in writing.
2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar

designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and

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

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

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

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

- a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
- a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
- S. General Indemnity.
- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. TID 18 shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach, 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; or
 5. The parties agree in writing to terminate this Agreement.
- B. Survival of Certain Provisions. Sections III. B. I. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression,

sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior December 31, 2022, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
 - 1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 - 2. Upon receipt if hand-delivered to the party or person intended; or
 - 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or

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

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

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

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

To the Developer: 30KFT, LLC
Attention: Dr. Daniel Gray
1476 University Avenue
Green Bay, WI 54302
e-mail: gvahccc@gmail.com

with a copy to: **[Insert Attorney?]**

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

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

future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

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

[Signature pages follow]

DRAFT

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:
30KFT, LLC

By: _____

Dr. Daniel Gray, Principal

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named _____, a member of 30KFT, 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 _____

DRAFT

Signature page 2 of 3

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 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 _____

DRAFT

EXHIBIT A
Property Map



DRAFT

EXHIBIT B

Legal Description

Parcel# 21-1249-1-1 (2560 UNIVERSITY AVE, CITY OF GREEN BAY)

LOT 2 OF 33 CSM 272 MAP 5146 IN 1492295 BNG PRT OF GOVT LOT 2 SEC 33 T24N R21E

DRAFT

EXHIBIT C Preliminary Concept Plan





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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # M.I

To approve the request by Paul Jacob (715 S. Broadway) for a 12-stall rental agreement in Lot BG located in the 600 block of S. Broadway.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # M.2

To receive and place on file the request to eliminate the cost of parking for downtown area service industry employees who make \$15.00 per hour or less and to include this request to be considered as part of the 2022 Downtown Parking Study. (Ald. Steuer)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-08-31 Dist 10 to I&S

Alders' Petitions and Communications - Submission #47603

Date Submitted: 8/31/2022

Name*

Mark Steuer

▼

Select your name from the list.

Committee Name*

Improvement and Services Committee

▼

Select the committee, board, or commission that your communication or petition is for.

Text of Communication*

To study, with possible action, to eliminate the cost of parking for downtown area service industry employees who make \$15.00 per hour or less.



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # M.3

To approve the request by Department of Public Works for Amendment #1 to the Professional Services Agreement between the City of Green Bay and McMahon Associates for the design services associated with the West Seymour Park Storm Water Facility in the amount of \$16,625.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. West Seymour Park



PROFESSIONAL SERVICES CONTRACT AMENDMENT

TO: City of Green Bay, c/o Matt Heckenlaible, PE

FROM: McMahon Associates, Inc., c/o Nick Vande Hey, PE & Shawn Jandrey, PE

DATE: August 30, 2022

CONTRACT: Amendment #1 – West Seymour Park Storm Water Facility (McM Project No. G0018-09-21-00311)

AMENDMENT SUMMARY:

Amendment	Description	Amount
#1	Additional stormwater concepts and topo survey and design associated with the storm sewer through Bay Valley Foods.	\$16,625.00

(See attached scope of services – all other contract terms and conditions remain the same)

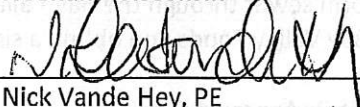
CONTRACT SUMMARY:

Description	Amount
Original Contract Amount:	\$27,000.00
Total Previous Amendments:	\$0.00
Amendment #1:	\$16,625.00
Revised Contract Amount:	\$43,625.00

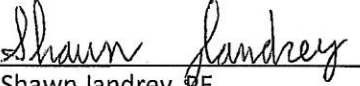
ACCEPTANCE:

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

CITY OF GREEN BAY

By: 
Nick Vande Hey, PE
Title: Vice President / Sr. Project Engineer

By: _____
Title: _____

By: 
Shawn Jandrey, PE
Title: Water Resource Engineer
Date: August 30, 2022

By: _____
Title: _____
Date: _____



PROFESSIONAL SERVICES CONTRACT AMENDMENT

AMENDMENT DESCRIPTION:

As part of the Seymour West Storm Water Facility, the City of Green Bay would like to evaluate additional stormwater management options, which includes other stakeholders (Bay Valley Foods LLC) and incorporates comments from City of Green Bay-Parks, Recreation, & Forestry staff at the May 11th, 2021, meeting. The purpose of this amendment is to assist the City with evaluating additional stormwater management concepts and topo/design/and easement preparation associated with the proposed storm sewer through the Bay Valley Foods site.

AMENDMENT SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope Of Services for this amendment:

- Review GIS based underground utility information provided by the City. Review CAD based underground utility information provided by Bay Valley Foods. These underground utilities (i.e. sanitary sewer, watermain, gas, electric, telephone, fiber optics, cable television) may influence the feasibility, construction schedule, or opinion of probable cost of the proposed stormwater improvements.
- Evaluate five (5) additional stormwater management options. Based on recent discussions with the City, we assumed the design will include a proposed storm sewer route from Howard Street, south through the Bay Valley Foods parking lot, and southeast into a wet detention pond.
- Provide a figure of the concepts and how they will function.
- Complete a topographic survey of the drainage pattern and sufficient storm sewer within the Bay Valley Foods parking lot to design the proposed storm sewer.
- Design the proposed storm sewer from Howard Street, south through the Bay Valley Foods parking lot, and southeast into the wet detention pond.
- Prepare an easement document for the proposed storm sewer through the Bay Valley Foods parking lot. We assume that the City will meet with Bay Valley Foods and obtain a signature.

AMENDMENT COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope Of Services described above for the following time and expense compensation: \$16,625

W:\PROJECTS\G0018\092100311\Admin\Agreement\2022-08-25 West Seymour Park Storm Water Facility Amendment #1.docx

McMAHON

1445 McMAHON DRIVE, NEENAH, WI 54956 Mailing P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FAX 920.751.4284 NVANDEHEY@MCMGRP.COM WWW.MCMGRP.COM



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # M.4

To approve the request by Department of Public Works for Amendment #1 to the Professional Services Agreement between the City of Green Bay and McMahon Associates for the design services associated with the East Seymour Park Storm Water Facility in the amount of \$10,500.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. East Seymour Park



PROFESSIONAL SERVICES CONTRACT AMENDMENT

TO: City of Green Bay, c/o Matt Heckenlaible, PE

FROM: McMahon Associates, Inc., c/o Nick Vande Hey, PE & Shawn Jandrey, PE

DATE: August 30, 2022

CONTRACT: Amendment #1 – East Seymour Park Storm Water Facility (McM Project No. G0018-09-21-00312)

AMENDMENT SUMMARY:

Amendment	Description	Amount
#1	Additional stormwater concepts and alternate bids requested by the Parks Department.	\$10,500.00

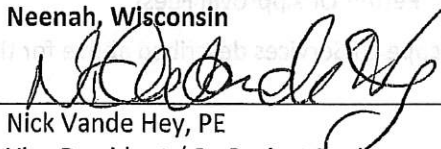
(See attached scope of services – all other contract terms and conditions remain the same)

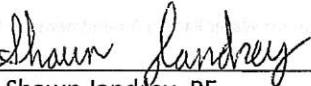
CONTRACT SUMMARY:

Description	Amount
Original Contract Amount:	\$25,000.00
Total Previous Amendments:	\$0.00
Amendment #1:	\$10,500.00
Revised Contract Amount:	\$35,500.00

ACCEPTANCE:

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

By: 
Nick Vande Hey, PE
Title: Vice President / Sr. Project Engineer

By: 
Shawn Jandrey, PE
Title: Water Resource Engineer
Date: August 30, 2022

CITY OF GREEN BAY

By: _____
Title: _____

By: _____
Title: _____
Date: _____



PROFESSIONAL SERVICES CONTRACT AMENDMENT

AMENDMENT DESCRIPTION:

As part of the Seymour East Storm Water Facility, the City of Green Bay would like to evaluate additional stormwater management options, which includes other stakeholders (Bay Valley Foods LLC) and incorporates comments from City of Green Bay-Parks, Recreation, & Forestry staff at the May 11th, 2021, meeting. The purpose of this amendment is to assist the City with evaluating additional stormwater management concepts and additional alternate bid items requested by the Parks Department.

AMENDMENT SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope Of Services for this amendment:

- Review GIS based underground utility information provided by the City. Review CAD based underground utility information provided by Bay Valley Foods. These underground utilities (i.e. sanitary sewer, watermain, gas, electric, telephone, fiber optics, cable television) may influence the feasibility, construction schedule, or opinion of probable cost of the proposed stormwater improvements.
- Evaluate three (3) additional stormwater management options. Based on recent discussions with the City, we assumed the design will include a proposed storm sewer route from Howard Street, south through the Bay Valley Foods parking lot, and southeast into a wet detention pond.
- Provide a figure of the concepts and how they will function.
- Include in the construction plans, special provisions, and estimate, the following alternate bid items requested by the Parks Department: Landscaping in the swales, relocation of the basketball court, Gazebo, Butterfly Statues, and an open shelter with a green roof. We assume the Parks Department will provide details and locations of the above amenities.

AMENDMENT COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope Of Services described above for the following time and expense compensation: \$10,500

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PINE ACRES SUBDIVISION STORM WATER FACILITY OWNERSHIP

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF GREEN BAY AND TYCORE BUILT, LLC

This Memorandum of Understanding ("MOU") is made this ____ day of _____, 2014, by and between the City of Green Bay, Wisconsin ("City") and the TYCORE BUILT, LLC ("Developer").

WHEREAS:

1. The Developer subdivided a parcel of land within the City and caused a plat of subdivision to be created called Pine Acres Estates;
2. The Developer entered into a Development Agreement with the City to allow Developer to design and construct the necessary infrastructure to service the subdivision;
3. Part of the necessary infrastructure was to construct, vegetate and maintain a storm water management facility to control waster quantity flow rates and improve water quality of the runoff prior to leaving the new subdivision per the Developers Agreement and the City's Storm Water Management Municipal Code;
4. The Developer will have the native, prairie vegetation to be planted and maintained to develop an established vegetated area with limited weed and invasive plants;
5. The Developer desires that the City take ownership and maintenance responsibilities of the above mentioned storm water management facility;

NOW, THEREFORE, the City and Developer agree as follows, and it is understood that:

1. The Developer will execute the necessary Storm Water Maintenance Agreement for the Pine Acres Estate storm water facility;
2. Once the native, prairie vegetation has been planted and established with limited weeds and invasive plant species present, the City will accept dedication from the Developer of parcel 6H-4455 (Outlot 1) that contains the Pine Acres Estate storm water facility;
3. The City will then assume all future storm water facility maintenance obligations and responsibilities.

IN WITNESS WHEREOF, the City and Developer have caused this MOU to be signed and executed by its duly authorized representatives on the date set forth above.

CITY OF GREEN BAY

Steven Grenier, Director of Public Works

Matthew R Heckenlaible, Utility Manager

TYCORE BUILT, LLC

Wade T. Micoley

DRAFT



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # M.5

To hold the request by Department of Public Works to institute a service fee for collection of yard waste outside of City-wide curbside collection programs, until the September 28, 2022 Improvement & Services meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # M.6

To approve the request by Department of Public Works to enter into a Memorandum of Understanding with Tycore Built, LLC, the Developer of Pine Acres Estates subdivision on the City's west side, to take ownership of their storm water facility once the vegetation is established.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Memorandum of Understanding Ownership of Pine Acres Storm Water Facility 9012022

PINE ACRES ESTATES SUBDIVISION STORM WATER FACILITY OWNERSHIP

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF GREEN BAY AND TYCORE BUILT, LLC

This Memorandum of Understanding ("MOU") is made this ____ day of _____, 2022, by and between the City of Green Bay, Wisconsin ("City") and the TYCORE BUILT, LLC ("Developer").

WHEREAS:

1. The Developer subdivided a parcel of land within the City and caused a plat of subdivision to be created called Pine Acres Estates;
2. The Developer entered into a Development Agreement with the City to allow Developer to design and construct the necessary infrastructure to service the subdivision;
3. Part of the necessary infrastructure was to construct, vegetate and maintain a storm water management facility to control waster quantity flow rates and improve water quality of the runoff prior to leaving the new subdivision per the Developers Agreement and the City's Storm Water Management Municipal Code;
4. The Developer will have the native, prairie vegetation to be planted and maintained to develop an established vegetated area with limited weed and invasive plants;
5. The Developer desires that the City take ownership and maintenance responsibilities of the above mentioned storm water management facility;

NOW, THEREFORE, the City and Developer agree as follows, and it is understood that:

1. The Developer will execute the necessary Storm Water Maintenance Agreement for the Pine Acres Estate storm water facility;
2. Once the native, prairie vegetation has been planted and established with limited weeds and invasive plant species present, the City will accept dedication from the Developer of parcel 6H-4455 (Outlot 1) that contains the Pine Acres Estate storm water facility;
3. The City will then assume all future storm water facility maintenance obligations and responsibilities.

IN WITNESS WHEREOF, the City and Developer have caused this MOU to be signed and executed by its duly authorized representatives on the date set forth above.

CITY OF GREEN BAY

Eric Genrich, Mayor

Celestine Jeffreys, City Clerk

TYCORE BUILT, LLC

Wade T. Micoley



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # M.7

To approve the request by Department of Public Works to enter into a Professional Services Agreement with Duke's to provide Smoke Testing Services within the City's sanitary sewer system to investigate potential sources of inflow and infiltration (I/I).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Green Bay, WI Smoke Testing Quote Rev 09012022 (2)



Headquarters: 400 Airport Rd., Suite E. | Elgin, IL 60123

09 / 01 / 2022

Thomas Snyder
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

Project Name: Smoke Testing Service

Services	Price	UM	QTY	Subtotal
Smoke Testing Program Smoke Testing Program Includes: - Resident door tag (post and pull) - Police/fire coordination 2-3 operators, 1-2 blowers - NASSCO format - GPS points of defects - Geodatabase deliverables of all data and reports	\$0.90	LF	46331	\$41,697.90

Total \$41,697.90

Proposal pricing valid until July 31, 2023.

Sincerely,
Duke's Root Control, Inc.

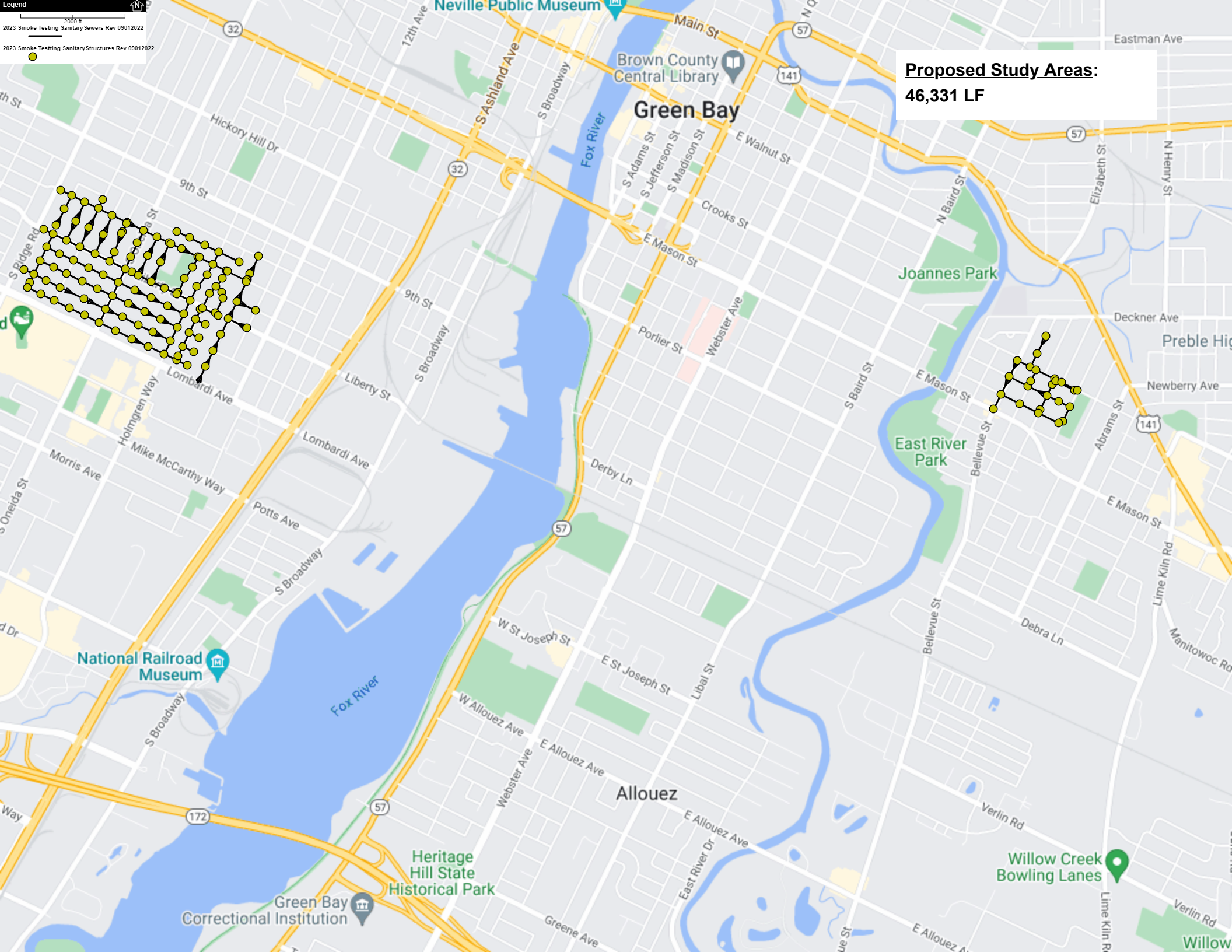
Pat Cahill
Midwest Regional Manager
708-790-2975
pcahill@dukes.com

We ask that our clients assist with structures that are not located or accessible while our crews are in the field in an effort to achieve full project completion. If assistance with access to structures cannot be completed within 24 hours after crews complete field work, a remobilization fee may be applied to complete remaining structures on the project.

Monthly progress billing will be based on field work completed to date. 10% of the item value will be withheld from billing until receipt and approval of final deliverables for the project. Any mobilization fees will be billed as they are incurred.

Notice regarding fuel surcharge:

We have tried to shield our customers for as long as possible to increased costs, however, due to the unprecedented volatility of the fuel market, Dukes has found it necessary to add a project fuel charge to your proposal. This fuel surcharge will only be assessed if necessary to cover the extraordinary extra fuel charges we are facing in the industry and we hope to be able to remove or reduce it once the fuel market stabilizes.



Smoke Testing - Scope of Services

Process

1. Receive and upload current GIS files for subject area
2. Perform smoke testing in accordance with the NASSCO performance specification guideline
3. Split up map and designate daily target areas. Approximate footage per day is 8,000LF - 10,000LF
4. Use one or two blowers per set up depending on footage, and a crew of 3-4 operators, with at least one operator on the job that is NASSCO certified for Manholes, Pipelines and Laterals with no more than 1,000LF segments tested at a time with one blower and 1,8000LF for two blowers.
5. Temporarily bag, plug or bypass necessary manholes to test segment area
6. During test, survey area by walking on resident property and observing proper venting, defects with laterals and clean outs and pipeline defects including storm basins. Walking through resident front and rear yards is required to properly canvas the subject area.
7. Identify all defects with white marking paint and/or flags for each observation. Pictures or videos will be taken for each observation and recorded in the database. Pictures will include unique defect ID, intensity of smoke observed, closest address of defect and shall be accompanied by a close up picture of the defect and a perspective photo of the location.
8. Record all defects in database format (.csv / .xls) and include .pdf reports in electronic, or upon request, paper format. Defect information in the database shall include: Date, Weather, Crew, Setup Number, Blower MH#1, Blower MH#2 (if applicable), manholes impacted by survey, Defect ID#, Type of Defect, Intensity of Defect, Observation Notes and Pictures/Videos. Customization of fields and attribute values available upon request (possible extra fee may apply – see quotation for any additional fees).
9. Upload all final data into interactive executive dashboard program. This program allows for custom filtering and printing of defects (see deliverables samples)

Included Services

GPS coordinates (centimeter accuracy with data correction services where available) and upon request and included in the scope of services proposal. If GPS is included in project, deliverables to include: GIS .GDB Geodatabase file of defect layer including pictures of defect tagged to Defect ID and PDF report link.

Integration Into Client Asset Management or Work Order System

When included in proposal, and when available, consultant to work with utility to define repair types and populate those into client's work order management system.

Smoke Testing - Scope of Services (continued)

Notification Services and Scope

Notification is the key to success with smoke testing. Allow us to handle the resident and utility notification so that everyone is in the know. Here is our process:

1. Provide sample public notification letters, social media copy and website copy. Provide access to our PSA video on smoke testing.
2. Provide notification to Police & Fire departments including sample of resident door tag, SDS sheet for the smoke, contact information for our field supervisor and call center team and provide them with a map of the area broken down by day.
3. Collect contact email addresses and send out daily notification emails with area for testing, and previous day resident issues (if any)
4. Establish call center for resident questions. Provide 24 hour mailbox to leave message and respond to calls next business day. ***Record all customer interactions in our GIS tool for final deliverable export to client.***
5. Print and post door tags in designated areas 2-3 days in advance of smoke testing. If smoke testing is scheduled to start on a Monday, door tags will be posted Thursday of the week prior to allow residents enough time to call with questions prior to testing. Remove any door tags still on doors after the test in the area that has been completed.
6. Post signs in the test area the morning of the smoke test. Place signs in obvious places such as the entrance and exit of neighborhoods and move signs around the test area so that the program is obvious to the residents in the area.

Responsibilities of Consultant	Responsibilities of Client
1. Provide all necessary crew and equipment to complete the project 2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests. 3. Ensure that all vehicles are properly marked and have adequate safety lighting 4. Act in a polite, professional manner at all times and especially when dealing with the public 5. Report any severe observations to the point person from the client's office assigned to this project.	1. Provide contractor with all electronic data to successfully complete the project (see data requirements page) 2. Assist contractor with public issues or concerns 3. Acknowledge that consultant will not enter any resident home with concerns from smoke testing. Consultant will refer resident to contact point of contact at utility. Utility staff does not need to be present during test but person should be available to contact in case of resident issue. 4. Provide consultant with any informational pieces to leave with resident explaining process and remedies to defects noted on property (sample template provided upon request)

Smoke Testing Deliverables



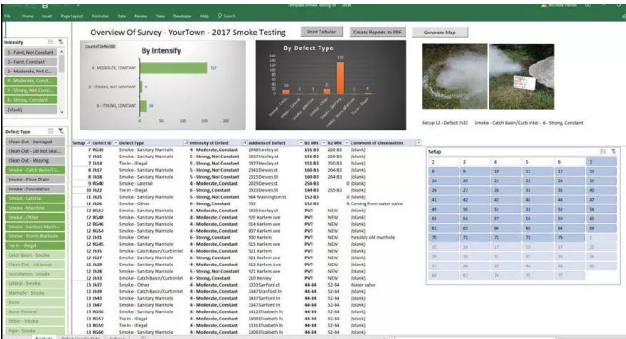
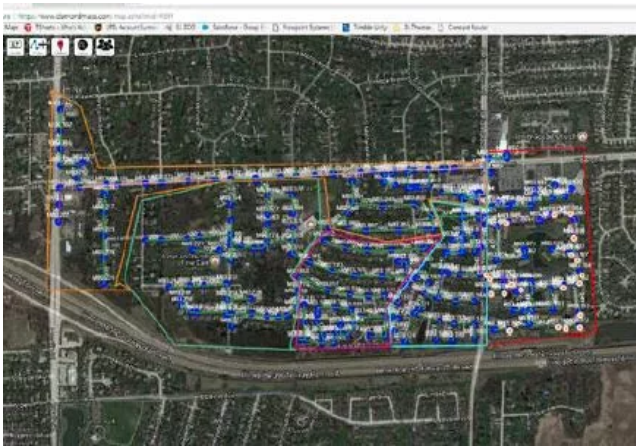
Smoke Testing Report

We record key fields including manholes tested in the line segment, type of defect, intensity and location of defect. All defects are recorded with pictures or videos and presented in report format. GPS coordinates of each defect are captured and mapped to the defect pictures.



GIS Integration and Progress Map

We upload your project information and update it in real time throughout the project and grant access to key departments such as Fire and Police. After field work is complete we upload the defect data and pictures and package it in a Geodatabase for your use in correcting the problems in the system.



Smoke Testing Analysis Program

Our analytics program allows you to custom sort and filter based on defects. You can export filtered data in a variety of formats including .PDF, .CSV and .SHP. You can print summary and detail reports from this tool as well, making it a powerful deliverable to your utility.



Thomas Snyder
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

Data Share Authorization Request

Type of Sharing Request:	☐ Reference	☐ GIS	☐ Printed Reports	☐ Full Deliverables*
Time of Share:	☐ Single Use Party of Sharing to: [Sharing Party] ☐ Unlimited Use			
Time Period:	Expiration Date: [Expiration Date] ☐ No Expiration date			

*Full Deliverables includes Work Files

CLIENT NOTES OR EXCEPTIONS

DUKES NOTES OR EXCEPTIONS

Sincerely,
Duke's Root Control, Inc.

Christina Urbina
Title:

Date:

Approved By:
City of Green Bay

Thomas Snyder
Title:

Date:



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # M.8

To approve the Report of the Purchasing Agent to award the purchase of a Graco Walk Behind Paint Sprayer to TAPCO in the amount of \$29,570.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Copy of RFQ #2022-47-I Quote Summary

CITY OF GREEN BAY BID SUMMARY
2022-47 Walk Behind Paint Striper

DEPT: DPW DS Planholders: 5 Vendors ISSUED: 8/29/22			REQ # CC# 765-72 DUE: 9/8/22	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4
				TAPCO	CHAVES BROTHERS MANAGEMENT LLC	SHERWIN INDUSTRIES	COMMUNICATION S
				Brown Deer WI	Boca Raton FL	Milwaukee WI	Totowa NJ
QTY	UNIT	DESCRIPTION		PRICE	PRICE	PRICE	PRICE
1	EA	Walk Behind Line Striper Dual Gun (Graco V200-MA 17Y512) or equal		\$ 29,570.00	\$ 31,450.00	\$ 31,617.50	\$ 35,949.99
LEAD TIME:				30 Days	90 Days	3 Weeks	30 Days
PAYMENT TERMS:				Net 30	0.5% Net 7	Net 30	Net 30
COMPANY ACCEPTS P-CARD PAYMENTS:				Yes	No	No	No
BID COMPLIANT:							



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # M.9

To receive and place on file the non-award of contract GBPD 2-22 SECURITY FENCE.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Results-GBPD 2-22 SECURITY FENCE

GBPD 2-22 SECURITY FENCE

Quest Number: 8262416

Closing Date: Tue, 08/23/2022 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:	Kayla Wasielewski
Email:	kayla.wasielewski@greenbaywi.gov
Phone:	920-448-3134
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Milbach Construction Services, Co.	Mike Milbach	920-993-0735	milbconst@aol.com	\$ 465,537.10		



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # M.10

To approve the award of the following contracts:

A. GBPD I-22 POLICE STATION REROOF (base bid) to Crafts, Inc. in the amount of \$110,081

B. SEWERS 3-22 STORM LIFT STATION I I0 REPAIRS to McMullen & Pitz Construction Co. in the amount of \$257,800

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Comparison PUBLIC
2. QUESTCDN_Project Bid Results-SEWERS 3-22 STORM LIFT STATION I I0 REPAIRS



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

PROJECT #:

FUNDING #:

DATE: July 19, 2022

BID COMPARISON

CONTRACT: GBPD 1-22 Police Station Reroof

ITEM NO.	DESCRIPTION	Quantity	UNIT	Crafts, Inc.		Northern Metal & Roofing, Inc		Top Roofing	
				UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
1.00	Base Bid - Area A	1	LS	\$110,081.00	\$110,081.00	\$130,205.00	\$130,205.00	\$170,000.00	\$170,000.00
BASE BID TOTALS:					\$110,081.00		\$130,205.00		\$170,000.00
2.00	Alternate Bid - Areas B, B1, and B2	1	LS	\$222,391.00	\$222,391.00	\$255,220.00	\$255,220.00	\$250,000.00	\$250,000.00
BASE BID + ALTERNATE TOTALS:					\$332,472.00		\$385,425.00		\$420,000.00

SEWERS 3-22 STORM LIFT STATION 110 REPAIR

Quest Number: 8285406

Closing Date: Tue, 09/13/2022 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:	Chuck Yang
Email:	chuck.yang@greenbaywi.gov
Phone:	920-448-9971
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
McMullen & Pitz Construction Co	Ted Jennejohn	920-682-0131	ted@mcpitz.net	\$ 257,800.00		
Advance Construction Inc.	Paul Kultgen	920-434-3978	pkultgen@advconst.net	\$ 568,959.00		



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # M.II

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Spencer Concrete
- b. Highway Landscapers Inc.
- c. Paul Conard Construction Co., Inc.

2. Tree & Brush Trimmer

- a. Highway Landscapers Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # N.1

To grant a waiver in the 60-day opening date requirement and approve an available "Class B" Liquor and Class "B" license by 1001 Club LLC at 1001 Main St. with a license premises description as "10,046 SQ FT/2-STORY BLDG/DINING RM/BAR AREA/KITCHEN/KITCHEN STORAGE/CATERING KITCHEN, with the approval of the proper authorities (Anticipated opening date November 30, 2022).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. STIPULATION AGREEMENT.CARLSONC.374
2. ORG APPLICATION
3. 1001 CLUB LLC CHECKLIST
4. anticipated opening 11.30.2022



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # N.2

To approve an available "Class B" Liquor and Class "B" Beer license for Catering With Taste, Inc. at 618 Gray St. with a license premises description as "CATERING BUILDING-PREP, MEETING&SPECIAL EVENTS. EVENT SPACE THAT SERVES FOOD & ALCOHOL," with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. LICENSE STIPULATION.ROBINSOND.558
2. 618 GRAY ST ORG APP



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # N.3

To grant a request by Cole J Ductan at 126 S. Broadway to extend the issuance of his available "Class B" License to end of October due to unanticipated delays (License granted by Council on 5/3/2022 and extension granted at the 6/28/22 Council Meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 126 S BROADWAY BAY BURGER EXTENSION REQUEST



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # N.4

To grant a request by Taqueria Maldonado's Main Street LLC at 400 Schoen St. to extend the issuance of their renewal liquor license to the end of November 2022 due to unanticipated construction delays (license was renewed for the 2022-2023 license year).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 400 Schoen Request

8-24-2022

Regarding The Razz Ma Tazz at 400 Schoen St.
still under construction planning to be open end of November
30th

Joey Maldonado





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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # N.5

To grant an appeal by Krystal Rein regarding the denial of her operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 20220901_142807
2. Krystal Rein Appeal
3. DOC-0048 Discharge Certificate - PROCESSED - TASSOUL, KRYSTAL - 632608 - 01
4. Krystal Rein OPR License Application & PD Letter
5. presencerequestedsent9.7.2022



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # N.6

To refer to the Legal Department and seek input from the Humane Officer a request by Ald. Morgan (District 3), on behalf of constituent Dan Theno, to amend ordinance 6.335 (2) to allow residents to keep up to 5 hens, not including replacement pullets.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-09-12 Dist 3 to P and P

From: noreply@civicplus.com
To: [Celestine Jeffreys](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Thursday, September 8, 2022 9:03:40 PM

Alders' Petitions and Communications

Name	William Morgan
Committee Name	Protection and Policy Committee
Text of Communication	I am asking to amend ordinance 6.335 (2) to allow residents to keep up to 5 hens, not including replacement pullets.. I am requesting this for one of my Constituents, Dan Theno of 621 Schwartz St. Green Bay, WI. who also is a Brown County Supervisor. If this is put on the agenda. Mr. Theno would like to speak on it's value. Bill Morgan, District 3 Alderman

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



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # N.7

Informational Only: To receive and place on file The Clerk's Office Liquor Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 09.07.2022 CLERK'S OFFICE LIQUOR LICENSING REPORT

**Licenses Granted By Common Council, but not yet
Issued as of (9/7/2022):**

COMPANY NAME	TRADE NAME	ADDRESS	TYPE	APPROVER	LICENSE GRANTED
COLE J DUCTAN	BAY AREA BURGER CO	126 S BROADWAY	"Class B" Liquor & Class "B" Beer License	Inspections	5/3/2022 (Council Granted Extension on 6/28/2022 to anticipated opening date of mid-August). On 9/12 agenda for review.
That 70's Bar LLC	That 70's Bar	124 S. Broadway	"Class B" Liquor & Class "B" Beer License	Inspections	6/28/2022
Confetti's, Inc. (Renewal)	Confetti's	217 E. Walnut St.	"Class B" Liquor & Class "B" Beer License	Inspections	License Start Date of 7/1/2022
Mai See Vue	The Egg Roll Food Truck Group	114 S. Broadway	"Class B" Liquor & Class "B" Beer License	Inspections	8/2/2022
Taqueria Maldonado's Main Street LLC (Renewal)	The Razz by Maldonado's	400 Schoen St.	"Class B" Liquor & Class "B" Beer License	Inspections	License Start Date of 7/1/2022
Renee Dawn Duffeck	R&T's Pub	1699 E. Mason St.	"Class B" Liquor & Class "B" Beer License	Inspections	8/30/2022
Burritos Mexico LLC	Burritos Mexico	113 S Military Ave	"Class B" Liquor & Class "B" Beer License	Inspections	8/30/2022

Summary of Licenses Granted and Issued for Available Liquor Licenses:

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

The City of Green Bay issued 161 of the 172 available Class B Combination Liquor and Beer licenses.

The City granted 7 licenses that have not yet been issued (see page 1). There are 2 pending applications.

As of September 7, The Clerk's Office can take up to 2 more applications for available liquor licenses.

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

Liquor License Checklist:

(<https://greenbaywi.gov/264/Liquor-Sales---New-Establishments>)

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

Summary of Licenses Granted and Issued for Reserve Liquor Licenses:

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

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

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



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

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # N.8

Informational Only: To receive and place on file the Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report September 12 2022
2. 22LiqVio

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: September 12, 2022

From August 22, 2022, to September 12, 2022, there have been no liquor violations, no DA referrals, no ordinance violations and no property referrals.

Sincerely,

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

sp

2022 LIQUOR VIOLATIONS

[illegible]

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

September 20, 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

Ayer, Bhuwaneshwari
Balatgek, Shelby L
Barnes, Jamie L
Berg, Jonathon T
Bist, Birendra Bahadur
Boney, Natalie G
Brackett, Patricia
Budde, Joseph L
Clanton, Jonice BA
Frantz, Erica F
Geiger, Nicholas M
Grady, Jeniffer L
Hanson, Heather K
Hearden, Zachary T
Heezen, Christina M
Hickman, Stormy B
Litkey, Aysia A
Little, Amber L
Magee, Kennedy J
Mc Hie, Lavette R
Nichols, Natalie R
Prevost, Laura J
Reese, Jacob E
Robinson, Shequel E
Sanapaw, Misty D
Washington, Megan L
Williquette, Dylan T
Witt, Kyle J
Zimmer, Steve D



Report to the Green Bay Plan Commission

MEETING DATE

September 20, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # P.1

To update the Planning Division Fee Schedule.

BACKGROUND

As a part of the 2023 budget process, staff has reviewed the City's fee schedule and is recommending several updates to the schedule. The last update of these fees appears to be in 2006.

The primary criteria used to review these fees were as follows:

- Determining a reasonable amount that would cover a fair portion of the cost of staff time related to processing the various applications reviewed by the Department, costs of publication of required notices (\$50) for appropriate applications, and cost of posting of notice signs at project locations (\$25).
- Evaluating the fee by comparing the fee amount to immediately neighboring municipalities as well as those more similar to Green Bay in size. Depending on the specific fees, comparable communities include Appleton, Ashwaubenon, De Pere, Howard, Manitowoc, and Oshkosh. The objective was to remain at or near the average fee of this group if feasible.
- Identifying any statutory or other legal limits for establishing a particular fee.

The following table of fees is being provided to the Plan Commission for their review and comment. Proposed changes are highlighted and will be discussed at the meeting. Any comments will be included as part of the overall update to the City's fee schedule.

Specific changes are highlighted in the attached memo.

RECOMMENDATION

Approval of the amendments to the City fee schedule for planning and zoning items as presented.

FISCAL IMPACT

The increase in fees will generally cover the costs of public notice requirements and signage, while largely remaining in the same fee level as comparable communities.

ATTACHMENTS

- I. 081822 PC Memo on Fee Changes



City of Green Bay
Department of Community and Economic Development

MEMORANDUM

TO: City of Green Bay Plan Commission

CC: Logan Wood, Attorney
Cheryl Renier-Wigg, Deputy Director
David Buck, Principal Planner
Jon LeRoy, Zoning Administrator
Stephanie Hummel, Planner II
Madison Smith, Planner I

FROM: Neil Stechschulte, Community & Economic Development Director

RE: Recommended Planning and Zoning Fee Changes

DATE: August 18, 2022

As a part of the 2023 budget process, staff has reviewed the City's fee schedule and is recommending several updates to the schedule. The last update of these fees appears to be in 2006.

The primary criteria used to review these fees were as follows:

- Determining a reasonable amount that would cover a fair portion of the cost of staff time related to processing the various applications reviewed by the Department, costs of publication of required notices (\$50) for appropriate applications, and cost of posting of notice signs at project locations (\$25).
- Evaluating the fee by comparing the fee amount to immediately neighboring municipalities as well as those more similar to Green Bay in size. Depending on the specific fees, comparable communities included Appleton, Ashwaubenon, DePere, Howard, Manitowoc, and Oshkosh. The objective was to remain at or near the average fee of this group if feasible.
- Identifying any statutory or other legal limits to establishing a particular fee.

The following table of fees is being provided to the Plan Commission for their review and comment. Proposed changes are highlighted and will be discussed at the meeting. Any comments will be included as part of the overall update to the City's fee schedule. Please let staff know if you have any questions or concerns regarding the proposed changes.

**CITY OF GREEN BAY DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
PLANNING FEE UPDATE PROPOSAL 2022**

The following are a list of collected fees by the city for various actions and permits of city actions performed by planning staff. Staff was asked to review existing fees and compare them to neighboring communities and other larger cities in northeastern Wisconsin, workload, and publication fees.

<u>Action/Permit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Rezone property	\$300.00	\$375.00
Conditional Use and CUP Amendment	\$300.00	\$375.00
PUD and PUD Amendments	\$350.00	\$425.00
Subdivision Plat – Preliminary	\$150.00 + 35.00 per Lot/Outlot	\$150.00 + 35.00 per Lot/Outlot
Subdivision Plat – Final	\$100.00	\$150.00
Condominium Plat – Preliminary	\$150.00 + 35.00 per Lot/Outlot	\$250.00 + 35.00 per Lot/Outlot
Condominium Plat – Final	\$100.00	\$150.00
Certified Survey Map	\$150.00	\$250.00
Subdivision/CSM Variance	\$150.00	\$150.00
Postponement of Development Fees	\$100.00	\$100.00
Development District Map Amendment	\$200.00	\$200.00
Official Map Amendment	\$200.00	\$200.00
Discontinue a Public Utility Easement	\$200.00	\$200.00
Declare City Property “City Surplus”	\$200.00	\$200.00
Street Name Change	\$200.00	\$200.00
Vacate a Street/Alley/Pedestrian Way	\$200.00	\$300.00
Comprehensive Plan Amendment	\$200.00	\$275.00
Sign (Permanent)	\$30 plus \$0.30/ sq. ft.	\$40 plus \$0.50/ sq. ft.
Sign (Temporary)	\$30 each period of time	\$40 each period of time
Floodplain Determination Letter/Certificate	\$10.00	\$50.00
Zoning Certificate – Initial	\$50.00	\$50.00
Zoning Certificate – Reprint	\$10.00	\$0.00

(Continued)

<u>Action/Permit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Board of Appeals	\$75 Residential \$150 All Other	\$125 Residential \$250 All Other
Land Use Permit	\$0.00	\$50.00
Short Term Rental	\$100.00 Initial \$100.00 Annual Renewal	\$500.00 Initial \$250.00 Annual Renewal
Temporary Use Permit	\$0.00	\$25.00
Home Occupation	\$0.00	\$25.00 Initial \$10.00 Annual Renewal
Cell Tower	\$300.00	\$500.00 Buildings and Colocations \$1000.00 New Towers
Annexation	\$0.00	\$150.00



Report to the Green Bay Plan Commission

MEETING DATE

September 20, 2022

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # P.2

To approve the request to rezone the eastern portion of parcels 21-126-7-1, 21-127-3, 21-127-9; at 919-1001 Auto Plaza Drive, from R-1 Low-Density Residential District and C1 General Commercial to C2 Highway Commercial, subject to site plan review by staff. (Public Hearing held 09/12/2022)

BACKGROUND

Primary Address: 919-1001 Auto Plaza Drive

Aldersperson/District: Ald. Bill Morgan / District 3

Reason for Request: To create a single property zoning for three Gandrud parcels on the east side of Auto Plaza Drive for the purpose of allowing C2 permitted uses upon the entire property.

Surrounding Zoning and Land Uses:

SUBJECT: General Commercial (C1) - Auto sales and repair
Highway Commercial (C2)
Low-Density Residential District (R-1)

NORTH: General Commercial (C1) - Retail shopping center

SOUTH: Office/Residential (OR) - Conservancy

EAST: Office/Residential (OR) - Residential

WEST: Office/Residential (OR) - Auto sales and repair

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for commercial land uses, which includes businesses providing retail trade or services for individuals or businesses.

Consistency Analysis: A rezone request to change the lands to all commercial uses is applicable within the comprehensive plan. The request would eliminate split-zoning of the three lots to combine a single zoning designation consistent with the comprehensive plan. Staff prefers parcels having a singular zoning designation.

Report: The subject property, consisting of 3 parcels located along 919-1001 Auto Plaza Way are currently zoned C1, C2, and R1. Applicant requests to change the parcels to a single C2 District. The majority of the site is zoned C2 currently.

Gandrud Ivan Chevrolet Inc. owns all three (3) parcels. The property is used for auto sales and automotive repair. The eastern portion of the property is an open field. Gandrud is seeking a rezone to allow for further development of its 21.63 acre property. If a rezone is granted, Gandrud can pursue development under the principal uses set forth in the C2 district and will be held to the Site Plan Review. Gandrud would be permitted to build any building improvements which must be a minimum of 25 ft. from the neighboring residential properties.

In the past, a process termed 'split/spite-zoning' was used as a way to separate residential from commercial

uses due to a lack of defined minimum buffering between commercial and residential spaces. This would create more than one zoning for a parcel. Recently, regulations set forth in Article XIX alleviate the lack of defined minimum buffering between commercial and residential uses. Properties, such as Gandrud, with multiple zoning districts are a relic of the spite zoning past. The comprehensive plan calls for commercial use throughout the Gandrud properties. Staff believes a single commercial zone is appropriate for the parcel. The majority of the site is C2.

Staff is in support of the rezone for the eastern portion of the parcels from C1 and R1 to C2. This will bring the entire property and use under a single C2 District. A conceptual site plan is included with the request to show the intention of Gandrud for future redevelopment of the site.

Ald. Bill Morgan and property owners within 400 ft. have been notified of the request. As of the drafting of this report, staff has fielded a handful of questions from over 175 notices which were mailed to the public. Additionally, a neighborhood meeting was held on August 22, 2022, regarding the request. Representatives from Gandrud met with neighbors. About seven (7) neighbors attended. A general overview was presented by the Gandrud team. Most conversations were one on one discussions amongst neighbors and Gandrud staff. Staff has not received support or objection to the request.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

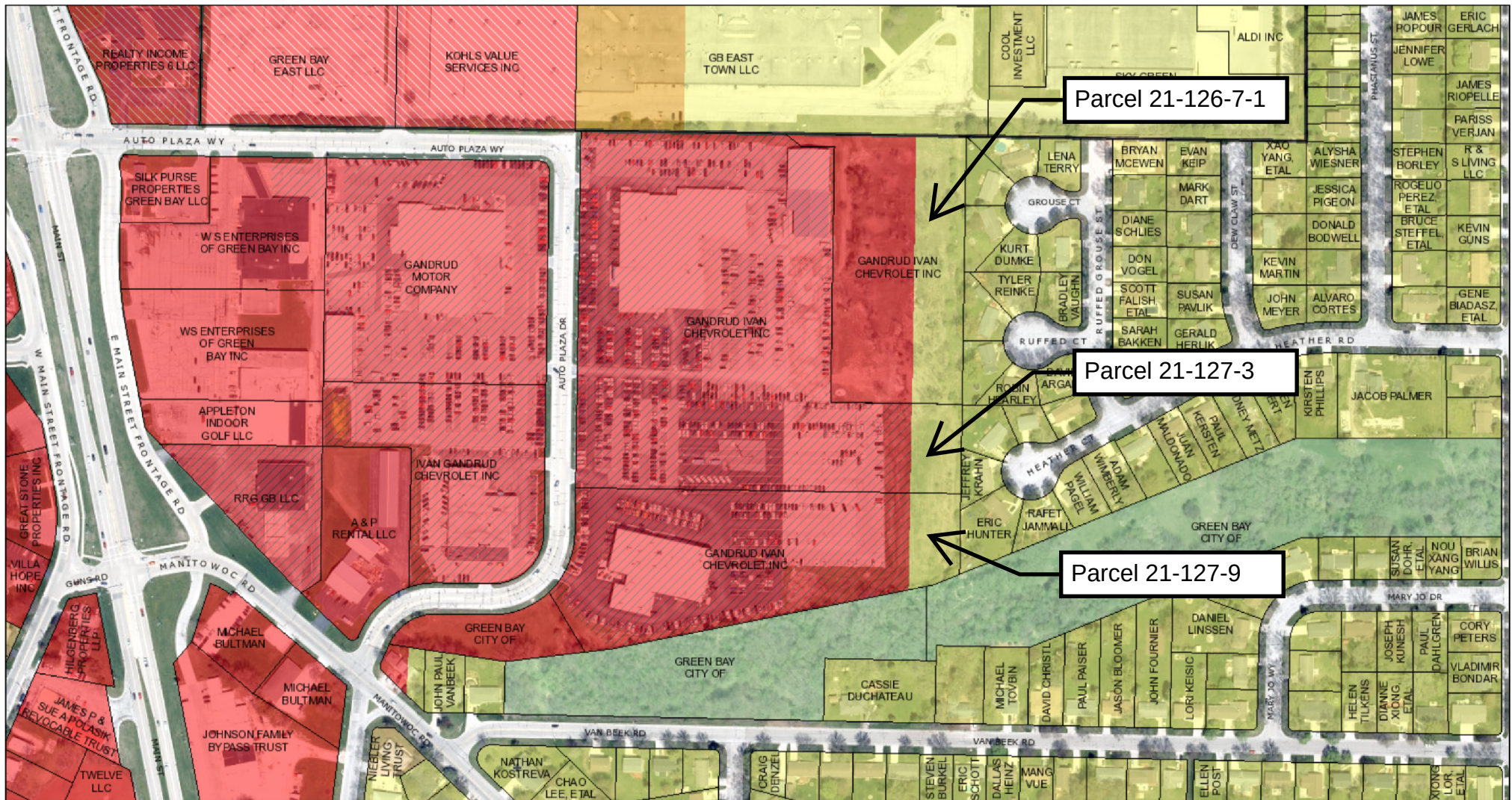
ATTACHMENTS

1. ZP 22-29 PROJECT NARRATIVE
2. ZP 22-29 Rezone Map
3. ZP 22-29 Map Color
4. ZP 22-29 Site Layout Concept
5. ZP 22-29 Legal Description

PROJECT NARRATIVE

Gandrud Ivan Chevrolet, Inc. is proposing to rezone a portion of their property on Parcels 21-126-7-1, 21-127-3, and 21-127-9 to C-2. The proposed zoning abuts a residential district, and the proper buffer zone will be constructed to meet all City of Green Bay requirements. A neighborhood meeting will be held on 8/22/22 for the surrounding neighbors within 400' of the rezone request to introduce the concept plan and receive feedback on the best way to keep neighbors supportive of the proposed project. Maps and legal descriptions of the proposed rezoned area are attached.

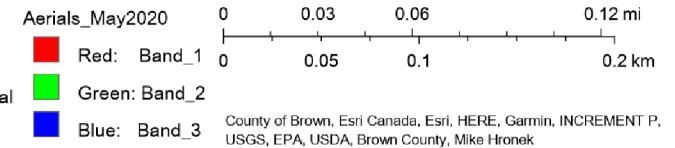
City of Green Bay Web Map

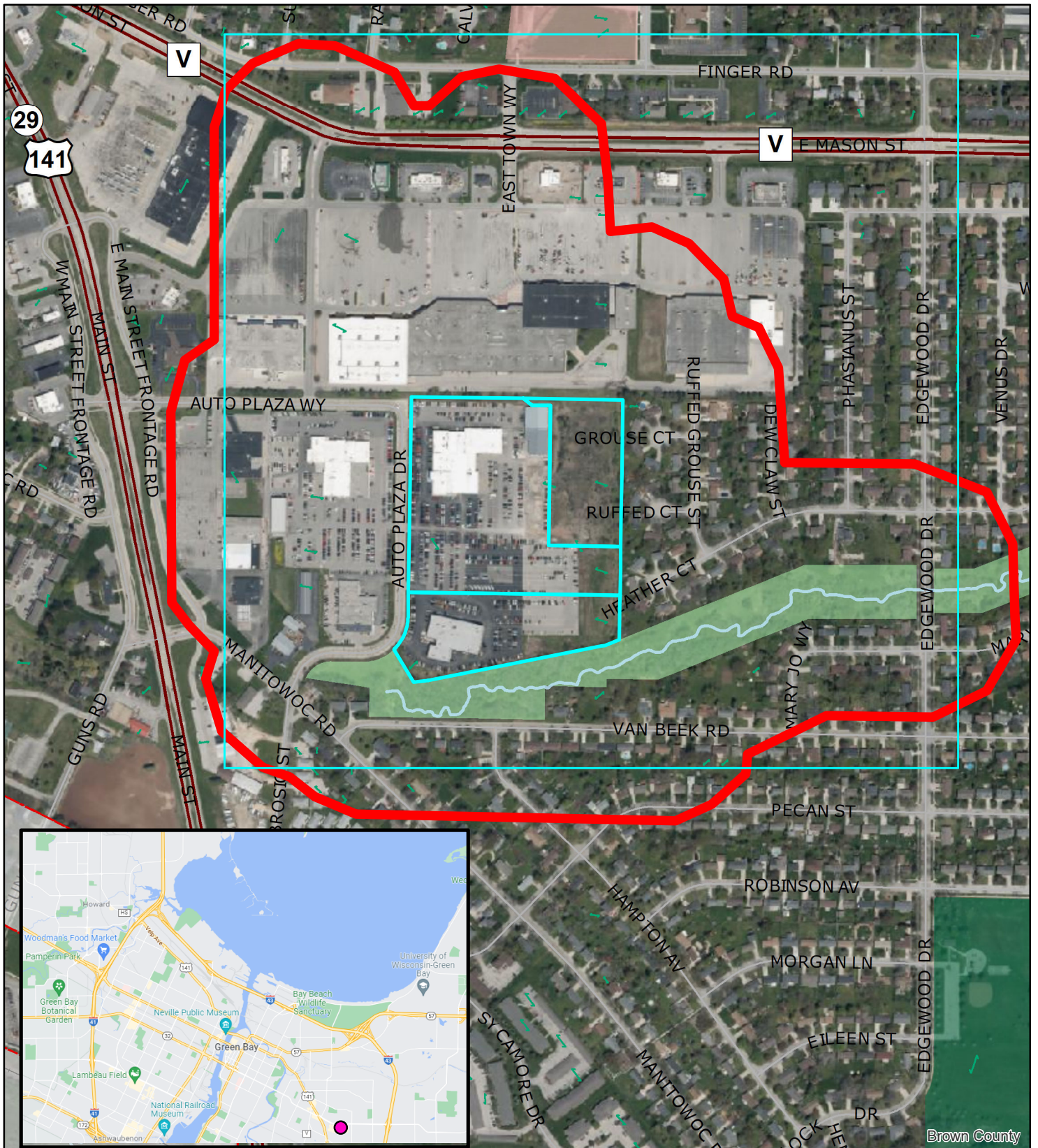


8/17/2021, 3:01:11 PM

- | | | |
|------------------------|---------------------------------------|---|
| parcels | R1 - Low Density Residential-New Lots | C2 - Commercial Two |
| Green Bay | R2 - Medium Density Residential | C3 - Commercial Three |
| Green Bay | R3 - Varied Density Residential | D1 - Downtown One |
| Owner Names | OR - Office Residential | D2 - Downtown Two |
| Zoning | NC - Neighborhood Commercial | G1 - General Industry |
| RR - Rural Residential | C1 - Commercial One | S-RLI - Special District Light Industry |

- | |
|--------------------------------------|
| LI - Light Industry |
| BP - Business Park |
| PI - Public Property / Institutional |
| CON - Conservancy |
| Overlay Zoning |
| Conditional Uses |





(ZP 22-29) Zoning Petition Rezone 919 Auto Plaza Drive

0 155 310 620 Feet

Parcel

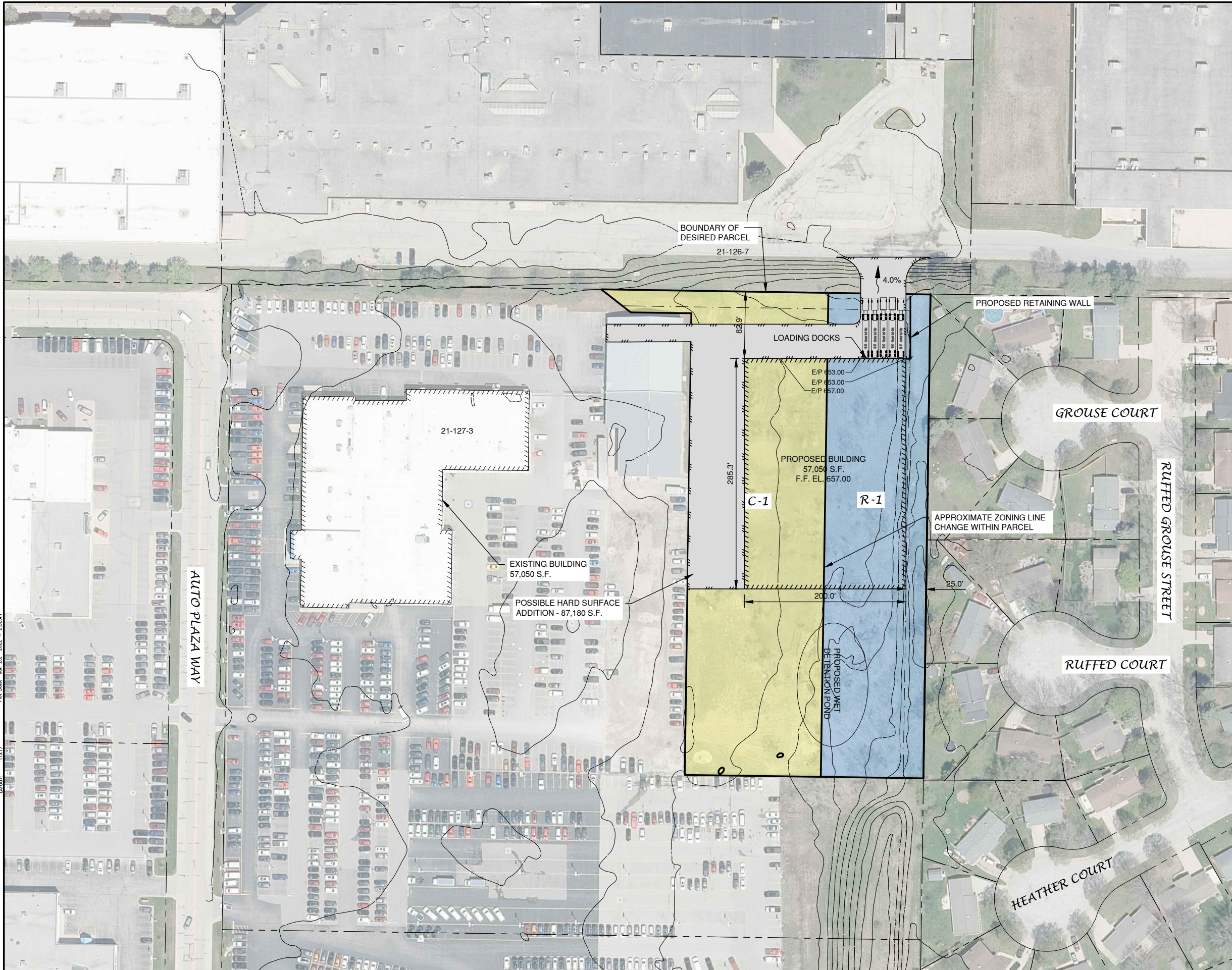
Notification Area
400'

Parcel Number(s):
21-126-7-1
21-127-3
21-127-9

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. JL

File: R:\2000\2023\20230329\20230329_Visit_Site_Option_1.dwg
Plot Date: Sun 23, 2023 - 2:23pm

11x17
Landscape

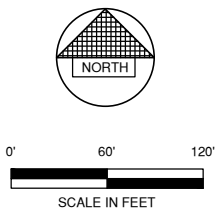


PARCEL NO.
21-126-7

ZONING
PARCEL IS A MIX OF ZONING
WEST HALF = C1 COMMERCIAL ONE
EAST HALF = R-1 LOW DENSITY RESIDENTIAL - NEW LOTS

C-1
80% MAX IMP. COVERAGE
FRONT- 15'
SIDE- 6'
REAR- 6'

R-1
FRONT- 15'
SIDE- 6' OR 8' (6' SINGLE STORY, 8' TWO STORY)
REAR- 25'



NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN BLT
								CHECKED JGS
								DESIGNED BLT

SITE REVIEW FOR
BAYLAND BUILDINGS, INC
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

PRELIMINARY SITE - OPTION 1

DATE
09/20/2020
FILE
SITE OPTION 1
JOB NO.
2023000

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

SHEET NO.
1

LEGAL DESCRIPTIONS

Parcel 21-127-9

The east 116.00 feet of Lot 2, Volume 12 of Certified Survey Maps, Page 341, Map Number 2907, Document Number 1049138, being part of Government Lot 2 and part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

Parcel 21-127-3

The east 116.00 feet of Lot 3, Volume 12 of Certified Survey Maps, Page 341, Map Number 2907, Document Number 1049138, being part of Government Lot 2 and part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

Parcel 21-126-7-1

Part of Parcel 2, Volume 4 of Certified Survey Maps, Page 523, Map Number 1253, Document Number 783549, being part of Government Lot 2 and part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin more fully described as follows:

Commencing at the Northeast corner of said Parcel 2, Volume 4 of Certified Survey Maps, page 523, being the point of beginning; thence North $89^{\circ}24'00''$ West, 407.50 feet on the North line of said Parcel 2; thence South $52^{\circ}16'59''$ East, 46.40 feet; thence South $89^{\circ}24'00''$ East, 75.00 feet; thence South $00^{\circ}36'00''$ West, 572.00 feet; thence South $89^{\circ}24'00''$ East, 295.50 feet to the East line of said Parcel 2; thence North $00^{\circ}36'00''$ East along said East line, 600.00 feet to the point of beginning.



Report to the Green Bay Plan Commission

MEETING DATE

September 20, 2022

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # P.3

To approve the request to authorize a Conditional Use Permit (CUP) for a single family dwelling in an Office/Residential (OR) District at 1308 E. Walnut Street (Parcel 14-244), subject to the following conditions of the draft Conditional Use Permit (CUP) amendment:

- a. The Green Bay Redevelopment Authority approved the sale of parcel 14-244 to Sherrelle Schmidt of Freedom Enterprises for the purpose of building a single-family residence.
- b. Subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit. (Public Hearing held 09/12/2022)

BACKGROUND

Primary Address: 1308 E. Walnut Street

Aldersperson/District: Ald. Bill Galvin / District 4

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) - A single-family and two-family dwelling

SOUTH: Office/Residential (OR) - Single-family dwelling

EAST: Office/Residential (OR) - Single-family dwelling

WEST: Office/Residential (OR) - A single-family and two-family dwelling

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Low Density Housing. The Low Density Housing category includes single-family housing.

Consistency Analysis: While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit 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, 1308 E. Walnut Street, is an infill lot located at the southeast corner of East Walnut and Irwin Avenue. The parcel is in total 0.21 acres / 9,030 sq. ft. The approval of the request would allow for the construction of a single-family dwelling.

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

- (1) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
- (2) The establishment of the conditional use will not impede the normal and orderly development and

improvement of the surrounding property for uses permitted in the district.

(3) The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.

(4) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

(5) Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.

(6) 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.

This parcel has changed over the past decade. The 0.21 acre corner lot was two parcels, with two different homes. Each of the former homes was razed and the parcels were combined to form one larger parcel for redevelopment. Sherrelle Schmidt is proposing a single-family development on the parcel. This proposal would move an existing home from 1020 Chicago Street which will become displaced as the Saint Paul Lutheran Church commences its expansion on their campus. This proposal meets the Comprehensive Plan future land uses and fits within the collage of varied-density residential homes along E. Walnut east of Webster Avenue.

A basic site plan has been submitted with this request for the property. Any new construction is subject to existing zoning standards. In particular, Zoning Ordinance Section 44-620 requires front yard setbacks within infill lots to be equal to the average of the existing structures, except that any structure which is setback 20 percent more or less than the average may be discounted. Additionally, with corner properties, the side façade of a corner building adjoining a public street shall maintain the front setback of the adjacent property. A formal site plan submitted to the Department of Community and Economic Development will need to reflect such setbacks and meet code.

The property is currently owned by the Green Bay Redevelopment Authority (RDA). As such, the RDA and Sherelle Schmidt of Freedom Enterprises must agree upon terms enacted by the RDA to continue the transaction and building of a home on the site. Along with this CUP and the standard site plan review, staff requested the following conditions for approval of this request:

1) The Green Bay Redevelopment Authority approved the sale of parcel 14-244 to Sherrelle Schmidt of Freedom Enterprises for the purpose of building a single-family residence.

Planning staff recommends approval of the request and believes this request meets the above standards in keeping with surrounding land uses. Ald. B. Galvin 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

Approval of the request, subject to the following conditions of the draft Conditional Use Permit (CUP) amendment:

1) The Green Bay Redevelopment Authority approved the sale of parcel 14-244 to Sherrelle Schmidt of Freedom Enterprises for the purpose of building a single-family residence.

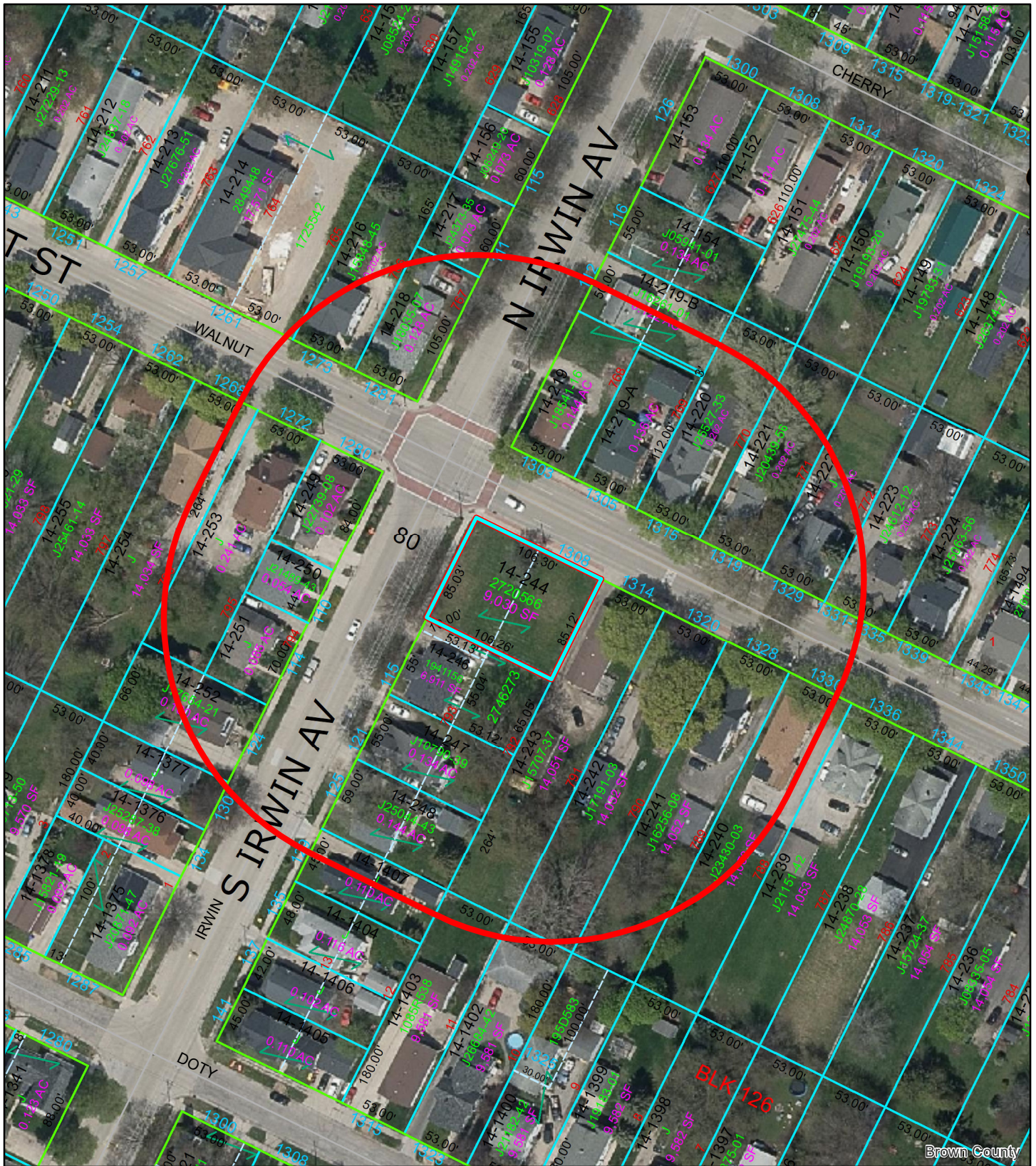
2) Subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

FISCAL IMPACT

ATTACHMENTS

I. ZP 22-30 Map

2. ZP 22-30 Project Narrative
3. ZP 22-30 Front of House Image
4. ZP 22-30 Garage Image
5. ZP 22-30 Conceptual Layout
6. ZP 22-30 Provided Legal Description



Brown County



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(ZP 22-30) Conditional Use Permit 1308 East Walnut St

0 25 50 100 Feet



 1308 E Walnut Street

 200-ft. Notification Area

August 16, 2022

To: Green Bay Planning Commission

From: Freedom Enterprises
Sherrelle Schmidt, Owner
1216 Crooks St
Green Bay, WI 54301

Re: Property Narrative for 1308 E. Walnut St. Green Bay

This narrative is concerning the vacant lot, which is overseen by the Redevelopment Authority, located at 1308 E. Walnut St., in the city of Green Bay.

The intention for this lot is to construct a basement, and flatwork for a driveway, and a pad for a garage. Then there will be a stone house moved to the site and placed on the constructed foundation. The house is currently located at 1020 Chicago St, and will be moved by a professional house mover and relocated to the Walnut St. lot. A professional site plan will be drawn up and presented at the proper time. Photos are also enclosed.

The timeline will be approximately 6-12 months from approval.







55'-0"

55'-0"

49'-10³/₁₆"

24'-0"

4'-5⁷/₁₆"

24'-0"

34'-0"

14'-9¹⁵/₁₆"

85'-0"

1308 E Walnut St



August 16, 2022

1308 E. Walnut St.
Green Bay, WI 54301

Legal Description:

**0.207 AC M/L PLAT OF NAVARINO N 150 FT OF LOT 792 & N 95 FT OF LOT 793 EX
2746273**



Report to the Green Bay Plan Commission

MEETING DATE

September 20, 2022

PREPARED BY

Madison Smith

AGENDA ITEM # P.4

To rezone 2560 University Avenue from Neighborhood Commercial District (NC) to the General Commercial District (CI), for parcel 21-14249-1 with the intention that parcels 21-1247-1 and 21-1249-1-3 be rezoned in the future and not contingent on this request. (Public Hearing held 09/12/22)

BACKGROUND

Address of Request: 2560 University Ave

Aldersperson/District: Ald. Craig Stevens / District 5

Reason for Request: The intent to rezone Neighborhood Commercial District (NC) to General Commercial (CI) to allow Gentle Vet to expand.

Surrounding Zoning and Land Uses:

SUBJECT: Neighborhood Commercial (NC)

NORTH: Residential (R3) - Varied Residential

SOUTH: Residential (R3) - Varied Residential

EAST: Residential (R3) - Varied Residential

WEST: Neighborhood Commercial (NC) - Mixed-Use

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area/parcel as commercial. The intent of the Neighborhood Commercial (NC) District is to establish and preserve areas suitable for transitional uses between more intensive commercial activities and residential uses. The Neighborhood Center (NC) District is intended to apply to small neighborhood commercial nodes and to encourage development that is transit-oriented, which is supportive of and supported by public transit. Permitted uses include limited-sized retail, office, service uses, attached and multifamily housing, and supportive civic uses, such as daycare. While the future land use for this parcel illustrates General Commercial (C).

Report: 30KFT LLC is seeking a rezone request from Neighborhood Commercial (NC) to General Commercial (C) at 2560 University Avenue. The purpose of the request is to allow for the new Gentle Vet Animal Hospital located at parcel 21-14249-1. In conjunction with this request, the two smaller parcels to the west of the property (21-1247-1) and (21-1249-1-3) are also zoned commercial.

Gentle Vet Animal Hospital is seeking to create a new clinic on 1.23 acres of the western part of the existing property and the remaining 1.08 acres will be split to create a parcel for further commercial development along University Avenue. Gentle Vet Animal Hospital will create new operations at the University Ave site to continue providing their broad spectrum of diagnostic procedures in a Low-Stress Handling Silver Certified environment. A new, up to date, larger facility will ensure high quality veterinary care for the east side.

The parcels were rezoned to NC during the University Avenue Corridor Redevelopment Plan (UACRP) in conjunction with plans for the old Packerland Packaging site. University Heights at Baird Creek (UHBC) has

begun its redevelopment phasing. The UACRP brought forward ideas to have an entrance to the large apartment redevelopment site coming from the intersection of Liebman and University and continuing southeast to the heart of the new University Heights at Baird Creek.

Neighborhood Commercial land design requirements do not interact well with the size of the lots and the built environment. The FAR for Neighborhood Commercial is 0.5. This works very well in traditional neighborhood design or potentially in corner lots and nodes. The building size proposed for this site is about 7700 sq. ft. To make that footprint work with FAR on this site, the building would need to be 13 stories tall. Even if this building were located on the smallest parcel of the three requested to be rezoned, the building would need to be five (5) stories tall to meet code. NC works on smaller lots. These lots do not work well amongst the built environment of the far eastern University Avenue corridor.

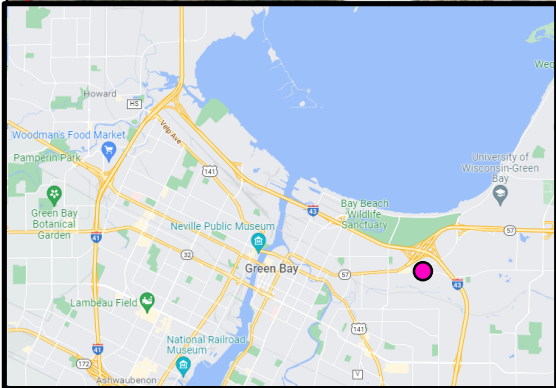
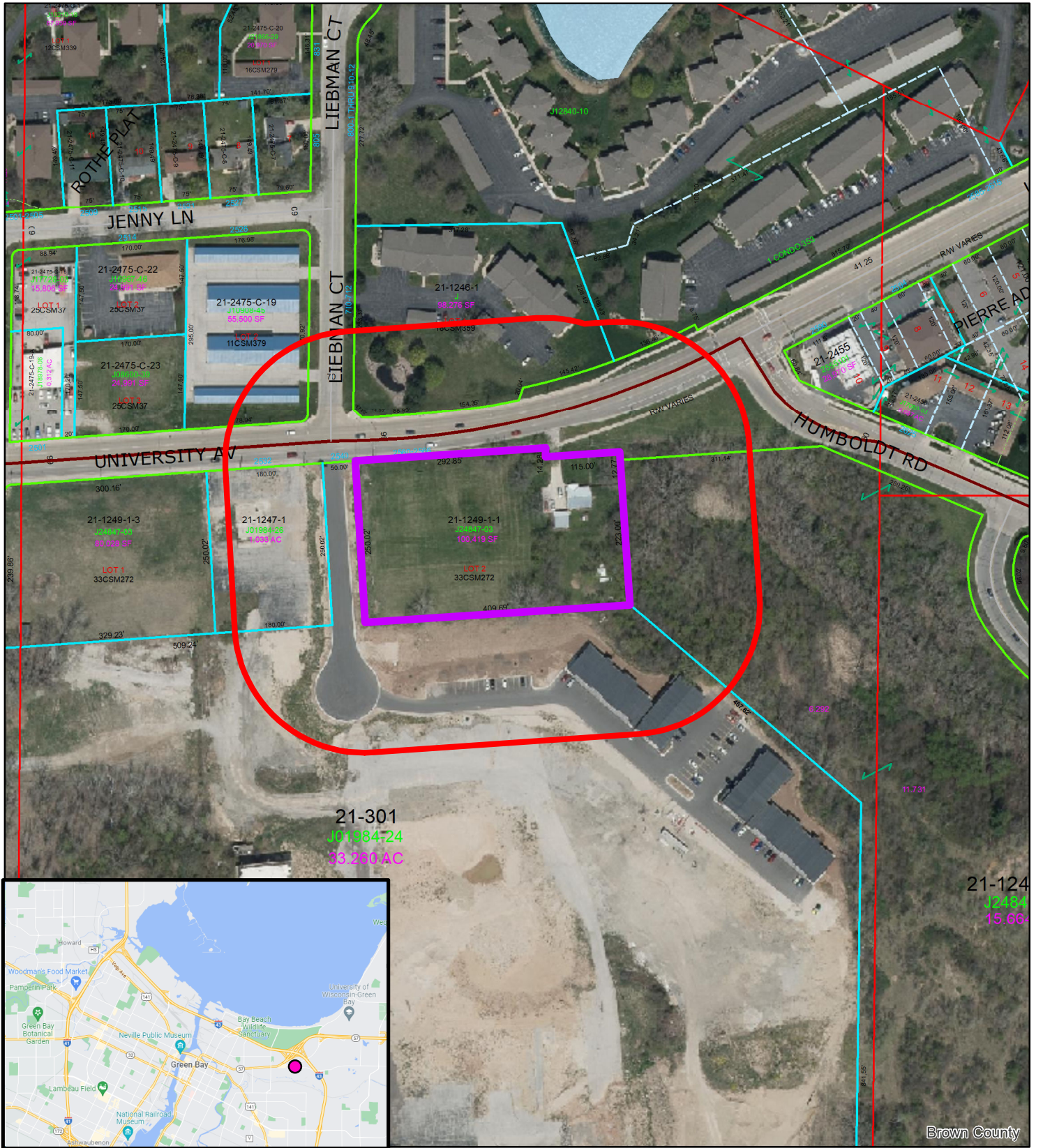
RECOMMENDATION

Staff is recommending approval with the condition that the two (2) other adjacent parcels be included in the rezone.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-28 Color Map
2. ZP 22-28 Future Landuse Map
3. ZP 22-28 Zoning Map



(ZP 22-28) Zoning Petition Rezone 2560 University Ave Green Bay, WI, 54302

0 55 110 220 Feet

- Parcel
- Notification Area 200'

Parcel Number(s):
21-1249-1-1

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Future Landuse – 2560 University 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

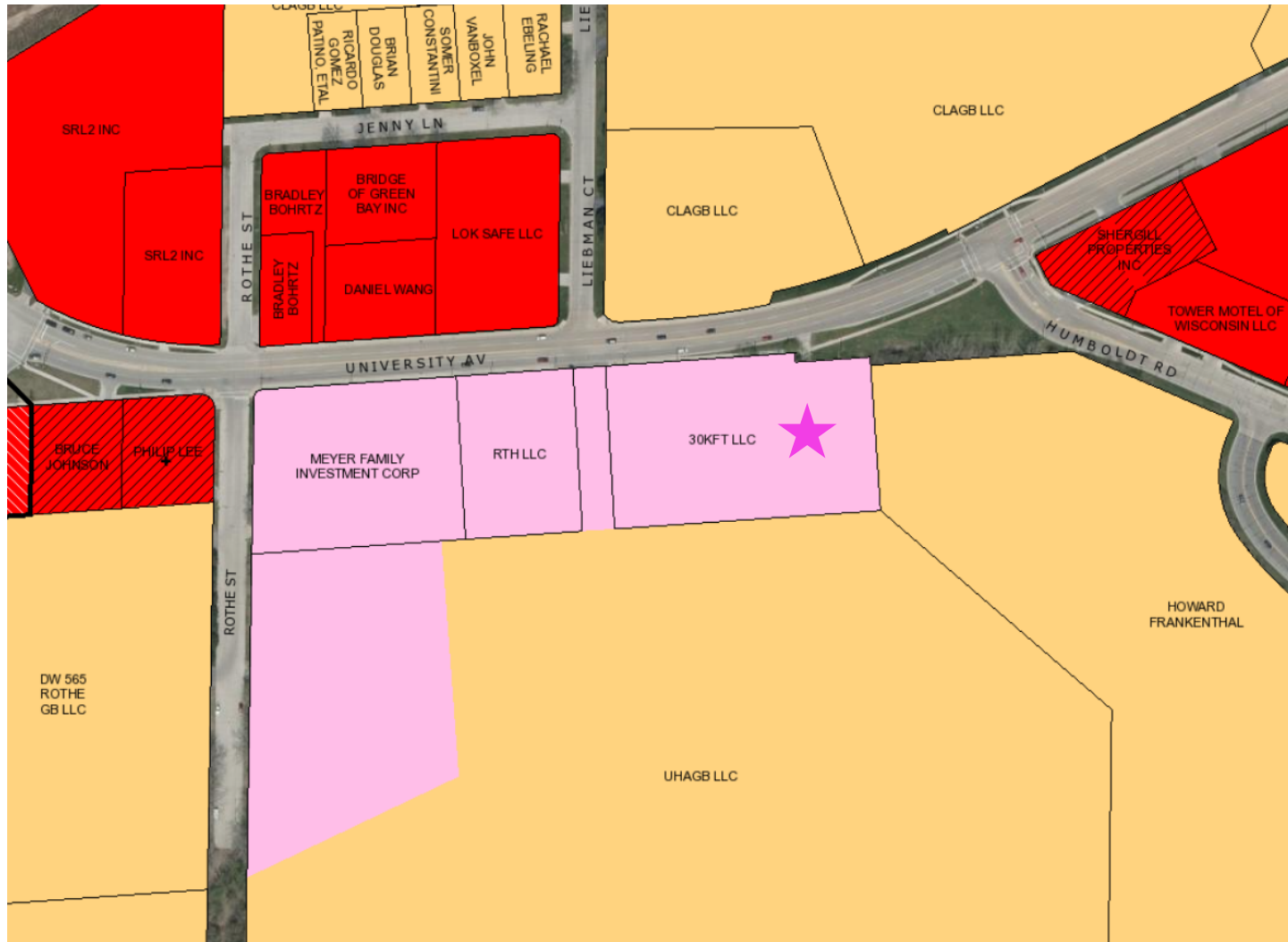
Downtown

Private Open Space

Wetlands



Current Zoning – 2560 University 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-RI - Special District Light Industry
- LI - Light Industry
- BP - Business Park
- PI - Public Property / Institutional
- CON - Conservancy





Report to the Green Bay Plan Commission

MEETING DATE

September 20, 2022

PREPARED BY

Madison Smith

AGENDA ITEM # P.5

To vacate the streets of East Shore Drive: Kalick Street, Kentucky Avenue, Raphael Street, Florida Avenue, California Avenue, Minnesota Avenue, and Wisconsin Avenue.

BACKGROUND

Surrounding Zoning and Land Uses:

SUBJECT Parks (PI) Green Bay Wildlife Sanctuary, undeveloped

NORTH Residential (RI) Low-Density Residential

SOUTH Parks (PI) Green Bay Wildlife Sanctuary, undeveloped

EAST Parks (PI) Green Bay Wildlife Sanctuary, undeveloped

WEST Parks (PI) Green Bay Wildlife Sanctuary, undeveloped

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends the surrounding area remain a part of the parks department.

Report: The adjacent parcels are owned by the City of Green Bay and the Bay Beach Wildlife Sanctuary. The listed streets are unimproved and at this time there is no planned infrastructure. The Parks Department and Wildlife Sanctuary will absorb the unimproved land. The vacated portions would be removed from public right-of-way and be transferred to the adjoining parcels. A vacation is when a public right-of-way or a public service easement is “abandoned” by the city. Once the subject right-of-way or easement is abandoned, the public use of the land or easement area is relinquished without restrictions to the property owner.

Ald. S. Campbell, adjacent property owners and reviewing agencies have been notified of this request. There are no objections at this time. An adjacent property owner has reached out to staff.

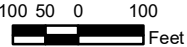
RECOMMENDATION

Approval.

FISCAL IMPACT

ATTACHMENTS

I. WLS STREETS GENERAL LOCATION



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 Date: 6/22/2022 Document Path: H:\GIS Landscape.mxd

= STREET R/W TO BE VACATED



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY**AGENDA ITEM # Q.2**

To approve the obligation of funding for two refuse vehicles for 2024 and two refuse vehicles for 2025 at a total cost of approximately \$708,000 each year.

BACKGROUND

The 5-Year Capital Improvement Plan (CIP) includes replacement of two refuse vehicles each year.

Request to secure a build slot for future years due to current lead time of 18-months.

Pay for vehicles once received.

RECOMMENDATION

Approval to obligate funding and allow the department to order the refuse replacement trucks to stay on the necessary replacement schedule.

FISCAL IMPACT**ATTACHMENTS**

- I. Memo_Finance_Vehicle Replacement_2024-25_SGrenier_09-07-22



Inter-Office Memo

Date: September 7, 2022

To: Finance Committee

From: Steve Grenier, Director of Public Works

Re: 2024-2025 Equipment Replacement Purchases

Truck-based heavy equipment used by the Department of Public Works, specifically garbage/recycling trucks, are produced differently than many other trucks. One manufacturer will produce the basic truck with bare frame rails behind the cab. We then contract with a second vendor to fabricate and install the body on the bare truck.

Due to manufacturing and supply-chain issues, bare trucks are in limited supply. Engine manufacturers are only building a fixed number of engines, which then limits the number of trucks that can be supplied. Truck manufacturers are reserving the limited number of trucks being produced in the name of their vendors, with each vendor only getting a certain number of build slots (assigned units). As of now, there are no unassigned build slots for all of 2023. We expect the 2024 build slots to become available to vendors shortly after the beginning of 2023, and be spoken for by the end of March 2023. What this means to customers like the City of Green Bay is that we will need to secure our 2024 truck replacement build slots in early 2023. Vehicles requested in the first quarter of 2023 will likely be available for us to bring into service in the third quarter of 2024 (18 month lead time).

We have been in contact with our vendors to develop a plan to secure build slots for future years. The City can commit to purchasing vehicles in future years by issuing a Purchase Order with the vendor. This will secure a build slot for a future year, but likewise commits the City to purchasing the vehicle. Generally, the City would not have to commit funds until the vehicle is actually being built, which is the year we expect to take delivery.

Our current process has led to delayed vehicle acquisition. The City is still waiting for delivery of a plow truck from 2021, and the refuse trucks we ordered in early 2022 will not be delivered until March 2023, at the earliest.

Another drawback to continuing to use these older vehicles on a daily basis is the increased maintenance costs. From engine and transmission failure to structural frame issues and hydraulic system replacements needed to keep these older vehicles in operation, our equipment repair budget now exceeds \$1 million annually.

To avoid the delays in our equipment acquisition process and ensure timely delivery of needed replacement vehicles, the Department of Public Works requests that the Common Council authorize the replacement of 2 refuse vehicles for 2024 and 2 refuse vehicles for 2025. This action involves the obligation of approximately \$708,000 in each year (2022 dollars).



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # Q.3

To approve the Microsoft Enterprise 6.6 Licenses renewal for three years for a total of \$955,740.15.

BACKGROUND

Term effective October 1, 2022

Funding source 101120 53020 - IT Software Maintenance

Annual cost \$318,580.05 for three years

2022 Budget – \$305,000

The cost increase is driven by normal cost increases, increased users, and additional security software.

RECOMMENDATION

To approve.

FISCAL IMPACT

ATTACHMENTS

1. Microsoft EA License Renewal Request Finance 9-13-22
2. City of Green Bay - EA renewal quote 6-9-22



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: Thomas J. Walenski

DT: September 9, 2022

RE: Purchasing Request

Cc: Diana Ellenbecker, Pam Manley

Report by Mike Hronek, Thomas J. Walenski

Discussion and possible action on the Renewal of the Microsoft Enterprise 6.6 License. This is a Contract Purchase # EA6680145. The three (3) year cost is \$955,740.15, quote page splits cost out by year. Payments will be made annually for this license.

Respectfully Submitted

Thomas J. Walenski
City of Green Bay – Procurement Manager



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

**Enterprise Quote
for**

City of Green Bay

Date 9/1/22
Account Manager Amanda F

VSL Specialist Pat McCormack
Channel Price Sheet Month Sep-22

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
6QK-00001	Azure prepayment	D	2	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00
AAD-34700	M365 G3 Unified FSA GCC Sub Per User	D	700	\$ 332.89	\$ 233,023.00	\$ 332.89	\$ 233,023.00	\$ 332.89	\$ 233,023.00
AAD-34704	M365 G3 Unified GCC Sub Per User	D	150	\$ 390.22	\$ 58,533.00	\$ 390.22	\$ 58,533.00	\$ 390.22	\$ 58,533.00
3GU-00001	Defender O365 P1 GCC Sub Per User	D	850	\$ 18.90	\$ 16,065.00	\$ 18.90	\$ 16,065.00	\$ 18.90	\$ 16,065.00
MQY-00002	EMS G5 GCC SU EMS E3 Per User	D	1	\$ 73.96	\$ 73.96	\$ 73.96	\$ 73.96	\$ 73.96	\$ 73.96
H04-00268	SharePoint Server ALng SA	D	1	\$ 1,268.06	\$ 1,268.06	\$ 1,268.06	\$ 1,268.06	\$ 1,268.06	\$ 1,268.06
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	D	5	\$ 607.95	\$ 3,039.75	\$ 607.95	\$ 3,039.75	\$ 607.95	\$ 3,039.75
9EA-00278	Win Server DC Core ALng SA 2L	D	32	\$ 130.54	\$ 4,177.28	\$ 130.54	\$ 4,177.28	\$ 130.54	\$ 4,177.28
Year 1 Total				\$	318,580.05	Year 2 Total	\$	318,580.05	Year 3 Total \$ 318,580.05
Three Year Total				\$	955,740.15				

Notes

Renewal quote for EA 6680145 - Expires 9/30/22

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # Q.4

To approve the contract activation with Tradition Energy prior to contract expiration of October 31, 2022.

BACKGROUND

RECOMMENDATION

To approve.

FISCAL IMPACT

ATTACHMENTS

1. Natural Gas Memo New Contract 8-22
2. 220811 City of Green Bay - Fixed Price Natural Gas 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 / City Council

From: Thomas J. Walenski – Procurement Manager

Date: August 31, 2022

Re: Natural Gas Contract – Authorization to Contract and Report Out

Background:

- The City of Green Bay's current Natural Gas Contract is approaching its end date on October 31, 2022. The contract will have been in place for 36 months. The contract locked in base cost at \$3.50 a Dekatherm with 100% swing. The \$3.50 a Dekatherm does not include transportation costs. The average total cost of Ownership (TCO) during the contract duration was averaged out to \$4.79 a Dekatherm. Our average annual consumption of 48,000 Dekatherms at an annual cost of \$229,920 Dollars.

Recommendations:

- We continue to monitor the market through Tradition Energy, the City's Energy Procurement Advisor on our Contract.
- The volatility of the Natural Gas Market is indicating significant price increases in Natural Gas today and the near future unless certain market influencers change.
- Attachment 1 included with this information shows the current contract buys from 4 suppliers and the cost from 12-48-month contracts.
- Attachment 2 indicates document shows current site list with usage numbers. Although the site information is static the contract pricing changes daily.
- As we monitor the market and pricing, we need to be able to move if a price drop or event makes for a favorable market to purchase Natural Gas. The decision window continues to get narrower, however, we are watching pricing daily.
- The associated risk is included in the decision process and we will make this decision with the most current and relevant information available.

Requested Motion:

- Allow the City of Green Bay's Purchasing Department to Contract Natural Gas before the current contract expires on October 31, 2022. Contract Price and Term will be reported out at the Council Meeting directly following contract activation.

If there are any questions or if you would like more detail that can be provided. Please feel free to reach out to me at 920-448-3048 Thomas.Walenski@greenbaywi.gov

Customer Information		
Customer Name: City of Green Bay	Phone:	920-448-3048
Contact: Thomas Walenski	Email:	Thomas.Walenski@greenbaywi.gov
Address: 100 North Jefferson Street Green Bay, WI 54301		
Account Information		
Utility: WPS	Estimated Volume:	48,922
Pricing Zone: WI		
Acct #'s/ESI #'s 28		
Pricing Type: New Request - Fixed Price		
Current Provider: TERM	Creation Date:	August 11, 2022



Energy Advisor: Michael English
Direct Line: 312-281-7483
Email: Michael.English@TraditionEnergy.com

Supplier Fixed Price Comparison / Savings and Budget Analysis

Terms	12 months	24 months	36 months	48 months		
Start Date	Nov-22	Nov-22	Nov-22	Nov-22		
End Date	Nov-23	Nov-24	Nov-25	Nov-26		
DTH Usage	48,922	97,844	146,766	195,688		

TERM	8.700	7.500	7.010	6.700		
Proj. Annual Budget	\$ 425,621.40	\$ 366,915.00	\$ 342,943.22	\$ 327,777.40		
CREDIT: Approved		SWING %: 0%		PAY TERM: 25 Days		

TERM	8.900	7.700	7.210	6.900		
Proj. Annual Budget	\$ 435,405.80	\$ 376,699.40	\$ 352,727.62	\$ 337,561.80		
CREDIT: Approved		SWING %: 25%		PAY TERM: 25 Days		

TERM	9.100	7.900	7.410	7.100		
Proj. Annual Budget	\$ 445,190.20	\$ 386,483.80	\$ 362,512.02	\$ 347,346.20		
CREDIT: Approved		SWING %: 50%		PAY TERM: 25 Days		

TERM	9.450	8.250	7.760	7.450		
Proj. Annual Budget	\$ 462,312.90	\$ 403,606.50	\$ 379,634.72	\$ 364,468.90		
CREDIT: Approved		SWING %: 100%		PAY TERM: 25 Days		

***Does Not Include taxes**

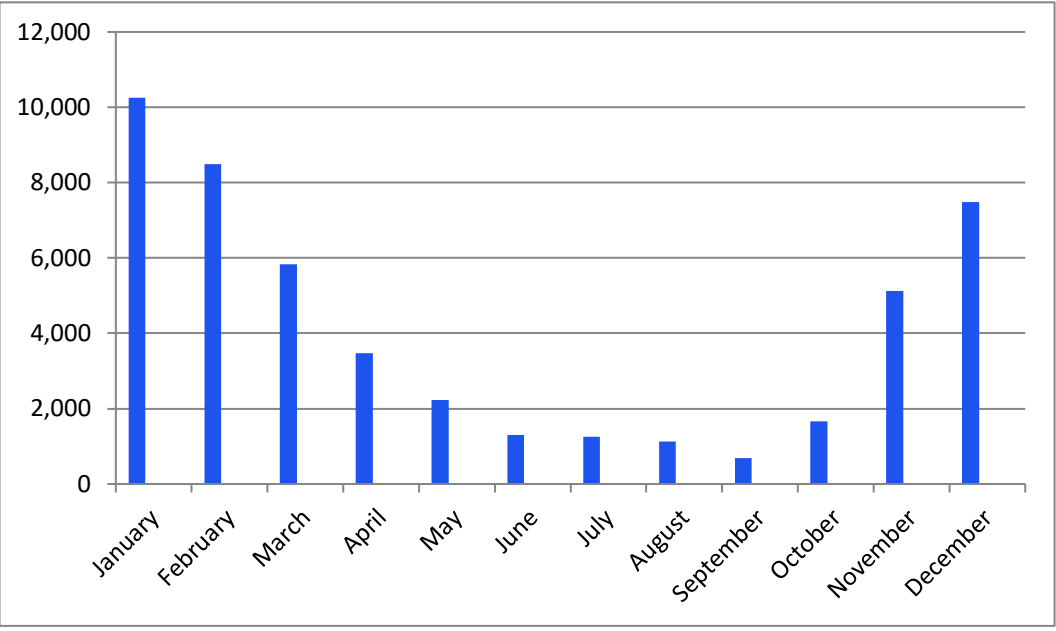
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Annual DTH 48,922

No. of Accounts 28



MONTH	TOTAL (DTH)
January	10,260
February	8,488
March	5,839
April	3,475
May	2,222
June	1,295
July	1,256
August	1,122
September	695
October	1,665
November	5,127
December	7,478
Total	48,922



Account Number	Service Address	City	State	Zip	Utility / TDSP	Annual DTH
0405302051-00017	1880 East Shore D	GREEN BAY	WI	54301	Wisconsin Public Service (WPS)	1,028
0405302051-00018	1660A East Shore	GREEN BAY	WI	54302	Wisconsin Public Service (WPS)	807
0405421592-00012	901 University	GREEN BAY	WI	54302	Wisconsin Public Service (WPS)	6,693
0405190199-00003	1430A E Walnut St	GREEN BAY	WI	54301	Wisconsin Public Service (WPS)	209
0405190199-00013	1058 Reed St	GREEN BAY	WI	54303	Wisconsin Public Service (WPS)	1,334
0405190199-00014	1025 S Fisk St	GREEN BAY	WI	54304	Wisconsin Public Service (WPS)	1,210
0401303144-00013	315 S Baird St	GREEN BAY	WI	54301	Wisconsin Public Service (WPS)	450
0401303144-00012	307 S Adams St	GREEN BAY	WI	54301	Wisconsin Public Service (WPS)	2,904
0401277306-00150	481 Skyline Blv	GREEN BAY	WI	54302	Wisconsin Public Service (WPS)	207
0401277306-00149	1474 Bond St	GREEN BAY	WI	54303	Wisconsin Public Service (WPS)	204
0401277306-00148	830 Augusta St	GREEN BAY	WI	54303	Wisconsin Public Service (WPS)	860
0401277306-00151	919 Crocker St	GREEN BAY	WI	54301	Wisconsin Public Service (WPS)	1,107
0405254109-00004	333 Main St	GREEN BAY	WI	54301	Wisconsin Public Service (WPS)	433
0406166366-00002	330 S Jefferson S	GREEN BAY	WI	54301	Wisconsin Public Service (WPS)	717
0405702671-00197	1424 Admiral Ct	GREEN BAY	WI	54303	Wisconsin Public Service (WPS)	6,836
0404469322-00031	1190 Lore Ln	GREEN BAY	WI	54303	Wisconsin Public Service (WPS)	2,573
0404469322-00030	1820 Mills St	GREEN BAY	WI	54302	Wisconsin Public Service (WPS)	3,040
0404469322-00029	519 Oneida St	GREEN BAY	WI	54303	Wisconsin Public Service (WPS)	7,258
0401430435-00024	3489 Humboldt Ave	GREEN BAY	WI	54311	Wisconsin Public Service (WPS)	511
0401430435-00019	2310 Finger Rd	GREEN BAY	WI	54302	Wisconsin Public Service (WPS)	878
0401430435-00020	2650 West Point	GREEN BAY	WI	54304	Wisconsin Public Service (WPS)	1,019
0401430435-00017	885 Shawano Ave	GREEN BAY	WI	54303	Wisconsin Public Service (WPS)	1,223
0401430435-00023	130 N Henry St	GREEN BAY	WI	54302	Wisconsin Public Service (WPS)	335
0401430435-00021	501 S Washington	GREEN BAY	WI	54301	Wisconsin Public Service (WPS)	803
0401430435-00022	1701 W Mason St	GREEN BAY	WI	54303	Wisconsin Public Service (WPS)	691
0401430435-00018	929 University	GREEN BAY	WI	54302	Wisconsin Public Service (WPS)	800
0405357426-00059	100 N Jefferson	GREEN BAY	WI	54301	Wisconsin Public Service (WPS)	3,692
0405373963-00016	1313 Bay Beach Rd	GREEN BAY	WI	54302	Wisconsin Public Service (WPS)	1,100

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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY**AGENDA ITEM # Q.5**

To approve License Plate Recognition camera system subscription for three years for a sum of \$332,000 to Flock Group, Inc.

BACKGROUND

3-year subscription – Total of \$332,000

Request for 40 camera system

Approved funding:

ARPA - \$151,000

CDBG - \$66,000

Request for \$115,000 additional ARPA fund from the Crime Prevention and Neighborhood Enhancement category.

Current balance remaining in this category is: \$940,400

To offset this additional ARPA request, the Police department has decided not to move forward with the Gun Shot detection ARPA request.

Ongoing cost is \$106,000 starting in year 4

RECOMMENDATION

Approval of License Plate recognition system for three years for a total of \$332,000 requiring an additional \$115,000 of ARPA funds from the Crime Prevention and Neighborhood Enhancement category.

FISCAL IMPACT**ATTACHMENTS**

- I. 9-8-2022 Finance Agenda Report - License Plate Readers Police



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
DT: September 13, 2022
RE: Purchasing Report
Cc: Diana Ellenbecker, Pam Manley

Report of the Chief Davis:

1. Seeking approval of the purchase of the License Plate Readers which includes annual maintenance and subscription (see attached quote) for Green Bay Police Department for the sum of \$332,000, with Flock. An open and fair proposal process was conducted and scored according to the RFP requirements. See attached.

BACKGROUND

- Initial ARPA request was for twenty-eight (28) cameras with the License Plate Recognition Camera system estimated at \$151,000 of ARPA dollars and roughly \$66,000 from CDBG.
 - RFP has been received, evaluated, and being brought to you for recommendation.
 - Police Department would like to move forward with the highest scoring vendor and forty (40) cameras.
 - Total price for three year is \$332,000 for forty (40) cameras
 - ARPA approved \$151,000
 - CDBG approved \$ 66,000
 - Shortfall of \$115,000
 - Police would like to request additional \$115,000 of ARPA dollars for these additional cameras from the Crime Prevention and Neighborhood Enhancement category.
 - To offset this additional ARPA request, the Police department has decided not to move forward with the Gun Shot detection ARPA request.
- 1) Account: #218300-55150-83098 ARPA Funds for \$151,000.
 - 2) Account: #20920130 Community Block Grant for \$66,000.
 - 3) Police would like to request additional \$115,000 of ARPA dollars for these additional cameras from the Crime Prevention and Neighborhood Enhancement category.

Automated License Plate Readers #2022-05 RFP Scoring Sheet

Automated License Plate Readers
RFP #2022-05
ISSUED: 7/28/2022 DUE: 8/25/2022
CC: 906-78
Scoring Criteria & Points

Total Possible Points	MINIMUM SPECIFICATIONS	Highest Score	----->	----->
		Flock Group, Inc.	Shotspotter, Inc.	LeGrande Technical & Social Services LLC DBA - The Digital Decision
25	Experience & Qualifications	21	19	18
20	Proposed Service (Maintenance)	18	17	10
20	Implementation Strategy	18	15	5
15	Quality/Elements of Proposal	14.00	10.00	3.50
20	Proposal Fee	18.17	17.56	20.00
	TOTAL	89.17	78.56	56.50
	Cost for one Camera for five years used for comparison only	\$12,850.00	\$13,300.00	\$11,675.00

RECOMMENDATION:

Award the Automated License Plate Readers to Flock Group, Inc. the highest scoring vendor that provided the best overall solution and value to the City of Green Bay's Police Department.

NOTES: The City issued a Request for Proposal (RFP) and received three (3) proposals. The team then did consensus scoring on the three (3) vendors and choose the two (2) highest scoring vendors (per evaluation criteria in the RFP) in for presentations/demonstrations on their solution.

Vendors' oral presentations/demo's were held the week of 9/5/22. The evaluation team met and discussed the vendor's proposal's, solutions and their oral presentations/demonstrations. The team then did consensus scoring for each vendor per the evaluation criteria and determined Flock to provide the best overall solution and value for the City.

CITY OF GREEN BAY PROPOSAL COST SUMMARY RFP #2022-05
Automated License Plate Reader

Dept: Police	Req #28	VENDOR #1	VENDOR #2	VENDOR #3
Planholders: 16	CC #906-680-925	Flock Group, Inc.	ShotSpotter, Inc.	LeGrande Technical & Social Services LLC DBA - The Digital Decision
Issued: 7/28/22	Due: 8/25/22			
		Price Each	Price Each	Price Each
DESCRIPTION		State PRICE EACH for cameras including install at varies types of locations	State PRICE EACH for cameras including install at varies types of locations	State PRICE EACH for cameras including install at varies types of locations
Automated License Plate Reader, for FIXED LOCATION including install, set -up etc: 1st year		\$ 2,850.00	\$ 3,500.00	\$ 7,375.00
Price for VEHICLE MOUNTED Automated License Plate Reader:		N/A	\$ 27,019.00	\$ 28,750.00
Annual Maintenance/Subscription Service Year 1		Included in year one (1)	Included in year one (1)	\$ 860.00
Annual Maintenance/Subscription Service Year 2		\$ 2,500.00	\$ 2,450.00	\$ 860.00
Annual Maintenance/subscription Service Year 3		\$ 2,500.00	\$ 2,450.00	\$ 860.00
Annual Maintenance/Subscription Service Year 4		\$ 2,500.00	\$ 2,450.00	\$ 860.00
Annual Maintenance Subscription Service Year 5		\$ 2,500.00	\$ 2,450.00	\$ 860.00
List Warranty on all items - years				
TOTAL COST FOR ONE CAMERA FOR FIVE YEARS:		\$ 12,850.00	\$ 13,300.00	\$ 11,675.00
POINTS		18.17	17.56	20.00
Quick Deploy Cameras price per year		\$ 3,000.00	N/A	N/A
TOTAL COST FOR FORTY (40) FIXED AND TWO QUICK DEPLOY CAMERAS FOR 3 YEARS		\$332,000.00	N/A	N/A
WARRANTY:		10 Years	Single year warranty w/ each Mobile	12 - Month
Lead Time for Delivery, Installation/Set-Up of Entire System:		Four (4) Months	Twelve (12) weeks	TBD
Payment Terms Net 30. Early Payment Discount:				
Accepts credit card payments:		YES	N/A	NO
Bid Compliant:		YES	YES	YES

Recommendation: Award to the most responsive, responsible vendor Flock Group Inc. which scored the highest per RFP requirements. Request for the sum of \$332,000 which includes forty (40) fixed and two (2) Quick Deploy cameras for three (3) years.

NOTES: The Digital Decision - The cost of \$7,375.00 is per lane. Annual costs are for one (1) unit. Year 2,3,5 do not include help desk, PM, travel etc. Those costs were included w/GDS Annual Maint/Sub Costs. The Term of contract was not defined and costs provided above need verified based on term and additional details (location, quantity, connectivity, etc.) Permit fees are not included in pricing.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY**AGENDA ITEM # Q.6**

To approve awarding the marketing and branding Initiative to North Star Place Branding + Marketing for the sum of \$101,000.

BACKGROUND

Feb 16, 2022 council meeting approved the issuance of Branding RFP.
Funding source would be from unbudgeted 2021 revenue now rolled into fund balance.

RECOMMENDATION

To approve.

FISCAL IMPACT**ATTACHMENTS**

1. 9-8-2022 Finance Agenda Report - Branding
2. Resolution-transfer from Fund Balance for Branding initiative



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
 DT: September 13, 2022
 RE: Purchasing Report
 Cc: Diana Ellenbecker, Pam Manley

Report of the Purchasing Department:

1. Approval to Award the Marketing and Branding Initiative to North Star, the highest scoring vendor that provided the best overall solution and value for the City of Green Bay's, Economic & Community Development for the sum of \$101,000. An open and fair proposal process was conducted and scored according to the RFP requirements. See attached for Scoring results.

Account: # 101250 53003 for \$101,00.00

RFP Scope /Objectives	The City of Green Bay and Community and Economic Development requested proposals from qualified Organizations to provide a Marketing & Rebranding Initiative for the City of Green Bay to attract & retain business, energize current residents, position the city as a desirable place for relocation, and enhance general perception of the city. The primary goal of this RFP was to find a Marketing Firm to provide the following solutions for the City: • Business attraction & retention • Energizing current residents • Position the City as a desirable place for relocation and enhance general perception of the city.
Timelines:	February 16, 2022 – Issued formal RFP April 7, 2022 – Due date for responses. Organizations that responded: North Star Place Branding + Marketing CivicBrand Boelter & Lincoln Development Counsellors International Designs Touch, LLC. Fellow Inc. Black Ink Creative Partners LLC. May 19 and June 7, 2022 – Evaluation Team reviewed, evaluated and scored Organization's responses September 9, 2022 –Award Recommendation Posted on Demandstar. September 13, 2022 – Request to Award Recommendation presented to Finance Committee.
Proposal Evaluation	This RFP was advertised/posted on bid website Vendornet, Demandstar where was broadcast to numerous potential Companies. We received seven proposals and reviewed and evaluated all submitted proposals. The

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

September 20, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of September 13, 2022, the following 2022 transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101 31100 Unreserved Fund balance	\$101,000.00
To:	101250-53003 C&ED Marketing	\$101,000.00

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY**AGENDA ITEM # Q.7**

To refer to staff to get an updated quote on the cost to review the Code of Ethics. Referred from Ethics Board at the Common Council meeting on 8/30/22 to approve a review by Cityethics.org for up to \$500.00 of the General ordinance 18-22, repealing and recreating Chapter 2, Article IX, Green Bay Municipal code, relating to Ethics as revised.

BACKGROUND**RECOMMENDATION**

To approve the expenditure up to a \$500.00, identify funding source, and refer to staff to retain the consultant.

FISCAL IMPACT**ATTACHMENTS**

1. Revised Ethics Code with Comments - REDLINE
2. REDLINED GO 18-22 - Repeal and Recreate Ch 2 Art IX - Ethics

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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # Q.8

To refer to staff to create language for a resolution to forward to the Brown County Board. A request by Ald. Galvin which states: "Resolution to the Brown County Board to consider an equitable way to divide a portion of the proceeds from the Brown County half cent sales tax proceeds amongst the other local government entities within Brown County. The shared funds should be allocated with the provision that the monies can only be used to reduce current debt, fund new infrastructure or repair or replace current infrastructure."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ALD. GALVIN COMMUNICATION

From: noreply@civicplus.com
To: [Celestine Jeffreys](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Friday, August 26, 2022 10:02:02 AM

Alders' Petitions and Communications

Name	Bill Galvin
Committee Name	Finance Committee
Text of Communication	For City Council or Committee of the Whole. Resolution to the Brown County Board to consider an equitable way to divide a portion of the proceeds from the Brown County half cent sales tax proceeds amongst the other local government entities within Brown County. The shared funds should be allocated with the provision that the monies can only be used to reduce current debt, fund new infrastructure or repair or replace current infrastructure.

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



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # R.I

To deny the request by Tom Prevost (1805 St. Agnus Drive) to waive a portion of the street tree removal fee as defined in the approved Forestry Tree and Stump Removal Policy.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2nd Revision Removal Policy

City of Green Bay
Parks, Recreation, and Forestry Department
Policies and Procedures

General Subject: Forestry
Specific Subject: Tree and Stump Removal
Authorization/Date:
Legal References: Municipal Code 25
State Statute 27.09

Policy Statement

The City shall have the authority and jurisdiction to remove trees within the rights-of-way of all streets, alleys, avenues, lanes, and public properties and parks and tree-planting easements as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public property. (Municipal Code Chapter 25)

I. Definitions

- A. Chronic Pathogen – a disease, virus, or bacteria that will eventually cause the death of the tree
- B. Crown Area – the air space that a full, healthy tree crown would occupy (varies by species)
- C. Decay Pathogen – a fungus or canker rot that will compromise the strength and/or structure of the wood in the tree to the point that the tree becomes a hazard
- D. Forester – the City Forester, Assistant City Forester, or Department of Parks, Recreation and Forestry designee
- E. Infectious Pathogen – a disease, virus, bacteria, or fungus - that has the ability to pass from tree to tree through grafting, insect vector, or other method - that will eventually cause the death of the infected tree
- F. Invasive Species – trees, plants, and insects recognized by the Wisconsin DNR as detrimental to the environment of Wisconsin
- G. Mortality Causing Insect – invasive species insects known to kill trees if left uncontrolled
- H. Project Administrator - Any individual, firm, partnership, corporation, association, company, municipal corporation or other governmental entity or organization that is working on a project that requires tree removal
- I. Reasonable Arboricultural Practices – proper maintenance as recognized by the International Society of Arboriculture

- J. Right-of-way – A strip of land occupied or intended to be occupied for a special use. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, storm drains, or any other use involving maintenance by a public agency, shall be dedicated to public use by the maker of the plat on which such right-of-way is established. (See City Code 14.02)
- K. Tree Rooting Area – the area around a tree containing the root system; in general the area from the trunk to the drip line of the crown; however, may extend 2-3 times the height of the tree

II. Fiscal Responsibility and Tree and Stump Removal

Trees are an asset to the City of Green Bay. Young trees start as a small investment in the Community. As trees mature, the aesthetic value, landscape value, property value, environmental value and monetary value increase accordingly. The City recognizes these values in the Urban Forest. Tree removal contrary to this policy represents a fiscal loss to the Community, and may be assessed to the responsible party.

III. Identifying Trees that may Require Removal

Trees are identified for removal due to:

- Resident/Homeowner/Citizen concern
- Field observation
- Forestry Division Crew identification
- Other City Department notification
- Project Administrator notification

IV. Tree Removal Criteria *(The following are situations where a tree cannot be maintained by Reasonable Arboricultural Practices so as to: prevent the spread of Infectious Pathogens or Mortality Causing Insects, insure public safety, or preserve or enhance the symmetry and beauty of such public property.)*

A. City Liability

- i. Dead – trees that no longer exhibit signs of life
- ii. Dying – tree health has declined beyond repair by reasonable arboriculture practices
- iii. Diseased – the tree is infected with a chronic or infectious pathogen
 - 1. Dutch Elm Disease
 - 2. Oak Wilt
 - 3. Pine Wilt
 - 4. Canker
 - 5. Others as determined by the Forester

- iv. Dangerous – a tree that due to decay, defect, or other structural problem presents a hazard to the public in the Forester's opinion
 - 1. Cracks/Splits
 - 2. Hollows/Cavities
 - 3. Leaning
 - 4. Exhibits known decay pathogens (decay fungus, root rot, etc.)
 - 5. Others as determined by the Forester
 - v. Mechanical Failure – a tree that has failed (storm damage)
 - vi. Public Safety Conflict – a tree that presents a hazard due to its existence
 - 1. Creates an unavoidable sight obstruction that affects public safety
 - 2. Can no longer be maintained under public utility lines to avoid conflict using reasonable arboricultural practices
 - 3. Others as determined by the Forester
 - vii. Infestation – a tree that harbors a known mortality causing insect
 - 1. Asian Longhorn Beetle
 - 2. Emerald Ash Borer
 - 3. Others as determined by the Forester
 - viii. Invasive species
 - 1. European Buckthorn
 - 2. Honeysuckle
 - 3. Others as determined by the Forester
- B. Public Improvements initiated by the Municipality or Governing Unit – the following activities in proximity of trees may, in the Forester's determination, compromise tree rooting area, crown area, or general tree health and vigor to the point that removal is necessary before, or after the improvement work takes place
- i. Road installation/maintenance/widening/replacement
 - ii. Utility installation/maintenance/replacement/movement
 - iii. Sidewalk installation/maintenance/replacement
 - iv. Utility easement work
 - v. Park improvements
 - vi. ADA Compliance issues
 - vii. Other public improvements

- C. Necessary Private Improvements initiated by a private party (including business or residential) are evaluated by the Forester
 - i. Forester may approve removal if:
 - 1. The proposed improvements are, in the Forester's opinion, necessary. And...
 - 2. The improvements are in proximity of City trees, and may, in the Forester's determination, compromise tree rooting area, crown area, or general tree health and vigor to the point that removal is necessary before, or after the improvement work takes place
 - a. Some examples include but are not limited to – ADA Compliance issues, repair or replacement of sidewalk or driveway; repair or replacement of water service, gas service, sewer service, etc
- D. Aesthetic Loss beyond recovery utilizing Reasonable Arboricultural Practices
 - i. Damaged by vehicle
 - ii. Storm Damage
 - iii. Utility clearance
 - iv. Vandalism
 - v. Others as determined by the Forester

V. Non-Supported Requests for Removal *(These are requests for removal where the standard Forestry Division response per this policy would be to deny the removal, but allow the requestor to appeal to the City Forester.)*

- A. Nuisance
 - i. Satellite dish interference
 - ii. Litter – including, but not limited to: flowers, fruit, seeds, leaves, branches, bark, etc.
 - iii. Flowers – fragrance, allergy, insect attractor, etc.
 - iv. Non-mortality causing insects or wildlife
 - v. Shade – sparse grass under the tree, etc.
 - vi. Surface roots
 - vii. Size – too big, or too small
 - viii. Age – too old
 - ix. Roots in sewer – problem is a faulty pipe; removing the tree does not fix the problem; (if the pipe is to be replaced and the tree location presents a problem, the tree may be removed at the Forester's discretion under § II C of this policy)

- B. Non-Safety Related Obstructed View
 - i. Advertising – tree blocks sign, banner, notice, building front, etc.
 - ii. Aesthetic View - obstructed view of an area, object, or other desired scene; some examples include: park, woods, water, house, street, horizon, etc.
- C. Elected Private Improvements initiated by a private party (not including ADA projects)
 - i. Widening of driveway
 - ii. Installation of a carriage walk
 - iii. Installation of private underground utilities – PERMIT REQUIRED
 - 1. Underground fence products [8.06(2)(b)]
 - 2. Underground sprinkler utilities (9.33)
- D. Others as determined by the City Forester

VI. Stump Removal

There are 6 classifications of stump removal. They are:

- A. Restorative Stump Grinding
 - i. In most restorative situations the tree stump is removed with a stump grinder
 - ii. Terrace is re-graded for proper sidewalk water drainage if necessary
 - iii. Debris is removed from the area
 - iv. Area is restored with dirt, seed and straw/hydromulch
 - v. Grinding takes place when weather is cooperative and grass seed germination is possible
- B. Non-Restorative Stump Grinding
 - i. Non-restorative stump removal is often due to improvement projects
 - ii. The stump is removed with a stump grinder
 - iii. The area is leveled off with the grindings
 - iv. The area is left until the project is completed
 - v. It is the responsibility of the Project Administrator to restore the area upon project completion
- C. “Replacement Scheduled” Small Stump Removal
 - i. The stumps of small trees [less than six (6) inches diameter], scheduled for replacement are not removed
 - ii. The stump is cut flush with the ground
 - iii. The stump is removed when the new tree is planted

D. Contract Stump Removal

- i. In situations where City equipment cannot be used to grind out a stump, a contractor may be employed at the Forester's discretion

E. Emergency or Elected Stump Digging

- i. In situations when the Forestry Division is unable to remove a stump in a time frame compatible with a project, (for example – gas leak, main break, sewer pipe replacement etc.) the Project Administrator may have the stump dug out or otherwise removed and would be held responsible for the restoration of the area under § VI B of this policy

In all of the above situations, it is the responsibility of the adjacent landowner to provide adequate watering to encourage germination and growth of the grass seed.

F. No Removal

- i. Stumps that are inaccessible to stump removal equipment are not removed (for example – stumps in wooded areas, conservancies, etc.) but may be chemically treated to eliminate sprouting

VII. Tree Removal Practices

- A. The Forestry Division will remove or cause the removal of all trees and stumps under City Jurisdiction (Municipal Code Chapter 25) unless the Forester issues a permit to Private Parties or City Contractors
- B. Forestry Crew tree removal is generally scheduled for the winter, but may be done throughout the year as needed in an emergency
- C. Small project [affecting less than five (5) trees] Public and Private Improvement removals may be scheduled within twenty (20) business days of Forestry Division acceptance of removal project subject to time and manpower available
- D. Large Scale Projects [five (5) trees and over] shall be at the Forester's discretion and subject to time and manpower available
- E. Forestry Crew stump removal is generally scheduled for spring through fall, when grass seed germination is best, but may be done throughout the year as ground frost and other factors permit

VIII. Fees

- A. There are no fees for City tree or stump removal if the tree meets the Tree Removal Criteria listed in § IV
- B. For trees that do not meet the Tree Removal Criteria in § IV, please see § IX of this policy for Associated Fees

IX. Unauthorized Removals

- A. Unauthorized tree and/or stump removals are subject to review by the Forester. Unauthorized removals include, but are not limited to: Vehicle Accidents, Vandalism, Non-Permit Removals, or other Illegal Activities.
- B. Each case will be reviewed individually and a Tree Value Assessment - developed by the Council of Tree and Landscape Appraisers and published in the Guide for Plant Appraisal - will be completed by the Forester to determine the Community Loss.
 - i. Cost of Cure Assessment for trees 6 (six) inches or less in diameter
 - ii. Trunk Formula Method for trees over 6 (six) inches in diameter
- C. The Community Loss is billed by the Parks, Recreation and Forestry Department



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # R.2

To approve the request by Downtown Green Bay, Inc. and Wello to install and donate a Green Bay placemaking sign on CityDeck.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. BG Placemaking Sign
2. GB Sign Map 3

PROPOSED GREEN BAY PLACEMAKING SIGN



SELECTED SIGN DESIGN

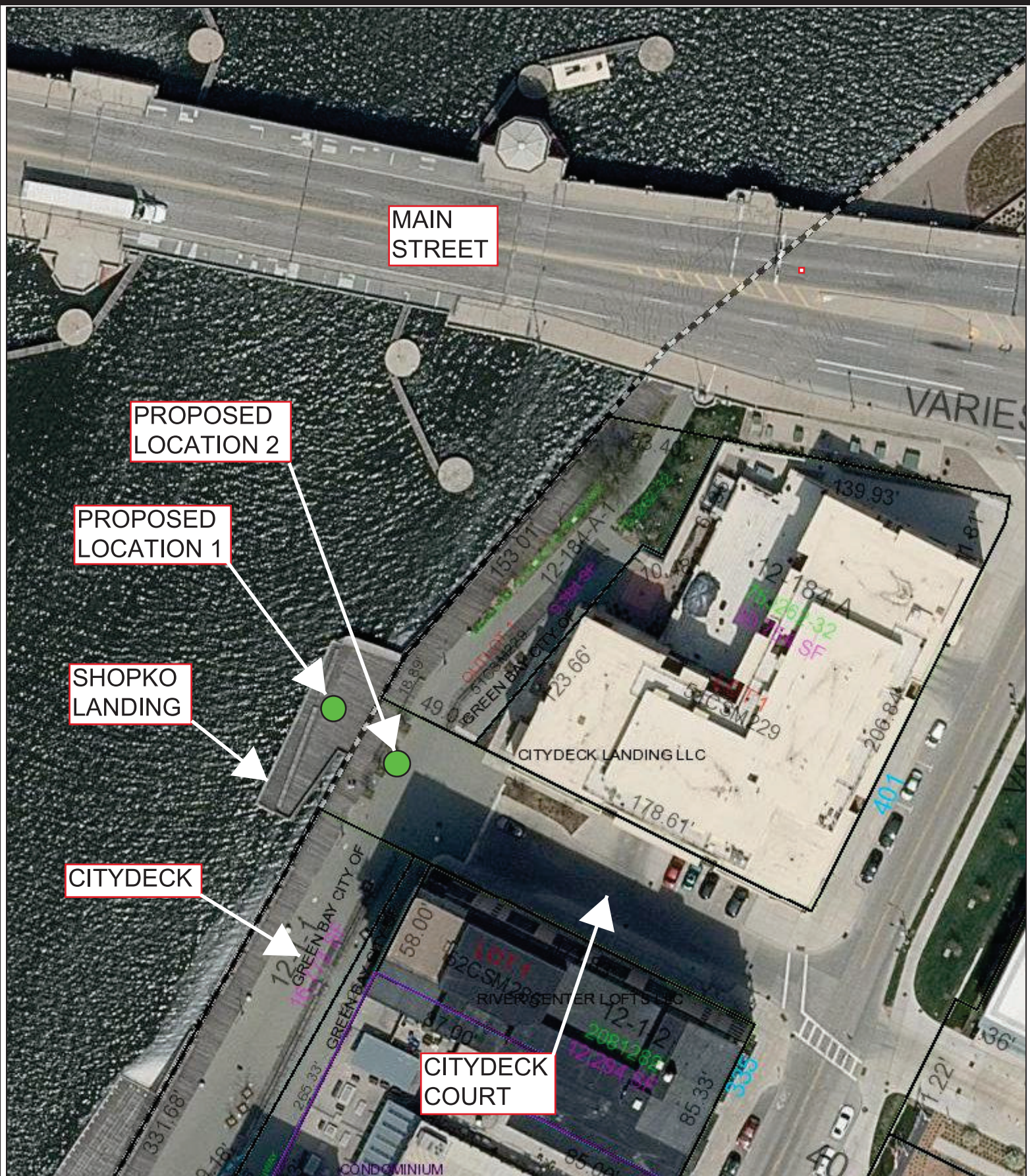
General Information:

- Donation by Downtown Green Bay, Inc. and Wello.
- Letters are approximately 8' tall and 18" wide.
- The letters will be set on a pedestal approximately 18" tall.
- Sign lighting will be provided.
- To be located on CityDeck. Staff will work with donor group to select the exact location.

Approximate cost: \$20,000

Funding Source: \$15,000 – Downtown Green Bay Inc.

\$5,000 – City Community and Economic Development Department



GREEN BAY PLACEMAKING SIGN PROPOSED LOCATION



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # R.3

To approve amending Sections of Chapter 28 of the Green Bay Municipal Code, relating to Parks and Recreation, to allow the Director of the Parks, Recreation and Forestry Department the ability to enforce the recently approved Park & Greenway Encroachment Policy.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT Ordinance Section 28-2 28-3 28-5

GENERAL ORDINANCE NO. 21-22

AN ORDINANCE
AMENDING SECTIONS OF CHAPTER 28,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKS AND RECREATION

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

SECTION 1. Section 28-2, Green Bay Municipal Code, is hereby amended to read:

Sec. 28-2. Director of Parks, Recreation and Forestry.

The Director of Parks, Recreation and Forestry (hereinafter "Director") shall be the same Director as appointed under section 2-79(7). The members of the Committee shall authorize this Director as the ~~engage a person skilled in the operation and management of parks, who shall be the Director of Parks, Recreation and Forestry (hereinafter "Director"), to administer and enforce the policies and regulations adopted by such Committee under Wis. Stats. Ch. 27. The Director shall administer the operation of the combined departments of parks, recreation, and forestry.~~

SECTION 2. Section 28-3, Green Bay Municipal Code, is hereby amended to read:

Sec. 28-3. Protection of parks and greenways.

- (a) *General prohibitions.* No person shall play ball games, golf, archery, or paintball, or use any device which propels a projectile using the force of a compressed gas or a motorized toy in public parks and greenways, except in and upon areas designed for such purposes.
- (b) *Damage to or removal of plants.* No person shall pluck or cause damage to any flowers, plants, fungi, shrubs, or trees growing in any public park or greenway. No person shall remove any plant, or parts of a plant, including fruit and seeds, without permission of park staff.
- (c) *Care of or removal of any living bird, animal, animal parts, or non-living objects.* No person shall mistreat or collect, remove from or add to (release of animals on site) from any City park or greenway any bird, animal, mammal, fish (outside of urban fishing regulations for the lagoon at the Wildlife Sanctuary), reptile, amphibian or insect, nor remove nests, feathers, pellets, dens, antlers, and bones (including any approved research project) without permission of park staff.
- (d) *Damage to or removal of property.* No person shall damage, deface, destroy, steal, take, or carry away any equipment used in or about the City parks and greenways. No person shall place equipment or items in parks and greenways (including, but not limited to, cameras, geo caches, deer stands, blinds, traps, etc.) without permission of park staff.
- (e) *Trail use in parks and greenways.* All persons are to remain on staff designated and marked nature trails for walking/hiking, and cross-country skiing. Biking shall only be allowed on trails so designated. After cross-country ski trails have been groomed for the season, no activity that damages the groomed trails shall be permitted (i.e., ski skating, snowshoeing, walking, etc.). Wildlife Sanctuary nature trails are not open for public biking, skate skiing, or

snowshoeing. At the Wildlife Sanctuary, walking off of the trails is not permitted unless conducting an approved research project.

- (f) **Encroachment prohibition. No property owner shall be allowed to intrude upon any public parks and/or greenways through the creation or extension of any mowing, physical structure, or flora above or below the surface of land, except as provided in section 44-358.**

SECTION 3. Section 28-5, Green Bay Municipal Code, is hereby amended to read:

Sec. 28-5. Enforcement.

- (a) *Duties of police.* **Except for as provided in section 28-5(c),** ~~T~~the Police Department shall enforce this chapter under the direction of the Mayor and Council.
- (b) *Responsibilities of patrons.* No person shall resist or in any way interfere with any police or special officer or offer to do so while in any park, on the beach, or in the public waters, or while conveying any person from such park to the City. When called upon by any police officer, any person in any park, on the beach, or in the public waters shall promptly assist such officer.
- (c) **Duty of Director. The Director shall enforce section 28-3(f) under the direction of the Mayor and Council.**

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. 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
[Date]



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # R.4

To approve the purchase of 12 new Scrambler Ride seat assemblies from Eli Bridge Company for Bay Beach Amusement Park for \$76,000 plus shipping costs.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. scam bucket quote
2. Signed Single Source Doc Bay Beach Scrambler Seats

Eli Bridge Company

800 Case Avenue, Jacksonville, IL 62650
Phone: (217) 245-7145 • Fax: (217) 479-0103
brooke@elibridge.com

Quote

No. 220804-01
Date: August 4, 2022

TO: City of Green Bay
Green Bay WI 54301

Scrambler Seats

Includes: Set of twelve new polished aluminum Scrambler seats complete with footbottoms, urethane molded cushions (in your color choice), decals (your choice of traditional, primary, or hot colors). Customer to provide pin size for seat tabs

Does not Include: Freight

PRICE:	FOB Jacksonville, IL \$76,000.00 US Dollars plus any applicable tax # Due to current lumber prices, there will also be a \$250 per crate charge for each seat if we ship LTL.
TERMS:	\$30,400.00 down payment with signed contract
Delivery:	Aprox. 8 weeks.
Freight:	You may arrange for pick up at our factory or request us to arrange for delivery. If you choose for us to make delivery arrangements, the freight expenses shall be billed separately and due upon delivery.

Customer is responsible for any regulatory/state certification and fees.

Fees for any engineering documentation that is required will be billed separately.

We propose to furnish the goods and/or services named (unless prevented by strikes, fires, delays caused by non-receipt of material, or other causes beyond our control), subject to the conditions noted below:

The equipment described herein above is offered for your acceptance within 30 days from the date of this offer. All prices are stated in U.S. currency and are FOB Jacksonville, Illinois USA. Furthermore, the parties herein agree that the law of the State of Illinois will govern their rights and duties and that the Circuit court of Morgan County, located in Jacksonville, Illinois, shall have jurisdiction to determine this agreement. An interest rate of 9% may be added to any late payment. Collection fees will be added to any unpaid balance that extends past the duration of this agreement. Late payments could result in the entire balance being forwarded to collection. By signing below, the purchaser agrees to the terms of this agreement and shall pay any costs associated with the collection of any amount not paid per this agreement.

Eli Bridge Company Officer

Date

Purchaser

Date

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

TO : Purchasing Division/Administrative Services

DATE: 09/09/22

FROM: Department/Division PRF Bay Beach

REQUISITION #

List "No Substitute" Item(s) here:

Set of twelve new polished aluminum Scrambler Seats compete with foot bottoms, urethane molded cushions, and decals.

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ \$76,000
☐ 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):

The current scrambler seats were manufactured in 1976. Due to corrosion and condition of the metal within the structure and frame components of each seat, we need to replace the current set with twelve new seats.

Bay Beach is required to only use ride parts sourced from the manufacturer. As such Eli Bridge must be the sole source for the Scrambler Seats. Funding will be provided by the Bay Beach 214 ride repair line item.

Approvals:

Requestor:

[Signature]

Date:

9/9/22

Department Head:

Daniel Detachett

Date:

9/9/2022

Purchasing Manager:

Thomas Walsh

Date:

9/9/22



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # R.5

To approve the request by Wisconsin Public Service for a utility easement in the Beaver Dam Creek Greenway adjacent to Chantel Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Easement_City of Green Bay_LI 3301342_3324064(2)

3301342

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay, a Municipal Corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns **and Time Warner Cable, Inc.**, (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 Lots 57 and 58 of the recorded plat of CLA Tanks Subdivision PC 2-9, being part of Private Claim 8 West side of the Fox River, **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

Tax Parcel Identification Number (PIN)

6-275-A

- 1. Purpose: ELECTRIC UNDERGROUND and GAS** - 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 vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services; natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, 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

City of Green Bay, a Municipal Corporation

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)

OF _____)SS

COUNTY)

OF _____

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ City of Green Bay, a 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

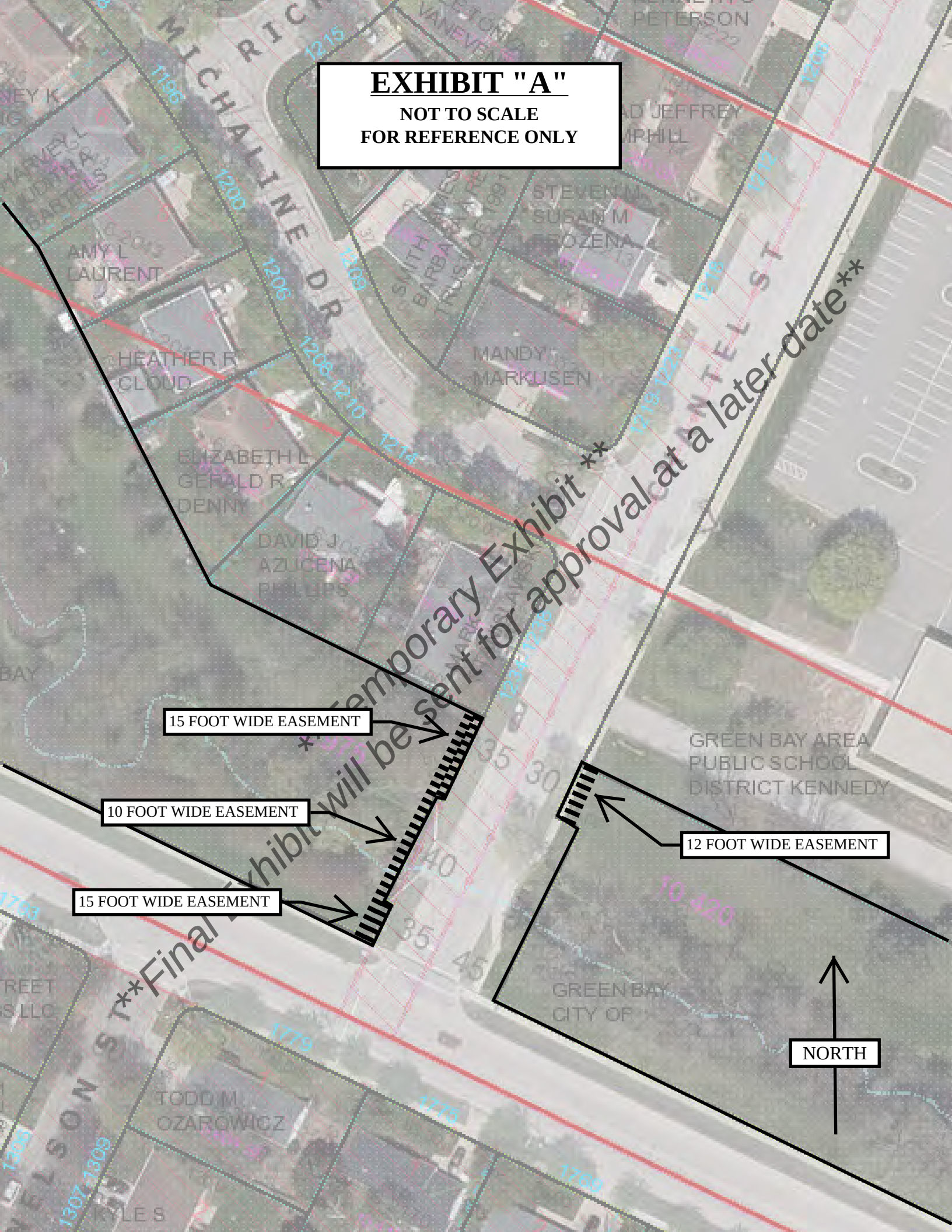
My Commission expires:

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1463837	WMIS-3324064	3301342	INT11-463-837

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



15 FOOT WIDE EASEMENT

10 FOOT WIDE EASEMENT

15 FOOT WIDE EASEMENT

12 FOOT WIDE EASEMENT

NORTH



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

AGENDA ITEM # S.I

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

- a. Parking Building Technician - Public Works
- b. Financial Analyst - Administrative Services
- c. Planner I - Community and Economic Development
- d. Electrician - Public Works

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Request to Fill Memo 9.13.2022
- 2. Parking Building Technican - DelFrate 09.13.22
- 3. Request to Fill - Financial Analyst 09.2022
- 4. Request to Fill - Planner I 09.22
- 5. Request to Fill Electrician 09.2022

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joe Faulds
Chief of Operations

Re: Request to Fill Vacant Positions

Date: September 13, 2022

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

- Parking Building Technician – Replacement position due to the resignation of Louis DelFrate effective on September 13, 2022. Wage range: \$18.92 - \$22.96 per hour (Pay Grade E).
- Financial Analyst – Replacement position due to the resignation of Sherry Hallsten effective on September 16, 2022. Wage range: \$22.76 - \$26.79 per hour (Pay Grade G).
- Planner I – Replacement position due to the resignation of Madison Smith effective on September 23, 2022. Wage Range: \$51,979 - \$61,110 (Pay Grade H).
- Electrician – Replacement position due to the resignation of Brandon Kamm effective on September 16, 2022. Wage Range: \$27.18 - \$31.97 (Pay Grade I).

Position Justification Form

August 30, 2022

Position Title: **Parking Building Technician – DPW Parking Division**

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

 X Replacement Position Not a Replacement Position

This position is vacant as a result of the resignation of Louis DeFrate effective at the end of his regular work shift on Tuesday, September 13, 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 funded in the Parking Division's operating budget. The 2022 wage range is set at \$18.92 to \$22.96 per hour (Pay Grade E).

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

Parking Division's mission is to provide clean, safe, dependable, and reasonably priced public parking services. The Parking Building Technician position plays a key role in achieving these goals and objectives by performing duties such as cleaning facilities, washing windows, snow removal (seasonal), pressure washing parking ramps, maintaining landscaped areas (seasonal), removing/cleaning waste, and other debris. Additionally, with the automation of the parking ramps (gates now down 24/7/360) this position is key to helping maintain security coverage beyond Parking Division's contracted security services.

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

The Parking Building Technician position does not generate revenue directly. However, PBT's assist parking patrons with proper use of automated PARCS equipment when necessary so they can pay parking fees.

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

Parking Division's complement of Parking Building Technician staff is three (3) employees. There are currently just enough staff members to maintain proper shift coverage. The PBT staff complement cannot be reduced without negative impact on parking operations, and employee health, safety, and morale.

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

During a Parking Building Technician vacancy, shifts are filled by another Parking Division employee. If employees are not available to fill vacant shifts, then the shift goes vacant if an acceptable minimum staffing level is present. Otherwise the vacancy must be filled using overtime.

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

Parking facility cleanliness, safety, customer service, traffic control, and security would be reduced if this position goes unfilled

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

Alternative staffing methods include forcing Parking Division employees to cover duties and hours of vacant shifts. One hardship would be night staff (scheduled 8:00 p.m. to 6:30 a.m.) working in advance of or after their shift to cover vacant PBT shifts. This would result in reduced rest periods between shifts for this work group, which can cause safety concerns for operating equipment and driving vehicles.

9. Are there union issues?

No

10. Other supporting comments.

The City attempted to privatize its parking operation in 1998. This proposal was met with significant debate and was defeated. After seeing what occurred with privatization of the City of Chicago parking system, Green Bay Parking Division is not interested in dealing with the increased costs and problems of a privatized public parking system, especially given the fact that the current system is functioning well.

**Position Fill Request
Justification Report
September 6, 2022**

Position Title: Financial Analyst

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

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

This position will be vacant due to the resignation of Sherri Hallsten effective at the end of the work day on 9/16/22.

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

Yes, this position is in the current budget. The current wage range for the position is \$22.76-\$26.79 per hour (Pay Grade G).

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

This position is responsible for the following:

- Monitor and record daily cash transactions
- Reconcile numerous bank accounts
- Gathers, proofs, analyzes, summarizes, and posts financial related data. Manage stale outdated checks and turnover unclaimed checks
- Record, monitor and comply with room tax revenues reports monthly and annually
- Maintains investment information and records changes.
- Calculates, verifies, and invoices other funding sources for salaries and other expenses including annual chargebacks to departments
- Oversees Tyler Munis revenue module and issues adjustments to invoices for all City departments. Follows-up on aged receivables. Maintains records for tax roll.
- Compiles 74.41 charge-backs and 74.315 omitted taxes to Dept. of Revenue.
- Prepares General Billing invoices to Water Utility.
- Calculates and bills PILOTs and trailer taxes
- Monitors and keeps records on monthly/annual lease payments.
- Audits petty cash accounts
- Performs a variety of follow-up activities and creates necessary journal entries.
- Updates TIF cash flow spreadsheets and completes annual TIF report for WDOR.
- Track developer agreements including milestones, payouts, and invoicing.
- Assist with Joint Review Board reporting.
- Support with budgeting and annual audits related to TIFs.
- Maintains debt service spreadsheets and updates as necessary.
- Provides back up support to the Account Clerk II. Phones, door, mail
- Assist with other duties as assigned by the Finance Director and Assistant Finance Director

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

By staying on top of our aged invoices we stand a higher likelihood of collecting the revenue due to the City. In addition by following up on transient houses we are able to collect additional revenue through room tax. Time spent related to TIDs is charged back and funded by those TIDs.

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

This position is essential to the daily monitoring of the City's cash.

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

Other employees will be assisting with the job duties including the other Financial Analyst, Senior Accountant, Assistant Finance Director and Finance Director.

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

Great attention to detail is required to monitor the millions of dollars that flow through the City. Limited time for review increases the risk of errors and the potential for more findings during the next annual audit.

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

Many of these tasks are unable to be outsourced.

- 9. Are there union issues?**

No

**Position Fill Request
Justification Report
September 7, 2022**

Position Title: Planner I

- 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 a replacement resulting from the resignation of Planner I Madison Smith, effective September 23, 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.**

This position is included in the current budget at Grade H with a salary range of \$51,979-\$61,100.

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

Planner I is responsible for all land division activities and environmental reviews. Also integrally involved with short- and long-range planning; monitoring comprehensive plan in relation to community development; assists with official mapping, rezonings, conditional use permits and planned unit developments; reviews multiple-family, commercial and industrial site plans; process permit requests for signs, temporary uses and home occupations, prepares reports and graphics for board presentations.

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

Not directly, fees collected are part of the department's permitting and plan review. Direct revenue is generated through City Action fees (rezoning, Conditional Uses, etc.) and platting/subdivision processing. The City benefits from increased tax base through new construction and reinvestment in properties impacted by planning staff work.

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

This is a full-time planning position. Other planning staff are at capacity with existing workloads and other duties/responsibilities would need to be reduced or removed to accommodate Planner I workload.

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

They are being performed by the current Planner I. After she leaves, only the essential duties will be able to be assigned to other staff until the position is filled.

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

Long- and short-range planning activities that promote development in the city. Physical planning, public outreach and facilitation, urban design, project coordination and GIS mapping. Also work related to planning and zoning including primary customer contact/assistance, staffing the Plan Commission, review and approval of site plans and sign permits, and capacity to process zoning petitions.

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

Contracting with a consulting firm. However, the hourly rate for such firms exceeds in-house costs making it more costly. Also, availability of consultants will make our current services less efficient or not possible to provide.

9. Are there union issues?

This is not a union position.

10. Other supporting comments.

**Position Fill Request
Justification Report
September 8, 2022**

Position Title: Electrician – DPW Traffic Division

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

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

This position is vacant as the result of the resignation of Brandon Kamm effective at the end of the work day on Friday, September 16, 2022.

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

Yes, this position is currently funded in the DPW operating budget. The current wage range for the Electrician position is \$27.18/hour to \$31.97/hour (Pay Grade I).

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

The position is one of 7 Electricians (1 Electrician Foreperson, and 6 Electricians) who perform routine and emergency maintenance and construction on all of the City's electrical equipment including traffic lights, city-owned street lights, sewer lift/pump stations, parking structures, HVAC equipment, amusement park rides, and other types of electrical systems. DPW Electrical Section serves all City departments, with significant assistance provided to Park, Police, and Fire Departments. DPW also provides traffic signal maintenance services to the City of DePere, and emergency electrical service for Brown County DPW as needed.

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

This position generates revenue for the City, by providing traffic signal maintenance services to the City of DePere, and emergency electrical service to Brown County Public Works.

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

Electrical Section staffing was reduced from 7 to 6 Electricians in January of 2008 due to budget restraints. The section was brought back to 7 members for 2022. Reductions will not allow Electrical Section to keep up with work responsibilities.

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

When absences occur, Electrical Section prioritizes projects, and declines work request from City departments other than DPW. In effect, less work is done when there is a vacancy.

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

Electrical assistance to other City departments would be eliminated or greatly reduced if this vacancy is not filled. This would require other departments to seek electrical help from private contractors. Electrical Section's first priority is to maintain 1) traffic signals, 2) street lights, 3) sewer lift stations, and 4) DPW facilities. If time is available after that, then DPW will assist other departments.

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

Privatization and higher associated costs to the City

9. Are there union issues?

No

10. Other supporting comments.

DPW-Traffic Division Electrical Section is a valuable asset to all City departments. City Electricians maintain a unique institutional knowledge of the City's systems. This innate knowledge allows them to address issues more effectively and efficiently than any outside vendor.

The City continues to increase the number of street lights under City jurisdiction, reducing the cost paid to Wisconsin Public Service for streetlight maintenance and repair. Business Improvement Districts also continue to increase the number of amenities that require electrical maintenance and repair performed by DPW Electrical Section.

As the amount of City-owned services increase, DPW Electrical Section services also increases.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # S.2

To refer to staff to research and create a Job Description of a civilian-level Humane Officer Assistant for consideration to fund during the 2023 budget. (Ald. Brunette Communication)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # S.3

For discussion to refer to staff to research and create a Job Description of a Legislative Assistant to the City Council for consideration to fund during the 2023 budget. (Ald. Brunette Communication)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

AGENDA ITEM # S.4

To approve staff to negotiate as planned for the successor agreement to the 2020-2022 City of Green Bay and Green Bay Professional Police Association Agreement.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Detail Summary of Projects Issued

8/1/2022 to 8/31/2022

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
109627	2067 BUCKTHORN TR..6H-4443	BROBERG CONSTRUCTION LLC		\$1,207.38	\$340,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH ATTACHED GARAGE Took to EC on 7/20						
109647	1615 E SONATA DR..21-6669-38	GREGG R & CHRISTINE C VERBETEN JOINT REVOCABLE TRUST		\$1,471.46	\$710,000.00	Pending
[1-101 - Residential - New - Single Family House] SINGLE FAMILY HOME W/ATTACHED GARAGE PAID \$150 INSTEAD OF \$125						
109648	2664 INDIAN HILL DR..6H-1069-12	KATHLEEN D & GERALD R AASE		\$1,204.11	\$319,700.00	Pending
[1-101 - Residential - New - Single Family House] NEW 1 STORY PLUS BASEMENT SINGLE FAMILY HOME W/ ATTACHED GARAGE Took to EC 7/20						
109719	1208 LAKE LARGO DR..21-8439	LARGO RIDGE DEVELOPMENT LLC		\$1,140.66	\$270,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOUSE WITH ATTACHED GARAGE						
109866	2885 SUSSEX RD..22-2089	TJDM LLC		\$1,291.71	\$320,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME WITH ATTACHED GARAGE						
109911	421 4TH ST ..2-181	NEIGHBORWORKS GREEN BAY		\$883.22	\$215,000.00	Pending
[1-101 - Residential - New - Single Family House] New single family home EC to Kelli - 8/12						
108707	1138 MOJAVE TR..6H-4233	TERRY J & MELODY S IATTONI		\$180.00	\$47,800.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] 3 SEASON ROOM						
109513	1738 11th AV..1-1271	WELTY PARTNERS LLC		\$273.88	\$75,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] COMPLETE REMODEL						
109545	526 SKYLINE BLVD..21-822-30	STRATEGIC HOME SOLUTIONS LLC		\$358.50	\$100,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIRING FIRE DAMAGES						
109629	1145 KENWOOD ST..1-2267	PATTEN REAL ESTATE LLC		\$205.00	\$62,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL - NEW FLOORING THROUGHOUT, RAISE BEAM IN LIVING ROOM, INSTALL NEW PATIO DOOR, KITCHEN CABINETS AND ISLAND, 16' X 16' AND 4' X 4' CONCRETE PATIOS, GATE AT FENCE, REMOVE CHIMNEY, BATH VANITY.						
109663	712 S BAIRD ST..17-449-B	CESAR R TAFOLLA		\$100.00	\$4,600.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] NOT FOR BEDROOM						
109723	2495 EDGEWOOD CT..21-93-7	TONY & KELLY L ANDERSEN		\$205.00	\$100,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL - CASED OPENING HEIGHT AND WIDTH INCREASE						
109822	2461 HE-NIS-RA LN..6H-1887	NICKOLAS X MINEAU		\$100.00	\$4,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIRS FROM FIRE IN BASEMENT						
109848	2115 9th ST..6H-1570	EDGARDO X GONZALEZ CRUZ, ETAL		\$50.00	\$19,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIR ROOF AND SIDE WALL FROM TREE DAMAGE						
109850	1831 14th AV..1-1316-A	BGC HOME INVESTMENTS LLC		\$205.00	\$20,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] SHORE UP FOUNDATION, INTERIOR AND EXTERIOR REHABILITATION						

109856	1324 DELRAY DR..6H-1842	JAMES R MALEWISKI	\$50.00	\$22,900.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF REPLACEMENT W/ TRUSS REPAIR					
109877	509 MANCHESTER DR..6-2686	BRYCE N VAN HEMELRYK	\$255.00	\$3,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH					
109899	1509 S RIDGE RD..1-1400-A	EVAN WATERMOLEN	\$380.00	\$25,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL INTERIOR, NEW DECK					
110025	1215 REED ST..3-1201	BRIAN M & CANDACE C TURK REVOCABLE TRUST OF 2022	\$180.00	\$40,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL					
110041	1611-1613 EDGEHILL DR..6H-1898	WESLEY KONOWALSKI	\$282.00	\$12,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL					
107636	1124 S MONROE AV..16-77	JASON S & ELIZABETH J BOCHE	\$100.00	\$32,865.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] 17 X 18 DECK VARIANCE REQUESTED - 07/18/22 Approved					
109119	535 WESLEY AV..21-820-R-33	NORITA SCHWARZENBART	\$100.00	\$6,360.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
109422	2930 FINGER RD..21-144-1	STEVEN L & DEBORAH M WIESMAN REVOCABLE TRUST	\$100.00	\$3,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPAIR /REPLACE DECK					
109435	3302 NICOLET DR..22-61-5	CHRIS E BLACKBURN, ETAL	\$100.00	\$4,000.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK - FRONT OF HOUSE					
109449	506 MATHER ST..5-93	CHADD A ARNOLD	\$75.00	\$1,482.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE FRONT PORCH					
109818	3030 SUNSHINE PL..6H-2758	MIKHAIL G LYSENKO	\$75.00	\$19,300.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] 12' X 14' DECK					
109833	1629 WOLVERINE TR..21-7500	MARIA PEREZCASTILLO	\$50.00	\$2,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO *8/8 - VM FULL - UNABLE TO LEAVE MESSAGE THAT PERMIT IS READY FOR PICKUP/PAYMENT					
109838	711 PORLIER ST..16-149	GREG & JODY LAPLANTE	\$100.00	\$5,100.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE EXISTING ENTRY DECK WITH NEW					
109857	2470 MARY JO DR..21-4176	CORY G & NICOLE E MASSART	\$50.00	\$2,950.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
109886	2174 SHAMROCK LN..6H-1674	BRENDA L ALICEA	\$50.00	\$4,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
109915	2044 BUCKTHORN TR..6H-4435	MARK & SHERY HENDRICKS	\$75.00	\$3,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
109981	814 14th AV..2-594	KIM COR PROPERTIES LLC	\$75.00	\$1,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REBUILD DECK					
109987	863 HOWARD ST..3-964	JOHN P REESE	\$50.00	\$500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] INSTALL RAILINGS ON EXISTING BACK PORCH					
110000	915 WAVERLY PL..1-1359-C	PETER J SCHLEINZ	\$75.00	\$14,700.00	Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE FRONT STOOP WITH 6' X 4' STOOP AND ADD NEW 20' X 12' DECK ON BACK - Deck being built before permit issued. Not being built per plan. Footing depth and size inspection needed. Rough in required.

110020	325 WINDWARD RD..21-4830	JOHN W HARRISON	\$50.00	\$10,500.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO AND DRIVEWAY EXPANSION					
110053	912 SHEA AV..18-125	BARBARA P & DENNIS E REED	\$75.00	\$26,597.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
110088	629 S TAYLOR ST..6-154-1	JOSHUA S SUESS	\$50.00	\$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REMOVE DECK. BUILD TWO STEPS TO INSWING DOOR.					
105774	157 GARDEN GATE CT..6H-1069-7	CROSBY MASON W & MOLLY C REVOCABLE TRUST	\$50.00	\$30,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION					
108581	1930 EVERBREEZE RD..6H-1985	LUKE & ELIZABETH SCHNEIDERWENT	\$75.00	\$3,300.00	Pending
[11-1 - Fence (Residential)] FENCE AND PATIO					
108714	577 RUTH ST..21-2475-F-33	RIGOBERTO ESPINOZA MELGOSA, ETAL	\$50.00	\$8,900.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT AND EXPANSION					
108904	3360-3362 WIGGINS WAY..22-1597	JANE L BLAIR	\$100.00	\$3,000.00	Pending
[11-1 - Z - Misc Project Not Listed (Residential)] INSTALL 2 EGRESS WINDOWS AND WELLS AT PROPERTY. *NEED EC FORM SIGNED					
109262	2679 RADINZ RD..21-6178	AMY A & RONALD J LAFAVE	\$50.00	\$2,500.00	Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE					
109362	3027 EMMALANE DR..21-8106	MEGAN M VOGEL	\$50.00	\$11,100.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' VINYL					
109489	1867 SMITH ST..21-2167-4-3	CARINA SANTOSPerez	\$50.00	\$4,000.00	Pending
[11-1 - Fence (Residential)] FENCE					
109525	403 NORTHERN AV..5-343	AUTUMN SCHLEIS	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)] FENCE - 6'					
109561	348 ABRAMS ST..21-1272-2	ADAM R & ABIGAIL J LEHNERZ	\$50.00	\$3,860.00	Pending
[11-1 - Fence (Residential)] FENCE - 4' CHAINLINK					
109573	327 S MONROE AV, LOWER/UPPER..14-422	JOURNEY TO ADULT SUCCESS INC	\$70.00	\$6,270.00	Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE					
109585	561 SUPERIOR RD..21-3116	ROBERT JACOB WOJTKIEWICZ	\$50.00	\$1,650.00	Closed
[11-1 - Swimming Pool (Residential)] POOL					
109591	400 VAN CASTER DR..21-5762	CHALLIS & VICKI T WILSON	\$50.00	\$9,815.00	Closed
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY					
109608	2801 DOE TRAIL..6H-2459	JOHN L BREUNINGER, ETAL	\$50.00	\$13,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY					
109613	1056 DOUSMAN ST..5-1159	DAVID JONES	\$75.00	\$6,000.00	Pending
[11-1 - Z - Misc Project Not Listed (Residential)] REPAIR STAIRS					
109646	1506 7th ST..6-495-A	JAMES W RHODES	\$50.00	\$8,738.64	Pending

[11-1 - Foundation Repair (Residential)] FOUNDATION WALL STABILIZATION

109667	1622 HAROLD ST..19-469	ROSARIO LOPEZ	\$50.00	\$18,000.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
109670	1153 LOCH DR..6-605	JACKIE K & ZACHARY J AUSLOOS	\$50.00	\$24,000.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
109672	932 N CLAY ST..7-199	BRETT C & CINDY L DEMARS	\$50.00	\$19,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
109673	920 N CLAY ST..7-200	CINDY LOU & BRETT C DEMARS	\$50.00	\$19,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
109674	1525 BEAUCHAMP ST..1-2542	JADAK PROPERTIES LLC	\$50.00	\$2,300.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] ADDING PARKING SLAB ADJACENT TO EXISTING DRIVEWAY					
109686	920 APHRODITE RD..21-4276	JAMES J & MARY S FAUBERT	\$50.00	\$9,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY					
109699	1638 BOLAND RD..6-1377	NALEE & YENG LEE	\$50.00	\$7,125.00	Closed
[11-1 - Z - Misc Project Not Listed (Residential)] EGRESS WINDOW					
109714	1261 SHADOW LN..1-2211	NICK M & DONALD E & JEFFREY A CIALDELLA	\$50.00	\$4,000.00	Pending
[11-1 - Fence (Residential)] 5' VINYL FENCE					
109729	1142 S OAKLAND AV..1-509	WIN & HTAY KHIN & OO WAI YAN THET	\$50.00	\$3,500.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' VINYL					
109730	855 WAVERLY PL..1-1331	ADAM G & KIMBERLY RUDNESS	\$75.00	\$2,000.00	Pending
[11-1 - Z - Misc Project Not Listed (Residential)] HOT TUB ELECTRICAL APPLICATION COMING AFTER MAKE-A-WISH APPROVAL.					
109734	429 S ROOSEVELT ST..14-1301	SHARIF & KHADRA ABDI MOSE	\$50.00	\$1,344.84	Pending
[11-1 - Fence (Residential)] FENCE - 4' CHAINLINK					
109766	1124 S WEBSTER AV..16-316	MICHAEL J GEGARE, ETAL	\$50.00	\$6,895.00	Pending
[11-1 - Fence (Residential)] 6' CEDAR FENCE					
109769	1668 FIESTA LN..21-1111-P-17	SANDY & CHARLESENGUM	\$50.00	\$200.00	Closed
[11-1 - Fence (Residential)] FENCE - 4' CHAINLINK					
109771	1255 HICKORY HILL DR..1-1709	CAROL A & RONALD G COUILLARD	\$50.00	\$3,800.00	Closed
[11-1 - Fence (Residential)] 6' VINYL FENCE					
109773	1216 S RIDGE RD..6-192-4	JOSEPH STRINGHAM, ETAL	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE *Need EC signed.					
109774	808 WILSON AV..18-395-A	ROBERT J & NANCY C VANBEEK	\$50.00	\$5,680.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
109778	1134 S CLAY ST..17-18	VANEE A RANSOM	\$50.00	\$8,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACING DRIVEWAY					
109779	1344 SUBURBAN AV..6-1499	CRAIG T KAMHOLTZ	\$50.00	\$8,000.00	Closed
[11-1 - Driveway Replacement and/or Expansion (Residential)] DONE WITHOUT PERMIT					

109783	119 S WEBSTER AV..14-296 [11-1 - Garage/Carport/Shed (residential)] GARAGE	ROBERT O SARGENT	\$100.00	\$12,500.00	Pending
109796	1391 WILLOW CREEK PARKWAY..21-7442 [11-1 - Fence (Residential)] 4FT VINYL FENCE	CRAIG & BROOKE LINZMEIER	\$50.00	\$14,000.00	Pending
109799	1919 OAKDALE AV..21-1845 [11-1 - Fence (Residential)] FENCE - 6' WOOD AND CHAINLINK	AMANDA MILANOWSKI	\$50.00	\$2,000.00	Pending
109806	224 ALLARD AV..5-549 [11-1 - Fence (Residential)] CHAIN LINK FENCE	LISA M ANTONISSEN	\$50.00	\$4,297.00	Pending
109807	1115 MT MARY DR..21-1111-D-74 [11-1 - Swimming Pool (Residential)] IN GROUND POOL WITH FENCE AND OUTDOOR POOL PUMP AND HEATER EQUIPMENT	JENNIFER M & DANIEL P BECKER	\$200.00	\$88,000.00	Pending
109808	2819 ST. ANN DR..21-1111-D-66 [11-1 - Fence (Residential)] FENCE - 6' CHAINLINK	JEHRAD J BUTLER	\$50.00	\$1,500.00	Pending
109814	2105 ENDERBY LN..21-817-23 [11-1 - Fence (Residential)] 4' CHAINLINK FENCE	DONALD P & DYAN M SLEGER REVOCABLE LIVING TRUST	\$50.00	\$9,102.00	Pending
109821	1120 MARSHALL AV..18-202 [11-1 - Z - Misc Project Not Listed (Residential)] EGRESS WINDOW	KIMYATTA RATLIFF	\$75.00	\$5,000.00	Closed
109825	851 LUKE LN..21-1342-11 [11-1 - Fence (Residential)] 4' WOOD FENCE	HEATHER B COLLINS	\$50.00	\$5,520.00	Pending
109827	1420 ELM ST..8-125 [11-1 - Fence (Residential)] 6' WOOD FENCE	LISHEIDY & LUIS PALACIOS	\$50.00	\$3,000.00	Pending
109828	1125 S CHESTNUT AV..1-776 [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY	K&EM INVESTMENTS LLC	\$50.00	\$8,400.00	Pending
109829	953 REDLEY CT..1-1314 [11-1 - Fence (Residential)] 4' CHAINLINK FENCE	TAMMIE L & SCOTT T HUSSIN	\$50.00	\$3,800.00	Closed
109830	410 PORLIER ST..16-34 [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY Double fee	PATRICK J DRURY	\$100.00	\$5,000.00	Pending
109834	201 CLEVELAND ST..3-182 [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY	JOSE R TORRESNAVARRO	\$50.00	\$8,000.00	Pending
109836	2495 IRONWOOD DR..6H-2445 [11-1 - Garage/Carport/Shed (residential)] SHED	DENISE M & MICHAEL R MAEDKE	\$50.00	\$5,349.00	Closed
109841	1518 CARROLL AV..1-2117 [11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR - STRAIGHTEN BOWING FOUNDATION WALLS, INSTALL STEEL 4" I BEAMS 5 ' ON CENTER, INSTALL FOUNDATION DRAINAGE WRAP TO EXTERIOR, INSTALL EGRESS WINDOW	MICHAEL A AUSTIN	\$50.00	\$25,000.00	Pending
109843	579 HARVEST RD..21-522 [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION	LORI J & GEORGE R BURMASTER	\$50.00	\$10,000.00	Pending
109851	1106 LAWE ST..17-103 [11-1 - Fence (Residential)] 6' WOOD FENCE	JAMIE L KNIGHT	\$50.00	\$3,500.00	Pending
109854	1656 CROOKS ST..21-1443-8	BRETT METZLER, ETAL	\$100.00	\$1,950.00	Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY *DOUBLE FEE - CASE 121184					
109861	1410 ALPINE DR..21-7640	ASHLEY L & ADAM J SHEPHERD	\$50.00	\$4,749.00	Closed
[11-1 - Fence (Residential)] FENCE - 4' CHAINLINK					
109864	1856 BADGER ST..6-1887	CHAO & KANGIA YANG	\$50.00	\$6,100.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED					
109876	1228 MARQUETTE AV..1-1548	NICOLE A SMITH	\$50.00	\$5,531.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
109900	2006 BEECH TREE CT..6H-1706	ANDREW J & JANE A BASTEN	\$50.00	\$20,000.00	Pending
[11-1 - Z - Misc Project Not Listed (Residential)] ROOF REPAIR - REPLACE 7 TRUSSES AND SOME WOOD ON GABLE END OF GARAGE					
109902	3518 GLEN ABBEY DR..22-1927	JENNIFER L & MARK RIEDY	\$50.00	\$7,625.00	Pending
[11-1 - Z - Misc Project Not Listed (Residential)] EGRESS WINDOW					
109905	1326 DIVISION ST..5-1329-3	CAITLIN G MCNAMARA	\$50.00	\$4,086.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
109907	3175 OPEN GATE TR..6H-3719	WILLIAM T NETHING	\$50.00	\$7,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION					
109909	605 ABRAMS ST..21-2629	BRAD R WILLQUETTE	\$400.00	\$30,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] STOP WORK ORDER FROM EW 08/10/22 - WORKING W/O PERMITS ALLOWED CLEAN UP THE HAZARDS UNTIL THE PERMIT IS ISSUED - PAULVC 8/13/2022 *WAITING FOR HVAC					
109926	1003 S IRWIN AV..17-553	WOOLVERTON J & K JOHNSON SUPPLEMENTAL NEEDS TRST	\$200.00	\$35,000.00	Pending
[11-1 - Swimming Pool (Residential)] INSTALL POOL AND FENCING					
109942	1232 CRESTWOOD DR..6H-1156-7	JACOB BIEHL	\$50.00	\$1,200.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 10 X 12 METAL SHED					
109959	1322 BIEMERET ST..6-849	ABBIE R WITHBROE	\$50.00	\$9,720.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
109967	1202 ELMORE ST..5-1312-A	MARY M BLAIR	\$50.00	\$9,900.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
109968	1540 LANGLADE AV..6-1300	CAROLINE E & DOROTHY M RASMUSSEN	\$50.00	\$2,500.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' WOOD					
109971	1122 BIEMERET ST..1-2425	DUSTIN A ARMSTRONG	\$50.00	\$3,000.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' WOOD					
109976	1466 GRIGNON ST..17-1042	ANNA B MERTENS	\$50.00	\$11,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY					
109977	1163 12th AV..1-662-B	THOMAS F & BARBARA A STASZAK	\$50.00	\$5,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY					
109980	305 MICHELLE CT..21-6361	CATHY APISA	\$50.00	\$15,000.00	Pending
[11-1 - Fence (Residential)] 6' ALUMINUM FENCE					
109982	1193 REED ST..3-1052	SAWYER & SAMANTHA MYERS	\$50.00	\$5,293.00	Pending

[11-1 - Foundation Repair (Residential)] ANCHOR SYSTEM FOR FOUNDATION WALL STABILIZATION

109988	3508-3510 GOLF DR..21-16-1-7	MARK C ZELTEN	\$50.00	\$10,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REMOVE CONCRETE DRIVEWAY AND INSTALL ASPHALT					
110005	601 ABRAMS ST..21-2628	TRISTA J ROBISHAW	\$50.00	\$9,800.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' wood					
110010	1580 ELLIS ST..19-245	LAURA B HENDERSON	\$50.00	\$1,700.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' vinyl					
110016	1230 BERNER ST..20-44-20	RICHARD S & BRIDGET A REED	\$50.00	\$5,500.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' wood					
110017	1356 VANDERBRAAK ST..21-1646	NICHOLAS HUBERTY	\$50.00	\$4,200.00	Closed
[11-1 - Fence (Residential)] 6' VINYL FENCE					
110018	1137 ROCKDALE ST..1-1391-F	NATHAN GIANNUNZIO	\$50.00	\$7,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY AND WALKWAY					
110024	1730 DEBRA LN..21-1111-P-57	JENNA FALTYSKI	\$50.00	\$6,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY					
110028	2259 JAMESFORD AV..21-1111-S-11-A	MEIERBACHTOL LIVING TRUST	\$50.00	\$11,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY, NO ROW WORK					
110042	900 N BUCHANAN ST..18-930	NANCY M PEIL	\$50.00	\$6,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT					
110051	1317 S ONEIDA ST..1-410	CMW LLC	\$50.00	\$8,494.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' VINYL					
110063	2670 GOOD SHEPHERD LN..6H-3818	DAHLIN BERNARD E & ALYCE G REVOCABLE TRUST	\$50.00	\$13,000.00	Pending
[11-1 - Fence (Residential)] 6' VINYL FENCE - 285 FT					
110067	1200 DOUSMAN ST..5-649	JASON P BLAZA	\$100.00	\$12,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY					
110073	1205 12th AV..1-664	ENNEPER ERIC T & FAYE M IRREVOCABLE TRUST	\$50.00	\$5,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY, SAME LAYOUT AND DESIGN, NO ROW WORK					
110082	1136 S BROADWAY..1-760	KYLE J PATERNOSTER	\$50.00	\$1,300.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' WOOD					
110104	343 SWISS HILL DR..21-82-21	MILES & TAYLOR GANZ	\$50.00	\$9,659.00	Pending
[11-1 - Fence (Residential)] FENCE- 4' SOME WROUGHT IRON AND SOME CHAIN LIKE					
110151	1325 STUART ST..14-1433	ZUITA G ROMERO	\$50.00	\$4,500.00	Pending
[11-1 - Fence (Residential)] CHAIN LINK FENCE					
110158	1173 SHADOW LN..1-2227	BRETT R GOETSCH	\$50.00	\$2,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE EXISTING DRIVEWAY					
110168	921 STUART ST..14-724	EVERARDO & IRENE CUIEL	\$50.00	\$8,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT, NO WORK IN ROW					

109101	2056 MAIN ST..21-1361-3-6	C&H ENTERPRISES LLC	\$330.00	\$3,070.00	Pending
[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] EXTENSIVE MAINTENANCE/REPAIRS					
109923	2261 IMPERIAL LN..21-3371	KOBLE INVESTMENTS LLC	\$120.00	\$34,667.00	Pending
[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] DECK REPLACEMENTS					
109924	2263 IMPERIAL LN..21-3371	KOBLE INVESTMENTS LLC	\$120.00	\$34,667.00	Pending
[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] DECK REPLACEMENTS					
109945	1760 BADGER ST..6-257-3	BADGER PARK APARTMENTS LLC	\$70.00	\$12,000.00	Pending
[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] DECK REPAIR					
109946	1762 BADGER ST..6-257-3	BADGER PARK APARTMENTS LLC	\$70.00	\$12,000.00	Pending
[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] DECK REPAIRS					
103116	630 E WALNUT ST..11-239	WALNUT STREET LLC	\$70.00	\$25,900.00	Closed
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] REPAIR ROOF/DECK/CHIMNEY					
108056	100 W MASON ST..2-78	GREEN BAY REDEVELOPMENT AUTHORITY	\$0.00	\$7,900,000.00	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)] SHIPYARD PHASE 1 - PARK PROJECT					
108224	3466 E MASON ST ..21-171-2	ERIE ROAD PROPERTIES LLC	\$32,121.71	\$29,000,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] EC APPROVED 5/4/22					
108259	645 HEYRMAN ST..21-1287	R & R PROPERTIES LLP	\$1,458.51	\$450,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] EC Approved					
108722	400 SCHOEN ST..21-1298-1	JUAN MALDONADO	\$730.00	\$152,000.00	Pending
[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] NEW STAIRWAY TO BASEMENT					
109229	520 N BROADWAY , Unit: SUITE 110..5-1757	DDL HOLDINGS LLC	\$1,397.35	\$76,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TENANT BUILDOUT					
109447	340 N BROADWAY, SUITE 280..5-1761	DDL HOLDINGS LLC	\$290.00	\$5,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] SUITE ALTERATION					
109452	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	\$2,010.58	\$150,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NO PLUMBING UNTIL PLANS ARE APPROVED. - Paulvc 7/28/2022					
109476	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$2,908.65	\$3,258,586.90	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] BLDG 5 & 54 - Paper Machine 7 & 8 Related Work					
109665	211 N WASHINGTON ST..12-21	AJ TODEY LLC	\$210.00	\$33,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] DEMO ONLY					
109693	408 S MILITARY AV..6-1771	DENIS J & TONI M TOONEN	\$360.00	\$4,600.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] THIS IS NOT A SALON, BARBER SHOP ONLY					
109694	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	\$1,234.40	\$495,204.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] 1ST FLR MRI REPLACEMENT					
109751	1400 LOMBARDI AV..6-310-1	LOMBARDI CENTER LLC	\$1,286.28	\$150,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] LOBBY & FRONT FACADE ALTERATION					

109755	825 CHALLENGER DR..21-143-4	ENZYMATIC THERAPY LLC	\$500.00	\$370,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ROOMS 548, 556 & 557 - MINOR ALTERATIONS					
109855	421 S MILITARY AV ..6-118	MARSHALL LIVING TRUST	\$430.00	\$0.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
109879	2230 MAIN ST, SUITE B ..21-457-6	WEICHMAN LLC THE	\$360.00	\$15,000.00	Closed
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] US CELLULAR BUILD OUT					
109904	1330 LIME KILN RD..23-244	JBS GREEN BAY INC	\$360.00	\$60,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] HEALTH DEPARTMENT ALTERATIONS *PER SMET, NO PLUMBING WORK BEING DONE, NO SPRINKLER WORK					
109937	400 SCHOEN ST..21-1298-1	JUAN MALDONADO	\$120.00	\$152,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NEW WINDOWS					
109939	450 N MILITARY AV..6-71	MOSKI CORP	\$500.00	\$201,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ANYTIME FITNESS ALTERATIONS					
109963	600 S WEBSTER AV..14-803	BELLIN MEMORIAL HOSPITAL INC	\$190.00	\$2,500.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] GOLDEN HOUSE OFFICE USE					
109965	1375 CEDAR ST..8-329	ANA MARIA ORTEGA MORANO	\$70.00	\$5,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] EXPLORATORY DEMO					
109984	1114 MAIN ST..14-1	GREATER SOURCE LLC	\$560.00	\$5,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] DUEL SPORTS BAR went out of business, moving it to 419 N Broadway. Removing equipment for new location.					
109986	419 N BROADWAY..5-885	419 LLC	\$210.00	\$5,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Moving Duel Sports Bar to here. Prep for that move.					
109077	3757 FINGER RD ..21-22	CARNIVORE MEAT CO	\$49,219.49	\$51,000,000.00	Pending
[33-320 - Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)] \$25000 SWB EC APPROVED 8/5/22					
109463	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$1,240.00	\$667,954.00	Pending
[33-320 - Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)] BLDG 169 - ELECTRICAL BLDG					
108746	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$2,525.00	\$2,533,650.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commercial)] Variance required \$25000 SWB					
109148	1740 COFRIN DR..21-1189-2	COFRIN PROPERTIES LLC	\$550.00	\$75,000.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commercial)] EC APPROVED 7/28/22					
109291	1518 WESTERN AV..6-135-C	SCHOEN STREET CONDO RENTALS LLC	\$165.00	\$23,700.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] ROOF MOUNTED SOLAR PANELS					
109292	1520 WESTERN AV..6-135-C	SCHOEN STREET CONDO RENTALS LLC	\$165.00	\$9,800.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] ROOF MOUNTED SOLAR PANELS					
109293	1428 S OAKLAND AV, Unit A..1-1036	SCHOEN STREET CONDO RENTALS LLC	\$165.00	\$33,700.00	Closed
[34-1 - Z - Misc Project Not Listed (Commercial)] ROOF MOUNTED SOLAR PANELS					
109296	1428 S OAKLAND AV, Unit B..1-1036	SCHOEN STREET CONDO RENTALS LLC	\$165.00	\$20,800.00	Closed
[34-1 - Z - Misc Project Not Listed (Commercial)] ROOF MOUNTED SOLAR PANELS					

109441	955 CHALLENGER DR..21-146-13	EURO PHARMA INC	\$70.00	\$45,910.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commerical)] 0 FT SETBACK VARIANCE REQUESTED - 07/18/22 VARIANCE APPROVED - 7/29					
109711	1614 CASS ST..21-1334-3	IGLESIA DE RESTAURACION PALABRA VIVA INC	\$70.00	\$10,000.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commerical)] REPAVE PARKING LOT					
109720	834 S MILITARY AV..6-455	HARNOWSKI RICHARD & BARBARA L REVOCABLE TRUST	\$70.00	\$4,500.00	Pending
[34-1 - Fence (Commercial)] 6' WOOD FENCE					
109852	500 N MONROE AV..11-102	GREEN BAY RADIATOR LLC	\$70.00	\$8,000.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] RAZE ROOF TOP BILLBOARD HAVE KEVIN ATTEND THE INSPECTION AS WELL AS ROB.					
109892	2625 HUMBOLDT RD..21-2456	TOWER MOTEL OF WISCONSIN LLC	\$190.00	\$26,409.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] REPAIR DAMAGE FROM VEHICLE IMPACT					
109920	1555 W MASON ST..6-462	MILITARY AVE PARTNERS LLC	\$711.76	\$200,000.00	Pending
[34-649 - Raze- Building or Structure (Commercial)] RAZE BUILDING / CONSTRUCT NEW CLUB CARWASH					
109922	2259 IMPERIAL LN..21-3371	KOBLE INVESTMENTS LLC	\$470.00	\$34,667.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] DECK REPLACEMENTS					
109940	695T DOUSMAN ST ..5-1147	GREEN BAY CITY OF PARK DEPT	\$140.00	\$16,000.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] TDS METROCOM PROJECT CABINET 0913GA					
109941	2110T EASTMAN AV ..21-2148	GREEN BAY CITY OF PARK KENNEDY & PUMP HOUSE	\$140.00	\$16,000.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] TDS METRO PROJECT CABINET 0913TA					
109961	1820 MILLS ST..21-1223	EAST SIDE MUNICIPAL GARAGE	\$0.00	\$121,489.00	Pending
[34-1 - Roofing (Commercial)] ROOF REPLACEMENT					
109973	1206 WESTERN AV..3-819-F	NOEMI ILASMINEMONTIEL, ETAL	\$70.00	\$6,500.00	Pending
[34-1 - Roofing (Commercial)] RE-ROOF - SHINGLES					
110002	1720 WESTERN AV..6-131-1	CHARLES A & MARILYN J PERRY	\$70.00	\$24,660.00	Pending
[34-1 - Roofing (Commercial)] ROOFING					
110003	1670 WESTERN AV..6-132-A	CHARLES A & MARILYN J PERRY	\$70.00	\$24,660.00	Pending
[34-1 - Roofing (Commercial)] ROOFING					
110004	1740 WESTERN AV..6-130	CHARLES A & MARILYN J PERRY	\$70.00	\$24,660.00	Pending
[34-1 - Roofing (Commercial)] ROOFING					
110012	2261 IMPERIAL LN..21-3371	KOBLE INVESTMENTS LLC	\$220.00	\$40,000.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] SILL PLATE REPLACEMENT & FOUNDATION SEALING					
110039	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$300.00	\$221,029.00	Pending
[34-1 - Fire Protection Sprinkler (Commercial)] Modified system to accomodate new limits on paper storage there. On 1st and 2nd floors.					
110075	1740 COFRIN DR..21-1189-2	COFRIN PROPERTIES LLC	\$140.00	\$275,000.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACING ENTIRE PARKING LOT					
110163	100 N JEFFERSON ST..11-216	GREEN BAY CITY OF CITY HALL	\$0.00	\$1.00	Closed
[34-1 - Siding (Commercial)] TEST					

109777	1548 CEDAR ST..19-148	PRESTIGE INVESTMENTS LLC	\$50.00	\$500.00	Closed
[40-1 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE REPAIR					
109784	1016 MORAIN WAY 2..6-3013	MURRAY M GLEFFE	\$50.00	\$800.00	Closed
[40-1 - Electrical Service - Repair (Residential)] REPAIR ELEC PIPING AND REMOUNT METER BASE					
109805	1443 SHANNON ST..6-1174	EDWARD C & DIANE M ERICKSON	\$50.00	\$3,301.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE FROM 100A OH TO 200A UG					
109824	1449 14th AV..1-277	JOLENE A FISCHER	\$50.00	\$600.00	Closed
[40-1 - Electrical Service - Repair (Residential)] REPLACE SERVICE RISER					
109832	808 CHERRY ST..10-77	RUESCH PROPERTIES LLC	\$50.00	\$700.00	Closed
[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIRS					
109839	1302-1304 HOBART DR..6H-1676	LORI B DESTARKE	\$175.00	\$100,000.00	Pending
[40-1 - Electrical Service - Repair (Residential)] STORM DAMAGE REPAIRS					
109849	407 JOHN ST..8-555	MARGARET M VANDERMUSS	\$50.00	\$1,500.00	Closed
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE					
109880	121 S TAYLOR ST..6-1893	JOHN H & PAULA EHLERS	\$50.00	\$15,961.00	Closed
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] ADDING TWO 15 AMP CIRCUITS FOR BLOWER MOTOR FOR JETTED TUB					
109888	1177 SHADOW LN..1-2226	DOROTHY HARRSCH	\$50.00	\$50.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] KITCHEN REMODEL					
109893	511 PEACH TREE LN..6-1822	PATRICE A & RANDALL L GERSMEHL	\$50.00	\$3,000.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE - 60 AMP TO 100 AMP OVERHEAD					
109910	860 HUBBARD ST..5-576	DANIEL G SCHMIDT	\$70.00	\$6,800.00	Pending
[40-1 - Electrical Service - Repair (Commercial)] REPLACE SERVICE AND FUSES					
109953	900 WILSON AV..18-359-A	FRANK J & ROSE A VANDERSTEEN	\$50.00	\$900.00	Closed
[40-1 - Electrical Service - Repair (Residential)] REPLACE MAST AND METERBASE					
109958	1601 N QUINCY ST..20-684-A	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$570.00	\$4,011,190.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] BIOGAS GENERATOR					
109962	2545 MARY JO DR..21-3969	JORDAN D TLACHAC	\$50.00	\$1,900.00	Pending
[40-1 - Electrical Service - Change (Residential)] PANEL CHANGE					
109975	1628 CROOKS ST..21-1558	WILLIAM E SCHMIDT	\$100.00	\$1.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] GENERATOR					
109985	1500 GRIGNON ST..17-1034	ELIZABETH & RAFAEL SANTOS	\$50.00	\$2,500.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE					
110001	901 UNIVERSITY AV..7-585	GREEN BAY CITY OF	\$0.00	\$236,863.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INTERIOR LIGHTING UPGRADES					
110021	1150 S WEBSTER AV..16-318	DUSTIN SALES	\$50.00	\$2,500.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] REPLACING OLD KNOB AND TUBE WIRING WITH NEW WIRING					
110029	1132-1134 WILSON AV..18-225	SCOTT P & LISA A ALLEN	\$50.00	\$800.00	Pending

[40-1 - Electrical Service - Repair (Residential)] REPAIR OVERHEAD SERVICE RISER - DAMAGED FROM TREE LIMB

110033 1226 S MILITARY AV..6-1767 VANDERLEEST INC \$70.00 \$3,500.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALL NEW TRACK LIGHT ON MAIN FLOOR AND SIGN HOOK UP

110044 1485 KURTZ AV..17-1074 FREEDOM INVESTING LLC \$50.00 \$2,197.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] WIRING REPAIRS

110045 1400 N BAIRD ST..21-1198-6 PERRY PARK PARTNERS ETAL \$70.00 \$3,407.00 Withdrawn

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] SERVICE POLE REPLACEMENT

110060 1234 CHANTEL ST..6-2039 MARK & JOHN STANISLAWSKI \$50.00 \$965.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] ADD RECEPTACLES TO BASEMENT FOR FUTURE BEDROOM

110083 2472 WEST POINT RD..6H-1684 DANIEL DUDEK \$50.00 \$3,175.00 Pending

[40-1 - Electrical Service - Change (Residential)] 200 AMP UG SERVICE UPGRADE WITH SOME BASEMENT WIRING VIOLATIONS TO REPAIR. INSTALLING NEW MILBANK METER PEDESTAL AND SQD LOAD CENTER QD 200 AMP 42 SPACE.

110084 710 BAY BEACH RD..20-691 20691 LLC \$70.00 \$9,245.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALL OF FIRE PUMP SERVICE

110085 1258 SHADOW LN..1-1423-A-4 STADIUM VIEW PROPERTIES LLC \$50.00 \$1,600.00 Closed

[40-1 - Electrical Service - Change (Residential)] EMERGENCY SERVICE CHANGE

110091 1954 WOOD LN..6H-1502 JAMIE L & HEATHER L HENDRICKS \$50.00 \$800.00 Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE

110093 1079 SHAWANO AV..3-228 MORGAN PROPERTY HOLDINGS LLC \$50.00 \$2,000.00 Closed

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

110106 1006 N CHESTNUT AV..18-519 KEVIN A SKOLOS \$50.00 \$700.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] INSTALL SUBPANEL AND OUTLETS IN GARAGE

110123 1383 MINAHAN ST..6-727-A LEONARD & ROSE MARIE ZASADA \$50.00 \$1,850.00 Pending

[40-1 - Electrical Service - Repair (Residential)] REPLACE PERISCOPE CONDUIT AND METERBASE

110135 1155 WEISE ST..20-442 MICHAEL J DELANEY \$50.00 \$300.00 Pending

[40-1 - Electrical Service - Change (Residential)] REPLACE MAIN BREAKER IN EXTERIOR METER STACK

110146 1329 LAWE ST..17-471 SCOTT BEHLING \$50.00 \$2,000.00 Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE FROM 60 AMP TO 100 AMP OVERHEAD

110147 1636 CROOKS ST..21-1556 JOHN SMITH \$50.00 \$3,000.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE CHANGE / BASEMENT REWIRING

110166 2455 CENTURY RD..6H-1060-1 AMERHART ASSOC \$70.00 \$633.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] LUG FAILED ON METER SOCKET, REPAIR NEEDED

109689 2130 KING JAMES DR..6H-3158 ZACHARY J & JORDYN T HENDZEL \$50.00 \$4,500.00 Closed

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109728 262 INNSBRUCK CT..21-5923 SPOFFORD REVOCABLE LIVING TRUST \$50.00 \$5,800.00 Closed

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

109770 823 11th AV..2-473 DAVID R STILES \$50.00 \$5,254.00 Closed

[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109772	1445 13th AV..1-1696	DAVID M & KATHLEEN A HAANEN	\$100.00	\$1,300.00	Closed
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER AND WIRING FOR AC

109788	832 N HENRY ST..21-2174	SCOTT J & RACHEL A LINDNER	\$50.00	\$5,746.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109789	924 LYNDON ST..18-584	SAMANTHA VANDREEL	\$50.00	\$6,700.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109790	1410 SAND HILL DR..6H-2830	JAMES E & LORI S WILLIAMS	\$50.00	\$3,750.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109791	1955 EVANS DR..6H-2442	AMY L & WILLIAM L KUPSH	\$50.00	\$3,875.00	Closed
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

109792	1202 S ONEIDA ST..1-1939	DEBRA K NELSON	\$50.00	\$7,125.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

109793	1714 BOND ST..6-58-7	TODD A & JENNIFER ROGERS	\$50.00	\$8,000.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

109795	1409 9th ST..6-544	RANDY & WENDY WALLACE	\$50.00	\$7,400.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109800	328 CONOVER DR..6-2562	URSULA MERTZ	\$50.00	\$6,800.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109801	1043 S VAN BUREN ST..16-304	ANDREW & ASHLEY BETZ	\$50.00	\$5,050.00	Closed
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[50-1 - AC Unit Only (Residential)] A AIR CONDITIONER

109802	826 MARQUETTE AV..2-1112	CATHERINE L HEYING	\$50.00	\$10,825.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

109803	2168 WOODCREST DR..6H-3275	BRAD F & CAROLEE RICHARDSON	\$50.00	\$3,000.00	Closed
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

109809	2946 JAUQUET DR..21-73-4	JOSEPH P & MICHELLE S JAUQUET	\$50.00	\$4,300.00	Pending
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109820	2397 SYCAMORE DR..21-3997	KOS HATCHERIES LLP	\$140.00	\$7,809.00	Closed
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[50-1 - Heating and Air Conditioning Units (Commercial)] A FURNACE AND AIR CONDITIONER

109826	1129 COLONIAL AV..1-1788	KATHLEEN M PALMER	\$50.00	\$8,550.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] AN AIR CONDITIONER

109842	801 MITCHELL ST..6-390	THOMAS J & MARY B MATHYS	\$50.00	\$3,200.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE REPLACEMENT

109844	1419 BIEMERET ST..6-903	SUSAN E MIKLE	\$100.00	\$5,700.00	Closed
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[50-1 - AC Unit Only (Residential)] FURNACE

109846	1779 DEBRA LN..21-820-M-23	MEGAN K & CODY R CONWAY	\$50.00	\$8,700.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109865	926-928 BELLEVUE ST..21-1330-5 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	KIVA PROPERTIES LLC	\$50.00	\$8,600.00	Closed
109867	1200 13th AV..1-727 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	JOHN T MCKEE	\$50.00	\$7,150.00	Closed
109868	941 9th ST..1-320 [50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER	MASON SCHNEIDER	\$50.00	\$7,600.00	Pending
109869	521 S IRWIN AV..17-420 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	SERAFIN P & MARIA I PATINO	\$50.00	\$3,900.00	Pending
109870	1611 KALAHARI DR..6H-3192 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	BRIAN M & TAYLOR L CAMPBELL	\$50.00	\$5,750.00	Closed
109871	2872 SWEETFERN DR..6H-4188-72 [50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER	MICHAEL E & KAREN M TILLY	\$50.00	\$16,100.00	Pending
109874	862 PHASIANUS ST..21-5652 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	BUNTIN PAUL W & MARLENE C REVOCABLE TRUST	\$50.00	\$3,900.00	Closed
109875	3313 STAR CREEK CT..21-7579 [50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER	JOHN P & MELANIE L CHRISTENSEN	\$50.00	\$18,000.00	Pending
109883	1745 LOST LN..21-1295-1-5 [50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER	RODRIGO & TRACY M ARVIZU	\$50.00	\$6,400.00	Closed
109884	977 HOLZER ST..18-794-A [50-1 - AC Unit Only (Residential)] AIR CONDITIONER *DOUBLE FEE FOR WORKING W/OUT PERMIT	TERILYN CRABB	\$100.00	\$3,957.00	Closed
109889	117 N JACKSON ST..10-81 [50-1 - Heating Unit Only (Residential)] A FURNACE	SAMUEL M MOKE	\$50.00	\$3,500.00	Closed
109895	3011 SUMMER PL..6H-3113 [50-1 - Repair/Alter Existing HVAC System (Residential)] BOILER W/ ELECTRICAL WORK	MATTHEW D & CASSANDRA A STREMER	\$100.00	\$7,000.00	Closed
109897	808 CHERRY ST..10-77 [50-1 - Heating Unit Only (Commercial)] DUCTWORK, PERMIT HAS FURNACE CHECKED BUT PER JOE RUESH, NO FURNACE IS BEING INSTALLED.	RUESCH PROPERTIES LLC	\$70.00	\$1,000.00	Closed
109898	2641 VICKI LN..21-4529 [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER W/ ELEC WIRING	DENNIS J & DAWN C ABTS	\$100.00	\$13,000.00	Pending
109901	2849 SUSSEX RD..22-1915 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	HANNAH N & LEE D SCHUCHART	\$50.00	\$7,941.00	Pending
109913	638 ST. MARTIN CT ..21-5647 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	BRENT T MEYER, ETAL	\$50.00	\$5,091.00	Pending
109914	229 NEWHALL ST..19-274 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	ERIC J MORGAN	\$50.00	\$6,589.00	Pending
109932	530 SARATOGA ST..6-1863-12 [50-1 - Heating Unit Only (Residential)] A FURNACE	PAMELA J HUTCHINSON	\$50.00	\$4,000.00	Pending
109935	740 BELLEVUE ST..21-2053	JEFFREY & BARBARA VANDERZANDEN	\$50.00	\$10,000.00	Closed

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

109955	130 N HENRY ST..21-1224-1	GREEN BAY CITY OF MUNICIPAL GARAGE	\$0.00	\$117,925.00	Pending
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[50-1 - Heating and Air Conditioning Units (Commercial)] MAINTENANCE GARAGE HVAC

109956	831 MT MARY DR..21-1111-D-57	SARA & JACQUELYNE NELSON	\$50.00	\$12,350.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

109957	1064 BELLEVUE ST..21-416-3	JOHN & STEPHANIE L HERMAN	\$50.00	\$5,282.00	Closed
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

109970	2128 FARLIN AV..21-2207	KARLA J WEIBEL	\$50.00	\$10,442.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

109972	1200 SPARTAN RD..21-234	BAY SUMMITT LLC	\$50.00	\$6,500.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

109974	1275 ELIZA ST..17-318	MICHAEL L DRANEY, ETAL	\$50.00	\$8,094.00	Pending
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109989	2020 PACKERLAND DR..6H-2473	JACOB DEMMITH	\$50.00	\$11,450.00	Pending
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109990	409 S FISK ST..6-115-1	MICHAEL K & BUFFY LEE LUBINSKI	\$50.00	\$3,700.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109991	516 WESTPLAIN DR..6-2486	RICHARD & KAREN SINETTE	\$50.00	\$8,200.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109992	1168 E WALNUT ST..14-272	BRADLEY & SHAINA LABERGE	\$50.00	\$4,850.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109993	1013 ETHEL AV..18-997-10	FRANCIS & TAMMY BACKHAUS	\$50.00	\$3,950.00	Pending
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

109994	829 ERNST DR..6-159-D	LILIA M SANCHEZ	\$50.00	\$4,800.00	Pending
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[50-1 - Heating Unit Only (Residential)] A BOILER

109995	1716 OAK LEAF DR..6H-1269-19	WILLIAM M BARKER	\$50.00	\$8,900.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109998	517 HEYRMAN ST..21-2523-9	JACK R WALLACE REVOCABLE TRUST	\$50.00	\$8,825.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

110006	637 S MADISON ST..15-148	PAUL D SIBERT	\$50.00	\$9,700.00	Pending
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[50-1 - Heating Unit Only (Residential)] A BOILER

110007	2397 SYCAMORE DR..21-3997	KOS HATCHERIES LLP	\$140.00	\$7,846.00	Pending
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[50-1 - Heating and Air Conditioning Units (Commercial)] A FURNACE AND AIR CONDITIONER

110008	2442 SYCAMORE DR..21-4017	KOS HATCHERIES LLP	\$70.00	\$4,081.00	Pending
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[50-1 - AC Unit Only (Commercial)] AN AIR CONDITIONER

110009	2404 SYCAMORE DR..21-4012	KOS HATCHERIES LLP	\$70.00	\$4,100.00	Pending
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[50-1 - AC Unit Only (Commercial)] AN AIR CONDITIONER

110013	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$70.00	\$112,000.00	Pending
	[50-1 - AC Unit Only (Commercial)] AIR CONDITIONER - BLDG 24 MCC ROOM				
110030	532 GOODELL ST..17-836-A	JOHNNY R HARGREAVES	\$50.00	\$6,000.00	Closed
	[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
110050	1723 12th AV..1-1291-D	DAVID G PETERSEN	\$50.00	\$4,300.00	Pending
	[50-1 - AC Unit Only (Residential)] AIR CONDITIONER				
110052	1651 FIESTA LN..21-1110-M-38	KEVIN A & TONI L ODGERS	\$50.00	\$5,000.00	Pending
	[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER				
110054	3033 WEST POINT RD..6H-1191-2	DANIEL J & KRISTIN HAGER	\$50.00	\$3,000.00	Pending
	[50-1 - Heating Unit Only (Residential)] A FURNACE				
110062	1209 LAWE ST..14-1199	MANDI L GEZELLA	\$50.00	\$4,600.00	Closed
	[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
110064	845 BADER ST..21-455-6	& CD BAY MANOR LLC	\$70.00	\$7,094.00	Pending
	[50-1 - AC Unit Only (Commercial)] AIR CONDITIONER				
110068	1400 N BAIRD ST..21-1198-6	MAYRA SANCHEZ	\$50.00	\$6,432.00	Pending
	[50-1 - Heating Unit Only (Residential)] A FURNACE				
110080	1349 ELIZA ST..17-531	EMILY C & BRIAN J RITTER	\$50.00	\$7,000.00	Pending
	[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE				
110081	468 STELLA VISTA DR..21-4380	JOAN C OTRADOVEC	\$50.00	\$6,700.00	Closed
	[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITOINER				
110100	2346 UTAH AV..21-270-3	RONALD W SCHULTZ	\$50.00	\$8,000.00	Pending
	[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER				
110101	415 S HURON RD..21-7448	TINA MARIE CONRAD	\$50.00	\$4,900.00	Pending
	[50-1 - Heating Unit Only (Residential)] A FURNACE				
110102	1635 CAREFUL DR..6-1660-18	DALE R BERG, ETAL	\$50.00	\$4,375.00	Pending
	[50-1 - Heating Unit Only (Residential)] A FURNACE				
110107	2331 PECAN ST..21-4003	KOS HATCHERIES LLP	\$140.00	\$7,846.00	Pending
	[50-1 - Heating and Air Conditioning Units (Commercial)] A FURNACE AND AIR CONDITIONER				
110110	2397 SYCAMORE DR..21-3997	KOS HATCHERIES LLP	\$140.00	\$7,846.00	Pending
	[50-1 - Heating and Air Conditioning Units (Commercial)] A FURNACE AND AIR CONDITIONER				
110111	828 VENUS DR..21-4636	RYAN M & AMANDA L WEHSE	\$50.00	\$5,232.00	Pending
	[50-1 - Heating Unit Only (Residential)] A FURNACE				
110115	1285 7th ST..1-1742	JANET E HECKER	\$50.00	\$7,877.00	Pending
	[50-1 - Heating Unit Only (Residential)] A BOILER				
110130	118 S WASHINGTON ST..12-341	MICHAEL P & KATHRYN L TUBBS	\$140.00	\$11,060.00	Pending
	[50-1 - Heating and Air Conditioning Units (Commercial)] FURNACE & AIR CONDITIONER				
110131	2589 TERESA CT..21-6530-30	JEFFREY A & JOAN C HUNTOON	\$50.00	\$5,000.00	Pending

[50-1 - Heating Unit Only (Residential)] A FURNACE

110132	1003 WINFORD AV..18-256	DANIELLE MCCARTHY	\$50.00	\$15,134.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

110133	2012 OAKDALE AV..21-1889-1	JAIME L RETTKE	\$50.00	\$14,055.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITONER

110134	1611-1613 EDGEHILL DR..6H-1898	WESLEY J KONOWALSKI	\$100.00	\$4,454.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITOINER
CASE 121514 - ALREADY INSTALLED - DOUBLE FEE PER JASON

110139	228 CLEVELAND ST..3-1167	ERIC G & KRISTINA A BURNS	\$50.00	\$5,000.00	Pending
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

110140	1377 DOUSMAN ST..6-108-G	JAMIE L & TRAVIS L ARBEITER	\$50.00	\$8,700.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

110141	237 JACOB ST..21-1819	SEAN HEESACKER	\$50.00	\$8,950.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

110142	1309 SAN JOSE PL..3-1290	THOMAS G & BARBARA ANN HERMANN	\$50.00	\$4,850.00	Pending
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[50-1 - Heating Unit Only (Residential)] A FURNACE

110160	565 ONTARIO RD..21-5376	BLAINE T & JESSICA A BODART	\$50.00	\$7,826.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

109668	1109 S JACKSON ST..16-233	CAROLYN J OLEARY	\$125.00	\$10,959.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT

109745	509 ELIZA ST..16-62-B	ATAMUNOABALARI T & SUZAN IBIBO	\$1,080.00	\$1,200.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] INSTALL SUMP PUMP LATERAL

109746	463 HEYRMAN ST..21-1443-31	MICHAEL J & VICKI A WARDEN	\$1,080.00	\$2,550.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] INSTALL SUMP PUMP LATERAL UP TO SIDEWALK TO CONNECT TO STORM SEWER

109765	2552 DUNBAR LN..6H-2421	BOBBY R GARCIA	\$30.00	\$6,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] RELAY LEAKING WATER LATERAL

109785	2584 CHERRYWOOD LN..6H-2163	MANUEL MARGARET J REVOCABLE TRUST AGT	\$30.00	\$12,100.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] REPLACE EXISTING SUMP PUMP AND YARD DRAIN LATERAL TO PROPERTY LINE

109798	569 LARSCHIED ST..21-2678-7	DEVON MAYO	\$50.00	\$7,924.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE TUB TO SHOWER & REPLACE MIXER VALVE

109804	2040 CRESTWOOD SPRINGS DR..6H-4445	JAMES D KEON	\$100.00	\$4,000.00	Pending
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[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS

109810	845 HOWARD ST..3-959	MELISSA PETERS	\$30.00	\$3,640.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

109811	1342 CROOKS ST..17-379	BRUCE E & MARY B LARSON	\$60.00	\$750.00	Closed
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[60-1 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY AND WATER LINE REPAIR

109812	1428 BEAUCHAMP ST..1-2007-L	BEAUCHAMP GB LLC	\$1,080.00	\$1,000.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION

109819	127 N ONEIDA ST..3-1060-A	STEVEN J AUSLOOS	\$30.00	\$6,000.00	Closed
[60-1 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY SEWER REPAIR					
109823	3495 YORKSHIRE RD..22-1810	DWIGHT L & MARLYS E DAGUE	\$100.00	\$3,700.00	Closed
[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS					
109835	973 ST. CHARLES DR..21-1111-D-7	DEBRA R MUNSON	\$30.00	\$6,000.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPAIR SANITARY LATERAL					
109859	1431 ROCKDALE ST..6-867	WILLIAM B & WENDY A COON	\$50.00	\$13,800.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
109860	1760 BOND ST..6-58-11	JEFFREY & MARIE ROBINSON	\$50.00	\$13,079.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
109862	1073 LANGLADE AV..1-1396	PAMELA MOMMAERTS	\$50.00	\$16,164.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
109863	1302 CHICAGO ST..17-418	NORMAN A KRUEGER	\$50.00	\$9,524.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
109882	2734 FINGER RD..21-150-2	PAMELA J MISKY	\$30.00	\$1,724.00	Closed
[60-1 - Water Heater (Residential)] WATER HEATER					
109896	840 13th AV..2-552	LUZ MARINA & JOSE LUIS NUNEZ DE VALLE	\$1,080.00	\$5,500.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
109903	624 COLUMBIA AV..5-263	RAMIZ CHAUDHARY	\$50.00	\$5,500.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE DRAIN PIPING, WATER PIPING, KITCHEN SINK AND BATHROOM GROUP FIXTURES					
109906	1561 DOUSMAN ST..6-98-2	SEVENWOOD LLC	\$30.00	\$10,150.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Commercial)] REPLACE 2 EXISTING CATCHBASINS					
109912	1019 N CLAY ST..7-336	DAVID FALTYNSKI	\$70.00	\$2,495.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] INSTALL 2 FAUCETS AND RELOCATING KITCHEN SINK DRAIN & INSTALLING SINK					
109916	808 CHERRY ST..10-77	RUESCH PROPERTIES LLC	\$140.00	\$2,500.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] REPAIR PIPES IN BASEMENT & REPLACE FIXTURES IN APARTMENT.					
109925	3176 MORNINGWOODS CT..21-8188	ANDREW R & KIMBERLY MAGYAR	\$30.00	\$10,000.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] RELOCATE EXISTING 12" PVC TO PROPERTY LINE AND INSTALL ONE CATCH BASIN CONTINUE RUNNING 12" PVC TO SW PROPERTY CORNER AND INSTALL 2ND CATCH BASIN					
109928	2261 IMPERIAL LN..21-3371	KOBLE INVESTMENTS LLC	\$140.00	\$1,000.00	Closed
[60-1 - Water Heater (Commercial)] WATER HEATER INTALLED IN 2019					
109929	2259 IMPERIAL LN..21-3371	KOBLE INVESTMENTS LLC	\$70.00	\$1,200.00	Closed
[60-1 - Water Heater (Commercial)] REPLACE 40 GAL WATER HEATER					
109930	2073 IMPERIAL LN..21-3350	KOBLE INVESTMENTS LLC	\$140.00	\$1,000.00	Closed
[60-1 - Water Heater (Commercial)] WATER HEATER INSTALLED IN 2021 AND CORRECT VENTING					
109931	2068 IMPERIAL LN..21-3352	KOBLE INVESTMENTS LLC	\$280.00	\$2,000.00	Closed
[60-1 - Water Heater (Commercial)] 2 WATER HEATERS INTALLED IN 2020 AND 2022, CORRECT VENTING AND ADD TOP TUBES					
109933	1129 REED ST..3-1137	JOHNNY J & LISA A SCHNEIDER	\$50.00	\$13,492.00	Pending

[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER					
109934	1112 NICOLET AV..1-1517	JEFFREY M & PATSY A MIKKELSEN	\$50.00	\$11,015.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT INCLUDING MIXING VALVE AND TRAP					
109947	1651 FIESTA LN..21-1110-M-38	KEVIN A & TONI L ODGERS	\$50.00	\$2,000.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE BATH & KITCHEN FIXTURES					
109950	1015 LIME KILN RD..21-1359-1-6	MEXUS PROPERTIES LLC	\$70.00	\$1,200.00	Pending
[60-1 - Water Heater (Commercial)] WATER HEATER					
109952	403 N CHESTNUT AV..5-944	JULIE CHRISTENSEN	\$30.00	\$3,000.00	Closed
[60-1 - Sanitary Sewers - Connection/Repair (Residential)] SPOT SEWER REPAIR					
109964	1231 LAWE ST..14-1194	THOMAS E ANDERSON	\$30.00	\$3,800.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] RELAY WATER SERVICE					
109966	1704 S ASHLAND AV FRONTAGE RD..1-1103	MAA LLC	\$30.00	\$7,900.00	Closed
[60-1 - Water Service - Connection/Repair (Commercial)] RELAY WATER SERVICE					
109969	700 BODART ST..10-1	COVER LLC	\$30.00	\$3,000.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Commercial)] STORM SEWER REPAIR					
110014	619 ROY AV..5-795	JEFFREY J & LAURA ANN & CALLIE WALL	\$1,080.00	\$2,500.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION & BURY SUMP PUMP LINE					
110032	826 S QUINCY ST..16-132	BRYAN & PATRICIA GURGEL	\$1,080.00	\$300.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
110034	607 VROMAN ST..5-229	KATE BEAUCHAMP	\$30.00	\$3,800.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER SERVICE WITH POLY FROM CURB BOX TO METER					
110040	1450 S CHESTNUT AV..1-972	DIGNUS INVESTMENT GROUP LLC	\$140.00	\$2,400.00	Pending
[60-1 - Water Heater (Commercial)] 2 COMMERCIAL WATER HEATERS & ELEC WIRING					
110048	1115 S VAN BUREN ST..16-323	KEVIN J & LYNN A HESLIN	\$1,080.00	\$500.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
110049	1123 S VAN BUREN ST..16-322	HANNAH G & BRIAN T ZIMA	\$1,080.00	\$500.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
110069	829 S ONEIDA ST..2-1081	TIMOTHY J ROXANNE MARIE HEGEMAN, ETAL	\$50.00	\$1,000.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] INSTALLING PALMER VALVE					
110076	741 ABRAMS ST , SUITE 4..21-1343-3	PAUL E SOLETSKI	\$70.00	\$3,000.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] REPLACE HAND SINK WITH FOOD PREP SINK AND INSTALL WATER HEATER					
110086	810 TOMMARK ST..2-58-E	DEBORAH K BAXTER	\$50.00	\$7,310.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE SHOWER AND MIXER VALVE					
110095	1343 CHICAGO ST..17-395	KENNETH C ZUELKE	\$30.00	\$1,000.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE COATERLINES					
110096	1126 S VAN BUREN ST..16-226	BRIAN D & KRISTEN M HANSON	\$1,080.00	\$400.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					

110097	498 WAYFARER WAY..21-1324	ANTHONY A & SANDY L RIEDERER	\$50.00	\$7,322.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION & REPLACE MIXER VALVE					
110114	896 LANGLADE AV..1-1564	JENNIFER A WILTZ	\$30.00	\$1,724.00	Pending
[60-1 - Water Heater (Residential)] WATER HEATER					
110118	2240 NEWBERRY AV..21-91-10	RANDY J & MARY B NITKA	\$30.00	\$4,000.00	Closed
[60-1 - Sanitary Sewers - Connection/Repair (Residential)] REPAIR SANITARY SEWER LATERAL					
109756	500 BEVERLY RD..21-1243	GREEN BAY CITY OF	\$211.78	\$50.00	Pending
[70-1 - Signs - Permanent] Trail Kiosk, Trailhead Sign, and Baird Creek Parkway Sign					
109780	2212 MAIN ST..21-455-1-1	LFR II LLC	\$80.30	\$500.00	Pending
[70-1 - Signs - Permanent] Removing the DRIVE THRU channel letters on the east side of the building and moving OIL CHANGE letters to the left. Also the DRIVE THRU burst cabinet on the south side					
109781	2136 UNIVERSITY AV..21-2219	LIGHTHOUSE LUBE REAL ESTATE LLC	\$120.02	\$2,350.00	Pending
[70-1 - Signs - Permanent] Illuminated letters on raceway					
109787	340 N BROADWAY, SUITE 462 ..5-1763	DDL HOLDINGS LLC	\$84.50	\$2,200.00	Pending
[70-1 - Signs - Permanent] Projecting: acrylic, vinyl, aluminum					
109885	205 DOTY ST..12-190	GDC WASHINGTON STREET LLC	\$91.63	\$12,800.00	Pending
[70-1 - Signs - Permanent] Channel letters mounted on deck cabinet.					
109918	115 E WALNUT ST..12-364	GB METREAU LLC	\$87.18	\$5,000.00	Pending
[70-1 - Signs - Permanent] Wall Sign on Walnut Street for tenant. Just to the east of eastern most entry way at first floor *Application stated 105 E Walnut					
109944	821 S HURON RD , Unit: SUITE A..21-169-2	EASTERN HORIZONS LLC	\$84.22	\$3,000.00	Pending
[70-1 - Signs - Permanent] New sign: channel logo					
110026	1981 E MASON ST..21-1329-2	TOU MOUA	\$209.60	\$9,585.00	Pending
[70-1 - Signs - Permanent] LED illuminated channel letters					
110043	450 N MILITARY AV..6-71	MOSKI CORP	\$137.24	\$7,500.00	Pending
[70-1 - Signs - Permanent] New projected sign with logo					
Totals: 357 projects			\$142,753.12	\$107,217,324. 38	

Summary of Projects Issued

8/1/2022 to 8/31/2022

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	6	6	12	6	6	6	6	6	\$7,198.54	\$2,174,700.00
2 Residential - Alteration - 1 -2 Family House	14	1	9	14	11	4	9	0	\$2,824.38	\$535,800.00
7 Deck, Porch, Patio, Ramp (Residential)	17	5	11	17	0	0	0	0	\$1,250.00	\$139,354.00
11 Driveway Replacement and/or Expansion (Residential)	25	0	0	25	0	0	0	0	\$1,400.00	\$213,865.00
11 Fence (Residential)	38	1	0	38	0	0	0	0	\$1,945.00	\$194,507.84
11 Foundation Repair (Residential)	10	0	0	10	0	0	0	0	\$500.00	\$144,331.64
11 Garage/Carport/Shed (residential)	5	2	2	5	1	1	0	0	\$650.00	\$55,149.00
11 Swimming Pool (Residential)	3	2	2	3	2	2	0	0	\$450.00	\$124,650.00
11 Z - Misc Project Not Listed (Residential)	7	2	3	7	1	0	0	0	\$475.00	\$50,750.00
30 Commercial - Alteration - Multi-Family of 3 or more units	5	0	0	5	1	1	1	0	\$710.00	\$96,404.00
31 Commercial - Addition - Non-Residence, Non-housekeeping	1	0	1	1	1	0	0	0	\$730.00	\$152,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	21	2	19	21	18	14	8	1	\$46,647.48	\$34,463,790.90
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	1	1	1	0	1	1	\$0.00	\$7,900,000.00
33 Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)	2	1	6	2	2	2	1	1	\$50,459.49	\$51,667,954.00
34 Fence (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$4,500.00
34 Fire Protection Sprinkler (Commercial)	1	0	1	1	0	0	0	0	\$300.00	\$221,029.00
34 Parking Lot - New & Reconstruction (Commercial)	5	2	3	5	1	0	2	2	\$3,355.00	\$2,939,560.00
34 Raze- Building or Structure (Commercial)	1	1	1	1	0	0	1	1	\$711.76	\$200,000.00
34 Roofing (Commercial)	5	0	0	5	0	0	0	0	\$280.00	\$201,969.00
34 Siding (Commercial)	1	0	0	1	0	0	0	0	\$0.00	\$1.00
34 Z - Misc Project Not Listed (Commercial)	10	0	6	10	8	0	0	0	\$1,890.00	\$229,076.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$6,800.00
40 Electrical Service - Change (Residential)	10	0	0	0	10	0	0	0	\$500.00	\$20,076.00
40 Electrical Service - Repair (Residential)	9	0	1	1	9	0	1	0	\$575.00	\$108,150.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	6	0	0	1	6	0	0	0	\$850.00	\$4,264,838.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	8	0	0	0	8	1	0	0	\$450.00	\$25,374.00
50 AC Unit Only (Commercial)	4	0	0	0	0	4	0	0	\$280.00	\$127,275.00
50 AC Unit Only (Residential)	29	0	0	0	2	29	0	0	\$1,600.00	\$154,479.00
50 Heating and Air Conditioning Units (Commercial)	6	0	0	0	1	6	0	0	\$700.00	\$160,332.00
50 Heating and Air Conditioning Units (Residential)	30	0	0	0	1	30	0	0	\$1,600.00	\$273,636.00
50 Heating Unit Only (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$1,000.00
50 Heating Unit Only (Residential)	14	0	0	0	0	14	0	0	\$700.00	\$73,366.00
50 Repair/Alter Existing HVAC System (Residential)	1	0	0	0	1	1	0	0	\$100.00	\$7,000.00
60 Lawn Sprinklers (Residential)	2	0	0	0	0	0	2	0	\$200.00	\$7,700.00

60 Repair/Alter Existing Plumbing System (Commercial)	2	0	0	0	0	0	2	0	\$210.00	\$5,500.00
60 Repair/Alter Existing Plumbing System (Residential)	14	0	1	1	0	0	14	0	\$795.00	\$121,584.00
60 Sanitary Sewers - Connection/Repair (Residential)	4	0	0	0	0	0	4	0	\$150.00	\$13,750.00
60 Storm Sewers - Connection/Repair (Commercial)	2	0	0	0	0	0	2	0	\$60.00	\$13,150.00
60 Storm Sewers - Connection/Repair (Residential)	11	0	0	0	0	0	11	0	\$9,780.00	\$36,550.00
60 Water Heater (Commercial)	6	0	0	0	1	0	6	0	\$840.00	\$8,800.00
60 Water Heater (Residential)	2	0	0	0	0	0	2	0	\$60.00	\$3,448.00
60 Water Service - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$7,900.00
60 Water Service - Connection/Repair (Residential)	6	0	0	0	0	0	6	0	\$180.00	\$24,240.00
70 Signs - Permanent	9	8	0	9	0	0	0	0	\$1,106.47	\$42,985.00
Totals:	357	34	79	191	93	116	80	12	\$142,753.12	\$107,217,324.38



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year August, 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.)	\$ 50,847.97	\$ 50,847.97		
Adjustment (if applicable)	\$.00	\$.00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 19,216.96	\$ 16,679.29		\$ 2,537.67
Adjustment (if applicable)	\$.00	\$.00		\$.00
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 13,031.57			\$ 13,031.57
Adjustment (if applicable)	\$.00			\$.00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,098.37		\$ 5,098.37	
Adjustment (if applicable)	\$.00		\$.00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 6,123.00		\$ 3,063.20	\$ 3,059.80
Adjustment (if applicable)	\$.00		\$.00	\$.00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 6,567.48			\$ 6,567.48
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.)	\$ 550.00		\$ 550.00	
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.)	\$ 700.00			\$ 700.00
Adjustment (if applicable)	\$.00			\$.00
12. Totals	\$ 102,135.35	\$ 67,527.26	\$ 8,711.57	Pay This Amount \$ 25,896.52

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: *Neil Basten* Date: 9-1-22

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. Manley* Date: 9/6/22

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>



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY**AGENDA ITEM # U.I**

Resolution adopting the 2023 Fee Schedule.

BACKGROUND

Annual renewal of the City of Green Bay's Fee Schedule.

RECOMMENDATION

To approve.

FISCAL IMPACT**ATTACHMENTS**

1. DRAFT COGB 2022-2023 Fee Schedule Comparison - LM edits
2. Draft Resolution Adopting 2023 Fee Schedule

**CITY OF GREEN BAY
FEE SCHEDULE**

<i>Code Section</i>	<i>Description</i>	<i>2022 Fee</i>	<i>Proposed 2023 Fee</i>
<i>Chapter 2—Administration</i>			
2-217	Municipal vehicle registration fee	\$20.00	\$20.00
	Exemption from the municipal vehicle registration fee for vehicles registered by the State of Wisconsin under Wis. Stats. § 341.26	\$5.00	\$5.00
<i>Chapter 4--Alcohol Beverages</i>			
4-6	License fees		
	Class "A" (beer)	\$400.00	\$400.00
	Class "B" (beer)	\$100.00	\$100.00
	Special event or picnic license	\$10.00	\$10.00
	"Class A" (liquor)	\$400.00	\$400.00
	"Class B" (liquor)	\$400.00	\$400.00
	Operator's license (two-year license)	\$50.00	\$50.00
	Initial issuance of a reserve "Class B" (liquor) license	\$10,000.00	\$10,000.00
	"Class C" (wine)	\$100.00	\$100.00
	Provisional retail license	\$15.00	\$15.00
	Publication fee	\$25.00	\$25.00
<i>Chapter 6--Animals</i>			
6-1	Animal establishment license fee	\$100.00	\$100.00
	Breeding service registration fee		
	For each male breeding dog	\$300.00	\$300.00
	For each female breeding dog	\$250.00	\$250.00
6-2	Dog and cat license tax		
	For a neutered male dog or cat	\$5.00	\$5.00
	For a spayed female dog or cat	\$5.00	\$5.00
	For an unneutered male dog or cat	\$25.00	\$25.00
	For an unspayed female dog or cat	\$25.00	\$25.00
	Late fee	\$5.00	\$5.00
	Duplicate collar tag fee	\$0.50	\$0.50
6-3	License fee to keep hens	\$5.00	\$5.00
	Late fee	\$5.00	\$5.00
6-11	Beekeeping permit fee	\$10.00	\$10.00
<i>Chapter 8—Buildings and construction</i>			
8-47	One- and two-family residential construction plan approval		
	Principal-use building plan	\$50.00	\$50.00
	Accessory-use building plan	\$25.00	\$25.00
	HVAC plan – Energy (heat loss) calculations	\$0.00	\$0.00
	Plumbing plan – Fixture list	\$0.00	\$0.00
	Multi-family residential construction plan approval		
	Principal-use building plan	\$100.00	\$100.00
	Accessory-use building plan	\$100.00	\$100.00
	Sign structural plan	\$50.00	\$50.00
	HVAC plan – Mechanical systems plan	\$100.00	\$100.00
	Plumbing system plan	\$100.00	\$100.00
	Commercial, educational, institutional, industrial plan approval		
	Principal-use building plan	\$100.00	\$100.00

CITY OF GREEN BAY FEE SCHEDULE

8-47	Accessory-use building plan		\$100.00	\$100.00
	Sign structural plan		\$50.00	\$50.00
	HVAC plan – Mechanical systems plan		\$100.00	\$100.00
	Plumbing system plan		\$100.00	\$100.00
One- and two-family residential construction permits				
Principal or accessory building permits				
	New construction (per sq. foot)		\$0.095	\$0.095
	Windows/doors		\$50.00	\$50.00
	Move building		\$50.00	\$50.00
	Raze/demolish building		\$50.00	\$50.00
Accessory structure building permits				
	Curb cut, culvert, driveway		\$50.00	\$50.00
	Landscape structures		\$50.00	\$50.00
	Fencing		\$50.00	\$50.00
	Hot tub, swimming pool		\$50.00	\$50.00
	Pond		\$50.00	\$50.00
	Satellite receiver		\$50.00	\$50.00
	Tower structure		\$50.00	\$50.00
Subdivision or neighborhood identification signage				
	Base fee		\$30.00	\$30.00
	Additional fee per square foot		\$0.30	\$0.30
Multi-family residential construction permits				
Principal or accessory building permits				
	General construction; new building (per sq. ft)		\$0.105	\$0.105
	Roofing replacement		\$70.00	\$70.00
	Built-up or membrane (per sq. ft.)		\$0.01	\$0.01
	Siding		\$70.00	\$70.00
	Brick veneer (per sq. ft.)		\$0.01	\$0.01
	Move building		\$50.00	\$50.00
	Base fee		\$70.00	\$70.00
	Foundation area fee (per sq. ft.)		\$0.105	\$0.105
	Raze/demolish building		\$70.00	\$70.00
Accessory structures				
	Curb cut, culvert, driveway		\$70.00	\$70.00
	Landscape structures		\$70.00	\$70.00
	Fencing		\$70.00	\$70.00
	Hot tub, swimming pool		\$70.00	\$70.00
	Pond		\$70.00	\$70.00
	Satellite receiver		\$70.00	\$70.00
	Tower structure		\$70.00	\$70.00
Subdivision or neighborhood identification signage				
	Base fee		\$30.00	\$30.00
	Additional fee per square foot		\$0.30	\$0.30
Commercial, educational, institutional, industrial use building permits				
Principal or accessory building permits				
	General construction building group 1: New building, etc. (per sq. ft)		\$0.065	\$0.065

CITY OF GREEN BAY FEE SCHEDULE

8-47		General construction building group 2: New building, etc. (per sq. ft)	\$0.135	\$0.135
		Roofing replacement: building group 1 & 2	\$70.00	\$70.00
		Built-up or membrane (per sq. ft.)	\$0.01	\$0.01
		Siding	\$70.00	\$70.00
		Brick veneer (per sq. ft.)	\$0.01	\$0.01
		Move building: building group 1 & 2		
		Base fee	\$70.00	\$70.00
		Foundation area fee (per sq. ft.)	\$0.105	\$0.105
		Raze/demolish building	\$70.00	\$70.00
		Accessory structures		
		Curb cut, culvert, driveway	\$70.00	\$70.00
		Landscape structures	\$70.00	\$70.00
		Fencing	\$70.00	\$70.00
		Hot tub, swimming pool	\$70.00	\$70.00
		Pond	\$70.00	\$70.00
		Satellite receiver	\$70.00	\$70.00
		Tower structure	\$70.00	\$70.00
		Subdivision or neighborhood identification signage		
		Base fee	\$30.00	\$30.00
		Additional fee per square foot	\$0.30	\$0.30
		Temporary or mobile sign	\$30.00	\$30.00
8-360		One- and two-family residential plumbing permit fees		
		General plumbing (per fixture)	\$7.00	\$7.00
		Water service connection permit	\$30.00	\$30.00
		Sanitary sewer connection	\$30.00	\$30.00
		Storm sewer connection (each)	\$30.00	\$30.00
		Fire suppression system (per head)	\$2.50	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$50.00	\$50.00
		Water heater replacement	\$30.00	\$30.00
		Palmer valve	\$50.00	\$50.00
		Back water valve	\$30.00	\$30.00
		Multi-family residential plumbing permit fees		
		General plumbing (per fixture)	\$7.00	\$7.00
		Water service connection permit	\$30.00	\$30.00
		Sanitary sewer connection	\$30.00	\$30.00
		Storm sewer connection (each)	\$30.00	\$30.00
		Fire suppression system (per head)	\$2.50	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$70.00	\$70.00
		Water heater replacement	\$70.00	\$70.00
		Commercial, educational, institutional, industrial use plumbing permits		
		General plumbing (per fixture)	\$8.00	\$8.00
		Water service connection permit	\$30.00	\$30.00
		Sanitary sewer connection	\$30.00	\$30.00
		Storm sewer connection (each)	\$30.00	\$30.00
		Fire suppression system (per head)	\$2.50	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$70.00	\$70.00

CITY OF GREEN BAY FEE SCHEDULE

8-360	Water heater replacement		\$70.00	\$70.00
	Sewer cap		\$70.00	\$70.00
8-369	Private well operation permit fee		\$100.00	\$100.00
8-449	Re-inspections of electrical wiring		\$50.00	\$50.00
8-451	One- and two-family residential electrical permits			
	General electrical system (per sq. foot)		\$0.045	\$0.045
	Electrical service		\$50.00	\$50.00
	Air conditioning addition		\$50.00	\$50.00
	Multi-family residential electrical permits			
	General electrical system (per sq. foot)		\$0.055	\$0.055
	Electrical service – initial		\$70.00	\$70.00
	Electrical service – each additional		\$30.00	\$30.00
	Air conditioning addition		\$70.00	\$70.00
	Commercial, educational, institutional, industrial electrical permits			
	General electric – building group 1 (per sq. foot)		\$0.045	\$0.045
	General electric – building group 2 (per sq. foot)		\$0.085	\$0.085
	Project cost \$0-\$10,000		\$70.00	\$70.00
	Project cost \$10,001-\$50,000		\$140.00	\$140.00
	Project cost \$50,001-\$100,000		\$210.00	\$210.00
	Project cost \$100,001-\$200,000		\$300.00	\$300.00
	Project cost \$200,001-\$300,000		\$400.00	\$400.00
	Project cost greater than \$300,000		\$500.00	\$500.00
	Additional fee per \$100,000 above \$300,000		\$100.00	\$100.00
	Internally or externally illuminated sign		\$70.00	\$70.00
8-629	Roominghouse/shelter facility permit fee		\$30.00	\$30.00
	Additional fee per dwelling unit or rooming unit		\$10.00	\$10.00
8-671	Penalty fee for renewal mobile home park license applications postmarked after June 30		\$25.00	\$25.00
8-478	One- and two-family residential mechanical (HVAC) permits			
	General HVAC system (per sq. foot)		\$0.045	\$0.045
	Heating unit replacement		\$50.00	\$50.00
	Air conditioning addition (per unit)		\$50.00	\$50.00
	Multi-family residential mechanical (HVAC) permits			
	General HVAC system (per sq. foot)		\$0.055	\$0.055
	Heating unit replacement		\$70.00	\$70.00
	Air conditioning addition/replacement (per unit)		\$70.00	\$70.00
	Commercial, educational, institutional, industrial use mechanical (HVAC) permits			
	General HVAC: ductless unit-heater systems only (per sq. foot)		\$0.045	\$0.045
	General HVAC: ducted or hydronic (per sq. foot)		\$0.085	\$0.085
	Heating unit replacement		\$70.00	\$70.00
	Air conditioning addition/replacement (per unit)		\$70.00	\$70.00
Chapter 10—Businesses				
10-19	License fees for the sale of each of the following or the conduct of the business or activity			
	Ambulances			
	Per vehicle for first vehicle licensed by any person		\$50.00	\$50.00
	Per additional vehicle		\$25.00	\$25.00

CITY OF GREEN BAY FEE SCHEDULE

10-19	Auto salvage	\$100.00	\$100.00
	Billiard and pool tables, gamerooms, per table or gameroom	\$5.00	\$5.00
	Canvasser, solicitor, peddler and transient merchants, and direct seller's investigation fee	\$5.00	\$5.00
	Cigarettes	\$100.00	\$100.00
	Junk and secondhand dealers		
	For maintaining a building, warehouse, or yard	\$50.00	\$50.00
	For each hand-drawn vehicle used for junk dealing	\$1.00	\$1.00
	For each vehicle other than hand drawn	\$3.00	\$3.00
	Secondhand article dealer permit	\$27.50	\$27.50
	Secondhand jewelry dealer permit	\$30.00	\$30.00
	Secondhand article dealer: mall/flea market permit	\$165.00	\$165.00
	Pawn brokers	\$210.00	\$210.00
	Residential building contractors		
	Initial	\$25.00	\$25.00
	Renewal	\$10.00	\$10.00
	Temporary permit	\$0.00	\$0.00
	Taxicab business licenses		
	For an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00	\$0.00
	For a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00	\$0.00
	For any other person		
	For each taxicab with a capacity of seven or fewer passengers, not including the driver	\$25.00	\$25.00
	For each taxicab with a capacity of eight to 15 passengers, not including the driver	\$50.00	\$50.00
	Taxicab operator's licenses		
	For an operator employed by an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00	\$0.00
	For an operator employed by a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00	\$0.00
	For any other person	\$50.00	\$50.00
10-90	Auto salvage storage permit fee	\$100.00	\$100.00
10-92	Newspaper vending machine permit fee	\$50.00	\$50.00
10-93	Parklet permit fee	\$200.00	\$200.00
10-140	Temporary facility license fee	\$25.00	\$25.00
10-142	Facility license fee		
	If the premises is not also licensed under Ch. 4, GBMC	\$75.00	\$75.00
	If the premises is also licensed under Ch. 4, GBMC	\$25.00	\$25.00
10-143	Facility operator's license fee	\$10.00	\$10.00
10-203	Sexually-oriented adult entertainment establishment license fee	\$750.00	\$750.00
10-205	Sexually-oriented adult entertainment establishment license renewal fee	\$250.00	\$250.00
10-210	Sexually-oriented adult entertainment establishment employee registration fee	\$30.00	\$30.00
10-238	Escort service application fee	\$500.00	\$500.00
	Escort service license fee	\$500.00	\$500.00

CITY OF GREEN BAY FEE SCHEDULE

10-240	Escort service license renewal fee	\$500.00	\$500.00
10-243	Escort registration fee	\$25.00	\$25.00
10-274	Direct sales permit fee		
	Temporary (30-day)	\$100.00	\$100.00
	Annual	\$350.00	\$350.00
	Request for additional locations beyond three	\$50.00	\$50.00
	Request for change of location	\$10.00	\$10.00
	Solicitor's permit fee		
	Temporary (30-day)	\$25.00	\$25.00
	Annual	\$100.00	\$100.00
10-342	Junk dealer annual fee	\$50.00	\$50.00
10-344	Junk dealer daily reporting failure fee	\$10.00	\$10.00
10-374	Junk collector annual fee	\$3.00	\$3.00
10-428	Special event fee – Simple event		
	Small non-profit park event fee		
	Resident application fee	\$25.00	\$25.00
	Late application fee	\$25.00	\$25.00
	First time event additional fee	\$50.00	\$50.00
	Event location change fee	\$0.00	\$0.00
	Event cancellation fee	\$10.00	\$10.00
	Small non-profit block party		
	Resident application fee	\$25.00	\$25.00
	Late application fee	\$25.00	\$25.00
	First time event additional fee	\$50.00	\$50.00
	Event location change fee	\$0.00	\$0.00
	Event cancellation fee	\$10.00	\$10.00
	Special event fee – Small events		
	Athletic Event		
	Resident application fee	\$100.00	\$100.00
	Non-resident application fee	\$150.00	\$150.00
	Late application fee	\$50.00	\$50.00
	First time event additional fee	\$175.00	\$175.00
	Event location change fee	\$25.00	\$25.00
	Event cancellation fee	\$25.00	\$25.00
	All other small events		
	Resident application fee	\$50.00	\$50.00
	Non-resident application fee	\$75.00	\$75.00
	Late application fee	\$25.00	\$25.00
	First time event additional fee	\$88.00	\$88.00
	Event location change fee	\$13.00	\$13.00
	Event cancellation fee	\$13.00	\$13.00
	Special event fee – Medium events		
	Athletic Event		
	Resident application fee	\$200.00	\$200.00
	Non-resident application fee	\$300.00	\$300.00
	Late application fee	\$100.00	\$100.00
	First time event additional fee	\$350.00	\$350.00
	Event location change fee	\$50.00	\$50.00

CITY OF GREEN BAY FEE SCHEDULE

10-428	Event cancellation fee	\$50.00	\$50.00
	All other medium events		
	Resident application fee	\$175.00	\$175.00
	Non-resident application fee	\$263.00	\$263.00
	Late application fee	\$88.00	\$88.00
	First time event additional fee	\$306.00	\$306.00
	Event location change fee	\$44.00	\$44.00
	Event cancellation fee	\$44.00	\$44.00
	Special event fee – Large events		
	Athletic Event		
	Resident application fee	\$300.00	\$300.00
	Non-resident application fee	\$450.00	\$450.00
	Late application fee	\$150.00	\$150.00
	First time event additional fee	\$525.00	\$525.00
	Event location change fee	\$75.00	\$75.00
	Event cancellation fee	\$75.00	\$75.00
	All other large events		
	Resident application fee	\$275.00	\$275.00
	Non-resident application fee	\$413.00	\$413.00
	Late application fee	\$138.00	\$138.00
	First time event additional fee	\$481.00	\$481.00
	Event location change fee	\$69.00	\$69.00
	Event cancellation fee	\$69.00	\$69.00
	Special event fee - Small budget film/ photography		
	Resident application fee	\$25.00	\$25.00
	Non-resident application fee	\$38.00	\$38.00
	Late application fee	\$13.00	\$13.00
	Event location change fee	\$6.00	\$6.00
	Event cancellation fee	\$6.00	\$6.00
	Special event fee - Special hazard event		
	Resident application fee	\$500.00	\$500.00
	Non-resident application fee	\$750.00	\$750.00
	Late application fee	\$250.00	\$250.00
	First time event additional fee	\$875.00	\$875.00
	Event location change fee	\$125.00	\$125.00
	Event cancellation fee	\$125.00	\$125.00
10-458	Public vehicle business license fee	\$25.00	\$25.00
	Public vehicle business motor vehicle inspection fee	\$25.00	\$25.00
10-459	Public vehicle business operator's license fee	\$50.00	\$50.00
10-493	Commercial quadricycle business license fee	\$25.00	\$25.00
	Commercial quadricycle inspection fee	\$25.00	\$25.00
10-494	Commercial quadricycle operator's license fee	\$50.00	\$50.00
10-514	Underground sprinkler license fee	\$25.00	\$25.00
10-544	Lobbyist registration fee	\$20.00	\$20.00
10-574	Mobile food establishment license to operate fee		
	If the license is not in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00

CITY OF GREEN BAY FEE SCHEDULE

10-574	If the license is in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00
	Mobile food establishment license to operate renewal fee		
	If the license is not in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00
	If the license is in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00
10-599	Tree and brush trimmer license fee	\$25.00	\$25.00
10-634	Weights and measures fees		
	Annual processing fee	\$30.00	\$30.00
	Product look-up (PLU) or scanner system	\$100.00	\$100.00
	Electronic cash register (ECR) interfaced with other devices (per register)	\$30.00	\$30.00
	Scales (1-50 lbs.) (per device)	\$35.00	\$35.00
	Scales (>50 lbs. up to 1,000 lbs.) (per device)	\$30.00	\$30.00
	Sensitive scale (prescription, jewelry, precious metal) (per device)	\$60.00	\$60.00
	Vehicle scales (per device)	\$100.00	\$100.00
	Livestock scales (per device)	\$100.00	\$100.00
	Auto recycling machine (per device)	\$100.00	\$100.00
	Vehicle tank meters, petroleum products (per device)	\$35.00	\$35.00
	Vehicle tank meters, lubricant products (per device)	\$35.00	\$35.00
	LMDs (per device or grade listed on dispenser)	\$30.00	\$30.00
	LMDs high output device (per device)	\$35.00	\$35.00
	LMDs marina fuel dispenser (per device)	\$30.00	\$30.00
	Coin operated timer (per device)	\$5.00	\$5.00
	Taxi cab meter (per device)	\$25.00	\$25.00
	Miscellaneous device (per hour)	\$50.00	\$50.00
	Re-inspection after follow-up compliance inspection (per inspection)	\$50.00	\$50.00
10-740	Alarm business permit fee	\$50.00	\$50.00
10-741	Alarm user permit fee		
	For an alarm user who is residential obtaining a hold-up alarm or other burglar alarm system	\$20.00	\$20.00
	For an alarm user who is not residential obtaining a hold-up alarm system or burglar alarm system, a fire alarm system, or both	\$40.00	\$40.00
10-742	False alarm on hold-up alarms		
	Premises holding a permit		
	Second false hold-up alarm	\$100.00	\$100.00
	Third false hold-up alarm	\$200.00	\$200.00
	Fourth and subsequent false hold-up alarms	\$350.00	\$350.00
	Premises without a permit		
	First false hold-up alarm	\$100.00	\$100.00
	Second false hold-up alarm	\$200.00	\$200.00
	Third and subsequent false hold-up alarms	\$350.00	\$350.00

CITY OF GREEN BAY FEE SCHEDULE

10-742	False alarm on alarm systems other than hold-up alarms		
	Premises holding a permit		
	Second false alarm	\$50.00	\$50.00
	Third false alarm	\$75.00	\$75.00
	Fourth false alarm	\$125.00	\$125.00
	Fifth and subsequent false alarms	\$225.00	\$225.00
	Premises without a permit		
	First false alarm	\$50.00	\$50.00
	Second false alarm	\$75.00	\$75.00
	Third false alarm	\$125.00	\$125.00
	Fourth and subsequent false alarms	\$225.00	\$225.00
<i>Chapter 16-Environment</i>			
16-40	Erosion control permit		
	One- and two-family residential		
	Single parcel	\$50.00	\$50.00
	Multi-parcel or subdivision (per parcel)	\$20.00	\$20.00
	Multi-family residential		
	Single parcel	\$50.00	\$50.00
	Multi-parcel (per parcel)	\$20.00	\$20.00
	Commercial, educational, institutional, industrial uses		
	Single parcel	\$50.00	\$50.00
	Multi-parcel (per parcel)	\$20.00	\$20.00
16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))	\$3,600.00	<u>\$4,200.00</u>
16-82	Storm water management plan permit fee	\$0.00	\$0.00
<i>Chapter 18—Fire Prevention and Control</i>			
18-66	Re-inspections for compliance with Ch. 18, Art. II, GBMC	\$50.00	\$50.00
18-93	Permit fee for the purchase and use within the City of those classes of fireworks or pyrotechnics authorized by said statute	\$200.00	\$200.00
	Permit fee for the sale of fireworks within the City of those classes of fireworks authorized by statute	\$600.00	\$600.00
<i>Chapter 24-Nuisances</i>			
24-84	Unmanaged vegetative growth removal		
	Administrative charge (per parcel)	\$71.00	<u>\$72.00</u>
	Labor cost (per hour)	\$76.00	<u>\$78.00</u>
	Equipment cost (per hour)	\$70.00	<u>\$74.00</u>
	Minimum total charge (1/2 hour)	\$144.00	<u>\$148.00</u>
<i>Chapter 28-Parks and Recreation</i>			
28-7	Metro Boat Launch		
	Daily launch fee	\$6.00	\$6.00
	Season launch pass	\$60.00	\$60.00
	Seniors season launch pass	\$50.00	\$50.00
	Commercial season launch pass	\$75.00	\$75.00
<i>Chapter 32—Solid Waste</i>			
32-2	Bulk collection		
	0-3 cubic yards	\$90.00	<u>\$95.00</u>
	3-10 cubic yards	\$180.00	<u>\$190.00</u>
	10+ cubic yards	\$270.00	<u>\$285.00</u>

CITY OF GREEN BAY FEE SCHEDULE

	Appliance collection		
	Refrigerators/Freezers (each)	\$35.00	\$45.00
	Appliances with freon (each)	\$35.00	\$45.00
	All other appliances	\$25.00	\$35.00
	Electronics collection (each)	\$54.00	\$60.00
	Tipper carts		
	Garbage – 64 gallon	\$60.00	Removed
	Garbage – 96 gallon (plus sales tax)	\$95.00	\$96.00
	Recycling – 64 gallon	\$60.00	Removed
	Recycling – 96 gallon (plus sales tax)	\$95.00	\$100.00
32-3	Improper cart storage (per violation)	\$38.00	\$38.00
	Early/Late setout (per violation)	\$57.00	\$61.00
	Recycling in garbage cart (per violation)	\$57.00	\$61.00
	Garbage in recycling cart (per violation)	\$57.00	\$61.00
	Private collector's license fee		
	Per vehicle for first vehicle licensed by any person	\$25.00	\$25.00
	Per additional vehicle	\$5.00	\$5.00
	<i>Chapter 34—Streets, Sidewalks, and Other Public Places</i>		
34-5	Excavation permit fee	\$50.00	\$50.00
	First 100 square feet of excavation	\$37.80	\$37.80
	Each additional 100 square feet of excavation	\$7.60	\$7.60
34-5	Permanent repair of excavated pavement		
	Asphalt streets – Administrative fee (all streets)	\$45.00	\$45.00
	Asphalt streets – Concrete base (sq yard)	\$66.00	\$74.00
	Asphalt streets – Gravel base (sq yard)	\$120.00	\$132.00
	Concrete streets – Administrative fee	\$45.00	\$45.00
	Concrete streets (sq yard)	**	**
	**Actual Cost from Annual Pavement Repair Contract		
34-8	Sidewalk builder's license fee	\$25.00	\$25.00
34-14	Sidewalk snow and ice management fees		
	Base fee (per instance)	\$57.00	\$60.00
	Snow/Ice removal fee (per linear foot)	\$0.25	\$0.27
34-64	Leicht park dock fee – Cruise ship dockage		
	Per day	\$1,500.00	\$1,500.00
	Per day/evening	\$2,000.00	\$2,000.00
	<i>Chapter 36--Subdivisions</i>		
36-34	Review fees		
	Preliminary city/extraterritorial subdivision plat	\$150.00	\$150.00
	Additional fee per lot/outlot	\$35.00	\$35.00
	Preliminary city/extraterritorial certified survey map	\$150.00	\$150.00
	Final city/extraterritorial subdivision plat	\$100.00	\$100.00
	City/extraterritorial subdivision/CSM variance	\$100.00	\$100.00
36-558	Parkland development fee	\$350.00	\$350.00
36-580	Street tree fee (per tree, calculated at 1 tree per 50 linear feet of right-of-way frontage)	\$100.00	\$100.00
	<i>Chapter 44--Zoning</i>		
44-82	Zoning amendment fee	\$300.00	\$300.00
44-83	Conditional use permit and CUP Amendment fee	\$300.00	\$375.00

CITY OF GREEN BAY FEE SCHEDULE

44-112	Homebased occupation fee	\$0.00	\$0.00
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00	\$50.00
44-1580	Short-term rental application/review fee	\$100.00	\$100.00
	Short-term rental renewal fee	\$100.00	\$100.00
44-1890	One- and two-family residential site plan approval		
	Principal use building & site development, area smaller than \$1,000 square feet	\$25.00	\$25.00
	Principal use building & site development, area \$1,000 square feet or larger	\$50.00	\$50.00
	Accessory use building, area larger than 150 square feet only	\$25.00	\$25.00
	Fencing – new construction	\$0.00	\$0.00
	Landscaping: land-disturbing activity or new structure	\$25.00	\$25.00
	Tower structure – new construction	\$25.00	\$25.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$25.00	\$25.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$25.00	\$25.00
	New or reconstructed subdivision or neighborhood identification signage	\$25.00	\$25.00
	Floodplain land use approval	\$50.00	\$50.00
	Shoreland/wetland land use approval	\$50.00	\$50.00
	Erosion control	\$25.00	\$25.00
	Board of Appeals application and hearing fee	\$75.00	\$75.00
	Multi-family residential site plan approval		
	Principal use building & site development		
	Base Fee	\$50.00	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	Accessory use building		
	Base Fee	\$50.00	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	Fencing – new construction	\$50.00	\$50.00
	Landscaping: land-disturbing activity or new structure	\$50.00	\$50.00
	Tower structure – new construction	\$50.00	\$50.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron		
	Base Fee	\$50.00	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)		
	Base Fee	\$50.00	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	New or reconstructed subdivision or neighborhood identification signage	\$25.00	\$25.00
	Floodplain land use approval	\$50.00	\$50.00
	Shoreland/wetland land use approval	\$50.00	\$50.00
	Erosion control	\$50.00	\$50.00
	Board of Appeals application and hearing fee	\$150.00	\$150.00

CITY OF GREEN BAY FEE SCHEDULE

44-1890	Commercial, educational, institutional, industrial use site plan approval		
	Principal use building & site development		
	Base Fee	\$50.00	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	Accessory use building		
	Base Fee	\$50.00	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	Fencing – new construction	\$50.00	\$50.00
	Landscaping: land-disturbing activity or new structure	\$50.00	\$50.00
	Tower structure – new construction	\$50.00	\$50.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$50.00	\$50.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$50.00	\$50.00
	New or reconstructed subdivision or neighborhood identification signage	\$25.00	\$25.00
	Floodplain land use approval	\$50.00	\$50.00
	Shoreland/wetland land use approval	\$50.00	\$50.00
	Erosion control	\$50.00	\$50.00
	Board of Appeals application and hearing fee	\$150.00	\$150.00
Other services			
	One- and two-family residential		
	Certificate of occupancy	\$30.00	\$30.00
	Floodplain certificate	\$10.00	\$10.00
	Property compliance letter	\$30.00	\$30.00
	Reinspection fee	\$50.00	\$75.00
	Uniform dwelling code seal	\$30.00	\$30.00
	Zoning certificate (initial letter)	\$30.00	\$30.00
	Zoning certificate (reprinted)	\$10.00	\$10.00
	Multi-family residential		
	Certificate of occupancy	\$30.00	\$30.00
	Floodplain certificate	\$10.00	\$10.00
	Property compliance letter	\$30.00	\$30.00
	Reinspection fee	\$50.00	\$50.00
	Zoning certificate (initial letter)	\$30.00	\$30.00
	Zoning certificate (reprinted)	\$10.00	\$10.00
	Commercial, educational, institutional, industrial uses		
	Certificate of occupancy	\$50.00	\$50.00
	Business license compliance letter	\$50.00	\$50.00
	Floodplain certificate	\$10.00	\$10.00
	Property compliance letter	\$30.00	\$30.00
	Reinspection fee	\$50.00	\$50.00
	Zoning certificate (initial letter)	\$50.00	\$50.00
	Zoning certificate (reprinted)	\$10.00	\$10.00
	Planned Unit Development and PUD Amendment fee	\$350.00	\$425.00
	Subdivision Plat – Preliminary (plus \$35.00 per outlot)	\$150.00	\$150.00
	Subdivision Plat – Final	\$100.00	\$150.00
	Condominium Plat – Preliminary (plus \$35.00 per outlot)	\$150.00	\$250.00

CITY OF GREEN BAY FEE SCHEDULE

	Condominium Plat – Final	\$100.00	\$150.00
	Certified Survey Map ("CSM")	\$150.00	\$250.00
	Subdivision/CSM Variance	\$150.00	150.00
	Postponement of Development Fees	\$100.00	\$100.00
	Development District Map Amendment	\$200.00	\$200.00
	Official Map Amendment	\$200.00	\$200.00
	Discontinuance of a Public Utility Easement	\$200.00	\$200.00
	Declare City Property "City Surplus"	\$200.00	\$200.00
	Street Name Change	\$200.00	\$200.00
	Vacate Street/Alley/Pedestrian Way	\$200.00	\$300.00
	Comprehensive Plan Amendment	\$200.00	\$275.00
	Sign – Permanent (plus \$.50 per square foot)	\$30.00	\$40.00
	Sign – Temporary	\$30.00	\$40.00
	Floodplain Determination Letter/Certificate	\$10.00	\$50.00
	Zoning Certificate – Initial	\$50.00	\$50.00
	Zoning Certificate – Reprint	\$10.00	\$0.00
	Board of Appeals Initiation – Residential	\$75.00	\$125.00
	Board of Appeals Initiation – Residential	\$150.00	\$250.00
	Land Use Permit	\$0.00	\$50.00
	Short Term Rental – Initial	\$100.00	\$500.00
	Short Term Rental – Annual Renewal	\$100.00	\$250.00
	Temporary Use Permit	\$0.00	\$25.00
	Home Occupation	\$0.00	\$25.00
	Annexation	\$0.00	\$150.00
	Cell Tower – Building and Colocations	\$300.00	\$500.00
	Cell Towner – New Towers	\$300.00	\$1,000.00

<i>Miscellaneous</i>			
	Other miscellaneous fees may also be established by policy approved by the Council from time to time		

**RESOLUTION ADOPTING
CITY OF GREEN BAY 2023 FEE SCHEDULE**

AUGUST 30, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City of Green Bay Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

Adopted _____

Approved _____

Mayor

Clerk

Attachment – Exhibit A, City of Green Bay Fee Schedule

Exhibit A

CITY OF GREEN BAY

FEE SCHEDULE

Code Section	Description	2023 Fee
<i>Chapter 2—Administration</i>		
2-217	Municipal vehicle registration fee	\$20.00
	Exemption from the municipal vehicle registration fee for vehicles registered by the State of Wisconsin under Wis. Stats. § 341.26	\$5.00
<i>Chapter 4--Alcohol Beverages</i>		
4-6	License fees	
	Class "A" (beer)	\$400.00
	Class "B" (beer)	\$100.00
	Special event or picnic license	\$10.00
	"Class A" (liquor)	\$400.00
	"Class B" (liquor)	\$400.00
	Operator's license (two-year license)	\$50.00
	Initial issuance of a reserve "Class B" (liquor) license	\$10,000.00
	"Class C" (wine)	\$100.00
	Provisional retail license	\$15.00
	Publication fee	\$25.00
<i>Chapter 6--Animals</i>		
6-1	Animal establishment license fee	\$100.00
	For each male breeding dog	\$300.00
	For each female breeding dog	\$250.00
6-2	Dog and cat license tax	
	For a neutered male dog or cat	\$5.00
	For a spayed female dog or cat	\$5.00
	For an unneutered male dog or cat	\$25.00
	For an unsplayed female dog or cat	\$25.00
	Late fee	\$5.00
	Duplicate collar tag fee	\$0.50
6-3	License fee to keep hens	\$5.00
	Late fee	\$5.00
6-11	Beekeeping permit fee	\$10.00
<i>Chapter 8—Buildings and construction</i>		
8-47	One- and two-family residential construction plan approval	
	Principal-use building plan	\$50.00
	Accessory-use building plan	\$25.00
	HVAC plan – Energy (heat loss) calculations	\$0.00
	Plumbing plan – Fixture list	\$0.00
	Multi-family residential construction plan approval	
	Principal-use building plan	\$100.00
	Accessory-use building plan	\$100.00
	Sign structural plan	\$50.00
	HVAC plan – Mechanical systems plan	\$100.00
	Plumbing system plan	\$100.00
	Commercial, educational, institutional, industrial plan approval	
	Principal-use building plan	\$100.00

8-47	Accessory-use building plan		\$100.00
	Sign structural plan		\$50.00
	HVAC plan – Mechanical systems plan		\$100.00
	Plumbing system plan		\$100.00
One- and two-family residential construction permits			
Principal or accessory building permits			
	New construction (per sq. foot)		\$0.095
	Windows/doors		\$50.00
	Move building		\$50.00
	Raze/demolish building		\$50.00
Accessory structure building permits			
	Curb cut, culvert, driveway		\$50.00
	Landscape structures		\$50.00
	Fencing		\$50.00
	Hot tub, swimming pool		\$50.00
	Pond		\$50.00
	Satellite receiver		\$50.00
	Tower structure		\$50.00
	Subdivision or neighborhood identification signage		
	Base fee		\$30.00
	Additional fee per square foot		\$0.30
Multi-family residential construction permits			
Principal or accessory building permits			
	General construction; new building (per sq. ft)		\$0.105
	Roofing replacement		\$70.00
	Built-up or membrane (per sq. ft.)		\$0.01
	Siding		\$70.00
	Brick veneer (per sq. ft.)		\$0.01
	Move building		\$50.00
	Base fee		\$70.00
	Foundation area fee (per sq. ft.)		\$0.105
	Raze/demolish building		\$70.00
Accessory structures			
	Curb cut, culvert, driveway		\$70.00
	Landscape structures		\$70.00
	Fencing		\$70.00
	Hot tub, swimming pool		\$70.00
	Pond		\$70.00
	Satellite receiver		\$70.00
	Tower structure		\$70.00
	Subdivision or neighborhood identification signage		
	Base fee		\$30.00
	Additional fee per square foot		\$0.30
Commercial, educational, institutional, industrial use building permits			
Principal or accessory building permits			
	General construction building group 1: New building, etc. (per sq. ft)		\$0.065
8-47	General construction building group 2: New building, etc. (per sq. ft)		\$0.135
	Roofing replacement: building group 1 & 2		\$70.00
	Built-up or membrane (per sq. ft.)		\$0.01

		Siding	\$70.00
		Brick veneer (per sq. ft.)	\$0.01
		Move building: building group 1 & 2	
		Base fee	\$70.00
		Foundation area fee (per sq. ft.)	\$0.105
		Raze/demolish building	\$70.00
		Accessory structures	
		Curb cut, culvert, driveway	\$70.00
		Landscape structures	\$70.00
		Fencing	\$70.00
		Hot tub, swimming pool	\$70.00
		Pond	\$70.00
		Satellite receiver	\$70.00
		Tower structure	\$70.00
		Subdivision or neighborhood identification signage	
		Base fee	\$30.00
		Additional fee per square foot	\$0.30
		Temporary or mobile sign	\$30.00
8-360	One- and two-family residential plumbing permit fees		
		General plumbing (per fixture)	\$7.00
		Water service connection permit	\$30.00
		Sanitary sewer connection	\$30.00
		Storm sewer connection (each)	\$30.00
		Fire suppression system (per head)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$50.00
		Water heater replacement	\$30.00
		Palmer valve	\$50.00
		Back water valve	\$30.00
	Multi-family residential plumbing permit fees		
		General plumbing (per fixture)	\$7.00
		Water service connection permit	\$30.00
		Sanitary sewer connection	\$30.00
		Storm sewer connection (each)	\$30.00
		Fire suppression system (per head)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$70.00
		Water heater replacement	\$70.00
	Commercial, educational, institutional, industrial use plumbing permits		
		General plumbing (per fixture)	\$8.00
		Water service connection permit	\$30.00
8-360		Sanitary sewer connection	\$30.00
		Storm sewer connection (each)	\$30.00
		Fire suppression system (per head)	\$2.50
8-360		Lawn sprinkler system-reduced pressure valve	\$70.00
		Water heater replacement	\$70.00
8-360		Sewer cap	\$70.00
8-369	Private well operation permit fee		\$100.00
8-449	Re-inspections of electrical wiring		\$50.00
8-451	One- and two-family residential electrical permits		
		General electrical system (per sq. foot)	\$0.045
		Electrical service	\$50.00
		Air conditioning addition	\$50.00

	Multi-family residential electrical permits	
	General electrical system (per sq. foot)	\$0.055
	Electrical service – initial	\$70.00
	Electrical service – each additional	\$30.00
	Air conditioning addition	\$70.00
	Commercial, educational, institutional, industrial electrical permits	
	General electric – building group 1 (per sq. foot)	\$0.045
	General electric – building group 2 (per sq. foot)	\$0.085
	Project cost \$0-\$10,000	\$70.00
	Project cost \$10,001-\$50,000	\$140.00
	Project cost \$50,001-\$100,000	\$210.00
	Project cost \$100,001-\$200,000	\$300.00
	Project cost \$200,001-\$300,000	\$400.00
	Project cost greater than \$300,000	\$500.00
	Additional fee per \$100,000 above \$300,000	\$100.00
	Internally or externally illuminated sign	\$70.00
8-629	Roominghouse/shelter facility permit fee	\$30.00
	Additional fee per dwelling unit or rooming unit	\$10.00
8-671	Penalty fee for renewal mobile home park license applications postmarked after June 30	\$25.00
8-478	One- and two-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	\$0.045
	Heating unit replacement	\$50.00
	Air conditioning addition (per unit)	\$50.00
	Multi-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	\$0.055
	Heating unit replacement	\$70.00
	Air conditioning addition/replacement (per unit)	\$70.00
	Commercial, educational, institutional, industrial use mechanical (HVAC) permits	
	General HVAC: ductless unit-heater systems only (per sq. foot)	\$0.045
	General HVAC: ducted or hydronic (per sq. foot)	\$0.085
	Heating unit replacement	\$70.00
	Air conditioning addition/replacement (per unit)	\$70.00
<i>Chapter 10—Businesses</i>		
10-19	License fees for the sale of each of the following or the conduct of the business or activity	
	Ambulances	
	Per vehicle for first vehicle licensed by any person	\$50.00
	Per additional vehicle	\$25.00
10-19	Auto salvage	\$100.00
	Billiard and pool tables, gamerooms, per table or gameroom	\$5.00
	Canvasser, solicitor, peddler and transient merchants, and direct seller's investigation fee	\$5.00
	Cigarettes	\$100.00
	Junk and secondhand dealers	
	For maintaining a building, warehouse, or yard	\$50.00
	For each hand-drawn vehicle used for junk dealing	\$1.00
	For each vehicle other than hand drawn	\$3.00
	Secondhand article dealer permit	\$27.50
	Secondhand jewelry dealer permit	\$30.00
	Secondhand article dealer: mall/flea market permit	\$165.00

	Parades	\$0.00
	Pawn brokers	\$210.00
	Residential building contractors	
	Initial	\$25.00
	Renewal	\$10.00
	Temporary permit	\$0.00
	Taxicab business licenses	
	For an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00
	For a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00
	For any other person	
	For each taxicab with a capacity of seven or fewer passengers, not including the driver	\$25.00
	For each taxicab with a capacity of eight to 15 passengers, not including the driver	\$50.00
	Taxicab operator's licenses	
	For an operator employed by an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00
	For an operator employed by a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00
	For any other person	\$50.00
10-90	Auto salvage storage permit fee	\$100.00
10-92	Newspaper vending machine permit fee	\$50.00
10-93	Parklet permit fee	\$200.00
10-140	Temporary facility license fee	\$25.00
10-142	Facility license fee	
	If the premises is not also licensed under Ch. 4, GBMC	\$75.00
	If the premises is also licensed under Ch. 4, GBMC	\$25.00
10-143	Facility operator's license fee	\$10.00
10-203	Sexually-oriented adult entertainment establishment license fee	\$750.00
10-205	Sexually-oriented adult entertainment establishment license renewal fee	\$250.00
10-210	Sexually-oriented adult entertainment establishment employee registration fee	\$30.00
10-238	Escort service application fee	\$500.00
	Escort service license fee	\$500.00
10-240	Escort service license renewal fee	\$500.00
10-243	Escort registration fee	\$25.00
10-274	Direct sales permit fee	
	Temporary (30-day)	\$100.00
	Annual	\$350.00
	Request for additional locations beyond three	\$50.00
	Request for change of location	\$10.00
	Solicitor's permit fee	
	Temporary (30-day)	\$25.00
	Annual	\$100.00
10-342	Junk dealer annual fee	\$50.00
10-344	Junk dealer daily reporting failure fee	\$10.00
10-374	Junk collector annual fee	\$3.00
10-428	Special event fee – Simple event	
	Small non-profit park event fee	
	Resident application fee	\$25.00

			Late application fee	\$25.00
			First time event additional fee	\$50.00
			Event location change fee	\$0.00
			Event cancellation fee	\$10.00
			Small non-profit block party	
			Resident application fee	\$25.00
			Late application fee	\$25.00
			First time event additional fee	\$50.00
			Event location change fee	\$0.00
			Event cancellation fee	\$10.00
			Special event fee – Small events	
			Athletic Event	
			Resident application fee	\$100.00
			Non-resident application fee	\$150.00
			Late application fee	\$50.00
			First time event additional fee	\$175.00
			Event location change fee	\$25.00
			Event cancellation fee	\$25.00
			All other small events	
			Resident application fee	\$50.00
			Non-resident application fee	\$75.00
			Late application fee	\$25.00
			First time event additional fee	\$88.00
			Event location change fee	\$13.00
			Event cancellation fee	\$13.00
			Special event fee – Medium events	
			Athletic Event	
			Resident application fee	\$200.00
			Non-resident application fee	\$300.00
			Late application fee	\$100.00
			First time event additional fee	\$350.00
			Event location change fee	\$50.00
			Event cancellation fee	\$50.00
10-428			All other medium events	
			Resident application fee	\$175.00
			Non-resident application fee	\$263.00
			Late application fee	\$88.00
			First time event additional fee	\$306.00
			Event location change fee	\$44.00
			Event cancellation fee	\$44.00
			Special event fee – Large events	
			Athletic Event	
			Resident application fee	\$300.00
			Non-resident application fee	\$450.00
			Late application fee	\$150.00
			First time event additional fee	\$525.00
			Event location change fee	\$75.00
			Event cancellation fee	\$75.00
			All other large events	
			Resident application fee	\$275.00
			Non-resident application fee	\$413.00

		Late application fee	\$138.00
		First time event additional fee	\$481.00
		Event location change fee	\$69.00
		Event cancellation fee	\$69.00
		Special event fee - Small budget film/ photography	
		Resident application fee	\$25.00
		Non-resident application fee	\$38.00
		Late application fee	\$13.00
		Event location change fee	\$6.00
		Event cancellation fee	\$6.00
		Special event fee - Special hazard event	
		Resident application fee	\$500.00
		Non-resident application fee	\$750.00
		Late application fee	\$250.00
		First time event additional fee	\$875.00
		Event location change fee	\$125.00
		Event cancellation fee	\$125.00
10-458		Public vehicle business license fee	\$25.00
		Public vehicle business motor vehicle inspection fee	\$25.00
10-459		Public vehicle business operator's license fee	\$50.00
10-493		Commercial quadricycle business license fee	\$25.00
		Commercial quadricycle inspection fee	\$25.00
10-494		Commercial quadricycle operator's license fee	\$50.00
10-514		Underground sprinkler license fee	\$25.00
10-544		Lobbyist registration fee	\$20.00
10-574		Mobile food establishment license to operate fee	
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00
10-574		Mobile food establishment license to operate renewal fee	
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00
10-599		Tree and brush trimmer license fee	\$25.00
10-634		Weights and measures fees	
		Annual processing fee	\$30.00
		Product look-up (PLU) or scanner system	\$100.00
		Electronic cash register (ECR) interfaced with other devices (per register)	\$30.00
		Scales (1-50 lbs.) (per device)	\$35.00
		Scales (>50 lbs. up to 1,000 lbs.) (per device)	\$30.00
		Sensitive scale (prescription, jewelry, precious metal) (per device)	\$60.00
		Vehicle scales (per device)	\$100.00
		Livestock scales (per device)	\$100.00
		Auto recycling machine (per device)	\$100.00
		Vehicle tank meters, petroleum products (per device)	\$35.00
		Vehicle tank meters, lubricant products	\$35.00

		(per device)	
		LMDs (per device or grade listed on dispenser)	\$30.00
		LMDs high output device (per device)	\$35.00
		LMDs marina fuel dispenser (per device)	\$30.00
		Coin operated timer (per device)	\$5.00
		Taxi cab meter (per device)	\$25.00
		Miscellaneous device (per hour)	\$50.00
		Re-inspection after follow-up compliance inspection (per inspection)	\$50.00
10-740		Alarm business permit fee	\$50.00
10-741		Alarm user permit fee	
		For an alarm user who is residential obtaining a hold-up alarm or other burglar alarm system	\$20.00
		For an alarm user who is not residential obtaining a hold-up alarm system or burglar alarm system, a fire alarm system, or both	\$40.00
10-742		False alarm on hold-up alarms	
		Premises holding a permit	
		Second false hold-up alarm	\$100.00
		Third false hold-up alarm	\$200.00
		Fourth and subsequent false hold-up alarms	\$350.00
		Premises without a permit	
		First false hold-up alarm	\$100.00
		Second false hold-up alarm	\$200.00
		Third and subsequent false hold-up alarms	\$350.00
		False alarm on alarm systems other than hold-up alarms	
		Premises holding a permit	
		Second false alarm	\$50.00
10-742		Third false alarm	\$75.00
		Fourth false alarm	\$125.00
		Fifth and subsequent false alarms	\$225.00
		Premises without a permit	
		First false alarm	\$50.00
		Second false alarm	\$75.00
		Third false alarm	\$125.00
		Fourth and subsequent false alarms	\$225.00
<i>Chapter 16-Environment</i>			
16-40		Erosion control permit	
		One- and two-family residential	
		Single parcel	\$50.00
		Multi-parcel or subdivision (per parcel)	\$20.00
		Multi-family residential	
		Single parcel	\$50.00
		Multi-parcel (per parcel)	\$20.00
		Commercial, educational, institutional, industrial uses	
		Single parcel	\$50.00
		Multi-parcel (per parcel)	\$20.00
16-81		Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))	\$4,200.00
16-82		Storm water management plan permit fee	\$0.00
<i>Chapter 18—Fire Prevention and Control</i>			
18-66		Re-inspections for compliance with Ch. 18, Art. II, GBMC	\$50.00

18-93	Permit fee for the purchase and use within the City of those classes of fireworks or pyrotechnics authorized by said statute	\$200.00
	Permit fee for the sale of fireworks within the City of those classes of fireworks authorized by statute	\$600.00
<i>Chapter 24-Nuisances</i>		
24-84	Unmanaged vegetative growth removal	
	Administrative charge (per parcel)	\$72.00
	Labor cost (per hour)	\$78.00
	Equipment cost (per hour)	\$74.00
	Minimum total charge (1/2 hour)	\$148.00
<i>Chapter 28-Parks and Recreation</i>		
28-7	Metro Boat Launch	
	Daily launch fee	\$6.00
	Season launch pass	\$60.00
	Seniors season launch pass	\$50.00
	Commercial season launch pass	\$75.00
<i>Chapter 32—Solid Waste</i>		
32-2	Bulk collection	
	0-3 cubic yards	\$95.00
	3-10 cubic yards	\$190.00
	10+ cubic yards	\$285.00
	Appliance collection	
32-2	Refrigerators/Freezers (each)	\$45.00
	Appliances with freon (each)	\$45.00
	All other appliances	\$35.00
	Electronics collection (each)	\$60.00
	Tipper carts	
	Garbage – 96 gallon (plus sales tax)	\$96.00
	Recycling – 96 gallon (plus sales tax)	\$100.00
	Improper cart storage (per violation)	\$38.00
	Early/Late setout (per violation)	\$61.00
	Recycling in garbage cart (per violation)	\$61.00
	Garbage in recycling cart (per violation)	\$61.00
32-3	Private collector's license fee	
	Per vehicle for first vehicle licensed by any person	\$25.00
	Per additional vehicle	\$5.00
<i>Chapter 34—Streets, Sidewalks, and Other Public Places</i>		
34-5	Excavation permit fee	\$50.00
	First 100 square feet of excavation	\$37.80
	Each additional 100 square feet of excavation	\$7.60
34-5	Permanent repair of excavated pavement	
	Asphalt streets – Administrative fee (all streets)	\$45.00
	Asphalt streets – Concrete base (sq yard)	\$74.00
	Asphalt streets – Gravel base (sq yard)	\$132.00
	Concrete streets – Administrative fee	\$45.00
	Concrete streets (sq yard)	**
**Actual Cost from Annual Pavement Repair Contract		
34-8	Sidewalk builder's license fee	\$25.00
34-14	Sidewalk snow and ice management fees	
	Base fee (per instance)	\$60.00
	Snow/Ice removal fee (per linear foot)	\$0.27

34-64	Leicht park dock fee – Cruise ship dockage	
	Per day	\$1500.00
	Per day/evening	\$2,000.00
<i>Chapter 36--Subdivisions</i>		
36-34	Review fees	
	Preliminary city/extraterritorial subdivision plat	\$150.00
	Additional fee per lot/outlot	\$35.00
	Preliminary city/extraterritorial certified survey map	\$150.00
	Final city/extraterritorial subdivision plat	\$100.00
	City/extraterritorial subdivision/CSM variance	\$100.00
36-558	Parkland development fee	\$350.00
36-580	Street tree fee (per tree, calculated at 1 tree per 50 linear feet of right-of-way frontage)	\$100.00
<i>Chapter 44--Zoning</i>		
44-82	Zoning amendment fee	\$300.00
44-83	Conditional use permit fee	\$300.00
44-112	Homebased occupation fee	\$0.00
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00
44-1580	Short-term rental application/review fee	\$100.00
	Short-term rental renewal fee	\$100.00
44-1890	One- and two-family residential site plan approval	
44-1890	Principal use building & site development, area smaller than \$1,000 square feet	\$25.00
	Principal use building & site development, area \$1,000 square feet or larger	\$50.00
	Accessory use building, area larger than 150 square feet only	\$25.00
	Fencing – new construction	\$0.00
	Landscaping: land-disturbing activity or new structure	\$25.00
	Tower structure – new construction	\$25.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$25.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$25.00
	New or reconstructed subdivision or neighborhood identification signage	\$25.00
	Floodplain land use approval	\$50.00
	Shoreland/wetland land use approval	\$50.00
	Erosion control	\$25.00
	Board of Appeals application and hearing fee	\$75.00
	Multi-family residential site plan approval	
	Principal use building & site development	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	Accessory use building	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	Fencing – new construction	\$50.00
	Landscaping: land-disturbing activity or new structure	\$50.00
	Tower structure – new construction	\$50.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	

		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
		New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	
		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
		New or reconstructed subdivision or neighborhood identification signage	\$25.00
		Floodplain land use approval	\$50.00
		Shoreland/wetland land use approval	\$50.00
		Erosion control	\$50.00
		Board of Appeals application and hearing fee	\$150.00
		Commercial, educational, institutional, industrial use site plan approval	
		Principal use building & site development	
		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
44-1890		<i>Accessory use building</i>	
		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
		Fencing – new construction	\$50.00
		Landscaping: land-disturbing activity or new structure	\$50.00
		Tower structure – new construction	\$50.00
		New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$50.00
		New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$50.00
		New or reconstructed subdivision or neighborhood identification signage	\$25.00
		Floodplain land use approval	\$50.00
		Shoreland/wetland land use approval	\$50.00
		Erosion control	\$50.00
		Board of Appeals application and hearing fee	\$150.00
		Other services	
		One- and two-family residential	
		Certificate of occupancy	\$30.00
		Floodplain certificate	\$10.00
		Property compliance letter	\$30.00
		Reinspection fee	\$75.00
		Uniform dwelling code seal	\$30.00
		Zoning certificate (initial letter)	\$30.00
		Zoning certificate (reprinted)	\$10.00
		Multi-family residential	
		Certificate of occupancy	\$30.00
		Floodplain certificate	\$10.00
		Property compliance letter	\$30.00
		Reinspection fee	\$50.00
		Zoning certificate (initial letter)	\$30.00
		Zoning certificate (reprinted)	\$10.00
		Commercial, educational, institutional, industrial uses	
		Certificate of occupancy	\$50.00
		Business license compliance letter	\$50.00
		Floodplain certificate	\$10.00
		Property compliance letter	\$30.00

	Reinspection fee	\$50.00
	Zoning certificate (initial letter)	\$50.00
	Zoning certificate (reprinted)	\$10.00
<i>Miscellaneous</i>		
	Other miscellaneous fees may also be established by policy approved by the Council from time to time	
	Planned Unit Development and PUD Amendment fee	\$425.00
	Subdivision Plat – Preliminary (plus \$35.00 per outlot)	\$150.00
	Subdivision Plat – Final	\$150.00
	Condominium Plat – Preliminary (plus \$35.00 per outlot)	\$250.00
	Condominium Plat – Final	\$150.00
	Certified Survey Map (“CSM”)	\$250.00
	Subdivision/CSM Variance	\$150.00
	Postponement of Development Fees	\$100.00
	Development District Map Amendment	\$200.00
	Official Map Amendment	\$200.00
	Discontinuance of a Public Utility Easement	\$200.00
	Declare City Property “City Surplus”	\$200.00
	Street Name Change	\$200.00
	Vacate Street/Alley/Pedestrian Way	\$300.00
	Comprehensive Plan Amendment	\$275.00
	Sign – Permanent (plus \$.50 per square foot)	\$40.00
	Sign – Temporary	\$40.00
	Floodplain Determination Letter/Certificate	\$50.00
	Zoning Certificate – Initial	\$50.00
	Zoning Certificate – Reprint	\$0.00
	Board of Appeals Initiation – Residential	\$125.00
	Board of Appeals Initiation – All Other	\$250.00
	Land Use Permit	\$50.00
	Short Term Rental – Initial	\$500.00
	Short Term Rental – Annual Renewal	\$250.00
	Temporary Use Permit	\$25.00
	Home Occupation	\$25.00
	Annexation	\$150.00
	Cell Tower – Buildings and Colocations	\$500.00
	Cell Tower – New Towers	\$1,000.00



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY**AGENDA ITEM # U.2**

Resolution authorizing a budget amendment for Fire Overtime reimbursement of \$41,174.75 for unbudgeted community events.

BACKGROUND

Per state statutes any change to a Common Council approved budget must be brought through as a budget amendment resolution.

This is an item that was not budgeted, neither the revenue or expense, the resolution will increase both budgets.

The additional revenue received offsets the unbudgeted expense incurred. It has a zero impact on the fund balance.

RECOMMENDATION

To approve.

FISCAL IMPACT**ATTACHMENTS**

- I. Resolution-Fire OT

**RESOLUTION AUTHORIZING
TO BUDGET AMENDMENT**

September 20, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of September 13, 2022, the following 2022 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
Increase:	101400 50501 Fire-Overtime	\$41,174.75
Increase:	101400 46223 Fire Overtime Reimbursement	\$41,174.75

**This budget amendment is for 2022 unbudgeted overtime (January-August) for various community events such as the Brown County Fire Investigation Task Force, Cellcom Marathon, Packer 5K, Bellin Run, Lambeau Field Soccer Match and UWGB Women's Basketball Game.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION REGARDING VACATION
OF AN UNIMPROVED PUBLIC RIGHT-OF-WAY
SOUTH PORTIONS OF KENTUCKY AVE, FLORIDA AVE, CALIFORNIA AVE,
MINNESOTA AVE, AND WISCONSIN AVE
(SV 20-02)**

OCTOBER __, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of an uncompleted Kentucky Ave, Florida Ave, California Ave, Minnesota Ave, and Wisconsin Ave; as depicted on the attached map; and

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that the uncompleted right-of-way of Kentucky Ave, Florida Ave, California Ave, Minnesota Ave, and Wisconsin Ave be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on **October , 2022** at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this Resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

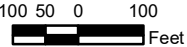
Approved _____

Mayor

Clerk

MS

Attachments (legal description and map)



 = STREET R/W TO BE VACATED



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

Date: June 22, 2022

Petitioner(s): City of Green Bay - Department of Parks, Recreation & Forestry Phone Number: 920-448-3365

Address: 100 N. Jefferson Street City: Green Bay State: WI Zip Code: 54301

Property Owner: City of Green Bay Phone Number: 920-448-3365

Parcel Numbers (required): See attached parcel numbers legal descriptions

Location of Property: Streets south of East Shore Drive within the Green Bay Wildlife Sanctuary

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, Dan Ditscheit - Director, 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).

Vacate all streets south of East Shore Drive that were dedicated to the public in the

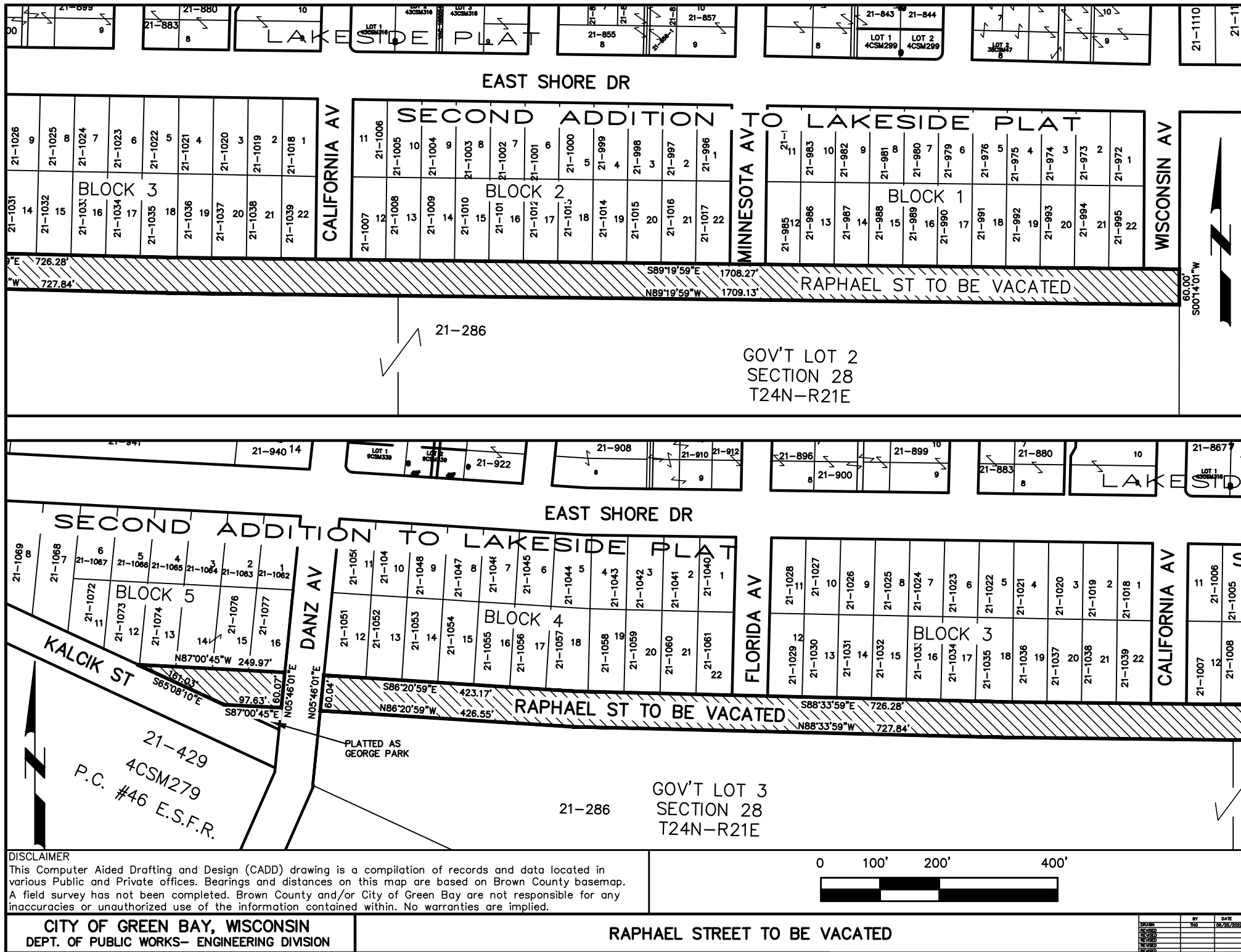
Second Addition to Lakeside Plat

WAIVER OF ADMINISTRATION FEE REQUESTED

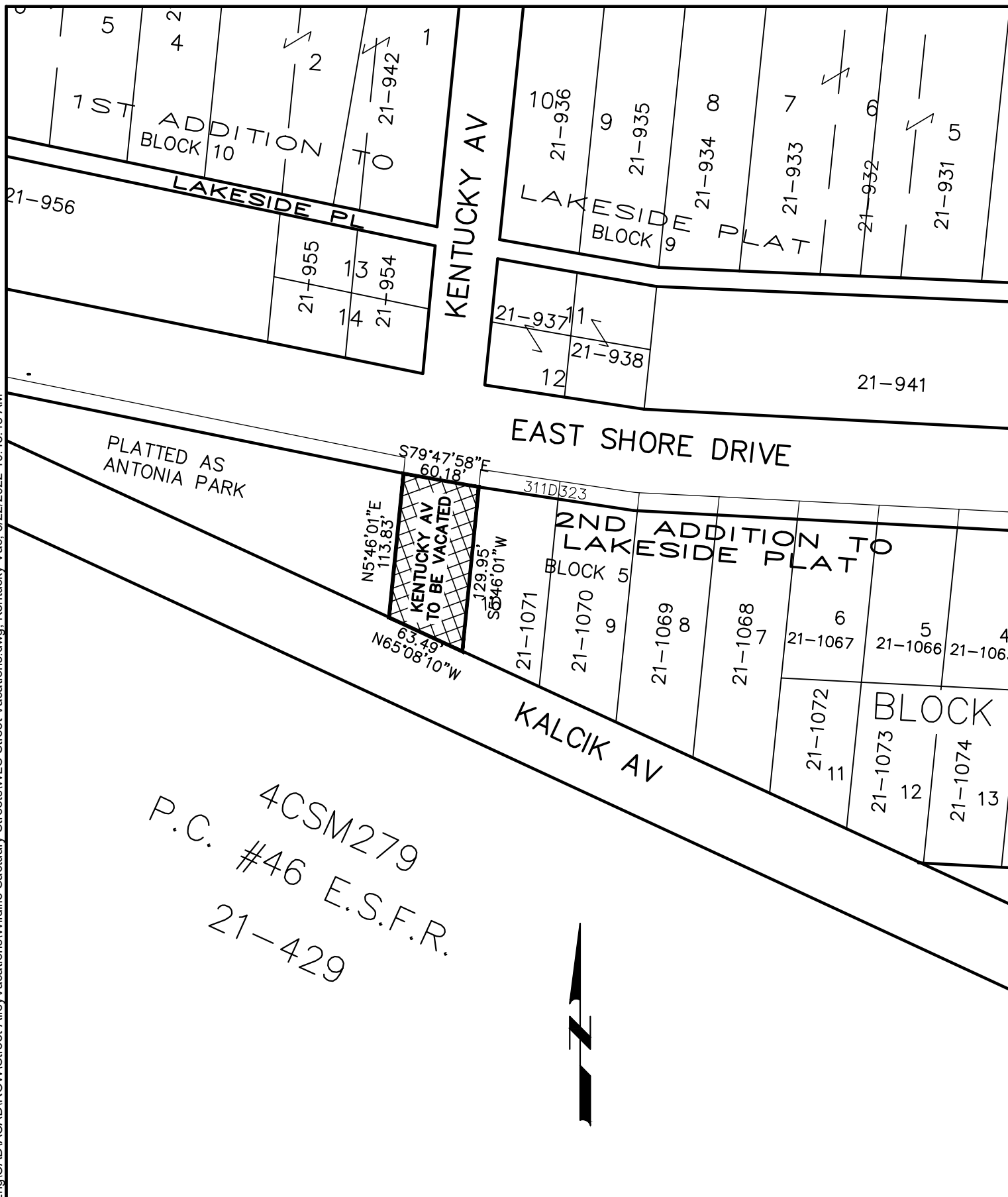
This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

KALCIK AVENUE TO BE VACATED

	BY	DATE
DRAWN	THG	06/09/20
REVISED		
REVISED		
REVISED		

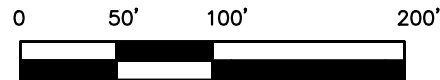


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DISCLAIMER

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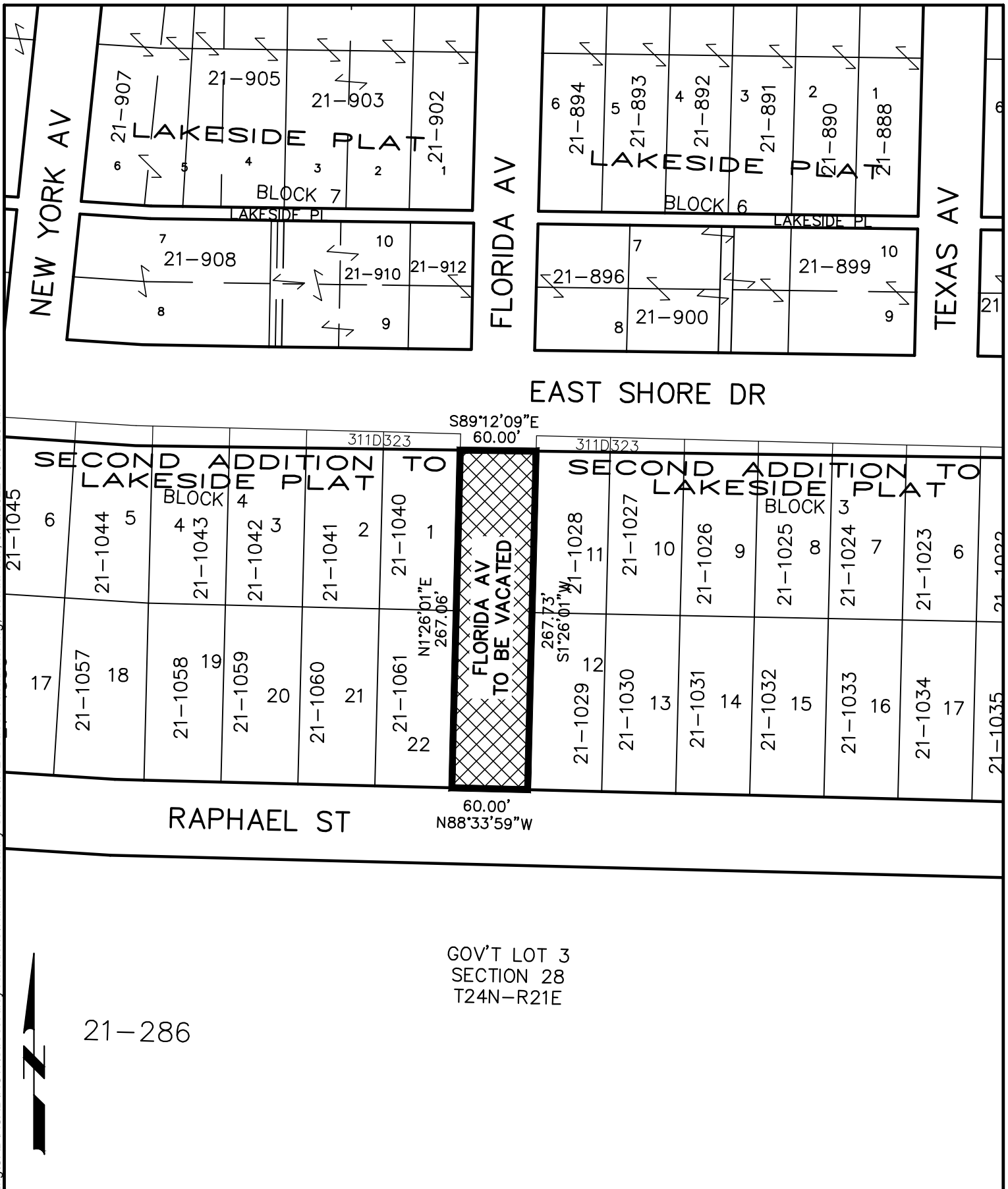


CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS— ENGINEERING DIVISION

KENTUCKY AVENUE TO BE VACATED

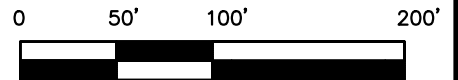
DATE	BY
06/21/2022	THE

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DISCLAIMER

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CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS— ENGINEERING DIVISION

FLORIDA AVENUE TO BE VACATED

DATE	BY
06/21/2022	THE

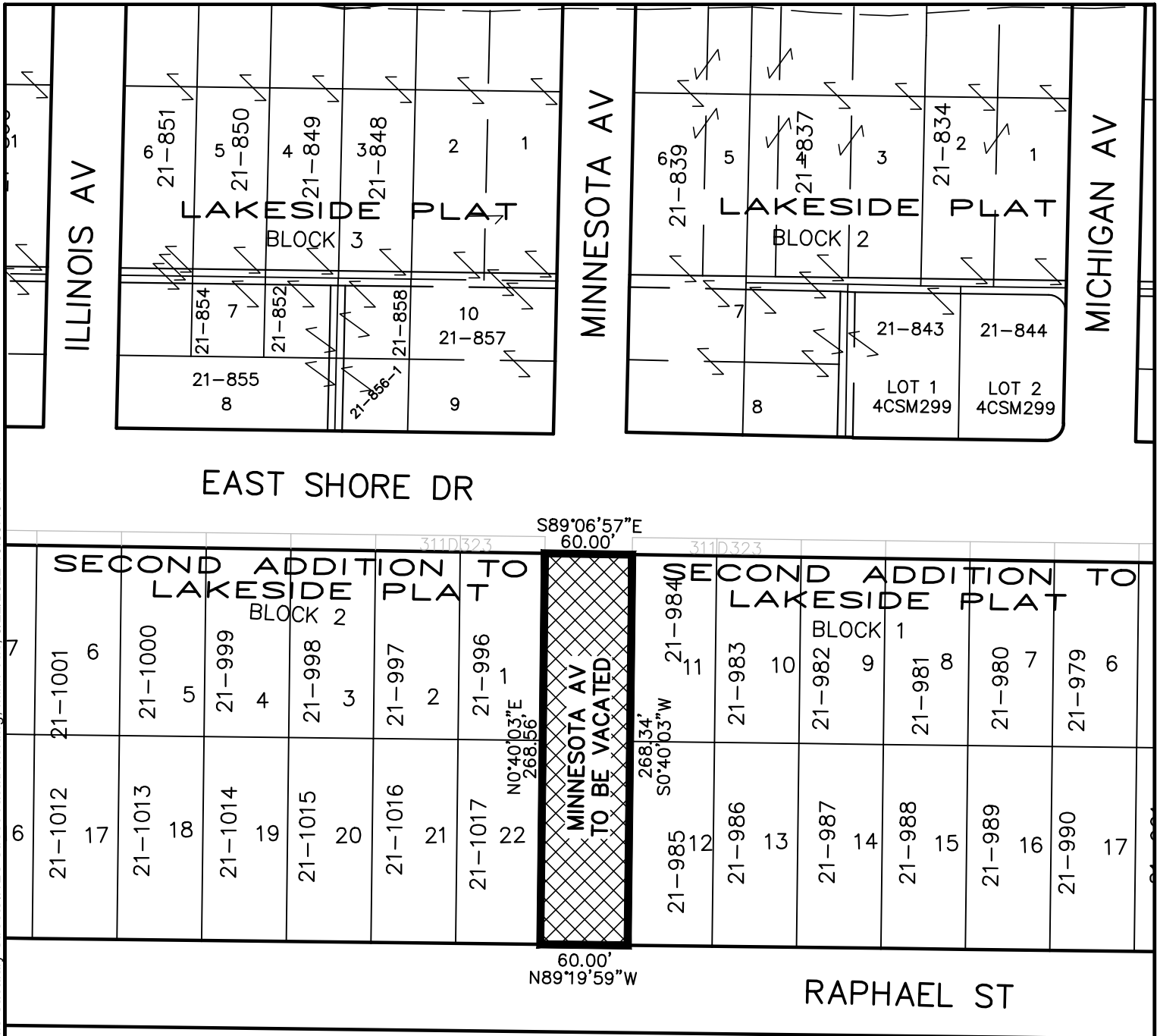
6	21-1034 17	21-1023 6	SECOND ADDITION LAKESIDE PLAT TO BLOCK 3
18	21-1035	21-1022 5	
19	21-1036	21-1021 4	
20	21-1037	21-1020 3	
21	21-1038	21-1019 2	
22	21-1039	21-1018 1	
60.00' CALIFORNIA AV TO BE VACATED			
12	21-1007	21-1006 11	SECOND ADDITION LAKESIDE PLAT TO BLOCK 2
13	21-1008	21-1005 10	
14	21-1009	21-1004 9	
15	21-1010	21-1003 8	
16	21-1011	21-1002 7	
17	21-1012	21-1001 6	

60.00'
N89°19'59"W

GOV'T LOT 2
SECTION 28
T24N-R21E

	BY	DATE
DRAWN	THG	08/21/2022
REVISED		
REVISED		
REVISED		
REVISED		

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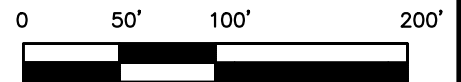
21-286
GOV'T LOT 2
SECTION 28
T24N-R21E

DISCLAIMER

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CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS- ENGINEERING DIVISION

MINNESOTA AVENUE TO BE VACATED



DATE	BY
06/21/2022	THE

[illegible]

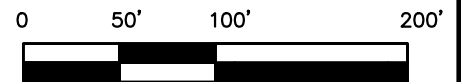
	RAPHAEL AV	60.00'
		N89°19'59"

GOV'T LOT 2
SECTION 28
T24N-R21E

DISCLAIMER
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WISCONSIN AVENUE TO BE VACATED

	BY	DATE
DRAWN	THG	06/21/2022
REVISED		
REVISED		
REVISED		
REVISED		



DESCRIPTION OF KALICK AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the Kalcik Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying southerly of and adjacent to Block 5 and the platted Antonia Park and the platted George Park, in said Second Addition to Lakeside Plat, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 10, Block 5, said Second Addition to Lakeside Plat;
thence S65°-08'-10"E, 659.56 feet along the north right-of-way line of Kalcik Avenue, to the west right-of-way line of Danz Avenue (formerly known as Ohio Avenue);
thence S05°-46'-01"W, 63.49 feet along said west right-of-way line of Danz Avenue, to the south right-of-way line of Kalcik Avenue;
thence N65°-08'-10"W, 1473.64 feet along said south right-of-way line of Kalcik Avenue, to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence S79°-09'-39"E, 247.59 feet along said south right-of-way line of East Shore Drive, to the north right-of-way line of Kalcik Avenue;
thence S65°-08'-10"E, 553.09 feet along said north right-of-way line of Kalcik Avenue, to the point of beginning.

Parcels affected being tax parcel numbers: 21-1071, 21-1070, 21-1069, 21-1068, 21-1072, 21-1073 and 21-429.

All above referenced parcels are owned by the City of Green Bay, a Wisconsin Municipal Corporation and are part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF RAPHAEL STREET RIGHT-OF-WAY TO BE VACATED

That part of the Raphael Street right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying southerly of and adjacent to Blocks 1, 2, 3, and 4, in said Second Addition to Lakeside Plat, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 12, Block 4, said Second Addition to Lakeside Plat;
thence S86°-20'-59"E, 423.17 feet along the north right-of-way line of Raphael Street;
thence continuing along said north right-of-way line of Raphael Street, S88°-33'-59"E, 726.28 feet;
thence continuing along said north right-of-way line of Raphael Street, S89°-19'-59"E, 1708.27 feet, to the east right-of-way line of Wisconsin Avenue;
thence S00°-14'-01"W, 60.00 feet, along said east right-of-way line of Wisconsin Avenue, to the south right-of-way line of Raphael Street;
thence N89°-19'-59"W, 1709.13 feet, along said south right-of-way line of Raphael Street;
thence continuing along said south right-of-way line of Raphael Street, N88°-33'-59"W, 727.84 feet;
thence continuing along said south right-of-way line of Raphael Street, N86°-20'-59"W, 426.55 feet, to the east right-of-way line of Danz Avenue, (formerly known as Ohio Avenue);
thence N05°-46'-01"E, 60.04 feet, along said east right-of-way line of Danz Avenue, to the point of beginning.

ALSO that part of the Raphael Street right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying southerly of and adjacent to Block 5, in said Second Addition to Lakeside Plat, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southeast corner of Lot 16, Block 5, said Second Addition to Lakeside Plat;
thence N87°-00'-45"W, 249.97 feet, along the north right-of-way line of Raphael Street, to the north right-of-way line of Kalcik Street;
thence S65°-08'-10"E, 161.03 feet along said north right-of-way line of Kalcik Street, to the northwest corner of George Park as platted in said Second Addition to Lakeside Plat;

thence S87°-00'-45"E, 97.63 feet, along the south right-of-way line of Raphael Street (also being the north line of said George Park), to the west right-of-way line of Danz Avenue, (formerly known as Ohio Avenue);

thence N05°-46'-01"E, 60.07 feet, along said west right-of-way line of Danz Avenue, to the point of beginning.

Parcels affected being tax parcel numbers: 21-995, 21-994, 21-993, 21-992, 21-991, 21-990, 21-989, 21-988, 21-987, 21-986, 21-985, 21-1017, 21-1016, 21-1015, 21-1014, 21-1013, 21-1012, 21-1011, 21-1010, 21-1009, 21-1008, 21-1007, 21-1039, 21-1038, 21-1037, 21-1036, 21-1035, 21-1034, 21-1033, 21-1032, 21-1031, 21-1030, 21-1029, 21-1061, 21-1060, 21-1059, 21-1058, 21-1057, 21-1056, 21-1055, 21-1054, 21-1053, 21-1052, 21-1051, 21-1077, 21-1076, 21-1074 and 21-286.

All above referenced parcels are owned by the City of Green Bay, a Wisconsin Municipal Corporation and are part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF KENTUCKY AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the Kentucky Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying west of Block 5 and east of the platted Antonia Park in said Second Addition to Lakeside Plat, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 10, Block 5, said Second Addition to Lakeside Plat;
thence $N65^{\circ}-08'-10''W$, 63.49 feet along the north right-of-way line of Kalcik Avenue, to the southeast corner of said Antonia Park;
thence $N05^{\circ}-46'-01''E$, 113.83 feet, along the west right-of-way line of Kentucky Avenue (also being the east line of said Antonia Park), to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence $S79^{\circ}-47'-58''E$, 60.18 feet along said south right-of-way line of East Shore Drive, to the west line of said Lot 10, Block 5, Second Addition to Lakeside Plat;
thence $S05^{\circ}-46'-01''W$, 129.95 feet, along said west line of said Lot 10, Block 5, Second Addition to Lakeside Plat, to the point of beginning.

Parcels affected being tax parcel number: 21-1071

The above referenced parcel is owned by the City of Green Bay, a Wisconsin Municipal Corporation and is part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF FLORIDA AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the Florida Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying west of Block 3 and east of Block 4 in said Second Addition to Lakeside Plat, located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 12, Block 3, said Second Addition to Lakeside Plat;
thence N88°-33'-59"W, 60.00 feet along the north right-of-way line of Raphael Street, to the southeast corner of Lot 22, Block 4, said Second Addition to Lakeside Plat;
thence N01°-26'-01"E, 267.06 feet, along the west line of said Block 4, to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence S89°-12'-09"E, 60.00 feet along said south right-of-way line of East Shore Drive, to the west line of Lot 11, Block 3, Second Addition to Lakeside Plat;
thence S01°-26'-01"W, 267.73 feet, along said west line of said Block 3, Second Addition to Lakeside Plat, to the point of beginning.

Parcels affected being tax parcel numbers: 21-1029, 21-1061, 21-1040, and 21-1028.

The above referenced parcel is owned by the City of Green Bay, a Wisconsin Municipal Corporation and is part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF CALIFORNIA AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the California Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying west of Block 2 and east of Block 3, in said Second Addition to Lakeside Plat located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 12, Block 2, said Second Addition to Lakeside Plat;
thence N89°-19'-59"W, 60.00 feet along the north right-of-way line of Raphael Street, to the southeast corner of Lot 22, Block 3, said Second Addition to Lakeside Plat;
thence N00°-40'-03"E, 271.22 feet, along the west line of said Block 3, to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence S89°-06'-57"E, 60.00 feet along said south right-of-way line of East Shore Drive, to the west line of Lot 11, Block 2, Second Addition to Lakeside Plat;
thence S00°-40'-03"W, 270.99 feet, along said west line of said Block 2, Second Addition to Lakeside Plat, to the point of beginning.

Parcels affected being tax parcel numbers: 21-1007, 21-1039, 21-1018, and 21-1006.

All above referenced parcels are owned by the City of Green Bay, a Wisconsin Municipal Corporation and are part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF MINNESOTA AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the Minnesota Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying west of Block 1 and east of Block 2, in said Second Addition to Lakeside Plat located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 12, Block 1, said Second Addition to Lakeside Plat;
thence N89°-19'-59"W, 60.00 feet along the north right-of-way line of Raphael Street, to the southeast corner of Lot 22, Block 2, said Second Addition to Lakeside Plat;
thence N00°-40'-03"E, 268.56 feet, along the west line of Block 2, to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence S89°-06'-57"E, 60.00 feet along said south right-of-way line of East Shore Drive, to the west line of Lot 11, Block 1, Second Addition to Lakeside Plat;
thence S00°-40'-03"W, 268.34 feet, along said west line of said Block 2, Second Addition to Lakeside Plat, to the point of beginning.

Parcels affected being tax parcel numbers: 21-985, 21-1017, 21-996, and 21-984

All above referenced parcels are owned by the City of Green Bay, a Wisconsin Municipal Corporation and are part of the Green Bay Wildlife Sanctuary.

DESCRIPTION OF WISCONSIN AVENUE RIGHT-OF-WAY TO BE VACATED

That part of the Wisconsin Avenue right-of-way dedicated to the public in the recorded plat of the Second Addition to Lakeside Plat as recorded in Volume 5 of Plats, Page 17 as Document Number 234140, lying east of Block 1, in said Second Addition to Lakeside Plat located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southeast corner of Lot 22, Block 1, said Second Addition to Lakeside Plat;
thence N00°-14'-01"E, 265.93 feet, along the east line of said, Block 1, to the south right-of-way line of East Shore Drive (formerly known as Nicolet Drive);
thence S89°-32'-57"E, 60.00 feet along said south right-of-way line of East Shore Drive, to the east right-of-way line of Wisconsin Avenue (also being the east line of said Second Addition to Lakeside Plat);
thence S00°-14'-01"W, 266.16 feet, along said east right-of-way line of Wisconsin Avenue, to the north right-of-way line of Raphael Street;
thence N89°-19'-59"W, 60.00 feet along the north right-of-way line of Raphael Street, to the point of beginning.

Parcels affected being tax parcel numbers: 21-995, 21-972, and 21-285.

All above referenced parcels are owned by the City of Green Bay, a Wisconsin Municipal Corporation and are part of the Green Bay Wildlife Sanctuary.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY

AGENDA ITEM # U.4

Resolution authorizing a budget amendment for Fire Overtime reimbursement of \$3,932.50 for unbudgeted Urban Search & Rescue training.

BACKGROUND

Per state statutes any change to a Common Council approved budget must be brought through as a budget amendment resolution.

This is an item that was not budgeted, neither the revenue or expense, the resolution will increase both budgets.

The additional revenue received offsets the unbudgeted expense incurred. It has a zero impact on the fund balance.

RECOMMENDATION

To approve.

FISCAL IMPACT

ATTACHMENTS

- I. Resolution-USAR

**RESOLUTION AUTHORIZING
TO BUDGET AMENDMENT**

September 20, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of September 13, 2022, the following 2022 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
Increase:	101400 50501 Fire-Overtime	\$3,932.50
Increase:	101400 43611 Fire-State Overtime Reimbursement	\$3,932.50

**This budget amendment is for August 2022 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 20, 2022

PREPARED BY**AGENDA ITEM # U.5**

Resolution authorizing a budget amendment for Police medical expense of \$6,325.05 for unbudgeted medical cost collected in municipal fines.

BACKGROUND

Per state statutes any change to a Common Council approved budget must be brought through as a budget amendment resolution.

This is an item that was not budgeted, neither the revenue or expense, the resolution will increase both budgets.

The additional revenue received offsets the unbudgeted expense incurred. It has a zero impact on the fund balance.

RECOMMENDATION

To approve.

FISCAL IMPACT**ATTACHMENTS**

- I. Resolution-Blood Draws-Jan-Aug

**RESOLUTION AUTHORIZING
TO BUDGET AMENDMENT**

September 20, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of September 13, 2022, the following 2022 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
Increase:	101300 54051 Police-Medical Supplies	\$6,325.05
Increase:	101160 45110 Muni Court-Ordinance Violations	\$6,325.05

**This budget amendment is for unbudgeted costs to offset the expenses paid to local hospitals for blood draws resulting from the police department's OWI arrests-1st offense that are collected from invoicing the person that was arrested. (January-August 2022)

Adopted _____

Approved _____

Mayor

Clerk

GENERAL ORDINANCE NO. 21-22

AN ORDINANCE
AMENDING SECTIONS OF CHAPTER 28,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKS AND RECREATION

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

SECTION 1. Section 28-2, Green Bay Municipal Code, is hereby amended to read:

Sec. 28-2. Director of Parks, Recreation and Forestry.

The Director of Parks, Recreation and Forestry (hereinafter "Director") shall be the same Director as appointed under section 2-79(7). The members of the Committee shall ~~authorize this Director as the~~ engage a person skilled in the operation and management of parks, who shall ~~be the Director of Parks, Recreation and Forestry (hereinafter "Director"),~~ to administer and enforce the policies and regulations adopted by such Committee under Wis. Stats. Ch. 27. The Director shall administer the operation of the combined departments of parks, recreation, and forestry.

SECTION 2. Section 28-3, Green Bay Municipal Code, is hereby amended to read:

Sec. 28-3. Protection of parks and greenways.

- (a) *General prohibitions.* No person shall play ball games, golf, archery, or paintball, or use any device which propels a projectile using the force of a compressed gas or a motorized toy in public parks and greenways, except in and upon areas designed for such purposes.
- (b) *Damage to or removal of plants.* No person shall pluck or cause damage to any flowers, plants, fungi, shrubs, or trees growing in any public park or greenway. No person shall remove any plant, or parts of a plant, including fruit and seeds, without permission of park staff.
- (c) *Care of or removal of any living bird, animal, animal parts, or non-living objects.* No person shall mistreat or collect, remove from or add to (release of animals on site) from any City park or greenway any bird, animal, mammal, fish (outside of urban fishing regulations for the lagoon at the Wildlife Sanctuary), reptile, amphibian or insect, nor remove nests, feathers, pellets, dens, antlers, and bones (including any approved research project) without permission of park staff.
- (d) *Damage to or removal of property.* No person shall damage, deface, destroy, steal, take, or carry away any equipment used in or about the City parks and greenways. No person shall place equipment or items in parks and greenways (including, but not limited to, cameras, geo caches, deer stands, blinds, traps, etc.) without permission of park staff.
- (e) *Trail use in parks and greenways.* All persons are to remain on staff designated and marked nature trails for walking/hiking, and cross-country skiing. Biking shall only be allowed on trails so designated. After cross-country ski trails have been groomed for the season, no activity that damages the groomed trails shall be permitted (i.e., ski skating, snowshoeing, walking, etc.). Wildlife Sanctuary nature trails are not open for public biking, skate skiing, or

snowshoeing. At the Wildlife Sanctuary, walking off of the trails is not permitted unless conducting an approved research project.

- (f) **Encroachment. No property owner shall be allowed to intrude upon any public parks and/or greenways including, but not limited to, through the creation or extension of any mowing, physical structure, or flora above or below the surface of land, except as provided in section 44-358.**

SECTION 3. Section 28-5, Green Bay Municipal Code, is hereby amended to read:

Sec. 28-5. Enforcement.

- (a) *Duties of police.* **Except for as provided in section 28-5(c),** ~~T~~the Police Department shall enforce this chapter under the direction of the Mayor and Council.
- (b) *Responsibilities of patrons.* No person shall resist or in any way interfere with any police or special officer or offer to do so while in any park, on the beach, or in the public waters, or while conveying any person from such park to the City. When called upon by any police officer, any person in any park, on the beach, or in the public waters shall promptly assist such officer.
- (c) **Duty of Director. The Director shall enforce section 28-3(f) under the direction of the Mayor and Council.**

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. 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

[Date]

ZONING ORDINANCE NO. 15-22

**AN ORDINANCE REZONING THE PROPERTY LOCATED ALONG
THE 919-1001 BLOCK OF AUTO PLAZA DRIVE
FROM GENERAL COMMERCIAL DISTRICT (C1) AND LOW DENSITY
RESIDENTIAL (R1) DISTRICT TO HIGHWAY COMMERCIAL DISTRICT (C2)
(ZP 22-29)**

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 properties located at 919 Auto Plaza Drive, the 900 Block of Auto Plaza Drive and the 1001 Auto Plaza Drive from General Commercial District (C1) and Low Density Residential (R1) District to Highway Commercial District (C2)

PARCEL 21-127-9

The east 116.00 feet of Lot 2, Volume 12 of Certified Survey Maps, Page 341, Map Number 2907, Document Number 1049138, being part of Government Lot 2 and part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

PARCEL 21-127-3

The east 116.00 feet of Lot 3, Volume 12 of Certified Survey Maps, Page 341, Map Number 2907, Document Number 1049138, being part of Government Lot 2 and part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

PARCEL 21-126-7-1

Part of Parcel 2, Volume 4 of Certified Survey Maps, Page 523, Map Number 1253, Document Number 783549, being part of Government Lot 2 and part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin more fully described as follows:

Commencing at the Northeast corner of said Parcel 2, Volume 4 of Certified Survey Maps, page 523, being the point of beginning; thence North $89^{\circ}24'00''$ West, 407.50 feet on the North line of said Parcel 2; thence South $52^{\circ}16'59''$ East, 46.40 feet; thence South $89^{\circ}24'00''$ East, 75.00 feet; thence South $00^{\circ}36'00''$ West, 572.00 feet; thence South $89^{\circ}24'00''$ East, 295.50 feet to the East line of said Parcel 2; thence North $00^{\circ}36'00''$ East along said

ZONING ORDINANCE NO. 15-22

PAGE 2

East line, 600.00 feet to the point of beginning.

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

SECTION 3. This ordinance shall not take effect until a public hearing is held 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.

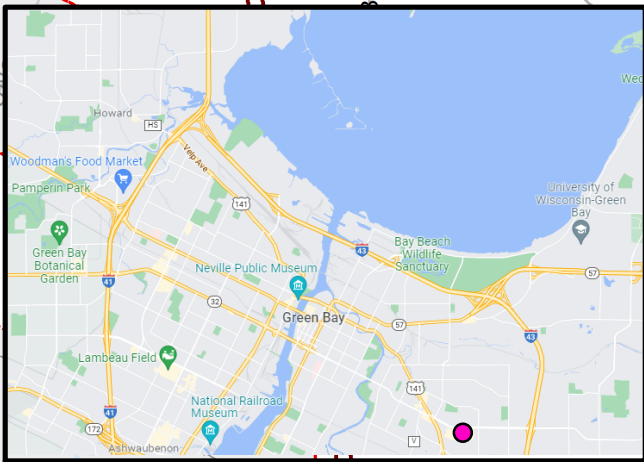
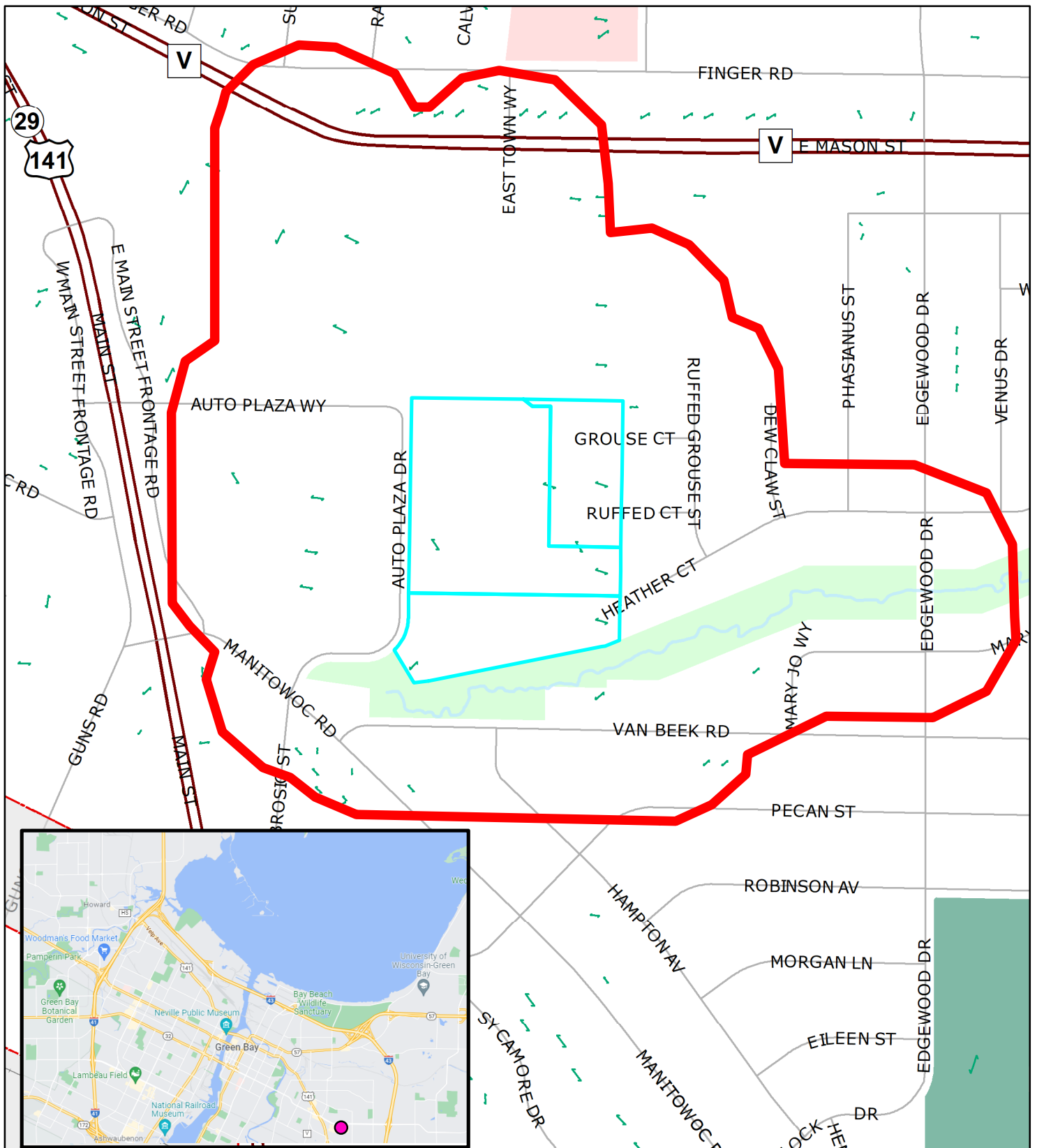
APPROVED:

Mayor

ATTEST:

Clerk

jel
Attachment – Map



(ZP 22-29) Zoning Petition Rezone 919 Auto Plaza Drive

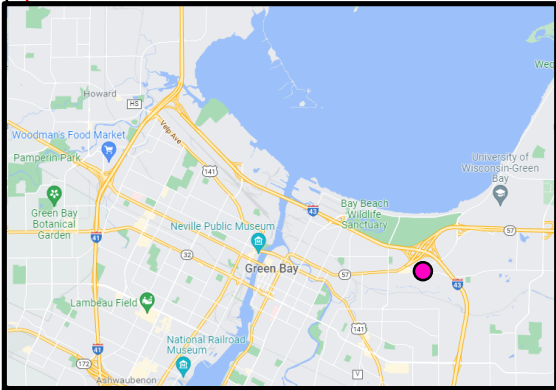
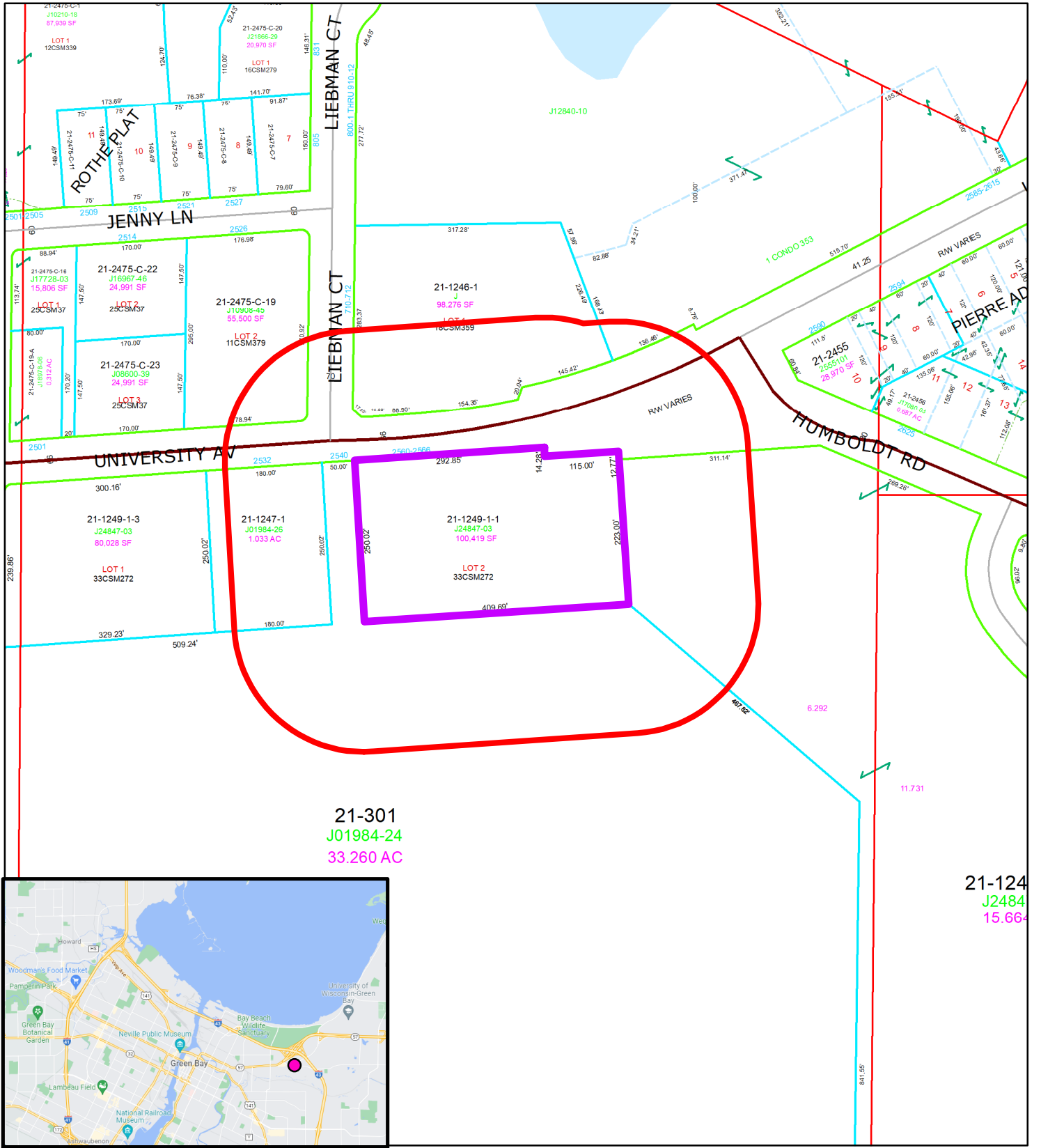
0 155 310 620 Feet

Parcel

Notification Area
400'

Parcel Number(s):
21-126-7-1
21-127-3
21-127-9

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. JL



(ZP 22-28) Zoning Petition Rezone 2560 University Ave Green Bay, WI, 54302

0 55 110 220 Feet

Parcel Number(s):
21-1249-1-1

-  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

ZONING ORDINANCE NO. XX-22

**AN ORDINANCE REZONING PROPERTIES LOCATED AT
2560 UNIVERSITY AVENUE
(ZP 22-28)**

September 20, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

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 Neighborhood Commercial (NC) District to General Commercial (C) District: that, pursuant to Zoning Petition 22-28 and the recommendation of the Plan Commission on September 12, 2022, the City of Green Bay does authorize a 2560 University Avenue from Neighborhood Commercial District (NC) to the General Commercial District (C1), submitted by Brad Rymer of Mau & Associates, petitioner on behalf of 30KFT LLC, property owner (Ald. C. Stevens, District 5).

DESCRIPTION: 2560 University Avenue
TAX PARCEL NUMBER: 21-1249-1

Lot 2, Volume 33, Certified Survey Maps, Page 272, Map Number 5146, Document Number 1492295, Brown County Records, said Map being part of Government Lot 2, Section 33 T24N-R21E, in the City of Green Bay, Brown County, Wisconsin.

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

SECTION 3. This ordinance shall not take effect until a public hearing is held 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.

Said rezone shall be granted subject to compliance with all regulations of the Green Bay Municipal Code.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

ms
Attachment – Map