



AGENDA OF THE COMMON COUNCIL

TUESDAY, MARCH 7, 2023, 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 instructions and information for the Zoom virtual meeting. It also contains a link to the comment form.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. February 7, 2023.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. Reappointments:

Ethics Board

William Vande Castle, 206 Seminole Lane, Green Bay, WI 54313

Term to expire: March 1, 2026

Redevelopment Authority

Kathy Hinkfuss, 525 Antelope Trail, Green Bay, WI 54313

Term to expire: March 1, 2028

J. Public Hearings.

1. Resolution regarding vacation of an unimproved public right-of-ways East of Crestwood Drive, South of West Mason Street.

K. Ordinances - Second Reading for Adoption.

1. General Ordinance 18-22 – An ordinance to repeal and recreate Chapter 2 Article IX relating to Ethics.

L. Committee of the Whole.

1. Litigation update regarding *Wisconsin State Senate et al. vs. The City of Green Bay*

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

2. Consideration with possible action on General Ordinance 06-23, an ordinance amending Section 2-108, Green Bay Municipal Code, relating to Powers of Alderpersons.

M. Report of the Park Committee. (March 1, 2023)

1. To direct staff to create a policy to remove all audio recording systems at City Hall, to amend any ordinances necessary to effectuate the policy and to destroy all audio recordings after the litigation matter has been resolved.
2. To approve the request by On Broadway Inc. to fundraise for improvements to Leicht Memorial Park and allow staff to work with On Broadway Inc. to set the naming rights donation options for the fundraising effort.
3. To approve the request by the Village of Ashwaubenon to construct a wildlife habitat restoration project at Cooke Park, the site of the National Railroad Museum.
4. To approve the request by the Mather Heights Neighborhood Association to install an art mural at Mather Heights Park.
5. To approve the request by the Green Bay School District to replace the running track and install discus and shotput areas at Edison Park.
6. To approve the request by Wisconsin Public Service for an Utility Easement at the proposed canoe/kayak launch on St. George Street.
7. To approve hiring John's Refrigeration LLC to supply and install a walk-in-freezer at the Wildlife Sanctuary for a total cost of \$27,825.
8. To approve renewing the annual weed control contract with N.E.W. Landscapes & Lawn Care through February 28, 2024.

9. To approve hiring SRF for a total cost of \$59,119 to create a masterplan and engineering construction documents for improvements to Farlin Park.
10. To approve hiring MVR (Martin & Vleminckx USA, LLC) to replace the Zippin Pippin Roller Coaster lift chain trough liner at Bay Beach Amusement Park for a total cost of \$27,055.
11. To approve hiring Carrico Aquatic Resources, Inc. to provide chemicals for the City's aquatic facilities for a total cost of \$42,500 for the 2023 pool season.

N. Report of the Improvement & Services Committee (February 15, 2023 and March 1, 2023).

1. To receive and place on file the request to rescind traffic citations in cases where assistance for elderly or disabled citizens sees an assist vehicle or car temporarily parked in a "No Parking" zone. (Ald. Steuer) (February 15, 2023)
2. To approve the request by Department of Public Works to award Bridge and Structure Inspection Services for 2023 & 2024 for consultant inspection services to Ayres Associates in the amount of \$47,372. (February 15, 2023)
3. To approve the request by Department of Public Works to award a contract for miscellaneous Architecture and Engineering Services to Berners Schober Associates, Inc. for 2023 & 2024. (February 15, 2023)
4. To approve and accept a Storm Sewer Easement from GP Consumer Products, LP to relocate the existing storm sewer within the vacated State Street and vacated Motor Street. (February 15, 2023)
5. To approve the 2022 Annual Wisconsin Department of Natural Resources (WDNR) Storm Water Report and authorize the Director to submit the report to WDNR. (February 15, 2023)
6. To approve the request by UW Extension – Brown County to construct and operate a community garden on a portion of Parcel 8-27 (1500 block of Main Street). (February 15, 2023)
7. To approve and accept the additional rights-of-way required for the reconstruction of S. Maple Avenue from Eighth Street to the north terminus.

<u>Part of tax parcel number</u>	<u>Interest Required</u>	<u>Owner's Name</u>	<u>Amount</u>
1-756	Fee	Steven M. Thoe	\$4,000

(February 15, 2023)

8. To approve the award of the contract RAMPS 1-23 PARKING RAMP REPAIRS to Restoration Systems, Inc. in the amount of \$492,350. (February 15, 2023)
9. To receive and place on file the actions taken by Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. RG Hendricks Concrete Construction
- b. Deleers Construction, Inc.
- c. IEI General Contractors, Inc.
- d. In The Countryside Concrete, LLC

2. Tree & Brush Trimmer

- a. Best Stump Grinding, LLC
- b. Wolfrath's Landscaping, LLC

3. Underground Sprinkler System

- a. The Sprinkler Company, Inc.
- b. Wolfrath's Landscaping, LLC

(February 15, 2023)

- 10. To receive and place on file the report of revenues and expenses for the Local Vehicle Registration Fee (Wheel Tax) fund. (February 15, 2023)
- 11. (a) To amend the title from Asphalt Resurfacing to Asphalt Pavement.
- (b) To approve ordering the improvements and levying the assessments for asphalt pavement for S. Oakland Avenue, S. Van Buren Street, Finger Road, and School Place.

Public Hearing 6:00 p.m.

ASPHALT PAVEMENT

S. OAKLAND AVENUE - Howard Street to 225' South of School Place
 S VAN BUREN STREET - East Mason Street to Stuart Street
 FINGER ROAD - Superior Road to Challenger Drive
 SCHOOL PLACE - Oak Street to 13th Avenue

(February 15, 2023)

- 12. To approve City staff to install a field drain, at City's sole cost, at the lowest point on City Parcel 22-1949-A based on a request by Alder Grant on behalf of Steven and Sheryll Lensinger, 2828 Sussex Road. (March 1, 2023)
- 13. To approve the request by Downtown Green Bay Inc. to enter into an agreement for installation of ash butlers within the street right-of-way and attachment to City-owned poles. (March 1, 2023)
- 14. To approve the request by Department of Public Works to approve Amendment No.1 to the Professional Services Agreement for Country Club Road Reconstruction Design Services with Ayres Associates in the amount of \$26,228.00 and authorize the Director to execute the agreement. (March 1, 2023)

15. To approve the request by Department of Public Works to award the following contracts at a staff level and report the award at the next Improvement and Services Committee meeting:

- a. BRIDGE 1-23 (BRIDGE MAINTENANCE AND CONCRETE REPAIRS)
- b. RESURFACING 1-23 (INCLUDING SEWER AND WATER)
- c. RESURFACING 2-23 (INCLUDING SEWER AND WATER)
- d. RESURFACING 3-23 (INCLUDING SEWER AND WATER)

(March 1, 2023)

16. To approve the award of the following contracts:

- a. PARKS 2-23 PERKINS PARK BALLFIELD RENOVATIONS to Peters Concrete Co. in the amount of \$320,952.29
- b. PARKS 3-23 FISK PARK TENNIS COURT RESURFACING to Pro Track and Tennis, Inc. in the amount of \$108,157.00
- c. SIDEWALKS 2023 to Al Dix Concrete, Inc. in the amount of \$1,126,525.00

(March 1, 2023)

17. To receive and place on file the award of contract PARKS 1-23 EAST RIVER TRAIL AND CANOE/KAYAK LAUNCH to Milbach Construction in the amount of \$591,439.90. (March 1, 2023)
18. To hold the list of Department of Public Works projects to be included in the 2023 City of Green Bay Capital Improvement Plan until the next regularly scheduled Improvement and Services Committee meeting. (March 1, 2023)
19. To receive and place on file the actions taken by Department of Public Works.

A. Granting of Licenses

1. Sidewalk Builder

- a. Scott R. Weidner Concrete Construction, LLC
- b. J&S Concrete Services, LLC

2. Tree & Brush Trimmer

- a. Baywood Services, LLC
- b. Castro's Tree Services
- c. Consciously Fresh Tree Service
- d. Ripley's Stump Grinding
- e. Treeo's Tree Service, Inc.

3. Underground Sprinkler System

- a. ADC Maintenance, LLC

(March 1, 2023)

20. (a) To approve ordering the improvements and levying the assessments for asphalt resurfacing for Brosig Street, Victoria Street, Heyrman Street, Nicolet Avenue, and George Street.

Public Hearing 6:00 p.m.

ASPHALT RESURFACING

Brosig Street – Manitowoc Road to Pecan Street
Victoria Street – Amy Street to East Mason Street
Heyrman Street – Cass Street to East Mason Street
Heyrman Street – East Mason Street to Kimball Street
Nicolet Avenue – West Mason Street to St. Paul Street
George Street – Cass Street to East Mason Street

(b) To hold until the next regularly scheduled Improvement and Services Committee meeting for the following:

ASPHALT PAVEMENT

S. Maple Avenue – Ninth Street to North Termini

(March 1, 2023)

O. Report of the Protection & Policy Committee (February 27, 2023).

1. To approve a request by Pearly Gates Venture LLC (Pearly Gates Bar & Grill) at 3551 Finger Rd. to temporarily extend their license premises to the east parking lot and to request a variance in the noise ordinance until midnight on July 8, 2023 in conjunction with the 18th Annual Outdoor Pearly Gates Veterans Charity Benefit.
2. To approve a request by Noble Roots Brewing Company at 2790 University to temporarily extend from April 1 to October 31 to the area west and north of their existing licensed area (Extends 15' to the north of existing patio, 65' to the west, 15' to the south then 60' to the southeast).
3. To approve General Ordinance 03-23, an ordinance repealing and recreating Chapter 4, Green Bay Municipal Code, relating to alcohol beverages.
4. To hold until the next Protection & Policy Committee meeting an appeal by Gregory and Jennifer Van Den Nelzen, 3486 Yorkshire Rd, regarding Building Inspector ORDER 22-1588-106, Case #132019, issued November 4, 2022.
5. To refer to staff to form a plan to bring stakeholders together on a process to move forward on the recommendations outlined in the Equal Rights Commission Housing Report.
6. Informational Only: The Liquor Violation Report.

7. Informational Only: The Clerk's Office Licensing Report.
8. Informational Only: Opioid Litigation Summary

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

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

Q. Report of the Plan Commission. (February 27, 2023)

1. To establish a Planned Unit Development at 216 S. Military Avenue to permit the development of multiple-family residential use.
2. To amend a Planned Unit Development at 216 S. Military Avenue to amend the boundaries of the PUD.
3. To approve the Downtown Green Bay, Inc. Business Improvement District's (BID) year-end reporting for 2022.
4. To approve the Military Avenue Business Improvement District's (BID) year-end reporting for 2022.
5. To approve the Olde Main Street Inc. Business Improvement District's (BID) year-end reporting for 2022.
6. To vacate utility easements on vacated Motor Street and vacated portion of State Street at 1919 S. Broadway (Parcel #s 1-1407 & 1-1415).
7. To amend the City's Comprehensive Plan for the portion of properties located at 815-821 S. Chestnut Avenue (2-178-A & 2-178) and 414-418 4th Street (2-177, 2-176 & 2-175) from Commercial land use to Medium Intensity Retail, Office & Housing.(Public Hearing held 02/27/2023)
8. To rezone properties at 815 - 821 S. Chestnut Avenue (Parcels 2-178-A & 2-178) and 414-418 4th Street (Parcels 2-177, 2-176 & 2-175) from General Commercial (C1) to Office Residential (OR).(Public Hearing held 02/27/2023)
9. To establish a Planned Unit Development at the 1100 Block of E. Walnut Street (Parcels 14-195, 14-196, 14-197, 14-198, 14-199, 14-200, 14-201 & 14-202) to permit a mixed-use office and multiple-family residential development subject to the following conditions:
 - a. Adoption of the draft PUD Ordinance;
 - b. Consolidation of the individual lots;
 - c. Pedestrian access from North Roosevelt Street to the buildings rear entrance be provided;
 - d. Building entrances on the East Walnut Street façade include a canopy or other roofing element over the doorway and some type of lighting with approval by the Department of Community Development. (Public Hearing held 02/27/2023)
10. To update Chapter 44-1075 Article XIII of the Green Bay Municipal Code, Floodplain Overlay District Ordinance, to add in revised text FEMA floodplain panels updated for May 2023. (Public Hearing held 02/27/2023)

R. Report of the Finance Committee (February 28, 2023).

1. To approve services to The National Institute of Criminal Justice Reform (NICJR) for gun violence reduction strategy for \$150,000.00.
2. To approve a new Lease Accounting Policy.
3. To receive and place on file a request by Ald. Brunette to the Finance Committee which states: "For discussion and disclosure on the possible legal expenses regarding the audio recording issue and pending lawsuit."
The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.
4. To approve the Second Amended 2023 City of Green Bay Fee Schedule.

S. Report of the Personnel Committee. (February 28, 2023)

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Civil Engineer - Department of Public Works
 - b. Administrative Clerk - Department of Public Works
 - c. Senior Animal Keeper - Parks, Recreation & Forestry
 - d. Master Plumber - Parks, Recreation & Forestry
2. To direct staff to proceed as discussed in closed session on the negotiation of the labor agreement between the City of Green Bay and Green Bay Professional Police Association.

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

3. To approve the request to consolidate the work schedules of the 1st and 2nd shift Public Works Mechanics.

T. Report of the Public Arts Commission (January 12, 2023 & February 22, 2023).

1. To approve the resolution to apply for a Vibrant Spaces grant (January 12, 2023).
2. To accept the NEA Grants for Arts Projects Grant for up to \$10,000 (January 12, 2023).
3. To approve the proposed Mather Heights Park mural designs (February 22, 2023).

U. Report of the Sustainability Commission. (February 8, 2023)

1. To receive and place on file an opportunity for USDA Composting & Food Waste Reduction cooperative agreements.

V. Informational.

1. Building Permit Report for February 2023.

W. Resolutions.

1. Resolution regarding vacation of an unimproved public right-of-way southern portions of East Shore Drive.
2. Preliminary resolution declaring intent to exercise special assessment powers under section 66.0703, Wisconsin Statutes.
3. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
4. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
5. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
6. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
7. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
8. Final resolution authorizing asphalt resurfacing improvements and levying special assessments against property.
9. Resolution to accept sidewalks and issue assessments - Part 1.
10. Resolution to accept 2021 sidewalks and issue assessments - Part 2.
11. Resolution approving the 2022 End of Year Financial Reports for the Military Avenue Business Association Business Improvement District.
12. Resolution approving the 2022 End of Year Financial Reports for Downtown Green Bay, Inc. Business Improvement District.
13. Resolution approving the 2022 End of Year Financial Reports for the Olde Main Street, Inc., Business Improvement District.
14. Resolution authorizing release of utility easement at 1919 S Broadway.
15. Resolution drawing final orders to contractors for March 7, 2023.
16. Resolution adopting second amended City of Green Bay fee schedule.
17. Resolution regarding vacation of an unimproved public right-of-ways East of Crestwood Drive, South of West Mason Street. (2nd reading for approval)
18. Resolution adopting the Memorandum of Understanding regarding the sale of water to the Village of Pulaski.

X. Ordinances - First Reading.

1. Zoning Ordinance No. 05-23
An Ordinance repealing Zoning Ordinance No. 14-21 and creating a planned unit development (PUD) overlay district for part of 216 South Military Avenue.
2. Zoning Ordinance No. 06-23
An ordinance creating a planned unit development (PUD) overlay district for part of 216 South Military Avenue (ZP 22-31).
3. Zoning Ordinance No. 03-23
An Ordinance creating a planned unit development (PUD) overlay district for property on the 1100 Block of East Walnut Street.
4. General Ordinance 03-23
An ordinance repealing and recreating Chapter 4, Green Bay Municipal Code, relating to alcohol beverages.
5. General Ordinance 05-23
An ordinance creating a floodplain overlay district, subject to Department of Natural Resources required revisions.
6. General Ordinance 06-23
An ordinance amending Section 2-108, Green Bay Municipal Code, relating to Powers of Alderpersons.

Y. Referral of Petitions & Communications.

Z. 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



2023-03-07 Common Council

Zoom Meeting Information

Topic: 2023-03-07 Zoom Council
Time: Mar 7, 2023 06:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/83947560721>

Meeting ID: 839 4756 0721
Passcode: 603695
One tap mobile
+19292056099,,83947560721#,,,,*603695# US (New York)
+13017158592,,83947560721#,,,,*603695# US (Washington DC)

Dial by your location
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 931 3860 US
+1 689 278 1000 US
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)

Meeting ID: 839 4756 0721
Passcode: 603695
Find your local number: <https://us02web.zoom.us/j/83947560721>

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. Online comments will be accepted until 4:30 pm on Council day.

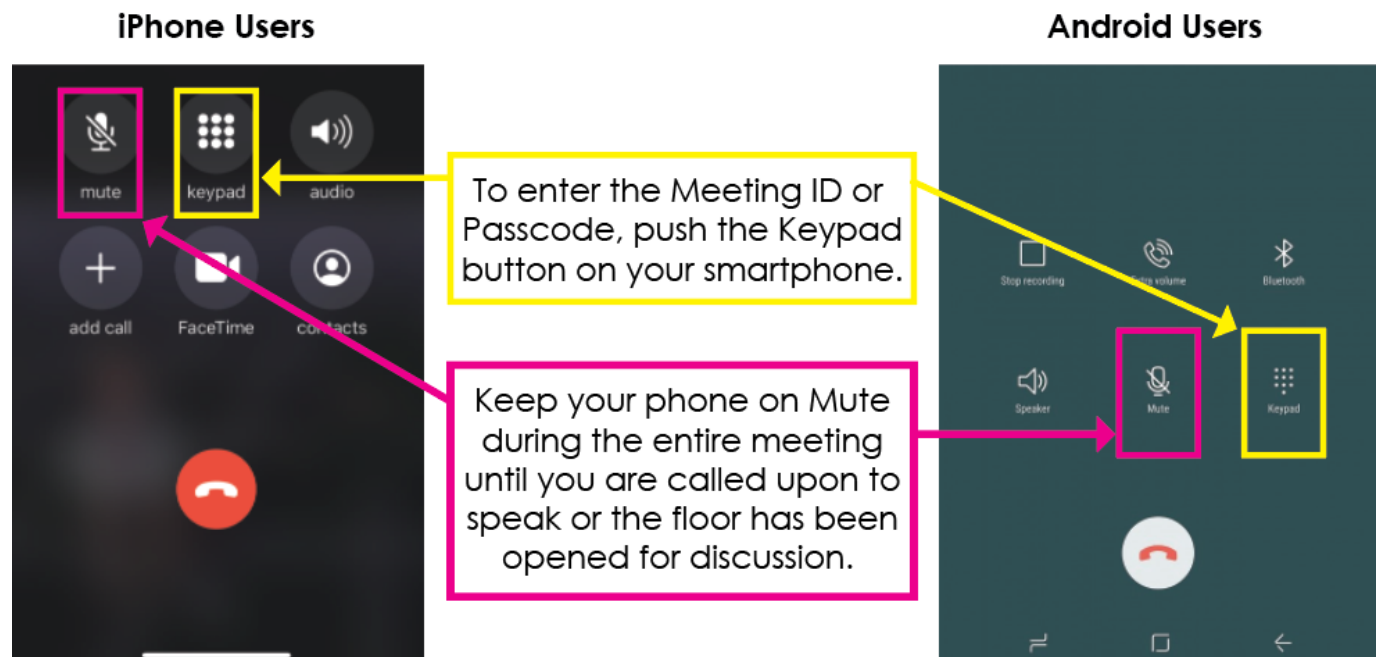
Additional Information

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-WAYS
EAST OF CRESTWOOD DRIVE, SOUTH OF WEST MASON STREET
(SV 22-02)**

March 7, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of an unimproved Rona Lane and Unnamed Street; 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, with the condition that the City will retain easement rights for the existing Storm and Sanitary Sewer within the Unnamed Street area; and

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that the unimproved right-of-way for Rona Lane and Unnamed Street 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 March 7, 2023 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 _____

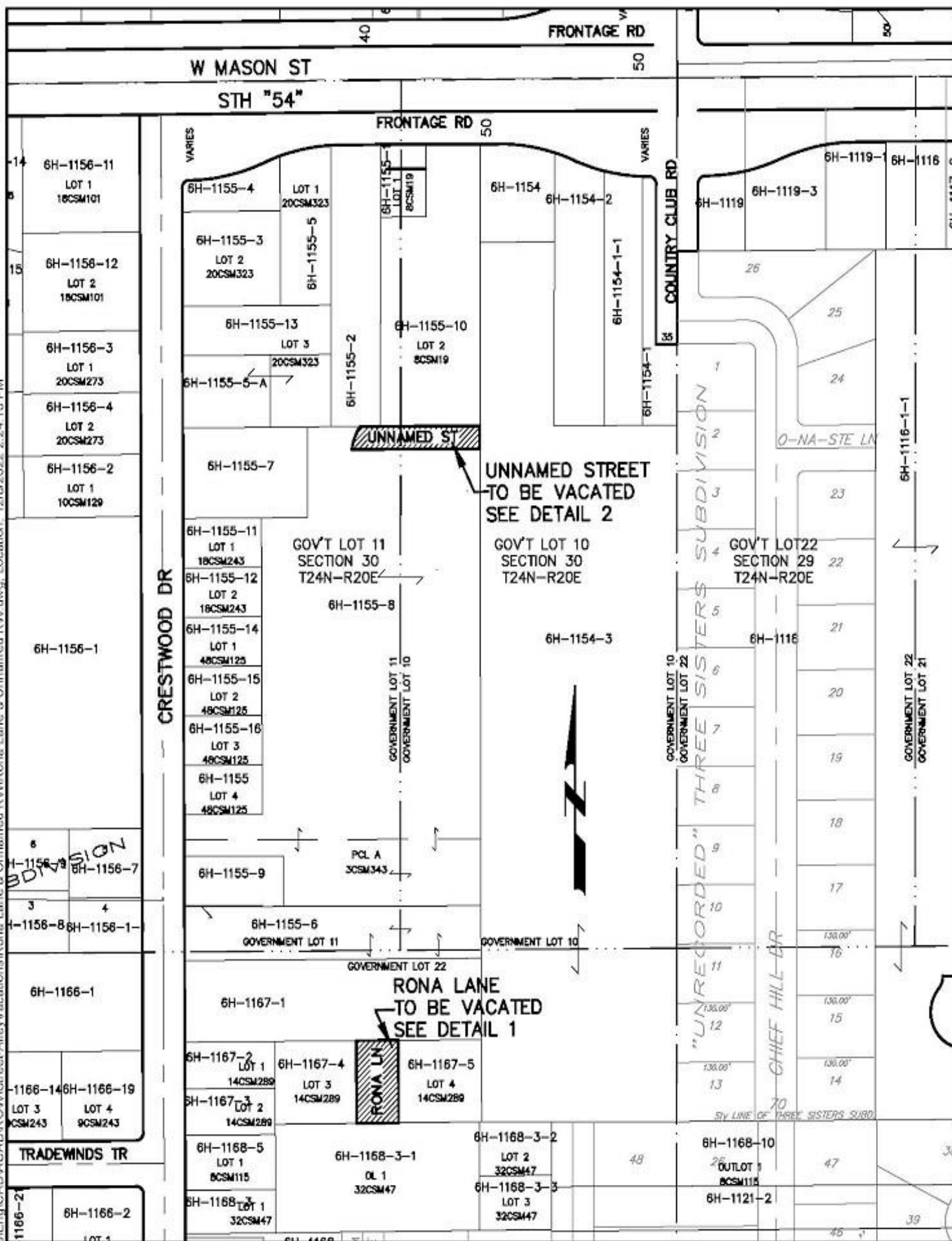
Approved _____

Mayor

Clerk

Attachments (legal description and exhibit)

I:\testData\PubWorks\Eng\CAD\Browns\Street-Alley\Vacations\Rona Lane & Unnamed RW\Browns Lane & Unnamed RW.dwg, Location: 12/8/2022 2:24:18 PM



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

RONA LANE AND UNNAMED STREET
UNIMPROVED RIGHTS-OF-WAY TO BE VACATED

DATE	12/8/2022
BY	JD
CHECKED	
DATE	

DESCRIPTION OF UNNAMED STREET TO BE VACATED

All of the parcel conveyed for street purposed recorded on July 9, 1986 in Jacket 10540, as Image 10, Document Number 1087383, being part of Government Lots 10 and 11, Section 30, Township 24 North, Range 20 East, City of Green Bay, Brown County Wisconsin, described as follows:

Beginning at the southeast corner of Lot 2, Brown County Certified Survey Map Number 1855 recorded in Volume 8 of Certified Survey Maps, Page 19 as Document Number 921027, (being part of Government Lots 10 and 11, Section 30, Township 24 North, Range 20 East);

thence S89°-38'-33"W, 165.13 feet, along the south line of said Lot 2, Certified Survey Map Number 1855, to the southwest corner of said Lot 2;

thence S89°-32'-31"W, 34.12 feet;

thence southwesterly along the arc of an 82.00 foot radius curve to the left, 37.93 feet, said curve having a chord which bears S21°-18'-33"W, 37.60 feet;

thence N89°-38'-33"E, 213.00 feet;

thence N00°-08'-19"W, 35.00 feet to the point of beginning.

Parcels affected being tax parcel numbers 6H-1155-8 6H-1155-10 and 6H-1155-2.

DESCRIPTION OF RONA LANE TO BE VACATED

All of the Rona Lane right-of-way as dedicated to the public in Brown County Certified Survey Map Number 2887 recorded in Volume 14 of Certified Survey Maps, Page 289 as Document Number 1046577, (being part of Government Lot 22, Section 30, Township 24 North, Range 20 East), City of Green Bay, Brown County Wisconsin, described as follows:

Beginning at the northeast corner of Lot 3, said Certified Survey Map Number 2887;

thence $N89^{\circ}-33'-57''E$, 70.00 feet to the northwest corner of Lot 4 said Certified Survey Map Number 2887;

thence $S00^{\circ}-12'-16''E$, 125.27 feet, to the southwest corner of said Lot 4, Certified Survey Map Number 2887;

thence $S89^{\circ}-20'-56''W$, 70.00 feet to the southeast corner of said Lot 3, Certified Survey Map Number 2887;

thence $N00^{\circ}-12'-16''E$, 125.54 feet, along the east line of said Lot 3, Certified Survey Map Number 2887, to the northeast corner of said Lot 3, and the point of beginning.

Parcels affected being tax parcel numbers 6H-1167-4, 6H-1167-5, 6H-1167-1 and 6H-1168-3-1.

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) On an annual basis on or before January 1, 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. It is not a defense that the information disclosed in violation of this section was subsequently released to the public or became 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, within 30 days of receipt, 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.* No Covered Person, while acting in an official capacity, shall solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, collection of petition signatures, etc.) from any City employee. City employees may, within their constitutional rights as private citizens, support political candidates, but all such activities must be done in a private, unofficial capacity.

Sec. 2-327. Disclosure of Interests.

(a) *Intent.* The disclosure of interests under this section is necessary to ascertain actual or potential conflicts, and the extent thereof, between private interests and official duties. Any percentages or amounts referenced in this section represent the threshold at which a private interest may result in a conflict with a Covered Official's duties.

(b) *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 state of Wisconsin 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 organization, either as an owner, part owner, member, partner, or silent partner, in which such individual owns more than two (2) percent of the outstanding equity or more than two (2) percent of any other ownership

interest that transacts 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. In the event of a conflict, the City Attorney may hire conflict counsel to represent 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. Such advisory opinions by the City Attorney are public records and disclosure of the same is subject to Wisconsin Open Records laws. 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

02/07/23

GENERAL ORDINANCE NO. 06-23

**AN ORDINANCE AMENDING SECTION 2-108,
GREEN BAY MUNICIPAL CODE,
RELATING TO POWERS OF ALDERPERSONS**

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

SECTION 1. Section 2-108, Green Bay Municipal Code, is hereby amended to read:

2-108. Alderpersons; powers.

Except as elsewhere in the statutes specifically provided, the Council shall have the management and control of the City property, finances, highways, navigable waters, and the public service, and shall have power to act for the government and good order of the City, for its commercial benefit, and for the health, safety, and welfare of the public, and may carry out its powers by license, regulation, suppression, borrowing of money, tax levy, appropriation, forfeiture, imprisonment, confiscation, and other necessary or convenient means. **The Council shall have authority over the use of audio recording technology in City Hall facilities.** The powers hereby conferred shall be in addition to all other grants and shall be limited only by express language.

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 _____, 2023.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

3/7/2023



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # M.2

To approve the request by On Broadway Inc. to fundraise for improvements to Leicht Memorial Park and allow staff to work with On Broadway Inc. to set the naming rights donation options for the fundraising effort.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. LeichtPark_Naming_Opps_v3

ENHANCING EXPERIENCES

Leicht Park Naming Opportunities

GIVING PARTICIPATION LEVELS

Gifts to Enhancing Experiences: Leicht Park campaign at the following levels are eligible for naming opportunities.

ASPEN | \$2 million

In recognition of a gift at this level, On Broadway seeks to add an organization's name to the park. For example, Leicht Park presented by (NAME). (One)

MAPLE | \$1 million

In recognition of a gift at this level, On Broadway seeks to name the park's stage. (One)

OAK | \$500,000

In recognition of a gift at this level, On Broadway seeks to name the park's main patio. (One)

ELM | \$250,000

In recognition of gifts at this level, On Broadway seeks to name the park's waterfront stairs. (One)

BIRCH | \$100,000

In recognition of gifts at this level, On Broadway seeks to name the park's pavilion, gardens, concessions building and upper terrace. (Four)

RED PINE | \$50,000

In recognition of gifts at this level, On Broadway seeks to name the park's great lawn. (One)

Naming opportunities are based on availability. Please indicate your interest on the pledge card and details will be confirmed with you by On Broadway.



On Broadway, Inc.
340 N. Broadway, Suite 165
Green Bay, WI 54303

(920) 437-2531
onbroadway.org



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # M.3

To approve the request by the Village of Ashwaubenon to construct a wildlife habitat restoration project at Cooke Park, the site of the National Railroad Museum.

BACKGROUND

RECOMMENDATION

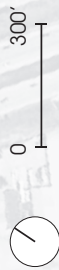
FISCAL IMPACT

ATTACHMENTS

1. DutchmansCreek_8.5x11
2. Railroad Museum Map 1

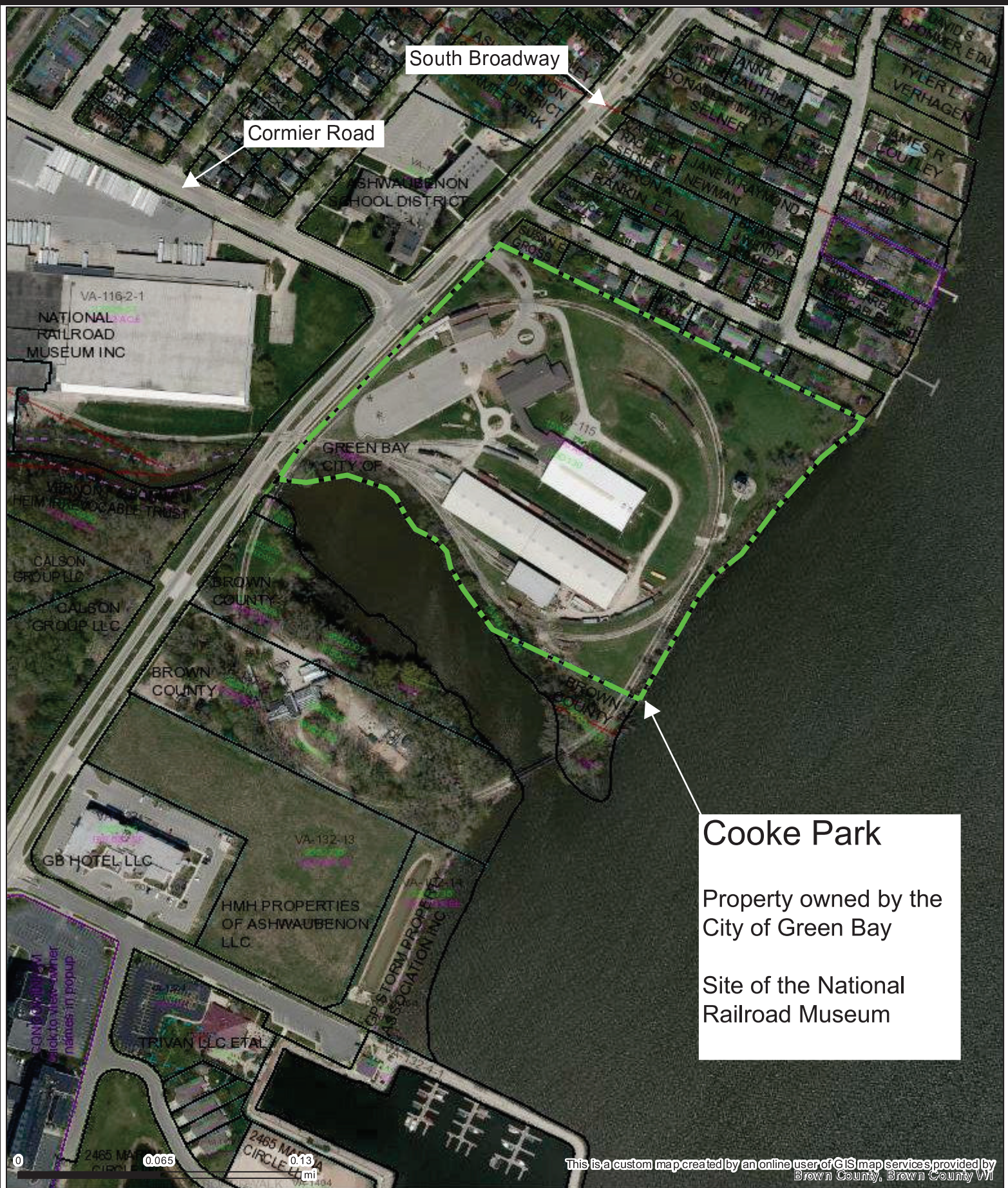
DUTCHMAN CREEK RESTORATION CONCEPT PLAN

FEBRUARY 2023



- PROJECT BOUNDARY
- RAILROAD TRACKS
- PROPOSED TRAIL
- PROPOSED EVENT SPACE
- PROPOSED FISH STICKS
- PROPOSED STEPPING STONES
- PROPOSED BOARDWALK
- PROPOSED POINT BARS
- EMERGENT SHORELINE EXTENSION
- BIOENGINEERED BANK STABILIZATION
- FOODPLAIN FOREST RESTORATION
- POLLINATOR HABITAT PRAIRIE
- MESIC FOREST RESTORATION





Part of Brown County WI

Map printed on 2/20/2023

1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level



Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

*hooks indicate parcel ownership crosses a line

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

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



(920) 448-6480

www.browncountywi.gov



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # M.4

To approve the request by the Mather Heights Neighborhood Association to install an art mural at Mather Heights Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Mather Heights Park - Arts Commission Approved Design
2. Mather Heights Park - Arts Approved Floral Mural Design

Mather Heights Park
Wading Pool Mural Project 2023
Mather Heights Neighborhood Association
1280 Richardson Street, Green Bay



Arts Approved Design:
Floral Inspired
4x8 Panel





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # M.5

To approve the request by the Green Bay School District to replace the running track and install discus and shotput areas at Edison Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Edison Track Map 1c
2. Edison Track Map 2



Part of Brown County WI

Map printed on 2/20/2023

1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate parcel ownership crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

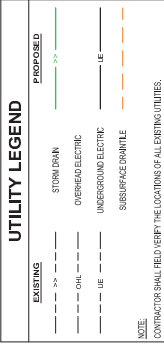
Vacated Right of Way

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



(920) 448-6480

www.browncountywi.gov



THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

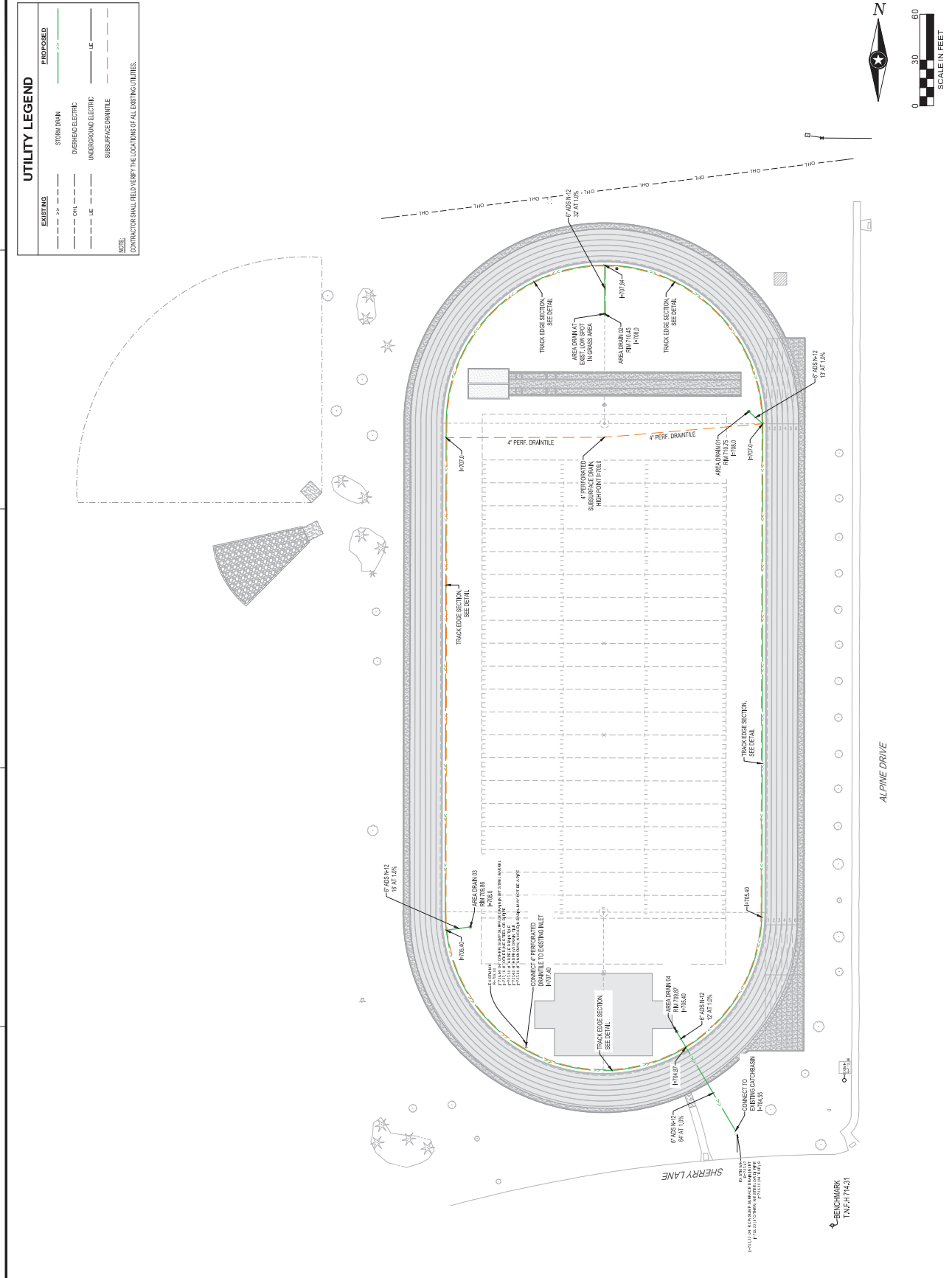
**GREEN BAY
PUBLIC SCHOOLS
EDISON MIDDLE
SCHOOL TRACK
IMPROVEMENTS**

[illegible]

PROJECT NO.	22-27870
FILE NAME	27870 EDISON-C23-UTILITY
DRAWN BY	TMK
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	---/---/---
CLIENT PROJECT NO.	---

TITLE

UTILITY PLAN

SHEET
C3-20E



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # M.6

To approve the request by Wisconsin Public Service for an Utility Easement at the proposed canoe/kayak launch on St. George Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. WPS Easement Map I
2. Easement_City of GB_LI 3305377_3332483



Part of Brown County WI

Map printed on 2/20/2023

1:1,800

1 inch = 150 feet*

1 inch = 0.0284 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level



Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

✓
"hooks" indicate
parcel ownership
crosses a line

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

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



(920) 448-6480

www.browncountywi.gov

3305377

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay, a Wisconsin Municipal Corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of **Lots 64 & 65** of the recorded plat of **Whitney's Addition to Navarino**, being part of Private Claim 2 East 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)

7-669

- 1. Purpose: ELECTRIC OVERHEAD** - The purpose of this easement is to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground which Grantee deems necessary to transmit electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary 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.
9. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Grantee shall reimburse the Grantor, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

This indemnity provision shall survive the termination or expiration of this Easement agreement.

[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 Wisconsin 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 Wisconsin Municipal Corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

My Commission expires:

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1467231	WMIS-3352483	3305377	INT11-467-231

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

****Temporary Exhibit ****
****Final Exhibit will be sent for approval at a later date****

12 FOOT WIDE EASEMENT

NORTH

0 0.0085 0.017 mi

This is a custom map created by an online user of GIS maps services provided by Brown County, Brown County WI



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # M.7

To approve hiring John's Refrigeration LLC to supply and install a walk-in-freezer at the Wildlife Sanctuary for a total cost of \$27,825.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bay Beach Sanctuary Freezer Proposal 021623-CG
2. Signed Sole Source Walk In Freezer BBWS 2-23



John's Refrigeration, LLC
838 Borvan Avenue
Green Bay, WI 54304
Phone: 920-494-9635 / Fax: 920-494-8588

Proposal

February 16, 2023

Bay Beach Wildlife Sanctuary
Job: Walk-in freezer replacement
Attention: Paul Leicht

Pricing breakdown for a replacement walk-in freezer and refrigeration is as follows:

- A. Crown Tonka walk-in freezer ----- \$13,280.00
- Freezer "L" shaped box 9'-11" x 7'-7" x 7'-6" with 4" floor
 - 4" foam rail wall & ceiling panels; cam-lock ceiling panels
 - 32" x 74" overlap door with strip curtain
 - Natural galvanized finish interior & exterior
 - (1) 4' vapor tight LED light fixtures (installed by EC)
 - Freight included
 - 12 week lead time
- B. New refrigeration units for W/I freezer ----- \$6,695.00
- (1) Russell RFO230L4SDANT outdoor condensing unit; R-448A; 208/3/60
 - additional 4-year extended compressor warranty
 - (1) Russell RF6E066DDARE evaporator; R-448A; electric defrost; EC fan motors; 208/1/60
 - Freight included
- C. Installation to include, labor and materials ----- \$7,850.00
- Demo & dispose of existing freezer and refrigeration units
 - Receive & set new walk-in freezer box
 - Receive & set freezer refrigeration units; condensing unit located on roof above walk-in
 - Complete refrigeration hook up to new units
 - Run condensate drain for walk-in evaporator
 - Materials including piping, insulation, & R-448A refrigerant
 - Complete start up and check out procedure
 - 90-day workmanship warranty

Price Does Not Include:

- Sales tax
- Electrical
- Plumbing
- Construction
- Any other work not specified on this proposal

Acceptance of Proposal

Total Proposed Price: \$ 27,825.00

The above prices, specifications, and conditions are satisfactory and are hereby accepted. John's Refrigeration is authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Payment terms: full payment due upon completion.

Thank you for the opportunity to quote
the labor and materials as listed above.
Respectfully submitted,
JOHN'S REFRIGERATION, LLC

By: Craig Jenks

Due to fluctuations in copper, steel, and other commodities, this proposal is only valid for 30 days.

Prices for the equipment and installation are based on costs, conditions, and assumptions existing on the date of this proposal and are subject to change based on John's Refrigeration LLC's costs (including raw material) or other circumstances beyond John's Refrigeration LLC's reasonable control. Any change in price shall be based on an increase in the applicable commodities price index. If John's Refrigeration LLC is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom John's Refrigeration LLC is responsible, the time for performance shall be reasonably extended. By way of example, events that may entitle John's Refrigeration LLC to an extension of the time for completion of the work include acts or omissions of John's Refrigeration LLC, Owner or anyone under John's Refrigeration LLC or Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

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

TO : Purchasing Division/Administrative Services

DATE: 2/14/2023

FROM: BBWLS/PRF

REQUISITION #

List "No Substitute" item(s) here: (see attached quote/specs) WB Freezer

- Crown Tonka Walk-In Freezer ("L" shaped box 9'11" X 7'7" X 7'6" w/ 4" floor
- New Refrigeration Units for W/I Freezer - Russell Outdoor Condensing Unit & Evaporator

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ 29,355.38
- ☐ 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):

Onsite at the wildlife sanctuary we currently house 4 walk-in freezers for the storage of in-house supplies. All four units on-site currently installed are Crown Tonka and have been maintained/serviced by the supplier since install. To match the other walk-in freezers onsite, we would like to sole-source the Crown Tonka Freezer (as specified on the attached document) to allow for future maintenance on all equipment. Acct: 410600-xxxx-94227

Approvals:

Requestor: S. Lakatos-Supt. - *SL*

Date: 2-14-2023

Department Head: D. Ditscheit

Date: 2-14-2023

Purchasing Manager: *Theresa W...*

Date: 2-14-23



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # M.8

To approve renewing the annual weed control contract with N.E.W. Landscapes & Lawn Care through February 28, 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Renewal Letter 2023-2024 N.E.W



02/15/2023

Greg Binsfeld
N.E.W. Landscape & Lawn Care
1699 Golden Arrow Rd.
Suamico, WI 54173

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

Phone 920.448.3047
Fax 920.448.3050

This letter is to confirm a one-year extension option for the Weed Control Service agreement, which you are currently providing to the City of Green Bay Parks Department. The term of this extension is March of 2023 to February 28, 2024. This agreement is per your response for the extension for 2023. The City of Green Bay is prepared to accept a 3% increase for the 2023 season from the 2022 pricing.

We will revisit the pricing structure for years 2024, 2025 and 2026 and if acceptable, mutually agree upon the updated prices.

We are requesting a weekly progress report, sent via email every Friday to andy.krzewina@greenbaywi.gov

Data needed on report:

1. Weekly update of which parks are on the schedule to be sprayed for upcoming week.
2. Weekly update of which parks have been sprayed the previous week.

Your Certificate of Insurance must be supplied and meet all requirements per RFB #2021-06 and herewith in.

Once you respond this extension is contingent on Parks and Council members approval. We look forward to continuing working with your company.

Sincerely,

Signature: _____

Date:

Thomas J. Walenski
Procurement Manager
City of Green Bay

Signature: _____

Date:

Greg Binsfeld
N.E.W. Landscape & Lawn Care

Attachment

cc: Dan Ditscheit Signature:
Nina Robinette

Andy Krzewina

Insurance Requirements

Basic for Purchasing with Professional Liability

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self-insurance maintained by the City of Green Bay, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. PROFESSIONAL LIABILITY (Errors and Omissions)

- A. Minimum Limits
 - (a) \$1,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- B. Must continue coverage for 3 years after final payment for service/job

2. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

3. BUSINESS AUTOMOBILE COVERAGE

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

4. CONTRACTORS POLLUTION LIABILITY (Occurrence Basis)

- A. Limit of Liability: \$1,000,000
- B. Form must include coverage for natural resources damage
- C. Minimum Must include waiver of subrogation endorsement in favor of the City
- D. Coverage must include transportation (including watercraft) and loading and unloading.

5. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
\$100,000 Each Accident; \$500,000 Disease Policy Limit; \$100,000 Disease - Each Employee

6. ADDITIONAL PROVISIONS

- * **Additional Insured** – On the General Liability Coverage, the City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."
- * **Endorsement** -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
- * **Certificates of Insurance** - A copy of the Certificate of Insurance must be on file with the Risk Management.
- * **Notice** - City of Green Bay requires written notice of cancellation.
- * **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # M.9

To approve hiring SRF for a total cost of \$59,119 to create a masterplan and engineering construction documents for improvements to Farlin Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Farlin Park_Evaluation_2-28-23

Request for Proposals - Consultant Selection

Farlin Park Master Plan and Engineering Services

Rater:	Consultant 1 Ayres	Consultant 2 Mead & Hunt	Consultant 3 Robert E. Lee	Consultant 4 SRF
Rater #1	60	29	50	60
Rater #2	70	60	58	62
Rater #3	70	63	63	73
Rater #4	65	52	55	65
Total Points	265	204	226	260
Total Fee	\$78,000	\$79,500	\$54,850	\$59,119

**** Score is based on 300 Total Possible Points



Recommended Consultant

Although Consultant 1 received a few more points than Consultant 4, it was clear in the review process that the two top scoring consultants were both highly qualified. The reviewing team could not decide which of the two top scoring firms submitted the best proposal. The final recommended selection between the two highest scores came down to cost.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # M.10

To approve hiring MVR (Martin & Vleminckx USA, LLC) to replace the Zippin Pippin Roller Coaster lift chain trough liner at Bay Beach Amusement Park for a total cost of \$27,055.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bay Beach liner replacement 2023 01-17-2023 Revised
2. Zippin Pippin chain trough liner replacement Single Source Signed Form 2-7-23

PROJECT PROPOSAL # MVUSLLC- BB-4- 2023

February 27, 2023



LIFT CHAIN TROUGH LINER REPLACEMENT LABOR PROJECT PROPSAL

Submitted to:

Peter Smet
Bay Beach Amusement Park

BY:

Matthew Robbins

PROJECT MANAGER

MARTIN & VLEMINCKX USA, LLC

31096 US HIGHWAY 27

HAINES CITY, FL 33844, USA

GOALS & OBJECTIVES

- To provide experienced manpower and supervision to replace chain trough liner on lift hill and return.

SCOPE OF WORK

- Remove and replace all chain trough liners on lift hill and return.
- Install all new chain trough liners and hardware.
- Test run chain and confirm proper installation.
- Provide project completion report.

MARTIN & VLEMINCKX WILL SUPPLY

- Two experienced wood coaster specialists and one working project manager.
- Employee transport, lodging, per diem and PPE.
- 85' articulating manlift.
- Any necessary modifications outside of the scope of work will be charged to the customer at a time and material rate after approval by the customer.
- Commercial General Liability Insurance in the amount of \$5,000,000.
- Workers Compensation in the amount of \$1,000,000.

BAY BEACH WILL SUPPLY

- Material handling equipment as needed including crane, rigging, and any specialized lifting or pulling equipment and tools.
- Heated office for MVR employees with refrigerator and microwave.
- Access for our crew to restroom facilities.
- New chain trough liners and all new hardware.
- Builders Risk assurance for all rides components and equipment.
- All construction permits as necessary.
- Any taxes or fees; sales tax of any kind, local, VAT, provincial, federal, or foreign tax, duty taxes or fees; uses taxes or fees; personal property taxes and/or real estate property taxes; taxes of any kind all of which are the sole and exclusive obligation of the customer.

TIMETABLE

Start Date	Description of Work	Time Required
	Replace supplied chain trough liner and hardware.	5 days plus one travel day

PRICING

\$27,055.00 USD

PAYMENT SCHEDULE

50 % due at proposal acceptance.

50 % due upon completion.

2/27/2023

Bay Beach

2

NEXT STEPS

- Proposal acceptance.
- Contract acceptance.
- 50% down payment.
- Start project.
- Project completion report acceptance.
- 50% Final payment

CONCLUSION

We hope that this proposal meets with your approval. If you wish to discuss any questions or want clarification of any of the points herein, please contact us by email at m.robbsins@martin-vleminckx.com

Once approved we will prepare a formal contract for signature.

We thank you for considering this proposal and look forward to our continuing working relationship between the team at Bay Beach Amusement Park and Martin & Vleminckx.



Matthew Robbins

Project Manager

Martin & Vleminckx USA, LLC

PROPOSAL ACCEPTANCE

Proposal Accepted by:

Signature :

Date: (Format dd/mm/yyyy)_____

Full name and title in print

Company Name & Stamp: _____

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

TO : Purchasing Division/Administrative Services

DATE: 01/30/2023

FROM: Department/Division Bay Beach Amusement Park

REQUISITION #

List "No Substitute" Item(s) here:

Labor and materials for Zippin Pippin lift chain trough liner replacement

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ 34,844.00
☐ 2) Annual Commodity purchase: Estimated annual cost: \$
☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$
Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

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

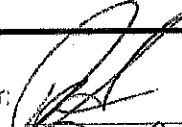
*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

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

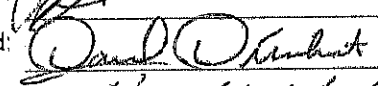
PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

The plastic lift chain liner that is currently in place on the Zippin Pippin track has reached the end of its life and is worn through to the metal lift chain trough in spots. The worn liner is a potential spot for mechanical failure and is in need of replacement. The replacement liner must be sourced from the manufacturer of the ride. Martin & Vleminckx, the manufacturer of the Zippin Pippin track, has engineered an updated plastic liner that is specifically made for the chain that we currently use. Martin & Vleminckx being the track manufacturer would also be the most qualified to perform the repair up to their engineering and safety standards. Historically ride repairs of this magnitude at Bay Beach have been performed by the manufacturer.

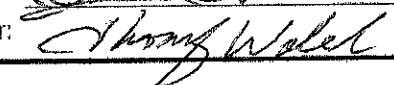
Approvals:

Requestor: 

Date: 1/31/2023

Department Head: 

Date: 1/31/23

Purchasing Manager: 

Date: 2/10/23



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # M.I I

To approve hiring Carrico Aquatic Resources, Inc. to provide chemicals for the City's aquatic facilities for a total cost of \$42,500 for the 2023 pool season.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. City of Green Bay SWM 2023
2. Carrico No Substitute Form



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

February 16, 2023

Mr. Andy Krzewina
City of Green Bay
100 North Jefferson Street, Room 510
Green Bay, Wisconsin 54301-5026

RE: Water Management Assistance Program Renewal

Dear Andy,

Thank you for giving Carrico Aquatic Resources, Inc. the opportunity to provide you with water management services for the the last 7 years and we look forward to doing so again in 2023.

As always, Carrico Aquatic Resources, Inc. utilizes expert knowledge from professional engineers, certified Aquatic operator instructors, chemical engineers, microbiologists and seasoned pool operators to solve pool and spa challenges and to ensure efficient operation in compliance with federal and state regulations.

Please review the enclosed information that outlines the terms of the water management program for your aquatic facility. To move forward, we will need the enclosed documents filled out and a purchase order number provided.

If you have any questions, please contact me at 800.832.7147.

Thank you,

Matt Carrico
President
Carrico Aquatic Resources, Inc.



OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT

This Operation and Maintenance Assistance Agreement (the "Agreement") dated as of February 16, 2023 is between the City of Green Bay (the "Owner"), whose address is 100 North Jefferson Street, Green Bay, Wisconsin 54301-5026 and Carrico Aquatic Resources, Inc. ("Carrico"), whose address is 720 N. Parkway, Jefferson, Wisconsin 53549

RECITALS

Whereas, Owner is the Owner of an aquatic facilities located at Colburn Pool 1025 South Fisk Street, Joannes Aquatic Center 1430 East Walnut Street, and Resch Aquatic Centre 1058 Reed Street all in Green Bay, Wisconsin 54301 (the "Facilities"); and

(Please note that Astor, Marquette, and Mather are not included in this agreement.)

Whereas, Owner desired to engage Carrico to assist Owner to operate and maintain the Facilities and Carrico desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

Whereas, Owner is authorized by law to enter into this Agreement;

Now, therefore, in the consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ASSUMPTIONS

In our proposal we have assumed the following:

- Scope of services as outlined in the next section is the primary basis of Carrico's proposal.
- As contractor to Owner, Carrico will provide management assistance and consultation for Owner to achieve optimum performance and to maintain related equipment for system integrity within budgeted resources.
- Carrico will interpret all meters and gauge readings as designated by code and provide Owner with recommendations and evaluation.
- Carrico in consultation with Owner, has the authority to close the Facilities to swimmers should unsafe conditions exist and keep Facilities closed until corrective actions have been successful.
- Carrico believes in continuing education of its employees, which translates into Owner receiving the advantages of the latest proven technology programs to provide the safest pools, to reduce liability and increase life expectancy of equipment and structure.

- Carrico does not formulate policy nor assume any ownership of the system, unless other wise stated. The Owner is responsible for all capital outlay items unless otherwise stated.
- Terms of this Agreement will be self-perpetuating unless either party, for whatever reason, wishes to terminate and follows the termination procedures set forth herein.

ARTICLE I: SCOPE OF SERVICES

Carrico agrees to provide the following equipment, chemicals and services:

- 1.1 All chemicals needed to maintain the pool per Wisconsin state code (please note: that this include the use of 50lb. buckets of Pulsar)
- 1.2 Bulk acid will be used for pH and alkalinity control during pool season
- 1.3 Muriatic acid will be used for start-up
- 1.4 Installation support and start-up
- 1.5 Operator Training
- 1.6 14 point water analysis every 4-6 weeks

ARTICLE II: OWNERS' RESPONSIBILITIES

- 2.1 Operate facilities according to State of Wisconsin's Department of Health Swimming Pool Code, in a safe and healthy manner, consistent with education and training provided by Carrico.
- 2.2 Designate in writing, the employees to be trained by Carrico. Designated individuals will be available for training on the agreed upon date and time. Additional training for individuals not in attendance or for new employees will be billed outside of this agreement, at the rate of \$125.00 per hour.
- 2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
- 2.4 Notifying Carrico minimum of 14 days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals F.O.B. from closest location.
- 2.5 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or for other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.
- 2.6 Owner assumes and shall bare the entire risk of loss, theft, damage, destruction, storage, handling and feeding of the equipment and chemicals provided from any cause whatsoever, except losses resulting from the defective design or manufacture of the equipment or chemicals and except losses from the time place and manner of the performance of maintenance that is Carrico's responsibility under this agreement. Owner shall at Owner's expense keep the equipment and chemicals insured against theft, damage, spills and/or destruction. Said insurance shall provide a provision naming Carrico as an additional insured for Carrico's interest in such equipment and chemicals.

ARTICLE III: CARRICO AQUATIC RESOURCES, INC. RESPONSIBILITIES

- 3.1 Provide chemicals and services as described in Article I.
- 3.2 Provide technical assistance in the installation of said equipment and provide operator training and manuals at time agreed upon by both parties.
- 3.3 Provide sanitizer and balancing chemicals needed to maintain the pool water chemistry within State of Wisconsin's Department of Public Health Guidelines.
- 3.4 Routine visits to the Facilities to check equipment and water chemistry.

ARTICLE IV: COMPENSATION

- 4.1 Owner's guaranteed yearly investment for chemicals, operator training, and monthly visits is forty-two thousand five hundred and no/100 dollars (\$42,500.00) for the 2023 pool season.
- 4.2 Owner shall pay Carrico ten thousand six hundred twenty-five and no/100 dollars (\$10,625.00) due on the first day of May, June, July and August for the 2023 pool season.

ARTICLE V: TERM

- 5.1 Terms of this Agreement are a guaranteed yearly investment. This is a one year minimum agreement and will be self-perpetuating unless either party for whatever reason, wishes to terminate.
- 5.2 This agreement time period is for the 2023 pool season.

ARTICLE VI: TERMINATION

- 6.1 Either party wishing to terminate agreement, must do so in writing no later than thirty days from the anniversary of the original signing of the agreement, of any given year.
- 6.2 Owner agrees to allow Carrico access to Facilities within thirty days of termination of agreement to remove Carrico's equipment and/or chemicals.
- 6.3 Owner may terminate this agreement without penalty if Carrico fails to:
 - Supply chemicals as outlined in this agreement in a timely manner;
 - Perform routine visits to named Facilities
 - Provide routine water analysis report.
- 6.4 All financial commitments by the City will be subject to the availability of funds approved by the Green Bay City Council.
- 6.5 If the Owner terminates this Agreement pursuant to Section 6.4, the Owner agrees to give one written notice to Carrico of Owner's reason for potential termination and agrees to allow Carrico three weeks to correct any deficiencies before giving a final written notice of termination without penalty for removal of equipment and/or chemicals.

ARTICLE VII: MISCELLANEOUS

- 7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof without the written approval of the Owner unless there is an emergency. If there is an emergency, Carrico shall provide the Owner with verbal notice of the capital replacement as soon as possible.
- 7.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing and signed by both parties.
- 7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by registered mail to Carrico, attention: President, and to Owner, attention _____, at the address set forth for each in the opening paragraph of this Agreement.
- 7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

- 7.5 Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 7.6 Service Calls that are the result of the Owner or the Owner's Operator created by neglect for routine housekeeping responsibilities are billable at a rate of \$125.00 per hour while on site. Routine housekeeping is defined as, but not limited to the following: maintaining correct water level, backwashing filter(s), keeping chemical feed equipment supplied with chemicals, performing daily preventive maintenance on chemical feed equipment, vacuuming pool, cleaning hair/lint basket(s), and skimmer baskets, removing oily buildup at waterline, daily testing of chemical levels and logging said results, as required by code, recording all gauge readings and cleaning sensors and restandardization of controller, adding of chemicals per Carrico directions.
- 7.7 All chemicals used will be only those approved by and preferably purchased from Carrico Aquatic Resources, Inc.
- 7.8 Service Calls resulting from equipment failure, not related to routine housekeeping as defined in 7.6, are the expenses of Carrico.
- 7.9 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.

ARTICLE VIII: AUTHORIZATION

- 8.1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date of _____, 20_____.

CARRICO AQUATIC RESOURCES, INC.

CITY OF GREEN BAY - OWNER

By: _____
Matt Carrico, President

By: _____
Owner

P.O. _____

Exhibit A

"Facilities" as referred to in this document consist of the following:

- 400,000 gallon main pool - Joannes
- 360,000 gallon main pool - Resch
- 580,000 gallon main pool - Colburn

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

TO : Purchasing Division/Administrative Services
FROM: Department/Division *Park, Rec, and Forestry*

DATE: *01/30/23*
REQUISITION #

List "No Substitute" Item(s) here:

Pool chemical contract

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$
☐ 2) Annual Commodity purchase: Estimated annual cost: \$ *42,500*
☐ 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):

Carrico Aquatics has been the City of Green Bay Park's Dept pool chemical and service supplier for a number of years. Carrico has been able to deliver pool chemical in a timely and efficient manner, even with the shortages of last summer. Carrico was able to procure chemicals to keep our facilities up and running. The Parks Dept currently has Pulsar and Bacs chemical feed system in all of our pool facilities. Carrico has supplied the chemical feed systems which over the years the Parks Dept has invested close to \$32,000.00. If we were to go with a different vendor we would need to change over all of our feed systems to that new vendor which would cost the city substantial amount of money. Carrico also has been a valuable resource for helping trouble shoot pool chemical equipment, pool cleaning equipment and unique situations that arise. Carrico is able to do this with the contacts they have made in the aquatic industry and share their knowledge with us. Representatives are also easily reached along with the owner of Carrico.

Approvals:

Requestor: *[Signature]*

Date: *1-30-2023*

Department Head: *[Signature]*

Date: *1-30-2023*

Purchasing Manager: *[Signature]*

Date: *1-30-2023*



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.I

To receive and place on file the request to rescind traffic citations in cases where assistance for elderly or disabled citizens sees an assist vehicle or car temporarily parked in a "No Parking" zone. (Ald. Steuer)
(February 15, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.3

To approve the request by Department of Public Works to award a contract for miscellaneous Architecture and Engineering Services to Berners Schober Associates, Inc. for 2023 & 2024. (February 15, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Jim I&S Attachment

October 21, 2022

Mr. Steven Grenier

City of Green Bay
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

RE: AIA Document B104-2017
Standard Form of Agreement
Between Owner and Architect

Dear Mr. Grenier:

Attached please find the AIA Document B104-2007 Standard Abbreviated Form of Agreement Between Owner and Architect, for Berners-Schober Associates, Inc. for signature. This Contract is the Prime Agreement between City of Green Bay and Berners-Schober Associates, Inc. (BSA) for projects between January 1, 2023, and December 31, 2024.

Please return a signed copy for our file.

If you have any questions, please feel free to contact me.

Sincerely,



Ian W. Griffiths RIBA, AIA, LEED AP BD+C
PRESIDENT / ARCHITECT

D 920.569.8660
igriffiths@bsagb.com

AIA® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of January in the year Two Thousand Twenty-Three
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

CITY OF GREEN BAY
100 North Jefferson Street
Green Bay, Wisconsin 54301

and the Architect:
(*Name, legal status, address and other information*)

BERNERS-SCHOBER ASSOCIATES, INC.
310 Pine Street
Green Bay, Wisconsin 54301

for the following Project:
(*Name, location and detailed description*)

This document is intended to serve as a Prime Agreement Governing Projects for which services is requested in writing by City of Green Bay and accepted by the Architect between January 1, 2023 and December 31, 2024. The work for all projects requiring architectural services shall be performed pursuant to a project specific executed Service Authorization Agreement (see Attachment A). The Service Authorization Agreement shall describe the architectural services to be provided and shall be executed by the Architect and City of Green Bay. The Service Authorization Agreement shall specify the terms of the specific project and reference this modified B104 document for incorporation.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

EASEMENT FOR STORM SEWER PURPOSES

It having been deemed necessary for the improvement, maintenance or protection of public or private property to occupy or use lands owned by [GEORGIA PACIFIC CONSUMER PRODUCTS, LP] ("Grantor") in the City of Green Bay, Brown County, Wisconsin.

KNOWN ALL BY THESE PRESENTS that the owner herein for and in consideration of the sum of Ten and no/100 dollars (\$10.00) paid to him the receipt of which is hereby acknowledged, the above named owner does convey unto the CITY OF GREEN BAY, A WISCONSIN MUNICIPAL CORPORATION (hereinafter "CITY"), a non-exclusive PERMANENT EASEMENT and right-of-way including the perpetual right to enter upon the real estate hereinafter described at any time that it may seem fit and construct, maintain and repair enclosed drainage structures for the purpose of conveying water across, through and under that portion of Grantor's lands more particularly described in EXHIBIT A, together with the right to excavate and refill ditches and/or trenches within such area described in EXHIBIT A for the location of said enclosed drainage structures and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said enclosed drainage structures over the lands described in EXHIBIT A.

Return this document to: City of Green Bay - Clerk 100 N. Jefferson Street Green Bay, WI 54301-5026
--

Tax parcel Numbers: Parts of 1-1407 and 1-1415

Subject to the terms of this agreement, it is expressly understood and agreed that during the construction of said enclosed drainage structures, materials may be temporarily placed beyond the limits of the lands as described in EXHIBIT A, provided that the location of such materials shall be subject to the prior written approval of Grantor, and said materials shall be removed immediately upon completion of construction and the land and improvements (including paving) shall be restored to the condition prior to construction.

After the construction of said enclosed drainage structures, the Grantor and its successors shall have and retain all rights to the use and occupation of said lands described in EXHIBIT A, provided that no structures shall be erected over said described lands.

Subject to the terms of this agreement, for the purpose of the construction, maintenance and repair of said enclosed drainage structures, the said CITY shall have the right to enter, pass over and use said premises and the lands adjacent thereto for the temporary transportation, laying down, and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work permitted hereunder, but shall do so with the least inconvenience practicable to the Grantor, provided that the location of such materials, tools and equipment and excavated materials shall be subject to the prior written approval of Grantor, and

further provided that in the event any damage is caused to the lands or improvements of Grantor, including paved areas and buildings and other structures and facilities erected thereon, by reason of the CITY entering thereon, said CITY shall promptly fully compensate said Grantor or successors thereof.

Notwithstanding anything to the contrary in this agreement, this agreement and the easement and other rights of the CITY created herein are made without warranty of title and subject to any and all easements, rights of way, interests and encumbrances of whatever kind or nature, which may be presently of record, affecting Grantor's property, including without limitation the lands described in EXHIBIT A.

Notwithstanding anything to the contrary in this agreement, in exercising its rights hereunder, the CITY shall not unreasonably interfere with or interrupt Grantor's use and enjoyment or operation of Grantor's Property or the rights and interests of any other parties therein, and in no event shall the CITY restrict any point of access to Grantor's property to Grantor or any of its agents, employees, or invitees.

This agreement is binding upon the heirs, successors and assigns of the parties hereto.

[Remainder of page intentionally left blank; signature page follows]

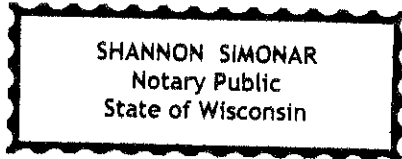
GEORGIA PACIFIC CONSUMER PRODUCTS, LP

x *John Nundahl*
John Nundahl VP-Operations
Print or type name and title above

x _____
Print or type name and title above

STATE OF Wisconsin)
) SS.
COUNTY OF Brown)

Personally, came before me this 16th day of January, 2023, the above named John Nundahl to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Shannon Simonar
Shannon Simonar
(Print or Type name of notary above)
Notary Public, Brown, WI
County State
My Commission Expires: 06/02/2026

This instrument drafted by:
Thomas H. Giese – R/W Specialist

Project: Storm Sewer Relocation east of Broadway and south of Liberty Street
Parcel Numbers: Part of 1-1407 and 1-1415

EXHIBIT A

DESCRIPTION OF STORM SEWER EASEMENT AREA

Grantor: GEORGIA PACIFIC CONSUMER PRODUCTS, LP

Grantee: CITY OF GREEN BAY, A WISCONSIN MUNICIPAL CORPORATION

That part of the vacated Motor Street right-of-way described in Jacket 24839, Image 15, as Brown County Document Number 1447268, and that part of the vacated State Street right-of-way described in Jacket 24839, Image 20, as Brown County Document Number 1447269, all located in Lots, 2, 3 and 4, according to the recorded Plat of C.L.A. Tank's Subdivision of Private Claim 12 and the North one-half of Private Claim 13, West Side of Fox River, City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at Brown County ID point 40Y/Z-14/15(1) on the south line of Private Claim Number 13, West Side of Fox River;

thence S64°-09'-06"E, 7898.70 feet along said south line of Private Claim Number 13, to Brown County ID point 30C/D-18/19 (1);

thence N38°-49'-16"E, 706.76 feet, to the point of beginning;

thence N53°-36'-50"W, 30.00 feet;

thence N36°-23'-10"E, 296.71 feet;

thence N36°-19'-52"E, 141.00 feet;

thence N26°-08'-52"W, 188.42 feet;

thence N07°-25'-38"E, 39.65 feet;

thence N66°-10'-34"W, 44.88 feet, to the east right-of-way line of Broadway;

thence N26°-10'-26"E, 30.02 feet, along said east right-of-way line of Broadway;

thence S66°-10'-34"E, 40.42 feet;

thence N25°-30'-10"E, 292.37 feet;

thence S64°-30'-19"E, 240.18 feet, to the west right-of-way line of said vacated State Street;

thence S36°-29'-34"W, 30.56 feet along said west right-of-way line of said vacated State Street;

thence N64°-30'-19"W, 204.35 feet;

thence S25°-30'-10"W, 274.91 feet;

thence S07°-25'-38"W, 39.06 feet;

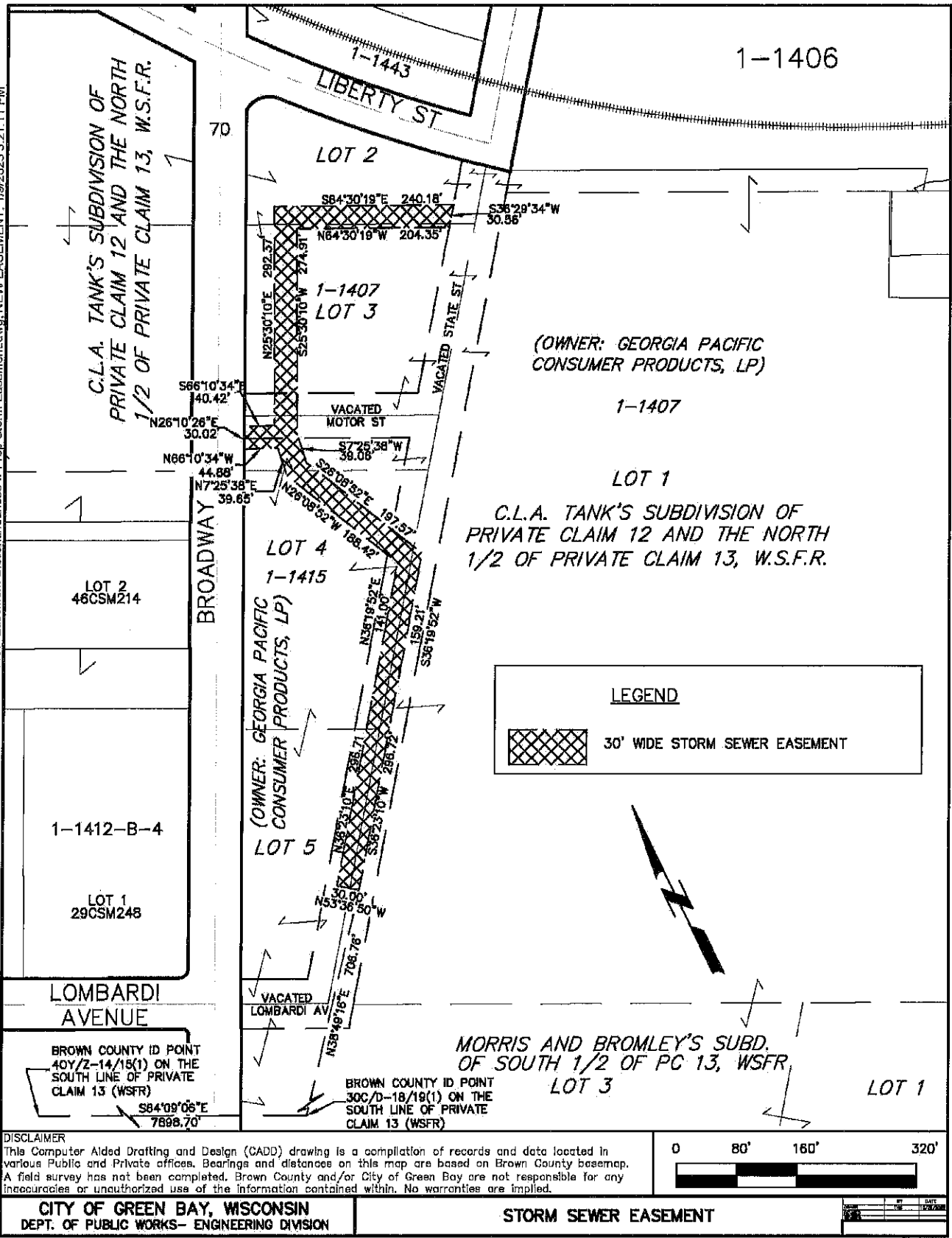
thence S26°-08'-52"E, 197.57 feet;

thence S36°-19'-52"W, 159.21 feet;

thence S36°-23'-10"W, 296.72 feet, to the point of beginning.

Being part of tax parcel numbers: 1-1407 and 1-1415.

I:\DepData\PubWorks\Eng\CADD\BROWNE\Easement\Discontinued In Vacated Motor & State Streets\GP Easement\Discontinuances w Prop Storm Easement.dwg, NEW EASEMENT, 1/9/2023 3:21:11 PM

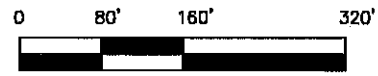


DISCLAIMER

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

STORM SEWER EASEMENT



DATE	1/9/2023
BY	
CHK	



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.5

To approve the 2022 Annual Wisconsin Department of Natural Resources (WDNR) Storm Water Report and authorize the Director to submit the report to WDNR. (February 15, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 01_2022 Storm Water Highlights



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

INTER-OFFICE
MEMO

TO: Steven Grenier, P.E. - Director of Public Works

FROM: Kelly O'Malley, EIT – Stormwater Engineering Technician

SUBJECT: 2022 Storm Water Program Highlights

DATE: February 8, 2023

C:

Comments:

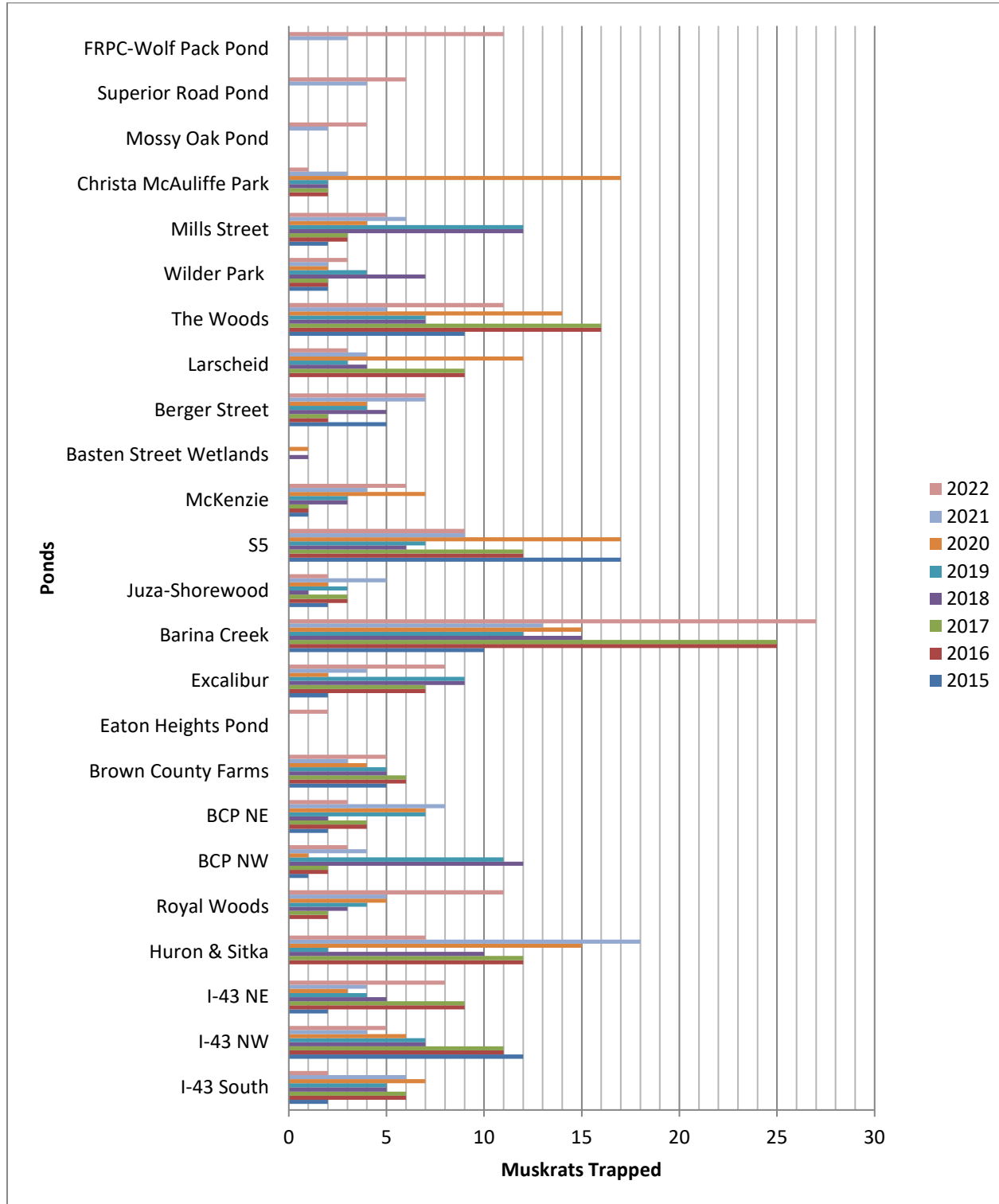
- The City of Green Bay has a total of 357 outfalls. “Outfalls” are the point at which storm water is discharged to waters of the state or to a storm sewer. The Stormwater Technician completed the thirteenth year of the On-Going Outfall Field Screening / Inspections of 91 of the scheduled major/minor outfalls. There were twelve positive hits of detergent detected during the screening cycle, eleven of which were beneath the action level of 0.5 mg/L, Three positive hits for chlorine were detected for which monitoring will continue in 2023. The MS4 Permit requires the City of Green Bay to continue implementing and enforcing the IDDE Ongoing Outfall Field Screening Annual Program, which includes programs and practices designed to reduce pollution. Continuing the “Public Education and Outreach” efforts will increase the public’s awareness of the BMPs (Best Management Practices), which reduce or eliminate discharge of pollutants to the Waters of the State.
- The storm water GIS maps were updated and the Ongoing Field Screening Program Report was completed for the year and can be found in the DPW-Engineering Office.
- The City completes inspections of all thirty-two (32) City-owned stormwater facilities (ponds, swales, etc.) to look for significant deficiencies such as plugged outfalls, excessive animal burrows within the pond berms, and whether there is any notable decrease in pond life expectancy. The water quality ponds are of such an age that to date we have not yet completed surveys of the sedimentation depositions and the need to remove excess sediment. The City performs garbage and debris clean up from around the facilities on an as needed basis and cuts some of the vegetation on an as needed basis.
- DPW-Operations completed another successful year of street sweeping and fall leaf collection. An estimated quantity of 5,500 tons was collected with twenty (20) street sweeping rotations and eleven (11) leaf collection rotations being completed, five (5) spring collections and six (6) fall collections.

- DPW-Operations completed the Greenway Outfall Maintenance Inspections for the Community Rating System from May 9 through October 12, 2022 for flood insurance rate assistance. These inspections ensure that the greenways which drain under roadways or into storm sewers are free of debris to help prevent backing up of runoff.
- Repaired Lift Station 110 at the Shipyard Redevelopment area, including construction of 10 helical piles, repairs to the existing lift station structure, and site restoration.
- The City contracted the services of a trapper to continue to reduce the muskrat population at twenty-four (24) of our wet storm water facilities during the 2022 winter season. One hundred fifty (150) muskrats had been trapped. The Suburban Wildlife Solutions trapping report is shown below.

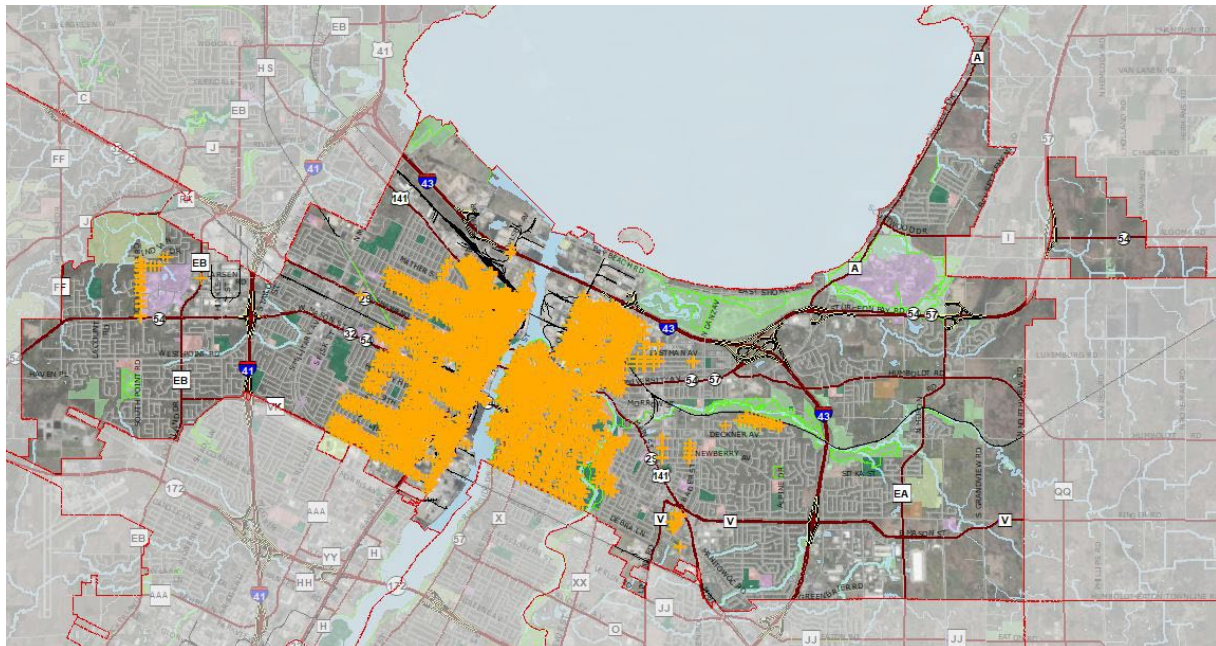
2022 Muskrat Removal Report City of Green Bay

No.	FID	Facility Name	Location	Muskats Removed	Notes
1	P01	143 South Pond	1000 Kepler Drive	2	Needs brush and pragmites cut
2	P02	143 NorthWest Pond	1000 Kepler Drive	5	Needs brush and trees around the pond cut
3	P03	143 NorthEast Pond	1000 Kepler Drive	8	
4	P07	Huron & Sitka Pond	3279 Sitka Street	7	
5	P08	Royal Woods Pond	102 Abigail Court	11	
6	P09	Baird Creek Preserves NE	3515 Peppergrass Court	3	
	P010	Baird Creek Preserves		1	
7	P011	Baird Creek Preserves NW	3425 Peppergrass Court	3	
8	P018	Brown County Farm Pond	3311 Lake Largo Drive	5	Could use phragmites, brush and trees cut around the pond.
9	P021	Excalibur Pond	2670-2672 Kathy Drive	8	
10	P022	Barina Creek	2935 Durham Road	27	
11	P023	Juza-Shorewood Heights Pond	2976 Sussex Road	2	
12	P024	S5 Pond 54 business center	4320 College Park Drive	9	Willows, brush, and phragmites pretty thick
13	P031	McKenzie Pond	209 McKenzie Lane	6	
14	P033	Basten Street Wetlands	2130 Basten Street	0	
15	P034	Berger Street Pond	1900 Morrow Street	7	
16	P035	Larscheid Pond	1211 Wolverine Court	3	
17	P036	The Woods	530 Erie Road	11	
18	P037	Wilder Park Pond	2590 Robinson Avenue	3	Phragmites and brush could be cut around the pond.
19	P039	Mills Street Pond	1700 Mills Street	5	
20	P042	Christa McAuliffe Park	3100 Sitka Street	1	
21	P038	Mossy Oak Pond	2970 Mossy Oak Circle	4	
22	P041	Superior Road Pond	2975 Sitka Street	6	
23	P043	FRPC-Wolf Pack Pond	2230 Angie Street	11	
24	P018	Blacksheep Pond	Black Sheep Way	2	
		Total Removed		150	

The chart below shows the trapping activity completed by Suburban Wildlife Solutions from 2015-2022.

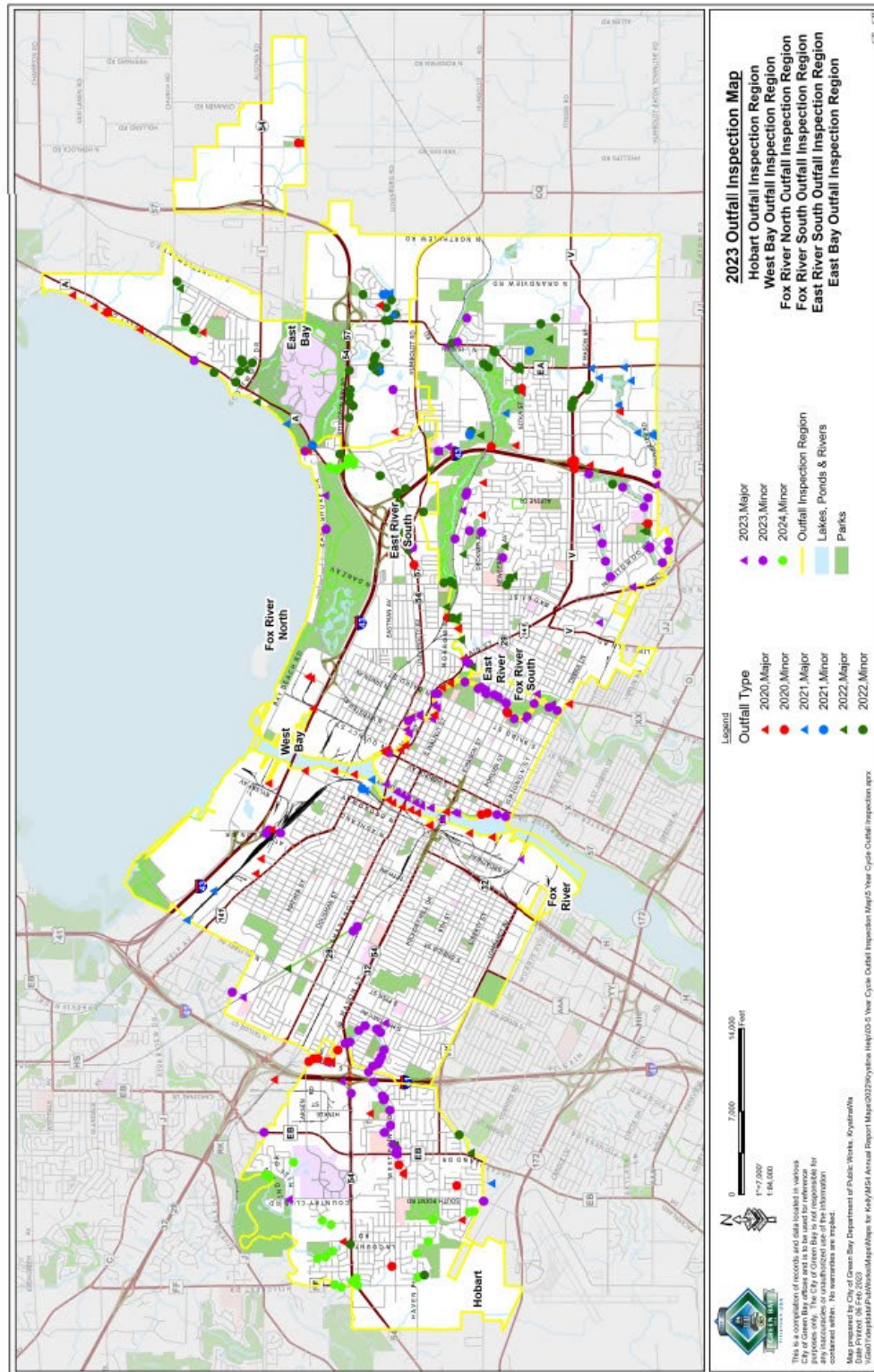


- City Staff participated in a two (2) day virtual conference presented by Fox-Wolf Watershed Alliance March 8-9, 2022 where various storm water management, green infrastructure, sustainability, permitting and legislative topics were discussed.
- Community education and outreach events were completed by the Stormwater Technician and Resiliency Coordinator. Events completed in 2022 include presentations to NWTC students, cleanup of the Beaver Dam Creek coordinated with the MacArthur Heights N.A., Aldo Leopold Weekend Conservation Fair booth, No Mow May, and several other Green Stormwater nfarastructure presentations completed by the Resiliency Coordinator.
- The Residential Rain Barrel Pilot program kicked off with overwhelming interest from City residents. Five hundred (500) rain barrels were procured by the City using ARPA funds and distributed to program participants by DPW Operations.
- The Green Infrastructure Code Audit project, which began in October 2019, was completed in 2022. The City's Resiliency Coordinator presented the proposed municipal code text amendments to I&S, Plan Commission, and the Brown County Homebuilders Association and the last of the municipal code text amendments was adopted on December 6, 2022.
- Operations cleaned 4,654 catch basins and inlets throughout the City in 2022. An estimated quantity of 253 tons of debris were collected.



 Storm Inlets / catch basins cleaned in 2022

5-Year Cycle Outfall Inspection Map





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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.6

To approve the request by UW Extension – Brown County to construct and operate a community garden on a portion of Parcel 8-27 (1500 block of Main Street). (February 15, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Community Garden2023-11x17L 30SC
2. Community Garden2023-11x17L 50SC

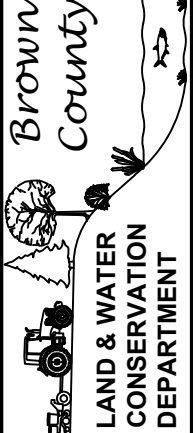


Date	_____
Designed	_____
Drawn	_____
Checked	_____
Approved	_____

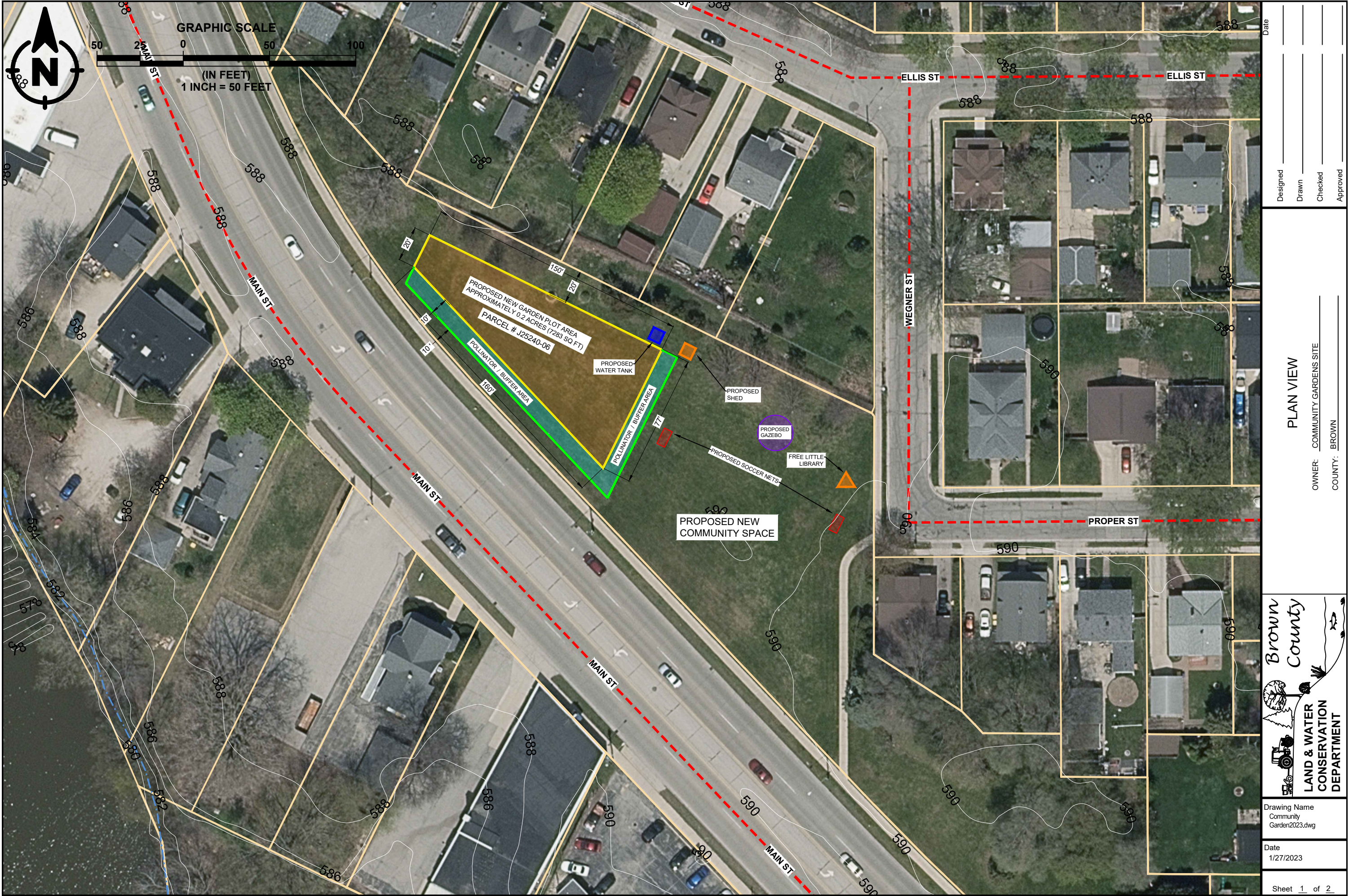
PLAN VIEW

OWNER: _____
COUNTY: BROWN

COMMUNITY GARDENS SITE



Drawing Name	Community Garden2023.dwg
Date	1/27/2023
Sheet	1 of 2



Date _____

Designed _____

Drawn _____

Checked _____

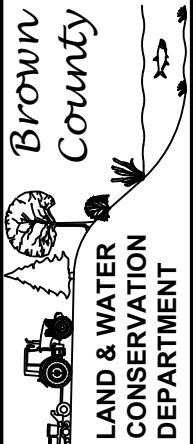
Approved _____

PLAN VIEW

OWNER: _____

COMMUNITY GARDENS SITE _____

COUNTY: BROWN



Drawing Name
Community
Garden2023.dwg

Date
1/27/2023

Sheet 1 of 2



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.7

To approve and accept the additional rights-of-way required for the reconstruction of S. Maple Avenue from Eighth Street to the north terminus.

<u>Part of tax parcel number</u>	<u>Interest Required</u>	<u>Owner's Name</u>	<u>Amount</u>
I-756	Fee	Steven M. Thoe	\$4,000

(February 15, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. tom i&s

WARRANTY DEED

Document No.

THIS INDENTURE, made by Steven M. Thoe, a single person grantor, conveys and warrants the property described below to THE CITY OF GREEN BAY, a Wisconsin Municipal Corporation, grantee, for the sum of Four Thousand and no/100 dollars (\$4,000.00).

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Legal Description

That part of Lot 1, Brown County Certified Survey Map Number 3181 as recorded in Volume 17 of Certified Survey Maps, Page 09, as Document Number 1097242, (being a triangular tract of land located in the Charles Lefebvre's Subdivision of part of Private Claims 5, 6, 7 and 8, West Side of Fox River), City of Green Bay, Brown County, Wisconsin described as follows:

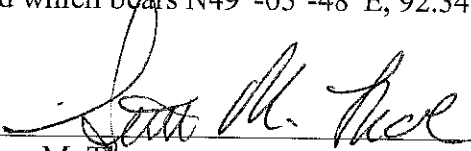
Beginning at the northeast corner of said Lot 1, Certified Survey Map Number 3181;
thence S26°-04'-54"W, 85.01 feet, along the east line of said Lot 1, (also being the west right-of-way line of S Maple Avenue);
thence N63°-55'-06"W, 36.05 feet, to the west line of said Lot 1, (also being the east right-of-way line of the Wisconsin Central LTD. Railroad;
thence northeasterly along the arc of a 2814.79 foot radius curve to the right, 128.40 feet, said curve having a chord which bears N49°-03'-48"E, 92.34 feet along said west line of Lot 1, to the point of beginning.

Return to:

City of Green Bay – Clerk
100 N. Jefferson Street
Green Bay, WI 54301-5026

Part of tax parcel number: 1-756

EXEMPT S.77.25(2r)


Steven M. Thoe

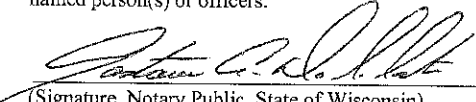
1-26-2023
(Date)

FLORIDA

State of ~~Wisconsin~~)

01/26/2023, Martin)SS.
County)

On the above date, this instrument was acknowledged before me by the named person(s) or officers.


(Signature, Notary Public, State of Wisconsin)

GUSTAVO A. DELA LASTERA
(Print or Type Name, Notary Public, State of Wisconsin)

02/06/2024
(Date Commission Expires)


Gustavo A. DelaLastera
Notary Public
State of Florida
My Commission Expires 02/06/2024
Commission No. GG 956202

THIS INSTRUMENT DRAFTED BY:
Thomas H. Giese – R/W Specialist

Project: S. Maple Avenue cul-de-sacPart of tax parcel number 1-756

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Owner Steven M. Thoe	Area and Interest Required 1556 Square Feet - Fee
-------------------------	--

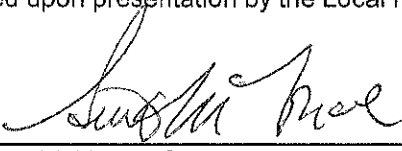
Allocation

Land	<u>1556</u>	Sq Ft	X	\$	<u>2.50</u>	/ Sq Ft	=	\$	<u>3,890.00</u>
		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Permanent Limited Easement		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Temporary Limited Easement		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Fencing		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Landscaping		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Improvements		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Other		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
								Total Damages	= \$ <u>3,890.00</u>
								Rounded To	= \$ <u>4,000.00</u>

The undersigned owner, having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X 
Steven M. Thoe - Owner _____ Date _____

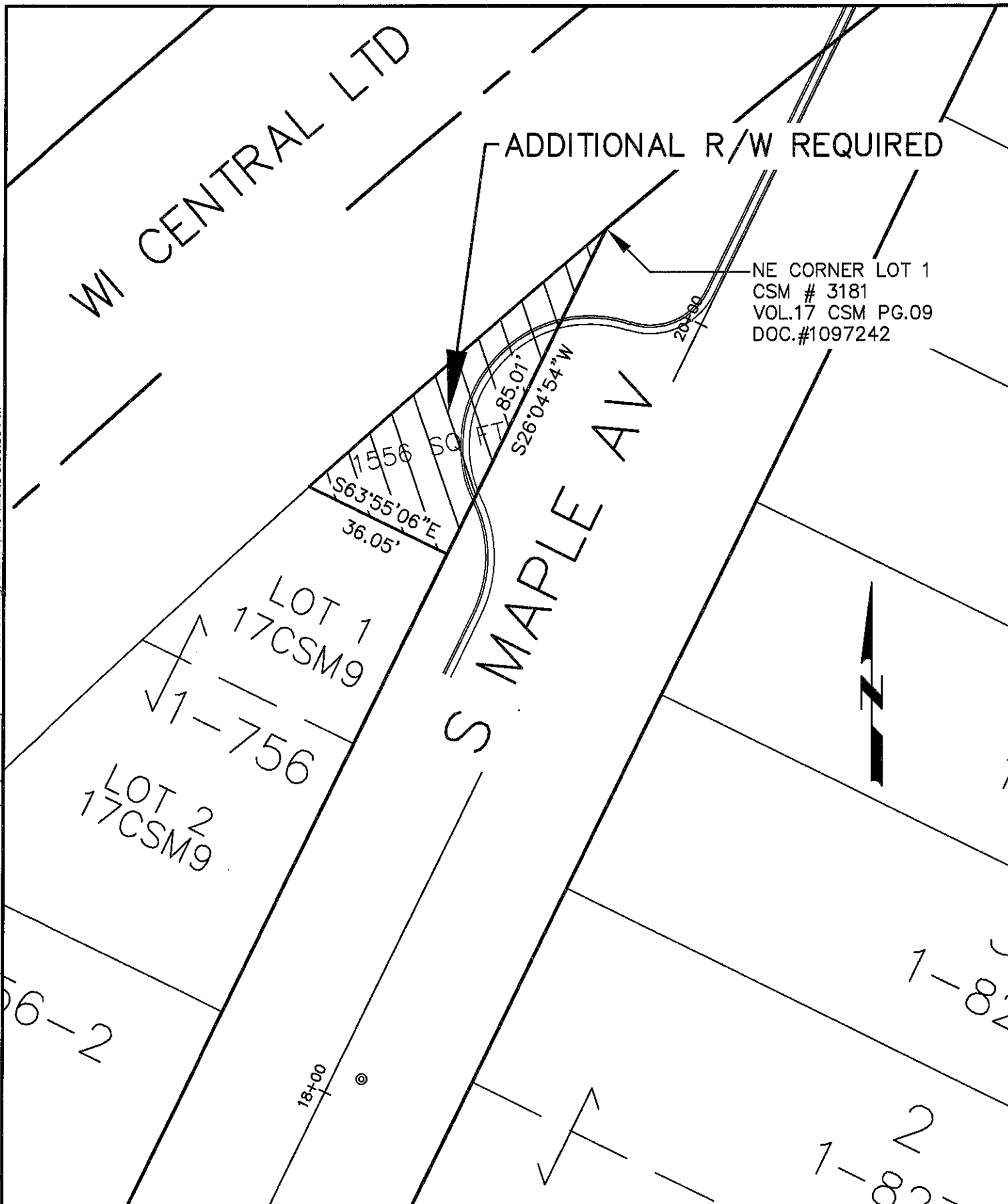
For Office Use Only

APPROVED FOR: CITY OF GREEN BAY

X  Jun 30, 2023
James M Brunette - Assistant Director of Public Works _____ Date _____

Project ID S Maple Avenue cul-de-sac	County Brown	Parcel No.: Part of 1-756
---	-----------------	------------------------------

I:\DeptData\Pub\Works\Eng\CAD\ACAD\ROW\Wdeeds\Maple Av - n-o 8th St\Thoe Property 1-756\Maple Av n-o 8th St.dwg, 8.5x11, 1/31/2023 3:50:38 PM



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

0 30' 60' 120'

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

R/W REQUIRED FOR S. MAPLE AVENUE CUL-DE-SAC

BY	DATE



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.8

To approve the award of the contract RAMPS I-23 PARKING RAMP REPAIRS to Restoration Systems, Inc. in the amount of \$492,350. (February 15, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. quest cdn bid results

RAMPS 1-23 PARKING RAMP REPAIRS

Quest Number: 8365844

Closing Date: Tue, 01/31/2023 02:00 PM CST

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:	Jeff Lambrecht
Email:	jeff.lambrecht@greenbaywi.gov
Phone:	920-609-4753
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Restoration Systems Inc.	Blake Dronen	952-368-0463	bdronen@restorationsystems.net	\$ 492,350.00		
Central Restoration, LLC	Ashley Sobotta	920-583-3733	sobotta1@centralrestoration.com	\$ 586,575.00		

ENGINEER'S REPORT

Public Hearing on February 15, 2023

In accordance with State Statute 66.0703, this public hearing is being held to levy assessments for proposed pavement improvements, which are included in the 2023 Capital Improvements Program.

All of the projects being considered tonight will be included in contracts administered by the City of Green Bay Department of Public Works-Engineering Division.

All of the proposed assessments are being levied in accordance with the City's Assessment Ordinance.

During construction, the contractor is required to provide access to businesses at all times and residences as much as practical. When a residential driveway is inaccessible, the property owners or tenants can receive permission from the City Police Department to park on adjoining streets. Problems during construction should be brought to the attention of the Department of Public Works-Engineering Division by calling 448-3100.

ASPHALT PAVEMENT

S. Oakland Avenue from Howard Street to 225' south of School Place is classified as a local road in a residential zoned area with a single commercial property. The existing asphalt is an urban road section in poor condition and is in need of reconstruction. S. Oakland Avenue will be reconstructed with asphalt pavement with curb and gutter over a gravel base and a typical clear width of 30 feet. The 2023 assessment rate for asphalt pavement reconstruction is \$56.90 per front foot for commercial zoned/use properties. The estimated cost of pavement construction is \$820,000. Sanitary sewer, storm sewer, and water main rehabilitation and construction will be performed prior to pavement reconstruction. The estimated cost of the sanitary sewer, storm sewer, and water main are \$552,000, \$1,989,500, and \$210,000 respectively.

No assessments will be levied for the sanitary sewer, storm sewer, and water main improvements.

Finger Road from Superior Road to Challenger Drive is classified as a local road in a residential zoned area with a few commercial properties. The existing asphalt is a rural road section in poor condition and is in need of reconstruction. Finger Road will be reconstructed with asphalt pavement with curb and gutter over a gravel base and a typical clear width of 27 feet. The 2023 assessment rate for asphalt pavement reconstruction is \$78.75 per front foot for commercial zoned/use properties. The estimated cost of pavement construction is \$315,00. Sanitary sewer, storm sewer, and water main rehabilitation and construction will be performed prior to pavement reconstruction. The estimated cost of the sanitary sewer, storm sewer, and water main are \$46,000, \$92,000, and \$290,000 respectively.

No assessments will be levied for the sanitary sewer, storm sewer, and water main improvements.

S. Van Buren Street from E. Mason Street to Stuart Street is classified as a local road in a residential zoned area with a few commercial properties. The existing asphalt is an urban road section in poor condition and is in need of reconstruction. S. Van Buren Street will be reconstructed with asphalt pavement with curb and gutter over a gravel base and a typical clear width of 30 feet. The 2023 assessment rate for asphalt pavement reconstruction is \$56.90 per front foot for commercial zoned/use properties. The estimated cost of pavement construction is \$391,000. Sanitary sewer, storm sewer, and water main rehabilitation and construction will be performed prior to pavement reconstruction. The estimated cost of the sanitary sewer, storm sewer, and water main are \$133,400, \$327,750, and \$400,000 respectively.

No assessments will be levied for the sanitary sewer, storm sewer, and water main improvements.

School Place from Oak Street to 13th Avenue is classified as a local road in a residential zoned area with a single commercial property. The existing asphalt is an urban road section in poor condition and is in need of reconstruction. School Place will be reconstructed with asphalt pavement with curb and gutter over a gravel base and a typical clear width of 20 feet. The 2023 assessment rate for asphalt pavement reconstruction is \$56.90 per front foot for commercial zoned/use properties. The estimated cost of pavement construction is \$260,000. Sanitary sewer, storm sewer, and water main rehabilitation and construction will be performed prior to pavement reconstruction. The estimated cost of the sanitary sewer, storm sewer, and water main are \$130,000, \$290,000, and \$290,000 respectively.

No assessments will be levied for the sanitary sewer, storm sewer, and water main improvements.



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.12

To approve City staff to install a field drain, at City's sole cost, at the lowest point on City Parcel 22-1949-A based on a request by Alder Grant on behalf of Steven and Sheryll Lensinger, 2828 Sussex Road. (March 1, 2023)

BACKGROUND

RECOMMENDATION

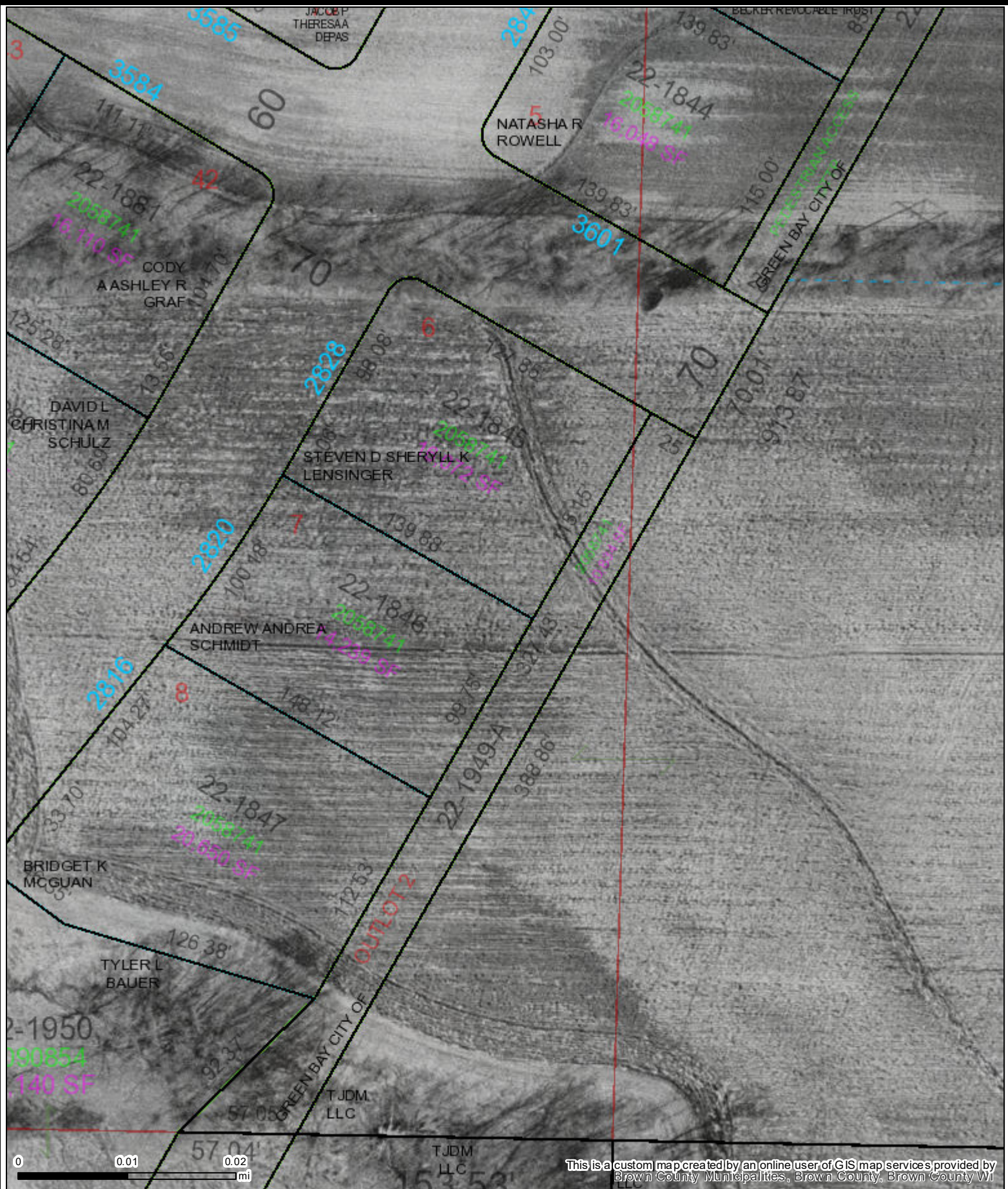
FISCAL IMPACT

ATTACHMENTS

1. Lensinger 1
2. Lensinger 2
3. 2828 Sussex - 2000 Aerial
4. 2828 Sussex - 2020 Aerial







2828 Sussex - 2000 Aerial Photo

Map printed on 2/24/2023

1:720
1 inch = 60 feet*
1 inch = 0.0114 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

Parcel ownership key

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

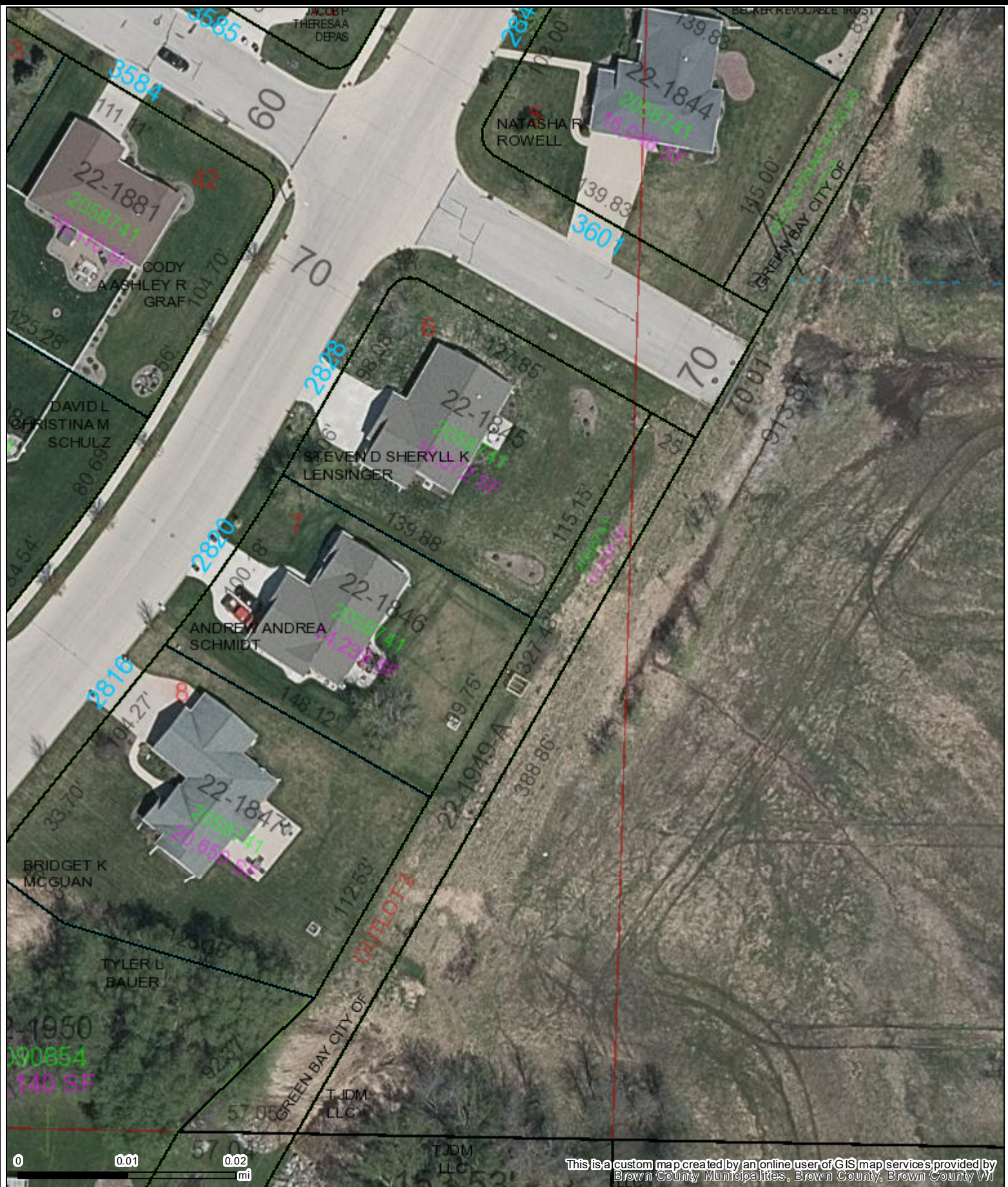
- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

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



(920) 448-6480
www.browncountywi.gov



2828 Sussex - 2020 Aerial Photo

Map printed on 2/24/2023

1:720

1 inch = 60 feet*

1 inch = 0.0114 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate
parcel ownership
crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

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



(920) 448-6480

www.browncountywi.gov



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.13

To approve the request by Downtown Green Bay Inc. to enter into an agreement for installation of ash butlers within the street right-of-way and attachment to City-owned poles. (March 1, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DGBI Ash Butler Containers-ROP

**APPLICATION FOR REVOCABLE PERMIT TO PLACE
OBJECTS WITHIN PUBLIC RIGHTS-OF-WAY**

SECTION 34-11, GENERAL ORDINANCES
CITY OF GREEN BAY, WISCONSIN

THIS PERMIT WILL NOT BE
RECORDED WITH THE
BROWN COUNTY REGISTER
OF DEEDS – THE ORIGINAL
WILL BE FILED WITH CITY OF
GREEN BAY CLERK

1 APPLICANT

OWNER NAME: Downtown Green Bay Inc.
OWNER MAILING ADDRESS: 130 E Walnut St #501
Green Bay, WI 54301

PERMIT ADDRESS: Various locations on North & South Washington St.

PERMIT OBJECT(S): Ash Butler Containers

CONTACT PERSON: Jeff Mirkes - Executive Director

PHONE: 920-437-3423

Space above reserved for Register of Deeds recording data.

Return to:
City of Green Bay - DPW
100 N. Jefferson Street – Room 300
Green Bay, WI 54301-5026

2 INSTRUCTIONS:

1. Complete and submit this application along with additional information required to:

Department of Public Works, Room 300
100 N. Jefferson Street
Green Bay, WI 54301-5026

Additional information required:

- a. Execute Hold Harmless Agreement.
b. Provide Insurance Certificate Naming the City of Green Bay as Additionally Insured.
2. Obtain all other permits and approvals prior to commencing construction.

3 LEGAL DESCRIPTION:

Various locations within the North and South Washington Street rights-of-way. (See attached map)

4 APPROVALS:

Plans Reviewed by: _____
Print or type name: Thomas H. Giese _____ Date
For the Department of Public Works.

Insurance Approved by: _____
Print or type name: Nate Froemming _____ Date

Indemnification and Hold Harmless Agreement Executed:

By Applicant: _____
Date

By City of Green Bay: _____
Date

Approved by the Department of Public Works:

Steven M. Grenier – Director of Public Works

Date Permit Issued: _____

5

SIGNATURE:

I have read Section 34.11 of the Code of Ordinances for the City of Green Bay, Wisconsin, and hereby agree to comply with all provisions set forth in the Ordinance.

X _____
Jeff Mirkes - Executive Director Date

State of Wisconsin)
)ss.
_____ County)

On the above date, this instrument was acknowledged before me by the person named above.

X _____
_____ Date

Print or type name of Notary Public above

Notary Public, _____ County, Wisconsin

My Commission Expires: _____

THIS PERMIT IS REVOCABLE



Address: Various Streets
Object: Ash Butler Containers
Applicant: DGBI

HOLD HARMLESS AGREEMENT – OBJECT IN RIGHTS-OF-WAY

THIS AGREEMENT is made in the City of Green Bay, Brown County, Wisconsin, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY"), and DOWNTOWN GREEN BAY INC., also known as DGBI ("APPLICANT").

WHEREAS, APPLICANT desires to place “ASH BUTLER CONTAINERS” (“OBJECT(S)”) within the rights-of-way of as shown on attached Exhibit A (“rights-of-way”); and

WHEREAS, the Common Council of the City of Green Bay granted to APPLICANT permission to allow placement of OBJECT(S) in the City rights-of-way subject to the provision of insurance, execution of a Hold Harmless Agreement and the City of Green Bay Department of Public Works approval as to the placement of OBJECT(S) in the rights-of-way.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, it is agreed as follows:

1. APPLICANT shall own the OBJECT(S)
2. CITY grants to APPLICANT, a Revocable Occupancy Permit (“ROP”) with permission to construct, maintain and repair their OBJECT(S) within the rights-of-way as shown on attached Exhibit A. The final location of the OBJECT(S) shall be approved by the Department of Public Works Director, or his/her designee.
3. APPLICANT shall be responsible for all costs and expense related to the maintenance, repair, and removal of the OBJECT(S).

4. CITY shall install the OBJECTS at no cost to Applicant EXCEPT, APPLICANT shall reimburse CITY for any and all cost for the hardware used to install the OBJECTS.

5. APPLICANT shall ensure that the placement of the OBJECT(S) does not unreasonably impair or impede the orderly and safe ingress, egress or smooth flow of pedestrian or vehicular traffic upon said rights-of-way.

6. APPLICANT hereby agrees to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of APPLICANT or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

APPLICANT shall reimburse the CITY, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that APPLICANT employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be APPLICANT'S responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

7. APPLICANT shall provide the City of Green Bay with a certificate of insurance on a form approved by the City of Green Bay showing that APPLICANT has adequate liability insurance as required by City of Green Bay. The certificate of insurance shall give evidence of liability insurance with bodily injury limits of at least \$1,000,000 per occurrence and \$1,000,000 aggregate, and the \$500,000 property damage each occurrence and \$500,000 aggregate. Such insurance shall name the City of Green Bay as additionally insured, and shall not be cancelled or reduced without 30 days prior written notice thereof to the City Clerk. Such notice shall suspend the ROP issued under the terms of this Agreement until a new certificate complying with this subsection has been filed with the City Clerk.” The insurance limits stated herein may be updated from time to time by the City of Green Bay Common Council without approval of the APPLICANT. Cancellation or reduction of insurance shall automatically terminate the ROP.

8. CITY or APPLICANT may terminate this Agreement for any reason upon written notice to the other party. Upon termination of this agreement for any reason, APPLICANT shall at their sole cost and expense, remove the OBJECT(S) and restore the rights-of-way to the satisfaction of the Department of Public Works Director or his/her designee.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the APPLICANT has executed this agreement this ____ day of _____ 20____, and hereby agrees to become bound by all provisions hereof.

Downtown Green Bay Inc.

X
Jeff Mirkes - Executive Director Date

STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally, came before me this ____ day of _____, 20____ the above named Jeff Mirkes - Executive Director of Downtown Green Bay Inc. to me known to be the person who executed the forgoing instrument and acknowledge the same.

X

(Print or Type name of notary above)
Notary Public, _____ County, Wisconsin
My Commission Expires: _____

CITY OF GREEN BAY

X
Eric Genrich - Mayor

X
Celestine Jefferys – City Clerk

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

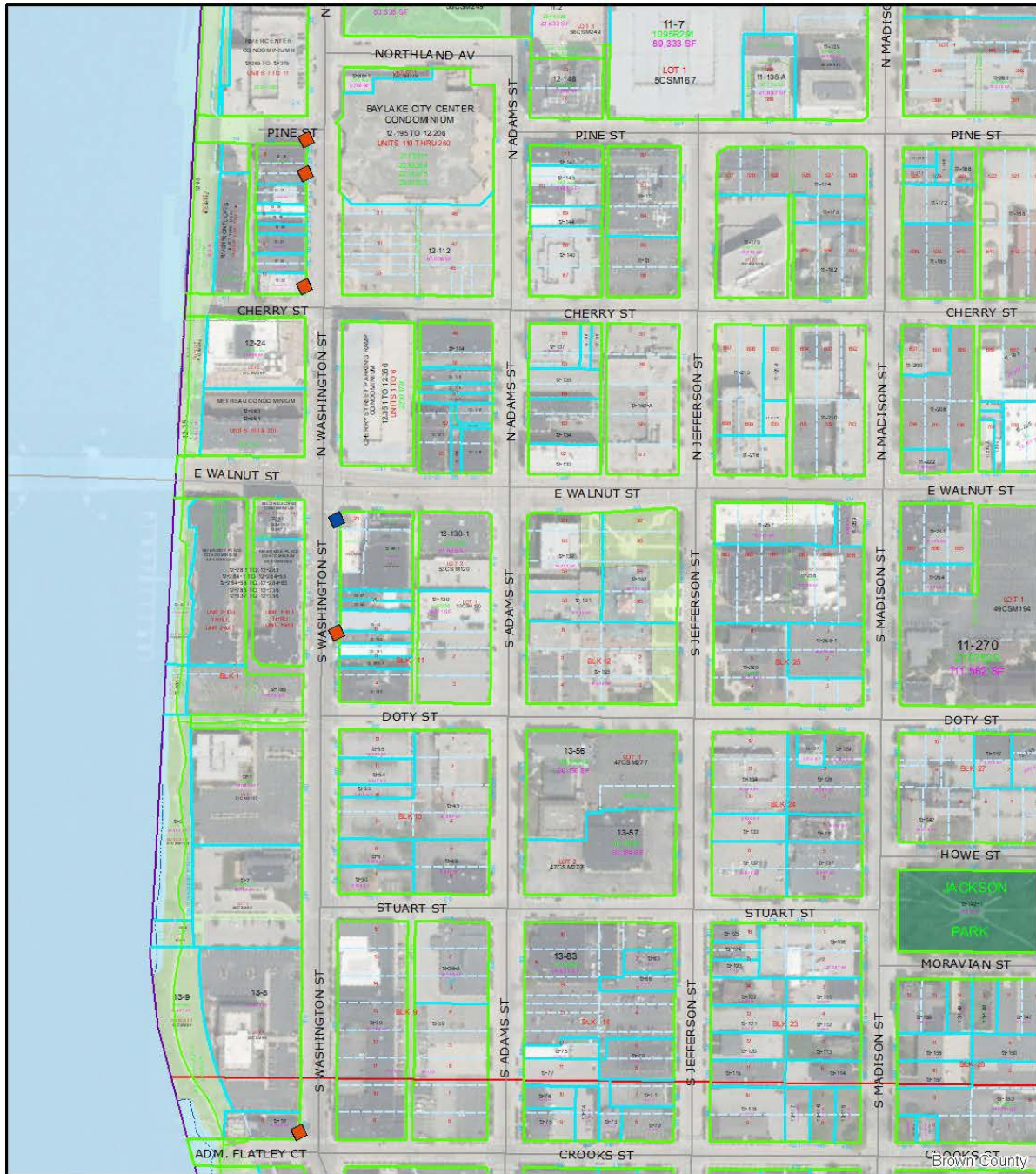
Personally came before me this _____ day of _____, 20____ the above named Eric Genrich – Mayor and Celestine Jefferys – City Clerk, to me known to be the person who executed the forgoing instrument and acknowledge the same.

X

(Print or Type name of notary above)
Notary Public, Brown County, Wisconsin
My Commission Expires: _____

This instrument drafted by:
Thomas H. Giese - R/W Specialist

EXHIBIT A

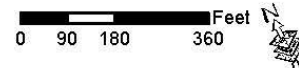


Legend

Amenity

- Cigarette receptacle on post
- Cigarette receptacle on street pole

DGBI Streetscape Amenities





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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.14

To approve the request by Department of Public Works to approve Amendment No.1 to the Professional Services Agreement for Country Club Road Reconstruction Design Services with Ayres Associates in the amount of \$26,228.00 and authorize the Director to execute the agreement. (March 1, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Country Club Amendment I

AMENDMENT TO AGREEMENT

Amendment #1 dated December 13, 2022

The Agreement for Professional Services signed as of October 6, 2020, between the City of Green Bay, 100 North Jefferson Street, Green Bay, WI 54301 (OWNER) and Ayres Associates, 3376 Packerland Drive, De Pere, WI 54115 (CONSULTANT) is hereby amended as set forth below.

Project Background:

Ayres Associates was retained for the design of Country Club Road, from just north of West Mason Street to Indian Hill Drive. The project is planned for construction in the summer of 2025. Below lists the additional services that were outside of the original scope of our contract.

Amended Scope of Services:

The CONSULTANT is to submit a Section 106 documentation to WisDOT for approval of the archaeological and historical/architectural findings. This Section 106 document will need also be coordinated with the Tribal Historic Preservation Officer (THPO).

The CONSULTANT is to perform additional design for curb ramp modifications on the far south side of the West Mason Street intersection.

The CONSULTANT is to design and perform the coordination of the underground detention that is recommended for the project, including sizing, plan sheets, quantities, and specifications.

The CONSULTANT is to coordinate the project with the Oneida Nation, including coordination of the historical and archaeological surveys, and coordinating preliminary and final plan impacts. In addition, the CONSULTANT will coordinate and submit a permit to the US Environmental Protection Agency for project impacts within the boundaries of the Oneida Reservation.

The CONSULTANT is to survey the recently installed TDS Telecom utility along Country Club Road. The survey will include one trip for what is marked by Digger's Hotline. The CONSULTANT will also request TDS Telecom facility maps.

Schedule:

The work as described in the amended scope of services shall be completed by the submittal of the final plans, specifications and estimate on August 1, 2024.

Compensation:

For additional topographic survey, design changes and right of plat work completed by Ayres Associates as described in the above-amended scope of services shall be compensated by an actual cost amount of \$26,228.00 (see attached breakdown).

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

City of Green Bay
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)

(Typed Name)

(Title)

(Date)

Project ID 4987-02-74
Country Club Road
City of Green Bay
Brown County

FEE COMPUTATION BY ENGINEERING TASK



TASK	ACTIVITY CODE	Direct Labor Costs	Indirect Costs	Direct Costs	Fixed Fee	TOTAL
Manage Project Scope and Schedule	887	316.93	553.01	-	57.44	927.38
Design Drainage	778	2,012.97	3,512.43	-	364.85	5,890.25
Erosion Control Landscaping	768	-	-	-	-	-
Design Geometrics and Details	776	1,540.50	2,688.02	-	279.22	4,507.74
Conduct and Process Existing Field Survey	723	973.48	1,698.63	170.90	176.44	3,019.45
Analyze Archaeological and Historical Impact	763	1,182.21	2,062.84	-	214.28	3,459.33
Environmental Documentation and Agency Coordination	769	2,878.82	5,023.24	-	521.79	8,423.85
0		-	-	-	-	-
TOTALS		8,904.91	15,538.17	170.90	1,614.02	26,228.00

Indirect Home Office Cost Rate 174.49%
Fixed Fee: 7.25%



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.15

To approve the request by Department of Public Works to award the following contracts at a staff level and report the award at the next Improvement and Services Committee meeting:

- a. BRIDGE 1-23 (BRIDGE MAINTENANCE AND CONCRETE REPAIRS)
- b. RESURFACING 1-23 (INCLUDING SEWER AND WATER)
- c. RESURFACING 2-23 (INCLUDING SEWER AND WATER)
- d. RESURFACING 3-23 (INCLUDING SEWER AND WATER)

(March 1, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.16

To approve the award of the following contracts:

- a. PARKS 2-23 PERKINS PARK BALLFIELD RENOVATIONS to Peters Concrete Co. in the amount of \$320,952.29
- b. PARKS 3-23 FISK PARK TENNIS COURT RESURFACING to Pro Track and Tennis, Inc. in the amount of \$108,157.00
- c. SIDEWALKS 2023 to Al Dix Concrete, Inc. in the amount of \$1,126,525.00

(March 1, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. PARKS 2-23 PERKINS PARK BALLFIELD RENOVATIONS
- 2. PARKS 3-23 FISK PARK TENNIS COURT RESURFACING
- 3. SIDEWALKS 2023

PARKS 2-23 (PERKINS PARK BALLFIELD RENOVATION)

Quest Number: 8368839

Closing Date: Tue, 01/31/2023 02:00 PM CST

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	TING THOMPSON-EAGAN
Email:	TING.THOMPSON-EAGAN@GREENBAYWI.GOV
Phone:	920-448-3100
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Peters Concrete Company	Duke Peters	920-494-3700	quote@petersconcrete.com	\$ 320,952.29		
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	\$ 348,409.58		
Advance Construction Inc.	Paul Kultgen	920-434-3978	pkultgen@advconst.net	\$ 365,869.52		
Soper Sewer & Water	Soper Estimating	920-233-4869	estimating@sopercompanies.com	\$ 428,620.39		

PARKS 3-23 (FISK PARK TENNIS COURT RESURFACING)

Quest Number: 8368846

Closing Date: Tue, 01/31/2023 02:00 PM CST

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:	BROCK BEHNKE
Email:	BROCK.BEHNKE@GREENBAYWI.GOV
Phone:	920-448-3100
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Pro Track and Tennis, Inc	Dillon Laurent	402-238-2900	dillon@protrackandtennis.com	\$ 108,157.00		

SIDEWALKS 2023

Quest Number: 8388254

Closing Date: Tue, 02/21/2023 02:00 PM CST

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:	MARK WISNIESKI
Email:	MARK.WISNIESKI@GREENBAYWI.GOV
Phone:	920-448-3106
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Al Dix Concrete Inc	Dylan Dix	920-766-4344	dixconcrete@yahoo.com	\$ 1,126,525.00		



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.17

To receive and place on file the award of contract PARKS I-23 EAST RIVER TRAIL AND CANOE/KAYAK LAUNCH to Milbach Construction in the amount of \$591,439.90. (March 1, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. PARKS I-23 EAST RIVER TRAIL AND CANOE/KAYAK LAUNCH

PARKS 1-23 (EAST RIVER TRAIL & CANOE/KAYAK LAUNCH)

Quest Number: 8368803

Closing Date: Tue, 02/07/2023 02:00 PM CST

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:	BROCK BEHNKE
Email:	BROCK.BEHNKE@GREENBAYWI.GOV
Phone:	920-448-3100
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	\$ 591,439.90		
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	\$ 594,672.65		
Advance Construction Inc.	Paul Kultgen	920-434-3978	pkultgen@advconst.net	\$ 601,612.63		
Peters Concrete Company	Duke Peters	920-494-3700	quote@petersconcrete.com	\$ 637,164.18		
Superior Sewer and Water inc.	Chad Dorner	9206213504	bidding@sswinc.net	\$ 739,188.15		



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.18

To hold the list of Department of Public Works projects to be included in the 2023 City of Green Bay Capital Improvement Plan until the next regularly scheduled Improvement and Services Committee meeting. (March 1, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2023 CIP - 07-25-22_FirstDraft_I&S_03-01-23



DEPARTMENT OF PUBLIC WORKS 2023 CAPITAL IMPROVEMENTS PROGRAM

Draft - 03/01/2023

**DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM**

As of 03-01-23

				PAVEMENTS			STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>NEW SUBDIVISIONS-EAST SIDE</u>										
RED SMITH DEVELOPMENT (KOS 167)	SCOTTWOOD	CHURCH	2,500	1,000,000	0	0	940,000	0	630,000	0
*SITKA HEIGHTS (3) UNNAMED DRIVE UNNAMED COURT	SITKA STREET	SITKA STREET	1,420	285,000	0		35,000	5,000	205,000	0
	UNNAMED DRIVE	CUL-DE-SAC 387' NORTH	387	100,000	0		60,000	0	55,000	0
*GRANDVIEW PLACE (1) ROCKY ARBOR TRAIL	ERIE ROAD	1354' EAST	1,354	464,000	0		248,000	0	268,000	0
*EXCALIBER PHASE 4 (3) PAULA STREET	400' EAST OF DURHAM	SUSSEX	600	105,000	0		70,000	0	65,000	0

NEW SUBDIVISIONS-WEST SIDE

* PROJECT CARRIED OVER FROM PREVIOUS YEAR

(1) City design/build										
(2) Developer design/ City build										
(3) Developer design/build										
NEW SUBDIVISIONS TOTAL:			6,261 1.19 Miles	1,954,000	0	0	1,353,000	5,000	1,223,000	0

DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM
As of 03-01-23

STREET	FROM	TO	LENGTH	PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
				TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>OTHER STREETS - WEST SIDE</u>										
SCHOOL PLACE	13TH	OAK STREET	1,068	442,000	442,000		400,000	400,000	265,000	265,000
S MAPLE STREET	9TH STREET	NORTH TERMINI	930	462,000	462,000		416,000	416,000	280,000	280,000
SCHOOL PLACE	S ASHLAND AVENUE	WEST CUL-DE-SAC	1,031	430,000	430,000		550,000	550,000	260,000	260,000
HOWARD STREET	S ASHLAND AVENUE	OAKLAND AVENUE	354	150,000	150,000		1,110,000	1,110,000	90,000	90,000
OAKLAND AVENUE	HOWARD STREET	SEYMOUR COURT	820	340,000	340,000		540,000	540,000	205,000	205,000
<u>OTHER STREETS - EAST SIDE</u>										
BERNER STREET	N. IRWIN STREET	N WEBSTER AVENUE	2,069	970,000	970,000		875,000	875,000	585,000	585,000
BERNER STREET CONSULTANT DESIGN				100,000	100,000		25,000	25,000	25,000	25,000
MANITOWOC RD(gb %)	GREENBRIER	E. TERMINI	800	200,000	200,000					
N IRWIN AVENUE	ST CLAIR STREET	NORTH TERMINI	215	90,000	90,000		80,000	80,000	55,000	55,000
FINGER ROAD	SUPERIOR ROAD	CHALLENGER DRIVE	1,178	490,000	490,000		440,000	440,000	200,000	200,000
*S. VAN BUREN	E. MASON STREET	STUART STREET	1,425	535,000	535,000		480,000	480,000	320,000	320,000
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
LOCAL STREETS TOTAL:			9,890	4,209,000	4,209,000	0	4,916,000	4,916,000	2,285,000	2,285,000
			1.87 Miles							
2022 CIP SUBTOTAL:			16,151	6,163,000	4,209,000	0	6,269,000	4,921,000	3,508,000	2,285,000
			3.06 Miles							

DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM
As of 03-01-23

STREET	FROM	TO	LENGTH	PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER		
				TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST	
<u>NHS ROUTES - EAST SIDE</u>											
<u>NHS ROUTES - WEST SIDE</u>											
<u>STP ROUTES - EAST SIDE</u>											
<u>STP ROUTES - WEST SIDE</u>											
CTY EB ROUNDABOUT					500,000			500,000			
MATHER STREET-DESIGN	GRAY STREET	LOCUST		442,000	90,000						
*COUNTRY CLUB-DESIGN	W. MASON	INDIAN HILLS	3,952	250,000	250,000	0					

**DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM**

As of 03-01-23

				PAVEMENTS			STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
OTHER PROJECTS										
*TRAFFIC SIGNAL REPAIRS 2021	W MASON	HINKLE		250,000	250,000					
*TRAFFIC SIGNAL REPAIRS 2021	ASHLAND	DOUSMAN		250,000	250,000					
*TRAFFIC SIGNAL REPAIRS 2022	MAIN STREET	DECKNER AVENUE		250,000	250,000					
*TRAFFIC SIGNAL REPAIRS 2022	EAST MASON	ABRAMS		250,000	250,000					
*HURON ROAD SIDEWALK	HUMBOLDT	N. TO HIGHWAY RAMPS		300,000	275,000					
*CITY WIDE SURVEY MONUMENTS	CITYWIDE			217,000	217,000		217,000	217,000	217,000	217,000
BRIDGE REPAIRS										
GENERAL BRIDGE MAINTENANCE	CITYWIDE			200,000	200,000					
CONCRETE DECK REPAIRS	MISC BRIDGES			175,000	175,000					
BRIDGE DECK SILANE SEALANT	MONROE, EAST RIVER, TAYLOR STREET			10,000	10,000					
PAINTING, STEEL, BEARINGS	BAIRD OVER EAST RIVER	ROBINSON AVE PED BRIDGE		360,000	360,000					
*ATKINSON DR. PAINTING GIRDER ENDS/BEARINGS				260,000	260,000					
HENRY STREET OVER BAIRD CREEK	DESIGN OVERLAY			140,000	140,000					
LARSEN RD BRIDGE	DESIGN			242,000	30,000					
BRIDGE SCOUR/IN STREAM WORK	MOON VALLEY, TAYLOR STREET			290,000	290,000					
W. MASON OVER BEAVER DAM CREEK	BRIDGE CONSTRUCTION			61,000	0					
MAIN STREET BRIDGE AT FOX RIVER	BRIDGE REPAIRS/BRIDGETENDER BUILDING/HYDRAULIC SYSTEM EAST SIDE			1,100,000	1,100,000					
*MAIN STREET BRIDGE AT FOX RIVER	HYDRAULIC DESIGN			150,000	150,000					
BRIDGE INSPECTION	REQUIRED ANNUAL INSPECTIONS			20,000	20,000					
CHANTEL ST. BRIDGE OVER BEAVER DAM CREEK	BRIDGE CONSTRUCTION			600,000	120,000					
MAIN STREET @ EAST RIVER	EXPANSION JOINT RECONSTRUCTION			375,000	375,000					
ANNUAL PROJECTS:										
ASPHALT RESURFACING - LOCAL STREETS				2,600,000	2,600,000					
PAVEMENT REPAIRS - RESURFACING PROGRAM				750,000	750,000					
PAVEMENT REPAIRS - ASPHALT PATCHING/SPRAY POTHOLE PATCHING				60,000	60,000					
CONCRETE PAVEMENT REPAIRS - CITYWIDE				550,000	550,000					
MUDJACKING				40,000	40,000					
SIDEWALKS - NEW/REPLACEMENT				360,000	150,000					
SIDEWALKS-CITYWIDE REPLACEMENT				720,000	320,000					
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
OTHER PROJECTS TOTAL:				10,580,000	9,192,000	0	217,000	217,000	217,000	217,000
PAVEMENT SUBTOTAL:				17,435,000	14,241,000					
RIGHT-OF-WAY COST:				0	0					
TOTAL PAVEMENT COST:				20,103	17,435,000	14,241,000	6,486,000	5,638,000	3,725,000	2,502,000
3.81 Miles										

DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM
As of 03-01-23

				PAVEMENTS			STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>SEWER PROJECTS</u>										
*GROVE STREET SIPHON REPLACEMENT									2,000,000	2,000,000
*INFLOW & INFILTRATION REDUCTION PROGRAM									1,000,000	1,000,000
 <u>STORM WATER MANAGEMENT</u>										
SEYMOUR PARK STORMWATER POND-WEST							3,000,000	3,000,000		
RAIN BARREL/RAIN GARDENS							100,000	100,000		
*SEYMOUR PARK STORMWATER POND-EAST							1,000,000	1,000,000		
*MAIN ST FLOOD PROJECT-DESIGN							100,000	100,000		
SMOKE TESTING/ I&I INVESTIGATION									50,000	50,000
STORM WATER FACILITY VEGETATION MANAGEMENT - 2023							75,000	75,000		
*STREET SWEEPER DEWATERING BASINS							70,000	70,000		
*GRANDVIEW STORMWATER FACILITY							1,500,000	0		
BARINA CREEK DREDGING							400,000	400,000		
\							0	0		
 <u>ANNUAL PROJECTS:</u>										
SEWER REPAIRS - CITYWIDE							400,000	400,000	150,000	150,000
TV INSPECTION OF SEWERS (2021)							90,000	90,000	75,000	75,000
SEWER REHABILITATION - RESURFACING PROGRAM							900,000	900,000	600,000	600,000
MINI-STORM SEWERS - CITYWIDE							650,000	650,000		
ROOT TREATMENT - CITYWIDE									70,000	70,000
CHRONIC SEWER REPAIRS - CITYWIDE									1,000,000	1,000,000
 * PROJECT CARRIED OVER FROM PREVIOUS YEAR										
MISC. SEWER PROJECTS TOTAL:						0	8,285,000	6,785,000	4,945,000	4,945,000
TOTAL SEWER COSTS:							14,771,000	12,423,000	8,670,000	7,447,000

DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM
As of 03-01-23

STREET	FROM	TO	LENGTH	PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
				TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST
TIF #5										
*SHIPYARD DEVELOPMENT										
ARNDT STREET	BROADWAY	PEARL	268	110000	110000		100000	100000	75000	75000
ARNDT STREET	PEARL	EAST TERMINI	294	110000	110000		100000	100000	70000	70000
BRIDGE STREET	BROADWAY	EAST TERMINI	700	270,000	270,000		240,000	240,000	160,000	160,000
PEARL STREET	WALNUT	SOUTH TERMINI	1,467	560,000	560,000		500,000	500,000	350,000	350,000
				TOTAL TIF #5		2,645,000				
TIF #7										
*LEGENDS DISTRICT SIDEWALKS										
				1,200,000	1,200,000					
				TOTAL TIF #7		1,200,000				

* PROJECT CARRIED OVER FROM PREVIOUS YEAR



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.19

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Scott R. Weidner Concrete Construction, LLC
- b. J&S Concrete Services, LLC

2. Tree & Brush Trimmer

- a. Baywood Services, LLC
- b. Castro's Tree Services
- c. Consciously Fresh Tree Service
- d. Ripley's Stump Grinding
- e. Treeo's Tree Service, Inc.

3. Underground Sprinkler System

- a. ADC Maintenance, LLC

(March 1, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # N.20

(a) To approve ordering the improvements and levying the assessments for asphalt resurfacing for Brosig Street, Victoria Street, Heyrman Street, Nicolet Avenue, and George Street.

Public Hearing 6:00 p.m.

ASPHALT RESURFACING

Brosig Street – Manitowoc Road to Pecan Street
Victoria Street – Amy Street to East Mason Street
Heyrman Street – Cass Street to East Mason Street
Heyrman Street – East Mason Street to Kimball Street
Nicolet Avenue – West Mason Street to St. Paul Street
George Street – Cass Street to East Mason Street

(b) To hold until the next regularly scheduled Improvement and Services Committee meeting for the following:

ASPHALT PAVEMENT

S. Maple Avenue – Ninth Street to North Termini

(March 1, 2023)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. Engineer Report_03 01 23

ENGINEER'S REPORT

Public Hearing on March 1, 2023

In accordance with State Statute 66.0703, this public hearing is being held to levy assessments for proposed pavement improvements, which are included in the 2023 Capital Improvements Program.

All of the projects being considered tonight will be included in contracts administered by the City of Green Bay Department of Public Works-Engineering Division.

All of the proposed assessments are being levied in accordance with the City's Assessment Ordinance.

During construction, the contractor is required to provide access to businesses at all times and residences as much as practical. When a residential driveway is inaccessible, the property owners or tenants can receive permission from the City Police Department to park on adjoining streets. Problems during construction should be brought to the attention of the Department of Public Works-Engineering Division by calling 448-3100.

ASPHALT PAVEMENT

S Maple Avenue from Ninth Street to North Termini is classified as a local road in a light industrial zoned area with a few residential properties. The existing asphalt is an urban road section in poor condition and is in need of reconstruction. S. Maple Avenue will be reconstructed with asphalt pavement with curb and gutter over a gravel base and a typical clear width of 36 feet. The 2023 assessment rate for asphalt pavement, reconstruction is \$56.90 per front foot for commercial zoned/use properties. The estimated cost of pavement construction is \$510,000. Sanitary sewer, storm sewer, and water main rehabilitation and construction will be performed prior to pavement reconstruction. The estimated cost of the sanitary sewer, storm sewer, and water main is \$32,000, \$240,000 and \$110,000 respectively.

No assessments will be levied for the sanitary sewer, storm sewer, and water main improvements.

ASPHALT RESURFACING

Asphalt resurfacing on the streets being considered tonight will consist of milling the existing pavement, eliminating depressions with a 1 ½ -inch asphalt-leveling course and then placing a 1 ½ -inch or more asphalt surface over the entire paved area. The objectives of resurfacing are to provide a smoother roadway surface, eliminate maintenance problems and to extend the life of the street. Asphalt resurfacing can only be completed on an existing improved street where the base is still in good condition. Once base failure has occurred, the entire street usually has to be reconstructed.

Prior to resurfacing any street, utilities will be reconstructed and/or rehabilitated, as needed. In addition, preparation work consisting of milling the existing pavement, spot

base repair, and curb and gutter repair will be completed. The following factors are considered when determining whether or not the curb and gutter should be mudjacked or replaced:

1. The condition of the curb and gutter;
2. The amount of water retained in the gutter;
3. The amount of funds available for curb repair work.

All preparation work for asphalt resurfacing is provided at no cost to the property owner.

The 2023 assessment rate for asphalt resurfacing is \$18.00 per front foot for commercial zoned/use properties. The estimated cost to resurface all of the streets included in this year's resurfacing program is \$3,303.00.

Personnel from the Department of Public Works-Engineering have field inspected the streets included in this hearing and have determined that resurfacing is warranted at this time.

The streets being considered tonight for asphalt resurfacing are as follows:

BROSIG STREET – Manitowoc Road to Pecan Street
VICTORIA STREET – Amy Street to East Mason Street
HEYRMAN STREET – Cass Street to East Mason Street
HEYRMAN STREET – East Mason Street to Kimball Street
NICOLET AVENUE – West Mason Street to St. Paul Street
GEORGE STREET – Cass Street to East Mason Street

No assessments will be levied for sanitary sewer, storm sewer, and water main improvements.



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # O.I

To approve a request by Pearly Gates Venture LLC (Pearly Gates Bar & Grill) at 3551 Finger Rd. to temporarily extend their license premises to the east parking lot and to request a variance in the noise ordinance until midnight on July 8, 2023 in conjunction with the 18th Annual Outdoor Pearly Gates Veterans Charity Benefit.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Pearly Gates Bar & Grill Request 7.8.2023



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # O.2

To approve a request by Noble Roots Brewing Company at 2790 University to temporarily extend from April 1 to October 31 to the area west and north of their existing licensed area (Extends 15' to the north of existing patio, 65' to the west, 15' to the south then 60' to the southeast).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. noble roots
2. Application for Temporary Expansion of Licensed Premises - NRBC

GENERAL ORDINANCE NO. XX-22

**AN ORDINANCE
REPEALING AND RECREATING CHAPTER 4,
GREEN BAY MUNICIPAL CODE,
RELATING TO ALCOHOL BEVERAGES**

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

SECTION 1. Chapter 4, Green Bay Municipal Code, is hereby repealed and recreated to read:

Sec. 4-1. Definitions.

Except as provided in this section, the terms and phrases in this chapter shall have the meanings given in Wis. Stats. § 125.02, as amended from time to time. The following terms and phrases shall have the following meanings:

Granted license means a license approved for issuance by the Common Council.

Inoperative license means a license that has been issued to the licensee but under which the licensed activity is not occurring on the licensed premises.

License means a written authorization for the sale of alcohol issued by the Clerk.

Licensed patio means an area immediately adjacent to a licensed premises, not including any part of a public right-of-way, which is licensed for the sale and consumption of alcohol beverages.

Outdoor area means a licensed patio, or any other outdoor area used in conjunction with a licensed premises.

Picnic license has the meaning ascribed to Temporary Class “B” licenses in Wis. Stats. § 125.26(6).

Sec. 4-2. Wisconsin Statutes Chapter 125 incorporated by reference.

Wis. Stats. Ch. 125 is hereby adopted and incorporated by reference in this chapter as if fully set forth herein. Future amendments, revisions, or modifications of Wis. Stats. Ch. 125 are also adopted prospectively, incorporated herein, and intended to become a part of this chapter. Any provisions of this chapter not contained in Wis. Stats. Ch. 125 and not in conflict therewith are intended as additional regulations for the sale of alcohol beverages in the City.

Sec. 4-3. License classes.

The Council is hereby authorized to grant the following licenses:

- (1) *Class “A” (beer) license.* Authorizes the retail sale of fermented malt beverages, in original packages, containers, and bottles, for consumption off the premises where sold.
- (2) *“Class A” (liquor) license.* Authorizes the retail sale of intoxicating liquor, in original packages and containers, for consumption off the premises where sold.

- (3) “Class A” (cider only) license. Authorizes the retail sale of cider, an alcohol beverage made from the fermentation of the juice of apples or pears and that contains not less than 0.5% alcohol by volume and not more than 7% alcohol by volume, for the consumption off the premises.
- (4) *Class “B” (beer) license.* Authorizes the retail sale of fermented malt beverages to be consumed either on or off the premises where sold.
- (5) *“Class B” (liquor) license.* Authorizes the retail sale of intoxicating liquor, by the glass and not in the original package or container, for consumption on the premises where sold or for consumption off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal before it is removed from the premises. Also authorizes the sale of wine or intoxicating liquor, in the original package or container and in any quantity, to be consumed off the premises where sold.
- (6) “Class B” combination license. License that is issued to a premise that applies for both a Class “B” (beer) and a “Class B” (liquor) license.
- (7) *Wineries.* A “Class B” license issued to a winery authorizes the sale of wine to be consumed by the glass or in opened containers on the premises where sold or off the premises if the licensee seals the container of wine with a tamper-evident seal before the wine is removed from the premises. It also authorizes the sale of wine in the original package or container to be consumed off the premises where sold but does not authorize the sale of fermented malt beverages or any intoxicating liquor other than wine.
- (8) *“Class C” (wine) license.* Authorizes the retail sale of wine by the glass or in an opened original container for consumption on the premises where sold.
- (9) *Picnic license.* A license issued for a period not to exceed four (4) consecutive days to bona fide clubs, county or local fair associations, or agricultural societies, churches, lodges, or societies that have been in existence for not less than six (6) months prior to the date of the application, or to veteran organizations or posts, authorizing them to sell fermented malt beverages and wine containing not more than six (6) percent alcohol by volume at a particular picnic, gathering, or meeting, or during a fair conducted by a fair association or an agricultural society. All applications for a picnic license shall be filed with the Clerk at least five (5) days prior to the event. An application for a Picnic License may be submitted as early as November 1 of the prior year.
- (10) *Wine Walk.* The Clerk will accept applications for special event wine walks for the upcoming year December 1 through December 15. If more than two applications are received, the Protection and Policy Committee shall recommend two permits for approval by the Common Council. If two applications that can be granted are not approved, a qualifying organization may apply after December 5, on a first-come, first-served basis.

Sec. 4-4. License applications.

- (a) *Generally.* An application for a license must comply with the following requirements.
 - (1) *Deadline.* Consistent with Wis. Stats. § 125.04(3)(f), all applications for licenses to sell alcohol beverages shall be filed with the Clerk at least fifteen (15) days prior to the granting of the license.

- (2) *Receipt*. All licenses are received on a first come basis, subject to completeness. Complete applications will be issued a date and time received.
- (3) *Time limitation*. An application shall not be valid after the license year for which it is filed.
- (4) *Complete Application*. An application for a license must contain the following documents and publication fee. Applications lacking any of the required documents or received without payment shall not be accepted by the Clerk.
- a. Applications shall be made upon forms provided by the Clerk, which shall be completed in their entirety.
 - b. Original Alcohol Beverage Retail License Application.
 - c. Liquor Auxiliary Questionnaire. Each person listed by each applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.
 - d. Appointment of Agent for corporations and not-for-profit organizations.
 - e. Driver's license or photo ID for each person required to fill out an auxiliary questionnaire.
 - f. *Property interest*. Applications shall be accompanied by proof of one of the following:
 1. Ownership of the premises to be licensed.
 2. A valid option to purchase the premises to be licensed.
 3. A valid lease for the premises to be licensed for the term of the license.
 4. A valid option to lease the premises to be licensed for the term of the license.
 - g. For individuals, partners, or agents, a copy of the Responsible Beverage Server course certification issued in the past two years or a copy of a current operator's license issued in the last two years, or proof of agency for another establishment.
 - h. Surrender form from present license holder (if applicable).
 - i. Wisconsin Seller's Permit issued by the Wisconsin Department of Revenue. The legal entity on the Seller's Permit must match the legal entity on the Original Alcohol Beverage Retail License Application.
 - j. Floor plan for the facility. Hand drawn diagrams are acceptable.
 - k. Picture of outdoor premise (if applicable).
 - l. Security Plan
 - m. *Payment*. A publication fee of \$25 must be submitted with the application and required documents to be deemed complete.
- (b) *Transfer applications*. All applications for transfer of licenses from place to place and person to person are subject to inspections by the City, and the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes. In addition, applications to transfer a license from person to person must be accompanied by written

consent of the person from whom the license is to be transferred on a form provided by or acceptable to the Clerk.

- (c) *Renewal applications.* All applications for renewal of licenses are subject to the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes.

(1) *Renewal Application deadline.* Applications may be sent after March 1st and s are due on or before April 15 of each year. The Common Council shall grant, issue, or deny each timely-filed application no later than June 15 for the ensuing license year. If a renewal application is received after April 15, notice of Council's intent to grant, issue, or deny the renewal application, as well as notice of any accompanying hearing, may not be available before the license expires on June 30.

(2) *Late application fee.* Renewal applications received after the April 15 deadline shall be subject to a late filing fee as provided in the City Fee Schedule. Said late fee is imposed to recover the cost of processing the late application. Applications filed after May 15 will not be processed until after July 1.

4-5. Provisional License.

- (a) *Issuance.* To allow applicants an opportunity to conduct business before a regular license may be granted but after all other requirements for licensing have been met, the City has identified limited circumstances under which a provisional license may be granted. The Clerk shall only issue a provisional retail license to an applicant who has submitted a regular Class "A," Class "B," "Class A," "Class B," or "Class C" retail license application for the same type of activity, to permit the applicant to engage in the activity while approval of the regular license application is pending and in accordance with the requirements herein. The Clerk shall have three business days to grant or deny a provisional license.

(1) *Qualification for provisional license.* In accordance with Wis. Stats. § 125.185, a provisional license is available to an applicant who has met all the following criteria:

- a. The applicant has applied for a regular license;
- b. The applicant has submitted an application for a provisional license which authorizes only the type of activity allowed by the type of regular license applied for;
- c. The applicant meets all licensing requirements set forth in this section; and
- d. One of the following conditions exists:
 - 1. The Protection and Policy Committee has approved the applicant's regular license application, but final approval of that application by the Common Council remains pending.
 - 2. The applicant has applied for a new regular license, following the sale or transfer of an existing business that held a City-issued regular license of the same type, and the provisional license is necessary to maintain the continuity of said business while approval of the new application is pending. The applicant must provide the Clerk with proof of control and/or occupancy of

the premises to which the provisional license will be issued before the Clerk will issue the provisional license.

3. The applicant held a City-issued regular license of the same type during the expiring licensing year and did not timely submit a renewal application because of excusable neglect on the part of the applicant.
4. An administrative error caused by the City resulted in a delay in the application.

(2) *Provisional License Applications.* A provisional license is available to an applicant for the same type of regular license if all the following conditions are met:

- a. The applicant has filed a complete regular license application form, as otherwise described in this section, for the same type of activity for which the provisional license is sought.
 - b. The applicant has paid the fees associated with the type of regular license applied for, as well as the provisional license fee, as provided in the City Fee Schedule.
 - c. The applicant qualifies for the type of regular license applied for, in accordance with Wis. Stats. § 125.04.
 - d. The applicant has not held another provisional license of the type applied for within the current license year.
 - e. The applicant has obtained all necessary approvals for the regular license from the Green Bay Police Department.
 - f. The applicant has obtained all necessary approvals for the regular license from the Inspections Division of the Department of Community and Economic Development, as required by Section 4-7(c)2.
 - g. For “Class B” license applications, the City’s quota under Wis. Stats. § 125.51(4) does not prohibit the City from issuing a “Class B” license.
 1. In accordance with Wis. Stats. § 125.185(5), provisional licenses are not available for reserve licenses.
 2. Issuance of “Class B” regular licenses will not exceed the number of available licenses under the City’s quota. In the event more regular license applications are received than there are licenses available under the City’s quota, no provisional licenses will be issued for any such applications.
- (b) *Expiration.* The provisional license expires sixty (60) days after it is issued, or upon approval or denial of the applicant’s regular license application, whichever occurs sooner. The provisional license may not be renewed.
- (c) *Revocation.* The Clerk may revoke the provisional license at any time if they discover that the provisional license holder made a false statement on the application.

4-6. Premise expansion on City property

- (a) *Approval.* The Common Council may authorize an establishment holding an alcohol beverage license to expand the licensed premise to include a sidewalk cafe approved for use by the Department of Public Works.
 - (1) *Expanded Premise.* The expanded premise is limited to property immediately adjacent and contiguous to the licensed establishment.
 - (2) *Application.* A licensee holding any Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license, as defined under Section 4-3, shall submit to the Clerk a separate application for Expansion of Licensed Premises on City property. The application shall include all the following:
 - a. A description and map of the area to be included in the expansion. The expanded area is subject to the requirements of Wis. Stats. Ch. 125 and this Code. Hand-drawn maps are acceptable.
 - b. Proof that the licensee has the right to occupy the City right-of-way. The licensee must obtain a revocable occupancy permit by applying through the Department of Public Works in accordance with Section 34-11.
 - c. A security plan indicating how the area will be monitored and secured to delineate area boundaries.
 - (3) *Possession of intoxicants on expanded premises owned by the City.* Individuals may consume intoxicating liquor or fermented malt beverages on any premises authorized under this section subject to the following:
 - a. Alcohol beverages shall only be served to patrons of the establishment. No carry in or carry out of alcohol beverages by any patron to or from the licensed shall be permitted, except as authorized by statute.
 - b. Each licensee serving alcohol beverages shall be responsible for monitoring the area to ensure that customers are of legal drinking age and that alcohol beverages are not impermissibly removed from the premises.
 - c. The sale of alcohol beverages shall be limited to the hours of 8:00 a.m. to 11:00 p.m. All alcohol shall be removed from the expanded premises no later than 11:30 p.m.
- (b) *Special Events.* An establishment holding an alcohol beverage licensee may apply for a temporary expansion of a licensed premises to a public area, by submitting an application to the Clerk. Expansion is limited to property owned or controlled by the licensee. A licensee may be authorized by a special event permit to utilize a street or park property, but may not sell alcohol in the public area. The temporary expansion of a licensed premise for a one-day or otherwise limited day event shall be approved by the Protection and Policy Committee.

Sec. 4-7. Licensing procedures.

- (a) *Common Council approval.* Applications complying with the provisions of this chapter and the Wisconsin Statutes shall be forwarded to the Common Council for action in the order in which they are filed, upon availability of a license type. The Common Council shall review

the application, the applicant's qualifications, and all other relevant factors and determine whether to grant the license application under the provisions of this chapter and the laws of the State of Wisconsin.

- (b) *Conditional approval.* The Common Council may place additional conditions upon a license consistent with the provisions of this chapter and the laws of the State of Wisconsin. Violation of any such condition shall be considered a violation of this section and grounds for suspension or revocation of the license.
- (c) *Administrative approval.*
 - (1) Prior to Common Council approval, the Chief of the Green Bay Police Department shall certify that the applicant has successfully completed a background check, completed business security plan and signed a stipulation agreement
 - (2) Prior to Issuance, the Chief Building Official shall certify that the premises complies with all applicable laws and regulations, including any applicable building code requirements. No license shall be granted for a premises not in compliance with such laws and regulations.
- (d) *Licensing fee.* Upon approval by the Common Council and Administrative Approval, the Clerk shall request a licensing fee pursuant to the Fee Schedule. The licensing fee must be paid prior to issuance of the license. The licensing fee is nonrefundable.
- (e) *Form and expiration of license.* All licenses shall be numbered in the order in which the application was accepted. The date of issuance, the fee paid, and the name of the licensee shall appear on said license. All retail licenses shall expire on June 30 following issuance, unless a license is issued as a 6 Month License, or unless sooner revoked. The Clerk shall affix a signature and seal to each license.
- (f) *License amendment.* A licensee may request change to the licensed premises by submitting a change of premises application to the Clerk. Changes to a licensed premises shall be approved by the Community and Economic Development Department – Inspections. Change of premises applications approved or denied by the Protection and Policy Committee.

Sec. 4-8. Inoperative licenses.

Any license that has not been in continuous use in a manner indicating an ongoing business for a period more than sixty (60) days shall be subject to revocation or nonrenewal, unless otherwise authorized by the Common Council.

Sec. 4-9. Revocations, suspensions, and nonrenewals.

- (a) *Intent; due process.* It is the intent of the Common Council that no license granted under this chapter be revoked, suspended, or nonrenewed without first affording the license holder the due process described herein, including an opportunity for a public evidentiary hearing.
- (b) *Grounds.* Licenses may be the subject of revocation, suspension, or nonrenewal proceedings as described in this section for any violation of Wis. Stats. Ch. 125 or of this Code including, but not limited to, the following:
 - (1) The running of a disorderly house as proscribed by Wis. Stats. § 125.12.

- (2) Activity by any licensee or operator that directly interferes with police officers or otherwise violates the law in a manner substantially related to the operation of the licensed facility.
- (3) Any violation of any health provision of this Code dealing with public health, welfare, and safety.
- (4) Any violation of the building, electrical, or plumbing provisions of this Code or a conditional approval plan letter issued by the Chief Building Official affecting the public health, welfare, and safety.
- (5) Any liquor-related violation involving juveniles as proscribed by Wis. Stats. Ch. 125, including, but not limited to, Wis. Stats. § 125.07.
- (6) Any violation of general statutory restrictions pertaining to licensed premises and operations as proscribed by Wis. Stats. Ch. 125 and this chapter.
- (7) Any failure to maintain the qualifications required of all license holders as detailed by Wis. Stats. § 125.04 and as modified by the conditions of this Code or as a condition of granting or renewing a license.
- (8) Any violation of any restriction, stipulation, or agreement entered with the City or signed in consideration of a license issued under this chapter or Wis. Stats. Ch. 125.
- (9) A lack of continuous use of the license in a manner indicating an ongoing business for a period exceeding sixty (60) days, in accordance with section 4-8.
- (10) The licensee no longer has legal ownership or control of the property included in the premises description. If a portion of the property remains under the licensee's ownership or control and not other reasons for revocation exist, the licensee may modify its licensed premises and continue to operate.

(c) *Correction Meeting.*

- (1) *Notice.* Whenever the Chief of Police determines that, on two (2) or more occasions within a twelve-month period, a licensee has violated any provision of this chapter or Wis. Stats. Ch. 125 in a manner resulting in enforcement action, the Chief may notify the licensee in writing. The notice shall contain the street address of or other description sufficient to identify the licensed premises, a description of the violations and enforcement actions that have occurred at the premises, and notice of the time and place at which the licensee is scheduled to meet with the Chief and the City Attorney as described in this section.
- (2) Any licensee receiving notice pursuant to subsection (1) shall meet with the Chief of Police or designee and the City Attorney or designee at the date and time prescribed in the notice. The parties shall review the problems occurring at the licensed premises. Within ten (10) days of this meeting, the licensee shall submit to the Chief and City Attorney an abatement plan to end the alcohol beverage-related violations and enforcement actions on the premises. The plan shall also specify the name, address, and telephone number of a person living within sixty (60) miles of the property who can be contacted in the event of further police, fire, or inspection contact. Additionally, the plan shall include a signed statement from the licensee indicating their understanding that if they fail to comply with the abatement plan or to take the actions discussed at the

meeting, the City may move forward with efforts to revoke, suspend, or not renew their license. An abatement plan shall remain active for one (1) year.

(d) *License revocation procedure.*

(1) *Complaint.*

- a. Any resident of the City may file a sworn written complaint with the Clerk alleging one or more of the grounds listed in Wis. Stats. § 125.12(2)(ag) about any licensee holding a license under this chapter.
- b. The City Attorney may commence revocation or suspension proceedings against a licensee by filing a formal complaint with the Clerk stating the specific violations comprising the grounds for the revocation or suspension. The City Attorney may initiate revocation or suspension proceedings against a licensee if:
 1. The licensee has been the subject of a correction meeting; and
 2. The licensee commits one or more subsequent violations of this chapter, Wisconsin's criminal code, or Wis. Stats. Ch. 125 which results in enforcement action.

(2) *Summons.* Upon the filing of a complaint under this subsection, the Common Council shall issue a summons signed by the Clerk commanding the licensee complained of to appear before the Common Council on a day and at a place named in such summons, not less than three (7) nor more than ten (14) days from its date, and show cause why the license should not be revoked. Such summons shall be served with a copy of the complaint in accordance with Wis. Stats. Ch. 801 at least three (3) days before the time at which the licensee is commanded to appear.

(3) *Evidentiary hearing.* The Common Council shall conduct a hearing on a complaint filed under this section. Said hearing shall be governed by the provisions of Wis. Stats. § 125.12. The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing.

(e) *Council action.* At the conclusion of the evidentiary hearing, which may be held in open or closed session depending on the nature of the evidence to be produced, the Common Council, following deliberation in open or closed session, shall make one of the following determinations. The Clerk shall give notice of Council's action to the licensee.

- (1) No action shall be taken due to insufficiency of the evidence.
- (2) No action shall be taken at present because an accommodation on the part of the licensee has been reached.
- (3) A suspension of not less than ten (10) nor more than ninety (90) days shall be imposed.
- (4) The license shall be revoked.
- (5) The complaint shall be tabled pending disposition of pending criminal or Municipal Court proceedings, at which time the matter will be considered and a recommendation made.

(f) *Nonrenewal.* A license may be nonrenewed for any of the grounds identified in this section. Prior to April 15 of each year, the Clerk, shall identify any license for nonrenewal and provide

that recommendation to the Common Council for determination on renewal or intent to nonrenewal the license. If the Common Council determines it will not renew, a Notice shall be sent to the licensee stating the grounds for nonrenewal and the right to a hearing. The Notice shall include the specific reasons for the nonrenewal and include any supporting records. The licensee shall have ten (10) days to request, in writing, an evidentiary hearing on the nonrenewal of their license. This hearing shall be held before the Common Council pursuant to Wis. Stats. § 125.12(2)(b). The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing. The Clerk shall issue the licensee a Final Decision document stating the decision of the Common Council to grant the renewal or nonrenew the license within 5 days of the hearing.

- (g) *Appeal.* Appeal from the decision of the Common Council shall be to the Brown County Circuit Court within 30 days of the receipt of Final Decision.
- (h) *Return of licenses.* Licensed revoked or nonrenewed shall be returned to by the pool of available licenses by the Clerk after 30 days following a Notice of Final Decision.

Sec. 4-10. License restrictions.

- (a) *Statutory requirements.* Any license granted pursuant to this chapter to sell intoxicating liquor or fermented malt beverages shall be subject to the regulations, conditions, and restrictions imposed by Wis. Stats. Ch. 125. In addition, the City of Green Bay, pursuant to the authority of Wis. Stats. § 125.10, specifically adopts certain other restrictions and requirements by this section.
- (b) *Moratoria.* The Common Council may by resolution or ordinance establish an alcohol license moratorium in a specific geographical area.
- (c) *Restrictions on location.* No liquor license shall be issued for a premises when any portion of the structure housing the premises would be fewer than 300 feet from the entrance to a structure housing any established public school, parochial school, hospital, or church. Said restriction may be waived by a two-thirds vote of the Common Council. This subsection shall not apply to:
 - (1) Any premises for which a license under this chapter was issued on or before March 25, 2000, and which license has been continuously retained to date;
 - (2) Any premises for which a license under this chapter was issued prior to the occupation within 300 feet thereof of any school, hospital, or church building, and which license has been continuously retained to date;
 - (3) Any picnic license; or
 - (4) Any premises operated as both a restaurant and an establishment for which a Class "B" (beer) or "Class B" (liquor) license has been issued, where the principal business conducted is that of a restaurant.
- (d) *Closing hours.* For the purposes of this section, the term "open" shall mean allowing any person other than the licensee or an employee actively performing job-related duties to enter, loiter, or remain in or on the licensed premises.

- (1) A premises for which a “Class A” (liquor) license has been issued may remain open for the conduct of its regular business but may not sell intoxicating liquor between the hours of 9:00 p.m. and 6:00 a.m.
 - (2) A premises for which a Class “A” (beer) license has been issued may remain open for the conduct of its regular business but may not sell fermented malt beverages between 12:00 midnight and 6:00 a.m.
 - (3) No premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license has been issued may remain open between the hours of 2:00 a.m. and 6:00 a.m., except as otherwise provided in this section. On Saturday and Sunday, no premises may remain open between 2:30 a.m. and 6:00 a.m. On the Sunday that daylight saving time begins, as specified in Wis. Stats. § 175.095(2), no premises may remain open between 3:30 a.m. and 6:00 a.m.
 - (4) On January 1, premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (Wine) license has been issued are not required to close.
 - (5) No licensee or person in charge of a premises for which a Class “B” (beer) or “Class B” (liquor) license has been issued may sell alcohol beverages in their original unopened packages, containers, or bottles for consumption away from the premises between the hours of 12:00 midnight and 6:00 a.m.
 - (6) No establishment for which a “Class C” (liquor) license has been issued shall sell wine in an original bottle or container for consumption either on or off the premises where sold between the hours of 12:00 midnight and 6:00 a.m.
 - (7) Bowling centers, golf courses, movie theatres, painting studios, indoor golf and baseball facilities, racetrack grounds, indoor horseshoe-pitching facilities, curling clubs, golf clubs, and golf clubhouses may remain open for the conduct of their regular business pursuant to the hours of operation specified by its license type. An establishment remaining open for the purpose of its regular business must, always allow for open public access to the licensed establishment after such closing hours. When a question arises as to whether an establishment is open for a purpose other than selling alcohol beverages, the burden shall be on the licensee to demonstrate such other purpose.
 - (8) No person shall loiter in a licensed establishment after closing hours.
- (e) *Disorderly house.*
- (1) *Duty to maintain order.* A licensee under this section shall have a duty to maintain order and peace in and around the licensed premises. This duty shall extend to and include any parking lot or facility adjacent to and servicing the licensed premises.
 - (2) *Police power to close licensed premises.*
 - a. *Police Department.* The Police Department may order any disorderly house closed until 8:00 a.m. the following day when, in the reasonable view of the Department, the licensee or person in charge failed to maintain peace and order, or the Department otherwise believes that the public peace and safety is served by such closing by reason of threat to the bodily security, property, or peaceful repose of any member of the public.

- b. *Department of Community and Economic Development, Inspection Division.* The Inspection Division of the Department of Community and Economic Development may order the temporary suspension of a license under this chapter where an imminent health hazard exists on the licensed premises pending a hearing pursuant to Section 10-24. Such closing may act as grounds for suspension or revocation of a liquor license privilege under this chapter.
 - c. *Brown County Health Department.* The Brown County Health Department may order a licensed establishment to temporarily close due to code violations until such time that those violations are remedied (Brown County Ordinance Ch. 37 Public Health and Wis. Stat. § 33.124).
- (3) *Open containers.* For the purposes of this section, “open container” refers to an alcohol beverage which is no longer sealed in its original container nor sealed by the licensee with a tamper-evident seal, and which is removed from the licensed premises for purposes of off-premises consumption.
- a. *Prohibited.* A licensee or person in charge shall not allow the sale, service, consumption, or carry out of alcohol beverages in open containers outside of the licensed premises. This section is not intended to prohibit the sale of alcohol beverages for off-premises consumption in containers with a tamper-evident seal as allowed by state law.
 - b. *Exemption.* This subsection shall not apply to the carry out of fermented malt beverages in open containers from a licensed premises to a special event premises licensed to fermented malt alcohol beverages if all the following apply:
 - 1. The fermented malt beverage is carried from the licensed premises to the adjoining special event premises.
 - 2. The fermented malt beverage is carried off the licensed premises in a container that does not contain glass.
 - c. Notwithstanding the exemption, no open container may be carried from a special event premises to any licensed premises or from one licensed premises to another licensed premises.
- (f) *Outdoor areas.*
- (1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled outdoor area for use no more than three (3) consecutive days and no more than ninety (90) days in a licensing year. The inclusion of the outdoor area in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment.* A licensee may apply to amend its licensed premises to include an outdoor area. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.

- (3) *Fencing.* Outdoor areas shall be delineated by temporary fencing or similar barrier capable of limiting ingress and egress to licensed areas, unless additional egress is needed for a public safety purpose.
 - (4) *Noise.* No musical instruments, radios, juke boxes, or other means of electric sound amplification may be used or operated in a licensed outdoor area after 10:00 p.m., unless a permit has been granted by the Chief of Police pursuant to Section 24-146(e) of this Code or Section 39.01 of the Brown County Code of Ordinances.
 - (5) *Unlicensed outdoor area.* An unlicensed outdoor area adjacent to and used in conjunction with the licensed premises shall not be used for the purpose of serving or consuming alcohol beverages.
 - (6) *Licensee responsibility.* Any licensed outdoor area is subject to all regulations of this chapter and Wis. Stats. Ch. 125.
 - (7) *Maintaining order.* The licensee shall maintain peace and order over any outdoor area adjacent to and used in conjunction with a licensed premises whether said outdoor area is licensed. Violation of this section may result in the Police Department exercising its authority under this section to order any outdoor premises or the entire licensed area closed in the public interest.
- (g) *Licensed patio.*
- (1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled patio. The inclusion of the patio in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment.* A licensee may apply to amend its licensed premises to include an patio. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.
 - (3) *Immediately adjacent.* A licensed patio must be immediately adjacent to the indoor portion of the licensed premises. For purposes of this section, a patio is immediately adjacent if it can be accessed from the indoor portion of the licensed premises without crossing any unlicensed area.
 - (4) *Barrier.* A licensed patio must be enclosed by a permanent fence, structure, or other barrier that clearly delineates the separation from licensed to unlicensed area. The fence, structure, or other barrier must be at least three (3) feet in height and must clearly separate the licensed premises from any non-licensed area. Photographs of the barrier shall be provided with the application.
 - (5) *Ingress.* Access to a licensed patio shall be through an indoor licensed area. Ingress to a licensed patio from an unlicensed area should be limited to safety purposes only. Egress to an unlicensed area without the ability to return shall not be limited, to permit egress for safety purposes.

(h) *Online ordering and curbside pickup of alcohol beverages.*

- (1) *Premises.* No establishment shall allow the online purchase of alcohol beverages and curbside delivery of such purchases (hereinafter, “click and collect”) without first submitting a request to the Clerk to amend its liquor license premises description to include that portion of the establishment’s parking lot that will allow purchasers to park their vehicles for purposes of picking up their online orders. This request must be approved by the Common Council.
- (2) *Operation Plan.* Along with its amendment request, the licensee shall file a detailed operation plan that clearly details how its “click and collect” operation will function. The plan shall include the licensee’s protocol for ensuring that underage persons and intoxicated persons do not pick up alcohol via “click and collect.” If the licensee fails to provide a detailed operation plan with its amendment request, the Clerk shall not forward the request to the Protection and Policy Committee for consideration.
- (3) *Sale.* No establishment holding a license under this chapter shall allow the online purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises.
 - a. Payment for the purchase must be completed on-premises and may not be completed until the purchaser is at the licensed premises and has presented a valid photo identification that has been verified by a licensed operator employed by the establishment.
 - b. The licensed operator must verify that the person picking up the “click and collect” order is the same person who placed the order and is present in the vehicle into which the order is loaded.
 - c. The sale and delivery of “click and collect” purchases shall be made only by a licensed operator.
 - d. No alcohol sales are permitted if the purchaser fails to present valid photo identification.
 - e. The “click and collect” system must allow the purchase of alcohol to be denied without affecting the remainder of the purchase.
 - f. The establishment must capture and retain an image of the vehicle into which each “click and collect” order is loaded for thirty (30) days.
 - g. For each “click and collect” transaction, the establishment must record and retain the following information for thirty (30) days:
 1. The name of the purchaser.
 2. The type of identification card presented and the number and expiration date of that identification card.
 3. The purchaser’s date of birth.
 4. The license plate of the vehicle into which the order is loaded.

- h. If the “click and collect” purchaser is in the vehicle into which the order is loaded but is not the driver, the licensed operator must verify that the driver is 21 years of age or older through valid photo identification stating the driver’s date of birth.
 - i. The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and, in conjunction with the manager, shall assess sobriety for purposes of approving or denying the sale.
 - j. The pick-up area for “click and collect” purchases shall be clearly defined with visible markings, signs, and/or barriers.
- (4) *Hours.* No licensee holding a Class “B” (beer) or “Class B” (liquor) license shall permit the pick-up of “click and collect” orders between the hours of 12:00 midnight and 6:00 a.m. No licensee holding a Class “A” (beer) license or “Class A” (liquor) license shall permit the pick-up of fermented malt beverages between the hours of 12:00 midnight and 8:00 a.m., nor the pick-up of intoxicating liquor between the hours of 9:00 p.m. and 8:00 a.m.
- (5) No events or activities requiring a license under this chapter other than the delivery of “click and collect” orders are permitted on the expanded premises.
- (6) *Penalty.* Any licensee or person who violates any provision of this subsection shall be subject to a forfeiture of not less than \$250.00 nor more than \$1,000.00, plus court costs and fees.
- (i) *Area for liquor sales on “Class A” (liquor) licensed premises.*
- (1) In the interest of limiting juvenile access to alcohol beverages at retail establishments, and in the interest of promoting effective, unhampered, and efficient enforcement of such provisions as they relate to juveniles, no “Class A” (liquor) license shall be granted for any premises where the principal business conducted thereon is other than the sale of alcohol beverages, unless the establishment has:
 - a. A separate area with the ability to lock that portion of the premises during non-sale hours;
 - b. 24-hour surveillance camera(s) with recordings that are available to law enforcement upon request; and
 - c. Signage informing minors that they must be 21 years of age to purchase alcohol.
 - (2) If a question arises as to what principal business is being conducted on a premises, the burden of proof shall be on the applicant or licensee.
 - (3) A violation of this provision can act as grounds for revocation or nonrenewal of a liquor license under this chapter.
- (j) *Restrictions on use of picnic license; licensed operator required.* No person holding a picnic license, as defined in Section 4-1, shall permit the sale of fermented malt beverages unless a person holding an operator’s license issued under this chapter is directly supervising and in control of the area(s) in which the sale of fermented malt beverages occurs. Where two (2) or more areas of sale are used, at least one (1) licensed operator must be present and supervising each area of sale.

- (k) *Violation of stipulation or agreement.* No licensee may violate a provision of a stipulation or other agreement entered with the City or signed in consideration of a license issued by the City under this chapter or Wis. Stats. Ch. 125. Any licensee who violates this provision may be subject to suspension, revocation, or nonrenewal of their license under Section 4-8 or other penalty under Section 4-11.
- (l) *Allowing entry.* No licensee or person in charge may refuse entry to a police officer, peace officer, or agent of the Department of Revenue to the licensed premises at any reasonable time to determine compliance with this chapter and Wis. Stats. Ch. 125. The term “reasonable time” includes, without limitation, all times when the premises is open.
- (m) *Premises capacity.* Every Class “B” (beer) and “Class B” (liquor) licensed establishment shall display a sign stating the maximum number of persons permitted on the premises by this Code, the Wisconsin Administrative Code, and/or the International Building Code. The sign shall be placed in a conspicuous place at the main entrance to each premises. The sign shall have the following wording: "Limit (number) persons." The lettering shall be white on a dark background. The letters shall not be less than one and one-half (1½) inches in height and the number shall not be less than three (3) inches in height. No licensee or person in charge of a premises shall allow more persons on the premises than the maximum number posted thereon.

Sec. 4-10. Operator’s license.

- (a) *Applications.*
 - (1) Application for an operator’s license shall be made to the Clerk on a form supplied by the Clerk’s Office. All applications shall be accurately completed in their entirety or shall be rendered void by the Clerk.
 - (2) The license fee as provided in the City Fee Schedule shall be submitted with the application.
 - (3) Upon receipt of an application, the Clerk shall forward the application to the Police Department for verification of the veracity of the application as well as research into the qualifications of the applicant in accordance with the requirements of Wis. Stats. § 125.04.
 - (4) An operator license may be granted by the Common Council without further review in the event the Police Department approves of the application.
 - (5) The license shall be issued for a period of two (2) consecutive licensing years. At all times while engaged in activities requiring a license issued pursuant to this section, the licensee shall keep the following items available for production upon request of any City or State inspecting officer:
 - a. Their operator’s license; and
 - b. A valid form of identification issued by a governmental agency containing a photograph of the licensee.
- (b) *Provisional license.* The Clerk shall be authorized to issue a provisional operator’s license upon receipt of a regular operator’s license application. The requirements and provisions of Wis. Stats. § 125.17 relating to provisional operators’ licenses are hereby adopted and made

part of this Code as if set forth fully herein. Future amendments are also adopted prospectively, incorporated herein, and intended to become a part of this Code.

(c) *Denial of operator's license.*

- (1) If the Police Department determines that any portion of the application is false or that the applicant does not possess the qualifications under Wis. Stats. § 125.04, the license may be denied by the Police Department.
- (2) The Police Department shall notify any applicant so denied.
- (3) Any applicant whose application has been denied by the Police Department may appeal such determination to the Protection and Policy Committee. Upon appeal, the Protection and Policy Committee shall determine if the applicant possesses the qualifications of Wis. Stats. § 125.04. After making such determination, the Protection and Policy Committee shall forward its recommendation to the Common Council.

(d) *Issuance of license.* The Clerk shall not issue an operator's license until all requirements of this section have been satisfied.

Sec. 4-11. Penalties.

- (a) *Forfeiture.* Any person violating a provision of this chapter where no penalty is specified, and except as described in subsection (d), shall be subject to a forfeiture of not less than \$1.00 nor more than \$500.00 for each offense.
- (b) *Specific violations.* Any person violating Wis. Stats. §§ 125.07(1) and (4), 125.085, or 125.09(2), as adopted in Section 4-2, shall be subject to the penalties provided therein.

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 _____, 2023.

APPROVED:

Mayor

ATTEST:

Clerk
[Date]

GENERAL ORDINANCE NO. XX-22

**AN ORDINANCE
REPEALING AND RECREATING CHAPTER 4,
GREEN BAY MUNICIPAL CODE,
RELATING TO ALCOHOL BEVERAGES**

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

SECTION 1. Chapter 4, Green Bay Municipal Code, is hereby repealed and recreated to read:

Sec. 4-1. Definitions.

Except as provided in this section, the terms and phrases in this chapter shall have the meanings given in Wis. Stats. § 125.02, as amended from time to time. The following terms and phrases shall have the following meanings:

Granted license means a license approved for issuance by the Common Council.

Inoperative license means a license that has been issued to the licensee but under which the licensed activity is not occurring on the licensed premises.

License means a written authorization for the sale of alcohol issued by the Clerk.

Licensed patio means an area immediately adjacent to a licensed premises, not including any part of a public right-of-way, which is licensed for the sale and consumption of alcohol beverages.

Outdoor area means a licensed patio, or any other outdoor area used in conjunction with a licensed premises.

Picnic license has the meaning ascribed to Temporary Class “B” licenses in Wis. Stats. § 125.26(6).

Sec. 4-2. Wisconsin Statutes Chapter 125 incorporated by reference.

Wis. Stats. Ch. 125 is hereby adopted and incorporated by reference in this chapter as if fully set forth herein. Future amendments, revisions, or modifications of Wis. Stats. Ch. 125 are also adopted prospectively, incorporated herein, and intended to become a part of this chapter. Any provisions of this chapter not contained in Wis. Stats. Ch. 125 and not in conflict therewith are intended as additional regulations for the sale of alcohol beverages in the City.

Sec. 4-3. License classes.

The Council is hereby authorized to grant the following licenses:

- (1) *Class “A” (beer) license.* Authorizes the retail sale of fermented malt beverages, in original packages, containers, and bottles, for consumption off the premises where sold.
- (2) *“Class A” (liquor) license.* Authorizes the retail sale of intoxicating liquor, in original packages and containers, for consumption off the premises where sold.

- (3) “Class A” (cider only) license. Authorizes the retail sale of cider, an alcohol beverage made from the fermentation of the juice of apples or pears and that contains not less than 0.5% alcohol by volume and not more than 7% alcohol by volume, for the consumption off the premises.
- (4) *Class “B” (beer) license*. Authorizes the retail sale of fermented malt beverages to be consumed either on or off the premises where sold.
- (5) *“Class B” (liquor) license*. Authorizes the retail sale of intoxicating liquor, by the glass and not in the original package or container, for consumption on the premises where sold or for consumption off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal before it is removed from the premises. Also authorizes the sale of wine or intoxicating liquor, in the original package or container and in any quantity, to be consumed off the premises where sold.
- (6) “Class B” combination license. License that is issued to a premise that applies for both a Class “B” (beer) and a “Class B” (liquor) license.
- (7) *Wineries*. A “Class B” license issued to a winery authorizes the sale of wine to be consumed by the glass or in opened containers on the premises where sold or off the premises if the licensee seals the container of wine with a tamper-evident seal before the wine is removed from the premises. It also authorizes the sale of wine in the original package or container to be consumed off the premises where sold but does not authorize the sale of fermented malt beverages or any intoxicating liquor other than wine.
- (8) *“Class C” (wine) license*. Authorizes the retail sale of wine by the glass or in an opened original container for consumption on the premises where sold.
- (9) *Picnic license*. A license issued for a period not to exceed four (4) consecutive days to bona fide clubs, county or local fair associations, or agricultural societies, churches, lodges, or societies that have been in existence for not less than six (6) months prior to the date of the application, or to veteran organizations or posts, authorizing them to sell fermented malt beverages and wine containing not more than six (6) percent alcohol by volume at a particular picnic, gathering, or meeting, or during a fair conducted by a fair association or an agricultural society. All applications for a picnic license shall be filed with the Clerk at least five (5) days prior to the event. An application for a Picnic License may be submitted as early as November 1 of the prior year.
- (10) *Wine Walk*. The Clerk will accept applications for special event wine walks for the upcoming year December 1 through December 15. If more than two applications are received, the Protection and Policy Committee shall recommend two permits for approval by the Common Council. If two applications that can be granted are not approved, a qualifying organization may apply after December 5, on a first-come, first-served basis.

Sec. 4-4. License applications.

- (a) *Generally*. An application for a license must comply with the following requirements.
 - (1) *Deadline*. Consistent with Wis. Stats. § 125.04(3)(f), all applications for licenses to sell alcohol beverages shall be filed with the Clerk at least fifteen (15) days prior to the granting of the license.

- (2) *Receipt*. All licenses are received on a first come basis, subject to completeness. Complete applications will be issued a date and time received.
- (3) *Time limitation*. An application shall not be valid after the license year for which it is filed.
- (4) *Complete Application*. An application for a license must contain the following documents and publication fee. Applications lacking any of the required documents or received without payment shall not be accepted by the Clerk.
- a. Applications shall be made upon forms provided by the Clerk, which shall be completed in their entirety.
 - b. Original Alcohol Beverage Retail License Application.
 - c. Liquor Auxiliary Questionnaire. Each person listed by each applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.
 - d. Appointment of Agent for corporations and not-for-profit organizations.
 - e. Driver's license or photo ID for each person required to fill out an auxiliary questionnaire.
 - f. *Property interest*. Applications shall be accompanied by proof of one of the following:
 1. Ownership of the premises to be licensed.
 2. A valid option to purchase the premises to be licensed.
 3. A valid lease for the premises to be licensed for the term of the license.
 4. A valid option to lease the premises to be licensed for the term of the license.
 - g. For individuals, partners, or agents, a copy of the Responsible Beverage Server course certification issued in the past two years or a copy of a current operator's license issued in the last two years, or proof of agency for another establishment.
 - h. Surrender form from present license holder (if applicable).
 - i. Wisconsin Seller's Permit issued by the Wisconsin Department of Revenue. The legal entity on the Seller's Permit must match the legal entity on the Original Alcohol Beverage Retail License Application.
 - j. Floor plan for the facility. Hand drawn diagrams are acceptable.
 - k. Picture of outdoor premise (if applicable).
 - l. Security Plan
 - m. *Payment*. A publication fee of \$25 must be submitted with the application and required documents to be deemed complete.
- (b) *Transfer applications*. All applications for transfer of licenses from place to place and person to person are subject to inspections by the City, and the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes. In addition, applications to transfer a license from person to person must be accompanied by written

consent of the person from whom the license is to be transferred on a form provided by or acceptable to the Clerk.

- (c) *Renewal applications.* All applications for renewal of licenses are subject to the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes.

(1) *Renewal Application deadline.* Applications may be sent after March 1st and s are due on or before April 15 of each year. The Common Council shall grant, issue, or deny each timely-filed application no later than June 15 for the ensuing license year. If a renewal application is received after April 15, notice of Council’s intent to grant, issue, or deny the renewal application, as well as notice of any accompanying hearing, may not be available before the license expires on June 30.

(2) *Late application fee.* Renewal applications received after the April 15 deadline shall be subject to a late filing fee as provided in the City Fee Schedule. Said late fee is imposed to recover the cost of processing the late application. Applications filed after May 15 will not be processed until after July 1.

4-5. Provisional License.

- (a) *Issuance.* To allow applicants an opportunity to conduct business before a regular license may be granted but after all other requirements for licensing have been met, the City has identified limited circumstances under which a provisional license may be granted. The Clerk shall only issue a provisional retail license to an applicant who has submitted a regular Class “A,” Class “B,” “Class A,” “Class B,” or “Class C” retail license application for the same type of activity, to permit the applicant to engage in the activity while approval of the regular license application is pending and in accordance with the requirements herein. The Clerk shall have three business days to grant or deny a provisional license.

(1) *Qualification for provisional license.* In accordance with Wis. Stats. § 125.185, a provisional license is available to an applicant who has met all the following criteria:

- a. The applicant has applied for a regular license;
- b. The applicant has submitted an application for a provisional license which authorizes only the type of activity allowed by the type of regular license applied for;
- c. The applicant meets all licensing requirements set forth in this section; and
- d. One of the following conditions exists:
 - 1. The Protection and Policy Committee has approved the applicant’s regular license application, but final approval of that application by the Common Council remains pending.
 - 2. The applicant has applied for a new regular license, following the sale or transfer of an existing business that held a City-issued regular license of the same type, and the provisional license is necessary to maintain the continuity of said business while approval of the new application is pending. The applicant must provide the Clerk with proof of control and/or occupancy of

the premises to which the provisional license will be issued before the Clerk will issue the provisional license.

3. The applicant held a City-issued regular license of the same type during the expiring licensing year and did not timely submit a renewal application because of excusable neglect on the part of the applicant.
4. An administrative error caused by the City resulted in a delay in the application.

(2) *Provisional License Applications.* A provisional license is available to an applicant for the same type of regular license if all the following conditions are met:

- a. The applicant has filed a complete regular license application form, as otherwise described in this section, for the same type of activity for which the provisional license is sought.
 - b. The applicant has paid the fees associated with the type of regular license applied for, as well as the provisional license fee, as provided in the City Fee Schedule.
 - c. The applicant qualifies for the type of regular license applied for, in accordance with Wis. Stats. § 125.04.
 - d. The applicant has not held another provisional license of the type applied for within the current license year.
 - e. The applicant has obtained all necessary approvals for the regular license from the Green Bay Police Department.
 - f. The applicant has obtained all necessary approvals for the regular license from the Inspections Division of the Department of Community and Economic Development, as required by Section 4-7(c)2.
 - g. For “Class B” license applications, the City’s quota under Wis. Stats. § 125.51(4) does not prohibit the City from issuing a “Class B” license.
 1. In accordance with Wis. Stats. § 125.185(5), provisional licenses are not available for reserve licenses.
 2. Issuance of “Class B” regular licenses will not exceed the number of available licenses under the City’s quota. In the event more regular license applications are received than there are licenses available under the City’s quota, no provisional licenses will be issued for any such applications.
- (b) *Expiration.* The provisional license expires sixty (60) days after it is issued, or upon approval or denial of the applicant’s regular license application, whichever occurs sooner. The provisional license may not be renewed.
- (c) *Revocation.* The Clerk may revoke the provisional license at any time if they discover that the provisional license holder made a false statement on the application.

4-6. Premise expansion on City property

- (a) *Approval.* The Common Council may authorize an establishment holding an alcohol beverage license to expand the licensed premise to include a sidewalk cafe approved for use by the Department of Public Works.
 - (1) *Expanded Premise.* The expanded premise is limited to property immediately adjacent and contiguous to the licensed establishment.
 - (2) *Application.* A licensee holding any Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license, as defined under Section 4-3, shall submit to the Clerk a separate application for Expansion of Licensed Premises on City property. The application shall include all the following:
 - a. A description and map of the area to be included in the expansion. The expanded area is subject to the requirements of Wis. Stats. Ch. 125 and this Code. Hand-drawn maps are acceptable.
 - b. Proof that the licensee has the right to occupy the City right-of-way. The licensee must obtain a revocable occupancy permit by applying through the Department of Public Works in accordance with Section 34-11.
 - c. A security plan indicating how the area will be monitored and secured to delineate area boundaries.
 - (3) *Possession of intoxicants on expanded premises owned by the City.* Individuals may consume intoxicating liquor or fermented malt beverages on any premises authorized under this section subject to the following:
 - a. Alcohol beverages shall only be served to patrons of the establishment. No carry in or carry out of alcohol beverages by any patron to or from the licensed shall be permitted, except as authorized by statute.
 - b. Each licensee serving alcohol beverages shall be responsible for monitoring the area to ensure that customers are of legal drinking age and that alcohol beverages are not impermissibly removed from the premises.
 - c. The sale of alcohol beverages shall be limited to the hours of 8:00 a.m. to 11:00 p.m. All alcohol shall be removed from the expanded premises no later than 11:30 p.m.
- (b) *Special Events.* An establishment holding an alcohol beverage licensee may apply for a temporary expansion of a licensed premises to a public area, by submitting an application to the Clerk. Expansion is limited to property owned or controlled by the licensee. A licensee may be authorized by a special event permit to utilize a street or park property, but may not sell alcohol in the public area. The temporary expansion of a licensed premise for a one-day or otherwise limited day event shall be approved by the Protection and Policy Committee.

Sec. 4-7. Licensing procedures.

- (a) *Common Council approval.* Applications complying with the provisions of this chapter and the Wisconsin Statutes shall be forwarded to the Common Council for action in the order in which they are filed, upon availability of a license type. The Common Council shall review

the application, the applicant's qualifications, and all other relevant factors and determine whether to grant the license application under the provisions of this chapter and the laws of the State of Wisconsin.

- (b) *Conditional approval.* The Common Council may place additional conditions upon a license consistent with the provisions of this chapter and the laws of the State of Wisconsin. Violation of any such condition shall be considered a violation of this section and grounds for suspension or revocation of the license.
- (c) *Administrative approval.*
 - (1) Prior to Common Council approval, the Chief of the Green Bay Police Department shall certify that the applicant has successfully completed a background check, completed business security plan and signed a stipulation agreement
 - (2) Prior to Issuance, the Chief Building Official shall certify that the premises complies with all applicable laws and regulations, including any applicable building code requirements. No license shall be granted for a premises not in compliance with such laws and regulations.
- (d) *Licensing fee.* Upon approval by the Common Council and Administrative Approval, the Clerk shall request a licensing fee pursuant to the Fee Schedule. The licensing fee must be paid prior to issuance of the license. The licensing fee is nonrefundable.
- (e) *Form and expiration of license.* All licenses shall be numbered in the order in which the application was accepted. The date of issuance, the fee paid, and the name of the licensee shall appear on said license. All retail licenses shall expire on June 30 following issuance, unless a license is issued as a 6 Month License, or unless sooner revoked. The Clerk shall affix a signature and seal to each license.
- (f) *License amendment.* A licensee may request change to the licensed premises by submitting a change of premises application to the Clerk. Changes to a licensed premises shall be approved by the Community and Economic Development Department – Inspections. Change of premises applications approved or denied by the Protection and Policy Committee.

Sec. 4-8. Inoperative licenses.

Any license that has not been in continuous use in a manner indicating an ongoing business for a period more than sixty (60) days shall be subject to revocation or nonrenewal, unless otherwise authorized by the Common Council.

Sec. 4-9. Revocations, suspensions, and nonrenewals.

- (a) *Intent; due process.* It is the intent of the Common Council that no license granted under this chapter be revoked, suspended, or nonrenewed without first affording the license holder the due process described herein, including an opportunity for a public evidentiary hearing.
- (b) *Grounds.* Licenses may be the subject of revocation, suspension, or nonrenewal proceedings as described in this section for any violation of Wis. Stats. Ch. 125 or of this Code including, but not limited to, the following:
 - (1) The running of a disorderly house as proscribed by Wis. Stats. § 125.12.

- (2) Activity by any licensee or operator that directly interferes with police officers or otherwise violates the law in a manner substantially related to the operation of the licensed facility.
- (3) Any violation of any health provision of this Code dealing with public health, welfare, and safety.
- (4) Any violation of the building, electrical, or plumbing provisions of this Code or a conditional approval plan letter issued by the Chief Building Official affecting the public health, welfare, and safety.
- (5) Any liquor-related violation involving juveniles as proscribed by Wis. Stats. Ch. 125, including, but not limited to, Wis. Stats. § 125.07.
- (6) Any violation of general statutory restrictions pertaining to licensed premises and operations as proscribed by Wis. Stats. Ch. 125 and this chapter.
- (7) Any failure to maintain the qualifications required of all license holders as detailed by Wis. Stats. § 125.04 and as modified by the conditions of this Code or as a condition of granting or renewing a license.
- (8) Any violation of any restriction, stipulation, or agreement entered with the City or signed in consideration of a license issued under this chapter or Wis. Stats. Ch. 125.
- (9) A lack of continuous use of the license in a manner indicating an ongoing business for a period exceeding sixty (60) days, in accordance with section 4-8.
- (10) The licensee no longer has legal ownership or control of the property included in the premises description. If a portion of the property remains under the licensee's ownership or control and not other reasons for revocation exist, the licensee may modify its licensed premises and continue to operate.

(c) *Correction Meeting.*

- (1) *Notice.* Whenever the Chief of Police determines that, on two (2) or more occasions within a twelve-month period, a licensee has violated any provision of this chapter or Wis. Stats. Ch. 125 in a manner resulting in enforcement action, the Chief may notify the licensee in writing. The notice shall contain the street address of or other description sufficient to identify the licensed premises, a description of the violations and enforcement actions that have occurred at the premises, and notice of the time and place at which the licensee is scheduled to meet with the Chief and the City Attorney as described in this section.
- (2) Any licensee receiving notice pursuant to subsection (1) shall meet with the Chief of Police or designee and the City Attorney or designee at the date and time prescribed in the notice. The parties shall review the problems occurring at the licensed premises. Within ten (10) days of this meeting, the licensee shall submit to the Chief and City Attorney an abatement plan to end the alcohol beverage-related violations and enforcement actions on the premises. The plan shall also specify the name, address, and telephone number of a person living within sixty (60) miles of the property who can be contacted in the event of further police, fire, or inspection contact. Additionally, the plan shall include a signed statement from the licensee indicating their understanding that if they fail to comply with the abatement plan or to take the actions discussed at the

meeting, the City may move forward with efforts to revoke, suspend, or not renew their license. An abatement plan shall remain active for one (1) year.

(d) *License revocation procedure.*

(1) *Complaint.*

- a. Any resident of the City may file a sworn written complaint with the Clerk alleging one or more of the grounds listed in Wis. Stats. § 125.12(2)(ag) about any licensee holding a license under this chapter.
- b. The City Attorney may commence revocation or suspension proceedings against a licensee by filing a formal complaint with the Clerk stating the specific violations comprising the grounds for the revocation or suspension. The City Attorney may initiate revocation or suspension proceedings against a licensee if:
 1. The licensee has been the subject of a correction meeting; and
 2. The licensee commits one or more subsequent violations of this chapter, Wisconsin's criminal code, or Wis. Stats. Ch. 125 which results in enforcement action.

(2) *Summons.* Upon the filing of a complaint under this subsection, the Common Council shall issue a summons signed by the Clerk commanding the licensee complained of to appear before the Common Council on a day and at a place named in such summons, not less than three (37) nor more than ten (1014) days from its date, and show cause why the license should not be revoked. Such summons shall be served with a copy of the complaint in accordance with Wis. Stats. Ch. 801 at least three (3) days before the time at which the licensee is commanded to appear.

(3) *Evidentiary hearing.* The Common Council shall conduct a hearing on a complaint filed under this section. Said hearing shall be governed by the provisions of Wis. Stats. § 125.12. The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing.

(e) *Council action.* At the conclusion of the evidentiary hearing, which may be held in open or closed session depending on the nature of the evidence to be produced, the Common Council, following deliberation in open or closed session, shall make one of the following determinations. The Clerk shall give notice of Council's action to the licensee.

- (1) No action shall be taken due to insufficiency of the evidence.
- (2) No action shall be taken at present because an accommodation on the part of the licensee has been reached.
- (3) A suspension of not less than ten (10) nor more than ninety (90) days shall be imposed.
- (4) The license shall be revoked.
- (5) The complaint shall be tabled pending disposition of pending criminal or Municipal Court proceedings, at which time the matter will be considered and a recommendation made.

(f) *Nonrenewal.* A license may be nonrenewed for any of the grounds identified in this section. Prior to April 15 of each year, the Clerk, shall identify any license for nonrenewal and provide

that recommendation to the Common Council for determination on renewal or intent to nonrenewal the license. If the Common Council determines it will not renew, a Notice shall be sent to the licensee stating the grounds for nonrenewal and the right to a hearing. The Notice shall include the specific reasons for the nonrenewal and include any supporting records. The licensee shall have ten (10) days to request, in writing, an evidentiary hearing on the nonrenewal of their license. This hearing shall be held before the Common Council pursuant to Wis. Stats. § 125.12(2)(b). The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing. The Clerk shall issue the licensee a Final Decision document stating the decision of the Common Council to grant the renewal or nonrenew the license within 5 days of the hearing.

- (g) *Appeal.* Appeal from the decision of the Common Council shall be to the Brown County Circuit Court within 30 days of the receipt of Final Decision.
- (h) *Return of licenses.* Licensed revoked or nonrenewed shall be returned to by the pool of available licenses by the Clerk after 30 days following a Notice of Final Decision.

Sec. 4-10. License restrictions.

- (a) *Statutory requirements.* Any license granted pursuant to this chapter to sell intoxicating liquor or fermented malt beverages shall be subject to the regulations, conditions, and restrictions imposed by Wis. Stats. Ch. 125. In addition, the City of Green Bay, pursuant to the authority of Wis. Stats. § 125.10, specifically adopts certain other restrictions and requirements by this section.
- (b) *Moratoria.* The Common Council may by resolution or ordinance establish an alcohol license moratorium in a specific geographical area.
- (c) *Restrictions on location.* No liquor license shall be issued for a premises when any portion of the structure housing the premises would be fewer than 300 feet from the entrance to a structure housing any established public school, parochial school, hospital, or church. Said restriction may be waived by a two-thirds vote of the Common Council. This subsection shall not apply to:
 - (1) Any premises for which a license under this chapter was issued on or before March 25, 2000, and which license has been continuously retained to date;
 - (2) Any premises for which a license under this chapter was issued prior to the occupation within 300 feet thereof of any school, hospital, or church building, and which license has been continuously retained to date;
 - (3) Any picnic license; or
 - (4) Any premises operated as both a restaurant and an establishment for which a Class "B" (beer) or "Class B" (liquor) license has been issued, where the principal business conducted is that of a restaurant.
- (d) *Closing hours.* For the purposes of this section, the term "open" shall mean allowing any person other than the licensee or an employee actively performing job-related duties to enter, loiter, or remain in or on the licensed premises.

- (1) A premises for which a “Class A” (liquor) license has been issued may remain open for the conduct of its regular business but may not sell intoxicating liquor between the hours of 9:00 p.m. and 6:00 a.m.
 - (2) A premises for which a Class “A” (beer) license has been issued may remain open for the conduct of its regular business but may not sell fermented malt beverages between 12:00 midnight and 6:00 a.m.
 - (3) No premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license has been issued may remain open between the hours of 2:00 a.m. and 6:00 a.m., except as otherwise provided in this section. On Saturday and Sunday, no premises may remain open between 2:30 a.m. and 6:00 a.m. On the Sunday that daylight saving time begins, as specified in Wis. Stats. § 175.095(2), no premises may remain open between 3:30 a.m. and 6:00 a.m.
 - (4) On January 1, premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (Wine) license has been issued are not required to close.
 - (5) No licensee or person in charge of a premises for which a Class “B” (beer) or “Class B” (liquor) license has been issued may sell alcohol beverages in their original unopened packages, containers, or bottles for consumption away from the premises between the hours of 12:00 midnight and 6:00 a.m.
 - (6) No establishment for which a “Class C” (liquor) license has been issued shall sell wine in an original bottle or container for consumption either on or off the premises where sold between the hours of 12:00 midnight and 6:00 a.m.
 - (7) Bowling centers, golf courses, movie theatres, painting studios, indoor golf and baseball facilities, racetrack grounds, indoor horseshoe-pitching facilities, curling clubs, golf clubs, and golf clubhouses may remain open for the conduct of their regular business pursuant to the hours of operation specified by its license type. An establishment remaining open for the purpose of its regular business must, always allow for open public access to the licensed establishment after such closing hours. When a question arises as to whether an establishment is open for a purpose other than selling alcohol beverages, the burden shall be on the licensee to demonstrate such other purpose.
 - (8) No person shall loiter in a licensed establishment after closing hours.
- (e) *Disorderly house.*
- (1) *Duty to maintain order.* A licensee under this section shall have a duty to maintain order and peace in and around the licensed premises. This duty shall extend to and include any parking lot or facility adjacent to and servicing the licensed premises.
 - (2) *Police power to close licensed premises.*
 - a. *Police Department.* The Police Department may order any disorderly house closed until 8:00 a.m. the following day when, in the reasonable view of the Department, the licensee or person in charge failed to maintain peace and order, or the Department otherwise believes that the public peace and safety is served by such closing by reason of threat to the bodily security, property, or peaceful repose of any member of the public.

- b. *Department of Community and Economic Development, Inspection Division.* The Inspection Division of the Department of Community and Economic Development may order the temporary suspension of a license under this chapter where an imminent health hazard exists on the licensed premises pending a hearing pursuant to Section 10-24. Such closing may act as grounds for suspension or revocation of a liquor license privilege under this chapter.
 - c. *Brown County Health Department.* The Brown County Health Department may order a licensed establishment to temporarily close due to code violations until such time that those violations are remedied (Brown County Ordinance Ch. 37 Public Health and Wis. Stat. § 33.124).
- (3) *Open containers.* For the purposes of this section, “open container” refers to an alcohol beverage which is no longer sealed in its original container nor sealed by the licensee with a tamper-evident seal, and which is removed from the licensed premises for purposes of off-premises consumption.
- a. *Prohibited.* A licensee or person in charge shall not allow the sale, service, consumption, or carry out of alcohol beverages in open containers outside of the licensed premises. This section is not intended to prohibit the sale of alcohol beverages for off-premises consumption in containers with a tamper-evident seal as allowed by state law.
 - b. *Exemption.* This subsection shall not apply to the carry out of fermented malt beverages in open containers from a licensed premises to a special event premises licensed to fermented malt alcohol beverages if all the following apply:
 - 1. The fermented malt beverage is carried from the licensed premises to the adjoining special event premises.
 - 2. The fermented malt beverage is carried off the licensed premises in a container that does not contain glass.
 - c. Notwithstanding the exemption, no open container may be carried from a special event premises to any licensed premises or from one licensed premises to another licensed premises.
- (f) *Outdoor areas.*
- (1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled outdoor area for use no more than three (3) consecutive days and no more than ninety (90) days in a licensing year. The inclusion of the outdoor area in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment.* A licensee may apply to amend its licensed premises to include an outdoor area. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.

- (3) *Fencing*. Outdoor areas shall be delineated by temporary fencing or similar barrier capable of limiting ingress and egress to licensed areas, unless additional egress is needed for a public safety purpose.
 - (4) *Noise*. No musical instruments, radios, juke boxes, or other means of electric sound amplification may be used or operated in a licensed outdoor area after 10:00 p.m., unless a permit has been granted by the Chief of Police pursuant to Section 24-146(e) of this Code or Section 39.01 of the Brown County Code of Ordinances.
 - (5) *Unlicensed outdoor area*. An unlicensed outdoor area adjacent to and used in conjunction with the licensed premises shall not be used for the purpose of serving or consuming alcohol beverages.
 - (6) *Licensee responsibility*. Any licensed outdoor area is subject to all regulations of this chapter and Wis. Stats. Ch. 125.
 - (7) *Maintaining order*. The licensee shall maintain peace and order over any outdoor area adjacent to and used in conjunction with a licensed premises whether said outdoor area is licensed. Violation of this section may result in the Police Department exercising its authority under this section to order any outdoor premises or the entire licensed area closed in the public interest.
- (g) *Licensed patio*.
- (1) *New applications*. The premises, as described in a license application under this chapter, may include a privately owned or controlled patio. The inclusion of the patio in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment*. A licensee may apply to amend its licensed premises to include an patio. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.
 - (3) *Immediately adjacent*. A licensed patio must be immediately adjacent to the indoor portion of the licensed premises. For purposes of this section, a patio is immediately adjacent if it can be accessed from the indoor portion of the licensed premises without crossing any unlicensed area.
 - (4) *Barrier*. A licensed patio must be enclosed by a permanent fence, structure, or other barrier that clearly delineates the separation from licensed to unlicensed area. The fence, structure, or other barrier must be at least three (3) feet in height and must clearly separate the licensed premises from any non-licensed area. Photographs of the barrier shall be provided with the application.
 - (5) *Ingress*. Access to a licensed patio shall be through an indoor licensed area. Ingress to a licensed patio from an unlicensed area should be limited to safety purposes only. Egress to an unlicensed area without the ability to return shall not be limited, to permit egress for safety purposes.

(h) *Online ordering and curbside pickup of alcohol beverages.*

- (1) *Premises.* No establishment shall allow the online purchase of alcohol beverages and curbside delivery of such purchases (hereinafter, “click and collect”) without first submitting a request to the Clerk to amend its liquor license premises description to include that portion of the establishment’s parking lot that will allow purchasers to park their vehicles for purposes of picking up their online orders. This request must be approved by the Common Council.
- (2) *Operation Plan.* Along with its amendment request, the licensee shall file a detailed operation plan that clearly details how its “click and collect” operation will function. The plan shall include the licensee’s protocol for ensuring that underage persons and intoxicated persons do not pick up alcohol via “click and collect.” If the licensee fails to provide a detailed operation plan with its amendment request, the Clerk shall not forward the request to the Protection and Policy Committee for consideration.
- (3) *Sale.* No establishment holding a license under this chapter shall allow the online purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises.
 - a. Payment for the purchase must be completed on-premises and may not be completed until the purchaser is at the licensed premises and has presented a valid photo identification that has been verified by a licensed operator employed by the establishment.
 - b. The licensed operator must verify that the person picking up the “click and collect” order is the same person who placed the order and is present in the vehicle into which the order is loaded.
 - c. The sale and delivery of “click and collect” purchases shall be made only by a licensed operator.
 - d. No alcohol sales are permitted if the purchaser fails to present valid photo identification.
 - e. The “click and collect” system must allow the purchase of alcohol to be denied without affecting the remainder of the purchase.
 - f. The establishment must capture and retain an image of the vehicle into which each “click and collect” order is loaded for thirty (30) days.
 - g. For each “click and collect” transaction, the establishment must record and retain the following information for thirty (30) days:
 1. The name of the purchaser.
 2. The type of identification card presented and the number and expiration date of that identification card.
 3. The purchaser’s date of birth.
 4. The license plate of the vehicle into which the order is loaded.

- h. If the “click and collect” purchaser is in the vehicle into which the order is loaded but is not the driver, the licensed operator must verify that the driver is 21 years of age or older through valid photo identification stating the driver’s date of birth.
 - i. The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and, in conjunction with the manager, shall assess sobriety for purposes of approving or denying the sale.
 - j. The pick-up area for “click and collect” purchases shall be clearly defined with visible markings, signs, and/or barriers.
- (4) *Hours.* No licensee holding a Class “B” (beer) or “Class B” (liquor) license shall permit the pick-up of “click and collect” orders between the hours of 12:00 midnight and 6:00 a.m. No licensee holding a Class “A” (beer) license or “Class A” (liquor) license shall permit the pick-up of fermented malt beverages between the hours of 12:00 midnight and 8:00 a.m., nor the pick-up of intoxicating liquor between the hours of 9:00 p.m. and 8:00 a.m.
- (5) No events or activities requiring a license under this chapter other than the delivery of “click and collect” orders are permitted on the expanded premises.
- (6) *Penalty.* Any licensee or person who violates any provision of this subsection shall be subject to a forfeiture of not less than \$250.00 nor more than \$1,000.00, plus court costs and fees.
- (i) *Area for liquor sales on “Class A” (liquor) licensed premises.*
- (1) In the interest of limiting juvenile access to alcohol beverages at retail establishments, and in the interest of promoting effective, unhampered, and efficient enforcement of such provisions as they relate to juveniles, no “Class A” (liquor) license shall be granted for any premises where the principal business conducted thereon is other than the sale of alcohol beverages, unless the establishment has:
 - a. A separate area with the ability to lock that portion of the premises during non-sale hours;
 - b. 24-hour surveillance camera(s) with recordings that are available to law enforcement upon request; and
 - c. Signage informing minors that they must be 21 years of age to purchase alcohol.
 - (2) If a question arises as to what principal business is being conducted on a premises, the burden of proof shall be on the applicant or licensee.
 - (3) A violation of this provision can act as grounds for revocation or nonrenewal of a liquor license under this chapter.
- (j) *Restrictions on use of picnic license; licensed operator required.* No person holding a picnic license, as defined in Section 4-1, shall permit the sale of fermented malt beverages unless a person holding an operator’s license issued under this chapter is directly supervising and in control of the area(s) in which the sale of fermented malt beverages occurs. Where two (2) or more areas of sale are used, at least one (1) licensed operator must be present and supervising each area of sale.

- (k) *Violation of stipulation or agreement.* No licensee may violate a provision of a stipulation or other agreement entered with the City or signed in consideration of a license issued by the City under this chapter or Wis. Stats. Ch. 125. Any licensee who violates this provision may be subject to suspension, revocation, or nonrenewal of their license under Section 4-8 or other penalty under Section 4-11.
- (l) *Allowing entry.* No licensee or person in charge may refuse entry to a police officer, peace officer, or agent of the Department of Revenue to the licensed premises at any reasonable time to determine compliance with this chapter and Wis. Stats. Ch. 125. The term “reasonable time” includes, without limitation, all times when the premises is open.
- (m) *Premises capacity.* Every Class “B” (beer) and “Class B” (liquor) licensed establishment shall display a sign stating the maximum number of persons permitted on the premises by this Code, the Wisconsin Administrative Code, and/or the International Building Code. The sign shall be placed in a conspicuous place at the main entrance to each premises. The sign shall have the following wording: "Limit (number) persons." The lettering shall be white on a dark background. The letters shall not be less than one and one-half (1½) inches in height and the number shall not be less than three (3) inches in height. No licensee or person in charge of a premises shall allow more persons on the premises than the maximum number posted thereon.

Sec. 4-10. Operator’s license.

- (a) *Applications.*
 - (1) Application for an operator’s license shall be made to the Clerk on a form supplied by the Clerk’s Office. All applications shall be accurately completed in their entirety or shall be rendered void by the Clerk.
 - (2) The license fee as provided in the City Fee Schedule shall be submitted with the application.
 - (3) Upon receipt of an application, the Clerk shall forward the application to the Police Department for verification of the veracity of the application as well as research into the qualifications of the applicant in accordance with the requirements of Wis. Stats. § 125.04.
 - (4) An operator license may be granted by the Common Council without further review in the event the Police Department approves of the application.
 - (5) The license shall be issued for a period of two (2) consecutive licensing years. At all times while engaged in activities requiring a license issued pursuant to this section, the licensee shall keep the following items available for production upon request of any City or State inspecting officer:
 - a. Their operator’s license; and
 - b. A valid form of identification issued by a governmental agency containing a photograph of the licensee.
- (b) *Provisional license.* The Clerk shall be authorized to issue a provisional operator’s license upon receipt of a regular operator’s license application. The requirements and provisions of Wis. Stats. § 125.17 relating to provisional operators’ licenses are hereby adopted and made

part of this Code as if set forth fully herein. Future amendments are also adopted prospectively, incorporated herein, and intended to become a part of this Code.

(c) *Denial of operator's license.*

- (1) If the Police Department determines that any portion of the application is false or that the applicant does not possess the qualifications under Wis. Stats. § 125.04, the license may be denied by the Police Department.
- (2) The Police Department shall notify any applicant so denied.
- (3) Any applicant whose application has been denied by the Police Department may appeal such determination to the Protection and Policy Committee. Upon appeal, the Protection and Policy Committee shall determine if the applicant possesses the qualifications of Wis. Stats. § 125.04. After making such determination, the Protection and Policy Committee shall forward its recommendation to the Common Council.

(d) *Issuance of license.* The Clerk shall not issue an operator's license until all requirements of this section have been satisfied.

Sec. 4-11. Penalties.

- (a) *Forfeiture.* Any person violating a provision of this chapter where no penalty is specified, and except as described in subsection (d), shall be subject to a forfeiture of not less than \$1.00 nor more than \$500.00 for each offense.
- (b) *Specific violations.* Any person violating Wis. Stats. §§ 125.07(1) and (4), 125.085, or 125.09(2), as adopted in Section 4-2, shall be subject to the penalties provided therein.

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 _____, 2023.

APPROVED:

Mayor

ATTEST:

Clerk
[Date]



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # O.4

To hold until the next Protection & Policy Committee meeting an appeal by Gregory and Jennifer Van Den Nelzen, 3486 Yorkshire Rd, regarding Building Inspector ORDER 22-1588-106, Case #132019, issued November 4, 2022.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

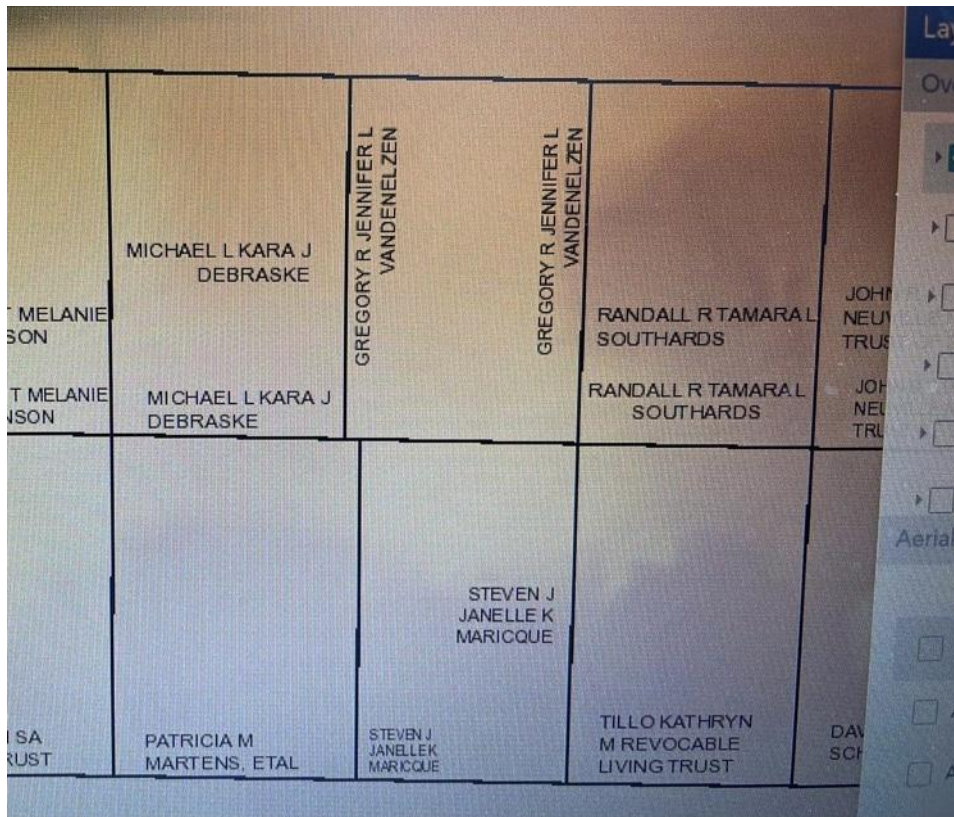
1. 3486 Yorkshire Rd Violation Appeal_Policy and Protection Committee
2. Attachment A_Violation Notice Nov 2022
3. Attachment B_Violation Notice_updated Feb 2023
4. Attachment C_Complaint 2021
5. PP Meeting - 3486 YORKSHIRE DR Packet

SUMMARY

-In Fall 2020 we had an inground pool professionally installed by Pool Works Inc in the backyard of our home at 3486 Yorkshire Rd. We worked with the City of Green Bay to pull all of the necessary permits (for both the pool and the fence) and the project was inspected and approved multiple times throughout the process. Upon completion of the pool installation Pool Works hauled away the fill that had been excavated and did a rough grade of our property. We then had a fence installed around the perimeter of our property (in keeping with municipal code pertaining to the installation of a pool), taking care to not change the elevation at the property line so as to avoid any stormwater runoff issues. We brought in 20 yards of topsoil which was spread across our entire front and back yards so that we could plant grass (Municipal Code indicates that a permit is required if 100 yards of dirt or more is brought in). This amounted to approximately 1" of topsoil once distributed.

-On 11/8/2022 (two years after the installation of our pool), we received a letter from the City indicating we had violated municipal code (*Attachment A*) and accusing us of intentionally draining stormwater onto the neighboring property to the south with no attempts to mitigate. This is the first we had heard of any issues purportedly caused by our property and according to the letter we had until 12/4/2022 to install a mitigation system which was subsequently quoted at approximately \$20,000 and would require us to drain all of the stormwater off of the neighboring property to the south through our yard and out to the storm sewer on our street. The property alleging these complaints regarding stormwater also made complaints against two additional neighboring properties that had constructed large sheds and raised the property at the back corner of their lots in 2021.

-The implication that we are contributing in a meaningful way to a stormwater issue on the neighboring property to the south is wholly untrue as we have taken extensive efforts to improve stormwater management on our property since purchasing it in 2019. When we purchased our property the backyard was primarily made up of dirt and dying trees. We have since planted six new healthy trees as well as planted grass across the backyard which significantly improves stormwater retention. We have also installed an inground pool which essentially acts as a retention pond. The implication that we have done nothing to control the water on our property is false. The neighboring lot lodging the complaints is the original homeowner on that property and when they built their home they graded their lot with a slope from front to back, which would naturally push their own stormwater to the back of their lot. As long as we have owned our home (since 2019), the neighboring lot to the South has had a large amount of pooled water at the back of their lot whenever there is significant rain. There has been no visible change to this that we have seen, so the suggestion that we have somehow now contributed to this problem and created a nuisance by installing a pool is untrue. Important to note is that according to Brown County GIS records, our property is at a lower elevation than the neighboring properties (see below).



Land elevation map from Brown County, 2020. The darker areas are higher elevation, lighter areas are lower elevation. The Maricque property is the one alleging that our property (Van Den Elzen), the Southards property and the Tillo property are intentionally draining stormwater onto their property and they have claimed that this has resulted in basement flooding and damage to their home. Of note, the Southards and the Tillo properties constructed raised sheds at the back corner of their properties in 2021 that borders the Maricque property. Our pool was completed in November 2020. The complaints from the Mariques to the City began in August of 2021 according to the records from the City.

-We have been prompt and clear with our communication with the City, despite the slow response times and an unwillingness by the inspectors issuing the violation notice to provide any concrete evidence that we have violated any state or municipal code. Not only does correlation not prove causation, but the timeline of our pool construction and the start of the complaints do not even align. The legal standard indicates that the burden of proof lies with the City to provide clear and convincing evidence that we have violated Municipal Code. As we were not provided this proof, we filed an open records request with the City on 12/6/2022 and received an extension from the inspector's office until which date we received the results of this open records request. After an initial response to the open records request in January 2023 in which the inspector's office withheld the majority of the records, we have now received a more full response and would like to appeal the unfounded Violations Notice we received. The current deadline set by the inspector's office for us to take action is 2/24/2023 (*Attachment B*).

DOCUMENTATION FROM CONVERSATIONS AND THE OPEN RECORDS REQUEST

-When we initially received the Violation Notice letter on 11/8/2022 we reached out to the City by email that very same night as well as by phone the very next morning. We were not granted an initial meeting with the inspectors until a date after which the first deadline they had imposed on us had already passed. Also of importance to note is that according to the inspectors they had been working on this 'issue' for quite some time but waited until a full year and a half had passed before involving us in the conversation. They also admitted to requiring no proof from the complaining property to validate their allegations.

-In a conversation with City Inspector Erik Wasilewski on 11/28/2022 he indicated that his department had received 'near daily phone calls and emails' from the property to the south regarding stormwater issues created by our property and as well as against two neighboring properties. The results of our open records request indicated only two complaints had been made - one in August 2021 and one in May of 2022. The August 2021 complaint (*Attachment C*) shows that the complaint was closed out as a private matter with no action the City should take according to Municipal Code. Evidence of the May 2022 complaint was found in an email within the results of the open records request (below). Furthermore, in this conversation with Erik he admitted that if there was an issue it should have been brought to our attention in 2020 when our pool was constructed and inspected. He also used the exact words 'this is DPW's fault.' I am unclear exactly what he meant by that.

From: Jessica Deal <Jessica.Deal@greenbaywi.gov>

Sent: Wednesday, May 4, 2022 11:24 AM

To: Scott Nelson <Scott.Nelson@greenbaywi.gov>; Jason Sladky

<Jason.Sladky@greenbaywi.gov>; Erik Wasilewski

<Erik.Wasilewski@greenbaywi.gov>

Subject: COMPLAINTS

Hi all,

Had a call from a Janelle has some issues with neighbors at 3486 & 3490 Yorkshire and 3495 Edinburgh regarding water discharging from down spouts and sump pumps and a construction site into her yard and causing issues. There are 2 open complaints for these issues 3489 Yorkshire and 3495 Edinburgh; 3486 Yorkshire has been closed out. If someone could please call her back to get an update or what the next step would be.

I am sending this to all of you as you all have at least one of the complaints under your name.

Thank you in advance!!

Jessica Deal

Administrative Clerk

City of Green Bay

Community & Economic Development Department

-We met at City Hall on 12/1/2022 with City Inspector Erik Wasilewski and his supervisor Paul Van Calster. Paul indicated his belief was that our property was a minor contributor to the

stormwater issue on the neighboring property to the south and the other two neighboring properties that had constructed large sheds close to the property lines were the major contributors. We disagreed that our property was a contributor to stormwater runoff into the neighboring property to the south in a significant or unreasonable way. We did not concede that we would perform any mitigation measures. We did agree in good faith to have a contractor out to our property to assess the situation and provide an estimate for the work the City is ordering. Paul supplied the name of Champion Plumbing as a good contractor to use (we later found that the company is actually called Champion Trenching). Also of note during this meeting was Paul's assertion that the reason this is now an issue that must be addressed is that the neighboring property to the south reports they have sustained damage to their basement due to flooding. No proof of this damage has been provided. Paul indicated he believed that the stormwater pooling at the back of this property's yard was causing the water table to rise in that neighbor's yard specifically and then subsequently flooding their basement. He believed this was due to our property as well as the two other properties accused of draining water improperly onto the complaining property's yard. We disagreed with this assertion.

-On the recommendation of inspectors Paul and Erik from the City, I called Kevin at Champion Trenching on 12/1/2022 to obtain an estimate for the work ordered by the City. Kevin indicated he had been doing this type of work for 27 years and he had never heard of the City ordering a resident to connect into the storm sewer. Kevin sent one of his team members, Steve, out to our property to review the situation and provide an estimate. When Steve arrived shortly thereafter he was equally as surprised that the City was ordering us to do work as he did not see a drainage issue with our property and found that the most effective solution would be for the neighboring property to the south that made the complaints to install their own backyard inlet to drain their water to the storm sewer on their street.

-On 12/3/2022 I spoke with a geotechnical engineer and verified that the regional water table is 4 ft BGS, which means that basements in this neighborhood are in contact with water regardless of whether the water table were to rise due to stormwater. If the complaining property's basement flooded specifically due to the water table, it would be more likely that it was a faulty sump pump. Furthermore, the soil infiltration is low in this region, meaning that pooled stormwater cannot easily or quickly affect the water table. The City's assertion that stormwater pooling in the complaining property's backyard would cause their basement to flood is not supported by the evidence. It was the opinion of the geotechnical engineer that the reported basement flooding was more likely due to that property's roof drains, or a break in the water line, or as stated previously, due to a sump pump failure. The geotechnical engineer also pointed to the County's elevation map, which clearly shows our lot as the lowest amongst all lots neighboring ours. An additional point of consideration is that the installation of the pool on our property would actually aid in stormwater retention, not increase runoff, as it would act to pond/pool stormwater.

-On 12/6/2022 I received an email from Jason Sladky, DPW Plumbing Inspector from the City indicating they had reason to believe that there may be piping buried in our yard that is conveying water to the neighboring property to the south. I was surprised by this accusation but agreed to allow him to come to our property to dig for this alleged pipe.

-On 12/7/2022 Erik (City Inspector) and Jason (City Plumbing Inspector) came out to our property with a shovel and a probe to determine whether we had any illegally buried pipes. They concluded that we do not have any illegally buried pipes. Jason indicated he did not find any plumbing violations on our property and would be reporting this back to his supervisor (Paul Van Calster). Jason also indicated that he discovered yesterday when reviewing one of the other neighboring properties (the Tillo Property) that they had found the source of excess water being diverted onto the complaining property's yard.

-I sent multiple emails and left multiple voicemails for the Inspector's Office following the encounter on 12/7/2022 and finally on 12/16/2022 I received notice that the Inspector's Office would grant us a second 30-day extension while we awaited the response to our open records request. The Inspector's Office asserted that they still believed we were at fault despite the Plumbing Inspector not finding any plumbing code violations on our property.

-On 1/6/2023 I received a phone call from Erik Wasilewski at the City thanking me for my patience and updating me that he would like to speak with his supervisor, Paul Van Calster, after he returns from vacation to discuss whether the orders to us might be updated given their findings on the other two neighboring properties where sheds had been built. He does still believe that we raised our property and this resulted in some change of stormwater flow, but he acknowledged that 90% or more of the issue was being created by the other two properties in question, not ours. He also conceded that installing some type of inlet or drain on our property would not be necessary. He indicated the potential to still need to connect one of our downspouts into the storm sewer. I pushed back on this again saying that both contractors we reached out to reviewed the property and disagreed that stormwater mitigation on our property would address the stormwater issues on the complaining property to the south of us. Erik used the exact words 'you are right Jen' with regards to my assertion that we are not responsible for the drainage issues on the complaining property to the south. He also agreed that perhaps waiting to see how the mitigation efforts on the other two properties affected things might be a good approach. Erik thanked me again for my patience and said that he would speak to his supervisor Paul next week and call me back. He also indicated they will continue to issue 30-day extensions as needed with no penalty.

-On Thursday 1/12/2023 I sent an email to Erik as a follow up to our phone call the previous week, asking him for an update and also indicating that he should consider this email my formal request for an extension on the 1/18/2023 deadline. I did not receive a response to this email.

-On 1/18/2023 I left another voicemail for Erik requesting an extension and to discuss this issue. In response I received an email from Erik with a copy of revised orders extending our deadline to pull a permit until 2/3/2023 and the deadline to conduct the requested work by 6/1/2023. I called and left another voicemail as well as followed up with an email to communicate to Erik that we will not pull a permit or conduct any work until we receive the requested records as the burden of proof is on the City to provide clear and convincing evidence that we are creating this problem and that the mitigation effort they are proposing would solve this problem.

-On 1/25/2023 I received an email from Deanna in the City Attorney's office with the formal response to my open records request from 12/6/2022. Attached to the email was a 42 page pdf filled with only emails I had sent to the City with regards to the orders we received, also at the end of the email were a few photographs dated August of 2021 of the neighboring backyard to the south issuing the complaints and our fenceline. There was not a single email complaining about our property within the response to my open records request. I called Deanna and stated my concern that information had been withheld as both Paul Van Calster and Erik Wasilewski from the City had indicated to us that they had received 'near daily phone calls and emails' complaining about our property over the last year and a half as well as had claimed to have photo and video evidence of water 'pouring off of our property' onto the neighboring property. Deanna indicated she would follow up with Erik and also do an email search of her own. She said there was no legal reason we shouldn't have access to these records if they do exist.

-On 2/1/2023 Received an email from Deanna in the City Attorney's office with a supplemental response to our open records request, this time it included copies of the original complaint report in 2021 as well as a variety of internal emails regarding our property. I emailed Erik at the City formally requesting an extension on the 2/3/2023 deadline to pull a permit as I now finally had a response to my open records request and needed time to review the information. Within the emails provided to me from the open records there is documentation of Paul Van Calster receiving pushback from other City employees that there are 'red flags' with his intention around our property. There is also no documentation of proof that stormwater is flowing off of our property onto the neighboring property to the south, despite Paul and Erik asserting in a previous meeting that they had photos and videos depicting this.

-On 2/6/2023 I received an email from the inspector Erik at the City granting us an extension until 2/24/2023 to submit a plan and pull a permit. He indicated that he spoke with his supervisor Paul Van Calster and this is the final extension they will grant. The deadline for work to be completed is 6/1/2023. We continue to maintain that we will not do any work on our property unless the City provides us with evidence that there is a code violation.



Community & Economic Development Department
100 North Jefferson Street • Room 608
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3300
Fax 920.448.3426

To: **GREGORY VANDENELZEN**

**3486 YORKSHIRE RD
GREEN BAY WI 54311**

November 04, 2022

Case #: **132019**

(Initial Inspection 11/4/2022)

Property Address: 3486 YORKSHIRE DR, 22-1588-106

Dear Property Owner:

An inspection was recently conducted at your property. Results of this inspection identified Municipal Ordinance violation(s) that need to be addressed by you, the property owner. Please note the "Correct By" date for correcting each item listed below. Unless I hear from you prior to the Correct By date(s), a re-inspection to check for compliance will be performed on or shortly after each date listed. The City greatly appreciates your effort and commitment to improving the quality of life in our neighborhoods. **Please contact me directly** if you have any questions regarding this notice. Again, thank you for maintaining your property in a code compliant condition.

Erik Wasilewski, Building Inspector
(920) 448-3314 Erik.Wasilewski@greenbaywi.gov

Violations Notice:

Order Number	Findings	Correct By	Inspector Comments
	Hello, We are writing these orders as a result to the numerous complaints due to stormwater issues that have been created and the immediate need to get the issues resolved by the contributing properties involved. The construction that has taken place on your property as well as your neighbor's properties is causing a significant nuisance to another neighboring property. <u>We</u> have come up with a solution that will help resolve these outstanding issues and eliminate as much of the direct flow of water off of your property and on to your neighbors. We will require you to handle the stormwater on your own property as necessary through these included orders. Please read through your orders and call with any questions. Thanks, Erik	12/4/2022	
GBMC	RAIN GUTTERS LOCATED WITHIN 6' OF A PROPERTY	12/4/2022	

	LINE MAY NOT BE DIRECTED TOWARD THE NEIGHBORING PROPERTY		
SPS 382.38-1	DISCHARGE OF STORM WATER TO SURFACE AREA MAY NOT CREATE A NUISANCE	12/4/2022	
	Storm water and ground water discharges may not create a nuisance. You currently are contributing to water running off your property directly on to your neighbors property without any attempt to control the water on your own property. You must connect the rear yard downspouts around the house and connect to the front yard into the storm sewer pipes. You must also install a rear yard inlet at the lowest point of your backyard (southwest corner area along fence line) to be connected into the storm sewer as well and properly grade area to drain. This rear yard inlet will be connected to another rear yard inlet in your neighbor's backyard to the south where the nuisance is located. See attached drawing. These need need and installed prior to the date shown.	12/4/2022	
15.05(1)	BUILDING PERMIT REQUIRED. No person shall erect or construct any building or structure, or shall add to, enlarge, move, improve, alter, convert, extend, or demolish any building or structure or cause the same to be done, or shall commence any work covered by this chapter on any structure without first obtaining a building permit. Additional work requiring permits includes the construction of sheds, fences and replacement of or additions to driveways. Owner shall obtain a building permit.	11/18/2022	

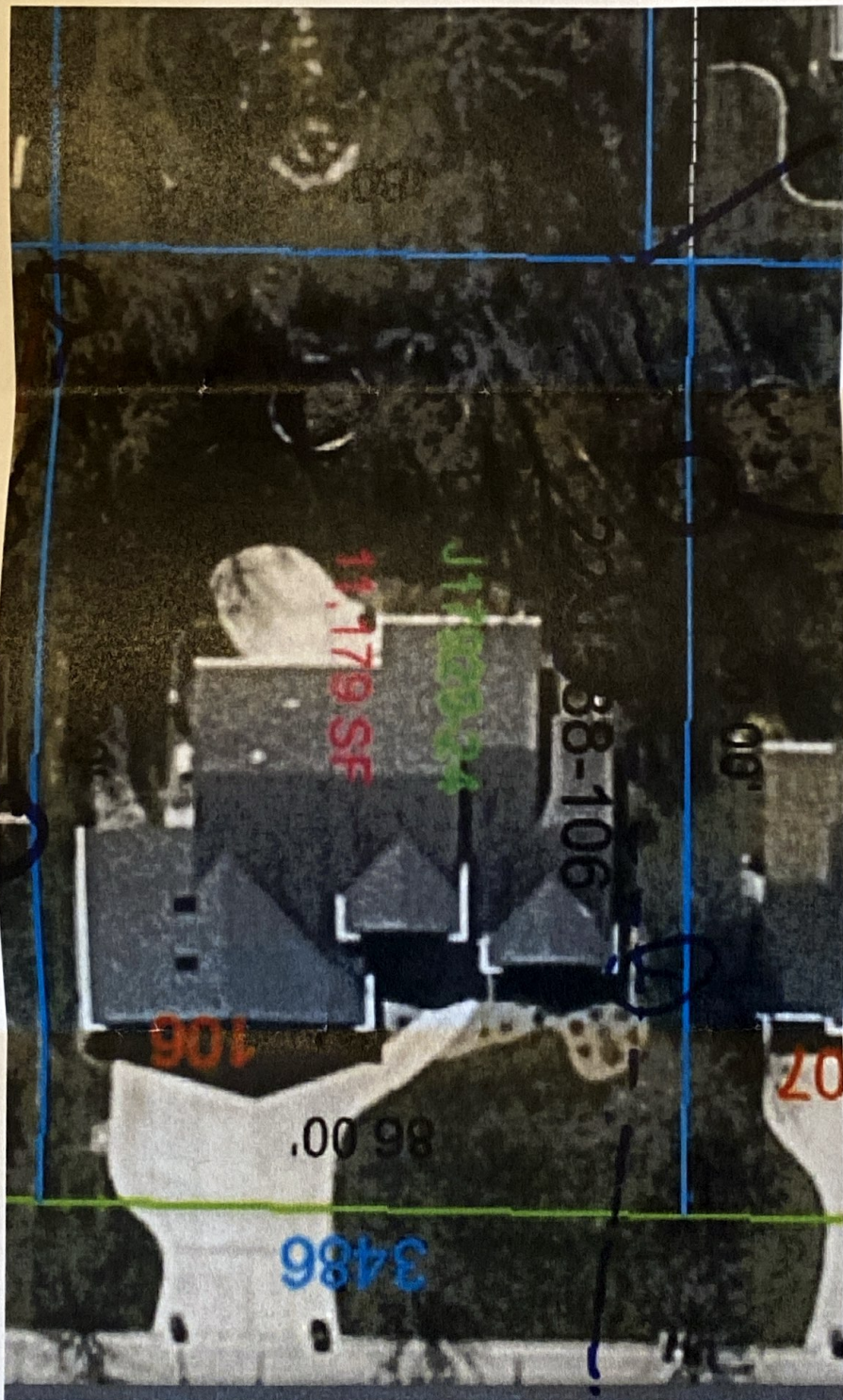
All cited violations must be corrected by the date(s) indicated above unless an extension of time is granted. A re-inspection fee in the amount of fifty dollars (\$50) will be assessed for each re-inspection required after the above noted correction date or extension date passes and the property is still in non-compliance. In addition, each day that violations continue after this notice shall constitute a separate offense and may be subject to additional re-inspection fees and/or the issuance of Municipal Court citations.

An owner of real property shall give notice to any purchaser that a notice has been issued concerning code violations, where the condition giving rise to the notice of violation has not been corrected.



Erik Wasilewski, Building Inspector
(920) 448-3314,
Erik.Wasilewski@greenbaywi.gov

November 04, 2022
Date



STUB
ON
INLET

NEW
YARD
INLET



Community & Economic Development Department
100 North Jefferson Street - Room 608
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3300
Fax 920.448.3426

To: **GREGORY VANDENELZEN**
3486 YORKSHIRE RD
GREEN BAY WI 54311

February 06, 2023
Case #: **132019**
(Initial Inspection 11/4/2022)

Property Address: 3486 YORKSHIRE DR, 22-1588-106

Dear Property Owner:

An inspection was recently conducted at your property. Results of this inspection identified Municipal Ordinance violation(s) that need to be addressed by you, the property owner. Please note the "Correct By" date for correcting each item listed below. Unless I hear from you prior to the Correct By date(s), a re-inspection to check for compliance will be performed on or shortly after each date listed. The City greatly appreciates your effort and commitment to improving the quality of life in our neighborhoods. **Please contact me directly** if you have any questions regarding this notice. Again, thank you for maintaining your property in a code compliant condition.

Erik Wasilewski, Building Inspector
(920) 448-3314 Erik.Wasilewski@greenbaywi.gov

Violations Notice:

Order Number	Findings	Correct By	Inspector Comments
	Hello, We are writing these orders as a result to the numerous complaints due to stormwater issues that have been created and the immediate need to get the issues resolved by the contributing properties involved. The construction that has taken place on your property as well as your neighbor's properties is causing a significant nuisance to another neighboring property. We have come up with a solution that will help resolve these outstanding issues and eliminate as much of the direct flow of water off of your property and on to your neighbors. We will require you to handle the stormwater on your own property as necessary through these included orders. Please read through your orders and call with any questions. Thanks, Erik		
SPS	DISCHARGE OF STORM WATER TO SURFACE AREA	11/4/2022	

382.38-I	MAY NOT CREATE A NUISANCE		
	Storm water and ground water discharges may not create a nuisance. You currently are contributing to water running off your property directly on to your neighbors properly without any attempt to control the water on your own property. You must connect the rear yard southwest downspout around the house and connect to the front yard into the storm sewer pipes.	6/1/2023	
15.05(1)	BUILDING PERMIT REQUIRED. No person shall erect or construct any building or structure, or shall add to, enlarge, move, improve, alter, convert, extend, or demolish any building or structure or cause the same to be done, or shall commence any work covered by this chapter on any structure without first obtaining a building permit. Additional work requiring permits includes the construction of sheds, fences and replacement of or additions to driveways. Owner shall obtain a building permit.	2/24/2023	
GBMC Sec. 8-360	A plumbing permit is required prior to the installation of plumbing. There will be a permit required for the necessary work on this property	2/24/2023	

All cited violations must be corrected by the date(s) indicated above unless an extension of time is granted. A re-inspection fee in the amount of seventy-five dollars (\$75) will be assessed for each re-inspection required after the above noted correction date or extension date passes and the property is still in non-compliance. In addition, each day that violations continue after this notice shall constitute a separate offense and may be subject to additional re-inspection fees and/or the issuance of Municipal Court citations.

An owner of real property shall give notice to any purchaser that a notice has been issued concerning code violations, where the condition giving rise to the notice of violation has not been corrected.



Erik Wasilewski, Building Inspector
(920) 448-3314,
Erik.Wasilewski@greenbaywi.gov

February 06, 2023

Date

Complaint Report

Complaint No: 117694

Closed

Address: 3486 YORKSHIRE DR...22-1588-106

Condition:

District: City 1

Description: Because of construction by neighbors the flow of water has resulted in our property receiving all the runoff water and flooding the back yard of our property. The neighbors construction has changed the surrounding property to a higher elevation. Now all the water flows into our backyard.

Div & Type: Housing / Zoning...OTHER

Dates: Added: 8/12/2021, Received: 8/12/2021, 1st Insp: 8/17/2021, InitNotice: , Reinspection: , Complying: 8/17/2021

Owner: GREGORY VANDENELZEN, 3486 YORKSHIRE RD, GREEN BAY WI 54311

Tenants			
Name	Street Address	City State Zip	Phone/Email

Assigned To	
User Id	
ScottNe	

Inspections			
Date	Type	Inspector	Action
8/17/2021	Admin	ScottNe	DISCUSSED MATTER WITH R CORMIER. STATES NOTHING WE CAN DO BY CODE SO IT IS PRIVATE MATTER. THERE IS A GREEN PEDISTAL IN THE REAR THAT GETS FLOOD FROM THIS ISSUE.
8/17/2021	Initial	ScottNe	INSPECTION. NEIGHBOR USED THE EXCAVATED MATERIAL FROM CONSTRUCTION OF AN IN GROUND POOLFOR FILL. THE BACKYARD HAS BEEN RAISED 4" FROM NEIGHBORING GRADE TO THE REAR. NOW THE LOW AREA AT 3485 EDINBURGH IS FLOODING.
8/17/2021	Cust. Service	ScottNe	PH CON W/ COMPL. EXPLAINED FINDINGS. CASE CLOSED.

Violations				
Ordinance	Findings	Comments	Complete By	Corrected On

Tagged Vehicles								
Status	Order Date	Notified On	Comply By	Tow Date	Date Closed	License	Make	Model

Information Packet from Inspections Division, Community and Economic Development Department, Feburary 24, 2023

3486 YORKSHIRE DR – SPS 382.38-1 -DISCHARGE OF STORM WATER TO SURFACE AREA MAY NOT CREATE A NUISANCE

Key Points:

- **Pool Permit issued on 9/8/2020**
- **Inspection states “POOL OK FENCE NOT UP” 1/12/2021**
- Complaint entered – Concrete slab base poured without a building permit - 4/26/2021 [3490 Yorkshire - Golf Simulator]
- Permit issued – No Site grading mentioned. 5/17/2021 [3495 Edingburgh Rd – Shed]
- Permit issued – No site grading mentioned. 6/22/2021 [3490 Yorkshire - Golf Simulator]
- **Complaint stated “Because of construction by neighbors the flow of water has resulted in our property receiving all the runoff water and flooding the back yard of our property. The neighbors construction has changed the surrounding property to a higher elevation. Now all the water flows into our backyard.” 8/12/2021**
- **Inspection states “OK complete - Fence is up” 8/24/2021**
- Complaint entered 10/11/2021 [3495 Edingburgh Rd – Shed]
- Complaint entered- 3/15/2022 [3490 Yorkshire - Golf Simulator]
- **Created a Complaint that stated “Storm Water Nuisance”and sent out orders – 11/4/2022**
- Created a Complaint that stated “Storm Water Nuisance”and sent out orders – 11/4/2022 [3490 Yorkshire - Golf Simulator]
- Created a Complaint that stated “Storm Water Nuisance”and sent out orders – 11/4/2022 [3495 Edingburgh Rd – Shed]
- **Extended the Building Permit required due date multiple times. 11/15/2022, 12/19/2022, 1/13/2023, and 2/6/2023.**

Complaints

Case Information

Case ID
132019
1 of 1



[Add Case](#)

[Move Case](#)

[Delete](#)

☐ Hold Permits

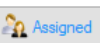
Checklists

Post-It Notes (0)

Drag Files


Assigned Inspector(s)
ErikWa

Find Cases

Load Cases by:  Date or  Assigned or Case ID: [Find](#)

Insp. Condition: **Good**

Address and Date Information

Case Status
Pending

Address: 3486 YORKSHIRE DR

Parcel ID: 22-1588-106 **District:** City 1 **Zone:** R1

[Complaint Report](#)

Date Received 11/4/2022 **Initial Inspection** 11/4/2022 **Initial Notice** 11/4/2022 **Re-Inspection** 2/25/2022 **Complying** ☐ **Project ID**

Lot Cleanup
Secure Building

Complaint

[General Information](#) [Inspector Activity](#) [Violations and Orders](#)

[+ Add Inspection](#) [- Delete Inspection](#)

Insp. Date	Type	Action	Time	Duration	Insp. By
2/6/2023	Admin	extended the building permit required date - per PVC	1:30 AM	0	ErikWa
1/13/2023	Admin	SENT OUT REVISED ORDERS	2:00 AM	30	ErikWa
12/16/2022	Admin	Spoke to Jen today and let her know that I would ok another 30 day extension. Also, i explained to not have any confusion on this matter of proof that Jen is looking for on how they are contributing to the nuisance is as follows. Their property is contributing to the nuisance of the neighbors backyard because their yard's grading has been elevated above the previous and existing topography.	2:00 AM	30	ErikWa
11/10/2022	Admin	Spoke to Jen. Very concerned with the orders and does not agree. would like to set up a meeting at her house next week.	11:00 AM	30	ErikWa
11/4/2022	Initial	Storm Water Nuisance		0	ErikWa

Complaints

Case Information

Case ID
132019
1 of 1

Add Case
Move Case
Delete

☐ Hold Permits

Checklists
Post-It Notes (0)

Drag Files
27

Assigned Inspector(s)
EnkWa
JasonSI (OFF)

Avail. Inspectors:
<None>
Assign to Intern

Find Cases

Load Cases by: or or Case ID: Insp. Condition: **Good**

Address and Date Information

Case Status: Pending Address: **3486 YORKSHIRE DR** Parcel ID: **22-1588-106** District: **City 1** Zone: **R1**

Date Received: 11/4/2022 Initial Inspection: 11/4/2022 Initial Notice: 11/4/2022 Re-Inspection: 2/25/2022 Complying: Project ID:

Complaint

General Information Inspector Activity Violations and Orders

Add Violation Delete Violation

abc Insert Formal Ord. Insert Custom Ord. Send Orders 5 Envelopes

Ordinance	Findings	Complete By	Corrected On
	Hello, We are writing these orders as a result to the numerous complaints due to stormwater issues that have been created and the immediate need to get the issues resolved by the contributing properties involved. The construction that has taken place on your property as well as your neighbor's properties is causing a significant nuisance to another neighboring property. We have come up with a solution that will help resolve these outstanding issues and eliminate as much of the direct flow of water off of your property and on to your neighbors. We will require you to handle the stormwater on your own property as necessary through these included orders. Please read through your orders and call with any questions. Thanks, Enk		
SPS 382.38-1	DISCHARGE OF STORM WATER TO SURFACE AREA MAY NOT CREATE A NUISANCE	11/4/2022	
	Storm water and ground water discharges may not create a nuisance. You currently are contributing to water running off your property directly on to your neighbors property without any attempt to control the water on your own property. You must connect the rear yard southwest downspout around the house and connect to the front yard into the storm sewer pipes.	6/1/2023	
15.05(1)	BUILDING PERMIT REQUIRED. No person shall erect or construct any building or structure, or shall add to, enlarge, move, improve, alter, convert, extend, or demolish any building or structure or cause the same to be done, or shall commence any work covered by this chapter on any structure without first obtaining a building permit. Additional work requiring permits includes the construction of sheds, fences and replacement of or additions to driveways. Owner shall obtain a building permit.	2/24/2023	
GBMC Sec. 8-360	A plumbing permit is required prior to the installation of plumbing. There will be a permit required for the necessary work on this property	2/24/2023	

Authority

Muni Code 8-355 – adopts DSPS 382

SPS 382 – Discharge of storm water may not create a nuisance, see Table 382.38 footnote b

Muni Code 8 – 365(c) – address roof drains to not create a nuisance

Muni Code 24 – 5(4) – standing water is a nuisance

Muni Code 36-38 – sequential grading plans must comply with this code

Muni Code 36-38(13) – address the need for site plans to address grading when it is being altered

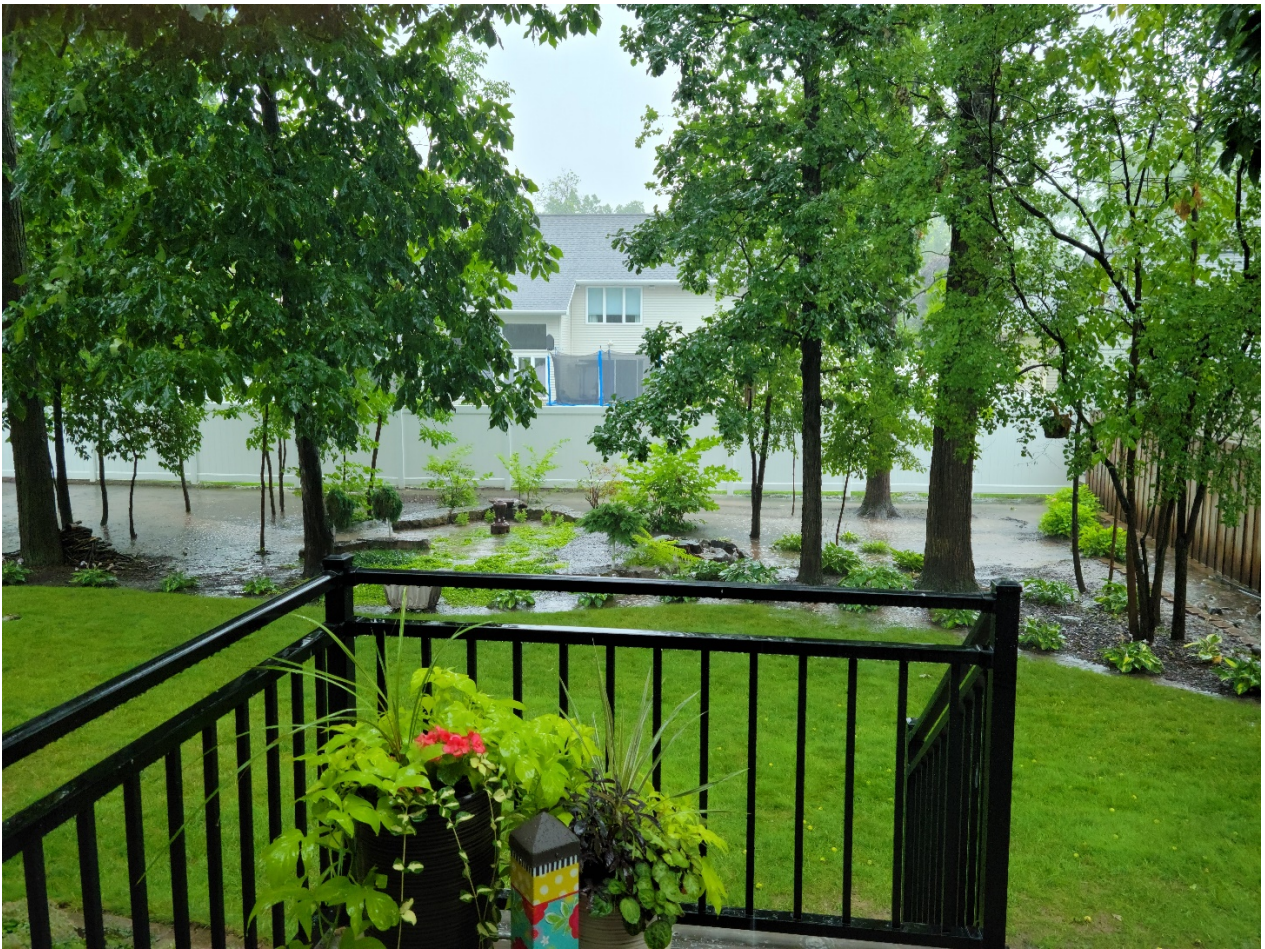
















Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # O.5

To refer to staff to form a plan to bring stakeholders together on a process to move forward on the recommendations outlined in the Equal Rights Commission Housing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # O.6

Informational Only: The Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 23LiqVio
2. Report February 27 2023

2023 LIQUOR VIOLATIONS

[illegible]

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: February 27, 2023

From January 23, 2023, to February 27, 2023, there have been no liquor violations, no DA referrals, no ordinance violations and no property referrals.

Sincerely,

**LT. STEVE MAHONEY & LT. ERIN BLOCH
DISTRICT POLICING**

sp



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

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # O.7

Informational Only: The Clerk's Office Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2.22.2023 CLERK'S OFFICE LIQUOR LICENSING REPORT

**Licenses Granted By Common Council, but not yet
Issued as of (2/22/2023):**

COMPANY NAME	TRADE NAME	ADDRESS	TYPE	APPROVER	LICENSE GRANTED
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. Extension granted until May 2023
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 (Council Granted Extension on 9-20-2022 to anticipated opening date end of November).
1001 Club, LLC	1001 Club	1001 Main St.	"Class B" Liquor & Class "B" Beer License	Inspections	Granted 9/20/2022 (Council granted extension until mid-February 2023.
Catering With Taste, Inc.	Catering With Taste	618 Gray St.	"Class B" Liquor & Class "B" Beer License	Inspections	Granted 9/20/2022, extension granted until April 11, 2023.
R&D and Restaurant Holdings LLC	Delilah's	115 N. Adams	"Class B" Liquor and Class "B" Beer License	Inspections	Granted 12/6/2022
Allegedly LLC	Allegedly	2056 Main St.	Class "B" Beer License	Inspections	Granted 12/20/2022
Vast Properties Group LLC	Waterfront Market	401 N Washington St.	"Class B" Liquor & Class "B" Beer Reserve License	Inspections	Granted 1/17/2023

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 167 of the 172 available Class B Combination Liquor and Beer licenses.

The City granted 5 licenses that have not yet been issued (see page 1).

The Clerk's Office cannot take any more applications for available liquor licenses at this time.

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 City of Green Bay has 1 Class B Combination Liquor and Beer Reserve license pending.

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

March 7, 2023

PREPARED BY

AGENDA ITEM # O.8

Informational Only: Opioid Litigation Summary

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Confidential Opioid Summary PP 2_27_2023

**REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES
March 7, 2023**

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted
Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Adams, Danielle K	Nelson, Michael C
Aguilar Jr, Alfredo	Ness, Ian R
Aguilar-Lopez, Jisell	Okeefe, Miranda L
Alcala-Nieves, Roberto C	Pichette, Dawn E
Barber, Elizabeth C	Pokhrel, Dinesh
Battle, Geneva D	Santos, Noah M
Bender, Abbigail P	Schultz, Natashya A
Boos, Sarah M	Schumerth, Justin J
Brinkman, Tyler J	Singh, Akashdeep
Busse, Ashley A	Skenandore, Alexa I
Corbett, Gracie J	Stands, Jenny R
Couillard, Tara L	Stromberg, Jasmine R
Denny, Derrick M	Tank, Alexandra C
Dorff, Cassandra J	Thuecks, Matthew J
Doxtater, Evan S	VanBoxtel Metoxen,
Doxtator, Keith J	Vanden Bloomer, Chantell M
Fonferek, Sara C	Welsch, Kathryn J
Gray, Greyson B	Whittenton, Elizabeth
Henry, James R	Yang, Michaela M D
Hernandez, Isabel	Youngblood, Anthony W
Hess, Erika M	
Horkman, Lori G	
Jensen, Jennifer E	
Jordan, Wyatt K	
Kane, Karissa L	
Kinsman, Norah E	
Lambrecht, Mark R	
Lugo-Ortiz, Ricardo	
Lundberg, Joy L	
Mattox, Hailey M	
Metoxen, Cree L	



Report to the Green Bay Plan Commission

MEETING DATE

March 7, 2023

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # Q.1

To establish a Planned Unit Development at 216 S. Military Avenue to permit the development of multiple-family residential use.

BACKGROUND

*****THIS ITEM WAS SENT BACK FROM COMMON COUNCIL MEETING OF 2/7/23*****

Primary Address: Southwest corner of S. Military Avenue and Leo Street

Aldersperson / District: Ald. Melinda Eck / District 11

Reason for Request: To permit the development of a 48-unit multi-family development on the site at 1.1069 acres at the southwest corner of S. Military Avenue and Leo Street.

Surrounding Zoning and Land Uses:

SUBJECT PROPERTY: Community Center Commercial (C3) with existing ZO No. 14-21 overlay.

NORTH: Community Center Commercial – Q Tea Premium Tea House

SOUTH: Community Center Commercial (C3) with existing ZO No. 14-21 overlay – HJ Martin warehousing, limited production, and educational /training facility

EAST: General Commercial (C1) – Pancake Place and BMO Harris Bank

WEST: Community Center Commercial (C3) with existing ZO No. 14-21 overlay – HJ Martin and Bellin Health warehousing, limited production, and educational /training facility

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for commercial use. It recommends medium/high density residential areas and low-density residential areas to the west of Parcel 6-266E (across Randall Court), and commercial areas to the north, east, and south.

The proposed zoning change to a Planned Unit Development, as drafted, is not fully consistent with the recommendation of the Comprehensive Plan for the particular property which calls for commercial use. However, it is consistent with the intent of the area as the corridor redevelops. The comprehensive plan encourages the restoration of underutilized urban properties to viable commercial, residential or recreational opportunities. Military Avenue has been identified as a target area for such activity. Military Avenue is also targeted as a Supportive Zoning district to support increased transit-oriented development. Supportive Zoning encourages the use of mixed and multiple-use development with buildings required to be located near the front sidewalk with parking to be located in the rear, side or underground. Staff believes this should not hold up the Planned Unit Development (PUD) request as this new PUD meets the criteria for corridor usage and still allows for C3 Community Center Commercial as its base zoning.

Analysis: This request is for a proposed development of a 48-unit affordable apartment building, to be known as “Bay City Lofts” on approximately 1.1 acres of land bound by Leo Street on the north and S. Military Avenue on the east. It is currently an underused surface parking lot, apart from the larger 8.356 acre

property, Parcel 6-266E. The property is currently being reviewed for a land division as part of this PUD request. The new parcel, Lot 2, is intended for the Bay City Lofts apartments and surface parking behind the primary structure. The rest of Parcel 6-266E, Lot 1, remains under the existing PUD for the site for HJ Martin and Bellin Health and concurrently has a separate PUD for both C3 and limited LI land uses submitted.

Report: This project includes the development of a single 4-story, 48-unit apartment building with 13 one-bedroom units, 24 two-bedroom units, one (1) three-bedroom unit and 10 three-bedroom townhome units. Ground floor uses include common spaces for residents, private residences, and office space. The building is shaped in such a way as to provide a building wall relief and articulation, especially along S. Military where the building is placed near the right-of-way with multiple individual entry access points designed with paved entries and landscaping. A singular paved and landscaped pedestrian public entry door is identified at the northeast corner of the building. Building materials are intentionally varied to provide increased aesthetics, including brick, metal panels, and cement board siding with varied colors. Vertical masonry elements to provide additional building identity and signage.

Other accessory uses within the building (customarily associated with multiple-family residences) may include a lobby, mail room, janitorial services, community room, office space associated with the principal use, office space for community services, childcare for residents, and educational spaces for residents. These accessories can be converted for any C-3 use in the future to have a mixed-use component. Vehicular access will be limited to a single ingress/egress easement from S. Military Avenue. A recorded shared access agreement between Bay City Lofts and HJ Martin is required. Pedestrian/bicycle access from S. Military Avenue to all public entry doors on the building is also required. The project, with 48 stalls, will require 60 parking stalls to meet the code. The current plans must be updated to reach 60 stalls or an agreement for shared parking must be made with other parcels within 1000 ft. of the property to share parking to reach a minimum of 60 total stalls. Staff has included a conceptual site plan and building elevations for the project within the draft PUD ordinance, and development will require general conformity with it.

This PUD varies from the original PUD on the site (ZO 14-21). The existing PUD focuses on uses for the existing single story building within future Lot 1. This PUD designation, rather than a straight rezoning to the C-3 Varied Density Residential District, is necessary because several exceptions to zoning regulations of the C-3 zoning will be needed, including:

- 1a. Reduction of the minimum S. Military Avenue setback from 51 ft. to 10 ft.
- 1b. A maximum setback along S. Military of 15 ft.
2. Reduction of the minimum Leo Street setback from 15 ft. to 7 ft.
3. Reduction of rear yard surface parking setback (west lot line) from 25 ft. to 0 ft.
4. Reduction of the side yard setback from 10 ft. to 7 ft.
5. The maximum impervious surface requirement is 86 percent. Any paved sidewalk which leads from the public right of way to a public building entrance, may be excluded from the overall requirement. Additional landscaping must occur within the interior parking lot islands beyond trees and grass to create additional landscape interest.
6. Maximum building height of 50 ft. from 35 ft.

Staff believes the increase in density is appropriate at this location as it is in close proximity to the Military Avenue business corridor and is adjacent to multiple smaller lots with multiple-family development. Additionally, affordable, supportive and larger bedroom sized housing units have been identified in our housing market study as a land-use the greater Green Bay area is specifically lacking. Staff agrees with the applicant's request for placing a four-sided structure with strong articulation along the front and rear elevation close to the street. Ground floor space is a mixture of private residences, common space for residents, and office space which will be used by Lutheran Family Services. The office space could be converted to other C3 uses in the future.

A neighborhood meeting was held for this and concurrent PUD on the property on Thursday, December 22, 2022, at 630 p.m. during the snowstorm. Six members of the public along with Leah Weycker, Military Avenue BID, Alder Melinda Eck, David Martin, HJ Martin, and Brad Rymer, Mau & Associates attended. Most attending expressed concerns about the role of both industrial and residential uses within the parcel and alongside the Military Avenue corridor. Most inputs are about using the frontage along S. Military for uses other than ground level commercial. Some inputters questioned “low-income housing” in the Military BID. Many neighbors did not see an issue with residential on the site but questioned if the area slated for multi-family redevelopment would better be used as commercial.

Staff believe the reduced setbacks are warranted in light of creating a defined streetscape presence along S. Military within areas which have typically been underused surface parking. The Military Avenue corridor has a variety of spaces in which the primary use has become vast, underused surface parking areas. Staff believes the addition of higher density, well-designed multi-family apartment units fit well with redevelopment and evolution of the Military Avenue corridor.

If the draft PUD is approved with conditions, the final step for the development of the proposed apartment will be a lot split, adjustment to the site plan to account for sidewalk connections and impervious surface requirements, parking requirements, ingress/egress agreements recorded between Lots 1 and 2 and administrative review of a site plan and building permit.

ADDITIONAL INFORMATION: Staff have received additional information from the applicant regarding the conceptual site layout, form, and uses at the site if they gained control of redeveloping the overall block. The attachment is added to the packet.

RECOMMENDATION

Staff recommends approval of the PUD.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-31 Bay City Lofts Request for City Action Application - Signed
2. ZP 22-31 Draft PUD
3. ZP 22-31 Map
4. ZP 22-31 PUD Narrative (2022-11-21)
5. ZP 22-31 Phase 2 Concept Design



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Location of Property: 216 South Military Avenue

Parcel Number(s): 6-266-E

Petitioner(s): Gorman & Company Date: 10/11/2022

Email: tmatkom@gormanusa.com Phone Number: 608-835-3455

Address: 200 N Main Street City: Oregon State: WI Zip: 53575

Property Owner: Henry Real Estate Development, LLC Phone Number: _____

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

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

I, Ted Matkom, respectfully request that the City of Green Bay take the following action:

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

Owner Signature:  Date: 10/21/2022

Petitioner Signature(s): _____

Checklist of required attachments:

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

For office use only:

Review Fee: _____ Receipt No.: _____ Zoning Petition No.: _____

REQUEST FOR CITY ACTION PLAN COMMISSION

PLEASE FILL OUT FOR: VACATE OR CLOSE STREET/ALLEY/PEDESTRIAN WAY

Per WI State Statue 66.1003:

All owners who abut the area proposed for vacation or closure, including all members of LLCs or ownership groups, must sign below before submitting this application.

If you are **NOT** vacating or closing a full street/alley/pedestrian way, you must also get signatures from one-third of owners of parcels within 2,650 ft. of the end of the vacation/closure area.

SIGNATURE	PRINTED NAME	ADDRESS

Please contact the Community and Economic Development Department at (920) 448-3400 with any questions.

ZONING ORDINANCE NO. XX-22 (APARTMENT)

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR
PROPERTY LOCATED AT 216 SOUTH MILITARY AVENUE
(ZP 22-31)

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

SECTION 1. Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property:

Legal Description: Commencing at the Southeast Corner of Lot 1 of Certified Survey Map No. 1366, being part of Private Claim Number 1 and the vacant strip of land, West Side of Fox River, City of Green Bay, Brown County, Wisconsin; thence N26°10'17"E, 276.60 feet along the West right of way of South Military Avenue to the point of beginning; thence N26°10'17"E, 246.18 feet along said west right of way; thence 18.91 feet along the arc of a 12.00 foot radius curve to the left whose chord bears N18°57'46"E from said West right of way of South Military Avenue to the South right of way of Leo Street; thence N64°05'49"E, 174.77 feet along said South right of way of Leo Street; thence S26°10'17"W, 258.24 feet; thence S64°05'49"W, 186.83 feet to the point of beginning.

Tax Parcel: Part of Parcel 6-266-E

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

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit the development and construction of a 48-unit, four-story multi-family residential development. 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 is proposed as Lot 2 on the accompanying Certified Survey Map (Exhibit A). The existing parcel located at the southwest South Military Avenue and Leo Street will be divided into a separate 1.11 acre/48,215 square feet parcel. The multi-family residential development will be located fronting South Military Avenue have nine total entryways fronting South Military Avenue (8 for individual townhome units and one as a lobby entrance to the building at large.)
- C. Land Use Regulation.

The principal and accessory land uses which may be established and/or maintained on the subject property are as follows:

1. Principal use of 48 residential dwelling units within a single structure. 8 units will have individual unit ingress/egress directly to South Military Avenue. 40 units to have shared access from commonway.
 2. Accessory uses customarily associated with multi-family dwelling and supportive housing including lobby, mail room, janitorial services, office space associated with the principal use, bicycle storage, secure parcel holding room, community room, fitness room, office space for community services, and other uses deemed appropriate by the Zoning Administrator.
 3. Land use will generally conform with the design of the conceptual site plan (Exhibit B), as determined by the Department of Economic and Community Development.
 4. Prohibited Uses. The PUD prohibits certain uses from being established on the site or as accessory to the multi-family dwelling principal use including rooming/boarding houses, shelter facilities, transitional housing, dormitories, assisted living/nursing homes, commercial uses typically associated with dwelling (family daycares and live-work units). All other proposed uses are subject to a PUD amendment.
- D. Dimensional and Area Requirements: Dimensional and area requirements for principal structure and surface parking on the subject property shall be regulated as follows:
1. General Site.
 - a. Lot Size. Minimum lot area is 48,215 Square Feet / 1.11 acres
 - b. Maximum Floor Area Ratio (FAR): 1.0
 - c. Maximum Impervious Surface: 86%
 2. Building.
 - a. Front Yard Setbacks
 1. South Military Avenue: Minimum: 10 feet
Maximum: 15 feet
 2. Leo Street: Minimum: 7 feet
Maximum: 15 feet
 - b. Side Yard Setback (south lot line): 6 feet
 - c. Rear Yard Setback (west lot line): 0 feet
 - d. Maximum Height: Principal building shall not exceed 50 feet in height.
 3. Surface Parking.
 - a. Front Yard Setbacks
 1. Leo Street: 7 feet
 2. South Military Avenue: Not Applicable. No parking shall be located along street.

- b. Side Yard Setback
 - 1. (South lot line): 7 feet
- c. Rear Yard Setbacks
 - 1. (West lot line) 0 feet

E. Access Circulation and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within Chapter 44, Article XVIII of the Green Bay Municipal Code, and as modified as follows:

- 1. Pedestrian access shall be provided from South Military Avenue with public sidewalks adjoining the development and connected via an internal pedestrian network to at least one of the public entrances of the principal structure.
- 2. Access to the site maintained through a shared access easement between Lot 1 (property to west) and Lot 2 (multi-family parcel) (Refer to Exhibit A). Shared access easement must be recorded with the Brown County Register of Deeds prior to the issuance of building permits.

F. Architectural Design. All building elevations shall generally comply with Exhibit C and subject to the following requirements:

- a. Four-sided design. All sides of the building shall include materials and design characteristics similar to and compatible with those on the front.
- b. Exterior Materials. Building materials shall be durable and appropriate for the residential district as well as being regulated as follows:
- c. Exterior building façades shall be predominately (minimum of 90%):
 - II. Brick or brick veneer
 - III. Cementitious panels/siding
 - IV. Architectural/decorative metal panels
 - V. Wood or wood composite
 - VI. Windows and doors
- d. Windows and doors. Windows shall be include trim and all building entrances shall include a canopy or other roofing element over the doorway.
- e. A minimum of one public entryway to the principal building must be accessible from South Military Avenue.
- f. Accessory structures. Accessory structures are limited to no greater than 16 feet in height and shall match the character of the principal structure, reflected in colors, materials, windows, and architectural features.

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

H. Signage. All signage shall be regulated as set forth in Chapter 30 Green Bay

Municipal Code.

I. Site Plan Review & Standards

- a. Prior to the issuance of any building permits, site plans shall be submitted and reviewed per Chapter 44 Article XIX, Green Bay Zoning Code.
- b. Risers, paved stoops, paved entries leading to private and public doorways along South Military Avenue which are located in the front setback are allowed.
- c. Maximum impervious surface requirement is 86% Any paved sidewalk which leads from the public right of way to a public building entrance may be excluded from this calculation.
- d. Landscape islands in center of parking lot shall have additional landscaping beyond grass and trees, determined per review by Community and Economic Development.

J. Landscaping/Transitional Yard

- a. Prior to the issuance of any building permits, detailed landscape plans shall be submitted and reviewed per Chapter 44, Article XIX, Division 5, Green Bay Municipal Code.
- b. Landscape plans shall be in general compliance of the conceptual landscape plans (Exhibit B)

K. Prior to the issuance of any building permits, stormwater management plans, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City.

L. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property.

All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

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

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2023.

APPROVED:

Mayor Eric Genrich

ATTEST:

Clerk

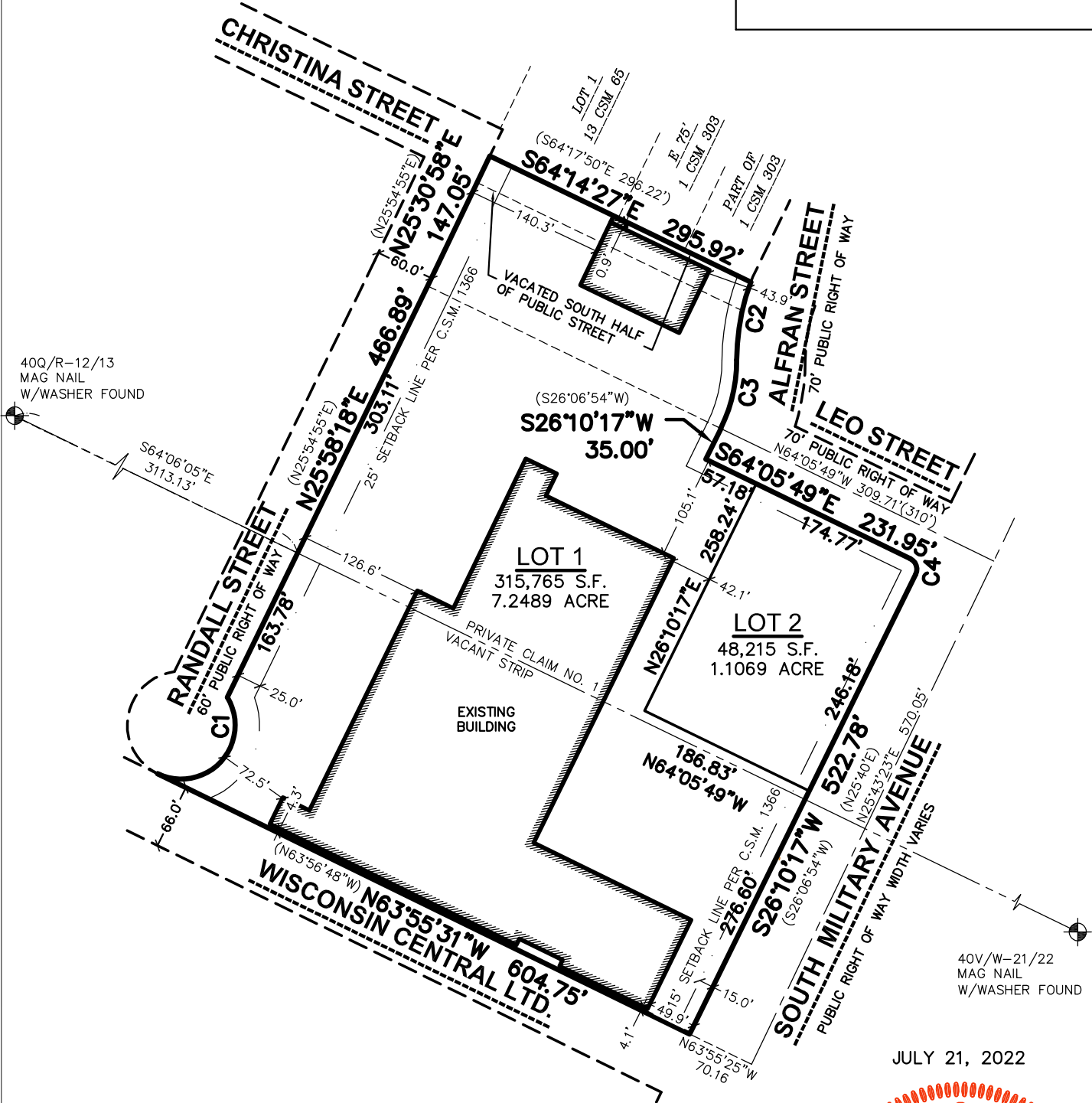
Attachments:

Exhibit A – Proposed Certified Survey Map
Exhibit B – Conceptual Site Plan-Civil Set-Landscape Plans
Exhibit C – Conceptual Building Elevations

Exhibit C

CERTIFIED SURVEY MAP
NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 1366 RECORDED IN VOLUME 5 ON
PAGE 177 AS DOCUMENT NO. 802454, BEING PART OF PRIVATE CLAIM NO. 1
AND THE VACANT STRIP OF LAND, WEST SIDE OF FOX RIVER, IN THE CITY
OF GREEN BAY, BROWN COUNTY, WISCONSIN



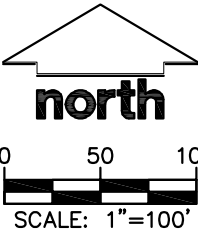
LEGEND

- GOVERNMENT CORNER
- 3/4" REBAR FOUND
- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- PLAT BOUNDARY
- CHORD LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- SECTION LINE
- EASEMENT LINE
- SETBACK LINE
- (XXX) RECORDED AS

NOTES

1. FIELD WORK PERFORMED ON JULY 12, 2022.
2. BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, BROWN COUNTY. THE WESTERLY LINE OF S. MILITARY AVE. HAVING A BEARING OF S26°10'17"W.
3. SEE SHEET 2 FOR CURVE TABLE.

JULY 21, 2022



THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI, S-3121

SURVEYED BY: JSD WAUSAU REGIONAL OFFICE 7402 STONE RIDGE DRIVE, SUITE 4 WESTON, WISCONSIN 54476 P. 715.298.6330	SURVEYED FOR: HENRY REAL ESTATE DEVEL. 200 N. MAIN ST. OREGON, WI 53575	PROJECT NO: 22-11365 FIELDBOOK/PG: - SHEET NO: 1 OF 3	SURVEYED BY: JSD DRAWN BY: DHS CHECKED BY: AWW APPROVED BY: AWW
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CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 1366 RECORDED IN VOLUME 5 ON PAGE 177 AS DOCUMENT NO. 802454, BEING PART OF PRIVATE CLAIM NO. 1 AND THE VACANT STRIP OF LAND, WEST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

LEGAL DESCRIPTION

LOT 1 OF CERTIFIED SURVEY MAP NO. 1366 RECORDED IN VOLUME 5 ON PAGE 177 AS DOCUMENT NO. 802454, BEING PART OF PRIVATE CLAIM NO. 1 AND THE VACANT STRIP OF LAND, WEST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

LANDS CONTAINING 363,980 SQUARE FEET OR 8.3558 ACRES.

SURVEYOR’S CERTIFICATE

I, ANDREW W. WILKOWSKI, PROFESSIONAL LAND SURVEYOR S-3121, DO HEREBY CERTIFY THAT BY DIRECTION OF HENRY REAL ESTATE DEVELOPMENT, LLC, I HAVE SURVEYED, DIVIDED, AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

ANDREW W. WILKOWSKI, S-3121
PROFESSIONAL LAND SURVEYOR

JULY 21, 2022
DATE



CORPORATE OWNER’S CERTIFICATE

HENRY REAL ESTATE DEVELOPMENT, LLC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED HEREON. SAID CORPORATION FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF GREEN BAY FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID HENRY REAL ESTATE DEVELOPMENT, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVE THIS _____DAY OF _____, 2022.

BY: _____
EDWARD MARTIN, PRESIDENT/CEO

STATE OF WISCONSIN) SS
_____ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____DAY OF _____, 2022,
THE ABOVE NAMED REPRESENTATIVE OF THE ABOVE NAMED HENRY REAL ESTATE DEVELOPMENT, LLC TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____ COUNTY, WISCONSIN

MY COMMISSION EXPIRES

CURVE TABLE							
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	55.01'	146°54'07"	N42°28'06"E	105.47'	141.05'	S64°04'51"E	N30°58'58"W
C2	231.13'	20°07'46"	S10°13'17"W	80.78'	81.20'	S20°17'10"W	S00°09'24"W
C3	161.13'	25°44'24"	S13°00'26"W	71.78'	72.39'	S25°52'38"W	S00°08'14"W
C4	12.00'	90°16'06"	S18°57'46"E	17.01'	18.91'	S26°10'17"W	S64°05'49"E

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI, S-3121

SURVEYED BY:  WAUSAU REGIONAL OFFICE 7402 STONE RIDGE DRIVE, SUITE 4 WESTON, WISCONSIN 54476 P. 715.298.6330	SURVEYED FOR: HENRY REAL ESTATE DEVEL. 200 N MAIN ST OREGON, WI 53575	PROJECT NO:	22-11365	SURVEYED BY:	JSD
		FIELDBOOK/PG:	-	DRAWN BY:	DHS
		SHEET NO:	2 OF 3	CHECKED BY:	AWW
				APPROVED BY:	AWW

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 1366 RECORDED IN VOLUME 5 ON PAGE 177 AS DOCUMENT NO. 802454, BEING PART OF PRIVATE CLAIM NO. 1 AND THE VACANT STRIP OF LAND, WEST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

WISCONSIN BANK & TRUST, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND RESTRICTING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF ANDREW W. WILKOWSKI, WISCONSIN PROFESSIONAL LAND SURVEYOR, S-3121, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF HENRY REAL ESTATE DEVELOPMENT, LLC, OWNER.

WITNESS THE HAND AND SEAL OF WISCONSIN BANK & TRUST, MORTGAGEE, THIS____DAY OF_____, 2022.

CRAIG D. ADERHOLD,
MARKET PRESIDENT-NORTHEAST WISCONSIN

STATE OF WISCONSIN) SS
_____ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS____DAY OF_____, 2022, THE ABOVE NAMED REPRESENTATIVE OF THE ABOVE NAMED WISCONSIN BANK & TRUST, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____ COUNTY, WISCONSIN MY COMMISSION EXPIRES _____

CITY OF GREEN BAY PLAN COMMISSION APPROVAL

APPROVED FOR RECORDING PER CITY OF GREEN BAY PLAN COMMISSION ACTION OF_____,2022.

DATE

CITY OF GREEN BAY

CITY OF GREEN BAY COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP, WHICH HAS BEEN DULY FILED FOR THE APPROVAL OF THE CITY OF GREEN BAY COMMON COUNCIL, BE AND THE SAME IS HEREBY APPROVED AND THE DEDICATIONS, IF ANY DESIGNATED HEREON, ARE HEREBY ACKNOWLEDGED AND ACCEPTED BY THE CITY OF GREEN BAY.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY OF GREEN BAY ON THIS____DAY OF_____, 2022.

CELESTINE JEFFREYS, CLERK
CITY OF GREEN BAY

JULY 21, 2022



THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI, S-3121

SURVEYED BY: JSD WAUSAU REGIONAL OFFICE 7402 STONE RIDGE DRIVE, SUITE 4 WESTON, WISCONSIN 54476 P. 715.298.6330	SURVEYED FOR: HENRY REAL ESTATE DEVELOPMENT, LLC 200 N MAIN ST OREGON, WI 53575	PROJECT NO:	22-11365	SURVEYED BY:	JSD
		FB/PG:	-	DRAWN BY:	DHS
		SHEET NO:	3 OF 3	CHECKED BY:	AWW
				APPROVED BY:	AWW

Exhibit B

ALTA/NSPS LAND TITLE SURVEY

BEING PART OF PRIVATE CLAIM 1 WEST AND LANDS WEST OF THE FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

NOTES

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON JULY 1, 2022.
2. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, BROWN COUNTY. THE WESTERLY LINE OF S. MILITARY AVE. HAVING A BEARING OF S26°10'17"W.
3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). BENCHMARK IS A NGS MONUMENT P.I.D. NO. PNO092, ELEVATION=583.69
4. CONTOUR INTERVAL IS ONE FOOT.
5. SPOT ELEVATIONS IN CURBED AREAS REFERENCE THE PAVEMENT EDGE ELEVATIONS.
6. SUBSURFACE UTILITIES AND FEATURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFICIAL FEATURES AND APPURTENANCES, LOCATING DIGGERS HOTLINE FIELD MARKINGS AND BY REFERENCE TO UTILITY RECORDS AND MAPS. DIGGER'S HOTLINE TICKET NO. 20222608196 & 20222608226, WITH A CLEAR DATE OF JUNE 24, 2022.
7. UTILITY COMPANIES CONTACTED THRU DIGGER'S HOTLINE:
 - BROWN COUNTY TECHNOLOGY SERVICES A1&T DISTRIBUTION
 - CITY OF GREEN BAY (DPW) TDS METROCOM
 - CITY OF GREEN BAY TIME WARNER CABLE
 - NET LEO WISCONSIN PUBLIC SERVICE CORP
8. BEFORE EXCAVATION, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED. FOR EXACT LOCATION OF UNDERGROUND UTILITIES, CONTACT DIGGER'S HOTLINE, AT 1.800.242.8511.
9. THE ACCURACY OF THE BENCHMARKS SHOWN ON THIS MAP SHALL BE VERIFIED BEFORE BEING UTILIZED. JSD PROFESSIONAL SERVICES, INC. DOES NOT WARRANT THE ACCURACY OF THESE BENCHMARKS.
10. THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.

NOTES CORRESPONDING TO TABLE A REQUIREMENTS:

- ITEM 3 THE SUBJECT PROPERTY LIES IN ZONE X PER FEA MAP NUMBERS 550090164F & 55009C0168F, WHICH HAS EFFECTIVE DATES OF AUGUST 18, 2009.
- ITEM 6(a)(b) CURRENT ZONING CLASSIFICATION WAS REQUESTED BUT NOT PROVIDED BY THE INSURER AT THE TIME OF THE SURVEY.
- ITEM 9 THERE ARE 420 REGULAR PARKING SPACES AND 13 HANDICAP SPACES FOR A TOTAL OF 433 PARKING SPACES.
- ITEM 11 NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11, INFORMATION FROM THE SOURCES CHECKED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, B11 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
- ITEM 16 THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.
- ITEM 17 THERE ARE NO PROPOSED CHANGES IN THE STREET RIGHT-OF-WAY LINES. THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT THE TIME OF THE SURVEY.
- ITEM 18 THERE ARE NO OFFSITE EASEMENTS FOR THE SUBJECT PROPERTY.

NOTES CORRESPONDING TO SCHEDULE B-SECTION TWO EXCEPTIONS

- KNIGHT BARRY TITLE GROUP, FILE NO.: 2128568, COMMITMENT DATE: FEBRUARY 16, 2022 AT 8:00 A.M., REVISED FEBRUARY 24, 2022.
- 14 EASEMENTS, RESTRICTIONS AND OTHER MATTERS SHOWN ON CERTIFIED SURVEY MAP NO. NO. 1366 RECORDED DECEMBER 18, 1974 AS DOCUMENT NO. 80245A.
AFFECTS PROPERTY AS PLOTTED HEREON
- 15 ORDER AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED FEBRUARY 2, 1983 AS DOCUMENT NO. 992278.
AFFECTS PROPERTY BY DESCRIPTION - RELEASE OF RIGHTS VAGUE IN NATURE, NOTHING PLOTTED

LEGAL DESCRIPTION (AS FURNISHED)

KNIGHT BARRY TITLE GROUP, FILE NO.: 2128568, COMMITMENT DATE: FEBRUARY 16, 2022 AT 8:00 A.M., REVISED FEBRUARY 24, 2022.

LOT 1 OF VOLUME 5 CERTIFIED SURVEY MAPS, PAGE 177, MAP NUMBER 1366, DOCUMENT NO. 80245A, BEING PART OF PRIVATE CLAIM 1 WEST AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 7(c)(b)(1)(c), 8, 9, 11, 16, 17, 18 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 1, 2022.

FOR INFORMATIONAL PURPOSES ONLY:
PROPERTY ADDRESS: 216 SOUTH MILITARY AVENUE, GREEN BAY, WI
TAX KEY NUMBER: 6-266-E

SURVEYOR'S CERTIFICATE

TO:

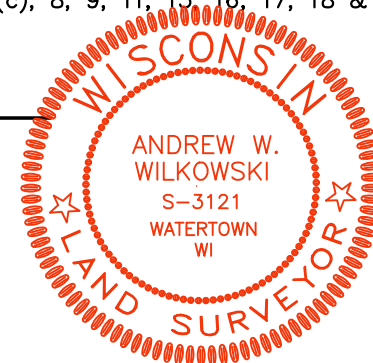
- GORMAN & COMPANY,
- KNIGHT BARRY TITLE, INC.
- MARTIN NEUFELD, LLC, A WISCONSIN LIMITED LIABILITY COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 7(c)(b)(1)(c), 8, 9, 11, 16, 17, 18 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 1, 2022.

ANDREW W. WILKOWSKI, S-3121
PROFESSIONAL LAND SURVEYOR
Email: andy.wilkowski@jdsinc.com
Website: www.jdsinc.com

JULY 12, 2022

DATE



LEGEND

- CHISELED "X" SET
- MAG NAIL SET
- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- CHISELED "X" FOUND
- 1" IRON PIPE FOUND
- PK/AVG NAIL FOUND
- 2" REBAR FOUND
- CONTROL POINT
- FINISHED FLOOR SHOT LOCATION
- BOLLARD
- MAIL BOX
- POST
- SIGN
- SANITARY MANHOLE
- HYDRANT
- WATER VALVE
- CURB STOP/SERVICE VALVE
- SIAMSE CONNECTOR
- STORM MANHOLE
- ROUND CASTED INLET
- SQUARE CASTED INLET
- CURB INLET
- DOWNSPOUT
- GAS REGULATOR/METER
- GAS VALVE
- MANHOLE - UNVERIFIED TYPE
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- LIGHT POLE
- POWER POLE
- POWER POLE W/GUY
- TRAFFIC SIGNAL
- VAULT
- CABLE PEDESTAL
- DECIDUOUS TREE
- HANDICAP PARKING
- CENTERLINE
- RIGHT-OF-WAY LINE
- SETBACK LINE
- SECTION LINE
- PARCEL BOUNDARY
- EASEMENT LINE
- LANDSCAPE LIMITS
- FENCE LINE
- EDGE OF PAVEMENT
- CONCRETE CURB & GUTTER
- SANITARY SEWER
- WATER LINE
- STORM SEWER
- NATURAL GAS
- OVERHEAD LINE
- UNDERGROUND ELECTRIC
- FIBER OPTIC
- UNDERGROUND TELEPHONE
- BUILDING
- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- SPOT ELEVATION
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- EDGE OF BITUMINOUS
- PAVEMENT STRIPING
- DENOTES RECORD DATA DEPICTING THE SAME LINE ON THE GROUND AS RETRADED BY THIS SURVEY

BENCHMARKS			
BENCH MARK	ELEVATION	DESCRIPTION	
BM-1	617.57	CROSS ON NORTHERLY FLANGE NUT, HYDRANT	
BM-2	611.77	CROSS ON SOUTHERLY FLANGE NUT, HYDRANT	

*JSD DOES NOT GUARANTEE THE BENCHMARK ELEVATIONS LISTED ON THIS MAP. ARE ACCURATE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION ACTIVITIES.

CURVE TABLE							
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	55.00'	146°55'34"	N42°28'15"E	105.45'	141.04'	S64°03'58"E	N30°59'32"W
C2	231.13'	20°07'46"	S10°13'17"W	80.78'	81.20'	S20°17'10"W	S00°09'24"W
C3	161.13'	25°44'24"	S13°00'26"W	71.78'	72.39'	S25°52'38"W	S00°08'14"W
C4	12.00'	90°16'06"	S18°37'46"E	17.01'	18.91'	S26°10'17"W	S64°05'49"E

STORM SEWER MANHOLES					
STRUCT. ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
STM-1	608.66	NE	601.82	56"	R.C.P.
		SW	602.02	56"	R.C.P.
		SE	602.01	24"	R.C.P.
		SW	602.11	20"x36"	R.C.P.A.
STM-2	608.48	NE	599.86	8"	P.V.C.
		SW	604.28	24"	R.C.P.
		NE	604.66	12"	R.C.P.

SANITARY SEWER MANHOLES					
STRUCT. ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
SAN-1	612.83	NE	599.33	15"	P.V.C.
		SW	599.33	15"	P.V.C.
		NE	598.01	18"	P.V.C.
		SW	598.35	18"	P.V.C.
		NW	598.93	8"	P.V.C.
		SE	598.73	8"	P.V.C.
SAN-3	608.52	NE	599.84	8"	P.V.C.
		SE	599.86	8"	P.V.C.
SAN-4	608.18	NW	600.21	8"	P.V.C.
		SW	600.21	8"	P.V.C.

STORM SEWER INLETS					
INLET ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
INL-1	608.38	NE	605.63	12"	C.M.P.
		SW	605.83	6"	P.V.C.
INL-2	607.71	NE	605.01	12"	R.C.P.
INL-3	609.29	NE	601.69	54"	R.C.P.
		SW	601.79	54"	R.C.P.
INL-4	610.04	NE	606.52	8"	P.V.C.
		SW	606.39	8"	P.V.C.
		NW	606.29	3"	P.V.C.
		SE	602.94	6"	P.V.C.
INL-5	609.31	NW	606.37	6"	P.V.C.
INL-6	608.94	NW	606.14	10"	P.V.C.
INL-7	609.26	SE	605.18	18"	R.C.P.
		SW	605.19	24"	R.C.P.
		NE	605.17	12"	R.C.P.
INL-8	608.19	NE	604.29	9"	R.C.P.
INL-9	613.03	SE	607.63	12"	R.C.P.
INL-10	609.73	NW	606.94	10"	P.V.C.
INL-11	607.60	NW	604.80	10"	P.V.C.
INL-12	608.59	NE	606.64	10"	P.V.C.
INL-13	608.46	SW	605.61	10"	METAL
INL-14	608.63	N	605.53	8"	P.V.C.
		NW	605.78	8"	P.V.C.
		SE	605.33	18"	P.V.C.
		SW	605.33	15"	P.V.C.
		SE	604.12	12"	R.C.P.
		SW	604.04	10"	R.C.P.
		NE	603.77	10"	R.C.P.
INL-B	609.74	NE	607.95	10"	R.C.P.
		SW	607.90	10"	R.C.P.



CREATE THE VISION TELL THE STORY

jdsinc.com

WAUSAU REGIONAL OFFICE
7402 STONE RIDGE DRIVE, SUITE 4
WESTON, WI 54475
P. 715.298.6330

CLIENT:

GORMAN &
COMPANY

CLIENT ADDRESS:

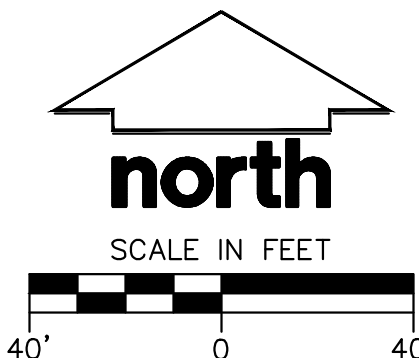
200 NORTH MAIN STREET
OREGON, WI 53575

PROJECT:

SO. MILITARY AVENUE

PROJECT LOCATION:

216 SOUTH MILITARY AVENUE
GREEN BAY, WI
BROWN COUNTY



MODIFICATIONS

#	Date:	Description:
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Designed By: DWS 7/12/22
Reviewed By: AWW 7/12/22
Approved By: AWW 7/12/22

SHEET TITLE:

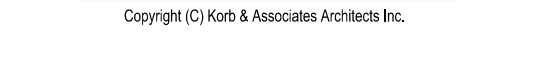
ALTA/NSPS
LAND TITLE
SURVEY

SHEET NUMBER:

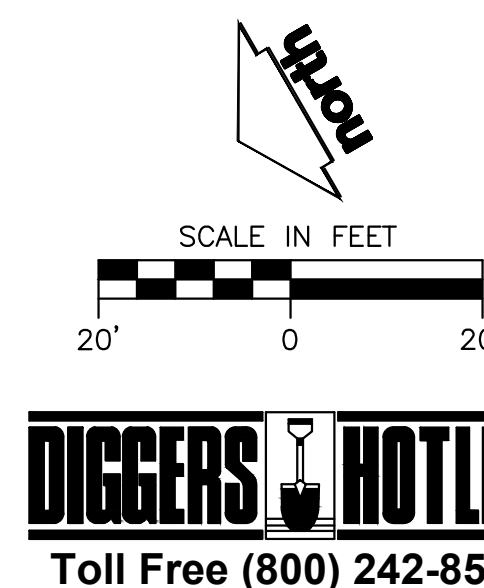
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PROJECT NO:

22-11365

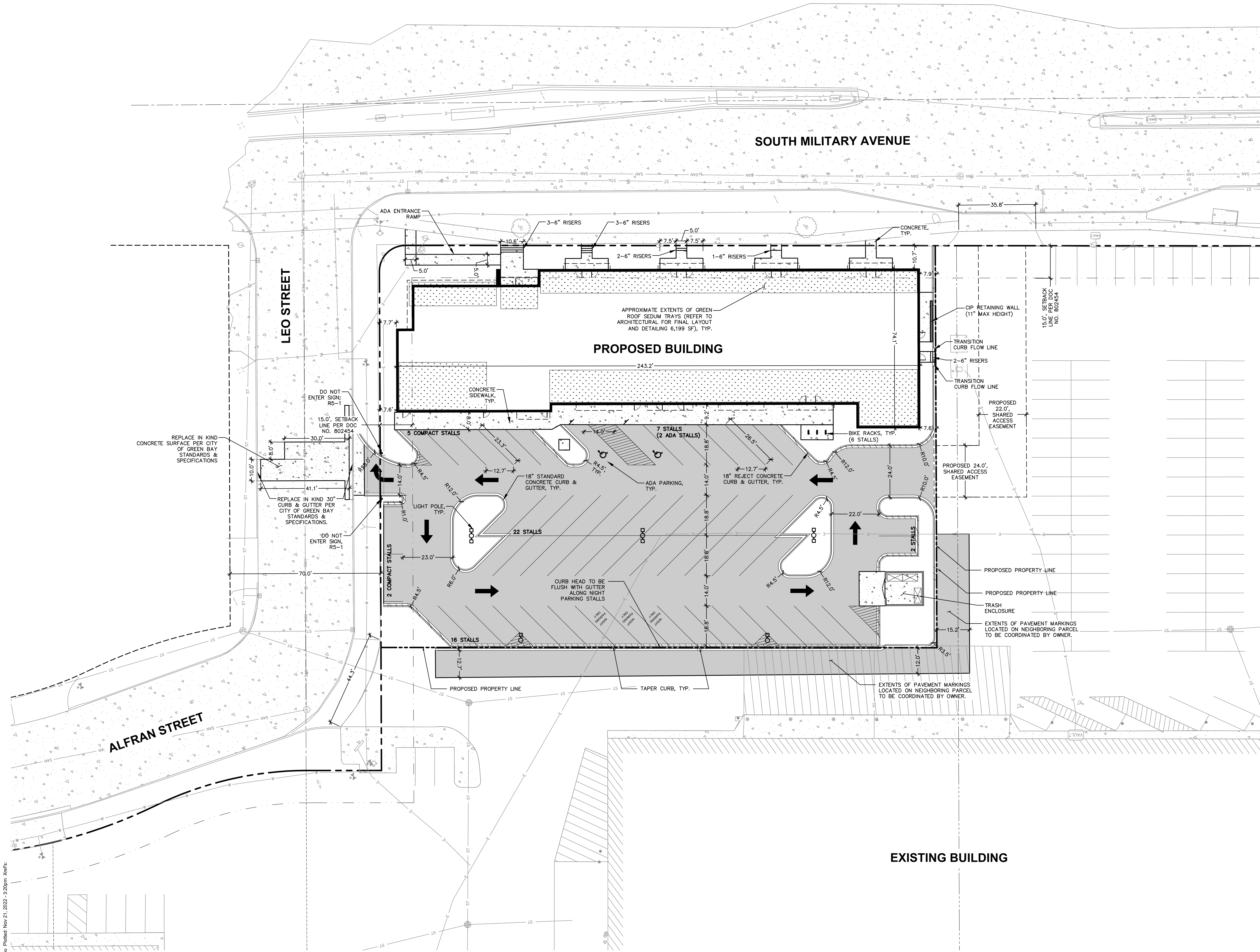


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GENERAL NOTES

1. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGENDS.
2. ALL WORK IN THE ROW AND/OR PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN AND MUNICIPAL REQUIREMENTS.
3. EXISTING GRADE SPOT ELEVATIONS SHOWN FOR INFORMATIONAL PURPOSES. DURING CONSTRUCTION MATCH EXISTING GRADES AT CONSTRUCTION LIMITS.
4. NO SITE GRADING OUTSIDE OR DOWNSLOPE OF PROPOSED SILT FENCE LOCATION. NO LAND DISTURBANCE BEYOND PROPERTY LINES.
5. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.

PAVING NOTES

1. GENERAL
 - 1.1. ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION, LATEST EDITION, APPLICABLE VILLAGE OF ATHENS ORDINANCES AND THE GEOTECHNICAL REPORT TO BE PREPARED BY INTERTEK PSI DATED JULY 29, 2022.
 - 1.2. ALL PAVING DIMENSIONS ARE TO FACE OF CURB UNLESS SPECIFIED OTHERWISE.
 - 1.3. SURFACE PREPARATION - NOTIFY ENGINEER/OWNER OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
 - 1.4. ANY REQUIRED REPLACEMENT OF PUBLIC CURB AND GUTTER SHALL MATCH EXISTING AND MEET MUNICIPALITY REQUIREMENTS.
2. ASPHALTIC CONCRETE PAVING SPECIFICATIONS
 - 2.1. CODES AND STANDARDS - THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACE COURSE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.
 - 2.2. WEATHER LIMITATIONS - APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° F (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (-1° C).
 - 2.3. GRADE CONTROL - ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.
 - 2.4. CRUSHED AGGREGATE BASE COURSE - SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.
 - 2.5. BINDER COURSE AGGREGATE - SHALL CONFORM TO SECTIONS 460 AND 315, STATE HIGHWAY SPECIFICATIONS.
 - 2.6. SURFACE COURSE AGGREGATE - SHALL CONFORM TO SECTIONS 460 AND 465, STATE HIGHWAY SPECIFICATIONS.
 - 2.7. ASPHALTIC MATERIALS - SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.
3. CONCRETE PAVING SPECIFICATIONS
 - 3.1. CONCRETE PAVING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 415 AND 416 OF THE STATE HIGHWAY SPECIFICATIONS.
 - 3.2. CONCRETE PAVEMENT SHALL BE REINFORCED WITH NOVOMESH 950 (OR EQUAL) FIBER REINFORCEMENT AT A RATE OF 5 LBS/CUBIC YARD.
 - 3.3. CURING COMPOUNDS SHALL CONFORM TO SECTION 415 OF THE STATE HIGHWAY SPECIFICATIONS.
 - 3.4. CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND CONSTRUCTION JOINTS OF ONE-QUARTER CONCRETE THICKNESS AT AN EQUAL RATIO OF LENGTH TO WIDTH WHEREVER POSSIBLE WITH A MAXIMUM LENGTH BETWEEN JOINTS OF 8' ON CENTER.
 - 3.5. CONTRACTOR SHALL PROVIDE EXPANSION JOINTS IN SIDEWALKS AT A MAXIMUM 25' ON CENTER.
 - 3.6. EXTERIOR CONCRETE SURFACES SHALL BE BROOM FINISHED.
 - 3.7. ALL CONCRETE SURFACES TO BE SEALED WITH TYPE TK-280V CONCRETE SEALANT.
4. PAVEMENT MARKING SPECIFICATIONS
 - 4.1. ALL PAVEMENT MARKINGS INCLUDING: STOP BARS, CROSSWALKS, DIRECTIONAL ARROWS, PARKING STALL LINES, ADA STALL MARKINGS, NO PARKING ZONES, DROP-OFF/PICK-UP ZONES SHALL BE PAINTED WITH EPOXY PAINT PER SPECIFICATIONS.
 - 4.2. MARK AND STRIPE ADA PARKING SPACES APPROPRIATELY.
 - 4.3. USE 4" WIDE, HIGH VISIBILITY YELLOW EPOXY PAINT FOR STALL LINES.
 - 4.4. 2' x 4' TRUNCATED DOME WARNING DETECTION FIELD SHALL BE PLACED AT ALL ADA RAMPS.

LEGEND

---	PROPERTY LINE
- - - - -	RIGHT-OF-WAY
- . - . -	EASEMENT LINE
=====	BUILDING OUTLINE
-----	BUILDING OVERHANG
-----	BUILDING SETBACK LINE
=====	EDGE OF PAVEMENT
=====	STANDARD CURB AND GUTTER
=====	REJECT CURB AND GUTTER
=====	ASPHALT PAVEMENT
=====	CONCRETE PAVEMENT
○	LIGHT POLE (REFER TO PHOTOMETRIC PLAN*)
▲	ADA PARKING SIGN
—	BIKE RACK

*LIGHTING PROVIDED BY CRESENT ELECTRIC SUPPLY COMPANY.
FOR MORE INFORMATION ON PRODUCT QUOTE, PLEASE CONTACT
LENNY MEYER AT (920) 734-4517 OR Len.Meyer@cesco.com

SITE INFORMATION BLOCK	
SITE ADDRESS	SOUTH MILITARY AVENUE
PROPERTY ACREAGE	1.10 ACRES
ZONING DISTRICT	PLANNED UNIT DEVELOPMENT
NUMBER OF BUILDING STORIES	4
BUILDING SQUARE FOOTAGE	15,282
NUMBER OF PARKING STALLS REQ'D: 95 STANDARD/2 ACCESSIBLE	
SURFACE	
LARGE	52
ACCESSIBLE	2
TOTAL SURFACE	54
EXISTING VS. PROPOSED SITE COVERAGE	
EXISTING IMPERVIOUS SURFACE AREA	48,215 SF
EXISTING PERVIOUS SURFACE AREA	48,215 SF
EXISTING IMPERVIOUS SURFACE AREA RATIO	1.00
PROPOSED IMPERVIOUS SURFACE AREA	35,198 SF
PROPOSED PERVIOUS SURFACE AREA	13,017 SF
PROPOSED IMPERVIOUS SURFACE AREA RATIO	0.73

KA
KORB + ASSOCIATES ARCHITECTS

JSD

PROJECT:
BAY CITY LOFTS
216 S. MILITARY AVE.
GREEN BAY, WI

OWNER:
GORMAN & COMPANY
200 N Main Street
Oregon, WI 53575

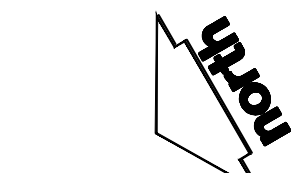
ARCHITECT:
KORB + ASSOCIATES
ARCHITECTS
648 N. PLANKINTON AVE
SUITE 240
MILWAUKEE, WI 53203

CIVIL ENGINEER:
JSD PROFESSIONAL
SERVICES, INC.
7402 STONE RIDGE DRIVE
WESTON, WI 54476

STRUCTURAL ENGINEER:
SPIRE ENGINEERING, INC.
305 N Plankinton Avenue
Suite 101
Milwaukee, WI 53203

DATE REVISION

DESIGN REVIEW - NOT FOR CONSTRUCTION -



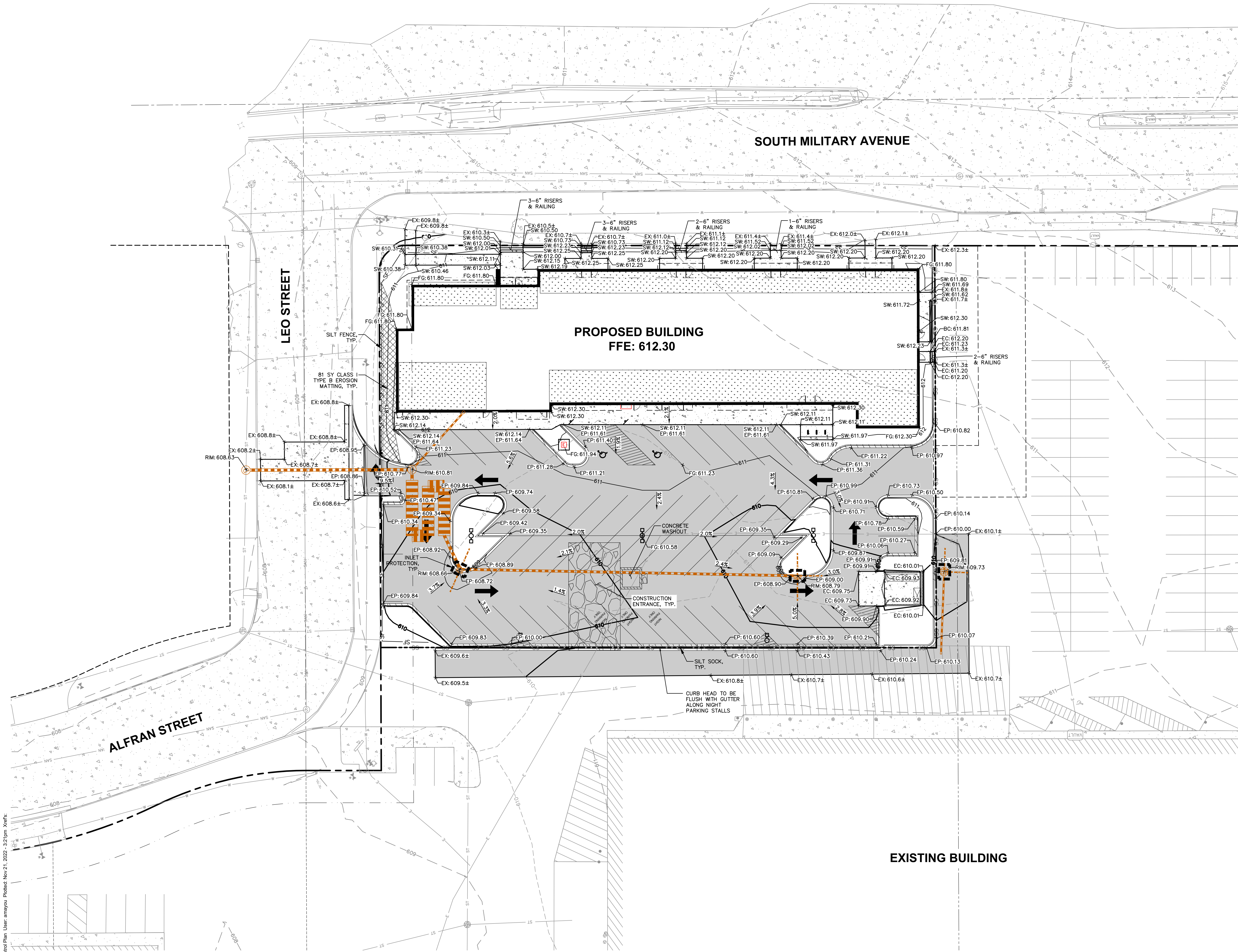
SCALE IN FEET
0 20'

DIGGERS HOTLINE
Toll Free (800) 242-8511

PROJ. NO.	220204
SCALE	AS INDICATED
PHASE	95% CONSTR. DOC.
DATE	10.14.2022

SITE PLAN
C2.0
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EROSION CONTROL NOTES

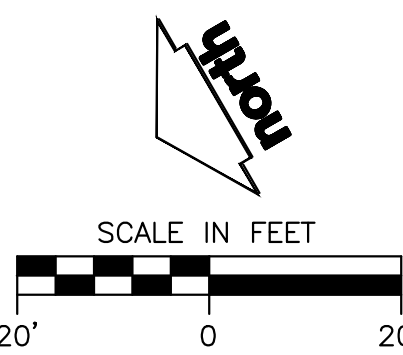
- CONTRACTOR IS RESPONSIBLE TO NOTIFY ENGINEER OF RECORD AND OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL AND STORMWATER MANAGEMENT PLANS. ENGINEER OF RECORD AND APPROPRIATE CITY OF GREEN BAY OFFICIALS MUST APPROVE ANY CHANGES PRIOR TO DEVIATION FROM THE APPROVED PLANS.
- ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND CITY OF GREEN BAY ORDINANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY OF THESE STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL EROSION CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS.
- INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER, AS SHOWN ON PLAN. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS IS ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL DESIGN MODIFICATIONS MUST BE APPROVED BY THE CITY OF GREEN BAY PRIOR TO DEVIATION OF THE APPROVED PLAN.
- ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE INSPECTORS, LOCAL INSPECTORS, COUNTY INSPECTORS AND/OR ENGINEER OF RECORD SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
- INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY.
- ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE INSPECTED WITHIN 24 HOURS OF ALL RAIN EVENTS EXCEEDING 0.5 INCHES. ANY DAMAGED EROSION CONTROL MEASURES SHALL BE REPAIRED OR REPLACED IMMEDIATELY UPON INSPECTION.
- CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. ADDITIONAL LOCATIONS OTHER THAN AS SHOWN ON THE PLANS MUST BE PRIOR APPROVED BY THE MUNICIPALITY. CONSTRUCTION ENTRANCES SHALL BE 50' LONG AND NO LESS THAN 12" THICK BY USE OF 3" CLEAR STONE. CONSTRUCTION ENTRANCES SHALL BE MAINTAINED BY THE CONTRACTOR IN A CONDITION WHICH WILL PREVENT THE TRACKING OF MUD OR DRY SEDIMENT ONTO ADJACENT PUBLIC STREETS AFTER EACH WORKING DAY OR MORE FREQUENTLY AS REQUIRED.
- PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEP AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE CITY OF GREEN BAY.
- INLET PROTECTION SHALL BE IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER AND SILT FENCE SHALL BE IMMEDIATELY FITTED AT ALL INSTALLED CULVERT INLETS TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS.
- INSTALL EROSION CONTROLS ON THE DOWNSTREAM SIDE OF STOCKPILES. IF STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES IS REQUIRED. IF DISTURBANCE OCCURS BETWEEN NOVEMBER 15TH AND MAY 15TH, THE MULCHING SHALL BE PERFORMED BY HYDRO-MULCHING WITH A "TACKIFIER."
- DITCH CHECKS AND APPLICABLE EROSION NETTING/MATTING SHALL BE INSTALLED IMMEDIATELY AFTER COMPLETION OF GRADING EFFORTS WITHIN DITCHES/SWALES TO PREVENT SOIL TRANSPORTATION.
- EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.):
 - PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
 - BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
 - DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH THE Dewatering TECHNICAL STANDARD NO. 1061 PRIOR TO RELEASE INTO THE STORM SEWER, RECEIVING STREAM, OR DRAINAGE DITCH.
- ALL SLOPES 4:1 OR GREATER SHALL BE STABILIZED WITH CLASS I, TYPE B EROSION MATTING OR APPLICATION OF A WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED WITHIN 7 DAYS OF REACHING FINAL GRADE AND/OR AS SOON AS CONDITIONS ALLOW. DRAINAGE SWALES SHALL BE STABILIZED WITH CLASS II, TYPE B EROSION MATTING. EROSION MATTING AND/OR NETTING USED ON-SITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WDNR TECHNICAL STANDARDS 1052 AND 1053.
- CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO CONTROL DUST ARISING FROM CONSTRUCTION OPERATIONS. REFER TO WDNR TECHNICAL STANDARD 1068.
- EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY AT THE SITE HAS BEEN COMPLETED AND THAT A UNIFORM PERENNIAL VEGETATIVE COVER HAS BEEN ESTABLISHED WITH A DENSITY OF AT LEAST 70% FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES OR THAT EMPLOY EQUIVALENT PERMANENT STABILIZATION MEASURES.
- CONTRACTOR/OWNER SHALL FILE A NOTICE OF TERMINATION UPON COMPLETION OF THE PROJECT IN ACCORDANCE WITH WDNR REQUIREMENTS AND/OR PROPERTY SALE IN ACCORDANCE WITH WDNR REQUIREMENTS.
- STABILIZATION PRACTICES:**
 - STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. NO MORE THAN SEVEN (7) DAYS SHALL PASS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS CEASED UNLESS:
 - THE INITIATION STABILIZATION MEASURES BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS CEASED IS PRECLUDED BY SNOW COVER. IN THAT EVENT, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.
 - CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN FOURTEEN (14) DAYS FROM WHEN ACTIVITY CEASED, (I.E. THE TOTAL TIME PERIOD THAT THE CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN FOURTEEN (14) DAYS. IN THAT EVENT, STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED.
 - STABILIZATION MEASURES SHALL BE DETERMINED BASED ON SITE CONDITIONS AT THE TIME OF CONSTRUCTION ACTIVITY HAS CEASED, INCLUDING BUT NOT LIMITED TO WEATHER CONDITIONS AND LENGTH OF TIME MEASURE MUST BE EFFECTIVE. THE FOLLOWING ARE ACCEPTABLE STABILIZATION MEASURES:
 - PERMANENT SEEDING: IN ACCORDANCE WITH APPROVED CONSTRUCTION SPECIFICATION
 - TEMPORARY SEEDING: MAY CONSIST OF SPRING OATS(100LBS/ACRE) AND/OR WHEAT OR CEREAL RYE (150LB/ACRE)
 - HYDRO-MULCHING WITH A TACKIFIER
 - GEOTEXTILE EROSION MATTING
 - SODDING

GRADING AND SEEDING NOTES

- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL VERIFY ALL GRADES. MAKE SURE ALL AREAS DRAIN PROPERLY AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR COMPUTATIONS OF ALL GRADING QUANTITIES. WHILE JSD PROFESSIONAL SERVICES, INC. ATTEMPTS TO PROVIDE A MOST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARDS OF CARE. THEREFORE, NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
- PARKING LOT AND DRIVEWAY ELEVATIONS ARE PAVEMENT GRADES, NOT TOP OF CURB GRADES, UNLESS OTHERWISE NOTED.
- ANY WORK WITHIN RIGHT-OF-WAY SHALL BE PROPERLY PERMITTED AND COORDINATED WITH THE APPROPRIATE OFFICIALS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. ALL GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS.
- CONTRACTOR SHALL PROVIDE NOTICE TO THE MUNICIPALITY IN ADVANCE OF ANY SOIL DISTURBING ACTIVITIES, IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS.
- ALL DISTURBED AREAS SHALL BE SODDED AND/OR SEEDDED AND MULCHED IMMEDIATELY FOLLOWING GRADING ACTIVITIES. SOD/SEED MIX TO BE IN ACCORDANCE WITH LANDSCAPE PLAN.
- CONTRACTOR SHALL WATER ALL NEWLY SODDED/SEEDDED AREAS DURING THE SUMMER MONTHS WHENEVER THERE IS A 7 DAY LAPSE WITH NO SIGNIFICANT RAINFALL.
- CONTRACTOR TO DEEP TILL ALL COMPACTED PERVIOUS SURFACES PRIOR TO SODDING AND/OR SEEDING AND MULCHING.
- ALL SLOPES 20% OR GREATER SHALL BE TEMPORARY SEEDDED, MULCHED, OR OTHER MEANS OF COVER PLACED ON THEM WITHIN 2 WEEKS OF DISTURBANCE.
- ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 14 DAYS AND REQUIRE VEGETATIVE COVER FOR LESS THAN 1 YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1059 AND CITY OF GREEN BAY ORDINANCE.

LEGEND

PROPERTY LINE	→ DRAINAGE DIRECTION
RIGHT-OF-WAY	RETAINING WALL
EASEMENT LINE	SILT FENCE
BUILDING OUTLINE	SILT SOCK
BUILDING OVERHANG	CONSTRUCTION ENTRANCE
EDGE OF PAVEMENT	EROSION MATTING
STANDARD CURB AND GUTTER	SPOT ELEVATION
REJECT CURB AND GUTTER	EP - EDGE OF PAVEMENT
ASPHALT PAVEMENT	FG - FINISH GRADE
CONCRETE PAVEMENT	EC - EDGE OF CONCRETE
PROPOSED 1 FOOT CONTOUR	BC - BACK OF CURB
PROPOSED 5 FOOT CONTOUR	EX - MATCH EXISTING GRADE
EXISTING 1 FOOT CONTOUR	HP - HIGH POINT
EXISTING 5 FOOT CONTOUR	SW - SIDEWALK
	INLET PROTECTION



DIGGERS HOTLINE
Toll Free (800) 242-8511

KA
KORB + ASSOCIATES ARCHITECTS

JSD

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SPIRE ENGINEERING, INC.
305 N Plankinton Avenue
Suite 101
Milwaukee, WI 53203

DATE	REVISION
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DESIGN REVIEW - NOT FOR CONSTRUCTION -

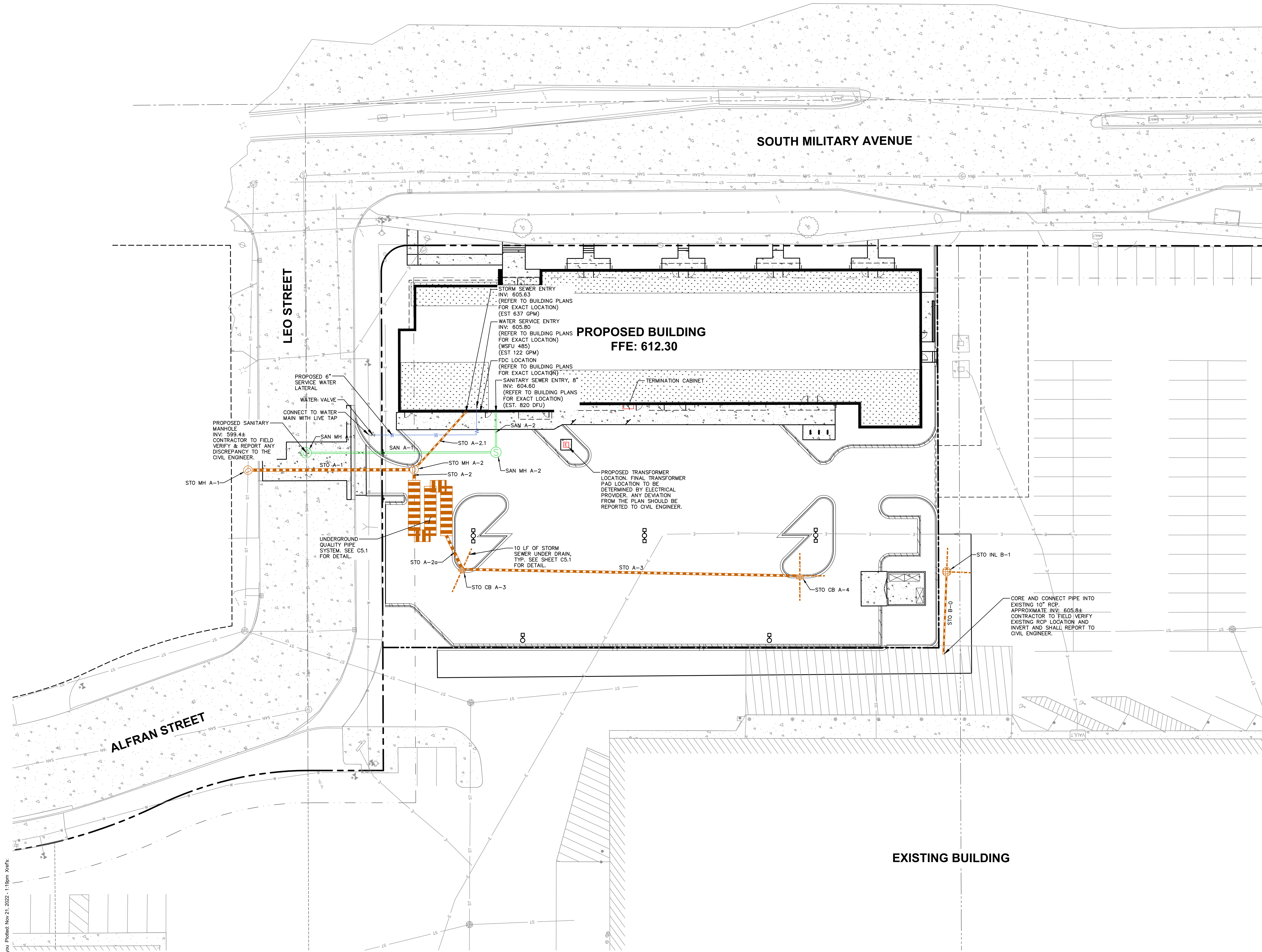
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GRADING & EROSION
CONTROL PLAN

C3.0

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PROPOSED STORM SEWER STRUCTURE TABLE					
LABEL	RIM EL. (FT)	INVERT EL. (FT)	DEPTH (FT)	STRUCTURE DESC.	FRAME & GRATE
STO CB A-3	608.66	E INV: 604.21 (15") SW INV: 604.46 (12")	4.4	2 x 3 INLET	R-3067 TYPE L
STO CB A-4	608.79	NE INV: 605.21 (12")	3.6	2 x 3 INLET	R-3067 TYPE L
STO INL B-1	609.73	NW INV: 607.08 (8")	2.6	36 IN MH (FLAT)	R-2050 TYPE D
STO MH A-1	608.64	SE INV: 603.47 (30") SW INV: 603.57 (15") NW INV: 603.47 (30")	5.2	72 IN MH (FLAT)	R-1556 SOLID LID
STO MH A-2	610.81	NE INV: 603.96 (15") NW INV: 604.08 (15") S INV: 605.26 (8")	6.9	60 IN MH (FLAT)	R-1556 SOLID LID

PROPOSED STORM SEWER PIPE TABLE							
LABEL	FROM	TO	LENGTH	INVERT EL. (FT)	DISCHARGE EL. (FT)	SLOPE	SIZE
STO A-1	STO MH A-2	STO MH A-1	77'	603.96	603.57	0.50%	15 IN
STO A-2	END CAP	STO MH A-2	5'	604.08	604.06	0.50%	15 IN
STO A-2.1	BUILDING	STO MH A-2	36'	605.63	605.26	1.04%	8 IN
STO A-2a	STO CB A-3	END CAP	17'	604.21	604.08	0.76%	15 IN
STO A-3	STO CB A-4	STO CB A-3	157'	605.21	604.46	0.48%	12 IN
STO B-0	STO INL B-1	10" RCP	38'	607.08	605.87	3.17%	8 IN

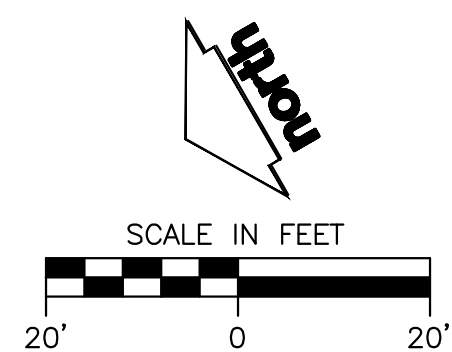
PROPOSED SANITARY SEWER STRUCTURE TABLE					
LABEL	RIM EL. (FT)	INVERT EL. (FT)	DEPTH (FT)	STRUCTURE DESC.	FRAME & GRATE
SAN MH A-1	609.03	SE INV: 599.41 (8") NW INV: 599.41 (8") SW INV: 602.36 (8")	9.6	48 IN MH	R-1556 SOLID LID
SAN MH A-2	611.00	NE INV: 604.13 (8") SE INV: 604.23 (8")	6.9	48 IN MH	R-1556 SOLID LID

*OUTSIDE DROP SANITARY MANHOLE.
SEE SHEET C5.0 FOR DETAIL.

PROPOSED SANITARY SEWER PIPE TABLE							
LABEL	FROM	TO	LENGTH	INVERT EL. (FT)	DISCHARGE EL. (FT)	SLOPE	SIZE
SAN A-1	SAN MH A-2	SAN MH A-1	88'	604.13	602.36	2.00%	8 IN
SAN A-2	BUILDING	SAN MH A-2	19'	604.60	604.23	2.00%	8 IN

LEGEND

	PROPERTY LINE
	RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING OUTLINE
	BUILDING OVERHANG
	EDGE OF PAVEMENT
	STANDARD CURB AND GUTTER
	REJECT CURB AND GUTTER
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	RETAINING WALL
	SANITARY SEWER
	WATERMAIN
	STORM SEWER
	8'x4'x22" INSULATION (PLAN VIEW)



UTILITY NOTES

- ALL EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATIONS OF ANY UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR/OWNER SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.
- PRIOR TO CONSTRUCTION, THE PRIME CONTRACTOR IS RESPONSIBLE FOR:
 - EXAMINING ALL SITE CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
 - OBTAINING ALL PERMITS INCLUDING PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, AND ALL OTHER FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY.
 - VERIFYING ALL ELEVATIONS, LOCATIONS AND SIZES OF SANITARY, WATER AND STORM LATERALS AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS. NOTIFY ENGINEER OF ANY DISCREPANCY. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS RESOLVED.
 - NOTIFYING ALL UTILITIES PRIOR TO INSTALLATION OF ANY UNDERGROUND IMPROVEMENTS.
 - NOTIFYING THE DESIGN ENGINEER AND MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION OBSERVATION.
 - COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
- ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN - AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS AND CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
- LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF IMPROVEMENTS.
- CONTRACTOR SHALL INSTALL A PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT AS REQUIRED IN CONSTRUCTION SITES WHERE THE POTENTIAL FOR PEDESTRIAN INJURY EXISTS.
- CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT ALL UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, ETC.) TO MATCH THE FINISHED GRADES OF THE AREAS EFFECTED BY THE CONSTRUCTION.
- THE PRIME CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
- ANY UTILITIES, WHICH ARE DAMAGED BY THE CONTRACTORS, SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE ENGINEER WITH AS-BUILT CONDITIONS OF THE DESIGNATED IMPROVEMENTS IN ORDER THAT THE APPROPRIATE DRAWINGS CAN BE PREPARED, IF REQUIRED. ANY CHANGES TO THE DRAWINGS OR ADDITIONAL ITEMS MUST BE REPORTED TO THE ENGINEER AS WORK PROGRESSES.
- STORM SEWER SPECIFICATIONS -

PIPE - REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS III (MINIMUM) C-76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443. HIGH DENSITY DUAL-WALL POLYETHYLENE CORRUGATED PIPE SHALL BE AS MANUFACTURED BY ADS OR EQUAL WITH WATER TIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION W-294 TYPE "S". POLYVINYLCHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR 35 FOR PIPE SIZES 8"-15" WITH INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212 AND ASTM 1785 SCHEDULE 40 FOR PIPE SIZES 6" OR SMALLER.

BACKFILL AND BEDDING - STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".

MANHOLE FRAMES AND COVERS - MANHOLE FRAMES AND COVERS SHALL BE PROVIDED IN ACCORDANCE WITH THE STORM STRUCTURE TABLE ON SHEET C4.0.

FIELD TILE CONNECTION - ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.

12. WATER MAIN SPECIFICATIONS -

PIPE - DUCTILE IRON PIPE SHALL BE CLASS 52 CONFORMING TO AWWA C151 AND CHAPTER 8.18.0 OF THE "STANDARD SPECIFICATIONS". POLYVINYL CHLORIDE (PVC) PIPE SHALL MEET THE REQUIREMENTS OF AWWA STANDARD C-900, CLASS 150, DR-18, WITH CAST IRON O.D. AND INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS. NON-METALLIC WATER MAINS SHALL BE INSTALLED WITH BLUE INSULATION TRACER WIRE AND CONFORM WITH SPS 362.30(11)(n).

VALVES AND VALVE BOXES - GATE VALVES SHALL BE AWWA GATE VALVES MEETING THE REQUIREMENTS OF AWWA C-500 AND CHAPTER 8.27.0 OF THE "STANDARD SPECIFICATIONS". GATE VALVES AND VALVE BOXES SHALL CONFORM TO LOCAL PLUMBING ORDINANCES.

BEDDING AND COVER MATERIAL - PIPE BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.4.3.2 OF THE "STANDARD SPECIFICATIONS".

BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".

13. SANITARY SEWER SPECIFICATIONS -

PIPE - SANITARY SEWER PIPE MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR-35, WITH INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212 FOR PIPE SIZES 8" TO 15", ASTM 1785, SCHEDULE 40 FOR PIPE SIZES 6" OR SMALLER.

BEDDING AND COVER MATERIAL - BEDDING AND COVER MATERIAL SHALL CONFIRM TO THE APPROPRIATE SECTIONS OF THE "STANDARD SPECIFICATION" WITH THE FOLLOWING MODIFICATION: "COVER MATERIAL SHALL BE THE SAME AS USED FOR BEDDING AND SHALL CONFORM TO SECTION 8.4.3.2 (A).

BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". BACKFILL WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".

14. WATERMAIN AND SANITARY SEWER SHALL BE INSULATED WHEREVER THE DEPTH OF COVER IS LESS THAN 6 FEET. INSULATION SHALL BE INSTALLED IN CONFORMANCE WITH CHAPTER 4.17.0 "INSULATION" OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN 6TH EDITION UPDATED WITH ITS LATEST ADDENDUM (TYP.).

KA
KORB + ASSOCIATES ARCHITECTS

JSD

PROJECT:
BAY CITY LOFTS
216 S. MILITARY AVE.
GREEN BAY, WI

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ARCHITECT:
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ARCHITECTS
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CIVIL ENGINEER:
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WESTON, WI 54476

STRUCTURAL ENGINEER:
SPIRE ENGINEERING, INC.
305 N Plankinton Avenue
Suite 101
Milwaukee, WI 53203

DATE	REVISION
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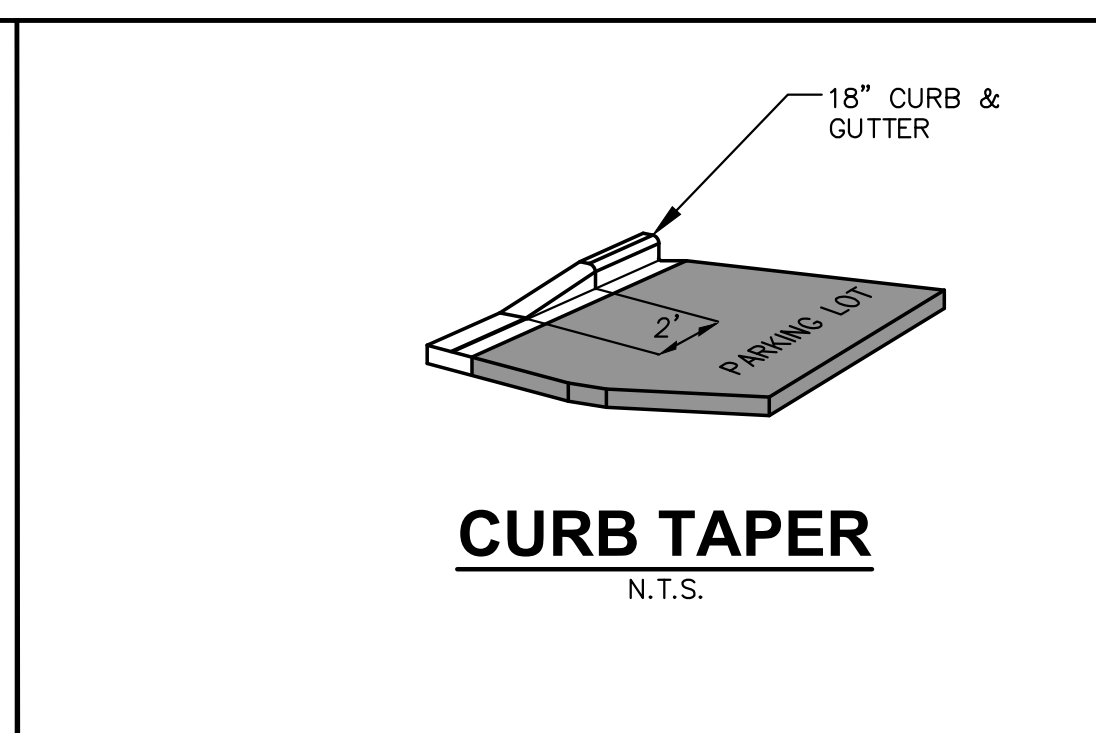
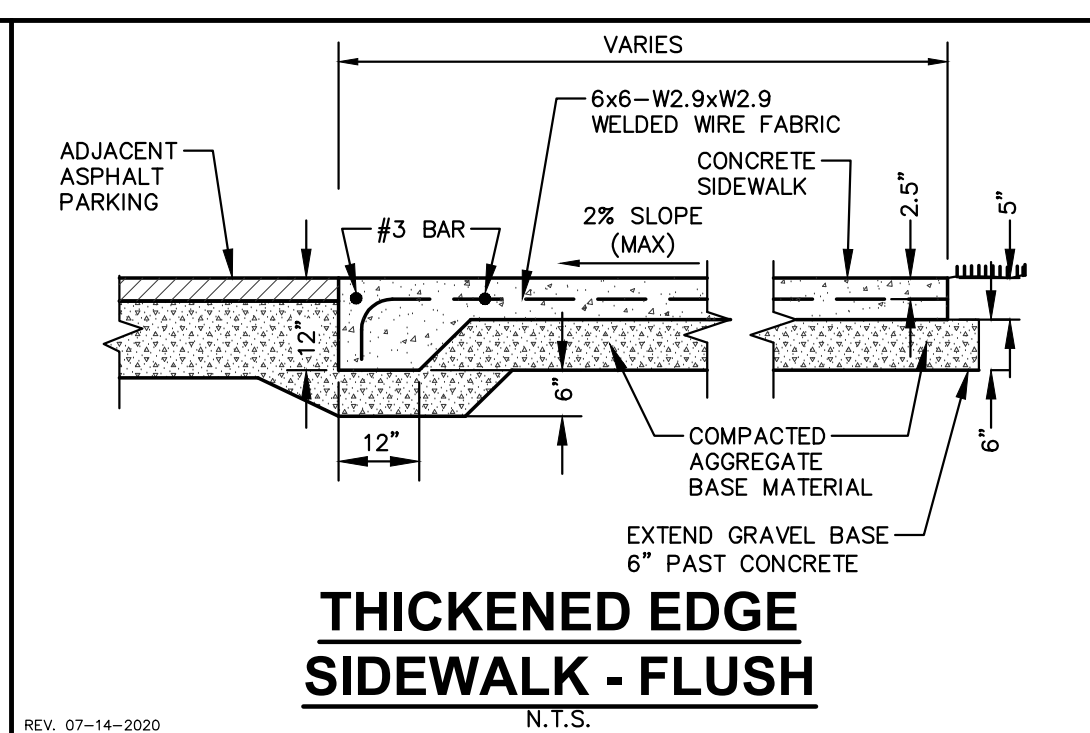
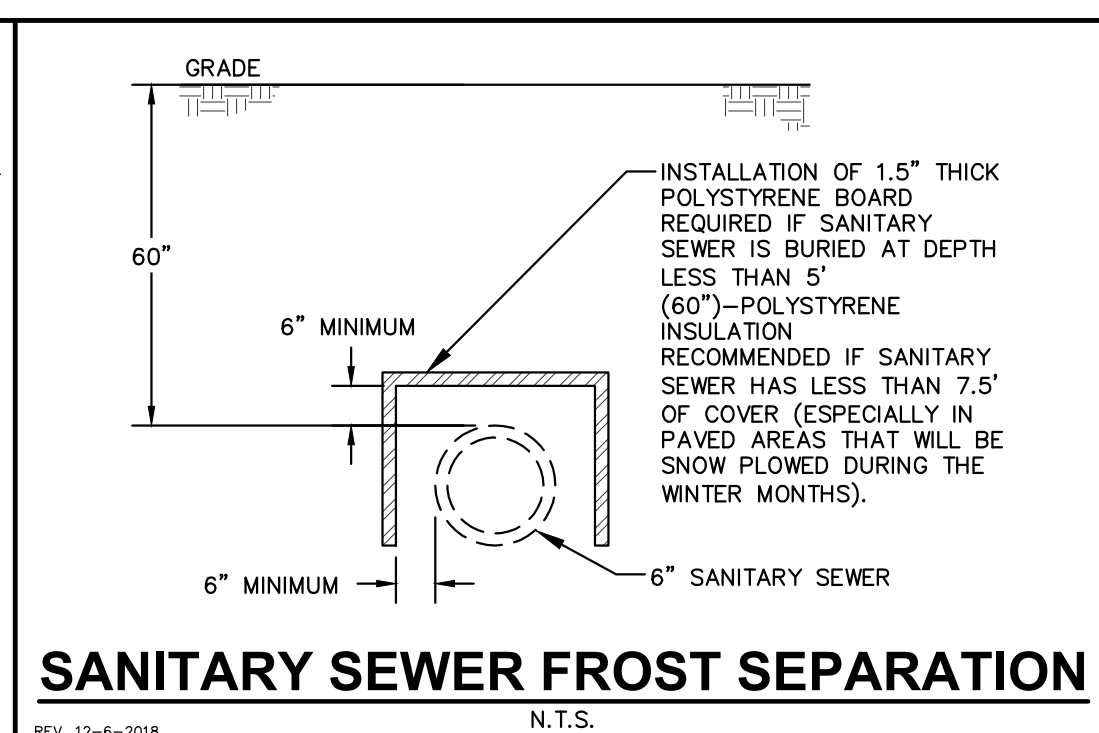
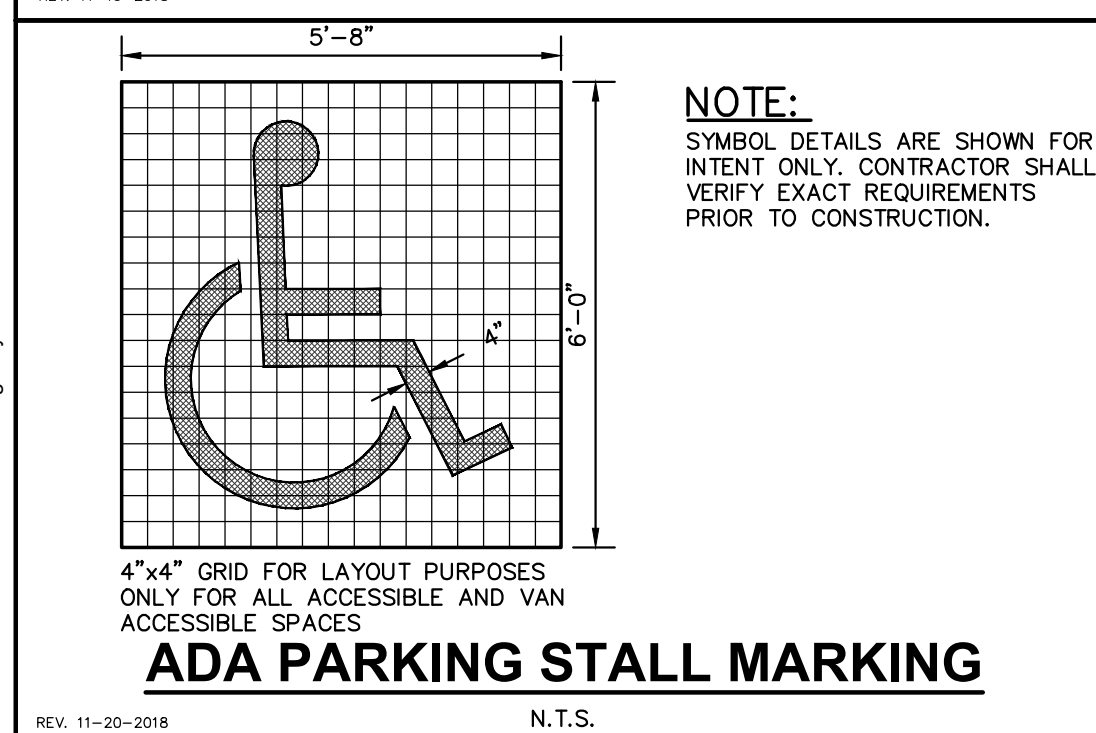
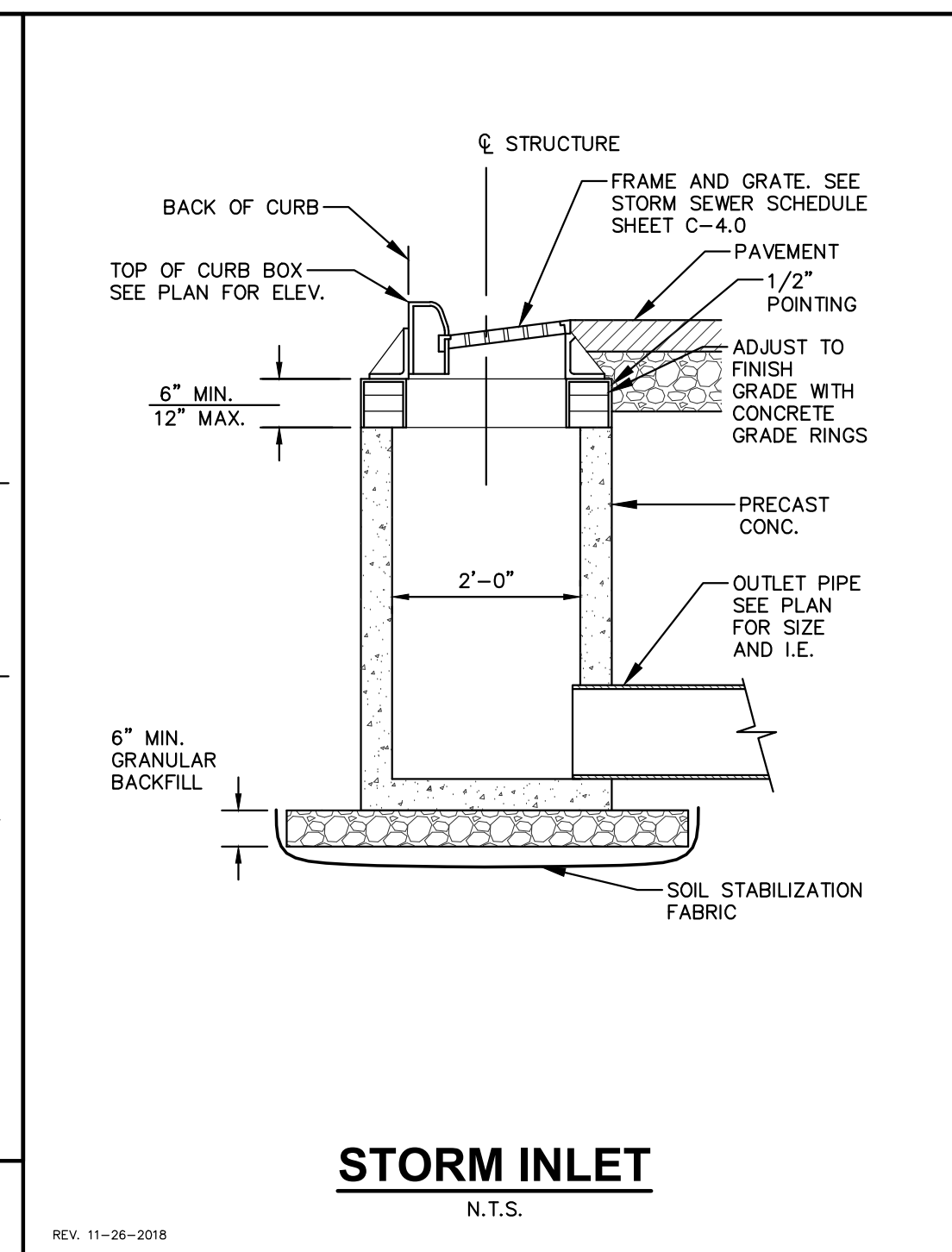
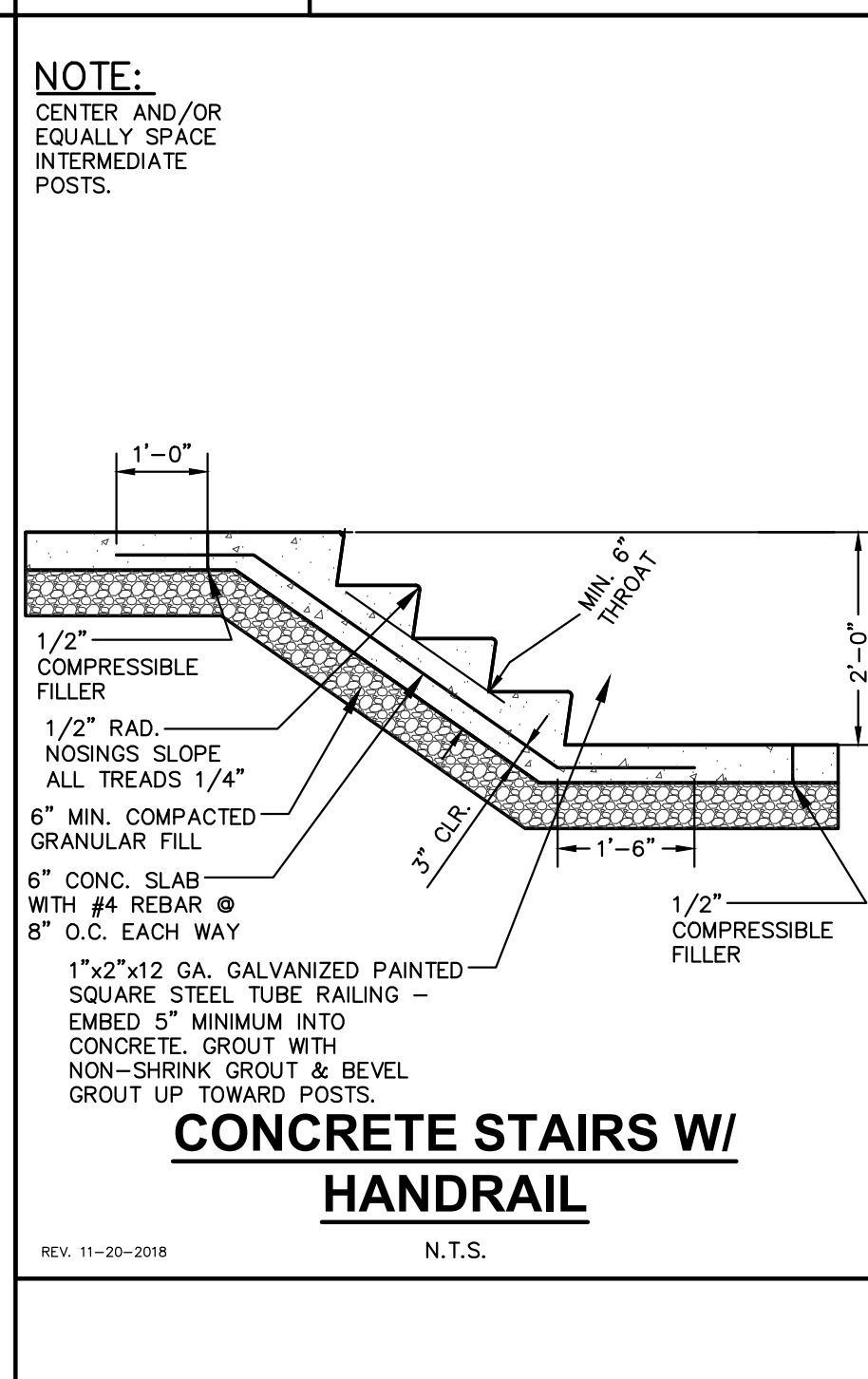
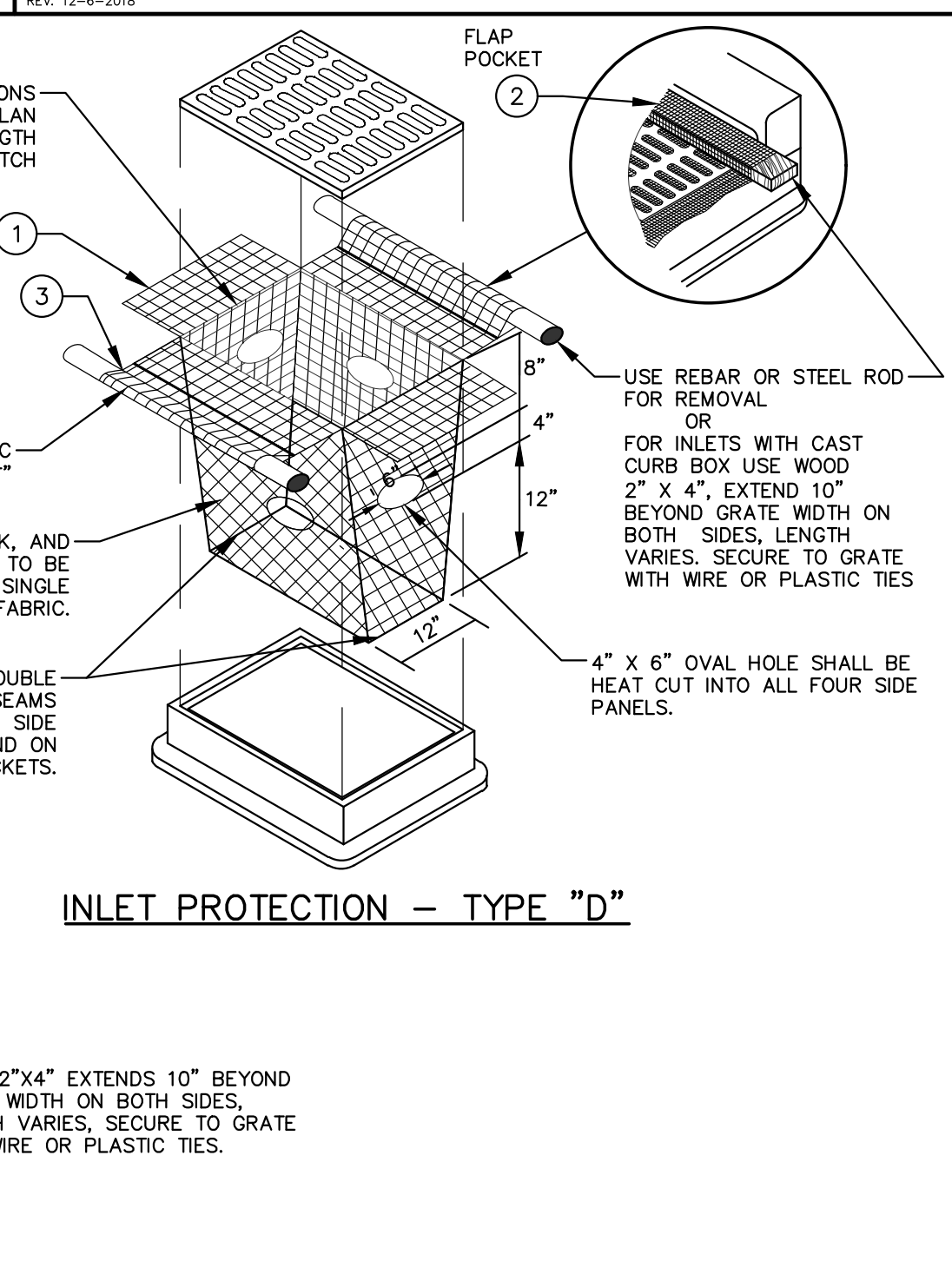
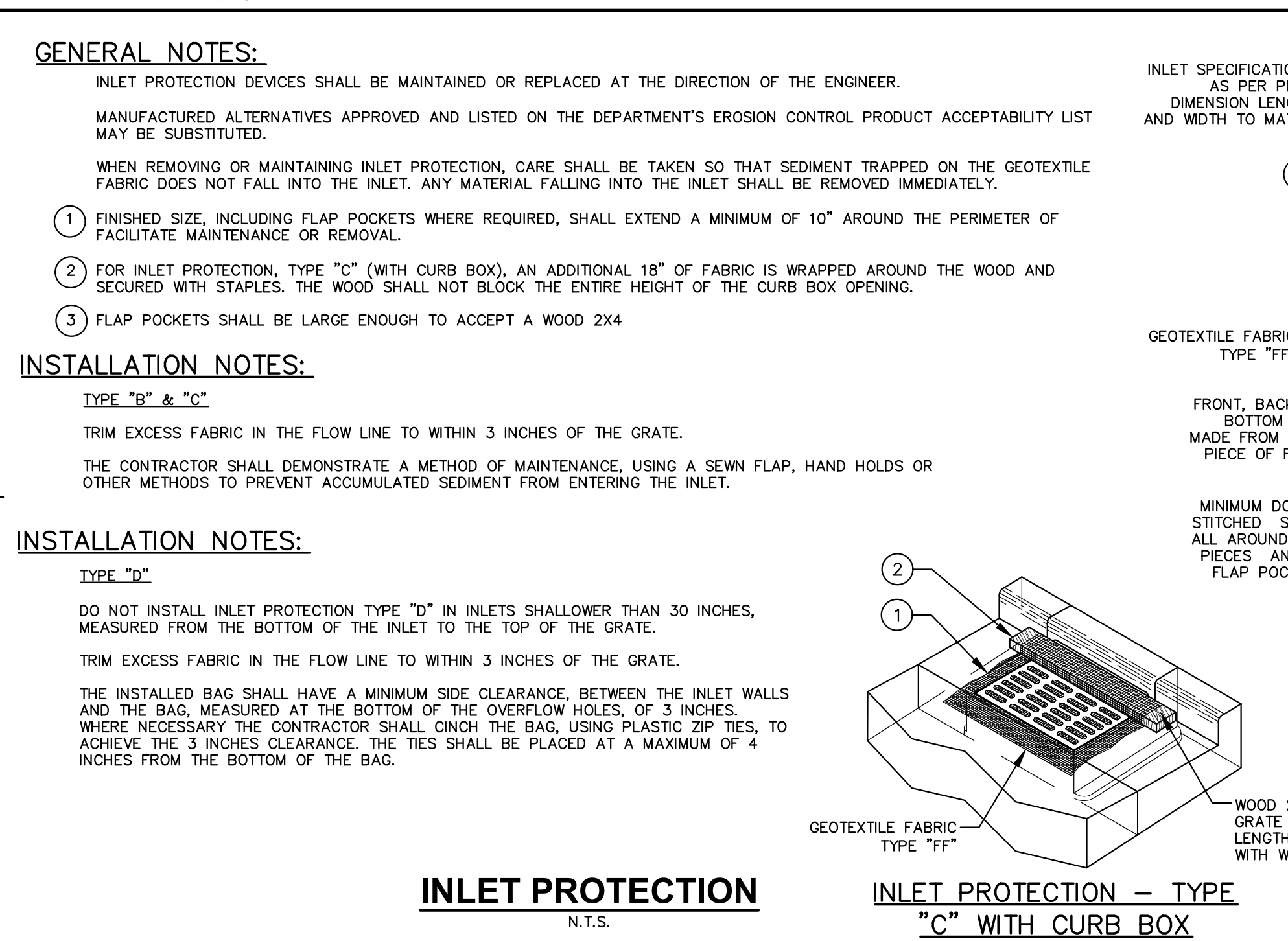
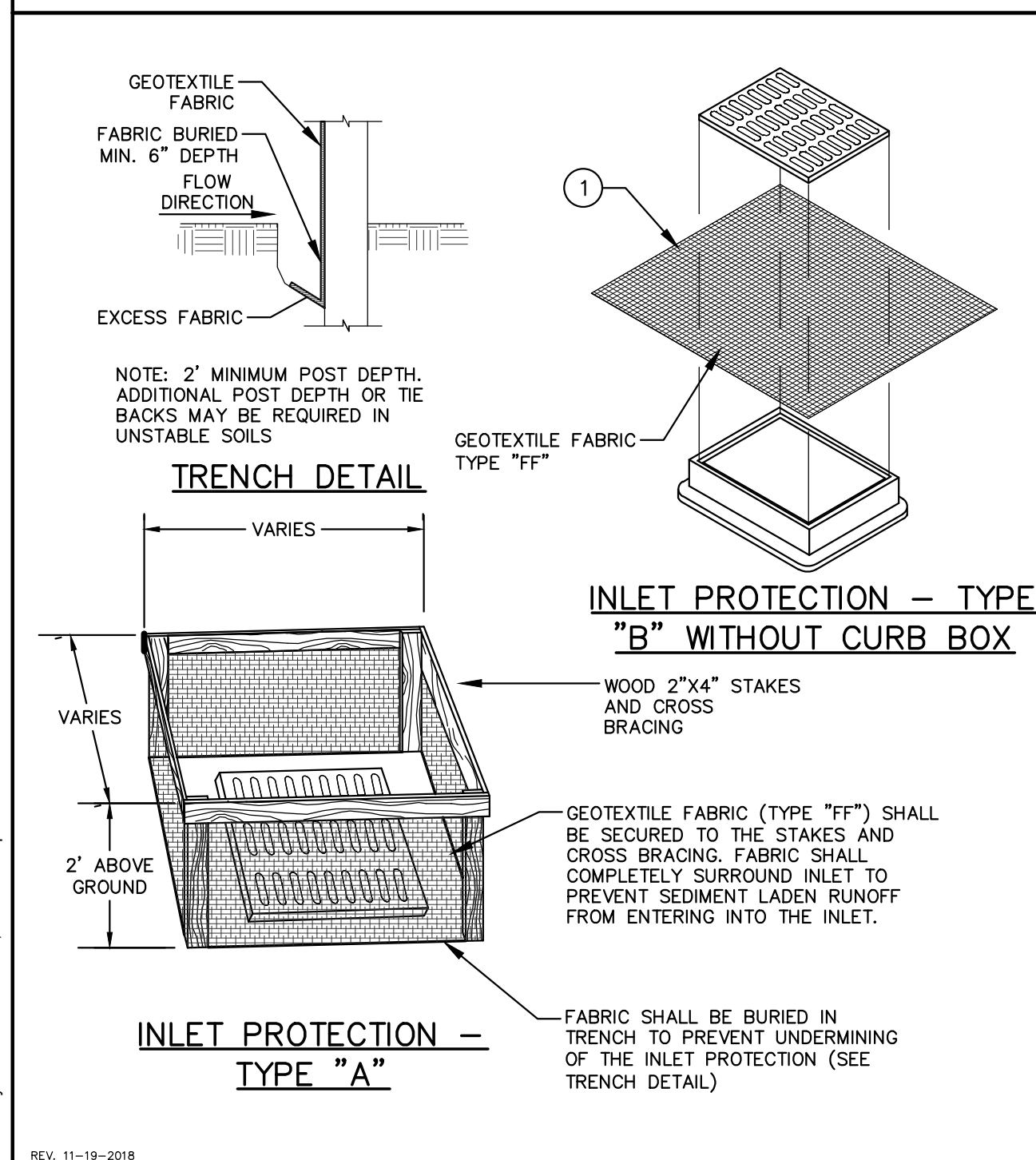
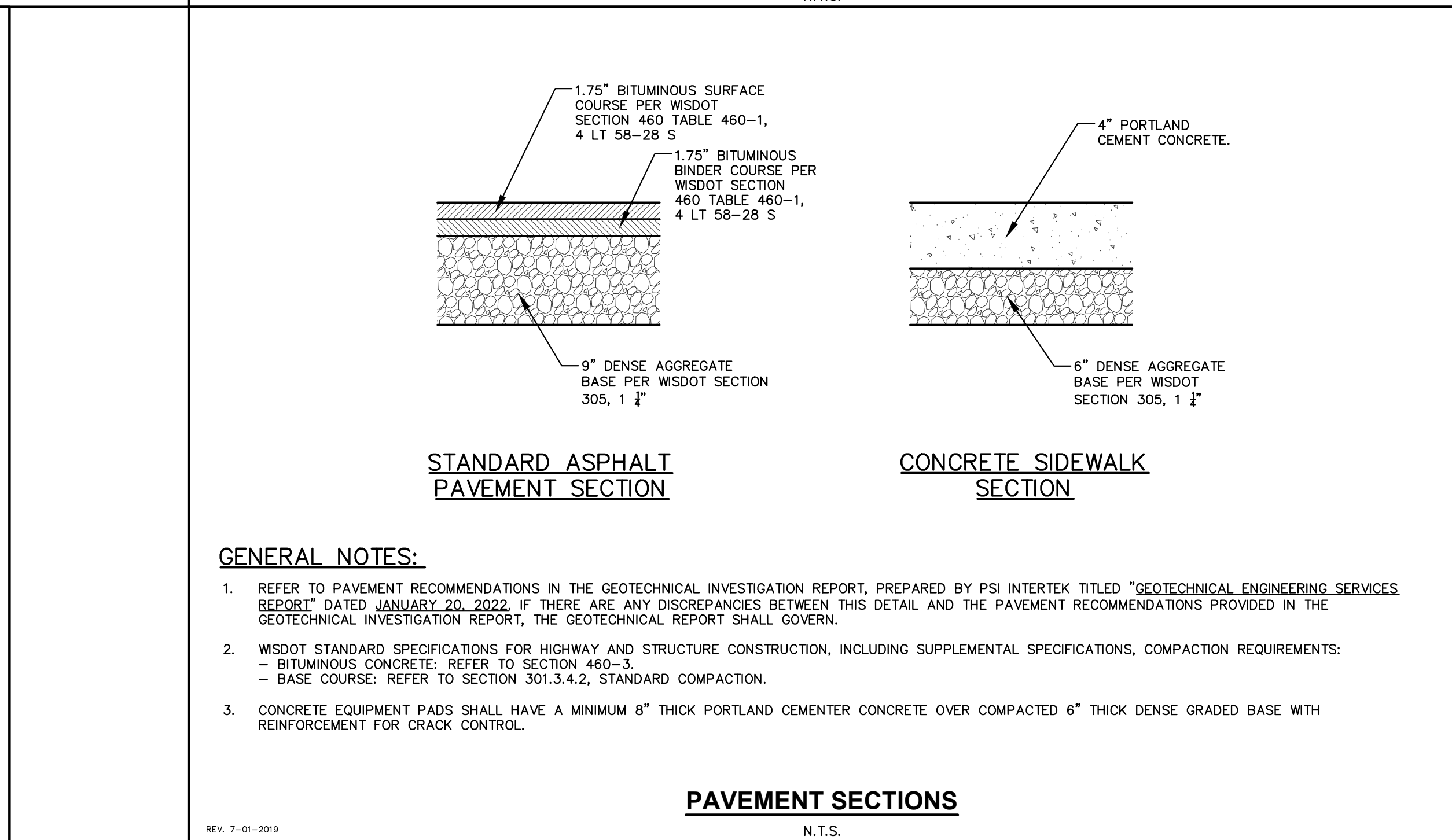
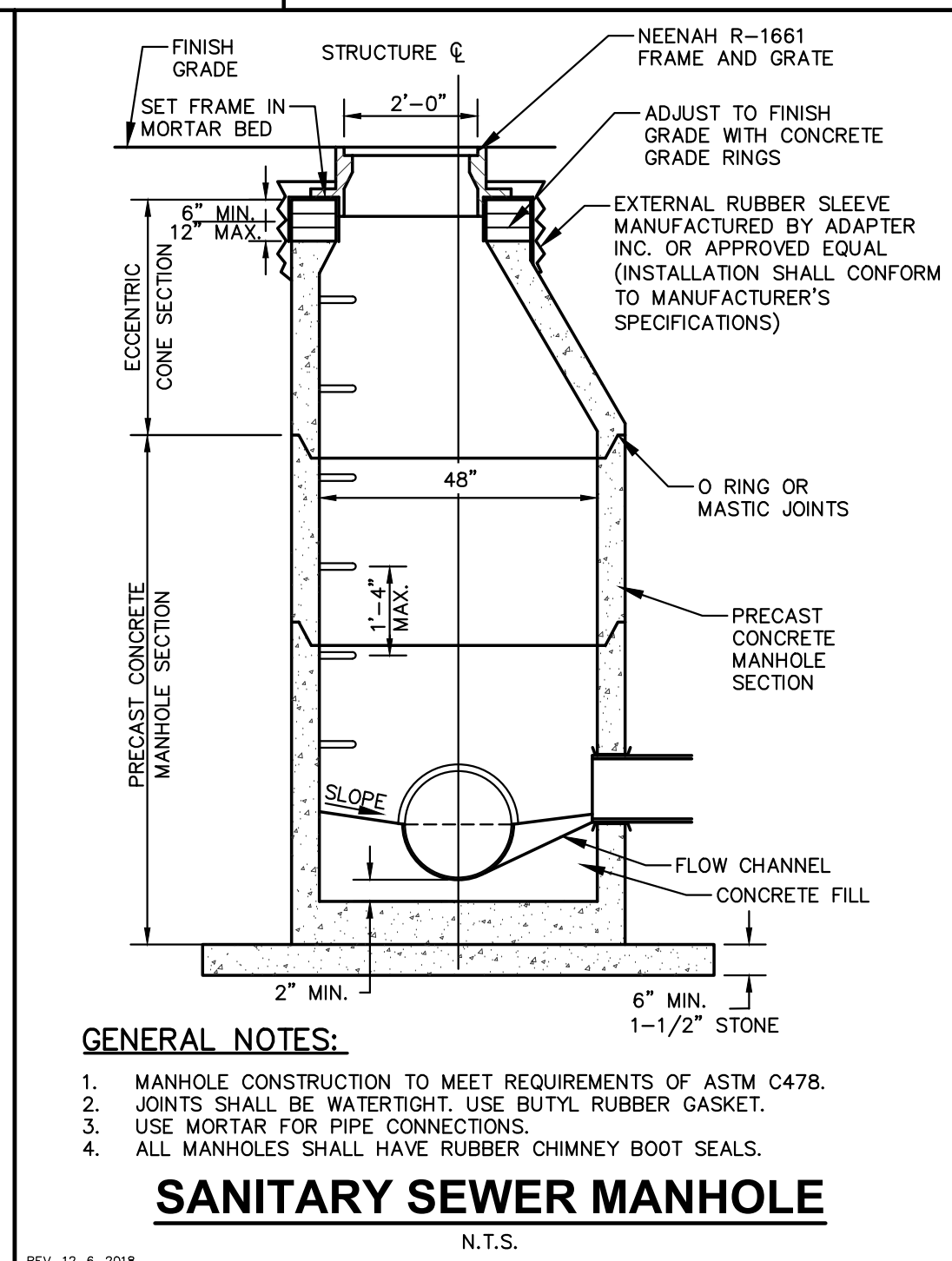
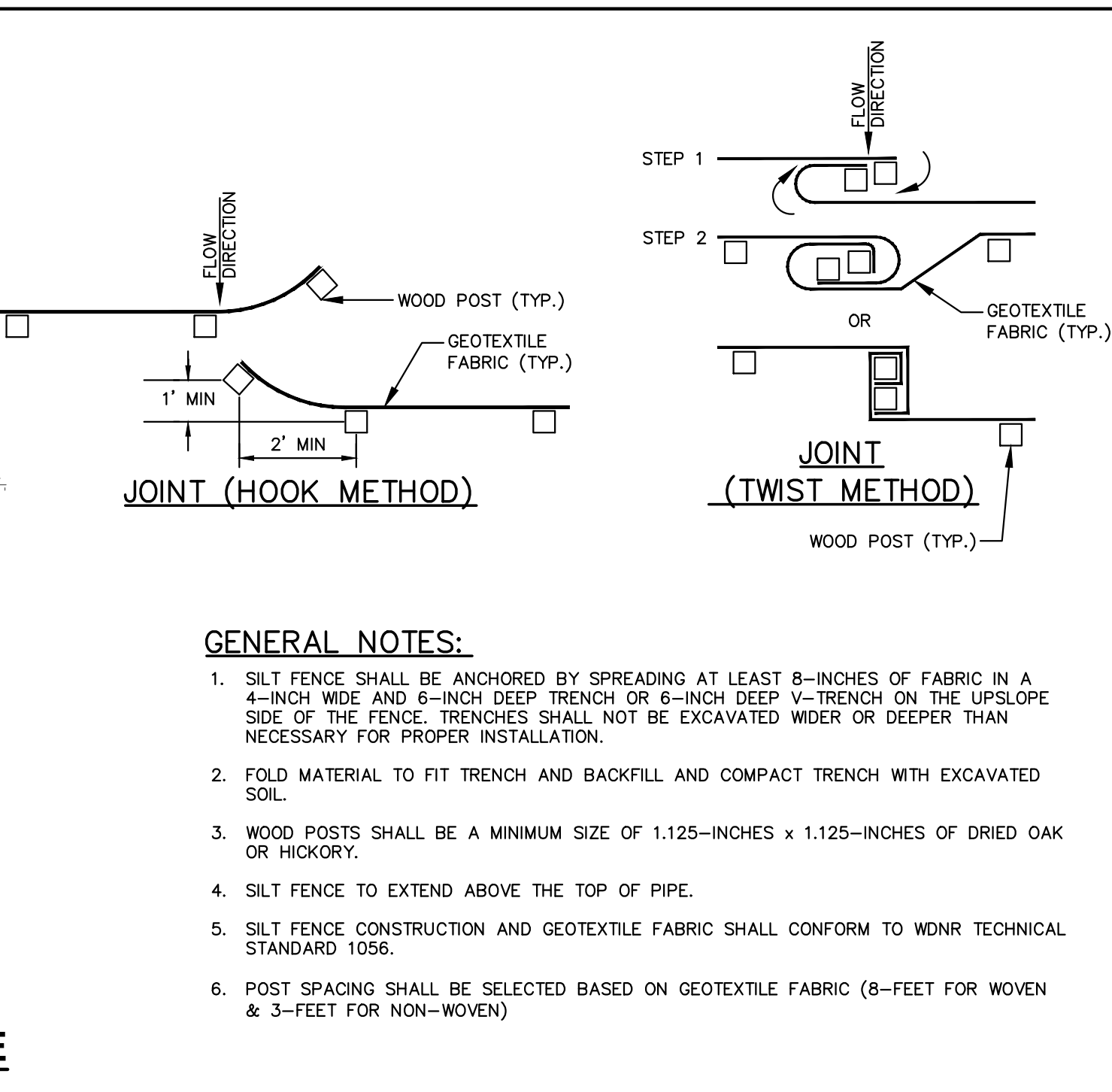
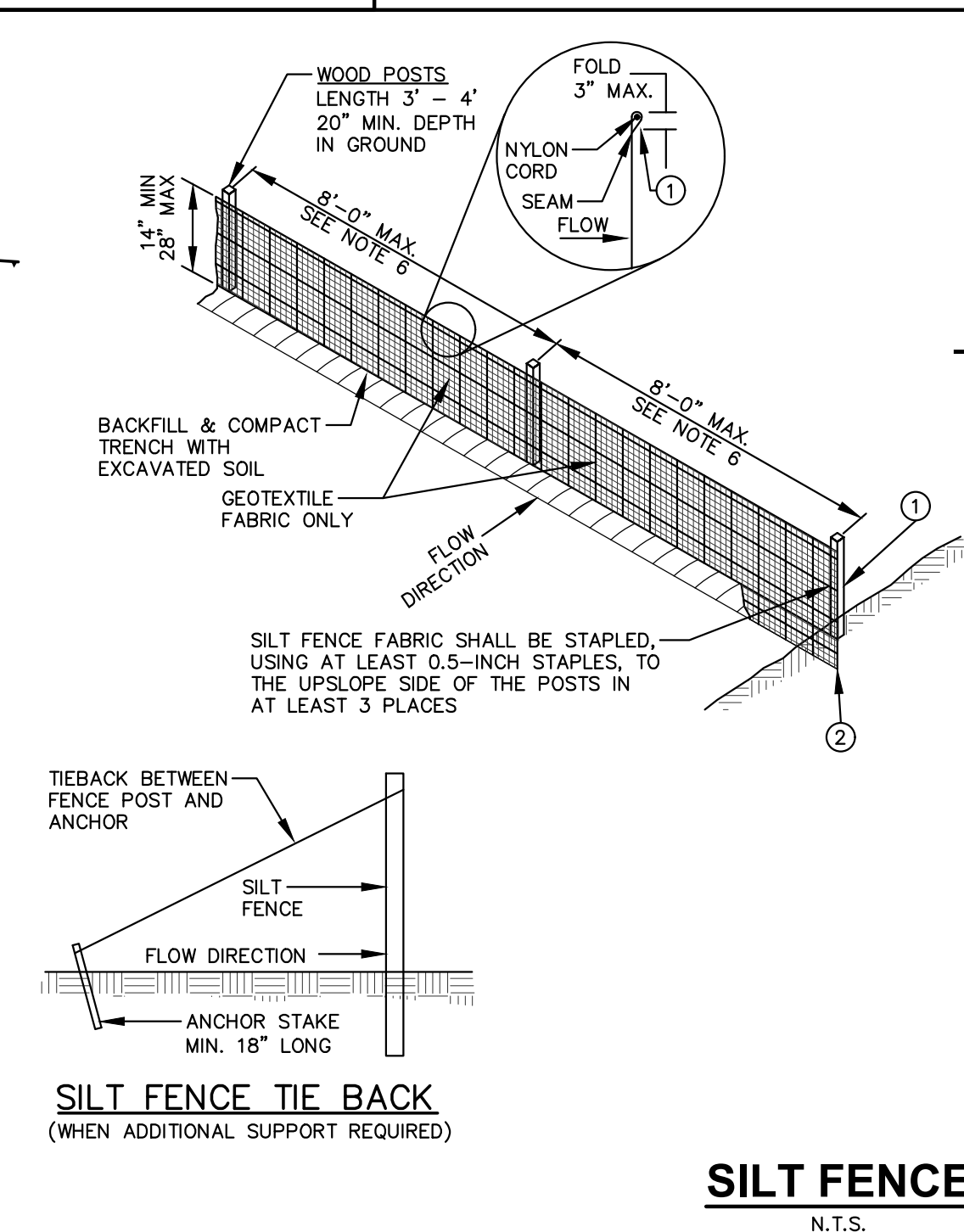
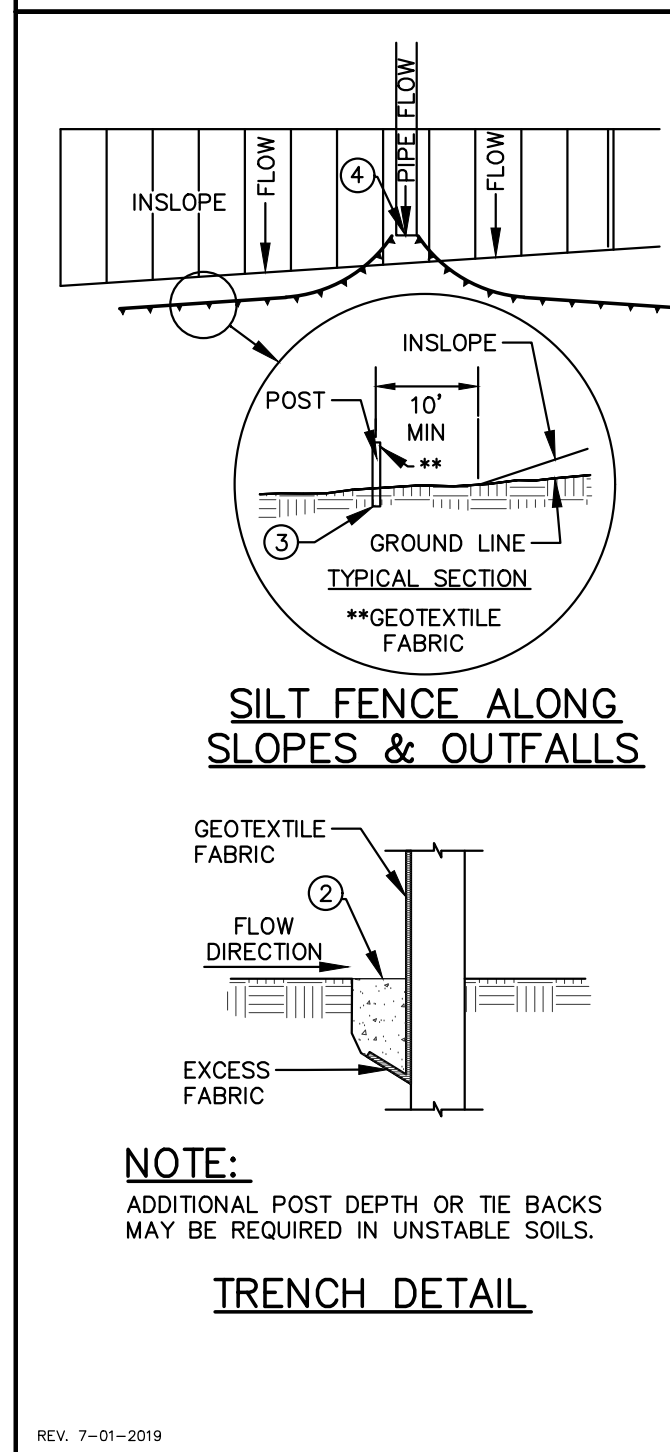
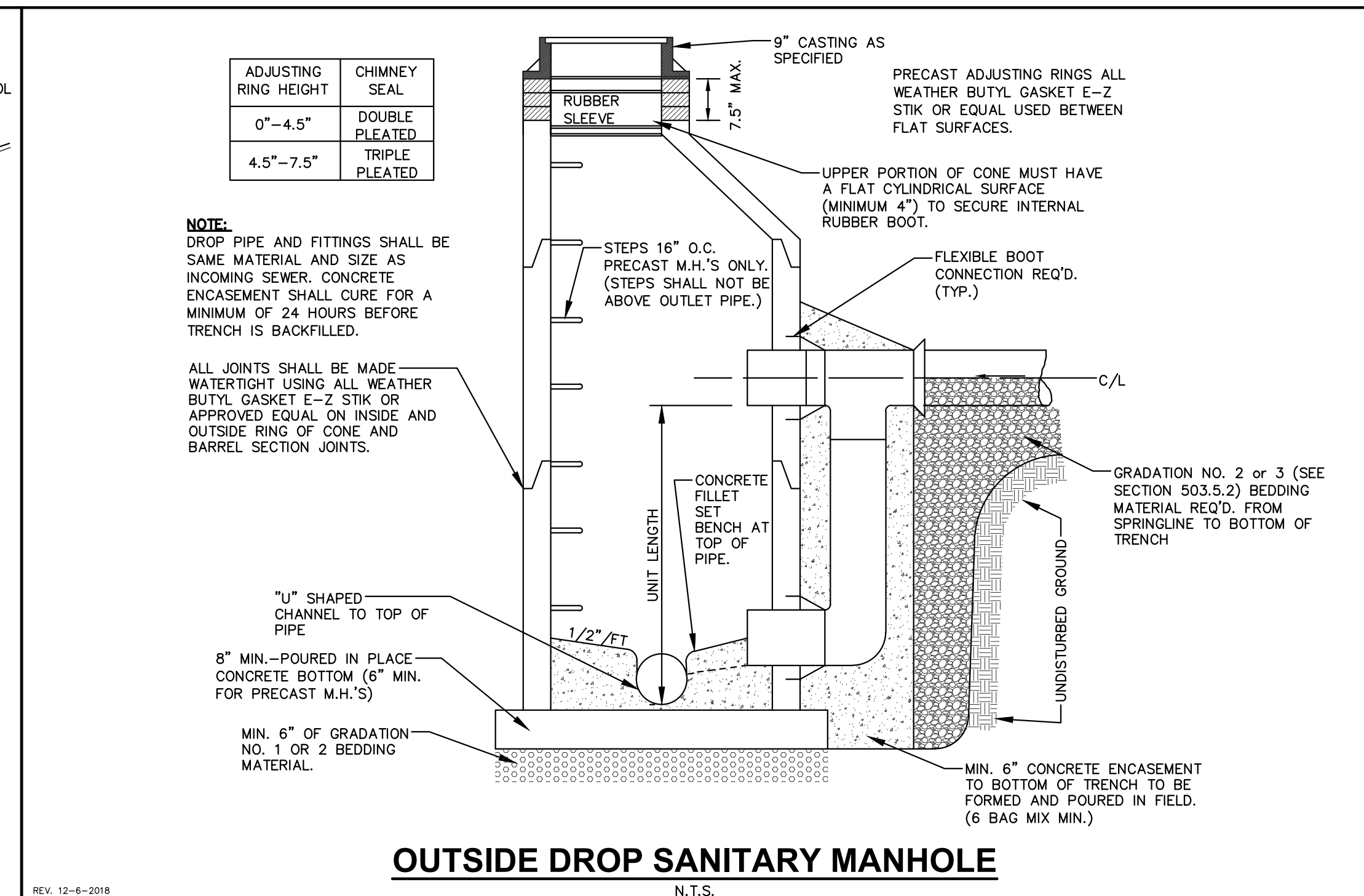
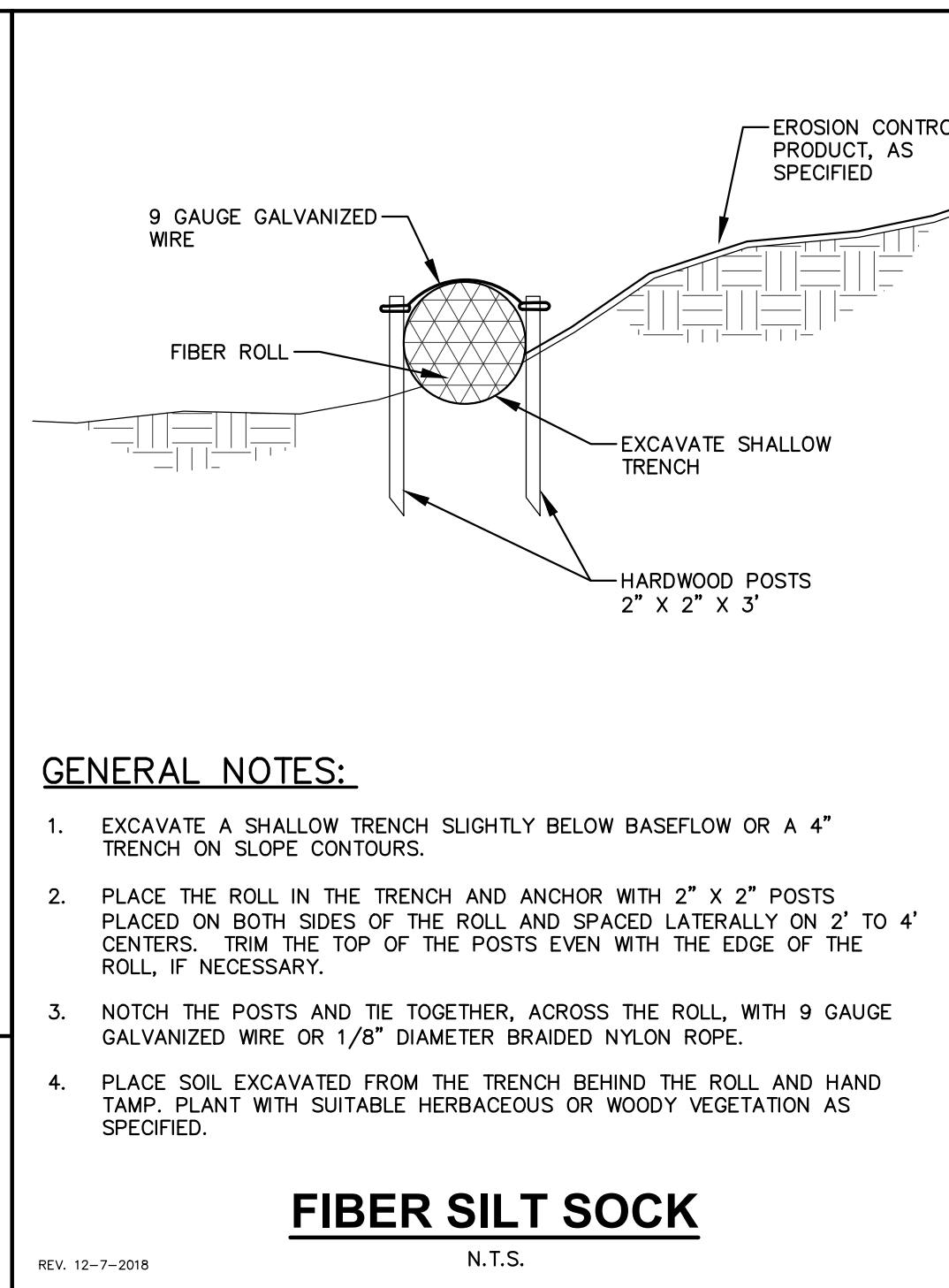
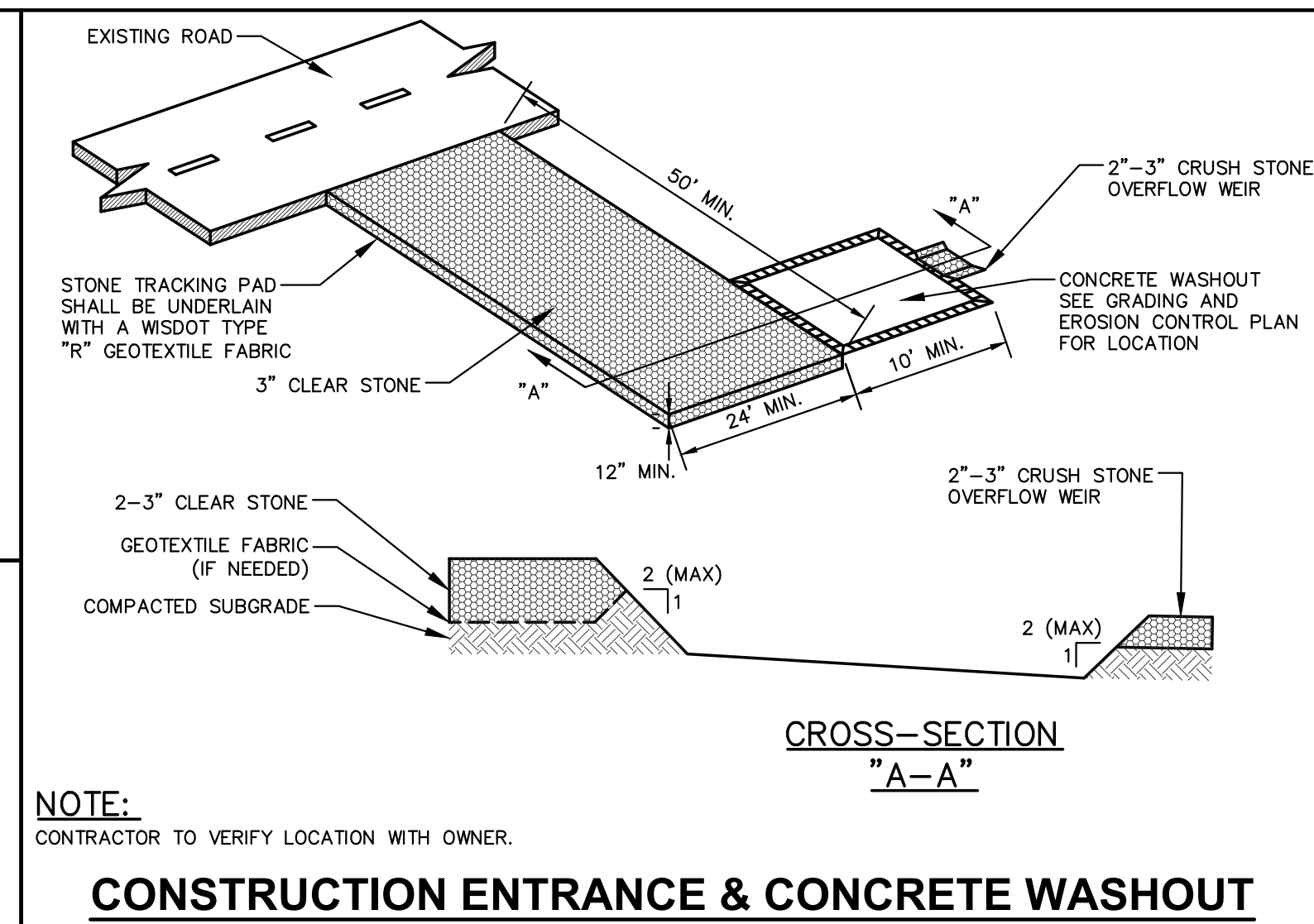
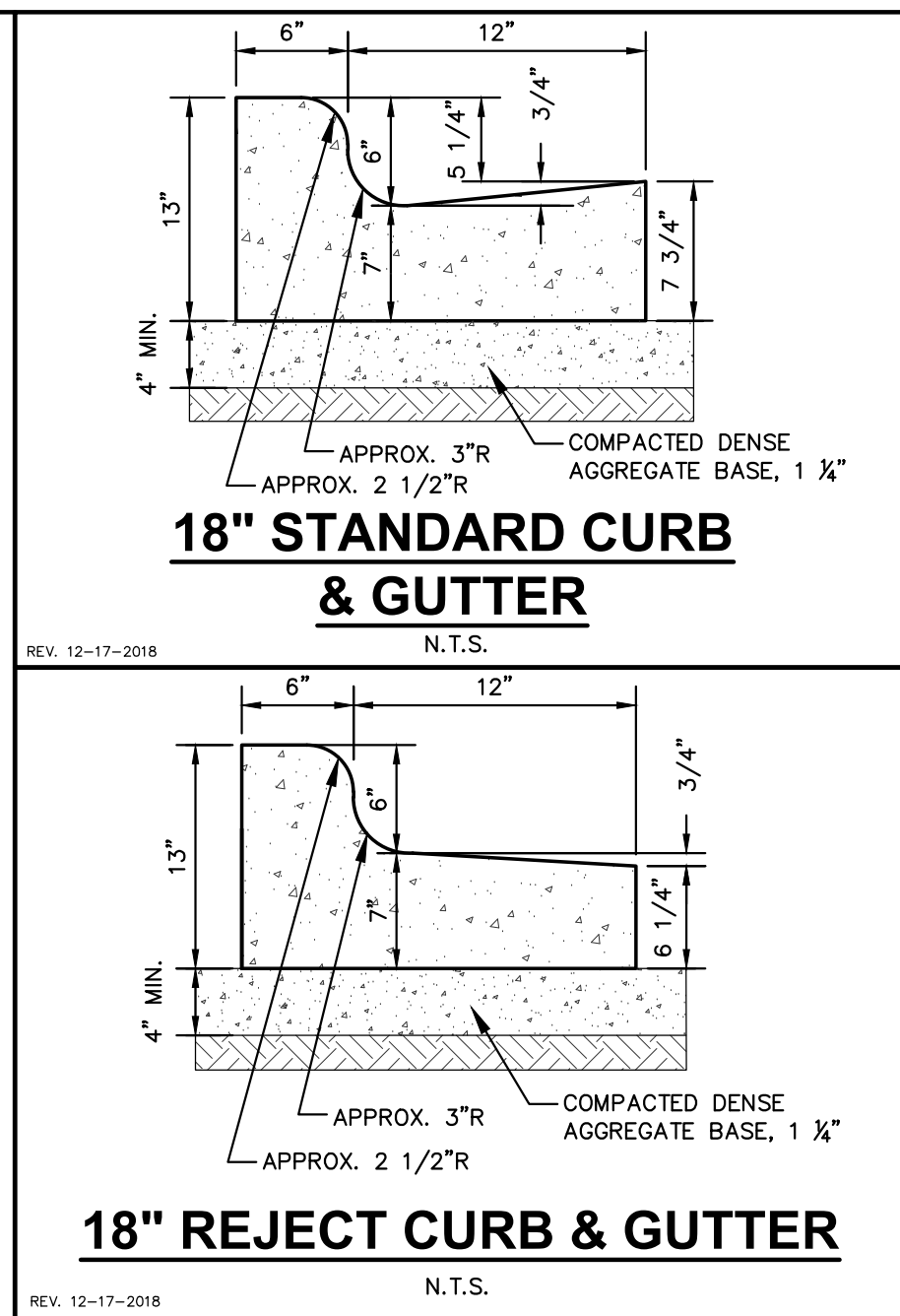
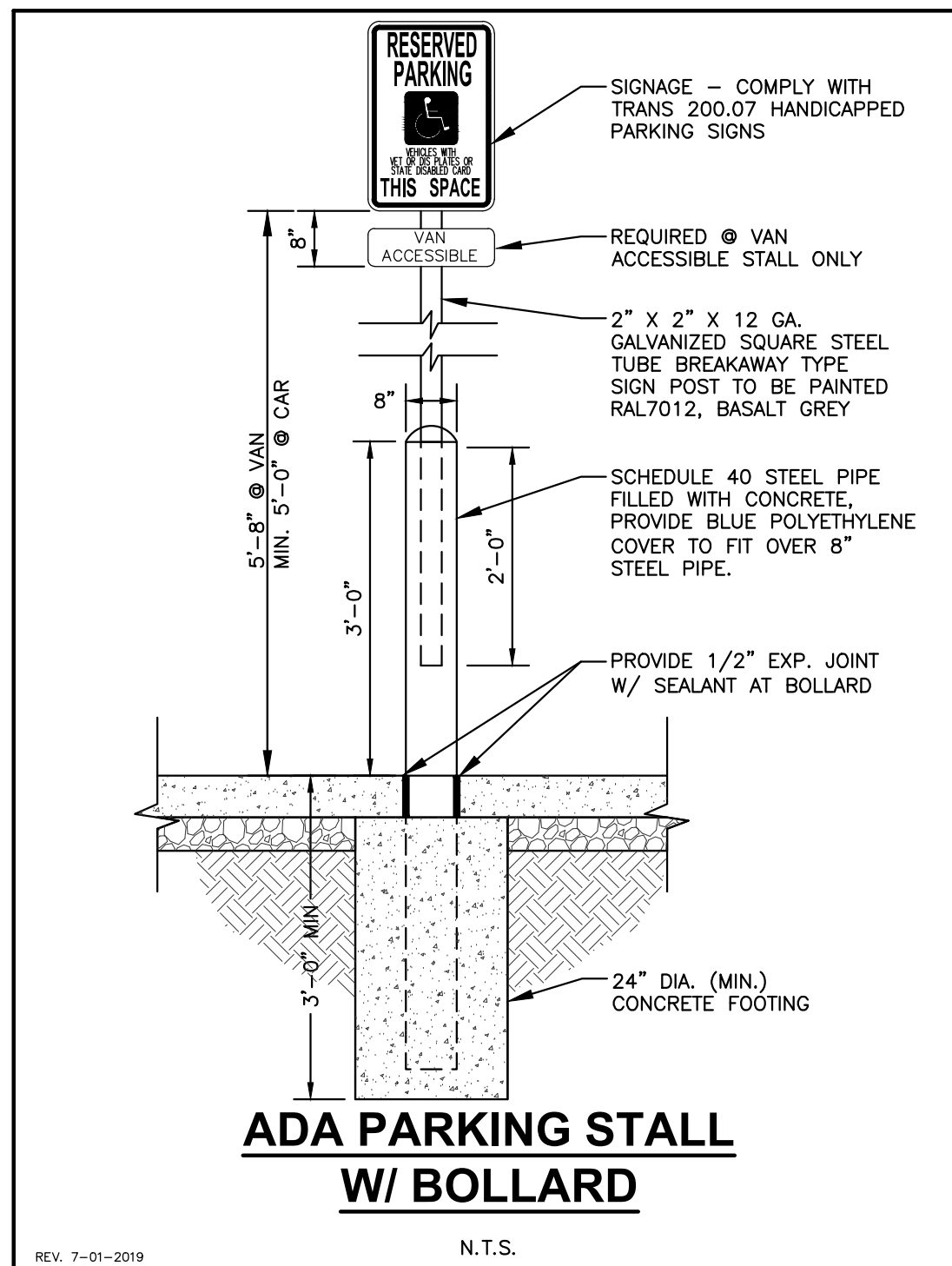
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PHASE	95% CONSTR. DOC.
DATE	10.14.2022

UTILITY PLAN

C4.0

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Toll Free (800) 242-8511



PROJECT:
BAY CITY LOFTS
216 S. MILITARY AVE.
GREEN BAY, WI

OWNER:
GORMAN & COMPANY
200 N Main Street
Oregon, WI 53255

ARCHITECT:
KORB + ASSOCIATES
ARCHITECTS
648 N. PLANKINTON AVE
SUITE 240
MILWAUKEE, WI 53203

CIVIL ENGINEER:
JSD PROFESSIONAL
SERVICES, INC.
7402 STONE RIDGE DRIVE
WESTON, WI 54476

STRUCTURAL ENGINEER:
SPRIE ENGINEERING, INC.
305 N Plankinton Avenue
Suite 101
Milwaukee, WI 53203

DATE REVISION

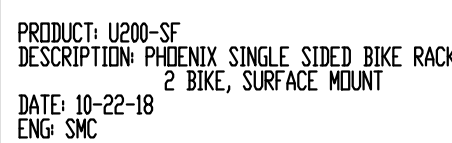
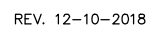
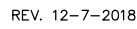
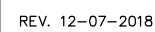
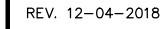
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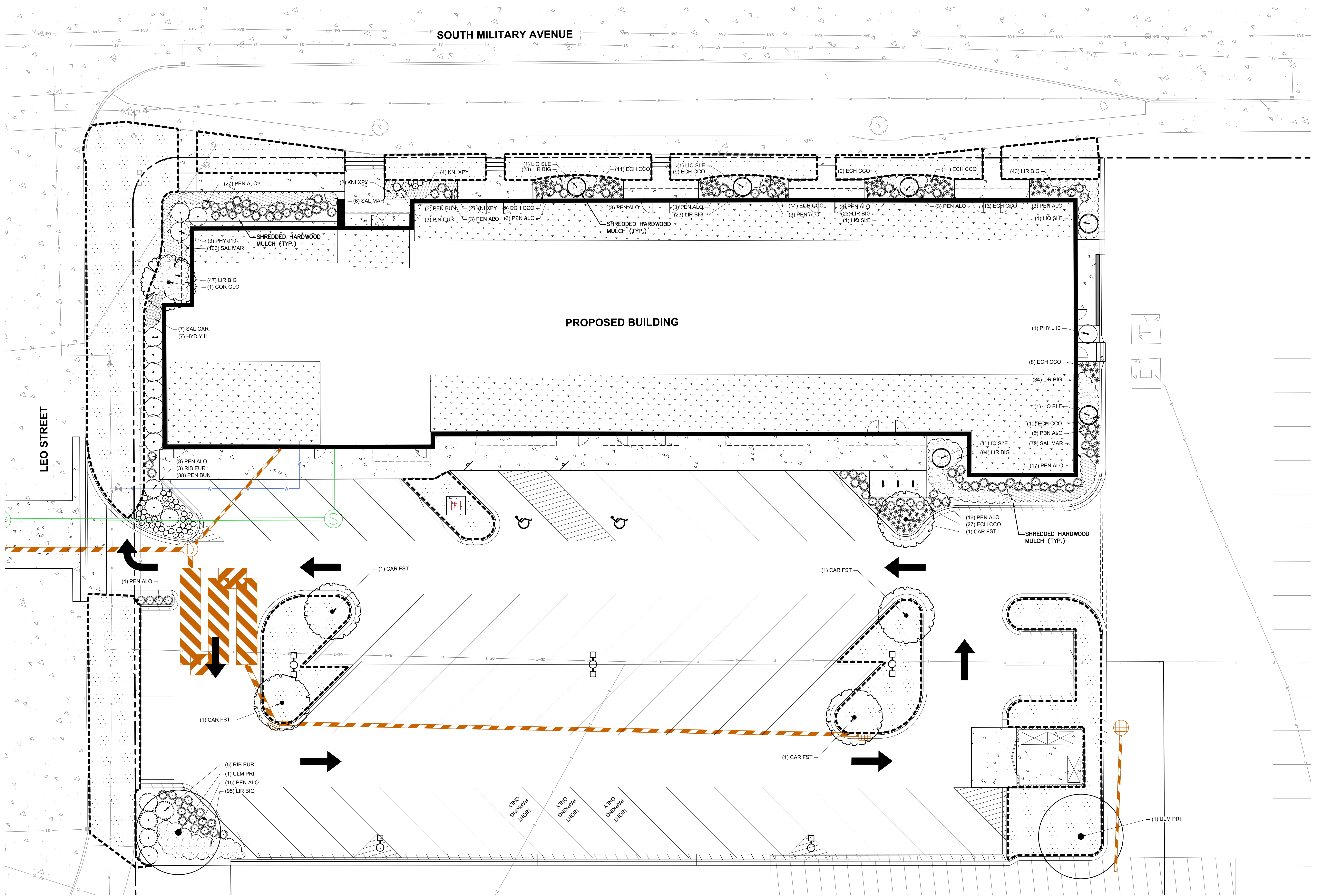
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DATE	10.14.2022

CONSTRUCTION
DETAILS

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- GENERAL NOTES**
- REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGEND.
 - ALL WORK IN THE ROW SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
 - JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
 - DRAWING FOR REVIEW - NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.
 - THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL FINE GRADING AND TOPSOILING WITH GENERAL CONTRACTOR
 - REFER TO "LANDSCAPE DETAILS AND NOTES" SHEET FOR ADDITIONAL DETAILS, NOTES AND SPECIFICATION INFORMATION INCLUDING MATERIALS, GUARANTEE AND EXECUTION RELATED TO LANDSCAPE PLAN
 - CONTRACTOR SHALL REVIEW SITE CONDITIONS FOR UTILITY CONFLICTS, DRAINAGE ISSUES, SUBSURFACE ROCK, AND PLANT PLACEMENT CONFLICTS PRIOR TO PLANT INSTALLATION. REPORT ANY CONDITIONS THAT MAY HAVE ADVERSE IMPACT ON PLANTING OPERATIONS TO LANDSCAPE ARCHITECT
 - DO NOT COMMENCE PLANTING OPERATIONS UNTIL ALL ADJACENT SITE IMPROVEMENTS, IRRIGATION INSTALLATION (IF APPLICABLE), AND FINISH GRADING ARE COMPLETE.

LEGEND

	KENTUCKY BLUEGRASS BLEND (SOD)
--	--------------------------------

SCALE IN FEET
10' 0 10'

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BAY CITY LOFTS
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GREEN BAY, WI

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STRUCTURAL ENGINEER:
SPIRE ENGINEERING, INC.
305 N Plankinton Avenue
Suite 101
Milwaukee, WI 53203

DATE	REVISION
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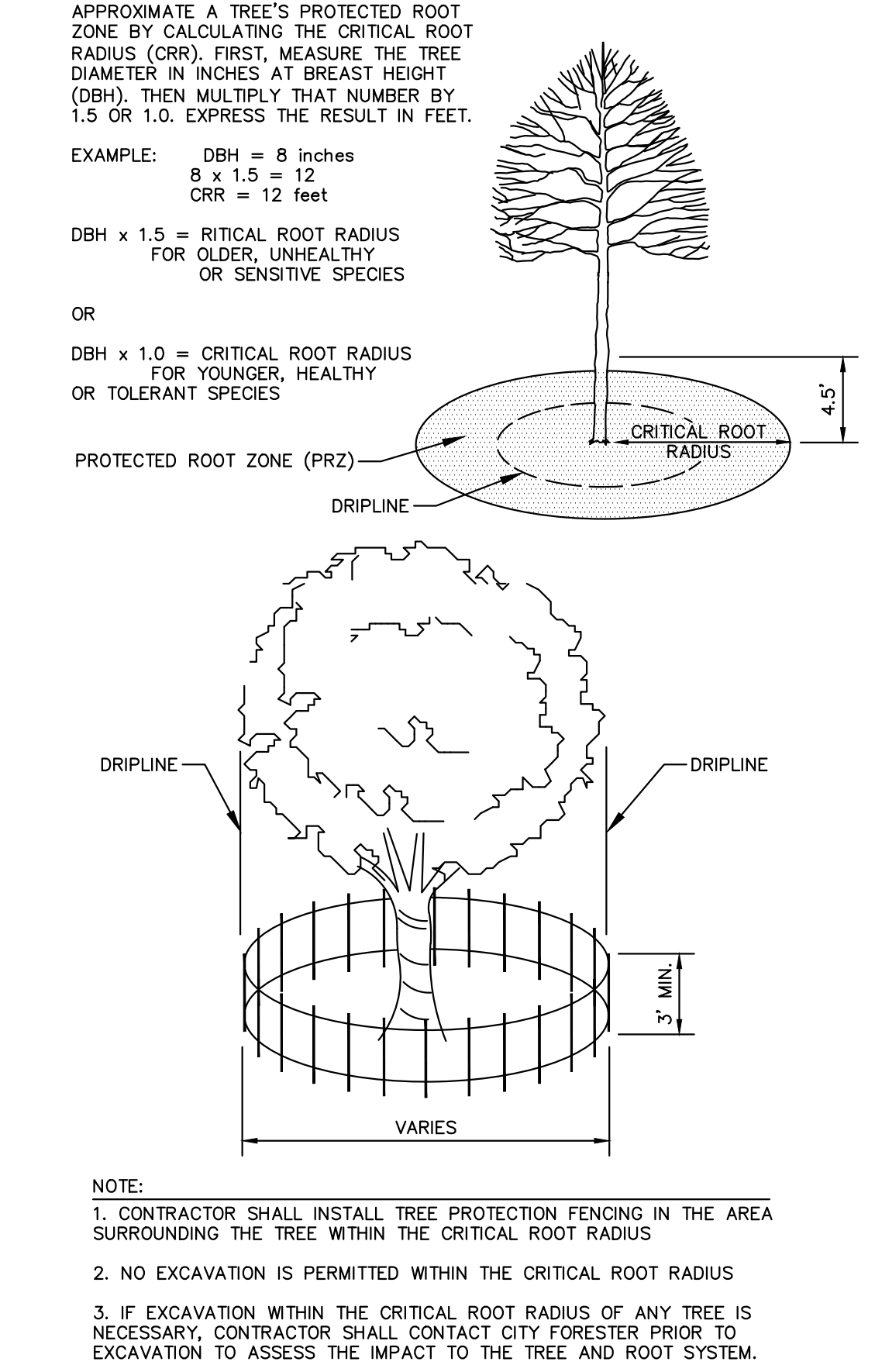
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LANDSCAPE PLAN
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LANDSCAPE CALCULATIONS

	REQUIRED	PROVIDED
INTERIOR PARKING LOT LANDSCAPING 10% OF INTERIOR PARKING LOT DEVOTED TO LANDSCAPE PLANTINGS	2,349 SF (23,486)(.10)=2,348.6	3,187 SF
25-100 PARKING SPACES (1 TREE PER 10 SPACES)	6 TREES (54 SPACES/10=5.4)	6 TREES
LANDSCAPE ISLANDS AT THE END OF EACH PARKING ROW	YES	YES
MINIMUM INTERIOR ISLAND DIMENSION 10' WIDTH AND 15' LENGTH	YES	NO
ISLANDS PLANTED W/ GROUND COVER OR SOD AND MINIMUM 1 TREE PER ISLAND	YES	YES
PERIMETER PARKING LOT LANDSCAPING SCREEN PARKING LOT FROM PUBLIC STREETS AND SIDEWALKS, PUBLIC OPEN SPACE AND ADJACENT PROPERTIES	YES	YES
BUILDING FOUNDATION LANDSCAPING PLANTED WITH ORNAMENTAL PLANT MATERIAL (TREES, FLOWERING SHRUBS, PERENNIALS AND GROUNDCOVERS)	YES	YES
GENERAL REQUIREMENTS TREE SPECIES MIX - ANY ONE SPECIES SHALL NOT MAKE UP MORE THAN 50% OF THE TOTAL TREE PLANTINGS MINIMUM PLANTING SIZES: DECIDUOUS TREES ORNAMENTAL DECIDUOUS TREES EVERGREEN TREES SHRUBS	NO MORE THAN 50% PER SPECIES OF TREE 2" CALIPER 1.5" CALIPER 6' IN HEIGHT #5 GALLON	YES YES



1

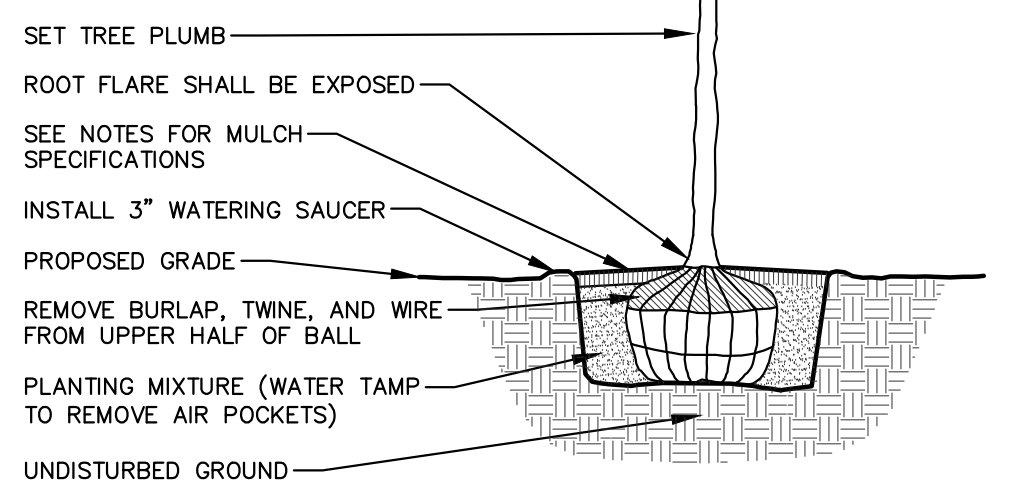
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TREE PROTECTION FENCING

NTS

NOTE:

- DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATOR. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED.
- TREE PIT DIAMETER SHALL BE AT LEAST TWO-TIMES ROOT BALL DIAMETER IN ALL DIRECTIONS. SLOPE SIDES OF TREE PIT FROM PROPOSED GRADE TO BOTTOM OF ROOT BALL IN ALL DIRECTIONS.

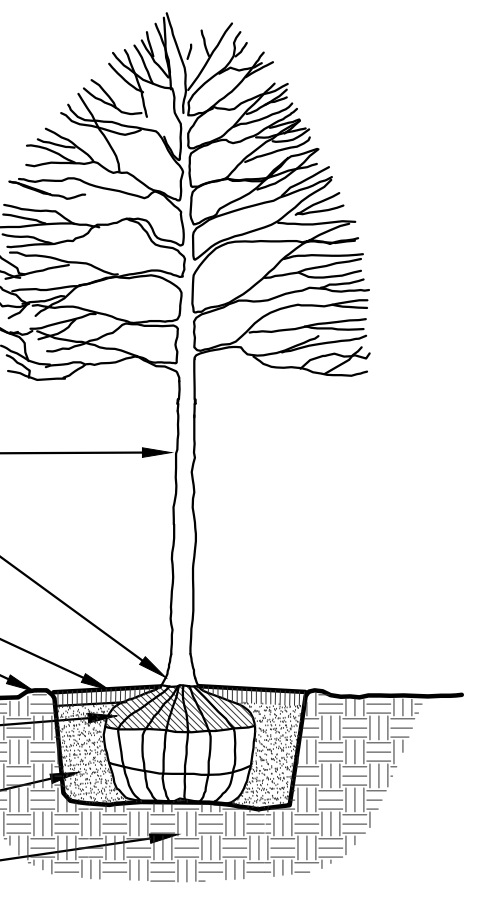


2

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DECIDUOUS TREE

NTS

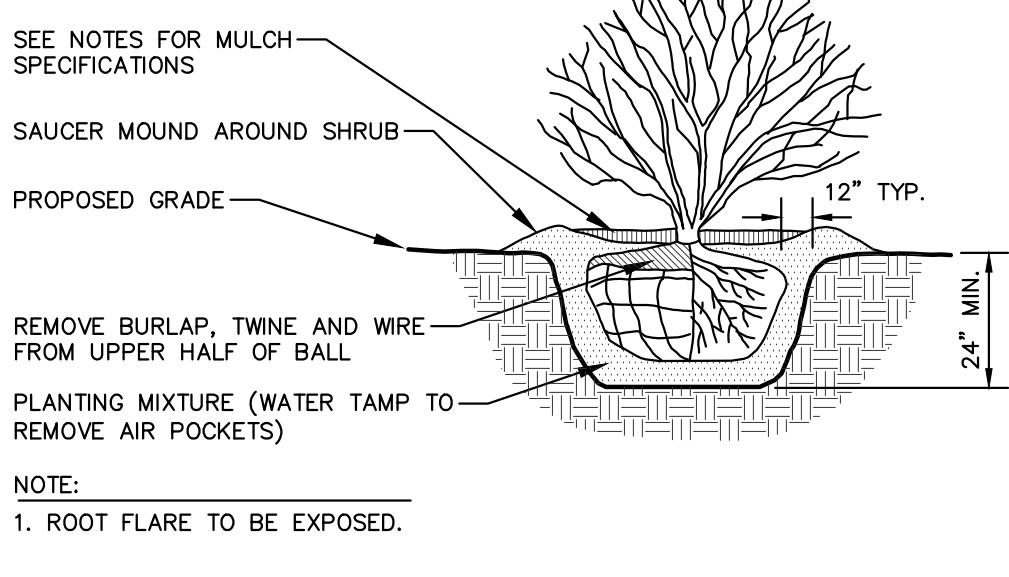


3

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DECIDUOUS/EVERGREEN SHRUB

NTS

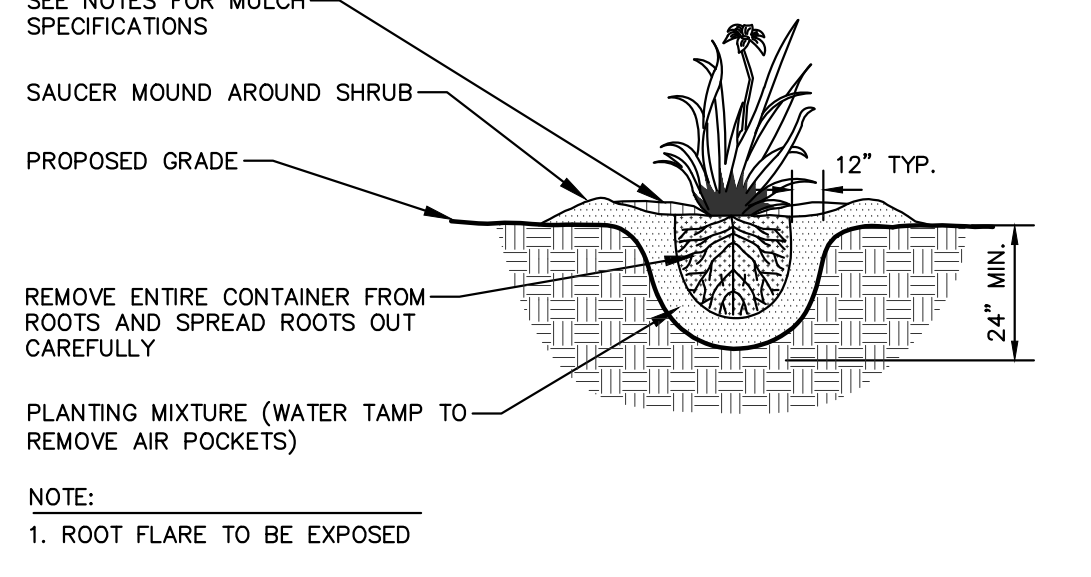


4

L2.0

PERENNIAL/ORNAMENTAL GRASS

NTS



GENERAL NOTES

- GENERAL: ALL WORK IN THE R-O-W AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY REGULATORY AGENCIES. COARTE ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES PRIOR TO DIGGING. HAND DIG AND INSTALL ALL PLANTS THAT ARE NEAR EXISTING UTILITIES. PROTECT PREVIOUSLY INSTALLED WORK OF OTHER TRADES. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
- DELIVERY AND HANDLING: DO NOT DELIVER MORE PLANT MATERIALS THAN CAN BE PLANTED IN ONE DAY, UNLESS ADEQUATE, APPROPRIATE AND SECURE STORAGE IS PROVIDED AND APPROVED BY OWNER'S REPRESENTATIVE. AT ALL TIMES, PROTECT ALL PLANT MATERIALS FROM WIND AND DIRECT SUN. DELIVER PLANTS WITH LEGIBLE IDENTIFICATION LABELS. PROTECT PLANTS DURING DELIVERY AND DO NOT PRUNE PRIOR TO DELIVERY. ALL TREES AND SHRUBS SHALL BE PLANTED ON THE DAY OF DELIVERY; IF THIS IS NOT POSSIBLE, PROTECT THE PLANT MATERIALS NOT PLANTED BY STORING THEM IN A SHADED, SECURE AREA, PROTECTING THE ROOT MASS WITH WET SOIL, MULCH, HAY OR OTHER SUITABLE MEDIUM. CONTRACTOR TO KEEP ALL PLANT MATERIALS ADEQUATELY WATERED TO PREVENT ROOT DESICCATION. DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING. DO NOT PICK UP CONTAINER OR BALLED PLANTS BY STEM OR ROOTS. ALL PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE CONTAINER OR BALL, PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED BEST HORTICULTURAL PRACTICES.
- MATERIALS - PLANTS: ALL PLANTS SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST 2 YEARS. PLANTS SHALL BE FRESHLY DUG (DURING THE MOST RECENT FAVORABLE HARVEST SEASON). PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS, AND SYMMETRY. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF PESTS AND INSECTS (ADULT EGGS, PUPAE OR LARVAE). THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH OR PREMATURE MORTALITY. PLANTS SHALL BE OF THE HIGHEST QUALITY, POSSESS TYPICAL GROWTH HABITS AND FORM FOR THEIR SPECIES AND BE FREE OF INJURY, PARKWAY TREES AND PARKING LOT TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF SIX (6) FEET ABOVE THE GROUND TO ALLOW ADEQUATE VISUAL AND PHYSICAL CLEARANCE.
- PRUNING: THE CONTRACTOR SHALL PRUNE ALL TREES AND REPAIR ANY INJURIES THAT OCCURRED DURING THE PLANTING PROCESS. DOUBLE LEADERS, DEAD BRANCHES, AND LIMBS DAMAGED OR BROKEN DURING THE PLANTING PROCESS, SHALL BE PRUNED. THIS SHALL BE THE ONLY PRUNING ALLOWED AT PLANTING. PRUNING SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR TREE CARE OPERATIONS, ANSI A300. PRUNE TREES IN ACCORDANCE WITH NAA GUIDELINES. DO NOT TOP. PRUNE SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES. ON CUTS OVER 3/4" IN DIAMETER AND BRUISES OR SCARS ON BARK, TRACE THE INJURED CAMBIUM LAYER BACK TO LIVING TISSUE AND REMOVE. SMOOTH AND SHAPE WOUNDS SO AS NOT TO RETAIN WATER. TREAT THE AREA WITH AN APPROVED INCONSPICUOUS LATEX BASED ANTISEPTIC TREE PAINT, IF PRUNING OCCURS "IN SEASON". DO NOT PRUNE ANY OAK TREES DURING THE MONTHS FROM APRIL TO OCTOBER.
- CLEANUP: THE WORK AREA SHALL BE KEPT SAFE AND NEAT AT ALL TIMES. DISPOSED OF EXCESS SOIL, REMOVE ALL CUTTINGS AND WASTE MATERIALS, SOIL AND BRANCHES, BIND AND WRAP THESE MATERIALS, ANY REJECTED PLANTS, AND ANY OTHER DEBRIS RESULTING FROM ALL PLANTING TASKS AND PROMPTLY CLEAN UP AND REMOVE FROM THE PROJECT SITE. UNDER NO CIRCUMSTANCES SHALL THE ACCUMULATION OF SOIL, BRANCHES OR OTHER DEBRIS BE ALLOWED UPON A PUBLIC PROPERTY IN SUCH A MANNER AS TO RESULT IN A PUBLIC SAFETY HAZARD OR DAMAGE. LIKEWISE, UNDER NO CIRCUMSTANCES SHALL ANY DEBRIS OR INCIDENTAL MATERIALS BE ALLOWED UPON ADJACENT PRIVATE PROPERTY.
- ANY SUBSTITUTIONS IN PLANT TYPE, LOCATION, OR SIZE SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR TO VERIFY PLANT MATERIAL QUANTITIES AND SQUARE FOOTAGES. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE OVER THOSE ON SCHEDULE.

LANDSCAPE MATERIAL NOTES

- MATERIALS - PLANTING MIXTURE: ALL HOLES EXCAVATED FOR TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES SHALL BE BACKFILLED WITH TWO (2) PARTS TOPSOIL, ONE (1) PART SAND AND ONE (1) PART COMPOST. SOIL MIXTURE SHALL BE WELL BLENDED PRIOR TO INSTALLATION.
- MATERIALS - TOPSOIL: TOPSOIL TO BE CLEAN, FRIABLE LOAM FROM A LOCAL SOURCE, FREE FROM STONES OR DEBRIS OVER 3-INCHES, SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED BARRIER FABRIC.
- MATERIALS - SHREDDED HARDWOOD BARK MULCH: ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE CERTIFIED WEED FREE, SHREDDED HARDWOOD BARK MULCH INSTALLED TO A MINIMUM AND CONSISTENT DEPTH OF 3-INCHES. SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED BARRIER FABRIC.
- MATERIALS - TREE & SHRUB RINGS: ALL TREES AND/OR SHRUBS PLANTED IN SEEDING LAWN AREAS TO BE INSTALLED WITH A MINIMUM 4" DIAMETER SHREDDED HARDWOOD BARK MULCH TREE RING SPREAD TO A CONSISTENT DEPTH OF 3-INCHES. ALL TREE RINGS SHOULD BE INSTALLED WITH A 5" DEPTH SHOVEL CUT EDGE, ANGLED 45 DEGREES INTO SOIL AT A 5" DIAMETER ABOUT THE CENTER OF THE TREE PLANTING. A PRE-EMERGENT GRANULAR HERBICIDE WEED-PREVENTER SHOULD BE MIXED WITH MULCH USED TO INSTALL TREE RING AS WELL AS TOPICALLY APPLIED TO COMPLETED INSTALLATION OF TREE RING.
- MATERIALS - TREE PROTECTION: ALL TREES TO BE INSTALLED WITH LOPE TREE GUARDS AS MANUFACTURED BY A.M. LEONARD HORTICULTURAL TOOL & SUPPLY CO., OR APPROVED EQUAL.
- MATERIALS - (ALTERNATE 1): TREE WATERING BAGS: ALL TREES TO BE INSTALLED WITH ONE (1) WATER BAG, PRODUCT TO BE "TREE GATOR SLOW RELEASE WATERING BAG", PRODUCT NO. 98183-R OR APPROVED EQUAL. INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

SEEDING & SODDING NOTES

- MATERIALS - TURFGRASS SEED: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND EARTH CARPETS "MADISON PARKS" GRASS SEED, OR EQUIVALENT AS APPROVED BY THE OWNER'S REPRESENTATIVE, INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. IN ADDITION TO TURFGRASS SEED, ANNUAL RYE SHALL BE APPLIED TO ALL DISTURBED AREAS AT A RATE OF 1 1/2 LBS PER 1000 SQUARE FEET. FERTILIZE AND MULCH PER MANUFACTURER'S RECOMMENDATIONS. MULCH SHALL BE CERTIFIED NOXIOUS WEED SEED-FREE.
- MATERIALS - SOD: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND A PREMIUM GRADE TURFGRASS SOD. ONLY IMPROVED TYPES OF SOD (ETI) ARE ACCEPTABLE. TURFGRASS SHALL BE MACHINE CUT AT A UNIFORM THICKNESS OF .60 INCH, PLUS OR MINUS .25 INCH, AT TIME OF CUTTING. MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH. LARGE ROLL TURFGRASS SOD SHALL BE CUT TO THE SUPPLIER'S STANDARD WIDTH (36-48 INCHES) AND LENGTH. BROKEN PADS AND TORN OR UNEVEN EDGES WILL NOT BE ACCEPTABLE. STANDARD SIZE SECTIONS OF TURFGRASS SOD SHALL BE STRONG ENOUGH SO THAT THEY CAN BE PICKED UP AND HANDLED WITHOUT DAMAGE. TURFGRASS SOD SHALL NOT BE HARVESTED OR TRANSPORTED WHEN MOISTURE CONTENT IS EXCESSIVELY DRY OR WET, AS THIS MAY ADVERSELY AFFECT ITS SURVIVAL. POST-PLANT IRRIGATION WILL BE NECESSARY TO ENSURE SOD STAYS ALIVE AND ROOTS INTO SOIL. THE CONTRACTOR IS RESPONSIBLE FOR WATERING SOD UNTIL TIME OF ACCEPTANCE BY THE OWNER. TURFGRASS SOD SHALL BE HARVESTED, DELIVERED, AND INSTALLED/TRANSPORTED WITHIN A PERIOD OF 24 HOURS. TURFGRASS SOD SHALL BE RELATIVELY FREE OF THATCH, UP TO 0.5 INCH ALLOWABLE (UNCOMPRESSED); TURFGRASS SOD SHALL BE REASONABLY FREE (10 WEEDS/100 SQ. FT.) OF DISEASES, NEMATODES AND SOIL-BORNE INSECTS. ALL TURFGRASS SOD SHALL BE FREE OF GRASSY AND BROAD LEAF WEEDS AND WEED SEED. THE SOD SUPPLIER SHALL MAKE REPRESENTATIONS TO THE CONTRACTOR REGARDING WATERING SCHEDULE. THE WATERING SCHEDULE SHOULD BEGIN IMMEDIATELY AFTER SOD IS INSTALLED.



- PROJECT:
- BAY CITY LOFTS
216 S. MILITARY AVE.
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- STRUCTURAL ENGINEER:
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305 N Plankinton Avenue
Suite 101
Milwaukee, WI 53203

DESIGN REVIEW - NOT FOR CONSTRUCTION -

DATE REVISION

PROJ. NO. 220204
SCALE AS INDICATED
PHASE 35% CONSTR. DOC.
DATE 10.14.2022

LANDSCAPE NOTES & DETAILS

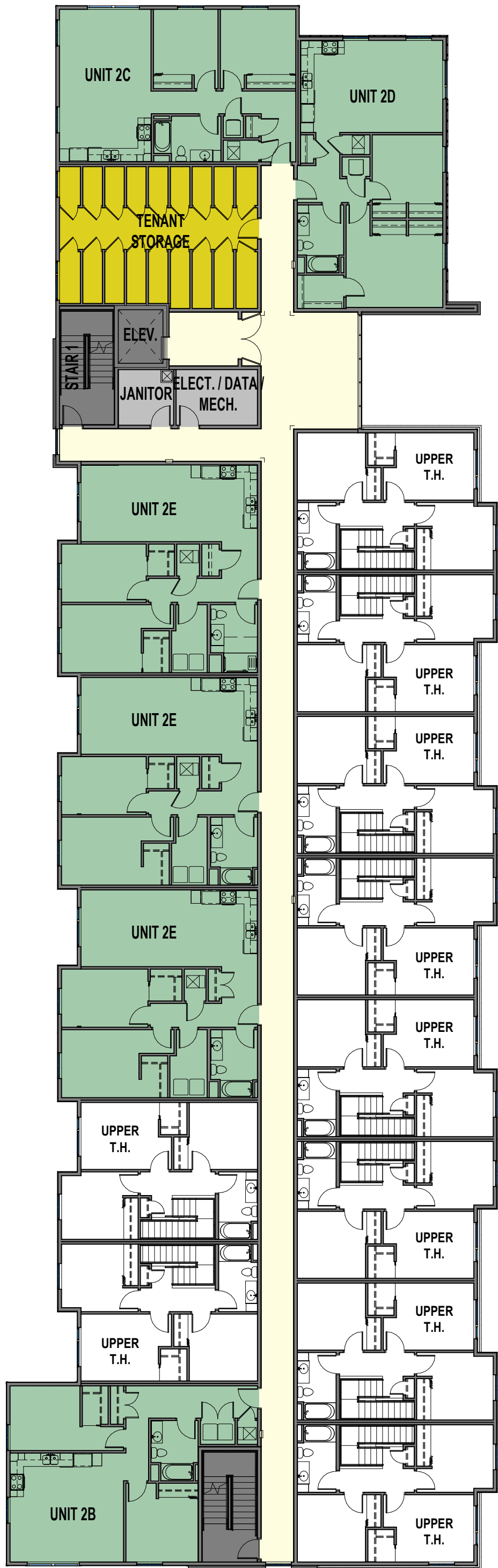
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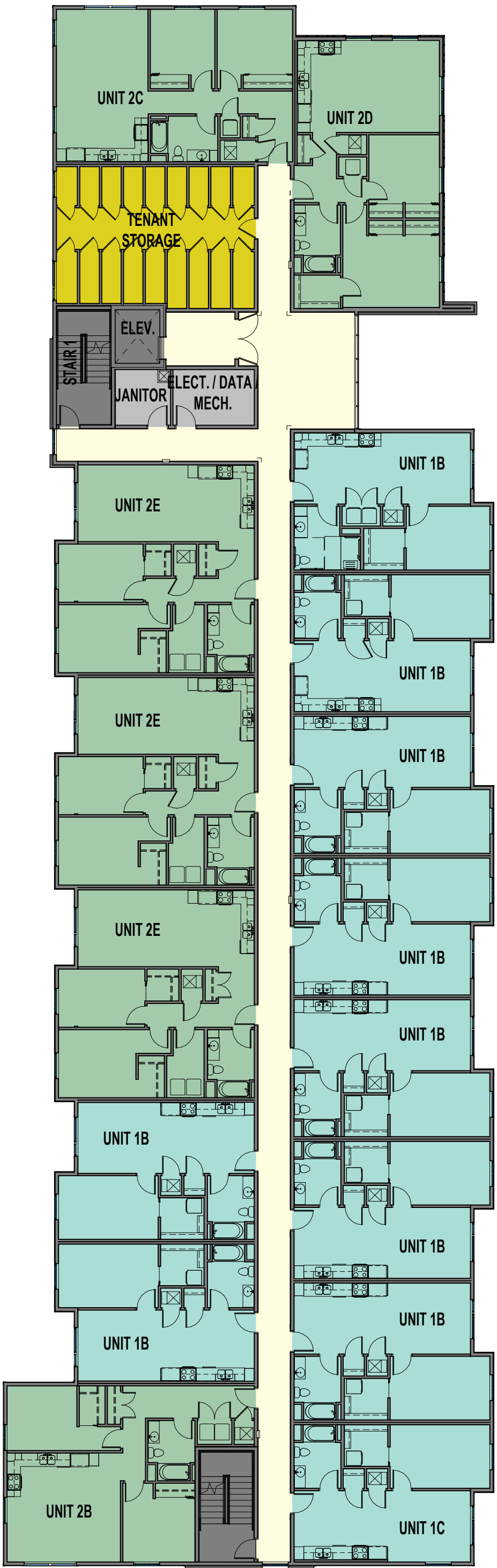
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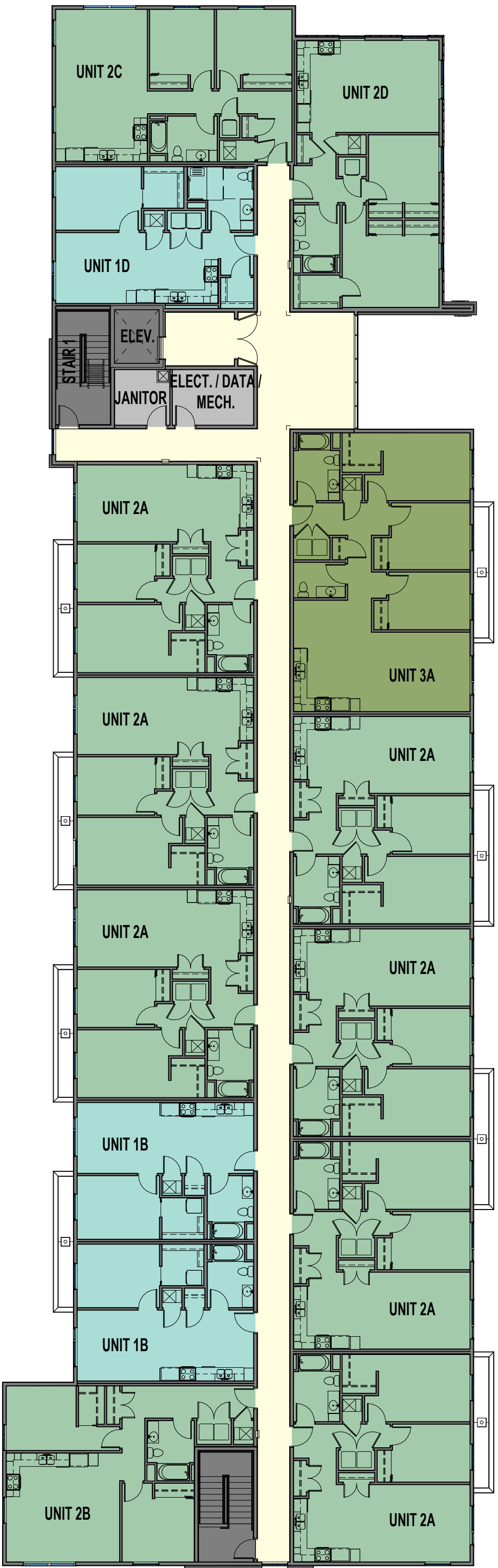
FIRST FLOOR PLAN



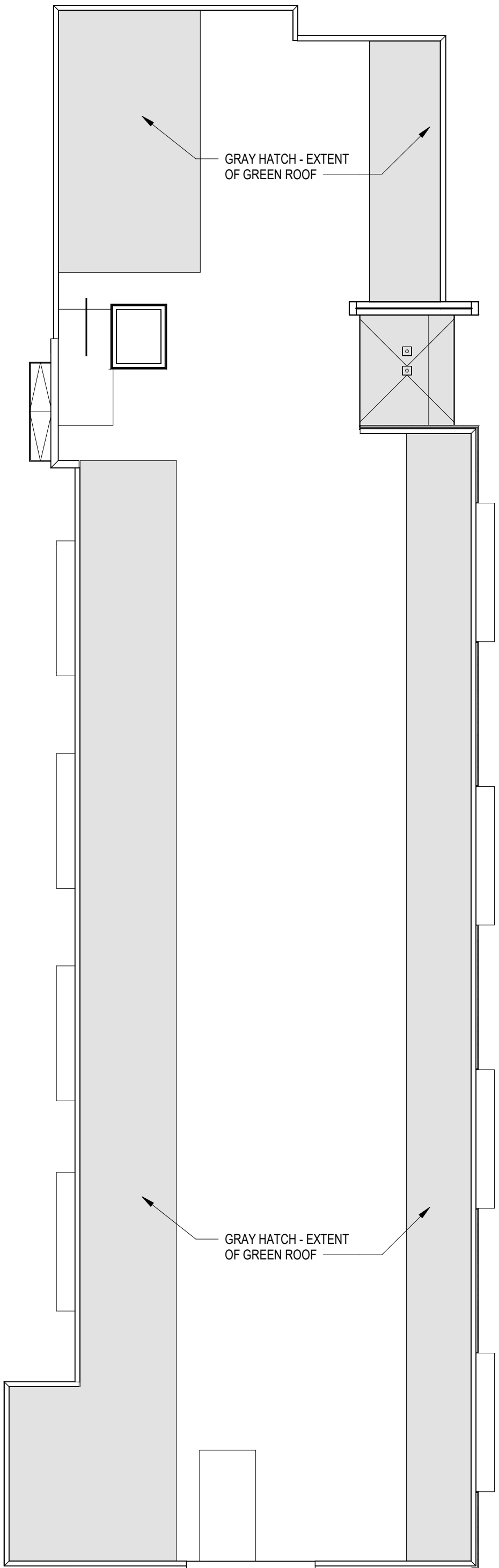
SECOND FLOOR PLAN



THIRD FLOOR PLAN



FOURTH FLOOR PLAN



ROOF PLAN

UNIT SUMMARY		
UNIT	Beds/Baths	Unit Type
UNIT 308	1BR 1BA	1C
UNIT 307	1BR 1BA	1B
UNIT 306	1BR 1BA	1B
UNIT 305	1BR 1BA	1B
UNIT 304	1BR 1BA	1B
UNIT 303	1BR 1BA	1B
UNIT 302	1BR 1BA	1B
UNIT 301	1BR 1BA	1B
UNIT 311	1BR 1BA	1B
UNIT 310	1BR 1BA	1B
UNIT 412	1BR 1BA	1D
UNIT 407	1BR 1BA	1B
UNIT 408	1BR 1BA	1B
1BR 1BA: 13		
UNIT 209	2BR 1BA	2B
UNIT 212	2BR 1BA	2E
UNIT 213	2BR 1BA	2E
UNIT 214	2BR 1BA	2E
UNIT 215	2BR 1BA	2C
UNIT 216	2BR 1BA	2D
UNIT 109	2BR 1BA	2B
UNIT 112	2BR 1BA	2A
UNIT 316	2BR 1BA	2D
UNIT 315	2BR 1BA	2C
UNIT 314	2BR 1BA	2E
UNIT 313	2BR 1BA	2E
UNIT 312	2BR 1BA	2E
UNIT 309	2BR 1BA	2B
UNIT 413	2BR 1BA	2C
UNIT 414	2BR 1BA	2D
UNIT 402	2BR 1BA	2A
UNIT 403	2BR 1BA	2A
UNIT 404	2BR 1BA	2A
UNIT 405	2BR 1BA	2A
UNIT 406	2BR 1BA	2B
UNIT 409	2BR 1BA	2A
UNIT 410	2BR 1BA	2A
UNIT 411	2BR 1BA	2A
2BR 1BA: 24		
UNIT 101.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 102.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 103.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 104.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 105.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 106.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 107.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 108.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 110.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 111.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 401	3BR 1.5BA	3A
3BR 1.5BA: 11		
TOTAL OF ALL UNITS: 48		

NOT FOR CONSTRUCTION

KEYNOTE	DESCRIPTION
04 CSTN-1	04 72 00 / CAST STONE SILL - TO MATCH CORDOVA BUFF
04 FBR-1	04 26 13 / FACE BRICK - UTILITY SIZE
04 STN-1	04 43 13 / ANCHORED STONE MASONRY VENEER
07 FCB-1	07 46 19 / FIBER CEMENT RAINSCREEN
07 MP-1	07 46 19 / METAL PANEL
07 SDG-1	07 46 46 / FIBER CEMENT LAP SIDING
07 SMF-2	07 62 00 / SHEET METAL FLASHING - PREFINISHED ALUMINUM
08 AFS-2	08 41 13 / ALUMINUM FRAMING SYSTEM - EXTERIOR, THERMALLY BROKEN
08 VWS-1	08 53 13 / VINYL WINDOW SYSTEM



COLOR ELEVATIONS

BAY CITY LOFTS

22002-04

11.16.2022

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PERSPECTIVE - S. MILITARY AVE NE CORNER



PERSPECTIVE - S. MILITARY AVE ENTRY



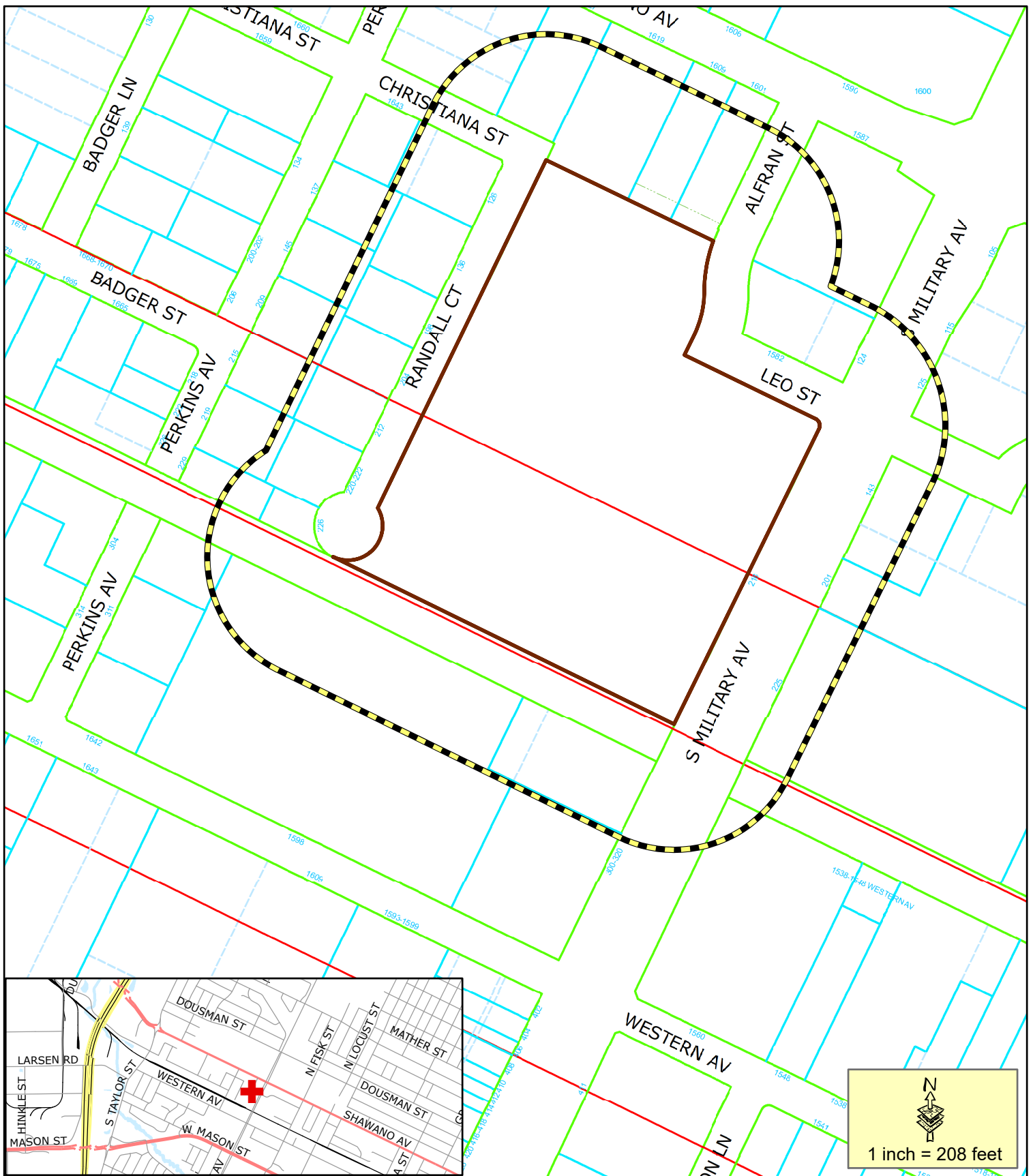
PERSPECTIVE - SOUTH WEST CORNER



PERSPECTIVE - S. MILITARY AVE SOUTH EAST CORNER



PERSPECTIVE - NORTH WEST CORNER



- 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 22-31) and (ZP 22-41) Proposed Planned Unit Developments (PUD) at 216 S Military



November 21, 2022

RE: Bay City Lofts PUD Submittal Narrative

The Bay City Lofts project is a four-story multi-family apartment building with ground floor resident amenities and surface level parking. A total of 48 affordable housing apartments are planned including one-, two-, and three-bedroom apartments, including 2-story three-bedroom townhomes. Each townhome includes their own exterior entry as well as an accessible entry from within the building.

First-floor amenities include a community room, fitness room, on-site management, bike storage and secure parcel holding room. An office is provided to the partnership with Lutheran Family Services, which also has direct access to the community room for events.

The primary façade of the building fronts Military Avenue with access to the site both Military Ave. and Leo Street. The exterior is a combination of brick, metal panel and cement board siding. Second and third story bump-outs provide additional articulation along the front and rear elevations. A vertical masonry element also provides building identity and signage.

The surface parking lot provides 54 parking stalls and a secure trash and recycling outdoor enclosure. Indoor and outdoor bike storage is also provided.

The project site is being developed in the old Shopko parking lot, providing new activity and life to the corner of Military Ave. and Leo Street.

Site development summary

Site area:	1.10 acres
Dwelling units:	48
Density:	43 units per acre
Building height:	4 stories

Apartment unit mix

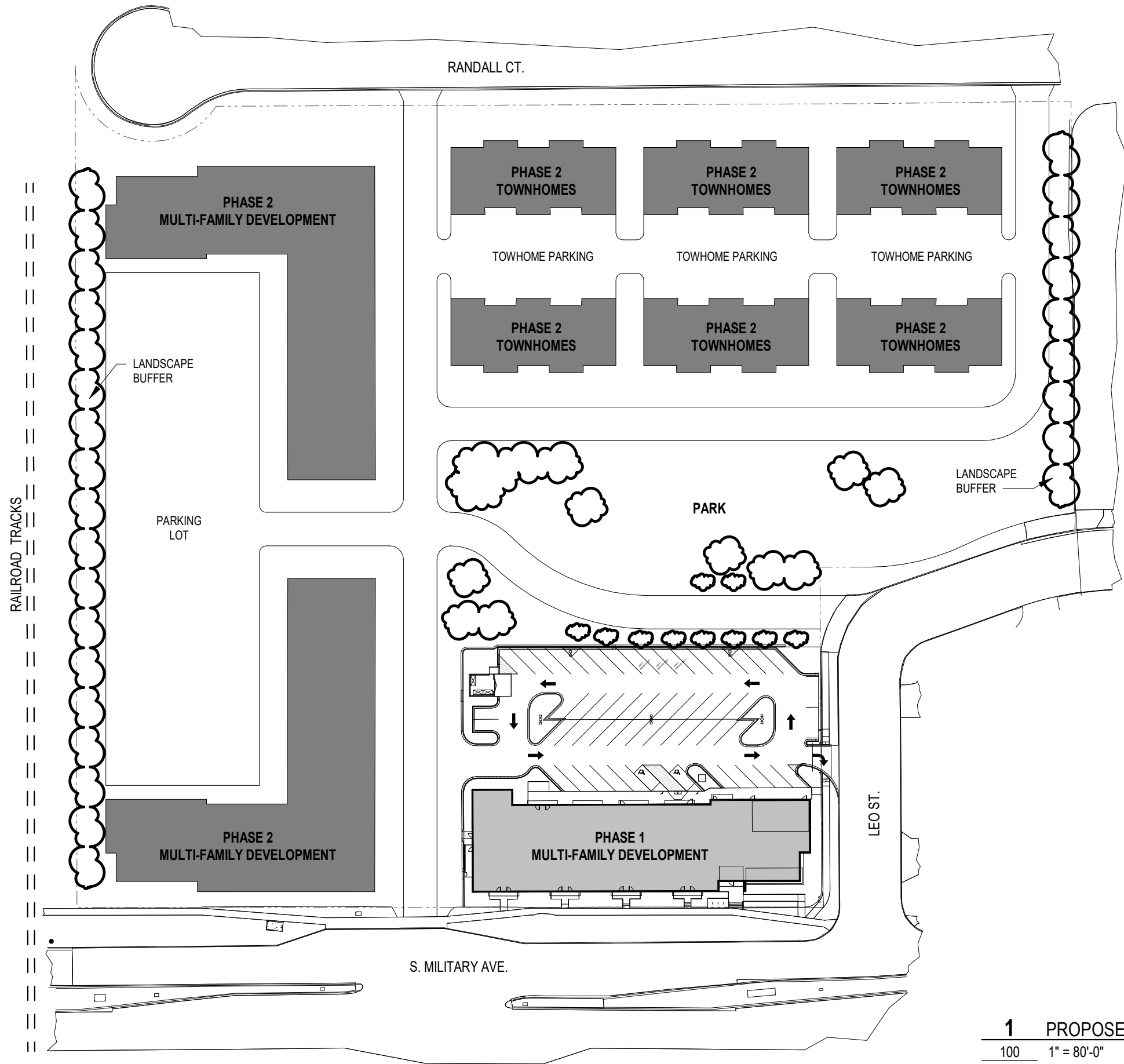
One bedroom	13
Two bedroom	24
Three bedroom	1
<u>Three bedroom townhome</u>	<u>10</u>
Total units:	48

Parking

<u>Surface spaces</u>	<u>54</u>
Total spaces:	54

Bicycle Parking

Exterior	6
<u>Interior</u>	<u>16</u>
Total:	22



PROPOSED PHASE II SITE PLAN

BAY CITY LOFTS - PHASE II CONCEPT DESIGN

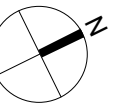
22004.04
02.16.23

1

PROPOSED PHASE II SITE PLAN

100

1" = 80'-0"



KA

Copyright (C) Korb and Associates Architects Inc.



Report to the Green Bay Plan Commission

MEETING DATE

March 7, 2023

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # Q.2

To amend a Planned Unit Development at 216 S. Military Avenue to amend the boundaries of the PUD.

BACKGROUND

*****THIS WAS SENT BACK FROM COMMON COUNCIL ON 2/7/23*****

Primary Address: 216 S Military Ave

Aldersperson / District: Ald. Melinda Eck / District 11

Reason for Request: To permit the permanent expansion of limited Light Industrial (LI) and Community Center Commercial (C3) uses on

Surrounding Zoning and Land Uses:

SUBJECT PROPERTY: Community Center Commercial (C3) with existing ZO No. 14-21 overlay.

NORTH: Community Center Commercial – Q Tea Premium Tea House

SOUTH: General Commercial (C1) and Light Industrial (LI) - HJ Martin showroom and HJ Martin installation service center and flooring distribution center

EAST: General Commercial (C1) – Bay Area Diamond Company BMO Harris Bank

WEST: Varied Density Residential (R3) – Mixture of single, two, and multi-family residences

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for commercial use. It recommends medium/high density residential areas and low-density residential areas to the west of Parcel 6-266E (across Randall Court), and commercial areas to the north, east, and south.

The proposed zoning change to a Planned Unit Development, as drafted, is not fully consistent with the recommendation of the Comprehensive Plan for the particular property which calls for commercial use. However, the draft PUD designates three separate development areas which include both commercial and limited light industrial uses:

Development Area A: Area along Military Avenue, a depth of 186 ft. This matches the depth of a separate, concurrent PUD for multi-family apartments at the corner of Leo and S. Military. This development area would retain exclusive C3 frontage along Military Avenue in the existing parking lot area south of said multi-family PUD.

Development Area B: This area is designated for the existing Superior Discount Liquor store. This area remains a C3 use with limited light industrial permitted into the future. The existing use is permitted in C3.

Development Area C: The remainder of the site, the old ShopKo building. This area remains as a C3 use, with limited light industrial permitted into the future. The existing use is limited light industrial and used by Martin and Bellin Health for warehousing, employee training, and medical restoration uses.

Analysis: This request allows a permanent status for limited LI uses and C3 uses within the entire site. The parcel is being split into two lots via a Certified Survey Map. Lot 2 is a concurrent PUD for multi-family housing. Lot 1 is the larger, remainder portion of the existing site which was formerly a ShopKo department store and is currently used by HJ Martin and Bellin Health for warehousing, limited production, and training purposes. The existing former ShopKo building is in full use.

Report: This request stems from an approved PUD which allowed for limited LI uses for the site in a PUD approved in 2021. Said PUD allowed for 3 years of temporary LI uses on the site in an attempt to continue redevelopment of the site. The new PUD request calls for permanent allowance of limited LI uses within the site. During this PUD submittal, HJ Martin initially requested having limited LI uses for the entirety of the Lot 1 site. Staff does not believe changing the entire site to full LI use along Military Avenue is in alignment with the comprehensive plan or Military Avenue. The city continues to facilitate and encourage the long-term redevelopment of the property by allowing the owners to reuse the existing buildings on the property until such time redevelopment of the site becomes feasible and to divide off a portion of the property for commercial or multi-family development along Military Avenue to screen off the existing building. The city is engaging with Martin and Gorman (multi-family development) on a revised development agreement for the site which will need separate RDA and Council approval. Staff proposes having separate development areas for the site to help facilitate redevelopment:

Development Area A:

The area along Military Avenue has a depth of 186 ft. and approximately 170 ft. south of the accompanying multi-family PUD to the existing building. This depth is in line with the western property line of Lot 2 in the accompanying PUD for multi-family purposes. This is the existing parking lot area south of the driveway entrance on Military Avenue. This area will remain exclusively C3 uses into the future. Design standards are noted in the PUD language, which requires at least 50 percent of new construction of a building to have a footprint parallel to Military Avenue. It is recommended to create a buffer of commercial, mixed, or residential uses along Military Avenue between the old ShopKo building, which can have limited light industrial uses as well as C3 commercial uses.

Development Area B:

This area currently contains the Superior Discount Liquor store: This area is the plane north of the southern right-of-way of Leo Street, westward to Randal Street. The existing use is permitted in C3 and will remain for at least the near future. This development area is permitted all C3 uses and the following LI uses:

- a. Limited production and processing
- b. Contractor yard (Must be fully enclosed within building)
- c. Dry cleaning establishment, commercial laundry
- d. Research and development facility
- e. Material recovery facility (minor)*
- f. Ground transportation service *
- g. Package delivery service *
- h. Public safety/service facility
- i. Telecommunication tower, wireless communication facility *
- j. General office
- k. Government office
- l. Bank or other financial institution
- m. Clinic, health care facility
- n. Artist's studio
- o. Dwelling in conjunction with business *
- p. Live work unit *
- q. Warehousing accessory to primary business
- r. Educational/training facility

*Conditional use subject to approval by the Common Council

This distinction limits specific LI uses within the area of the existing building and parking for the existing store and provides sufficient dimensional standards for potential future commercial redevelopment along the frontage in the future. If the area were to have a change of use in the future to light industrial uses, then it would need to comply with light industrial buffering (along Randall Court) and meet C3 design guidelines. A landscape buffer in compliance with Section 44-1964 is not a recommended requirement at the moment as the area continues to be the existing retail service which has operated for decades at the site.

Development Area C:

The remaining area of the parcel, primarily the existing former department store and parking spaces. This area is bounded by rail road tracks to the south, the edge of commercial areas to the east and north and Randall Court to the west. With the existing parcel being as large as it is, this creates an interior to the commercial corridor to the north and east. Staff believes a limited light industrial use can be compatible with other uses so long as the uses are limited and any new development on the site meets site plan standards for industrial use alongside residential uses.

This development area is permitted all C3 uses and the following LI uses.

- a. Limited production and processing
- b. Contractor yard (Must be fully enclosed within building)
- c. Dry cleaning establishment, commercial laundry
- d. Research and development facility
- e. Material recovery facility (minor)*
- f. Ground transportation service *
- g. Package delivery service *
- h. Public safety/service facility
- i. Telecommunication tower, wireless communication facility *
- j. General office
- k. Government office
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- n. Artist's studio
- o. Dwelling in conjunction with business *
- p. Live work unit *
- q. Warehousing accessory to primary business
- r. Educational/training facility

*Conditional use subject to approval by the Common Council

Because the applicant is requesting industrial uses to become permanent in nature, staff recommends the site comply with landscape buffers detailed in Section 44-1964 in a timely manor as a condition of the PUD. This must be completed within x months of council approval. Any improvements to the site in future beyond typical maintenance are subject to the standards of the Green Bay Municipal Code.

Staff believes by having the parcel distinguished into three different development zones, appropriate actions can be taken into the future to continue redevelopment along the commercial corridor, require sufficient buffering between existing residential uses alongside industrial use and allow for defined industrial uses for a land owner who has extensive industrial reach throughout the Military-Western Avenue area.

If the draft PUD is approved with conditions, the final steps for the development of the proposed apartment will be a lot split, recording of an ingress/egress agreement for multi-family residential purposes if the concurrent PUD is approved, and administrative review/approval of a site plan which updates the landscape buffer in alignment with industrial uses for all areas within Development Area C within 12 months of Council

approval. In addition, the property is currently under a development agreement between Martin and the City for the whole block (including the multi-family area).

Update: Staff has not received any additional information for this PUD from the applicant since the Plan Commission on January 23, 2023. An updated development agreement between Martin, Gorman, and the City will be required for the block to meet updated changes to the PUD and preserve the development interests of all three groups.

RECOMMENDATION

Staff recommends approval of the PUD

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-4I Application
2. ZP 22-4I Narrative
3. ZP 22-4I PUD (I)



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Location of Property: 216 South Military Avenue

Parcel Number(s): 6-266-E

Petitioner(s): Mau & Associates LLP

Date: 11/14/2022

Email: sbieda@mau-associates.com

Phone Number: 920-434-9670

Address: 400 Security Blvd

City: Green Bay

State: WI

Zip: 54313

Property Owner: Henry Real Estate Development LLC

Phone Number: 920-321-3013

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

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

I, Steve Bieda of Mau & Associates LLP, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: _____

Date: _____

Petitioner Signature(s): _____

Checklist of required attachments:

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

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____

Here is a brief timeline of the conditions leading to the current request. An affiliated entity of HJ Martin ("HJ Martin") purchased the old Shopko building to use for expanded warehouse space to their headquarters just South of the site. HJ Martin then entered into Lease Agreement with Bellin Health for medical storage and medical restoration uses. A Conditional Use Permit for Bellin's uses was applied for and following the application, a Development Agreement was entered into granting the conditional use with the stipulation that within 3 years (with two, one-year extensions) a "concept plan" be submitted for further development of this site. The City suggested a concept involving residential affordable housing between Military Avenue and the existing Shopko building. HJ Martin pursued Gorman to develop affordable housing along the Military Avenue portion of site. Part of the Offer to Purchase with Gorman contains a contingency that HJ Martin's conditional uses become permanent through a Planned Unit Development, as well as truck access to the old Shopko building being relocated to better suit the existing owners/tenants, as shown on the PUD. If ANY of these contingencies are not granted, the Offer will be terminated. Access from the new apartment site will also need to be granted for the proposed apartments to Leo Street. The access and allowable uses through the PUD are major contingencies in the Offer to Purchase. The Development Agreement with the City of Green Bay spells out the uses for the existing old Shopko building. These uses will become permanent zoning conditions to the property once the PUD is approved. This PUD, along with the PUD submitted by Gorman, jointly comprise the Developer's "concept plan" as required by the Development Agreement and should be considered for approval together as the Gorman PUD is contingent upon this PUD application being approved.

-The requested PUD shall address the storage of the following materials to be stored in the existing building, including but not limited to:

- i. Flooring Materials (Hardwood, Ceramic Tile, Vinyl, Carpet, Carpet Pad)
- ii. Flooring Sundries (Adhesive, Caulk, Grout, Metals)
- iii. Tools & Equipment (Power tools, Hand tools)
- iv. Acoustical Ceiling Tile & Grid
- v. Shower Doors & Mirrors
- vi. Wheelchairs
- vii. Oxygen Tanks
- viii. Other Medical Equipment

-Training facility to include, but not be limited to, fixture installation, case work mockups, shower mockups, stair mockups and classrooms with chairs.

-The permanent future use of the structure with the proposed temporary use will be determined in a future rezoning and/or land division of the Property.

ZONING ORDINANCE NO. XX-22 (MARTIN PORTION OF BLOCK)

AN ORDINANCE

REPEALING AND RECREATING A PLANNED UNIT DEVELOPMENT (PUD)
OVERLAY DISTRICT FOR PROPERTY LOCATED AT 216 SOUTH MILITARY
AVENUE

(ZP 22-41)

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

SECTION 1. Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property:

Legal Description: Lot 1 of Certified Survey Map No. 1366, being part of Private Claim No. 1 and the vacant strip of land, West Side of Fox River, in the City of Green Bay, Brown County Wisconsin except Commencing at the Southeast Corner of said Lot 1 of Certified Survey Map No. 1366, thence N26°10'17"E, 276.60 feet along the West right of way of South Military Avenue to the point of beginning; thence N26°10'17"E, 246.18 feet along said west right of way; thence 18.91 feet along the arc of a 12.00 foot radius curve to the left whose chord bears N18°57'46"E from said West right of way of South Military Avenue to the South right of way of Leo Street; thence N64°05'49"E, 174.77 feet along said South right of way of Leo Street; thence S26°10'17"W, 258.24 feet; thence S64°05'49"W, 186.83 feet to the point of beginning.

Tax Parcel: Part of Parcel 6-266-E

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

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit the permanent use of both Community Center Commercial (C3) and targeted Light Industrial (LI) uses in the 7.25 acres bounded by South Military Avenue on the east, Green Bay and Western Railroad on the south, Randall Street on the west, Alfran Street, and Leo Street on the north. PUD addresses targeted development areas with differing use and design standards along commercial and residential corridors and the interior of the block. To meet the distinctions in targeted development, the site is separated into three development areas

Development Area A: Starting at the Southeast Corner of Lot 2 on the accompanying CSM (Exhibit A); the area identified in the development area map (Exhibit C) which is generally south of Lot 2 to the existing northern wall of the former Shopko building. Area generally 186.83 feet of the right of way

of South Military Avenue and 170 feet south of Lot 2 to the existing feet building.;

Development Area B. All areas north of the plane of the southerly right of way of Leo Street extended westerly to Randall Court noted on said attached development area (Exhibit C)

Development Area C. Remaining areas on Lot 1 of said attached development area. (Exhibit C)

- B. Development Site. Area included within this PUD is proposed as Lot 1 of an accompanying Certified Survey Map (Exhibit A). The existing parcel located at South Military Avenue and Leo Street will be divided into a separate lot comprising 7.25 acres/315,765 square feet. The existing site has a building with warehousing, educational/training facility and parking lot uses as well as a separate building with a liquor store use.

C. Land Use Regulation.

1. Permitted Uses.

Development Area A:

- a. Uses as allowed under the Community Center Commercial (C3) district.

Development Area B:

- a. Uses as allowed under the Community Center Commercial (C3) district.
b. Limited production and processing
c. Contractor yard (Must be fully enclosed within building)
d. Dry cleaning establishment, commercial laundry
e. Research and development facility
f. Material recovery facility (minor)*
g. Ground transportation service *
h. Package delivery service *
i. Public safety/service facility
j. Telecommunication tower, wireless communication facility *
k. General office
l. Government office
m. Bank or other financial institution
n. Clinic, health care facility
o. Artist's studio
p. Dwelling in conjunction with business *
q. Live work unit *
r. Warehousing

s. Educational/training facility

*Conditional use subject to approval by Common Council

Development Area C:

- a. Uses as allowed under the Community Center Commercial (C3) district.
- b. Limited production and processing
- c. Contractor yard (Must be fully enclosed within building)
- d. Dry cleaning establishment, commercial laundry
- e. Research and development facility
- f. Material recovery facility (minor)*
- g. Ground transportation service *
- h. Package delivery service *
- i. Public safety/service facility
- j. Telecommunication tower, wireless communication facility *
- k. General office
- l. Government office
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- o. Artist's studio
- p. Dwelling in conjunction with business *
- q. Live work unit *
- r. Warehousing
- s. Educational/training facility

*Conditional use subject to approval by Common Council

2. Prohibited Uses.

- a. Outdoor storage and display of product/material/equipment
- b. Sale or display of vehicles/equipment
- c. Accessory Structures Uses
- d. Self-service storage warehousing

- D. Dimensional and Area Requirements: Dimensional and area requirements or principal structure and surface parking on the subject property shall be regulated as follows:
- a. Development Area A,B and C: Dimensional and area requirements for principal structures on subject property shall be compliant with Community Center (C3) district.

- F. Access Circulation and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Chapter 44, Article XVIII of the Green Bay Municipal Code, and as modified as follows:
- a. Access to the site shall be maintained through a shared access easement between Lot 1 of attached proposed Certified Survey Map and Lot 2 of said Certified Survey Map. Shared access easement must be recorded with the Brown County Register of Deeds prior to the

issuance of building permits.

- b. All access points shall meet Green Bay Municipal Code and must be approved by the city traffic engineer.
- c. No railroad spurs are permitted off of any railroad property onto the Development Area A.

G. Building and Site Maintenance. Existing buildings and grounds shall be maintained in good repair.

- a. Development Area A: Any new building development shall have a building footprint which encompasses minimum of 50% of the street frontage parallel to South Military Avenue within the development area.
- b. Development Areas B and C: No fences are allowed to be erected within 200 feet of the public right of way of South Military Avenue, Leo Street, or Alfran Way
- c. No building design element associated with industrial uses shall be permitted e.g. dock doors, garages, lifts, mechanicals or other such similar design features as determined by the Development Director or their designee shall be allowed in areas visible from South Military Avenue. No new loading docks on the east, north, or south faces with the exception of existing loading docks.
- d. Service and loading is permitted along the Randall Street right of way.
- e. Any reconstruction (beyond maintenance) must comply with Green Bay Municipal Code requirements for C3 dimensional and other regulatory standards.

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

I. Signage. All signage shall be regulated as follows:

- a. New signs, including but not limited to freestanding and wall signs, shall conform to C3 Zoning District requirements, as specified in Chapter 30, Signs, Green Bay Municipal Code in addition with the following:
- b. One (1) pole/pylon directory sign or one (1) monument directory sign is permitted to display the whole of the tenants within Development Area A, B, and C campus.
 - i. Any tenant within Development Area A, B, or C may be apart of signage
 - ii. Freestanding signage to display the whole of tenants is limited to either one (1) pylon directory sign or one (1) monument directory sign.
 - iii. Either pole/pylon sign or monument sign must meet height and

size standards of C3 Zoning District requirements.

- c. Any changes to the design, location, or size of the existing freestanding signs require review and approval of a Sign Permit and must conform to the following:
 - i. These signs must remain perpendicular to the nearest public right-of-way.
 - ii. Pole signs shall be no higher than existing conditions at the time of PUD approval.
 - iii. Tenant panels on directory signs may be internally illuminated. No exterior lighting is permitted.
 - iv. If existing signage is used as a directory sign for two or more tenants within Development Areas A, B, or C; that sign will become the single pylon or directory sign or monument directory sign for the entire PUD.

J. Site Plan Review & Standards

- a. Prior to the issuance of any building permits, site plans shall be submitted and reviewed per Chapter 44 Article XIX, Green Bay
- b. If any site has been purchased, it shall not be further divided without review and consent of the City.
- c. An updated change of use site plan must be submitted to the Department of Community and Economic Development to denote the existing change of use on the site.
- d. Temporary barriers on the site such as jersey walls or temporary concrete walls must be removed.
- e. All existing and new service, loading, and refuse areas shall be screened in accordance with Chapter 44, Section 44-1917, Green Bay Municipal Code.
- f. Any ground-mounted and/or roof mounted mechanicals shall be screened in accordance with Chapter 44, Section 44-1917, Green Bay Municipal Code.

K. Landscaping/Transitional Yard

- a. Prior to the issuance of any building permits, detailed landscape plans shall be submitted and reviewed per Chapter 44, Article XIX, Division 5, Green Bay Municipal Code.
- b. Within 12 months of approval of PUD by Common Council, Development Area C must be improved to meet standards of Article XIX, Division 5, Section 44-1964, Green Bay Municipal Code along the right of way adjacent to Randall Court.
- c. If a land use change occurs in Development Area B which is one of the permitted light industrial uses, an approved site plan must include improvement standards of Article XIX, Division 5, Section 44-1694,

Green Bay Municipal Code along the right of way adjacent to Randall Court

- d. All existing landscaped areas must be maintained in good repair.
- L. Prior to the issuance of any building permits, stormwater management plans, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City. See Chapter 30, Green Bay Municipal Code.
- 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 Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2023.

APPROVED:

Mayor Eric Genrich

ATTEST:

Clerk

Attachments:

Exhibit A – Proposed Certified Survey Map
Exhibit B – Existing Site Survey Map
Exhibit C – Development Area Map

DRAFT

Mayor Eric Genrich

ATTEST:

Clerk

Attachments:

Exhibit A – Proposed Certified Survey Map

Exhibit B – Existing Site Survey Map

Exhibit C – Development Area Map

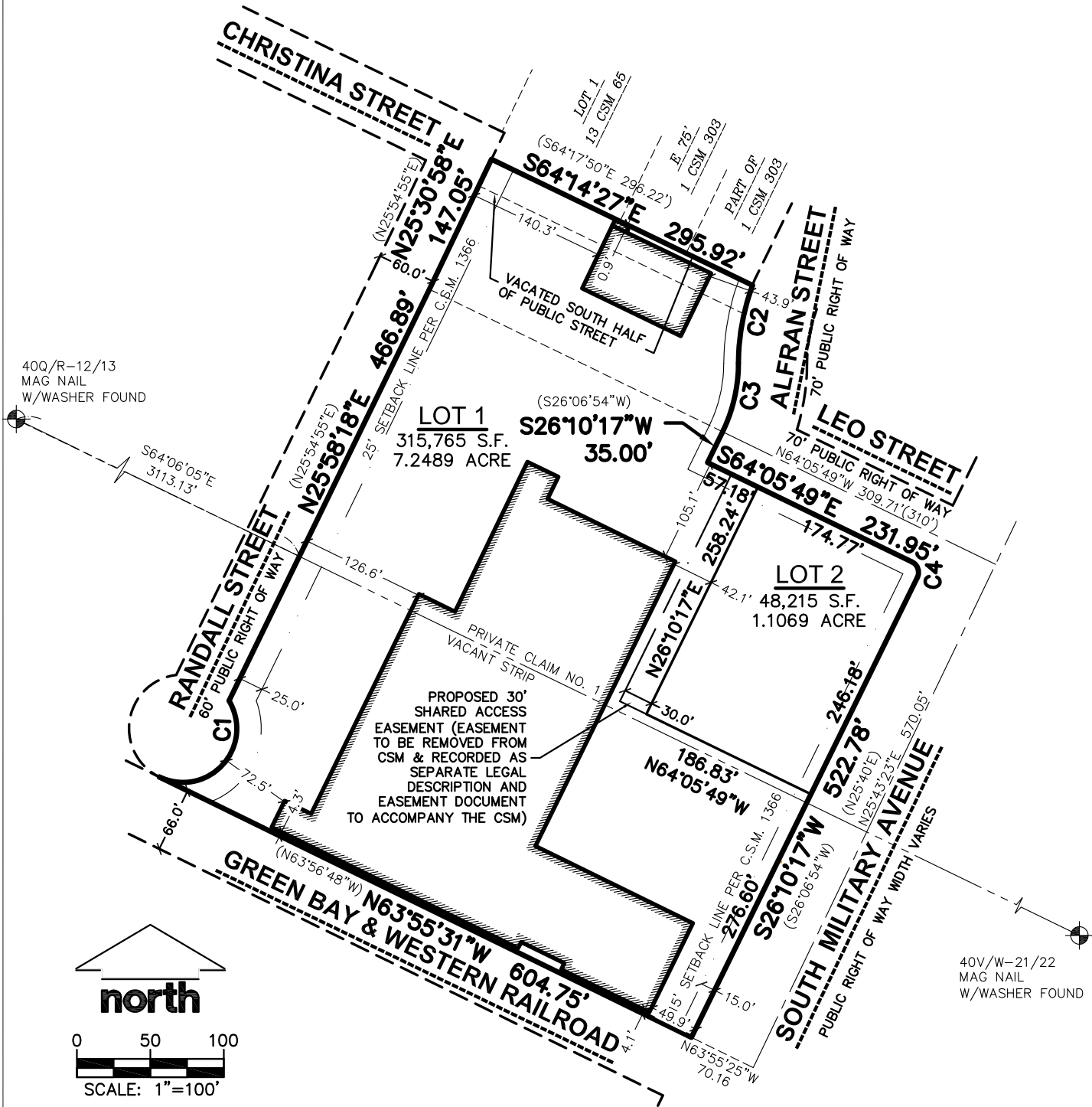
DRAFT

Exhibit A

PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 1366, BEING PART OF PRIVATE CLAIM NO. 1 AND THE VACANT STRIP OF LAND, WEST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



LEGEND

- GOVERNMENT CORNER
- 3/4" REBAR FOUND
- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- PLAT BOUNDARY
- CHORD LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- SECTION LINE
- EASEMENT LINE
- SETBACK LINE

NOTES

1. FIELD WORK PERFORMED ON JULY 12, 2022.
2. BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, BROWN COUNTY. THE WESTERLY LINE OF S. MILITARY AVE. HAVING A BEARING OF S26°10'17"W.
3. SEE SHEET 2 FOR CURVEY TABLE.

JULY 21, 2022



THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI, S-3121

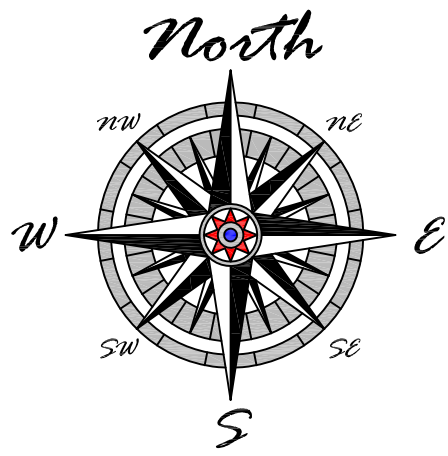
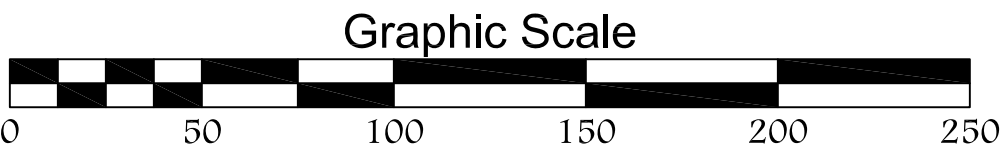
SURVEYED BY:	SURVEYED FOR:	PROJECT NO:	22-11365	SURVEYED BY:	JSD
 WAUSAU REGIONAL OFFICE 7402 STONE RIDGE DRIVE, SUITE 4 WESTON, WISCONSIN 54476 P. 715.298.6330	-	FIELDBOOK/PG:	-	DRAWN BY:	DHS
	-	SHEET NO:	1 OF 3	CHECKED BY:	AWW
	-			APPROVED BY:	AWW
	-				

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DOC. NO. _____
C.S.M. NO. _____

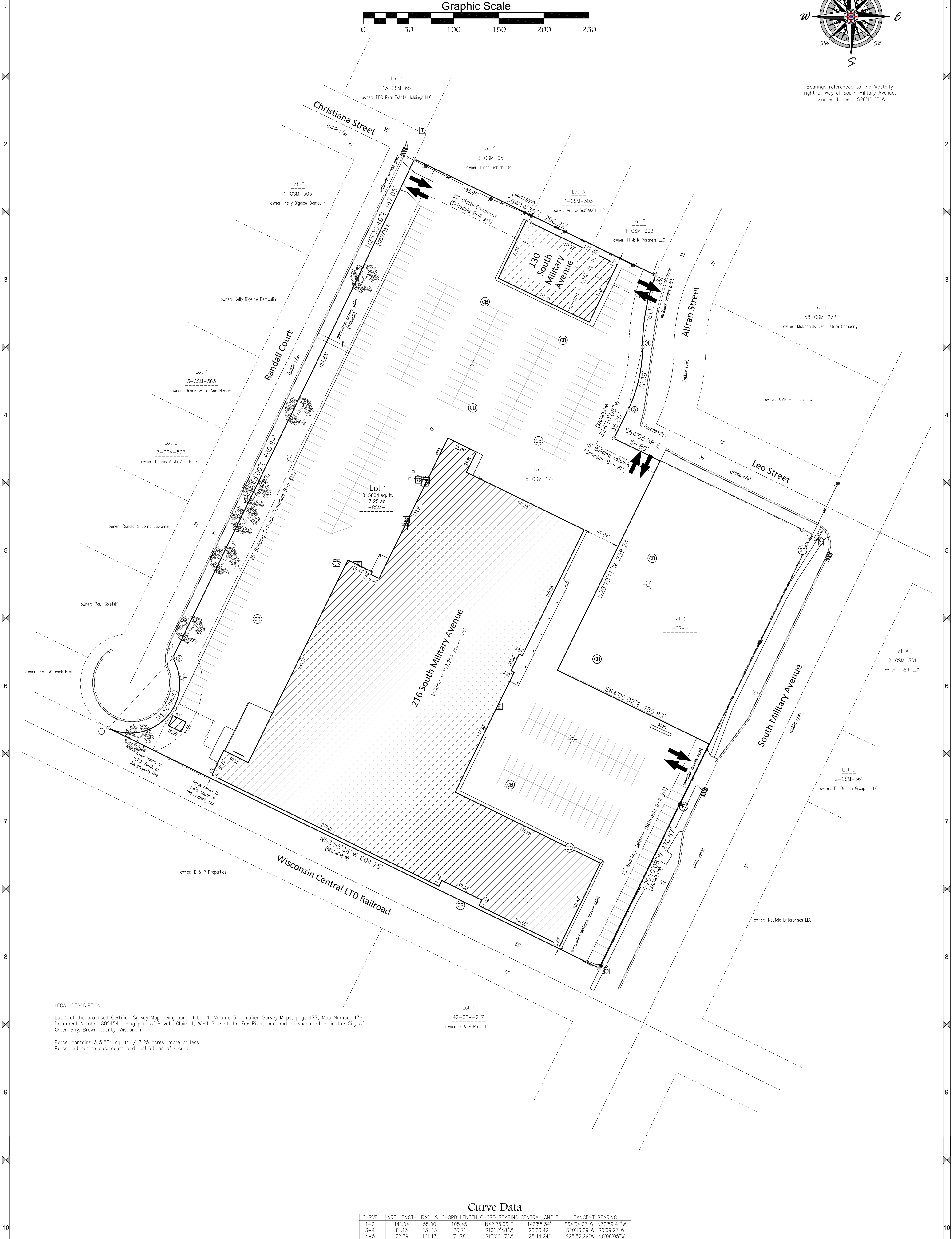
Exhibit B

- Planned Unit Development -

Lot 1 of the proposed Certified Survey Map being part of Lot 1, Volume 5, Certified Survey Maps, page 177, Map Number 1366, Document Number 802454, being part of Private Claim 1, West Side of the Fox River, and part of vacant strip, in the City of Green Bay, Brown County, Wisconsin.



Bearings referenced to the Westerly right of way of South Military Avenue, assumed to bear S26°10'08"W.



LEGAL DESCRIPTION

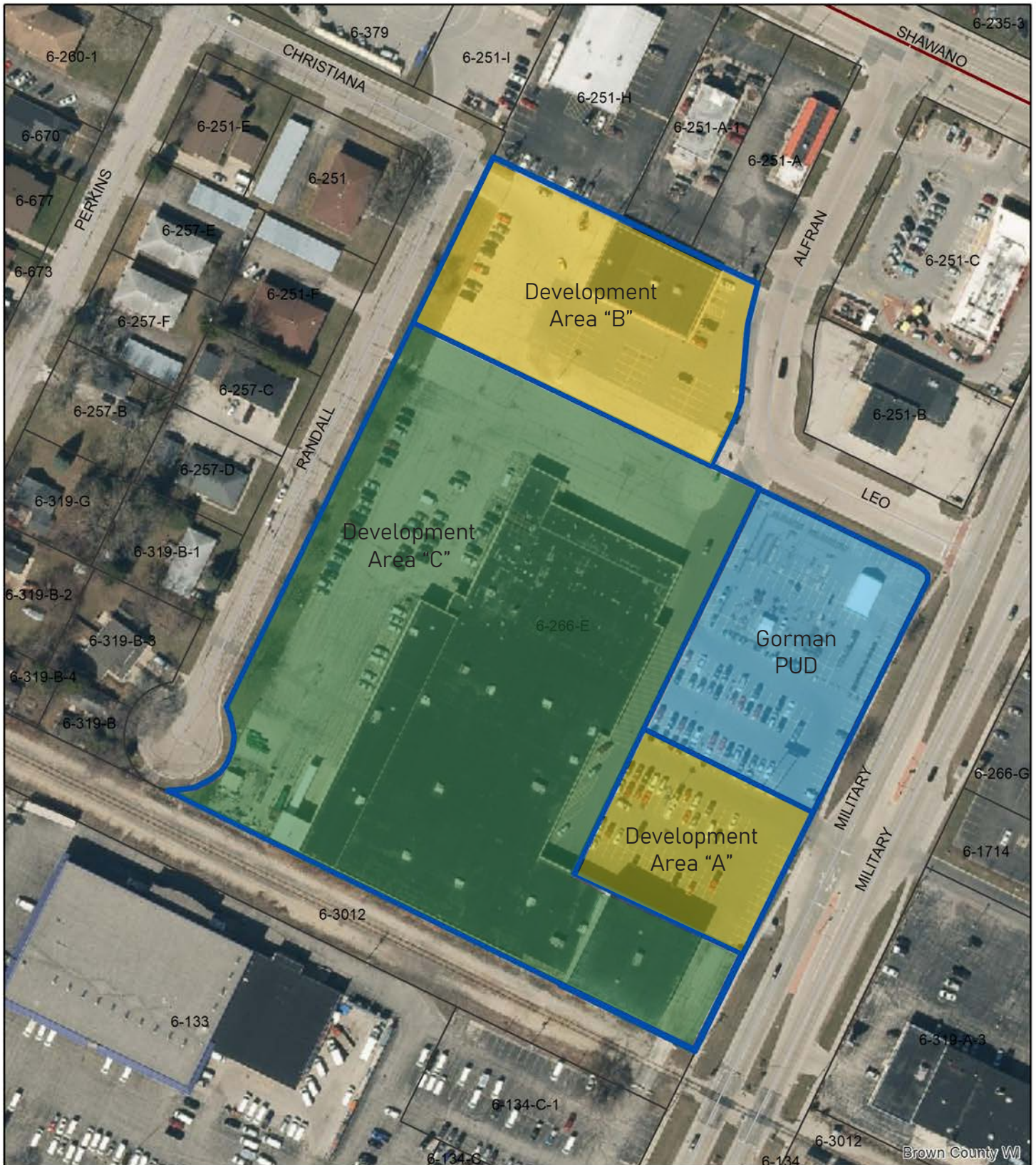
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Parcel contains 315,834 sq. ft. / 7.25 acres, more or less.
Parcel subject to easements and restrictions of record.

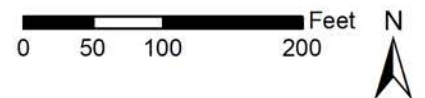
Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	141.04	55.00	105.45	N42°28'06"E	146°55'34"	S64°04'07"W, N30°59'41"W
3-4	81.13	231.13	80.71	S10°12'48"W	20°06'42"	S2016°09'W, S039°27'W
4-5	72.39	161.13	71.78	S13°00'17"W	25°44'24"	S25°52'29'W, N03°08'05'W

Exhibit C



216 S Military Ave Parcel 6-266-E



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.
19 Jan 2023 X:\Planning\Work Order Requests\2023\23.01 Office Maps\200 Block S Military.mxd



Report to the Green Bay Plan Commission

MEETING DATE

March 7, 2023

PREPARED BY

Wendy Townsend, Economic Coordinator

AGENDA ITEM # Q.3

To approve the Downtown Green Bay, Inc. Business Improvement District's (BID) year-end reporting for 2022.

BACKGROUND

The Plan Commission is required to review the year-end financial reports of each Business Improvement District (BID) as stated in the BID handbook.

RECOMMENDATION

Staff is recommending approval of the BID annual financial report(s) as submitted for 2022.

FISCAL IMPACT

ATTACHMENTS

- I. 2022 DGBI & Charities Year End Financial Report

DGBI & Charities 2022 Budget vs. Actual									
					2022 Budget	2022 Final	2021 Final	2020 Final	2019 Final
Income									
	4030 · Contributions Income								
			4071 · OMSI Administrative Fees		\$64,267	\$64,267	\$59,782	\$68,848	\$65,065
			4072A - Special Events Revenue/Sponsorships (Charities)		\$346,617	\$331,478	\$239,174	\$184,027	\$301,894
7010 Interest Income (Money Market Account) & Misc.					\$50	\$272	\$52	\$57	\$1,881
				ARPA and CARES Funding from the City of Green Bay	\$0	\$25,000	\$28,750	\$0	
				Employee Retention Credit - Federal	\$0	\$44,353			
				PPP Funding	\$75,000	\$0	\$134,540		
				SBA EIDL Advance Received in 2020	\$0			\$7,000	
4740 · BID Revenue					\$266,640	\$264,636	\$265,862	\$267,724	\$222,973
Total Income					\$752,574	\$730,006	\$728,159	\$527,656	\$594,713
Expense									
	Total 5800 · Administrative Expense								
			DGBI Staff		\$221,279	\$205,726	\$125,302	\$127,151	\$121,797
			OMSI Staff		\$56,061	\$61,357	\$56,056	\$56,883	\$53,091
			Charities Staff		\$99,220	\$93,840	\$148,384	\$150,573	\$137,412
			SEP Contribution		\$8,003	\$7,531	\$8,604	\$7,490	\$6,429
			Payroll Taxes		\$28,000	\$26,856	\$26,136	\$26,439	\$26,157
			Workmen's Comp		\$2,000	\$1,505	\$1,927	\$1,180	\$1,654
			Employee Health Insurance		\$4,500	\$2,125	\$4,500	\$3,000	\$750
				*Gray columns to be paid 41% by OMSI & Charities					
Total Admin including DGBI, OMSI & Charities Staffing					\$419,063	\$398,940	\$370,909	\$372,714	\$347,288
6000 · Operating Expense									
			6020 · Building Rent & Utilities		\$28,300	\$27,958	\$25,863	\$23,520	\$21,494
			6060 · Telephone & Internet		\$3,100	\$3,277	\$3,364	\$2,915	\$6,717
			6084 · Business Insurance		\$7,000	\$8,324	\$4,932	\$4,796	\$6,738
			6100 · Office Supplies		\$1,500	\$1,688	\$1,426	\$758	\$2,370
			6120 · Postage		\$250	\$298	\$213	\$165	\$268
			6140 · Dues and Subscriptions		\$2,000	\$2,730	\$2,007	\$1,732	\$1,530
			6150 - Banking Charges & Legal Fees		\$180	\$2,275	\$220	\$242	\$697
			6160 · Non-Profit Licenses/Fees/Personal Prop. Taxes		\$100	\$118	\$87	\$116	\$172
			6220 · Accounting (Audit)		\$11,000	\$13,120	\$10,315	\$11,950	\$10,905
			6240 - Training/Education/Staff Search/Recruitment		\$3,500	\$2,028	\$960	\$893	\$3,609
			6300 · Business Expense/Travel/Meetings/Parking/Misc.		\$3,000	\$7,900	\$3,092	\$1,904	\$2,434
			6420 · Repairs & Maintenance		\$1,000	\$1,448	\$613	\$593	\$1,121
			6490 · Equipment, Copy Machine, Technology		\$2,500	\$3,016	\$1,235	\$3,200	\$8,193
			6490A-Office 365		\$700	\$696	\$698	\$694	\$696
Total 6000 · Operating Expense					\$64,130	\$74,876	\$55,025	\$53,477	\$66,944
6800 · Program Expense									
			6830 · Physical Improvements				\$1,688	\$13,226	\$8,114
				· Holiday Wreath Lighting & Décor, Window Décor	\$4,700	\$1,195	\$2,453		
				· Clean Team and Adopt-a-Block for litter and weeds	\$2,100	\$1,498	\$1,747		
				· Banner Repair and Maintenance	\$2,500	\$39	\$163		
				· Public Art	\$5,000	\$1,500	\$1,573		
				· Streetscape Initiatives - Adams Street Plan	\$5,000	\$10,000			
				· Planters *Most Planter and Hanging Basket expenses will be paid for through Grow and Glow Restricted Funds			\$722		
				Total Physical Improvements	\$19,300	\$14,232			
			6840 · Business Development		\$9,905	\$7,309	\$5,891	\$3,994	\$14,419
			6860 · Marketing & Public Relations		\$27,197	\$25,229	\$16,080	\$9,732	\$23,818
			Special Event Expenses		\$212,564	\$221,479	\$181,400	\$103,046	\$156,580
Total Program & Special Event Expenses					\$268,966	\$268,249	\$211,717	\$129,998	\$202,930
Total Expense					\$752,159	\$742,065	\$637,651	\$556,189	\$617,162
Net Income					\$416	-\$12,058	\$90,508	-\$28,533	-\$22,449



Report to the Green Bay Plan Commission

MEETING DATE

March 7, 2023

PREPARED BY

Wendy Townsend, Economic Coordinator

AGENDA ITEM # Q.4

To approve the Military Avenue Business Improvement District's (BID) year-end reporting for 2022.

BACKGROUND

The Plan Commission is required to review the year-end financial reports of each Business Improvement District (BID) as stated in the BID handbook.

RECOMMENDATION

Staff is recommending approval of the annual financial report(s) as submitted for 2022.

FISCAL IMPACT

ATTACHMENTS

1. budget vs actual 2022
2. 2022 Year in Review
3. BID Military (20-22)-FINAL 2022 for 2023 budget

Military Avenue Business Inc. **Budget for 2021 vs Actual**

Revenue	2021 Approved	Sub Totals	NOTES	Actual	Difference
301 BID Assessments	99,388.00		Close to actual	99,124	-264
302 Donations/Pd. Partnerships	2,000.00				
303 Grants-restricted income	5,000.00				
310 Event Funds/Sponsorships	5,000.00		Large increase in EBT food program, and market success	25,402	20402
380 Interest Income	1,000.00			158	-842
390 Projected delinquent	-6,957.00				
Total Revenue	105,431.00		Took in 55,699 over budget	124,684	19253
Carry over	74,952.00		Larger carry over per audit/review	93,904	18952
	180,383.00			218,588	

Expenses					
	Personnel		47,528.00		
513	Wages and Staff	43,500.00		45,534	-1994
251	Taxes/fees 7.65%	3,328.00			
	Intern allowance	0.00			
525	Training/Education (Dir.)	700.00			
	Operating Expenses		15,400.00	15,542	142
579	Rent	5,400.00			
555	Insurance and Wkrs	2,600.00			
	Comp Ins				
581	Office Supplies	400.00			
	Office Equipment	0.00			
531	Office Printer Lease	1,800.00			
561	Legal/Accounting	2,000.00			
533	Audit	2,250.00			
541	Grant expenses	100.00			
510	Dues and Subscriptions	600.00			
523	Postage	200.00			
596	Bank fees	50.00			
	Technology		2,400.00	3,260	860
549	Computers (+maintenance)	900.00			
585	Internet/phone	1,500.00			
	Direct Program Expenses				
	DESIGN		45,136.00	15,442	-29694
519	Façade grant program	0.00			
504	Street Planters	11,750.00			
548	Median Lawn Maintenance	500.00			
557	Street Décor/Banners	4,060.00			
571	Gateway	1,000.00			
	Public Amenities	27,826.00			
	ECONOMIC DEVELOPMENT		31,000.00	7,500	-23500
546	Business	1,000.00			
	Recruit/Support Planning/Visioning	30,000.00			
				Part of the plan done in 2021, more in 2022 to 2024- three yr plan	
	EVENTS		10,200.00	Output for increase in EBT food program	27,047 16847
535	Events	10,000.00			
535.4	Event EBT				
507	Licenses & Fees	200.00			
	ORGANIZATION		3,100.00	Extra security due to website hack and more advertising	6,685 3585
501	Marketing/Adv/Social media	2,600.00			
506	Website	500.00			
Total Expenses		154,764.00	154,764.00	121,010	-33754
	BALANCE	25,619.00		97,578	

Military Avenue, Inc.			Budget for 2022 vs Actual			
Revenue			2022 Budget Operating Plan	Totals	Actual unaudited	Difference
301	BID Assessments		99,388		97,390	-1,998
302	Donations/Pd. Partnerships		1,000			
303	Grants-restricted income		1,000		25,000	
310	Event Funds/Sponsorships		15,000		38,570	23,570
			<i>Large increase in EBT food program, and market success</i>			
380	Interest Income		300		259	-41
390	Projected delinquent/late		-6,957		2,151	-4,806
Total Revenue			109,731		163,370	53,639
			<i>Took in 53,639 over budget</i>			
	Carry over (un- audited)		90,230		93,904	3,674
			199,961		257,274	
Expenses			2022 Budget Operating Plan	Totals	Actual unaudited	Difference
	Personnel			47,850	56,200	8,350
			<i>Added PT based on grant</i>			
	Operating Expenses			15,800	16,112	312
			<i>Added laptop PT staff</i>			
	Technology			2,400	1,467	-933
	Direct Program Expenses					
	DESIGN			45,910	14,343	-31,567
			<i>No new banners, coming</i>			
	ECONOMIC DEVELOPMENT			31,000	10,383	-20,617
			<i>2022 to 2024- three yr stratigic plan</i>			
	EVENTS			15,200	24,010	8,810
			<i>Output for increase in EBT food program</i>			
	ORGANIZATION			5,500	5,632	132
			<i>More advertising</i>			
Total Expenses			<i>underspent budget by 39,873</i>		168,020	128,147
	BALANCE		31,941		129,127	

Military Avenue 2022 Year in Review

2022 Shows Growth and New Businesses on Military Avenue

Early in 2022, we participated in a strategic plan exercise. This exercise helped to create a list of action items. After a couple years of uncertainty, 2022 was full of new, small business creation and almost full storefronts on Military Avenue. *It's a good time to be on Military Avenue!*



New and Expanding Businesses on Military Avenue

The Military Avenue BID assisted over 30 businesses in applying for the State's Main Street Bounce Back Grants over the last two years. 15 of the applicants located or expanded their business within the Military Avenue BID boundaries. New business owners find Military Avenue welcoming, affordable, and helpful.

Three new businesses located in the Martin family's development at the corner of Military and W Mason. Petco, Caribou Coffee, and a reconfigured Burlington filled out the corner section, while Scooters and the relocation of Arby's activated the parking lot in front of Planet Fitness.

The Green Bay Plaza and former Sears location saw demolition, construction and improvements. Two vacant properties will soon be active again with signed leases and opening dates in 2023. The new Club Carwash is currently under construction.



Market on Military



"We are busier and see more traffic on market days."

Both Big Lots and TJ Maxx noticed the increase in shoppers during the summer and winter Market on Military.

Growing Summer and Winter Market on Military

Both markets saw a large increase in attendance and the number of vendors in 2022. The EBT food support program, along with the grant for matching market bucks increased again, after seeing a big, 400% jump during COVID in 2021.

The markets have become a valuable, social outing for neighbors and "the regulars". Consistent dates, lots of space to use (and park), good vendors, and happy customers, contributed to the markets success!



Revenue Increased with Grants and Events

The Military Avenue BID relies on the assessment from our members. The BID assessments increased .07% from 2014 to 2021. Assessments done in 2022, will be payable in 2023.

In 2022, we were granted \$25,000 for the farmers market, allowing us to hire a part-time market manager. The market revenue increased by 13,168 to 38,570 since last year.

2022 Revenue unaudited figures

163,371 Dec. 2022 (124,683 Dec. 2021)

99,800 BID funds /interest

25,000 Market grant

38,571 Events/Sponsorship

Visit www.MilitaryAve.org

2022 Expenses unaudited figures

128,148 Dec. 2022 (120,201 Dec. 2021)

17,579 Operating/Tech

56,200 Personnel/Training

54,369 Programs -

Design/ Street Improvements

Economic/ Business Development

Events

Marketing/Advertising

Strategic Planning Outcomes

A combination of community focus groups, developer interviews, business and property owner surveys, all helped to develop a list of general observations and opportunities for Military Avenue.

The overall message heard was “Be what you are.”

The top opportunities identified:

- Build economic development through partnerships - Foster relationships with developers and the City of GB to improve ways to attract and retain businesses in the district.
- Target physical improvements - utilize grants to entice greater participation in building improvements and define corner property place makers.
- Focus on safety through partnerships and volunteers - Map and encourage private camera security plans.
- Increase Marketing - Enhance marketing so to attract and retain businesses and customers. Create key messages, logo and style to drive consistent brand promotion. Enhance social media and website.



Snow Flakes Increased the Light

Additional snow flakes were purchased this year, making them all efficient LED lights, eliminating the old bulb/fuse type ornament. It made a noticeable difference! We continue to beautify the district with flowers, winter greens, lit snow flakes, and banners. The Military sign at the Lombardi entrance is also maintained and lit within the Design/Street Improvement budget area.

Be a Leader—Join the Board of Directors

We are looking for board members for Military Avenue Business Association (MABA) and the Military Avenue Business Improvement District (BID). MABA meets monthly and the BID meets 3-4 times a year. For more information contact the Executive Director Leah Weycker 920-544-9503 Director@militaryave.org.

GISLink	PropertyAddress	OwnerName	SecondaryOwnerName	OwnerAddress1	OwnerCityState	OwnerZip	Total Assessed Value Land	Total Assessed Value Improvements	Total Assessed Value	District	Note	Bid Rate	Calculated Amount
6-133	1598 Western Ave	E & P Properties		3527 Euro Ln	De Pere, WI	54115	\$560,300	\$1,692,400	\$2,252,700	BID 20		\$0.25	\$563
6-118	421 S Military Ave	Marshall Living Trust		1330 Crystal Cove Tr #1	Green Bay, WI	54311-5985	\$285,700	\$226,500	\$512,200	BID 21		\$2.00	\$1,024
6-118-A-2	411 S Military Ave	Fox Communitites Credit Union		3401 E Calumet St	Appleton, WI	54915-4757	\$401,100	\$1,043,700	\$1,444,800	BID 21		\$2.00	\$2,500
6-1510	1566 W Mason St	Cover Rentals, LLC		1566 W Mason St	Green Bay, WI	54303	\$117,000	\$100,100	\$217,100	BID 21		\$2.00	\$434
6-1512	1566 W Mason St	Cover Rentals, LLC		1566 W Mason St	Green Bay, WI	54303	\$77,200	\$85,000	\$162,200	BID 21		\$2.00	\$324
6-1517	521 S Military Ave	Bester Dev Co LLP		1525 Ashley Ct	Green Bay, WI	54313-9303	\$190,000	\$257,900	\$447,900	BID 21		\$2.00	\$895
6-1520	501 S Military Ave	Carl A. Mongin	Nanette A. Mongin	501 S Military Ave	Green Bay, WI	54303-2209	\$45,900	\$78,900	\$124,800	BID 21		\$2.00	\$250
6-1691	1530 Leo St	Bfh Realty LLC		1521 Shawano Ave	Green Bay, WI	54303-3205	\$33,800	\$6,400	\$40,200	BID 21		\$2.00	\$250
6-1692	1536 Leo St	Bfh Realty LLC		1521 Shawano Ave	Green Bay, WI	54303-3205	\$26,700	\$6,700	\$33,400	BID 21		\$2.00	\$250
6-1693	1540 Leo St	Bfh Realty LLC		1521 Shawano Ave	Green Bay, WI	54303-3205	\$28,700	\$18,900	\$47,600	BID 21		\$2.00	\$250
6-1694	1541 Shawano Ave	Bfh Realty LLC		1521 Shawano Ave	Green Bay, WI	54303-3205	\$96,500	\$114,200	\$210,700	BID 21		\$2.00	\$421
6-1698	1521 Shawano Ave	Bfh Realty LLC		1521 Shawano Ave	Green Bay, WI	54303-3205	\$171,600	\$337,300	\$508,900	BID 21		\$2.00	\$1,017
6-1768	402 S Military Ave	E&D Development LLC		402 S Military Ave	Green Bay, WI	54303-2208	\$81,400	\$65,900	\$147,300	BID 21		\$2.00	\$294
6-235-C	123 N Military Ave	Dyal Select Enterprises LLC		123 N Military Ave	Green Bay, WI	54303-3201	\$497,600	\$283,500	\$781,100	BID 21		\$2.00	\$1,562
6-235-3	1590 Shawano Ave	Owellie Investments LLC		1600 Shawano Ave #204e	Green Bay, WI	54303-3246	\$811,600	\$650,300	\$1,461,900	BID 21		\$2.00	\$2,500
6-310-1	1400 Lombardi Ave	Lombardi Center LLC		PO Box 11237	Green Bay, WI	54307-1237	\$855,100	\$6,838,800	\$7,693,900	BID 21		\$2.00	\$2,500
6-440	704 S Military Ave	Srl2, Inc.		1740 Cofrin Dr Ste 2	Green Bay, WI	54302-2024	\$252,100	\$185,300	\$437,400	BID 21		\$2.00	\$874
6-447	802 S Military Ave	A Lautenbach CFP EA Investments LLC		1233 Cass St	Green Bay, WI	54301	\$57,600	\$53,300	\$110,900	BID 21		\$2.00	\$250
6-448	804 S Military Ave	Henry J. Boulanger	Barbara R. Boulanger	804 S Military Ave	Green Bay, WI	54304-2114	\$57,100	\$24,700	\$81,800	BID 21		\$2.00	\$250
6-449	806 S Military Ave	Plemb Properties LLC		806 S Military Ave	Green Bay, WI	54304	\$56,600	\$88,300	\$144,900	BID 21		\$2.00	\$289
6-452	822 S Military Ave	Gbwisc LLC		PO Box 1714	Green Bay, WI	54305	\$55,200	\$40,200	\$95,400	BID 21		\$2.00	\$250
6-134	1560 Western Ave	Aldi Inc		PO Box 460049dept501	Houston, TX	77056	\$635,200	\$1,206,800	\$1,842,000	BID 22		\$2.25	\$2,500
6-134-C	320 S Military Ave	E & P Properties		3527 Euro Ln	De Pere, WI	54115	\$392,800	\$859,500	\$1,252,300	BID 22		\$2.25	\$2,500
6-134-C-1	S Military Ave	E & P Properties		3527 Euro Ln	De Pere, WI	54115	\$179,400	\$40,800	\$220,200	BID 22		\$2.25	\$495
6-149	1616 W Mason St	Neufeld Enterprises II, LLC		320 S Military Ave	Green Bay, WI	54303	\$1,542,800	\$3,116,300	\$4,659,100	BID 22		\$2.25	\$2,500
6-149-B	615 S Military Ave	615 South Military Avenue LLC		691 S Green Bay Rd #208	Neenah, WI	54956-3153	\$298,300	\$597,400	\$895,700	BID 22		\$2.25	\$2,015
6-149-1	612 S Military Ave	Ran Di Enterprises LLC		6605 Maplewood Ln	Sobieski, WI	54171	\$343,300	\$332,600	\$675,900	BID 22		\$2.25	\$1,520
6-149-3	506 S Military Ave	Hai Qing Liu		920 Rasmussen Pl	Green Bay, WI	54304	\$112,500	\$135,300	\$247,800	BID 22		\$2.25	\$557
6-1513	609 S Military Ave	Besson Properties, LLC		2091 Lost Dauphin Rd	De Pere, WI	54115	\$36,500	\$69,700	\$106,200	BID 22		\$2.25	\$250
6-1514	607 S Military Ave	So Seng Ju	Sun Hee Ju	1435 Skylark Ln	Green Bay, WI	54313-6174	\$41,500	\$70,100	\$111,600	BID 22		\$2.25	\$251
6-1515-A	603 S Military Ave	G & A Larsen Properties LLC		1248 Bayport Ter	Green Bay, WI	54313	\$120,300	\$191,300	\$311,600	BID 22		\$2.25	\$701
6-1515	605 S Military Ave	Caroline Moes LLC		715 Laverne Dr	Green Bay, WI	54311	\$41,900	\$71,400	\$113,300	BID 22		\$2.25	\$254
6-1516	599 S Military Ave	G & A Larsen Properties LLC		1248 Bayport Ter	Green Bay, WI	54313	\$116,400	\$173,700	\$290,100	BID 22		\$2.25	\$652
6-1516-A	525 S Military Ave	Bryan C. Boettcher	Mary Beth Boettcher	525 S Military Ave	Green Bay, WI	54303-2209	\$89,800	\$163,700	\$253,500	BID 22		\$2.25	\$570
6-1517-A	517 S Military Ave	Hien T. Nguyen		3470 Golf Dr	Green Bay, WI	54311	\$61,000	\$87,700	\$148,700	BID 22		\$2.25	\$334
6-1517-B	519 S Military Ave	La Carreta Green Bay, LLC		1657 Main St	Green Bay, WI	54302	\$60,700	\$86,000	\$146,700	BID 22		\$2.25	\$330
6-1518	515 S Military Ave	515 Military LLC		103 John St	Oconto Falls, WI	54154	\$47,900	\$70,000	\$117,900	BID 22		\$2.25	\$265
6-1518-A	513 S Military Ave	Bao Qin He & Tian-Yo Hu Revocable Living Trust		1105 Longbow Ct	Oneida, WI	54155	\$92,800	\$124,300	\$217,100	BID 22		\$2.25	\$488
6-1519	511 S Military Ave	Besson Properties, LLC		2091 Lost Dauphin Rd	De Pere, WI	54115	\$49,900	\$72,600	\$122,500	BID 22		\$2.25	\$275
6-1519-A	509 S Military Ave	Priscilla Milson		414 Jefferson St	Green Bay, WI	54301	\$49,600	\$71,500	\$121,100	BID 22		\$2.25	\$272
6-1520-A	505 S Military Ave	K-Jaw Properties, LLC		505 S Military Rd	Green Bay, WI	54303	\$114,000	\$153,000	\$267,000	BID 22		\$2.25	\$600
6-1521	501 S Military Ave	Beacon Center Assoc		PO Box 28014	Green Bay, WI	54324-0014	\$100	\$0	\$100	BID 22		\$2.25	\$0
6-169	1505 W Mason St	Aam Green Bay Plaza LLC		610 Newport Centr Dr 290	Newport Beach, CA	92660	\$1,988,700	\$6,554,200	\$8,542,900	BID 22		\$2.25	\$2,500
6-169-G	1505 W Mason St	Aam Green Bay Plaza LLC		610 Newport Centr Dr 290	Newport Beach, CA	92660	\$1,459,800	\$3,039,100	\$4,498,900	BID 22		\$2.25	\$2,500
6-170-C	1529 W Mason St	Etd Development LLC		111 W 39th	Vancouver, WA	98660	\$269,800	\$322,200	\$592,000	BID 22		\$2.25	\$1,332
6-171-C	1561 W Mason St	Scp 2006 C23 112 LLC		One Cvs Dr	Woonsocket, RI	02895-6146	\$759,200	\$1,048,100	\$1,807,300	BID 22		\$2.25	\$2,500
6-1714	201 S Military Ave	Bl Branch Group II LLC		120 E Washington St Ste 201	Syracuse, NY	13202	\$658,400	\$1,124,800	\$1,783,200	BID 22		\$2.25	\$2,500
6-1767	1212 S Military Ave	Vanderleest Inc		1625 Vernon Ct	Green Bay, WI	54304	\$652,200	\$645,800	\$1,298,000	BID 22		\$2.25	\$2,500
6-1769	404 S Military Ave	G & A Larsen Properties LLC		1248 Bayport Ter	Green Bay, WI	54313	\$67,600	\$104,000	\$171,600	BID 22		\$2.25	\$386
6-1770	406 S Military Ave	Rnj, LLC		1324 Portside Ln	Green Bay, WI	54313	\$38,100	\$59,700	\$97,800	BID 22		\$2.25	\$250
6-1771	408 S Military Ave	Denis J. Toonen	Toni M. Toonen	1324 Portside Ln	Green Bay, WI	54313	\$67,600	\$104,100	\$171,700	BID 22		\$2.25	\$386
6-1772	410 S Military Ave	Jj 875 Property, LLC		2754 Chaska Ct	Green Bay, WI	54313	\$38,100	\$63,000	\$101,100	BID 22		\$2.25	\$250
6-1773	412 S Military Ave	Jj 875 Property, LLC		2754 Chaska Ct	Green Bay, WI	54313	\$38,100	\$63,000	\$101,100	BID 22		\$2.25	\$250
6-1774	414 S Military Ave	Jj 875 Property, LLC		2754 Chaska Ct	Green Bay, WI	54313	\$38,100	\$60,800	\$98,900	BID 22		\$2.25	\$250

6-1775	416 S Military Ave	Woon S. Chan	Cindy M. Chan	2445 Van Lake Ct	Green Bay, WI	54311-6200	\$86,600	\$123,600	\$210,200	BID 22			\$2.25	\$472
6-1776	420 S Military Ave	Woon S. Chan	Cindy M. Chan	2445 Van Lake Ct	Green Bay, WI	54311-6200	\$38,100	\$70,300	\$108,400	BID 22			\$2.25	\$250
6-1778	426 S Military Ave	Aaa3, LLC		426 S Military Ave	Green Bay, WI	54303	\$132,300	\$178,500	\$310,800	BID 22			\$2.25	\$699
6-1779	500 S Military Ave	Tmc Properties, LLC		1219 S Military Ave	Green Bay, WI	54304	\$150,700	\$228,700	\$379,400	BID 22			\$2.25	\$853
6-199-5	1203 S Military Ave	Innovative Properties Group LLC		628 N 8th St	Manitowoc, WI	54220	\$295,500	\$481,900	\$777,400	BID 22			\$2.25	\$1,749
6-207	1559 Ninth St	Bay Motel & Family Restaurant Inc		1881 Sylvan Dr	Green Bay, WI	54313	\$362,800	\$1,088,100	\$1,450,900	BID 22			\$2.25	\$2,500
6-209-B	1308 S Military Ave	RSD Enterprises LLC		7833 W Hawthorne Rd	Mequon, WI	53097-2009	\$239,200	\$384,000	\$623,200	BID 22			\$2.25	\$1,402
6-209-C	1320 S Military Ave	Triton Automotive, LLC		1541 Burgundy Pkwy	Streamwood, IL	60107	\$144,100	\$168,200	\$312,300	BID 22			\$2.25	\$702
6-209-D	1330 S Military Ave	Golrusk Real Estate LLC		1991 Allouez Ave	Green Bay, WI	54311	\$121,300	\$201,000	\$322,300	BID 22			\$2.25	\$725
6-209-E	1350 S Military Ave	Cb 1350 LLC		PO Box 13223	Green Bay, WI	54307	\$200,800	\$379,900	\$580,700	BID 22			\$2.25	\$1,306
6-235-B	116 N Military Ave	Ibf Properties, LLC		15305 Dallas Pkwy Ste 300	Addison, TX	75001	\$667,200	\$1,667,200	\$2,334,400	BID 22			\$2.25	\$2,500
6-235-1	1606 Shawano Ave	Bo Enterprises LLC		2271 Hutson Rd Ste A	Green Bay, WI	54303	\$361,500	\$228,900	\$590,400	BID 22			\$2.25	\$1,328
6-235-2	100 N Military Ave	Kartika Kuppalli	Krutika Kuppalli	5901B Peachtree Dunwoody Rd NE	Sandy Springs, GA	30312	\$711,200	\$324,100	\$1,035,300	BID 22			\$2.25	\$2,329
6-251-B	124 S Military Ave	Qmh Holdings LLC		2184 Trailside Ln	De Pere, WI	54115	\$230,900	\$381,800	\$612,700	BID 22			\$2.25	\$1,378
6-251-C	1587 Shawano Ave	Mcdonalds Real Estate Company		1728 Industrial Dr	Green Bay, WI	54302-2106	\$667,500	\$824,500	\$1,492,000	BID 22			\$2.25	\$2,500
6-251-D	101 S Military Ave	Market BaceLine, LLC		511 Broadway	Denver, CO	80203	\$814,000	\$668,000	\$1,482,000	BID 22			\$2.25	\$2,500
6-266-E	216 S Military Ave	Martin Neufeld, LLC		PO Box 11387	Green Bay, WI	54307	\$1,722,900	\$985,100	\$2,708,000	BID 22			\$2.25	\$2,500
6-266-G	143 S Military Ave	T & K LLC		6693 Anthony Dr	Sobieski, WI	54171	\$248,500	\$166,200	\$414,700	BID 22			\$2.25	\$933
6-299-A	1577 Langlade Ave	Adf Real Estate LLC		1577 Langlade Ave	Green Bay, WI	54304-2968	\$560,300	\$144,300	\$704,600	BID 22			\$2.25	\$1,585
6-299-A-1	1450 S Military Ave	Green Bay Health Holdings LLC		27101 Puerta Real Ste340	Mission Viejo, CA	92691	\$283,900	\$1,236,000	\$1,519,900	BID 22			\$2.25	\$2,500
6-319-A-3	225 S Military Ave	Neufeld Enterprises,, LLC		PO Box 11387	Green Bay, WI	54307-1387	\$805,300	\$361,100	\$1,166,400	BID 22			\$2.25	\$2,500
6-421	1593 W Mason St	Ly Properties LLC		5324 N 134th Ave	Omaha, NE	68164	\$237,700	\$273,600	\$511,300	BID 22			\$2.25	\$1,150
6-443	712 S Military Ave	Affordable Estates, LLC		712 S Military Ave	Green Bay, WI	54313	\$109,600	\$92,000	\$201,600	BID 22			\$2.25	\$453
6-445	728 S Military Ave	Gabera Paula Living Trust		6801 Philippe Allen Ave	Las Vegas, NV	89110-5240	\$116,400	\$137,600	\$254,000	BID 22			\$2.25	\$571
6-450	814 S Military Ave	Sean B. Jerovetz		14430 Velp Ave	Suamico, WI	54173-8331	\$56,200	\$59,500	\$115,700	BID 22			\$2.25	\$260
6-451	S Military Ave	Sean B. Jerovetz		14430 Velp Ave	Suamico, WI	54173-8331	\$55,700	\$4,900	\$60,600	BID 22			\$2.25	\$250
6-454	832 S Military Ave	Tracy M. Crawford		1811 Oak Leaf Dr	Green Bay, WI	54304	\$109,000	\$126,100	\$235,100	BID 22			\$2.25	\$528
6-455	834 S Military Ave	Harnowski Richard & Barbara L Revocable Trust		1762 Carriage Ct	Green Bay, WI	54304-2812	\$86,100	\$68,800	\$154,900	BID 22			\$2.25	\$348



Report to the Green Bay Plan Commission

MEETING DATE

March 7, 2023

PREPARED BY

Wendy Townsend, Economic Coordinator

AGENDA ITEM # Q.5

To approve the Olde Main Street Inc. Business Improvement District's (BID) year-end reporting for 2022.

BACKGROUND

The Plan Commission is required to review the year-end financial reports of each Business Improvement District (BID) as stated in the BID handbook.

RECOMMENDATION

Staff is recommending approval of the annual financial report(s) as submitted for 2022.

FISCAL IMPACT

ATTACHMENTS

- I. 2022 OMSI Year End Financial Report

OMSI 2022 Budget vs. Actual					
	2022 Budget	2022 Final	2021 Final	2020 Final	2019 Final
Revenues					
BID Assessments	\$56,948	\$60,167	\$59,885	\$54,533	\$58,581
Contributions & Sponsorships*	\$41,680	\$48,787	\$27,418	\$37,098	\$45,529
Planter Program Revenue	\$8,550	\$8,100	\$8,100	\$8,550	\$8,000
Total Revenue	\$107,178	\$117,054	\$95,403	\$100,181	\$112,110
Expenses					
Administrative Fees	\$64,267	\$64,267	\$59,782	\$68,848	\$65,065
Operating					
Insurance	\$3,164	\$3,664	\$4,683	\$2,261	\$2,210
Postage & Meetings & Misc.	\$200	\$115	\$109	\$200	\$543
Legal/Accounting/Audit	\$6,700	\$7,351	\$6,560	\$7,470	\$7,895
Training/Education/Mileage/Dues & Subs.	\$500	\$540	\$589	\$406	\$283
Equipment/Office Supplies	\$500	\$0	\$158	\$551	\$1,054
Total Admin & Operating Expense	\$75,331	\$75,937	\$71,881	\$79,735	\$77,049
Programs					
Physical Improvements					
Greenspace/Planter Program	\$10,800	\$13,059	\$11,128	\$10,453	\$10,728
District Appearance	\$500	\$130	\$95	\$407	\$23
Three Corner Marker Flag	\$250	\$211	\$532	\$233	\$270
Holiday Decorations and Banner Maint.	\$1,300	\$2,620	\$4,182	\$433	\$775
Public Art Contribution	\$1,000		\$0	\$7,654	\$0
Total Physical Improvements	\$13,850	\$16,019	\$15,937	\$19,180	\$11,796
Business Development					
Business Recruitment & Retention	\$2,000	\$467	\$267	\$123	\$1,822
Total Business Development	\$2,000	\$467	\$267	\$123	\$1,822
Marketing & Events					
Website	\$804	\$800	\$808	\$842	\$3,744
Branding/Guides/Public Awareness	\$3,315	\$4,346	\$2,746	\$1,342	\$4,484
Fall Art Block Party formerly Gallery Night	\$2,100	\$716	\$2,539		\$1,567
Winter in Whitney	\$2,500	\$5,352			
Summer in the Park	\$4,000	\$3,621	\$0		\$3,682
Theater / Comedy in the Park	\$2,350	\$1,201	\$2,536	\$1,000	\$1,388
Annual Meeting-Year in Review	\$500	\$162	\$0	\$957	\$625
Small Business Saturday	\$400	\$445	\$514	\$3,750	\$351
Summer Solstice	\$4,100	\$5,567	\$0		\$3,695
Galentines Day	\$400	\$0	\$0	\$343	\$196
New Events/Music					
Total Marketing and Events	\$20,469	\$22,210	\$9,144	\$8,234	\$19,733
Total Programs	\$36,319	\$38,697	\$25,347	\$27,537	\$33,351
Total Expense	\$111,650	\$114,633	\$97,228	\$107,272	\$110,401
Net Income	\$ (4,472)	\$ 2,421	\$ (1,825)	\$ (7,091)	\$ 1,709

*Contributions & Sponsorships	2022 Budget	2022 Final	2021 Final	2020 Final	2019 Final
25% of Year in the City Sponsorships	\$ 16,125.00	\$ 20,228.00	\$ 14,228.25	\$ 13,625.00	\$ 18,331.25
Summer Solstice Income & Sponsorship 2020 SS not held, transferred sponsorship to SBS Artist Promo.	\$ 5,000.00	\$ 4,893.00	\$ -	\$ 4,000.00	\$ 5,831.58
Summer in the Park Sponsorship *2020 not held, transferred sponsorship to online Theater in Park and Frog Sculptures.	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00
Winter In Whitney/New Event Sponsor	\$ 2,500.00	\$ 4,000.00			
Gallery/Artisan Nite on Cedar Sponsorship & Bev. Income (Fall Art Block Party)	\$ 2,800.00		\$ 2,754.00		\$ 2,500.00
Theater in the Park Sponsor./Grant/Revenue	\$ 3,250.00	\$ 2,657.00	\$ 4,433.00		\$ 50.00
Galentine's Day Income	\$ 1,000.00		\$ -	\$ 870.00	\$ 1,125.00
OMSI Corporate sponsorships	\$ 6,000.00	\$ 12,000.00	\$ 6,000.00	\$ 12,000.00	\$ 9,000.00
Money Market Interest Income	\$ 5.00	\$ 9.00	\$ 2.62	\$ 102.77	\$ 521.36
	\$ 41,680.00	\$ 48,787.00	\$ 27,417.87	\$ 37,097.77	\$ 45,528.79
Art on Main/Public Art Restricted Funds has \$4,541.82 remaining as of 12/31/22.					
WPS Grant for Available Properties Signage Restricted Funds: \$750 received in 2018. \$442.98 was spent in 2019. \$307.02 remains.					



Report to the Green Bay Plan Commission

MEETING DATE

March 7, 2023

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # Q.6

To vacate utility easements on vacated Motor Street and vacated portion of State Street at 1919 S. Broadway (Parcel #s 1-1407 & 1-1415).

BACKGROUND

Primary Address: 1919 S. Broadway

Alderpersion /District: Alder Brian Johnson / District 9

Reason for Request: To discontinue unnecessary utility easement

Analysis: This utility easement is in the vacated portions of Motor Street and State Street that are now part of 1919 S. Broadway. The Utility Easements that were retained at the time of the vacation on these streets are in conflict with the plans of the owner to complete a major expansion of their facility at 1919 S. Broadway. Because of this conflict, utilities in this area need to be relocated outside of this area at the owner's expense. The owners have agreed to grant any necessary easements required for the relocation of utilities, so they are not in conflict with the building expansion area.

Alder Brian Johnson, adjoining property owners, and the agencies below, were informed of the request. Agencies were informed that if they failed to respond or indicate locations of facilities, it will be assumed that none are present. No objections were received from property owners.

- Department of Public Works: No Objection with Condition
- Wisconsin Public Service: No Objection
- AT&T: No Response
- Green Bay Water Utility: No Response
- Time Warner Cable: No Response
- Department of Parks, Recreation, & Forestry: No Objection
- American Transmission Company: No Objection
- Mobilitie: No Response
- NEW Water: No Objection with Condition
- Charter: No Objection

RECOMMENDATION

Approval of the request, subject to the following conditions:

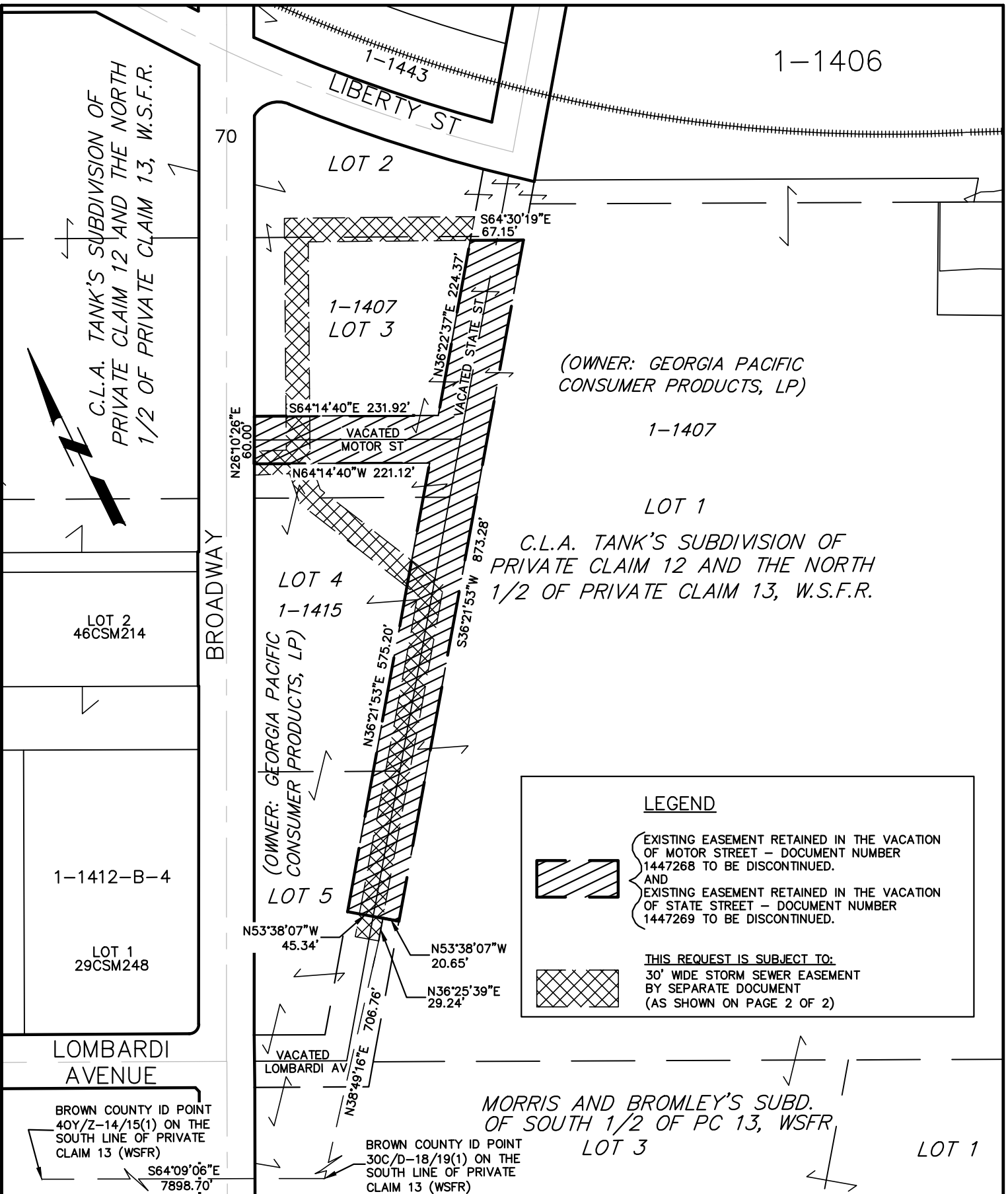
1. The property owner shall follow the signed agreement with NEW Water and the new utility easement is finalized and recorded.
2. The property owner shall provide the Relocated Easement as previously negotiated with the City of Green Bay.

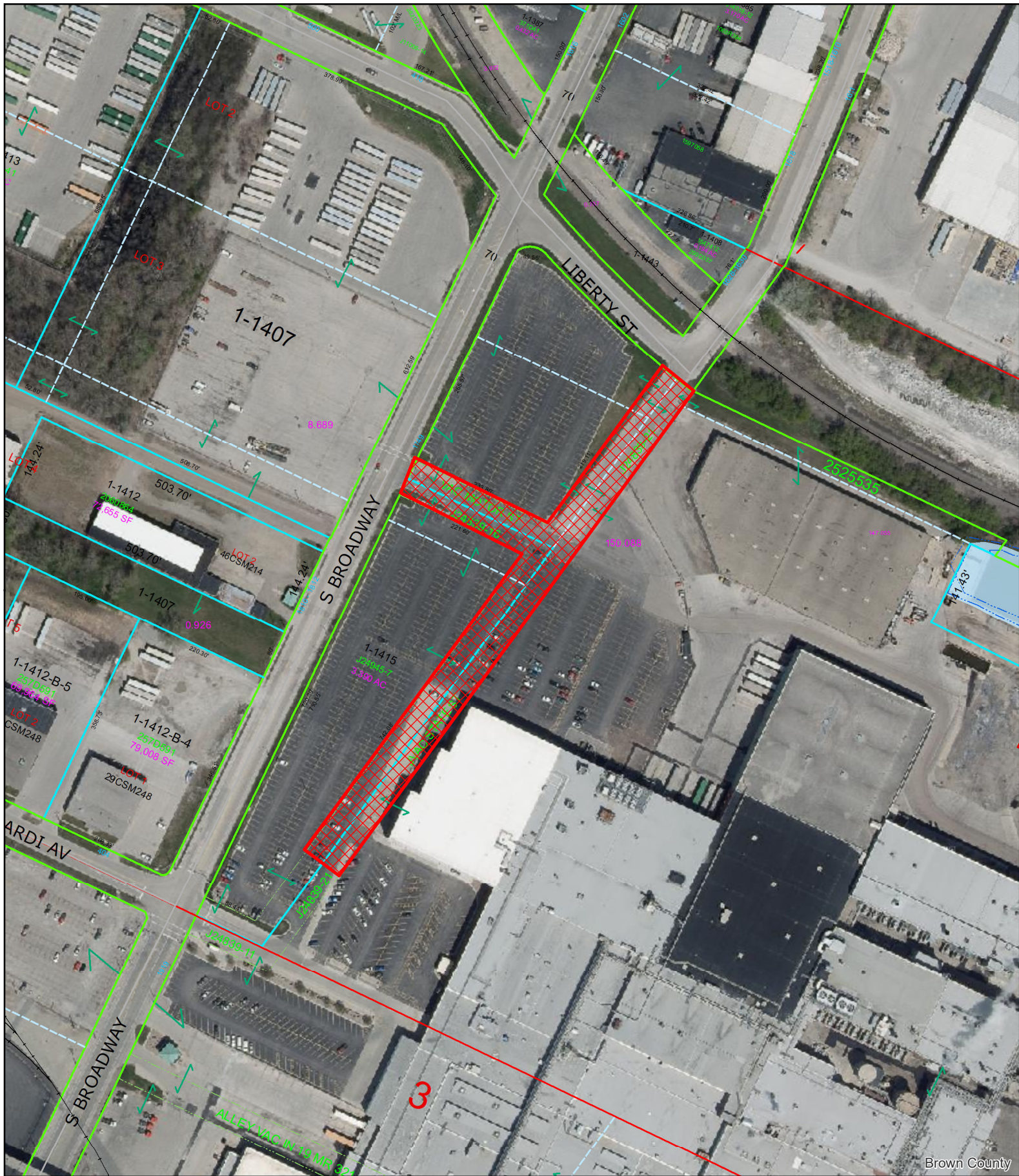
FISCAL IMPACT

ATTACHMENTS

1. ED 23-01 Easement Exhibit
2. ED 23-01 Map

I:\DeptData\PubWorks\Eng\CADD\ACAD\ROW\EasementDiscontin\ED in Vacated Motor & State Streets\GP Easement Discontinuances w Prop Storm Easement.dwg, 11/1/2022 2:43:57 PM





ED 23-01 Utility Easement Discontinuance

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

 Easement Area



1 in = 200 ft



Report to the Green Bay Plan Commission

MEETING DATE

March 7, 2023

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.7

To amend the City's Comprehensive Plan for the portion of properties located at 815-821 S. Chestnut Avenue (2-178-A & 2-178) and 414-418 4th Street (2-177, 2-176 & 2-175) from Commercial land use to Medium Intensity Retail, Office & Housing.(Public Hearing held 02/27/2023)

BACKGROUND

Primary Address: S. Chestnut and 4th Street

Alderpersion / District: Alder Brian Johnson / District 9

Reason for Request: To allow for future development of these parcels that is keeping with the neighborhood and Shipyard Investment Strategy.

Surrounding Zoning and Land Uses:

Subject Properties: General Commercial (C1) – vacant land, Green Bay Bicycle Collective

North: Right-of-Way - Mason Street Ramps

South: Office Residential (OR) - Single- and Two-Family Homes

General Commercial (C1) | Mixed Use Building

East: General Commercial (C1) - Dry cleaning and Storage

West: Medium-Density Residential (R1) - Single- and Two-Family Homes

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Commercial uses.

Report: The proposed amendment will allow a zone change for the future redevelopment of the .45 acres of land to residential or mixed-use that will act as a more appropriate transition between the lower density residential uses to the west and south with the commercial uses to the east. Please note that site addressed 414 S. Chestnut Street (parcel #2-175) was mistakenly added to this application but is not part of this proposal and should retain the future Commercial land use designation.

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

1. The change is consistent with the goals and objectives or other elements of Smart Growth 2022.
 - o Staff feels the proposed amendment is compliant.
2. The change does not create an adverse impact on public facilities and services that cannot be mitigated. Public facilities and services include roads, sewers, water supply, drainage, schools, police, fire, and parks.
 - o The proposed redevelopment area is located within the Urban Service Area and there are no significant issues relative to services or facilities.
3. Development resulting from the change does not create an undue impact on surrounding properties.

Such development should be consistent with the physical character of the surrounding neighborhood or would upgrade and improve its viability.

- o The change will encourage redevelopment of the currently underutilized property to uses that are more in keeping with the character of the surrounding neighborhood and will act as a transitional area between potentially incompatible uses.
4. The change allows a more viable transition to the planned uses on adjacent properties than the current land use.
 - o The proposed change in land use represents a more appropriate transition of uses between the lower density residential to the west and south, commercial uses to the east and Mason Street to the north..
 5. The change does not have a significant adverse impact on the natural environment including trees, slopes, and groundwater, or the impact could be mitigated by improvements on the site or in the same vicinity.
 - o There are no known environmental impacts.
 6. There is a change in City policies or neighborhood characteristics that would justify a change.
 - o Not applicable.
 7. The change corrects an error made in the original plan.
 - o Though not an error, the proposed land-use changes designate uses more compatible with the size and location of the subject properties that likely was not analyzed in such detail when the Comprehensive Plan was developed.
 8. There is a community or regional need identified in the Comprehensive Plan for the proposed land use or service.
 - o Not applicable.
 9. The change helps the City meet its life-cycle and affordable housing goals.
 - o Not directly but the ability to provide housing on this site, as a standalone or part of a mixed-use development project, has the ability to increase housing options within the City and could include affordable units or free up units already in the community as new ones come online.
 10. The change does not adversely impact any landmarks or other historically significant structures or properties unless mitigated through relocation, commemoration, or dedication.
 - o There are no landmarks or historically significant features that are being modified as part of the request.

This land-use designation change will allow the area to be marketed for a broader range of development possibilities while improving transitions of land uses already in place and expected for the future. A request is contained within this meeting packet for rezoning (ZP 22-44) the properties.

The Public Participation Plan for Periodic Comprehensive Plan Amendments is being followed for this request and notices have been provided regarding the public hearings for this meeting. Alder Brian Johnson, Tank Park Neighborhood Association, and neighbors within 200 ft. were notified of the meeting based on Plan Commission policy. Staff has not received any inquiries about the request as of the drafting of this report.

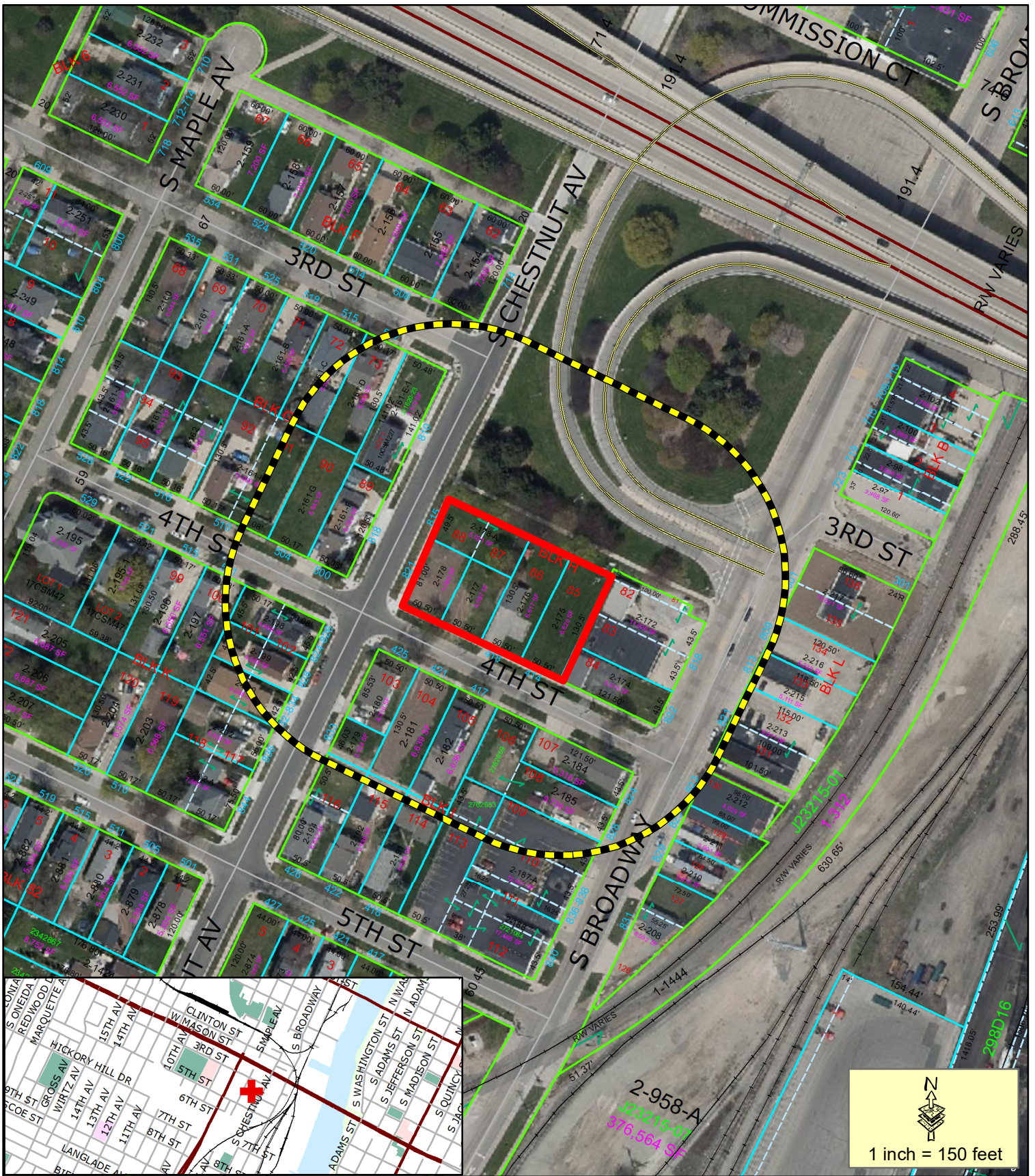
RECOMMENDATION

Approval of the request to amend the City's Comprehensive Plan from Commercial land use to Medium Intensity Retail, Office & Housing.

FISCAL IMPACT

ATTACHMENTS

- I. ZP 22-44_CPA 22-04 PropMap



- Proposed CPA & Zone Change
- 200' Property Owner Notice

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Map prepared by DB

CPA 22-04 & ZP 22-44

Proposed Comprehensive Plan Amendment and Zone Change at the northeast corner of S Chestnut Ave and 4th Street





Report to the Green Bay Plan Commission

MEETING DATE

March 7, 2023

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.8

To rezone properties at 815 - 821 S. Chestnut Avenue (Parcels 2-178-A & 2-178) and 414-418 4th Street (Parcels 2-177, 2-176 & 2-175) from General Commercial (CI) to Office Residential (OR). (Public Hearing held 02/27/2023)

BACKGROUND

Primary Address: 815-821 S. Chestnut & 414-418 4th Street.

Alderpersion / District: Alder Brian Johnson / District 9

Reason for Request: The proposed rezoning will allow for future development of these parcels that is keeping with the neighborhood and Shipyard Investment Strategy.

Surrounding Zoning and Land Uses:

Subject Properties: General Commercial (CI) – vacant land, Green Bay Bicycle Collective

North: Right-of-Way - Mason Street Ramps

South: Office Residential (OR) - Single- and Two-Family Homes

General Commercial (CI) - Mixed Use Building

East: General Commercial (CI) - Drycleaning & Storage

West: Medium-Density Residential (RI) - Single- and Two-Family Homes

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Commercial uses. However, application CPA 22-04 recommends a change to Medium Intensity Retail, Office, and Housing (MIROH). This rezoning is compliant with the MIROH designation.

Report: This rezone application includes four (4) lots owned by the Redevelopment Authority (RDA). These four parcels are half of a city block, covering approximately .45 acres. They are all currently zoned General Commercial (CI). The site addressed 414 S. Chestnut Street (parcel #2-175) was mistakenly added to this application but is not part of this proposal and should retain the CI zoning.

The RDA is preparing this site for a future housing development. A rezone to Office Residential (OR) would allow for ground-level housing that is not allowed in the CI district. Additionally, the OR district is a better fit when considering the potential for the development of townhome-style housing or other multi-family homes that will act as a more appropriate transition between the lower density residential uses to the west and south with the commercial uses to the east.

The Shipyard Investment Strategy calls for a mix of commercial and higher-density housing in this part of the Shipyard Neighborhood. Specifically, it calls for a buffer between the commercial areas on Broadway and along Mason Street and the residential core further west. OR is the most appropriate transitional zoning district that allows for both residential and commercial uses at appropriate densities to function as a buffer.

Alder Brian Johnson, Tank Park Neighborhood Association, and neighbors within 200 ft. were notified of the meeting based on Plan Commission policy. Staff has not received any inquiries about the request as of the drafting of this report.

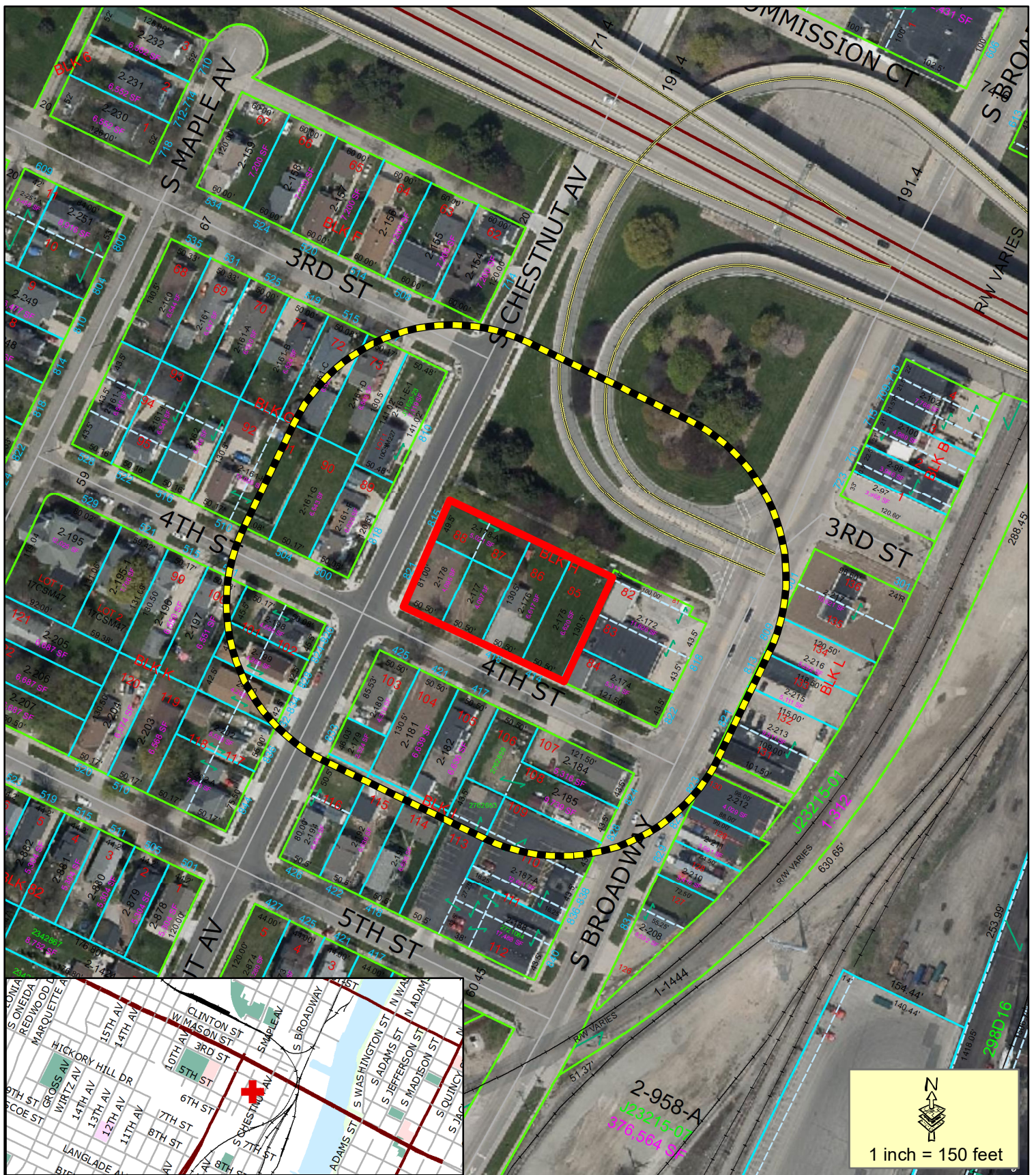
RECOMMENDATION

Approval of the request to rezone the property from General Commercial (C1) to Office Residential (OR).

FISCAL IMPACT

ATTACHMENTS

- I. ZP 22-44_CPA 22-04 PropMap



- Proposed CPA & Zone Change
- 200' Property Owner Notice

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Map prepared by DB

CPA 22-04 & ZP 22-44
Proposed Comprehensive Plan
Amendment and Zone Change
at the northeast corner of
S Chestnut Ave and 4th Street





Report to the Green Bay Plan Commission

MEETING DATE

March 7, 2023

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.9

To establish a Planned Unit Development at the 1100 Block of E. Walnut Street (Parcels 14-195, 14-196, 14-197, 14-198, 14-199, 14-200, 14-201 & 14-202) to permit a mixed-use office and multiple-family residential development subject to the following conditions:

- a. Adoption of the draft PUD Ordinance;
- b. Consolidation of the individual lots;
- c. Pedestrian access from North Roosevelt Street to the buildings rear entrance be provided;
- d. Building entrances on the East Walnut Street façade include a canopy or other roofing element over the doorway and some type of lighting with approval by the Department of Community Development. (Public Hearing held 02/27/2023)

BACKGROUND

Primary Address: 1100 Blk of W. Walnut

Aldersperson / District: Ald. Randy Scannell / District 7

Reason for Request: To allow the construction of a mixed-use office / 43-unit multiple-family project.

Subject Parcel Zoning and Land Use: Subject land area is zoned Office Residential District (OR) and is currently undeveloped green space (formerly varied density homes).

Surrounding Zoning and Land Uses:

North: Low Density Residential District (R1) - Primarily two-family with single & multi-family

South: Office Residential District (OR) - Primarily multi-family with office, single & two-family

East: Office Residential District (OR) - Primarily two-family with single & multi-family

West: Office Residential District (OR) - Primarily two-family with single & multi-family

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for medium/high density residential as well as to the west, north and east (across N. Roosevelt Street). Low density residential uses are recommended to the south (across E. Walnut Street).

The proposed zoning change to a Planned Unit Development, as drafted, is consistent with the recommendation of the Comprehensive Plan for the particular property as well as being consistent with the intent of the area. The small office component proposed is permitted in the OR District and follows the recommendation of the comprehensive plan with integrating commercial uses throughout neighborhoods primarily as commercial nodes at corners.

Analysis: This request is for a proposed development of a mixed-use apartment building with 43 living units and approximately 5,000 sq. ft. of office/community service space on approximately 1.21 acres of land bound by medium density residential on the north and west, E. Walnut Street on the south, and N. Roosevelt

Street on the east. It consists of eight (8) individual parcels ranging in size from 3,000 sq. ft. to 8,800 sq. ft. These lots must be consolidated as part of this project.

Report: The project includes the development of a three-story (42 ft. tall), 43-unit apartment building with 5,000 sq. ft. of office space on the first floor at the corner of E. Walnut and N. Roosevelt. The residential component will have five (5) one-bedroom units, 26 two-bedroom units, and 12 three-bedroom units. The building is very linear in design with a west-east orientation, but includes architectural features to provide building wall relief and articulation, including five (5) individual unit entrances and one common entrance to the residential components along E. Walnut Street. Building materials are predominately fiber cement siding. However, the developer has included brick in the design of the first floor of the office portion of the building and a brick “knee wall” on the south (Walnut) elevation, and portions of the west and east side elevations. Siding is intentionally placed both vertically and horizontally, as well as incorporating siding panels. These varying siding materials and installation methods are employed to differentiate components of the structure, break up the mass of the predominate single material and provide relief and interest to the building’s exterior. All windows and entries include trim. Staff have a slight concern about the entrances located on the south façade as they are very nondistinctive and open to the elements. Staff recommends that building entrances on the E. Walnut Street façade include a canopy or other roofing element over the doorway roofs to protect residents from rain/snow when entering their units. As well as to protect packages and also include some type of lighting for security and convenience.

Other accessory uses within the building customarily associated with multiple family dwellings and office space could include a lobby, mail room, janitorial services, community room, resident storage areas, office space associated with residential use, home occupations, childcare for residents, and other uses deemed appropriate by the Zoning Administrator. Staff have included a conceptual site plan and building elevations for the project within the draft PUD ordinance, which will require general conformity with it.

The property itself is proposed to be improved to include surface parking for automobiles in the form of 56 parking spaces, six (6) of which are stacked and assigned to three-bedroom units and 10 dedicated/assigned to office use but maybe utilized by residents during evening hours. Bicycle parking is proposed to be provided near the northern pedestrian entrance on the rear side of the building. Access will be limited to a single drive from N. Roosevelt Street. Pedestrian access is currently proposed for the individual entrances on E. Walnut Street. As there are also multiple entrances on the rear/north façade adjoining the parking lot, it is recommended that pedestrian access from N. Roosevelt Street also be provided. Staff has included conceptual site plan and building elevations for the project within the draft PUD ordinance and development will require general conformity with it.

The PUD designation, rather than a straight development, within the OR District is necessary because several exceptions to zoning regulations associated with the OR zoning will be needed, including:

1. Density increases from the required 2,000 sq. ft. of lot area per unit (maximum of 26 units) to a proposed 1,225 sq. ft. per unit (permitting the proposed 43 units).
2. Maximum height from 35 ft to 41 ft.
3. Increase in maximum impervious surface coverage from 60 percent to the proposed 80 percent.
4. The distance of the driveway from the intersection from the required 155 ft. to the proposed 115 ft.
5. Reduction of buffer yard sizes, including the side yard setback (west lot line) from 15 ft. to the proposed 5.5 ft and rear yard setback (north lot line) to the proposed 6 ft.

Staff believes the increase in density is appropriate at this location as it is in walking proximity to the downtown and Main Street, Navarino Park, Joannes Park/East High School and is located on the bus line. It is adjacent and near many other multiple family developments with similar density. An increase in height is appropriate to match roof styles/lines with the neighborhood. Affordable and larger bedroom sized housing units have been identified in our housing market study as a land-use the greater Green Bay area is specifically lacking. Staff supports the reduced setbacks as the general area is urban in nature with buildings and

improvements generally closer to each other than the typical suburban situation. The reduction in setbacks was also not a topic of concern for neighboring residents, with the assumption that there would be increased landscaping as well as the installation of solid/opaque fencing as “buffers”.

If the draft PUD is approved with conditions, the final step for the development of the proposed apartment will simply be a lot consolidation, adjustments to the south building façade, and administrative review/approval of a site plan and building permit related to the PUD and the zoning ordinance.

The applicants met and shared their concept plans with Joannes Park Neighborhood Association and neighborhood/surrounding property owner. Some feedback was received, and plans modified to address concerns and desires of neighbors. Alder Randy Scannell, adjacent property owners and Joannes Park Neighborhood Association have been notified of the request by staff.

RECOMMENDATION

Approval of the request, subject to the following conditions:

1. Adoption of the draft PUD;
2. Consolidation of the individual lots;
3. Pedestrian access from N. Roosevelt Street to the buildings rear entrance be provided;
4. Building entrances on the East Walnut Street façade include a canopy or other roofing element over the doorway and lighting with approval by the Department of Community Development.

FISCAL IMPACT

ATTACHMENTS

1. Updated PUD Submittal - City East 2.13.23
2. ZP 23-03 PropMap
3. ZO XX-23 Draft PUD for 1100 East Walnut w exhibits



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Location of Property: 1100 Block of E Walnut Street, Green Bay, WI 54301

Parcel Number(s): 14-195; 14-196; 14-197; 14-198; 14-199; 14-200; 14-201; 14-202

Petitioner(s): MF Housing Partners, LLC Date: 1/30/2023

Email: jklistner@foreinvestmentgroup.com Phone Number: (920) 246-1520

Address: 229 E Washington Street City: Appleton State: WI Zip: 54911

Property Owner: _____ Phone Number: _____

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

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

I, Jack Klister, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property (\$375.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☒ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$150.00 Review Fee)
- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: _____ Date: _____

Petitioner Signature(s): Jack Klister 1/30/23

Checklist of required attachments:

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

For office use only:

Review Fee: _____ Receipt No.: _____ Zoning Petition No.: _____

Parcel No.	Address	Legal Description
14-195	1147 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 748
14-196	1159 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 749
14-197	1161 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 750
14-198	1165 E Walnut Street, Green Bay, WI	0.101 AC M/L PLAT OF NAVARINO W 26.5 FT OF LOT 751
14-199	1167 E Walnut Street, Green Bay, WI 54301	0.101 AC M/L PLAT OF NAVARINO E 26.5 FT OF LOT 751
14-200	1173 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 752
14-201	1177 E Walnut Street, Green Bay, WI 54301	0.137 AC M/L PLAT OF NAVARINO S 112 FT OF LOT 753
14-202	111 N Roosevelt Street, Green Bay, WI 54301	0.065 AC M/L PLAT OF NAVARINO N 53 FT OF LOT 753



Dear Green Bay Planning Commission Members,

On behalf of MF Housing Partners LLC, we are excited to present a proposed mixed-use development for the 1100 block of E Walnut Street. Named “City East Apartments”, the project will reimagine an underutilized 1.21-acre lot into 43 apartments and a community service facility operated by a nonprofit organization *to be announced*.

City East was selected by the Green Bay RDA as the winner of an RFP issued in June 2021. The project would be the first multi-family residential building constructed in the immediate neighborhood in more than 20 years, providing a long overdue investment in an area that currently lacks newer, architecturally significant living options. The addition of a medium density project like City East will encourage more daily activity in the neighborhood and support the recent Housing Study claim of increasing the health of the neighborhood by adding a newer, unique type of housing with different price points.

City East will cater to households of all sizes by providing 1, 2, and 3-bedroom layouts. The inclusion of 3-bedroom units helps to address the lack of affordable rental opportunities for families near downtown. Residents will be able to enjoy community amenities such as a large clubroom, onsite parking, and dedicated resident storage on all floors. The building will have elevator access to all floors and will be smoke-free and pet-friendly. The western and northern borders of the site will have a six foot, fully opaque vinyl fence to provide privacy between City East and neighboring properties.

Residents will be able to use bike racks provided onsite and will have just a short walk across the street to a bus stop serving Route 7. The Property boasts a *Walk Score* of 81, and is within close proximity to several community amenities, including two parks (Navarino Park, .50 mi; Joannes Park, .50 mi). Designed to complement the look and feel of the existing residential neighborhood, City East will be constructed in adherence to both *Wisconsin Green Built Home Standard* and *Universal Design* guidelines.

Our team has worked extensively with our architect and civil engineering partners to maximize the entirety of the existing 1.21-acre lot to create a unique, safe, and welcoming mixed-use project. City East has been designed to keep rents affordable; Design elements such as underground parking and balconies were considered but determined to not be feasible given current construction costs. To make this project a reality, our team is requesting a rezoning from Office Residential (OR) to a Planned Unit Development (PUD) to properly adhere to zoning code requirements that will be explained in this document.

Thank you for your consideration,

MF Housing Partners, LLC

Minimum Lot Area

- Required: 2,000 SF per Unit
- Project: 43 units x 2,000 = 86,000 SF; Lot area is 52,678 SF (1.21 AC)

Due to the size constraint of the lot and mixed-use nature of the project, City East would not be able to achieve the required 2,000 SF per unit requirement. Apartment sizes at City East will be very similar to other market rate and mixed income housing communities in the area. See here for projected unit breakdown at City East:

Unit Name	Size (SF)	Bedrooms	Bathrooms	No. of Units
Starr	650 – 667	1	1	5
Dillon	937 – 961	2	1	20
Jones	1,031 – 1,040	2	1	4
Burks	1,077	2	2	2
Jennings	1,201 – 1,238	3	2	3
Nelson	1,213 – 1,234	3	2	3
Driver	1,182 – 1,186	3	2	6
Total		93	57	43

Max Floor Area Ratio

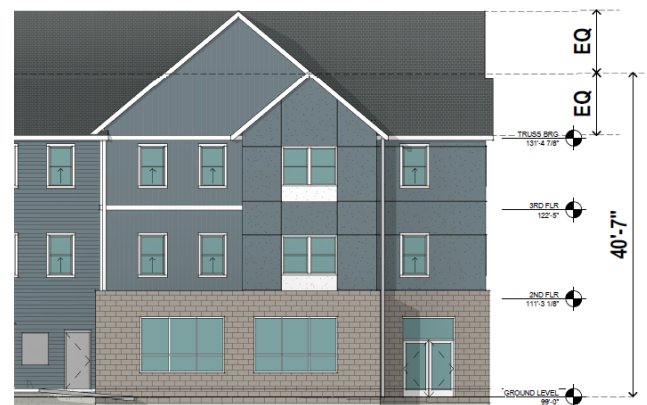
- Required: 1.00
- Project: 1.16

The gross square footage of the building is 60,876 SF, while the lot size is 52,678 SF, resulting in a floor area ratio of 1.16. The building and overall site plan have been efficiently designed to maximize the use of 1.21 acres and the building must be large enough to accommodate 43 apartment units across three stories and a 4,971 SF community service center on the first floor. The project will also preserve the existing sidewalks on the south and eastern borders of the site. The site will be comprised of 20.7% greenspace.

Maximum Height

- Required: 35'
- Project: 40' 7"

City East would need to be approximately five feet above the maximum height per OR zoning. This is due to needing to fit 43 units and a community service center on a constrained site, having nine-foot ceilings in each apartment, as well as a roof style that best compliment the character of the current neighborhood. While a flat roof design would make the building height code compliant, the pitched roof style would help provide a necessary, smooth transition from single family homes into a medium density, mixed use project.



Maximum Impervious Surface Coverage

- Required: 60.00%
- Project: 79.30%

The amount of impervious surface coverage is due to several factors including:

Parking Requirements: Located at the corner of two streets with no street parking allowed, the project must provide enough onsite parking stalls (56 total) to serve residents, guests, and office employees. Underground parking was considered for this project but found this was not feasible to keep this project affordable for future residents.

Wisconsin Green Built Home Standard and Universal Design guidelines: The project must adhere to several design guidelines. Design elements specifically related to this project that contribute to the excess impervious surface coverage include eight walk up townhomes with individual exterior entrances, as well as a large ADA ramp at the front of the building.

Consultation with Fire Department: Due to size constraints, having multiple site entry / exit points is not possible. To provide the Fire Department with enough room to conduct a Y-Turn during a site visit, an enlarged fire lane was added to the middle portion of the parking lot.

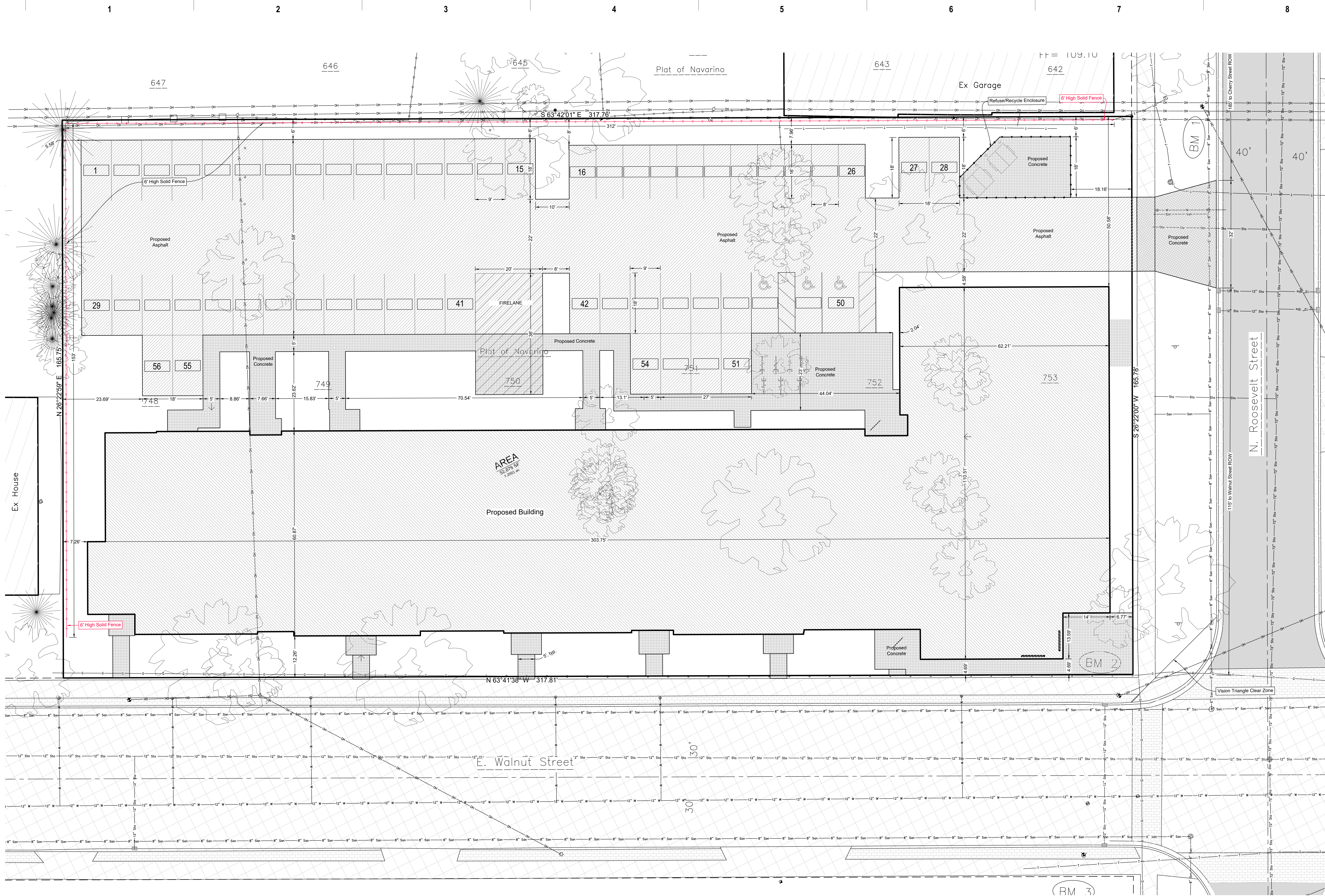
The amount of impervious surface coverage is largely due to other elements of the project designed to meet code requirements. Onsite stormwater management is proposed within bioswales and oversized storm sewers/sumps with discharge to municipal storm sewers.

Distance between Driveway & Intersection

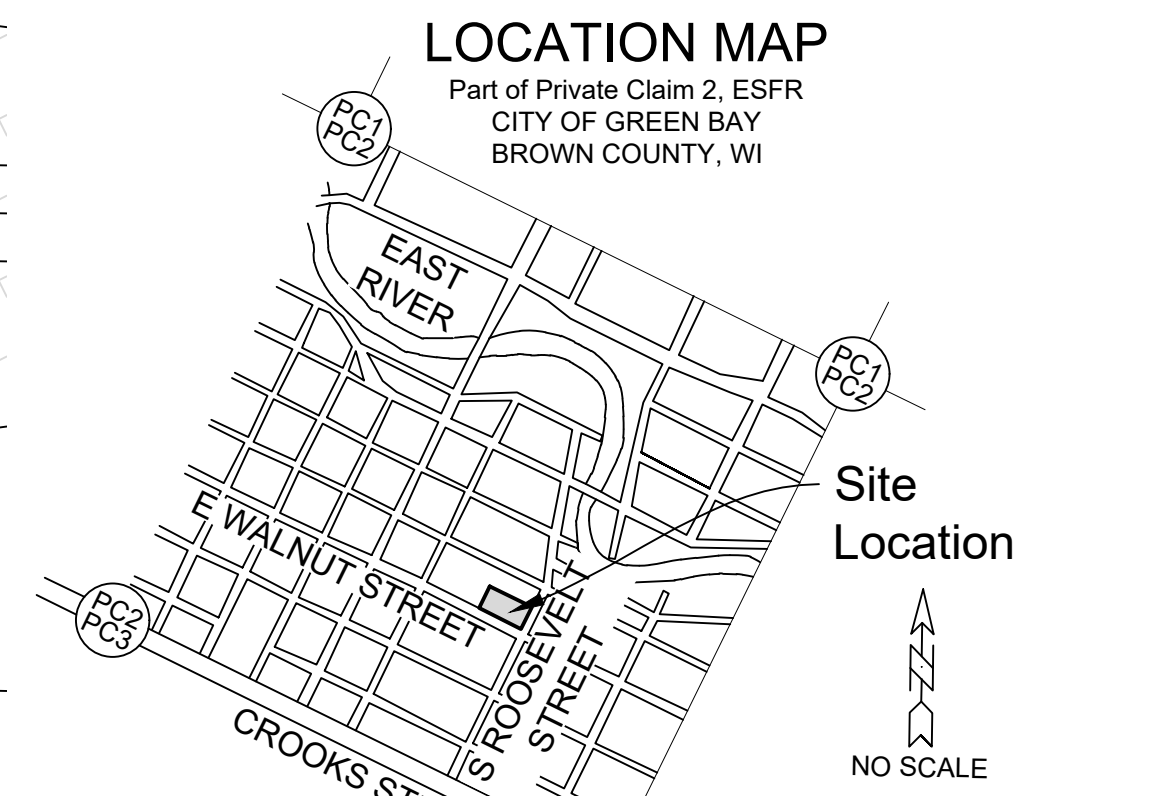
- Required: 155'
- Project: Walnut Street = 115'; Cherry Street; 185'

The driveway for City East is proposed on the northeast side of the site off N Roosevelt Street. This location was chosen to best fit the building footprint and parking lot, provide a buffer between the houses to the north, and as a safer alternative to E Walnut Street due to traffic patterns. E Walnut Street (5,000 VPD) is a main east-west thoroughfare in the neighborhood and directly leads to Green Bay East High School. Additionally, there are no stop signs for drivers traveling along E Walnut Street as they pass N Roosevelt Street. The proposed parking lot location continues the trend in the immediate neighborhood of buildings bordering the street and parking located on the rear of the site. The size and shape of the entrance and driveway meet dimensional requirements, providing plenty of room for residents to safely enter and exit the property.

This entry / exit location would still allow plenty of room for residents entering and exiting onto N Roosevelt St. The intersection of E Walnut Street is clearly marked with crosswalks and has stop signs on both sides. Cars driving southbound towards E Walnut Street from Cherry Street will also pass a bright stop sign reminder before approaching the intersection.



KEYNOTES PER SHEET



SITE INFORMATION:
Legal Description: Plat of Navarino Lots 748 to 753
Parcel Numbers: 14-195, 14-196, 14-197, 14-198, 14-199, 14-200, 14-201, 14-202
Current Use: Vacant, formerly residential homes
Proposed Use: Mixed-Use Development with PUD

Site Areas
Parcel Area: 52,678 SF (1.209 Acres)
Current Impervious: 0 SF
Proposed Building Area: 20,873 SF
Proposed Pavement Area: 16,860 SF
Proposed Sidewalk Area: 4,250 SF
Total Proposed Impervious: 41,983 SF (79.3%)
Total Proposed Greenpace: 10,695 SF (20.7%)

PARKING CALCULATIONS
Multi-Family Parking Stalls Required: 54
(1 space per dwelling + 1 visitor space per 4 units, 43/11)
General Office Parking Stalls Required: 10
(1 space per 500 of office floor area, 5,000 sf)
Multi-use parking reduction: -3
Bicycle parking reduction: -5
Total Required Parking: 56

DEMOLITION:
All on-site trees are to be removed. Contractor shall coordinate with WPS to relocate overhead power supply to Walnut Street light pole, refer to the Utility Plan.

PROPERTY OWNER:
FORE Development + Investment
229 E. Washington St.
Appleton, WI 54911
Phone: (920) 470-0833
Email: jkissler@foreinvestmentsgroup.com

LEGEND			
—CATV—CATV	Underground Cable TV	○ Sanitary MH / Tank / Base	□ CATV Pedestal
—F—F	Underground Fiber Optic	○ Clean Out / Catch Stop / Pull Box	□ Gas Regulator
—OH—OH	Overhead Electric Lines	○ Storm Manhole	□ Railroad Signal
—San—San	Sanitary Sewer	○ Catch Basin / Yard Drain	□ Sign
—S—S	Storm Sewer	○ Water MH / Well	□ Tower / Site
—E—E	Underground Electric	○ Hydrant	□ Post / Guard Post
—G—G	Underground Gas Line	○ Utility Valve	□ Satellite Dish
—T—T	Underground Telephone	○ Utility Meter	□ Large Rock
—W—W	Water Main	○ Utility Pole	□ Flag Pole
—F—F	Fence - Steel	○ Electric Pedestal	□ Deciduous Tree
—F—F	Fence - Wood	○ Electric Transformer	□ Coniferous Tree
—F—F	Fence - Barbed Wire	○ Air Conditioner	□ Bath / Hedge
—T—T	Trailing	○ Culvert	□ Slump
—R—R	Railroad Tracks	○ Telephone Pedestal	□ Soil Boring
—C—C	Concrete Contour	○ Telephone Manhole	□ Benchmark
—799.9	Intermediate Contour	○ 4799.9	Proposed Building
—W—W	Delimited Wetlands	○ Ex Spot Elevation	Proposed Asphalt
			Proposed Concrete
			Proposed Gravel



SHEET INDEX:

Sheet	Page
Dimensional Site Plan	C100
Topographic Survey	C101
Drainage and Grading Plan	C102
Erosion & Sediment Control Plan	C103
Construction Details	C201
Sewer & Water Details	C202
Erosion & Sediment Control Details	C203



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
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KEY PLAN

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
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PROGRESS DOCUMENTS
NOT FOR CONSTRUCTION

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and shall not be used for final bidding or construction-related purposes.

PROJECT INFORMATION

CITY EAST APARTMENTS

1177 WALNUT ST.
GREEN BAY, WI 54301

SHEET INFORMATION

SHEET NAME:

PROJECT NUMBER: 121366-01

PROJECT MANAGER: CR

SHEET NUMBER:

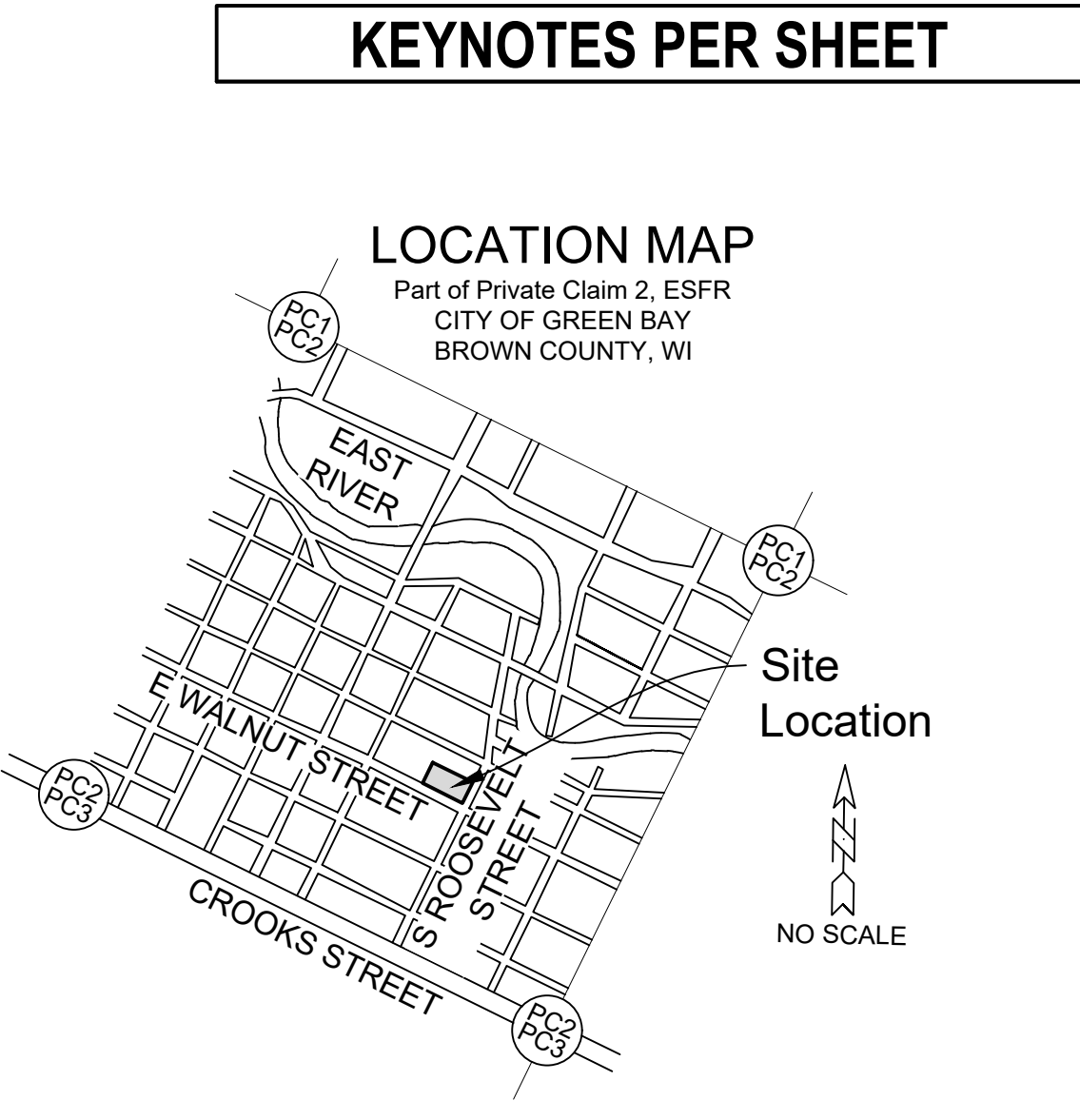
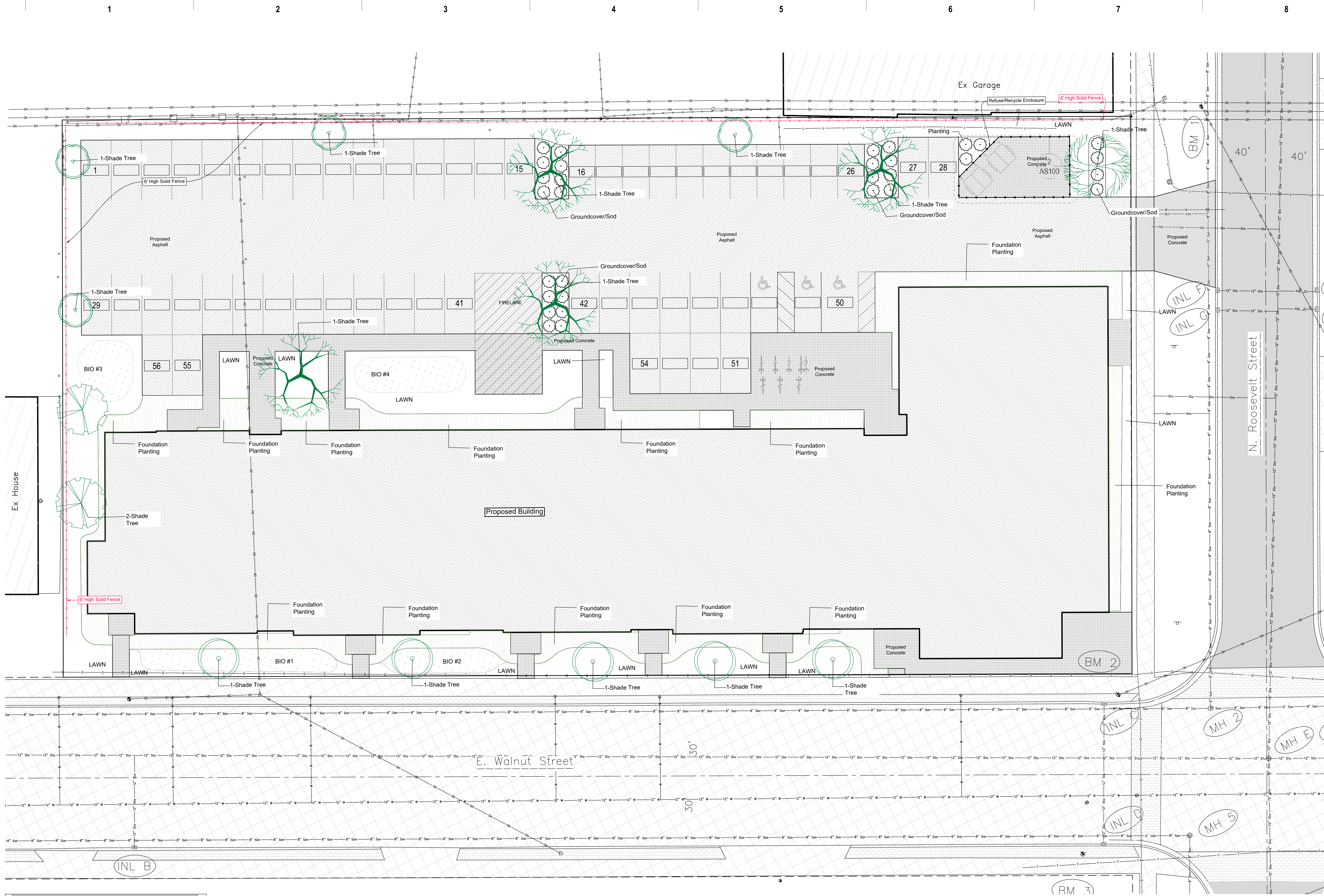
**DIMENSIONAL SITE
PLAN & DETAILS
C100**

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Milwaukee, WI 53202
(414) 271-5350
www.euta.com

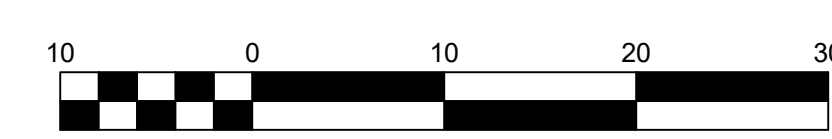
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Landscape Requirements
Perimeter Buffer: 1' Tree with 10% or more canopy. 1 Tree = 8 Shrubs per 50' length.
Actual: 1' Tall Solid Fence on West & North Property Lines.
Actual: 1' Tall Solid Fence on East & South Property Lines.
Interior Parking Lot: 1 Tree per 10 parking spaces.
Total Parking Spaces = 56
Trees Required = 5.6
Actual Trees = 6
Required Soil or Groundcover
Actual = Low Grow Dune or Lawn
Planting Materials: Screened 2" tall along adjacent properties.
Actual: 6" Tall Solid Fence.
Planting: 6" Solid Fence 1' from per 40'.
Actual Footage = 56'.
Actual Trees = 1 + 4 Shrubs.
Shrub height = 2' (planting bed located in vision triangle.)
Building Foundation Landscaping: Building adjacent parking areas, walkways & open space need plant material.
Actual = North (Parking), East & South (Road Frontage).
Actual = Mix of trees, shrubs, vinegar and perennials.
General: No tree more than 50% of total trees.
Trees to be determined.
Disruptors have fence to screen.

LEGEND

— CATV — CATV	Underground Cable TV	Sanitary Man / Tank / Base	CATV Pedestal
— FG — FG	Underground Fiber Optic	Clean Out / Curb Stop / Pull Box	Gas Regulator
— OH — OH	Overhead Electric Lines	Storm Manhole	Gas Signal
— UG — UG	Underground Electric	Hydrant	Sign
— S — S	Sanitary Sewer	Catch Basin / Yard Drain	Tower / Silo
— SW — SW	Storm Sewer	Water M / Valve	Post / Guard Post
— E — E	Underground Electric	Utility Valve	Satellite Dish
— GL — GL	Underground Gas Line	Utility Meter	Flag Pole
— T — T	Underground Telephone	Light Pole / Signal	Deciduous Tree
— W — W	Water Main	Guy Wire	Coniferous Tree
— F — F	Fence - Steel	Electric Pedestal	Bush / Hedge
— F — F	Fence - Wood	Stamp	
— TW — TW	Tweline	Electric Transformer	
— C — C	Culvert	Air Conditioner	
— I — I	Index Contour	Telephone Pedestal	
— 799 — 799	Intermediate Contour	Telephone Manhole	
— W — W	Delimited Wetlands	+799.9 Ex Spot Elevation	



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KEY PLAN

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
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**PROGRESS DOCUMENTS
NOT FOR CONSTRUCTION**
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PROJECT INFORMATION

CITY EAST APARTMENTS

1177 WALNUT ST.
GREEN BAY, WI 54301

SHEET INFORMATION

LANDSCAPING
Concept Plan
L100

SHEET NAME:

PROJECT NUMBER: 121366-01

PROJECT MANAGER: CR

SHEET NUMBER:



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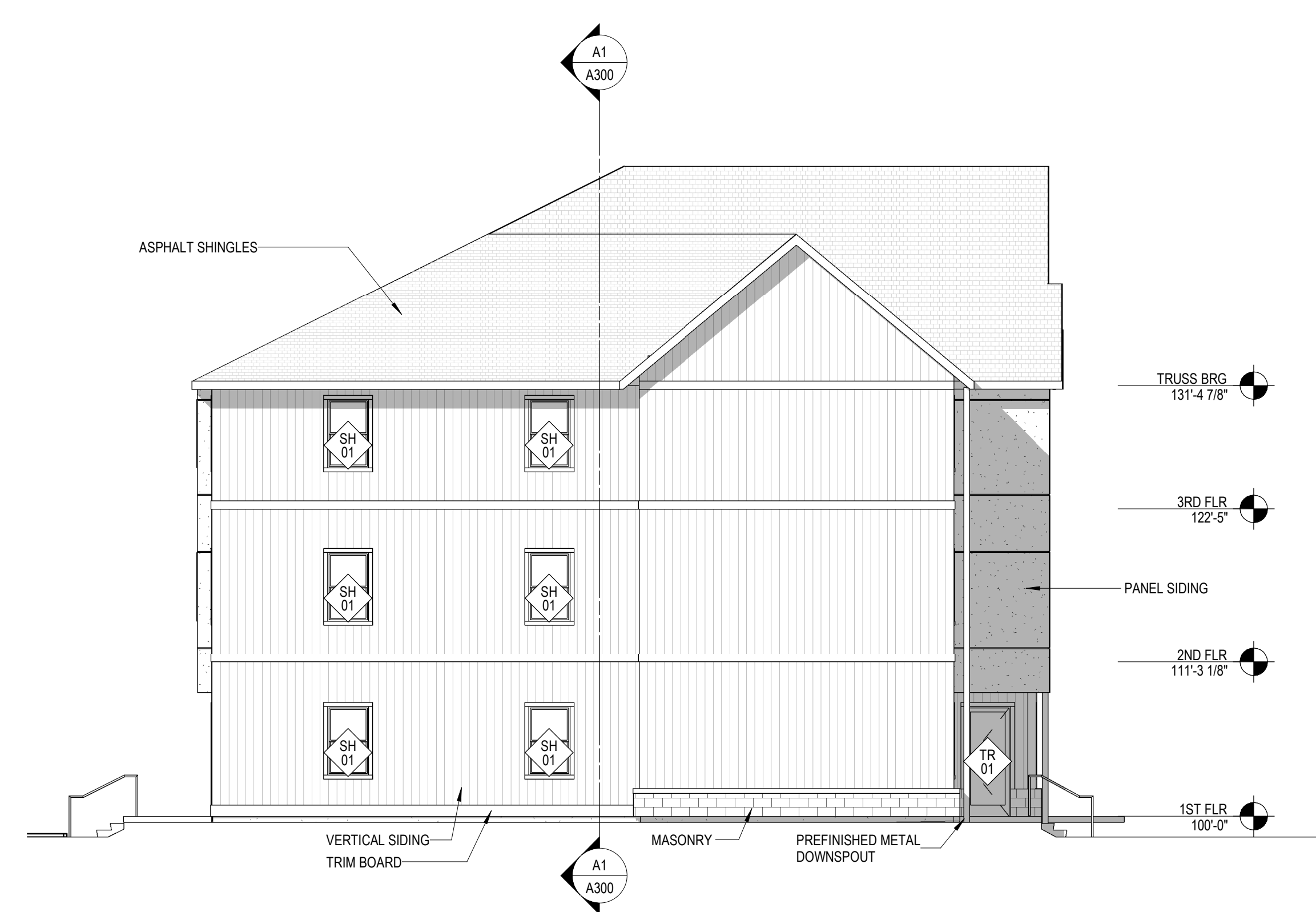
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**SHEET NOTES -
EXTERIOR ELEVATIONS**

- SEE SHEET A4000 FOR EXTERIOR FRAME TYPES AND DIMENSIONS.
- PROVIDE CONTINUOUS SEALANT AND BACKER ROD AT ALL PRECAST CONCRETE JOINTS.
- ALL INSIDE AND OUTSIDE CORNERS OF PRECAST TRIM TO NOT BE MITERED.
- EXTERIOR SIGNAGE ON BUILDING TO BE COORDINATED AND VERIFIED WITH ARCHITECT, OWNER AND SIGNAGE VENDOR.
- ALL VERTICAL INSIDE CORNERS TO HAVE 1/2" MOVEMENT JOINT.
- 1/4" INDICATES MOVEMENT JOINT - 1/2" GAP.
- 1/2" INDICATES METAL PANEL JOINT - 1/2" GAP.

KEYNOTES PER SHEET

0731	ASPHALT SHINGLES
0746-01	LAP SIDING
0746-02	PANEL SIDING
0746-04	VERTICAL SIDING
0746-05	TRIM BOARD
0902-15	PREFINISHED METAL DOWNSPOUT
2337-01	LOUVER TO MATCH ADJACENT MATERIAL COLOR, TYP
Div 04	Masonry

**C3** WEST ELEVATION 1
1/8" = 1'-0"**C6** EAST ELEVATION
1/8" = 1'-0"**A1** SOUTH ELEVATION
1/8" = 1'-0"

KEY PLAN

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
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**PROGRESS DOCUMENTS
NOT FOR CONSTRUCTION**

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PROJECT INFORMATION

CITY EAST APARTMENTS

1177 WALNUT ST.
GREEN BAY, WI 54301

PROJECT NUMBER: 121366

PROJECT MANAGER: CR

SHEET INFORMATION

SHEET NAME: EXTERIOR ELEVATIONS

SHEET NUMBER:

A200

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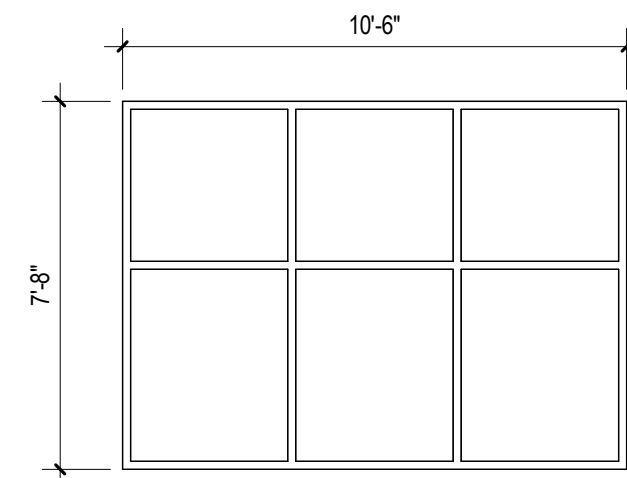
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SHEET NOTES -
EXTERIOR ELEVATIONS

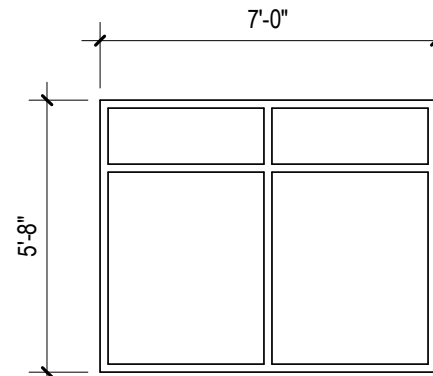
- SEE SHEET 440000 FOR EXTERIOR FRAME TYPES AND DIMENSIONS.
- PROVIDE CONTINUOUS SEALANT AND BACKER ROD AT ALL PRECAST CONCRETE JOINTS.
- ALL INSIDE AND OUTSIDE CORNERS OF PRECAST TRIM TO NOT BE MITERED.
- EXTERIOR SIGNAGE ON BUILDING TO BE COORDINATED AND VERIFIED WITH ARCHITECT, OWNER AND SIGNAGE VENDOR.
- ALL VERTICAL INSIDE CORNERS TO HAVE 1/2" MOVEMENT JOINT.
- 1M2 INDICATES MOVEMENT JOINT - 1/2" GAP.
- 1P1 INDICATES METAL PANEL JOINT - 1/2" GAP.

KEYNOTES PER SHEET

0731	ASPHALT SHINGLES
0746-01	LAP SIDING
0746-02	PANEL SIDING
0746-04	VERTICAL SIDING
0746-05	TRIM BOARD
0762-15	PREFINISHED METAL DOWNSPOUT
2337-01	LOUVER TO MATCH ADJACENT MATERIAL COLOR, TYP



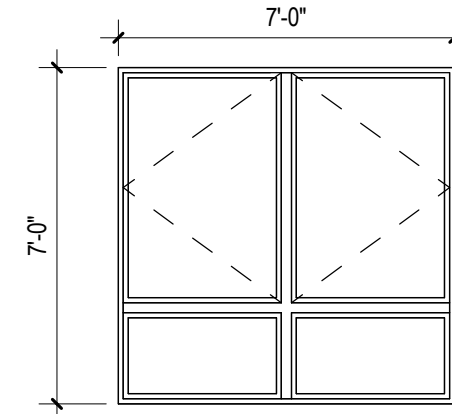
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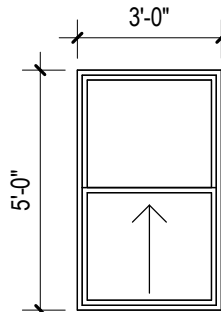
FX 02

ALUMINUM STOREFRONT NOTES
1. MULLIONS 2" UNLESS NOTED OTHERWISE

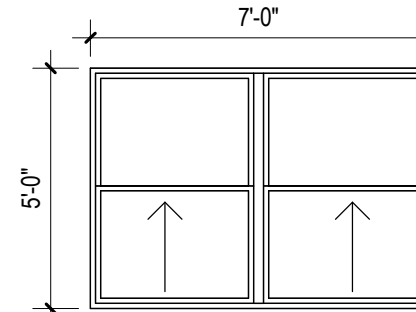
ALUMINUM STOREFRONT



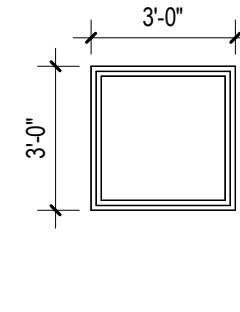
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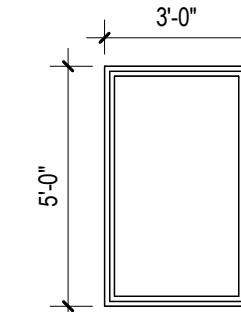
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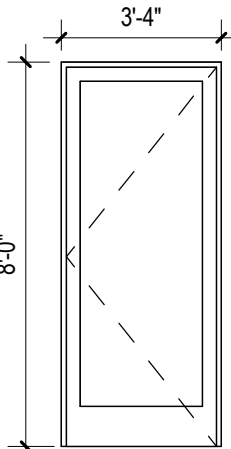
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FX 03



FX 04

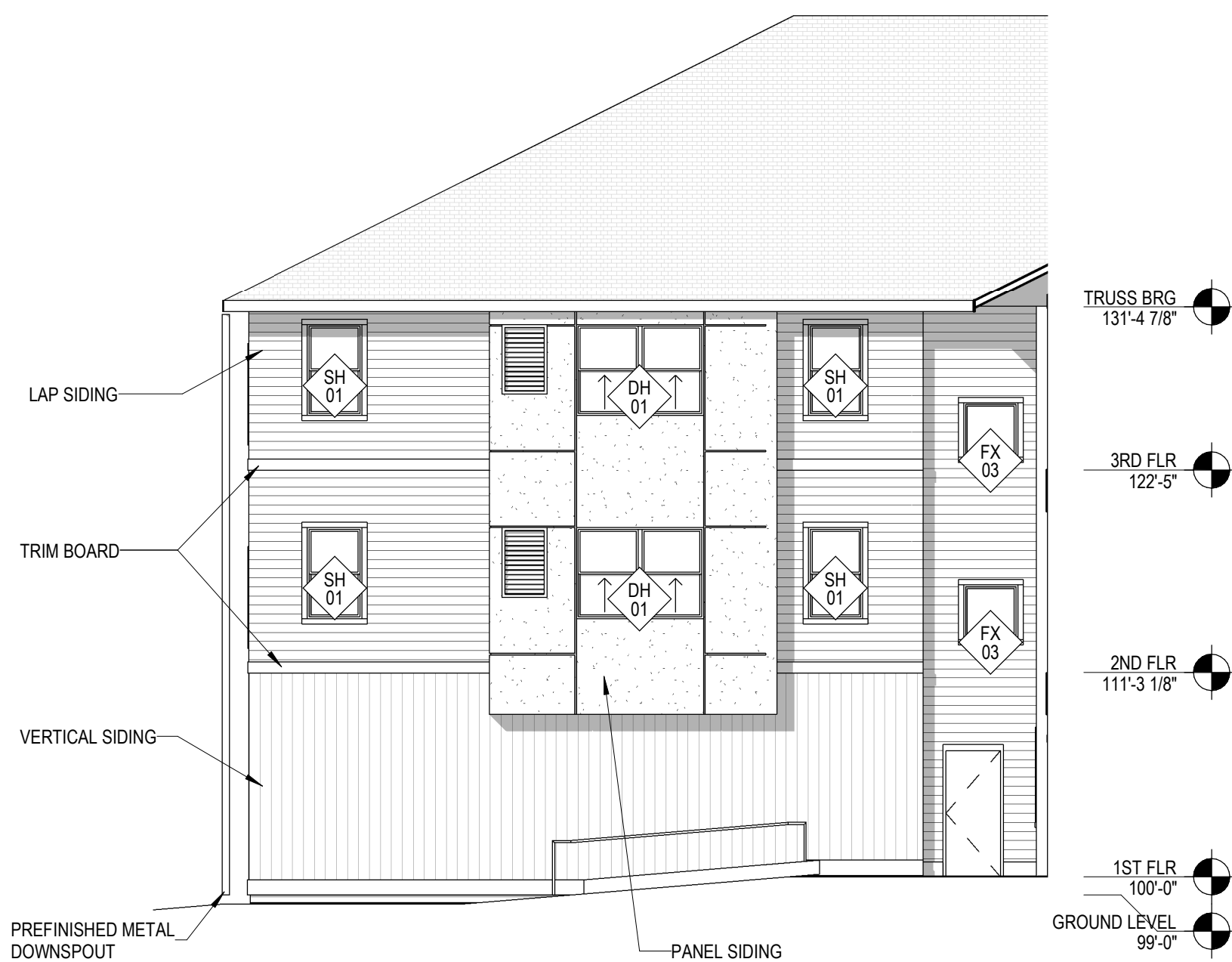


TR 01

WINDOW TYPES
1/8" = 1'-0"



B1 NORTH ELEVATION 1
1/8" = 1'-0"



A5 WEST ELEVATION 2
1/8" = 1'-0"



A3 NORTH ELEVATION 2
1/8" = 1'-0"

KEY PLAN

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
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PROGRESS DOCUMENTS
NOT FOR CONSTRUCTION

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and shall not be used for final bidding or construction-related purposes.

PROJECT INFORMATION

CITY EAST APARTMENTS

1177 WALNUT ST.
GREEN BAY, WI 54301

PROJECT NUMBER: 121366

PROJECT MANAGER: CR

SHEET INFORMATION

SHEET NAME: EXTERIOR ELEVATIONS

SHEET NUMBER:

A201

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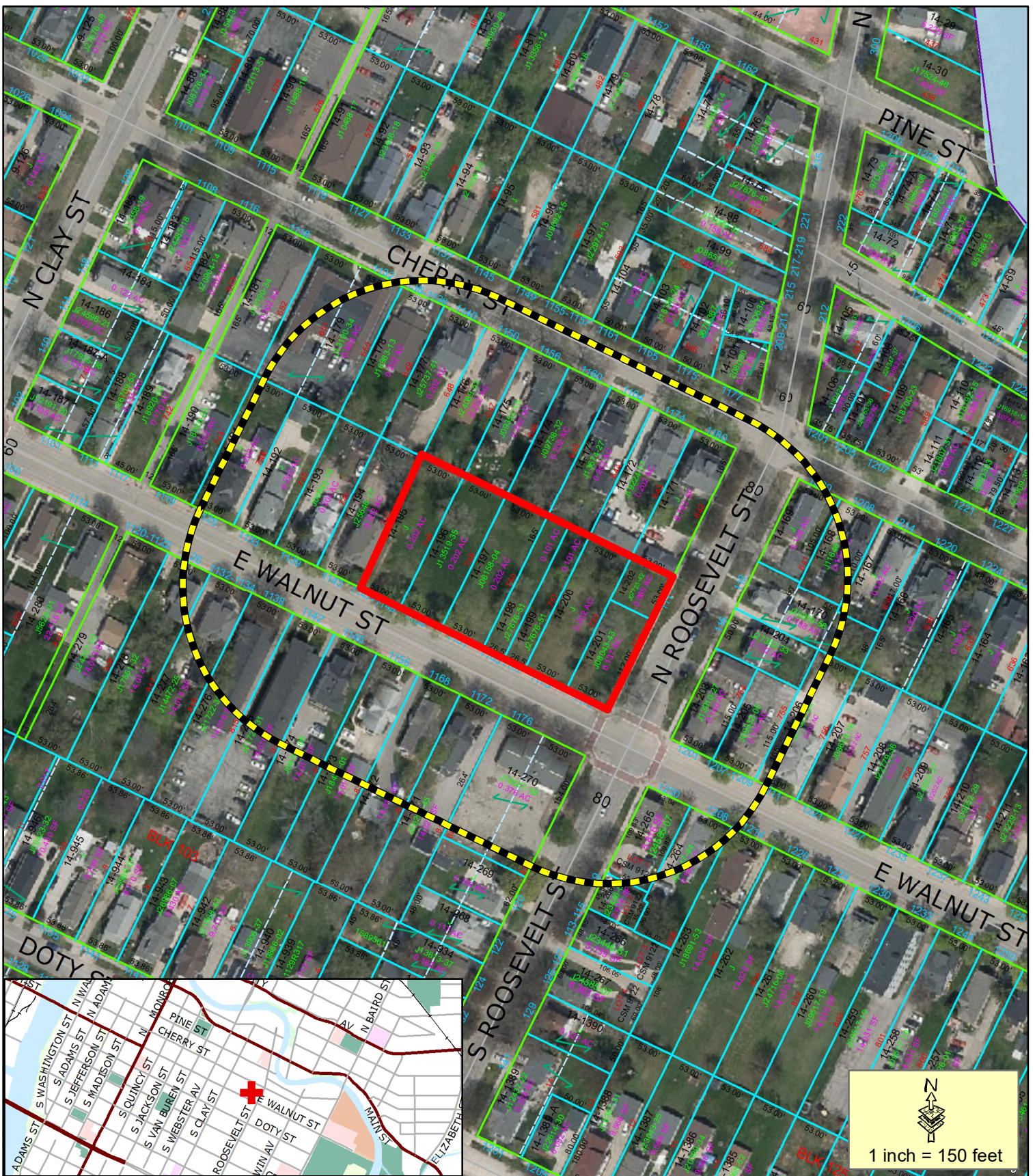
1 Walnut and Roosevelt



1 West Walnut



1 From NorthWest Corner



- Proposed PUD
- 200' Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 23-03)

Proposed Planned Unit Development (PUD) at 1100 Block East Walnut St



ZONING ORDINANCE NO. XX-23

AN ORDINANCE CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY ON THE 1100 BLOCK OF EAST WALNUT STREET (ZP 23-03)

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:

Parcel Identification and Legal Description:

Parcel No.	Address	Legal Description
14-195	1147 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 748
14-196	1159 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 749
14-197	1161 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 750
14-198	1165 E Walnut Street, Green Bay, WI	0.101 AC M/L PLAT OF NAVARINO W 26.5 FT OF LOT 751
14-199	1167 E Walnut Street, Green Bay, WI 54301	0.101 AC M/L PLAT OF NAVARINO E 26.5 FT OF LOT 751
14-200	1173 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 752
14-201	1177 E Walnut Street, Green Bay, WI 54301	0.137 AC M/L PLAT OF NAVARINO S 112 FT OF LOT 753
14-202	111 N Roosevelt Street, Green Bay, WI 54301	0.065 AC M/L PLAT OF NAVARINO N 53 FT OF LOT 753

Land Area comprises approximately 52,795 square feet/1.21 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 mixed-use apartment building with 43 living units and approximately 5,000 square feet of office/community service space. The overall appearance and design of the site, site improvements and the building shall be in substantial conformance 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; seven (7) that front East Walnut Street and one (1) that fronts North Roosevelt Street, 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 uses (within a single structure):
 - a. 43 residential dwelling units consisting of five (5) one-bedroom, twenty-six (26) two-bedroom, and twelve (12) three-bedroom units.
 - b. No greater than 5,000 square foot office space/community service facility.
 2. Accessory uses customarily associated with multiple family dwelling and office space including lobby, mail room, janitorial services, community room, resident storage areas, office space associated with the residential use, home occupations, childcare for residents, 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 and office principal uses 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 52,795 square feet/1.21 acres
 - b. Floor Area Ratio (FAR) Range: 1.0-1.5
 - c. Maximum Impervious Surface: 80%
 - d. Accessory building(s) shall be regulated as if in the OR Office Residential Zoning District.
 2. Building
 - a. Front Yard Setbacks
 1. East Walnut Street: 5 feet

- 2. North Roosevelt Street: 5 feet
 - b. Side Yard Setback (west lot line): 7 feet
 - c. Rear Yard Setbacks (north lot line): 8 feet
 - d. Maximum Height: Principal building shall not exceed 45 feet in height.
 - 3. Surface Parking/Refuse Enclosure.
 - a. Front Yard Setbacks
 - 1. East Walnut Street: Shall be located with building situated in front of the parking facility
 - 2. North Roosevelt Street: 5 feet
 - b. Side Yard Setback (west lot line): 5.5 feet
 - c. Rear Yard Setbacks (north lot line): 6 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 North Roosevelt Street approximately 115 feet north of the East Walnut Street intersection.
 - 2. Development shall provide a minimum of 56 parking spaces
 - a. 6 may be “stacked” but must be assigned to 6 of the three-bedroom units.
 - b. 40 stalls shall be dedicated to residents.
 - c. 10 stalls shall be dedicated/assigned to the office uses but may, at the discretion of the property owner, be assigned to residents during evening hours.
 - 3. Bicycle parking shall be provided near the northern pedestrian entrance.
 - 4. 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 fiber cement siding with the following considerations:
 - 1. Brick or brick veneer knee wall on the south elevation, and portions of the west and east elevations as depicted on Exhibit C.
 - 2. Brick or brick veneer will be incorporated into the design of the first floor of the office portion of the building as depicted on Exhibit C.
 - 3. Siding shall be both vertical and horizontal as well as siding

panels be incorporated to help differentiate components of the structure, break up the mass of single material and provide relief and interest to the building's exterior.

- 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 of the OR Office Residential Zoning District, 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 shall include the installation of a 6-foot-tall opaque vinyl fence running along the entire west and north property lines, excluding front yard building setbacks.
- 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 _____, 2023.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

db:

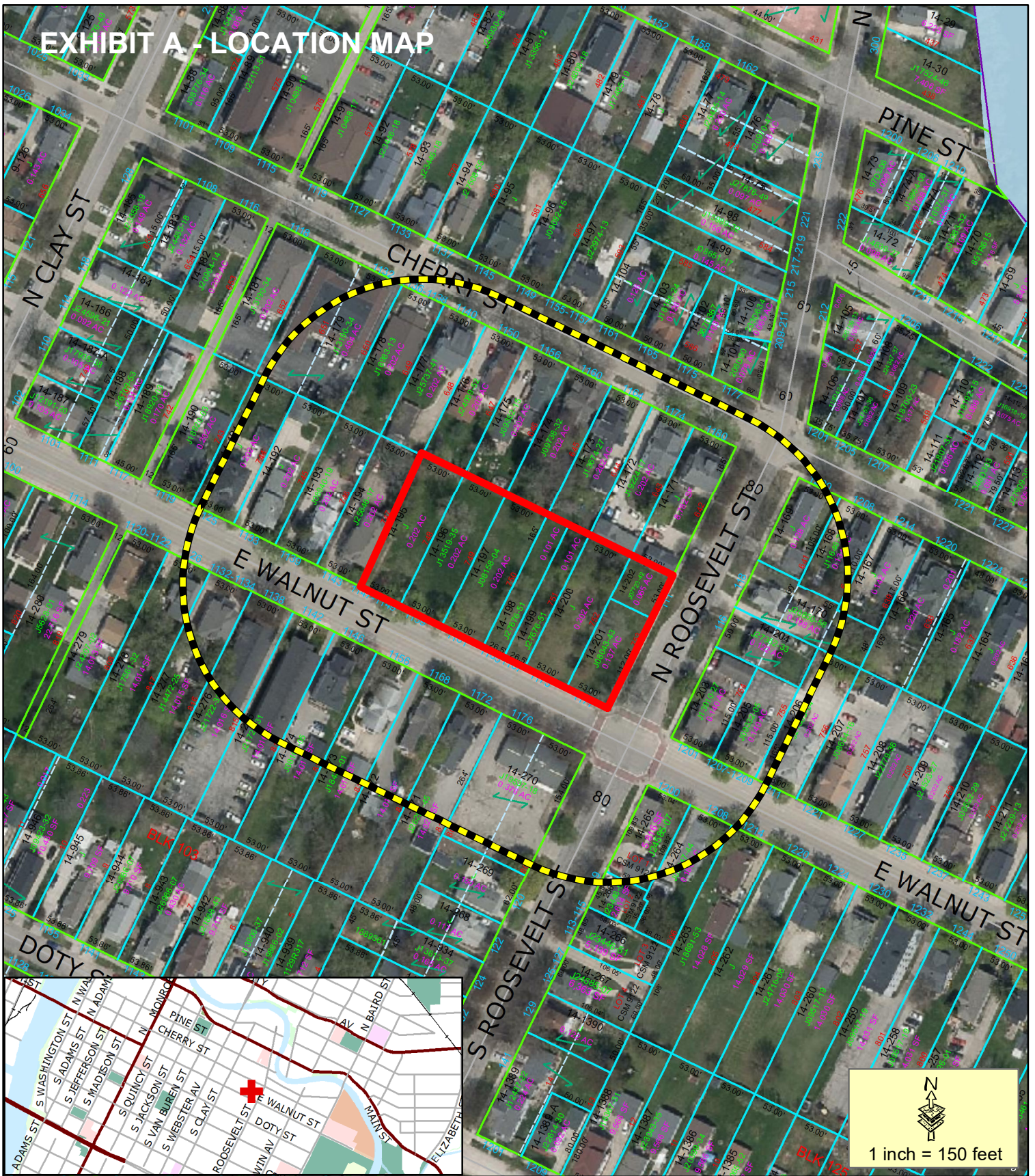
Attachments:

Exhibit A – Location Map

Exhibit B – Conceptual Site Plan

Exhibit C – Conceptual Building Elevations

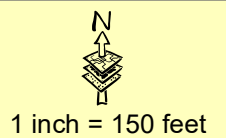
EXHIBIT A - LOCATION MAP



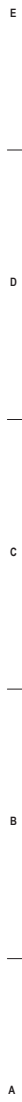
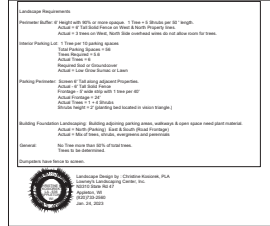
- Proposed PUD
- 200' Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 23-03) Proposed Planned Unit Development (PUD) at 1100 Block East Walnut St



1	2	3	4	5	6	7	8	9
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Age Group	No (%)	Small (%)	Medium (%)	Big (%)	Very big (%)
10	10	10	10	10	10
20	10	10	10	10	10
30	10	10	10	10	10
40	10	10	10	10	10
50	10	10	10	10	10
60	10	10	10	10	10
70	10	10	10	10	10
80	10	10	10	10	10
90	10	10	10	10	10

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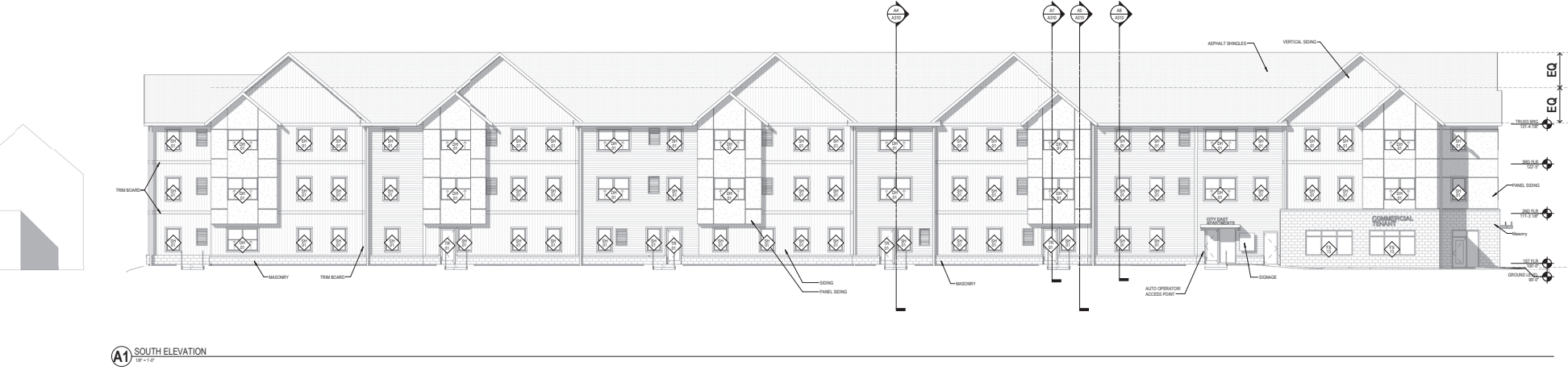
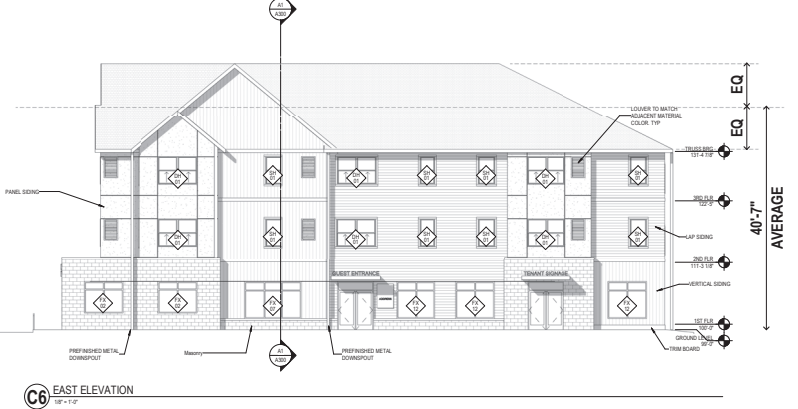
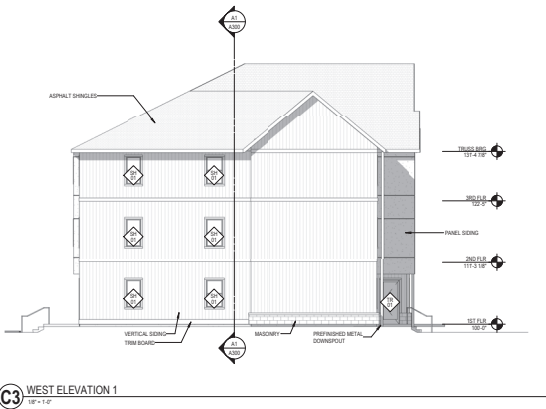
SHEET NAME:

SHEET NUMBER:

EXHIBIT C.1 - CONCEPTUAL ELEVATIONS

SHEET NOTES - EXTERIOR ELEVATIONS	
1	SEE KEY PLAN FOR LOCATION OF THIS SHEET
2	PROVIDE CONTINUOUS SEALANT AND BARRIER ROOF AT ALL PRECAST CONCRETE JOINTS
3	ALL BRICK AND OTHER COMPONENTS OF PRECAST TYPICALLY TO BE MATCHED
4	EXTERIOR FINISHES ON BUILDINGS TO BE COORDINATED AND APPROVED BY THE CITY OF GREEN BAY
5	PROVIDE CORNER AND EDGING VENEER
6	ALL VERTICAL Siding, CORNERS, TRIMS, AND ACCESSORY JOINTS
7	ALL HORIZONTAL Siding, TRIMS, AND ACCESSORY JOINTS
8	ALL BRICKWORK TO MATCH ADJACENT MATERIAL COLOR TYP
9	SEE KEY PLAN FOR LOCATION OF THIS SHEET

KEYNOTES PER SHEET	
EQ	ASPHALT SHINGLES
EQ	2" X 4" STUDS
EQ	PANEL Siding
EQ	VERTICAL Siding
EQ	TRIM BOARD
EQ	PREPARED METAL DOWNPOUT
EQ	CLADDING TO MATCH ADJACENT MATERIAL COLOR TYP
EQ	BRICK



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KEY PLAN	
DATE	DESCRIPTION

ISSUANCE AND REVISIONS	
DATE	DESCRIPTION

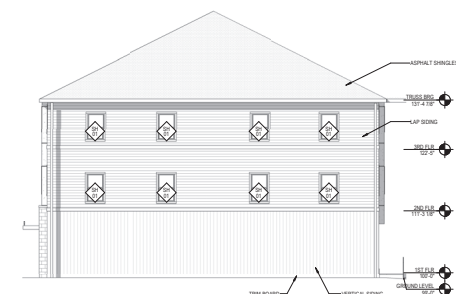
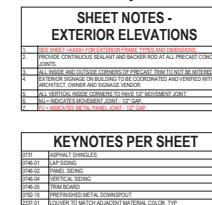
PROGRESS DOCUMENTS
NOT FOR CONSTRUCTION

PROJECT INFORMATION	
CITY EAST APARTMENTS	
1177 WALNUT ST. GREEN BAY, WI 54301	
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PROJECT MANAGER:	CR

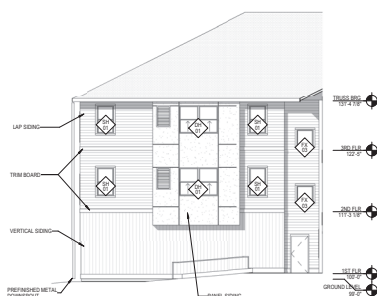
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SHEET NAME:	EXTERIOR ELEVATIONS
SHEET NUMBER:	A200

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1	2	3	4	5	6	7	8	9
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B1 NORTH ELEVATION 1
1/8" = 1'-0"



A5 WEST ELEVATION 2



A3 NORTH ELEVATION 2



Report to the Green Bay Plan Commission

MEETING DATE

March 7, 2023

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # Q.10

To update Chapter 44-1075 Article XIII of the Green Bay Municipal Code, Floodplain Overlay District Ordinance, to add in revised text FEMA floodplain panels updated for May 2023. (Public Hearing held 02/27/2023)

BACKGROUND

Request: Discussion and possible action on request to repeal and recreate Chapter 44-1075 to be compliant with the regulations of NR 116. Wis. Admin. Code, and those of the National Flood Insurance Program NFIP 44 CFR 59-72, submitted by the Green Bay Planning Department.

Reason for Request: To adopt updated panels for 2023

Comprehensive Plan: The 2022 Smart Growth-Green Bay Comprehensive plan addresses floodplain management with protection of floodplains / floodways through administration and enforcement of the city's floodplain zoning regulations, specifically Chapter 44-1075.

Report: The City approved the floodplain ordinance update last year. This new revision adds the new FEMA floodplain panels projected to be instituted in spring.

RECOMMENDATION

Staff recommends approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Draft Floodplain 23-01 Update with New Panels 022223

GENERAL ORDINANCE NO. 23-01

**AN ORDINANCE
REPEALING AND RECREATING CHAPTER 44, ARTICLE XIII,
GREEN BAY MUNICIPAL CODE,
RELATING TO FLOODPLAIN OVERLAY DISTRICT**

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

SECTION 1. Article XIII of Chapter 44, Green Bay Municipal Code, is hereby repealed and recreated to read:

DIVISION 1. STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE, AND DEFINITIONS

44-1041. Statutory authorization. The ordinance from which this article is derived is adopted pursuant to the authorization in Wis. Stat. § 62.23 and the requirements in Wis. Stat. § 87.30.

44-1042. Finding of Fact. Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare, and tax base.

44-1043. Statement of purpose. This Article is intended to regulate floodplain development to:

- (1) Protect life, health, and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;
- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if any practicable alternative exists to locate the activity, use, or structure outside of the floodplain.

44-1044. Title. This Article shall be known as the Floodplain Zoning Code of the City of Green Bay.

44-1045. Definitions. Unless specifically defined, words and phrases in this article shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word “may” is permissive; “shall” is mandatory and is not discretionary. If a conflict should arise between a definition in this section and any definition(s) applicable elsewhere in this Chapter, the definition in this section shall control.

A Zone means that area shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

AH Zone has the meaning given to *Area of shallow flooding*.

AO Zone has the meaning given to *Area of shallow flooding*.

Accessory structure or use means a facility, structure, building, or use which is accessory or incidental to the principal use of a property, structure, or building. An accessory structure shall not be used for human habitation.

Alteration means an enhancement, upgrade, or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning, and other systems within a structure.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community’s Flood Insurance Rate Map (FIRM) with a one (1) percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

Base flood means the flood having a one (1) percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.

Basement means any enclosed area of a building having its floor sub-grade on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Building has the meaning given to *Structure*.

Bulkhead line means a geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to Wis. Stats. § 30.11 and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this article.

Campground means any parcel of land which is designed, maintained, intended, or used for the purpose of providing sites for nonpermanent overnight use by four (4) or more camping units, or which is advertised or represented as a camping area.

Camping unit means any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.

Certificate of compliance means a certification that the construction and the use of land or a building, the elevation of fill, or the lowest floor of a structure is in compliance with all of the provisions of this article.

Channel means a natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

Coastal floodplain means an area along the coast of Lake Michigan which is inundated by the regional flood and which is also subject to additional hazard due to wave runoff.

Coastal high hazard area means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms.

Crawlway or *crawl space* means an enclosed area below the first usable floor of a building, generally less than five (5) feet in height, used for access to plumbing and electrical utilities.

Deck means an unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.

Department or *DNR* means the Wisconsin Department of Natural Resources.

Development means any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures, or accessory structures; the construction of additions or alterations to buildings, structures, or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation, or drilling operations; the storage, deposition, or extraction of materials or equipment; and the installation, repair, or removal of public or private sewage disposal systems or water supply facilities.

Director means the Director of the Department of Community and Economic Development or their designee.

Dryland access means a vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief

vehicles.

Encroachment means any fill, structure, equipment, use, or development in the floodway.

Federal Emergency Management Agency or *FEMA* means the federal agency that administers the National Flood Insurance Program.

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- (1) The overflow or rise of inland waters.
- (2) The rapid accumulation or runoff of surface waters from any source.
- (3) The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan.
- (4) The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm or an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

Flood frequency means the probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average, once in a specified number of years or as a percent chance of occurring in any given year.

Flood hazard boundary map means a map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

Flood Insurance Rate Map or *FIRM* means a map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

Flood insurance study or *FIS* means a technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

Flood profile means a graph or longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

Flood protection elevation means an elevation of two (2) feet of freeboard above the Regional Flood Elevation. (Also see *freeboard*.)

Flood storage means those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

Floodfringe means that portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.

Floodplain means land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.

Floodplain island means a natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

Floodplain management means policies and procedures used to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

Floodproofing means any combination of structural provisions, changes, or adjustments to properties and structures, water and sanitary facilities, and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

Freeboard means a safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development, and aggregation of the river or stream bed.

Habitable structure means any structure or portion thereof used or designed for human habitation.

Hearing notice means publication or posting meeting the requirements of Wis. Stats. Ch. 985. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least one week (7 days) before the hearing, is required. Local ordinances or bylaws may require additional notice exceeding these minimums.

High flood damage potential means damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

Highest adjacent grade means the highest natural elevation of the ground surface prior to

construction next to the proposed walls of a structure.

Historic structure means any structure that meets one of the following criteria:

- (1) The structure is listed individually in the National Register of Historic Places or the Secretary of the Interior has preliminarily determined that it meets the requirements for individual listing on the National Register.
- (2) The structure has been certified as contributing, or the Secretary of the Interior has preliminarily determined that the structure contributes, to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
- (3) The structure is individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of the Interior.
- (4) The structure is individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior, or by the Secretary of the Interior in states without approved programs.

Increase in regional flood height means a calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

Land use means any nonstructural use made of unimproved or improved real estate. (Also see *development*.)

Lowest adjacent grade means elevation of the lowest ground surface that touches any of the exterior walls of a building.

Lowest floor means the lowest floor of the lowest enclosed area, including a basement. An enclosed space as provided in Section 44-1241(6)c., is not considered the building's lowest floor.

Maintenance means the act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems, or equipment with equivalent fixtures, systems, or structures.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

Mobile/manufactured home park or subdivision means a parcel or contiguous parcels of land divided into two or more manufactured home lots for rent or sale.

Mobile/manufactured home park or subdivision, existing means a parcel of land divided into

two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of the ordinance from which this article is derived. This includes, but is not limited to, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Mobile/manufactured home park, expansion to existing means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets, and either final site grading or the pouring of concrete pads.

Mobile recreational vehicle means a vehicle which is built on a single chassis, 400 square feet or smaller when measured at the largest horizontal projection; designed to be self-propelled, carried, or permanently towable by a licensed, light-duty vehicle; licensed for highway use if registration is required; and designed primarily for use as temporary living quarters for recreational, camping, travel, or seasonal use, and not as a permanent dwelling. Manufactured homes that are towed or carried onto a parcel of land but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of “mobile recreational vehicles.”

Model, corrected effective means a hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

Model, duplicate effective means a copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.

Model, effective means the hydraulic engineering model that was used to produce the current effective Flood Insurance Study.

Model, existing (pre-project) means a modification of the Duplicate Effective Model or Corrected Effective Model to reflect any humanmade modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

Model, revised (post-project) means a modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model, or Corrected Effective Model to reflect revised or post-project conditions.

Moderate wave action area (MoWA) means a special flood hazard area subject to the potential for breaking wave heights of greater than or equal to one and one-half (1.5) feet, but less than three (3) feet, where the primary source of flooding is astronomical tides, storm surges, seiches, and/or tsunamis. A MoWA is an area within zone AE on a FIRM that is between the inland limit of zone VE and a Limit of Moderate Wave Action, where identified. (Also known as “coastal A zone.”)

National Geodetic Vertical Datum or *NGVD* means elevations referenced to mean sea level datum, 1929 adjustment.

New construction means structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.

Non-flood disaster means a fire or an ice storm, tornado, windstorm, mudslide or other destructive act of nature, but excludes a flood.

Nonconforming structure means an existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this article for the area of the floodplain it occupies. For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.

Nonconforming use means an existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this article for the area of the floodplain which it occupies, such as a residence in the floodway.

North American Vertical Datum or *NAVD* means elevations referenced to mean sea level datum, 1988 adjustment.

Obstruction to flow means any development which blocks the conveyance of floodwaters such that the development alone or together with any future development will cause an increase in regional flood height.

Official floodplain zoning map means that map, adopted and made part of this article, as described in Section 44-1075, which has been approved by the Department and FEMA.

Open space use means those uses having a relatively low flood damage potential and not involving structures.

Ordinary highwater mark means the point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction, or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

Person means an individual or group of individuals, corporation, partnership, association,

municipality, or state agency.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Private sewage system means a sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure, or a system located on a different parcel than the structure.

Public utilities means those utilities using underground or overhead transmission lines such as electric, telephone, and telegraph, and distribution and collection systems such as water, sanitary sewer, and storm sewer.

Ready for highway use means a mobile recreational vehicle that is on its wheels or jacking system, is attached to a site only by quick-disconnect utilities and security devices, and has no permanently attached additions.

Reasonably safe from flooding means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

Regional flood means a flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one (1) percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the regional flood elevation (RFE) is equivalent to the base flood elevation (BFE).

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Start of construction means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include: the installation of streets and/or walkways; the excavation for a basement, footings, piers, or foundations or the erection of temporary forms; the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units nor part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor, or other

structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means any manmade object with form, shape, and utility, either permanently or temporarily attached to, placed upon, or set into the ground, stream bed, or lakebed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams, and culverts.

Subdivision means has the meaning given in Wis. Stats. § 236.02(12).

Substantial damage means damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure, nor any project for the improvement of a building required to correct existing health, sanitary, or safety code violations identified by the Director of the Department of Community and Economic Development and which improvements are the minimum necessary to assure safe living conditions.

Unnecessary hardship means special conditions affecting a particular property which were not self-created and have made strict conformity with restrictions governing areas, setbacks, frontage, height, or density unnecessarily burdensome or unreasonable in light of the purposes of this article.

Variance means an authorization by the Board of Appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in this article.

Violation means the failure of a structure or other development to be fully compliant with this article. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates, or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

Watershed means the entire region contributing runoff or surface water to a watercourse or body of water.

Water surface profile means a graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

Well means an excavation opening in the ground made by digging, boring, drilling, driving, or other methods to obtain groundwater regardless of its intended use.

Zoning Administrator means the appointed Zoning Administrator or their designee.

Sections 44-1046 to 44-1073. Reserved.

DIVISION 2. GENERAL PROVISIONS

44-1074. Areas to be regulated. This Article regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30, AE, VE, V1-30, or V on the Flood Insurance Rate Map. Additional areas identified on maps approved by the DNR and the City may also be regulated under the provisions of this article, where applicable.

44-1075. Official maps and revisions. Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH, AO, VE, V1-30 or V on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subsection (1) below. Additional flood hazard areas subject to regulation under this article are identified on maps based on studies approved by the DNR and listed in subsection (2) below. These maps and revisions are on file in the office of the Zoning Administrator for the City of Green Bay.

(1) *Official maps based on the Flood Insurance Study (FIS).*

a. Flood Insurance Rate Map (FIRM), City of Green Bay, Wisconsin

<u>Panel number</u>	<u>Dated</u>
55009C0168G	5/9/2023
55009C0161F	8/18/2009
55009C0162F	8/18/2009
55009C0166G	5/9/2023
55009C0187G	5/9/2023
55009C0188G	5/9/2023
55009C0189G	5/9/2023
55009C0191G	5/9/2023
55009C0192F	8/18/2009
55009C0194F	8/18/2009
55009C0215F	8/18/2009
55009C0232F	8/18/2009
55009C0251F	8/18/2009
55009C0252F	8/18/2009
55009C0256G	5/9/2023
55009C0257G	5/9/2023
55009C0277F	8/18/2009
55009C0281F	8/18/2009
55009C0282F	8/18/2009
55009C0193G	5/9/2023
55009C0163F	8/18/2009

55009C0142G	8/18/2009
55009C0276G	5/9/2023
55009C0169G	5/9/2023
55009C0167G	5/9/2023
55009C0183G	5/9/2023
55009C0186G	5/9/2023
55009C0184G	5/9/2023

b. Flood Insurance Study (FIS) volumes 55009CV001C, 55009CV002C, 55009CV003C, and 55009CV004C for the City of Green Bay and adjoining communities, Brown County WI dated 05/23/2023 Flood Insurance Study (FIS)

c. *Letter of Map Revision*. The following are Letter of Map Revisions Based on Fill (LOMR-F) on file with the Community & Economic Development Department:

<u>Case Number</u>	<u>Tax Parcel</u>	<u>Date Approved</u>
22-05-1062A	21-1083	2/9/2022
22-05-0940A	18-781	1/24/2022
21-05-3855C	22-55-1	11/16/2021
21-05-1276A	21-947	2/10/2021
20-05-1747A	15-168-A	3/6/2020
19-05-2212A	22-58	4/3/2019
18-05-2755A	22-1231	4/5/2018
17-05-4875A	23-260-2	7/12/2017
15-05-4265A	21-1159	7/8/2015

Sections 44-1076 to 44-1103. Reserved.

DIVISION 3. ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS

44-1104. Districts defined. The flood hazard areas regulated by this article are divided into districts as follows.

- (1) The Floodway District (FW) consists of the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to Section 44-1224.
- (2) The Floodfringe District (FF) consists of that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits

have been determined according to Section 44-1224, within A Zones shown on the FIRM.

- (3) The General Floodplain District (GFP) consists of those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.
- (4) The Coastal Floodplain District (CFP) is an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms, including areas identified as zone V, V1-30, or VE on the FIRM. Where a riverine AE floodway extends into the CFP district, development within the floodway must comply with the regulations for both the FW and CFP districts. Where a riverine A zone or AE zone with no floodway determination abuts the CFP district, the riverine study's floodway limit must be determined based on standard floodway expansion principles within the CFP district and development within the floodway must comply with the standards for both the FW and CFP districts.

44-1105. Locating floodplain boundaries. Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in this subsection. If a significant difference exists, the map shall be amended according to this article. The Zoning Administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The Zoning Administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the Zoning Administrator and an applicant over the district boundary line shall be settled according to Section 44-1281 and the criteria in this subsection. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to Division 11 of this article.

- (1) If flood profiles exist, the map scale and profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
- (2) Where flood profiles do not exist for projects, including any boundary of zone A, AO, V1-30, VE or V, the location of the boundary shall be determined by the map scale.

44-1106. Removal of lands from floodplain.

- (a) Compliance with the provisions of this article shall not be grounds for removing land from the floodplain unless it is filled at least two (2) feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to this article.
- (b) The delineation of any of the Floodplain Districts may be revised by the City where natural or human-made changes have occurred and/or where more detailed studies have been

conducted. Prior to any such change, approval must be obtained from the DNR and FEMA. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all of the following criteria are met.

- (1) The land and/or land around the structure must be filled at least two (2) feet above the regional or base flood elevation.
 - (2) The fill must be contiguous to land outside the floodplain.
 - (3) The applicant shall obtain a floodplain development permit before applying for a LOMR or LOMR-F.
- (c) Removal of lands from the floodplain may also occur by operation of Wis. Stats. § 87.30(1)(e) if a property owner has obtained a letter of map amendment from FEMA under 44 C.F.R. 70.

44-1107. Compliance.

- (a) No structure or use within the areas regulated by this article shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other regulations applicable to uses within the jurisdiction of these regulations.
- (b) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Division 12.
- (c) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use and arrangement set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with Division 12.

44-1108. Municipalities and state agencies regulated. Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this article and obtain all necessary permits. State agencies are required to comply if Wis. Stats. § 13.48(13) applies. The construction, reconstruction, maintenance, and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when Wis. Stats. § 30.2022 applies. Although exempt from local zoning permitting requirements and fees, DOT must provide sufficient project documentation and analysis to ensure that the City remains in compliance with federal, state, and local floodplain standards.

44-1109. Abrogation and greater restrictions.

- (a) The ordinance from which this article is derived supersedes all provisions of any municipal zoning ordinance enacted under Wis. Stat. § 62.23 which relate to floodplains. A more restrictive provision shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.

- (b) The ordinance from which this article is derived is not intended to repeal, abrogate, or impair any existing deed restrictions, covenants, or easements. If this article imposes greater restrictions, the provisions of this article shall prevail.

44-1110. Interpretation. In their interpretation and application, the provisions of this article are the minimum requirements liberally construed in favor of the City and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this article required by Wis. Admin. Code NR ch. 116 is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of the ordinance from which this article is derived or in effect on the date of the most recent text amendment to this article.

44-1111. Warning and disclaimer of liability. The flood protection standards in this article are based on engineering experience and research. Larger floods may occur, or flood height may be increased by man-made or natural causes. This Article does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This Article does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this article.

44-1112. Severability. Should any portion of this article be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this article shall not be affected.

44-1113. Annexed areas. The Brown County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the City for all annexed areas until the City adopts and enforces an ordinance which meets the requirements of Wis. Admin. Code NR ch. 116 and 44 CFR 59-72, National Flood Insurance Program (NFIP). These annexed lands are described on the City's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the Zoning Administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

Sections 44-1114 to 44-1132. Reserved.

DIVISION 4. GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS

44-1133. General development standards. The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.

- (1) If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall be all of the following.
 - a. Designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

- b. Constructed with flood-resistant materials.
 - c. Constructed by methods and practices that minimize flood damages.
 - d. Constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (2) All subdivision proposals, including for manufactured home parks, shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this article and all other land use permit requirements in Section 44-1279(b). If a subdivision or other proposed new development is in a flood-prone area, the community shall assure that:
- a. Such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;
 - b. Public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
 - c. Adequate drainage is provided to reduce exposure to flood hazards.

44-1134. Hydraulic and hydrologic analyses.

(a) No floodplain development shall:

- (1) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
- (2) Cause any increase in the regional flood height due to floodplain storage area lost.

(b) The Zoning Administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of Division 11 of this article are met.

44-1135. Watercourse alterations.

(a) No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the Zoning Administrator has notified all adjacent municipalities, the Department and FEMA regional offices, in writing, and required the applicant to secure all necessary state and federal permits. The standards of Section 44-1134 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

- (b) As soon as is practicable, but not later than six (6) months after the date of the watercourse alteration or relocation and pursuant to Division 11 of this article, the City shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

44-1136. Development under Wis. Stats. Chs. 30 and 31. Development which requires a permit from the Department under Wis. Stats. Chs. 30 and 31, such as docks, piers, wharves, bridges, culverts, dams, and navigational aids, may be allowed if the necessary permits are obtained and amendments to this article are made according to Division 11 hereof.

44-1137. Public or private campgrounds. Public or private campgrounds shall have a low flood damage potential and shall satisfy all of the following requirements.

- (1) The campground is approved by the Department of Agriculture, Trade and Consumer Protection.
- (2) The Zoning Administrator has issued a land use permit for the campground.
- (3) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants.
- (4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator, and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, the personnel responsible for monitoring flood elevations, the types of warning systems to be used, the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation.
- (5) An agreement under subsection (4) shall be for no more than one (1) calendar year, at which time the agreement shall be reviewed and updated by the officials identified in that subsection to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations.
- (6) Any mobile recreational vehicle placed on the campground must satisfy one of the following requirements.
 - a. The vehicle is fully licensed, if required, and ready for highway use.
 - b. The vehicle must not occupy any site in the campground for more than 180 consecutive days, at which time the vehicle must be removed from the floodplain for a minimum of 24 hours.
 - c. The vehicle must meet the requirements in Divisions 5 through 8 of this article for

the floodplain district in which the campground is located.

- (7) All camping units that remain on site for more than thirty (30) days shall be issued a limited authorization by the campground operator, a written copy of which shall be kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with subsection (6) and shall ensure compliance with all the provisions of this section.
- (8) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section.
- (9) All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in Divisions 5 through 8 of this article for the floodplain district in which the structure is located.
- (10) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued.
- (11) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems, and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

Sections 44-1138 to 44-1167. Reserved.

DIVISION 5. FLOODWAY DISTRICT (FW)

44-1168. Applicability. This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to Section 44-1224.

44-1169. Permitted uses. The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District if they are not prohibited by any other provision of this chapter, they meet the standards in Sections 44-1170 and 44-1171, and all permits or certificates have been issued according to Section 44-1279.

- (1) Agricultural uses such as farming, outdoor plant nurseries, horticulture, viticulture, and wild crop harvesting.
- (2) Nonstructural industrial and commercial uses such as loading areas, parking areas, and airport landing strips.
- (3) Nonstructural recreational uses such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap, and skeet activities, hunting and fishing areas, and hiking and horseback riding trails, subject to the fill limitations of Section 44-1170.

- (4) Uses or structures accessory to open space uses or classified as historic structures that comply with Sections 44-1170 and 44-1171.
- (5) Extraction of sand, gravel, or other materials that comply with Section 44-1170(d).
- (6) Functionally water-dependent uses such as docks, piers, or wharves, dams, flowage areas, culverts, navigational aids, and river crossings of transmission lines, and pipelines that comply with Wis. Stats. Chs. 30 and 31.
- (7) Public utilities, streets, and bridges that comply with Section 44-1170(c).
- (8) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Wis. Admin. Code SPS ch. 383.
- (9) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and Wis. Admin. Code NR chs. NR 811 and 812.
- (10) Wastewater treatment ponds or facilities permitted under Wis. Admin. Code NR § 110.15(3)(b).
- (11) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that comply with the regulations for the floodplain area occupied.

44-1170. Standards for developments in the floodway.

(a) General.

- (1) Any development in the floodway shall comply with Division 4 of this article and have a low flood damage potential.
- (2) Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to Sections 44-1134 and 44-1279(c). The analysis must be completed by a registered professional engineer in the state of Wisconsin.
- (3) Any encroachment on the regulatory floodway is prohibited unless the data submitted pursuant to subsection (2) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in Section 44-1106.

(b) Structures.

- (1) Structures accessory to permanent open space uses, including utility and sanitary facilities, or which are functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria.

- a. Such structure is not designed for human habitation, does not have a high flood damage potential, and is constructed to minimize flood damage.
 - b. Either the lowest floor of the structure is elevated to or above the flood protection elevation or the structure otherwise meets all the following standards.
 1. The lowest floor is elevated to or above the regional flood elevation and is dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding.
 2. The structural components are capable of meeting all provisions of subsection (b)(3) below.
 3. A registered professional engineer or architect has certified, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with subsection (b)(3).
 - c. The structure is anchored to resist flotation, collapse, and lateral movement.
 - d. Mechanical and utility equipment are elevated to or above the flood protection elevation.
 - e. The structure does not obstruct the flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
- (2) In order to develop a structure designed to allow the automatic entry of floodwaters below the regional flood elevation, an applicant shall submit a plan that satisfies the requirements of this section and meets or exceeds the following standards.
- a. The lowest floor is elevated to or above the regional flood elevation.
 - b. The structure has a minimum of two (2) openings which have a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding.
 - c. The bottom of all such openings shall be no higher than one (1) foot above the lowest adjacent grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.
 - d. The use must be limited to parking, building access, or limited storage.
- (3) *Certification.* Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces, and other factors associated with the regional flood.

- a. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup.
 - b. Construction of wells, water supply systems, and waste treatment systems so as to prevent the entrance of flood waters in such systems. Said systems must comply with this Division, including the provisions of Sections 44-1171(4) and (5).
 - c. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors.
 - d. Cutoff valves on sewer lines or the elimination of gravity flow basement drains.
 - e. Placement of utilities at or above the flood protection elevation.
- (c) *Public utilities, streets, and bridges.* Public utilities, streets, and bridges may be allowed by permit if the following criteria are met.
- (1) Adequate floodproofing measures are provided to the flood protection elevation.
 - (2) Construction meets the development standards of Section 44-1134.
- (d) *Fills or deposition of materials.* Fills or deposition of materials may be allowed by permit if the following criteria are met.
- (1) The requirements of Section 44-1134 are satisfied.
 - (2) No material is deposited in navigable waters unless a permit is issued by the Department pursuant to Wis. Stats. Ch. 30 and, if applicable, the federal government issues a permit pursuant to Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344, and all other requirements have been met.
 - (3) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling, or bulkheading.
 - (4) The fill is not classified as a solid or hazardous material.

44-1171. Prohibited uses. All uses not listed as permitted uses in Section 44-1169 are prohibited, including the following uses:

- (1) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses.
- (2) Storing materials that are buoyant, flammable, explosive, or injurious to property, water quality, or human, animal, plant, fish or other aquatic life.
- (3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts.

- (4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Wis. Admin. Code SPS ch. 383.
- (5) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and Wis. Admin. Code NR chs. 811 and 812.
- (6) Any solid or hazardous waste disposal sites.
- (7) Any wastewater treatment ponds or facilities, except those permitted under Wis. Admin. Code NR § 110.15(3)(b).
- (8) Any sanitary sewer or water supply lines, except those providing to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

Sections 44-1172 to 44-1190. Reserved.

DIVISION 6. FLOODFRINGE DISTRICT (FF)

44-1191. Applicability. This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to Section 44-1224.

44-1192. Permitted uses. Any structure, land use, or development is allowed in the Floodfringe District if the standards in Section 44-1193 are met, the use is not prohibited by this article or any other zoning regulation, and all permits or certificates specified in Section 44-1279 have been issued.

44-1193. Standards for development in the floodfringe. In addition to all of the general provisions from Division 2 of this article, the following requirements shall apply to development in the floodfringe according to the use requested. Any existing structure in the floodfringe must meet the nonconforming use requirements of Division 9 of this article.

- (1) *Residential uses.* Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe shall meet or exceed the following standards.
 - a. All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one (1) foot or more above the regional flood elevation extending at least fifteen (15) feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet Section 44-1106.

- b. Notwithstanding subsection a. above, a basement or crawlspace floor may be placed one (1) foot above the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed lower than one (1) foot above the regional flood elevation.
 - c. Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subsection (d).
 - d. In developments where existing street or sewer line elevations make compliance with subsection (c) impractical, the City may permit new development and substantial improvements where roads are below the regional flood elevation, provided that at least one of the following criteria is satisfied.
 - 1. The City has written assurance from police, fire, and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
 - 2. The City has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.
- (2) *Accessory structures or uses.* In addition to all of the general provisions from Division 2 of this article, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.
- (3) *Commercial uses.* In addition to all of the general provisions from Division 2 of this article, any commercial structure which is erected, altered, or moved into the floodfringe shall meet or exceed the standards for residential uses under subsection (1). Subject to the requirements of subsection (5), storage yards, surface parking lots, and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- (4) *Manufacturing and industrial uses.* In addition to all of the general provisions from Division 2 of this article, any manufacturing or industrial structure which is erected, altered, or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in Section 44-1283. Subject to the requirements of subsection (5), storage yards, surface parking lots, and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

- (5) *Storage of materials.* Materials that are buoyant, flammable, explosive, or injurious to property, water quality, or human, animal, plant, fish, or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with Section 44-1283. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.
- (6) *Public utilities, streets, and bridges.* All utilities, streets, and bridges shall be designed to be compatible with comprehensive floodplain development plans.
- a. When failure of public utilities, streets, and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with Section 44-1283.
 - b. Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.
- (7) *Sewage systems.* All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, in accordance with Section 44-1283(c), to the flood protection elevation and shall meet the provisions of all local ordinances and Wis. Admin. Code SPS ch. 383.
- (8) *Wells.* All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, in accordance with Section 44-1283(c), to the flood protection elevation and shall meet the provisions of Wis. Admin. Code NR chs. 811 and 812.
- (9) *Solid waste disposal sites.* Disposal of solid or hazardous waste is prohibited in floodfringe areas.
- (10) *Deposition of materials.* Any deposited material must meet all the provisions of this article.
- (11) *Manufactured homes.*
- a. Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage and prepare, secure approval of, and file an evacuation plan indicating vehicular access and escape routes with local emergency management authorities.
 - b. In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall satisfy the following criteria.
 1. The lowest floor shall be elevated to the flood protection elevation.
 2. The homes shall be anchored so they do not float, collapse, or move laterally during a flood.

- c. Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement, and substantially improved manufactured homes shall meet the residential development standards for the floodfringe subsection (1).

(12) *Mobile recreational vehicles.* All mobile recreational vehicles must be on site for fewer than 180 consecutive days and satisfy one of the following requirements.

- (a) The vehicle is fully licensed, if required, and ready for highway use.
- (b) The vehicle meets the elevation and anchoring requirements in subsection (11).

Sections 44-1194 to 44-1219. Reserved.

DIVISION 7. GENERAL FLOODPLAIN DISTRICT (GFP)

44-1220. Applicability. The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in Section 44-1075(1).

44-1221. Floodway boundaries. For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in Section 44-1075(1), the boundaries of the regulatory floodway shall be determined pursuant to Section 44-1224. If the proposed development would encroach upon the regulatory floodway, the development is subject to the standards of Division 5. If the development is located entirely within the floodfringe, the development is subject to the standards of Division 6.

44-1222. Permitted uses. Pursuant to Section 44-1224, it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (Section 44-1169) and Floodfringe (Section 44-1192) Districts are allowed within the General Floodplain District, according to the standards of Section 44-1223 provided that all permits or certificates required under Section 44-1279 have been issued.

44-1223. Standards for development in the general floodplain district. Division 5 applies to floodway areas, determined pursuant to Section 44-1224; Division 6 applies to floodfringe areas, determined pursuant to Section 44-1224.

- (1) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated to or above one of the following.
 - a. The depth, in feet, as shown on the FIRM, above the highest adjacent natural grade, plus one (1) additional foot of freeboard; or
 - b. If the depth is not specified on the FIRM, three (3) feet above the highest adjacent natural grade.

- (2) New construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.
- (3) In zones AO and AH, all new construction and substantial improvement of structures shall provide adequate drainage paths to guide floodwaters around structures.
- (4) All development in zones AO and AH shall meet the requirements applicable to floodfringe areas in Division 6.

44-1224. Determining floodway and floodfringe limits. Upon receiving an application for development within zone A or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the Zoning Administrator shall require the applicant to:

- (1) Submit two (2) copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations, and flood proofing measures, as well as the flood zone as shown on the FIRM.
- (2) Furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation, and to determine floodway boundaries.
 - a. A Hydrologic and Hydraulic Study as specified in Section 44-1279(c).
 - b. A surface view plan showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location, and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; and soil types and other pertinent information.
 - c. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply, and sanitary facilities.

Sections 44-1225 to 44-1239. Reserved.

DIVISION 8. COASTAL FLOODPLAIN DISTRICT (CFD)

44-1240. Applicability. The provisions of this Division apply to all Coastal Floodplain Districts (CFD) shown on the floodplain zoning maps, including zones V, V1-30, and VE. Where a floodway shown on the floodplain zoning maps, a floodway determined as explained in Section 44-1104(4), or a regulatory floodway identified pursuant to Section 44-1224 extends into a Coastal Floodplain District, development shall comply with the standards of Division 5.

44-1241. Standards for development in the coastal floodplain district. Development in the CFD shall meet the requirements of Division 4, as well as all of the following requirements.

- (1) New construction shall be located landward of the Ordinary High Water Mark.
- (2) Bulkheads, seawalls, revetments, and other erosion control measures shall not be connected to the foundation or superstructure of a building and shall be designed and constructed so as not to direct floodwaters or increase flood forces or erosion impacts on the foundation or superstructure of any building.
- (3) Human-made alterations of sand dunes are prohibited unless an engineering report documents that the alterations will not increase potential flood damage by reducing the wave and flow dissipation characteristics of the sand dunes.
- (4) The use of fill for structural support of buildings is prohibited.
 - a. Non-structural fill shall be permitted only if an engineering report demonstrates that the fill will not cause runoff, ramping, or deflection of floodwaters that cause damage to buildings.
- (5) New construction and substantial improvement of buildings shall be elevated, consistent with Wis. Admin. Code SPS § 321.34, on pilings or columns so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the FPE.
 - a. The pile or column foundation and structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 *Minimum design loads and associated criteria for buildings and other structures* or other equivalent standard.
 - b. A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Section 44-1241(5).
- (6) New construction and substantial improvement of buildings shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.
 - a. For the purpose of Section 44-1241(6), a breakaway wall shall have a design safe loading resistance of not less than ten (10) and not more than twenty (20) pounds per square foot.

- b. Use of breakaway walls which exceed a design safe loading resistance of twenty (20) pounds per square foot, either by design or where so required by local or state codes, may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet all of the following conditions.
 - 1. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 - 2. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 *Minimum design loads and associated criteria for buildings and other structures*, or equivalent standard.
 - c. All space enclosed by breakaway walls, open wood lattice-work, or insect screening below the lowest floor shall be used solely for parking, building access, or storage.
- (7) Require within flood-prone areas:
- a. New and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems; and
 - b. New and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems, discharges from the systems into flood waters, and onsite waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.
- (8) All mobile recreation vehicles must be on site for fewer than 180 consecutive days and satisfy one of the following requirements.
- a. The vehicle must be fully licensed and ready for highway use.
 - b. The vehicle must meet the standards of Section 44-1241(1) through (9), inclusive.
- (9) Manufactured homes placed or substantially improved within the Coastal Floodplain District shall meet the standards of Section 44-1241(1) through (9), inclusive.

Section 44-1242 to 44-1249. Reserved.

DIVISION 9. NONCONFORMING USES

44-1250. General regulations.

- (a) *Applicability.*

- (1) The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within this article or with Wis. Stats. § 87.30, Wis. Admin. Code NR §§ 116.12 through 116.14, and 44 CFR 59-72. These standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of the ordinance from which this article is derived or any amendment thereto. A party asserting the existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning regulations in effect at the time the use or structure was created.
 - (2) As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, the City shall develop a list of those nonconforming buildings, their present equalized assessed values, and the costs of those activities associated with changes to those buildings.
- (b) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this article may continue subject to the following conditions.
- (1) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this article. The words “modification” and “addition” include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding, or replacement of any such existing use, structure, or accessory structure or use. “Modification” does not include maintenance activities, including, but not limited to, painting, decorating, paneling, and other nonstructural components and the maintenance, repair, or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance. The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification, or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.
 - (2) If a nonconforming use or the use of a nonconforming structure is discontinued for twelve (12) consecutive months, it is no longer permitted and any future use of the property, including any structure or building thereon, shall conform to the applicable requirements of this article.
 - (3) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed values, the cost of all modifications or additions which have been permitted, and the percentage of each structure’s total current value those modifications represent;
 - (4) No modification or addition to any nonconforming structure or any structure with a nonconforming use which over the life of the structure would equal or exceed 50 percent of its present equalized assessed value shall be allowed unless the entire

structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this article. Contiguous dry land access must be provided for residential and commercial uses in compliance with Section 44-1193(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50 percent provisions of this subsection.

- (5) No maintenance on a per-event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50 percent of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this article. Contiguous dry land access must be provided for residential and commercial uses in compliance with Section 44-1193(1). Maintenance to any nonconforming structure which does not exceed 50 percent of its present equalized assessed value on a per-event basis does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.
- (6) If on a per-event basis the total value of the work being done under subsections (4) and (5) equals or exceeds 50 percent of the present equalized assessed value the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this article. Contiguous dry land access must be provided for residential and commercial uses in compliance with Section 44-1193(1).
- (7) Except as provided in subsection (8), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed, or rebuilt unless the use and the structure meet the current requirements of this article. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50 percent of the structure's present equalized assessed value.
- (8) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met and all required permits have been granted prior to the start of construction.
 - a. *Residential Structures.* The following minimum requirements for residential structures must be met.
 - 1. The lowest floor, including basement, shall be elevated to or above the flood protection elevation using fill, pilings, columns, posts, or perimeter walls. Perimeter walls must meet the requirements of Section 44-1283(b).

2. The structure shall be anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and shall be constructed with methods and materials resistant to flood damage.
 3. The structure shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
 4. In A Zones, City staff must obtain, review, and utilize any flood data available from a federal, state, or other source.
 5. For residential structures in AO Zones with no elevations specified, the lowest floor, including basement, shall meet the standards in Section 44-1223.
 6. In AO Zones, there shall be adequate drainage paths around structures on slopes to guide floodwaters around and away from said structures.
- b. *Nonresidential Structures.* The following minimum requirements for nonresidential structures must be met.
1. The structure shall meet the requirements of Section § 44-1250(b)(8)a.
 2. The structure shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in Section 44-1283(a) or (b).
 3. In AO Zones with no elevations specified, the structure shall have the lowest floor, including basement, meet the standards in Section 44-1223.
- (c) A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with Section 44-1170(a), flood resistant materials are used, and construction practices and floodproofing methods that comply with Section 44-1283 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of Section 44-1250(b)(8)a. if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and constitutes the minimum alteration necessary to preserve the historic character and design of the structure.

44-1251. Floodway District.

- (a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition meets the following criteria.

- (1) The City has granted a permit or variance which meets all requirements of this article for the modification or addition.
- (2) The modification or addition meets the requirements of Section 44-1250.
- (3) The modification or addition shall not increase the obstruction to flood flows or regional flood height.
- (4) Any addition to the existing structure shall be floodproofed pursuant to Section 44-1283, by means other than the use of fill, to the flood protection elevation.
- (5) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply.
 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two (2) openings must be provided with a minimum net area of at least one (1) square inch for every one (1) square foot of the enclosed area. The lowest part of the opening can be no more than twelve (12) inches above the adjacent grade.
 2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials.
 3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation.
 4. The use must be limited to parking, building access, or limited storage.
- (b) No new on-site sewage disposal system or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of this Code, including Section 44-1283(c), and Wis. Admin. Code SPS ch. 383.
- (c) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing well in the Floodway District shall meet the applicable requirements of this Code, including Section 44-1283(c), and Wis. Admin. Code NR chs. 811 and 812.

44-1252. Floodfringe District.

- (a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless the City has granted a permit or variance for such modification or addition and the modification or addition meets the requirements of Section 44-1193 except where subsection (b) is applicable.

(b) Where compliance with the provisions of subsection (a) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Appeals, using the procedures established in Section 44-1281, may grant a variance from those provisions of subsection (a) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if all of the following criteria are met.

(1) No floor is allowed below the regional flood elevation for residential or commercial structures.

(2) Human lives are not endangered.

(3) Public facilities, such as water or sewer, shall not be installed.

(4) Flood depths shall not exceed two (2) feet.

(5) Flood velocities shall not exceed two (2) feet per second.

(6) The structure shall not be used for storage of materials as described in Section 44-1193(5).

(c) All new private sewage disposal systems, or addition to, replacement, repair, or maintenance of a private sewage disposal system shall meet all the applicable provisions of this Code, including Section 44-1283(c) and Wis. Admin. Code SPS ch. 383.

(d) All new wells, or addition to, replacement, repair, or maintenance of a well shall meet the applicable provisions of this Code, including Section 44-1283(c), and Wis. Admin. Code NR chs. 811 and 812.

44-1253. Coastal Floodplain District.

(a) New construction and substantial improvements to structures in the Coastal Floodplain District shall meet the standards of Division 8.

(b) No structural repairs, modifications, or additions to any existing building, the cost of which exceeds, over the life of the existing building, 50 percent of its present equalized assessed value, may be allowed in a coastal floodplain area unless the entire building is permanently changed to conform with the standards prescribed in Division 8.

Sections 44-1254 to 44-1277. Reserved.

DIVISION 10. ADMINISTRATION

44-1278. Applicability. The Zoning Administrator, Plan Commission, and Board of Appeals shall administer this article in accordance with Section 44-53 of this Code and Wis. Stats. § 62.23(7).

44-1279. Zoning Administrator.

(a) *Duties and powers.* The Zoning Administrator is authorized to administer this article and shall have the duties and powers listed in this section.

- (1) Advise applicants of the provisions of this article, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
- (2) Issue permits and inspect properties for compliance with provisions of this article and issue certificates of compliance where appropriate.
- (3) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
- (4) Keep records of all official actions, including, but not limited to:
 - a. All permits issued, inspections made, and work approved.
 - b. Documentation of certified lowest floor and regional flood elevations.
 - c. Floodproofing certificates.
 - d. Water surface profiles, floodplain zoning maps and regulations, and nonconforming uses and structures including changes, appeals, variances, and amendments.
 - e. All substantial damage assessment reports for floodplain structures.
 - f. List of nonconforming structures and uses.
 - g. In the Coastal Floodplain District, documentation of the certified elevation of the bottom of the lowest horizontal structural member of new construction and substantial improvements.
 - h. In the Coastal Floodplain District, certification by a licensed professional engineer or architect where required for new construction and substantial improvement under Division 8.
- (5) Submit copies of the following items to the Department Regional office:
 - a. Within ten (10) days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments.
 - b. Copies of case-by-case analyses and other required information.
 - c. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
- (6) Investigate, prepare reports, and report violations of this article to the Plan Commission and City Attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.

(7) Submit copies of amendments to the FEMA Regional office.

(b) *Land use permit.* A land use permit shall be obtained before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated.

(1) *Expiration.* All permits issued under the authority of this article shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.

(2) The application to the Zoning Administrator shall include the following general information:

a. Name and address of the applicant, property owner and contractor.

b. Legal description, proposed use, and whether it is new construction or a modification.

(3) *Site development plan.* A site plan drawn to scale shall be submitted with the permit application form and shall contain all of the following information.

a. The location, dimensions, area, and elevation of the lot.

b. The location of the ordinary highwater mark of any abutting navigable waterways.

c. The location of any structures with distances measured from the lot lines and street center lines.

d. The location of any existing or proposed on-site sewage systems or private water supply systems.

e. The location and elevation of existing or future access roads.

f. The location of floodplain and floodway limits as determined from the official floodplain zoning maps.

g. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD).

h. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of Division 5 and/or 6 are met.

- i. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to Section 44-1134. This may include any of the information noted in Section 44-1170.
 - j. Hydraulic and hydrologic studies as described in subsection (c), at the discretion of the Zoning Administrator.
- (c) *Hydraulic and hydrologic studies to analyze development.* All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.
- (1) *Zone A floodplains and AE zones within which a floodway is not delineated.*
- a. *Hydrology.* The appropriate method shall be based on the standards in Wis. Admin. Code NR ch. 116.07(3), *Hydrologic Analysis: Determination of Regional Flood Discharge*.
 - b. *Hydraulic modeling.* The regional flood elevation shall be based on the standards in Wis. Admin. Code NR ch. 116.07(4), *Hydraulic Analysis: Determination of Regional Flood Elevation* and on the following:
 - 1. The required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting Water Service Elevation (WSEL) for the study.
 - 2. Channel sections must be surveyed.
 - 3. Minimum four-foot (4') contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
 - 4. A maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope, including a survey of the channel at each location.
 - 5. The most current version of the Hydrologic Engineering Center River Analysis System (HEC-RAS) shall be used.
 - 6. A survey of bridge and culvert openings and the top of road is required at each structure.
 - 7. Additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.

8. Standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients, and effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
 9. The model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.
- c. *Mapping.* A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development, and whether the proposed development is located in the floodway.
1. If the proposed development is located outside of the floodway, it is determined to have no impact on the regional flood elevation.
 2. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.
- (2) *Zone AE floodplains.*
- a. *Hydrology.* If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on Wis. Admin. Code NR ch. 116.07(3), *Hydrologic Analysis: Determination of Regional Flood Discharge*.
 - b. *Hydraulic modeling.* The regional flood elevation shall be based on the standards in Wis. Admin. Code NR ch. 116.07(4), *Hydraulic Analysis: Determination of Regional Flood Elevation* and on the following:
 1. *Duplicate Effective Model.* The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.
 2. *Corrected Effective Model.* The Corrected Effective Model shall not include any human-made physical changes since the effective model date but shall

import the model into the most current version of HEC-RAS for Department review.

3. *Existing (Pre-Project Conditions) Model.* The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
 4. *Revised (Post-Project Conditions) Model.* The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
 5. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans, and survey notes.
 6. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and topwidths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.
- c. *Mapping.* Maps and associated engineering data shall be submitted to the Department for review and must meet the following conditions.
1. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, and bridge plans.
 2. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be revised more easily.
 3. Annotated FIRM panel showing the revised 1.0 percent and 0.2 percent annual chance floodplains and floodway boundaries.
 4. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used, all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.

5. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
 6. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
 7. Both the current and proposed floodways shall be shown on the map.
 8. The stream centerline or profile baseline used to measure stream distances in the model shall be visible on the map.
- (d) *Certificate of compliance.* No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the Zoning Administrator, except where no permit is required, subject to the following provisions.
- (1) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this article.
 - (2) Application for such certificate shall be concurrent with the application for a permit.
 - (3) If all provisions of this article are met, the certificate of compliance shall be issued within ten (10) days after written notification that the permitted work is completed.
 - (4) The applicant shall submit a certification signed by a registered professional engineer, architect, or land surveyor that the fill, lowest floor, and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of Section 44-1283 are met.
 - (5) Where applicable pursuant to Section 44-1223, the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor, excluding pilings or columns, and an indication of whether the structure contains a basement.
 - (6) Where applicable pursuant to Section 44-1223, the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by Section 44-1223.
- (e) *Other permits.* Prior to obtaining a floodplain development permit, the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under § 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

44-1280. Zoning agency.

(a) The Green Bay Plan Commission shall:

- (1) Oversee the functions of the office of the Zoning Administrator.
- (2) Review and advise the Common Council on all proposed amendments to this article, maps, and text.
- (3) Publish adequate notice pursuant to Wis. Stats. Ch. 985 specifying the date, time, place, and subject of the public hearing.

(b) The Green Bay Plan Commission shall not:

- (1) Grant variances to the terms of this article in place of action by the Board of Appeals.
- (2) Amend the text or zoning maps in place of official action by the Common Council.

44-1281. *Board of Appeals.* The Board of Appeals, established under Article II, Division 4 of this Chapter and in accordance with Wis. Stats. § 62.23(7)(e), is hereby authorized or shall be appointed to act for the purposes of this article. The Board shall exercise the powers conferred by this Code and the Wisconsin Statutes. The Zoning Administrator shall not be the secretary of the Board.

(1) *Powers and duties.*

- a. *Appeals.* The Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement or administration of this article.
- b. *Boundary Disputes.* The Board shall hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map.
- c. *Variances.* The Board shall hear and decide, upon appeal, variances from the standards of this article.

(2) *Appeals to the Board.*

- a. Appeals to the Board may be taken by any person aggrieved, or by any officer or department of the City affected by any decision of the Zoning Administrator or other administrative officer. Such appeal shall be taken within thirty (30) days, unless otherwise provided by the rules of the Board, by filing with the official whose decision is in question, and with the Board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the Board all records regarding the matter appealed.
- b. *Application materials.*

1. When applying for a variance, the applicant shall provide site and building plans containing sufficient detail to allow the Board to evaluate whether the criteria for granting a variance can be met.
 2. When an applicant requests a variance to the minimum floodproofing standards established by Section 44-1170 or 44-1193, the applicant shall submit the plans and certifications prepared by a registered professional engineer or architect, as required by Section 44-1283, and shall also submit the following information, prepared by a qualified professional such as a surveyor, engineer, architect, or other construction professional:
 - (i) The basic anticipated drainage pattern that would be expected to provide positive draining throughout the subject area.
 - (ii) How surface drainage would reach storm sewers within the road right-of-way or any other available stormwater facilities.
 - (iii.) Whether back yard drains or sewers would be required.
 - (iv.) Design details for the side slopes of fill areas that are treated in any way other than by grading to a slope no steeper than 3:1, including, but not limited to, retaining walls and terracing.
- b. *Notice and hearing for appeals including variances.*
1. *Notice.* The Board shall:
 - (i) Fix a reasonable time for the hearing.
 - (ii) Publish adequate notice pursuant to Wisconsin Statutes specifying the date, time, place, and subject of the hearing.
 - (iii) Ensure that notice shall be mailed to the parties in interest and the Department Regional office at least ten (10) days in advance of the hearing.
 2. *Hearing.* Any party may appear in person or by agent. The Board shall:
 - (i) Resolve boundary disputes according to Section 44-1281(3).
 - (ii) Decide variance applications according to Section 44-1281(4).
 - (iii) Decide appeals of permit denials according to Section 44-1282.
- c. *Decision.* The final decision regarding the appeal or variance application shall:
1. Be made within a reasonable time.
 2. Be sent to the Department Regional office within ten (10) days of the decision.

3. Take the form of a written determination signed by the chairman or secretary of the Board.
4. State the specific facts which are the basis for the Board's decision.
5. Either affirm, reverse, vary, or modify the order, requirement, decision, or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction, or grant or deny the variance application.
6. If the Board grants the appeal, the decision shall include the reasons for granting an appeal, including a description of the hardship demonstrated by the applicant in the case of a variance, which reasons must be clearly stated in the recorded minutes of the Board proceedings.

(3) *Boundary disputes.* The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries.

- a. If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.
- b. The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board.
- c. If the boundary is incorrectly mapped, the Board should inform the Plan Commission or the person contesting the boundary location to petition the Common Council for a map amendment according to Division 11.

(4) *Variance.*

- a. The Board may, upon appeal, grant a variance from the standards of this article if an applicant convincingly demonstrates all of the following.
 1. Literal enforcement of this article will cause unnecessary hardship.
 2. The hardship is due to adoption of the floodplain ordinance from which this article is derived and from unique property conditions which are not common to adjacent lots or premises. In such case this article or the map at issue must be amended.
 3. The variance is not contrary to the public interest.
 4. The variance is consistent with the purpose of this article in Section 44-1043.
- b. In addition to the criteria in subsection a., to determine that an applicant qualifies for a variance under FEMA regulations, the Board must find that the following criteria have been met.

1. The variance will not cause any increase in the regional flood elevation.
2. The applicant has shown good and sufficient cause for issuance of the variance.
3. Failure to grant the variance would result in exceptional hardship.
4. Granting the variance will not result in additional threats to public safety, extraordinary expense, the creation of a nuisance, fraud on or victimization of the public, or a conflict with existing local laws.
5. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.

c. *Variance limitations.* The Board shall not:

1. Grant any variance that would grant, extend, or increase any use prohibited in the zoning district.
 2. Grant a variance for a hardship based solely on an economic gain or loss.
 3. Grant a variance for a hardship which is self-created.
 4. Grant a variance that would damage the rights or property values of other persons in the area.
 5. Grant any variance that would permit actions to be taken without first amending this article and/or applicable maps as required by Division 11.
 6. Grant any variance that would allow any alteration of a historic structure, including its use, which would preclude its continued designation as a historic structure.
- d. When the Board grants a floodplain variance, it shall notify the applicant in writing that said variance may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy of the notice shall be maintained with the variance record.

44-1282. To review appeals of permit denials.

- (a) The Board of Appeals shall review all data related to the appeal. This may include, but is not limited to:
- (1) Permit application data listed in Section 44-1279(b).
 - (2) Floodway/floodfringe determination data described in Section 44-1224.

(3) Data listed in Section 44-1170(a)(2), where the applicant has not submitted this information to the Zoning Administrator.

(4) Other data submitted with the application or submitted to the Board with the appeal.

(b) For appeals of all denied permits, the Board shall:

(1) Follow the procedures of Section 44-1281.

(2) Consider the Plan Commission's recommendations.

(3) Either uphold the denial or grant the appeal.

(c) For appeals concerning increases in regional flood elevation, the Board shall:

(1) Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements have been made with all adversely affected property owners in accordance with Division 11.

(2) Grant the appeal upon a determination that the data properly demonstrates that the project does not cause an increase, provided that no other reasons for denial exist.

44-1283. Floodproofing standards.

(a) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect which demonstrates that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in Divisions 4 through 8 of this article.

(b) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan that either:

(1) Has been certified by a registered professional engineer or architect; or

(2) Meets or exceeds all of the following standards:

a. Contains a minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding.

b. The bottom of all openings shall be no higher than one (1) foot above grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(c) Floodproofing measures shall be designed, as appropriate, to do all of the following.

- (1) Withstand flood pressures, depths, velocities, uplift and impact forces, and other regional flood factors.
- (2) Protect structures to the flood protection elevation.
- (3) Anchor structures to foundations to resist flotation and lateral movement.
- (4) Minimize or eliminate infiltration of flood waters.
- (5) Minimize or eliminate discharges into flood waters.
- (6) Place essential utilities at or above the flood protection elevation.
- (7) Comply with the following standards if any part of the foundation below the flood protection elevation is enclosed.
 - a. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two (2) openings must be provided with a minimum net area of at least one (1) square inch for every one (1) square foot of the enclosed area. The lowest part of the opening can be no more than twelve (12) inches above the adjacent grade.
 - b. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials.
 - c. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation.
 - d. The use must be limited to parking, building access, or limited storage.

44-1284. Public information.

- (a) Place marks on structures to show the depth of inundation during the regional flood.
- (b) All maps, engineering data, and regulations shall be available and widely distributed.
- (c) Real estate transfers shall show the floodplain district in which any real property is located.

Sections 44-1285 to 44-1311. Reserved.

DIVISION 11. AMENDMENTS

44-1312. Conditions for Amendments.

- (a) Obstructions or increases may only be permitted if amendments are made to this article, the official floodplain zoning maps, floodway lines, and water surface profiles, in accordance with Section 44-1313.
- (b) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this article, the official floodplain zoning maps, floodway lines, and water surface profiles, in accordance with Section 44-1313. Any such alterations must be reviewed and approved by FEMA and DNR.
- (c) In A Zones, increases equal to or greater than one (1) foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this article, the official floodplain maps, floodway lines, and water surface profiles, in accordance with Section 44-1313.

44-1313. Change of floodplain zoning district boundaries. The Common Council shall change or supplement the floodplain zoning district boundaries and this article in the manner outlined in Section 44-1314. Actions which require an amendment to this article and the submission of a Letter of Map Change (LOMC) include, but are not limited to, the following.

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height.
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM.
- (3) Any changes to any other officially adopted floodplain maps listed in Section 44-1074(2).
- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain.
- (5) Correction of discrepancies between the water surface profiles and floodplain maps.
- (6) Any upgrade to the text of this article required by Wis. Admin. Code NR § 116.05 or otherwise required by law, or for changes by the City.
- (7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM require prior approval by FEMA.

44-1314. Procedures. Amendments to this article may be made upon petition of any party according to the provisions of Wis. Stats. § 62.23. The petitions shall include all data required by Sections 44-1224 and 44-1279(b). No land use permit shall be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

- (1) The proposed amendment shall be referred to the Plan Commission for a public hearing and recommendation to Common Council. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of Wis. Stats. § 62.23.
- (2) No amendments shall become effective until reviewed and approved by the Department.
- (3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the Common Council.

Sections 44-1315 to 44-1341. Reserved.

DIVISION 12. ENFORCEMENT AND PENALTIES

44-1342. Violation and penalty. Any violation of the provisions of this article by any person shall be unlawful and shall be referred to the City Attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than \$50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this article is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the City, the state, or any citizen thereof pursuant to Wis. Stats. § 87.30.

Sections 44-1343 to 44-1368. Reserved.

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 _____, 2023.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

March 7, 2023



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # R.I

To approve services to The National Institute of Criminal Justice Reform (NICJR) for gun violence reduction strategy for \$150,000.00.

BACKGROUND

RFP 2022-49 for \$150,000 to NICJR

Funding source:

\$126,500 American Rescue Plan Act

\$23,500 Safer Community Grant

RECOMMENDATION

To Approve

FISCAL IMPACT

ATTACHMENTS

1. Gun Violence Reduction strategy
2. Gun Violence Scope and Proposal



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: February 6, 2023

RE: Purchasing Request

Cc: Diana Ellenbecker, Pam Manley

Report by: City of Green Bay Police Department

Discussion and possible action on the approval of the following services to provide technical assistance, consultation, and training to the City of Green Bay in the development and implementation of the Gun Violence Reduction Strategy. The finalist in this competitive RFP 2022-49 is The National Institute for Criminal Justice Reform (NICJR) with a comprehensive bid of \$150,000.00. This purchase will be funded through a combination of ARPA and the Safer Community Grant.

Respectfully Submitted

Thomas J. Walenski
City of Green Bay – Procurement Manager

Agency Name	City of Green Bay
Bid Writer	Tom Walenski
Bid ID	RFP-2022-49-1-2022/TW
Bid Type	RFP - Request for Proposal
Broadcast Date	Oct 19, 2022 11:00am (CDT)
Fiscal Year	2022
Due	Nov 24, 2022 2:00pm (CST)

Proposal Scoring Summary

Gun Violence Reduction Strategy

Categories	Vendor			Vendor		
	NCJR			Social Contract		
	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #1	Evaluator #2	Evaluator #3
Organizational Capabilities	25	25	27	25	20	20
Staff Qualifications/Experience	20	25	21	14	10	15
Price	15	15	20	4	10	5
Proposal Requirements	15	15	15	15	15	15
References	10	10	10	10	10	10
TOTAL ALL CATAGORIES	<u>60</u>	<u>80</u>	<u>68</u>	<u>43</u>	<u>55</u>	<u>40</u>
	145	170	161	111	120	105
Total Cost Proposed	476 points	\$150,000.00		336 points	\$575,830.00	

References Valid
 Proposal Requirements have been met by both Vendors - Compliant

Scoring and Cost allow Purchasing to make the reccommendation to award to NCJR
 Thomas J. Walenski
 1/4/2023

CITY OF GREEN BAY

REQUEST FOR PROPOSAL



RFP #: 2022-49

Title: Gun Violence Reduction Strategy

City Agency: City of Green Bay – Police Department

Due Date: November 24, 2022
2:00 PM CT

CC: 018-918-38 024-680-67 025-924-16 025-924-40

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2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Background

The Green Bay Police Department has been serving and protecting the citizens of Titledown, USA since its official founding on August 27, 1857. While we are proud of over 150 years of continuous service, we are prouder still of using innovative methods and technologies to provide the best law enforcement service possible to the citizens of Green Bay

2.2 Operational Requirements

The City of Green Bay is looking for a vendor that can provide the following services and can provide technical assistance, consultation, and training to the City of Green Bay in the development and implementation of its Gun Violence Reduction Strategy.

Support Creation and Implementation of Office of Violence Prevention.

Vendor must have proven experience in creating and providing technical assistance to Government Agencies working on reducing Gun Violence within the city. The vendor will support the City of Green Bay to develop gun violence reduction strategies, including helping to draft the job description and onboarding of the program manager, developing, and implementing a program research analyst position, and providing best practices on street outreach and focused deterrence.

Training and Technical Assistance for Intervention and Outreach Workers

Vendor would provide training in Intensive Life Coaching for community organizations and government agencies seeking to provide intensive and effective intervention to high-risk youth and young adults. Vendor would provide training, technical assistance, and consulting to help staff become Life Coaches, provide management tools, and develop program protocols. Vendors Life Coaching training program supports participants in understanding the importance of developing an authentic, trusting relationship with clients. Through the training, participants will strengthen skills in client engagement and life planning, as well as learn technical tools, such as case management file efficiency and maintenance. Vendor would provide training for Life Coaches as well as training for Outreach Workers. Training would be scheduled quarterly to provide training to Life Coaches hired in Green Bay.

Design and Write Intervention Services Protocols.

Vendor would work with the facilitator and the outreach and intervention workers to develop a detailed protocols manual that will govern the work of the intervention specialists, including client criteria, contact standards, case file updates and client tracking, and other performance standards.

GBPD Shooting Review, Direct Communication and Coordination Improvement Process

Vendor would work with law enforcement to develop individual and group-specific plans as well as develop performance metrics to successfully implement a focused enforcement effort that prioritizes the reduction of gun violence. Vendor will work with GBPD to establish and managing Shooting Reviews. Begin regular (weekly or bi-weekly based on jurisdiction's volume) meeting of key law enforcement personnel including police, sheriff, jail, probation, parole, etc. Review each shooting that has occurred since the previous meeting, discuss why the shooting occurred, who is known to have been involved, what gang and group dynamics may be at play, and identify groups and individuals to focus interventions accordingly. Direct Communication and report out meetings would be scheduled and discussions on improvement and efficiencies would be discussed and documented.

2.3 Quality of Services

Professional services are required to adhere to industry standards for conduct and communication.

2.4 Vendor Requirements

Vendor must be able to verify 5 years of proven success implementing work involved.



The National Institute for Criminal Justice Reform

Response to RFP #2022-49: Request for Proposals for Gun Violence
Reduction Strategy

November 18, 2022



Form A: Signature Affidavit

RFP #: 2022-49

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

The National Institute for Criminal Justice Reform

COMPANY NAME

SIGNATURE

11.17.22

DATE

Diana Dahl

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 2022-49

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	PMD
Form A: Signature Affidavit	PMD	N/A
Form B: Receipt of Forms and Submittal Checklist	PMD	N/A
Form C: Vendor Profile	PMD	N/A
Form D: Designation of Confidential and Proprietary Information	PMD	N/A
Form E: Cost Proposal	PMD	N/A
Form F: References	PMD	N/A
Statement of Qualifications (SOQ) if necessary	PMD	N/A
Appendix A: Standard Terms & Conditions	N/A	PMD
Appendix B: Contract for Purchase of Services	N/A	PMD
Addendum #1	PMD	PMD
Addendum #	N/A	
Addendum #	N/A	
Addendum #	N/A	

The National Institute for Criminal Justice Reform
COMPANY NAME

**Form C: Vendor Profile****RFP #: 2022-49***This form must be returned with your response.***COMPANY INFORMATION**

COMPANY NAME (Make sure to use your complete, legal company name.) The National Institute for Criminal Justice Reform			
FEIN 81-5269212		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.) Diana Dahl		TITLE Director of Development and Operations	
TELEPHONE NUMBER 215.539.7417		FAX NUMBER	
EMAIL diana@nicjr.org			
ADDRESS 4900 Shattuck Ave, Unit 3817	CITY Oakland	STATE CA	ZIP 94609-7031

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME Diana Dahl		TITLE Director of Development and Operations	
TELEPHONE NUMBER 215.539.7417		FAX NUMBER	
EMAIL diana@nicjr.org			
ADDRESS 4900 Shattuck Ave, Unit 3817	CITY Oakland	STATE CA	ZIP 94609-7031



Form D: Designation of Confidential and Proprietary Information

RFP #: 2022-49

This form must be returned with your response.

Material submitted in response to the City of Green Bay's (the "City") Request for Proposal includes at least one formula, pattern, compilation, program, device, method, technique or process that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts to maintain its secrecy. Such information qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5). As such, the proposer asks that the trade secrets contained on certain pages of this proposal, as indicated below, be treated as confidential material, and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

Section Page Topic

N/A

***NOTE: Proposers are cautioned that the ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.**

IF THE CITY AGREES WITH PROPOSER'S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

215.539.7414

diana@nicjr.org

Signature (Authorized Representative)

Telephone Number

E-mail

Diana Dahl
Name (Please Print)

The National Institute for Criminal Justice Reform
Company Name

Director of Development and Operations
Title

11.17.22
Date

NOTE: The City as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document, and 2) identifies the specific information when it occurs within the proposal.

The City's preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e., under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation become property of the City.



Form E: Cost Proposal

RFP #: 2022-49

This form must be returned with your response.

MODIFY THIS FORM TO YOUR NEEDS

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- Fixed Fee – All prices, rates, fees, and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract.

Any pricing increases or additions must be agreed upon in writing by both parties.

Item No.	DESCRIPTION OF ITEMS	Unit Cost (USD)	Extended Cost (USD)
1	Office of Violence Prevention Creation and Implementation Support	\$30,000.00	
2	Intervention and Outreach Worker Training and Technical Assistance	\$60,000.00	
3	Intervention Services Protocols Design and Writing	\$15,000.00	
4	Shooting Review, Direct Communication, and Coordination Improvement Technical Assistance	\$35,000.00	
5	Travel, Lodging, and Per Diem	\$10,000.00	
TOTAL COST			\$150,00.00

Questions:

1. What is the lead time after notice to proceed? 30 days

2. Question 2

Yes _____ No _____

3. Question 3

Yes _____ No _____

4. Question 4

Yes _____ No _____

If yes, please explain:

The National Institute for Criminal Justice Reform

COMPANY NAME

This form must be returned with your response.



Form F: References

RFP #: 2022-49

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME District of Columbia Criminal Justice Coordinating Council (CJCC)		CONTACT NAME Linda Harlee Harper, Director, DC Office of Gun Violence Prevention; Member, DC CJCC	
ADDRESS 1350 Pennsylvania Avenue NW	CITY Washington	STATE DC	ZIP 20004
TELEPHONE NUMBER 202.812.6466	FAX NUMBER		
EMAIL linda.harleeharper@dc.gov			
CONTRACT PERIOD 5.12.2021-10.1.2021	YEAR COMPLETED 2021	TOTAL COST \$30,000	
DESCRIPTION OF THE PERFORMED WORK NICJR conducted a problem analysis that: 1) determined the specific nature and drivers of gun violence in the District and 2) identified the characteristics of groups and individuals involved in gun violence to whom intervention efforts should be targeted. <i>Please note: While this specific contract has concluded, NICJR continues to provide DC with a variety of GVRs services.</i>			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME Indianapolis Office of Public Health and Safety		CONTACT NAME Tony Lopez, Deputy Director of Violence Reduction	
ADDRESS 200 E. Washington St., Office 2142	CITY Indianapolis	STATE IN	ZIP 46204
TELEPHONE NUMBER 463-224-1532	FAX NUMBER		
EMAIL tony.lopez@indy.gov			
CONTRACT PERIOD 1.1.2022-12.31.2022	YEAR COMPLETED Ongoing	TOTAL COST \$695,600	
DESCRIPTION OF THE PERFORMED WORK Through this contract, NICJR has completed or continues to perform the following activities: 1) establish and manage shooting review meetings; 2) help to improve coordination meetings; 3) help to design and implement call-ins and individual notifications; 4) provide training and TA to life coaches and intervention and outreach workers; 5) implement and sustain monthly case conferences with all life coaches; 6) support the design and implementation of focused enforcement; 7) help to recruit, hire, and train the GVRs director; 8) provide ongoing TA to the GVRs director; and 9) help to establish a data-driven performance management process. This contract includes significant on-site technical assistance. <i>Please note: While this is NICJR's current contract with Indianapolis, our work with the city dates back to 2019.</i>			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME City of Oakland		CONTACT NAME Reygan Cunningham, Director, California Partnership for Safe Communities; Former Director, Oakland Ceasefire	
ADDRESS 825 Washington Street, Suite 200		CITY Oakland	STATE CA
TELEPHONE NUMBER 510.326.8711		ZIP 94607	
FAX NUMBER			
EMAIL Reygan@thecapartnership.org			
CONTRACT PERIOD 3.1.2013-12.31.2019		YEAR COMPLETED 2019	TOTAL COST \$236,250
DESCRIPTION OF THE PERFORMED WORK NICJR provided technical assistance and training for implementation of the Oakland Ceasefire strategy. <i>Please note: This contract includes several years of training and TA that were carried out by Executive Director David Muhammad prior to the organization's founding in 2017. NICJR also continues to work with Oakland on various violence reduction efforts.</i>			

Statement of Qualifications

Organizational Approach to Gun Violence Reduction

The National Institute for Criminal Justice Reform (NICJR) strives to reduce incarceration and violence, improve the outcomes of system-involved youth and adults, and increase the capacity and expertise of the organizations that serve these individuals. NICJR works with an array of government agencies, nonprofit organizations, and philanthropic foundations to provide technical assistance, consulting, research, organizational development, and advocacy in the fields of violence prevention, juvenile and criminal justice, and youth development.

Since 2017, NICJR has worked to establish and provide technical assistance to numerous offices of violence prevention (OVPs, also known as offices of neighborhood safety and various other names) throughout the country, both through individual service contracts and through the creation of a National Offices of Violence Prevention Network (NOVPN).

Often, NICJR's support for the creation of an OVP takes place within a larger framework of gun violence reduction strategy (GVRS) technical assistance services. GVRS has four core components: data-driven identification of those individuals and groups at highest risk of gun violence; direct and respectful communication to those at high risk; connection of those individuals to intensive services, supports, and opportunities; and, as a last resort, focused enforcement. NICJR's GVRS technical assistance services, which have been refined through work with multiple jurisdictions throughout the country, cover all four GVRS core components. They include the following:

Gun Violence Assessment. This assessment offers a high-level overview of a city's gun violence problem through analysis of publicly available data on the jurisdiction's homicides and injury shootings in the past 12-24 months.

Gun Violence Problem Analysis. Using detailed data provided by the jurisdiction, this analysis examines homicides and injury shootings in the past 12 to 24 months to determine the specific nature of gun violence and to determine the characteristics that are unique to the groups and individuals at highest risk of being involved in gun violence in order to focus interventions. This analysis produces a portrait of the population that is at the very highest risk of being involved in a shooting in the next 30 days to 12 months.

Violence Prevention Landscape Analysis. This landscape analysis provides a comprehensive portrait of the jurisdiction's existing violence prevention initiatives as well as the services and supports available to those engaged in or at highest risk for engagement in violence, either as victims or perpetrators. Examining both governmental and community-based resources, this analysis is a valuable tool for identifying service gaps and opportunities for increased coordination and collaboration.

Establishing and Managing Shooting Reviews. NICJR supports jurisdictions as they establish or refine a regular (weekly or bi-weekly, based on the jurisdiction's volume) meeting of key law enforcement personnel including police, sheriff, jail, probation, parole, etc. In this meeting, staff review each shooting that has occurred since the previous meeting, discussing why the shooting occurred, who is known to have been involved, what gang and group dynamics may be at play, and whether there is risk for retaliation and by whom. Based on this discussion, staff identify groups and individuals to target with interventions.

Designing Call-Ins and Individual Notifications. NICJR also provides technical assistance for the design and implementation of initial communications to individuals identified for intervention through the Gun

Violence Problem Analysis and shooting review meetings. Once identified, those individuals should be informed of their risk and offered support. This direct and respectful communication is usually done in a group setting (often referred to as a call-in) or a small meeting with the individual (often referred to as an individual notification). For the group meeting, the police chief, sheriff, or other high-ranking law enforcement officials should be present along with presenters who are credible messengers (formerly incarcerated individuals who have changed their lives), community leaders, victims of crime, and service providers.

Connection to Services, Supports, and Opportunities: Once individuals have been identified as being at very high risk of being involved in a shooting and directly and respectfully informed of their risk, they are then offered real and substantial services, supports, and opportunities. In this phase, NICJR supports the development of program protocols, equips the jurisdiction with management tools, and provides training and technical assistance to help staff become life coaches. NICJR also provides training and technical assistance to the community-based organizations providing services and supports and works to foster collaboration and coordination among city and community-based partners.

Focused Enforcement: For those individuals and groups who do not respond to the GVRs message and continue to engage in violence, there is follow-up supervision and focused enforcement by police, probation, parole, and prosecutors. These enforcement options are clearly communicated to high-risk individuals up front and are only instituted once violence occurs. NICJR's focused enforcement technical assistance includes working with law enforcement to develop tailored individual and group plans as well as metrics to measure success.

Support Local Coordinator/Director: Having a local coordinator or director responsible for overall GVRs coordination is critical to its success. Throughout all of the activities described above, NICJR works closely with and helps to train the local GVRs coordinator or director to ensure that the office is sustainably funded and the GVRs is implemented successfully and with fidelity to the jurisdiction's initial vision. NICJR also supports the director in building and maintaining vital local partnerships, establishing a strong working relationship with local law enforcement, and implementing processes for continuous quality improvement.

Proposed Scope of Work

Drawing upon this established suite of services, NICJR will provide the following training and technical assistance to the City of Green Bay in the development and implementation of its GVRs.

Office of Violence Prevention Creation and Implementation Support. NICJR will support the City of Green Bay in developing a GVRs that is responsive to local needs and priorities and informed by best and promising practices in the field. We will also assist the city in planning and launching an Office of Violence Prevention to oversee the implementation of these strategies, including drafting job descriptions for an OVP program manager and research analyst, onboarding the program manager and analyst, and providing ongoing coaching to the program manager throughout GVRs implementation. NICJR will work with the program manager to schedule, facilitate, and document regular meetings to review progress and identify opportunities for quality improvement and increased program efficiencies across the city's GVRs. Additionally, NICJR will connect the city's new OVP to the NOVPN, where staff will have immediate access to a robust peer learning community and resource hub.

Intervention and Outreach Worker Training and Technical Assistance. NICJR support the city in designing and implementing a coordinated and comprehensive suite of intervention services, including developing protocols and tools for service delivery. We will also provide Intensive Life Coaching training to staff from city agencies and community-based organizations seeking to provide effective intervention

to high-risk youth and young adults. Through this quarterly training, participants will establish a firm understanding of the importance of developing an authentic, trusting relationship with clients; strengthen their skills in client engagement and life planning; and learn technical skills such as case management file efficiency and maintenance. This training will also include an overview of the credible messenger model, including how credible messengers can serve as the most effective life coaches. Credible messengers are people with similar lived experiences as those they are serving (e.g., from the same neighborhood or social network, formerly incarcerated, or a victim of gun violence) who use that credibility to create a lasting connection with the client. NICJR will also provide tools and technical assistance to staff as they begin providing life coaching.

Intervention Services Protocols Design and Writing. NICJR will work with OVP staff and intervention specialists (violence interrupters, outreach workers, life coaches, and credible messengers) to develop an Intervention Services Manual with detailed protocols that will govern the work of intervention specialists. This manual will include client criteria, contract standards, protocols for case file updates and client tracking, and other performance standards.

Shooting Review, Direct Communication, and Coordination Improvement Technical Assistance.

Green Bay Police Department (GBPD) Shooting Review Implementation Support. NICJR will support GBPD in the design, implementation, and ongoing management of regular shooting review meetings. In addition to training staff on how to conduct these meetings, NICJR staff will develop a Shooting Review Manual, design referral tracking tools, and provide ongoing technical assistance to maintain quality shooting review meetings.

Direct Communication Technical Assistance. NICJR will support the planning and execution of initial direct communications (i.e., call-ins and individual notifications) with individuals identified as being at very high risk of being involved in a shooting. This may include but not be limited to working with the city to:

- Design and conduct invitations;
- Select speakers;
- Provide talking points to the speakers;
- Design the agenda, format, and flow of the call-in or individual notification;
- Manage the first call-in or individual notification; and
- Provide ongoing technical assistance for quality call-ins and individual notifications.

Focused Enforcement Technical Assistance. NICJR will work with GBPD to develop individual and group-specific plans for focused enforcement as well as to develop performance metrics to measure success in implementing a focused enforcement effort that prioritizes the reduction of gun violence.

Coordination Improvement Technical Assistance. Recognizing that lack of coordination among providers is often a significant challenge to GVRs efforts, NICJR will work with the OVP program manager to implement frequent coordination meetings among all the city's violence intervention service providers to share information and referrals, maintain focus on the highest-risk individuals, and ensure there is not unnecessary duplication of services in order to achieve maximum impact.

Organizational Qualifications

NICJR has extensive experience supporting violence reduction initiatives in several cities, including but not limited to Albuquerque, NM; Atlanta, GA; Austin, TX; Baltimore, MD; Indianapolis, IN; Madison, WI; Memphis, TN; Oakland, CA; Portland, OR; and Washington, DC. NICJR's work in several of these cities is

highlighted below, along with our work planning and leading the National Offices of Violence Prevention Network.

Atlanta, GA: In 2022, NICJR completed an assessment of publicly available data sources to develop a report on homicides and nonfatal shootings in Atlanta, GA between January 1, 2021, and December 31, 2021. As a follow-up to this report, NICJR is currently conducting a Landscape Analysis of violence prevention efforts in Atlanta. NICJR is also in discussion with the city about conducting a more in-depth analysis of the local gun violence problem to understand the dynamics of gun violence, determine the primary risk factors, and identify the people at highest risk of gun violence. This analysis would inform NICJR's work with Atlanta going forward, which will include designing and implementing a focused enforcement effort that has the net result of reducing the footprint of law enforcement while increasing focus on gun violence and improving public safety. NICJR is also providing subgrants to several local community-based organizations in Atlanta. We are simultaneously providing coaching, capacity building, and technical assistance to the Atlanta Office of Violence Reduction, which NICJR recently helped to launch, as it begins to implement its comprehensive violence reduction strategy. NICJR also connected this new office to the NOVPN.

Indianapolis, IN: Since 2019, NICJR has worked closely with the City of Indianapolis on a variety of gun-violence focused research, planning, and technical assistance activities. In 2020, NICJR released a Gun Violence Problem Analysis report that was the culmination of months of interviews with a variety of city and community stakeholders; review of existing administrative data; and initial research on the City's violence problem. Following the completion of the report, NICJR and Advance Peace hosted a virtual training on the elements of a successful GVRs for more than 50 attendees from 30 local organizations leading violence reduction efforts. NICJR continues to support the city as it implements a comprehensive GVRs, providing ongoing training and technical assistance to the Indianapolis Office of Public Health and Safety, which manages the city's violence intervention workers. We have also worked with the Indianapolis Metropolitan Police Department to implement a weekly shooting review. Additionally, NICJR has supported the city to create a management process for very high-risk individuals to be identified, referred to violence intervention services, and intensely engaged. NICJR will also soon be providing subgrants to several local community-based organizations in Indianapolis. The work of the City of Indianapolis and NICJR has already shown significant success. A recent press conference with the Mayor and NICJR announced a sustained 20% reduction of homicides and injury shootings in the city, more than the city has ever experienced.

Oakland, CA: NICJR has provided technical assistance to Oakland Ceasefire, the city's GVRs, since our organization was founded in 2017. Additionally, NICJR Executive Director David Muhammad has played a key role in Oakland Ceasefire since the strategy launched in 2012. This initiative was credited with being the primary cause of a 50% reduction in injury shootings and homicides in Oakland over the course of six years—an outcome that was verified through a rigorous external academic evaluation. In the years since Oakland Ceasefire was founded, our team has played a key role in conducting the initial Problem Analysis that informed Oakland Ceasefire's design; supporting the establishment and refinement of tools and protocols for weekly shooting reviews, call-ins and individual notifications, and life coaching; and training city staff and community-based organizations. NICJR is also providing subgrants to several local community-based organizations in Oakland.

Washington, DC: NICJR has provided GVRs technical assistance to Washington, DC since 2020. In May of 2021, NICJR published a Landscape Analysis of violence prevention efforts in DC. In partnership with the DC Criminal Justice Coordinating Council (CJCC), NICJR subsequently conducted a detailed analysis of gun violence in the District that was released in February of 2022. In response to the study, the Mayor

announced a new Promised People initiative to focus intensive intervention efforts on the people at highest risk of being involved in gun violence. In May of 2022, the CJCC released a Violence Reduction Strategic Plan developed by NICJR. The Mayor's office has pledged to implement the plan with NICJR's support. NICJR is also providing technical assistance, training, and subgrants to several local community-based organizations in DC.

National Offices of Violence Prevention Network: Beginning in 2019, NICJR collaborated with the Center for American Progress and a group of OVP directors to organize, plan, and coordinate the creation of the NOVPN, which was launched in 2021 with a membership of 21 established OVPs. With numerous cities and counties currently advancing existing OVPs or creating new OVPs, the NOVPN has expanded to include more than 37 agencies, with no sign of growth slowing. This first-of-its-kind network serves as a learning community with the goal of significantly increasing the expertise and effectiveness of participating agencies. The NOVPN hosts virtual convenings; provides trainings on effective violence reduction practices; coordinates cross-OVP learning exchanges and site visits; offers leadership and management development; and supports OVPs in growing their capacity for data collection and reporting, fund development, and media relations. The NOVPN also supports the creation of new OVPs in jurisdictions interested in developing such agencies and leads communications efforts to advocate for their creation with city leaders, policymakers, and other stakeholders. NICJR hosted the first annual in-person NOVPN gathering in Washington, DC in November 2022, which was attended by more than 100 staff from OVPs across the nation.

Staff Qualifications

In addition to NICJR's considerable organizational experience and expertise, our staff have more than 15 years of experience creating and provide technical assistance to numerous OVPs and offices of neighborhood safety throughout the country. Key staff for NICJR's delivery of the proposed services include **Executive Director David Muhammad**, who will provide oversight and subject matter expertise for the team; **Violence Reduction Program Manager Keiland Henderson**, who will coordinate and manage all communications, technical assistance, and training; **Violence Reduction Program Administrative Coordinator James E. Braxton, II**, who will manage logistics and on-site coordination; **Violence Reduction Program Coordinator Darcell Harrison**, who will provide leadership, training, and technical assistance throughout the engagement; and **Captain Ersie Joyner, an NICJR subcontractor** who will provide subject matter expertise and support training and technical assistance efforts.

David Muhammad, NICJR's executive director, is a leader in the fields of criminal justice, violence prevention, and youth development. Through NICJR, David provides GVRs leadership and technical assistance to multiple cities, including Oakland and Stockton, California; Portland, Oregon; and Indianapolis, Indiana. David was the main author of NICJR's report on Oakland's successful GVRs, and prior to founding NICJR, David helped to launch this strategy, leading a partnership of organizations and technical assistance providers that achieved a 50% reduction in shootings and homicides in Oakland. While serving as executive director of the Mentoring Center in Oakland, California, David was contracted by the City of Richmond to help design its Office of Neighborhood Safety, which has since been credited with bringing significant reductions in violence to the city. David's wealth of experience prior to founding NICJR also includes serving as chief probation officer of the Alameda County, California Probation Department; deputy commissioner of the Department of Probation in New York City, the second largest probation department in the country; and chief of committed services for the Washington, DC Department of Youth Rehabilitation Services. David also previously served as the first executive director of the Anti-Recidivism Coalition in Los Angeles, which has grown to become one of

the largest and most prominent service providers and policy advocacy organizations for the formerly incarcerated in California.

Keiland Henderson serves as the Violence Reduction program manager at NICJR, where he coordinates and manages the communication, technical assistance, and training for jurisdictions NICJR is supporting to develop GVRs. This includes supporting the cities that are members of the NOVPN. He also conducts ongoing research and writes reports on gun violence reduction. Prior to joining NICJR, Keiland worked as the community engagement coordinator for the City of Stockton's Office of Violence Prevention, where he played a crucial role in implementing a city-wide violence reduction strategy. He also served as a violence interrupter and outreach supervisor, overseeing a team of life coaches and case managers. Prior to OVP, he worked for over ten years in nonprofit management, business development, and community outreach with Faith-Based Solutions and as the executive director for the Reno-Tahoe Young Professionals Network. Keiland currently serves on Delta College's Pathway to Law Advisory Board and San Joaquin County's Juvenile Justice and Delinquency Prevention Commission. He is also an inaugural graduate of NICJR's Young Professionals of Color Fellowship.

James E. Braxton, II is NICJR's Violence Reduction program administrative coordinator. James manages logistics and on-site coordination for trainings, meetings, and technical assistance activities in NICJR's key GVRs jurisdictions. James also provides administrative and programmatic support to NICJR's Violence Reduction team. Prior to joining NICJR, James served as the strategic engagement director with the juvenile justice reform organization RISE for Youth. Previously, James served as an area director with the Boys & Girls Club of the Virginia Peninsula, where he developed programming for families most impacted by poverty, crime, and violence and worked with youth aging out of the foster care system to prepare them for life as an adult. In 2020, James released the self-published title *SoulStrong: Heroes of Trauma*, a children's book that focuses on youth empowerment and self-advocacy and serves as a tool for families to engage in conversations about the traumas they are exposed to in their own homes and communities. As a system-impacted individual from Hampton, VA, James's lived experience, faith, and diverse skill set fuel his passion to engage with system-involved youth and families and position him as an example of transformation that can motivate troubled youth to see the best in themselves.

Darcell Harrison is the Violence Reduction program coordinator for NICJR. For more than 17 years, Darcell has worked on the frontlines of violence reduction, re-entry, and youth development as a mentor, case manager, life coach, violence interrupter, and youth workshop facilitator. At NICJR, Darcell provides leadership, training, and technical assistance for organizations across the country, including leading life coaching and violence intervention trainings and supervising a team of life coaches in the Bay Area. Prior to joining NICJR, he served as program supervisor at Community and Youth Outreach in Oakland. He has also spent several years as a life coach supervisor in Oakland's successful GVRs. Darcell has been directly impacted by violence and the criminal justice system, having been seriously injured as a victim of violence and having been formerly incarcerated. For nearly two decades, Darcell has been a source of inspiration for others through his personal transformation and his exceptional work as a mentor, violence intervention specialist, and supervisor.

Captain Ersie Joyner, an NICJR subcontractor, has 27 years of law enforcement experience with the Oakland Police Department (OPD), including 23 years in a supervisory and command role. Within OPD, Ersie served as the Ceasefire/Compstat commander in the Office of the Chief of Police, where he was principally responsible for directing the city's highly successful Ceasefire strategy. Before serving as Ceasefire/Compstat commander, Ersie served as a patrol division area commander from May 2010 through January 2013, where he was responsible for providing direction to more than 150 staff. In this role, he developed and implemented strategic action plans to address violent crime, including adopting

new technology and data tools to improve policing and investigations. He also directed staff trainings and coaching to increase confidence and skills and decrease the use of lethal force, and he prioritized community policing efforts and relationship-building in the community. Ersie retired from OPD in 2019 and now provides technical assistance and training to police departments across the country.

Addendum #1

NICJR acknowledges the release of Addendum #1 and has included a completed Form F as a part of this proposal package in accordance with the addendum.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

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

To approve a new Lease Accounting Policy.

BACKGROUND

New Policy for lease accounting.

Purpose to provide a consistent basis for accounting following the guidance of the Governmental Accounting Standards Board Statement No. 87 (GASB 87), "Leases," applicable accounting guidance requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as income by lessors and expenditures by lessees.

RECOMMENDATION

To Approve

FISCAL IMPACT**ATTACHMENTS**

- I. Lease Policy - FINAL

Lease Accounting Policy

Purpose

The purpose of this policy is to provide a consistent basis of accounting for City of Green Bay (the City) and Green Bay Metro (GBM) with respect to lease accounting. Governmental Accounting Standards Board Statement No. 87 (GASB 87), "Leases," is the applicable accounting guidance requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as income by lessors and expenditures by lessees. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The City and GBM are required to recognize a lease liability and an intangible right-to-use lease asset (as the lessee) and are required to recognize a lease receivable and income (as the lessor), thereby enhancing the relevance and consistency of information about the City and GBM's leasing activities.

GASB 87 defines a lease as a contract that conveys control of the right to use another entity's nonfinancial asset as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment.

GASB 87 specifically excludes the following from lease accounting guidelines:

- Leases of intangible assets;
- Leases of biological assets;
- Leases of inventory;
- Service concession arrangements (as specified in GASB 60);
- Leases of assets financed with outstanding conduit debt;
- Supply contracts;
- Leases of assets that are investments; and
- Certain leases subject to external laws, regulations, or legal rulings.

Identifying a Lease in a Contract

Once a contract is executed, the City and GBM will perform an assessment to evaluate if the contract contains a lease. At the inception of the arrangement, a determination shall be made whether the contract contains a lease by assessing both of the following:

1. Whether there is an identified, non-financial asset; and
2. Whether the contract conveys the right to control the use of the identified asset in exchange for consideration for a period of time.
 - a. Two tests must be met:
 - i. The right to obtain the present service capacity from use of the underlying asset as specified in the contract; AND
 - ii. The right to determine the nature and manner of use of the underlying asset as specified in the contract.¹

GASB 87 requires a different accounting treatment for each of the following three categories of contracts:

- 1) **Short-term leases:** Defined as a lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised. For a lease that is cancelable by either the lessee or the lessor, the maximum possible term is the noncancellable period, including any notice periods. Lessees and lessors should recognize short-term lease payments as outflows of resources or inflows of resources, respectively, based on payment provisions of the lease contract.
- 2) **Contracts that transfer ownership (financed purchases):** Defined as a contract that (a) transfers ownership of an underlying asset to the lessee by the end of the contract and (b) **does not contain termination options** but may contain a fiscal funding or cancellation clause

¹ Although GASB does not provide additional interpretive guidance on the “nature and manner of use,” City of Green Bay and Green Bay Metro look at the control over those decision-making rights that are most relevant (i.e., most significant) to the economic benefits derived from an asset’s use. Examples are: 1) right to change the type of output; 2) right to change when the output is produced; 3) right to change where the output is produced; 4) right to change whether output is produced and, if so, the quantity produced.

that is not reasonably certain of being exercised. This should be reported as a financed purchase of the underlying asset by the lessee or a sale of the asset by the lessor.

- 3) **Leases other than short-term leases and contracts that transfer ownership (Right to Use (RTU))**: All other leases that do not meet the definition of short-term leases or contracts that transfer ownership.

Capitalization Threshold

The City and GBM have adopted a capitalization threshold of \$5,000 for a leased asset at the lowest identifiable level. If the City and GBM is the lessee of a separately identifiable asset with a net present value at inception less than or equal to this amount, the lease will not be recorded on the balance sheet (neither the RTU asset nor the liability).

Lease Term

The lease term is the period during which a lessee has a noncancellable right to use an underlying asset, plus the following periods, if applicable:

- Periods covered by the lessee's option to extend the lease when reasonably certain the lessee will exercise this option.
- Periods covered by the lessee's option to terminate the lease when reasonably certain the lessee will not exercise this option.
- Periods covered by the lessor's option to extend the lease when reasonably certain the lessor will exercise this option.
- Periods covered by the lessor's option to terminate the lease when reasonably certain the lessor will not exercise this option.

Periods where both the lessee and the lessor have an option to terminate or extend the lease without permission from the other party are cancelable periods and are excluded from the lease term.

Reassessments

Lease term should be reassessed if one or more of the following occur:

- Lessee or lessor elects to exercise an option even though previously determined that it was reasonably certain they would not exercise that option.
- Lessee or lessor elects not to exercise an option even though it was previously determined that it was reasonably certain they would exercise that option.
- Event specified in the lease contract that requires an extension or termination takes place.

Modifications

A modification occurs when changes occur in the terms of a lease contract and is typically issued in the form of an amendment to the lease based on the renegotiated terms between the City and GBM and the counterparty. The effective date of the modification is when the amendment is signed by both parties. When a modification occurs, the modification would be treated as if it were a separate lease if:

1. The modification gives the lessee an additional lease asset by adding one or more underlying assets that were not included in the original lease contract, AND
2. The increase in lease payments for the additional lease asset does not appear to be unreasonable based on (1) the terms of the amended lease contract and (2) professional judgement, maximizing the use of observable information.

If the modification is not accounted for as a separate lease, the City and GBM will measure the lease liability using the then-current discount rate and adjust the RTU asset for the modified lease as of the modification date.

Initial Direct Costs

Initial direct costs are incremental costs of a lease (excluding the City and GBM labor) that would not have been incurred if the lease had not been obtained. The City and GBM do not have incremental costs typically but would capitalize them as part of the lease asset if any were identified.

Identifying Lease Components

A lease component is a right to use an underlying asset (i.e., a lease) or a bundle of rights to use underlying assets (e.g., building, equipment, floor space, etc.). Some contracts may contain the RTU multiple assets; however, each individual asset is only a separate lease component if the criteria below are met:

1. The City and GBM can benefit from the RTU asset either on its own or together with other resources readily available to the City and GBM, AND
2. RTU is neither highly dependent on, nor highly interrelated with, the other RTU(s) in the contract.

Key additional guidance:

- Notwithstanding the guidance above, the City and GBM will account for the RTU land as a separate lease component unless the accounting effect of doing so would be insignificant (for example, separating the land element would have no effect on the lease classification of any lease component or the amount recognized for the land lease component would be insignificant).
- Variable rental payments that depend on an index or a rate (such as the Consumer Price Index or market interest rate) are included in lease calculations using the index or rate as of the commencement date. Note: In future periods when the rate or index changes, the lease liability will not be remeasured for this difference. Other variable payments are excluded from lease calculations.
- Rental payments that are in-substance fixed (i.e., variable payments but provides for a minimum or floor payment that must be made, therefore this floor amount of the payment is unavoidable) are also included in lease calculations.

Non-lease components are defined as other components in the contract that transfer a good or service (e.g., common area maintenance, equipment maintenance, use of shared gym in a building, etc.). If a contract contains lease and non-lease components, the lease and non-lease components are accounted for as separate contracts.

Contracts may include other activities which do not transfer a good or service to the lessee. These are not considered components of the contract. An example of this is a reimbursement or payment (to a third party or to the lessor) of the lessor's costs, such as property tax or insurance. Sales taxes paid by the lessee are not components of the contract.

Amortization of Lease Asset

Lease assets are amortized straight-line over the shorter of the lease term or the useful life of the underlying asset, except if a lease contains a purchase option the lessee has determined is reasonably certain of being exercised, then the lease asset should be amortized over the useful life of the underlying asset.² The useful life of an asset is the period over which the asset is expected to contribute directly or indirectly to future cash flows. The useful life of an asset can differ depending on the asset's intended use by the City and GBM.

LEASE ACCOUNTING

The City and GBM as the LESSEE:

- GASB 87 requires a lessee to recognize a lease liability and an intangible asset representing the lessee's right to use the leased asset as the commencement of the lease.
- GASB 87 requires the lessee to measure its lease liability as the present value of all payments expected to be made during the lease term.
- Variable payments based on future performance of the lessee or usage of the underlying asset should be expensed as incurred, and not included in the measurement of the lease liability.
- The lease asset should be measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term.
- The lessee should assess each lease liability annually for changes in the terms of the lease, interest rate, impairment of the underlying leased asset, or other factors that may impact the expected lease payments. Lease amendments and other modifications could necessitate remeasuring the lease liability.

² In that circumstance, if the underlying asset is non-depreciable, such as land, the lease asset is not amortized.

- The lessee government will generally report amortization expense for the lease asset over the shorter of the term of the lease or the useful life of the underlying asset, disclosed separately from other capital assets.
- The lessee will calculate the amortization of the discount on each lease liability in subsequent financial reporting periods, and report that amount as interest expense.
- The lessee's financial statement footnote disclosures will include the following:
 - A general description of the leasing arrangements
 - The total amount of lease assets recognized.
 - Related accumulated amortization, disclosed separately from other capital assets.
 - Amount of lease assets by major classes of underlying assets, disclosed separately from other capital assets.
 - Principal and interest requirements to maturity, for the lease liability for each of the five subsequent fiscal years, and in five-year increments thereafter.
 - A description of variable payments and other payments not included in the lease liability, and the expense recognized in the reporting period for these payments.
 - Impairment losses and any significant related changes in the lease liability.

The City and GBM as the LESSOR:

- GASB 87 requires the lessor to recognize a lease receivable at the present value of lease payments anticipated to be received during the lease term, reduced by any provision for estimated uncollectible amounts.
- The lessor will recognize a deferred inflow of resources at the initial value of the lease receivable, plus the amount of any payments received at or before the commencement of the lease term that relate to future periods.
- The lessor will continue to report the asset underlying the lease in its financial statements. The lessor should continue to apply applicable accounting guidance to the asset, including depreciation and impairment per the City's Capitalization Policy.
- The lessor should assess each lease receivable annually for changes in the terms of the lease, interest rate, impairment of the underlying leased asset, or other factors that may impact

the expected lease payments. Lease amendments and other modification could necessitate remeasuring the lease receivable.

- The lessor will report lease revenue, systematically over the term of the lease, corresponding with the reduction of the deferred inflow.
- The lessor will calculate the amortization of the discount on each lease receivable in subsequent financial reporting periods, and report that amount as interest revenue.
- The future lease payments to be received should be discounted using the interest rate the lessor charges the lessee, which may be the interest rate implicit in the lease.
- The lessor's financial statement footnote disclosures will include the following:
 - A general description of the leasing arrangements.
 - The total amount of revenue recognized from the leases.
 - A description of variable payments and other payments not included in the measurement of the lease receivable. This includes revenue related to residual value guarantees and lease termination penalties.
 - If the lease payments serve as security for debt issued by the lessor, the existence, terms, and conditions of options for the lessee to terminate the lease or abate lease payments.
 - If material, the lessor should disclose a schedule of future payments that are included in the lease receivable, showing principal and interest requirements to maturity, for each of the five subsequent fiscal years, and in five-year increments thereafter.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # R.3

To receive and place on file a request by Ald. Brunette to the Finance Committee which states: "For discussion and disclosure on the possible legal expenses regarding the audio recording issue and pending lawsuit."

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

AGENDA ITEM # S.I

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

- a. Civil Engineer - Department of Public Works
- b. Administrative Clerk - Department of Public Works
- c. Senior Animal Keeper - Parks, Recreation & Forestry
- d. Master Plumber - Parks, Recreation & Forestry

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee Request to Fill Memo - 2.28.2023
2. Civil Engineer -Brock Behnke 2023
3. Administrative Clerk (DPW) - L. Wilinski 02.15.23 (I)
4. Senior Animal Keeper - A. Baumann 03.04.23
5. Master Plumber - J. LeTourneau 04.27.23

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: February 28, 2023

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2023 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Civil Engineer – Replacement position due to the resignation of Brock Behnke effective at the end of the day on February 10, 2023. This position is budgeted at \$53,019 - \$73,278 per year. (Pay Grade H) The position is currently funded 50% by the Engineering budget, 25% by the Storm Water Utility budget, and 25% by the Sanitary Sewer Utility budget.
- Administrative Clerk – Replacement position due to the resignation of Lisa Wilinski effective at the end of the day on February 15, 2023. The position is budgeted at \$18.19-\$21.39/hour (Pay Grade D).
- Senior Animal Keeper – Replacement position due to the resignation of Alyssa Baumann effective at the end of the work day on Saturday, March 4, 2023. This position is budgeted at \$53,019 - \$62,337 annually (Pay Grade H).
- Master Plumber - Replacement position due to the retirement of Jay Le Tourneau effective at the end of the work day on April 27, 2023. The position is budgeted at \$27.72 - \$32.61 per hour (Pay Grade I).

**Position Fill Request
Justification Report
January 31, 2023**

Position Title: Civil Engineer – Project Development

- 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 Brock Behnke's resignation effective 2/10/2023.

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

The position is included in the current budget. The current salary range for the position is \$53,019 - \$73,278 per year. The position is currently funded 50% by the Engineering budget, 25% by the Storm Water Utility budget, and 25% by the Sanitary Sewer Utility budget.

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

This position provides design and contract administration services for all Public Works construction projects throughout the City of Green Bay. The position is responsible for the design and preparation of contract plans and specifications for projects benefitting the residential, commercial, and industrial customers of the City.

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

The position generally does not generate revenue and reduce expenses.

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

The volume of work to be completed by the engineering staff routinely exceeds the number of staff hours available on an annual basis.

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

We would anticipate some project responsibilities to be shifted to other staff while some duties of the position will currently not be completed. As a result of this vacancy, it is possible that the work proposed in the 2023 and 2024 Capital Improvement Program may not be completed.

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

The design and construction of City Infrastructure related to capital projects would not be completed.

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

The alternate method of accomplishing the work would be to hire outside consultants to supplement our engineering staff. The cost associated with this alternative would be approximately 15-25% of the value of the construction for each project the outside consultant works on. These additional costs were not anticipated either through the development of the 2023 budget nor the 2023 Capital Improvement Program.

9. Are there union issues?

No

10. Other supporting comments.

None.

**Position Fill Request
Justification Report
February 1, 2023**

Position Title: Administrative Clerk (Public Works)

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

 X Replacement Position Not a Replacement Position

This vacancy is the result of the resignation of Lisa Wilinski effective at the end of the working day on February 15, 2023.

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

Yes – The current wage scale is \$18.19 - \$21.39 per hour (Pay Grade D).

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

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

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

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

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

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

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

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

The position is currently filled.

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

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

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

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

9. Are there union issues?

No.

10. Other supporting comments.

**Position Fill Request
Justification Report
(2/16/2023)**

Position Title: Senior Animal Keeper – Bay Beach Wildlife Sanctuary – Parks, Recreation & Forestry Department.

- 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 following the resignation of Alyssa Baumann effective at the end of the work day on Saturday, March 4, 2023.

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

Yes, this position is budgeted. The salary range is \$53,019 - \$62,337 annually (Pay Grade H).

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

This position requires a high level of experience and is critical for safety and proper coverage of animal care (and related) responsibilities. The position assumes a leadership role with other animal keepers, volunteers and staff. Typical job duties include;

- Responsible for daily care and maintenance of all assigned live animals and physical structures in which they are housed.
- Cares for and administers medical treatment of injured, orphaned and sick wildlife brought in by the general public.
- Assists with the supervision of animal keepers, volunteers, wildlife rehabilitation specialists, enrichment/training specialist, and summer maintenance employees in the same activities while on duty.
- Assists in supervising the Visitor Specialists in the Observation Building relating to questions and information about wildlife and animals.
- Responsible for maintenance of daily records and files of animal husbandry.

The Senior Animal Keeper ensures proper care and safety of all animals and exhibits and acts as a resource to co-workers, the public and represents the City in a variety of animal related issues/topics.

This position also provides and ensures ample weekend coverage to ensure that there is full time staff coverage 7 days per week in animal care.

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

No, however the position holder routinely leads animal programming (free to public), mentors co-workers and volunteers, acts as a resource building on wealth and

knowledge/experience in the field leading to better overall park operations and patron experiences.

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

The scope of the position and its assigned duties require a higher level of experience and ability. The person in this position needs experience in items such as safe wild animal restraint, knowledge of local laws, euthanasia by injection, etc. All of these tasks require several people on-site that are capable for best coverage and customer service.

The Sr. Animal Keeper is heavily involved with busy aspects of park operation that include being responsible for 300+ on-site resident animals and the 6,000+ animals that go through our site's rehabilitation program. The workload for this position is heavy which led to the addition of a second Sr. Animal Keeper position in early 2020. The operational duties and responsibilities continue to increase and grow.

Absorbing these duties with existing staff is not feasible in the long term without severely limiting the number of animal intakes or limiting their respective animal care daily tasks and responsibilities.

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

Duties are being performed by the current Sr. Animal Keeper through 3/4/2023. After that the Curator of Animals, the other Sr. Animal Keeper and other seasonal staff and volunteers will be required to take on the additional work in the interim.

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

Oversite and overall care of resident on-site exhibit animals would suffer, along with overall customer service. This will be noticeable to the public as daily care of the animals would be affected.

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

None. This position requires an experienced person to accomplish duties. Not filling this role will result in a decrease in overall animal care and customer service that patrons expect.

9. Are there union issues?

No, this position is salary/exempt.

10. Other supporting comments.

This is historically the start of the busiest spring animal intake season and we would desire to fill this role with a qualified candidate ASAP to assist remaining area supervisors with the large scale coordination efforts to achieve needed results.

**Position Fill Request
Justification Report
02-27-2023**

Position Title: Master Plumber

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

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

This position will be vacant as a result of the retirement of Jay Le Tourneau effective at the end of the work day on April 27, 2023.

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

Yes, this position is budgeted. The wage range is \$27.72 - \$32.61 per hour (Pay Grade I).

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

The Plumber position is a specialized position. The Plumber is responsible for the winterizing and spring startup of Parks Shelters, amenities including drinking fountains, restrooms, waterfalls, Bay Beach Amusement Park, Bay Beach Wildlife Sanctuary. The Plumber is also responsible for maintaining plumbing fixtures throughout the City Park system. Additionally, they assist at City Hall as needed.

Plumber ensures the start up of the nine splash pads and ensures proper function during operating hours for the public. At the end of the season the plumber winterizes them. Plumber also works with the Pool Maintenance Specialist to ensure the city's three wading pools along with the three aquatic centers are operational.

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

No, this position does not generate revenue.

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

This position is a specialized licensed position that requires knowledge and experience to ensure repairs and installation of equipment is performed to code. Current staff does not have the proper training and continuing education to acquire a plumbing license.

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

When vacancies occur in this classification, we are unable to meet all the maintenance needs of our parks and facilities. This position is critical to ensure that are facilities are open and operational. It's beneficial to the city to have a plumber on staff that can respond quickly and efficiently to plumbing emergencies throughout the city. Having to contract with an

external source for our plumbing needs will cause a delay in repair's and can also cause a delay in opening our park facilities to the public.

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

The overall service would be reduced. We will have to contract out the work which in the past has been problematic in ensuring we can open on time and ensure repairs can be done in a timely manner throughout our buildings and facilities year round.

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

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

9. Are there union issues?

No.

10. Other supporting comments.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # S.2

To direct staff to proceed as discussed in closed session on the negotiation of the labor agreement between the City of Green Bay and Green Bay Professional Police Association.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

To: Personnel Committee
Joseph Faulds, Chief of Operations

From: Melanie Falk, PHR
Human Resources Manager

Re: Request to Consolidate the Work Schedules of the 1st and 2nd Shift Public Works Mechanics

Date: February 28, 2023

RECOMMENDATION

- I. The Public Works Department and Human Resources is recommending that the current 2nd shift Mechanics (Grade H, \$25.49 - \$29.97/hour) be moved to the 1st shift (7:00 a.m.-3:00 p.m.) resulting in all Public Works Mechanics working the same shift. This schedule change will also result in the following:
 - A. Elimination of one (1) 2nd shift Mechanic Foreperson position (Grade I, \$27.72 - \$32.61/hour) from the Public Works table of organization.
 - B. Add (1) Mechanic position (Grade H, \$25.49 - \$29.97/hour) to the table of organization.
 - C. Reclassify the current 2nd shift Mechanic Foreperson to the new Mechanic position.

BACKGROUND

- II. The Motor Equipment Section of the Public Works Department is currently comprised of the following:
 - A. First Shift (7:00 a.m.-3:00 p.m.) Monday – Friday
 - (1) Mechanic Foreperson
 - (9) Mechanics
 - B. Second Shift (2:00 p.m. – 12:00 a.m.) Monday – Thursday
 - (1) Mechanic Foreperson
 - (2) Mechanics

The (11) Public Works Mechanics and (2) Mechanic Foreperson's maintain and repair all DPW vehicles and equipment including Parking Division and Community and Economic Development inspection vehicles. The Mechanics also assist other departments with vehicle and equipment

repairs as requested. During snowplow events, the Mechanics are on duty to respond to emergency repairs/breakdowns to ensure that all needed equipment is on the road at all times.

Within the next few months, it is anticipated that a 1st shift Mechanic will be retiring, and the Fleet Manager, Nathan Wachtendonk, would like the new work schedule in place prior to this retirement. This is because the 1st shift vacancy will be offered to the 2nd shift Mechanics, in order of seniority, before the position is posted externally. Historically, the department has had to recruit for a 2nd shift Mechanic due to a 2nd shift Mechanic transferring to 1st shift.

Since 2016, there have been (10) DPW 2nd shift Mechanic vacancies and it took on average (2) months to fill these positions. The most recent 2nd shift vacancy occurred in July of 2021. It took approximately 3 months to fill the vacancy, and the department received only 5 applications. Based upon the limited number of applicants for these positions, Fleet Manager Wachtendonk is concerned that it will be a difficult and a lengthy process to hire a Mechanic resulting in additional workload for the other Mechanics, overtime costs and extended vehicle downtime. Manager Wachtendonk has stated that his colleagues in other municipalities around the state are experiencing similar recruiting difficulties. Citywide, 2nd shift Mechanic vacancies have been difficult to fill. Green Metro has had a 2nd shift Mechanic vacancy they have been attempting to fill for 8 months due to a lack of candidates.

Recently, Public Works has implemented several initiatives to help retain and attract employees to the position. The 4-10-hour work day schedule was implemented in 2020 for the 2nd shift Mechanics, and flexible work schedules have been offered, when feasible, to provide Mechanics with work/life balance. It should be noted that turnover on the 1st shift is minimal, with the last 1st shift vacancy occurring in 2019 due to a retirement and an external recruitment was conducted.

Manager Wachtendonk was asked whether this shift consolidation would impact motor equipment operations by eliminating the 2nd shift or create additional overtime. He has stated that his section had a total of 1,344 hours of overtime in 2022, and only 10 hours of this overtime was incurred due to equipment that had to be up and running the next day. The remainder of the overtime was the result of snow plow operations, alternative sanitation pick up days, spring/fall cleanup or winter operation equipment preparation. These overtime expenses will continue regardless of the shift consolidation because these activities occur every year.

It should be noted that there are several comparable municipalities that do not have 2nd shift Mechanics. They include Kenosha, West Bend, Fond Du Lac, Waukesha County, West Allis and DePere. According to Manager Wachtendonk, there are other cities with 2nd shift Mechanics that are considering a similar 1st shift structure for all Mechanics.

As a result of the background information outlined above, it is recommended that the (2) 2nd shift Mechanics and (1) Mechanic Foreperson be moved to 1st shift. There is currently a 1st shift Mechanic Foreperson. However, there is not a need for (2) Forepersons on the same shift. As a result, it is recommended that the 2nd shift Foreperson position be eliminated, and an additional Mechanic position be added to the table of organization. Under this proposal, the current Mechanic Foreperson will be reclassified to the new Mechanic position. It should also be noted that the (3) 2nd shift positions receive a \$.50/hour shift differential for working a 2nd shift. This wage premium will no longer be applicable with the move to 1st shift.

FISCAL IMPACT

- III. The fiscal impact of this shift consolidation and reclassification of the Mechanic Foreperson to Mechanic results in an annual salary savings of \$6,864; a benefit savings of \$1,015 for a total savings of \$7,879

Current Structure	
Salaries	\$804,898
FICA	\$61,575
WRS (General)	\$54,733
Worker's Comp	\$1,690
Health Insurance	\$223,557
Dental Insurance	\$18,224
Life Insurance	\$1,019
TOTAL COMPENSATION	\$1,165,696

Proposed Structure	
Salaries	\$798,034
FICA	\$61,050
WRS (General)	\$54,266
Worker's Comp	\$1,676
Health Insurance	\$223,557
Dental Insurance	\$18,224
Life Insurance	\$1,011
TOTAL COMPENSATION	\$1,157,818

Fiscal Impact* **-\$7,879**

- c: Steve Grenier, Public Works Director
Chris Pirlot, Operations Director
Nathan Wachtendonk, Fleet Manager



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.1

To approve the resolution to apply for a Vibrant Spaces grant (January 12, 2023).

BACKGROUND

Wisconsin Economic Development Corporation (WEDC) is offering Vibrant Spaces grants to assist with placemaking and creating vibrant and engaging communities that make it easier to recruit and retain residents, sustain a robust labor force and enhance local quality of life. The grant is intended to transform vacant or underused spaces into multi-purpose community gathering spaces.

On Broadway, Inc. (OBI) proposes to facilitate a place-making project at 109 Dousman Street that includes improvements to provide a public plaza with unique interactive seating and art and has requested the City submit an application for a Vibrant Spaces grant to assist with the project costs.

Grant applications are due on January 31, 2023, and awards will be made by May 1, 2023. The grant requires a 1:1 funding match, with grant dollars provided on a reimbursement basis, and awarded projects are expected to begin construction in 2023.

A resolution authorizing the submission of a grant application by the City of Green Bay is a prerequisite for the submission of a Vibrant Spaces grant application.

RECOMMENDATION

Approve the resolution to apply for a Vibrant Spaces grant.

FISCAL IMPACT**ATTACHMENTS**

1. Vibrant Spaces Grant Insert
2. Vibrant Spaces Authorization Resolution
3. Vibrant Spaces Project Location Map

NEW PROGRAM ALERT

VIBRANT SPACES GRANT



PILOT GRANT TO ASSIST WITH PLACEMAKING EFFORTS

Creating vibrant and engaging communities helps communities recruit and retain residents, sustaining a robust labor force and enhancing the quality of life. Creating public gathering places in the heart of our communities fosters community connections and creates accessible locations for programming and amenities desired by local residents, with the additional benefit of boosting foot traffic for nearby businesses.

If your community has a vacant or underutilized space within a key commercial corridor, this grant could be your opportunity to create a community gathering space.

Competitive projects will:

- » Incorporate multiple improvements within or associated with one public space
- » Demonstrate community engagement and support via a community document/plan and/or letters of support from public, private and civic partners
- » Be ready to begin construction during 2023
- » Increase the number and types of audiences using the space
- » Create visible and lasting transformation that fosters public activity

Review criteria:

- » Creation of visible and pedestrian-oriented public space
- » Potential of the space to attract multiple user groups and activities
- » Impact of the project on the community, district and nearby businesses
- » Demonstrated community support for the project (multiple funding partners, civic organization participation)
- » Ability of the project to be started in 2023



**GRANTS OF
\$25,000-\$50,000**

to help local communities
develop and enhance
public spaces

KEY PROGRAM FACTS

- » 1:1 match required
- » **Application deadline:**
Jan. 31, 2023
- » Local government
applicants only
- » One application
per community
- » Competitive application
cycle with up to 30
grants awarded



NEW PROGRAM ALERT

VIBRANT SPACES GRANT



APPLICATION PROCESS

Those interested in applying for the Vibrant Spaces Grant should:

- 1) Talk to your local municipality, since they will need to serve as the lead applicant.
- 2) To access more information, FAQ page and the webinar recording, visit <https://wedc.org/programs-and-resources/vibrant-spaces/>
- 3) Reach out to your WEDC regional economic development director for a program application. Map and contact info: wedc.org/inside-wedc/contact-us/#regional
- 4) Collect relevant documents:
 - a. Municipal resolution to apply
 - b. Community plan, community document and/or letters of support that identify the project as a positive community investment
 - c. Completed budget and cost estimates
 - d. Photos and plans for the space (pictures of the amenities to be installed or project renderings)
- 5) Write a narrative about the space. Who uses it now? What is the vision for the space? How will the district and community benefit from the public space transformation?
- 6) Upload application to Network Wisconsin by Jan. 31, 2023.

THE FINE PRINT:

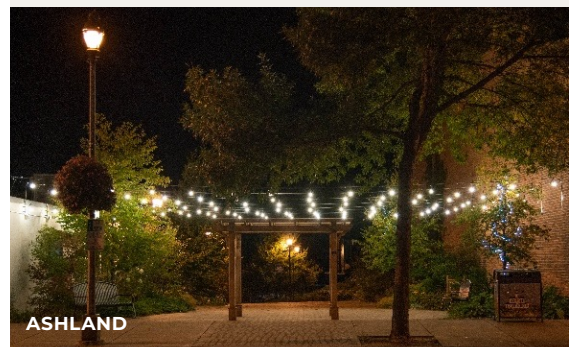
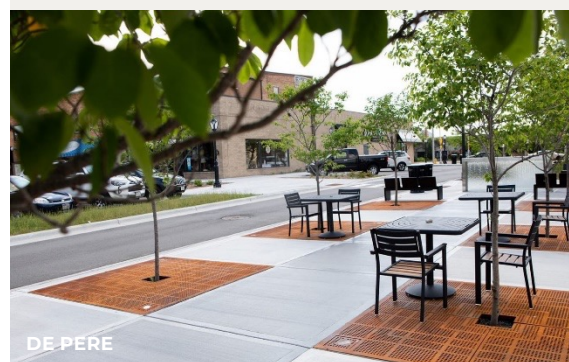
» Eligible activities include:

- o Public space improvements (projects activating alleys, programmable park spaces, vacant parcels and underutilized parking lots)
- o Public space enhancements (e.g., public art, landscaping, benches, bike racks)
- o Public signage (wayfinding, interpretive signage, kiosks associated with the space)
- o Public infrastructure (restrooms, water features, electrical, lighting)
- o Seasonal equipment with the intent to use annually (tables, chairs, umbrellas, heaters)

» Ineligible activities and costs include:

- o Building improvements, other than restrooms for public space use
- o District- or community-wide improvement projects
- o Events, staffing, programming, ongoing maintenance
- o Private spaces not accessible to the public
- o Activities eligible to be funded through other WEDC programs
- o Ineligible for grant or match: Past costs, in-kind contributions, indirect expenses/soft costs

EXAMPLE PROJECTS



**RESOLUTION AUTHORIZING THE SUBMISSION OF A VIBRANT SPACES GRANT
APPLICATION FOR 109 DOUSMAN STREET**

January 17, 2023

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) is offering Vibrant Spaces grants to assist with creating vibrant and engaging communities that make it easier to recruit and retain residents, sustain a robust labor force and enhance local quality of life; and

WHEREAS, ON BROADWAY, INC. (OBI) proposes to facilitate a place-making project at 109 Dousman Street that includes improvements to provide a public plaza with unique interactive seating and art; and

WHEREAS, OBI has requested the City to submit an application for a Vibrant Spaces grant to assist with the project costs; and

WHEREAS, a resolution authorizing the submission of a grant application by the City of Green Bay is a prerequisite for the submission of a Vibrant Spaces grant application; and

WHEREAS, should a Vibrant Spaces grant be awarded and accepted, the City, with the assistance of OBI, will maintain and submit semi-annual fiscal and narrative reports until completion of the project that document performance metrics; and

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

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

Adopted _____

Approved _____

Mayor

Clerk

Attachment – Map



VS Project Location

Map printed on 1/10/2023

1:480

1 inch = 40 feet*

1 inch = 0.00758 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate
parcel ownership
crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

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



(920) 448-6480

www.browncountywi.gov



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.2

To accept the NEA Grants for Arts Projects Grant for up to \$10,000 (January 12, 2023).

BACKGROUND

On March 24, 2021, the National Endowment for the Arts (NEA) notified the City of Green Bay that it was awarded a Grants for Arts Projects Grant of up to \$10,000. The City's grant application was prepared by City staff, proposing to support the commission and installation of public art in downtown Green Bay. The proposal includes the commission of four artists to create site-specific exterior murals to aesthetically enhance select vertical support structures of the Don A. Tillman Bridge next to The Shipyard. The project is estimated to cost \$80,000. To match the NEA grant, the City is contributing \$10,000 of Neighborhood Enhancement Funds. The remaining project costs will be sourced from Community Development Block Grant Funds.

The NEA supports arts and arts education in communities nationwide and is a catalyst of public and private support for the arts. The NEA's activities support bringing meaningful arts experiences to all Americans, helping to ensure that everyone in the country has the opportunity to live artful lives.

RECOMMENDATION

To accept the \$10,000 Grants for Arts Projects grant award from the National Endowment for the Arts (NEA) for the enhancement of select vertical support structures of the Don A. Tillman Bridge next to The Shipyard.

FISCAL IMPACT

Grant recipients are required to provide a non-federal cost share 1:1 match.

ATTACHMENTS

- I. 03.24.2021 NEA Grant Tracking Form



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(email to: Kim.Rivest@greenbaywi.gov)

APPLICANT DEPARTMENT: DCED

DATE: 1/10/2023

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Laura Schley/Public Arts Coordinator

APPROPRIATE COMMITTEE: Finance and/or GBPAC

NAME OF GRANT/FUNDING SOURCE: Grants for Arts Projects/NEA

AMOUNT OF GRANT REQUEST: \$10,000

LOCAL MATCH REQUIREMENT: \$10,000

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

TIMEFRAME OF GRANT: 1/1/2021 through 2/28/2024

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

PURPOSE OF GRANT (summary): The City's grant application was prepared by City staff, proposing to support the commission and installation of public art in downtown Green Bay. The proposal includes the commission of four artists to create site-specific exterior murals to aesthetically enhance select vertical support structures of the Don A. Tillman Bridge next to The Shipyard.

How does the grant meet City/Department needs? The project will improve the surrounding area near The Shipyard development and create new public art for the community.

What are the personnel requirements (include both existing and new staff) of the grant? Personnel from DCED will manage the grant project. The City's Public Arts Coordinator will serve as the primary contact. All grant activities will be conducted under the direction of the Development Director. The following staff will have minor supporting roles to assist with grant management: Public Works Director, Public Works Engineer.

Deputy
DEPARTMENT HEAD SIGNATURE: Cheryl Benier-Wigg

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; email to: Kim.Rivest@greenbaywi.gov)

AMOUNT OF GRANT AWARD: \$10,000

CFDA/STATE ID #: 45.024

LOCAL MATCH REQUIREMENT: \$10,000

Please describe the source of match, if applicable: The project is estimated to cost \$80,000. To match the NEA grant, the City is contributing \$10,000 of Neighborhood Enhancement Funds. The remaining project costs will be sourced from Community Development Block Grant Funds.

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC - Info/Action	
#2: Request to Accept	Finance Dept		FC - Action	

FC = Finance Committee



GRANT TRACKING FORM

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

Please describe what the grant money will be spent on: The grant may be used to support the commission and installation of public art murals on select vertical support structures of the Don A. Tillman bridge. Eligible costs may include site preparation, artist payment, and project supplies. Matching funds may also be used for above expenses.

<i>PART</i>	<i>TO:</i>	<i>DATE:</i>	<i>TO:</i>	<i>DATE:</i>
#1: Request to Apply	Finance Dept		FC - Info/Action	
#2: Request to Accept	Finance Dept		FC - Action	

FC = Finance Committee



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.3

To approve the proposed Mather Heights Park mural designs (February 22, 2023).

BACKGROUND

Mather Heights Neighborhood Association (MHNA) intends to install a mural panel on the back wall of the pool-maintenance building at Mather Heights Park, located at 1280 Richardson Street. The proposed mural wall faces the main park pavilion with a footpath connecting both buildings, and the wading pool entrance located on the adjacent side.

The small wading pool draws in many visitors during the summer and is an asset that the neighborhood association would like to highlight. By installing a mural in the park, MHNA wishes to add some character to the space, freshen the look and energy of the park, and provide a photo backdrop for all to engage with.

MHNA believes in supporting the local talents and aspirations of future generations and has been working closely with Annie Larsen, Green Bay West High School Arts Instructor, to facilitate this project. Larsen has kindly offered to incorporate this project into the spring curriculum. The kid-friendly and nature-inspired designs have been developed by students within the surrounding districts of the Mather Heights Neighborhood. Following the approval and selection of the final design, the mural will be completed by a class of selected students at Green Bay West High School.

The two designs are being presented for review and consideration by the Green Bay Public Arts Commission. The final design of the mural will be selected by MHNA. A mural celebration and a recognition plaque to complement the work will be unveiled upon project completion in late spring.

RECOMMENDATION

Approval of the proposed Mather Heights Park mural designs.

FISCAL IMPACT**ATTACHMENTS**

- I. Mather Heights Park - Statement of Intent for Mural

Mather Heights Park
1280 Richardson Street, Green Bay, WI
Wading Pool Mural Project 2023
Mather Heights Neighborhood Association

Statement of Intent: Mather Heights Neighborhood Association (MHNA) plans to install a kid-friendly, nature-inspired mural on the back face of the maintenance building at the wading pool at Mather Heights Park, off Richardson Street on Green Bay's West side. This side of the building faces the main park pavilion with the footpath running near-parallel, and with the entrance to the wading pool on the adjacent corner. This will allow for high visibility to the more popular side of the park. MHNA has received city letter of support, along with Green Bay Neighborhoods (GBN) mini-grant approval for funding.

The mural will be completed by a class of selected students at GB West High School. Our association has been working closely with Annie Larsen, West HS Arts, to facilitate this project. She has kindly offered to incorporate this project into her spring curriculum.

Our small wading pool is a treasured asset that continues to draw visitors all summer. We would like to add some character to the space to freshen the look and energy with something that can be a draw for photo backdrops and all those summer social media posts! We want to cultivate a message that our community supports local talents and aspirations of future generations, which is why a recognition plaque to complement the art piece is a priority for us.

The mural designs came directly from students within our surrounding districts. We offered guidance to ensure the pieces would be within our scope and vision, but also wanted to allow them some level of creative freedom to see what they desired to produce. Attached are the top two designs selected by MHNA.

1. Colorful Floral Design – this is our first pick. We believe the colors are bright and will pop against the landscape of the park, but still fit within our “nature inspired” theme.
2. “The Giving Tree” Design – this is our second pick. We love the concept and all that is incorporated into the design based on the book inspiration.

*Colors to be provided upon requests - MHNA will be providing the students with all materials, including paints. We will choose the tones/pallet appropriate for the park, with the help of Arts Teacher. Students will work on the project throughout the next several weeks. Annie Larsen will oversee the production of the piece through her class time. Upon install, we will organize a small reveal at the park.

Mather Heights Park
Wading Pool Mural Project 2023
Mather Heights Neighborhood Association
1280 Richardson Street, Green Bay



Design 1: Floral Inspired



Design 2: Giving Tree





Report to the
Sustainability Commission
of the City of Green Bay

MEETING DATE

March 7, 2023

AGENDA ITEM # U.I

To receive and place on file an opportunity for USDA Composting & Food Waste Reduction cooperative agreements.

BACKGROUND

Composting and Food Waste Reduction cooperative agreements pilot program funds strategies to reduce food waste and create compost. Min-Max \$55,000 - \$400,000 as of 2023. 25% match requirement can be met via volunteer hours or HUD Community Development Block Grants. Eligible entities: local governments and tribal organizations can apply with multiple partner organizations.

<https://www.usda.gov/topics/urban/coop-agreements>

RECOMMENDATION

For Sustainability Commission members in collaboration with City staff to investigate potential projects and aid in the writing of a grant application if applying for the grant is deemed to move forward.

FISCAL IMPACT

25% match requirement can be met via volunteer hours or HUD Community Development Block Grants.

ATTACHMENTS

None

Detail Summary of Projects Issued

2/1/2023 to 2/28/2023

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
111597	321 LAU ST..21-2346	GREATER GREEN BAY HABITAT FOR HUMANITY		\$860.02	\$200,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME W/ DETACHED GARAGE						
106214	1873 WESTERN AV..6-126-D	AMY D ANNALA, ETAL		\$100.00	\$3,800.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] WINDOW IN BASEMENT						
107765	2076 WINTER CRESS DR..6H-4045	DARIN J & DIANA M BERENDSEN		\$50.00	\$4,300.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW Unknown project status complaint started Com# 132773						
109831	1363 DOUSMAN ST..6-108-F	MANUELA M YAEGER		\$205.00	\$1,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIR FIRE DAMAGE						
110914	162 BADER ST..21-1730	MARCUS & HANNAH SCHROCK		\$205.00	\$31,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL KITCHEN, BATHROOM, DOORS, WINDOWS, FLOORING, MOVE LAUNDRY TO THE 1ST FLOOR, ADD CLOSET IN MASTER BEDROOM						
111264	1020 MARSHALL AV..18-302	GARY L FONTAINE		\$155.00	\$95,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] TREE DAMAGE REPAIR						
111296	413 5th ST..2-870	LUE & KIA YANG		\$230.00	\$60,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FIRE DAMAGE RESTORATION						
111327	622 FOREST ST..19-621	CTA VENTURES LLC		\$155.00	\$750.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ADD HALF WALL WITH ELEC						
111537	1159 MINAHAN ST..18-373	FANTA PROPERTIES LLC		\$364.97	\$90,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIRS FROM FIRE DAMAGE						
111576	423 ONTARIO RD..21-8193	BRUCE H & JAYNE T LANGE		\$255.00	\$20,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH PARTIAL BASEMENT						
111584	316 HUDSON ST..3-819-D	ARNOLD J & EDWINA J VANDYKE		\$100.00	\$800.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FIRE DAMAGE REPAIR *ELEC HAS BEEN PAID FOR						
111610	827 RED FOX DR..6H-4365	BURTON D & KELLY J ENO		\$155.00	\$76,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] SUN ROOM						
111613	2926 BALLY BUNION LN..22-2080	ZHILIN ZHANG, ETAL		\$510.00	\$60,860.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT REMODEL						
111617	1555 E MASON ST..8-497	MAD MANAGEMENT LLC		\$1,198.80	\$95,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] WHOLE HOUSE REMODEL						
111619	3451 WIGGINS WAY..22-1737	AMBER L WISNICKY		\$80.00	\$6,000.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW						
111624	1318 WOLVERINE TR..21-7383	DANIEL K & CARLY M NOVAK		\$75.00	\$7,500.00	Pending

[2-434 - Residential - Alteration - 1 -2 Family House] FINISHING BASEMENT - FRAMING ONLY

111676 412 ELMORE ST..5-920 DOYLE PROPERTIES LLC \$50.00 \$4,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW

111677 1516 ELM ST..19-86 COVER RENTALS LLC \$184.00 \$40,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL

111679 1587 AMY ST..8-654 PEDRO DIAZ CONCHA, ETAL \$130.00 \$8,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] REPAIR WATER DAMAGE ON MAIN LEVEL AND BASEMENT

111684 1828 HAROLD ST..21-2173-2 LIFETIME HOME REPAIR LLC \$180.00 \$8,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BATHROOM

111692 1142 DOUSMAN ST..5-845 KEITH A FAIRCHILD \$125.00 \$14,100.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] SOLAR PANELS

111701 905 S MONROE AV..16-122 LEAH ANN & BENJAMIN S COHEN \$255.00 \$30,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL LAUNDRY ROOM

111709 1445 ELM ST..8-145 ADRIANA SOTO \$80.00 \$3,500.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW

111749 1205 WIRTZ AV..1-69-A TRISTAN J KLEPP \$205.00 \$10,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL - FLIP

111779 1135 N LOCUST ST..6-1121 JOHN JAY DEKEYSER \$80.00 \$5,781.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] CONVERTING WINDOW TO SLIDING GLASS DOOR

111752 882 KELLOGG ST..5-1404 NEWJOY INVESTMENTS LLC \$75.00 \$2,600.00 Closed

[4-438 - Residential - Alteration - Garage or carport or Shed] GARAGE REPAIRS

105628 540 AURORA DR..21-4875 MICHAEL L LANDRY \$100.00 \$11,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE OLD DECK WITH NEW DECK

111615 1133 MARQUETTE AV..1-1499 DIANE M KWASNY \$75.00 \$3,968.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] RAMP

111710 814 14th AV..2-594 KIM COR PROPERTIES LLC \$75.00 \$1.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] RECONSTRUCT DECK TO 2ND FLOOR

111711 1124 ST. AGNES DR..6-1420 ELIZABETH MAJEWSKI \$50.00 \$5,794.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] RAMP

107929 457 BRECCIA WY..21-8028 K PARTY LLC \$5,160.00 \$400,000.00 Pending

[8-1 - Subdivision (Erosion control, Fill, Excavation)(Residential)]

105433 1926 HILLSIDE LN..21-2036-L-3 DAVID C & GAIL A MILLER \$50.00 \$6,100.00 Closed

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

105885 1225 SHAWANO AV..3-1025 REBECCA M HAEN \$100.00 \$1.00 Closed

[11-1 - Swimming Pool (Residential)] 52" Sides, 18' round w/ hard sides with an electric heater
-Owner may have put this project on hold because the builder has not been responding - Erik

107057 848 HEYRMAN ST..21-1334-2-10 LUIS A QUEVEDO \$100.00 \$2,500.00 Pending

[11-1 - Garage/Carport/Shed (residential)] Built prior to permit issuance will be field inspected for compliance

107168	3115 BETH DR..21-7466	MARTENS DARLENE SURVIVORS TRUST	\$50.00	\$12,979.00	Pending
	[11-1 - Fence (Residential)] FENCE				
107208	905 DIVISION ST..5-464	KACCI PETERS	\$50.00	\$1,400.00	Closed
	[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR Final notice sent				
108586	2871 ST. ANTHONY DR..21-429-10	JASON M & INGEBOG KENDALL	\$100.00	\$3,500.00	Pending
	[11-1 - Garage/Carport/Shed (residential)] CARPORT VARIANCE REQUESTED - APPROVED				
108781	511 S HURON RD..21-42-1-1	JUAN & GEORGINA CUIEL	\$50.00	\$2,000.00	Closed
	[11-1 - Driveway Replacement and/or Expansion (Residential)] EXPAND DRIVEWAY				
111159	898 HUBBARD ST..5-551	THOMAS E & TINA R HOFFMAN	\$50.00	\$2,000.00	Variance Request (s)
	[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION - WORK ALREADY DONE - CASE # 131838 VARIANCE REQUESTED				
111514	214 BADER ST..21-1783	CLAY M & JUDY LANGENBERG	\$200.00	\$5,000.00	Pending
	[11-1 - Garage/Carport/Shed (residential)] GARAGE ADDITION 02/15 HAVE PAYMENT JUST NEED TO PROCESS IT. **GARAGE ADDITION CONSTRUCTED WITHOUT PERMITS. **OWNER CLAIMS HE REMOVED WOOD STOVE. NO HVAC PERMIT REQUIRED - CONFIRM AT INSPECTION ** Permit should be paid for by 2/15/2023 - See C#132269 for details				
111570	1320 STUART ST..14-1449	HEATHER L BOEX	\$100.00	\$13,522.00	Pending
	[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
111587	1108 EMILIE ST..17-175	EMILY DOBRATZ	\$50.00	\$1,500.00	Pending
	[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
111589	1632 KIMBALL ST..21-1936	ADRYON & BENJAMIN CROUSE	\$50.00	\$30,000.00	Closed
	[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
111601	1280 CHICAGO ST..14-1235	BRIAN & TANYA MENNE	\$50.00	\$6,220.00	Pending
	[11-1 - Garage/Carport/Shed (residential)] SHED				
111618	712 S MAPLE AV..2-231	EMPIRE RE INVESTMENTS LLC	\$80.00	\$15,000.00	Pending
	[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
111635	919 GERARD DR..21-5740	KATHRYN M HENDRICKS REVOCABLE TRUST	\$50.00	\$3,808.00	Pending
	[11-1 - Fence (Residential)] FENCE				
111647	1609 E MASON ST..21-1906	ALEXANDER MUELLER	\$50.00	\$17,052.00	Pending
	[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
111656	3180 BAY VIEW DR..21-3033	VOSKAMP RICHARD C & KRISTIN N REVOCABLE TRUST	\$50.00	\$16,232.00	Pending
	[11-1 - Fence (Residential)] FENCE				
111658	3494 WIGGINS WAY..22-1751	JASON P & MOLLY A LINZMEIER	\$50.00	\$13,737.29	Pending
	[11-1 - Fence (Residential)] 6FT TALL FENCE				
111691	515 S BAIRD ST..17-831	RICHARD P & REBECCA N ZIMMERMAN	\$50.00	\$3,260.00	Pending
	[11-1 - Fence (Residential)] FENCE				
111697	3034 FINGER RD..21-143-5	BILLS BILLDINGS LLC	\$100.00	\$1.00	Pending
	[11-1 - Garage/Carport/Shed (residential)] GARAGE				
111719	813 S CLAY ST..17-106	TANA KOSS, ETAL	\$50.00	\$75,466.00	Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

111720	1280 CHICAGO ST..14-1235	BRIAN & TANYA MENNE	\$50.00	\$27,000.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

111721	1108 REBER ST..20-32	RUBEN & EISELA CORTES	\$50.00	\$21,000.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

111722	835 14th AV..2-569	SEAN A & JESSICA I SCHERSING	\$50.00	\$24,000.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

111730	1432 WOOD CT..6H-1690	SCOTT A & KAY L HARRISON	\$50.00	\$9,218.00	Pending
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[11-1 - Fence (Residential)] LEFT SIDE YARD FENCE

111747	1151 REED ST..3-1142-A-1	DWIGHT W & DENISE L SUNDQUIST	\$50.00	\$4,965.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

111759	364 BADER ST..21-1179-5	ALEJANDRO PLASCENCIA	\$50.00	\$2,480.00	Pending
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[11-1 - Fence (Residential)] FENCE

111769	2593 SUMAC PL..6H-2569	EDWARD DEBOTH	\$50.00	\$1.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE AND EXPAND DRIVEWAY

111787	2855 CASTLE HILL LN..21-5038	RAYMOND D & SANDRA G TILLY	\$50.00	\$1,100.00	Pending
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[11-1 - Fence (Residential)] FENCE ALONG MOON VALLEY DR

111334	1460 S HURON RD ..21-183	MOSKI CORP	\$7,483.05	\$1,545,000.00	Pending
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[30-105 - Commercial - New - 5 or More Family Building] NEW 15 UNIT BLDG

111335	1430 S HURON RD ..21-183	MOSKI CORP	\$7,043.05	\$1,545,000.00	Pending
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[30-105 - Commercial - New - 5 or More Family Building] 15 UNIT APARTMENT BLDG

110065	817 S MILITARY AV ..6-169	MILITARY AVE PARTNERS LLC	\$8,600.14	\$1,209,857.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Seirra - Tenant Build Out

111278	1726 SHAWANO AV..6-235-A	SAINT MARYS HOSPITAL MEDICAL CENTER OF G B INC	\$947.75	\$950,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

111591	2256 MAIN ST..21-420-28	GREAT STONE PROPERTIES INC	\$140.00	\$3,600.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Open space for future tenant
Ming Chen 920-254-9688

111673	410 S MILITARY AV..6-1772	JJ 875 PROPERTY LLC	\$290.00	\$1.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NO PLUMBING NOW, PLUMBER COMING ON FRIDAY. - PVC
PLUMBING IS TAKEN CARE OF - AH

111732	232 S BROADWAY..3-370	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	\$882.00	\$20,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] WALL/PLATFORM/INTERIOR ALTERATIONS

111746	107 N BROADWAY..4-210	CZACHOR & POLACK DEVELOPMENT LLC	\$360.00	\$8,500.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] HAIR CUTTTING ONLY, NO CHEMICAL WORK

104581	2350 E MASON ST..21-126-7	GB EAST TOWN LLC	\$280.00	\$0.00	Closed
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[34-1 - Change of Use (Commercial)] EC APPROVED 5/17/21
PLUMBING IS UNDER PROJECT 106484. SITE PLAN COMPLETE

109454	1240 UNIVERSITY AV..8-838	MIRMAR PROPERTIES INC	\$140.00	\$2,000.00	Pending
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[34-1 - Fence (Commercial)] FENCE - 6' CHAINLINK
VARIANCE REQUESTED - DENIED
Double Fee 1/18/22

110770	2259 IMPERIAL LN..21-3371	KOBLE INVESTMENTS LLC	\$140.00	\$13,000.00	Pending
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[34-1 - Roofing (Commercial)] NEW ROOF/DOOR TO BASEMENT/DRYWALL BASEMENT

110771	2261 IMPERIAL LN..21-3371	KOBLE INVESTMENTS LLC	\$140.00	\$13,000.00	Pending
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[34-1 - Roofing (Commercial)] NEW SIDING AND GUTTERS/DOOR TO BASEMENT/DRYWALL BASEMENT CEILING (ONE HOUR RATED)

110772	2263 IMPERIAL LN..21-3371	KOBLE INVESTMENTS LLC	\$140.00	\$13,000.00	Pending
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[34-1 - Roofing (Commercial)] NEW SIDING AND GUTTERS/DOOR TO BASEMENT/DRYWALL BASEMENT (1-HOUR RATED)

110840	207 COUNTRY CLUB RD..6H-1072	ONEIDA GOLF & COUNTRY CLUB INC	\$2,084.00	\$1,500,000.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)] NEW PATIO AREA

111030	205 N FISK ST..6-101	GREEN BAY AREA PUBLIC SCHOOL DISTRICT CHAPPELL	\$127.76	\$20,000.00	Pending
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[34-328 - Shed, Yard Building (Commercial)] OUTDOOR LEARNING CENTER

111638	800 UNIVERSITY AV..7-596	EAST RIVER OF GREEN BAY LLC	\$300.00	\$480,000.00	Pending
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[34-1 - Fire Protection Sprinkler (Commercial)]

111655	1424 ADMIRAL CT..6-142	GREEN BAY HOUSING AUTHORITY	\$140.00	\$4,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)]

111683	1333 CEDAR ST..8-335	HECTOR & ANA ROSA GONZALEZ	\$70.00	\$2,000.00	Pending
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[34-1 - Fence (Commercial)] REAR DUMPSTER ENCLOSURE

111703	1424 ADMIRAL CT..6-142	GREEN BAY HOUSING AUTHORITY	\$140.00	\$40,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] VERIZON UPGRADE

111718	720 S HURON RD..21-172-1	GREEN BAY CITY OF	\$140.00	\$40,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] VERIZON UPGRADE - ON WATER TOWER

111777	1540 CAPITOL DR..6-2640	NEWCAP INC	\$25.00	\$25.00	Pending
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[34-1 - Temporary Office/Trailer/Event (Commercial)] Storage POD in parking area.

111632	623 PARK ST..5-1660	DALE A & LAURIE A SKOCIR	\$50.00	\$500.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] CHECK PANEL AND REPLACE MAIN BREAKER & PANEL CHANGE

111653	223 N WASHINGTON ST..12-13	WIDMER PROPERTIES LLC	\$70.00	\$1,000.00	Closed
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[40-54 - Electrical Service - Repair (Commercial)] SERVICE REPAIR

111654	1224 THRUSH ST..18-1032	DANA J VANDENLANGENBERG	\$50.00	\$2,000.00	Pending
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[40-53 - Electrical Service - Change (Residential)] SERVICE CHANGE - INSTALL NEW 100 AMP BREAKER PANEL & 30 AMP GENERATOR HOOK UP

111680	2640 SOMAN CT..21-5179	RICHARD J DEKKER	\$50.00	\$400.00	Closed
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[40-55 - Electrical Service - Repair (Residential)] SERVICE REPAIR

111682	1079 SHAWANO AV..3-228	MORGAN PROPERTY HOLDINGS LLC	\$50.00	\$4,500.00	Closed
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE ALTERATIONS

111687	550 ROLLING GREEN DR..6H-2664	ELIAS CRAIG ODONOGHUE	\$0.00	\$15,000.00	Withdrawn
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] GENERATOR

111696	1141 CASS ST..14-1125	ARNOLD R & DIANE M MILLER	\$50.00	\$1,340.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE REPAIRS

111698	961 VICTORY BL..1-1312-A	MARIA C & RANDY M BIALCIK	\$50.00	\$5,000.00	Closed
[40-53 - Electrical Service - Change (Residential)] SERVICE UPGRADE - 100A TO 200A					
111726	1345 DESNOYERS ST..18-1270	LEITZKE MICHAEL TRUST	\$50.00	\$2,800.00	Pending
[40-53 - Electrical Service - Change (Residential)] 60 AMP TO 100 AND WIRING FOR NEW FURNACE & AC					
111731	1318 SAND HILL DR..6H-2825	TREVOR J & ARIANA L ZURASKI	\$50.00	\$5,820.00	Pending
[40-53 - Electrical Service - Change (Residential)] UPGRADE SERVICE FROM 100 AMP TO 200 AMP, REPAIR HAZARDOUS WIRING IN BASEMENT, ADD ADDITIONAL OUTLETS					
111735	415 WILSON AV..5-1559	JEFFREY R BORREMANS	\$100.00	\$10,322.00	Pending
[40-60 - New Electrical System (Residential)] GENERATOR					
111770	1615 PILGRIM ST..1-2552	WESLEY JAMES FLIPPO	\$50.00	\$800.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] REPLACING ALUMINUM WIRE WITH COPPER WIRE FROM PANEL TO METER					
111772	1424 S NORWOOD AV..1-1437-A	KONGPHAVANH JENNY THAMMAVONG	\$50.00	\$1.00	Pending
[40-55 - Electrical Service - Repair (Residential)] RECEPTACLE REPAIR DUE TO FIRE DAMAGE					
111626	1549 6th ST..6-484	MCNALLY & LEURQUIN LLC	\$70.00	\$4,433.00	Closed
[50-44 - Heating Unit Only (Commercial)] FURNACE					
111628	2060 VAN DEUREN ST..21-2222	MEADOWS NORTH GB LLC	\$70.00	\$17,961.00	Closed
[50-44 - Heating Unit Only (Commercial)] BOILER					
111629	1445 CARROLL AV..1-2195	JOLENE M KERNER	\$50.00	\$11,000.00	Closed
[50-45 - Heating Unit Only (Residential)] FURNACE					
111636	1213 MARQUETTE AV..1-1524	ANGLEA K ERICKSON	\$50.00	\$4,975.00	Closed
[50-45 - Heating Unit Only (Residential)] FURNACE					
111640	270 INNSBRUCK CT..21-5925	DAVID & JAMIE ORR	\$50.00	\$15,870.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
111643	250 ERIE RD..21-26-6	ROBERT J & TAMARA L DEMUTH	\$50.00	\$4,000.00	Abandoned
[50-45 - Heating Unit Only (Residential)] FURNACE					
111644	995 ROSCOE ST..1-380	DAVID G TLAHUEL	\$50.00	\$7,260.00	Closed
[50-45 - Heating Unit Only (Residential)] FURNACE					
111645	412 NORTHVIEW RD..21-19	DALE P & ASHLEY A VANDENBUSH	\$50.00	\$17,100.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
111646	362 CHARITY LN..21-7692	ELECIA PENA	\$50.00	\$4,700.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
111648	302 N TAYLOR ST..6-225-D	ASHLEY R PEASE	\$50.00	\$4,433.00	Closed
[50-45 - Heating Unit Only (Residential)] FURNACE					
111649	459 S HURON RD..21-41-2-2	JANE A BOUCHE	\$50.00	\$4,433.00	Closed
[50-45 - Heating Unit Only (Residential)] FURNACE					
111650	2243 PREBLE AV..21-2756	JOSE C RAMIREZ LOZANO, ETAL	\$50.00	\$5,401.00	Closed

[50-45 - Heating Unit Only (Residential)] FURNACE

111651	1604 WALLS ST..1-2702	KIMBERLY DIAZ WESTOVER	\$50.00	\$4,748.00	Closed
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[50-45 - Heating Unit Only (Residential)] FURNACE

111660	2660 W MASON ST..6H-1747	T M M ACQUISITION CORP	\$70.00	\$3,800.00	Closed
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[50-44 - Heating Unit Only (Commercial)] SPACE HEATER

111663	416 13th AV..3-864	KIM R DIAZ	\$50.00	\$2,200.00	Closed
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[50-45 - Heating Unit Only (Residential)] FURNACE

111664	2045 JAMESFORD AV..21-2827-H-37	KOELPIEN JEFFREY H & PAULA R REVOCABLE TRUST	\$50.00	\$2,254.00	Closed
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[50-45 - Heating Unit Only (Residential)] FURNACE

111665	531 ZELAS DR..21-3145	RICHARD J & CAROL J DEGROOT	\$50.00	\$11,099.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

111666	1008 DAY ST..7-39	TONI M FRITZ	\$50.00	\$2,165.00	Closed
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[50-45 - Heating Unit Only (Residential)] FURNACE

111667	1658 MAIN ST..21-2325	J J & B OF GREEN BAY LLP	\$70.00	\$11,525.00	Closed
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[50-44 - Heating Unit Only (Commercial)] BOILER

111670	1267 W MASON ST..2-56-B	NUWAY PROPERTIES LLC	\$140.00	\$22,500.00	Pending
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[50-42 - Heating and Air Conditioning Units (Commercial)] FURNACE & AIR CONDITIONER

111672	1424 FRANK ST..1-2514	JENNIFER C SOLPER	\$50.00	\$4,300.00	Closed
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[50-45 - Heating Unit Only (Residential)] FURNACE

111678	1108 CHERRY ST..14-183	ERIC SCHANAU	\$50.00	\$1,200.00	Pending
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[50-45 - Heating Unit Only (Residential)] FURNACE

111681	1600 S NORWOOD AV..1-1160	FEDERAL NATIONAL MORTGAGE ASSOCIATION	\$50.00	\$450.00	Closed
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[50-49 - Repair/Alter Existing HVAC System (Residential)] RUN CHIMNEY LINER

111686	1769 CARRIAGE CT..6-2203	EILEEN A MACH	\$50.00	\$7,800.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

111688	1440 S OAKLAND AV..1-1066	RYAN & CHAREE HARTTER	\$50.00	\$13,134.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)] BOILER

111690	2974 CRUSADE LN..6H-3255	AMY B & MICHAEL W VANRITE	\$50.00	\$4,433.00	Closed
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[50-45 - Heating Unit Only (Residential)] FURNACE

111694	2039 VINE ST..21-1361-3	RANKIN GB HOLDINGS LLC	\$70.00	\$8,890.00	Pending
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[50-44 - Heating Unit Only (Commercial)] BOILER

111695	537 ANTELOPE TR..6H-3992	DANIEL G & JESSICA L DAVIS	\$100.00	\$12,899.00	Pending
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[50-49 - Repair/Alter Existing HVAC System (Residential)] GENERATOR

111699	1262 ELMORE ST..5-1724	DUANE W COTTER	\$100.00	\$8,154.00	Pending
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[50-49 - Repair/Alter Existing HVAC System (Residential)] GENERATOR

111705	1614 E MASON ST..21-1929	MIRANDA NELSEN	\$50.00	\$3,850.00	Pending
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[50-45 - Heating Unit Only (Residential)] FURNACE

111706	434 S VAN BUREN ST..14-643 [50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER	BAMKE JOANNE P REVOCABLE LIVING TRUST	\$50.00	\$15,672.00	Pending
111714	2777-2779 ST. ANN DR..21-5487 [50-45 - Heating Unit Only (Residential)] FURNACE	FLEGLES GREEN GRASS PROPERTIES LLC	\$50.00	\$5,401.00	Pending
111716	2777-2779 ST. ANN DR..21-5487 [50-45 - Heating Unit Only (Residential)] FURNACE	FLEGLES GREEN GRASS PROPERTIES LLC	\$50.00	\$5,401.00	Pending
111717	1345 HANNAH ST..3-1326 [50-45 - Heating Unit Only (Residential)] FURNACE	MAYRA ARANDAMONTES	\$50.00	\$6,458.00	Pending
111727	2303-2305 REMINGTON RD..21-3678 [50-45 - Heating Unit Only (Residential)] FURNACE	SDRUEM RENTALS LLC	\$50.00	\$1.00	Closed
111734	414 S WEBSTER AV..14-769 [50-44 - Heating Unit Only (Commercial)] BOILER	TRISTAN LAPORTE	\$70.00	\$7,500.00	Pending
111736	1418 E MASON ST..17-796 [50-45 - Heating Unit Only (Residential)] FURNACE	ERIK J NELSON	\$50.00	\$5,401.00	Pending
111737	572 SPINNAKER LN..21-2219-4 [50-44 - Heating Unit Only (Commercial)] FURNACE	SPINNAKER TOWNHOMES LLC	\$70.00	\$4,067.00	Pending
111738	566 SPINNAKER LN..21-2219-4 [50-44 - Heating Unit Only (Commercial)] FURNACE	SPINNAKER TOWNHOMES LLC	\$70.00	\$4,067.00	Pending
111742	3548 FAYETTE LN..21-5592 [50-45 - Heating Unit Only (Residential)] FURNACE	ANDREA & GREGORY SCHAD	\$50.00	\$6,099.00	Pending
111743	914 THRUSH ST..18-1250 [50-45 - Heating Unit Only (Residential)] FURNACE	PAULA A PRICE	\$50.00	\$5,965.00	Closed
111750	1323 WEISE ST..21-1710 [50-45 - Heating Unit Only (Residential)] FURNACE	THAI & PHAO KEOMANYVONG	\$50.00	\$4,791.00	Pending
111751	3190 WINDLAND DR..21-5272 [50-45 - Heating Unit Only (Residential)] FURNACE	JAMES M GUMTOW	\$50.00	\$8,117.00	Pending
111754	605 WELLAND AV..21-7485 [50-45 - Heating Unit Only (Residential)] FURNACE	KIM L GEURTS	\$50.00	\$5,966.00	Pending
111755	1205 LIVINGSTON ST..21-6246 [50-45 - Heating Unit Only (Residential)] FURNACE	P ROBERT & NANCY JO STRONG	\$50.00	\$6,386.00	Pending
111757	1449 13th AV..1-1695 [50-45 - Heating Unit Only (Residential)] FURNACE	MIRON FAMILY IRREVOCABLE TRUST	\$50.00	\$11,098.00	Pending
111764	1149 11th AV..1-220 [50-45 - Heating Unit Only (Residential)] FURNACE	SHAWNA M & SHAWN T VANITEN	\$50.00	\$6,898.00	Pending
111773	144 N BEDFORD RD..21-8357 [50-49 - Repair/Alter Existing HVAC System (Residential)] GENERATOR	CAPE JAMES F & KAREN M REVOCABLE TRUST OF 2002	\$100.00	\$10,000.00	Pending

111782	3067 JAUQUET DR..21-7083	KATHLEEN A & JIMMY R KENNER	\$50.00	\$10,000.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
111783	333 NORTHERN AV..5-338	LYNN M WAKEFIELD	\$50.00	\$3,850.00	Pending
[50-45 - Heating Unit Only (Residential)] FURNACE					
111786	1621 FRANZ AV..21-1952	JOSE & CHRISTEN L MENDOZA MORALES	\$50.00	\$2,640.00	Pending
[50-45 - Heating Unit Only (Residential)] FURNACE					
111659	1104 11th AV..1-655-A-4	JUDITH M ALBERS, ETAL	\$50.00	\$9,500.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION - REPLACE MIXER VALVE					
111669	2760 LAFAYETTE DR..6H-3337	DAWN M & ALFRED G ROSE	\$50.00	\$3,300.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)] MISC PLUMBING - REPLACE BACKWATER VALVE & INSTALL KITCHEN FAUCET					
111675	1301 S MILITARY AV..6-207	BAY MOTEL & FAMILY RESTAURANT INC	\$30.00	\$5,000.00	Closed
[60-28 - Water Service - Connection/Repair (Commercial)] REPAIR SEWER LATERAL					
111700	519 S ONEIDA ST..2-988	GREEN BAY CITY OF	\$0.00	\$50,000.00	Closed
[60-26 - Water Heater (Commercial)] REPLACING EXISTING WATER HEATER & 2 STORAGE TANKS & 3 TANKLESS HEATERS					
111707	1079 SHAWANO AV..3-228	MORGAN PROPERTY HOLDINGS LLC	\$30.00	\$1,200.00	Closed
[60-27 - Water Heater (Residential)] WATER HEATER					
111712	1176 HARVEY ST..7-732	PAUL VANG	\$30.00	\$5,000.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)] SANITARY SERVICE REPLACEMENT					
111713	1001 MAIN ST..9-39	MAIN STREET GREEN BAY PROPERTIES LLC	\$70.00	\$1,000.00	Pending
[60-24 - Repair/Alter Existing Plumbing System (Commercial)] Minor repairs only - 3 fixtures					
111729	3562 FINGER RD..21-8070	KRAHN PROPERTIES LLC	\$70.00	\$1,500.00	Closed
[60-24 - Repair/Alter Existing Plumbing System (Commercial)] ADDING HANDWASH SINK					
111739	923 W MASON ST..2-525	FRANCISCO & ESTELA PEREZ	\$70.00	\$4,200.00	Pending
[60-26 - Water Heater (Commercial)] WATER HEATER					
111741	2045 HILLSIDE LN..21-2827-H-55	YIA LOR, ETAL	\$50.00	\$4,000.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE					
111744	1031 WILSON AV..18-289	RENEE M VERKUILEN	\$130.00	\$3,900.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
111745	340 MANCHESTER DR..6-2841	ROBERT L & CARLA J DETERVILLE	\$130.00	\$4,550.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
111748	1283 REED ST..3-1045-D	KEVIN D & ELAINE S BUTH	\$130.00	\$4,226.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER					
111753	325 N WASHINGTON ST..12-367	325 NORTH WASHINGTON LLC	\$70.00	\$15,000.00	Closed
[60-26 - Water Heater (Commercial)] WATER HEATER					
111771	1211 BOND ST..5-1313-E-2	TESSA J & SARAH E BREN	\$30.00	\$9,000.00	Pending
[60-29 - Water Service - Connection/Repair (Residential)] SANITARY SEWER REPAIR					
111775	562 CHALLENGER DR..21-6986	SHERRY A HUNTER	\$30.00	\$2,000.00	Closed

[60-29 - Water Service - Connection/Repair (Residential)] WATER SERVICE REPAIR

111256	1138 MAIN ST..14-7	1138 MAIN LLC	\$130.00	\$3,996.58	Pending
[70-1 - Signs - Permanent]					
111337	129 S MILITARY ..6-251-D	MARKET BACELINE LLC	\$90.88	\$4,500.00	Pending
[70-1 - Signs - Permanent] New 2.5' X 14.5' (36.25 sq ft) face lit channel letter sign for Unit O (SalonCentric)					
111568	1719 MAIN ST..21-2304	CRA FAMILY LLC	\$91.14	\$38,800.00	Pending
[70-1 - Signs - Permanent] Replacing a 36.5 sf reader board with 36.5 sf emc at Philly's and York/Egg Yolk Cafe along Main Street					
111702	2970 WALKER DR..21-161-4	PAUL SHERIDAN	\$82.40	\$1,000.00	Pending
[70-1 - Signs - Permanent] 8 SF awning sign for Nexxa					
111765	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	\$128.00	\$19,965.54	Pending
[70-1 - Signs - Permanent] Install two new 12 X 2.5' (30 sq ft) emergency/urgent care signs on canopy at south side of building.					
Totals: 166 projects			\$48,127.96	\$9,632,645.41	

Summary of Projects Issued

2/1/2023 to 2/28/2023

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	1	1	2	1	1	1	1	1	\$860.02	\$200,000.00
2 Residential - Alteration - 1 -2 Family House	24	1	15	24	17	6	13	0	\$5,127.77	\$675,391.00
4 Residential - Alteration - Garage or carport or Shed	1	0	1	1	0	0	0	0	\$75.00	\$2,600.00
7 Deck, Porch, Patio, Ramp (Residential)	4	1	3	4	0	0	0	0	\$300.00	\$20,763.00
8 Subdivision (Erosion control, Fill, Excavation)(Residential)	1	1	1	0	0	0	1	1	\$5,160.00	\$400,000.00
11 Driveway Replacement and/or Expansion (Residential)	5	0	0	5	0	0	0	0	\$250.00	\$85,567.00
11 Fence (Residential)	8	0	0	8	0	0	0	0	\$400.00	\$62,814.29
11 Foundation Repair (Residential)	10	0	0	10	0	0	1	0	\$580.00	\$155,439.00
11 Garage/Carport/Shed (residential)	5	1	1	5	2	0	0	0	\$550.00	\$17,221.00
11 Swimming Pool (Residential)	1	0	0	1	1	0	0	0	\$100.00	\$1.00
30 Commercial - New - 5 or More Family Building	2	0	3	2	2	2	2	0	\$14,526.10	\$3,090,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	6	0	7	6	5	3	4	0	\$11,219.89	\$2,191,958.00
34 Cell Tower - Alteration to Existing (Commercial)	3	0	0	3	3	0	0	0	\$420.00	\$84,000.00
34 Change of Use (Commercial)	1	1	1	1	0	0	0	0	\$280.00	\$0.00
34 Fence (Commercial)	2	0	0	2	0	0	0	0	\$210.00	\$4,000.00
34 Fire Protection Sprinkler (Commercial)	1	0	1	1	0	0	0	0	\$300.00	\$480,000.00
34 Roofing (Commercial)	3	0	0	3	0	0	0	0	\$420.00	\$39,000.00
34 Shed, Yard Building (Commercial)	1	1	0	1	0	0	0	0	\$127.76	\$20,000.00
34 Temporary Office/Trailer/Event (Commercial)	1	0	0	1	0	0	0	0	\$25.00	\$25.00
34 Z - Misc Project Not Listed (Commercial)	1	1	3	1	1	1	1	1	\$2,084.00	\$1,500,000.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$1,000.00
40 Electrical Service - Change (Residential)	4	0	0	0	4	0	0	0	\$200.00	\$15,620.00
40 Electrical Service - Repair (Residential)	2	0	0	0	2	0	0	0	\$100.00	\$401.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	5	0	0	0	5	1	0	0	\$200.00	\$22,140.00
40 New Electrical System (Residential)	1	0	0	0	1	1	0	0	\$100.00	\$10,322.00
50 Heating and Air Conditioning Units (Commercial)	1	0	0	0	0	1	0	0	\$140.00	\$22,500.00
50 Heating and Air Conditioning Units (Residential)	8	0	0	0	0	8	0	0	\$400.00	\$95,375.00
50 Heating Unit Only (Commercial)	8	0	0	0	0	8	0	0	\$560.00	\$62,243.00
50 Heating Unit Only (Residential)	30	0	0	0	0	30	0	0	\$1,500.00	\$151,124.00
50 Repair/Alter Existing HVAC System (Residential)	4	0	0	0	3	4	0	0	\$350.00	\$31,503.00
60 Repair/Alter Existing Plumbing System (Commercial)	2	0	0	0	0	0	2	0	\$140.00	\$2,500.00
60 Repair/Alter Existing Plumbing System (Residential)	6	0	0	3	0	0	6	0	\$540.00	\$29,476.00
60 Water Heater (Commercial)	3	0	0	0	1	0	3	0	\$140.00	\$69,200.00
60 Water Heater (Residential)	1	0	0	0	0	0	1	0	\$30.00	\$1,200.00
60 Water Service - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$5,000.00
60 Water Service - Connection/Repair (Residential)	3	0	0	0	0	0	3	0	\$90.00	\$16,000.00
70 Signs - Permanent	5	5	0	5	0	0	0	0	\$522.42	\$68,262.12

Totals:	166	13	38	88	49	66	39	3	\$48,127.96	\$9,632,645.41
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**RESOLUTION REGARDING VACATION
OF AN UNIMPROVED PUBLIC RIGHT-OF-WAY
SOUTHERN PORTIONS OF EAST SHORE DRIVE
(SV 22-01)**

January 17, 2023

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 Kalcik Ave., Raphael St., 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 Kalcik Ave., Raphael St., 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 January 17, 2023 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

Attachments (legal description and map)

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: 21-1062 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: 21-1062, 21-1040, 21-1018, 21-996, 21-972 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: 21-1062.

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: 21-1018 and 21-1040.

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: 21-1018 and 21-996.

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: 21-996 and 21-972.

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);

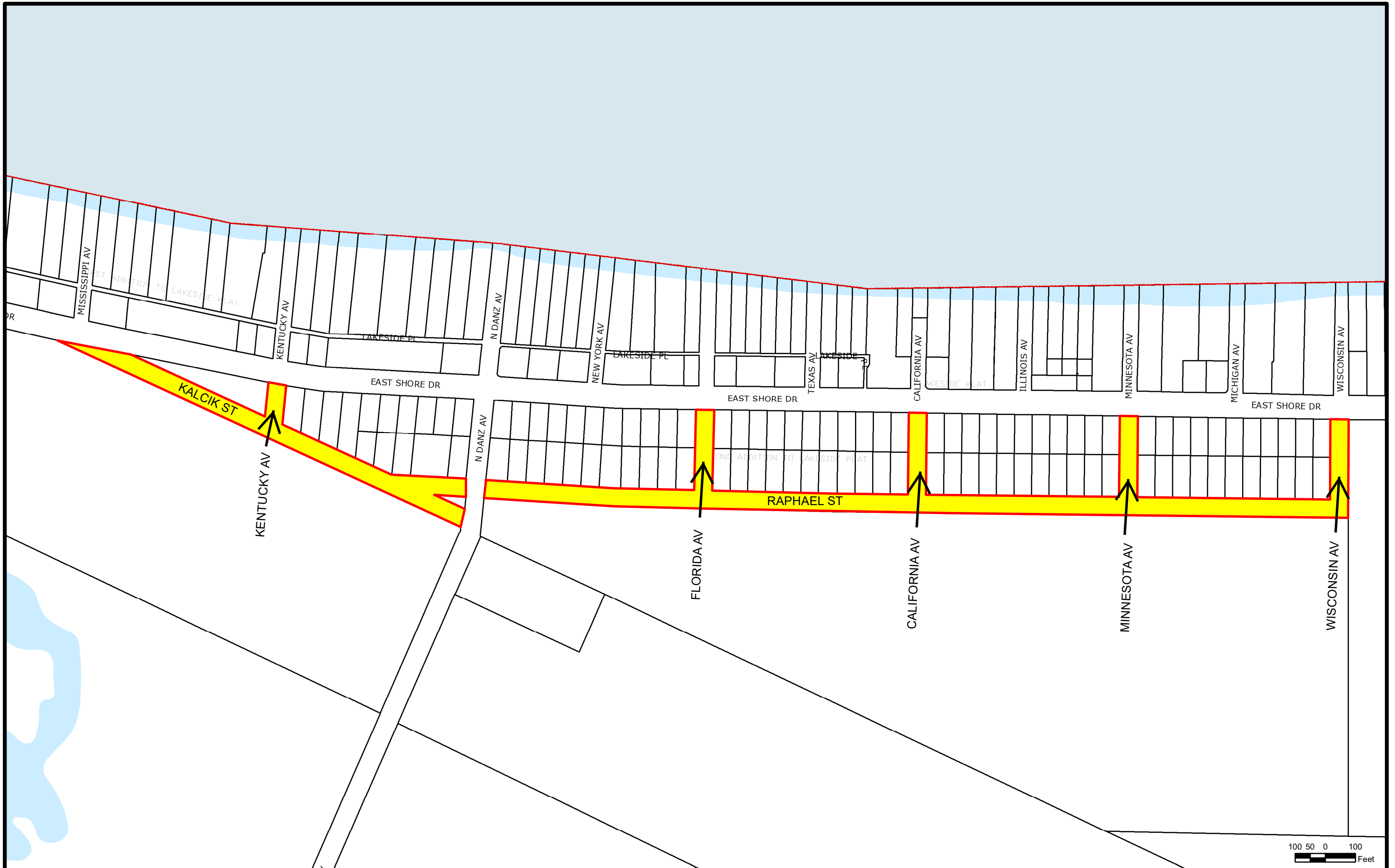
thence S89°-32'-57"E, 60.00 feet along said south right-of-way line of East Shore Drive, to the east right-of-way line of Wisconsin Avenue (also being the east line of said Second Addition to Lakeside Plat);

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;

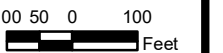
thence N89°-19'-59"W, 60.00 feet along the north right-of-way line of Raphael Street, to the point of beginning.

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



 = STREET R/W TO BE VACATED



**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
March 7, 2023**

ASPHALT PAVEMENT

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

BERNER STREET – N. Irwin Avenue to N. Webster Avenue

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at six and one-half percent (6.5%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Service Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2023

Approved _____, 2023

Mayor

ATTEST:

City Clerk

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 7, 2023**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 15th day of February, 2023, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

S. OAKLAND AVENUE – Howard Street to Seymour Court

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of six and one half percent (6.50%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2023

Approved _____, 2023

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 7, 2023**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 15th day of February, 2023, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

FINGER ROAD – Superior Road to Challenger Drive

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of six and one half percent (6.50%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2023

Approved _____, 2023

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 7, 2023**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 15th day of February, 2023, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

S. VAN BUREN STREET – E. Mason Street to Stuart Street

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of six and one half percent (6.50%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2023

Approved _____, 2023

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 7, 2023**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 15th day of February, 2023, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

SCHOOL PLACE – Oak Street to 13th Avenue

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of six and one half percent (6.50%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2023

Approved _____, 2023

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 7, 2023**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 1st day of March, 2023, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

S. MAPLE AVENUE – Ninth Street to North Termini

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of six and one half percent (6.50%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2023

Approved _____, 2023

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT RESURFACING IMPROVEMENTS AND
LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY
March 7, 2023**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 1st day of March 2023, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portion of streets:

**BROSIG STREET – Manitowoc Road to Pecan Street
VICTORIA STREET – Amy Street to East Mason Street
HEYRMAN STREET – Cass Street to East Mason Street
HEYRMAN STREET – East Mason Street to Kimball Street
NICOLET AVENUE – West Mason Street to St. Paul Street
GEORGE STREET – Cass Street to East Mason Street**

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement and Services Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvements in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of six and one half percent (6.50%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2023

Approved: _____, 2023

Mayor

ATTEST:

City Clerk

law

**RESOLUTION TO ACCEPT 2022 SIDEWALKS
AND ISSUE ASSESSMENTS – PART 1
March 7, 2023**

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

That the following sidewalks built on the following streets by Al Dix Concrete, Inc., under its contract duly awarded on June 23, 2022, be and are hereby accepted and that the City Clerk be and is hereby instructed to give the usual thirty (30) days notice relative to the payment of said sidewalks.

AND, BE IT FURTHER RESOLVED, that the City Clerk be and is hereby instructed to issue certificates payable to the City of Green Bay against the abutting property according to the final assessments on file, and a schedule of assessments shall be payable annually extending for a period not to exceed five (5) years at an interest rate of three and seventy five hundredths of a percent (3.75%) per annum, and shall be charged to the particular property against which assessments have been made.

Adopted _____, 2023

Approved _____, 2023

Mayor

ATTEST:

City Clerk

skc

SPAS-CouncilResolution

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
12140						
DISTRICT	21-107-4	GREEN BAY CITY OF CITY OF GREEN BAY CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006	2675 NEWBERRY AVE THAT PRT OF PCL A OF 2 CSM 421 LYG NLY OF NEWBERRY AVE BNG PRT OF SE1/4 SEC 4 T23N R21E	75.00 Sq Ft @ 475.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	900.00 5230.50
2						6130.50
			Parcel Total Charges			
DISTRICT	21-5930	JORGE A RODRIGUEZ SANTOS 340 GLACIER DR GREEN BAY WI 54302	340 GLACIER DR ORCHARD SUBD #2 LOT 7	302.50 Sq Ft @	11.00 Sq/Ft	3327.50
2						3327.50
			Parcel Total Charges			
DISTRICT	21-5980	IBOLYA & JASON KESSENICH 2607 NEWBERRY AVE GREEN BAY WI 54302	2607 NEWBERRY AVE THE AUSTRIAN ESTATES FIRST ADDN LOT 41	458.00 Sq Ft @	11.00 Sq/Ft	5038.00
2						5038.00
			Parcel Total Charges			
DISTRICT	21-5981	JENNIFER L & LILY M JONES 2611 NEWBERRY AVE GREEN BAY WI 54302	2611 NEWBERRY AVE THE AUSTRIAN ESTATES FIRST ADDN LOT 42	226.95 Sq Ft @	11.00 Sq/Ft	2496.45
2						2496.45
			Parcel Total Charges			
DISTRICT	21-5982	SCARLETT A STEVENS 2615 NEWBERRY AVE GREEN BAY WI 54302-4300	2615 NEWBERRY AVE THE AUSTRIAN ESTATES FIRST ADDN LOT 43	23.50 Sq Ft @ 151.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	282.00 1661.00
2						1943.00
			Parcel Total Charges			
DISTRICT	21-5983	PHETSAKONE & SENGALY SOUKAPHALY 2621 NEWBERRY AVE GREEN BAY WI 54302-4300	2621 NEWBERRY AVE THE AUSTRIAN ESTATES FIRST ADDN LOT 44	71.50 Sq Ft @	11.00 Sq/Ft	786.50
2						786.50
			Parcel Total Charges			
DISTRICT	21-5985	MATTHEW J WELLER & MOLLY A ROCKSTROH TRUST OF 2017 2645 NEWBERRY AVE GREEN BAY WI 54302	2645 NEWBERRY AVE THE AUSTRIAN ESTATES FIRST ADDN LOT 46	126.00 Sq Ft @	11.00 Sq/Ft	1386.00
2						1386.00
			Parcel Total Charges			
DISTRICT	21-82-11	ROBERT L & SHIRLEY L BLASKOWSKI 2557 NEWBERRY AVE GREEN BAY WI 54302-4319	2557 NEWBERRY AVE THAT PRT OF W 1/2 OF NE 1/4 SEC 4 T23N R21E DESC IN 707 R 498	28.00 Sq Ft @ 73.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	336.00 803.00
2						1139.00
			Parcel Total Charges			

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	21-82-13	JAMES R BANIA	327 SWISS HILL DR			
2		327 SWISS HILL DR GREEN BAY WI 54302-4325	PART OF THE W 1/2 NE 1/4 SEC 4 T23N R21E AS DES IN 687 R 31 EX J1361-38			
				49.50 Sq Ft @	11.00 Sq/Ft	544.50
			Parcel Total Charges			544.50
DISTRICT	21-82-26	EFREN AYON	2559 NEWBERRY AVE			
2		2559 NEWBERRY AVE GREEN BAY WI 54302	LOT 1 VOL 7 CSM PAGE 215 MAP 1757 IN 896263			
				47.00 Sq Ft @	11.00 Sq/Ft	517.00
			Parcel Total Charges			517.00
DISTRICT	21-83-3	LOIS A ADAMSON LIVING TRUST OF 2007	345 GLACIER DR			
2		345 GLACIER DR GREEN BAY WI 54302	LOT 2 VOL 6 CSM PAGE 63 MAP 1456 IN 827634			
				224.00 Sq Ft @	11.00 Sq/Ft	2464.00
			Parcel Total Charges			2464.00
DISTRICT	21-83-7	ROY A CAMPBELL	2583 NEWBERRY AVE			
2		2585 NEWBERRY AV GREEN BAY WI 54302-4315	LOT 1 VOL 6 CSM PAGE 323			
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
				327.00 Sq Ft @	11.00 Sq/Ft	3597.00
			Parcel Total Charges			3897.00
DISTRICT	21-83-8	WILLIAM W & MARY M DUNSMOOR	2593 NEWBERRY AVE			
2		2593 NEWBERRY AVE GREEN BAY WI 54302-4315	LOT 2 OF 6 CSM 323 BNG PRT OF NE1/4 SEC 4 T23N R21E			
				92.00 Sq Ft @	11.00 Sq/Ft	1012.00
			Parcel Total Charges			1012.00
DISTRICT	21-1179-5	ALEJANDRO PLASCENCIA	364 BADER ST			
3		364 BADER ST GREEN BAY WI 54302-3346	PRT GOVT LOT 4 S5 T23N R21E COM INSECTN S LINE HILLVIEW DR & W LINE BADER ST TH S 1 DEG 1 MIN W 117.25 FT TO BEG TH WLY 118.98 FT S 0 DEG 31 MIN W 57.75 FT ELY 118.47 FT N 1 DEG 01 MIN E 57.75 FT TO BEG			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT	21-1180-2	CRAIG S & DEBORAH L BERNARDE	1912 HILLVIEW DR			
3		1912 HILLVIEW DR GREEN BAY WI 54302-3326	PRT GOVT LOT 3 S5 T23N R21E COM NW COR LOT 1 PIERQUETS SUBD TH S 110.52 FT N 84 DE G 27 MIN 30 SEC W 69 FT N 0 DEG 31 MIN E 110.43 FT S 84 DEG 27 MIN 30 SEC E 68 FT TO BEG			
				17.00 Sq Ft @	12.00 Sq/Ft	204.00
				46.00 Sq Ft @	11.00 Sq/Ft	506.00
			Parcel Total Charges			710.00
DISTRICT	21-1299	WATERMOLEN DEVELOPMENT LLC	1783 MAIN ST			
3		3746 TRESTLE RD GREEN BAY WI 54311	ASTORS SUBD OF PC 3 TO 7 ESFR PART LOT 6 COM NE COR TH SLY ALG E/L TO C/L MANIT RD TH NWLY ALG C/L 183 FT TH NELY TO BEG & PART DESC IN 351 D 661 EX 351 D 660 & EX ST & EX 1692159 FOR ST			
				246.20 Sq Ft @	12.00 Sq/Ft	2954.40
			Parcel Total Charges			2954.40

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 3	21-1300	AUTOZONE INC AUTOZONE #1955 DEPT 8088 PO BOX 2198 MEMPHIS TN 38101-2198	1761 MAIN ST ASTORS SUBD OF PC 3 TO 7 ESFR PART LOT 6 COM NE COR N64* W 1.3894 CHAINS TO BEG S50*24'6.77"W 6.3227 CHAINS TO C/L RD NWLY ALG C/L 2.3989 CHAINS N51*58'39.82" E TO N/L SELY TO BEG EX ST & EX ST IN 1692157 AS COR- RECTED IN AFFID 1734114			
				143.50 Sq Ft @	12.00 Sq/Ft	1722.00
			Parcel Total Charges			1722.00
DISTRICT 3	21-1301	JOHNSON FAMILY TRUST THE GLORIAN JOHNSON C/O STEVE JOHNSON 2728 48TH AVE SW SEATTLE WA 98116-2902	1749 MAIN ST SW ASTORS SUBD OF PC 3 TO 7 ESFR PART OF LOTS 5 & 6 COM NW COR LOT 6 ELY ALG N LINE 125.53 FT TO BEG S63*22'W 224.95 FT TO C/L RD SELY ALG C/L 70 FT N63*22'E TO N/L LOT 6 WLY TO BEG & PART OF LOTS 5 & 6 COM N/L 30.97 W OF NE CORN LOT 5 TH ELY ON N/L 156.50 FT S63*22' W 224.95 FT NWLY ALG RD TO PT S63*22'W OF BEG NELY TO BEG EX PCL A OF 2 CSM 251 & EX ST IN 1587650			
				38.80 Sq Ft @	11.00 Sq/Ft	426.80
			Parcel Total Charges			426.80
DISTRICT 3	21-1301-1	JOHNSON FAMILY TRUST THE GLORIAN JOHNSON C/O STEVE JOHNSON 2728 48TH AVE SW SEATTLE WA 98116-2902	1757 MAIN ST SW ASTORS SUBD OF PC 3 TO 7 ESFR COM NE COR LOT 6 N64*W 3.4816 CHS TO BEG S51*8' 39.82 SEC W 326.05 FT TO C/L RD NWLY ALG RD 122.05 FT N63*22'E TO N/L LOT 6 S64*E TO BEG EX SELY 20 FT & EX ST & EX ST IN 1587650			
				78.20 Sq Ft @	11.00 Sq/Ft	860.20
			Parcel Total Charges			860.20
DISTRICT 3	21-1315	PEK INVESTMENTS LLC 1803 MAIN ST GREEN BAY WI 54302	1803 MAIN ST ASTORS SUBD OF PC 3 TO 7 ESFR PART LOT 7 COM SW COR N26*E 1187.84 FT S64*E 30 FT TO BEG N26*E 150 FT S64*E 50 FT S26*W 197.86 FT NWLY ALG RD 69.22 FT TO BEG ALSO 5 FT STRIP ALG WLY/L DESC IN 373 D 160 EX HWY & EX J05670-45 FOR ST & EX ST IN 1692160			
				41.30 Sq Ft @	11.00 Sq/Ft	454.30
				129.20 Sq Ft @	11.00 Sq/Ft	1421.20
				157.30 Sq Ft @	11.00 Sq/Ft	1730.30
			Parcel Total Charges			3605.80
DISTRICT 3	21-1323-1	NORTH SHORE BANK FSB NORTH SHORE BANK FSB ATTN JOHN UDVARE 15700 W BLUEMOUND RD BROOKFIELD WI 53005-6024	1901 MAIN ST LOT 1 OF 61 CSM 246 BNG PRT OF LOTS 7 & 8 OF ASTORS SUBD OF PC 3- 7 ESFR			
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
				124.50 Sq Ft @	11.00 Sq/Ft	1369.50
DISTRICT 3	21-1323-3	WHITTEN PROPERTIES LLC DRM INC 5324 N 134TH AV OMAHA NE 68164	1911 MAIN ST LOT 2 OF 61 CSM 246 BNG PRT OF LOT 8 OF ASTORS SUBD OF PC 3-7 ESFR & BNG PRT OF LOTS 43 & 44 OF FIRST ADDN TO ST BERNARD HEIGHTS			
				29.00 Sq Ft @	12.00 Sq/Ft	348.00
			Parcel Total Charges			1669.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
				249.00 Sq Ft @	11.00 Sq/Ft	2739.00
			Parcel Total Charges			3087.00
DISTRICT	21-1323-4	SUNQUEST LLC	1931 MAIN ST			
3		7502 JACKSON BEND RD LOT 43 LENOIR CITY TN 37772	LOT 3 OF 61 CSM 246 MAP 8669 IN 2745305 BNG PRT OF LOT 8 OF ASTORS SUBD OF PC 3-7 ESFR & BNG PRT OF LOT 43 OF FIRST ADDN TO ST BERNARD HEIGHTS			
				77.00 Sq Ft @	12.00 Sq/Ft	924.00
				463.00 Sq Ft @	11.00 Sq/Ft	5093.00
			Parcel Total Charges			6017.00
DISTRICT	21-1325-3	GREEN BAY C LLC	1831 MAIN ST			
3		1726 N BALLARD RD APPLETON WI 54911-2444	LOT 2 OF 57 CSM 357 BNG PRT OF LOTS 7 & 8 OF ASTORS SUBD OF PC 3-7 ESFR & ALL OF LOTS 5 & 6 BLK 2 OF HILLSIDE ADDN			
				102.00 Sq Ft @	11.00 Sq/Ft	1122.00
			Parcel Total Charges			1122.00
DISTRICT	21-1328-1	HART FAMILY TRUST ATTN WALGREEN CO PO BOX 1159 DEERFIELD IL 60015	1995 MAIN ST			
3			LOT 2 OF 40 CSM 183 MAP 6093 IN 1741413 BNG PRT OF LOTS 9 & 10 ASTOR SUBD OF PC 3 TO 7 ESFR			
				199.00 Sq Ft @	11.00 Sq/Ft	2189.00
				225.50 Sq Ft @	12.00 Sq/Ft	2706.00
			Parcel Total Charges			4895.00
DISTRICT	21-1347	MADCO LLC COREY J VAN GROLL 632 N WISCONSIN ST DE PERE WI 54115	1785 EDISON ST			
3			LOTS 1 & 2 OF 7 CSM 5 MAP 1663 IN 875741 BNG PRT OF LOT 22 OF ASTORS SUB OF PC 3 TO 7 ESFR			
				424.00 Sq Ft @	11.00 Sq/Ft	4664.00
			Parcel Total Charges			4664.00
DISTRICT	21-1351	BARLEYS REAL ESTATE HOLDINGS LLC	846 LIME KILN RD			
3		846 LIME KILN RD GREEN BAY WI 54302-3808	ASTORS SUBD OF PC 3 TO 7 E 1 SQ A IN NE COR OF S 1/2 LOT 24 LYG W OF RD 1A			
				50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT	21-1875-1	BONITA M ALLEN	344 HUTH ST			
3		344 HUTH ST GREEN BAY WI 54302-3356	GREILING REALTY COS PLAT OF OAKDALE SLY 100 FT OF LOTS 39 & 40 LYG W OF HUTH ST			
				16.00 Sq Ft @	11.00 Sq/Ft	176.00
			Parcel Total Charges			176.00
DISTRICT	21-1877	DIANE M PERRY	335 HUTH ST			
3		335 HUTH ST GREEN BAY WI 54302-3352	GREILING REALTY COS PLAT OF OAKDALE LOT 41 EX SLY 125 FT			
				21.30 Sq Ft @	11.00 Sq/Ft	234.30
				126.00 Sq Ft @	11.00 Sq/Ft	1386.00
			Parcel Total Charges			1620.30
DISTRICT	21-1877-1	GREGORY M & RAEANN J SIGMUND	345 HUTH ST			
3		345 HUTH ST GREEN BAY WI 54302	GREILING REALTY COS PLAT OF OAKDALE SLY 125 FT OF LOT 41			
				29.90 Sq Ft @	12.00 Sq/Ft	358.80

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
				48.50 Sq Ft @	11.00 Sq/Ft	533.50
			Parcel Total Charges			892.30
DISTRICT	21-1879	JOAN M HAFEMAN	1925 HILLVIEW DR			
3		1925 HILLVIEW DR GREEN BAY WI 54302-3325	GREILING REALTY COS PLAT OF OAKDALE LOT 43 EX N 131.05 FT			
				63.00 Sq Ft @	11.00 Sq/Ft	693.00
			Parcel Total Charges			693.00
DISTRICT	21-1882-1	THOMAS G & DEBRA L VANRENS	1945 HILLVIEW DR			
3		1945 HILLVIEW DR GREEN BAY WI 54302-3325	THAT PRT OF GREILING REALTY COMPANIES PLAT OF OAKDALE LOTS 46 & 47 AS DESC IN 371-D-386			
				26.50 Sq Ft @	12.00 Sq/Ft	318.00
				205.00 Sq Ft @	11.00 Sq/Ft	2255.00
			Parcel Total Charges			2573.00
DISTRICT	21-1883	RADUE BARBARA C SURVIVORS TRUST	1951 HILLVIEW DR			
3		BARBARA RADUE 1951 HILLVIEW DR GREEN BAY WI 54302-3325	THAT PRT OF GREILING REALTY COMPANIES PLAT OF OAKDALE LOTS 46 & 47 AS DESC IN 354 D 279			
				55.50 Sq Ft @	12.00 Sq/Ft	666.00
				64.00 Sq Ft @	11.00 Sq/Ft	704.00
			Parcel Total Charges			1370.00
DISTRICT	21-1885	CLAUDIA RODRIGUEZ SANTOS	1955 HILLVIEW DR			
3		1955 HILLVIEW DR GREEN BAY WI 54302	GREILING REALTY COS PLAT OF OAKDALE LOT 49 EX N 1/2			
				7.00 Sq Ft @	11.00 Sq/Ft	77.00
			Parcel Total Charges			77.00
DISTRICT	21-1886	EMILY J & CLINT M KEMPER	1967 HILLVIEW DR			
3		1967 HILLVIEW DR GREEN BAY WI 54302-3325	GREILING REALTY CO'S PLAT OAKDALE LOT 50 EX NLY 137 FT THEREOF AND THE W 5 FT OF LOT 51 EXC THE NLY 177 FT THEREOF			
				18.00 Sq Ft @	11.00 Sq/Ft	198.00
				85.50 Sq Ft @	12.00 Sq/Ft	1026.00
			Parcel Total Charges			1224.00
DISTRICT	21-1888-1	JENNIFER KUETHER	2011 HILLVIEW DR			
3		2011 HILLVIEW DR GREEN BAY WI 54302	GREILING REALTY COS PLAT OF OAKDALE S 1/2 OF LOT 52			
				40.00 Sq Ft @	11.00 Sq/Ft	440.00
			Parcel Total Charges			440.00
DISTRICT	21-1889	ELIZABETH AMBER & TYLER JOSEPH MAURER	2017 HILLVIEW DR			
3		2017 HILLVIEW DR GREEN BAY WI 54302	GREILING REALTY COS PLAT OF OAKDALE LOT 53 EX N 1/2			
				173.00 Sq Ft @	11.00 Sq/Ft	1903.00
			Parcel Total Charges			1903.00
DISTRICT	21-1890-1	EDUIN O GAITAN BANEGAS	2019 HILLVIEW DR			
3		2019 HILLVIEW DR GREEN BAY WI 54302	GREILING REALTY COS PLAT OF OAKDALE S 152.50 FT OF LOT 54			
				163.00 Sq Ft @	11.00 Sq/Ft	1793.00
			Parcel Total Charges			1793.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 3	21-1892-1	MARGARET A HOFFEL 2031 HILLVIEW DR GREEN BAY WI 54302-3327	2031 HILLVIEW DR GREILING REALTY COS PLAT OF OAKDALE THE SLY 135 FT OF LOT 56	25.50 Sq Ft @	12.00 Sq/Ft	306.00 306.00
			Parcel Total Charges			
DISTRICT 3	21-1893-1	GERALDINE M DITTMER 2039 HILLVIEW DR GREEN BAY WI 54302-3327	2039 HILLVIEW DR GREILING REALTY COS PLAT OF OAKDALE S 1/2 OF LOT 57	25.50 Sq Ft @	11.00 Sq/Ft	280.50 280.50
			Parcel Total Charges			
DISTRICT 3	21-1895	KEVIN R LARDINOIS 2051 HILLVIEW DR GREEN BAY WI 54302-3327	2051 HILLVIEW DR GREILING REALTY COS PLAT OF OAKDALE LOT 59 EX N 1/2	69.50 Sq Ft @	11.00 Sq/Ft	764.50 764.50
			Parcel Total Charges			
DISTRICT 3	21-1896	APOLONIO & ANA FRANCISCA SANCHEZ GONZALEZ 2057 HILLVIEW DR GREEN BAY WI 54302	2057 HILLVIEW DR GREILING REALTY COS PLAT OF OAKDALE S 50 FT OF LOTS 60 & 61	49.00 Sq Ft @	11.00 Sq/Ft	539.00 539.00
			Parcel Total Charges			
DISTRICT 3	21-2036-L-11	MICHAEL & AMY MCGOWAN 1931 ERMA DR GREEN BAY WI 54302	1931 ERMA DR HILLSIDE ADDN LOT 11 BLK 1	45.50 Sq Ft @	11.00 Sq/Ft	500.50 500.50
			Parcel Total Charges			
DISTRICT 3	21-2036-L-14	JOSE MIGUEL PATINO, ETAL 1932 ERMA DR GREEN BAY WI 54302-3913	1932 ERMA DR HILLSIDE ADDN LOT 2 BLK 2	25.00 Sq Ft @ 30.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	275.00 360.00 635.00
			Parcel Total Charges			
DISTRICT 3	21-2036-L-15	STEPHEN K HONZIK 1926 ERMA DR GREEN BAY WI 54302-3913	1926 ERMA DR HILLSIDE ADDN LOT 3 BLK 2	23.50 Sq Ft @ 79.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	282.00 874.50 1156.50
			Parcel Total Charges			
DISTRICT 3	21-2036-L-16	MONICA P & SERGIO GALINDO 1918 ERMA DR GREEN BAY WI 54302	1918 ERMA DR HILLSIDE ADDN LOT 4 BLK 2	15.50 Sq Ft @ 76.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	186.00 836.00 1022.00
			Parcel Total Charges			

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 3	21-2036-L-2	VANGHEEM JOEL P REVOCABLE TRUST JOEL P VAN GHEEM 781 W CAROB WY CHANDLER AZ 85248	1932 HILLSIDE LN HILLSIDE ADDN LOT 2 BLK 1			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT 3	21-2036-L-7	KB PROPERTIES LLP 808 DERBY LN GREEN BAY WI 54301-2333	449 HUTH ST HILLSIDE ADDN LOT 7 BLK 1			
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
				80.00 Sq Ft @	11.00 Sq/Ft	880.00
			Parcel Total Charges			1180.00
DISTRICT 3	21-2036-L-8	BERGMAN IRREVOCABLE REAL ESTATE TRUST 1911 ERMA DR GREEN BAY WI 54302-3912	1911 ERMA DR HILLSIDE ADDN LOT 8 & W 4 F T OF LOT 9 BLK 1			
				75.50 Sq Ft @	11.00 Sq/Ft	830.50
			Parcel Total Charges			830.50
DISTRICT 3	21-2301	FERNANDO J & MARIA G HERNANDEZ, ETAL 1731 MAIN ST GREEN BAY WI 54302	1731 MAIN ST NEWBERRYS SUBD #2 THAT PRT OF LOT 15 COM INSECTN S/L & C/L OF RD NLY ALG C/L 171.2 FT N84*18'10"E 202.65 FT S15*36'40"E 284 FT NLY ALG S/L 224.24 FT TO BEG EX 231 D 472 & EX J10215-09 & EX ST IN 1692147 CORRECTED BY AFFID 1734110 & PRT IN 2244025			
				106.40 Sq Ft @	12.00 Sq/Ft	1276.80
				110.00 Sq Ft @	11.00 Sq/Ft	1210.00
				238.00 Sq Ft @	11.00 Sq/Ft	2618.00
				437.20 Sq Ft @	12.00 Sq/Ft	5246.40
			Parcel Total Charges			10351.20
DISTRICT 3	21-2301-1	TAQUERIA MALDONADOS MAIN STREET LLC 2436 HEATHER RD GREEN BAY WI 54311	1737 MAIN ST NEWBERRYS SUBD #2 PRT OF LOT 15 AS DESC IN 231 D 472 EX 595 R 566 & BNG PRT OF LOT 5 ASTORS SUBD OF PC 3-7 ESFR AS DESC IN 595 R 561 & PCL A OF 2 CSM 251 MAP 475 IN 650177 BNG PRT OF SAID LOT 15 & BNG PRT OF LOTS 5 & 6 OF ASTORS SUBD OF PC 3-7 ESFR EX ST IN 1692148 & EX ST IN 1692149 & EX 2244025			
				96.60 Sq Ft @	12.00 Sq/Ft	1309.00
				119.00 Sq Ft @	11.00 Sq/Ft	1159.20
			Parcel Total Charges			2468.20
DISTRICT 3	21-2445-P-1	SCHIERL PAUL J TRUST PAUL J SCHIERL 111 N WASHINGTON ST #450 GREEN BAY WI 54301	1922 HILLVIEW DR PIERQUETS SUBD LOT 1			
				23.50 Sq Ft @	11.00 Sq/Ft	258.50
			Parcel Total Charges			258.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 3	21-2445-P- 10	KAYLA M PASTERSKI, ETAL KAYLA M PATERSKI 2010 HILLVIEW DR GREEN BAY WI 54302-3328	2010 HILLVIEW DR PIERQUETS SUBD LOT 10	62.50 Sq Ft @	11.00 Sq/Ft	687.50
			Parcel Total Charges			687.50
DISTRICT 3	21-2445-P- 11	GERALD & LISA LUCKMANN 2016 HILLVIEW DR GREEN BAY WI 54302-3328	2016 HILLVIEW DR PIERQUETS SUBD LOT 11	91.50 Sq Ft @	11.00 Sq/Ft	1006.50
			Parcel Total Charges			1006.50
DISTRICT 3	21-2445-P- 12	MICHAEL L CAROL V LORITZ 2024 HILLVIEW DR GREEN BAY WI 54302-3328	2024 HILLVIEW DR PIERQUETS SUBD LOT 12	47.00 Sq Ft @	11.00 Sq/Ft	517.00
			Parcel Total Charges			517.00
DISTRICT 3	21-2445-P- 13	JULIE L & STEVEN R CLAYTON, ETAL LOIS CLAYTON LE 2032 HILLVIEW DR GREEN BAY WI 54302-3328	2032 HILLVIEW DR PIERQUETS SUBD LOT 13	56.40 Sq Ft @ 101.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	676.80 1111.00
			Parcel Total Charges			1787.80
DISTRICT 3	21-2445-P- 15	RICK & SALLY MASON 2044 HILLVIEW DR GREEN BAY WI 54302-3328	2044 HILLVIEW DR PIERQUETS SUBD LOT 15	125.50 Sq Ft @	11.00 Sq/Ft	1380.50
			Parcel Total Charges			1380.50
DISTRICT 3	21-2445-P- 16	EARL R PETERSON & NANCY L PETERSON & AMANDA L DEGREEF & KEVIN M DEGREEF 2827 CASTLE HILL LN GREEN BAY WI 54302	2048 HILLVIEW DR PIERQUETS SUBD LOT 16	50.50 Sq Ft @ 51.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	555.50 612.00
			Parcel Total Charges			1167.50
DISTRICT 3	21-2445-P- 17	MARLENE E VANDENELZEN MARLENE VANDEN ELZEN 2055 ZEISE AVE GREEN BAY WI 54302-3341	2055 ZEISE AVE PIERQUETS SUBD #2 LOT 17	30.00 Sq Ft @	11.00 Sq/Ft	330.00
			Parcel Total Charges			330.00
DISTRICT 3	21-2445-P- 19	RANDALL G LARDINOIS 4440 ROCK LN NEW FRANKEN WI 54229	2041 ZEISE AVE PIERQUETS SUBD #2 LOT 19	25.00 Sq Ft @ 50.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	275.00 600.00
			Parcel Total Charges			875.00

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DISTRICT 3	21-2445-P-2	RITA A SKALECKI 1926 HILLVIEW DR GREEN BAY WI 54302	1926 HILLVIEW DR PIERQUETS SUBD LOT 2	24.50 Sq Ft @	12.00 Sq/Ft	294.00
			Parcel Total Charges			294.00
DISTRICT 3	21-2445-P-21	RUBEN & OLIVIA VILLALOBOS RODRIGUEZ 2029 ZEISE AVE GREEN BAY WI 54302	2029 ZEISE AVE PIERQUETS SUBD #2 LOT 21	72.00 Sq Ft @ 75.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	864.00 830.50
			Parcel Total Charges			1694.50
DISTRICT 3	21-2445-P-22	SANDRA A MARKOWSKI 2025 ZEISE AVE GREEN BAY WI 54302-3341	2025 ZEISE AVE PIERQUETS SUBD #2 LOT 22	33.00 Sq Ft @	12.00 Sq/Ft	396.00
			Parcel Total Charges			396.00
DISTRICT 3	21-2445-P-24	MARTHA CUEVAS ROSALES 2011 ZEISE AVE GREEN BAY WI 54302-3341	2011 ZEISE AVE PIERQUETS SUBD #2 LOT 24	50.00 Sq Ft @ 50.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	600.00 555.50
			Parcel Total Charges			1155.50
DISTRICT 3	21-2445-P-25	BRETT M RADECKI 2001 ZEISE AVE GREEN BAY WI 54302-3341	2001 ZEISE AVE PIERQUETS SUBD #2 LOT 25	50.50 Sq Ft @	11.00 Sq/Ft	555.50
			Parcel Total Charges			555.50
DISTRICT 3	21-2445-P-26	NICHOLAS Q OBRIEN 1959 ZEISE AVE GREEN BAY WI 54301	1959 ZEISE AVE PIERQUETS SUBD #2 LOT 26	50.00 Sq Ft @ 50.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	600.00 555.50
			Parcel Total Charges			1155.50
DISTRICT 3	21-2445-P-27	EDDIE E & KATHLEEN A QUANDT 1953 ZEISE AVE GREEN BAY WI 54302-3339	1953 ZEISE AVE PIERQUETS SUBD #2 LOT 27	25.00 Sq Ft @ 50.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	300.00 550.00
			Parcel Total Charges			850.00
DISTRICT 3	21-2445-P-29	TELESFORO MENDEZSANCHEZ, ETAL TELESFORO MENDEZ SANCHEZ & JESSICA L MENDEZ 1939 ZEISE AVE GREEN BAY WI 54302-3339	1939 ZEISE AVE PIERQUETS SUBD #2 LOT 29	25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 3	21-2445-P-3	JAIME & ESPERANZA MACIAS SANCHEZ 1934 HILLVIEW DR GREEN BAY WI 54302	1934 HILLVIEW DR PIERQUETS SUBD LOT 3	50.00 Sq Ft @	12.00 Sq/Ft	600.00
				110.50 Sq Ft @	11.00 Sq/Ft	1215.50
				Parcel Total Charges		1815.50
DISTRICT 3	21-2445-P-30	MYRON H NELSON 1933 ZEISE AVE GREEN BAY WI 54302-3339	1933 ZEISE AVE PIERQUETS SUBD #2 LOT 30	49.50 Sq Ft @	11.00 Sq/Ft	544.50
				Parcel Total Charges		544.50
DISTRICT 3	21-2445-P-31	DONALD F BLOHOWIAK 231 E GLENBROOK DR PULASKI WI 54162	1925 ZEISE AVE PIERQUETS SUBD #2 LOT 31	22.50 Sq Ft @	12.00 Sq/Ft	270.00
				63.50 Sq Ft @	11.00 Sq/Ft	698.50
				Parcel Total Charges		968.50
DISTRICT 3	21-2445-P-6	JUDITH BLIGISKE 1952 HILLVIEW DR GREEN BAY WI 54302-3326	1952 HILLVIEW DR PIERQUETS SUBD LOT 6	50.00 Sq Ft @	12.00 Sq/Ft	600.00
				74.50 Sq Ft @	11.00 Sq/Ft	819.50
				Parcel Total Charges		1419.50
DISTRICT 3	21-2445-P-8	ERIC J NOLAN, ETAL ERIC J NOLAN & MELISSA A KRAUSE 1966 HILLVIEW DR GREEN BAY WI 54302-3326	1966 HILLVIEW DR PIERQUETS SUBD LOT 8	25.00 Sq Ft @	11.00 Sq/Ft	275.00
				Parcel Total Charges		275.00
DISTRICT 3	21-2445-P-9	CODY T & LINDSEY R BACKHAUS 2004 HILLVIEW DR GREEN BAY WI 54302-3328	2004 HILLVIEW DR PIERQUETS SUBD LOT 9	70.50 Sq Ft @	11.00 Sq/Ft	775.50
				Parcel Total Charges		775.50
DISTRICT 3	21-2827-H-11	STANLEY J WASLOWSKI 1936 ZEISE AVE GREEN BAY WI 54302-3340	1936 ZEISE AVE ZEISES ADDITION LOT 11	25.00 Sq Ft @	12.00 Sq/Ft	300.00
				50.00 Sq Ft @	11.00 Sq/Ft	550.00
				Parcel Total Charges		850.00
DISTRICT 3	21-2827-H-13	KENT C PETRICK 1950 ZEISE AVE GREEN BAY WI 54302-3340	1950 ZEISE AVE ZEISES ADDITION LOT 13	25.00 Sq Ft @	11.00 Sq/Ft	275.00
				Parcel Total Charges		275.00
DISTRICT 3	21-2827-H-14	SHAO LEE, ETAL SHAO LEE & BOUNME MOUA 380 WAYFARER WAY GREEN BAY WI 54302-3338	380 WAYFARER WAY ZEISES ADDITION LOT 14	25.00 Sq Ft @	12.00 Sq/Ft	300.00

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				199.00 Sq Ft @	11.00 Sq/Ft	2189.00
			Parcel Total Charges			2489.00
DISTRICT 3	21-2827-H-15	XAO & KA LOR YANG 365 HUTH ST GREEN BAY WI 54302-3355	365 HUTH ST ZEISES ADDITION LOT 15	50.50 Sq Ft @	11.00 Sq/Ft	555.50
			Parcel Total Charges			555.50
DISTRICT 3	21-2827-H-16	DIANE M MENCHESKI 1915 HILLSIDE LN GREEN BAY WI 54302-3928	1915 HILLSIDE LN ZEISE ADDN #2 LOT 16	50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT 3	21-2827-H-2	MICHAEL L & CHERYL L LOVE 360 HUTH ST GREEN BAY WI 54302-3368	360 HUTH ST ZEISES ADDITION LOT 2	38.50 Sq Ft @	11.00 Sq/Ft	423.50
			Parcel Total Charges			423.50
DISTRICT 3	21-2827-H-20	SCOTT & CLAIRE BERG 1937 HILLSIDE LN GREEN BAY WI 54302	1937 HILLSIDE LN ZEISE ADDN #2 LOT 20	74.00 Sq Ft @	11.00 Sq/Ft	814.00
			Parcel Total Charges			814.00
DISTRICT 3	21-2827-H-21	DEVILLERS JACQUELINE REVOCABLE TRUST JACQUELINE DE VILLERS 2005 HILLSIDE LN GREEN BAY WI 54302-4054	2005 HILLSIDE LN ZEISE ADDN #2 LOT 21	50.50 Sq Ft @	11.00 Sq/Ft	555.50
			Parcel Total Charges			555.50
DISTRICT 3	21-2827-H-3	MAI XIONG 364 HUTH ST GREEN BAY WI 54302-3368	364 HUTH ST ZEISES ADDITION LOT 3	7.00 Sq Ft @	11.00 Sq/Ft	77.00
			Parcel Total Charges			77.00
DISTRICT 3	21-2827-H-31	CATHERINE A WEGNER 2056 ZEISE AVE GREEN BAY WI 54302-3342	2056 ZEISE AVE ZEISE ADDN #2 LOT 31	25.50 Sq Ft @	12.00 Sq/Ft	306.00
			Parcel Total Charges			306.00
DISTRICT 3	21-2827-H-32	KEVIN R & ELIZABETH M TUCKER 2066 ZEISE AVE GREEN BAY WI 54302-3342	2066 ZEISE AVE ZEISE ADDN #2 LOT 32	49.00 Sq Ft @	11.00 Sq/Ft	539.00
			Parcel Total Charges			539.00
DISTRICT 3	21-2827-H-4	JOSE & MARIA A VERA 368 HUTH ST GREEN BAY WI 54302-3368	368 HUTH ST ZEISES ADDITION LOT 4	25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 3	21-2827- H-42	XIAO DONG, ETAL 1328 HILLCREST HEIGHTS GREEN BAY WI 54313	2017 HILLSIDE LN ZEISE ADDN #2 LOT 42	96.50 Sq Ft @	11.00 Sq/Ft	1061.50
				100.00 Sq Ft @	12.00 Sq/Ft	1200.00
				Parcel Total Charges		2261.50
DISTRICT 3	21-2827- H-43	LONGCHEN VANG 2037 HILLSIDE LN GREEN BAY WI 54302	2037 HILLSIDE LN ZEISE ADDN #2 LOT 43	50.50 Sq Ft @	12.00 Sq/Ft	606.00
				125.00 Sq Ft @	11.00 Sq/Ft	1375.00
				Parcel Total Charges		1981.00
DISTRICT 3	21-2827- H-48	JESSICA J ZUELKE 3335 LOON LN GREEN BAY WI 54311-7376	2070 JAMESFORD AVE ZEISE ADDN #2 LOT 48	25.00 Sq Ft @	11.00 Sq/Ft	275.00
				Parcel Total Charges		275.00
DISTRICT 3	21-2827- H-52	LAURA J BRODHAGEN 2069 HILLSIDE LN GREEN BAY WI 54302-4053	2069 HILLSIDE LN ZEISE ADDN #2 LOT 52	49.50 Sq Ft @	11.00 Sq/Ft	544.50
				Parcel Total Charges		544.50
DISTRICT 3	21-2827- H-53	ROBERTO M & MARIA L MURO SALDANA 2061 HILLSIDE LN GREEN BAY WI 54302	2061 HILLSIDE LN ZEISE ADDN #2 LOT 53	25.00 Sq Ft @	12.00 Sq/Ft	300.00
				50.00 Sq Ft @	11.00 Sq/Ft	550.00
				Parcel Total Charges		850.00
DISTRICT 3	21-2827- H-54	THONG LEE, ETAL THONG LEE & MIA YANG MOUA 2053 HILLSIDE LN GREEN BAY WI 54302-4053	2053 HILLSIDE LN ZEISE ADDN #2 LOT 54	25.00 Sq Ft @	12.00 Sq/Ft	300.00
				119.00 Sq Ft @	11.00 Sq/Ft	1309.00
				Parcel Total Charges		1609.00
DISTRICT 3	21-2827- H-55	YIA LOR, ETAL YIA LOR & BAO LEE 2045 HILLSIDE LN GREEN BAY WI 54302-4053	2045 HILLSIDE LN ZEISE ADDN #2 LOT 55	25.50 Sq Ft @	11.00 Sq/Ft	280.50
				Parcel Total Charges		280.50
DISTRICT 3	21-2827- H-56	MARY LEE GIBSON 1909 HILLSIDE LN GREEN BAY WI 54302-3928	1909 HILLSIDE LN ZEISE ADDN #2 LOT 56	25.00 Sq Ft @	11.00 Sq/Ft	275.00
				Parcel Total Charges		275.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 3	21-2827-H-6	ADRIANA & ARTURO & ANGELINA & CESAR BRAVO TORRES	1841 HILLSIDE LN ZEISES ADDITION LOT 6 EX ST REET & SLY 6 FT OF LOT 5			
		1847 HILLSIDE LN GREEN BAY WI 54302		202.50 Sq Ft @	11.00 Sq/Ft	2227.50
			Parcel Total Charges			2227.50
DISTRICT 3	21-2827-H-7	MIGUEL A GOMEZ	1901 HILLSIDE LN ZEISES ADDITION LOT 7			
		1901 HILLSIDE LN GREEN BAY WI 54302-3928		99.50 Sq Ft @	12.00 Sq/Ft	1194.00
				105.50 Sq Ft @	11.00 Sq/Ft	1160.50
			Parcel Total Charges			2354.50
DISTRICT 3	21-446-2	SAINT BERNARD CONGREGATION	440 ST BERNARD DR ASTORS SUB OF PC 3 TO 7E PR T LOTS 9 & 10 COM NW COR LOT 9 S 26 DEG 13 MIN 07 SE C W 433.46 FT S 64 DEG E 660 FT N 26 DEG 13 MIN 07 S EC E 433.46 FT N 64 DEG W 660 FT TO BEG 6.57 A EX ST			
		440 ST BERNARD DR GREEN BAY WI 54302-4036		224.00 Sq Ft @	11.00 Sq/Ft	2464.00
			Parcel Total Charges			2464.00
DISTRICT 4	14-772	MICHAEL T DELFOSSE	430 S WEBSTER AVE PLAT OF ASTOR E 123 FT OF LOT 8 & ALL OF LOT 7 EX W 10 FT BLK 57			
		3645 SHAWANO AVE GREEN BAY WI 54313		105.50 Sq Ft @	12.00 Sq/Ft	1266.00
				182.30 Sq Ft @	11.00 Sq/Ft	2005.30
			Parcel Total Charges			3271.30
DISTRICT 4	16-144	ANNA R DUNLAPHARTSHORN ANNA R DUNLAP HARTSHORN 820 S JACKSON ST GREEN BAY WI 54301	820 S JACKSON ST PLAT OF ASTOR LOT 4 BLK 76			
				26.50 Sq Ft @	12.00 Sq/Ft	318.00
				78.40 Sq Ft @	11.00 Sq/Ft	862.40
			Parcel Total Charges			1180.40
DISTRICT 4	16-148	HENRY D ZIMMERN	840 S JACKSON ST PLAT OF ASTOR LOT 8 EXC W 44 FT BLK 76			
		381 ROSELAWN BL GREEN BAY WI 54301-1305		25.40 Sq Ft @	11.00 Sq/Ft	279.40
			Parcel Total Charges			279.40
DISTRICT 4	16-193	CHEENOUNG & CHARLES DUPEE	1102 S JACKSON ST PLAT OF ASTOR E 110 FT OF L OT 1 BLK 79			
		1102 S JACKSON ST GREEN BAY WI 54301-3238		50.40 Sq Ft @	11.00 Sq/Ft	554.40
			Parcel Total Charges			554.40
DISTRICT 4	16-62	SINCLAIR FAMILY REVOCABLE TRUST	936 S MONROE AVE PLAT OF ASTOR LOTS 7 & 8 & THE E 15.412 FT OF LOTS 9 & 10 BLK 67			
		936 S MONROE AVE GREEN BAY WI 54301-3621		117.50 Sq Ft @	11.00 Sq/Ft	1292.50
			Parcel Total Charges			1292.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 4	17-1043-A	KELLY RICKABY 1201 SUYDAM ST GREEN BAY WI 54301	1201 SUYDAM ST PLAT OF ASTOR N 60 FT OF LOTS 13 & 14 BLK 156	26.00 Sq Ft @	11.00 Sq/Ft	286.00 286.00
DISTRICT 4	17-1043-B	DONNA R & THOMAS R WANKEL 1207 SUYDAM ST GREEN BAY WI 54301-3028	1207 SUYDAM ST PLAT OF ASTOR S 60 FT OF N 120 FT OF LOTS 13 & 14 BLK 156	19.50 Sq Ft @ 41.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	214.50 492.00 706.50
DISTRICT 4	17-629	SCOTT L FLENTJE 1400 GRIGNON ST GREEN BAY WI 54301-3025	1400 GRIGNON ST PLAT OF ASTOR LOT 14 BLK 138	125.50 Sq Ft @	11.00 Sq/Ft	1380.50 1380.50
DISTRICT 4	21-1943	ANA M TINAJERO, ETAL JOSEPH A BAEZ ARCOS & ANA TINAJERO 1619 E MASON ST GREEN BAY WI 54302-2736	1619 E MASON ST GUESNIERS ADDN LOT 12 & 1/2 VAC ALLEY ADJ BLK 4	73.00 Sq Ft @	11.00 Sq/Ft	803.00 803.00
DISTRICT 4	21-2037	BELLEVUE BAR LLC 3048 CTH EE ABRAMS WI 54101-9758	704 BELLEVUE ST HOWARD ADDN LOT 1 EX SLY 2 FT BLK 1	133.50 Sq Ft @	11.00 Sq/Ft	1468.50 1468.50
DISTRICT 5	21-1128	ANA C & CARLOS A MONTES 2107 HILLSIDE LN GREEN BAY WI 54302-4052	2107 HILLSIDE LN FIRST ADD TO TEAL PLAT LOT 3 BLK 4	113.50 Sq Ft @	11.00 Sq/Ft	1248.50 1248.50
DISTRICT 5	21-1147-21	BETTY J & WILLIAM C KRAUSE PO BOX 8644 GREEN BAY WI 54308	2144 NEWBERRY AVE 3RD ADDN TO TEAL PLAT LOT 16 BLK 14	125.00 Sq Ft @ 255.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	1500.00 2810.50 4310.50
DISTRICT 5	21-1714-C-5	SCOTT M ALLEN 238 HUTH ST GREEN BAY WI 54302-3411	238 HUTH ST E-Z ADDITION N 44 FT OF LOT 6 & S 44 FT OF LOT 5	76.50 Sq Ft @ 106.60 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	918.00 1172.60 2090.60

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 5	21-1845-1	SANDRA J SMITH 304 HUTH ST GREEN BAY WI 54302-3308	304 HUTH ST GREILING REALTY COS PLAT OF OAKDALE S 120 FT OF N 150 FT OF LOT 9	102.00 Sq Ft @	11.00 Sq/Ft	1122.00 1122.00
			Parcel Total Charges			
DISTRICT 5	21-1846-1	JEFFREY UNDERHILL 1906 NEWBERRY AV GREEN BAY WI 54302	1906 NEWBERRY AVE LOT 1 OF 34 CSM 282 MAP 5287 IN 1524341 BNG PRT OF LOT 10 GREILING REALTY COMPANY'S PLAT OF OAKDALE	54.60 Sq Ft @	11.00 Sq/Ft	600.60 600.60
			Parcel Total Charges			
DISTRICT 5	21-1847-1	SUNNYS RENTALS LLC PO BOX 8733 GREEN BAY WI 54308-8733	1905 OAKDALE AVE LOT 2 OF 8 CSM 225 BNG PART OF LOT 11 GREILING REALTY CO'S PLAT OF OAKDALE	20.00 Sq Ft @ 53.60 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	220.00 643.20 863.20
			Parcel Total Charges			
DISTRICT 5	21-1848	BEVERLY M MAZUR 1901 OAKDALE AVE GREEN BAY WI 54302-3317	1901 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE LOT 12 EX N 1/2 EXC J 2383- 42	20.00 Sq Ft @ 80.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	240.00 880.00 1120.00
			Parcel Total Charges			
DISTRICT 5	21-1848-1	ANTONIO D GONZALEZ 1900 NEWBERRY AVE GREEN BAY WI 54302-3302	1900 NEWBERRY AVE GREILING REALTY COS PLAT OF OAKDALE N 1/2 OF LOT 12 EX ST ALSO PART DESC IN J 2383-42	25.00 Sq Ft @	11.00 Sq/Ft	275.00 275.00
			Parcel Total Charges			
DISTRICT 5	21-1849	GILBERT W LACOMBE GILBERT W LA COMBE 1871 OAKDALE AVE GREEN BAY WI 54302-3315	1871 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE S 1/2 OF LOT 13	20.00 Sq Ft @	11.00 Sq/Ft	220.00 220.00
			Parcel Total Charges			
DISTRICT 5	21-1849-1	MA & CARLOS HERMINA GALLEGOS GARCIA 1868 NEWBERRY AVE GREEN BAY WI 54302	1868 NEWBERRY AVE GREILING REALTY COS PLAT OF OAKDALE N 1/2 OF LOT 13 EX ST	50.50 Sq Ft @	11.00 Sq/Ft	555.50 555.50
			Parcel Total Charges			
DISTRICT 5	21-1850-1	RORY SHANNON 1865 OAKDALE AVE GREEN BAY WI 54302	1865 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE S 152.5 FT OF LOT 14 LYG N OF CL OF OAKDALE AVE	25.50 Sq Ft @ 139.40 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	306.00 1533.40 1839.40
			Parcel Total Charges			
DISTRICT 5	21-1851	MICHELLE M KYLES 3136 ENCHANTED CT GREEN BAY WI 54311	1859 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE LOT 15 EX N 1/2	40.00 Sq Ft @	12.00 Sq/Ft	480.00

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				59.60 Sq Ft @	11.00 Sq/Ft	655.60
			Parcel Total Charges			1135.60
DISTRICT 5	21-1852	RONALD H & CAROL RABITOY 1853 OAKDALE AVE GREEN BAY WI 54302-3315	1853 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE LOT 16 EX N 1/2	59.60 Sq Ft @	11.00 Sq/Ft	655.60
			Parcel Total Charges			655.60
DISTRICT 5	21-1852-1	TODD J SCHUMACHER 1852 NEWBERRY AVE GREEN BAY WI 54302-3314	1852 NEWBERRY AVE GREILING REALTY COS PLAT OF OAKDALE N 1/2 OF LOT 16 EX N 30 FT USED FOR ST	24.00 Sq Ft @	12.00 Sq/Ft	288.00
			Parcel Total Charges			288.00
DISTRICT 5	21-1853	LARDINOIS ROBERT & MARIAN LIVING TRUST ROBERT & MARIAN LARDINOIS LIVING TRUST 2027 HILLVIEW DR GREEN BAY WI 54302-3327	1843 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE LOT 17 EX N 1/2	39.60 Sq Ft @ 59.60 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	435.60 715.20
			Parcel Total Charges			1150.80
DISTRICT 5	21-1853-1	KATHRYN M PEER KATHRYN M PEER 1846 NEWBERRY AVE GREEN BAY WI 54302-3314	1846 NEWBERRY AVE GREILING REALTY COMPANYS PL AT OF OAKDALE N 1/2 OF LOT 17	25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT 5	21-1855	MAXINE A LUEDTKE 1834 NEWBERRY AVE GREEN BAY WI 54302-3314	1834 NEWBERRY AVE GREILING REALTY COS PLAT OF OAKDALE LOT 19 EX N 30 FT USED FOR ST & EX S 137.5 FT	25.00 Sq Ft @ 47.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	300.00 517.00
			Parcel Total Charges			817.00
DISTRICT 5	21-1856	KEITH K & REGINA B SANO 1829 OAKDALE AVE GREEN BAY WI 54302-3315	1829 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE LOT 20 EX N 30 FT USED FOR ST & EX S 137.5 FT OF N 167.5 FT	40.00 Sq Ft @ 64.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	480.00 704.00
			Parcel Total Charges			1184.00
DISTRICT 5	21-1857-1	ISAAC U UCHENDU 1823 OAKDALE AVE GREEN BAY WI 54302	1823 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE S 1/2 OF THAT PRT OF LOT 21 LYG BETW OAKDALE ST & NEWBERRY AVE	130.40 Sq Ft @	11.00 Sq/Ft	1434.40
			Parcel Total Charges			1434.40
DISTRICT 5	21-1858	VUE XIONG, ETAL VUE XIONG & DAO HER 1817 OAKDALE AVE GREEN BAY WI 54302-3315	1817 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE LOT 22 EX ST & EX N 137.5 FT LYG S OF NEWBERR Y AVE	78.40 Sq Ft @	11.00 Sq/Ft	862.40
			Parcel Total Charges			862.40

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DISTRICT 5	21-1859	LUCIA VARGAS 325 S HENRY ST GREEN BAY WI 54302	325 S HENRY ST GREILING REALTY COS PLAT OF OAKDALE S 70 FT OF THAT PRT OF LOTS 23 & 24 LYG E O F HENRY ST	84.10 Sq Ft @ 123.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	1009.20 1353.00 2362.20
			Parcel Total Charges			
DISTRICT 5	21-1860	AMBER D BARDOUCHE 317 S HENRY ST GREEN BAY WI 54302-3201	317 S HENRY ST GREILING REALTY COS PLAT OF OAKDALE N 67.5 FT OF S 137.5 FT OF THAT PRT OF LOT S 23 & 24 LYG E OF HENRY ST	25.00 Sq Ft @	12.00 Sq/Ft	300.00 300.00
			Parcel Total Charges			
DISTRICT 5	21-1860-2	ROSA M ESTUPINAN 305 S HENRY ST GREEN BAY WI 54302-3201	305 S HENRY ST GREILING REALTY COS PLAT OF OAKDALE S 70 FT OF N 100 FT OF THAT PRT OF LOTS 23 & 24 LYG E OF HENRY ST	75.50 Sq Ft @	12.00 Sq/Ft	906.00 906.00
			Parcel Total Charges			
DISTRICT 5	21-2291	CODY KLECZKA 1874 DECKNER AVE GREEN BAY WI 54302-3545	1874 DECKNER AVE NEWBERRYS SUBD #2 THAT PRT OF LOT 6 COM SW COR N 430.5 FT TO BEG S 86 DEG 26 MIN E TO A PT 225.2 FT W OF E/L N TO N/L W TO NW COR S TO BEG EX ST & EX J13198-19	295.00 Sq Ft @	11.00 Sq/Ft	3245.00 3245.00
			Parcel Total Charges			
DISTRICT 5	21-91-4	JEFFERY R WILSON 2204 NEWBERRY AVE GREEN BAY WI 54302-4308	2204 NEWBERRY AVE E 102.7 FT OF W 132.7 FT OF THAT PRT OF SW 1/4 NW 1/4 S4 T23N R21E LYG S OF NEWBE RRY AVE & N OF TWN RD .24A	25.00 Sq Ft @ 168.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	300.00 1848.00 2148.00
			Parcel Total Charges			
DISTRICT 5	21-91-6	SYLVIA M FRANTZ WELLS FARGO PO BOX 6423 CAROL STREAM IL 60197-6423	2222 NEWBERRY AVE PRT SW 1/4 NW 1/4 S4 T23N R21E COM NW COR S 0 DEG 21 MIN W 30 FT N 89 DEG 7 MIN E 272.7 FT TO BEG N 89 DEG 7 MIN E 70 FT S 0 DEG 53 MI N E 189.5 FT N72 DEG 27 MIN 59 SEC W 73.78 FT N 0 DEG 53 MIN W 166.2 FT TO BEG .29A	25.00 Sq Ft @ 31.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	275.00 372.00 647.00
			Parcel Total Charges			
DISTRICT 5	21-91-8	JASON W DRAB 2232 NEWBERRY AVE GREEN BAY WI 54302-4308	2232 NEWBERRY AVE E 70 FT OF W 412.7 FT OF TH AT PRT OF SW 1/4 NW 1/4 S4 T23N R21E LYG S OF NEWBERRY AVE & N OF TOWN ROAD .34A	60.00 Sq Ft @	12.00 Sq/Ft	720.00 720.00
			Parcel Total Charges			
DISTRICT 6	19-376	NICHOLAS J SELINSKY 725 N HENRY ST GREEN BAY WI 54302-2925	725 N HENRY ST ELISABETH KLAUS SUB OF LOTS 45-50 NEWBERRYS ADD SUBD #1 N 52 FT OF LOTS 49,50 & 51	51.00 Sq Ft @	12.00 Sq/Ft	612.00

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				505.00 Sq Ft @	11.00 Sq/Ft	5555.00
			Parcel Total Charges			6167.00
DISTRICT	19-678	REBECCA A TREPTOW	1518 HAROLD ST PIGEON SUBD LOT 8 BLK 2			
6		1519 HAROLD ST GREEN BAY WI 54302		50.00 Sq Ft @	12.00 Sq/Ft	600.00
				72.50 Sq Ft @	11.00 Sq/Ft	797.50
			Parcel Total Charges			1397.50
DISTRICT	19-686	ANNE M LEDVINA RANDALL & ANN LEDVINA 1001 ELIZABETH ST GREEN BAY WI 54302-1931	1001 ELIZABETH ST PIGEON SUBD LOT 16 BLK 2			
6				77.90 Sq Ft @	11.00 Sq/Ft	856.90
			Parcel Total Charges			856.90
DISTRICT	19-690	CHRISTOPHER & ROXANNE M REINDL	927 ELIZABETH ST PIGEON SUBD LOT 1 BLK 3			
6		927 ELIZABETH ST GREEN BAY WI 54302		25.00 Sq Ft @	11.00 Sq/Ft	275.00
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
			Parcel Total Charges			575.00
DISTRICT	20-418	JAYNE H & ROBERT W BLACKBOURN	1219 WEISE ST EASTMANS ADD LOT 23 BLK 84			
6		346 MAPLE LA COLEMAN WI 54112-9530		50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT	20-437	CURTIS R & CAYLA BORKOVETZ	1178 DOBLON ST EASTMANS ADD LOT 14 BLK 85			
6		2729 ELM LN STURGEON BAY WI 54235		151.50 Sq Ft @	11.00 Sq/Ft	1666.50
			Parcel Total Charges			1666.50
DISTRICT	20-508	CAROLYN J ASCHER	1200 PERROT ST BUSINESS MEN'S ASSN LOT 3 BLK 94			
6		1200 PERROT ST GREEN BAY WI 54302-1643		100.00 Sq Ft @	11.00 Sq/Ft	1100.00
			Parcel Total Charges			1100.00
DISTRICT	20-55	LINDA L & BRIAN J MIELKE	1162 BERNER ST EASTMANS ADDN LOT 11 & E 1/2 OF LOT 10 & WLY 7 FT OF LOT 12 BLK 45			
6		1162 BERNER ST GREEN BAY WI 54302		28.00 Sq Ft @	12.00 Sq/Ft	336.00
				158.50 Sq Ft @	11.00 Sq/Ft	1743.50
			Parcel Total Charges			2079.50
DISTRICT	11-270	ST FRANCIS XAVIER CONGREGATION	131 S MADISON ST LOT 1 OF 49 CSM 194 BNG ALL OF LOTS 1,2,5 & 6 & PRT OF LOTS 3 & 4 BLK 26 PLAT OF ASTOR & PRT OF LOTS 852-857 PLAT OF NAVARINO & PRT VAC ALLEY IN 2195793 & EX RD IN 2659923			
7		140 S MONROE AV GREEN BAY WI 54301-4010		35.40 Sq Ft @	11.00 Sq/Ft	389.40

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				170.70 Sq Ft @	11.00 Sq/Ft	1877.70
			Parcel Total Charges			2267.10
DISTRICT 7	13-137	FIRST UNITED METHODIST CHURCH GREEN BAY 501 HOWE ST GREEN BAY WI 54301-4517	518 DOTY ST PLAT OF ASTOR W1/2 OF LOTS 1 & 2 BLK 27			
				52.10 Sq Ft @	11.00 Sq/Ft	573.10
			Parcel Total Charges			573.10
DISTRICT 7	13-28-A	BROWN COUNTY AGING & DISABILITY RESOURCE CENTER BROWN COUNTY ATTN TREASURER PO BOX 23600 GREEN BAY WI 54305-3600	300 S ADAMS ST PLAT OF ASTOR LOTS 1-2-3 EX W 4 FT THEREOF BLK 9			
				59.00 Sq Ft @	11.00 Sq/Ft	649.00
				65.70 Sq Ft @	11.00 Sq/Ft	722.70
				152.80 Sq Ft @	11.00 Sq/Ft	1680.80
			Parcel Total Charges			3052.50
DISTRICT 7	15-169	GREEN BAY CITY OF FIRE STATION 1 CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006	501 S WASHINGTON ST PLAT OF ASTOR A TRIANGULAR PIECE OF LAND WITHOUT DESIGNATION ON MAP RECORDED 1869 REGISTER OF DEEDS OFFICE BOUNDED ON E BY ADAM S ST N BY CHICAGO ST W BY WASHINGTON ST ASTOR PLACE S EE CHARTER & ORDINANCE 1911 PAGE 124 CONSOLIDATED ORDINANCES SECTION 56 CITY OF GREEN BAY			
				81.50 Sq Ft @	13.00 Sq/Ft	1059.50
				228.80 Sq Ft @	13.00 Sq/Ft	2974.40
				279.60 Sq Ft @	12.00 Sq/Ft	3355.20
				843.50 Sq Ft @	11.00 Sq/Ft	9278.50
			Parcel Total Charges			16667.60
DISTRICT 7	18-1416	GREEN BAY DREAM ENTERPRISES LLC 1066 MATHER ST GREEN BAY WI 54303	1066 MATHER ST VAN DALE SUBD LOT 19 & 20 BLK 2			
				76.00 Sq Ft @	12.00 Sq/Ft	912.00
				100.00 Sq Ft @	11.00 Sq/Ft	1100.00
			Parcel Total Charges			2012.00
DISTRICT 7	18-841	CLIFFORD H & EVELYN M BUCHERT 916 MATHER ST GREEN BAY WI 54303	916 MATHER ST MORROWS SUBD OF LOT 7 OF WHITNEY OR LAVENTURE CLAIM PART OF LOTS 19 & 20 DESC IN 172 D 550 EX 182 D 472 & EX 172 D 154			
				26.50 Sq Ft @	11.00 Sq/Ft	291.50
				78.40 Sq Ft @	12.00 Sq/Ft	940.80
			Parcel Total Charges			1232.30
DISTRICT 7	5-1206	BREANNA M DEKEYSER BREANNA M DE KEYSER 863 DIVISION ST GREEN BAY WI 54303-2946	863 DIVISION ST DOUSMAN & ELMORES ADD W 1/2 OF N 1/2 OF E 80 FT OF W 185 FT OF LOT 39			
				21.20 Sq Ft @	11.00 Sq/Ft	233.20
				53.00 Sq Ft @	12.00 Sq/Ft	636.00
			Parcel Total Charges			869.20

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DISTRICT 7	5-316-A	KIRSTEN A AHOLA 1037 KELLOGG ST GREEN BAY WI 54303	1037 KELLOGG ST NORTHMOOR ADDN WLY 1/2 OF LOT 1 BLK 7	12.00 Sq Ft @	11.00 Sq/Ft	<u>132.00</u> 132.00
			Parcel Total Charges			
DISTRICT 7	5-370	CLAIRE E & COREY ALAN DEBAUCHE 935 ELMORE ST GREEN BAY WI 54303	935 ELMORE ST KENILWORTH ADDN LOT 1 BLK 1	156.20 Sq Ft @	11.00 Sq/Ft	<u>1718.20</u> 1718.20
			Parcel Total Charges			
DISTRICT 7	5-742	ELIZABETH A GREELY 1055 KELLOGG ST GREEN BAY WI 54303-2968	1055 KELLOGG ST J C DOCTERS ADD LOT 2 BLK 2	85.50 Sq Ft @	11.00 Sq/Ft	<u>940.50</u> 940.50
			Parcel Total Charges			
DISTRICT 7	5-795	CALLIE & JEFFREY J & LAURA ANN WALL 619 ROAY AVE GREEN BAY WI 54303	619 ROY AVE MAYFAIR ADDN LOT 5 BLK 4	105.50 Sq Ft @	11.00 Sq/Ft	<u>1160.50</u> 1160.50
			Parcel Total Charges			
DISTRICT 7	5-987	PAMELA M SCHROEDER 520 KELLOGG ST GREEN BAY WI 54303	520 KELLOGG ST ELMORES ADD W 70 FT OF LOTS 97 & 98	127.20 Sq Ft @	11.00 Sq/Ft	<u>1399.20</u> 1399.20
			Parcel Total Charges			
DISTRICT 7	8-273	JOHNSON VENTURES LLC 3023 N BROOK HILLS DR SUAMICO WI 54313	1244 MAIN ST WHITNEYS ADDN TO NAVARINO E 28 FT OF N 100 FT OF LOTS 74 & 75	225.90 Sq Ft @	11.00 Sq/Ft	<u>2484.90</u> 2484.90
			Parcel Total Charges			
DISTRICT 7	8-276	JOHNSON VENTURES LLC 3023 N BROOK HILLS DR SUAMICO WI 54313	325 ST GEORGE ST WHITNEYS ADDN TO NAVARINO LOT 76 EX PRT DESC IN 162 D 297	40.50 Sq Ft @ 47.60 Sq Ft @ 158.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft 11.00 Sq/Ft	<u>445.50</u> <u>571.20</u> <u>1738.00</u> 2754.70
			Parcel Total Charges			
DISTRICT 8	1-1391-C	TUNDRA BROS LLC 3016 WOODHAVEN DR DEPERE WI 54115	1135 BIEMERET ST THAT PRT OF PC 10 WSFR AS DESC IN 373 D 391 & N 100 FT OF OUTLOT A OF WALTER BASTENS SUDB #2	149.50 Sq Ft @	11.00 Sq/Ft	<u>1644.50</u> 1644.50
			Parcel Total Charges			
DISTRICT 8	1-1391-D-3	DAVID J & KATHLEEN L ENGELS 1141 BIEMERET ST GREEN BAY WI 54304-3368	1141 BIEMERET ST THAT PRT OF PC 10 WSFR DESC IN 942 R 258	172.00 Sq Ft @	11.00 Sq/Ft	<u>1892.00</u> 1892.00
			Parcel Total Charges			

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DISTRICT 8	1-1403-E	CODY J KRUSICK 1615 S RIDGE RD GREEN BAY WI 54304-3205	1615 S RIDGE RD PCL 1 OF 4 CSM 397 BNG PART OF PC 11 11 WSFR	41.00 Sq Ft @	12.00 Sq/Ft	492.00
			Parcel Total Charges			492.00
DISTRICT 8	1-1403-F	GREGORY C TURINO 3966 CREAMERY RD DE PERE WI 54115-9210	1294 LIBERTY ST LOT 2 OF 14 CSM 73 BNG PRT OF PC 11 WSFR .25 AC	25.00 Sq Ft @	12.00 Sq/Ft	300.00
			Parcel Total Charges			300.00
DISTRICT 8	1-1423	KUEHN RIDGE HOLDINGS LLC 1241 LOMBARDI ACCESS RD GREEN BAY WI 54304	1835 S RIDGE RD THORNDAL SUBD LOTS 1-4 & 6 BLK 5 AND THAT PRT OF LOT 16 OF C.L.A. TANKS SUBD OF PC 12 & N1/2 OF PC 13 WSFR DESC IN 286 D 62 & 287 D 595 & 330 D 151 & PCLS A & B OF 3 CSM 553 AND VAC RD DESC IN 2760641 EX RDS	70.80 Sq Ft @ 189.00 Sq Ft @ 1203.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft 11.00 Sq/Ft	778.80 2268.00 13233.00
			Parcel Total Charges			16279.80
DISTRICT 8	1-1423-A-10	JT WISCONSIN HOLDINGS LLC 1294 THORNDAL ST GREEN BAY WI 54304	1294 THORNDAL ST PCL B OF 2 CSM 653 MAP 676 IN 681673 BNG PART OF LOTS 14,15 & 16 OF CLA TANKS SUBD OF PC 12 & N1/2 PC 13 WSFR	51.00 Sq Ft @ 74.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	612.00 819.50
			Parcel Total Charges			1431.50
DISTRICT 8	1-1423-A-11	PELNAR ERIC J & BOBBIE R HENDRICKS REV LIV TRUST ERIC J & BOBBIE R PELNAR REVOC LIV TRUST 878 LINCOLN CASTLE CT GREEN BAY WI 54313	1802 FRANK ST PCL D & THE ELY 6 FT OF PCL C OF 2 CSM 653 MAP NO 676 IN 681673 BNG PRT OF LOTS 14, 15 & 16 OF CLA TANKS SUBD OF PC 12 N N1/2 OF PC 13 WSFR	50.50 Sq Ft @ 72.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	606.00 792.00
			Parcel Total Charges			1398.00
DISTRICT 8	1-1423-A-12	JONET GARY & DEANNA IRREVOCABLE TRUST GARY L & DEANNA M JONET 1480 E ADAM DR DE PERE WI 54115-9531	1748 FRANK ST PCL 1 OF 3 CSM 481 BNG PRT OF N 20 AC OF S 32 AC OF LOTS 14-15-16 PLAT OF CLA TANKS SUBD OF PC 12 & N 1/2 OF PC 13 WSFR CGB	77.00 Sq Ft @	11.00 Sq/Ft	847.00
			Parcel Total Charges			847.00
DISTRICT 8	1-1423-A-3	FRANKLIN CROSSINGS LLC 1241 LOMBARDI ACCESS ROAD, STE A GREEN BAY WI 54304	1825 FRANK ST TANKS SUB OF PC 12 & N 1/2 OF 13 THAT PRT OF LOTS 15 & 16 AS DES IN VOL 338 D 75 B CR EX VOL 356 D 649 BCR & EX 366 D 493 BCR	41.00 Sq Ft @ 49.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	492.00 544.50
			Parcel Total Charges			1036.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	1-1423-A-4	STADIUM VIEW PROPERTIES LLC	1258 SHADOW LN TANKS SUB OF PC 12 & N 1/2 OF 13 PRT OF LOT 16 DES IN 330 D 215 BCR			
8		1554 WILD ROSE DR DE PERE WI 54115-8188		100.00 Sq Ft @	11.00 Sq/Ft	1100.00
			Parcel Total Charges			1100.00
DISTRICT	1-1423-A-6	STADIUM VIEW PROPERTIES LLC	1254 SHADOW LN TANKS SUB PC 12 & N 1/2 13W THAT PRT OF LOTS 15 & 16 DESC IN 372 D 524			
8		1554 WILD ROSE DR DE PERE WI 54115-8188		50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT	1-1423-A-7	DONALD E & AMY JO MAKI	1248 SHADOW LN TANKS SUB OF PC 12 & N 1/2 13W THAT PRT OF LOTS 15 & 16 AS DES IN 372 D 360 BCR			
8		1248 SHADOW LN GREEN BAY WI 54304-3943		25.00 Sq Ft @	12.00 Sq/Ft	300.00
			Parcel Total Charges			300.00
DISTRICT	1-1423-B	MICHAEL J DEFFKE	1745 S RIDGE RD TANKS SUBD PC 12 & N 1/2 PC 13 WSFR S 10 ACRES OF N 28 ACRES OF LOTS 14-15-16 EX PRT DESC IN 280 D 391 & EX 297 D 489 & 308 D 213 & EX 312 D 113 & EX 322 D 59 & PART OF LOT 16 DESC IN 339 D 251 EX PRT DESC IN 342 D 94 & 343 D 478 & 343 D 479 EX PRT DESC IN 1027 R 524 & EX J19314-33			
8		1745 S RIDGE RD GREEN BAY WI 54304-3824		25.00 Sq Ft @	11.00 Sq/Ft	275.00
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
				53.00 Sq Ft @	11.00 Sq/Ft	583.00
			Parcel Total Charges			1158.00
DISTRICT	1-1423-B-1	DENNIS PAUL REVOCABLE LIVING TRUST	1733 S RIDGE RD TANKS SUBD OF PC 12 & N 1/2 OF PC 13 WSFR THAT PART OF LOT 16 DESC IN 297 D 489 & 308 D 213 & 342 D 94 & ALSO J5444-5 & IN J19314-33			
8		1733 S RIDGE RD GREEN BAY WI 54303		74.00 Sq Ft @	11.00 Sq/Ft	814.00
			Parcel Total Charges			814.00
DISTRICT	1-1423-C	RICHARD C & PAMELA SMITH	1715 S RIDGE RD TANKS SUBD OF PC 12 & N 1/2 OF 13 WSFR PRT DESC AS PCL 1 OF 3 CSM 537 MAP 948 IN 730015			
8		237 COUNTRY CLUB RD GREEN BAY WI 54313		58.00 Sq Ft @	11.00 Sq/Ft	638.00
			Parcel Total Charges			638.00
DISTRICT	1-1423-C-1	CARALEE & J DAVID ROCHOVANSKY	1729 S RIDGE RD TANKS SUBD OF PC 12 & N 1/2 OF 13 WSFR PCL DESC AS PCL 2 OF 3 CSM 537			
8		204 MACEDONIA RD KENT CT 06757		21.50 Sq Ft @	12.00 Sq/Ft	258.00
				25.50 Sq Ft @	11.00 Sq/Ft	280.50
			Parcel Total Charges			538.50
DISTRICT	1-1423-G	KAPITZ ANN REVOCABLE TRUST ANN KAPITZ REVOCABLE TRUST 1162 SHADOW LN GREEN BAY WI 54304-3942	1162 SHADOW LN TANKS SUB OF PC 12 & N 1/2 OF 13 THAT PRT OF LOT 14 DES IN 329 D 361 BCR			
8				25.50 Sq Ft @	12.00 Sq/Ft	306.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
				164.00 Sq Ft @	11.00 Sq/Ft	1804.00
			Parcel Total Charges			2110.00
DISTRICT 8	1-1423-H	DENNIS PAUL REVOCABLE LIVING TRUST 1733 S RIDGE RD GREEN BAY WI 54303	FRANK ST TANKS SUB OF PC 12 & N 1/2 PC 13 THAT PRT OF LOT 16 DES IN VOL 343 D 478			
				151.50 Sq Ft @	11.00 Sq/Ft	1666.50
			Parcel Total Charges			1666.50
DISTRICT 8	1-1841-A	GREEN BAY CITY OF LAMBEAU FIELD CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006	1265 LOMBARDI AVE LOT 1 OF 14 CSM 109 MAP 2826 IN 1037667 BNG PRT OF LOT 10 OF MORRIS & BROMLEY SUBD OF S1/2 OF PC 13 WSFR & BNG PRT OF PCS 14 & 15 WSFR EX RD IN 2259844 & PRT VAC VALLEY VIEW RD DESC IN 2629904 BNG PRT OF PC 15 WSFR			
				57.60 Sq Ft @	11.00 Sq/Ft	633.60
				394.50 Sq Ft @	13.00 Sq/Ft	5128.50
				2973.00 Sq Ft @	12.00 Sq/Ft	35676.00
			Parcel Total Charges			41438.10
DISTRICT 8	1-1973	THOMAS A & BONITA J HILDEN 1422 SPENCE ST GREEN BAY WI 54304-3263	1422 SPENCE ST VAN VEGHEL'S ADDITION LOT 1 BLK 3			
				114.00 Sq Ft @	11.00 Sq/Ft	1254.00
			Parcel Total Charges			1254.00
DISTRICT 8	1-1974	CHRISTOPHER & LANA SOMERS 19363 WILLAMETTE DR # 242 WEST LINN OR 97068	1247 ROCKDALE ST VAN VEGHEL'S ADDITION LOT 2 BLK 3			
				50.50 Sq Ft @	11.00 Sq/Ft	555.50
			Parcel Total Charges			555.50
DISTRICT 8	1-1975	WENDY M MEDD 1253 ROCKDALE ST GREEN BAY WI 54304	1253 ROCKDALE ST VAN VEGHEL'S ADDITION LOT 3 BLK 3			
				17.50 Sq Ft @	12.00 Sq/Ft	210.00
				100.00 Sq Ft @	11.00 Sq/Ft	1100.00
			Parcel Total Charges			1310.00
DISTRICT 8	1-1976	MICHAEL F & KAREN R ZELZER 1257 ROCKDALE ST GREEN BAY WI 54304-3217	1257 ROCKDALE ST VAN VEGHEL'S ADDITION LOT 4 BLK 3			
				68.00 Sq Ft @	11.00 Sq/Ft	748.00
				93.00 Sq Ft @	12.00 Sq/Ft	1116.00
			Parcel Total Charges			1864.00
DISTRICT 8	1-1977	JOHN L WENDRICKS 1261 ROCKDALE ST GREEN BAY WI 54304	1261 ROCKDALE ST VAN VEGHEL'S ADDITION LOT 5 BLK 3			
				25.50 Sq Ft @	11.00 Sq/Ft	280.50
			Parcel Total Charges			280.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	1-1979	JACK & JOAN LLC	1273 ROCKDALE ST VAN VEGHELS ADDITION LOT 7 BLK 3			
8		3873 CREEKVIEW RD DE PERE WI 54115-9734				
				551.50 Sq Ft @	11.00 Sq/Ft	6066.50
			Parcel Total Charges			6066.50
DISTRICT	1-1980	VANESSEN JEFFREY S REVOCABLE LIVING TRUST JEFF S VAN ESSEN W7385 RING LN PEMBINE WI 54156	1433 FRANK ST VAN VEGHELS ADDITION LOT 8 BLK 3			
8						
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
				301.00 Sq Ft @	11.00 Sq/Ft	3311.00
			Parcel Total Charges			3611.00
DISTRICT	1-1981	OCTAVIUS A & NICOLE M COLEMAN	1266 BIEMERET ST VAN VEGHELS ADDITION LOT 9 BLK 3			
8		1266 BIEMERET ST GREEN BAY WI 54304-3249				
				21.00 Sq Ft @	12.00 Sq/Ft	252.00
			Parcel Total Charges			252.00
DISTRICT	1-1993	ECUMENICAL PARTNERSHIP FOR HOUSING INC	1444 BEAUCHAMP ST VAN VEGHELS ADDITION LOT 1 BLK 5			
8		PO BOX 524 GREEN BAY WI 54305				
				326.00 Sq Ft @	11.00 Sq/Ft	3586.00
			Parcel Total Charges			3586.00
DISTRICT	1-1994	TRIESTE KAY & RICHARD JOSEPH VAILLANCOURT	1217 BIEMERET ST VAN VEGHELS ADDITION LOT 2 & E 1 FT OF LOT 3 BLK 5			
8		1217 BIEMERET ST GREEN BAY WI 54304				
				24.50 Sq Ft @	11.00 Sq/Ft	269.50
			Parcel Total Charges			269.50
DISTRICT	1-1995	MEGAN L DODSON	1445 SPENCE ST VAN VEGHELS ADDITION LOT 3 EX E 1 FT BLK 5			
8		1445 SPENCE ST GREEN BAY WI 54304-3264				
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT	1-1997	KRISTINE B & MARK BEST	1502 BEAUCHAMP ST VAN VEGHELS ADDITION LOT 5 BLK 5			
8		1502 BEAUCHAMP ST GREEN BAY WI 54304				
				100.00 Sq Ft @	11.00 Sq/Ft	1100.00
			Parcel Total Charges			1100.00
DISTRICT	1-2001	BUCKLEY PAUL & TRACY FAMILY TRUST OF 2005	1501 WALLS ST VAN VEGHELS ADDITION LOT 4 BLK 6			
8		3251 CLAREMORE AV LONG BEACH CA 90808				
				75.50 Sq Ft @	11.00 Sq/Ft	830.50
			Parcel Total Charges			830.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2003	NICHOLAS W KOPETSKY, ETAL NICHOLAS W KOPETSKY & TIARA D WATERMOLEN 1446 WALLS ST GREEN BAY WI 54304-3220	1446 WALLS ST VAN VEGHELS ADDITION LOT 1 BLK 7			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
				Parcel Total Charges		275.00
DISTRICT 8	1-2004	JOYCE M BAYE REVOCABLE TRUST 1267 BIEMERET ST GREEN BAY WI 54304	1267 BIEMERET ST VAN VEGHELS ADDITION E 70 FT OF LOT 2 BLK 7			
				29.00 Sq Ft @	11.00 Sq/Ft	319.00
				Parcel Total Charges		319.00
DISTRICT 8	1-2007	RYAN G SIEVERT 1500 WALLS ST GREEN BAY WI 54304-3222	1500 WALLS ST VAN VEGHELS ADDITION LOT 5 BLK 7			
				24.50 Sq Ft @	11.00 Sq/Ft	269.50
				Parcel Total Charges		269.50
DISTRICT 8	1-2153	TRISTAN CARLSON 503 225TH LN NE APT F205 SAMMAMISH WA 98074	1182 THORNDALE ST NE THORNDALE SUBD LOT 5 BLK 1			
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
				89.00 Sq Ft @	11.00 Sq/Ft	979.00
DISTRICT 8	1-2154	BARRY J & KRISTY E CHAMBERS 1330 E GOLDEN LN OAK CREEK WI 53154	1188 THORNDALE ST THORNDALE SUB LOT 6 BLK 1			
				49.50 Sq Ft @	11.00 Sq/Ft	544.50
				60.50 Sq Ft @	12.00 Sq/Ft	726.00
DISTRICT 8	1-2155	JAMES R & BERGEN V PETERSON 300 SAINT ANDREWS CT VERMILLION SD 57069	1194 THORNDALE ST THORNDALE SUB LOT 7 BLK 1			
				25.50 Sq Ft @	12.00 Sq/Ft	306.00
				37.00 Sq Ft @	11.00 Sq/Ft	407.00
DISTRICT 8	1-2157	HEAT PROPERTIES LLC 3990 EVERGREEN AVE GREEN BAY WI 54313	1204 THORNDALE ST THORNDALE SUBD LOT 9 BLK 1			
				49.50 Sq Ft @	11.00 Sq/Ft	544.50
				Parcel Total Charges		544.50
DISTRICT 8	1-2158	FRANCIS D & JUNE ANDERSON 1210 THORNDALE ST GREEN BAY WI 54304-3917	1210 THORNDALE ST THORNDALE SUB LOT 10 BLK 1			
				25.50 Sq Ft @	11.00 Sq/Ft	280.50
				Parcel Total Charges		280.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2160	IGC MEDICAL SERVICES LLC 209 W HIGHLAND DR OCONTO FALLS WI 54154	1222 THORNDALE ST THORNDALE SUB LOT 12 BLK 1	23.50 Sq Ft @	12.00 Sq/Ft	282.00 282.00
			Parcel Total Charges			
DISTRICT 8	1-2161	GREG MALINGOWSKI 1805 SPENCE ST GREEN BAY WI 54304	1805 SPENCE ST THORNDALE SUB LOT 13 BLK 1	24.50 Sq Ft @	11.00 Sq/Ft	269.50 269.50
			Parcel Total Charges			
DISTRICT 8	1-2162	RUBY V MATHEWS 17231 UPLANDER ST NW ANDOVER MN 55304	1163 THORNDALE ST NW THORNDALE SUBD LOT 1 BLK 2	25.00 Sq Ft @ 348.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	300.00 3833.50 4133.50
			Parcel Total Charges			
DISTRICT 8	1-2163	MEE YANG 1167 THORNDALE ST GREEN BAY WI 54304	1167 THORNDALE ST THORNDALE SUBD LOT 2 BLK 2	25.00 Sq Ft @	11.00 Sq/Ft	275.00 275.00
			Parcel Total Charges			
DISTRICT 8	1-2164	KOU & JOSEPH YANG 2140 MAHOGANY CT DE PERE WI 54115	1171 THORNDALE ST THORNDALE SUB LOT 3 BLK 2	24.00 Sq Ft @ 24.50 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	264.00 294.00 558.00
			Parcel Total Charges			
DISTRICT 8	1-2165	WILLIAM P & TRACY L FLEMING 1177 THORNDALE ST GREEN BAY WI 54304-3944	1177 THORNDALE ST THORNDALE SUB LOT 4 BLK 2	50.00 Sq Ft @	12.00 Sq/Ft	600.00 600.00
			Parcel Total Charges			
DISTRICT 8	1-2168	MARK F VANCAMPENHOUT MARK F VAN CAMPENHOUT 1195 THORNDALE ST GREEN BAY WI 54304-3944	1195 THORNDALE ST THORNDALE SUB LOT 7 BLK 2	47.50 Sq Ft @	11.00 Sq/Ft	522.50 522.50
			Parcel Total Charges			
DISTRICT 8	1-2169	JEREMY D & ANGELA M ROSE 1199 THORNDALE ST GREEN BAY WI 54304	1199 THORNDALE ST THORNDALE SUBD LOT 8 BLK 2	75.50 Sq Ft @	11.00 Sq/Ft	830.50 830.50
			Parcel Total Charges			
DISTRICT 8	1-2171	MATTHEW PEARSON, ETAL 1209 THORNDALE ST GREEN BAY WI 54304-3916	1209 THORNDALE ST THORNDALE SUB LOT 10 BLK 2	44.00 Sq Ft @	11.00 Sq/Ft	484.00 484.00
			Parcel Total Charges			

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2173	BONNIE G & CRAIG C RICKAWAY 223 RIVER PARK DR NEW BRAUNFELS TX 78130	1221 THORNDALE ST THORNDALE SUB LOT 12 BLK 2	74.50 Sq Ft @	11.00 Sq/Ft	819.50 819.50
			Parcel Total Charges			
DISTRICT 8	1-2174	BRIAN S VERHEYDEN 1225 THORNDALE ST GREEN BAY WI 54304	1225 THORNDALE ST THORNDALE SUB LOT 13 BLK 2	350.00 Sq Ft @	11.00 Sq/Ft	3850.00 3850.00
			Parcel Total Charges			
DISTRICT 8	1-2177	DAVID D HOLEWINSKI 490 VIRIDIAN ST ENGLEWOOD FL 34223-2716	1248 THORNDALE ST THORNDALE SUB LOT 3 BLK 3	50.50 Sq Ft @	11.00 Sq/Ft	555.50 555.50
			Parcel Total Charges			
DISTRICT 8	1-2178	HOME FIELD ADVANTAGE LLC 1580 GANDER CT SUAMICO WI 54173	1254 THORNDALE ST THORNDALE SUBD LOT 4 BLK 3	26.00 Sq Ft @ 75.50 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	286.00 906.00 1192.00
			Parcel Total Charges			
DISTRICT 8	1-2179	TRICIA L GARRISON LIVING TRUST 1260 THORNDALE ST GREEN BAY WI 54304	1260 THORNDALE ST THORNDALE SUBD LOT 5 BLK 3	25.00 Sq Ft @	11.00 Sq/Ft	275.00 275.00
			Parcel Total Charges			
DISTRICT 8	1-2181	STEPHEN & LOU ANN BEECHER 1211 SEVERNVIEW DR CROWNSVILLE MD 21032-1131	1803 FRANK ST THORNDALE SUB LOT 7 BLK 3	50.50 Sq Ft @ 151.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	606.00 1666.50 2272.50
			Parcel Total Charges			
DISTRICT 8	1-2184	STEPHEN E WELHOUSE 5103 CONTOURA DR ORLANDO FL 32810	1249 THORNDALE ST THORNDALE SUB LOT 3 BLK 4	49.00 Sq Ft @ 79.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	588.00 874.50 1462.50
			Parcel Total Charges			
DISTRICT 8	1-2185	PACKER PARTY LLC 1883 W ROYAL HUNTE DR., STE 200A CEDAR CITY UT 84720	1255 THORNDALE ST THORNDALE SUBD LOT 4 BLK 4	103.50 Sq Ft @	11.00 Sq/Ft	1138.50 1138.50
			Parcel Total Charges			

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2186	ROBERT J CONNELLY 1259 THORNDALE ST GREEN BAY WI 54304-3947	1259 THORNDALE ST THORNDALE SUB LOT 5 BLK 4	43.50 Sq Ft @	11.00 Sq/Ft	478.50 478.50
DISTRICT 8	1-2187	MATTHEW & CHRISTINA RICHTER-LABOZETTA 1267 THORNDALE ST GREEN BAY WI 54304	1267 THORNDALE ST THORNDALE SUBD LOT 6 BLK 4	125.50 Sq Ft @	11.00 Sq/Ft	1380.50 1380.50
DISTRICT 8	1-2193	WISCO SHORT TERM RENTALS LLC 414 E WALNUT ST GREEN BAY WI 54301	1820 FRANK ST THORNDALE SUBD LOT 5 BLK 5	25.00 Sq Ft @	11.00 Sq/Ft	275.00 275.00
DISTRICT 8	1-2209	ICP PROPERTIES LLC 3205 YEAGER DR GREEN BAY WI 54311	1275 SHADOW LN DENEYS SUB #4 LOT 1 BLK 1 & PRT OF VAC RD IN 2760641	26.50 Sq Ft @ 78.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	318.00 858.00 1176.00
DISTRICT 8	1-2210	DENNIS M & PAMELA B KLUMB W1951 BEULAH HEIGHTS RD EAST TROY WI 53120	1267 SHADOW LN DENEYS SUB #4 LOT 2 BLK 1	49.00 Sq Ft @	11.00 Sq/Ft	539.00 539.00
DISTRICT 8	1-2215	GARY L BARANOWSKI 3166 ATLANTIS DR GREEN BAY WI 54313	1239 SHADOW LN DENEYS SUB #4 LOT 7 BLK 1	25.00 Sq Ft @	11.00 Sq/Ft	275.00 275.00
DISTRICT 8	1-2217	LAPH LLC 16563 W HATHAWAY LN STONE LAKE WI 54876	1229 SHADOW LN DENEYS SUB #4 LOT 9 BLK 1	75.50 Sq Ft @ 156.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	906.00 1716.00 2622.00
DISTRICT 8	1-2220	COREY W BEHNKE, ETAL 1213 SHADOW LN GREEN BAY WI 54304	1213 SHADOW LN DENEYS SUB #4 LOT 12 BLK 1	25.00 Sq Ft @	11.00 Sq/Ft	275.00 275.00
DISTRICT 8	1-2223	CINDY & HARRY C BOEBEL 17835 GEBHARDT RD BROOKFIELD WI 53045-6627	1195 SHADOW LN DENEYS SUB #4 LOT 15 BLK 1	48.00 Sq Ft @	11.00 Sq/Ft	528.00 528.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	1-2226	DOROTHY HARRSCH	1177 SHADOW LN DENEYS SUBD #4 LOT 18 BLK 1			
8		1177 SHADOW LN GREEN BAY WI 54304-3941		50.00 Sq Ft @	12.00 Sq/Ft	600.00
				75.00 Sq Ft @	11.00 Sq/Ft	825.00
			Parcel Total Charges			1425.00
DISTRICT	1-2228	GB PACKER HOUSE LLC	1167 SHADOW LN DENEYS SUB #4 LOT 20 BLK 1			
8		28225 MUNZ DR LONE ROCK WI 53556		25.00 Sq Ft @	11.00 Sq/Ft	275.00
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
			Parcel Total Charges			575.00
DISTRICT	1-2229	JOHN D & MELISSA M PETERSON	1838 S ONEIDA ST DENEYS SUB #4 LOT 21 BLK 1 EX RD IN 2009018			
8		1166 MORRIS AV GREEN BAY WI 54304		24.00 Sq Ft @	11.00 Sq/Ft	264.00
			Parcel Total Charges			264.00
DISTRICT	1-2248	ONEIDA PACKERLAND LLC	1727 S ONEIDA ST DENEYS SUB #4 LOT 1 BLK 3			
8		1402 122ND ST LAKE HALLIE WI 54729		25.00 Sq Ft @	12.00 Sq/Ft	300.00
				126.00 Sq Ft @	11.00 Sq/Ft	1386.00
			Parcel Total Charges			1686.00
DISTRICT	1-2257	SFEVER DOOR COUNTY PROPERTIES LLC	1735 S ONEIDA ST DENEYS SUB #4 LOT 10 & W 4 FT OF LOT 11 BLK 3			
8		3025 WAUBENOOR DR GREEN BAY WI 54301		101.00 Sq Ft @	11.00 Sq/Ft	1111.00
			Parcel Total Charges			1111.00
DISTRICT	1-2260	ROBERTS & TERI L BLANK	1130 KENWOOD ST DENEYS SUB #4 LOT 13 & E 3 FT OF LOT 12 BLK 3			
8		1130 KENWOOD ST GREEN BAY WI 54304-3807		25.50 Sq Ft @	11.00 Sq/Ft	280.50
			Parcel Total Charges			280.50
DISTRICT	1-2261	LAURA J & JAMES G CARLOS	1124 KENWOOD ST DENEYS SUB #4 LOT 14 BLK 3			
8		1124 KENWOOD ST GREEN BAY WI 54304-3807		25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT	1-2263	BRENTON S & BRENDA L BRAYKO LIVING TRUST OF 2005	1114 KENWOOD ST DENEYS SUBD #4 LOT 16 BLK 3			
8		1114 KENWOOD ST GREEN BAY WI 54304		25.50 Sq Ft @	12.00 Sq/Ft	306.00
				75.00 Sq Ft @	11.00 Sq/Ft	825.00
			Parcel Total Charges			1131.00
DISTRICT	1-2265	BECKY J FLECK, ETAL	1102 KENWOOD ST DENEYS SUB #4 LOT 18 BLK 3			
8		1102 KENWOOD ST GREEN BAY WI 54304-3807		24.00 Sq Ft @	12.00 Sq/Ft	288.00

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				53.00 Sq Ft @	11.00 Sq/Ft	583.00
			Parcel Total Charges			871.00
DISTRICT	1-2266	CHANCE PROPERTIES LLC	1749 S ONEIDA ST DENEYS SUB #4 LOT 1 BLK 4			
8		1313 BLUE RIDGE DR GREEN BAY WI 54304-4057		49.50 Sq Ft @	12.00 Sq/Ft	594.00
				372.50 Sq Ft @	11.00 Sq/Ft	4097.50
			Parcel Total Charges			4691.50
DISTRICT	1-2275	MARI MCKAY	1807 S ONEIDA ST DENEYS SUB #4 LOT 10 BLK 4			
8		1807 S ONEIDA ST GREEN BAY WI 54304		125.50 Sq Ft @	11.00 Sq/Ft	1380.50
			Parcel Total Charges			1380.50
DISTRICT	1-2276	ROBERT J BRZEZINSKI	1142 THORNDALE ST DENEYS SUB #4 LOT 11 BLK 4			
8		1142 THORNDALE ST GREEN BAY WI 54304-3915		27.00 Sq Ft @	12.00 Sq/Ft	324.00
				51.00 Sq Ft @	11.00 Sq/Ft	561.00
			Parcel Total Charges			885.00
DISTRICT	1-2279	RYAN DEMPSEY	1126 THORNDALE ST DENEYS SUB #4 LOT 14 BLK 4			
8		PO BOX 12273 GREEN BAY WI 54307		50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT	1-2281	BO & BRANKICA BAKOVIC	1114 THORNDALE ST DENEYS SUB #4 LOT 16 BLK 4			
8		1114 THORNDALE ST GREEN BAY WI 54304-3915		50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT	1-2282	SALLY A CAYLOR	1108 THORNDALE ST DENEYS SUBD #4 LOT 17 BLK 4			
8		1108 THORNDALE ST GREEN BAY WI 54304-3915		50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT	1-2283	MARK SANTY, ETAL DWAINE & AUDREY SANTY LE 1031 ANDERSON DR #A215 GREEN BAY WI 54304-5072	1102 THORNDALE ST DENEYS SUB #4 LOT 18 BLK 4			
8				23.50 Sq Ft @	11.00 Sq/Ft	258.50
			Parcel Total Charges			258.50
DISTRICT	1-2284	RAMONA L ELIASON	1817 S ONEIDA ST DENEYS SUB #4 LOT 1 BLK 5			
8		293 MAPLEWOOD LN SOBIESKI WI 54171		50.50 Sq Ft @	12.00 Sq/Ft	606.00
				371.50 Sq Ft @	11.00 Sq/Ft	4086.50
			Parcel Total Charges			4692.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2285	RAMONA L ELIASON 293 MAPLEWOOD LN SOBIESKI WI 54171	THORNDALE ST DENEYS SUB #4 LOT 2 BLK 5	136.00 Sq Ft @	11.00 Sq/Ft	1496.00
				Parcel Total Charges		1496.00
DISTRICT 8	1-2291	JEROME & MICHELLE REIDMAN FAMILY TRUST 13350 ARVIDSON RD CHINO CA 91710	1109 THORNDALE ST DENEYS SUBD #4 LOT 8 BLK 5	51.00 Sq Ft @	11.00 Sq/Ft	561.00
				Parcel Total Charges		561.00
DISTRICT 8	1-2292	HEAT PROPERTIES LLC 3990 EVERGREEN AVE GREEN BAY WI 54313	1101 THORNDALE ST DENEYS SUB #4 LOT 9 BLK 5	25.00 Sq Ft @	11.00 Sq/Ft	275.00
				Parcel Total Charges		275.00
DISTRICT 8	1-2293	BEATRICE G FROELICH 1827 S ONEIDA ST GREEN BAY WI 54304-3934	1827 S ONEIDA ST DENEYS SUB #4 LOT 10 BLK 5	75.50 Sq Ft @	12.00 Sq/Ft	906.00
				175.50 Sq Ft @	11.00 Sq/Ft	1930.50
				Parcel Total Charges		2836.50
DISTRICT 8	1-2295	L&R LAMBEAU VIEW LLC 1531 BELLEVUE ST STE B GREEN BAY WI 54311	1136 SHADOW LN DENEYS SUB #4 LOT 12 BLK 5	50.00 Sq Ft @	12.00 Sq/Ft	600.00
				101.00 Sq Ft @	11.00 Sq/Ft	1111.00
				Parcel Total Charges		1711.00
DISTRICT 8	1-2296	ALLAN L DORN N6307 COUNTY ROAD E DE PERE WI 54115	1130 SHADOW LN DENEYS SUBD #4 LOT 13 BLK 5	75.00 Sq Ft @	11.00 Sq/Ft	825.00
				Parcel Total Charges		825.00
DISTRICT 8	1-2297	JENNIFER A & SHAWN M FISCHER 3852 RED OAK DR GREEN BAY WI 54313	1124 SHADOW LN DENEYS SUB #4 LOT 14 BLK 5	25.00 Sq Ft @	11.00 Sq/Ft	275.00
				Parcel Total Charges		275.00
DISTRICT 8	1-2302	DEBBIE L JACQUES 1839 S ONEIDA ST GREEN BAY WI 54304-3936	1839 S ONEIDA ST DENEYS SUB #4 LOT 1 BLK 6 EX RD IN 2009019	60.00 Sq Ft @	11.00 Sq/Ft	660.00
				79.00 Sq Ft @	11.00 Sq/Ft	869.00
				Parcel Total Charges		1529.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2303	MOSHER STACY J & DEBORAH M LIVING TRUST STACY & DEBORAH MOSHER 1141 SHADOW LN GREEN BAY WI 54304-3908	1141 SHADOW LN DENEYS SUB #4 LOT 2 BLK 6			
				43.00 Sq Ft @	11.00 Sq/Ft	473.00
				Parcel Total Charges		473.00
DISTRICT 8	1-2306	MARY LOU GILLE 1125 SHADOW LN GREEN BAY WI 54304	1125 SHADOW LN DENEYS SUBD #4 LOT 5 BLK 6			
				75.50 Sq Ft @	11.00 Sq/Ft	830.50
				Parcel Total Charges		830.50
DISTRICT 8	1-2308	CHRISTIAN C & CAROLINE A CLAYTON 1113 SHADOW LN GREEN BAY WI 54304-3908	1113 SHADOW LN DENEYS SUB #4 LOT 7 BLK 6			
				32.00 Sq Ft @	12.00 Sq/Ft	384.00
				50.50 Sq Ft @	11.00 Sq/Ft	555.50
				Parcel Total Charges		939.50
DISTRICT 8	1-2309	JAMBER INVESTMENTS LLC PO BOX 6131 DE PERE WI 54115	1109 SHADOW LN DENEYS SUBD #4 LOT 8 BLK 6			
				25.50 Sq Ft @	11.00 Sq/Ft	280.50
				Parcel Total Charges		280.50
DISTRICT 8	1-2310	SAMUEL M & SANDRA STEFFENS 1105 SHADOW LN GREEN BAY WI 54304-3908	1105 SHADOW LN DENEYS SUB #4 LOT 9 BLK 6			
				24.50 Sq Ft @	11.00 Sq/Ft	269.50
				Parcel Total Charges		269.50
DISTRICT 8	1-2311	PETER J MCNABB PETER J MC NABB 1506 S ONEIDA ST GREEN BAY WI 54304-3325	1506 S ONEIDA ST WOUTERS SUBD #1 LOT 1 BLK 1			
				75.00 Sq Ft @	11.00 Sq/Ft	825.00
				Parcel Total Charges		825.00
DISTRICT 8	1-2312	RELAX RENTALS LLC 2158 RED OAK DR GREEN BAY WI 54304	1510 S ONEIDA ST WOUTERS SUBD #1 LOT 2 BLK 1			
				49.50 Sq Ft @	12.00 Sq/Ft	594.00
				200.50 Sq Ft @	11.00 Sq/Ft	2205.50
				Parcel Total Charges		2799.50
DISTRICT 8	1-2313	CYNTHIA M PARMA 1518 S ONEIDA ST GREEN BAY WI 54304-3325	1518 S ONEIDA ST WOUTERS SUBD #1 LOT 3 BLK 1			
				52.00 Sq Ft @	11.00 Sq/Ft	572.00
				53.50 Sq Ft @	12.00 Sq/Ft	642.00
				Parcel Total Charges		1214.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	1-2314	BRITTANY A SANFTLEBEN	1524 S ONEIDA ST WOUTERS SUBD #1 LOT 4 BLK 1			
8		1524 S ONEIDA ST GREEN BAY WI 54304		77.50 Sq Ft @	12.00 Sq/Ft	930.00
			Parcel Total Charges			930.00
DISTRICT	1-2315	FREEBURY FAMILY TRUST RUSSELL & CAROLE FREEBURY 1604 S ONEIDA ST GREEN BAY WI 54304-3327	1604 S ONEIDA ST WOUTERS SUBD #1 LOT 5 BLK 1			
8				102.50 Sq Ft @	11.00 Sq/Ft	1127.50
				103.00 Sq Ft @	12.00 Sq/Ft	1236.00
			Parcel Total Charges			2363.50
DISTRICT	1-2316	CARVER INVESTMENTS LLC	1610 S ONEIDA ST WOUTERS SUBD #1 LOT 6 BLK 1			
8		PO BOX 293 APPLETON WI 54912		56.00 Sq Ft @	12.00 Sq/Ft	672.00
				201.00 Sq Ft @	11.00 Sq/Ft	2211.00
			Parcel Total Charges			2883.00
DISTRICT	1-2319	TERRI A & DANIEL F PIONTEK TERRI A PIONTEK 1508 DELORES ST GREEN BAY WI 54304-3316	1508 DELORES ST WOUTERS SUBD #1 LOT 1 BLK 2			
8				25.50 Sq Ft @	11.00 Sq/Ft	280.50
			Parcel Total Charges			280.50
DISTRICT	1-2320	RICHARD L & DIANNE J HOFFMAN	1512 DELORES ST WOUTERS SUBD #1 LOT 2 BLK 2			
8		1512 DELORES ST GREEN BAY WI 54304-3316		33.00 Sq Ft @	11.00 Sq/Ft	363.00
			Parcel Total Charges			363.00
DISTRICT	1-2321	SALLY J & STEVEN J KARLS	1516 DELORES ST WOUTERS SUBD #1 LOT 3 BLK 2			
8		1522 DELORES ST GREEN BAY WI 54304		25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT	1-2322	STEVEN J & SALLY J KARLS	1522 DELORES ST WOUTERS SUBD #1 LOT 4 BLK 2			
8		1522 DELORES ST GREEN BAY WI 54304-3316		25.00 Sq Ft @	12.00 Sq/Ft	300.00
				36.50 Sq Ft @	11.00 Sq/Ft	401.50
			Parcel Total Charges			701.50
DISTRICT	1-2323	MARY K WAGNER	1602 DELORES ST WOUTERS SUBD #1 LOT 5 BLK 2			
8		1602 DELORES ST GREEN BAY WI 54304-3341		62.00 Sq Ft @	11.00 Sq/Ft	682.00
			Parcel Total Charges			682.00
DISTRICT	1-2324	MARTIN WELTER	1606 DELORES ST WOUTERS SUBD #1 LOT 6 BLK 2			
8		1606 DELORES ST GREEN BAY WI 54304		90.50 Sq Ft @	11.00 Sq/Ft	995.50
			Parcel Total Charges			995.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	1-2326	JODY L GIERCZAK	1622 DELORES ST WOUTERS SUBD #1 LOT 8 BLK 2			
8		1622 DELORES ST GREEN BAY WI 54304-3341				
				476.00 Sq Ft @	11.00 Sq/Ft	5236.00
			Parcel Total Charges			5236.00
DISTRICT	1-2329	JMAL ENTERPRISES LLC	1609 S ONEIDA ST WOUTERS SUBD #1 LOT 11 BLK 2			
8		16233 ROSEMALLOW LN ALVA FL 33920				
				75.00 Sq Ft @	12.00 Sq/Ft	900.00
				87.50 Sq Ft @	11.00 Sq/Ft	962.50
			Parcel Total Charges			1862.50
DISTRICT	1-2330	KARLI & FELIX J GUZMAN	1603 S ONEIDA ST WOUTERS SUBD #1 LOT 12 BLK 2			
8		1603 ONEIDA ST GREEN BAY WI 54304				
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
				54.50 Sq Ft @	11.00 Sq/Ft	599.50
			Parcel Total Charges			899.50
DISTRICT	1-2331	TREPTOW GLORIA R REVOCABLE TRUST GLORIA R TREPTOW 1521 S ONEIDA ST GREEN BAY WI 54304-3324	1521 S ONEIDA ST WOUTERS SUBD #1 LOT 13 BLK 2			
8						
				24.50 Sq Ft @	11.00 Sq/Ft	269.50
			Parcel Total Charges			269.50
DISTRICT	1-2332	SCOUT MICHAEL JOHNSON	1517 S ONEIDA ST WOUTERS SUBD #1 LOT 14 BLK 2			
8		1517 S ONEIDA ST GREEN BAY WI 54304				
				180.50 Sq Ft @	11.00 Sq/Ft	1985.50
			Parcel Total Charges			1985.50
DISTRICT	1-2333	AUSTIN TRUDELL	1513 S ONEIDA ST WOUTERS SUBD #1 LOT 15 BLK 2			
8		5968 CTH E ABRAMS WI 54101				
				50.50 Sq Ft @	12.00 Sq/Ft	606.00
				81.00 Sq Ft @	11.00 Sq/Ft	891.00
			Parcel Total Charges			1497.00
DISTRICT	1-2334	MELISSA J MCARDLE	1505 S ONEIDA ST WOUTERS SUBD #1 LOT 16 BLK 2			
8		1505 S ONEIDA ST GREEN BAY WI 54304-3324				
				49.50 Sq Ft @	11.00 Sq/Ft	544.50
				75.50 Sq Ft @	12.00 Sq/Ft	906.00
			Parcel Total Charges			1450.50
DISTRICT	1-2357	LACOUNT DANIEL J R DISABILITY TRUST DISABILITY TRUST FOR DANIEL J R LACOUNT 212 OAK GROVE AV GREEN BAY WI 54302	1702 GROSS AVE SOUTHGATE SUBD LOT 1 BLK 1			
8						
				300.00 Sq Ft @	11.00 Sq/Ft	3300.00
			Parcel Total Charges			3300.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2358	SANDRA & BRYAN MONZON 616 BRIGHTWOOD AVE CHULA VISTA CA 91910	1708 GROSS AVE SOUTHGATE SUBD LOT 2 BLK 1	48.00 Sq Ft @	11.00 Sq/Ft	528.00
			Parcel Total Charges			528.00
DISTRICT 8	1-2359	PAT & PAUL GIANNI 4404 SCRIPPS DR SAN BERNARDINO CA 92407	1714 GROSS AVE SOUTHGATE SUBD LOT 3 BLK 1	75.00 Sq Ft @ 180.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	900.00 1985.50
			Parcel Total Charges			2885.50
DISTRICT 8	1-2363	GREGORY J SHAVLIK 1052 KENWOOD ST GREEN BAY WI 54304	1052 KENWOOD ST SOUTHGATE SUBD LOT 3 BLK 2	101.50 Sq Ft @	11.00 Sq/Ft	1116.50
			Parcel Total Charges			1116.50
DISTRICT 8	1-2365	JAMES R MOUREAU 1748 GROSS AVE GREEN BAY WI 54304-3950	1748 GROSS AVE SOUTHGATE SUBD LOT 1 BLK 3	24.00 Sq Ft @ 50.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	288.00 555.50
			Parcel Total Charges			843.50
DISTRICT 8	1-2366	CONSTANCE A GREISER 1800 GROSS AVE GREEN BAY WI 54304-3902	1800 GROSS AVE SOUTHGATE SUBD LOT 2 BLK 3	25.50 Sq Ft @	11.00 Sq/Ft	280.50
			Parcel Total Charges			280.50
DISTRICT 8	1-2367	BRANDON LECHER 1804 GROSS AVE GREEN BAY WI 54304-3902	1804 GROSS AVE SOUTHGATE SUBD LOT 3 BLK 3	50.00 Sq Ft @ 50.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	550.00 600.00
			Parcel Total Charges			1150.00
DISTRICT 8	1-2370	KAREN & JOHN TIBERG 1820 GROSS AVE GREEN BAY WI 54304-3951	1820 GROSS AVE SOUTHGATE SUBD LOT 2 BLK 4	75.00 Sq Ft @ 150.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	900.00 1650.00
			Parcel Total Charges			2550.00
DISTRICT 8	1-2371	STEVEN R & SARA J DRAEGER 1054 SHADOW LN GREEN BAY WI 54304-3940	1054 SHADOW LN SOUTHGATE SUBD LOT 3 BLK 4	174.50 Sq Ft @	11.00 Sq/Ft	1919.50
			Parcel Total Charges			1919.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2434	AARON M KRAUS 1705 S RIDGE RD GREEN BAY WI 54304-3824	1705 S RIDGE RD SCHMITT PLAT #8 LOT 2 BLK 1	24.50 Sq Ft @	11.00 Sq/Ft	269.50 269.50
			Parcel Total Charges			
DISTRICT 8	1-2439	JEFFREY H & KRISTIN E COLEMAN 1720 FRANK ST GREEN BAY WI 54304-3834	1720 FRANK ST SCHMITT PLAT #8 NLY 75 FT O F LOT 7 BLK 1	59.00 Sq Ft @ 103.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	708.00 1133.00 1841.00
			Parcel Total Charges			
DISTRICT 8	1-2447	DANIEL KOCH 1702 SPENCE ST GREEN BAY WI 54304	1702 SPENCE ST SCHMITT PLAT #8 LOT 7 & E 23.5 FT OF LOT 6 BLK 2	51.50 Sq Ft @	11.00 Sq/Ft	566.50 566.50
			Parcel Total Charges			
DISTRICT 8	1-2448	STEVEN D FREY, ETAL STEVEN D FREY & TAMMY L VOGEL 1714 SPENCE ST GREEN BAY WI 54304-3838	1714 SPENCE ST SCHMITT PLAT #8 LOT 8 BLK 2	76.50 Sq Ft @	11.00 Sq/Ft	841.50 841.50
			Parcel Total Charges			
DISTRICT 8	1-2454	KEVIN LAPOINTE KEVIN LA POINTE 4315 WINDEMER LN ONEIDA WI 54155-8656	1713 FRANK ST SCHMITT PLAT #8 LOT 14 BLK 2	24.50 Sq Ft @ 275.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	294.00 3025.00 3319.00
			Parcel Total Charges			
DISTRICT 8	1-2455	EMILY & PATRICK SMITS 1705 SPENCE ST GREEN BAY WI 54304	1705 SPENCE ST SCHMITT PLAT #8 LOT 1 BLK 3	50.50 Sq Ft @	11.00 Sq/Ft	555.50 555.50
			Parcel Total Charges			
DISTRICT 8	1-2466	JACQUE JAMES & MARY JO REVOCABLE TRUST 1819 RENAISSANCE CT GREEN BAY WI 54313	1704 S ONEIDA ST SCHMITT PLAT #8 LOT 12 BLK 3	94.50 Sq Ft @	11.00 Sq/Ft	1039.50 1039.50
			Parcel Total Charges			
DISTRICT 8	1-2467	KENTON J MEHNE 2989 LONGVIEW LN SUAMICO WI 54173	1708 S ONEIDA ST SCHMITT PLAT #8 LOT 13 BLK 3	72.00 Sq Ft @ 94.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	792.00 1128.00 1920.00
			Parcel Total Charges			
DISTRICT 8	1-2478	CAROLINE NICHOLS 1715 SPENCE ST GREEN BAY WI 54304-3837	1713 SPENCE ST SCHMITT PLAT #8 W 76 FT OF LOT 24 BLK 3	50.00 Sq Ft @	12.00 Sq/Ft	600.00

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				122.00 Sq Ft @	11.00 Sq/Ft	1342.00
			Parcel Total Charges			1942.00
DISTRICT	1-2479	RONALD A & KARA A ZELLERS	1725 SPENCE ST			
8		1725 SPENCE ST	SCHMITT PLAT #8 LOT 1 BLK 4			
		GREEN BAY WI 54304-3873		24.50 Sq Ft @	12.00 Sq/Ft	294.00
				176.00 Sq Ft @	11.00 Sq/Ft	1936.00
			Parcel Total Charges			2230.00
DISTRICT	1-2490	1726/1730 SOUTH ONEIDA STREET	1726 S ONEIDA ST			
8		LLC	SCHMITT PLAT #8 LOT 12 BLK 4			
		1726 S ONEIDA ST		101.50 Sq Ft @	12.00 Sq/Ft	1218.00
		GREEN BAY WI 54304		180.50 Sq Ft @	11.00 Sq/Ft	1985.50
			Parcel Total Charges			3203.50
DISTRICT	1-2491	KRISTIN V & OSCAR L RAMSEY	1725 FRANK ST			
8		1725 FRANK ST	SCHMITT PLAT #8 LOT 1 & W 4 FT OF			
		GREEN BAY WI 54304-3839	LOT 2 BLK 5			
				74.00 Sq Ft @	11.00 Sq/Ft	814.00
			Parcel Total Charges			814.00
DISTRICT	1-2497	JEAN T MARCHETTI REVOCABLE	1724 SPENCE ST			
8		TRUST OF 2020	SCHMITT PLAT #8 LOT 7 BLK 5			
		1724 SPENCE ST		51.50 Sq Ft @	12.00 Sq/Ft	618.00
		GREEN BAY WI 54304		54.50 Sq Ft @	11.00 Sq/Ft	599.50
			Parcel Total Charges			1217.50
DISTRICT	1-2499	CHERYL A & JERRY H HANSON	1824 SPENCE ST			
8		1810 S RIDGE RD	GAVERAS-KAPITZ SUBD LOT 2			
		GREEN BAY WI 54304		69.50 Sq Ft @	12.00 Sq/Ft	834.00
				170.00 Sq Ft @	11.00 Sq/Ft	1870.00
			Parcel Total Charges			2704.00
DISTRICT	1-2500	WITKERR FAMILY LIMITED	1823 SPENCE ST			
8		PARTNERSHIP	GAVERAS-KAPITZ SUBD LOT 3			
		C/O EXPRESS AVE LLC; WITKERR				
		FAMILY LTD PRTR		94.50 Sq Ft @	11.00 Sq/Ft	1039.50
		PO BOX 95				1039.50
		COLEMAN WI 54112-0095				
			Parcel Total Charges			
DISTRICT	1-2501	L & R LAMBEAU VIEW LLC	1218 SHADOW LN			
8		P.O BOX 5062	GAVERAS-KAPITZ SUBD LOT 4			
		DE PERE WI 54115		50.50 Sq Ft @	12.00 Sq/Ft	606.00
				125.00 Sq Ft @	11.00 Sq/Ft	1375.00
			Parcel Total Charges			1981.00

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DISTRICT 8	1-2502	L & R LAMBEAU VIEW LLC 1531 BELLEVUE ST STE B GREEN BAY WI 54311	1214 SHADOW LN GAVERAS-KAPITZ SUBD LOT 5	53.00 Sq Ft @	11.00 Sq/Ft	583.00
				53.00 Sq Ft @	12.00 Sq/Ft	636.00
				Parcel Total Charges		1219.00
DISTRICT 8	1-2507	PHYLLIS SEEFELDT 1188 SHADOW LA GREEN BAY WI 54304-3942	1186 SHADOW LN GAVERAS-KAPITZ SUBD ELY 58 FT OF LOT 10 & WLY 26 FT OF LOT 11	76.50 Sq Ft @	11.00 Sq/Ft	841.50
				Parcel Total Charges		841.50
DISTRICT 8	1-2509	STACY M SIEWERT, ETAL DALE & SANDRA SIEWERT LE 1184 SHADOW LN GREEN BAY WI 54304-3942	1184 SHADOW LN GAVERAS-KAPITZ SUBD LOT 12 EX ELY 38 FT ALSO ELY 42 FT OF LOT 11	50.50 Sq Ft @	11.00 Sq/Ft	555.50
				Parcel Total Charges		555.50
DISTRICT 8	1-2510	PREGAME HOUSE GB LLC 3525 DEL MAR HEIGHTS RD UNIT 19 SAN DIEGO CA 92130	1174 SHADOW LN GAVERAS-KAPITZ SUBD LOT 13 EX ELY 34 FT & E 38 FT OF LOT 12	24.50 Sq Ft @	12.00 Sq/Ft	294.00
				100.00 Sq Ft @	11.00 Sq/Ft	1100.00
				Parcel Total Charges		1394.00
DISTRICT 8	1-2511	ANN KAPITZ MRS MILTON KAPITZ 1162 SHADOW LN GREEN BAY WI 54304-3942	1100 SHADOW LN GAVERAS-KAPITZ SUBD LOT 14 EX WLY 34 FT	69.50 Sq Ft @	11.00 Sq/Ft	764.50
				Parcel Total Charges		764.50
DISTRICT 8	1-2511-A	TITLE 14 INVESTMENTS LLC 4530 E SHEA BLVD STE 100 PHOENIX AZ 85028	1168 SHADOW LN GAVERAS-KAPITZ SUBD W 1/2 OF LOT 14 & E 1/2 OF LOT 13	55.50 Sq Ft @	12.00 Sq/Ft	666.00
				65.00 Sq Ft @	11.00 Sq/Ft	715.00
				Parcel Total Charges		1381.00
DISTRICT 8	1-2517	LINDA A & GREGORY J BINS 1287 BIEMERET ST GREEN BAY WI 54304-3252	1287 BIEMERET ST HANSENS PLAT #2 LOT 2 BLK 2	126.00 Sq Ft @	11.00 Sq/Ft	1386.00
				Parcel Total Charges		1386.00
DISTRICT 8	1-2520	LAWRENCE R & TAMERA K LACOMBE LAWRENCE R LA COMBE 1501 S RIDGE RD GREEN BAY WI 54304-3203	1501 S RIDGE RD HANSENS PLAT #2 LOT 5 BLK 2	25.00 Sq Ft @	11.00 Sq/Ft	275.00
				50.50 Sq Ft @	12.00 Sq/Ft	606.00
				Parcel Total Charges		881.00
DISTRICT 8	1-2521	LINDA M TOONEN 1502 FRANK ST GREEN BAY WI 54304-3214	1502 FRANK ST HANSENS PLAT #2 LOT 6 BLK 2	25.50 Sq Ft @	12.00 Sq/Ft	306.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
				51.00 Sq Ft @	11.00 Sq/Ft	561.00
			Parcel Total Charges			867.00
DISTRICT 8	1-2522	MESSER M B TRUST M B MESSER TRUST 2033 MARINETTE AVE MARINETTE WI 54143	1506 BEAUCHAMP ST MARYDALE SUBD LOT 1 BLK 1			
				50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT 8	1-2523	CROPSEY ROBERT A & SUSAN M REVOCABLE TRUST ROBERT & SUSAN CROPSEY 1512 BEAUCHAMP ST GREEN BAY WI 54304-3228	1512 BEAUCHAMP ST MARYDALE SUBD LOT 2 BLK 1			
				50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT 8	1-2524	SPENCER L WHITE 1518 BEUCHAMP GREEN BAY WI 54304	1518 BEAUCHAMP ST MARYDALE SUBD LOT 3 BLK 1			
				26.50 Sq Ft @	12.00 Sq/Ft	318.00
				134.00 Sq Ft @	11.00 Sq/Ft	1474.00
			Parcel Total Charges			1792.00
DISTRICT 8	1-2525	CASSANDRA A KORNOWSKI 1524 BEAUCHAMP ST GREEN BAY WI 54304	1524 BEAUCHAMP ST MARYDALE SUBD LOT 4 BLK 1			
				63.50 Sq Ft @	11.00 Sq/Ft	698.50
			Parcel Total Charges			698.50
DISTRICT 8	1-2526	DEBAKER FAMILY TRUST DE BAKER FAMILY TRUST 1602 BEAUCHAMP ST GREEN BAY WI 54304-3230	1602 BEAUCHAMP ST MARYDALE SUBD LOT 5 BLK 1			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT 8	1-2530	JANE M MEEHAN 1506 PILGRIM ST GREEN BAY WI 54304-3331	1506 PILGRIM ST MARYDALE SUBD LOT 1 BLK 2			
				22.50 Sq Ft @	12.00 Sq/Ft	270.00
				100.00 Sq Ft @	11.00 Sq/Ft	1100.00
			Parcel Total Charges			1370.00
DISTRICT 8	1-2531	BECKIE L APFEL 1512 PILGRIM ST GREEN BAY WI 54304	1512 PILGRIM ST MARYDALE SUBD LOT 2 BLK 2			
				10.00 Sq Ft @	12.00 Sq/Ft	120.00
			Parcel Total Charges			120.00
DISTRICT 8	1-2532	JOBELIUS FAMILY IRREVOCABLE TRUST 1518 PILGRIM ST GREEN BAY WI 54304-3331	1518 PILGRIM ST MARYDALE SUBD LOT 3 BLK 2			
				23.00 Sq Ft @	12.00 Sq/Ft	276.00
			Parcel Total Charges			276.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2533	BRIAN R TRUDELL, ETAL 1524 PILGRIM ST GREEN BAY WI 54304-3331	1524 PILGRIM ST MARYDALE SUBD LOT 4 BLK 2	49.50 Sq Ft @ 50.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	<u>594.00</u> <u>550.00</u> 1144.00
			Parcel Total Charges			
DISTRICT 8	1-2534	COREY J BUSS 1602 PILGRIM ST GREEN BAY WI 54304-3333	1602 PILGRIM ST MARYDALE SUBD LOT 5 BLK 2	122.50 Sq Ft @	11.00 Sq/Ft	<u>1347.50</u> 1347.50
			Parcel Total Charges			
DISTRICT 8	1-2536	MICHAEL L & SANDRA A NELSON 1614 PILGRIM ST GREEN BAY WI 54304-3333	1614 PILGRIM ST MARYDALE SUBD LOT 7 BLK 2	26.00 Sq Ft @	11.00 Sq/Ft	<u>286.00</u> 286.00
			Parcel Total Charges			
DISTRICT 8	1-2540	HAROLD E & TINA L BEBEAU 1609 BEAUCHAMP ST GREEN BAY WI 54304-3229	1609 BEAUCHAMP ST MARYDALE SUBD LOT 11 BLK 2	51.00 Sq Ft @	11.00 Sq/Ft	<u>561.00</u> 561.00
			Parcel Total Charges			
DISTRICT 8	1-2541	CONSTANCE SNYDER 1605 BEAUCHAMP ST GREEN BAY WI 54304-3229	1605 BEAUCHAMP ST MARYDALE SUBD LOT 12 BLK 2	25.00 Sq Ft @ 25.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	<u>275.00</u> <u>300.00</u> 575.00
			Parcel Total Charges			
DISTRICT 8	1-2542	JADAK PROPERTIES LLC 739 PINECREST RD GREEN BAY WI 54313	1525 BEAUCHAMP ST MARYDALE SUBD LOT 13 BLK 2	55.00 Sq Ft @	11.00 Sq/Ft	<u>605.00</u> 605.00
			Parcel Total Charges			
DISTRICT 8	1-2543	JOSE & ROSE N APONTE-AYALA 1517 BEAUCHAMP ST GREEN BAY WI 54304	1517 BEAUCHAMP ST MARYDALE SUBD LOT 14 BLK 2	71.00 Sq Ft @	11.00 Sq/Ft	<u>781.00</u> 781.00
			Parcel Total Charges			
DISTRICT 8	1-2544	JACQUELINE G ORLANDO 1513 BEAUCHAMP ST GREEN BAY WI 54304-3227	1513 BEAUCHAMP ST MARYDALE SUBD LOT 15 BLK 2	25.00 Sq Ft @	11.00 Sq/Ft	<u>275.00</u> 275.00
			Parcel Total Charges			
DISTRICT 8	1-2545	CRAIG A & CAROL J PAAP 1505 BEAUCHAMP ST GREEN BAY WI 54304-3227	1505 BEAUCHAMP ST MARYDALE SUBD LOT 16 BLK 2	24.00 Sq Ft @ 48.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	<u>288.00</u> <u>528.00</u> 816.00
			Parcel Total Charges			

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2550	MEGHAN A SCHWEINHAGEN 1605 PILGRIM ST GREEN BAY WI 54304-3332	1605 PILGRIM ST MARYDALE SUBD LOT 5 BLK 3	49.00 Sq Ft @	12.00 Sq/Ft	588.00 588.00
			Parcel Total Charges			
DISTRICT 8	1-2551	SCOTT M BOSACKI, ETAL SCOTT M BOSACKI & LAURA G GONZALES 1611 PILGRIM ST GREEN BAY WI 54304-3332	1611 PILGRIM ST MARYDALE SUBD LOT 6 BLK 3	132.00 Sq Ft @	11.00 Sq/Ft	1452.00 1452.00
			Parcel Total Charges			
DISTRICT 8	1-2610	KATHLEEN M BISCEGLIA 1606 SPENCE ST GREEN BAY WI 54304-3246	1606 SPENCE ST MARYDALE SUBD #2 LOT 5 & TH E SLY 2 FT OF LOT 4 BLK 4	75.00 Sq Ft @	11.00 Sq/Ft	825.00 825.00
			Parcel Total Charges			
DISTRICT 8	1-2612	SHARON J SCHMIDT, ETAL SHARON J SCHMIDT & STPEHEN PAYNE 1616 SPENCE ST GREEN BAY WI 54304-3246	1616 SPENCE ST MARYDALE SUBD #2 LOT 7 BLK 4	26.00 Sq Ft @	11.00 Sq/Ft	286.00 286.00
			Parcel Total Charges			
DISTRICT 8	1-2616	BRIAN A WENDT 1519 SPENCE ST GREEN BAY WI 54304-3243	1519 SPENCE ST MARYDALE SUBD #2 NORTH 70 F T OF LOT 3 BLK 5	23.00 Sq Ft @ 73.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	276.00 808.50 1084.50
			Parcel Total Charges			
DISTRICT 8	1-2619	TIM A BAUMGARTNER 1611 SPENCE ST GREEN BAY WI 54304-3245	1611 SPENCE ST MARYDALE SUBD #2 LOT 6 BLK 5	48.00 Sq Ft @	11.00 Sq/Ft	528.00 528.00
			Parcel Total Charges			
DISTRICT 8	1-2622	JOHN W & MICHELLE ELAND 1099 THORNDALE ST GREEN BAY WI 54304-3912	1099 THORNDALE ST SOUTHGATE SUBD #3 LOT 1 BLK 9	25.00 Sq Ft @ 52.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	300.00 577.50 877.50
			Parcel Total Charges			
DISTRICT 8	1-2624	JOHN C & GLENLYN BAUER 1087 THORNDALE ST GREEN BAY WI 54304-3912	1087 THORNDALE ST SOUTHGATE SUBD #3 LOT 3 BLK 9	25.00 Sq Ft @	11.00 Sq/Ft	275.00 275.00
			Parcel Total Charges			
DISTRICT 8	1-2626	RICHARD R & MARY J SCHNEIDER 1077 THORNDALE ST GREEN BAY WI 54304-3912	1077 THORNDALE ST SOUTHGATE SUBD #3 LOT 5 BLK 9	26.00 Sq Ft @	12.00 Sq/Ft	312.00 312.00
			Parcel Total Charges			

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2627	SHARON L DECLEENE SHARON L DE CLEENE 1071 THORNDALE ST GREEN BAY WI 54304-3912	1071 THORNDALE ST SOUTHGATE SUBD #3 LOT 6 BLK 9			
				25.50 Sq Ft @	12.00 Sq/Ft	306.00
				48.50 Sq Ft @	11.00 Sq/Ft	533.50
				Parcel Total Charges		839.50
DISTRICT 8	1-2629	BARBARA F SCHAUF 1061 THORNDALE ST GREEN BAY WI 54304	1061 THORNDALE ST SOUTHGATE SUBD #3 LOT 8 BLK 9			
				76.00 Sq Ft @	11.00 Sq/Ft	836.00
				Parcel Total Charges		836.00
DISTRICT 8	1-2631	PRIME GROUP LLC 1099 LINDEN LN CHILTON WI 53014	1092 SHADOW LN SOUTHGATE SUBD #3 LOT 10 BLK 9			
				99.00 Sq Ft @	11.00 Sq/Ft	1089.00
				Parcel Total Charges		1089.00
DISTRICT 8	1-2633	OUTSIDE THE BOX PROPERTIES LLC 3896 SHORECREST TR GREEN BAY WI 54311	1080 SHADOW LN SOUTHGATE SUBD #3 LOT 12 BLK 9			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
				Parcel Total Charges		275.00
DISTRICT 8	1-2634	DAVID & JANICE OBRIEN DAVID & JANICE O BRIEN 1076 SHADOW LN GREEN BAY WI 54304-3940	1076 SHADOW LN SOUTHGATE SUBD #3 LOT 13 BL K 9			
				27.00 Sq Ft @	11.00 Sq/Ft	297.00
				27.50 Sq Ft @	12.00 Sq/Ft	330.00
				Parcel Total Charges		627.00
DISTRICT 8	1-2635	JUAN DANIEL CHAVEZ 1070 SHADOW LN GREEN BAY WI 54304-3940	1070 SHADOW LN SOUTHGATE SUBD #3 LOT 14 BL K 9			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
				49.00 Sq Ft @	12.00 Sq/Ft	588.00
				Parcel Total Charges		863.00
DISTRICT 8	1-2637	RICKY G NELSON 1060 SHADOW LN GREEN BAY WI 54304-3940	1060 SHADOW LN SOUTHGATE SUBD #3 LOT 16 BL K 9			
				24.50 Sq Ft @	11.00 Sq/Ft	269.50
				Parcel Total Charges		269.50
DISTRICT 8	1-2646	EUGENE R & RUTH A KOBRIGER 1098 THORNDALE ST GREEN BAY WI 54304-3913	1098 THORNDALE ST SOUTHGATE SUBD #4 LOT 9 BLK 10			
				24.50 Sq Ft @	12.00 Sq/Ft	294.00
				204.00 Sq Ft @	11.00 Sq/Ft	2244.00
				Parcel Total Charges		2538.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2647	SANDRA QUIGLEY GLORIA J MONIGAL LE 1094 THORNDALE ST GREEN BAY WI 54304-3913	1094 THORNDALE ST SOUTHGATE SUBD #4 LOT 10 BL K 10	25.00 Sq Ft @	11.00 Sq/Ft	275.00 275.00
			Parcel Total Charges			
DISTRICT 8	1-2649	DAVID A & MARY JO HERRMANN 1080 THORNDALE ST GREEN BAY WI 54304	1080 THORNDALE ST SOUTHGATE SUBD #4 LOT 12 BLK 10	50.50 Sq Ft @	11.00 Sq/Ft	555.50 555.50
			Parcel Total Charges			
DISTRICT 8	1-2650	LEROY W & SHARLA R CATE 1076 THORNDALE ST GREEN BAY WI 54304-3913	1076 THORNDALE ST SOUTHGATE SUBD #4 LOT 13 BL K 10	25.00 Sq Ft @	11.00 Sq/Ft	275.00 275.00
			Parcel Total Charges			
DISTRICT 8	1-2653	DEENA M HEINS 1060 THORNDALE ST GREEN BAY WI 54304-3913	1060 THORNDALE ST SOUTHGATE SUBD #4 LOT 16 BL K 10	99.50 Sq Ft @	11.00 Sq/Ft	1094.50 1094.50
			Parcel Total Charges			
DISTRICT 8	1-2653-12	JENNIFER J & SCOTT J PAGEL 1070 KENWOOD ST GREEN BAY WI 54304-3805	1070 KENWOOD ST SOUTHGATE SUBD #5 LOT 12 EX W 5 FT OF LOT 12 BLK 11	25.00 Sq Ft @	11.00 Sq/Ft	275.00 275.00
			Parcel Total Charges			
DISTRICT 8	1-2654	KUEHN NANCY L TRUST AGREEMENT 2041 WOODALE AVE GREEN BAY WI 54313	1745 FRANK ST MARYDALE SUBD #3 LOT 1 BLK 6	174.00 Sq Ft @	11.00 Sq/Ft	1914.00 1914.00
			Parcel Total Charges			
DISTRICT 8	1-2660	MB HOMES LLC PO BOX 5517 DE PERE WI 54115	1748 SPENCE ST MARYDALE SUBD #3 LOT 7 BLK 6	25.50 Sq Ft @ 90.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	306.00 990.00 1296.00
			Parcel Total Charges			
DISTRICT 8	1-2663	DONALD E & CAROL M MILLER 1260 KENWOOD ST GREEN BAY WI 54304-3844	1260 KENWOOD ST MARYDALE SUB #3 LOT 3 BLK 7	27.50 Sq Ft @	11.00 Sq/Ft	302.50 302.50
			Parcel Total Charges			
DISTRICT 8	1-2664	KATHRYN M WOCHENSKE 1254 KENWOOD ST GREEN BAY WI 54304-3844	1254 KENWOOD ST MARYDALE SUB #3 LOT 4 BLK 7	21.50 Sq Ft @	11.00 Sq/Ft	236.50 236.50
			Parcel Total Charges			

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	1-2665	TIMOTHY R & LORI C BLAHNIK	1248 KENWOOD ST MARYDALE SUB #3 LOT 5 BLK 7			
8		1248 KENWOOD ST GREEN BAY WI 54304-3844		49.50 Sq Ft @	11.00 Sq/Ft	544.50
			Parcel Total Charges			544.50
DISTRICT	1-2667	LORRAINE K ROCKEY	1736 SPENCE ST MARYDALE SUB #3 LOT 7 BLK 7			
8		1736 SPENCE ST GREEN BAY WI 54304-3874		60.00 Sq Ft @	12.00 Sq/Ft	720.00
				199.00 Sq Ft @	11.00 Sq/Ft	2189.00
			Parcel Total Charges			2909.00
DISTRICT	1-2668	DALE M DEVILLERS	1733 SPENCE ST MARYDALE SUB #3 LOT 1 BLK 8			
8		3709 W IOLA ST BROKEN ARROW OK 74012		82.00 Sq Ft @	11.00 Sq/Ft	902.00
			Parcel Total Charges			902.00
DISTRICT	1-2669	TAMARA GROTH, ETAL ROLLAND E LEMKE LE 1220 KENWOOD ST GREEN BAY WI 54304-3809	1220 KENWOOD ST MARYDALE SUB #3 LOT 2 BLK 8			
8				24.50 Sq Ft @	11.00 Sq/Ft	269.50
			Parcel Total Charges			269.50
DISTRICT	1-2671	JOSEPH M LEMAY	1208 KENWOOD ST MARYDALE SUB #3 LOT 4 BLK 8			
8		1208 KENWOOD ST GREEN BAY WI 54304		23.50 Sq Ft @	12.00 Sq/Ft	282.00
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			557.00
DISTRICT	1-2672	MICHAEL T & THEODORA A DELANEY	1202 KENWOOD ST MARYDALE SUB #3 LOT 5 BLK 8			
8		1202 KENWOOD ST GREEN BAY WI 54304-3809		25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT	1-2675	MARK S CHAPMAN	1184 KENWOOD ST MARYDALE SUB #3 LOT 8 BLK 8			
8		1184 KENWOOD ST GREEN BAY WI 54304-3843		51.50 Sq Ft @	11.00 Sq/Ft	566.50
			Parcel Total Charges			566.50
DISTRICT	1-2676	SCOTT D SCHMIEDER, ETAL SCOTT D SCHMIEDER & MEGHAN M NOVROSKY 1178 KENWOOD ST GREEN BAY WI 54304-3843	1178 KENWOOD ST MARYDALE SUB #3 LOT 9 BLK 8			
8				123.00 Sq Ft @	11.00 Sq/Ft	1353.00
			Parcel Total Charges			1353.00
DISTRICT	1-2677	BRITTANY R KASPER	1170 KENWOOD ST MARYDALE SUB #3 LOT 10 BLK 8			
8		311 DEKARD RD LITTLE SUAMICO WI 54141		25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	1-2680	THOMAS D & DEBRA R TIEGS	1749 SPENCE ST MARYDALE SUB #3 LOT 1 BLK 9			
8		1749 SPENCE ST GREEN BAY WI 54304-3961				
				53.50 Sq Ft @	12.00 Sq/Ft	642.00
				145.50 Sq Ft @	11.00 Sq/Ft	1600.50
			Parcel Total Charges			2242.50
DISTRICT	1-2690	JEFFERY GAGE	1509 WALLS ST MARYDALE SUBD #4 LOT 1 BLK 10			
8		1509 WALLS ST GREEN BAY WI 54304-3221				
				51.00 Sq Ft @	11.00 Sq/Ft	561.00
			Parcel Total Charges			561.00
DISTRICT	1-2691	SALLY A & DEWEY T TROGDON	1513 WALLS ST MARYDALE SUBD #4 LOT 2 BLK 10			
8		1513 WALLS ST GREEN BAY WI 54304-3221				
				26.50 Sq Ft @	11.00 Sq/Ft	291.50
			Parcel Total Charges			291.50
DISTRICT	1-2692	RACHEL WERLEY	1519 WALLS ST MARYDALE SUBD #4 LOT 3 BLK 10			
8		1519 WALLS ST GREEN BAY WI 54304				
				12.50 Sq Ft @	11.00 Sq/Ft	137.50
			Parcel Total Charges			137.50
DISTRICT	1-2698	MICHAEL A WALTERS	1508 WALLS ST MARYDALE SUBD #4 LOT 1 BLK 11			
8		1508 WALLS ST GREEN BAY WI 54304-3222				
				24.00 Sq Ft @	12.00 Sq/Ft	288.00
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			563.00
DISTRICT	1-2699	JAMES A & SHARON S HUGENROTH	1512 WALLS ST MARYDALE SUBD #4 LOT 2 BLK 11			
8		JAMES A HUGENROTH SR SHARON STRONG HUGENROTH 1512 WALLS ST GREEN BAY WI 54304-3222				
				25.50 Sq Ft @	11.00 Sq/Ft	280.50
			Parcel Total Charges			280.50
DISTRICT	1-2703	MICHELLE M PRUST	1610 WALLS ST MARYDALE SUBD #4 LOT 6 EX S 2 FT BLK 11			
8		1610 WALLS ST GREEN BAY WI 54304-3224				
				50.50 Sq Ft @	12.00 Sq/Ft	606.00
			Parcel Total Charges			606.00
DISTRICT	1-2704	LLANA M SONNABEND	1616 WALLS ST MARYDALE SUBD #4 LOT 7 EX S 2 FT ALSO S 2 FT OF LOT 6 BLK 11			
8		3170 ATLANTIS DR GREEN BAY WI 54313				
				23.50 Sq Ft @	12.00 Sq/Ft	282.00
				160.50 Sq Ft @	11.00 Sq/Ft	1765.50
			Parcel Total Charges			2047.50
DISTRICT	1-2707	STAY GREEN BAY LLC	1095 SHADOW LN SOUTHGATE SUBD #6 LOT 2 BLK 12			
8		PO BOX 12034 GREEN BAY WI 54307				
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	1-2709	SUN DEVILS LLC 2688 VISSERS CT GREEN BAY WI 54313	1081 SHADOW LN SOUTHGATE SUBD #6 LOT 4 BLK 12	24.50 Sq Ft @	11.00 Sq/Ft	269.50
			Parcel Total Charges			269.50
DISTRICT 8	1-2710	KATHLEEN M & ROGER K ROSENKRANZ 1077 SHADOW LN GREEN BAY WI 54304-3939	1077 SHADOW LN SOUTHGATE SUB #6 LOT 5 BLK 12	29.50 Sq Ft @	11.00 Sq/Ft	324.50
			Parcel Total Charges			324.50
DISTRICT 8	1-2712	MARK R & HEIDI ANDERSON 1063 SHADOW LN GREEN BAY WI 54304-3939	1063 SHADOW LN SOUTHGATE SUB #6 LOT 7 BLK 12	67.50 Sq Ft @	11.00 Sq/Ft	742.50
			Parcel Total Charges			742.50
DISTRICT 8	1-2713	LAMBEAU INVESTMENTS LLC 397 HOGANWOOD CIR SOBIESKI WI 54141	1059 SHADOW LN SOUTHGATE SUBD #6 LOT 8 BLK 12	125.50 Sq Ft @	11.00 Sq/Ft	1380.50
			Parcel Total Charges			1380.50
DISTRICT 8	1-2714	MICHAEL R & JEAN M LARDINOIS 1505 FRANK ST GREEN BAY WI 54304-3213	1505 FRANK ST MARYDALE SUB #5 LOT 1 BLK 12	24.00 Sq Ft @	11.00 Sq/Ft	264.00
			Parcel Total Charges			264.00
DISTRICT 8	1-2715	KATHLEEN J BOHACHEK 1513 FRANK ST GREEN BAY WI 54304-3213	1513 FRANK ST MARYDALE SUBD #5 LOT 2 BLK 12	25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT 8	1-2716	RYAN W TINCHER 1519 FRANK ST GREEN BAY WI 54304	1519 FRANK ST MARYDALE SUB #5 LOT 3 BLK 12	50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT 8	1-2717	JODI A & MARK J NOACK 1601 FRANK ST GREEN BAY WI 54304-3215	1601 FRANK ST MARYDALE SUB #5 LOT 4 BLK 12	23.50 Sq Ft @	11.00 Sq/Ft	258.50
			Parcel Total Charges			258.50
DISTRICT 8	1-2718	PATTI L HAMMEN 1605 FRANK ST GREEN BAY WI 54304	1605 FRANK ST MARYDALE SUB #5 LOT 5 BLK 12	22.00 Sq Ft @	12.00 Sq/Ft	264.00
			Parcel Total Charges			264.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	1-2719	MICHAEL D WOOD	1611 FRANK ST MARYDALE SUB #5 LOT 6 BLK 12			
8		1611 FRANK ST GREEN BAY WI 54304-3215				
				49.00 Sq Ft @	11.00 Sq/Ft	539.00
				49.50 Sq Ft @	12.00 Sq/Ft	594.00
			Parcel Total Charges			1133.00
DISTRICT	1-2720	ROBERT H & JUDITH A FERGUSON	1617 FRANK ST MARYDALE SUB #5 LOT 7 BLK 12			
8		1617 FRANK ST GREEN BAY WI 54304-3215				
				14.00 Sq Ft @	11.00 Sq/Ft	154.00
			Parcel Total Charges			154.00
DISTRICT	1-2724	JAMES A & MARY PITROF	1600 FRANK ST MARYDALE SUB #5 LOT 4 BLK 13			
8		1600 FRANK ST GREEN BAY WI 54304-3216				
				20.50 Sq Ft @	12.00 Sq/Ft	246.00
				22.00 Sq Ft @	11.00 Sq/Ft	242.00
			Parcel Total Charges			488.00
DISTRICT	1-2725	MELANIE T BROWN	1604 FRANK ST MARYDALE SUBD #5 LOT 5 BLK 13			
8		1604 FRANK ST GREEN BAY WI 54304				
				54.50 Sq Ft @	12.00 Sq/Ft	654.00
				74.50 Sq Ft @	11.00 Sq/Ft	819.50
			Parcel Total Charges			1473.50
DISTRICT	1-2726	MARCIA L BETHUREM	1610 FRANK ST MARYDALE SUBD #5 LOT 6 BLK 13			
8		1610 FRANK ST GREEN BAY WI 54304				
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
			Parcel Total Charges			300.00
DISTRICT	1-2727	JAMES A LEMMENS	1616 FRANK ST MARYDALE SUB #5 LOT 7 BLK 13			
8		1616 FRANK ST GREEN BAY WI 54304-3216				
				27.00 Sq Ft @	11.00 Sq/Ft	297.00
			Parcel Total Charges			297.00
DISTRICT	1-393	WAYNE R & GAIL P VANN	1503 PILGRIM ST E W GILSDORFS SUBD #2 OF PC 10 WSFR LOT 5 EX PRT DESC IN 725 R 103 & PRT IN 1937371 & IN 1937372 & PRT IN 296 D 500			
8		1503 PILGRIM ST GREEN BAY WI 54304-3330				
				30.50 Sq Ft @	11.00 Sq/Ft	335.50
			Parcel Total Charges			335.50
DISTRICT	1-393-A	CYNTHIA J DEGROOT	1444 S ONEIDA ST E W GILSDORFS SUBD #2 E 141 FT OF LOT 5 EX 745 R 298 & PRT OF LOT 4 & PRT OF PC 10 WSFR DESC IN 296 D 500 EX J03491-33 & PRT OF SD PC 10 DESC IN 1636572 & EX 1937372			
8		1444 S ONEIDA ST GREEN BAY WI 54304-3346				
				68.00 Sq Ft @	11.00 Sq/Ft	748.00
			Parcel Total Charges			748.00
DISTRICT	1-393-B	JEAN A & DAVID E LAURENT	1500 S ONEIDA ST E W GILSDORFS SUBD #2 SLY 66 FT OF E 141 FT OF LOT 5 & PART OF PC 10 WSFR DESC IN 1636574 & EX 1937371			
8		1500 S ONEIDA ST GREEN BAY WI 54304				
				25.00 Sq Ft @	11.00 Sq/Ft	275.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
				75.50 Sq Ft @	12.00 Sq/Ft	906.00
			Parcel Total Charges			1181.00
DISTRICT 8	1-394	KENNETH J MARCHETTI, ETAL KENNETH J MARCHETTI & THOMAS J SCHAUER 2129 SUGAR MAPLE CT GREEN BAY WI 54304-1944	1445 BEAUCHAMP ST E W GILSDORFS SUBD #2 W 66.49 FT OF N 1/2 OF LOT 6 & SLY 32.27 FT OF LOT 7 LYG S OF BIEMERET ST & E OF BEAUCHAMP ST AKA LOT 1 OF 1 CSM 321			
				75.00 Sq Ft @	11.00 Sq/Ft	825.00
				75.00 Sq Ft @	12.00 Sq/Ft	900.00
			Parcel Total Charges			1725.00
DISTRICT 8	1-394-A	KATHLEEN M MALONEY 1502 PILGRIM ST GREEN BAY WI 54304-3331	1502 PILGRIM ST E W GILSDORFS SUB #2 E 1/2 OF S 1/2 OF LOT 6 EX 597 R 404 BCR			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT 8	1-394-B	GERALD F CARTWRIGHT 1502 BEAUCHAMP ST GREEN BAY WI 54304	1501 BEAUCHAMP ST E W GILSDORFS SUBD #2 W 1/2 OF S 1/2 OF LOT 6			
				23.50 Sq Ft @	12.00 Sq/Ft	282.00
				124.50 Sq Ft @	11.00 Sq/Ft	1369.50
			Parcel Total Charges			1651.50
DISTRICT 8	1-394-C	SECOND CHANCE DEVELOPMENT LLC 3820 TRAPPERS BEND CT GREEN BAY WI 54313	1199 BIEMERET ST LOT 2 OF 1 CSM 321 BNG PART OF LOTS 6 & 7 PLAT OF E W GILSDORF SUBD #2			
				69.00 Sq Ft @	11.00 Sq/Ft	759.00
			Parcel Total Charges			759.00
DISTRICT 8	1-394-D	REBECCA SCHROEDER 1195 BIEMERET ST GREEN BAY WI 54304	1195 BIEMERET ST E W GILSDORFS SUBD #2 W 60 F T OF E 126.49 FT OF N 1/2 OF LOT 6 & SLY 32.27 FT OF LOT 7 LYG S OF BIEMERET ST & W OF PILGRIM ST LOT 3 1 CSM 321 MAP 191 IN 582804			
				47.50 Sq Ft @	11.00 Sq/Ft	522.50
			Parcel Total Charges			522.50
DISTRICT 8	1-394-E	AUGUST & MAIN HOLDINGS LLC 1126 THORNDAL ST GREEN BAY WI 54304	1444 PILGRIM ST E W GILSDORFS SUB #2 E 66.49 FT OF N 1/2 OF LOT 6 & SLY 32.27 FT OF LOT 7 LYG S OF BIEMERET ST & W OF PILGRIM ST DESC AS LOT 4 1 CSM 321 MAP 191 IN 582804			
				228.50 Sq Ft @	11.00 Sq/Ft	2513.50
			Parcel Total Charges			2513.50
DISTRICT 8	1-428-A-1	JENNIFER L WILLIAMS 1255 NINTH ST GREEN BAY WI 54304-3258	1255 NINTH ST RIDGE ACRES SUBD NLY 126 FT OF WLY 50.78 FT OF LOT 12			
				52.50 Sq Ft @	12.00 Sq/Ft	630.00
			Parcel Total Charges			630.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	6-146-C	ALLAN LIVING TRUST ALLAN LIVING TRUST 968 PEONIES DR DE PERE WI 54115-3962	1510 W MASON ST PARCEL B OF 2 CSM 507 BNG PART OF LOT 11 OF CLA TANKS SUBD OF PC 2-9 WSFR	70.40 Sq Ft @	11.00 Sq/Ft	774.40
			Parcel Total Charges			774.40
DISTRICT 8	6-1485	CHAD M KABACINSKI 1717 BRIQUELET ST GREEN BAY WI 54304-3826	1717 BRIQUELET ST ST AGNES HEIGHTS LOT 6	25.00 Sq Ft @ 25.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	275.00 300.00
			Parcel Total Charges			575.00
DISTRICT 8	6-1489	MARK W LINDSLEY 4664 MEADOW BROOK DR ONEIDA WI 54155-9243	1700 BRIQUELET ST ST AGNES HEIGHTS LOT 10	25.00 Sq Ft @ 74.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	300.00 819.50
			Parcel Total Charges			1119.50
DISTRICT 8	6-1498	SEAN R STIKA 1338 SUBURBAN AVE GREEN BAY WI 54304-3832	1338 SUBURBAN AVE ST AGNES HEIGHTS LOT 19	150.00 Sq Ft @	11.00 Sq/Ft	1650.00
			Parcel Total Charges			1650.00
DISTRICT 8	6-1499	CRAIG T KAMHOLTZ 1344 SUBURBAN AVE GREEN BAY WI 54304-3832	1344 SUBURBAN AVE ST AGNES HEIGHTS LOT 20	25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT 8	6-1502	MARLENE J LONDO 355 BLACKPEPPER LOOP LITTLE RIVER SC 29566	1355 SUBURBAN AVE ST AGNES HEIGHTS LOT 23	25.00 Sq Ft @ 25.50 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	275.00 306.00
			Parcel Total Charges			581.00
DISTRICT 8	6-1503	RONALD J KABACINSKI 1349 SUBURBAN AVE GREEN BAY WI 54304-3831	1349 SUBURBAN AVE ST AGNES HEIGHTS LOT 24	48.50 Sq Ft @	11.00 Sq/Ft	533.50
			Parcel Total Charges			533.50
DISTRICT 8	6-1504	JEDIAH P SHROVNAL 1345 SUBURBAN AVE GREEN BAY WI 54304-3831	1345 SUBURBAN AVE ST AGNES HEIGHTS LOT 25	20.50 Sq Ft @	11.00 Sq/Ft	225.50
			Parcel Total Charges			225.50
DISTRICT 8	6-1505	PAULA J GRENKE 1337 SUBURBAN AVE GREEN BAY WI 54304-3831	1337 SUBURBAN AVE ST AGNES HEIGHTS LOT 26	50.50 Sq Ft @	12.00 Sq/Ft	606.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
				150.00 Sq Ft @	11.00 Sq/Ft	1650.00
			Parcel Total Charges			2256.00
DISTRICT 8	6-2973	JACK J & GAYLE E PEOT 1814 BRIQUELET ST GREEN BAY WI 54304-3814	1814 BRIQUELET ST REGAL HEIGHTS SUBD LOT 8			
				50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT 8	6-2977	GREGORY F & THERESA A BARRETT 1811 BRIQUELET ST GREEN BAY WI 54304-3816	1811 BRIQUELET ST REGAL HEIGHTS SUBD LOT 12			
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
			Parcel Total Charges			300.00
DISTRICT 8	6-2978	THERESA A & GREGORY F BARRETT 1811 BRIQUELET ST GREEN BAY WI 54304-3816	1814 S RIDGE RD REGAL HEIGHTS SUBD LOT 13			
				40.00 Sq Ft @	12.00 Sq/Ft	480.00
				86.50 Sq Ft @	11.00 Sq/Ft	951.50
			Parcel Total Charges			1431.50
DISTRICT 8	6-2979	THERESA A & GREGORY F BARRETT 1811 BRIQUELET ST GREEN BAY WI 54304-3816	1820 S RIDGE RD REGAL HEIGHTS SUBD LOT 14			
				43.00 Sq Ft @	12.00 Sq/Ft	516.00
				253.50 Sq Ft @	11.00 Sq/Ft	2788.50
			Parcel Total Charges			3304.50
DISTRICT 8	6-2982	THERESA A & GREGORY F BARRETT 1811 BRIQUELET ST GREEN BAY WI 54304-3816	1803 BRIQUELET ST LOT 1 OF 18 CSM 295 BNG ALL OF REGAL HEIGHTS SUBD OUTLOT 2			
				26.50 Sq Ft @	11.00 Sq/Ft	291.50
			Parcel Total Charges			291.50
DISTRICT 8	6-306-B	JAMES N & NANCY C VANSTRATEN JAMES/NANCY VAN STRATEN 1730 S RIDGE RD GREEN BAY WI 54304-3825	1730 S RIDGE RD LOT 1 OF 21 CSM 173 BNG PRT OF LOT 17 CLA TANKS SUBD OF PC 12 & N1/2 OF PC 13			
				92.50 Sq Ft @	11.00 Sq/Ft	1017.50
			Parcel Total Charges			1017.50
DISTRICT 8	6-306-C	STADIUM RIDGE LLC 1593 CTH RD F EAU CLAIRE WI 54703	1724 S RIDGE RD TANKS SUBD OF PC 12 & N 1/2 PC 13 WSFR PART OF LOT 17 DESC IN 327 D 233			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
				52.50 Sq Ft @	12.00 Sq/Ft	630.00
			Parcel Total Charges			905.00
DISTRICT 8	6-306-G	ROBERT L VANGRINSVEN ROBERT L VAN GRINSVEN 1714 S RIDGE RD GREEN BAY WI 54304-3825	1714 S RIDGE RD TANKS SUBD OF PC 12 & THE N 1/2 OF 13 THAT PRT OF LOT 17 DES IN 849 R 656			
				75.00 Sq Ft @	11.00 Sq/Ft	825.00
			Parcel Total Charges			825.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 8	6-307-A	EUGENE V & TINA M GOHR 1802 S RIDGE RD GREEN BAY WI 54304-3905	1802 S RIDGE RD TANKS SUBD OF PC 12 & N 1/2 OF 13 WSFR THAT PRT OF LOT 17 DES IN 280 D 271 BCR EX 299 D 465 & 322 D 611 BCR	99.50 Sq Ft @ 188.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	1194.00 2073.50 3267.50
DISTRICT 8	6-307-B	KYLE M HANSON 1810 S RIDGE RD GREEN BAY WI 54304	1804 S RIDGE RD TANKS SUBD OF PRIVATE CLAIM 12 & N 1/2 OF 13 THAT PRT DES IN 299 D 465 BCR BNG A PRT OF LOT 17	25.00 Sq Ft @ 93.50 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	275.00 1122.00 1397.00
DISTRICT 8	6-307-C	CHERYL A & JERRY H HANSON 1810 S RIDGE RD GREEN BAY WI 54304	1810 S RIDGE RD TANKS SUBD OF PC 12 & N 1/2 OF 13 WSFR THAT PRT OF LOT 17 DES IN 322 D 611 BCR	42.00 Sq Ft @	11.00 Sq/Ft	462.00 462.00
DISTRICT 8	6-308	DANIEL W WILHELM 1800 S RIDGE RD GREEN BAY WI 54304-3905	1800 S RIDGE RD TANKS SUBD OF PRIVATE CLAIM 12 & N 1/2 OF 13 THAT PRT OF LOT 17 AS DES IN 240 OF DEEDS PAGE 483 BCR EX PRTS DES IN 343 D 186 & 303 BCR EX WLY 25 FT OF E 130 FT OF SD LOT 17 LYG BETW W LINE O F RIDGE RD & E LINE OF BRIQUELET ST	25.50 Sq Ft @ 75.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	306.00 830.50 1136.50
DISTRICT 9	1-1066	CHAREE & RYAN HARTTER 1487 VIEW LN GREEN BAY WI 54313	1440 S OAKLAND AVE EARLY PLAT LOT 3 & PRT OF LOT 2 DESC IN 891 R 541 BLK 3	100.50 Sq Ft @ 234.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	1206.00 2574.00 3780.00
DISTRICT 9	1-1310-A	BRADLEY A BELONGEA LIVING TRUST 1731 FOURTEENTH AVE GREEN BAY WI 54304	1731 FOURTEENTH AVE HIGHLAND PARK ADDN S 50 FT OF N 100 FT OF W 119.36 FT OF LOT 226 & PART DESC IN 819 R 646	75.00 Sq Ft @ 174.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	900.00 1919.50 2819.50
DISTRICT 9	1-495	JOSEPH A & BARBARA J PESMARK 1159 S OAKLAND AVE GREEN BAY WI 54304-2658	1159 S OAKLAND AVE REPLAT OF PLAT OF NICOLET L OT 11 EX E 12 FT BLK 3	102.00 Sq Ft @	11.00 Sq/Ft	1122.00 1122.00
DISTRICT 9	1-650	MARY ANGELA JANSSEN 11005 W LAKE EVA RD TOIVOLA MI 49965-9356	1512 ELEVENTH AVE LOT 2 OF 7 CSM 27 BNG PRT OF LOTS 25 & 26 OF HIGHLAND PARK 2ND ADDN & BNG PRT OF LOT 14 OF WC ZACHOW PLAT	175.00 Sq Ft @	11.00 Sq/Ft	1925.00 1925.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	2-458	DAVID BLAGEC	842 TENTH AVE TANKS 5TH ADDN LOT 1 BLK 61			
9		842 TENTH AVE GREEN BAY WI 54304		178.20 Sq Ft @	11.00 Sq/Ft	1960.20
			Parcel Total Charges			1960.20
DISTRICT	2-461	TZIVYA & STEPHANIE JUDITH MURRIN	826 TENTH AVE TANKS 5TH ADDN LOT 4 BLK 61			
9		826 10TH AVE GREEN BAY WI 54304		25.40 Sq Ft @	11.00 Sq/Ft	279.40
				27.50 Sq Ft @	12.00 Sq/Ft	330.00
			Parcel Total Charges			609.40
DISTRICT	2-465	TREY BEAU, ETAL TREY BEAU & MEGHAN GROESCHEL 814 TENTH AVE GREEN BAY WI 54304	814 TENTH AVE TANKS 5TH ADD LOT 8 BLK 61			
9				108.70 Sq Ft @	11.00 Sq/Ft	1195.70
			Parcel Total Charges			1195.70
DISTRICT	2-467	JENNY KLOPOTIC	806 TENTH AVE TANKS 5TH ADDN LOT 10 BLK 61			
9		305 5TH ST ALGOMA WI 54201		53.00 Sq Ft @	12.00 Sq/Ft	636.00
				242.70 Sq Ft @	11.00 Sq/Ft	2669.70
			Parcel Total Charges			3305.70
DISTRICT	2-469-1	BRUCE PRATT	801 ELEVENTH AVE LOT 1 OF 62 CSM 176 MAP 8749 IN 2773736 BNG PRT OF LOT 12 BLK 61 TANKS 5TH ADDN			
9		801 ELEVENTH AVE GREEN BAY WI 54304		25.50 Sq Ft @	11.00 Sq/Ft	280.50
				53.60 Sq Ft @	12.00 Sq/Ft	643.20
			Parcel Total Charges			923.70
DISTRICT	2-477	MICHAEL V HENQUINET, ETAL MICHAEL V & RENEE L HENQUINET 841 ELEVENTH AVE GREEN BAY WI 54304-2603	841 ELEVENTH AVE TANKS 5TH ADD LOT 21 BLK 61			
9				26.50 Sq Ft @	11.00 Sq/Ft	291.50
				81.10 Sq Ft @	12.00 Sq/Ft	973.20
			Parcel Total Charges			1264.70
DISTRICT	2-486	DAVID J DUQUAINE	812 ELEVENTH AVE TANKS 5TH ADDN LOT 9 BLK 62			
9		812 11TH AVE GREEN BAY WI 54304		53.50 Sq Ft @	11.00 Sq/Ft	588.50
			Parcel Total Charges			588.50
DISTRICT	2-489	DAVID R GILLE	909 THIRD ST TANKS 5TH ADD ELY 60 FT OF LOTS 12 & 13 BLK 62			
9		909 THIRD ST GREEN BAY WI 54304-2626		50.00 Sq Ft @	12.00 Sq/Ft	600.00
				50.50 Sq Ft @	11.00 Sq/Ft	555.50
			Parcel Total Charges			1155.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	2-500	PANNHIA & AKUE MOUA	704 ELEVENTH AVE TANKS 5TH ADDN LOTS 4 & 5 BLK 63			
9		704 11TH AVE GREEN BAY WI 54304		149.90 Sq Ft @	11.00 Sq/Ft	1648.90
			Parcel Total Charges			1648.90
DISTRICT	2-618	TIA MEIGIO	503 FOURTEENTH AVE J H TAYLERS SUBD OF LOT 2 & PART OF LOT 3 CLA TANKS SUBD OF PC 2 TO 9 LOT 7 BLK 2 ALSO VACATED ALLEY			
9		503 FOURTEENTH AVE GREEN BAY WI 54303		26.50 Sq Ft @	11.00 Sq/Ft	291.50
			Parcel Total Charges			291.50
DISTRICT	2-619	LEE A THOME	507 FOURTEENTH AVE J H TAYLERS SUBD OF LOT 2 & PART OF LOT 3 CLA TANKS SUBD OF PC 2 TO 9 LOT 8 BLK 2 ALSO VACATED ALLEY			
9		507 FOURTEENTH AVE GREEN BAY WI 54303		50.40 Sq Ft @	11.00 Sq/Ft	554.40
			Parcel Total Charges			554.40
DISTRICT	18-1013	DIANE M & JOHN M ORR	1113 N BUCHANAN ST SUBD OF BLKS 7,8 & 9 OF THE PLAT OF COLONIAL VILLAGE LOT 22 BLK 9			
10		1113 N BUCHANAN ST GREEN BAY WI 54303-4009		49.50 Sq Ft @	11.00 Sq/Ft	544.50
			Parcel Total Charges			544.50
DISTRICT	18-1180	KATHRYN A LEMEROND	1033 LARK ST PLAT OF MATHER HEIGHTS S 1/2 OF LOTS 3 & 4 BLK 12			
10		1033 LARK ST GREEN BAY WI 54303-4214		47.50 Sq Ft @	12.00 Sq/Ft	570.00
			Parcel Total Charges			570.00
DISTRICT	18-1182	KAREN S CURTIS	1029 LARK ST PLAT OF MATHER HEIGHTS LOT 5 BLK 12			
10		1029 LARK ST GREEN BAY WI 54303-4214		24.50 Sq Ft @	11.00 Sq/Ft	269.50
			Parcel Total Charges			269.50
DISTRICT	18-1198	ANA SANCHEZ SANCHEZ	1028 LARK ST PLAT OF MATHER HEIGHTS LOT 3 BLK 13 & 1/2 VAC ALLEY LYG ADJ			
10		1028 LARK ST GREEN BAY WI 54303		22.10 Sq Ft @	11.00 Sq/Ft	243.10
				22.50 Sq Ft @	12.00 Sq/Ft	270.00
			Parcel Total Charges			513.10
DISTRICT	18-1333	KENDALL B BRENWALL	704 ROYAL BLVD PLAT OF MATHER HEIGHTS LOT 13 BLK 21			
10		704 ROYAL BLVD GREEN BAY WI 54303		25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT	18-191	TAMARA L YUNKE	1123 WILSON AVE VAN DYCKES CO'S ADDN LOT 5 BLK 6			
10		1123 WILSON AVE GREEN BAY WI 54303-4206		103.00 Sq Ft @	11.00 Sq/Ft	1133.00
			Parcel Total Charges			1133.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	18-223	CATHERINE R BROTSKI	1126 WILSON AVE			
10		1126 WILSON AVE GREEN BAY WI 54303-4207	VAN DYCKES CO'S ADDN LOT 17 BLK 7			
				24.00 Sq Ft @	11.00 Sq/Ft	264.00
			Parcel Total Charges			264.00
DISTRICT	18-224	MARIANNE T YACH	1130 WILSON AVE			
10		1130 WILSON AVE GREEN BAY WI 54303-4207	VAN DYCKES CO'S ADDN LOT 18 BLK 7			
				26.00 Sq Ft @	11.00 Sq/Ft	286.00
			Parcel Total Charges			286.00
DISTRICT	18-226	MICHAEL S LUEDTKE	1136 WILSON AVE			
10		1136 WILSON AVE GREEN BAY WI 54303-4207	VAN DYCKES CO'S ADDN LOT 20 BLK 7			
				86.00 Sq Ft @	11.00 Sq/Ft	946.00
			Parcel Total Charges			946.00
DISTRICT	5-1312-F	ELIZABETH A BARNSTORFF	1196 BOND ST			
10		1196 BOND ST GREEN BAY WI 54303-4041	MILITARY RESERVE PRT OF SE 1/4 OF N 1/2 OF LOT 188 LYG BETW MATHER & BOND STS			
				24.50 Sq Ft @	11.00 Sq/Ft	269.50
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
			Parcel Total Charges			569.50
DISTRICT	5-678	AUSTIN GARSOW	1192 OREGON ST			
10		1192 OREGON ST GREEN BAY WI 54303	DOUSMAN & ELMORES 2ND ADDN W 72 FT OF S 130 FT OF LOT 57 LYG BETWN DOUSMAN & OREGON ST			
				29.00 Sq Ft @	12.00 Sq/Ft	348.00
				105.00 Sq Ft @	11.00 Sq/Ft	1155.00
			Parcel Total Charges			1503.00
DISTRICT	6-230-G	MATTHEW J & CAMI S HAGEN	1619 WESTFIELD AVE			
10		1619 WESTFIELD AVE GREEN BAY WI 54303-3340	THAT PART OF DOUSMAN CLAIM AS DES IN VOL 593 R 120 BCR			
				50.00 Sq Ft @	11.00 Sq/Ft	550.00
				75.00 Sq Ft @	12.00 Sq/Ft	900.00
			Parcel Total Charges			1450.00
DISTRICT	6-738-A	CLINT J & STEPHANIE A SCHWARTZ	916 N LOCUST ST			
10		916 N LOCUST ST GREEN BAY WI 54303-4428	DETRYS SUBD N 75.28 FT OF L OT 11 BLK 2			
				241.10 Sq Ft @	11.00 Sq/Ft	2652.10
			Parcel Total Charges			2652.10
DISTRICT	6-1341	JEREMY M HUTH	1623 CHATEAU DR			
11		1623 CHATEAU DR GREEN BAY WI 54304	BRIQUELET SUBD #1 LOT 3 BLK 5			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT	6-1522	MARLENE J FEIRA	1701 CHATEAU DR			
11		1701 CHATEAU DR GREEN BAY WI 54304	CHATEAU ESTATES SUBD LOT 1			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
			Parcel Total Charges			575.00
DISTRICT 11	6-1523	DAVID N & BETH A STORDEUR 1707 CHATEAU DR GREEN BAY WI 54304-3111	1707 CHATEAU DR CHATEAU ESTATES SUBD LOT 2			
				46.50 Sq Ft @	11.00 Sq/Ft	511.50
			Parcel Total Charges			511.50
DISTRICT 11	6-1524	BLANEY KENNETH E & CATHERINE A REVOCABLE TRUST KENNETH E BLANEY 1711 CHATEAU DR GREEN BAY WI 54304-3111	1711 CHATEAU DR CHATEAU ESTATES SUBD LOT 3			
				50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT 11	6-1526	SEAN D & BOBBIE J CRIKELAIR 1727 CHATEAU DR GREEN BAY WI 54304-3111	1727 CHATEAU DR CHATEAU ESTATES SUBD LOT 5			
				50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT 11	6-1527	HOPPA G & N TRUST 1109 OLIVIA ST KEY WEST FL 33040	1735 CHATEAU DR CHATEAU ESTATES SUBD LOT 6			
				24.50 Sq Ft @	11.00 Sq/Ft	269.50
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
			Parcel Total Charges			569.50
DISTRICT 11	6-1529	DANIEL M WINNEKENS, ETAL 1743 CHATEAU DR GREEN BAY WI 54304	1743 CHATEAU DR CHATEAU ESTATES SUBD LOT 8			
				25.50 Sq Ft @	11.00 Sq/Ft	280.50
			Parcel Total Charges			280.50
DISTRICT 11	6-1531	QUINN WATERMOLEN 1747 CHATEAU DR GREEN BAY WI 54304	1747 CHATEAU DR CHATEAU ESTATES SUBD LOT 10			
				26.00 Sq Ft @	11.00 Sq/Ft	286.00
			Parcel Total Charges			286.00
DISTRICT 11	6-1533	JUDY SCHULTZ 1755 CHATEAU DR GREEN BAY WI 54304-3111	1755 CHATEAU DR CHATEAU ESTATES SUBD LOT 12			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT 11	6-1535	JANICE L DAVIS 1765 CHATEAU DR GREEN BAY WI 54304-3111	1765 CHATEAU DR CHATEAU ESTATES SUBD LOT 14			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 11	6-1538-A	ALAN CHILES 1417 SPENCE ST GREEN BAY WI 54304	1783 CHATEAU DR CHATEAU ESTATES SELY 75 FT OF LOT 17	99.50 Sq Ft @	11.00 Sq/Ft	1094.50 1094.50
			Parcel Total Charges			
DISTRICT 11	6-1540	THOMAS J & DEBRA A NIER 1790 CHATEAU DR GREEN BAY WI 54304-3157	1790 CHATEAU DR CHATEAU ESTATES SUBD LOT 19	42.50 Sq Ft @	11.00 Sq/Ft	467.50 467.50
			Parcel Total Charges			
DISTRICT 11	6-1541	CONNIE & ROGER HAMANN 1786 CHATEAU DR GREEN BAY WI 54304	1786 CHATEAU DR CHATEAU ESTATES SUBD LOT 20	35.00 Sq Ft @ 50.50 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	385.00 606.00 991.00
			Parcel Total Charges			
DISTRICT 11	6-1543	JAMES D & MARY JANE CZACHOR 1708 ESTATES CT GREEN BAY WI 54304-3115	1708 ESTATES CT CHATEAU ESTATE SUBD LOT 22	51.00 Sq Ft @	11.00 Sq/Ft	561.00 561.00
			Parcel Total Charges			
DISTRICT 11	6-1544	THOMAS J KNAUS 1700 ESTATES CT GREEN BAY WI 54304-3115	1700 ESTATES CT CHATEAU ESTATES SUBD LOT 23	14.00 Sq Ft @	11.00 Sq/Ft	154.00 154.00
			Parcel Total Charges			
DISTRICT 11	6-1549	LAVONNE E BRAY 1762 CHATEAU DR GREEN BAY WI 54304-3112	1762 CHATEAU DR CHATEAU ESTATES SUBD LOT 28	25.00 Sq Ft @	11.00 Sq/Ft	275.00 275.00
			Parcel Total Charges			
DISTRICT 11	6-1550	MARIA L RODRIGUEZ 1754 CHATEAU DR GREEN BAY WI 54304	1754 CHATEAU DR CHATEAU ESTATES SUBD LOT 29	75.00 Sq Ft @	11.00 Sq/Ft	825.00 825.00
			Parcel Total Charges			
DISTRICT 11	6-1551	CYNTHIA S KRZEWINA 1746 CHATEAU DR GREEN BAY WI 54304-3112	1746 CHATEAU DR CHATEAU ESTATES SUBD LOT 30	225.50 Sq Ft @	11.00 Sq/Ft	2480.50 2480.50
			Parcel Total Charges			
DISTRICT 11	6-1553	STEVEN M COONEY 1720 CHATEAU DR GREEN BAY WI 54304-3112	1720 CHATEAU DR CHATEAU ESTATES SUBD LOT 32	50.00 Sq Ft @	11.00 Sq/Ft	550.00 550.00
			Parcel Total Charges			

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 11	6-1555	BRUCE C & KAO SHOUA YANG 1706 CHATEAU DR GREEN BAY WI 54304-3112	1706 CHATEAU DR CHATEAU ESTATES SUBD LOT 34	33.50 Sq Ft @	11.00 Sq/Ft	368.50
			Parcel Total Charges			368.50
DISTRICT 11	6-1637	ERIK E & JENNIFER GAIE HELLMUM 35 1ST ST PELHAM NY 10803	1706 FOREST GLEN DR FOREST GLEN PARK LOT 1 BLK 1	24.50 Sq Ft @	11.00 Sq/Ft	269.50
			Parcel Total Charges			269.50
DISTRICT 11	6-1912	GARY D & CANDACE K GOEDKEN 3240 RUNNING CEDAR DR MARIETTA GA 30062	1611 WIESNER ST BRIQUELET SUBD #2 LOT 1 BLK 7	25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT 11	6-1970	JAMES E & MARGARET A LYKINS 1705 BIEMERET ST GREEN BAY WI 54304-2932	1705 BIEMERET ST OAK LAWN PLAT LOT 1 BLK 1	221.50 Sq Ft @	11.00 Sq/Ft	2436.50
			Parcel Total Charges			2436.50
DISTRICT 11	6-1972	JOHN M & LINDA M COLWELL 1689 BIEMERET ST GREEN BAY WI 54304-2930	1689 BIEMERET ST OAK LAWN PLAT LOT 3 BLK 1	24.50 Sq Ft @ 25.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	294.00 275.00
			Parcel Total Charges			569.00
DISTRICT 11	6-1973	DELIGHT D GELINAS, ETAL RICHARD K NELSON ETAL 1685 BIEMERET ST GREEN BAY WI 54304-2930	1685 BIEMERET ST OAK LAWN PLAT LOT 4 BLK 1	50.50 Sq Ft @	11.00 Sq/Ft	555.50
			Parcel Total Charges			555.50
DISTRICT 11	6-2136	DAFFINSON PROPERTIES #1 LLC 635 BREVOORT LN GREEN BAY WI 54301-2627	1603 ST AGNES DR WESTWOOD ADDN #2 LOT 1 BLK 7	25.00 Sq Ft @ 51.00 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	300.00 561.00
			Parcel Total Charges			861.00
DISTRICT 11	6-2137	LINDA L PILLSBURY 1511 SERVAIS ST GREEN BAY WI 54304-3015	1511 SERVAIS ST WESTWOOD ADD #2 LOT 2 BLK 7	25.50 Sq Ft @ 46.50 Sq Ft @	12.00 Sq/Ft 11.00 Sq/Ft	306.00 511.50
			Parcel Total Charges			817.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	6-2755	RONALD G & AMY M ENKE	1743 ST AGNES DR			
11		1743 ST AGNES DR GREEN BAY WI 54304-3059	ROSEWOOD SUBD LOT 1 EX 2255128 & PRT OF PCL A OF 1 CSM 377 MAP 218 IN 592036 AS DESC IN 2255129 BNG PRT OF LOT 20 OF TANKS SUBD OF PC 12 & N 1/2 OF PC 13 WSFR	45.00 Sq Ft @	11.00 Sq/Ft	495.00
			Parcel Total Charges			495.00
DISTRICT	6-2756	CORY & LISA M TISCH	1745 ST AGNES DR			
11		1745 ST AGNES DR GREEN BAY WI 54304-3059	ROSEWOOD SUBD LOT 2	164.00 Sq Ft @	11.00 Sq/Ft	1804.00
			Parcel Total Charges			1804.00
DISTRICT	6-2757	VERNON D HARTWIG	1749 ST AGNES DR			
11		1749 ST AGNES DR GREEN BAY WI 54304-3059	ROSEWOOD SUBD LOT 3	20.50 Sq Ft @	12.00 Sq/Ft	246.00
				134.50 Sq Ft @	11.00 Sq/Ft	1479.50
			Parcel Total Charges			1725.50
DISTRICT	6-2758	LAVONNE R TIEGS	1759 ST AGNES DR			
11		1759 ST AGNES DR GREEN BAY WI 54304-3059	ROSEWOOD SUBD LOT 4	26.00 Sq Ft @	12.00 Sq/Ft	312.00
			Parcel Total Charges			312.00
DISTRICT	6-2759	VANESSA R & EMILY A MCCARTHY	1797 ST AGNES DR			
11		1797 ST AGNES DR GREEN BAY WI 54304	ROSEWOOD SUBD LOT 5	20.00 Sq Ft @	11.00 Sq/Ft	220.00
				49.00 Sq Ft @	12.00 Sq/Ft	588.00
			Parcel Total Charges			808.00
DISTRICT	6-2762	DONNA J & WILLIAM R WHITCOMB	1811 ST AGNES DR			
11		ATTN WILLIAM R WHITCOMB & DONNA J ECKE-WHITCOMB 1811 ST AGNES DR GREEN BAY WI 54304-3033	ROSEWOOD SUBD LOT 8	49.50 Sq Ft @	11.00 Sq/Ft	544.50
			Parcel Total Charges			544.50
DISTRICT	6-2765	LEONARD L & KIMBERLY A BADER	1824 ST AGNES DR			
11		1824 ST AGNES DR GREEN BAY WI 54304-3034	ROSEWOOD SUBD LOT 11	24.50 Sq Ft @	11.00 Sq/Ft	269.50
			Parcel Total Charges			269.50
DISTRICT	6-2766	MARY ELLEN ABTS	1822 ST AGNES DR			
11		1822 ST AGNES DR GREEN BAY WI 54304-3034	ROSEWOOD SUBD LOT 12	75.50 Sq Ft @	11.00 Sq/Ft	830.50
			Parcel Total Charges			830.50
DISTRICT	6-2767	DEREK JACOB WIENER	1814 ST AGNES DR			
11		1814 ST AGNES DR GREEN BAY WI 54304	ROSEWOOD SUBD LOT 13	25.00 Sq Ft @	11.00 Sq/Ft	275.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
				61.50 Sq Ft @	12.00 Sq/Ft	738.00
			Parcel Total Charges			1013.00
DISTRICT	6-2771	JEANINE L KRUEGER	1798 ST AGNES DR ROSEWOOD SUBD LOT 17			
11		1798 ST AGNES DR GREEN BAY WI 54304-3032				
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT	6-2773	LAUREL MILLER	1746 ST AGNES DR ROSEWOOD SUBD LOT 19			
11		1746 ST AGNES DR GREEN BAY WI 54304-3032				
				55.00 Sq Ft @	12.00 Sq/Ft	660.00
				175.00 Sq Ft @	11.00 Sq/Ft	1925.00
			Parcel Total Charges			2585.00
DISTRICT	6-2935	GREGORY F & THERESA A BARRETT	1839 ST AGNES DR BRIQUELET SUBD NO 3 LOT 11 BLK 12			
11		1811 BRIQUELET ST GREEN BAY WI 54304-3816				
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
			Parcel Total Charges			300.00
DISTRICT	6-2936	GREGORY F & THERESA A BARRETT	1835 ST AGNES DR BRIQUELET SUBD NO 3 LOT 12 BLK 12 & PART OF LOT 13 AS DESC IN J 4128-7			
11		1811 BRIQUELET ST GREEN BAY WI 54304-3816				
				49.50 Sq Ft @	11.00 Sq/Ft	544.50
			Parcel Total Charges			544.50
DISTRICT	6-2937	THOMAS WEYENBERG	1827 ST AGNES DR BRIQUELET SUBD NO 3 LOT 13 BLK 12 EXC J4128-7			
11		1827 ST AGNES DR GREEN BAY WI 54304				
				9.50 Sq Ft @	11.00 Sq/Ft	104.50
			Parcel Total Charges			104.50
DISTRICT	6-2938	RHESE A BEBEAU	1613 ST AGNES DR NESBITT SUBD NO 1 LOT 1			
11		1615 ST AGNES DR GREEN BAY WI 54304				
				100.50 Sq Ft @	11.00 Sq/Ft	1105.50
			Parcel Total Charges			1105.50
DISTRICT	6-2939	THERESA A & GREGORY F BARRETT	1619 ST AGNES DR NESBITT SUBD NO 1 LOT 2			
11		1811 BRIQUELET ST GREEN BAY WI 54304-3816				
				50.00 Sq Ft @	11.00 Sq/Ft	550.00
			Parcel Total Charges			550.00
DISTRICT	6-2945	NESBITT JOHN & NANCY J LIVING TRUST	1610 S FISK ST NESBITT SUBD NO 1 LOT 8			
11		1610 S FISK ST GREEN BAY WI 54304-3010				
				51.00 Sq Ft @	11.00 Sq/Ft	561.00
			Parcel Total Charges			561.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 11	6-2969	LOMBARDI RIDGE PARTNERS LLC 111 N WASHINGTON STREET, #400 GREEN BAY WI 54301	ST AGNES DR REGAL HEIGHTS SUBD LOT 4	153.50 Sq Ft @	11.00 Sq/Ft	1688.50 1688.50
			Parcel Total Charges			
DISTRICT 11	6-303-1	MAHNKE INVESTMENTS LLC N2661 RUSTIC DR CLINTONVILLE WI 54429	1551 BIEMERET ST LOT 1 VOL 6 CSM PAGE 125	146.00 Sq Ft @	11.00 Sq/Ft	1606.00 1606.00
			Parcel Total Charges			
DISTRICT 11	6-303-10	& KEVIN E LAPOINTE PROPERTIES LLC 2029 TRUE LN GREEN BAY WI 54304	1720 ST AGNES DR LOT 3 OF 6 CSM 137 MAP 1488 IN 837152 BNG PRT OF LOT 20 OF TANKS SUBD OF PC 12 & N 1/2 OF PC 13 WSFR EX J2581-07	217.00 Sq Ft @	11.00 Sq/Ft	2387.00 2387.00
			Parcel Total Charges			
DISTRICT 11	6-303-2	DANIEL H MARQUARDT 1512 ST AGNES DR GREEN BAY WI 54304	1508 ST AGNES DR LOT 2 VOL 6 CSM PAGE 125	99.50 Sq Ft @	11.00 Sq/Ft	1094.50 1094.50
			Parcel Total Charges			
DISTRICT 11	6-303-4	DANIEL H MARQUARDT, ETAL DANIEL H MARQUARDT & MARK A WIEGEL 1512 ST AGNES DR GREEN BAY WI 54304	1524 ST AGNES DR LOT 1 VOL 6 CSM PAGE 129	47.50 Sq Ft @	11.00 Sq/Ft	522.50 522.50
			Parcel Total Charges			
DISTRICT 11	6-303-6	DANIEL H MARQUARDT 1512 ST AGNES DR GREEN BAY WI 54304-3028	1700 ST AGNES DR LOT 1 VOL 6 CSM PAGE 133	50.00 Sq Ft @	11.00 Sq/Ft	550.00 550.00
			Parcel Total Charges			
DISTRICT 11	6-303-7	DEAN S & CLAUDIA J ROBERG 1261 ECHO LN GREEN BAY WI 54304-4239	1704 ST AGNES DR LOT 2 OF 6 CSM 133 BNG PRT OF LOTS 20 & 21 OF TANKS SUBD OF PC 12 & N 1/2 OF PC 13 WSFR	34.50 Sq Ft @ 50.00 Sq Ft @	11.00 Sq/Ft 12.00 Sq/Ft	379.50 600.00 979.50
			Parcel Total Charges			
DISTRICT 11	6-303-8	DAFFINSON PROPERTIES #2 LLC 635 BREVOORT LN GREEN BAY WI 54301-2627	1710 ST AGNES DR LOT 1 OF 6 CSM 133 BNG PRT OF LOTS 20 & 21 OF TANKS SUBD OF PC 12 & N 1/2 OF PC 13 WSFR	75.00 Sq Ft @	11.00 Sq/Ft	825.00 825.00
			Parcel Total Charges			

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 11	6-303-J	SCHROCK WILLIAM C & DORIS A TRUST AGREEMENT 1602 S FISK ST GREEN BAY WI 54304-3010	1602 S FISK ST PART OF PC 11 WSFR DES AS PARCEL B IN 1 CSM 299			
				175.50 Sq Ft @	11.00 Sq/Ft	1930.50
			Parcel Total Charges			1930.50
DISTRICT 11	6-303-K	SUZANNE M & ANTHONY D HOFFMAN 1491 SERVAIS ST GREEN BAY WI 54304-3050	1491 SERVAIS ST PART OF PC 11 WSFR DESC AS PARCEL C IN 1 CSM 413			
				50.00 Sq Ft @	12.00 Sq/Ft	600.00
				125.00 Sq Ft @	11.00 Sq/Ft	1375.00
			Parcel Total Charges			1975.00
DISTRICT 11	6-303-M	KB PROPERTIES LLP C/O DANIEL A BAIN; KB PROPERTIES LLP 808 DERBY LN GREEN BAY WI 54301-2333	1571 BIEMERET ST PCL A OF 3 CSM 35 BNG PRT OF THE N 4/7 OF PC 11			
				48.00 Sq Ft @	11.00 Sq/Ft	528.00
			Parcel Total Charges			528.00
DISTRICT 11	6-304-2	GREGORY F & THERESA A BARRETT 1811 BRIQUELET ST GREEN BAY WI 54304-3816	1624 ST AGNES DR PARCEL 1 VOL 6 CSM PAGE 37			
				52.50 Sq Ft @	12.00 Sq/Ft	630.00
				239.00 Sq Ft @	11.00 Sq/Ft	2629.00
			Parcel Total Charges			3259.00
DISTRICT 11	6-304-3	WICKMAN LYLE E & VIRGINIA M REVOCABLE TRUST LYLE & VIRGINIA WICKMAN 3191 WINDOVER RD GREEN BAY WI 54313-4200	1620 ST AGNES DR PARCEL 2 VOL 6 CSM PAGE 37			
				149.50 Sq Ft @	11.00 Sq/Ft	1644.50
			Parcel Total Charges			1644.50
DISTRICT 11	6-304-4	DAFFINSON PROPERTIES #2 LLC 635 BREVOORT LN GREEN BAY WI 54301-2627	1614 ST AGNES DR PARCEL 3 VOL 6 CSM PAGE 37 MAP 1446 IN 824304			
				25.00 Sq Ft @	11.00 Sq/Ft	275.00
			Parcel Total Charges			275.00
DISTRICT 11	6-304-5	DAFFINSON PROPERTIES #2 LLC 635 BREVOORT LN GREEN BAY WI 54301-2627	1610 ST AGNES DR PARCEL 4 VOL 6 CSM PAGE 37 MAP 1446 IN 824304			
				267.00 Sq Ft @	11.00 Sq/Ft	2937.00
			Parcel Total Charges			2937.00
DISTRICT 11	6-3047	HOWARD D & KAREN K SAMEK 56 LEAMER CT IOWA CITY IA 52246	1850 ST AGNES DR 1850/1852 ST. AGNES DRIVE CONDOMINIUM UNIT 1 TOGETHER W/ UNDIVIDED INTEREST IN COMMON ELEMENTS ETC IN 2961338			
				35.50 Sq Ft @	11.00 Sq/Ft	390.50
			Parcel Total Charges			390.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 11	6-3048	MICHAEL S & CAROLE A BENNETT TRUST OF 2020 2676 SCARLETT OAK CIR DE PERE WI 54115	1852 ST AGNES DR 1850/1852 ST. AGNES DRIVE CONDOMINIUM UNIT 2 TOGETHER W/ UNDIVIDED INTEREST IN COMMON ELEMENTS ETC IN 2961338	35.50 Sq Ft @	11.00 Sq/Ft	390.50
				Parcel Total Charges		390.50
DISTRICT 11	6-3049	DONALD & LEAH GOLDSBURY 6593 GOLDEN EAGLE WAY NANAIMO BC V9V 1P8	1854 ST AGNES DR 1854/1856 ST. AGNES DRIVE CONDOMINIUM UNIT 1 TOGETHER W/ UNDIVIDED INTEREST IN COMMON ELEMENTS ETC IN 3009167	24.50 Sq Ft @	11.00 Sq/Ft	134.75
				50.50 Sq Ft @	12.00 Sq/Ft	303.00
				Parcel Total Charges		437.75
DISTRICT 11	6-3050	MICHAEL S & CAROLE A BENNETT TRUST OF 2020 2676 W SCARLETT OAK CIR DEPERE WI 54115	1856 ST AGNES DR 1854/1856 ST. AGNES DRIVE CONDOMINIUM UNIT 2 TOGETHER W/ UNDIVIDED INTEREST IN COMMON ELEMENTS ETC IN 3009167	12.25 Sq Ft @	11.00 Sq/Ft	134.75
				25.25 Sq Ft @	12.00 Sq/Ft	303.00
				Parcel Total Charges		437.75
DISTRICT 11	6-307-2	LOMBARDI RIDGE PARTNERS LLC 111 N WASHINGTON STREET, #400 GREEN BAY WI 54301	1350 LOMBARDI AVE LOT 3 OF 6 CSM 201 MAP 1519 IN 840981 EX ELY 7 FT THEREOF & PART OF VAC RD AS DESC IN 2932853 ALL BNG PRT OF LOT 17 CLA TANKS SUBD OF PC 12 & N1/2 OF PC 13 WSFR	37.10 Sq Ft @	12.00 Sq/Ft	445.20
				40.30 Sq Ft @	12.00 Sq/Ft	483.60
				74.50 Sq Ft @	12.00 Sq/Ft	894.00
				171.60 Sq Ft @	11.00 Sq/Ft	1887.60
				1125.00 Sq Ft @	11.00 Sq/Ft	12375.00
				Parcel Total Charges		16085.40
DISTRICT 11	6-309-3	DAVID M & KAREN M LABINE 2109 HILLTOP DR GREEN BAY WI 54313-5390	1836 ST AGNES DR LOT 2 VOL 6 CSM PAGE 347	25.00 Sq Ft @	11.00 Sq/Ft	275.00
				52.50 Sq Ft @	12.00 Sq/Ft	630.00
				Parcel Total Charges		905.00
DISTRICT 11	6-309-5	MONTY & PEGGY YOUNG REVOCABLE TRUST 1622 S RIDGE RD GREEN BAY WI 54304	1846 ST AGNES DR LOT 4 VOL 6 CSM PAGE 347 MAP 1581 IN 857253	25.00 Sq Ft @	11.00 Sq/Ft	275.00
				Parcel Total Charges		275.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	6-311	PILGRIM LUTHERAN CHURCH	1731 ST AGNES DR			
11		1731 ST AGNES DR GREEN BAY WI 54304-3059	PCLS A & B OF 1 CSM 377 BNG PRT OF LOT 20 OF TANKS SUBD OF PC 12 & N 1/2 OF PC 13 WSFR EX 2255129 & PRT OF LOT 3 OF 6 CSM 137 DESC IN J2581 -7 & PRT OF LOT 1 OF ROSEWOOD SUBD DESC IN 2255128 & PRT OF LOT 17 OF CHATEAU ESTATES SUBD DESC IN 2200360 & PRT OF LOT 20 OF TANKS SUBD OF PC 12 & N 1/2 OF PC 13 WSFR AS DESC IN J3721-27			
				25.00 Sq Ft @	12.00 Sq/Ft	300.00
				30.50 Sq Ft @	11.00 Sq/Ft	335.50
				77.50 Sq Ft @	11.00 Sq/Ft	852.50
			Parcel Total Charges			1488.00
			Project Total 12140			669948.05

**RESOLUTION TO ACCEPT 2021 SIDEWALKS
AND ISSUE ASSESSMENTS – PART 2
March 7, 2023**

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

That the following sidewalks built on the following streets by Fischer Ulman Construction, Inc., under its contract duly awarded on March 17, 2022, be and are hereby accepted and that the City Clerk be and is hereby instructed to give the usual thirty (30) days notice relative to the payment of said sidewalks.

AND, BE IT FURTHER RESOLVED, that the City Clerk be and is hereby instructed to issue certificates payable to the City of Green Bay against the abutting property according to the final assessments on file, and a schedule of assessments shall be payable annually extending for a period not to exceed five (5) years at an interest rate of three seventy five hundredths of a percent (3.75%) per annum, and shall be charged to the particular property against which assessments have been made.

Adopted _____, 2023

Approved _____, 2023

Mayor

ATTEST:

City Clerk

skc

SPAS-CouncilResolution

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
12134						
DISTRICT 5	21-1714-E-17	ANDREW H & ANN V RIGDON 2589 BAY SETTLEMENT RD GREEN BAY WI 54311	513 FRED ST GEIMER ADDITION LOT 17	50.50 Sq Ft @ 97.50 Sq Ft @	6.60 Sq/Ft 7.40 Sq/Ft	333.30 721.50 1054.80
Parcel Total Charges						
DISTRICT 5	21-1714-E-18	BERENDSEN DONNA L REVOCABLE TRUST DONNA L BERENDSEN 412 RIVERWOOD LN GREEN BAY WI 54313	521 FRED ST GEIMER ADDITION LOT 18	57.50 Sq Ft @ 84.00 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	425.50 554.40 979.90
Parcel Total Charges						
DISTRICT 5	21-1714-E-19	DAVID GLINSKI 527 FRED ST GREEN BAY WI 54302-5013	527 FRED ST GEIMER ADDITION LOT 19	55.50 Sq Ft @ 131.50 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	410.70 867.90 1278.60
Parcel Total Charges						
DISTRICT 5	21-1714-E-21	ALERCY J ORTIZ CARABALLO, ETAL 541 FRED ST GREEN BAY WI 54302-5013	541 FRED ST GEIMER ADDITION LOT 21	71.50 Sq Ft @	6.60 Sq/Ft	471.90 471.90
Parcel Total Charges						
DISTRICT 5	21-1714-E-24	JAMES N VANDERTIE 561 FRED ST GREEN BAY WI 54302	561 FRED ST GEIMER ADDITION LOT 24	24.50 Sq Ft @	6.60 Sq/Ft	161.70 161.70
Parcel Total Charges						
DISTRICT 5	21-1714-E-25	JANE E GORE 567 FRED ST GREEN BAY WI 54302-5013	567 FRED ST GEIMER ADDITION LOT 25	44.10 Sq Ft @	7.40 Sq/Ft	326.34 326.34
Parcel Total Charges						
DISTRICT 5	21-1714-E-26	JEAN E OBRIEN JEAN O BRIEN 575 FRED ST GREEN BAY WI 54302-5013	575 FRED ST GEIMER ADDITION LOT 26	40.00 Sq Ft @	6.60 Sq/Ft	264.00 264.00
Parcel Total Charges						
DISTRICT 5	21-1714-E-27	ESTER C OROZCO, ETAL ESTER CONSUELO OROZCO ETAL 581 FRED ST GREEN BAY WI 54302-5013	581 FRED ST GEIMER ADDITION LOT 27	25.00 Sq Ft @	6.60 Sq/Ft	165.00 165.00
Parcel Total Charges						

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 5	21-1714-E-28	JOSE SABILLON, ETAL JOSE SABILLON & CLAUDIA CHAVEZ 585 FRED ST GREEN BAY WI 54302	585 FRED ST GEIMER ADDITION LOT 28	65.00 Sq Ft @ 99.50 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	481.00 656.70 1137.70
DISTRICT 5	21-1714-E-29	ESTELA RUIZ 595 FRED ST GREEN BAY WI 54302-5013	595 FRED ST GEIMER ADDITION LOT 29	24.00 Sq Ft @	6.60 Sq/Ft	158.40 158.40
DISTRICT 5	21-2216	GERALD D COUSINEAU 506 PETERS ST GREEN BAY WI 54302-4507	506 PETERS ST NEWBERRYS ADDN SUBD #1 N 90.1 FT OF S 120.1 FT OF E 148 FT OF LOT 67 EX E 68 FT	24.50 Sq Ft @ 49.50 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	181.30 326.70 508.00
DISTRICT 5	21-2216-11-A	JOHN R & JANET L HYDEN 540 PETERS ST GREEN BAY WI 54302-4507	540 PETERS ST NEWBERRYS ADDN SUBD #1 N 58 FT OF S 480.1 FT OF THAT PRT OF LOT 67 LYG E OF TOWN ROAD	25.00 Sq Ft @	6.60 Sq/Ft	165.00 165.00
DISTRICT 5	21-2216-12	VALERIE LUKINISTEINKEN VALERIE LUKINI STEINKEN 546 PETERS ST GREEN BAY WI 54302-4507	546 PETERS ST NEWBERRYS ADDN SUBD #1 N 74 FT OF S 554.1 FT OF THAT PRT OF LOT 67 LYG E OF TOWN ROAD .24A	47.50 Sq Ft @	7.40 Sq/Ft	351.50 351.50
DISTRICT 5	21-2216-13	JAMES A & SANDRA A RENTMEESTER 528 PETERS ST GREEN BAY WI 54302-4507	528 PETERS ST NEWBERRYS ADDN SUBD #1 N 64 FT OF S 364.1 FT OF THAT PRT OF LOT 67 LYG E OF TOWN ROAD	57.20 Sq Ft @ 78.00 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	423.28 514.80 938.08
DISTRICT 5	21-2216-14	GUSTAVO MORA AGREDANO 522 PETERS ST GREEN BAY WI 54302	522 PETERS ST NEWBERRYS ADDN SUBD #1 PRT LOT 67 COM SE COR WLY 148 FT NLY 240.1 FT TO BEG CONT NLY 60 FT E 148 FT S 60 FT W 148 FT TO BEG	50.00 Sq Ft @ 150.00 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	370.00 990.00 1360.00
DISTRICT 5	21-2216-16	SALVADOR G & BERTHA A FLORES 512 PETERS ST GREEN BAY WI 54302-4507	512 PETERS ST NEWBERRYS ADDN SUBD #1 N 60 FT OF S 180.1 FT OF E 148 FT OF LOT 67	23.50 Sq Ft @	7.40 Sq/Ft	173.90 173.90

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 5	21-2216-2	JAMES D FIALA 608 PETERS ST GREEN BAY WI 54302-4509	608 PETERS ST NEWBERRYS ADDN SUBD #1 PRT LOT 67 COM SE COR WLY 148 FT N 994.1 FT TO BEG CONT N 55 FT ELY 148 FT TO E LINE SLY 55 FT WLY 148 FT TO BEG .20A	50.00 Sq Ft @ 75.00 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	370.00 495.00 865.00
			Parcel Total Charges			
DISTRICT 5	21-2216-3	JUAN MANUEL & MA DEL CARMEN & JUAN FERNANDO LOPEZ VALENZUELA 600 PETERS ST GREEN BAY WI 54302	600 PETERS ST NEWBERRYS ADDN SUBD #1 PRT LOT 67 COM SE COR W 148 FT N 939.1 FT TO BEG CONT N 55 FT E 148 FT TO E LINE SLY 55 FT W 148 FT TO BEG	50.50 Sq Ft @	6.60 Sq/Ft	333.30 333.30
			Parcel Total Charges			
DISTRICT 5	21-2216-4	KARI J ANDERSON 612 PETERS ST GREEN BAY WI 54302-4509	612 PETERS ST NEWBERRYS ADDN SUBD #1 PRT LOT 67 COM SE COR WLY 148 FT N 1049.1 FT TO BEG CONT N 55 FT ELY 148 FT TO E LINE SLY 55 FT WLY 148 FT T O BEG	49.00 Sq Ft @	7.40 Sq/Ft	362.60 362.60
			Parcel Total Charges			
DISTRICT 5	21-2216-5	UNIVERSITY BK CAPITAL LLC 2582 MONROE RD DE PERE WI 54115	2324 UNIVERSITY AVE NEWBERRYS ADDN SUBD #1 PRT LOT 67 COM NE COR S 85 DEG 26 MIN 34 SEC W 100 FT TO BEG S 85 DEG 26 MIN 34 SEC W 48.75 FT S 0 DEG 10 MIN 56 SEC E 135.58 FT S 89 DEG 49 MIN 04 SEC E 48.29 FT N 0 D EG 10 MIN 56 SEC W 138.87 FT TO BEG EXC J 3615-7	175.00 Sq Ft @	6.60 Sq/Ft	1155.00 1155.00
			Parcel Total Charges			
DISTRICT 5	21-2216-6	ROBERT & CATHERINE OLEARY ROBERT O LEARY 582 PETERS ST GREEN BAY WI 54302-4507	582 PETERS ST NEWBERRYS ADDN SUBD #1 PRT LOT 67 COM SE COR WLY 148 FT N 794.1 FT TO BEG CONT N LY 90 FT ELY 148 FT TO E LINE SLY 90 FT WLY 148 FT T O BEG .31A	202.00 Sq Ft @	6.60 Sq/Ft	1333.20 1333.20
			Parcel Total Charges			
DISTRICT 5	21-2216-A	TEDFORD PROPERTIES 3 LLC 5044 REDBUD CT GREEN BAY WI 54311-4301	2325 BASTEN ST NEWBERRYS ADDN SUB #1 E 68 FT OF N 90.1 FT OF S 120.1 FT OF LOT 67	75.00 Sq Ft @	7.40 Sq/Ft	555.00 555.00
			Parcel Total Charges			
DISTRICT 5	21-2475-F-20	EUGENE SNOWDEN 522 RUTH ST GREEN BAY WI 54302-5018	522 RUTH ST SCHELLER ADDITION LOT 20	50.00 Sq Ft @ 125.00 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	370.00 825.00 1195.00
			Parcel Total Charges			
DISTRICT 5	21-2475-F-21	SHARON A BURKART 530 RUTH ST GREEN BAY WI 54302-5018	530 RUTH ST SCHELLER ADDITION LOT 21	49.00 Sq Ft @	6.60 Sq/Ft	323.40 323.40
			Parcel Total Charges			

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DISTRICT 5	21-2475-F-22	JUAN RODRIGUEZ JUAN RODRIGUEZ 536 RUTH ST GREEN BAY WI 54302	536 RUTH ST SCHELLER ADDITION LOT 22			
				25.00 Sq Ft @	6.60 Sq/Ft	165.00
				Parcel Total Charges		165.00
DISTRICT 5	21-2475-F-26	GUILLERMINA MARTINEZ, ETAL 564 RUTH ST GREEN BAY WI 54302-5018	564 RUTH ST SCHELLER ADDITION LOT 26			
				98.00 Sq Ft @	6.60 Sq/Ft	646.80
				Parcel Total Charges		646.80
DISTRICT 5	21-2475-F-28	HENRY J & JANET JACOBSON 578 RUTH ST GREEN BAY WI 54302-5018	578 RUTH ST SCHELLER ADDITION LOT 28			
				50.00 Sq Ft @	7.40 Sq/Ft	370.00
				199.00 Sq Ft @	6.60 Sq/Ft	1313.40
		Parcel Total Charges		1683.40		
DISTRICT 6	21-2209	BERNARD G & KAREN M DEMERTH 726 N DANZ AVE GREEN BAY WI 54302-2902	726 N DANZ AVE NEWBERRYS ADDN SUBD #1 N 50 FT OF W 120 FT OF S 250 FT OF LOT 61 .14A			
				25.00 Sq Ft @	6.60 Sq/Ft	165.00
				Parcel Total Charges		165.00
DISTRICT 6	21-2721	SERGIO & MONICA GALINDO CLETUS CONARD N4347 GREEN VALLEY RD KRAKOW WI 54137	2210 PREBLE AVE WARRENS PREBLE ADDN LOT 17 BLK A EXC 76 J 134-39			
				24.50 Sq Ft @	6.60 Sq/Ft	161.70
				Parcel Total Charges		161.70
DISTRICT 6	21-2762	ZACHARY J & STEPHANIE L STEVENS 804 N DANZ AVE GREEN BAY WI 54302	804 N DANZ AVE WARRENS PREBLE ADDN LOT 9 B LK D EXC 76 J 134-40			
				25.00 Sq Ft @	6.60 Sq/Ft	165.00
				Parcel Total Charges		165.00
DISTRICT 6	21-2763	SINAI RIVERA RUVALCABA 812 N DANZ AVE GREEN BAY WI 54302-2904	812 N DANZ AVE WARRENS PREBLE ADDN LOT 10 BLK D			
				67.00 Sq Ft @	6.60 Sq/Ft	442.20
				84.96 Sq Ft @	7.40 Sq/Ft	628.70
		Parcel Total Charges		1070.90		
DISTRICT 6	21-2765	WOODMAY LOZIER 3033 EMMALANE DR GREEN BAY WI 54311	820 N DANZ AVE WARRENS PREBLE ADDN LOT 12 & LOT 11 BLK D			
				80.00 Sq Ft @	7.40 Sq/Ft	592.00
				103.50 Sq Ft @	6.60 Sq/Ft	683.10
		Parcel Total Charges		1275.10		

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DISTRICT 6	21-2767	VICTOR AMEZCUASEPULVEDA, ETAL VICTOR AMEZCUA SEPULVEDA 830 N DANZ AVE GREEN BAY WI 54302-2904	830 N DANZ AVE WARRENS PREBLE ADDN LOT 14 & LOT 13 BLK D			
				87.50 Sq Ft @	6.60 Sq/Ft	577.50
				Parcel Total Charges		577.50
DISTRICT 6	21-290-7	DAN G VANDEHEI DAN G VANDE HEI 1200 N DANZ AVE GREEN BAY WI 54302-3004	1200 N DANZ AVE PRT SW 1/4 SW 1/4 S28 T24N R21E COM SW COR PROP DES IN 321 D 560 TH S 60 FT TO BEG CONT S 65 FT ELY 120 FT NLY 65 FT WLY 120 FT TO BEG EX PRT DES IN 762 R 432 & PRT DESC IN 788 R 392 BCR			
				73.01 Sq Ft @	6.60 Sq/Ft	481.87
				86.73 Sq Ft @	7.40 Sq/Ft	641.80
			Parcel Total Charges			1123.67
DISTRICT 6	21-290-A	GABRIELA ESPEJO 1124 N DANZ AVE GREEN BAY WI 54302-3002	1124 N DANZ AVE PARCEL A OF 2 CSM 287 BNG PRT OF FRAC SW1/4 SEC 28 T24N R21E			
				25.97 Sq Ft @	6.60 Sq/Ft	171.40
				88.20 Sq Ft @	7.40 Sq/Ft	652.68
			Parcel Total Charges			824.08
DISTRICT 7	5-1425	MCKENZIE N MACLAINE 860 DIVISION ST GREEN BAY WI 54303-2945	860 DIVISION ST MILITARY RESERVE S 1/2 OF PRT OF LOT 268 S OF KELLOGG			
				78.40 Sq Ft @	6.60 Sq/Ft	517.44
				Parcel Total Charges		517.44
DISTRICT 8	1-2093	MICHELLE & MAXIMILLIAN A NICHOL 1083 ROCKDALE ST GREEN BAY WI 54304-3364	1083 ROCKDALE ST HARDTKES SUB #1 LOT 6 EX E 5 FT			
				26.00 Sq Ft @	6.60 Sq/Ft	171.60
				52.50 Sq Ft @	7.40 Sq/Ft	388.50
			Parcel Total Charges			560.10
DISTRICT 8	2-1370	BRUCE R LEAMAN, ETAL PEGGY S SCHLAGENHAFT & BRUCE R LEAMAN 846 SPENCE ST GREEN BAY WI 54304-2324	846 SPENCE ST FRANKLIN SUBD LOT 10 BLK 2			
				50.00 Sq Ft @	6.60 Sq/Ft	330.00
				Parcel Total Charges		330.00
DISTRICT 8	6-1314	RICHARD P & MARY K KING 1613 S LOCUST ST GREEN BAY WI 54304-3125	1613 S LOCUST ST BRIQUELET SUBD #1 LOT 8 EX E 4 FT BLK 1			
				51.50 Sq Ft @	6.60 Sq/Ft	339.90
				Parcel Total Charges		339.90
DISTRICT 8	6-544-B	WARREN J & ELBEGZAYA LANG 1407 RUSSELL ST GREEN BAY WI 54304	1407 RUSSELL ST N 118.5 FT OF LOT 8 BLK 66 PEETERS SUBD LYG BTWN S/L OF RUSSELL ST & N/L OF LANGLADE AV			
				25.00 Sq Ft @	7.40 Sq/Ft	185.00
				50.00 Sq Ft @	6.60 Sq/Ft	330.00
			Parcel Total Charges			515.00

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DISTRICT 9	3-935	GRANT M GIALDINI 117 HAZEL ST GREEN BAY WI 54303-1643	117 HAZEL ST THAT PART OF THE PORTION OF PC 1 W AS DES IN VOL 351 D 67 BCR	41.60 Sq Ft @	6.60 Sq/Ft	274.56 274.56
DISTRICT 10	5-1313-B	SOLOMON KONG, ETAL SOLOMON KONG & YER HER 1209 MATHER ST GREEN BAY WI 54303-4052	1209 MATHER ST MILITARY RESERVE NLY 1/2 OF THE WLY 1/2 OF THAT PRT OF LOT 189 WHICH LIES BETW THE S LINE OF MATHER ST & THE N LINE OF BOND ST	432.00 Sq Ft @	6.60 Sq/Ft	2851.20 2851.20
DISTRICT 11	6-1205	J SQUARED HOLDINGS LLC PO BOX 95 COLEMAN WI 54112-0095	1700 BIEMERET ST OAK CREST PLAT LOT 72	122.01 Sq Ft @	6.60 Sq/Ft	805.27 805.27
DISTRICT 11	6-1472	DEBORAH E KUICK 1320 KATERS DR GREEN BAY WI 56246	1320 KATERS DR FOREST GLEN SUBD LOT 10 & PRT OF LOT 9 DESC IN 363 D 566	26.00 Sq Ft @ 26.00 Sq Ft @	6.60 Sq/Ft 7.40 Sq/Ft	171.60 192.40 364.00
DISTRICT 11	6-1473	ROBERT J ECKE 1324 KATERS DR GREEN BAY WI 54304-2983	1324 KATERS DR FOREST GLEN SUBD LOT 11	25.00 Sq Ft @ 25.00 Sq Ft @	6.60 Sq/Ft 7.40 Sq/Ft	165.00 185.00 350.00
DISTRICT 11	6-1474	FRANCOIS LAWRENCE D REVOCABLE LIVING TRUST LAWRENCE D FRANCOIS 1330 KATERS DR GREEN BAY WI 54304-2983	1330 KATERS DR FOREST GLEN SUBD LOT 12	50.00 Sq Ft @	6.60 Sq/Ft	330.00 330.00
DISTRICT 11	6-1478	PAUL R & CARRIE J VANDERSTEEG PAUL/CARRIE VANDER STEEG 1333 KATERS DR GREEN BAY WI 54304-2911	1333 KATERS DR FOREST GLEN SUBD LOT 16	50.00 Sq Ft @ 200.00 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	370.00 1320.00 1690.00
DISTRICT 11	6-1850	ECUMENICAL PARTNERSHIP FOR HOUSING INC PO BOX 524 GREEN BAY WI 54305-0524	1309 ARGONNE DR ARGONNE SUBD LOT 2	22.05 Sq Ft @	6.60 Sq/Ft	145.53 145.53

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 11	6-211	TODD THEROUX 1304 WIESNER ST GREEN BAY WI 54304-2826	1304 WIESNER ST TANKS SUB OF PC 2-9W PARCEL "A" IN 2 CSM 17 BNG PRT OF LOT 70	73.01 Sq Ft @	6.60 Sq/Ft	481.87
			Parcel Total Charges			481.87
DISTRICT 11	6-211-1	LANEE XIONG 1728 CARRIAGE CT GREEN BAY WI 54304-2812	1728 CARRIAGE CT TANKS SUBD OF PC 2-9 WSFR PCL "B" IN 2 CSM 17 BNG PRT OF LOT 70	74.00 Sq Ft @	6.60 Sq/Ft	488.40
			Parcel Total Charges			488.40
DISTRICT 11	6-211-2	SEE L & JORDIN M YANG 1731 CARRIAGE CT GREEN BAY WI 54304-2812	1731 CARRIAGE CT TANKS SUB OF PC 2-9W PARCEL "C" IN 2 CSM 17 BNG PRT OF LOT 70	75.00 Sq Ft @	6.60 Sq/Ft	495.00
			Parcel Total Charges			495.00
DISTRICT 11	6-305-C	ERIC J & KATIE M MOMMAERTS 1442 WIESNER ST GREEN BAY WI 54304-2827	1442 WIESNER ST PART OF PRIVATE CLAIMS 4-5- 6-10 & 11 WSFR THAT PRT OF PC 10W AS DESC IN 352 D 7	125.00 Sq Ft @	6.60 Sq/Ft	825.00
			Parcel Total Charges			825.00
DISTRICT 11	6-931	NICOLE D BOHL 1625 RANCHLAND DR GREEN BAY WI 54304-2922	1625 RANCHLAND DR RANCHLAND ACRES LOT 11	25.00 Sq Ft @	6.60 Sq/Ft	165.00
			Parcel Total Charges			165.00
DISTRICT 11	6-932	BRIAN J & KELLY A WOLF 1631 RANCHLAND DR GREEN BAY WI 54304-2922	1631 RANCHLAND DR RANCHLAND ACRES LOT 12	76.00 Sq Ft @ 104.50 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	562.40 689.70
			Parcel Total Charges			1252.10
DISTRICT 11	6-936	SYDNEY R OPDAHL 1655 RANCHLAND DR GREEN BAY WI 54304	1655 RANCHLAND DR RANCHLAND ACRES LOT 16 & W 1 FT OF LOT 15	24.01 Sq Ft @	6.60 Sq/Ft	158.47
			Parcel Total Charges			158.47
DISTRICT 11	6-937	MARK H TODT 1663 RANCHLAND DR GREEN BAY WI 54304-2922	1663 RANCHLAND DR RANCHLAND ACRES LOT 17	49.00 Sq Ft @	6.60 Sq/Ft	323.40
			Parcel Total Charges			323.40
DISTRICT 11	6H-1097-4	JAMES P VANDYCK, ETAL JAMES P VAN DYCK & SUSAN L HARTLEP 2070 NINTH ST GREEN BAY WI 54304-1422	2070 NINTH ST PCL "G" IN 2 CSM 323 BNG PR T OF LOTS 9-10 & 12 IN S28 T24N R20E	50.00 Sq Ft @ 74.00 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	370.00 488.40
			Parcel Total Charges			858.40

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DISTRICT 11	6H-1224-8	USA IN TRUST FOR ONEIDA TRIBE OF INDIANS OF WI ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	1821 PACKERLAND DR PCL 2 OF 3 CSM 443 BNG PART GOVT LOT 4 SEC 32 T24N R20E	27.50 Sq Ft @	7.40 Sq/Ft	203.50
				280.50 Sq Ft @	6.60 Sq/Ft	1851.30
				Parcel Total Charges		2054.80
DISTRICT 11	6H-1237-1	ONEIDA TRIBE OF INDIANS OF WISCONSIN ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	2578 HAZELWOOD LN PCL 3 OF 4 CSM 497 BNG PRT OF LOT 13 SEC 32 T24N R20E R20E	49.50 Sq Ft @	6.60 Sq/Ft	326.70
				Parcel Total Charges		326.70
DISTRICT 11	6H-1695	NANCY R COEL 2264 NINTH ST GREEN BAY WI 54304-1426	2264 NINTH ST OAK PARK SUBD 1ST ADDN LOT 35	25.00 Sq Ft @	7.40 Sq/Ft	185.00
				193.50 Sq Ft @	6.60 Sq/Ft	1277.10
				Parcel Total Charges		1462.10
DISTRICT 11	6H-1963	RACHAEL A LENIUS AKA RACHAEL A MADER 2592 WOODRIDGE LN GREEN BAY WI 54304-1625	2592 WOODRIDGE LN SLEEPY HOLLOW SUBD LOT 6 BL K 1	100.00 Sq Ft @	6.60 Sq/Ft	660.00
				Parcel Total Charges		660.00
DISTRICT 11	6H-1964	JEFFREY D & TRACEY L ZAMBON 2593 WOODRIDGE LN GREEN BAY WI 54304-1624	2593 WOODRIDGE LN SLEEPY HOLLOW SUBD LOT 1 BL K 2	25.00 Sq Ft @	6.60 Sq/Ft	165.00
				Parcel Total Charges		165.00
DISTRICT 11	6H-1967	SUE A & KENNETH M HELMKE 2592 DUNBAR LN GREEN BAY WI 54304-1648	2592 DUNBAR LN LOT 6 BLK 2 SLEEPY HOLLOW S UBD	200.00 Sq Ft @	6.60 Sq/Ft	1320.00
				Parcel Total Charges		1320.00
DISTRICT 11	6H-1975	VUE LEE, ETAL VUE LEE & NENG XIONG 2592 ZAK LN GREEN BAY WI 54304-1629	2592 ZAK LN SLEEPY HOLLOW SUBD LOT 6 BLK 3	26.50 Sq Ft @	6.60 Sq/Ft	174.90
				Parcel Total Charges		174.90
DISTRICT 11	6H-1997	NICOLE E MATCHOPATOW 1940 PACKERLAND DR GREEN BAY WI 54304-1649	1940 PACKERLAND DR SLEEPY HOLLOW SUBD LOT 3 BL K 7	31.00 Sq Ft @	6.60 Sq/Ft	204.60
				Parcel Total Charges		204.60
DISTRICT 11	6H-1998	JILL A & BRIAN J SUDDUTH 1948 PACKERLAND DR GREEN BAY WI 54304-1649	1948 PACKERLAND DR SLEEPY HOLLOW SUBD LOT 4 BL K 7	20.00 Sq Ft @	6.60 Sq/Ft	132.00
				Parcel Total Charges		132.00

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DISTRICT 11	6H-2001	STACI DEMERATH 2606 ZAK LN GREEN BAY WI 54304-1631	2606 ZAK LN SLEEPY HOLLOW SUBD LOT 7 BL K 7	18.50 Sq Ft @	6.60 Sq/Ft	122.10
			Parcel Total Charges			122.10
DISTRICT 11	6H-2205	GERTRUDE G HUNT 1815 PACKERLAND DR GREEN BAY WI 54304-1317	1815 PACKERLAND DR ROCA HEIGHTS SUBD 2ND ADDN LOT 39	25.50 Sq Ft @ 74.50 Sq Ft @	6.60 Sq/Ft 7.40 Sq/Ft	168.30 551.30
			Parcel Total Charges			719.60
DISTRICT 11	6H-2206	ONEIDA TRIBE OF INDIANS OF WISCONSIN ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	1801 PACKERLAND DR ROCA HEIGHTS SUBD 2ND ADDIT ION LOT 40	75.50 Sq Ft @ 99.50 Sq Ft @	6.60 Sq/Ft 7.40 Sq/Ft	498.30 736.30
			Parcel Total Charges			1234.60
DISTRICT 11	6H-2207-1	SHEILA E VANCUYK 1723 PACKERLAND DR GREEN BAY WI 54304-1315	1723 PACKERLAND DR 1723/1725 PACKERLAND DRIVE CONDOMINIUM UNIT 1 TOGETHER W/ UNDIVIDED INTEREST IN COMMON ELEMENTS ETC IN J5919-7	25.50 Sq Ft @ 50.50 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	188.70 333.30
			Parcel Total Charges			522.00
DISTRICT 11	6H-2207-2	SUZANNE D WILLIAMSON 8753 SW BRIGHTFIELD CI PORTLAND OR 97223	1725 PACKERLAND DR 1723/1725 PACKERLAND DRIVE CONDOMINIUM UNIT 2 TOGETHER W/ UNDIVIDED INTEREST IN COMMON ELEMENTS ETC IN J5919-7	49.50 Sq Ft @	6.60 Sq/Ft	326.70
			Parcel Total Charges			326.70
DISTRICT 11	6H-2209	ONEIDA TRIBE OF INDIANS OF WISCONSIN ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	1705 PACKERLAND DR ROCA HEIGHTS SUBD 2ND ADDN LOT 43	25.00 Sq Ft @	6.60 Sq/Ft	165.00
			Parcel Total Charges			165.00
DISTRICT 11	6H-2212	JUSTIN T QUARTERS 1613 PACKERLAND DR GREEN BAY WI 54304	1613 PACKERLAND DR ROCA HEIGHTS SUBD 2ND ADDITION LOT 46 ALSO LOT 45	98.50 Sq Ft @	6.60 Sq/Ft	650.10
			Parcel Total Charges			650.10
DISTRICT 11	6H-2248	GRYBOSKI ROGER R & CATHERINE D REVOCABLE TRUST ROGER R GRYBOSKI 1365 NORTH RD STE C GREEN BAY WI 54313-3535	2592 HE-NIS-RA LN LOT 1 OF 9 CSM 67 BNG PART OF LOT 82 ROCA HEIGHTS SUBD 2ND ADDN	25.50 Sq Ft @	6.60 Sq/Ft	168.30
			Parcel Total Charges			168.30

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DISTRICT 12	6H-1115-B	BIRCHWOOD APTS LLC STEVEN C BOYSA C/O SKB CAPITAL CORPORATION 201 AIR PARK DR WATERTOWN WI 53094	2610 TROJAN DR LOT 2 OF 15 CSM 307 BNG PRT OF SEC 29 T24N R20E	150.00 Sq Ft @	6.60 Sq/Ft	990.00
			Parcel Total Charges			990.00
DISTRICT 12	6H-1115-C	BIRCHWOOD APTS LLC STEVEN C BOYSA C/O SKB CAPITAL CORPORATION 201 AIR PARK DR WATERTOWN WI 53094	2621 TROJAN DR LOT 3 OF 15 CSM 307 BNG PRT OF SEC 29 T24N R20E	275.50 Sq Ft @	6.60 Sq/Ft	1818.30
			Parcel Total Charges			1818.30
DISTRICT 12	6H-1121-1	JOSEPH J NACHTWEY 2698 W POINT RD GREEN BAY WI 54304	2798 WEST POINT RD W 146.66 FT OF S 297 FT OF LOT 23 S29 T24N R20E EX ELY 76 FT EX ST	74.50 Sq Ft @ 150.00 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	551.30 990.00
			Parcel Total Charges			1541.30
DISTRICT 12	6H-1121-1-1	THOMAS & LINDA L EVANS 2794 WEST POINT RD GREEN BAY WI 54304-1346	2794 WEST POINT RD ELY 76 FT OF W 146.66 FT OF S 297 FT OF LOT 23 S29 T24N R20E EX ST	46.00 Sq Ft @	7.40 Sq/Ft	340.40
			Parcel Total Charges			340.40
DISTRICT 12	6H-1121-3	RODNEY R & CAROL J DANIELS 2762 WEST POINT RD GREEN BAY WI 54304-1346	2762 WEST POINT RD S 208.75 FT OF E 208.75 FT OF W 670.75 FT OF SW 1/4 S29 T24N R20E BNG PRT OF LO TS 23 & 24 EX ST & EX PCL 1 OF 4 CSM 583	25.00 Sq Ft @	6.60 Sq/Ft	165.00
			Parcel Total Charges			165.00
DISTRICT 12	6H-1122-14	DONALD M & ANNA F MARTENS 2738 WEST POINT RD GREEN BAY WI 54304-1346	2738 WEST POINT RD PCL 3 OF 4 CSM 583 BCR BNG PRT OF LOTS 23 & 24 SEC 29 T24N R20E	51.50 Sq Ft @	6.60 Sq/Ft	339.90
			Parcel Total Charges			339.90
DISTRICT 12	6H-1122-8	WEBSTER PROPERTIES LLC ATTN ZACHARY WALDROP PO BOX 28595 GREEN BAY WI 54324-0595	1438 BAUMGART RD LOT 2 OF 4 CSM 529 MAP 1255 IN 783776 BNG PART OF LOT 24 SEC 29 T24N R20E	106.50 Sq Ft @	6.60 Sq/Ft	702.90
			Parcel Total Charges			702.90
DISTRICT 12	6H-1123	USA IN TRUST FOR ONEIDA TRIBE OF INDIANS OF WI ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	2640 WEST POINT RD PRT OF NE1/4 SW1/4 & PRT OF LOTS 20, 25, 26, 27 & 28 SEC 29 T24N R20E AS DESC IN 1560464	94.50 Sq Ft @ 174.50 Sq Ft @ 320.00 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft 6.60 Sq/Ft	699.30 1151.70 2112.00
			Parcel Total Charges			3963.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 12	6H-1123-1	GREEN BAY CITY OF FIRE STATION #4 CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006	2650 WEST POINT RD PRT OF LOTS 27 & 28 SEC 29 T24N R20E DESC IN J25631-02			
				43.00 Sq Ft @	6.60 Sq/Ft	283.80
				49.00 Sq Ft @	8.25 Sq/Ft	404.25
				Parcel Total Charges		688.05
DISTRICT 12	6H-1123-2	MISSION HILL LTD PARTNERSHIP STEVEN C BOYSA C/O SKB CAPITAL CORPORATION 201 AIR PARK DR WATERTOWN WI 53094	1310 PACKERLAND DR PRT OF LOTS 26, 27 & 28 SEC 29 T24N R20E LYG S & E OF 1560464 EX J02915- 27 & EX 327 D 632 & EX RDS			
				99.50 Sq Ft @	7.40 Sq/Ft	736.30
				173.50 Sq Ft @	6.60 Sq/Ft	1145.10
				Parcel Total Charges		1881.40
DISTRICT 12	6H-1125-8	CHRISTOPHER K RISTOW, ETAL 2664 W POINT RD GREEN BAY WI 54304	2664 WEST POINT RD LOT 3 OF 5 CSM 289 BNG PRT OF LOTS 27 & 28 SEC 29 T24N R20E			
				24.50 Sq Ft @	7.40 Sq/Ft	181.30
				87.00 Sq Ft @	6.60 Sq/Ft	574.20
				Parcel Total Charges		755.50
DISTRICT 12	6H-1125-9	CHRISTOPHER M BENESH, ETAL 2660 WEST POINT RD GREEN BAY WI 54304-1344	2660 WEST POINT RD LOT 4 OF 5 CSM 289 BNG PRT OF LOTS 27 & 28 SEC 29 T24N R20E			
				75.00 Sq Ft @	7.40 Sq/Ft	555.00
				88.00 Sq Ft @	6.60 Sq/Ft	580.80
				Parcel Total Charges		1135.80
DISTRICT 12	6H-1127-10	ONEIDA TRIBE OF INDIANS OF WISCONSIN ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	1435 PACKERLAND DR LOT 3 OF 32 CSM 130 BNG PRT OF LOT 29 SEC 29 T24N R20E			
				146.00 Sq Ft @	6.60 Sq/Ft	963.60
				Parcel Total Charges		963.60
DISTRICT 12	6H-1127-11	BARBARA M SHAW 1427 PACKERLAND DR GREEN BAY WI 54304-1339	1427 PACKERLAND DR LOT 4 OF 32 CSM 130 BNG PRT OF LOT 29 SEC 29 T24N R20E			
				101.00 Sq Ft @	7.40 Sq/Ft	747.40
				230.50 Sq Ft @	6.60 Sq/Ft	1521.30
				Parcel Total Charges		2268.70
DISTRICT 12	6H-1137-5	ONEIDA NATION ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	2597 W MASON ST WEST SIDE DEVELOPMENT LOT 5			
				50.00 Sq Ft @	6.60 Sq/Ft	330.00
				174.50 Sq Ft @	7.40 Sq/Ft	1291.30
				Parcel Total Charges		1621.30
DISTRICT 12	6H-1137-7	CAROLWOOD LLC PO BOX 1176 WEST BEND WI 53095	1157 PACKERLAND DR LOT 1 OF 15 CSM 175 BNG PRT OF LOT 7 WEST SIDE DEVELOPMENT			
				50.50 Sq Ft @	6.60 Sq/Ft	333.30
				55.50 Sq Ft @	7.40 Sq/Ft	410.70
				Parcel Total Charges		744.00

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DISTRICT	6H-1137-8	DENNISONS INVESTMENTS LLC	1221 PACKERLAND DR WEST SIDE DEVELOPMENT LOT 8			
12		2579 PECAN ST GREEN BAY WI 54311		74.50 Sq Ft @	7.40 Sq/Ft	551.30
				250.00 Sq Ft @	6.60 Sq/Ft	1650.00
			Parcel Total Charges			2201.30
DISTRICT	6H-1137-9	MUNGER HOLDINGS LLC	2611 W MASON ST WEST SIDE DEVELOPMENT LOT 9			
12		3112 GOLF RD EAU CLAIRE WI 54701		71.50 Sq Ft @	6.60 Sq/Ft	471.90
				114.00 Sq Ft @	7.40 Sq/Ft	843.60
			Parcel Total Charges			1315.50
DISTRICT	6H-1164-A	AMANDA L & ANDREW A NETTEKOVEN	2896 WEST POINT RD LOT 1 OF 17 CSM 343 BNG PRT OF LOTS 20 & 21 SEC 30 T24N R20E			
12		2896 W POINT RD GREEN BAY WI 54313-5452		24.50 Sq Ft @	7.40 Sq/Ft	181.30
			Parcel Total Charges			181.30
DISTRICT	6H-1168-1	MARGERY A PELEGRIN	2800 WEST POINT RD S 297 FT OF E 148 2/3 FT OF LOT 22 S30 T24N R20E EX ST			
12		2800 W POINT RD GREEN BAY WI 54313		57.00 Sq Ft @	7.40 Sq/Ft	421.80
				150.00 Sq Ft @	6.60 Sq/Ft	990.00
			Parcel Total Charges			1411.80
DISTRICT	6H-1168-2	SAMANTHA E BOEHM	2838 WEST POINT RD PCL B IN 3 CSM 331 BNG PRT OF LOT 22 SEC 30 T24N R20E			
12	-B	2838 WEST POINT RD GREEN BAY WI 54313-5438		60.00 Sq Ft @	7.40 Sq/Ft	444.00
			Parcel Total Charges			444.00
DISTRICT	6H-1168-4	NICHOLAS T & KATE M VANALSTYNE	2820 WEST POINT RD LOT 2 OF 26 CSM 19 MAP NO 4186 IN 1266432 BNG PRT OF GOVT LOT 22 SEC 30 T24N R20E			
12	-4	2820 W POINT RD GREEN BAY WI 54313		26.00 Sq Ft @	6.60 Sq/Ft	171.60
			Parcel Total Charges			171.60
DISTRICT	6H-1169	MEGAN L DOMNICK	1439 CRESTWOOD DR S 208.75 FT OF W 208.75 FT OF LOT 22 SEC 30 T24N R20E EX ST EX J10807-08 FOR ST			
12		1439 CRESTWOOD DR GREEN BAY WI 54313-5463		51.00 Sq Ft @	6.60 Sq/Ft	336.60
			Parcel Total Charges			336.60
DISTRICT	6H-1186	GREEN BAY CITY OF HE NIS RA PARK/WATER TOWER CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006	1810 SOUTH POINT RD LOT 1 SEC 31 T24N R20E EX N 206.7 FT OF W 417.4 FT & EX E 150 FT OF W 617.4 FT OF N 208.7 FT & ALL OF LOT 2 SEC 31 T24N R20E & EX S 417.4 FT OF N 625.40 FT OF W 417.4 FT & EX 12 CSM 283 & EX PRT DESC IN J10740-33			
12				182.00 Sq Ft @	6.60 Sq/Ft	1201.20
			Parcel Total Charges			1201.20

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DISTRICT 12	6H-1191-2 -1	CAROL J HAUSER 3039 WEST POINT RD GREEN BAY WI 54313-5441	3039 WEST POINT RD LOT 2 OF 46 CSM 155 BNG PRT OF LOT 7 SEC 31 T24N R20E	25.00 Sq Ft @ 50.50 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	185.00 333.30 518.30
DISTRICT 12	6H-1218	GREEN BAY CITY OF CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006	1970 SOUTH POINT RD SE1/4 NE1/4 SEC 31 T24N R20E EX PRT DESC IN 371 D 278 & EX RD	101.50 Sq Ft @	6.60 Sq/Ft	669.90 669.90
DISTRICT 12	6H-1218-A	GREEN BAY CITY OF HE NIS RA PARK CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006	1900 SOUTH POINT RD PRT OF SE1/4 NE1/4 SEC 31 T24N R20E AS DESC IN 371 D 278 EX RD	74.00 Sq Ft @ 98.40 Sq Ft @	6.60 Sq/Ft 7.40 Sq/Ft	488.40 728.16 1216.56
DISTRICT 12	6H-1225-1	RICHARD & SHARON DESTAERCKE 2627 W POINT RD GREEN BAY WI 54304-1343	2625 WEST POINT RD ELY 132 FT OF WLY 660 FT OF NLY 330 FT OF LOT 5 S32 T24N R20E EX PRT SOLD TO CI TY AS DESC IN 683 R 152 BCR EX ST	50.00 Sq Ft @ 74.50 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	370.00 491.70 861.70
DISTRICT 12	6H-1225- 10	BARBARA A GRETZINGER 3107 DEVROY LN GREEN BAY WI 54313-4218	2641 WEST POINT RD THAT PART OF GOV'T LOT 5 SEC 32 T24N R20E AS DESC IN J13849-44	76.00 Sq Ft @ 101.50 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	562.40 669.90 1232.30
DISTRICT 12	6H-1225-2	CALEB & JANEL K VIZINA 2633 W POINT RD GREEN BAY WI 54304	2633 WEST POINT RD ELY 132 FT OF WLY 528 FT OF NLY 330 FT OF LOT 5 SEC 32 T24N R20E EX 681 R 15 EX ST	25.00 Sq Ft @ 50.00 Sq Ft @	6.60 Sq/Ft 7.40 Sq/Ft	165.00 370.00 535.00
DISTRICT 12	6H-1225-3	HANNAH E & KARL P HENSELIN 1410 TRAEGER ST GREEN BAY WI 54304	2663 WEST POINT RD LOT B OF 1 CSM 457 S32 T24N R20E EX PRT SOLD TO CITY AS DESC IN 683 R 437 BCR	50.50 Sq Ft @	6.60 Sq/Ft	333.30 333.30
DISTRICT 12	6H-1225-3 -A	DONALD G & NANCY L GUETSCHOW 2655 WEST POINT RD GREEN BAY WI 54304-1343	2655 WEST POINT RD PARCEL A OF 1 CSM 457 BNG PRT OF LOT 5 S32 T24N R20E EX 683 R 437 SOLD TO CITY	24.50 Sq Ft @	6.60 Sq/Ft	161.70 161.70

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DISTRICT 12	6H-1225-3 -B	DENNIS M & DENISE E OHEARN DENNIS & DENISE O HEARN 2667 WEST POINT RD GREEN BAY WI 54304-1343	2667 WEST POINT RD PCL "C" OF 1 CSM 457 SEC 32 T24N R20E EX PRT SOLD TO CITY AS DESC IN 683 R 437 B CR	97.00 Sq Ft @	6.60 Sq/Ft	640.20 640.20
DISTRICT 12	6H-1226-3	CHURCH OF CHRIST 2683 W POINT RD GREEN BAY WI 54304-1343	2683 WEST POINT RD LOT 2 OF 27 CSM 212 BNG PRT OF LOT 6 SEC 32 T24N R20E	50.00 Sq Ft @	6.60 Sq/Ft	330.00 330.00
DISTRICT 12	6H-1227	KIM M VIDUSKI 2707 WEST POINT RD GREEN BAY WI 54304-1345	2707 WEST POINT RD LOT 2 VOL 7 CSM PAGE 435	12.50 Sq Ft @	6.60 Sq/Ft	82.50 82.50
DISTRICT 12	6H-1227- 10	MARSHA M & PETER T DEBEUKELAR 2785 WEST POINT RD GREEN BAY WI 54304-1345	2785 WEST POINT RD PARCEL A IN VOL 4 CSM PAGE 5 BNG PRT OF S32 T24N R20E	25.00 Sq Ft @ 41.50 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	185.00 273.90 458.90
DISTRICT 12	6H-1227- 11	STEVEN J HARVEY 2775 WEST POINT RD GREEN BAY WI 54304-1345	2775 WEST POINT RD PARCEL B IN 4 CSM 5 BNG PAR T OF S32 T24N R20E	7.00 Sq Ft @ 51.00 Sq Ft @	6.60 Sq/Ft 7.40 Sq/Ft	46.20 377.40 423.60
DISTRICT 12	6H-1227- 16	STACI RUBENZER 2703 W POINT RD GREEN BAY WI 54304	2703 WEST POINT RD LOT 3 VOL 7 CSM PAGE 435 MAP 1843 IN 917932	123.50 Sq Ft @	6.60 Sq/Ft	815.10 815.10
DISTRICT 12	6H-1227-3	BARBARA J & DAVID J DUFEK 2729 WEST POINT RD GREEN BAY WI 54304-1345	2729 WEST POINT RD PCL B IN 3 CSM 113 BNG PART OF LOT 7 SEC 32 T24N R20E	25.00 Sq Ft @ 49.50 Sq Ft @	6.60 Sq/Ft 7.40 Sq/Ft	165.00 366.30 531.30
DISTRICT 12	6H-1227-7	MARY A & NATHAN A CARLSON 2735 WEST POINT RD GREEN BAY WI 54304-1345	2735 WEST POINT RD PCL A IN 3 CSM 113 BNG PART OF LOTS 7 & 8 SEC 32 T24N R20E	25.00 Sq Ft @ 50.00 Sq Ft @	7.40 Sq/Ft 6.60 Sq/Ft	185.00 330.00 515.00

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DISTRICT 12	6H-1265	DAVID A KUBIAK 765 LAWRENCE DR DE PERE WI 54115	2090 PACKERLAND DR S 20 AC NE1/4 SW1/4 SEC 32 T24N R20E EX W 3.25 AC & EX 75J171-3 FOR ST & EX 29 CSM 262 & EX J22605-20 & EX 1878775	50.50 Sq Ft @	7.40 Sq/Ft	373.70
				100.50 Sq Ft @	6.60 Sq/Ft	663.30
			Parcel Total Charges			1037.00
DISTRICT 12	6H-1265-1	KUBIAK DAVID A & CONSTANCE A REVOCABLE TRUST DAVID A & CONSTANCE A KUBIAK 2060 PACKERLAND DR GREEN BAY WI 54304	2060 PACKERLAND DR LOT 1 OF 29 CSM 262 AS CORRECTED IN J21850-45 BNG PART OF NE1/4 SW1/4 SEC 32 T24N R20E & PRT DESC IN 1878775	74.00 Sq Ft @	6.60 Sq/Ft	488.40
						488.40
			Parcel Total Charges			488.40
DISTRICT 12	6H-1616	JAMES M & LAURA J FAIRBAIRN 2786 WEST POINT RD GREEN BAY WI 54304-1346	2786 WEST POINT RD MEACHAMS CRESTWOOD SUBD LOT 5 & LOT 6 EX ELY 52 FT	52.50 Sq Ft @	6.60 Sq/Ft	346.50
						346.50
			Parcel Total Charges			346.50
DISTRICT 12	6H-1618	LEAH A & DANIEL B HESLIP 2780 W POINT RD GREEN BAY WI 54304	2780 WEST POINT RD MEACHAMS CRESTWOOD SUBD LOT 7 EX ELY 25 FT & E 52 FT OF LOT 6	50.50 Sq Ft @	6.60 Sq/Ft	333.30
						333.30
			Parcel Total Charges			333.30
DISTRICT 12	6H-1619	KENNETH E & BETH TRITT 2772 W POINT RD GREEN BAY WI 54034	2772 WEST POINT RD MEACHAMS CRESTWOOD SUBDIVISION LOT 8 & ELY 25 FT OF LOT 7	225.00 Sq Ft @	6.60 Sq/Ft	1485.00
						1485.00
			Parcel Total Charges			1485.00
DISTRICT 12	6H-1737	UNITED STATES POSTAL SERVICE 300 PACKERLAND DR GREEN BAY WI 54303-4816	300 PACKERLAND DR LOT 2 OF 11 CSM 61 BNG PRT OF LOT 34 1ST ADD TO PACKER LAND SUBD AND OF OUTLOT 1 OF 3 CSM 291 & THAT PRT OF LOT 1 OF 11 CSM 61 AS DESC IN J8896-3	52.00 Sq Ft @	7.40 Sq/Ft	384.80
						384.80
			Parcel Total Charges			384.80
DISTRICT 12	6H-2138	RICK PROPERTIES LLC 11501 MEGGERS RD NEW HOLSTEIN WI 53061	1616 PACKERLAND DR ROCA HEIGHTS SUBD 1ST ADDN LOT 36	31.80 Sq Ft @	6.60 Sq/Ft	209.88
						209.88
			Parcel Total Charges			209.88
DISTRICT 12	6H-2399	KYLE F & KRISTIN M & KYLE F BROOKS 1507 S POINT RD GREEN BAY WI 54313	1507 SOUTH POINT RD LOMBARDI SUBDIVISION LOT 1 EX 6 CSM 47	136.50 Sq Ft @	6.60 Sq/Ft	900.90
						900.90
			Parcel Total Charges			900.90
DISTRICT 12	6H-2400	LEROY J BEERNTSEN, ETAL 2791 WEST POINT RD GREEN BAY WI 54304-1345	2791 WEST POINT RD LOMBARDI SUBDIVISION LOT 2 EXC VOL 6 CSM PAGE 47	76.00 Sq Ft @	6.60 Sq/Ft	501.60
						501.60
			Parcel Total Charges			501.60

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DISTRICT 12	6H-2403-1	NICOLE K E & JONATHAN D SCHWEIGER 4539 CROOKED CREEK LN ONEIDA WI 54155	1511 SOUTH POINT RD LOT 1 VOL 6 CSM PAGE 47			
				25.00 Sq Ft @	6.60 Sq/Ft	165.00
			Parcel Total Charges			165.00
DISTRICT 12	6H-2707	ONEIDA TRIBE OF INDIANS OF WISCONSIN ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	2069 PACKERLAND DR ROBERT HALL PLAT LOT 4			
				46.50 Sq Ft @	7.40 Sq/Ft	344.10
			Parcel Total Charges			344.10
DISTRICT 12	6H-2766	SETH GREGOR 503 WELLING WAY FARMINGTON UT 84025	1318 LA COUNT RD THE DUNES LOT 56			
				25.00 Sq Ft @	6.60 Sq/Ft	165.00
			Parcel Total Charges			165.00
DISTRICT 12	6H-2767	ONEIDA TRIBE OF INDIANS OF WISCONSIN ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	1328 LA COUNT RD THE DUNES LOT 57 & ELY 4 FT OF NLY 77.5 FT OF LOT 58			
				22.00 Sq Ft @	6.60 Sq/Ft	145.20
				134.00 Sq Ft @	7.40 Sq/Ft	991.60
						1136.80
DISTRICT 12	6H-2772	EASY STREET INVESTMENTS LLC 1144 W MASON ST STE 6 GREEN BAY WI 54303	1400 LA COUNT RD THE DUNES LOT 62			
				25.00 Sq Ft @	6.60 Sq/Ft	165.00
				54.00 Sq Ft @	7.40 Sq/Ft	399.60
						564.60
DISTRICT 12	6H-2776	ONEIDA TRIBE OF INDIANS OF WISCONSIN ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	1410 LA COUNT RD THE DUNES LOT 66			
				97.02 Sq Ft @	6.60 Sq/Ft	640.33
						640.33
DISTRICT 12	6H-2777	CONSTANCE KUCKUK 2433 E MIFFLIN ST MADISON WI 53704	1426 LA COUNT RD THE DUNES LOT 67			
				27.50 Sq Ft @	7.40 Sq/Ft	203.50
				53.00 Sq Ft @	6.60 Sq/Ft	349.80
						553.30
DISTRICT 12	6H-2817	CRAIG F & MARGARET M THIELKE 3034 WEST POINT RD GREEN BAY WI 54313-5442	3034 WEST POINT RD THE DUNES LOT 107			
				24.50 Sq Ft @	6.60 Sq/Ft	161.70
						161.70

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	6H-2818	PAMELA A & CHAD E ROJAS	3028 WEST POINT RD THE DUNES LOT 108			
12		3028 WEST POINT RD GREEN BAY WI 54313-5442				
				19.00 Sq Ft @	6.60 Sq/Ft	125.40
			Parcel Total Charges			125.40
DISTRICT	6H-2819	ONEIDA TRIBE OF INDIANS OF WISCONSIN ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	3020 WEST POINT RD THE DUNES LOT 109			
12						
				41.00 Sq Ft @	6.60 Sq/Ft	270.60
			Parcel Total Charges			270.60
DISTRICT	6H-2861	SHERRY M SCHMIDT TRUST	2962 WEST POINT RD THE SANDS LOT 40			
12		2101 W GOOD HOPE RD # 214 GLENDALE WI 53209				
				51.00 Sq Ft @	7.40 Sq/Ft	377.40
			Parcel Total Charges			377.40
DISTRICT	6H-2864	JP III PROPERTIES AND INVESTMENTS LLC	2944 WEST POINT RD THE SANDS LOT 43			
12		3041 WESTVIEW RD GREEN BAY WI 54313				
				26.00 Sq Ft @	7.40 Sq/Ft	192.40
			Parcel Total Charges			192.40
DISTRICT	6H-2905	IDC II PROPERTIES LLC	2974 WEST POINT RD THE CENTRAL DUNES LOT 1			
12		2788 YORKTOWN DR GREEN BAY WI 54304				
				30.00 Sq Ft @	6.60 Sq/Ft	198.00
			Parcel Total Charges			198.00
DISTRICT	6H-2919	JOSEPH G & KIM L HAWORTH	1407 LA COUNT RD LOT 3 OF 11 CSM 251 BNG PRT OF LOT 15 CENTRAL DUNES			
12		1407 LA COUNT RD GREEN BAY WI 54313-1351				
				27.00 Sq Ft @	7.40 Sq/Ft	199.80
				38.00 Sq Ft @	6.60 Sq/Ft	250.80
			Parcel Total Charges			450.60
DISTRICT	6H-2920-1	DAVID G GUZMAN	1401 LA COUNT RD LOT 2 OF 11 CSM 251 MAP 2440 IN 984750 BNG PRT OF LOT 16 CENTRAL DUNES			
12		1401 LA COUNT RD GREEN BAY WI 54313				
				27.00 Sq Ft @	7.40 Sq/Ft	199.80
				38.00 Sq Ft @	6.60 Sq/Ft	250.80
			Parcel Total Charges			450.60
DISTRICT	6H-2928	USA IN TRUST FOR ONEIDA TRIBE OF INDIANS OF WI ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	1329 LA COUNT RD LOT 1 OF 11 CSM 247 BNG PRT OF LOT 24 CENTRAL DUNES			
12						
				27.00 Sq Ft @	7.40 Sq/Ft	199.80
			Parcel Total Charges			199.80
DISTRICT	6H-3234	JAMES J & MICHELLE R DEGRAVE	2965 WEST POINT RD DESERT TRAILS LOT 59			
12		N11122 WE-SIX LN CRIVITZ WI 54114				
				48.50 Sq Ft @	6.60 Sq/Ft	320.10

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				54.50 Sq Ft @	7.40 Sq/Ft	403.30
			Parcel Total Charges			723.40
DISTRICT	6H-3388	LAWRENCE & LINDA LAMERE	2615 POPLAR SPRINGS CIR			
12		2615 POPLAR SPRINGS CIR GREEN BAY WI 54304-1816	POPLAR SPRINGS LOT 18			
				25.00 Sq Ft @	6.60 Sq/Ft	165.00
			Parcel Total Charges			165.00
DISTRICT	6H-3389	AARON C & HEATHER A FAULKNER	2618 RED FERN LN			
12		REVOCABLE TRUST	POPLAR SPRINGS LOT 19			
		809 STONE GABLES CT ONEIDA WI 54115				
				22.05 Sq Ft @	6.60 Sq/Ft	145.53
			Parcel Total Charges			145.53
DISTRICT	6H-3394	BEAUTIFUL SAVIOR EVANGELICAL	2160 PACKERLAND DR			
12		LUTHERAN CHURCH	LOT 1 OF 52 CSM 170 BNG ALL OF			
		2160 PACKERLAND DR	LOTS 16-21 OF SPRINGCREST MANOR &			
		GREEN BAY WI 54304-1934	BNG ALL OF LOTS 24-30 OF POPLAR			
			SPRINGS BNG PRT OF GOVT LOTS 29 &			
			30 SEC32 T24N R20E			
				25.97 Sq Ft @	6.60 Sq/Ft	171.40
			Parcel Total Charges			171.40
DISTRICT	6H-3404	RONNIE V MURRAY	2630 CORMIER RD			
12		3607 S 123RD ST	LOT 1 OF 11 CSM 81 BNG PRT OF LOT			
		MILWAUKEE WI 53228	34 PLAT OF POPLAR SPRINGS			
				43.61 Sq Ft @	7.40 Sq/Ft	322.71
			Parcel Total Charges			322.71
DISTRICT	6H-3406	JAY B WOLF	2187 PACKERLAND DR			
12		2187 PACKERLAND DR	LOT 1 OF 10 CSM 381 BNG PRT OF LOT			
		GREEN BAY WI 54304	36 POPLAR SPRINGS			
				25.00 Sq Ft @	6.60 Sq/Ft	165.00
			Parcel Total Charges			165.00
DISTRICT	6H-3406-1	JAY B WOLF	2185 PACKERLAND DR			
12		2187 PACKERLAND DR	LOT 2 OF 10 CSM 381 BNG PRT OF LOT			
		GREEN BAY WI 54304	36 POPLAR SPRINGS			
				24.50 Sq Ft @	6.60 Sq/Ft	161.70
			Parcel Total Charges			161.70
DISTRICT	6H-3408	CHRISTOPHER MARTIN	2171 PACKERLAND DR			
12		1130 PEARL ST	LOT 1 OF 11 CSM 69 MAP 2368 IN			
		LA JOLLA CA 92037	974551 BNG PRT OF LOT 38 PLAT OF			
			POPLAR SPRINGS			
				25.00 Sq Ft @	6.60 Sq/Ft	165.00
			Parcel Total Charges			165.00
DISTRICT	6H-3408-1	CHRISTOPHER MARTIN	2173 PACKERLAND DR			
12		1130 PEARL ST	LOT 2 OF 11 CSM 69 MAP 2368 IN			
		LA JOLLA CA 92037	974551 BNG PRT OF LOT 38 PLAT OF			
			POPLAR SPRINGS			
				24.50 Sq Ft @	6.60 Sq/Ft	161.70
			Parcel Total Charges			161.70

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 12	6H-3411	XIAO DONG, ETAL XIAO DONG 1328 HILLCREST HTS GREEN BAY WI 54313	2151 PACKERLAND DR LOTS 1 & 2 OF 11 CSM 327 BNG PART OF LOT 41 POPLAR SPRINGS			
				24.50 Sq Ft @	6.60 Sq/Ft	161.70
			Parcel Total Charges			161.70
DISTRICT 12	6H-3412	EDWARD & RHONDA SOMERS 531 GLEN ERIN DR HARTFORD WI 53027	2143 PACKERLAND DR LOTS 1 & 2 OF 11 CSM 331 MAP 2468 IN 989060 BNG PRT OF LOT 42 PLAT OF POPLAR SPRINGS			
				25.50 Sq Ft @	7.40 Sq/Ft	188.70
			Parcel Total Charges			188.70
DISTRICT 12	6H-3414	STELLA CYGAN HEYRMAN 3634 CROCUS DR DE PERE WI 54115	2133 PACKERLAND DR LOTS 1 & 2 OF 12 CSM 191 MAP 2575 IN 1006083			
				25.50 Sq Ft @	6.60 Sq/Ft	168.30
				25.50 Sq Ft @	7.40 Sq/Ft	188.70
			Parcel Total Charges			357.00
DISTRICT 12	6H-3417	DAVID E & JENNIFER H DECLEENE 1401 AVONDALE DR GREEN BAY WI 54313-5903	2113 PACKERLAND DR POPLAR SPRINGS LOT 47			
				27.50 Sq Ft @	6.60 Sq/Ft	181.50
			Parcel Total Charges			181.50
DISTRICT 12	6H-3640	NORTHERN COMFORT PROPERTY MANAGEMENT LLC W10050 LOUIS CT BLACKRIVER FALLS WI 54615	1105 LA COUNT RD COTTAGE GROVE WEST 1ST ADDN LOT 9			
				23.50 Sq Ft @	6.60 Sq/Ft	155.10
				82.00 Sq Ft @	7.40 Sq/Ft	606.80
			Parcel Total Charges			761.90
DISTRICT 12	6H-3641	ONEIDA TRIBE OF INDIANS OF WISCONSIN ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	2995 SORENSON DR COTTAGE GROVE WEST 1ST ADDN LOT 10			
				89.00 Sq Ft @	7.40 Sq/Ft	658.60
			Parcel Total Charges			658.60
DISTRICT 12	6H-3643	CRAIG & KELLI KINGHERMAN CRAIG/KELLI KING HERMAN 2993 FLEETWOOD DR GREEN BAY WI 54313-1378	2993 FLEETWOOD DR COTTAGE GROVE WEST 1ST ADDN LOT 12			
				25.00 Sq Ft @	6.60 Sq/Ft	165.00
			Parcel Total Charges			165.00
DISTRICT 12	6H-3644	ONEIDA TRIBE OF INDIANS OF WISCONSIN ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	1199 LA COUNT RD COTTAGE GROVE WEST 1ST ADDN LOT 13			
				28.50 Sq Ft @	7.40 Sq/Ft	210.90
				80.00 Sq Ft @	6.60 Sq/Ft	528.00
			Parcel Total Charges			738.90

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 12	6H-3645	ONEIDA TRIBE OF INDIANS OF WISCONSIN ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	1205 LA COUNT RD COTTAGE GROVE WEST 1ST ADDN LOT 14	85.50 Sq Ft @	7.40 Sq/Ft	632.70
			Parcel Total Charges			632.70
DISTRICT 12	6H-3646	TIMOTHY J BOEX 1213 LA COUNT RD GREEN BAY WI 54313-1347	1213 LA COUNT RD COTTAGE GROVE WEST 1ST ADDN LOT 15	32.50 Sq Ft @	7.40 Sq/Ft	240.50
			Parcel Total Charges			240.50
DISTRICT 12	6H-3648	BRUCE C & KAY M BREECHER 1225 LA COUNT RD GREEN BAY WI 54313-1347	1225 LA COUNT RD COTTAGE GROVE WEST 1ST ADDN LOT 17	60.00 Sq Ft @	6.60 Sq/Ft	396.00
			Parcel Total Charges			396.00
DISTRICT 12	6H-3649	RANDALL L DOXTATOR 1229 LA COUNT RD GREEN BAY WI 54313-1347	1229 LA COUNT RD COTTAGE GROVE WEST 1ST ADDN LOT 18	40.50 Sq Ft @ 87.50 Sq Ft @	6.60 Sq/Ft 7.40 Sq/Ft	267.30 647.50
			Parcel Total Charges			914.80
DISTRICT 12	6H-3676	KEVIN J & JAMES N & MIDWEST HOUSING GROUP LLC PO BOX 354 LITTLE CHUTE WI 54140	1106 LA COUNT RD KAREN HEIGHTS LOT 1	25.00 Sq Ft @ 28.00 Sq Ft @	6.60 Sq/Ft 7.40 Sq/Ft	165.00 207.20
			Parcel Total Charges			372.20
DISTRICT 12	6H-3677	JAMES S DAMOUR, ETAL JAMES S D AMOUR & DIANE M WETTSTEIN 1114 LA COUNT RD GREEN BAY WI 54313-1337	1112 LA COUNT RD KAREN HEIGHTS LOT 2	23.00 Sq Ft @	6.60 Sq/Ft	151.80
			Parcel Total Charges			151.80
DISTRICT 12	6H-3678	ANALISE M AMBORN 3006 SUMMER PL GREEN BAY WI 54313	3006 SUMMER PL KAREN HEIGHTS LOT 3	26.50 Sq Ft @	6.60 Sq/Ft	174.90
			Parcel Total Charges			174.90
DISTRICT 12	6H-3679	MICHAEL W & AMY B VANRITE 1035 QUIET HARBOR CT SUAMICO WI 54173-8194	1132 LA COUNT RD KAREN HEIGHTS LOT 4	58.50 Sq Ft @	6.60 Sq/Ft	386.10
			Parcel Total Charges			386.10

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	6H-3680	KATHLEEN A BEYER	1140 LA COUNT RD KAREN HEIGHTS LOT 5			
12		1140 LA COUNT RD GREEN BAY WI 54313-1336		24.50 Sq Ft @	6.60 Sq/Ft	161.70
			Parcel Total Charges			161.70
DISTRICT	6H-3683	CHRISTOPHER R MACCORMACK	1208 LA COUNT RD KAREN HEIGHTS LOT 8			
12		1208 LA COUNT RD GREEN BAY WI 54313-1338		21.00 Sq Ft @	6.60 Sq/Ft	138.60
			Parcel Total Charges			138.60
DISTRICT	6H-3685	DALE E & DAWN M HANNA LIVING TRUST	1222 LA COUNT RD KAREN HEIGHTS LOT 10			
12		1222 LA COUNT RD GREEN BAY WI 54313		27.44 Sq Ft @	6.60 Sq/Ft	181.10
			Parcel Total Charges			181.10
DISTRICT	6H-3686	DEAN D & SUSAN L DELVOYE	1230 LA COUNT RD KAREN HEIGHTS LOT 11			
12		1230 LA COUNT RD GREEN BAY WI 54313-1338		56.00 Sq Ft @	7.40 Sq/Ft	414.40
			Parcel Total Charges			414.40
DISTRICT	6H-4155	USA IN TRUST FOR ONEIDA NATION	3011 WEST POINT RD DESERT SANDS LOT 1			
12		PO BOX 365 ONEIDA WI 54155		25.00 Sq Ft @	7.40 Sq/Ft	185.00
			Parcel Total Charges			185.00
DISTRICT	6H-4156	HARRISON RONALD F & CAROL J IRREVOCABLE TRUST CAROL HARRISON 3007 WEST POINT RD GREEN BAY WI 54313-5441	3007 WEST POINT RD DESERT SANDS LOT 2			
12				25.00 Sq Ft @	7.40 Sq/Ft	185.00
				50.00 Sq Ft @	6.60 Sq/Ft	330.00
			Parcel Total Charges			515.00
			Project Total 12134			106454.97

**RESOLUTION APPROVING THE
2022 END OF YEAR FINANCIAL REPORTS FOR THE
MILITARY AVENUE BUSINESS ASSOCIATION
BUSINESS IMPROVEMENT DISTRICT
(PP 22-02)**

February 28, 2023

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of February 27, 2023, the 2022 End of Year Financial Report for the Military Avenue Business Association Business Improvement District, a copy of which is on file in the Clerk's office, is hereby approved.

Adopted _____

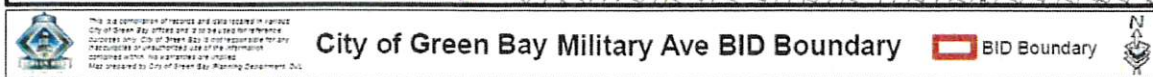
Approved _____

Mayor

Clerk

WMT

Attachment – Map

 BID Boundary

**RESOLUTION APPROVING THE
2022 END OF YEAR FINANCIAL REPORTS
FOR DOWNTOWN GREEN BAY, INC.
BUSINESS IMPROVEMENT DISTRICT
(PP 22-01)**

February 28, 2023

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of February 27, 2023, the 2022 End of Year Financial Reports for Downtown Green Bay, Inc., Business Improvement District, a copy of which is on file in the Clerk's office, is hereby approved.

Adopted _____

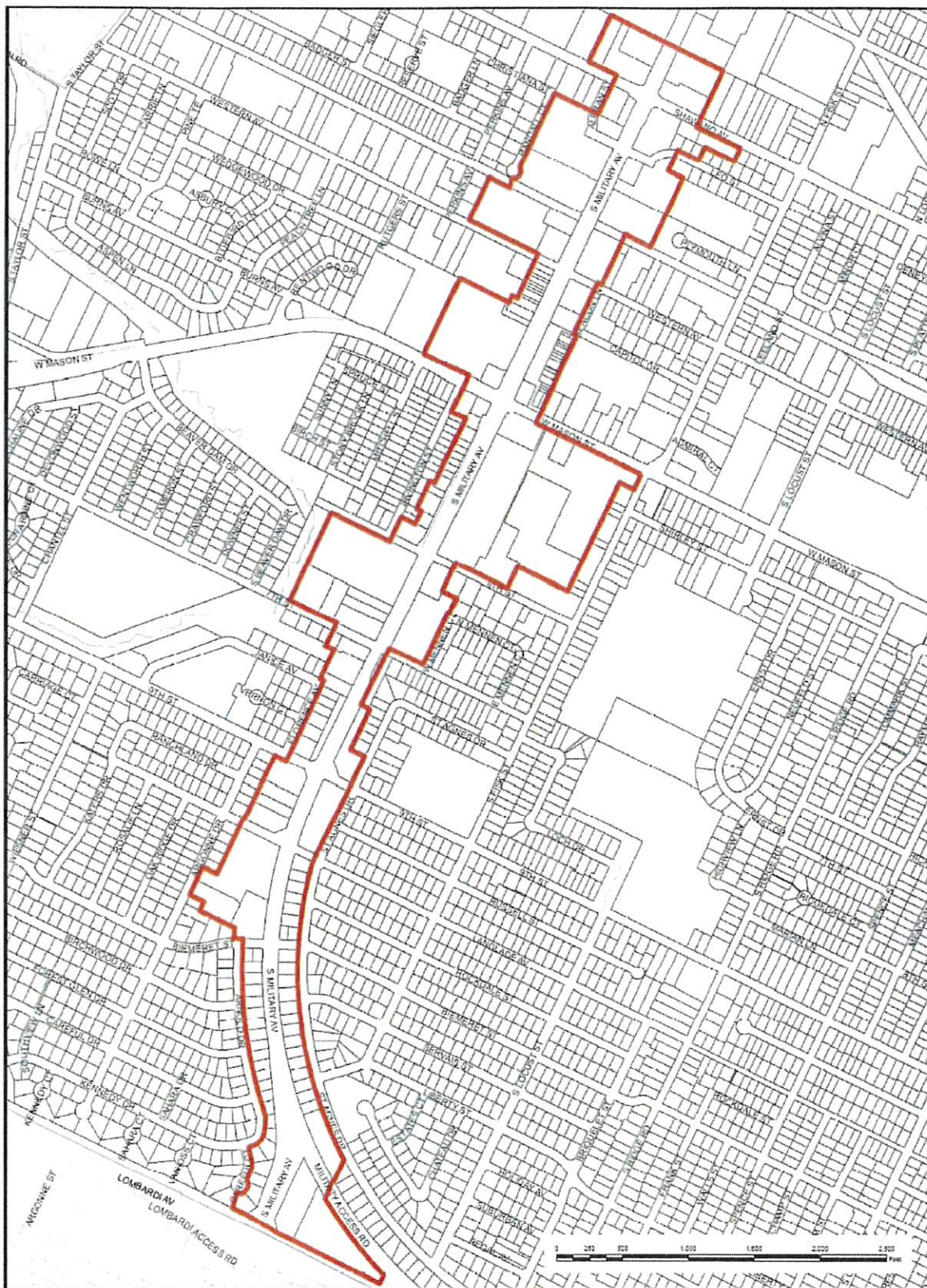
Approved _____

Mayor

Clerk

WMT

Attachment – Map



**RESOLUTION APPROVING THE
2022 END OF YEAR FINANCIAL REPORTS
FOR THE OLDE MAIN STREET, INC.
BUSINESS IMPROVEMENT DISTRICT
(PP 22-03)**

February 28, 2023

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of February 27, 2023, the 2022 End of Year Financial Reports for the Olde Main Street, Inc., Business Improvement District, a copy of which is on file in the Clerk's office, is hereby approved.

Adopted _____

Approved _____

Mayor

Clerk

WMT

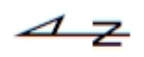
Attachment – Map



City of Green Bay

BID #2

Olde Main Street District
Boundary



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

Map prepared by City of Green Bay IT Department. M.H. July 2010.

**RESOLUTION AUTHORIZING RELEASE OF
UTILITY EASEMENT AT 1919 S BROADWAY
(ED 23-01)**

March 7, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting the release of the utility easements at 1919 S Broadway in the area of Vacated Motor Street and Vacated State Street.

WHEREAS, the Plan Commission of the City of Green Bay approved said release at its meeting on February 27, 2023, subject to the conditions:

1. The property owner shall follow the signed agreement with NEW Water and the new utility easement is finalized and recorded.
2. The property owner shall provide the Relocated Easement as previously negotiated with the City of Green Bay.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 23-01 and the recommendation of the Plan Commission on February 27, 2023, the City of Green Bay does authorize the requested easement discontinuance for the following parcel located along 1919 S Broadway:

BE IT FURTHER RESOLVED, the easement discontinuance shall be filed with the Register of Deeds and recorded by the property owner.

Tax Parcels Affected: 1-1407 & 1-1415

That part of the vacated Motor Street right-of-way described in Jacket 24839, Image 15, as Brown County Document Number 1447268, and that part of the vacated State Street right-of-way described in Jacket 24839, Image 20, as Brown County Document Number 1447269, all located in Lots, 1, 3, 4 and 5, according to the recorded Plat of C.L.A. Tank's Subdivision of Private Claim 12 and the North one-half of Private Claim 13, West Side of Fox River, City of Green Bay, Brown County, Wisconsin, described as follows: Commencing at Brown County ID point 40Y/Z-14/15(1) on the south line of Private Claim Number 13, West Side of Fox River; thence S64°-09'-06"E, 7898.70 feet along said south line of Private Claim Number 13, to Brown County ID point 30C/D-18/19 (1); thence N38°-49'-16"E, 706.76 feet; thence N36°-25'-39"E, 29.24 feet, to the point of beginning; thence N53°-38'-07"W, 45.34 feet, to the west line of the vacated State Street right-of-way; thence N36°-21'-53"E, 575.20 feet, along said west line of the vacated State Street right-of-way, to the south line of the vacated Motor Street right-of-way; thence N64°-14'-40"W, 221.12 feet, along said south line of the vacated Motor Street right-of-way, to the east right-of-way line of S. Broadway; thence N26°-10'-26"E, 60.00 feet, along said east right-of-way line of S. Broadway, to the north line of the vacated Motor Street right-of-way;

thence S64°-14'-40"E, 231.92 feet, along said north line of the vacated Motor Street right-of-way, to the west right-of-way line of the vacated State Street right-of-way; thence N36°-22'-37"E, 224.37 feet, along said west line of the vacated State Street right-of-way; thence S64°-30'-19"E, 67.15 feet, to the east right-of-way line of the vacated State Street right-of-way; thence S36°-21'-53"W, 873.28 feet, along said east line of the vacated State Street right-of-way; thence N53°-38'-07"W, 20.65 feet, to the point of beginning.

Adopted _____

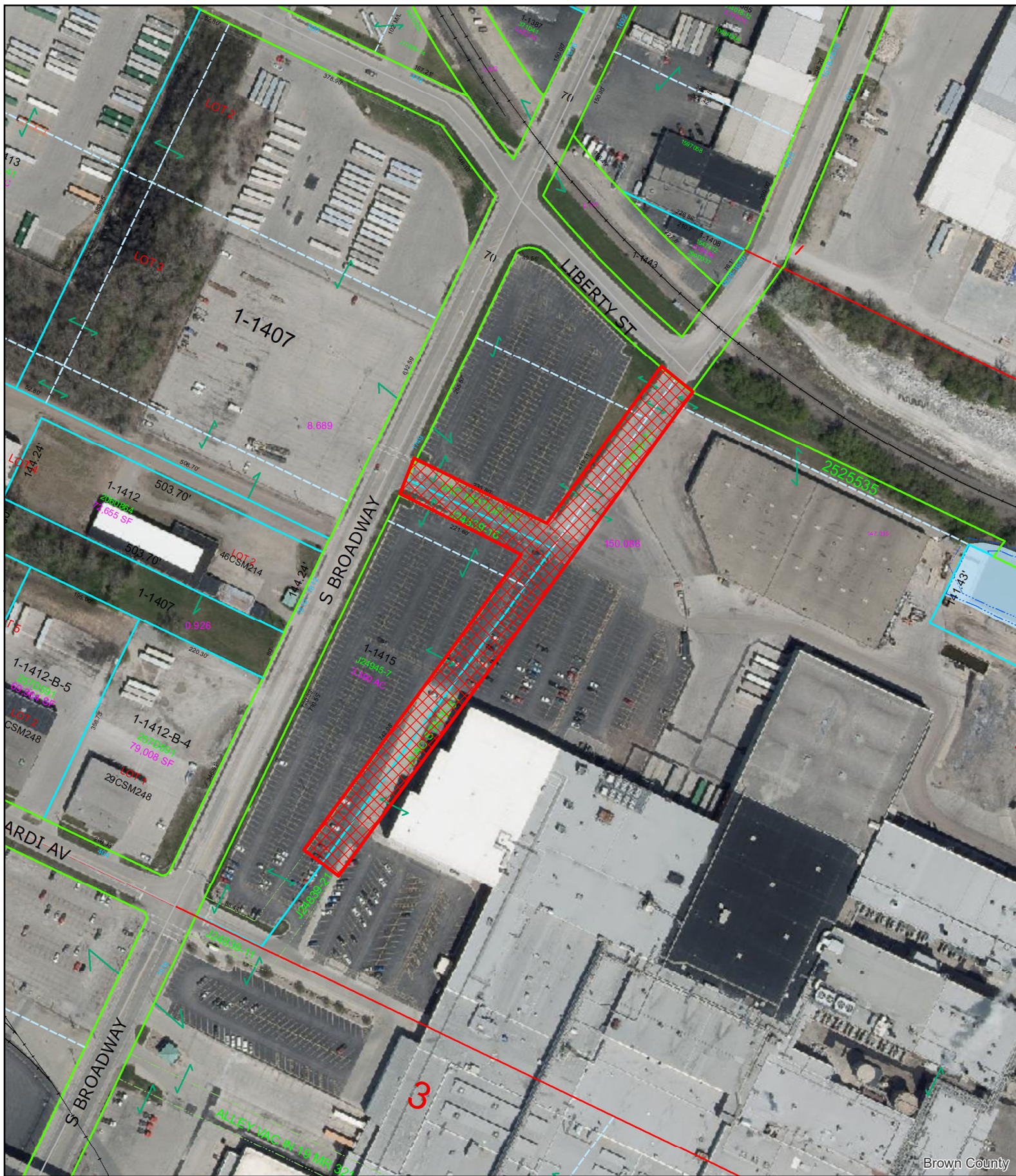
Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

SH

Attachment – Map



ED 23-01 Utility Easement Discontinuance

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

 Easement Area



1 in = 200 ft

FINAL PAYMENTS RESOLUTION
March 7, 2023

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

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. **PAVEMENT 4-22 COURIER ROAD RESURFACING**
MCC, INC.

TOTAL AMOUNT EARNED:	\$ 275,584.41
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 275,584.41
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 249,673.88</u>
AMOUNT DUE THIS PAYMENT:	\$ 25,910.53

ACCOUNT NUMBERS

401500E-55305-65182: \$13,010.50

412500E-55355-65182: \$12,900.03

PO #2200090

Adopted _____, 2023

Approved _____, 2023

Mayor

ATTEST:

City Clerk

EJNS



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 7, 2023

PREPARED BY

AGENDA ITEM # W.16

Resolution adopting second amended City of Green Bay fee schedule.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Second Amended 2023 Fee Schedule
2. Resolution Adopting Second Amended 2023 Fee Schedule

CITY OF GREEN BAY

FEE SCHEDULE

Code Section	Description	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>		
4-4	Publication fee	\$25.00
	<u>Late application fee</u>	<u>\$50.00</u>
4-5	Provisional retail license	\$15.00
4-7	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
	Initial issuance of a reserve "Class B" (liquor) license*	\$10,000.00
	<u>*Note: This fee is in addition to the "Class B" (liquor) license fee</u>	
4-10	"Class C" (wine)	\$100.00
	Operator's license (two-year license)	\$50.00
<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 unspayed 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

8-47	Commercial, educational, institutional, industrial 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
	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
	General construction building group 2: New building, etc. (per sq. ft)	\$0.135

8-47		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
		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
		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 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
	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

10-19		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
	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

10-428		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
	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

10-634	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 (per device)		\$35.00
	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
		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>		
28-3	Protection of parks and greenways	
	Encroachment fee	\$75.00
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	Yard waste collection	
	Hourly rate	\$195.00
	Minimum fee (1/3 hour plus administrative fee)	\$85.00
	Administrative fee	\$20.00
	Bulk waste collection	
	0-3 cubic yards	\$95.00
	3-10 cubic yards	\$190.00
	10+ cubic yards	\$285.00
	Appliance collection	
	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)	\$100.00
	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	\$375.00
44-83	Conditional use permit fee	\$375.00
44-112	Homebased occupation fee	\$0.00
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00
44-1580	Short Term Rental Permit – Initial	\$500.00
	Short Term Rental Permit – Annual Renewal	\$250.00
44-1890	One- and two-family residential site plan approval	
	Principal use building & site development, area smaller than \$1,000 square feet	\$25.00
	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	\$125.00

44-1890	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		\$125.00
	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
	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		\$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	\$75.00
	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	\$75.00
	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
	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

**RESOLUTION ADOPTING
SECOND AMENDED
CITY OF GREEN BAY 2023 FEE SCHEDULE**

MARCH 7, 2023

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

That the second amended City of Green Bay 2023 Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

Adopted _____

Approved _____

Mayor _____

Clerk

ljm

Attachment – Exhibit A, City of Green Bay Fee Schedule

Exhibit A

CITY OF GREEN BAY

FEE SCHEDULE

<i>Code Section</i>	<i>Description</i>	<i>Fee</i>
<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>		
4-4	Publication fee	\$25.00
	Late application fee	\$50.00
4-5	Provisional retail license	\$15.00
4-7	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
	Initial issuance of a reserve "Class B" (liquor) license*	\$10,000.00
	*Note: This fee is in addition to the "Class B" (liquor) license fee	
4-10	"Class C" (wine)	\$100.00
	Operator's license (two-year license)	\$50.00
<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 unspayed 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

8-47	Commercial, educational, institutional, industrial 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
	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
	General construction building group 2: New building, etc. (per sq. ft)	\$0.135

8-47		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
		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
		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 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
	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

10-19		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
	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

10-428		Event location change fee	\$75.00
		Event cancellation fee	\$75.00
All other large events			
10-428		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
	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

10-634	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 (per device)		\$35.00
	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
		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-Enviroment</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>		
28-3	Protection of parks and greenways	
	Encroachment fee	\$75.00
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	Yard waste collection	
	Hourly rate	\$195.00
	Minimum fee (1/3 hour plus administrative fee)	\$85.00
	Administrative fee	\$20.00
	Bulk waste collection	
	0-3 cubic yards	\$95.00
	3-10 cubic yards	\$190.00
	10+ cubic yards	\$285.00
	Appliance collection	
	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)	\$100.00
	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	\$375.00
44-83	Conditional use permit fee	\$375.00
44-112	Homebased occupation fee	\$0.00
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00
44-1580	Short Term Rental Permit – Initial	\$500.00
	Short Term Rental Permit – Annual Renewal	\$250.00
44-1890	One- and two-family residential site plan approval	
	Principal use building & site development, area smaller than \$1,000 square feet	\$25.00
	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	\$125.00

44-1890	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		\$125.00
	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
	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		\$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	\$75.00
	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	\$75.00
	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
	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

**RESOLUTION REGARDING VACATION
OF AN UNIMPROVED PUBLIC RIGHT-OF-WAYS
EAST OF CRESTWOOD DRIVE, SOUTH OF WEST MASON STREET
(SV 22-02)**

March 7, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of an unimproved Rona Lane and Unnamed Street; 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, with the condition that the City will retain easement rights for the existing Storm and Sanitary Sewer within the Unnamed Street area; and

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that the unimproved right-of-way for Rona Lane and Unnamed Street 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 March 7, 2023 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 _____

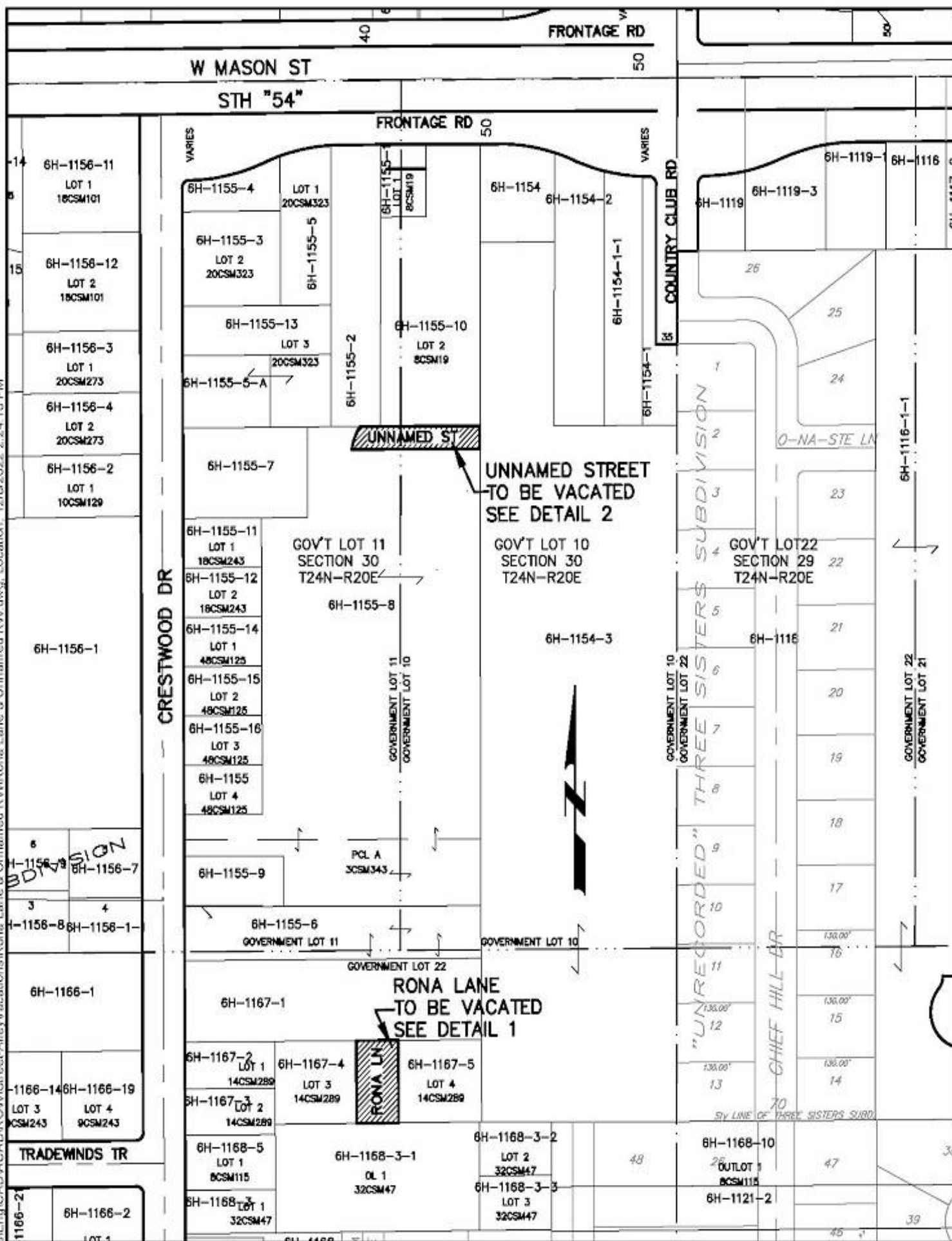
Approved _____

Mayor

Clerk

Attachments (legal description and exhibit)

I:\testData\PubWorks\Eng\CAD\DWG\Street-AlleyVacations\Rona Lane & Unnamed RW\Rona Lane & Unnamed RW.dwg, Location: 12/8/2022 2:24:18 PM



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

RONA LANE AND UNNAMED STREET
UNIMPROVED RIGHTS-OF-WAY TO BE VACATED

DATE	BY	CHKD
12/8/2022		

DESCRIPTION OF UNNAMED STREET TO BE VACATED

All of the parcel conveyed for street purposed recorded on July 9, 1986 in Jacket 10540, as Image 10, Document Number 1087383, being part of Government Lots 10 and 11, Section 30, Township 24 North, Range 20 East, City of Green Bay, Brown County Wisconsin, described as follows:

Beginning at the southeast corner of Lot 2, Brown County Certified Survey Map Number 1855 recorded in Volume 8 of Certified Survey Maps, Page 19 as Document Number 921027, (being part of Government Lots 10 and 11, Section 30, Township 24 North, Range 20 East);

thence S89°-38'-33"W, 165.13 feet, along the south line of said Lot 2, Certified Survey Map Number 1855, to the southwest corner of said Lot 2;

thence S89°-32'-31"W, 34.12 feet;

thence southwesterly along the arc of an 82.00 foot radius curve to the left, 37.93 feet, said curve having a chord which bears S21°-18'-33"W, 37.60 feet;

thence N89°-38'-33"E, 213.00 feet;

thence N00°-08'-19"W, 35.00 feet to the point of beginning.

Parcels affected being tax parcel numbers 6H-1155-8 6H-1155-10 and 6H-1155-2.

DESCRIPTION OF RONA LANE TO BE VACATED

All of the Rona Lane right-of-way as dedicated to the public in Brown County Certified Survey Map Number 2887 recorded in Volume 14 of Certified Survey Maps, Page 289 as Document Number 1046577, (being part of Government Lot 22, Section 30, Township 24 North, Range 20 East), City of Green Bay, Brown County Wisconsin, described as follows:

Beginning at the northeast corner of Lot 3, said Certified Survey Map Number 2887;

thence N89°-33'-57"E, 70.00 feet to the northwest corner of Lot 4 said Certified Survey Map Number 2887;

thence S00°-12'-16"E, 125.27 feet, to the southwest corner of said Lot 4, Certified Survey Map Number 2887;

thence S89°-20'-56"W, 70.00 feet to the southeast corner of said Lot 3, Certified Survey Map Number 2887;

thence N00°-12'-16"E, 125.54 feet, along the east line of said Lot 3, Certified Survey Map Number 2887, to the northeast corner of said Lot 3, and the point of beginning.

Parcels affected being tax parcel numbers 6H-1167-4, 6H-1167-5, 6H-1167-1 and 6H-1168-3-1.

**RESOLUTION SUPPORTING THE MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF GREEN BAY, GREEN BAY WATER UTILITY THROUGH
THE GREEN BAY WATER COMMISSION, VILLAGE OF HOBART,
AND VILLAGE OF PULASKI**

March 7, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay ("Green Bay"), as authorized under Wis. Stat. §66.0805, has a City-owned Water Utility along with seven duly approved Commissioners on the Water Commission; and

WHEREAS, Green Bay is the owner and operator of a municipal waterworks system that treats Lake Michigan water for distribution to its retail customers within the corporate municipal boundaries of Green Bay; and

WHEREAS, the Village of Hobart ("Hobart") is the owner of a municipal waterworks system that uses water obtained from Green Bay under and pursuant to the terms and conditions of a 2009 Wholesale Water Service Agreement by and between Green Bay and Hobart and its subsequent amendments (the "Hobart Agreement"); and

WHEREAS, the Village of Pulaski ("Pulaski") is desirous of purchasing potable water from the Green Bay at wholesale to satisfy the potable water needs of its customers and to meet safe drinking water standards on a long-term basis; and

WHEREAS, Green Bay is willing to sell potable water to Pulaski at wholesale subject to the terms and conditions of a Wholesale Water Service Agreement based upon the Hobart Agreement with additional provisions related to the contemplated delivery of the Green Bay water through, in part, the Hobart waterworks system; and

WHEREAS, Green Bay, Hobart, and Pulaski (the "Parties") have entered into and are continuing discussions and negotiations as to the terms, conditions, limitations and operational format for the sale, provision and delivery of potable water by and from the Green Bay to Pulaski, through, in part, the Hobart waterworks system; and

WHEREAS, the Water Department of Green Bay is limited to providing service to customers or plants located within the Green Bay, unless otherwise permitted by the Common Council of Green Bay; and

WHEREAS, Green Bay Water Commission seeks the approval of the Common Council of Green Bay to be permitted to enter into the Memorandum of Understanding with the Hobart and Pulaski to provide service outside of Green Bay.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the Green Bay hereby permits the Green Bay Water Utility to adhere to the terms and conditions of the signed Memorandum of Understanding between Green Bay, Green Bay Water Utility, Hobart and Pulaski.

Adopted _____

Approved _____

Mayor

Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of dates set forth herein below, by and between the CITY OF GREEN BAY, WISCONSIN ("Green Bay"), a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin, the GREEN BAY WATER UTILITY, by and through the GREEN BAY WATER COMMISSION, (hereinafter "Green Bay" unless otherwise specifically referenced) and the VILLAGE OF HOBART, WISCONSIN, a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin ("Hobart") and the VILLAGE OF PULASKI, WISCONSIN, a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin ("Pulaski").

PRELIMINARY RECITALS

WHEREAS, Green Bay is the owner and operator of a municipal waterworks system that treats Lake Michigan water for distribution to its retail customers within the corporate municipal boundaries of the City of Green Bay; and

WHEREAS, Hobart is the owner of a municipal waterworks system that uses water obtained from Green Bay under and pursuant to the terms and conditions of a Wholesale Water Service Agreement by and between Green Bay and Hobart of August, 2009 and its subsequent amendments (the "Hobart Agreement"); and

WHEREAS, Pulaski is desirous of purchasing potable water from Green Bay at wholesale to satisfy the potable water needs of its customers and to meet safe drinking water standards on a long-term basis; and

WHEREAS, Green Bay is willing to sell potable water to the Pulaski at wholesale subject to the terms and conditions of a Wholesale Water Service Agreement based upon the Hobart Agreement with additional provisions related to the contemplated delivery of the Green Bay water through, in part, the Hobart waterworks system; and

WHEREAS, the Parties hereto have entered into and are continuing discussions and negotiations as to the terms, conditions, limitations and operational format for the sale, provision and delivery of potable water by and from Green Bay to Pulaski, through, in part, the Village of Hobart waterworks system; and

WHEREAS, the Parties hereto are desirous of entering into this Memorandum of Understanding to set forth some, but not all, of the material general terms, conditions, operational formats, rights, duties, responsibilities, obligations and limitations of the Parties hereto in connection with the sale of potable water by Green Bay to the Pulaski, through, in part, the Village of Hobart waterworks system.

ARTICLE I
PURPOSE AND SCOPE

Section 1.1 Purpose. The purpose of this Memorandum of Understanding is to provide the framework for the continuation of the development of a written wholesale water service agreement between Green Bay and Pulaski for the sale and delivery of potable water by Green Bay to Pulaski and for the purchase by Pulaski of potable water from Green Bay.

Section 1.2 Limitation of Scope. This Memorandum of Understanding is not intended to set forth all of the essential and material terms, and conditions of a final written and approved wholesale water service agreement by, between and among the Parties hereto. This Memorandum of Understanding is not intended to be binding upon any Party hereto.

ARTICLE II
PROJECT DESCRIPTION

Section 2.1 Wholesale Water Sale. Green Bay will agree to sell to Pulaski and that Pulaski will agree to purchase from the Green Bay, under the terms, conditions and limitations to be defined in the Agreement, a maximum daily amount of potable water based on a current average daily amount of 330,000 gallons per day.

Section 2.2 Water Delivery and Transmission Facilities. The Parties will work together to develop, design and construct facilities necessary for Green Bay to deliver potable water to Pulaski through Hobart to a pipeline beginning at the northwestern municipal boundary of Hobart and running to the southeastern municipal boundary of Pulaski (the "Project"). The potable water delivery and transmission facilities will include, at Pulaski's expense, the construction and maintenance of pumping, metering, and pressure reducing facilities. Green Bay will, at its expense, provide and maintain a flow meter at Pulaski's metering station located along the transmission main route on County Trunk Highway U.

ARTICLE III
CURRENT UNDERSTANDINGS AND CONTINUED NEGOTIATIONS

Section 3.1 Acknowledgement. The Parties acknowledge that they have not yet reached a full agreement for the terms, conditions and limitations for the wholesale, sale and transmission of potable water from Green Bay to Pulaski and that until all the terms, conditions and limitations have been agreed upon by all Parties hereto there shall be no such agreement

Section 3.2 Consensus Understandings. On the basis of previous discussions and negotiations at the staff level under the framework of the Project description set forth in Article II, the Parties acknowledge that they have reached a consensus understanding with respect to the following terms, conditions and limitations for the wholesale sale, transmission and delivery of potable water from Green Bay to Pulaski.

- a. Agreement Framework. That the framework and foundation for any agreement hereunder for the wholesale sale and delivery of potable water from Green Bay to Pulaski shall be based upon the framework and format of the Green Bay Water Utility Wholesale Water Service Agreement as previously approved by the Wisconsin Public Service Commission (the "PSC").

- b. PSC Approval. The Parties acknowledge that any final agreement that they may reach will be subject to final approval by the PSC before service can commence.
- c. Term. That the term of the wholesale water service agreement shall be through December 31, 2030.
- d. Interconnection Facilities. That subject to review and approval by Green Bay, Pulaski shall design, construct, and finance such interconnection facilities as the Parties determine necessary in accordance with prudent utility practices to safely accept, receive, transmit and convey potable water provided by Green Bay from the Hobart waterworks system to the Pulaski waterworks system.
- e. Wholesale Water Service Rate. The initial wholesale water service rate for potable water sold to Pulaski by the Green Bay shall be at the initial volume rate set by the PSC under PSC standard rate-making and regulatory principles and procedures at the time of connection. In future rate proceedings before the PSC, the wholesale rate would increase or decrease by the same percentage increase or decrease of the lowest rate approved by the PSC for any Green Bay Retail Customer, as set forth on the Green Bay Water Utility's General Service – Metered Schedule (MG 1), or any subsequent replacement tariff on file with the PSC. The wholesale water service rate established by Green Bay does not include any interconnection transmission fees, costs, rates, or charges (the “Conveyance Rate”) that may be imposed by Hobart for the transmission of Green Bay potable water through a portion of the Hobart water works system as provided pursuant to Subsection 3.2(g) hereof.
- f. PSC Rate Setting. Beginning January 1, 2031, the applicable wholesale water rate in effect for the sale of potable water by the Green Bay to Pulaski shall be set by the PSC under PSC standard rate-making and regulatory principles and procedures.
- g. Conveyance Rate. In addition to the wholesale water service rate payable to Green Bay, Pulaski shall also be subject to a Conveyance Rate to be determined and set by Hobart, based upon the Conveyance Rate Formula established by the PSC, for the receipt and transmission of potable water from Green Bay to be delivered to Pulaski, which Conveyance Rate will be determined and set at the time of connection.
- h. Interruption of Service. Green Bay shall, in emergency or maintenance situations, have the ability to curtail or interrupt service and delivery of water.
- i. Quarterly Billing. Green Bay and Hobart shall bill Pulaski on a quarterly basis for their respective service charges.
- j. Prudent Utility Practice. During the term of any agreement between and among the Parties hereto the Parties shall, at all times, own, operate, maintain, repair and replace their respective waterworks systems in a manner consistent with prudent utility practice.
- k. Financial Responsibilities. During the term of any agreement hereunder, Pulaski will plan and budget for all costs, expenses, fees and charges associated with its

wholesale purchase of potable water from Green Bay and its Conveyance Rate charges through Hobart.

Section 3.3 Continued Negotiations. The Parties agree to continue discussions and negotiations through their respective staffs, agents, and representatives to address the following matters as well as any such additional matters as may arise during the course of those discussions and negotiations:

- a. Maximum Daily Demand. That Pulaski's maximum daily potable water demand through December 31, 2030 will be 954,000 gallons per day and that Green Bay can, absent emergency circumstances, meet and supply Pulaski's maximum daily potable water demands.
- b. Interconnection Facilities. The design and location of the facilities necessary to interconnect the Hobart waterworks system with the Pulaski waterworks system, including, but not limited to the metering stations, right-of-way rights and interconnection plans and specifications.
- c. Connection Costs. The costs payable by Pulaski for connecting to the Green Bay waterworks system through the Hobart waterworks system.
- d. Conveyance Rate. The charges and fees to be payable to Hobart for its receipt of Green Bay potable water for transmission to Pulaski's interconnection facilities.
- e. Financing. Financing arrangements for the design, development, and construction of Pulaski's waterworks system interconnection facilities.
- f. Technical Operational Memorandum. The Parties will develop a technical memorandum for the operations of the interconnected waterworks systems.
- g. Agreement Termination. Provisions for winding up the wholesale water service in the event the parties would, in the future, determine to terminate the water service agreement.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.1 Due Diligence. The Parties agree to act expeditiously and with due diligence to carry out and complete their responsibilities in connection with this Project and Agreement.

Section 4.2 Amendments. Any amendments to this Memorandum of Understanding are strictly prohibited unless such amendment is agreed to, in writing, by all Parties hereto. There shall be no oral agreements. Electronic writings, including e-mail messages, text messages, tweets, instant messages and their content and any attachments thereto and any prior or subsequent communications, including oral discussions or negotiations concerning some or all of the proposed project are not intended to represent and do not reflect an offer or acceptance to enter into, amend, modify, revise, terminate, abrogate, extend, or create a binding contract, agreement or transaction, and are not intended to and do not in any way bind any Party to this Memorandum.

Section 4.3 Binding Agreement. There shall be no binding agreement by, between or among any Party hereto unless and until all Parties hereto first enter into a written document entitled "WHOLESALE WATER SERVICE AGREEMENT by and between the CITY OF GREEN BAY and the VILLAGE OF PULASKI" after having obtained formal approval thereof by their respective governing bodies, being the Green Bay Water Commission for the Green Bay Water Utility, the Green Bay City Council for the City of Green Bay, the Hobart Village Board for the Village of Hobart; the Pulaski Village Board for the Village of Pulaski; and, the Wisconsin Public Service Commission.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth below their name.

CITY OF GREEN BAY

Attest:

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

GREEN BAY WATER UTILITY

Attest:

By: _____
John Heugel, President

By: _____
Tom Karmen, Secretary/Treasurer

VILLAGE OF HOBART

Attest:

By: _____
Richard Heidel, Village President

By: _____
Katrina Bruecker, Village Clerk

VILLAGE OF PULASKI

Attest:

By: _____
Keith Chambers, Village
President

By: _____
Karen Ostrowski, Village Clerk

ZONING ORDINANCE NO. 05-23

AN ORDINANCE REPEALING ZONING ORDINANCE NO. 14-21 AND CREATING A
PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PART OF 216
SOUTH MILITARY AVENUE
(ZP 22-41)

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

SECTION 1. The Planned Unit Development (PUD) for 216 South Military Avenue created by Zoning Ordinance No. 14-21 is hereby repealed in its entirety. It is the intention of the Common Council to replace the PUD established in ZO 14-21 with the PUD created in this ordinance and in Zoning Ordinance No. 06-23.

SECTION 2. Pursuant to Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, a new PUD is created for 216 South Military Avenue on the following described property:

Legal Description: Lot 1 of Certified Survey Map No. 1366, being part of Private Claim No. 1 and the vacant strip of land, West Side of Fox River, in the City of Green Bay, Brown County Wisconsin except that point commencing at the Southeast corner of said Lot 1 of Certified Survey Map No. 1366, thence N26°10'17"E, 276.60 feet along the West right of way of South Military Avenue to the point of beginning; thence N26°10'17"E, 246.18 feet along said West right of way; thence 18.91 feet along the arc of a 12.00 foot radius curve to the left whose chord bears N18°57'46"E from said West right of way of South Military Avenue to the South right of way of Leo Street; thence N64°05'49"E, 174.77 feet along said South right of way of Leo Street; thence S26°10'17"W, 258.24 feet; thence S64°05'49"W, 186.83 feet to the point of beginning.

Tax Parcel: Part of Parcel 6-266-E

SECTION 3. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit the permanent use of both Community Center Commercial (C3) and targeted Light Industrial (LI) uses in the 7.25 acres bounded by South Military Avenue on the east, Green Bay and Western Railroad on the south, Randall Street on the west, Alfran Street, and Leo Street on the north. PUD addresses targeted development areas with differing use and design standards along commercial and residential corridors and the interior of the block. To meet the distinctions in targeted development, the site is separated into three development areas

Development Area A: Starting at the Southeast Corner of Lot 2 on the accompanying CSM (Exhibit A); the area identified in the development area map (Exhibit C) which is generally south of Lot 2 to the existing northern wall of the former Shopko building. Area generally 186.83 feet of the right of way of South Military Avenue and 170 feet south of Lot 2 to the existing feet building.

Development Area B. All areas north of the plane of the southerly right of way of Leo Street extended westerly to Randall Court noted on said attached development area (Exhibit C)

Development Area C. Remaining areas on Lot 1 of said attached development area. (Exhibit C)

- B. Development Site. Area included within this PUD is proposed as Lot 1 of an accompanying Certified Survey Map (Exhibit A). The existing parcel located at South Military Avenue and Leo Street will be divided into a separate lot comprising 7.25 acres/315,765 square feet. The existing site has a building with warehousing, educational/training facility and parking lot uses as well as a separate building with a liquor store use.

C. Land Use Regulation.

1. Permitted Uses.

Development Area A:

a. Uses as allowed under the Community Center Commercial (C3) district.

b. Limited production and processing

c. Contractor yard (Must be fully enclosed within building)

d. Dry cleaning establishment, commercial laundry

e. Research and development facility

f. Material recovery facility (minor)*

g. Ground transportation service *

h. Package delivery service *

i. Public safety/service facility

j. Telecommunication tower, wireless communication facility *

k. General office

l. Government office

m. Bank or other financial institution

n. Clinic, health care facility

o. Artist's studio

p. Dwelling in conjunction with business *

q. Live work unit *

r. Warehousing

s. Educational/training facility

*Conditional use subject to approval by Common Council

Development Area B:

- a. Uses as allowed under the Community Center Commercial (C3) district.
- b. Limited production and processing
- c. Contractor yard (Must be fully enclosed within building)
- d. Dry cleaning establishment, commercial laundry
- e. Research and development facility
- f. Material recovery facility (minor)*
- g. Ground transportation service *
- h. Package delivery service *
- i. Public safety/service facility
- j. Telecommunication tower, wireless communication facility *
- k. General office
- l. Government office
- m. Bank or other financial institution
- n. Clinic, health care facility
- o. Artist's studio
- p. Dwelling in conjunction with business *
- q. Live work unit *
- r. Warehousing
- s. Educational/training facility

*Conditional use subject to approval by Common Council

Development Area C:

- a. Uses as allowed under the Community Center Commercial (C3) district.
- b. Limited production and processing
- c. Contractor yard (Must be fully enclosed within building)
- d. Dry cleaning establishment, commercial laundry
- e. Research and development facility
- f. Material recovery facility (minor)*
- g. Ground transportation service *
- h. Package delivery service *
- i. Public safety/service facility
- j. Telecommunication tower, wireless communication facility *
- k. General office
- l. Government office
- m. Bank or other financial institution
- n. Clinic, health care facility
- o. Artist's studio
- p. Dwelling in conjunction with business *
- q. Live work unit *

- r. Warehousing
- s. Educational/training facility
- *Conditional use subject to approval by Common Council

2. Prohibited Uses.

- a. Outdoor storage and display of product/material/equipment
- b. Sale or display of vehicles/equipment
- c. Accessory Structures Uses
- d. Self-service storage warehousing

D. Dimensional and Area Requirements: Dimensional and area requirements or principal structure and surface parking on the subject property shall be regulated as follows:

- a. Development Area A,B and C: Dimensional and area requirements for principal structures on subject property shall be compliant with Community Center (C3) district.

F. Access Circulation and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Chapter 44, Article XVIII of the Green Bay Municipal Code, and as modified as follows:

- a. Access to the site shall be maintained through a shared access easement between Lot 1 of attached proposed Certified Survey Map and Lot 2 of said Certified Survey Map. Shared access easement must be recorded with the Brown County Register of Deeds prior to the issuance of building permits.
- b. All access points shall meet Green Bay Municipal Code and must be approved by the city traffic engineer.
- c. No railroad spurs are permitted off of any railroad property onto the Development Area C.

G. Building and Site Maintenance. Existing buildings and grounds shall be maintained in good repair.

- a. Development Area A: Any new building for C3 development uses shall have a building footprint which encompasses minimum of 50% of the street frontage parallel to South Military Avenue within the development area.

No new buildings or building additions shall be built in Development Area A for any LI Light Industrial uses.

- b. Development Areas B and C: No fences are allowed to be erected within 200 feet of the public right of way of South Military Avenue, Leo Street, or Alfran Way
- c. No building design element associated with industrial uses shall be permitted e.g. dock doors, garages, lifts,

mechanicals or other such similar design features as determined by the Development Director or their designee shall be allowed in areas visible from South Military Avenue. No new loading docks on the east, north, or south faces with the exception of existing loading docks.

- d. Service and loading is permitted along the Randall Street right of way.
- e. Any reconstruction (beyond maintenance) must comply with Green Bay Municipal Code requirements for C3 dimensional and other regulatory standards.

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

I. Signage. All signage shall be regulated as follows:

- a. New signs, including but not limited to freestanding and wall signs, shall conform to C3 Zoning District requirements, as specified in Chapter 30, Signs, Green Bay Municipal Code in addition with the following:
- b. One (1) pole/pylon directory sign or one (1) monument directory sign is permitted to display the whole of the tenants within Development Area A, B, and C campus.
 - i. Any tenant within Development Area A, B, or C may be apart of signage
 - ii. Freestanding signage to display the whole of tenants is limited to either one (1) pylon directory sign or one (1) monument directory sign.
 - iii. Either pole/pylon sign or monument sign must meet height and size standards of C3 Zoning District requirements.
- c. Any changes to the design, location, or size of the existing freestanding signs require review and approval of a Sign Permit and must conform to the following:
 - i. These signs must remain perpendicular to the nearest public right-of-way.
 - ii. Pole signs shall be no higher than existing conditions at the time of PUD approval.
 - iii. Tenant panels on directory signs may be internally illuminated. No exterior lighting is permitted.
 - iv. If existing signage is used as a directory sign for two or more tenants within Development Areas A, B, or C; that sign will become the single pylon or directory sign or monument directory sign for the entire PUD.

J. Site Plan Review & Standards

- a. Prior to the issuance of any building permits, site plans shall be submitted and reviewed per Chapter 44 Article XIX, Green Bay
- b. If any site has been purchased, it shall not be further divided without review and consent of the City.
- c. An updated change of use site plan must be submitted to the Department of Community and Economic Development to denote the existing change of use on the site.
- d. Temporary barriers on the site such as jersey walls or temporary concrete walls must be removed.
- e. All existing and new service, loading, and refuse areas shall be screened in accordance with Chapter 44, Section 44-1917, Green Bay Municipal Code.
- f. Any ground-mounted and/or roof mounted mechanicals shall be screened in accordance with Chapter 44, Section 44-1917, Green Bay Municipal Code.

K. Landscaping/Transitional Yard

- a. Prior to the issuance of any building permits, detailed landscape plans shall be submitted and reviewed per Chapter 44, Article XIX, Division 5, Green Bay Municipal Code.
- b. Within 12 months of approval of PUD by Common Council, Development Area C must be improved to meet standards of Article XIX, Division 5, Section 44-1964, Green Bay Municipal Code along the right of way adjacent to Randall Court.
- c. If a land use change occurs in Development Area B which is one of the permitted light industrial uses, an approved site plan must include improvement standards of Article XIX, Division 5, Section 44-1694, Green Bay Municipal Code along the right of way adjacent to Randall Court
- d. All existing landscaped areas must be maintained in good repair.

L. Prior to the issuance of any building permits, stormwater management plans, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City. See Chapter 30, Green Bay Municipal Code.

M. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

SECTION 4. 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 5. 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 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. 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 8. 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 9. 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 _____, 2023.

APPROVED:

Mayor Eric Genrich

ATTEST:

Clerk

Attachments:

Exhibit A – Proposed Certified Survey Map
Exhibit B – Existing Site Survey Map
Exhibit C – Development Area Map

Exhibit A

CERTIFIED SURVEY MAP NO.

LOT 1
315,765 S.F.
7.2489 ACRE
S26°10'17"W 35.00'

LOT 2
48,215 S.F.
1.1069 ACRE
N26°10'17"E 30.0'
S26°10'17"W 15.0'

CHRISTINA STREET
N25°54'55"E 60.0'
N25°30'58"E 147.05'

RANDALL STREET
N25°54'55"E 466.89'
N25°58'18"E 25'

ALFRAN STREET
S64°14'27"E 295.92'
C-9
VACATED SOUTH HALF OF PUBLIC STREET

LEO STREET
S64°05'49"E 231.95'
N64°05'49"W 309.71'(310')

SOUTH MILITARY AVENUE
S26°10'17"W 522.78'
N25°43'23"E 570.05'

GREEN BAY & WESTERN RAILROAD
N63°55'31"W 604.75'
N63°56'48"W 276.60'

EASEMENTS:
PROPOSED 30' SHARED ACCESS EASEMENT (EASEMENT TO BE REMOVED FROM CSM & RECORDED AS SEPARATE LEGAL DESCRIPTION AND EASEMENT DOCUMENT TO ACCOMPANY THE CSM)
PRIVATE CLAIM NO. 1 VACANT STRIP

Other Features:
Lot 1 13 CSM 85
PART OF 1 CSM 303
SETBACK LINE PER C.S.M. 1366
UNDERSIDE OF BRIDGE

Scale:
North
50 100
SCALE: 1"=100'

Notes:
40V/W-MAG NAD W/WASH



- ## NOTES

- JULY 21, 2022



THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI, S-3121

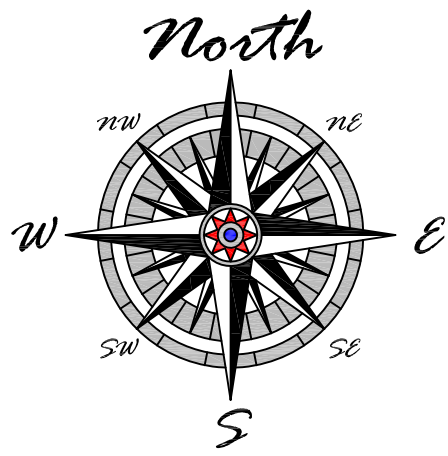
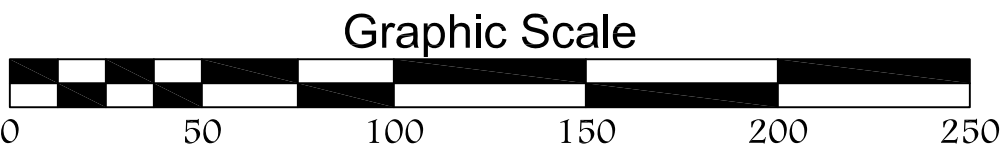
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	-	FIELDBOOK/PG: <u>-</u>	DRAWN BY: <u>DHS</u>
	-	SHEET NO: <u>1 OF 3</u>	CHECKED BY: <u>AWW</u>
	-		APPROVED BY: <u>AWW</u>
	-		

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

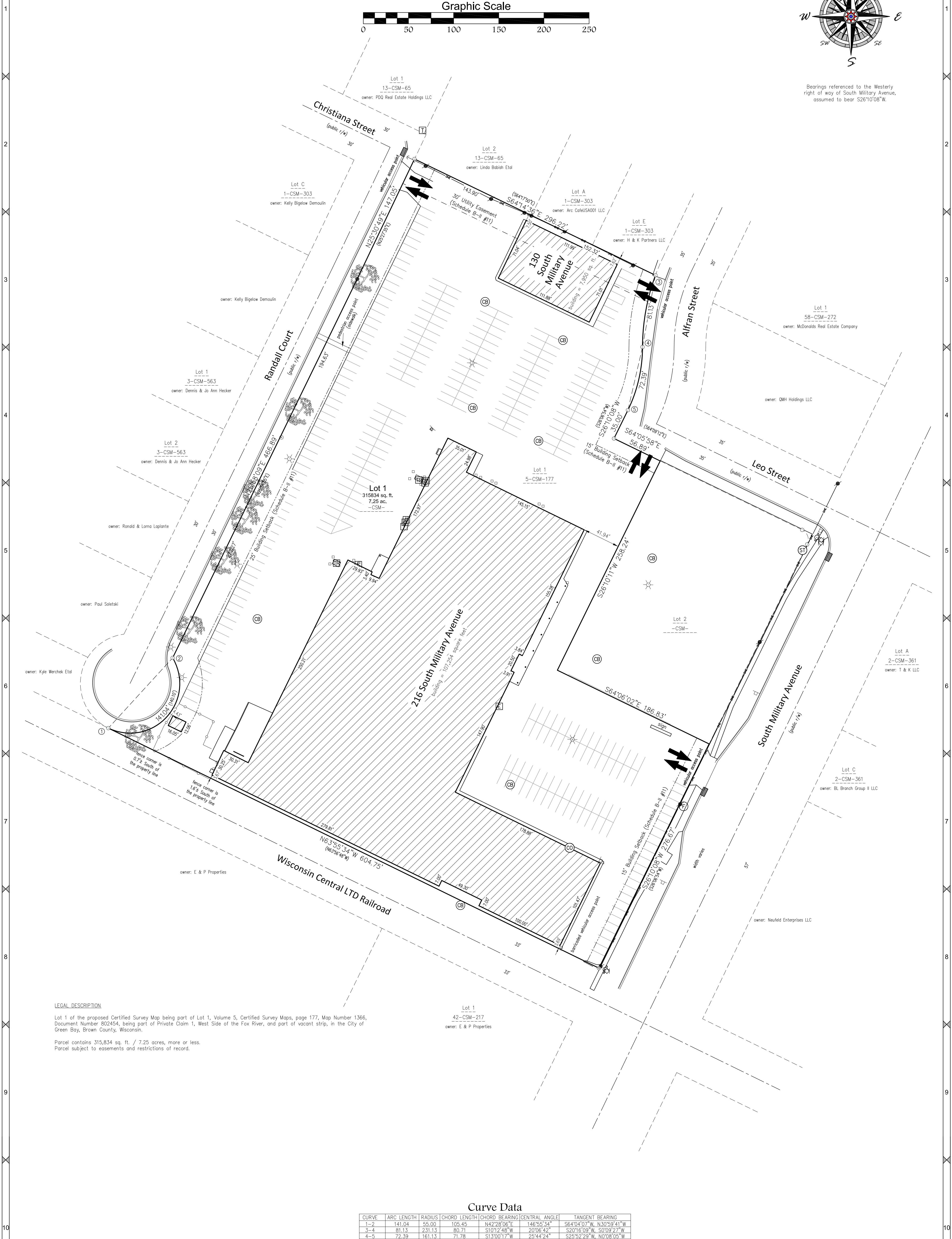
Exhibit B

- Planned Unit Development -

Lot 1 of the proposed Certified Survey Map being part of Lot 1, Volume 5, Certified Survey Maps, page 177, Map Number 1366, Document Number 802454, being part of Private Claim 1, West Side of the Fox River, and part of vacant strip, in the City of Green Bay, Brown County, Wisconsin.



Bearings referenced to the Westerly right of way of South Military Avenue, assumed to bear S26°10'08"W.



LEGAL DESCRIPTION

Lot 1 of the proposed Certified Survey Map being part of Lot 1, Volume 5, Certified Survey Maps, page 177, Map Number 1366, Document Number 802454, being part of Private Claim 1, West Side of the Fox River, and part of vacant strip, in the City of Green Bay, Brown County, Wisconsin.

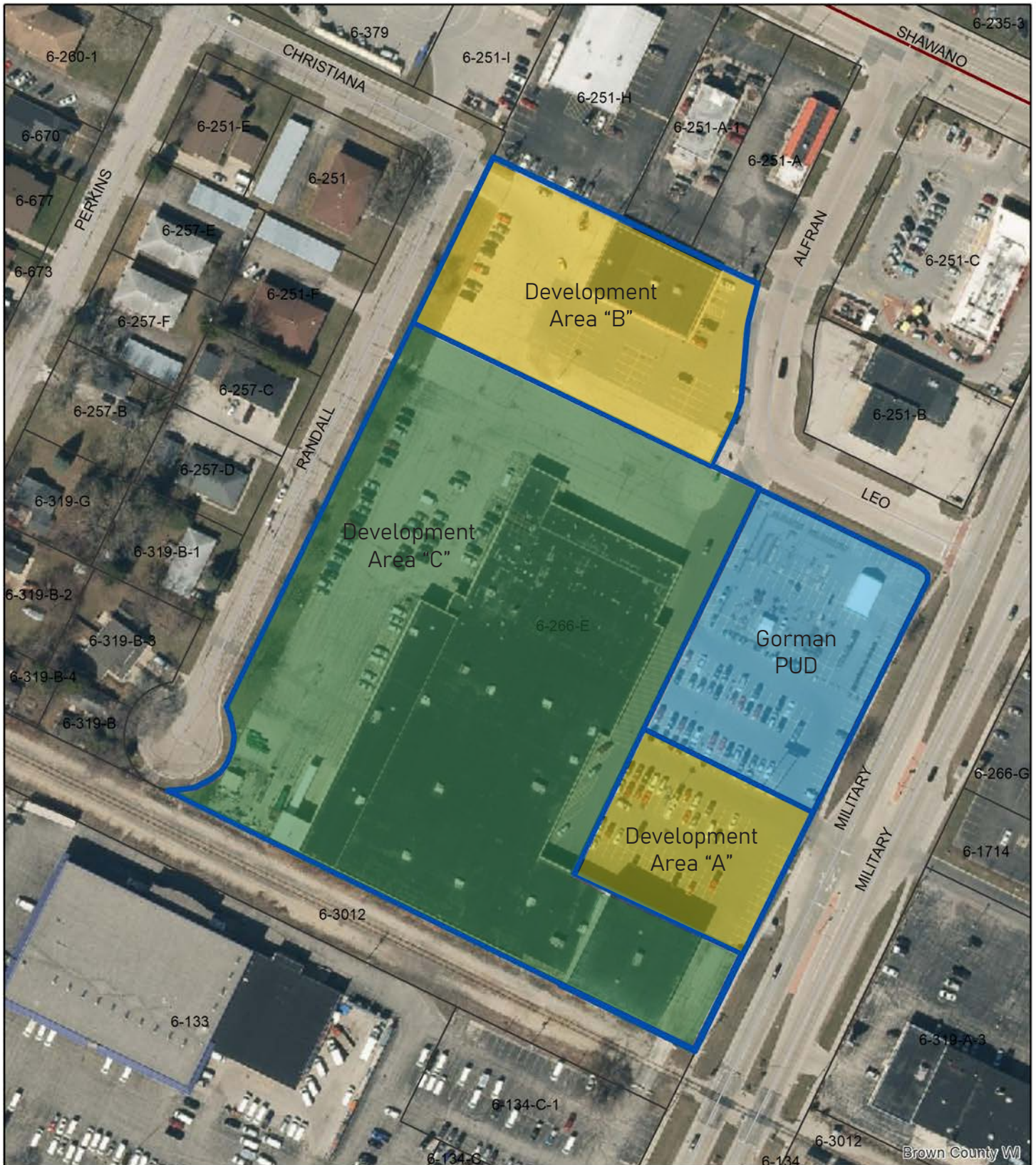
Parcel contains 315,834 sq. ft. / 7.25 acres, more or less.

Parcel subject to easements and restrictions of record.

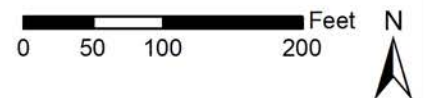
Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	141.04	55.00	105.45	N42°28'06"E	146°55'34"	S64°04'07"W, N30°59'41"W
3-4	81.13	231.13	80.71	S10°12'48"W	20°06'42"	S2016°09'W, S039°27'W
4-5	72.39	161.13	71.78	S13°00'17"W	25°44'24"	S25°52'29'W, N03°08'05'W

Exhibit C



216 S Military Ave Parcel 6-266-E



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.
19 Jan 2023 X:\Planning\Work Order Requests\2023\23.01 Office Maps\200 Block S Military.mxd

ZONING ORDINANCE NO. 06-23

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR
PART OF 216 SOUTH MILITARY AVENUE (ZP 22-31)

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 District on the following described property:

Legal Description: Commencing at the Southeast Corner of Lot 1 of Certified Survey Map No. 1366, being part of Private Claim Number 1 and the vacant strip of land, West Side of Fox River, City of Green Bay, Brown County, Wisconsin; thence N26°10'17"E, 276.60 feet along the West right of way of South Military Avenue to the point of beginning; thence N26°10'17"E, 246.18 feet along said west right of way; thence 18.91 feet along the arc of a 12.00 foot radius curve to the left whose chord bears N18°57'46"E from said West right of way of South Military Avenue to the South right of way of Leo Street; thence N64°05'49"E, 174.77 feet along said South right of way of Leo Street; thence S26°10'17"W, 258.24 feet; thence S64°05'49"W, 186.83 feet to the point of beginning.

Tax Parcel: Part of Parcel 6-266-E

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

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit the development and construction of a 48-unit, four-story multi-family residential development. 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 is proposed as Lot 2 on the accompanying Certified Survey Map (Exhibit A). The existing parcel located at the southwest South Military Avenue and Leo Street will be divided into a separate 1.11 acre/48,215 square feet parcel. The multi-family residential development will be located fronting South Military Avenue have nine total entryways fronting South Military Avenue (8 for individual townhome units and one as a lobby entrance to the building at large.)
- C. Land Use Regulation.
The principal and accessory land uses which may be established and/or

maintained on the subject property are as follows:

1. Principal use of 48 residential dwelling units within a single structure. 8 units will have individual unit ingress/egress directly to South Military Avenue. 40 units to have shared access from commonway.
2. Accessory uses customarily associated with multi-family dwelling and supportive housing including lobby, mail room, janitorial services, office space associated with the principal use, bicycle storage, secure parcel holding room, community room, fitness room, office space for community services, and other uses deemed appropriate by the Zoning Administrator.
3. Land use will generally conform with the design of the conceptual site plan (Exhibit B), as determined by the Department of Economic and Community Development.
4. Prohibited Uses. The PUD prohibits certain uses from being established on the site or as accessory to the multi-family dwelling principal use including rooming/boarding houses, shelter facilities, transitional housing, dormitories, assisted living/nursing homes, commercial uses typically associated with dwelling (family daycares and live-work units). All other proposed uses are subject to a PUD amendment.

D. Dimensional and Area Requirements: Dimensional and area requirements or principal structure and surface parking on the subject property shall be regulated as follows:

1. General Site.
 - a. Lot Size. Minimum lot area is 48,215 Square Feet / 1.11 acres
 - b. Maximum Floor Area Ratio (FAR): 1.0
 - c. Maximum Impervious Surface: 86%
2. Building.
 - a. Front Yard Setbacks
 1. South Military Avenue: Minimum: 10 feet
Maximum: 15 feet
 2. Leo Street: Minimum: 7 feet
Maximum: 15 feet
 - b. Side Yard Setback (south lot line): 6 feet
 - c. Rear Yard Setback (west lot line): 0 feet
 - d. Maximum Height: Principal building shall not exceed 50 feet in height.
3. Surface Parking.
 - a. Front Yard Setbacks
 1. Leo Street: 7 feet
 2. South Military Avenue: Not Applicable. No parking shall be located along street.
 - b. Side Yard Setback

1. (South lot line): 7 feet
- c. Rear Yard Setbacks
 1. (West lot line) 0 feet

E. Access Circulation and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within Chapter 44, Article XVIII of the Green Bay Municipal Code, and as modified as follows:

1. Pedestrian access shall be provided from South Military Avenue with public sidewalks adjoining the development and connected via an internal pedestrian network to at least one of the public entrances of the principal structure.
2. Access to the site maintained through a shared access easement between Lot 1 (property to west) and Lot 2 (multi-family parcel) (Refer to Exhibit A). Shared access easement must be recorded with the Brown County Register of Deeds prior to the issuance of building permits.

F. Architectural Design. All building elevations shall generally comply with Exhibit C and subject to the following requirements:

- a. Four-sided design. All sides of the building shall include materials and design characteristics similar to and compatible with those on the front.
- b. Exterior Materials. Building materials shall be durable and appropriate for the residential district as well as being regulated as follows:
- c. Exterior building façades shall be predominately (minimum of 90%):
 - II. Brick or brick veneer
 - III. Cementitious panels/siding
 - IV. Architectural/decorative metal panels
 - V. Wood or wood composite
 - VI. Windows and doors
- d. Windows and doors. Windows shall include trim and all building entrances shall include a canopy or other roofing element over the doorway.
- e. A minimum of one public entryway to the principal building must be accessible from South Military Avenue.
- f. Accessory structures. Accessory structures are limited to no greater than 16 feet in height and shall match the character of the principal structure, reflected in colors, materials, windows, and architectural features.

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

H. Signage. All signage shall be regulated as set forth in Chapter 30 Green Bay Municipal Code.

I. Site Plan Review & Standards

- a. Prior to the issuance of any building permits, site plans shall be submitted and reviewed per Chapter 44 Article XIX, Green Bay Zoning Code.
- b. Risers, paved stoops, paved entries leading to private and public doorways along South Military Avenue which are located in the front setback are allowed.
- c. Maximum impervious surface requirement is 86% Any paved sidewalk which leads from the public right of way to a public building entrance may be excluded from this calculation.
- d. Landscape islands in center of parking lot shall have additional landscaping beyond grass and trees, determined per review by Community and Economic Development.

J. Landscaping/Transitional Yard

- a. Prior to the issuance of any building permits, detailed landscape plans shall be submitted and reviewed per Chapter 44, Article XIX, Division 5, Green Bay Municipal Code.
- b. Landscape plans shall be in general compliance of the conceptual landscape plans (Exhibit B)

K. Prior to the issuance of any building permits, stormwater management plans, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City.

L. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property.

All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

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

repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2023.

APPROVED:

Mayor Eric Genrich

ATTEST:

Clerk

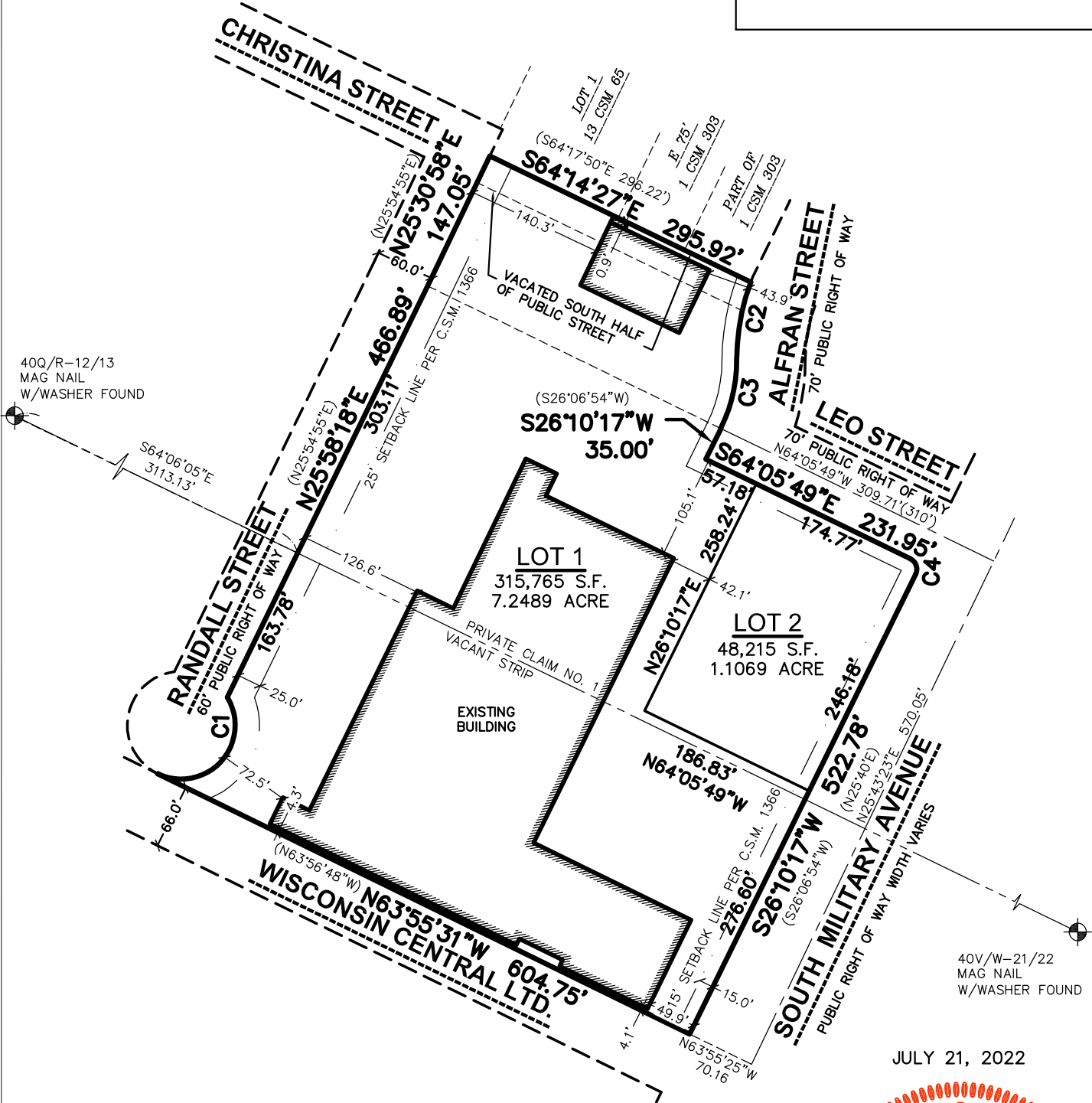
Attachments:

Exhibit A – Proposed Certified Survey Map
Exhibit B – Conceptual Site Plan-Civil Set-Landscape Plans
Exhibit C – Conceptual Building Elevations

Exhibit C

CERTIFIED SURVEY MAP
NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 1366 RECORDED IN VOLUME 5 ON
PAGE 177 AS DOCUMENT NO. 802454, BEING PART OF PRIVATE CLAIM NO. 1
AND THE VACANT STRIP OF LAND, WEST SIDE OF FOX RIVER, IN THE CITY
OF GREEN BAY, BROWN COUNTY, WISCONSIN



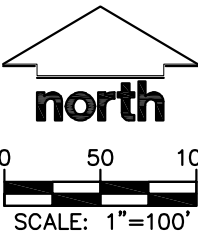
LEGEND

- GOVERNMENT CORNER
- 3/4" REBAR FOUND
- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- PLAT BOUNDARY
- CHORD LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- SECTION LINE
- EASEMENT LINE
- SETBACK LINE
- (XXX) RECORDED AS

NOTES

1. FIELD WORK PERFORMED ON JULY 12, 2022.
2. BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, BROWN COUNTY. THE WESTERLY LINE OF S. MILITARY AVE. HAVING A BEARING OF S26°10'17"W.
3. SEE SHEET 2 FOR CURVE TABLE.

JULY 21, 2022



THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI, S-3121

SURVEYED BY: WAUSAU REGIONAL OFFICE 7402 STONE RIDGE DRIVE, SUITE 4 WESTON, WISCONSIN 54476 P. 715.298.6330	SURVEYED FOR: HENRY REAL ESTATE DEVEL. 200 N. MAIN ST. OREGON, WI 53575	PROJECT NO:	22-11365	SURVEYED BY:	JSD
		FIELD BOOK/PG:	-	DRAWN BY:	DHS
		SHEET NO:	1 OF 3	CHECKED BY:	AWW
				APPROVED BY:	AWW

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 1366 RECORDED IN VOLUME 5 ON PAGE 177 AS DOCUMENT NO. 802454, BEING PART OF PRIVATE CLAIM NO. 1 AND THE VACANT STRIP OF LAND, WEST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

LEGAL DESCRIPTION

LOT 1 OF CERTIFIED SURVEY MAP NO. 1366 RECORDED IN VOLUME 5 ON PAGE 177 AS DOCUMENT NO. 802454, BEING PART OF PRIVATE CLAIM NO. 1 AND THE VACANT STRIP OF LAND, WEST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

LANDS CONTAINING 363,980 SQUARE FEET OR 8.3558 ACRES.

SURVEYOR’S CERTIFICATE

I, ANDREW W. WILKOWSKI, PROFESSIONAL LAND SURVEYOR S-3121, DO HEREBY CERTIFY THAT BY DIRECTION OF HENRY REAL ESTATE DEVELOPMENT, LLC, I HAVE SURVEYED, DIVIDED, AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

ANDREW W. WILKOWSKI, S-3121
PROFESSIONAL LAND SURVEYOR

JULY 21, 2022
DATE



CORPORATE OWNER’S CERTIFICATE

HENRY REAL ESTATE DEVELOPMENT, LLC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED HEREON. SAID CORPORATION FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF GREEN BAY FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID HENRY REAL ESTATE DEVELOPMENT, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVE THIS _____DAY OF _____, 2022.

BY: _____
EDWARD MARTIN, PRESIDENT/CEO

STATE OF WISCONSIN) SS
_____ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____DAY OF _____, 2022,
THE ABOVE NAMED REPRESENTATIVE OF THE ABOVE NAMED HENRY REAL ESTATE DEVELOPMENT, LLC TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____ COUNTY, WISCONSIN

MY COMMISSION EXPIRES

CURVE TABLE							
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	55.01'	146°54'07"	N42°28'06"E	105.47'	141.05'	S64°04'51"E	N30°58'58"W
C2	231.13'	20°07'46"	S10°13'17"W	80.78'	81.20'	S20°17'10"W	S00°09'24"W
C3	161.13'	25°44'24"	S13°00'26"W	71.78'	72.39'	S25°52'38"W	S00°08'14"W
C4	12.00'	90°16'06"	S18°57'46"E	17.01'	18.91'	S26°10'17"W	S64°05'49"E

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI, S-3121

SURVEYED BY:  WAUSAU REGIONAL OFFICE 7402 STONE RIDGE DRIVE, SUITE 4 WESTON, WISCONSIN 54476 P. 715.298.6330	SURVEYED FOR: HENRY REAL ESTATE DEVEL. 200 N MAIN ST OREGON, WI 53575	PROJECT NO: 22-11365	SURVEYED BY: JSD
		FIELDBOOK/PG: -	DRAWN BY: DHS
		SHEET NO: 2 OF 3	CHECKED BY: AWW
			APPROVED BY: AWW

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 1366 RECORDED IN VOLUME 5 ON PAGE 177 AS DOCUMENT NO. 802454, BEING PART OF PRIVATE CLAIM NO. 1 AND THE VACANT STRIP OF LAND, WEST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

WISCONSIN BANK & TRUST, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND RESTRICTING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF ANDREW W. WILKOWSKI, WISCONSIN PROFESSIONAL LAND SURVEYOR, S-3121, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF HENRY REAL ESTATE DEVELOPMENT, LLC, OWNER.

WITNESS THE HAND AND SEAL OF WISCONSIN BANK & TRUST, MORTGAGEE, THIS__DAY OF_____, 2022.

CRAIG D. ADERHOLD,
MARKET PRESIDENT-NORTHEAST WISCONSIN

STATE OF WISCONSIN) SS
_____ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS__DAY OF_____, 2022, THE ABOVE NAMED REPRESENTATIVE OF THE ABOVE NAMED WISCONSIN BANK & TRUST, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____ COUNTY, WISCONSIN MY COMMISSION EXPIRES _____

CITY OF GREEN BAY PLAN COMMISSION APPROVAL

APPROVED FOR RECORDING PER CITY OF GREEN BAY PLAN COMMISSION ACTION OF_____,2022.

DATE

CITY OF GREEN BAY

CITY OF GREEN BAY COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP, WHICH HAS BEEN DULY FILED FOR THE APPROVAL OF THE CITY OF GREEN BAY COMMON COUNCIL, BE AND THE SAME IS HEREBY APPROVED AND THE DEDICATIONS, IF ANY DESIGNATED HEREON, ARE HEREBY ACKNOWLEDGED AND ACCEPTED BY THE CITY OF GREEN BAY.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY OF GREEN BAY ON THIS__DAY OF_____, 2022.

CELESTINE JEFFREYS, CLERK
CITY OF GREEN BAY

JULY 21, 2022



THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI, S-3121

SURVEYED BY: JSD WAUSAU REGIONAL OFFICE 7402 STONE RIDGE DRIVE, SUITE 4 WESTON, WISCONSIN 54476 P. 715.298.6330	SURVEYED FOR: HENRY REAL ESTATE DEVELOPMENT 200 N MAIN ST OREGON, WI 53575	PROJECT NO:	22-11365	SURVEYED BY:	JSD
		FB/PG:	-	DRAWN BY:	DHS
		SHEET NO:	3 OF 3	CHECKED BY:	AWW
				APPROVED BY:	AWW

File: N:\PROJECTS\2022\2211365\DWG\Survey Sheets\2211365 CSM.dwg Layout: CSM 3 of 3 User: dspanjar Plotted: Nov 21, 2022 - 8:28am

Exhibit B

ALTA/NSPS LAND TITLE SURVEY

BEING PART OF PRIVATE CLAIM 1 WEST AND LANDS WEST OF THE FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

NOTES

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON JULY 1, 2022.
2. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, BROWN COUNTY. THE WESTERLY LINE OF S. MILITARY AVE. HAVING A BEARING OF S26°10'17"W.
3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). BENCHMARK IS A NGS MONUMENT P.I.D. NO. PNO092, ELEVATION=583.69
4. CONTOUR INTERVAL IS ONE FOOT.
5. SPOT ELEVATIONS IN CURBED AREAS REFERENCE THE PAVEMENT EDGE ELEVATIONS.
6. SUBSURFACE UTILITIES AND FEATURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFICIAL FEATURES AND APPURTENANCES, LOCATING DIGGERS HOTLINE FIELD MARKINGS AND BY REFERENCE TO UTILITY RECORDS AND MAPS. DIGGER'S HOTLINE TICKET NO. 20222608196 & 20222608226, WITH A CLEAR DATE OF JUNE 24, 2022.
7. UTILITY COMPANIES CONTACTED THRU DIGGER'S HOTLINE:
 - BROWN COUNTY TECHNOLOGY SERVICES A1&T DISTRIBUTION
 - CITY OF GREEN BAY (DPW) TDS METROCOM
 - CITY OF GREEN BAY TIME WARNER CABLE
 - NET LEO WISCONSIN PUBLIC SERVICE CORP
8. BEFORE EXCAVATION, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED. FOR EXACT LOCATION OF UNDERGROUND UTILITIES, CONTACT DIGGER'S HOTLINE, AT 1.800.242.8511.
9. THE ACCURACY OF THE BENCHMARKS SHOWN ON THIS MAP SHALL BE VERIFIED BEFORE BEING UTILIZED. JSD PROFESSIONAL SERVICES, INC. DOES NOT WARRANT THE ACCURACY OF THESE BENCHMARKS.
10. THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.

NOTES CORRESPONDING TO TABLE A REQUIREMENTS:

- ITEM 3 THE SUBJECT PROPERTY LIES IN ZONE X PER FEA MAP NUMBERS 550090164F & 55009C0168F, WHICH HAS EFFECTIVE DATES OF AUGUST 18, 2009.
- ITEM 6(a)(b) CURRENT ZONING CLASSIFICATION WAS REQUESTED BUT NOT PROVIDED BY THE INSURER AT THE TIME OF THE SURVEY.
- ITEM 9 THERE ARE 420 REGULAR PARKING SPACES AND 13 HANDICAP SPACES FOR A TOTAL OF 433 PARKING SPACES.
- ITEM 11 NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11, INFORMATION FROM THE SOURCES CHECKED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, B11 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
- ITEM 16 THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.
- ITEM 17 THERE ARE NO PROPOSED CHANGES IN THE STREET RIGHT-OF-WAY LINES. THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT THE TIME OF THE SURVEY.
- ITEM 18 THERE ARE NO OFFSITE EASEMENTS FOR THE SUBJECT PROPERTY.

NOTES CORRESPONDING TO SCHEDULE B-SECTION TWO EXCEPTIONS

KNIGHT BARRY TITLE GROUP, FILE NO.: 2128568, COMMITMENT DATE: FEBRUARY 16, 2022 AT 8:00 A.M., REVISED FEBRUARY 24, 2022.

14 EASEMENTS, RESTRICTIONS AND OTHER MATTERS SHOWN ON CERTIFIED SURVEY MAP NO. NO. 1366 RECORDED DECEMBER 18, 1974 AS DOCUMENT NO. 80245A.

AFFECTS PROPERTY AS PLOTTED HEREON

15 ORDER AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED FEBRUARY 2, 1983 AS DOCUMENT NO. 992278. AFFECTS PROPERTY BY DESCRIPTION - RELEASE OF RIGHTS VAGUE IN NATURE, NOTHING PLOTTED

LEGAL DESCRIPTION (AS FURNISHED)

KNIGHT BARRY TITLE GROUP, FILE NO.: 2128568, COMMITMENT DATE: FEBRUARY 16, 2022 AT 8:00 A.M., REVISED FEBRUARY 24, 2022.

LOT 1 OF VOLUME 5 CERTIFIED SURVEY MAPS, PAGE 177, MAP NUMBER 1366, DOCUMENT NO. 80245A, BEING PART OF PRIVATE CLAIM 1 WEST AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 7(c)(b)(1)(c), 8, 9, 11, 16, 17, 18 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 1, 2022.

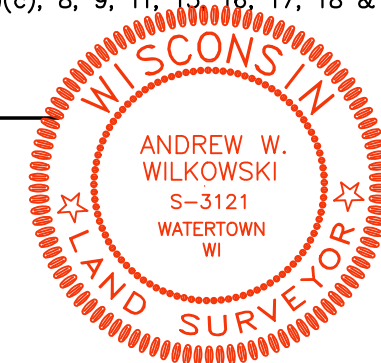
FOR INFORMATIONAL PURPOSES ONLY:
PROPERTY ADDRESS: 216 SOUTH MILITARY AVENUE, GREEN BAY, WI
TAX KEY NUMBER: 6-266-E

SURVEYOR'S CERTIFICATE

TO:

- GORMAN & COMPANY,
- KNIGHT BARRY TITLE, INC.,
- MARTIN NEUFELD, LLC, A WISCONSIN LIMITED LIABILITY COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 7(c)(b)(1)(c), 8, 9, 11, 16, 17, 18 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 1, 2022.

ANDREW W. WILKOWSKI, S-3121
PROFESSIONAL LAND SURVEYOR
Email: andy.wilkowski@jdsinc.com
Website: www.jdsinc.comJULY 12, 2022
DATE

LEGEND

- CHISELED "X" SET
- MAG NAIL SET
- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- CHISELED "X" FOUND
- 1" IRON PIPE FOUND
- PK/AVG NAIL FOUND
- 2" REBAR FOUND
- CONTROL POINT
- FINISHED FLOOR SHOT LOCATION
- BOLLARD
- MAIL BOX
- POST
- SIGN
- SANITARY MANHOLE
- HYDRANT
- WATER VALVE
- CURB STOP/SERVICE VALVE
- SIAMSE CONNECTOR
- STORM MANHOLE
- ROUND CASTED INLET
- SQUARE CASTED INLET
- CURB INLET
- DOWNSPOUT
- GAS REGULATOR/METER
- GAS VALVE
- MANHOLE - UNVERIFIED TYPE
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- LIGHT POLE
- POWER POLE
- POWER POLE W/GUY
- TRAFFIC SIGNAL
- VAULT
- CABLE PEDESTAL
- DECIDUOUS TREE
- HANDICAP PARKING
- CENTERLINE
- RIGHT-OF-WAY LINE
- SETBACK LINE
- SECTION LINE
- PARCEL BOUNDARY
- EASEMENT LINE
- LANDSCAPE LIMITS
- FENCE LINE
- EDGE OF PAVEMENT
- CONCRETE CURB & GUTTER
- SANITARY SEWER
- WATER LINE
- STORM SEWER
- NATURAL GAS
- OVERHEAD LINE
- UNDERGROUND ELECTRIC
- FIBER OPTIC
- UNDERGROUND TELEPHONE
- BUILDING
- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- SPOT ELEVATION
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- EDGE OF BITUMINOUS
- PAVEMENT STRIPING
- DENOTES RECORD DATA DEPICTING THE SAME LINE ON THE GROUND AS RETRADED BY THIS SURVEY

BENCHMARKS			
BENCH MARK	ELEVATION	DESCRIPTION	
BM-1	617.57	CROSS ON NORTHERLY FLANGE NUT, HYDRANT	
BM-2	611.77	CROSS ON SOUTHERLY FLANGE NUT, HYDRANT	

JSD DOES NOT GUARANTEE THE BENCHMARK ELEVATIONS LISTED ON THIS MAP. ARE ACCURATE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION ACTIVITIES.

CURVE TABLE							
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	55.00'	146°55'34"	N42°28'15"E	105.45'	141.04'	S64°03'58"E	N30°59'32"W
C2	231.13'	20°07'46"	S10°13'17"W	80.78'	81.20'	S20°17'10"W	S00°09'24"W
C3	161.13'	25°44'24"	S13°00'26"W	71.78'	72.39'	S25°52'38"W	S00°08'14"W
C4	12.00'	90°16'06"	S18°37'46"E	17.01'	18.91'	S26°10'17"W	S64°05'49"E

STORM SEWER MANHOLES					
STRUCT. ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
STM-1	608.66	NE	601.82	56"	R.C.P.
		SW	602.02	56"	R.C.P.
		SE	602.01	24"	R.C.P.
		SW	602.11	20"x36"	R.C.P.A.
STM-2	608.48	NE	599.86	8"	P.V.C.
		SW	604.28	24"	R.C.P.
		NE	604.66	12"	R.C.P.

SANITARY SEWER MANHOLES					
STRUCT. ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
SAN-1	612.83	NE	599.33	15"	P.V.C.
		SW	599.33	15"	P.V.C.
		NE	598.01	18"	P.V.C.
		SW	598.35	18"	P.V.C.
		NW	598.93	8"	P.V.C.
		SE	598.73	8"	P.V.C.
SAN-3	608.52	NE	599.84	8"	P.V.C.
		SE	599.86	8"	P.V.C.
SAN-4	608.18	NW	600.21	8"	P.V.C.
		SW	600.21	8"	P.V.C.

STORM SEWER INLETS					
INLET ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
INL-1	608.38	NE	605.63	12"	C.M.P.
		SW	605.83	6"	P.V.C.
INL-2	607.71	NE	605.01	12"	R.C.P.
INL-3	609.29	NE	601.69	54"	R.C.P.
		SW	601.79	54"	R.C.P.
INL-4	610.04	NE	606.52	8"	P.V.C.
		SW	606.39	8"	P.V.C.
		NW	606.29	3"	P.V.C.
		SE	602.94	6"	P.V.C.
INL-5	609.31	NW	606.37	6"	P.V.C.
INL-6	608.94	NW	606.14	10"	P.V.C.
INL-7	609.26	SE	605.18	18"	R.C.P.
		SW	605.19	24"	R.C.P.
		NE	605.17	12"	R.C.P.
INL-8	608.19	NE	604.29	9"	R.C.P.
INL-9	613.03	SE	607.63	12"	R.C.P.
INL-10	609.73	NW	606.94	10"	P.V.C.
INL-11	607.60	NW	604.80	10"	P.V.C.
INL-12	608.59	NE	606.64	10"	P.V.C.
INL-13	608.46	SW	605.61	10"	METAL
INL-14	608.63	N	605.53	8"	P.V.C.
		NW	605.78	8"	P.V.C.
		SE	605.33	18"	P.V.C.
		SW	605.33	15"	P.V.C.
		SE	604.12	12"	R.C.P.
		SW	604.04	10"	R.C.P.
		NE	603.77	10"	R.C.P.
INL-B	609.74	NE	607.95	10"	R.C.P.
		SW	607.90	10"	R.C.P.



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WESTON, WI 54475
P. 715.298.6330

CLIENT:

GORMAN &
COMPANY

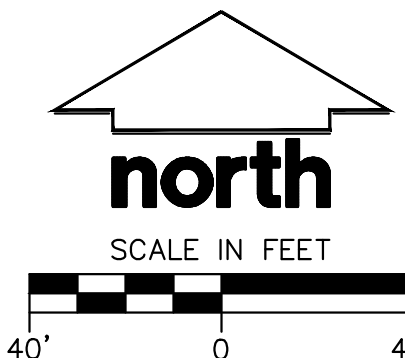
CLIENT ADDRESS:

200 NORTH MAIN STREET
OREGON, WI 53575

PROJECT:

SO. MILITARY AVENUE

PROJECT LOCATION:

216 SOUTH MILITARY AVENUE
GREEN BAY, WI
BROWN COUNTY

MODIFICATIONS

#	Date:	Description:
1		
2		
3		
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Designed By: DWS 7/12/22
Reviewed By: AWW 7/12/22
Approved By: AWW 7/12/22

SHEET TITLE:

ALTA/NSPS
LAND TITLE
SURVEY

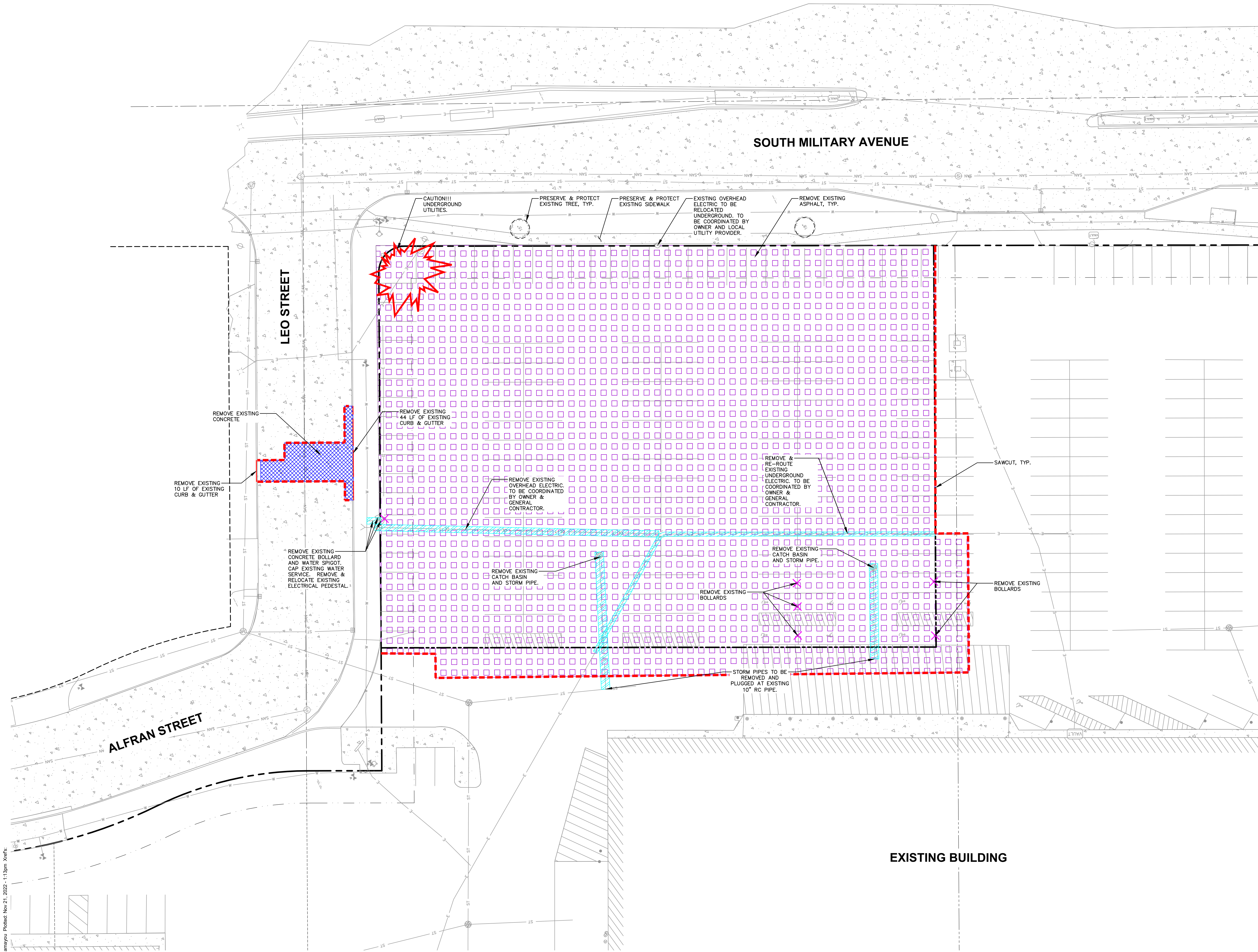
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PROJECT NO:

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DEMOLITION NOTES

1. THIS PLAN INDICATES ITEMS ON THE PROPERTY INTENDED FOR DEMOLITION BASED ON THE CURRENT SITE DESIGN THAT HAVE BEEN IDENTIFIED BY A REASONABLE OBSERVATION OF THE EXISTING CONDITIONS. THROUGH FIELD SURVEY, RECONNAISSANCE, "DIGGERS' HOTLINE" LOCATION, AND GENERAL "STANDARD OF CARE", THERE MAY BE ADDITIONAL ITEMS THAT CAN NOT BE IDENTIFIED BY A REASONABLE ABOVE GROUND OBSERVATION, OF WHICH THE ENGINEER WOULD HAVE NO KNOWLEDGE. OR MAY BE A PART OF ANOTHER DESIGN DISCIPLINE. IT IS THE CONTRACTOR'S/BIDDER'S RESPONSIBILITY TO REVIEW THE PLANS, INSPECT THE SITE AND PROVIDE THEIR OWN DUE DILIGENCE TO INCLUDE IN THEIR BID WHAT ADDITIONAL ITEMS, IN THEIR OPINION, MAY BE NECESSARY FOR DEMOLITION. ANY ADDITIONAL ITEMS IDENTIFIED BY THE CONTRACTOR/BIDDER SHALL BE IDENTIFIED IN THE BID AND REPORTED TO THE ENGINEER OF RECORD. JSD TAKES NO RESPONSIBILITY FOR ITEMS ON THE PROPERTY THAT COULD NOT BE LOCATED BY A REASONABLE OBSERVATION OF THE PROPERTY OR OF WHICH THEY WOULD HAVE NO KNOWLEDGE.
2. CONTRACTOR SHALL KEEP ALL STREETS AND PRIVATE DRIVES FREE AND CLEAR OF ALL CONSTRUCTION RELATED DIRT, DUST AND DEBRIS.
3. ALL TREES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED UNLESS SPECIFICALLY CALLED OUT FOR PROTECTION. ALL TREES TO BE REMOVED SHALL BE REMOVED IN THEIR ENTIRETY AND STUMPS SHALL BE GRUNDED TO PROPOSED SUBGRADE.
4. ALL LIGHT POLES TO BE REMOVED SHALL BE REMOVED IN THEIR ENTIRETY, INCLUDING BASE AND ALL APPURTENANCES. SALVAGE FOR RELOCATION, COORDINATE RELOCATION AND/OR ABANDONMENT OF ALL ELECTRIC LINES WITH ELECTRICAL ENGINEER AND OWNER PRIOR TO DEMOLITION.
5. ABANDONED/REMOVED ITEMS SHALL BE DISPOSED OF OFF SITE UNLESS OTHERWISE NOTED.
6. CONTRACTOR TO REPLACE ALL SIDEWALK AND CURB AND GUTTER ABUTTING THE PROPERTIES WHICH IS DAMAGED BY THE CONSTRUCTION OR ANY SIDEWALK AND CURB AND GUTTER THAT THE CITY ENGINEER DETERMINES NEEDS TO BE REPLACED BECAUSE IT IS NOT AT A DESIRABLE GRADE REGARDLESS OF WHETHER THE CONDITION EXISTED PRIOR TO BEGINNING CONSTRUCTION.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR:
 - 7.1. EXAMINE ALL SITE CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED IMMEDIATELY TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
 - 7.2. VERIFYING UTILITY ELEVATIONS AND NOTIFYING ENGINEER OF ANY DISCREPANCIES. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCIES ARE RESOLVED.
 - 7.3. NOTIFYING ALL UTILITIES PRIOR TO THE REMOVAL OF ANY UNDERGROUND UTILITIES.
 - 7.4. NOTIFYING THE DESIGN ENGINEER AND LOCAL CONTROLLING MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION INSPECTION.
8. ANY SANITARY SEWER, SANITARY SEWER SERVICES, WATER MAIN, WATER SERVICES, STORM SEWER, OR OTHER UTILITIES, WHICH ARE DAMAGED BY THE CONTRACTORS, SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
9. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF THESE IMPROVEMENTS.
10. CONTRACTOR TO COORDINATE PRIVATE UTILITY REMOVAL / ABANDONMENT AND NECESSARY RELOCATION WITH RESPECTIVE UTILITY COMPANY. COORDINATION REQUIRED PRIOR TO CONSTRUCTION.
11. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE APPROVED MUNICIPALITY RECYCLING PLAN.
12. ANY CONTAMINATED SOILS SHALL BE REMOVED IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS TO AN APPROVED LANDFILL.
13. ALL EXISTING UTILITIES TO BE FIELD LOCATED AND FLAGGED BY CONTRACTOR.
14. SEWER ABANDONMENT SHALL BE IN ACCORDANCE WITH SECTION 3.2.24, OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN WISCONSIN, LATEST ADDITION, AND CITY OF GREEN BAY SPECIFICATIONS.
15. WATER ABANDONMENT SHALL BE IN ACCORDANCE WITH SECTION 4.14.0 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN WISCONSIN, LATEST ADDITION, AND CITY OF GREEN BAY SPECIFICATIONS.
16. ALL PERIMETER EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE START OF DEMOLITION ACTIVITIES. CONTRACTOR SHALL KEEP ALL STREETS AND PAVEMENT FREE AND CLEAR OF ALL CONSTRUCTION RELATED DIRT, DUST AND DEBRIS.
17. CONTRACTOR TO REMOVE EXISTING UTILITY PIPE OR PROVIDE PIPE BACK-FILLING AFTER REMOVAL OF EXISTING UTILITIES WITHIN BUILDING FOOTPRINT USING "LOW DENSITY CONCRETE/FLOWABLE FILL".
18. RESTORATION OF THE EXISTING ROADWAY RIGHT-OF-WAYS ARE CONSIDERED INCIDENTAL AND SHOULD BE PART OF THE COST OF THE UNDERGROUND IMPROVEMENTS, DEMOLITION AND REMOVAL. THIS INCLUDES CURB & GUTTER, SIDEWALK, TOPSOIL, SEEDING AND MULCHING.

LEGEND

	PROPERTY LINE
	RIGHT-OF-WAY
	EASEMENT LINE
	DEMOLITION - REMOVAL OF ONSITE CURB SURFACES AND BASE COURSE
	DEMOLITION - REMOVAL OF ASPHALT SURFACES
	DEMOLITION - REMOVAL OF CONCRETE SURFACES
	DEMOLITION - REMOVAL OF UTILITIES
	REMOVAL
	SAWCUT EXISTING PAVEMENT
	PROTECT EXISTING TREE

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PROJECT:
BAY CITY LOFTS
216 S. MILITARY AVE.
GREEN BAY, WI

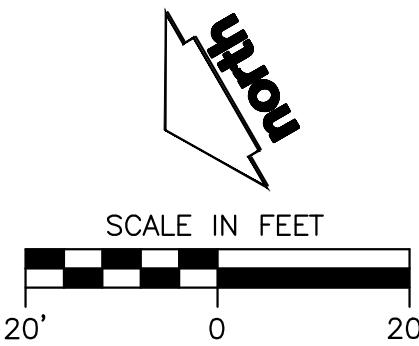
OWNER:
GORMAN & COMPANY
200 N Main Street
Oregon, WI 53575

ARCHITECT:
KORB + ASSOCIATES
ARCHITECTS
648 N. PLANKINTON AVE
SUITE 240
MILWAUKEE, WI 53203

CIVIL ENGINEER:
JSD PROFESSIONAL
SERVICES, INC.
7402 STONE RIDGE DRIVE
WESTON, WI 54476

STRUCTURAL ENGINEER:
SPIRE ENGINEERING, INC.
305 N Plankinton Avenue
Suite 101
Milwaukee, WI 53203

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DIGGERS' HOTLINE
Toll Free (800) 242-8511

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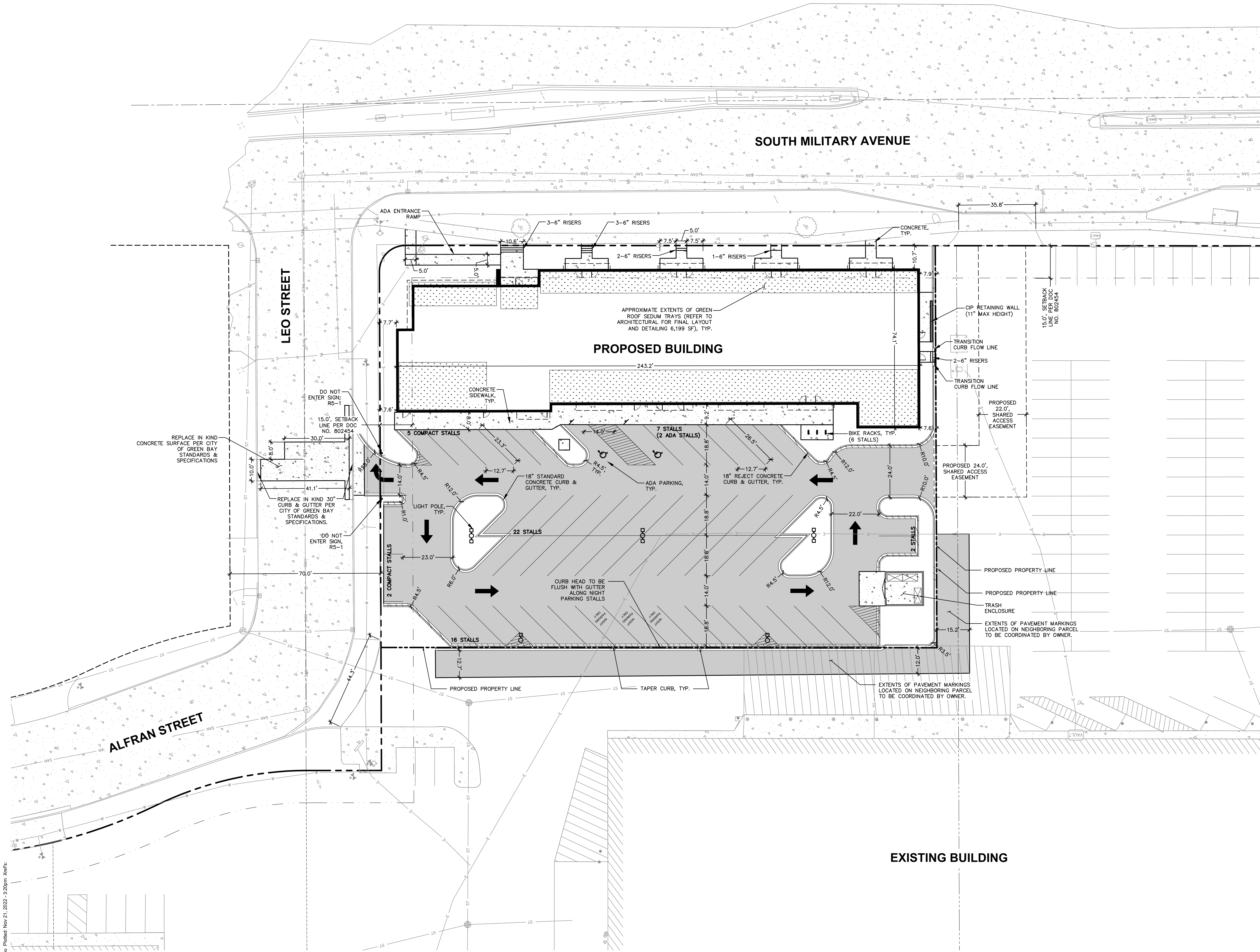
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SCALE	AS INDICATED
PHASE	95% CONSTR. DOC.
DATE	10.14.2022

DEMOLITION PLAN

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GENERAL NOTES

1. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGENDS.
2. ALL WORK IN THE ROW AND/OR PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN AND MUNICIPAL REQUIREMENTS.
3. EXISTING GRADE SPOT ELEVATIONS SHOWN FOR INFORMATIONAL PURPOSES. DURING CONSTRUCTION MATCH EXISTING GRADES AT CONSTRUCTION LIMITS.
4. NO SITE GRADING OUTSIDE OR DOWNSLOPE OF PROPOSED SILT FENCE LOCATION. NO LAND DISTURBANCE BEYOND PROPERTY LINES.
5. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.

PAVING NOTES

1. GENERAL
 - 1.1. ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION, LATEST EDITION, APPLICABLE VILLAGE OF ATHENS ORDINANCES AND THE GEOTECHNICAL REPORT TO BE PREPARED BY INTERTEK PSI DATED JULY 29, 2022.
 - 1.2. ALL PAVING DIMENSIONS ARE TO FACE OF CURB UNLESS SPECIFIED OTHERWISE.
 - 1.3. SURFACE PREPARATION - NOTIFY ENGINEER/OWNER OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
 - 1.4. ANY REQUIRED REPLACEMENT OF PUBLIC CURB AND GUTTER SHALL MATCH EXISTING AND MEET MUNICIPALITY REQUIREMENTS.
2. ASPHALTIC CONCRETE PAVING SPECIFICATIONS
 - 2.1. CODES AND STANDARDS - THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACE COURSE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.
 - 2.2. WEATHER LIMITATIONS - APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° F (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (-1° C).
 - 2.3. GRADE CONTROL - ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.
 - 2.4. CRUSHED AGGREGATE BASE COURSE - SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.
 - 2.5. BINDER COURSE AGGREGATE - SHALL CONFORM TO SECTIONS 460 AND 315, STATE HIGHWAY SPECIFICATIONS.
 - 2.6. SURFACE COURSE AGGREGATE - SHALL CONFORM TO SECTIONS 460 AND 465, STATE HIGHWAY SPECIFICATIONS.
 - 2.7. ASPHALTIC MATERIALS - SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.
3. CONCRETE PAVING SPECIFICATIONS
 - 3.1. CONCRETE PAVING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 415 AND 416 OF THE STATE HIGHWAY SPECIFICATIONS.
 - 3.2. CONCRETE PAVEMENT SHALL BE REINFORCED WITH NOVOMESH 950 (OR EQUAL) FIBER REINFORCEMENT AT A RATE OF 5 LBS/CUBIC YARD.
 - 3.3. CURING COMPOUNDS SHALL CONFORM TO SECTION 415 OF THE STATE HIGHWAY SPECIFICATIONS.
 - 3.4. CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND CONSTRUCTION JOINTS OF ONE-QUARTER CONCRETE THICKNESS AT AN EQUAL RATIO OF LENGTH TO WIDTH WHEREVER POSSIBLE WITH A MAXIMUM LENGTH BETWEEN JOINTS OF 8' ON CENTER.
 - 3.5. CONTRACTOR SHALL PROVIDE EXPANSION JOINTS IN SIDEWALKS AT A MAXIMUM 25' ON CENTER.
 - 3.6. EXTERIOR CONCRETE SURFACES SHALL BE BROOM FINISHED.
 - 3.7. ALL CONCRETE SURFACES TO BE SEALED WITH TYPE TK-280V CONCRETE SEALANT.
4. PAVEMENT MARKING SPECIFICATIONS
 - 4.1. ALL PAVEMENT MARKINGS INCLUDING: STOP BARS, CROSSWALKS, DIRECTIONAL ARROWS, PARKING STALL LINES, ADA STALL MARKINGS, NO PARKING ZONES, DROP-OFF/PICK-UP ZONES SHALL BE PAINTED WITH EPOXY PAINT PER SPECIFICATIONS.
 - 4.2. MARK AND STRIPE ADA PARKING SPACES APPROPRIATELY.
 - 4.3. USE 4" WIDE, HIGH VISIBILITY YELLOW EPOXY PAINT FOR STALL LINES.
 - 4.4. 2' x 4' TRUNCATED DOME WARNING DETECTION FIELD SHALL BE PLACED AT ALL ADA RAMPS.

LEGEND

---	PROPERTY LINE
- - - - -	RIGHT-OF-WAY
- . - . -	EASEMENT LINE
=====	BUILDING OUTLINE
=====	BUILDING OVERHANG
-----	BUILDING SETBACK LINE
=====	EDGE OF PAVEMENT
=====	STANDARD CURB AND GUTTER
=====	REJECT CURB AND GUTTER
=====	ASPHALT PAVEMENT
=====	CONCRETE PAVEMENT
○	LIGHT POLE (REFER TO PHOTOMETRIC PLAN*)
▲	ADA PARKING SIGN
—	BIKE RACK

*LIGHTING PROVIDED BY CRESENT ELECTRIC SUPPLY COMPANY.
FOR MORE INFORMATION ON PRODUCT QUOTE, PLEASE CONTACT
LENNY MEYER AT (920) 734-4517 OR Len.Meyer@cesco.com

SITE INFORMATION BLOCK	
SITE ADDRESS	SOUTH MILITARY AVENUE
PROPERTY ACREAGE	1.10 ACRES
ZONING DISTRICT	PLANNED UNIT DEVELOPMENT
NUMBER OF BUILDING STORIES	4
BUILDING SQUARE FOOTAGE	15,282
NUMBER OF PARKING STALLS REQ'D: 95 STANDARD/2 ACCESSIBLE	
SURFACE	
LARGE	52
ACCESSIBLE	2
TOTAL SURFACE	54
EXISTING VS. PROPOSED SITE COVERAGE	
EXISTING IMPERVIOUS SURFACE AREA	48,215 SF
EXISTING PERVIOUS SURFACE AREA	48,215 SF
EXISTING IMPERVIOUS SURFACE AREA RATIO	1.00
PROPOSED IMPERVIOUS SURFACE AREA	35,198 SF
PROPOSED PERVIOUS SURFACE AREA	13,017 SF
PROPOSED IMPERVIOUS SURFACE AREA RATIO	0.73

KA
KORB + ASSOCIATES ARCHITECTS

JSD

PROJECT:
BAY CITY LOFTS
216 S. MILITARY AVE.
GREEN BAY, WI

OWNER:
GORMAN & COMPANY
200 N Main Street
Oregon, WI 53575

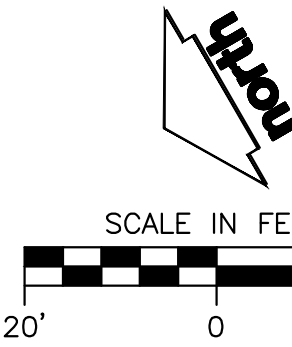
ARCHITECT:
KORB + ASSOCIATES
ARCHITECTS
648 N. PLANKINTON AVE
SUITE 240
MILWAUKEE, WI 53203

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WESTON, WI 54476

STRUCTURAL ENGINEER:
SPIRE ENGINEERING, INC.
305 N Plankinton Avenue
Suite 101
Milwaukee, WI 53203

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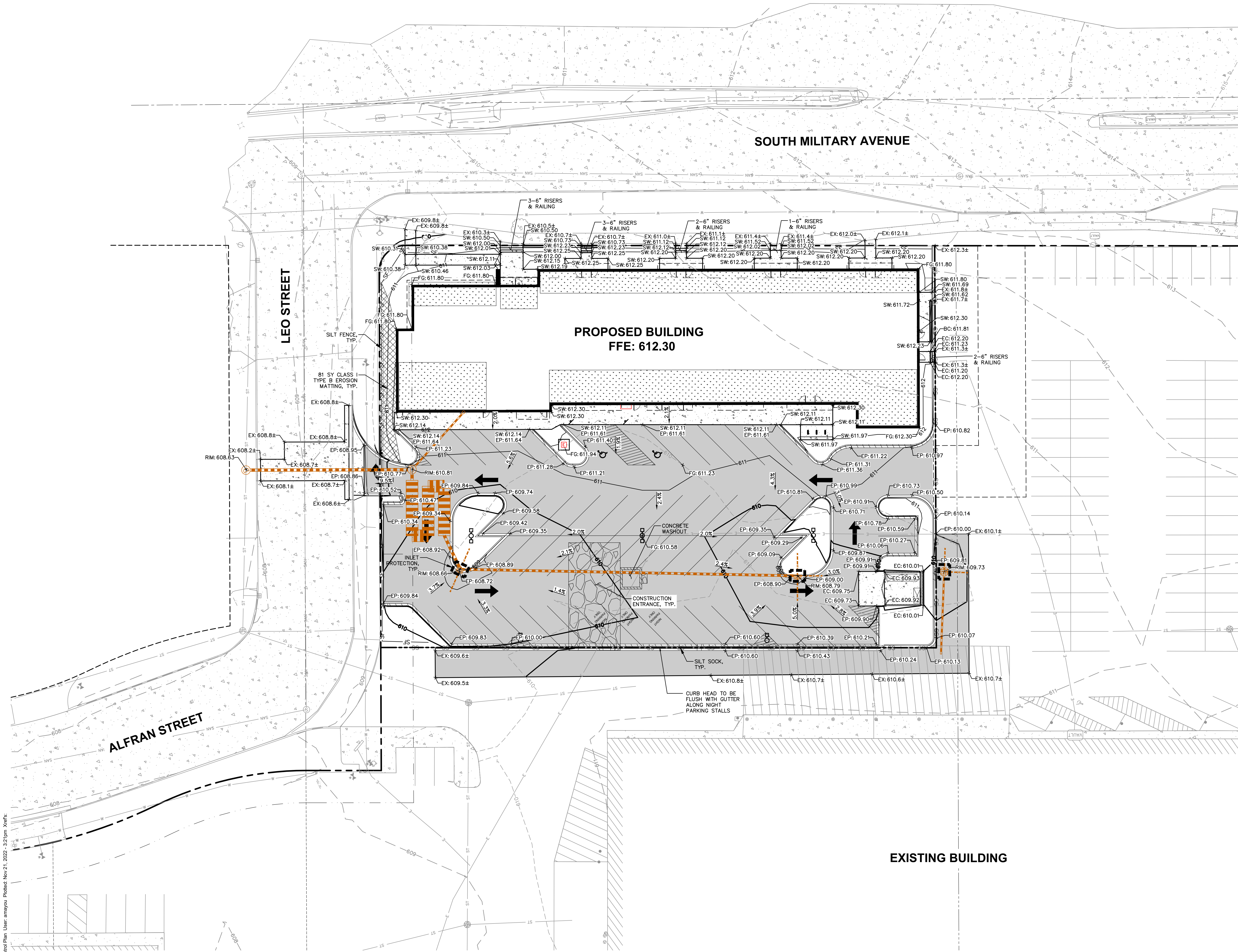


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SCALE	AS INDICATED
PHASE	95% CONSTR. DOC.
DATE	10.14.2022

SITE PLAN
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EROSION CONTROL NOTES

- CONTRACTOR IS RESPONSIBLE TO NOTIFY ENGINEER OF RECORD AND OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL AND STORMWATER MANAGEMENT PLANS. ENGINEER OF RECORD AND APPROPRIATE CITY OF GREEN BAY OFFICIALS MUST APPROVE ANY CHANGES PRIOR TO DEVIATION FROM THE APPROVED PLANS.
- ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND CITY OF GREEN BAY ORDINANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY OF THESE STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL EROSION CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS.
- INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER, AS SHOWN ON PLAN. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS IS ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL DESIGN MODIFICATIONS MUST BE APPROVED BY THE CITY OF GREEN BAY PRIOR TO DEVIATION OF THE APPROVED PLAN.
- ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE INSPECTORS, LOCAL INSPECTORS, COUNTY INSPECTORS AND/OR ENGINEER OF RECORD SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
- INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY.
- ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE INSPECTED WITHIN 24 HOURS OF ALL RAIN EVENTS EXCEEDING 0.5 INCHES. ANY DAMAGED EROSION CONTROL MEASURES SHALL BE REPAIRED OR REPLACED IMMEDIATELY UPON INSPECTION.
- CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. ADDITIONAL LOCATIONS OTHER THAN AS SHOWN ON THE PLANS MUST BE PRIOR APPROVED BY THE MUNICIPALITY. CONSTRUCTION ENTRANCES SHALL BE 50' LONG AND NO LESS THAN 12" THICK BY USE OF 3" CLEAR STONE. CONSTRUCTION ENTRANCES SHALL BE MAINTAINED BY THE CONTRACTOR IN A CONDITION WHICH WILL PREVENT THE TRACKING OF MUD OR DRY SEDIMENT ONTO ADJACENT PUBLIC STREETS AFTER EACH WORKING DAY OR MORE FREQUENTLY AS REQUIRED.
- PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEP AND/OR SCRAPPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE CITY OF GREEN BAY.
- INLET PROTECTION SHALL BE IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER AND SILT FENCE SHALL BE IMMEDIATELY FITTED AT ALL INSTALLED CULVERT INLETS TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS.
- INSTALL EROSION CONTROLS ON THE DOWNSTREAM SIDE OF STOCKPILES. IF STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES IS REQUIRED. IF DISTURBANCE OCCURS BETWEEN NOVEMBER 15TH AND MAY 15TH, THE MULCHING SHALL BE PERFORMED BY HYDRO-MULCHING WITH A "TACKIFIER."
- DITCH CHECKS AND APPLICABLE EROSION NETTING/MATTING SHALL BE INSTALLED IMMEDIATELY AFTER COMPLETION OF GRADING EFFORTS WITHIN DITCHES/SWALES TO PREVENT SOIL TRANSPORTATION.
- EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.):
 - PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
 - BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
 - DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH THE Dewatering TECHNICAL STANDARD NO. 1061 PRIOR TO RELEASE INTO THE STORM SEWER, RECEIVING STREAM, OR DRAINAGE DITCH.
- ALL SLOPES 4:1 OR GREATER SHALL BE STABILIZED WITH CLASS I, TYPE B EROSION MATTING OR APPLICATION OF A WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED WITHIN 7 DAYS OF REACHING FINAL GRADE AND/OR AS SOON AS CONDITIONS ALLOW. DRAINAGE SWALES SHALL BE STABILIZED WITH CLASS II, TYPE B EROSION MATTING. EROSION MATTING AND/OR NETTING USED ON-SITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WDNR TECHNICAL STANDARDS 1052 AND 1053.
- CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO CONTROL DUST ARISING FROM CONSTRUCTION OPERATIONS. REFER TO WDNR TECHNICAL STANDARD 1068.
- EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY AT THE SITE HAS BEEN COMPLETED AND THAT A UNIFORM PERENNIAL VEGETATIVE COVER HAS BEEN ESTABLISHED WITH A DENSITY OF AT LEAST 70% FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES OR THAT EMPLOY EQUIVALENT PERMANENT STABILIZATION MEASURES.
- CONTRACTOR/OWNER SHALL FILE A NOTICE OF TERMINATION UPON COMPLETION OF THE PROJECT IN ACCORDANCE WITH WDNR REQUIREMENTS AND/OR PROPERTY SALE IN ACCORDANCE WITH WDNR REQUIREMENTS.

STABILIZATION PRACTICES

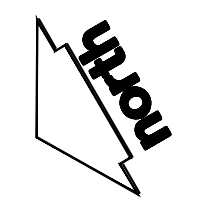
- STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, NO MORE THAN SEVEN (7) DAYS SHALL PASS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS CEASED UNLESS:
 - THE INITIATION STABILIZATION MEASURES BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS CEASED IS PRECLUDED BY SNOW COVER. IN THAT EVENT, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.
 - CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN FOURTEEN (14) DAYS FROM WHEN ACTIVITY CEASED, (I.E. THE TOTAL TIME PERIOD THAT THE CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN FOURTEEN (14) DAYS. IN THAT EVENT, STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED.
- STABILIZATION MEASURES SHALL BE DETERMINED BASED ON SITE CONDITIONS AT THE TIME OF CONSTRUCTION ACTIVITY HAS CEASED, INCLUDING BUT NOT LIMITED TO WEATHER CONDITIONS AND LENGTH OF TIME MEASURE MUST BE EFFECTIVE. THE FOLLOWING ARE ACCEPTABLE STABILIZATION MEASURES:
 - PERMANENT SEEDING: IN ACCORDANCE WITH APPROVED CONSTRUCTION SPECIFICATION
 - TEMPORARY SEEDING: MAY CONSIST OF SPRING OATS(100LBS/ACRE) AND/OR WHEAT OR CEREAL RYE (150LB/ACRE)
 - HYDRO-MULCHING WITH A TACKIFIER
 - GEOTEXTILE EROSION MATTING
 - SODDING

GRADING AND SEEDING NOTES

- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL VERIFY ALL GRADES, MAKE SURE ALL AREAS DRAIN PROPERLY AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR COMPUTATIONS OF ALL GRADING QUANTITIES. WHILE JSD PROFESSIONAL SERVICES, INC. ATTEMPTS TO PROVIDE A MOST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARDS OF CARE. THEREFORE, NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
- PARKING LOT AND DRIVEWAY ELEVATIONS ARE PAVEMENT GRADES, NOT TOP OF CURB GRADES, UNLESS OTHERWISE NOTED.
- ANY WORK WITHIN RIGHT-OF-WAY SHALL BE PROPERLY PERMITTED AND COORDINATED WITH THE APPROPRIATE OFFICIALS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. ALL GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS.
- CONTRACTOR SHALL PROVIDE NOTICE TO THE MUNICIPALITY IN ADVANCE OF ANY SOIL DISTURBING ACTIVITIES, IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS.
- ALL DISTURBED AREAS SHALL BE SODDED AND/OR SEEDDED AND MULCHED IMMEDIATELY FOLLOWING GRADING ACTIVITIES. SOD/SEED MIX TO BE IN ACCORDANCE WITH LANDSCAPE PLAN.
- CONTRACTOR SHALL WATER ALL NEWLY SODDED/SEEDDED AREAS DURING THE SUMMER MONTHS WHENEVER THERE IS A 7 DAY LAPSE WITH NO SIGNIFICANT RAINFALL.
- CONTRACTOR TO DEEP TILL ALL COMPACTED PERVIOUS SURFACES PRIOR TO SODDING AND/OR SEEDING AND MULCHING.
- ALL SLOPES 20% OR GREATER SHALL BE TEMPORARY SEEDDED, MULCHED, OR OTHER MEANS OF COVER PLACED ON THEM WITHIN 2 WEEKS OF DISTURBANCE.
- ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 14 DAYS AND REQUIRE VEGETATIVE COVER FOR LESS THAN 1 YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1059 AND CITY OF GREEN BAY ORDINANCE.

LEGEND

PROPERTY LINE	→ DRAINAGE DIRECTION
RIGHT-OF-WAY	RETAINING WALL
EASEMENT LINE	SILT FENCE
BUILDING OUTLINE	SILT SOCK
BUILDING OVERHANG	CONSTRUCTION ENTRANCE
EDGE OF PAVEMENT	EROSION MATTING
STANDARD CURB AND GUTTER	SPOT ELEVATION
REJECT CURB AND GUTTER	EP - EDGE OF PAVEMENT
ASPHALT PAVEMENT	FG - FINISH GRADE
CONCRETE PAVEMENT	EC - EDGE OF CONCRETE
PROPOSED 1 FOOT CONTOUR	BC - BACK OF CURB
PROPOSED 5 FOOT CONTOUR	EX - MATCH EXISTING GRADE
EXISTING 1 FOOT CONTOUR	HP - HIGH POINT
EXISTING 5 FOOT CONTOUR	SW - SIDEWALK
	INLET PROTECTION



SCALE IN FEET
20' 0 20'

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STRUCTURAL ENGINEER:
SPIRE ENGINEERING, INC.
305 N Plankinton Avenue
Suite 101
Milwaukee, WI 53203

DATE	REVISION
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DESIGN REVIEW - NOT FOR CONSTRUCTION -

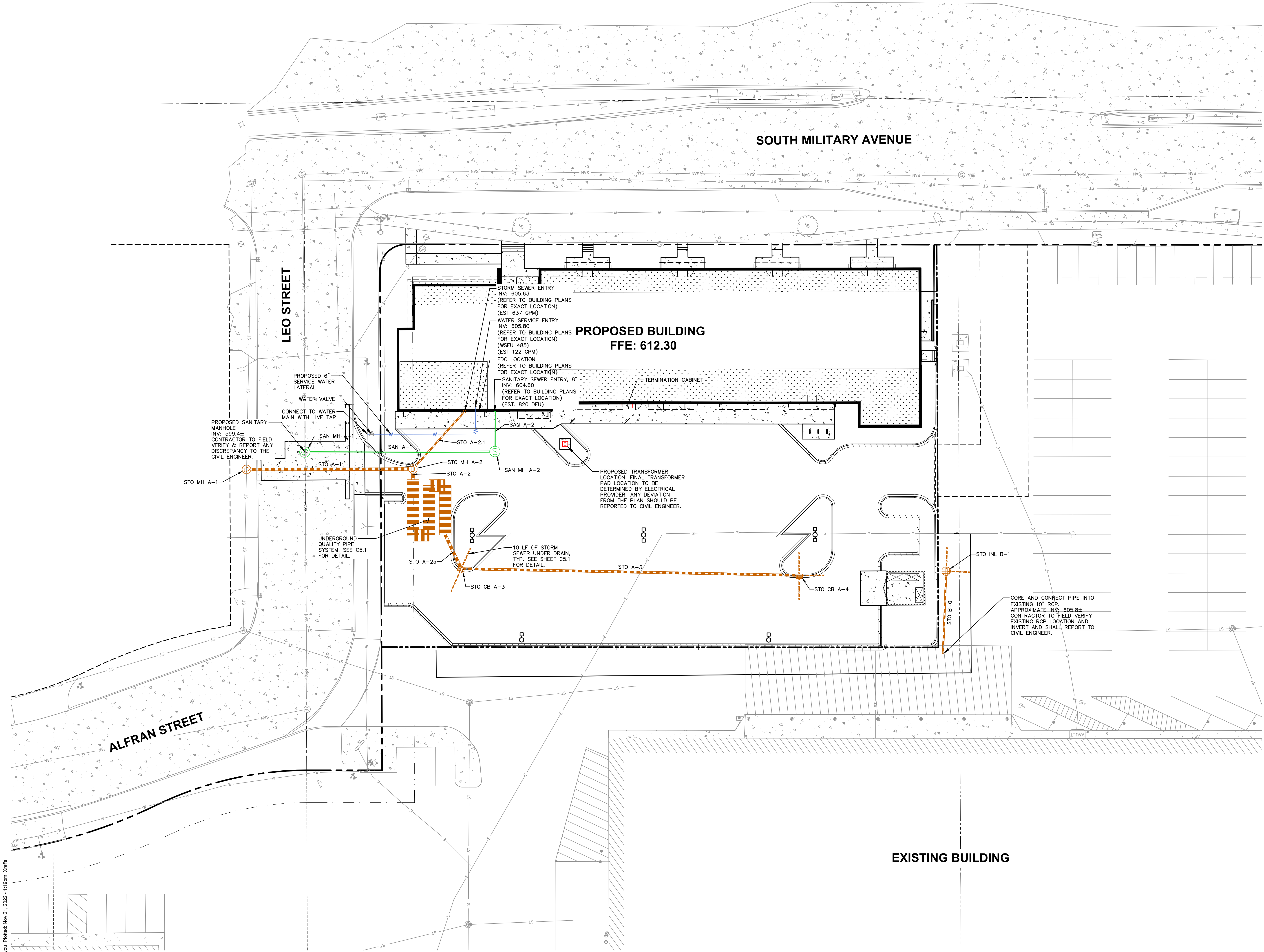
PROJ. NO.	220204
SCALE	AS INDICATED
PHASE	95% CONSTR. DOC.
DATE	10.14.2022

GRADING & EROSION
CONTROL PLAN

C3.0

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UTILITY NOTES

- ALL EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATIONS OF ANY UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR/OWNER SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.
- PRIOR TO CONSTRUCTION, THE PRIME CONTRACTOR IS RESPONSIBLE FOR:
 - EXAMINING ALL SITE CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
 - OBTAINING ALL PERMITS INCLUDING PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, AND ALL OTHER FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY.
 - VERIFYING ALL ELEVATIONS, LOCATIONS AND SIZES OF SANITARY, WATER AND STORM LATERALS AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS. NOTIFY ENGINEER OF ANY DISCREPANCY. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS RESOLVED.
 - NOTIFYING ALL UTILITIES PRIOR TO INSTALLATION OF ANY UNDERGROUND IMPROVEMENTS.
 - NOTIFYING THE DESIGN ENGINEER AND MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION OBSERVATION.
 - COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
- ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN - AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS AND CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
- LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF IMPROVEMENTS.
- CONTRACTOR SHALL INSTALL A PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT AS REQUIRED IN CONSTRUCTION SITES WHERE THE POTENTIAL FOR PEDESTRIAN INJURY EXISTS.
- CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT ALL UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, ETC.) TO MATCH THE FINISHED GRADES OF THE AREAS EFFECTED BY THE CONSTRUCTION.
- THE PRIME CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
- ANY UTILITIES, WHICH ARE DAMAGED BY THE CONTRACTORS, SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE ENGINEER WITH AS-BUILT CONDITIONS OF THE DESIGNATED IMPROVEMENTS IN ORDER THAT THE APPROPRIATE DRAWINGS CAN BE PREPARED, IF REQUIRED. ANY CHANGES TO THE DRAWINGS OR ADDITIONAL ITEMS MUST BE REPORTED TO THE ENGINEER AS WORK PROGRESSES.
- STORM SEWER SPECIFICATIONS -

PIPE - REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS III (MINIMUM) C-76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443. HIGH DENSITY DUAL-WALL POLYETHYLENE CORRUGATED PIPE SHALL BE AS MANUFACTURED BY ADS OR EQUAL WITH WATER TIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION W-294 TYPE "S". POLYVINYLCHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR 35 FOR PIPE SIZES 8"-15" WITH INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212 AND ASTM 1785 SCHEDULE 40 FOR PIPE SIZES 6" OR SMALLER.

BACKFILL AND BEDDING - STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".

MANHOLE FRAMES AND COVERS - MANHOLE FRAMES AND COVERS SHALL BE PROVIDED IN ACCORDANCE WITH THE STORM STRUCTURE TABLE ON SHEET 54.0.

FIELD TILE CONNECTION - ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.

12. WATER MAIN SPECIFICATIONS -

PIPE - DUCTILE IRON PIPE SHALL BE CLASS 52 CONFORMING TO AWWA C151 AND CHAPTER 8.18.0 OF THE "STANDARD SPECIFICATIONS". POLYVINYL CHLORIDE (PVC) PIPE SHALL MEET THE REQUIREMENTS OF AWWA STANDARD C-900, CLASS 150, DR-18, WITH CAST IRON O.D. AND INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS. NON-METALLIC WATER MAINS SHALL BE INSTALLED WITH BLUE INSULATION TRACER WIRE AND CONFORM WITH SPS 362.30(11)(n).

VALVES AND VALVE BOXES - GATE VALVES SHALL BE AWWA GATE VALVES MEETING THE REQUIREMENTS OF AWWA C-500 AND CHAPTER 8.27.0 OF THE "STANDARD SPECIFICATIONS". GATE VALVES AND VALVE BOXES SHALL CONFORM TO LOCAL PLUMBING ORDINANCES.

BEDDING AND COVER MATERIAL - PIPE BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.4.3.2 OF THE "STANDARD SPECIFICATIONS".

BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".

13. SANITARY SEWER SPECIFICATIONS -

PIPE - SANITARY SEWER PIPE MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR-35, WITH INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212 FOR PIPE SIZES 8" TO 15", ASTM 1785, SCHEDULE 40 FOR PIPE SIZES 6" OR SMALLER.

BEDDING AND COVER MATERIAL - BEDDING AND COVER MATERIAL SHALL CONFIRM TO THE APPROPRIATE SECTIONS OF THE "STANDARD SPECIFICATION" WITH THE FOLLOWING MODIFICATION: "COVER MATERIAL SHALL BE THE SAME AS USED FOR BEDDING AND SHALL CONFORM TO SECTION 8.4.3.2 (A)."

BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". BACKFILL WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".

14. WATERMAIN AND SANITARY SEWER SHALL BE INSULATED WHEREVER THE DEPTH OF COVER IS LESS THAN 6 FEET. INSULATION SHALL BE INSTALLED IN CONFORMANCE WITH CHAPTER 4.17.0 "INSULATION" OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN 6TH EDITION UPDATED WITH ITS LATEST ADDENDUM (TYP.).

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- BUILDING OUTLINE
- BUILDING OVERHANG
- EDGE OF PAVEMENT
- STANDARD CURB AND GUTTER
- REJECT CURB AND GUTTER
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- RETAINING WALL
- SANITARY SEWER
- WATERMAIN
- STORM SEWER
- 8"x4"x2" INSULATION (PLAN VIEW)

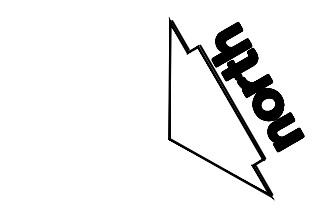
PROPOSED STORM SEWER STRUCTURE TABLE					
LABEL	RIM EL. (FT)	INVERT EL. (FT)	DEPTH (FT)	STRUCTURE DESC.	FRAME & GRATE
STO CB A-3	608.66	E INV: 604.21 (15") SW INV: 604.46 (12")	4.4	2 x 3 INLET	R-3067 TYPE L
STO CB A-4	608.79	NE INV: 605.21 (12")	3.6	2 x 3 INLET	R-3067 TYPE L
STO INL B-1	609.73	NW INV: 607.08 (8")	2.6	36 IN MH (FLAT)	R-2050 TYPE D
STO MH A-1	608.64	SE INV: 603.47 (30") SW INV: 603.57 (15") NW INV: 603.47 (30")	5.2	72 IN MH (FLAT)	R-1556 SOLID LID
STO MH A-2	610.81	NE INV: 603.96 (15") NW INV: 604.08 (15") S INV: 605.26 (8")	6.9	60 IN MH (FLAT)	R-1556 SOLID LID

PROPOSED STORM SEWER PIPE TABLE							
LABEL	FROM	TO	LENGTH	INVERT EL. (FT)	DISCHARGE EL. (FT)	SLOPE	SIZE
STO A-1	STO MH A-2	STO MH A-1	77'	603.96	603.57	0.50%	15 IN
STO A-2	END CAP	STO MH A-2	5'	604.08	604.06	0.50%	15 IN
STO A-2.1	BUILDING	STO MH A-2	36'	605.63	605.26	1.04%	8 IN
STO A-2a	STO CB A-3	END CAP	17'	604.21	604.08	0.76%	15 IN
STO A-3	STO CB A-4	STO CB A-3	157'	605.21	604.46	0.48%	12 IN
STO B-0	STO INL B-1	10" RCP	38'	607.08	605.87	3.17%	8 IN

PROPOSED SANITARY SEWER STRUCTURE TABLE					
LABEL	RIM EL. (FT)	INVERT EL. (FT)	DEPTH (FT)	STRUCTURE DESC.	FRAME & GRATE
SAN MH A-1	609.03	SE INV: 599.41 (8") NW INV: 599.41 (8") SW INV: 602.36 (8")	9.6	48 IN MH	R-1556 SOLID LID
SAN MH A-2	611.00	NE INV: 604.13 (8") SE INV: 604.23 (8")	6.9	48 IN MH	R-1556 SOLID LID

*OUTSIDE DROP SANITARY MANHOLE. SEE SHEET C5.0 FOR DETAIL.

PROPOSED SANITARY SEWER PIPE TABLE							
LABEL	FROM	TO	LENGTH	INVERT EL. (FT)	DISCHARGE EL. (FT)	SLOPE	SIZE
SAN A-1	SAN MH A-2	SAN MH A-1	88'	604.13	602.36	2.00%	8 IN
SAN A-2	BUILDING	SAN MH A-2	19'	604.60	604.23	2.00%	8 IN



SCALE IN FEET
20' 0 20'

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PROJECT:
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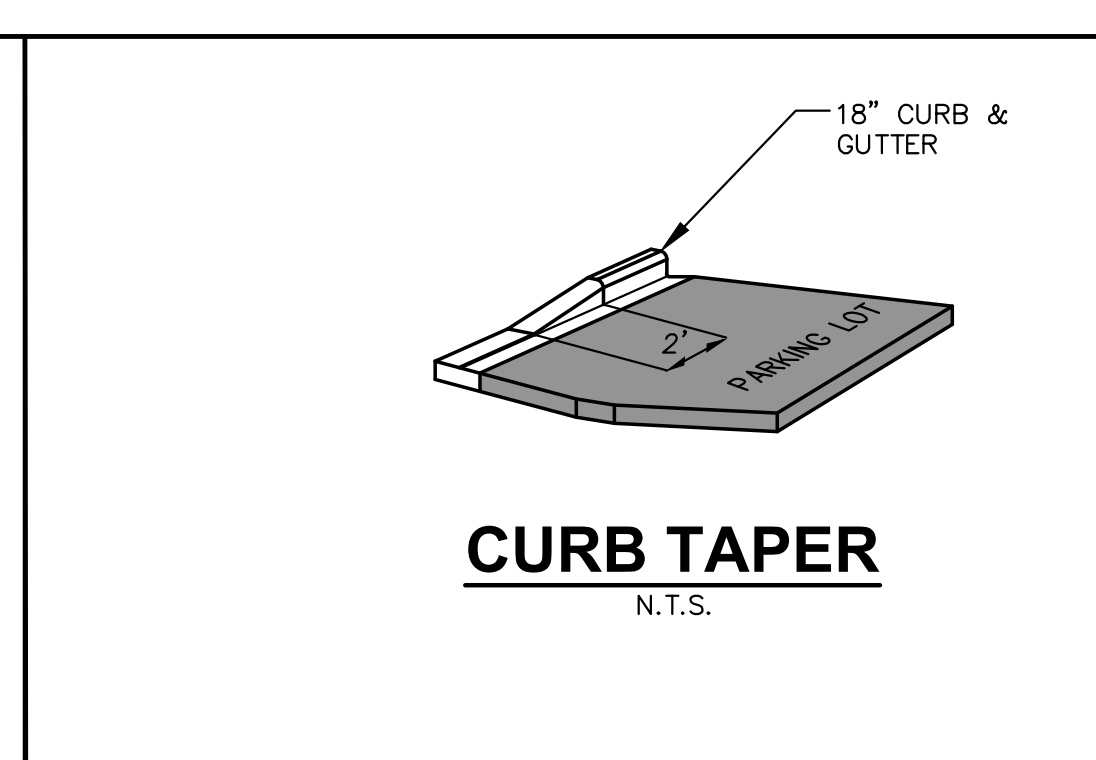
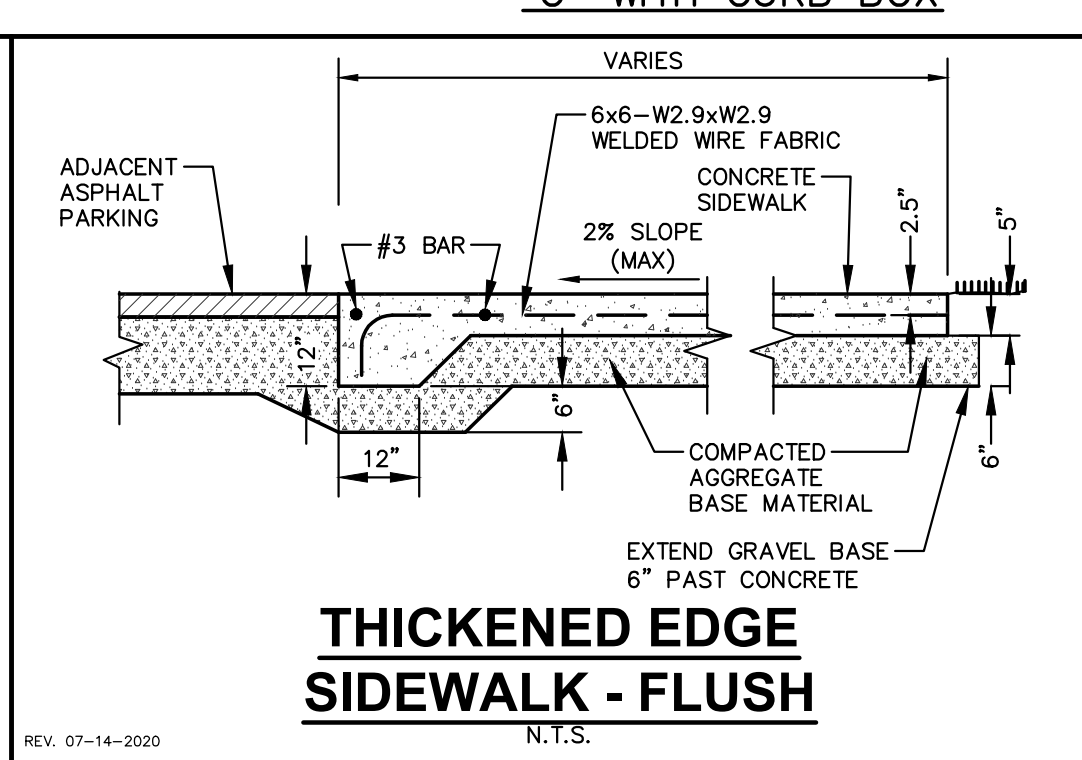
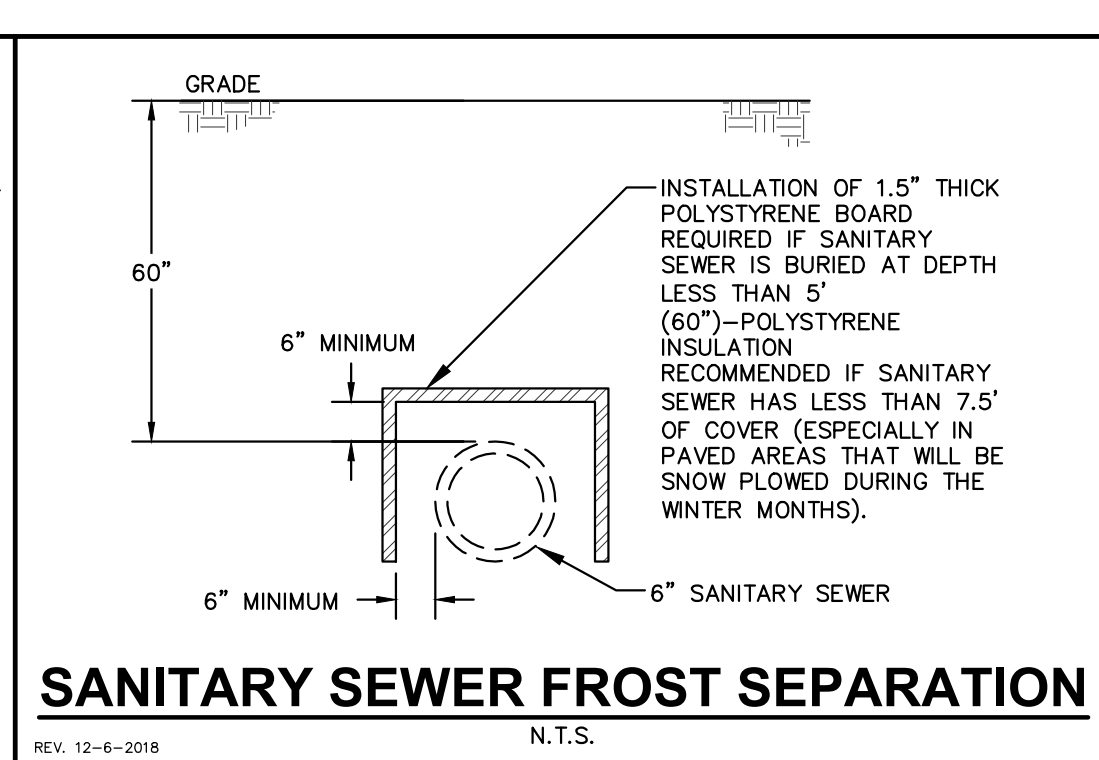
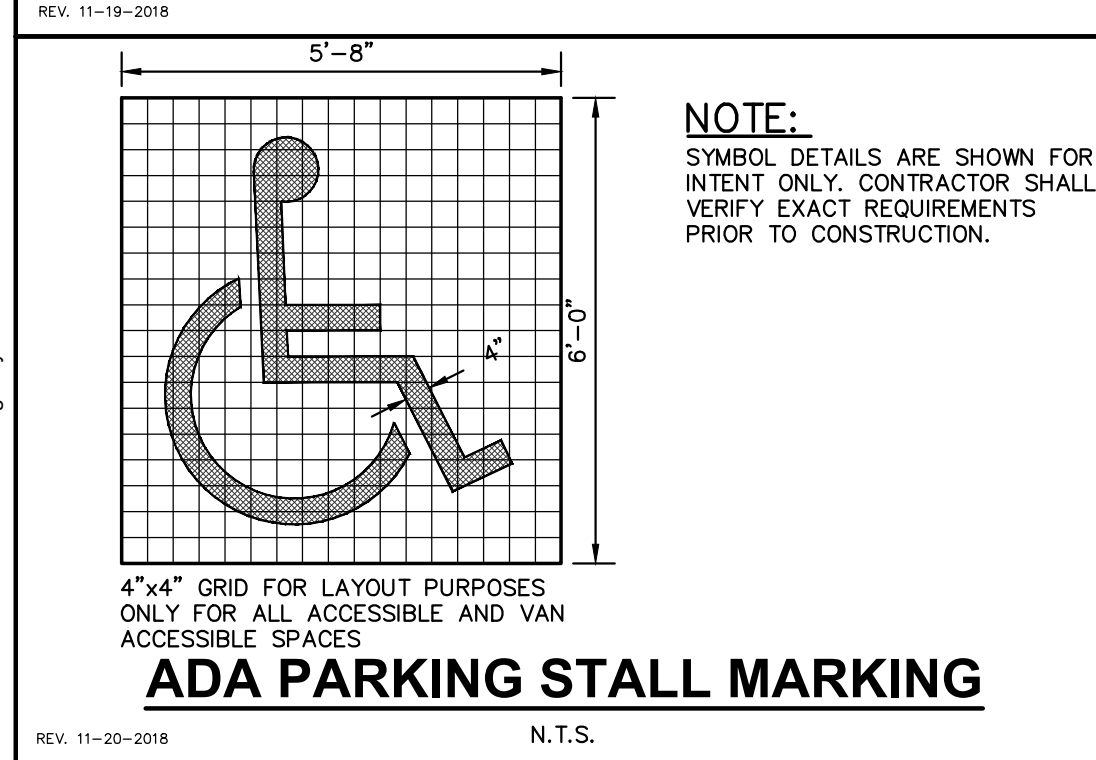
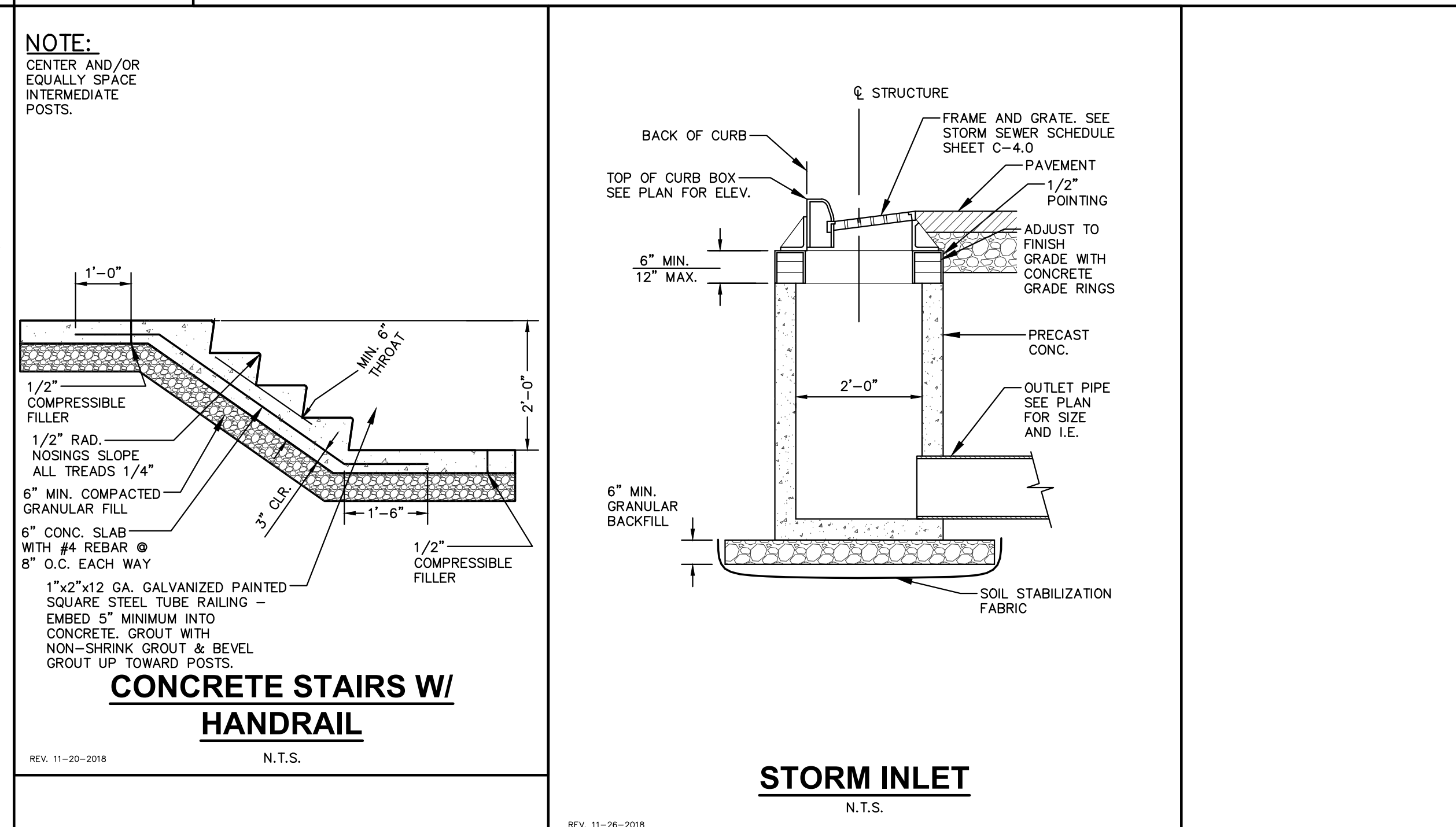
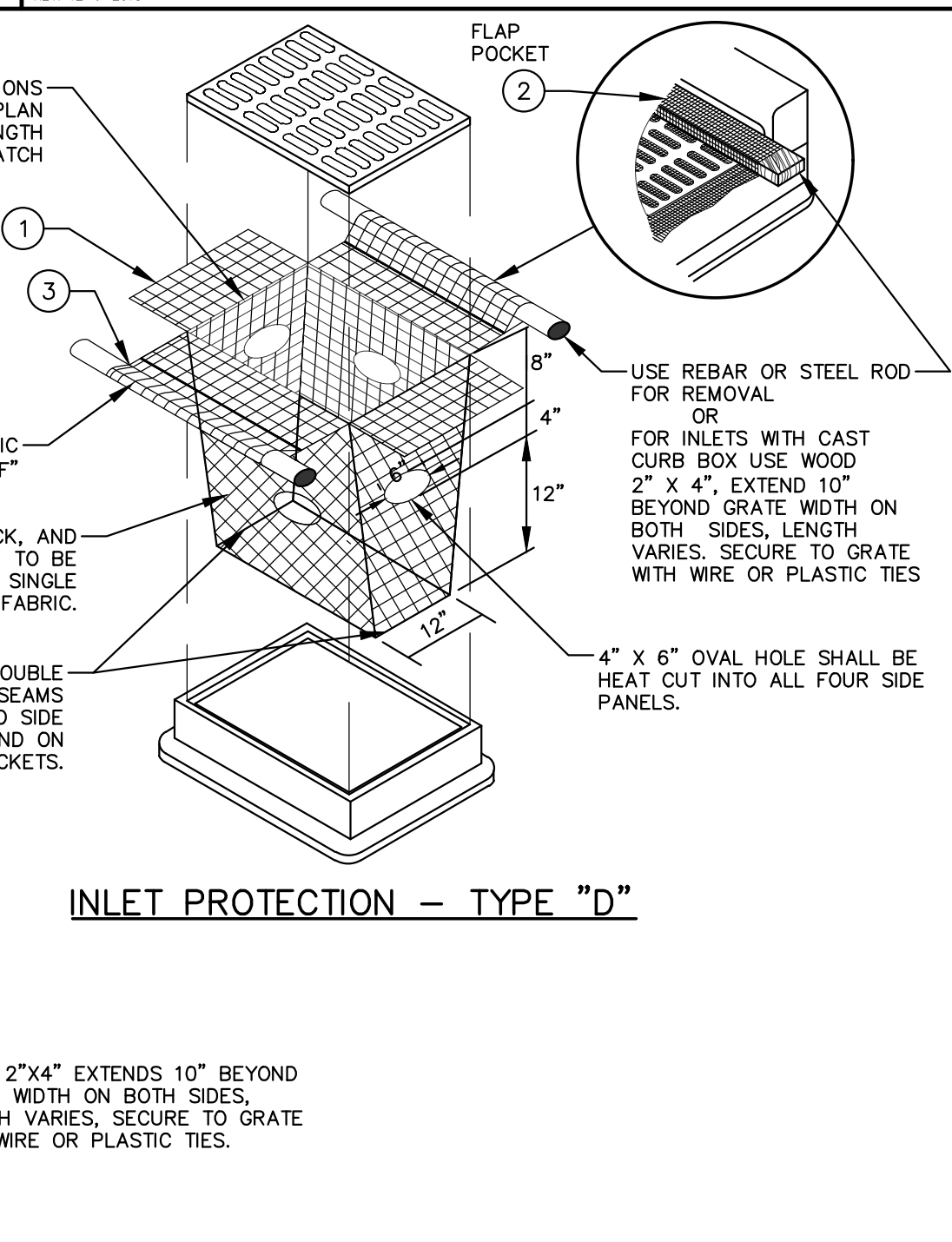
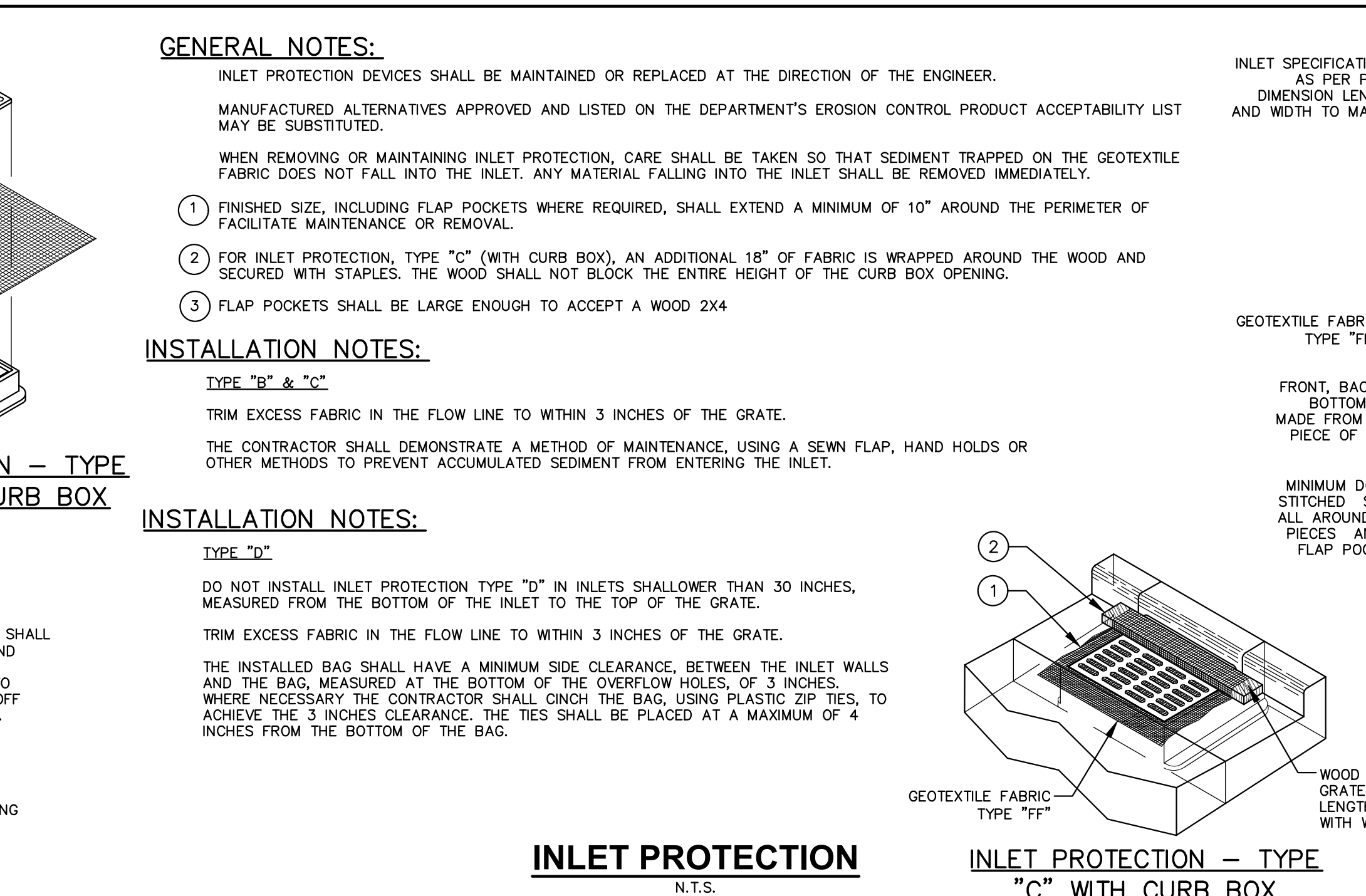
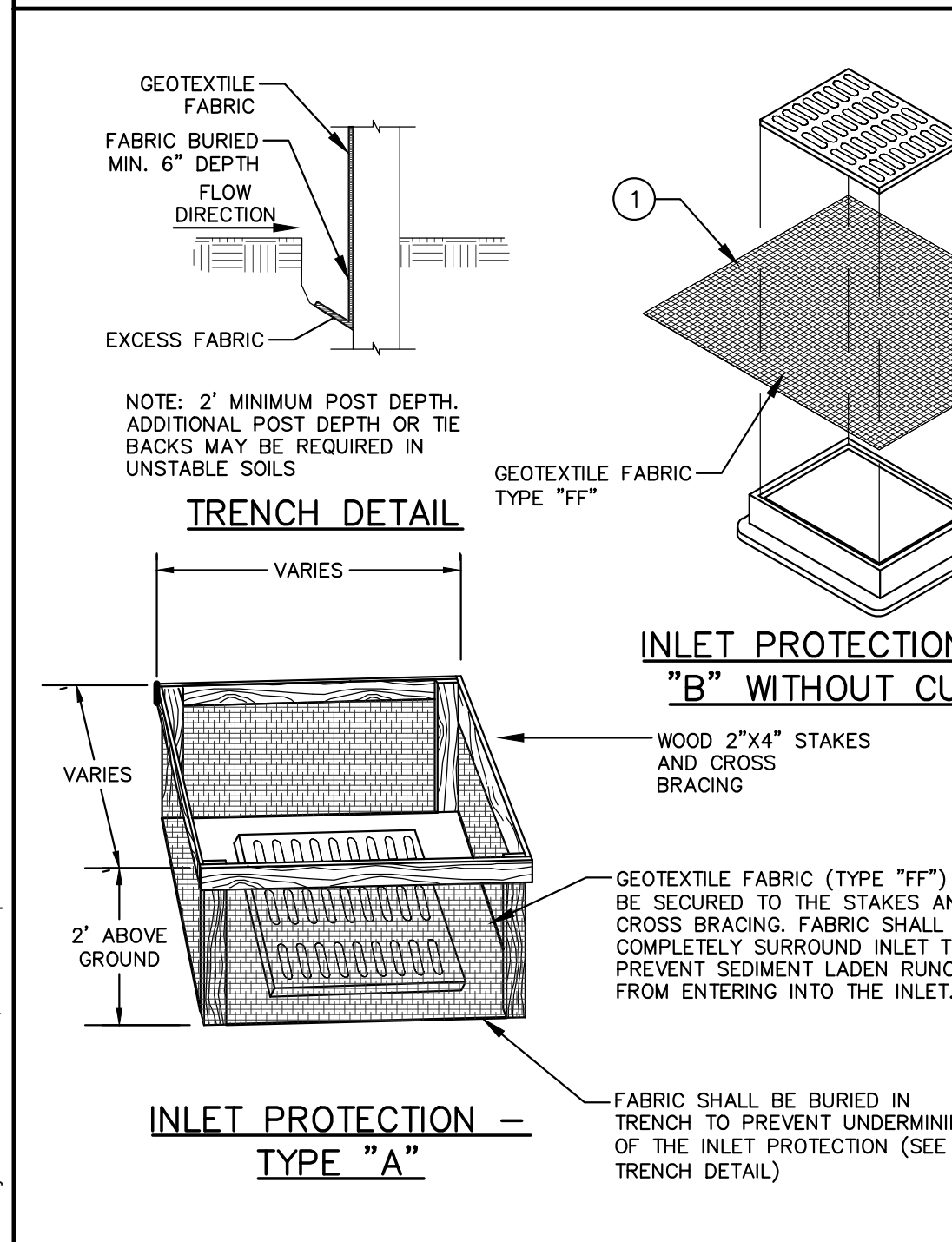
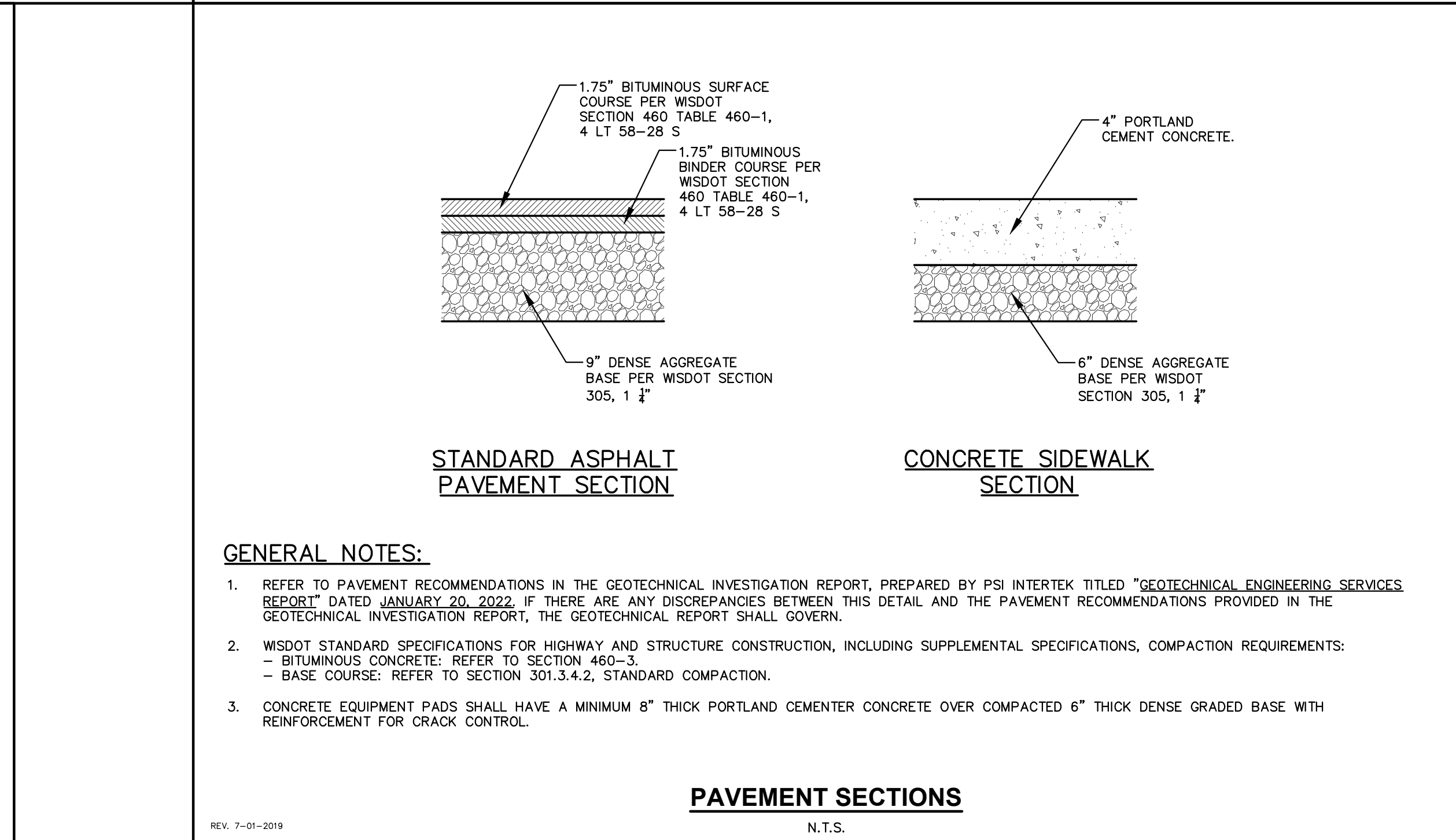
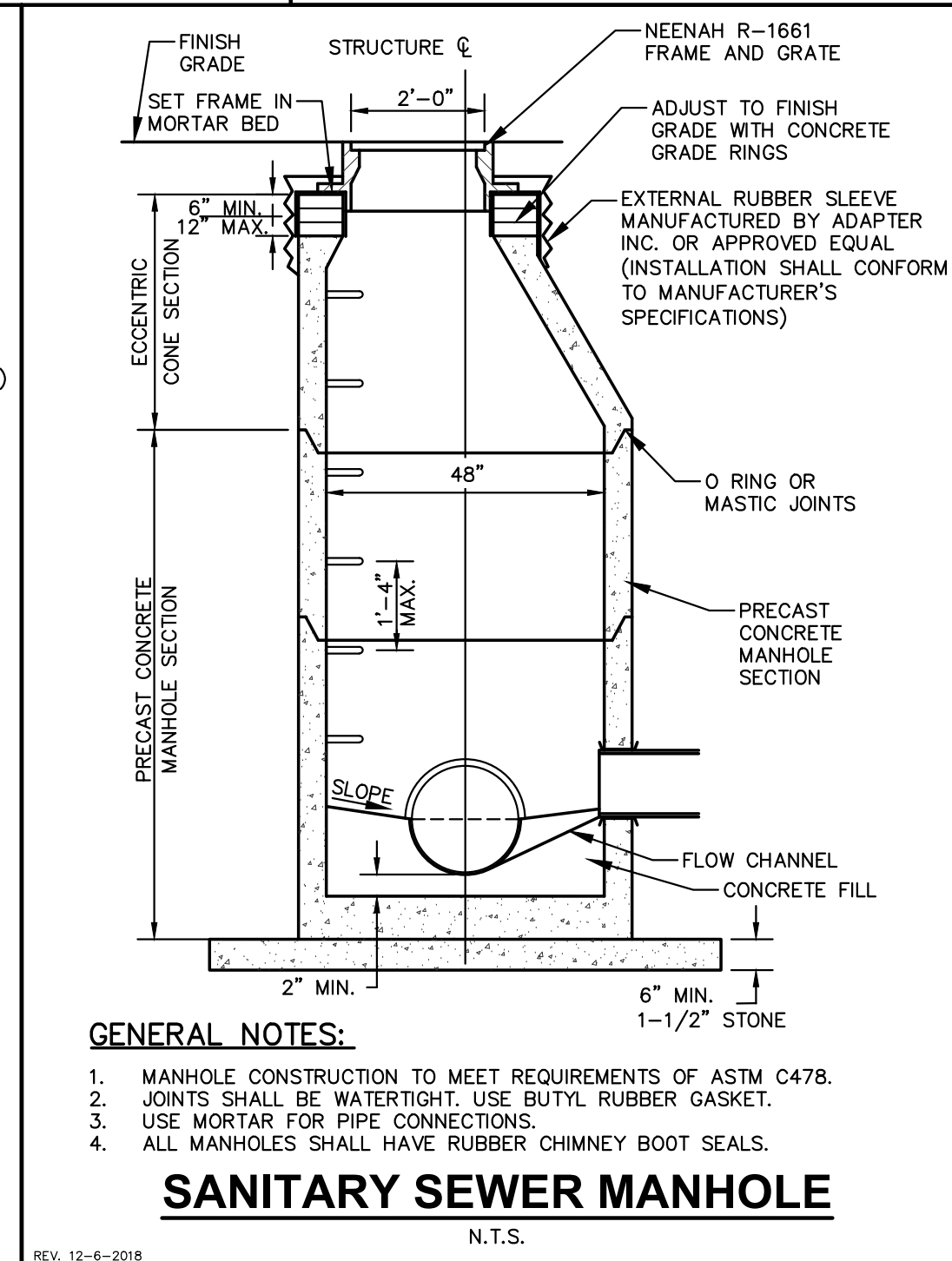
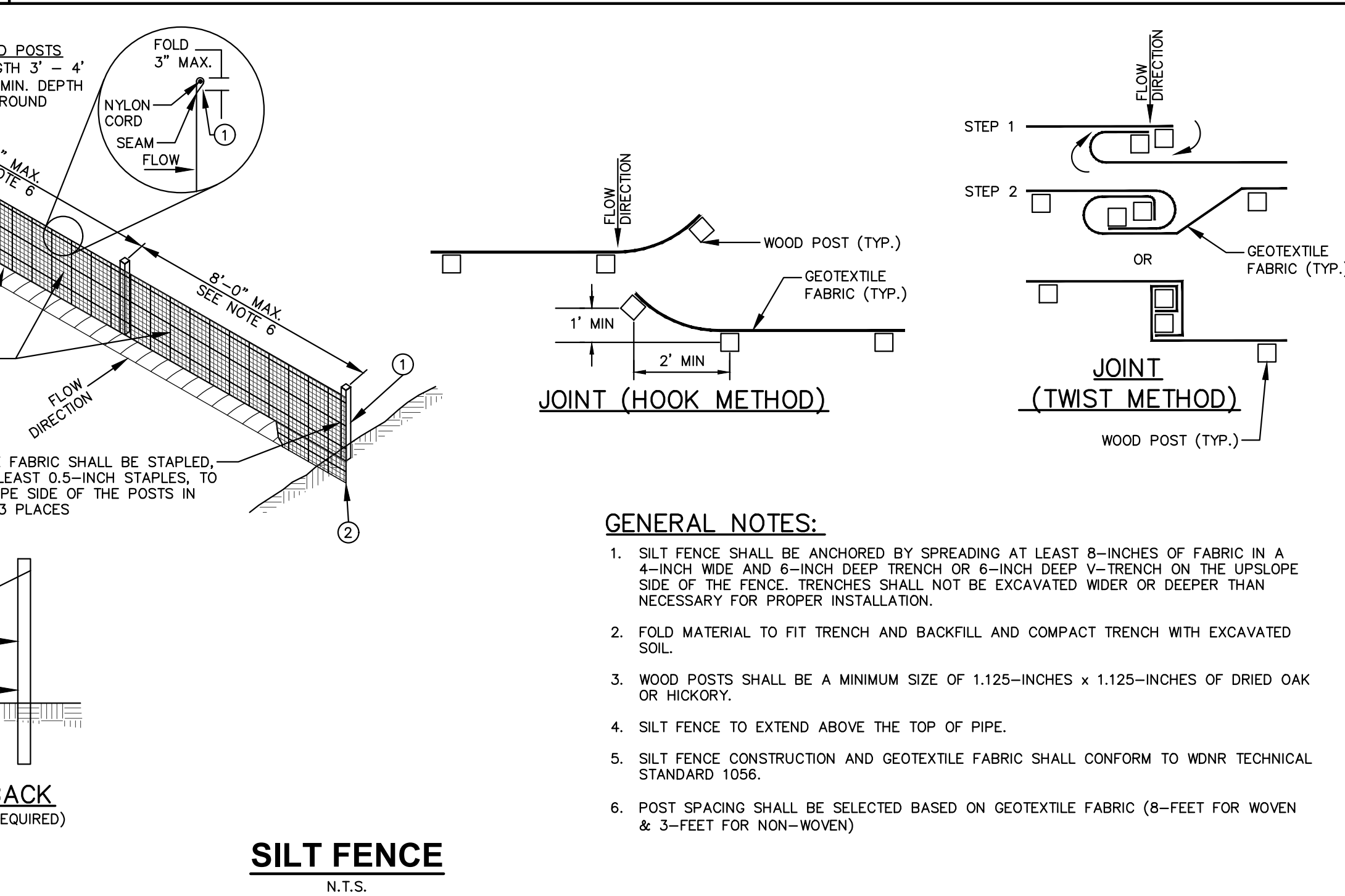
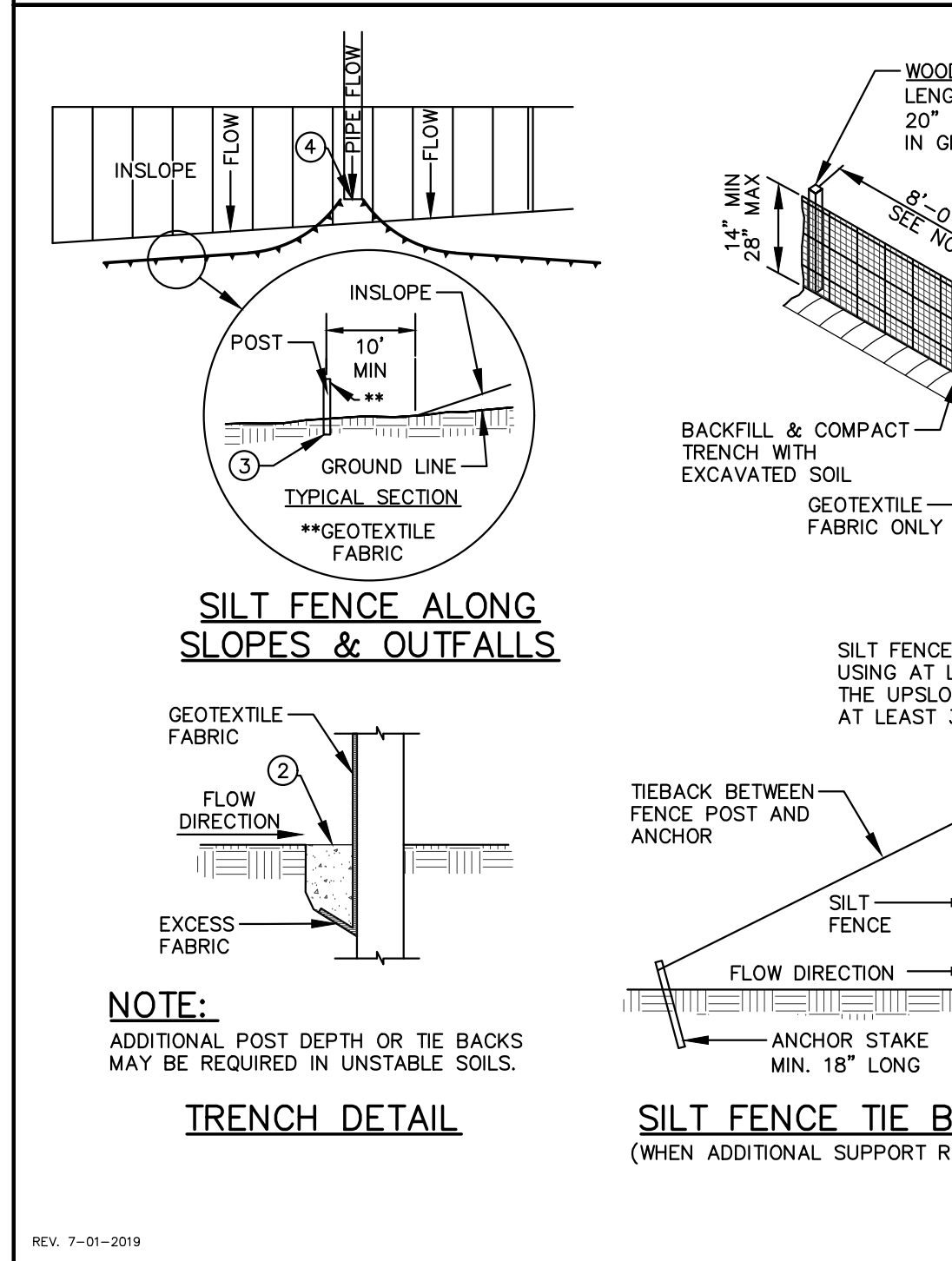
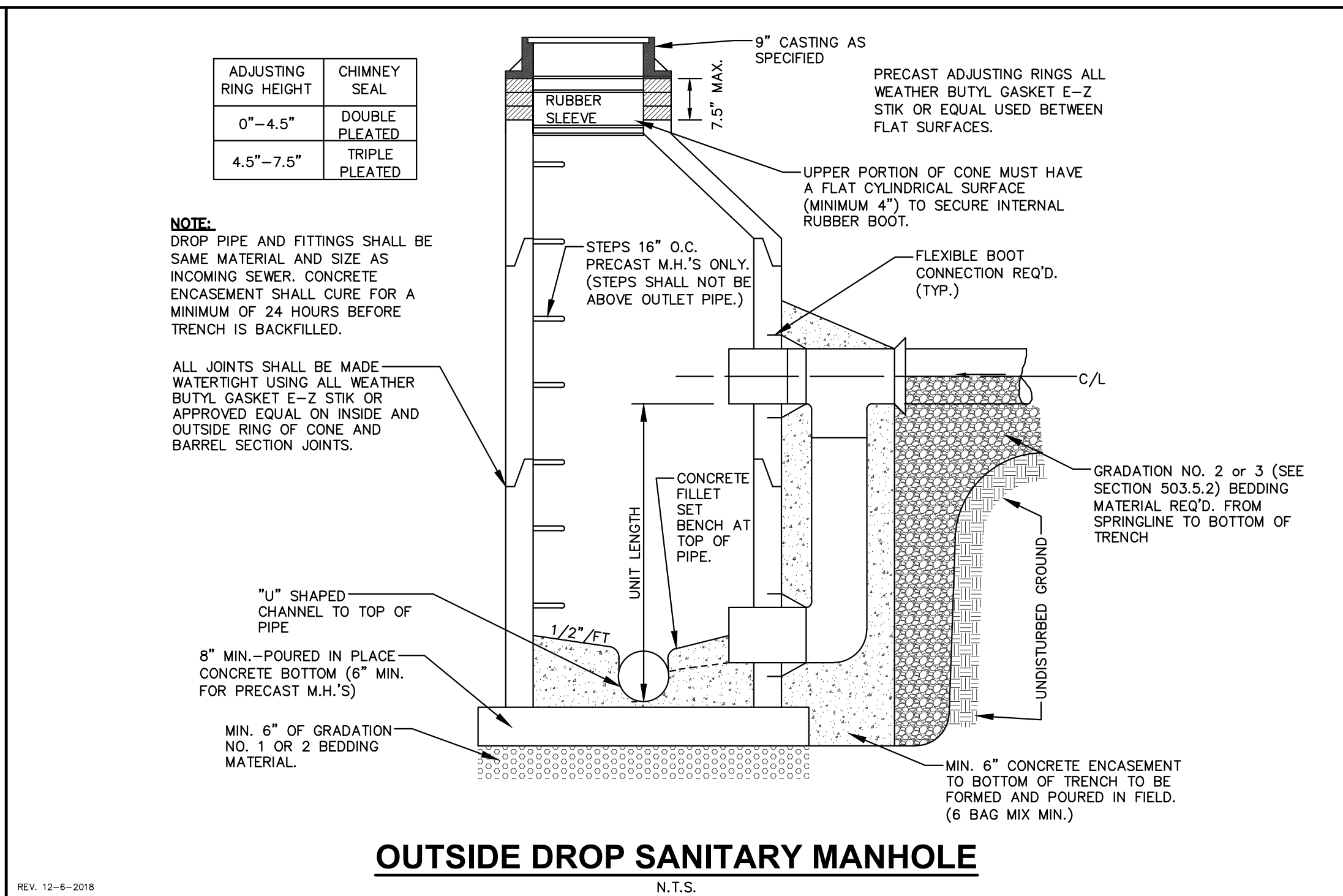
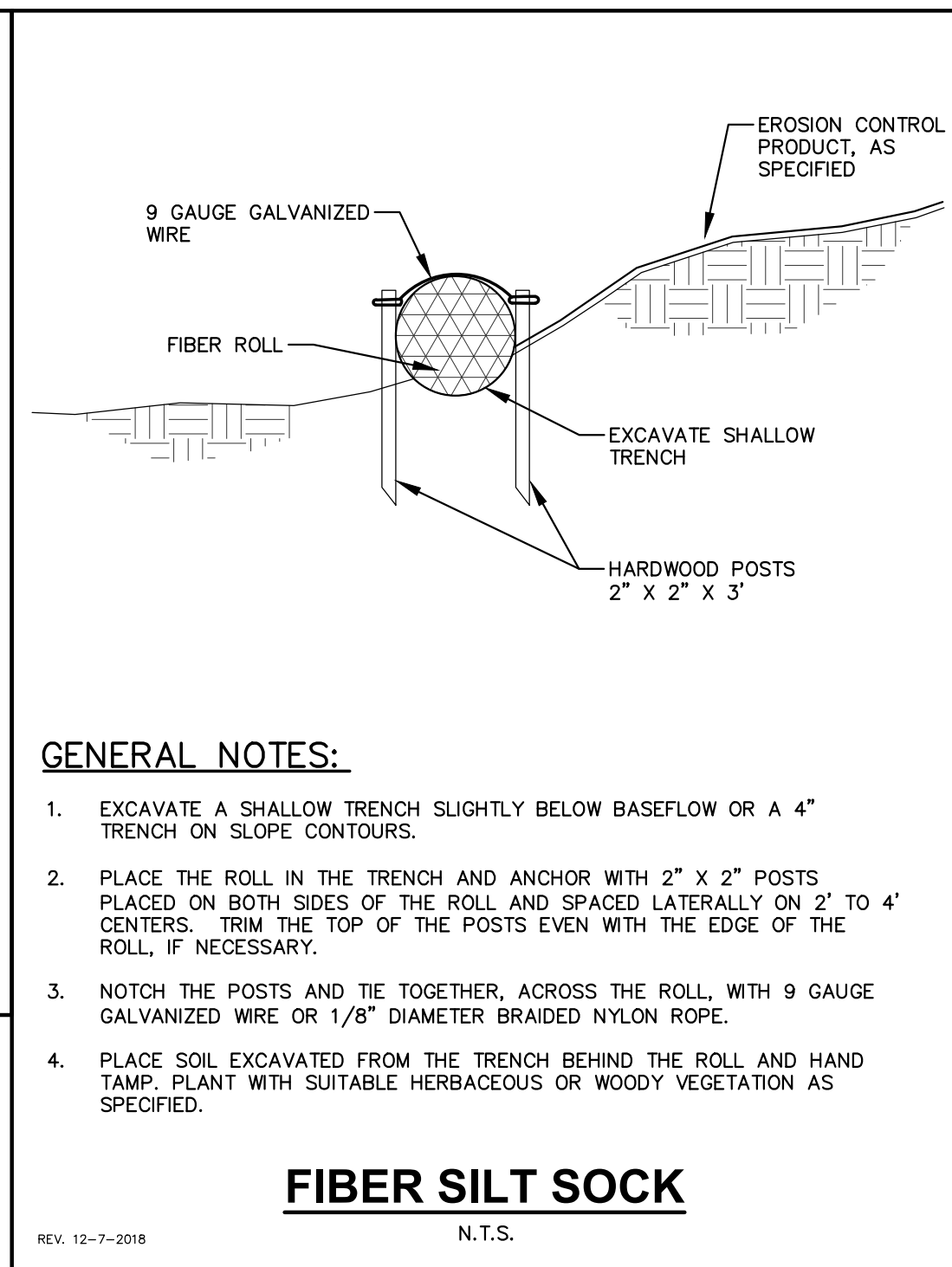
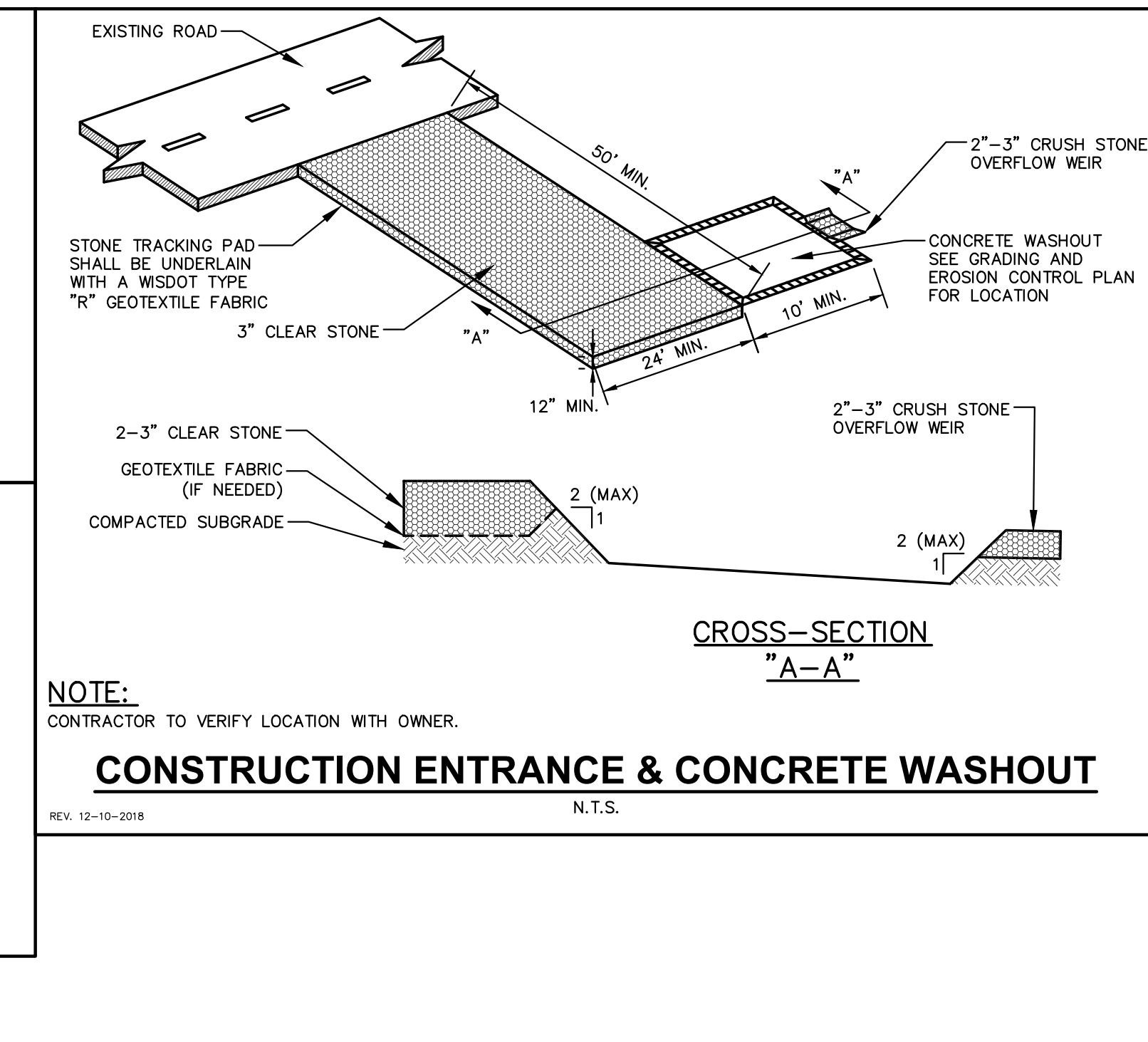
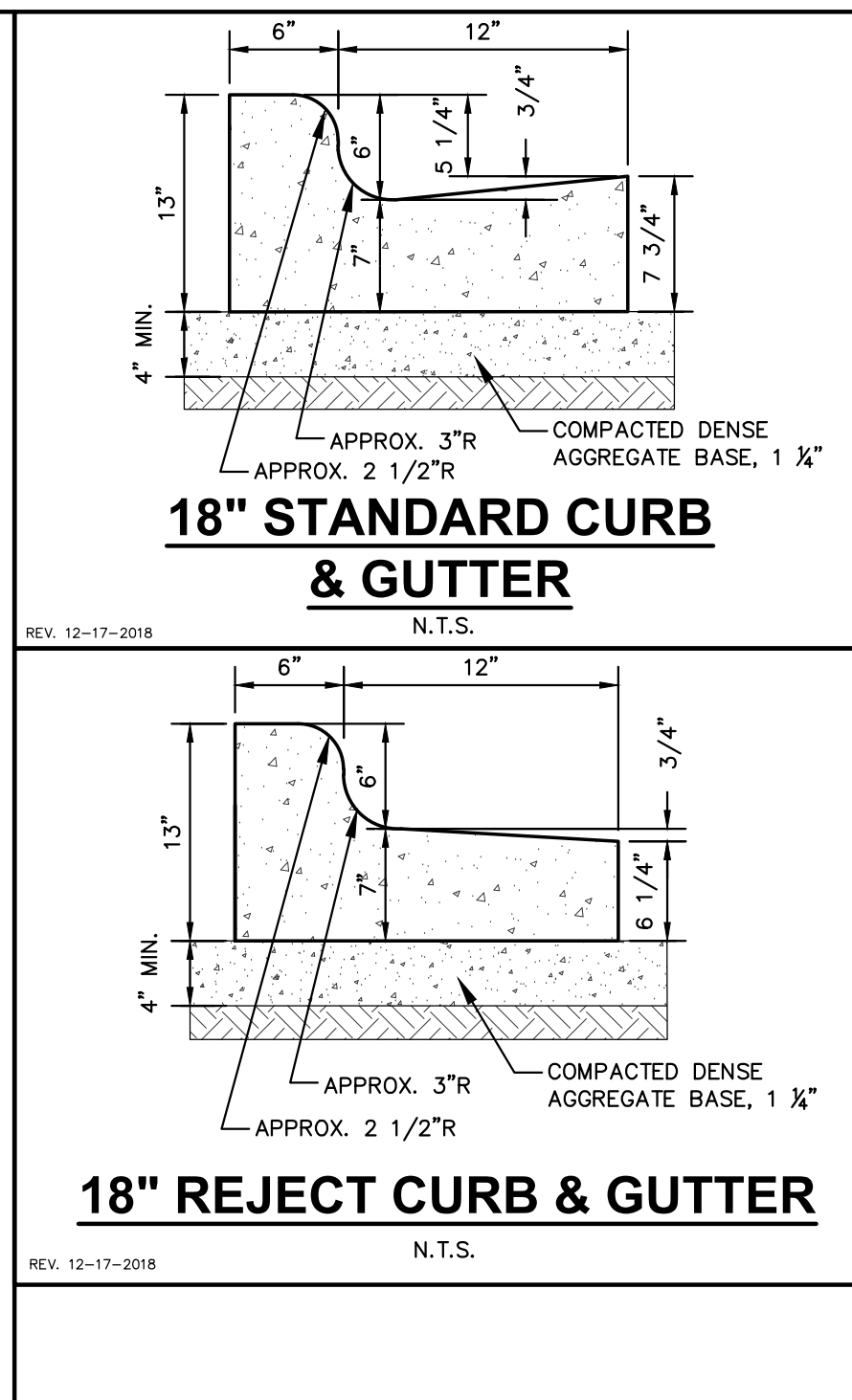
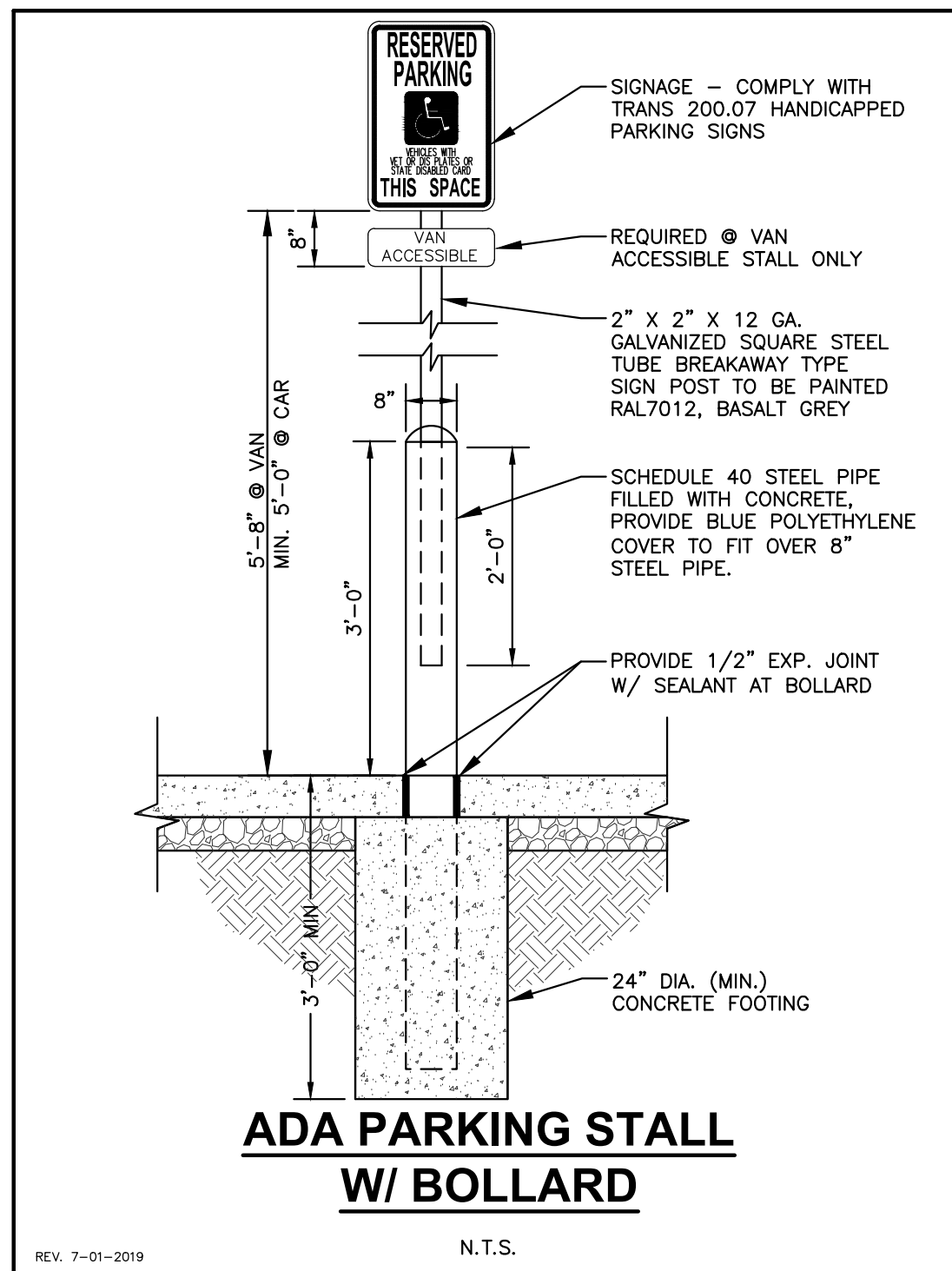
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UTILITY PLAN

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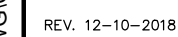
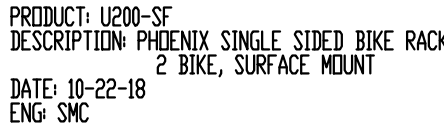
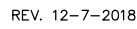
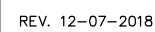
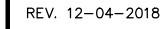
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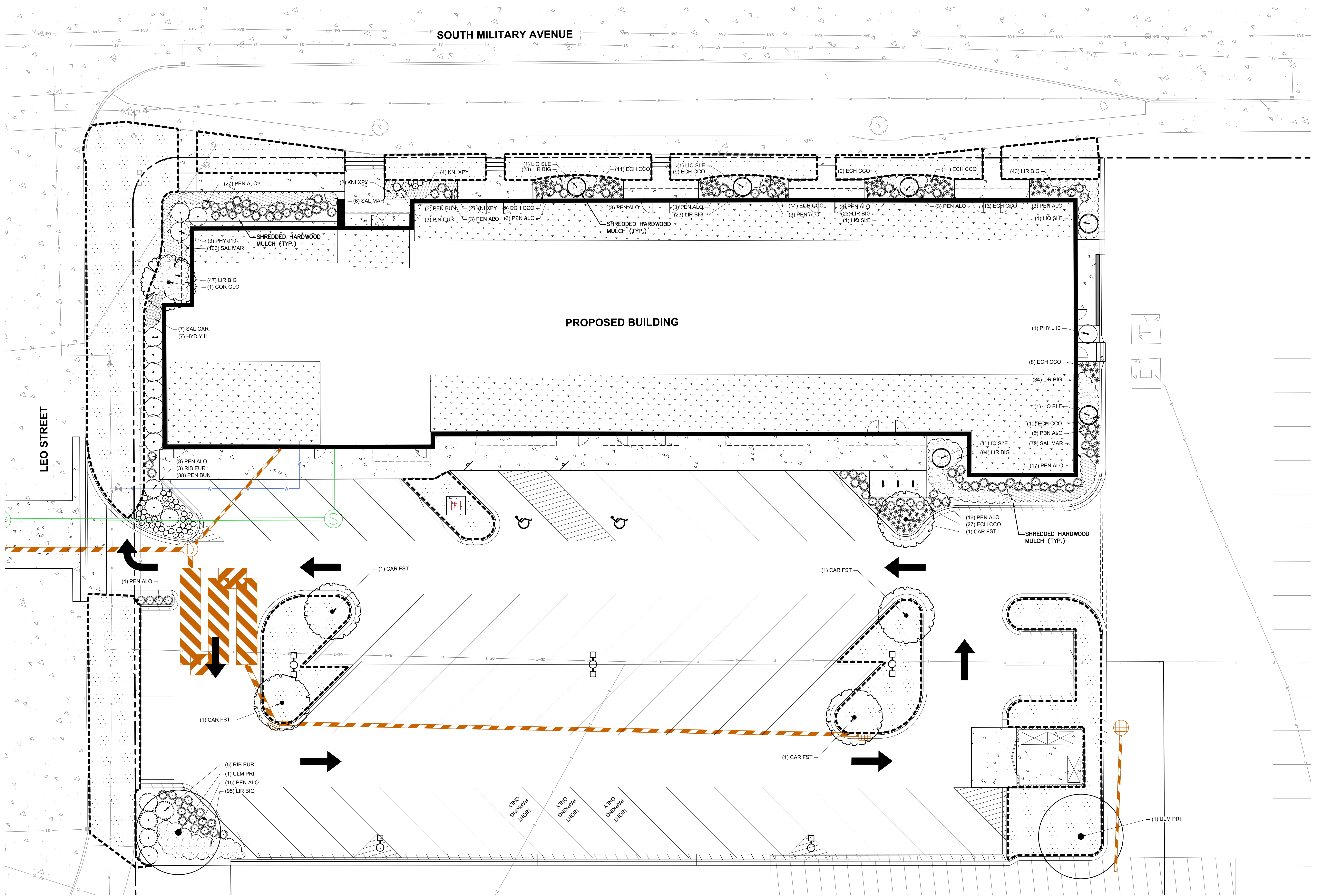
PROJ. NO.	220204
SCALE	AS INDICATED
PHASE	95% CONSTR. DOC.
DATE	10.14.2022

CONSTRUCTION
DETAILS

C5.0

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- GENERAL NOTES**
- REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGEND.
 - ALL WORK IN THE ROW SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
 - JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
 - DRAWING FOR REVIEW - NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.
 - THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL FINE GRADING AND TOPSOILING WITH GENERAL CONTRACTOR
 - REFER TO "LANDSCAPE DETAILS AND NOTES" SHEET FOR ADDITIONAL DETAILS, NOTES AND SPECIFICATION INFORMATION INCLUDING MATERIALS, GUARANTEE AND EXECUTION RELATED TO LANDSCAPE PLAN
 - CONTRACTOR SHALL REVIEW SITE CONDITIONS FOR UTILITY CONFLICTS, DRAINAGE ISSUES, SUBSURFACE ROCK, AND PLANT PLACEMENT CONFLICTS PRIOR TO PLANT INSTALLATION. REPORT ANY CONDITIONS THAT MAY HAVE ADVERSE IMPACT ON PLANTING OPERATIONS TO LANDSCAPE ARCHITECT
 - DO NOT COMMENCE PLANTING OPERATIONS UNTIL ALL ADJACENT SITE IMPROVEMENTS, IRRIGATION INSTALLATION (IF APPLICABLE), AND FINISH GRADING ARE COMPLETE.

LEGEND

	KENTUCKY BLUEGRASS BLEND (SOD)
--	--------------------------------

1"=10'

SCALE IN FEET
10' 0 10'

DIGGERS HOTLINE
Toll Free (800) 242-8511

PROJECT:
BAY CITY LOFTS
216 S. MILITARY AVE.
GREEN BAY, WI

OWNER:
GORMAN & COMPANY
200 N Main Street
Oregon, WI 53575

ARCHITECT:
KORB + ASSOCIATES
ARCHITECTS
648 N. PLANKINTON AVE
SUITE 240
MILWAUKEE, WI 53203

CIVIL ENGINEER:
JSD PROFESSIONAL
SERVICES, INC.
7402 STONE RIDGE DRIVE
WESTON, WI 54476

STRUCTURAL ENGINEER:
SPIRE ENGINEERING, INC.
305 N Plankinton Avenue
Suite 101
Milwaukee, WI 53203

DATE	REVISION
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DESIGN REVIEW - NOT FOR CONSTRUCTION -

LANDSCAPE PLAN

L1.0

PROJ. NO. 2202244
SCALE AS INDICATED
PHASE 95% CONSTR. DOC.
DATE 10.14.2022

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File: N:\PROJ\ECTS\2022\2211865\DWG\Landscapes Sheets\2211865 Landscape Plans.dwg Layout: L2.0 User: amayouy Plotted: Nov 21, 2022 - 2:16pm Xref's

LANDSCAPE CALCULATIONS

	REQUIRED	PROVIDED
INTERIOR PARKING LOT LANDSCAPING 10% OF INTERIOR PARKING LOT DEVOTED TO LANDSCAPE PLANTINGS	2,349 SF (23,486)(.10)=2,348.6	3,187 SF
25-100 PARKING SPACES (1 TREE PER 10 SPACES)	6 TREES (54 SPACES/10=5.4)	6 TREES
LANDSCAPE ISLANDS AT THE END OF EACH PARKING ROW	YES	YES
MINIMUM INTERIOR ISLAND DIMENSION 10' WIDTH AND 15' LENGTH	YES	NO
ISLANDS PLANTED W/ GROUND COVER OR SOD AND MINIMUM 1 TREE PER ISLAND	YES	YES
PERIMETER PARKING LOT LANDSCAPING SCREEN PARKING LOT FROM PUBLIC STREETS AND SIDEWALKS, PUBLIC OPEN SPACE AND ADJACENT PROPERTIES	YES	YES
BUILDING FOUNDATION LANDSCAPING PLANTED WITH ORNAMENTAL PLANT MATERIAL (TREES, FLOWERING SHRUBS, PERENNIALS AND GROUNDCOVERS)	YES	YES
GENERAL REQUIREMENTS TREE SPECIES MIX - ANY ONE SPECIES SHALL NOT MAKE UP MORE THAN 50% OF THE TOTAL TREE PLANTINGS MINIMUM PLANTING SIZES: DECIDUOUS TREES ORNAMENTAL DECIDUOUS TREES EVERGREEN TREES SHRUBS	NO MORE THAN 50% PER SPECIES OF TREE 2" CALIPER 1.5" CALIPER 6' IN HEIGHT #5 GALLON	YES YES

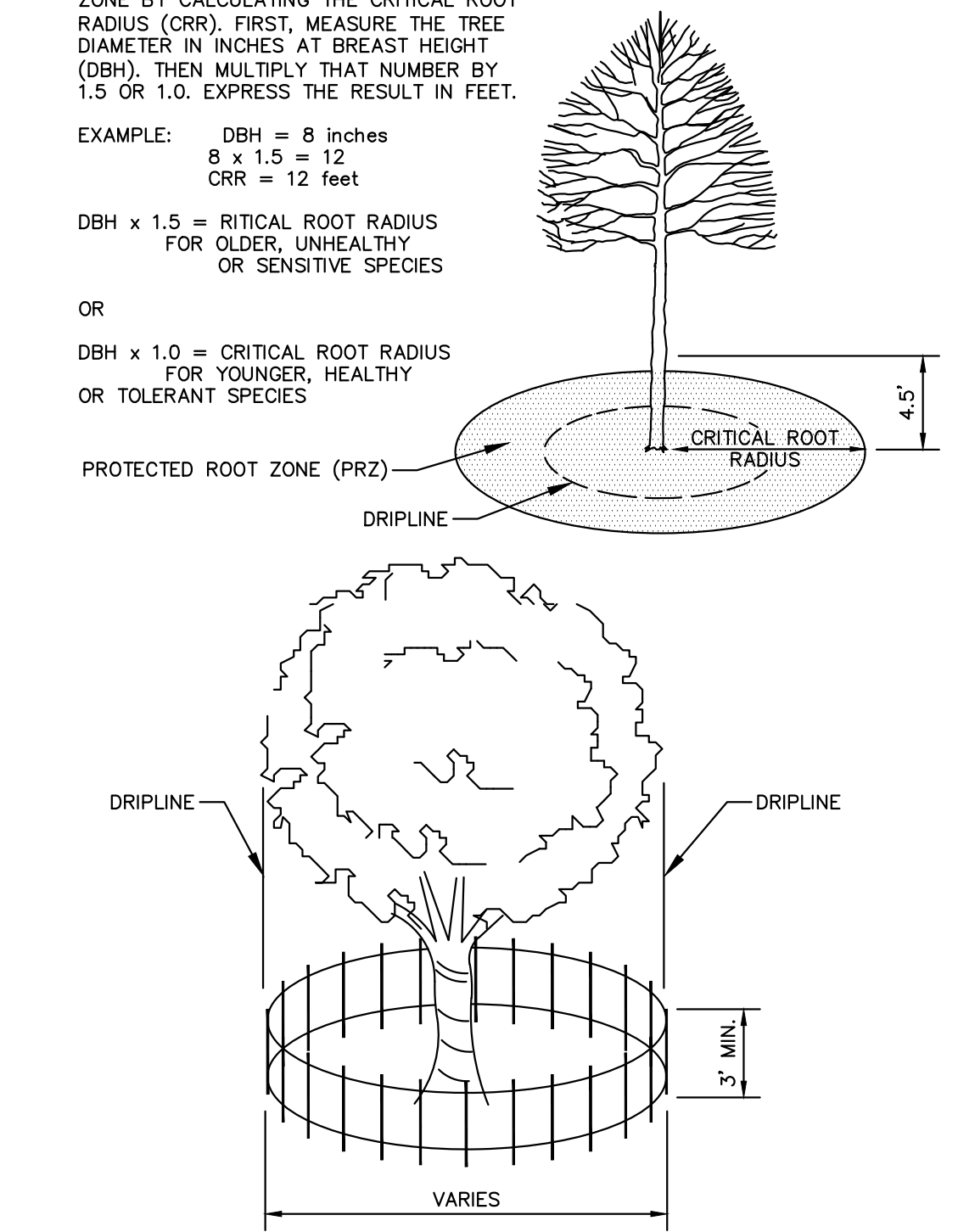
APPROXIMATE A TREE'S PROTECTED ROOT
ZONE BY CALCULATING THE CRITICAL ROOT
RADIUS (CRR). FIRST, MEASURE THE TREE
DIAMETER (IN INCHES) AT BREAST HEIGHT
(DBH), THEN MULTIPLY THAT NUMBER BY
1.5 OR 1.0. EXPRESS THE RESULT IN FEET.

EXAMPLE: DBH = 8 inches
8 x 1.5 = 12
CRR = 12 feet

DBH x 1.5 = CRITICAL ROOT RADIUS
FOR YOUNGER, HEALTHY
OR SENSITIVE SPECIES

OR

DBH x 1.0 = CRITICAL ROOT RADIUS
FOR OLDER, UNHEALTHY
OR TOLERANT SPECIES

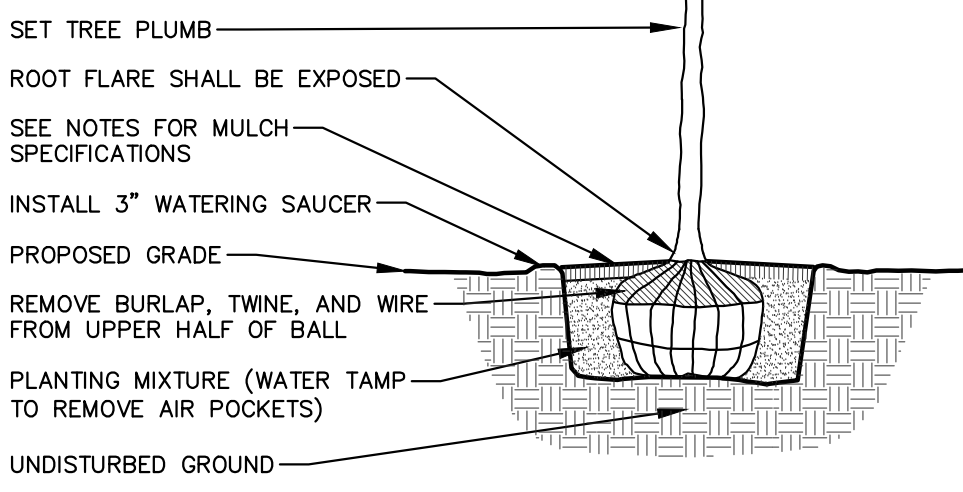


- NOTE:
- CONTRACTOR SHALL INSTALL TREE PROTECTION FENCING IN THE AREA SURROUNDING THE TREE WITHIN THE CRITICAL ROOT RADIUS
 - NO EXCAVATION IS PERMITTED WITHIN THE CRITICAL ROOT RADIUS
 - IF EXCAVATION WITHIN THE CRITICAL ROOT RADIUS OF ANY TREE IS NECESSARY, CONTRACTOR SHALL CONTACT CITY FORESTER PRIOR TO EXCAVATION TO ASSESS THE IMPACT TO THE TREE AND ROOT SYSTEM.

1
L2.0
NTS
TREE PROTECTION FENCING

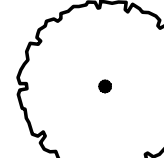
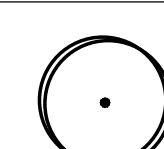
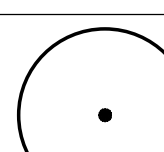
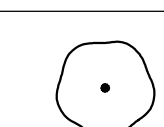
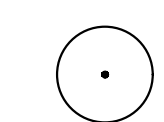
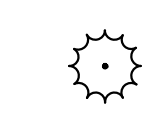
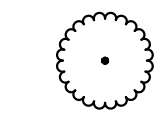
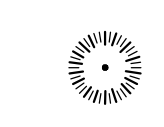
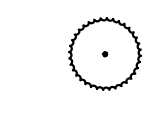
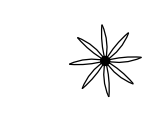
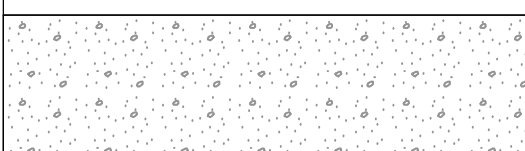
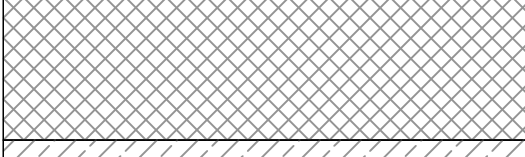
NOTE:

- DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATOR. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED.
- TREE PIT DIAMETER SHALL BE AT LEAST TWO-TIMES ROOT BALL DIAMETER IN ALL DIRECTIONS. SLOPE SIDES OF TREE PIT FROM PROPOSED GRADE TO BOTTOM OF ROOT BALL IN ALL DIRECTIONS.



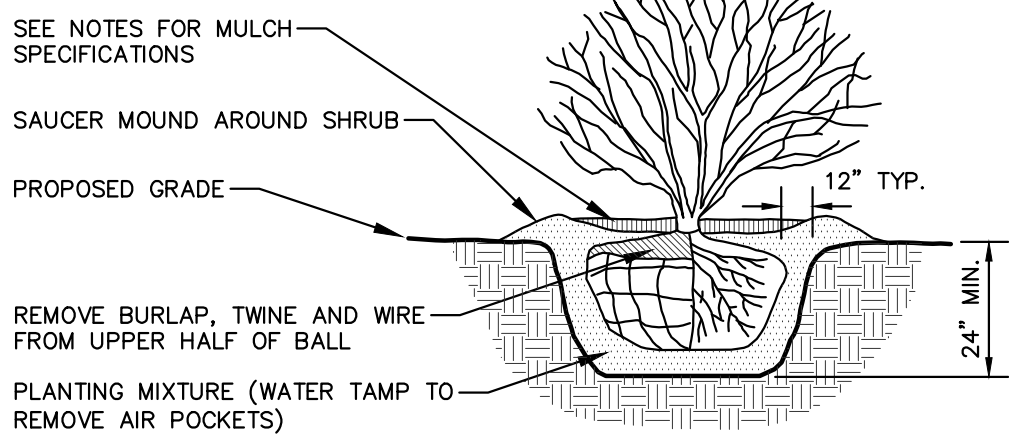
2
L2.0
NTS
DECIDUOUS TREE

PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING		QTY
	CAR FST	Carpinus betulus 'Fastigiata' / Pyramidal European Hornbeam	B & B	3"Cal		5
	COR GLO	Cornus mas 'Golden Glory' / Golden Glory Cornelian Cherry	B & B	2"Cal		1
	LIQ SLE	Liquidambar styraciflua 'Slender Silhouette' / Slender Silhouette Sweet Gum	B & B	3"Cal		6
	ULM PRI	Ulmus americana 'Princeton' / Princeton American Elm	B & B	3"Cal		2
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	SIZE AT PLANTING		QTY
	HYD YIH	Hydrangea paniculata 'SMNHPPH' TM / Limelight Prime Panicle Hydrangea	#05/5 gal.			7
	PHY J10	Physocarpus opulifolius 'Jefam' TM / Amber Jubilee Ninebark	#05/5 gal.			4
	PIN CUS	Pinus mugo 'Valley Cushion' / Valley Cushion Mugo Pine	#05/5 gal.			3
	RIB EUR	Ribes alpinum 'Europa' / Europa Alpine Currant	#05/5 gal.			8
ORNAMENTAL GRASSES	CODE	BOTANICAL / COMMON NAME	CONT	SIZE AT PLANTING		QTY
	PEN ALO	Pennisetum alopecuroides / Fountain Grass	#01/1 gal.			111
	PEN BUN	Pennisetum alopecuroides 'Little Bunny' / Little Bunny Fountain Grass	#01/1 gal.			41
PERENNIALS	CODE	BOTANICAL / COMMON NAME	CONT	SIZE AT PLANTING		QTY
	ECH CCO	Echinacea x 'Cleopatra' / Cleopatra Butterfly Coneflower	#01/1 gal.			118
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	CONT	SIZE AT PLANTING	SPACING	QTY
	LIR BIG	Liriope muscari 'Big Blue' / Big Blue Lilyturf	#01 (gal)		15" o.c.	382
PERENNIALS	CODE	BOTANICAL / COMMON NAME	CONT	SIZE AT PLANTING	SPACING	QTY
	KNI XPY	Kniphofia x 'Backdraft' TM / Backdraft Pyromania Red Hot Poker	#01/1 Gal.		30" o.c.	8
	SAL CAR	Salvia nemorosa 'Caradonna' / Cardonna Meadow Sage	#01/1 Gal.		24" o.c.	7
	SAL MAR	Salvia nemorosa 'Haeumanarc' TM / Marcus Meadow Sage	#01/1 Gal.		12" o.c.	203

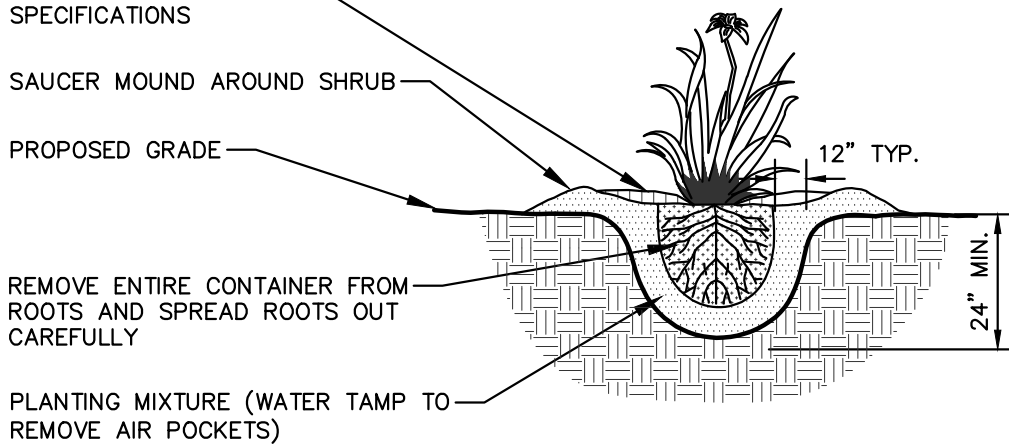
CONTRACTOR AND OWNER RESPONSIBILITY NOTES

- GUARANTEE:** THE CONTRACTOR SHALL GUARANTEE ALL PLANTS THROUGH ONE (1) YEAR AFTER ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PLANTS SHALL BE ALIVE AND IN HEALTHY AND FLOURISHING CONDITION AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL REPLACE (AT NO COST TO OWNER) ANY PLANTS THAT ARE DEAD OR NOT IN A VIGOROUS THRIVING CONDITION. REPLACEMENT PLANTS SHALL BE OF THE SAME KIND AND SIZE AS ORIGINALLY SPECIFIED UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE. RESTORE BEDS AS NECESSARY FOLLOWING PLANT REPLACEMENT, INCLUDING BUT NOT LIMITED TO BEDDING, EDGING, MULCH, ETC. REPLACE PLANTS DAMAGED AT TIME OF PLANTING. REPAIR AREAS DISTURBED IN ANY WAY DURING PLANT REPLACEMENT AT NO COST TO OWNER. CONTRACTOR SHALL PROVIDE A ONE (1)-YEAR STRAIGHTENING GUARANTEE FOR ALL TREES.
- CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.**
- MAINTENANCE:** (CONTRACTOR) FOR ALL PLANTINGS, SEEDED AND/OR SODDED LAWN AREAS - THE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AND LAWN AREAS FOR A MINIMUM TIME PERIOD OF 60 DAYS, UNTIL FINAL ACCEPTANCE BY OWNER'S REPRESENTATIVE. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY WATERING PLANTS AND LAWN/TURFGRASS DURING THIS 60 DAY ESTABLISHMENT PERIOD. CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF HEALTHY VIGOROUS PLANT MATERIALS AND LAWN/TURFGRASS GROWTH. CONTRACTOR IS ALSO RESPONSIBLE FOR ANY PRUNING OF PLANT MATERIALS, AND SHAPING AND/OR REPLACEMENT OR SUPPLEMENT OF DEFICIENT SHREDDED HARDWOOD BARK MULCH DURING THIS PERIOD. LONG TERM PLANT MATERIALS AND LAWN/TURFGRASS MAINTENANCE AND ANY PROGRAM FOR SUCH IS THE RESPONSIBILITY OF THE OWNER. ALL PLANTINGS AND LAWN/TURFGRASS AREAS SHALL BE MAINTAINED IN A MANICURED CONDITION UNTIL THE TIME WHEN THE OWNER'S ACCEPTANCE IS GIVEN.
- MAINTENANCE:** (OWNER) THE OWNER IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE, REPAIR AND REPLACEMENT OF ALL LANDSCAPING MATERIALS AND WEED BARRIER FABRIC AS NECESSARY FOLLOWING THE ONE (1) YEAR CONTRACTOR GUARANTEE PERIOD.



- NOTE:
- ROOT FLARE TO BE EXPOSED.

3
L2.0
NTS
DECIDUOUS/EVERGREEN SHRUB



- NOTE:
- ROOT FLARE TO BE EXPOSED

4
L2.0
NTS
PERENNIAL/ORNAMENTAL GRASS

GENERAL NOTES

- GENERAL:** ALL WORK IN THE R-O-W AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY REGULATORY AGENCIES. COARF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES PRIOR TO CONSTRUCTION. HAND DIG AND INSTALL ALL PLANTS THAT ARE NEAR EXISTING UTILITIES. PROTECT PREVIOUSLY INSTALLED WORK OF OTHER TRADES. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
- DELIVERY AND HANDLING:** DO NOT DELIVER MORE PLANT MATERIALS THAN CAN BE PLANTED IN ONE DAY, UNLESS ADEQUATE, APPROPRIATE AND SECURE STORAGE IS PROVIDED AND APPROVED BY OWNER'S REPRESENTATIVE. AT ALL TIMES, PROTECT ALL PLANT MATERIALS FROM WIND AND DIRECT SUN. DELIVER PLANTS WITH LEGIBLE IDENTIFICATION LABELS. PROTECT PLANTS DURING DELIVERY AND DO NOT PRUNE PRIOR TO DELIVERY. ALL TREES AND SHRUBS SHALL BE PLANTED ON THE DAY OF DELIVERY; IF THIS IS NOT POSSIBLE, PROTECT THE PLANT MATERIALS NOT PLANTED BY STORING THEM IN A SHADED, SECURE AREA, PROTECTING THE ROOT MASS WITH WET SOIL, MULCH, HAY OR OTHER SUITABLE MEDIUM. CONTRACTOR TO KEEP ALL PLANT MATERIALS ADEQUATELY WATERED TO PREVENT ROOT DESICCATION. DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING. DO NOT PICK UP CONTAINER OR BALLED PLANTS BY STEM OR ROOTS. ALL PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE CONTAINER OR BALL. PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED BEST HORTICULTURAL PRACTICES.
- MATERIALS - PLANTS:** ALL PLANTS SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST 2 YEARS. PLANTS SHALL BE FRESHLY DUG (DURING THE MOST RECENT FAVORABLE HARVEST SEASON). PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS, AND SYMMETRY. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF PESTS AND INSECTS (ADULT EGGS, PUPAE OR LARVAE). THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH OR PREMATURE MORTALITY. PLANTS SHALL BE OF THE HIGHEST QUALITY, POSSESS TYPICAL GROWTH HABITS AND FORM FOR THEIR SPECIES AND BE FREE OF INJURY, PARKWAY TREES AND PARKING LOT TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF SIX (6) FEET ABOVE THE GROUND TO ALLOW ADEQUATE VISUAL AND PHYSICAL CLEARANCE.
- PRUNING:** THE CONTRACTOR SHALL PRUNE ALL TREES AND REPAIR ANY INJURIES THAT OCCURRED DURING THE PLANTING PROCESS. DOUBLE LEADERS, DEAD BRANCHES, AND LIMBS DAMAGED OR BROKEN DURING THE PLANTING PROCESS, SHALL BE PRUNED. THIS SHALL BE THE ONLY PRUNING ALLOWED AT PLANTING. PRUNING SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR TREE CARE OPERATIONS, ANSI A300. PRUNE TREES IN ACCORDANCE WITH NAA GUIDELINES. DO NOT TOP. PRUNE SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES. ON CUTS OVER 3/4" IN DIAMETER AND BRUISES OR SCARS ON BARK, TRACE THE INJURED CAMBIUM LAYER BACK TO LIVING TISSUE AND REMOVE. SMOOTH AND SHAPE WOUNDS SO AS NOT TO RETAIN WATER. TREAT THE AREA WITH AN APPROVED INCONSPICUOUS LATEX BASED ANTISEPTIC TREE PAINT, IF PRUNING OCCURS "IN SEASON". DO NOT PRUNE ANY OAK TREES DURING THE MONTHS FROM APRIL TO OCTOBER.
- CLEANUP:** THE WORK AREA SHALL BE KEPT SAFE AND NEAT AT ALL TIMES. DISPOSED OF EXCESS SOIL, REMOVE ALL CUTTINGS AND WASTE MATERIALS, SOIL AND BRANCHES, BIND AND WRAP THESE MATERIALS, ANY REJECTED PLANTS, AND ANY OTHER DEBRIS RESULTING FROM ALL PLANTING TASKS AND PROMPTLY CLEAN UP AND REMOVE FROM THE PROJECT SITE. UNDER NO CIRCUMSTANCES SHALL THE ACCUMULATION OF SOIL, BRANCHES OR OTHER DEBRIS BE ALLOWED UPON A PUBLIC PROPERTY IN SUCH A MANNER AS TO RESULT IN A PUBLIC SAFETY HAZARD OR DAMAGE. LIKEWISE, UNDER NO CIRCUMSTANCES SHALL ANY DEBRIS OR INCIDENTAL MATERIALS BE ALLOWED UPON ADJACENT PRIVATE PROPERTY.
- ANY SUBSTITUTIONS IN PLANT TYPE, LOCATION, OR SIZE SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.**
- CONTRACTOR TO VERIFY PLANT MATERIAL QUANTITIES AND SQUARE FOOTAGES. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE OVER THOSE ON SCHEDULE.**

LANDSCAPE MATERIAL NOTES

- MATERIALS - PLANTING MIXTURE:** ALL HOLES EXCAVATED FOR TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES SHALL BE BACKFILLED WITH TWO (2) PARTS TOPSOIL, ONE (1) PART SAND AND ONE (1) PART COMPOST. SOIL MIXTURE SHALL BE WELL BLENDED PRIOR TO INSTALLATION.
- MATERIALS - TOPSOIL:** TOPSOIL TO BE CLEAN, FRIABLE LOAM FROM A LOCAL SOURCE, FREE FROM STONES OR DEBRIS OVER 3/4" IN DIAMETER, AND FREE FROM TOXINS OR OTHER DELETERIOUS MATERIALS. TOPSOIL SHALL HAVE A pH VALUE BETWEEN 6 AND 7. TOPSOIL AND PLANTING SOIL SHALL BE TESTED TO ENSURE CONFORMANCE WITH THESE SPECIFICATIONS AND SHALL BE AMENDED TO MEET THESE SPECIFICATIONS. PROVIDE TEST RESULTS TO OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT. DO NOT PLACE FROZEN OR MUDDY TOPSOIL. APPLY SOIL AMENDMENTS TO ALL LANDSCAPE AREAS PER SOIL TEST.
- MATERIALS - SHREDDED HARDWOOD BARK MULCH:** ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE CERTIFIED WEED FREE, SHREDDED HARDWOOD BARK MULCH INSTALLED TO A MINIMUM AND CONSISTENT DEPTH OF 3-INCHES. SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED BARRIER FABRIC.
- MATERIALS - TREE & SHRUB RINGS:** ALL TREES AND/OR SHRUBS PLANTED IN SEEDED LAWN AREAS TO BE INSTALLED WITH A MINIMUM 4" DIAMETER SHREDDED HARDWOOD BARK MULCH TREE RING SPREAD TO A CONSISTENT DEPTH OF 3-INCHES. ALL TREE RINGS SHOULD BE INSTALLED WITH A 5" DEPTH SHOVEL CUT EDGE, ANGLED 45 DEGREES INTO SOIL AT A 5" DIAMETER ABOUT THE CENTER OF THE TREE PLANTING. A PRE-EMERGENT GRANULAR HERBICIDE WEED-PREVENTER SHOULD BE MIXED WITH MULCH USED TO INSTALL TREE RING AS WELL AS TOPICALLY APPLIED TO COMPLETED INSTALLATION OF TREE RING.
- MATERIALS - TREE PROTECTION:** ALL TREES TO BE INSTALLED WITH LOPE TREE GUARDS AS MANUFACTURED BY A.M. LEONARD HORTICULTURAL TOOL & SUPPLY CO., OR APPROVED EQUAL.
- MATERIALS - (ALTERNATE 1): TREE WATERING BAGS:** ALL TREES TO BE INSTALLED WITH ONE (1) WATER BAG, PRODUCT TO BE "TREE GATOR SLOW RELEASE WATERING BAG", PRODUCT NO. 98183-R OR APPROVED EQUAL. INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

SEEDING & SODDING NOTES

- MATERIALS - TURFGRASS SEED:** DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND EARTH CARPETS "MADISON PARKS" GRASS SEED, OR EQUIVALENT AS APPROVED BY THE OWNER'S REPRESENTATIVE, INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. IN ADDITION TO TURFGRASS SEED, ANNUAL RYE SHALL BE APPLIED TO ALL DISTURBED AREAS AT A RATE OF 1 1/2 LBS PER 1000 SQUARE FEET. FERTILIZE AND MULCH PER MANUFACTURER'S RECOMMENDATIONS. MULCH SHALL BE CERTIFIED NOXIOUS WEED SEED-FREE.
- MATERIALS - SOD:** DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND A PREMIUM GRADE TURFGRASS SOD. ONLY IMPROVED TYPES OF SOD (ETI) ARE ACCEPTABLE. TURFGRASS SHALL BE MACHINE CUT AT A UNIFORM THICKNESS OF .60 INCH, PLUS OR MINUS .25 INCH, AT TIME OF CUTTING. MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH. LARGE ROLL TURFGRASS SOD SHALL BE CUT TO THE SUPPLIER'S STANDARD WIDTH (36-48 INCHES) AND LENGTH. BROKEN PADS AND TORN OR UNEVEN EDGES WILL NOT BE ACCEPTABLE. STANDARD SIZE SECTIONS OF TURFGRASS SOD SHALL BE STRONG ENOUGH SO THAT THEY CAN BE PICKED UP AND HANDLED WITHOUT DAMAGE. TURFGRASS SOD SHALL NOT BE HARVESTED OR TRANSPORTED WHEN MOISTURE CONTENT IS EXCESSIVELY DRY OR WET, AS THIS MAY ADVERSELY AFFECT ITS SURVIVAL. POST-PLANT IRRIGATION WILL BE NECESSARY TO ENSURE SOD STAYS ALIVE AND ROOTS INTO SOIL. THE CONTRACTOR IS RESPONSIBLE FOR WATERING SOD UNTIL TIME OF ACCEPTANCE BY THE OWNER. TURFGRASS SOD SHALL BE HARVESTED, DELIVERED, AND INSTALLED/TRANSPORTED WITHIN A PERIOD OF 24 HOURS. TURFGRASS SOD SHALL BE RELATIVELY FREE OF THATCH, UP TO 0.5 INCH ALLOWABLE (UNCOMPRESSED); TURFGRASS SOD SHALL BE REASONABLY FREE (10 WEEDS/100 SQ. FT.) OF DISEASES, NEMATODES AND SOIL-BORNE INSECTS. ALL TURFGRASS SOD SHALL BE FREE OF GRASSY AND BROAD LEAF WEEDS AND WEED SEED. THE SOD SUPPLIER SHALL MAKE REPRESENTATIONS TO THE CONTRACTOR REGARDING WATERING SCHEDULE. THE WATERING SCHEDULE SHOULD BEGIN IMMEDIATELY AFTER SOD IS INSTALLED.

PROJECT:
BAY CITY LOFTS
216 S. MILITARY AVE.
GREEN BAY, WI

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Oregon, WI 53575

ARCHITECT:
KORB + ASSOCIATES
ARCHITECTS
648 N. PLANKINTON AVE
SUITE 240
MILWAUKEE, WI 53203

CIVIL ENGINEER:
JSD PROFESSIONAL
SERVICES, INC.
7402 STONE RIDGE DRIVE
WESTON, WI 54476

STRUCTURAL ENGINEER:
SPIRE ENGINEERING, INC.
305 N Plankinton Avenue
Suite 101
Milwaukee, WI 53203

DATE REVISION

DESIGN REVIEW - NOT FOR CONSTRUCTION -

PROJ. NO.	220204
SCALE	AS INDICATED
PHASE	85% CONSTR. DOC.
DATE	10.14.2022

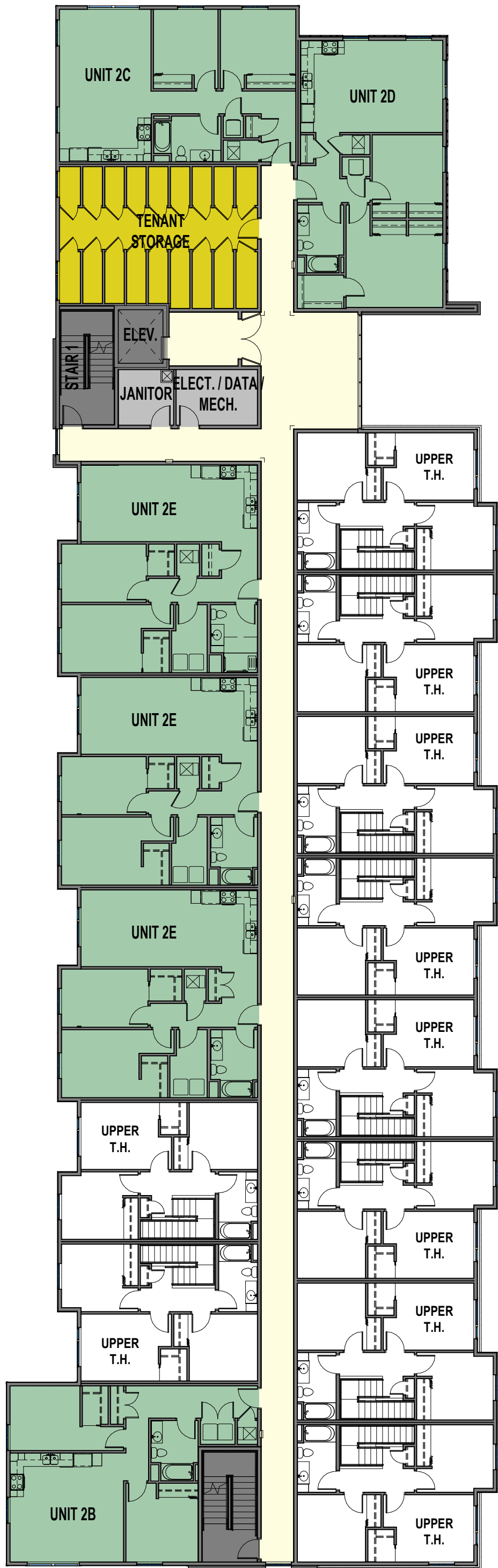
LANDSCAPE
NOTES & DETAILS

L2.0

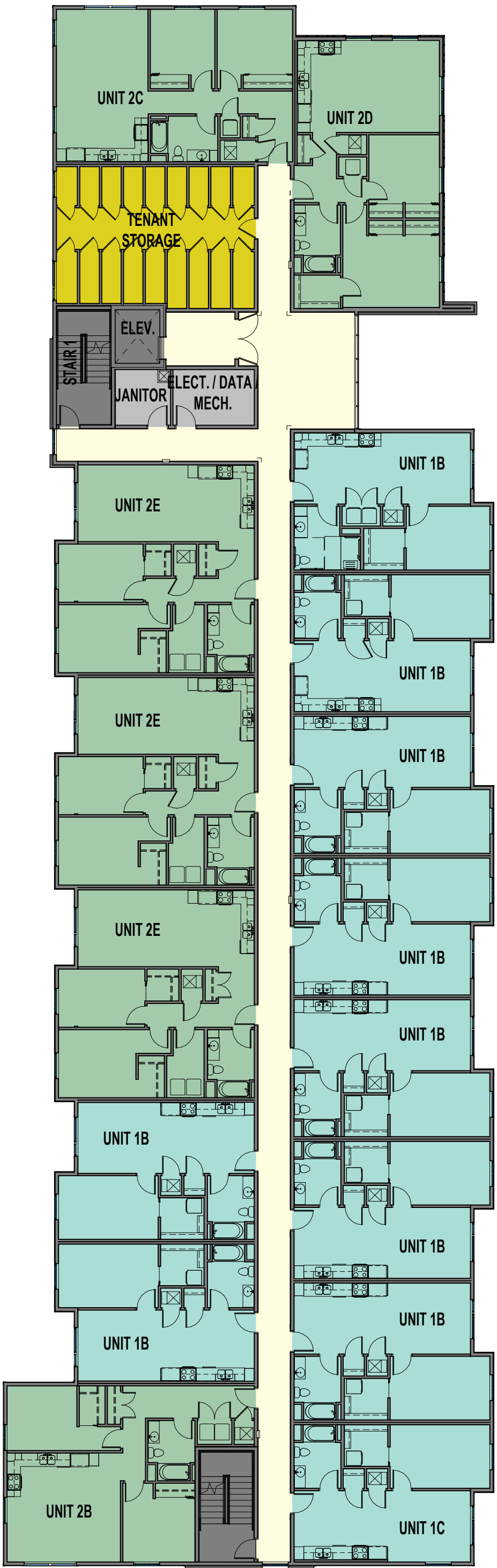
Exhibit A



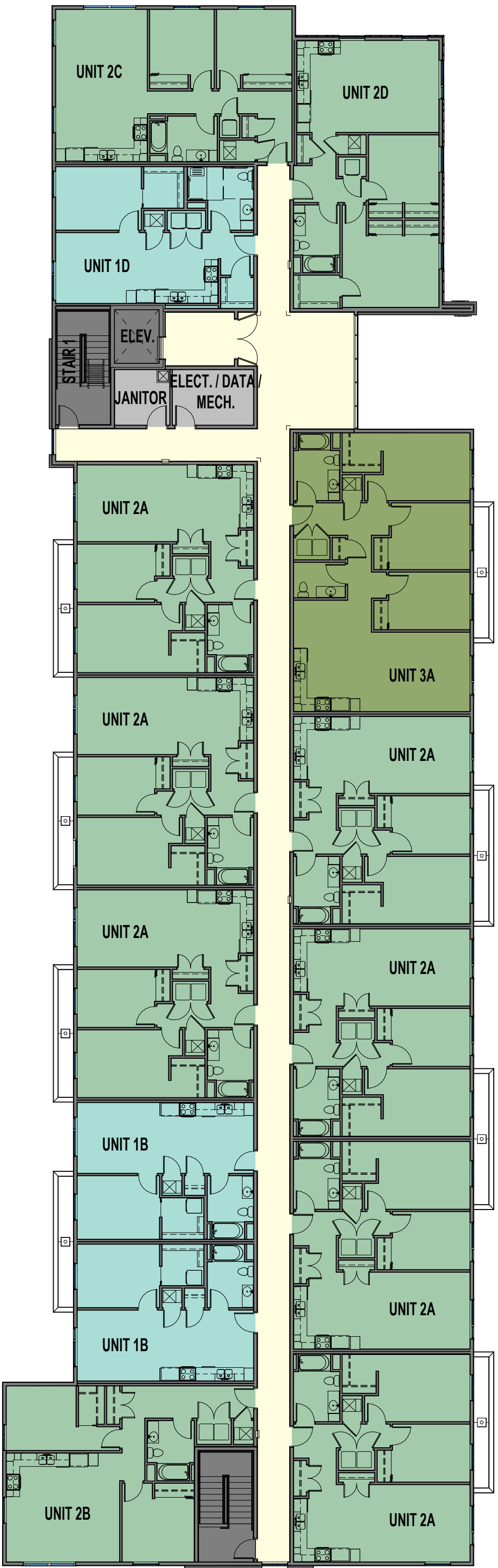
FIRST FLOOR PLAN



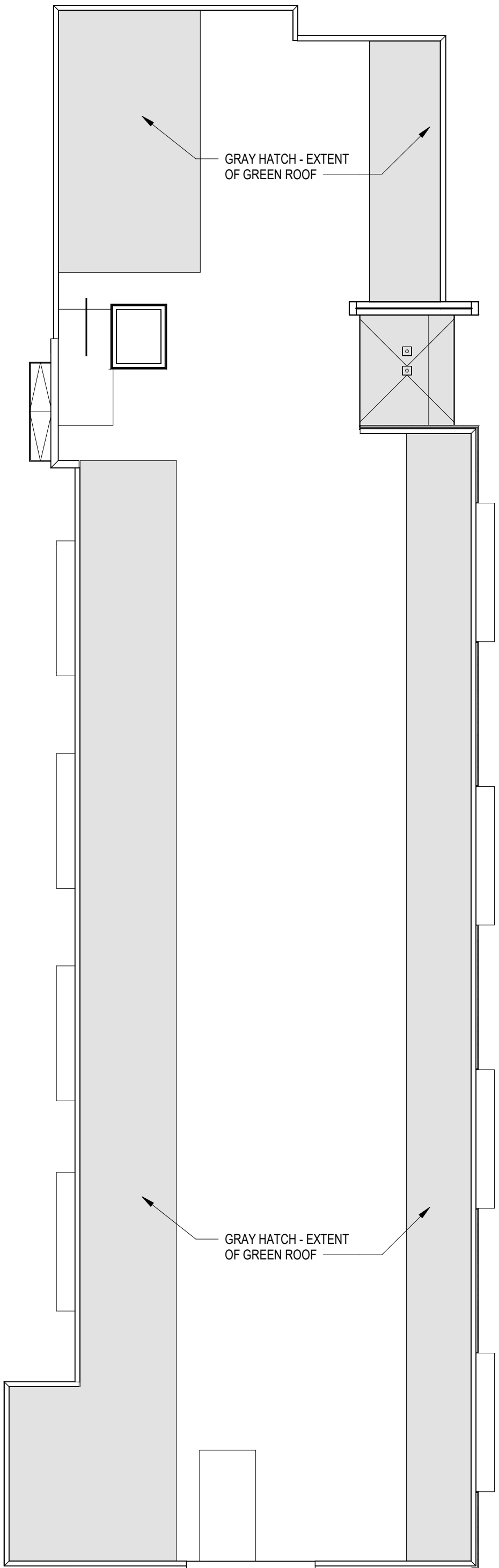
SECOND FLOOR PLAN



THIRD FLOOR PLAN



FOURTH FLOOR PLAN



ROOF PLAN

UNIT SUMMARY		
UNIT	Beds/Baths	Unit Type
UNIT 308	1BR 1BA	1C
UNIT 307	1BR 1BA	1B
UNIT 306	1BR 1BA	1B
UNIT 305	1BR 1BA	1B
UNIT 304	1BR 1BA	1B
UNIT 303	1BR 1BA	1B
UNIT 302	1BR 1BA	1B
UNIT 301	1BR 1BA	1B
UNIT 311	1BR 1BA	1B
UNIT 310	1BR 1BA	1B
UNIT 412	1BR 1BA	1D
UNIT 407	1BR 1BA	1B
UNIT 408	1BR 1BA	1B
1BR 1BA: 13		
UNIT 209	2BR 1BA	2B
UNIT 212	2BR 1BA	2E
UNIT 213	2BR 1BA	2E
UNIT 214	2BR 1BA	2E
UNIT 215	2BR 1BA	2C
UNIT 216	2BR 1BA	2D
UNIT 109	2BR 1BA	2B
UNIT 112	2BR 1BA	2A
UNIT 316	2BR 1BA	2D
UNIT 315	2BR 1BA	2C
UNIT 314	2BR 1BA	2E
UNIT 313	2BR 1BA	2E
UNIT 312	2BR 1BA	2E
UNIT 309	2BR 1BA	2B
UNIT 413	2BR 1BA	2C
UNIT 414	2BR 1BA	2D
UNIT 402	2BR 1BA	2A
UNIT 403	2BR 1BA	2A
UNIT 404	2BR 1BA	2A
UNIT 405	2BR 1BA	2A
UNIT 406	2BR 1BA	2B
UNIT 409	2BR 1BA	2A
UNIT 410	2BR 1BA	2A
UNIT 411	2BR 1BA	2A
2BR 1BA: 24		
UNIT 101.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 102.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 103.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 104.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 105.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 106.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 107.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 108.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 110.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 111.1 (LOWER)	3BR 1.5BA	TH-A
UNIT 401	3BR 1.5BA	3A
3BR 1.5BA: 11		
TOTAL OF ALL UNITS: 48		

NOT FOR CONSTRUCTION



KEYNOTE	DESCRIPTION
04 CSTN-1	04 T2 00 / CAST STONE SILL - TO MATCH CORDOVA BUFF
04 FBR-1	04 26 13 / FACE BRICK - UTILITY SIZE
04 STN-1	04 43 13 13 / ANCHORED STONE MASONRY VENEER
07 FCB-1	07 46 46 / FIBER CEMENT RAINSCREEN
07 MP-1	07 46 19 / METAL PANEL
07 SDG-1	07 46 46 / FIBER CEMENT LAP SIDING
07 SMF-2	07 62 00 / SHEET METAL FLASHING - PREFINISHED ALUMINUM
08 AFS-2	08 41 13 / ALUMINUM FRAMING SYSTEM - EXTERIOR, THERMALLY BROKEN
08 VWS-1	08 53 13 / VINYL WINDOW SYSTEM





PERSPECTIVE - S. MILITARY AVE NE CORNER



PERSPECTIVE - SOUTH WEST CORNER



PERSPECTIVE - S. MILITARY AVE ENTRY



PERSPECTIVE - S. MILITARY AVE SOUTH EAST CORNER



PERSPECTIVE - NORTH WEST CORNER

ZONING ORDINANCE NO. 03-23

AN ORDINANCE CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY ON THE 1100 BLOCK OF EAST WALNUT 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 establishing a Planned Unit Development Overlay District on the following described properties, as also depicted on Exhibit A - Location Map:

Parcel Identification and Legal Description:

Parcel No.	Address	Legal Description
14-195	1147 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 748
14-196	1159 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 749
14-197	1161 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 750
14-198	1165 E Walnut Street, Green Bay, WI	0.101 AC M/L PLAT OF NAVARINO W 26.5 FT OF LOT 751
14-199	1167 E Walnut Street, Green Bay, WI 54301	0.101 AC M/L PLAT OF NAVARINO E 26.5 FT OF LOT 751
14-200	1173 E Walnut Street, Green Bay, WI 54301	0.202 AC M/L PLAT OF NAVARINO LOT 752
14-201	1177 E Walnut Street, Green Bay, WI 54301	0.137 AC M/L PLAT OF NAVARINO S 112 FT OF LOT 753
14-202	111 N Roosevelt Street, Green Bay, WI 54301	0.065 AC M/L PLAT OF NAVARINO N 53 FT OF LOT 753

Land Area comprises approximately 52,795 square feet/1.21 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 mixed-use apartment building with 43 living units and no greater than 5,000 square feet of office/community service space. The overall appearance and design of the site, site improvements and the building shall be in substantial conformance 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; seven (7) that front East Walnut Street and one (1) that fronts North Roosevelt Street, 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 uses (within a single structure):
 - a. 43 residential dwelling units consisting of five (5) one-bedroom, twenty-six (26) two-bedroom, and twelve (12) three-bedroom units.
 - b. No greater than 5,000 square foot office space/community service facility.
 - 2. Accessory uses customarily associated with multiple family dwelling and office space including lobby, mail room, janitorial services, community room, resident storage areas, office space associated with the residential use, home occupations, childcare for residents, 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 and office principal uses 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 52,795 square feet/1.21 acres
 - b. Floor Area Ratio (FAR) Range: 1.0-1.5
 - c. Maximum Impervious Surface: 80%
 - d. Accessory building(s) shall be regulated as if in the OR Office Residential Zoning District.
 - 2. Building
 - a. Front Yard Setbacks
 - 1. East Walnut Street: 5 feet
 - 2. North Roosevelt Street: 5 feet
 - b. Side Yard Setback (west lot line): 7 feet

- c. Rear Yard Setbacks (north lot line): 8 feet
- d. Maximum Height: Principal building shall not exceed 45 feet in height.
- 3. Surface Parking/Refuse Enclosure.
 - a. Front Yard Setbacks
 - 1. East Walnut Street: Shall be located with building situated in front of the parking facility
 - 2. North Roosevelt Street: 5 feet
 - b. Side Yard Setback (west lot line): 5.5 feet
 - c. Rear Yard Setbacks (north lot line): 6 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 North Roosevelt Street approximately 115 feet north of the East Walnut Street intersection.
- 2. Development shall provide a minimum of 56 parking spaces
 - a. 6 may be "stacked" but must be assigned to 6 of the three-bedroom units.
 - b. 40 stalls shall be dedicated to residents.
 - c. 10 stalls shall be dedicated/assigned to the office uses but may, at the discretion of the property owner, be assigned to residents during evening hours.
- 3. Bicycle parking shall be provided near the northern pedestrian entrance.
- 4. 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 fiber cement siding with the following considerations:
 - 1. Brick or brick veneer knee wall on the south elevation, and portions of the west and east elevations as depicted on Exhibit C.
 - 2. Brick or brick veneer will be incorporated into the design of the first floor of the office portion of the building as depicted on Exhibit C.
 - 3. Siding shall be both vertical and horizontal as well as siding panels be incorporated to help differentiate components of the structure, break up the mass of single material and provide relief and interest to the building's exterior.

- 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 of the OR Office Residential Zoning District, 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 shall include the installation of a 6-foot-tall opaque vinyl fence running along the entire west and north property lines, excluding front yard building setbacks.
- 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 _____, 2023.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

db:

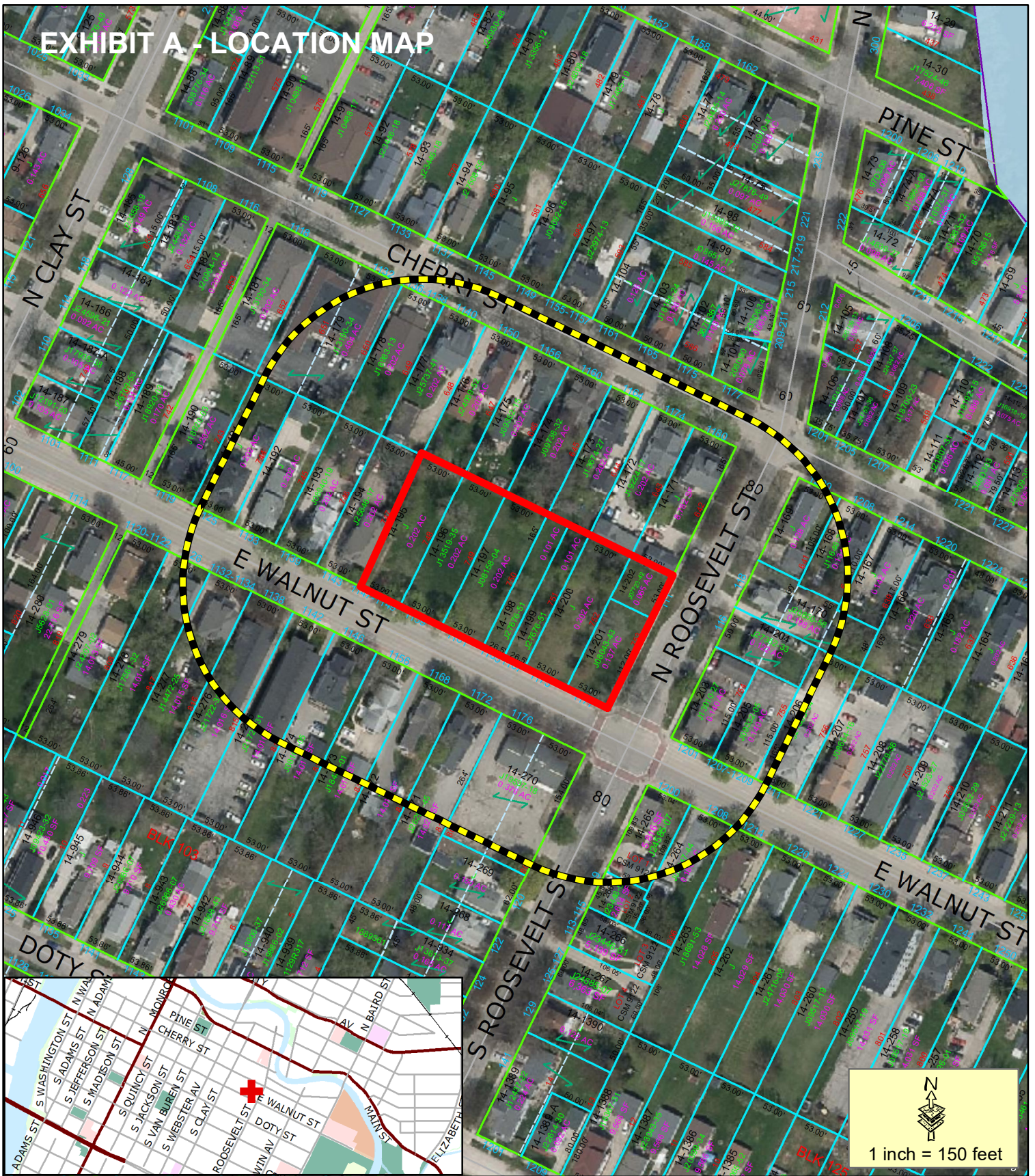
Attachments:

Exhibit A – Location Map

Exhibit B – Conceptual Site Plan

Exhibit C – Conceptual Building Elevations

EXHIBIT A - LOCATION MAP



Proposed PUD



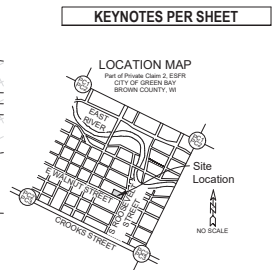
200' Property Owner Notice

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 23-03) Proposed Planned Unit Development (PUD) at 1100 Block East Walnut St



1	2	3	4	5	6	7	8	9
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[illegible]

**DAVEL ENGINEERING &
ENVIRONMENTAL, INC.**
Civil Engineers and Land Surveyors
1184 Province Terrace, Menasha, WI 54952
Ph: 920-991-1888 Fax: 920-441-6864
www.davel.pro

1/27/2023 10:51 AM J:\Projects\7485\or\deg\Looney\City East Landscape Concept.deg Printed by: tim

SHEET INFORMATION

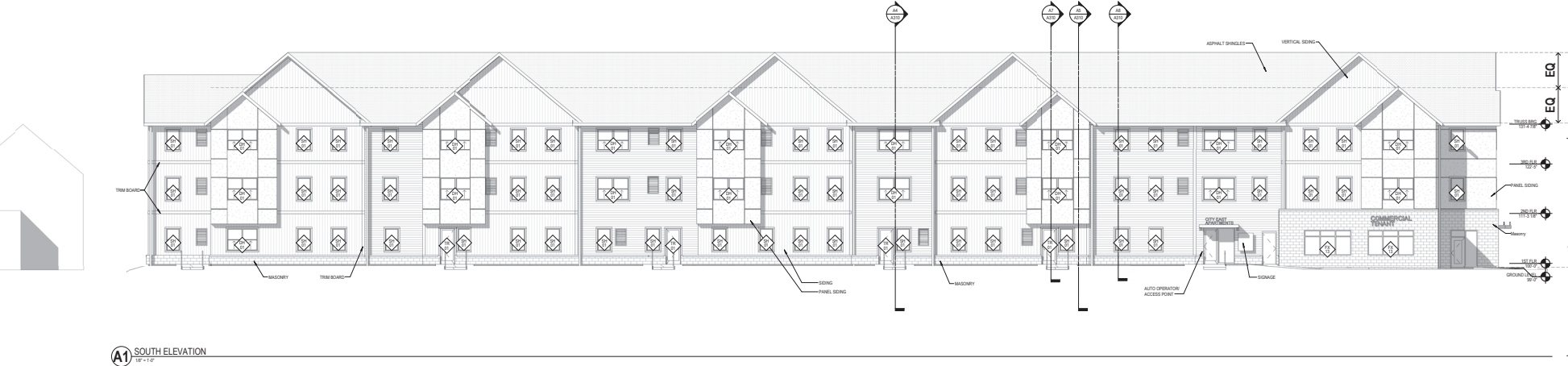
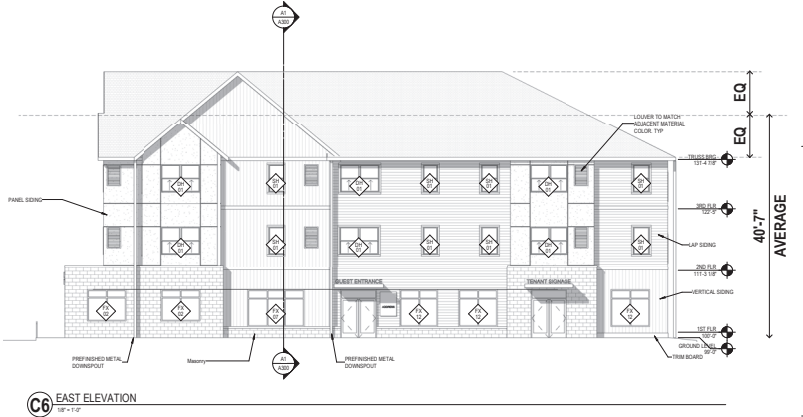
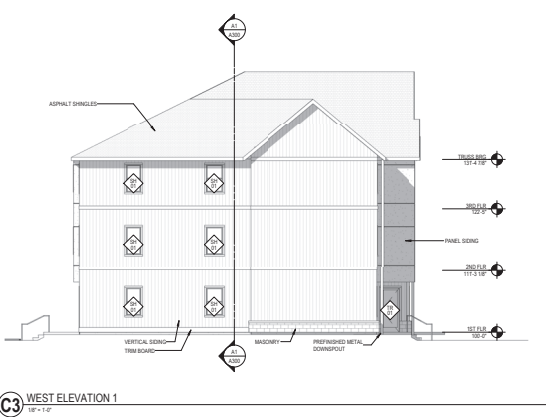
LANDSCAPING
Concept Plan
L100

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EXHIBIT C.1 - CONCEPTUAL ELEVATIONS

SHEET NOTES - EXTERIOR ELEVATIONS	
1	SEE KEY PLAN FOR CONSTRUCTION DETAILS AND NOTES.
2	PROVIDE CONTINUOUS SEALANT AND BARRIER ROOF AT ALL PRECAST CONCRETE JOINTS.
3	ALL BRICK AND OTHER COMPONENTS OF PRECAST TILES MUST BE MATCHED.
4	EXTERIOR FINISHES ON BUILDINGS MUST BE COORDINATED AND APPROVED BY THE CITY OF GREEN BAY.
5	PROVIDE CORNER AND EDGING FINISHES.
6	ALL VERTICAL SINKING JOINTS SHALL BE MATCHED TO ADJACENT JOINTS.
7	ALL SINKING JOINTS SHALL BE 1/2" DEEP.
8	ALL SINKING JOINTS SHALL BE 1/2" DEEP.

KEYNOTES PER SHEET	
EQ	ASPHALT SHINGLES
EQ	2" X 4" STUDS
EQ	PANEL BOARD
EQ	VERTICAL BOARD
EQ	TRIM BOARD
EQ	PREPARED METAL DOWNPOUT
EQ	GLASS TO MATCH ADJACENT MATERIAL COLOR TYP
EQ	GLASS



333 East Chicago Street
Milwaukee, WI 53202
(414) 271-0330
www.eua.com

milwaukee | madison | green bay | deerfield | atlanta

KEY PLAN	
DATE	DESCRIPTION

ISSUANCE AND REVISIONS	
DATE	DESCRIPTION

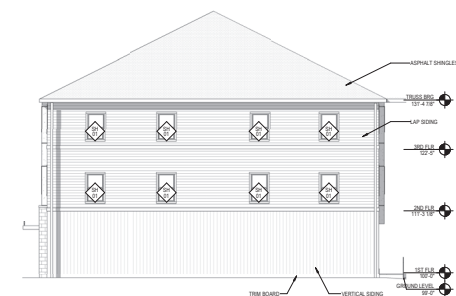
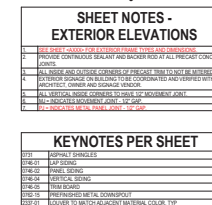
PROGRESS DOCUMENTS
NOT FOR CONSTRUCTION

PROJECT INFORMATION	
CITY EAST APARTMENTS	
1177 WALNUT ST. GREEN BAY, WI 54301	
PROJECT NUMBER:	121965
PROJECT MANAGER:	CR

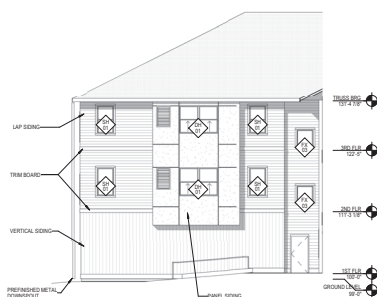
SHEET INFORMATION	
SHEET NAME:	EXTERIOR ELEVATIONS
SHEET NUMBER:	A200

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1	2	3	4	5	6	7	8	9
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B1 NORTH ELEVATION 1
1/8" = 1'-0"



A5 WEST ELEVATION 2
18" x 7-0"



A3 NORTH ELEVATION 2
1/8" = 1'-0"

GENERAL ORDINANCE NO. XX-22

**AN ORDINANCE
REPEALING AND RECREATING CHAPTER 4,
GREEN BAY MUNICIPAL CODE,
RELATING TO ALCOHOL BEVERAGES**

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

SECTION 1. Chapter 4, Green Bay Municipal Code, is hereby repealed and recreated to read:

Sec. 4-1. Definitions.

Except as provided in this section, the terms and phrases in this chapter shall have the meanings given in Wis. Stats. § 125.02, as amended from time to time. The following terms and phrases shall have the following meanings:

Granted license means a license approved for issuance by the Common Council.

Inoperative license means a license that has been issued to the licensee but under which the licensed activity is not occurring on the licensed premises.

License means a written authorization for the sale of alcohol issued by the Clerk.

Licensed patio means an area immediately adjacent to a licensed premises, not including any part of a public right-of-way, which is licensed for the sale and consumption of alcohol beverages.

Outdoor area means a licensed patio, or any other outdoor area used in conjunction with a licensed premises.

Picnic license has the meaning ascribed to Temporary Class “B” licenses in Wis. Stats. § 125.26(6).

Sec. 4-2. Wisconsin Statutes Chapter 125 incorporated by reference.

Wis. Stats. Ch. 125 is hereby adopted and incorporated by reference in this chapter as if fully set forth herein. Future amendments, revisions, or modifications of Wis. Stats. Ch. 125 are also adopted prospectively, incorporated herein, and intended to become a part of this chapter. Any provisions of this chapter not contained in Wis. Stats. Ch. 125 and not in conflict therewith are intended as additional regulations for the sale of alcohol beverages in the City.

Sec. 4-3. License classes.

The Council is hereby authorized to grant the following licenses:

- (1) *Class “A” (beer) license*. Authorizes the retail sale of fermented malt beverages, in original packages, containers, and bottles, for consumption off the premises where sold.
- (2) *“Class A” (liquor) license*. Authorizes the retail sale of intoxicating liquor, in original packages and containers, for consumption off the premises where sold.

- (3) “Class A” (cider only) license. Authorizes the retail sale of cider, an alcohol beverage made from the fermentation of the juice of apples or pears and that contains not less than 0.5% alcohol by volume and not more than 7% alcohol by volume, for the consumption off the premises.
- (4) *Class “B” (beer) license.* Authorizes the retail sale of fermented malt beverages to be consumed either on or off the premises where sold.
- (5) *“Class B” (liquor) license.* Authorizes the retail sale of intoxicating liquor, by the glass and not in the original package or container, for consumption on the premises where sold or for consumption off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal before it is removed from the premises. Also authorizes the sale of wine or intoxicating liquor, in the original package or container and in any quantity, to be consumed off the premises where sold.
- (6) “Class B” combination license. License that is issued to a premise that applies for both a Class “B” (beer) and a “Class B” (liquor) license.
- (7) *Wineries.* A “Class B” license issued to a winery authorizes the sale of wine to be consumed by the glass or in opened containers on the premises where sold or off the premises if the licensee seals the container of wine with a tamper-evident seal before the wine is removed from the premises. It also authorizes the sale of wine in the original package or container to be consumed off the premises where sold but does not authorize the sale of fermented malt beverages or any intoxicating liquor other than wine.
- (8) *“Class C” (wine) license.* Authorizes the retail sale of wine by the glass or in an opened original container for consumption on the premises where sold.
- (9) *Picnic license.* A license issued for a period not to exceed four (4) consecutive days to bona fide clubs, county or local fair associations, or agricultural societies, churches, lodges, or societies that have been in existence for not less than six (6) months prior to the date of the application, or to veteran organizations or posts, authorizing them to sell fermented malt beverages and wine containing not more than six (6) percent alcohol by volume at a particular picnic, gathering, or meeting, or during a fair conducted by a fair association or an agricultural society. All applications for a picnic license shall be filed with the Clerk at least five (5) days prior to the event. An application for a Picnic License may be submitted as early as November 1 of the prior year.
- (10) *Wine Walk.* The Clerk will accept applications for special event wine walks for the upcoming year December 1 through December 15. If more than two applications are received, the Protection and Policy Committee shall recommend two permits for approval by the Common Council. If two applications that can be granted are not approved, a qualifying organization may apply after December 5, on a first-come, first-served basis.

Sec. 4-4. License applications.

- (a) *Generally.* An application for a license must comply with the following requirements.
 - (1) *Deadline.* Consistent with Wis. Stats. § 125.04(3)(f), all applications for licenses to sell alcohol beverages shall be filed with the Clerk at least fifteen (15) days prior to the granting of the license.

- (2) *Receipt*. All licenses are received on a first come basis, subject to completeness. Complete applications will be issued a date and time received.
- (3) *Time limitation*. An application shall not be valid after the license year for which it is filed.
- (4) *Complete Application*. An application for a license must contain the following documents and publication fee. Applications lacking any of the required documents or received without payment shall not be accepted by the Clerk.
- a. Applications shall be made upon forms provided by the Clerk, which shall be completed in their entirety.
 - b. Original Alcohol Beverage Retail License Application.
 - c. Liquor Auxiliary Questionnaire. Each person listed by each applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.
 - d. Appointment of Agent for corporations and not-for-profit organizations.
 - e. Driver's license or photo ID for each person required to fill out an auxiliary questionnaire.
 - f. *Property interest*. Applications shall be accompanied by proof of one of the following:
 1. Ownership of the premises to be licensed.
 2. A valid option to purchase the premises to be licensed.
 3. A valid lease for the premises to be licensed for the term of the license.
 4. A valid option to lease the premises to be licensed for the term of the license.
 - g. For individuals, partners, or agents, a copy of the Responsible Beverage Server course certification issued in the past two years or a copy of a current operator's license issued in the last two years, or proof of agency for another establishment.
 - h. Surrender form from present license holder (if applicable).
 - i. Wisconsin Seller's Permit issued by the Wisconsin Department of Revenue. The legal entity on the Seller's Permit must match the legal entity on the Original Alcohol Beverage Retail License Application.
 - j. Floor plan for the facility. Hand drawn diagrams are acceptable.
 - k. Picture of outdoor premise (if applicable).
 - l. Security Plan
 - m. *Payment*. A publication fee of \$25 must be submitted with the application and required documents to be deemed complete.
- (b) *Transfer applications*. All applications for transfer of licenses from place to place and person to person are subject to inspections by the City, and the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes. In addition, applications to transfer a license from person to person must be accompanied by written

consent of the person from whom the license is to be transferred on a form provided by or acceptable to the Clerk.

- (c) *Renewal applications.* All applications for renewal of licenses are subject to the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes.

(1) *Renewal Application deadline.* Applications may be sent after March 1st and s are due on or before April 15 of each year. The Common Council shall grant, issue, or deny each timely-filed application no later than June 15 for the ensuing license year. If a renewal application is received after April 15, notice of Council's intent to grant, issue, or deny the renewal application, as well as notice of any accompanying hearing, may not be available before the license expires on June 30.

(2) *Late application fee.* Renewal applications received after the April 15 deadline shall be subject to a late filing fee as provided in the City Fee Schedule. Said late fee is imposed to recover the cost of processing the late application. Applications filed after May 15 will not be processed until after July 1.

4-5. Provisional License.

- (a) *Issuance.* To allow applicants an opportunity to conduct business before a regular license may be granted but after all other requirements for licensing have been met, the City has identified limited circumstances under which a provisional license may be granted. The Clerk shall only issue a provisional retail license to an applicant who has submitted a regular Class "A," Class "B," "Class A," "Class B," or "Class C" retail license application for the same type of activity, to permit the applicant to engage in the activity while approval of the regular license application is pending and in accordance with the requirements herein. The Clerk shall have three business days to grant or deny a provisional license.

- (1) *Qualification for provisional license.* In accordance with Wis. Stats. § 125.185, a provisional license is available to an applicant who has met all the following criteria:

- a. The applicant has applied for a regular license;
- b. The applicant has submitted an application for a provisional license which authorizes only the type of activity allowed by the type of regular license applied for;
- c. The applicant meets all licensing requirements set forth in this section; and
- d. One of the following conditions exists:
 1. The Protection and Policy Committee has approved the applicant's regular license application, but final approval of that application by the Common Council remains pending.
 2. The applicant has applied for a new regular license, following the sale or transfer of an existing business that held a City-issued regular license of the same type, and the provisional license is necessary to maintain the continuity of said business while approval of the new application is pending. The applicant must provide the Clerk with proof of control and/or occupancy of

the premises to which the provisional license will be issued before the Clerk will issue the provisional license.

3. The applicant held a City-issued regular license of the same type during the expiring licensing year and did not timely submit a renewal application because of excusable neglect on the part of the applicant.
4. An administrative error caused by the City resulted in a delay in the application.

(2) *Provisional License Applications.* A provisional license is available to an applicant for the same type of regular license if all the following conditions are met:

- a. The applicant has filed a complete regular license application form, as otherwise described in this section, for the same type of activity for which the provisional license is sought.
- b. The applicant has paid the fees associated with the type of regular license applied for, as well as the provisional license fee, as provided in the City Fee Schedule.
- c. The applicant qualifies for the type of regular license applied for, in accordance with Wis. Stats. § 125.04.
- d. The applicant has not held another provisional license of the type applied for within the current license year.
- e. The applicant has obtained all necessary approvals for the regular license from the Green Bay Police Department.
- f. The applicant has obtained all necessary approvals for the regular license from the Inspections Division of the Department of Community and Economic Development, as required by Section 4-7(c)2.
- g. For “Class B” license applications, the City’s quota under Wis. Stats. § 125.51(4) does not prohibit the City from issuing a “Class B” license.
 1. In accordance with Wis. Stats. § 125.185(5), provisional licenses are not available for reserve licenses.
 2. Issuance of “Class B” regular licenses will not exceed the number of available licenses under the City’s quota. In the event more regular license applications are received than there are licenses available under the City’s quota, no provisional licenses will be issued for any such applications.

(b) *Expiration.* The provisional license expires sixty (60) days after it is issued, or upon approval or denial of the applicant’s regular license application, whichever occurs sooner. The provisional license may not be renewed.

(c) *Revocation.* The Clerk may revoke the provisional license at any time if they discover that the provisional license holder made a false statement on the application.

4-6. Premise expansion on City property

- (a) *Approval.* The Common Council may authorize an establishment holding an alcohol beverage license to expand the licensed premise to include a sidewalk cafe approved for use by the Department of Public Works.
- (1) *Expanded Premise.* The expanded premise is limited to property immediately adjacent and contiguous to the licensed establishment.
- (2) *Application.* A licensee holding any Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license, as defined under Section 4-3, shall submit to the Clerk a separate application for Expansion of Licensed Premises on City property. The application shall include all the following:
- A description and map of the area to be included in the expansion. The expanded area is subject to the requirements of Wis. Stats. Ch. 125 and this Code. Hand-drawn maps are acceptable.
 - Proof that the licensee has the right to occupy the City right-of-way. The licensee must obtain a revocable occupancy permit by applying through the Department of Public Works in accordance with Section 34-11.
 - A security plan indicating how the area will be monitored and secured to delineate area boundaries.
- (3) *Possession of intoxicants on expanded premises owned by the City.* Individuals may consume intoxicating liquor or fermented malt beverages on any premises authorized under this section subject to the following:
- Alcohol beverages shall only be served to patrons of the establishment. No carry in or carry out of alcohol beverages by any patron to or from the licensed shall be permitted, except as authorized by statute.
 - Each licensee serving alcohol beverages shall be responsible for monitoring the area to ensure that customers are of legal drinking age and that alcohol beverages are not impermissibly removed from the premises.
 - The sale of alcohol beverages shall be limited to the hours of 8:00 a.m. to 11:00 p.m. All alcohol shall be removed from the expanded premises no later than 11:30 p.m.
- (b) *Special Events.* An establishment holding an alcohol beverage licensee may apply for a temporary expansion of a licensed premises to a public area, by submitting an application to the Clerk. Expansion is limited to property owned or controlled by the licensee. A licensee may be authorized by a special event permit to utilize a street or park property, but may not sell alcohol in the public area. The temporary expansion of a licensed premise for a one-day or otherwise limited day event shall be approved by the Protection and Policy Committee.

Sec. 4-7. Licensing procedures.

- (a) *Common Council approval.* Applications complying with the provisions of this chapter and the Wisconsin Statutes shall be forwarded to the Common Council for action in the order in which they are filed, upon availability of a license type. The Common Council shall review

the application, the applicant's qualifications, and all other relevant factors and determine whether to grant the license application under the provisions of this chapter and the laws of the State of Wisconsin.

- (b) *Conditional approval.* The Common Council may place additional conditions upon a license consistent with the provisions of this chapter and the laws of the State of Wisconsin. Violation of any such condition shall be considered a violation of this section and grounds for suspension or revocation of the license.
- (c) *Administrative approval.*
 - (1) Prior to Common Council approval, the Chief of the Green Bay Police Department shall certify that the applicant has successfully completed a background check, completed business security plan and signed a stipulation agreement
 - (2) Prior to Issuance, the Chief Building Official shall certify that the premises complies with all applicable laws and regulations, including any applicable building code requirements. No license shall be granted for a premises not in compliance with such laws and regulations.
- (d) *Licensing fee.* Upon approval by the Common Council and Administrative Approval, the Clerk shall request a licensing fee pursuant to the Fee Schedule. The licensing fee must be paid prior to issuance of the license. The licensing fee is nonrefundable.
- (e) *Form and expiration of license.* All licenses shall be numbered in the order in which the application was accepted. The date of issuance, the fee paid, and the name of the licensee shall appear on said license. All retail licenses shall expire on June 30 following issuance, unless a license is issued as a 6 Month License, or unless sooner revoked. The Clerk shall affix a signature and seal to each license.
- (f) *License amendment.* A licensee may request change to the licensed premises by submitting a change of premises application to the Clerk. Changes to a licensed premises shall be approved by the Community and Economic Development Department – Inspections. Change of premises applications approved or denied by the Protection and Policy Committee.

Sec. 4-8. Inoperative licenses.

Any license that has not been in continuous use in a manner indicating an ongoing business for a period more than sixty (60) days shall be subject to revocation or nonrenewal, unless otherwise authorized by the Common Council.

Sec. 4-9. Revocations, suspensions, and nonrenewals.

- (a) *Intent; due process.* It is the intent of the Common Council that no license granted under this chapter be revoked, suspended, or nonrenewed without first affording the license holder the due process described herein, including an opportunity for a public evidentiary hearing.
- (b) *Grounds.* Licenses may be the subject of revocation, suspension, or nonrenewal proceedings as described in this section for any violation of Wis. Stats. Ch. 125 or of this Code including, but not limited to, the following:
 - (1) The running of a disorderly house as proscribed by Wis. Stats. § 125.12.

- (2) Activity by any licensee or operator that directly interferes with police officers or otherwise violates the law in a manner substantially related to the operation of the licensed facility.
- (3) Any violation of any health provision of this Code dealing with public health, welfare, and safety.
- (4) Any violation of the building, electrical, or plumbing provisions of this Code or a conditional approval plan letter issued by the Chief Building Official affecting the public health, welfare, and safety.
- (5) Any liquor-related violation involving juveniles as proscribed by Wis. Stats. Ch. 125, including, but not limited to, Wis. Stats. § 125.07.
- (6) Any violation of general statutory restrictions pertaining to licensed premises and operations as proscribed by Wis. Stats. Ch. 125 and this chapter.
- (7) Any failure to maintain the qualifications required of all license holders as detailed by Wis. Stats. § 125.04 and as modified by the conditions of this Code or as a condition of granting or renewing a license.
- (8) Any violation of any restriction, stipulation, or agreement entered with the City or signed in consideration of a license issued under this chapter or Wis. Stats. Ch. 125.
- (9) A lack of continuous use of the license in a manner indicating an ongoing business for a period exceeding sixty (60) days, in accordance with section 4-8.
- (10) The licensee no longer has legal ownership or control of the property included in the premises description. If a portion of the property remains under the licensee's ownership or control and not other reasons for revocation exist, the licensee may modify its licensed premises and continue to operate.

(c) *Correction Meeting.*

- (1) *Notice.* Whenever the Chief of Police determines that, on two (2) or more occasions within a twelve-month period, a licensee has violated any provision of this chapter or Wis. Stats. Ch. 125 in a manner resulting in enforcement action, the Chief may notify the licensee in writing. The notice shall contain the street address of or other description sufficient to identify the licensed premises, a description of the violations and enforcement actions that have occurred at the premises, and notice of the time and place at which the licensee is scheduled to meet with the Chief and the City Attorney as described in this section.
- (2) Any licensee receiving notice pursuant to subsection (1) shall meet with the Chief of Police or designee and the City Attorney or designee at the date and time prescribed in the notice. The parties shall review the problems occurring at the licensed premises. Within ten (10) days of this meeting, the licensee shall submit to the Chief and City Attorney an abatement plan to end the alcohol beverage-related violations and enforcement actions on the premises. The plan shall also specify the name, address, and telephone number of a person living within sixty (60) miles of the property who can be contacted in the event of further police, fire, or inspection contact. Additionally, the plan shall include a signed statement from the licensee indicating their understanding that if they fail to comply with the abatement plan or to take the actions discussed at the

meeting, the City may move forward with efforts to revoke, suspend, or not renew their license. An abatement plan shall remain active for one (1) year.

(d) *License revocation procedure.*

(1) *Complaint.*

- a. Any resident of the City may file a sworn written complaint with the Clerk alleging one or more of the grounds listed in Wis. Stats. § 125.12(2)(ag) about any licensee holding a license under this chapter.
- b. The City Attorney may commence revocation or suspension proceedings against a licensee by filing a formal complaint with the Clerk stating the specific violations comprising the grounds for the revocation or suspension. The City Attorney may initiate revocation or suspension proceedings against a licensee if:
 1. The licensee has been the subject of a correction meeting; and
 2. The licensee commits one or more subsequent violations of this chapter, Wisconsin's criminal code, or Wis. Stats. Ch. 125 which results in enforcement action.

(2) *Summons.* Upon the filing of a complaint under this subsection, the Common Council shall issue a summons signed by the Clerk commanding the licensee complained of to appear before the Common Council on a day and at a place named in such summons, not less than three (37) nor more than ten (4014) days from its date, and show cause why the license should not be revoked. Such summons shall be served with a copy of the complaint in accordance with Wis. Stats. Ch. 801 at least three (3) days before the time at which the licensee is commanded to appear.

(3) *Evidentiary hearing.* The Common Council shall conduct a hearing on a complaint filed under this section. Said hearing shall be governed by the provisions of Wis. Stats. § 125.12. The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing.

(e) *Council action.* At the conclusion of the evidentiary hearing, which may be held in open or closed session depending on the nature of the evidence to be produced, the Common Council, following deliberation in open or closed session, shall make one of the following determinations. The Clerk shall give notice of Council's action to the licensee.

- (1) No action shall be taken due to insufficiency of the evidence.
- (2) No action shall be taken at present because an accommodation on the part of the licensee has been reached.
- (3) A suspension of not less than ten (10) nor more than ninety (90) days shall be imposed.
- (4) The license shall be revoked.
- (5) The complaint shall be tabled pending disposition of pending criminal or Municipal Court proceedings, at which time the matter will be considered and a recommendation made.

(f) *Nonrenewal.* A license may be nonrenewed for any of the grounds identified in this section. ~~Prior to April 15 of e~~Each year, the Clerk, shall identify any license for nonrenewal and

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provide that recommendation to the Common Council for determination on renewal or intent to nonrenewal the license. If the Common Council determines it will not renew, a Notice shall be sent to the licensee stating the grounds for nonrenewal and the right to a hearing. The Notice shall include the specific reasons for the nonrenewal and include any supporting records. The licensee shall have ten (10) days to request, in writing, an evidentiary hearing on the nonrenewal of their license. This hearing shall be held before the Common Council pursuant to Wis. Stats. § 125.12(2)(b). The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing. The Clerk shall issue the licensee a Final Decision document stating the decision of the Common Council to grant the renewal or nonrenew the license within 5 days of the hearing.

- (g) *Appeal.* Appeal from the decision of the Common Council shall be to the Brown County Circuit Court within 30 days of the receipt of Final Decision.
- (h) *Return of licenses.* Licensed revoked or nonrenewed shall be returned to by the pool of available licenses by the Clerk after 30 days following a Notice of Final Decision.

Sec. 4-10. License restrictions.

- (a) *Statutory requirements.* Any license granted pursuant to this chapter to sell intoxicating liquor or fermented malt beverages shall be subject to the regulations, conditions, and restrictions imposed by Wis. Stats. Ch. 125. In addition, the City of Green Bay, pursuant to the authority of Wis. Stats. § 125.10, specifically adopts certain other restrictions and requirements by this section.
- (b) *Moratoria.* The Common Council may by resolution or ordinance establish an alcohol license moratorium in a specific geographical area.
- (c) *Restrictions on location.* No liquor license shall be issued for a premises when any portion of the structure housing the premises would be fewer than 300 feet from the entrance to a structure housing any established public school, parochial school, hospital, or church. Said restriction may be waived by a two-thirds vote of the Common Council. This subsection shall not apply to:
 - (1) Any premises for which a license under this chapter was issued on or before March 25, 2000, and which license has been continuously retained to date;
 - (2) Any premises for which a license under this chapter was issued prior to the occupation within 300 feet thereof of any school, hospital, or church building, and which license has been continuously retained to date;
 - (3) Any picnic license; or
 - (4) Any premises operated as both a restaurant and an establishment for which a Class "B" (beer) or "Class B" (liquor) license has been issued, where the principal business conducted is that of a restaurant.
- (d) *Closing hours.* For the purposes of this section, the term "open" shall mean allowing any person other than the licensee or an employee actively performing job-related duties to enter, loiter, or remain in or on the licensed premises.

- (1) A premises for which a “Class A” (liquor) license has been issued may remain open for the conduct of its regular business but may not sell intoxicating liquor between the hours of 9:00 p.m. and 6:00 a.m.
 - (2) A premises for which a Class “A” (beer) license has been issued may remain open for the conduct of its regular business but may not sell fermented malt beverages between 12:00 midnight and 6:00 a.m.
 - (3) No premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license has been issued may remain open between the hours of 2:00 a.m. and 6:00 a.m., except as otherwise provided in this section. On Saturday and Sunday, no premises may remain open between 2:30 a.m. and 6:00 a.m. On the Sunday that daylight saving time begins, as specified in Wis. Stats. § 175.095(2), no premises may remain open between 3:30 a.m. and 6:00 a.m.
 - (4) On January 1, premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (Wine) license has been issued are not required to close.
 - (5) No licensee or person in charge of a premises for which a Class “B” (beer) or “Class B” (liquor) license has been issued may sell alcohol beverages in their original unopened packages, containers, or bottles for consumption away from the premises between the hours of 12:00 midnight and 6:00 a.m.
 - (6) No establishment for which a “Class C” (liquor) license has been issued shall sell wine in an original bottle or container for consumption either on or off the premises where sold between the hours of 12:00 midnight and 6:00 a.m.
 - (7) Bowling centers, golf courses, movie theatres, painting studios, indoor golf and baseball facilities, racetrack grounds, indoor horseshoe-pitching facilities, curling clubs, golf clubs, and golf clubhouses may remain open for the conduct of their regular business pursuant to the hours of operation specified by its license type. An establishment remaining open for the purpose of its regular business must, always allow for open public access to the licensed establishment after such closing hours. When a question arises as to whether an establishment is open for a purpose other than selling alcohol beverages, the burden shall be on the licensee to demonstrate such other purpose.
 - (8) No person shall loiter in a licensed establishment after closing hours.
- (e) *Disorderly house.*
- (1) *Duty to maintain order.* A licensee under this section shall have a duty to maintain order and peace in and around the licensed premises. This duty shall extend to and include any parking lot or facility adjacent to and servicing the licensed premises.
 - (2) *Police power to close licensed premises.*
 - a. *Police Department.* The Police Department may order any disorderly house closed until 8:00 a.m. the following day when, in the reasonable view of the Department, the licensee or person in charge failed to maintain peace and order, or the Department otherwise believes that the public peace and safety is served by such closing by reason of threat to the bodily security, property, or peaceful repose of any member of the public.

- b. *Department of Community and Economic Development, Inspection Division.* The Inspection Division of the Department of Community and Economic Development may order the temporary suspension of a license under this chapter where an imminent health hazard exists on the licensed premises pending a hearing pursuant to Section 10-24. Such closing may act as grounds for suspension or revocation of a liquor license privilege under this chapter.
 - c. *Brown County Health Department.* The Brown County Health Department may order a licensed establishment to temporarily close due to code violations until such time that those violations are remedied (Brown County Ordinance Ch. 37 Public Health and Wis. Stat. § 33.124).
- (3) *Open containers.* For the purposes of this section, “open container” refers to an alcohol beverage which is no longer sealed in its original container nor sealed by the licensee with a tamper-evident seal, and which is removed from the licensed premises for purposes of off-premises consumption.
- a. *Prohibited.* A licensee or person in charge shall not allow the sale, service, consumption, or carry out of alcohol beverages in open containers outside of the licensed premises. This section is not intended to prohibit the sale of alcohol beverages for off-premises consumption in containers with a tamper-evident seal as allowed by state law.
 - b. *Exemption.* This subsection shall not apply to the carry out of fermented malt beverages in open containers from a licensed premises to a special event premises licensed to fermented malt alcohol beverages if all the following apply:
 - 1. The fermented malt beverage is carried from the licensed premises to the adjoining special event premises.
 - 2. The fermented malt beverage is carried off the licensed premises in a container that does not contain glass.
 - c. Notwithstanding the exemption, no open container may be carried from a special event premises to any licensed premises or from one licensed premises to another licensed premises.
- (f) *Outdoor areas.*
- (1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled outdoor area for use no more than three (3) consecutive days and no more than ninety (90) days in a licensing year. The inclusion of the outdoor area in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment.* A licensee may apply to amend its licensed premises to include an outdoor area. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.

- (3) *Fencing.* Outdoor areas shall be delineated by temporary fencing or similar barrier capable of limiting ingress and egress to licensed areas, unless additional egress is needed for a public safety purpose.
 - (4) *Noise.* No musical instruments, radios, juke boxes, or other means of electric sound amplification may be used or operated in a licensed outdoor area after 10:00 p.m., unless a permit has been granted by the Chief of Police pursuant to Section 24-146(e) of this Code or Section 39.01 of the Brown County Code of Ordinances.
 - (5) *Unlicensed outdoor area.* An unlicensed outdoor area adjacent to and used in conjunction with the licensed premises shall not be used for the purpose of serving or consuming alcohol beverages.
 - (6) *Licensee responsibility.* Any licensed outdoor area is subject to all regulations of this chapter and Wis. Stats. Ch. 125.
 - (7) *Maintaining order.* The licensee shall maintain peace and order over any outdoor area adjacent to and used in conjunction with a licensed premises whether said outdoor area is licensed. Violation of this section may result in the Police Department exercising its authority under this section to order any outdoor premises or the entire licensed area closed in the public interest.
- (g) *Licensed patio.*
- (1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled patio. The inclusion of the patio in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment.* A licensee may apply to amend its licensed premises to include an patio. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.
 - (3) *Immediately adjacent.* A licensed patio must be immediately adjacent to the indoor portion of the licensed premises. For purposes of this section, a patio is immediately adjacent if it can be accessed from the indoor portion of the licensed premises without crossing any unlicensed area.
 - (4) *Barrier.* A licensed patio must be enclosed by a permanent fence, structure, or other barrier that clearly delineates the separation from licensed to unlicensed area. The fence, structure, or other barrier must be at least three (3) feet in height and must clearly separate the licensed premises from any non-licensed area. Photographs of the barrier shall be provided with the application.
 - (5) *Ingress.* Access to a licensed patio shall be through an indoor licensed area. Ingress to a licensed patio from an unlicensed area should be limited to safety purposes only. Egress to an unlicensed area without the ability to return shall not be limited, to permit egress for safety purposes.

(h) *Online ordering and curbside pickup of alcohol beverages.*

- (1) *Premises.* No establishment shall allow the online purchase of alcohol beverages and curbside delivery of such purchases (hereinafter, “click and collect”) without first submitting a request to the Clerk to amend its liquor license premises description to include that portion of the establishment’s parking lot that will allow purchasers to park their vehicles for purposes of picking up their online orders. This request must be approved by the Common Council.
- (2) *Operation Plan.* Along with its amendment request, the licensee shall file a detailed operation plan that clearly details how its “click and collect” operation will function. The plan shall include the licensee’s protocol for ensuring that underage persons and intoxicated persons do not pick up alcohol via “click and collect.” If the licensee fails to provide a detailed operation plan with its amendment request, the Clerk shall not forward the request to the Protection and Policy Committee for consideration.
- (3) *Sale.* No establishment holding a license under this chapter shall allow the online purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises.
 - a. Payment for the purchase must be completed on-premises and may not be completed until the purchaser is at the licensed premises and has presented a valid photo identification that has been verified by a licensed operator employed by the establishment.
 - b. The licensed operator must verify that the person picking up the “click and collect” order is the same person who placed the order and is present in the vehicle into which the order is loaded.
 - c. The sale and delivery of “click and collect” purchases shall be made only by a licensed operator.
 - d. No alcohol sales are permitted if the purchaser fails to present valid photo identification.
 - e. The “click and collect” system must allow the purchase of alcohol to be denied without affecting the remainder of the purchase.
 - f. The establishment must capture and retain an image of the vehicle into which each “click and collect” order is loaded for thirty (30) days.
 - g. For each “click and collect” transaction, the establishment must record and retain the following information for thirty (30) days:
 1. The name of the purchaser.
 2. The type of identification card presented and the number and expiration date of that identification card.
 3. The purchaser’s date of birth.
 4. The license plate of the vehicle into which the order is loaded.

- h. If the “click and collect” purchaser is in the vehicle into which the order is loaded but is not the driver, the licensed operator must verify that the driver is 21 years of age or older through valid photo identification stating the driver’s date of birth.
 - i. The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and, in conjunction with the manager, shall assess sobriety for purposes of approving or denying the sale.
 - j. The pick-up area for “click and collect” purchases shall be clearly defined with visible markings, signs, and/or barriers.
- (4) *Hours.* No licensee holding a Class “B” (beer) or “Class B” (liquor) license shall permit the pick-up of “click and collect” orders between the hours of 12:00 midnight and 6:00 a.m. No licensee holding a Class “A” (beer) license or “Class A” (liquor) license shall permit the pick-up of fermented malt beverages between the hours of 12:00 midnight and 8:00 a.m., nor the pick-up of intoxicating liquor between the hours of 9:00 p.m. and 8:00 a.m.
- (5) No events or activities requiring a license under this chapter other than the delivery of “click and collect” orders are permitted on the expanded premises.
- (6) *Penalty.* Any licensee or person who violates any provision of this subsection shall be subject to a forfeiture of not less than \$250.00 nor more than \$1,000.00, plus court costs and fees.
- (i) *Area for liquor sales on “Class A” (liquor) licensed premises.*
- (1) In the interest of limiting juvenile access to alcohol beverages at retail establishments, and in the interest of promoting effective, unhampered, and efficient enforcement of such provisions as they relate to juveniles, no “Class A” (liquor) license shall be granted for any premises where the principal business conducted thereon is other than the sale of alcohol beverages, unless the establishment has:
 - a. A separate area with the ability to lock that portion of the premises during non-sale hours;
 - b. 24-hour surveillance camera(s) with recordings that are available to law enforcement upon request; and
 - c. Signage informing minors that they must be 21 years of age to purchase alcohol.
 - (2) If a question arises as to what principal business is being conducted on a premises, the burden of proof shall be on the applicant or licensee.
 - (3) A violation of this provision can act as grounds for revocation or nonrenewal of a liquor license under this chapter.
- (j) *Restrictions on use of picnic license; licensed operator required.* No person holding a picnic license, as defined in Section 4-1, shall permit the sale of fermented malt beverages unless a person holding an operator’s license issued under this chapter is directly supervising and in control of the area(s) in which the sale of fermented malt beverages occurs. Where two (2) or more areas of sale are used, at least one (1) licensed operator must be present and supervising each area of sale.

- (k) *Violation of stipulation or agreement.* No licensee may violate a provision of a stipulation or other agreement entered with the City or signed in consideration of a license issued by the City under this chapter or Wis. Stats. Ch. 125. Any licensee who violates this provision may be subject to suspension, revocation, or nonrenewal of their license under Section 4-8 or other penalty under Section 4-11.
- (l) *Allowing entry.* No licensee or person in charge may refuse entry to a police officer, peace officer, or agent of the Department of Revenue to the licensed premises at any reasonable time to determine compliance with this chapter and Wis. Stats. Ch. 125. The term “reasonable time” includes, without limitation, all times when the premises is open.
- (m) *Premises capacity.* Every Class “B” (beer) and “Class B” (liquor) licensed establishment shall display a sign stating the maximum number of persons permitted on the premises by this Code, the Wisconsin Administrative Code, and/or the International Building Code. The sign shall be placed in a conspicuous place at the main entrance to each premises. The sign shall have the following wording: "Limit (number) persons." The lettering shall be white on a dark background. The letters shall not be less than one and one-half (1½) inches in height and the number shall not be less than three (3) inches in height. No licensee or person in charge of a premises shall allow more persons on the premises than the maximum number posted thereon.

Sec. 4-10. Operator’s license.

- (a) *Applications.*
 - (1) Application for an operator’s license shall be made to the Clerk on a form supplied by the Clerk’s Office. All applications shall be accurately completed in their entirety or shall be rendered void by the Clerk.
 - (2) The license fee as provided in the City Fee Schedule shall be submitted with the application.
 - (3) Upon receipt of an application, the Clerk shall forward the application to the Police Department for verification of the veracity of the application as well as research into the qualifications of the applicant in accordance with the requirements of Wis. Stats. § 125.04.
 - (4) An operator license may be granted by the Common Council without further review in the event the Police Department approves of the application.
 - (5) The license shall be issued for a period of two (2) consecutive licensing years. At all times while engaged in activities requiring a license issued pursuant to this section, the licensee shall keep the following items available for production upon request of any City or State inspecting officer:
 - a. Their operator’s license; and
 - b. A valid form of identification issued by a governmental agency containing a photograph of the licensee.
- (b) *Provisional license.* The Clerk shall be authorized to issue a provisional operator’s license upon receipt of a regular operator’s license application. The requirements and provisions of Wis. Stats. § 125.17 relating to provisional operators’ licenses are hereby adopted and made

part of this Code as if set forth fully herein. Future amendments are also adopted prospectively, incorporated herein, and intended to become a part of this Code.

(c) *Denial of operator's license.*

- (1) If the Police Department determines that any portion of the application is false or that the applicant does not possess the qualifications under Wis. Stats. § 125.04, the license may be denied by the Police Department.
- (2) The Police Department shall notify any applicant so denied.
- (3) Any applicant whose application has been denied by the Police Department may appeal such determination to the Protection and Policy Committee. Upon appeal, the Protection and Policy Committee shall determine if the applicant possesses the qualifications of Wis. Stats. § 125.04. After making such determination, the Protection and Policy Committee shall forward its recommendation to the Common Council.

(d) *Issuance of license.* The Clerk shall not issue an operator's license until all requirements of this section have been satisfied.

Sec. 4-11. Penalties.

- (a) *Forfeiture.* Any person violating a provision of this chapter where no penalty is specified, and except as described in subsection (d), shall be subject to a forfeiture of not less than \$1.00 nor more than \$500.00 for each offense.
- (b) *Specific violations.* Any person violating Wis. Stats. §§ 125.07(1) and (4), 125.085, or 125.09(2), as adopted in Section 4-2, shall be subject to the penalties provided therein.

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 _____, 2023.

APPROVED:

Mayor

ATTEST:

Clerk
[Date]

GENERAL ORDINANCE NO. XX-22

**AN ORDINANCE
REPEALING AND RECREATING CHAPTER 4,
GREEN BAY MUNICIPAL CODE,
RELATING TO ALCOHOL BEVERAGES**

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

SECTION 1. Chapter 4, Green Bay Municipal Code, is hereby repealed and recreated to read:

Sec. 4-1. Definitions.

Except as provided in this section, the terms and phrases in this chapter shall have the meanings given in Wis. Stats. § 125.02, as amended from time to time. The following terms and phrases shall have the following meanings:

Granted license means a license approved for issuance by the Common Council.

Inoperative license means a license that has been issued to the licensee but under which the licensed activity is not occurring on the licensed premises.

License means a written authorization for the sale of alcohol issued by the Clerk.

Licensed patio means an area immediately adjacent to a licensed premises, not including any part of a public right-of-way, which is licensed for the sale and consumption of alcohol beverages.

Outdoor area means a licensed patio, or any other outdoor area used in conjunction with a licensed premises.

Picnic license has the meaning ascribed to Temporary Class “B” licenses in Wis. Stats. § 125.26(6).

Sec. 4-2. Wisconsin Statutes Chapter 125 incorporated by reference.

Wis. Stats. Ch. 125 is hereby adopted and incorporated by reference in this chapter as if fully set forth herein. Future amendments, revisions, or modifications of Wis. Stats. Ch. 125 are also adopted prospectively, incorporated herein, and intended to become a part of this chapter. Any provisions of this chapter not contained in Wis. Stats. Ch. 125 and not in conflict therewith are intended as additional regulations for the sale of alcohol beverages in the City.

Sec. 4-3. License classes.

The Council is hereby authorized to grant the following licenses:

- (1) *Class “A” (beer) license.* Authorizes the retail sale of fermented malt beverages, in original packages, containers, and bottles, for consumption off the premises where sold.
- (2) *“Class A” (liquor) license.* Authorizes the retail sale of intoxicating liquor, in original packages and containers, for consumption off the premises where sold.

- (3) “Class A” (cider only) license. Authorizes the retail sale of cider, an alcohol beverage made from the fermentation of the juice of apples or pears and that contains not less than 0.5% alcohol by volume and not more than 7% alcohol by volume, for the consumption off the premises.
- (4) *Class “B” (beer) license.* Authorizes the retail sale of fermented malt beverages to be consumed either on or off the premises where sold.
- (5) *“Class B” (liquor) license.* Authorizes the retail sale of intoxicating liquor, by the glass and not in the original package or container, for consumption on the premises where sold or for consumption off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal before it is removed from the premises. Also authorizes the sale of wine or intoxicating liquor, in the original package or container and in any quantity, to be consumed off the premises where sold.
- (6) “Class B” combination license. License that is issued to a premise that applies for both a Class “B” (beer) and a “Class B” (liquor) license.
- (7) *Wineries.* A “Class B” license issued to a winery authorizes the sale of wine to be consumed by the glass or in opened containers on the premises where sold or off the premises if the licensee seals the container of wine with a tamper-evident seal before the wine is removed from the premises. It also authorizes the sale of wine in the original package or container to be consumed off the premises where sold but does not authorize the sale of fermented malt beverages or any intoxicating liquor other than wine.
- (8) *“Class C” (wine) license.* Authorizes the retail sale of wine by the glass or in an opened original container for consumption on the premises where sold.
- (9) *Picnic license.* A license issued for a period not to exceed four (4) consecutive days to bona fide clubs, county or local fair associations, or agricultural societies, churches, lodges, or societies that have been in existence for not less than six (6) months prior to the date of the application, or to veteran organizations or posts, authorizing them to sell fermented malt beverages and wine containing not more than six (6) percent alcohol by volume at a particular picnic, gathering, or meeting, or during a fair conducted by a fair association or an agricultural society. All applications for a picnic license shall be filed with the Clerk at least five (5) days prior to the event. An application for a Picnic License may be submitted as early as November 1 of the prior year.
- (10) *Wine Walk.* The Clerk will accept applications for special event wine walks for the upcoming year December 1 through December 15. If more than two applications are received, the Protection and Policy Committee shall recommend two permits for approval by the Common Council. If two applications that can be granted are not approved, a qualifying organization may apply after December 5, on a first-come, first-served basis.

Sec. 4-4. License applications.

- (a) *Generally.* An application for a license must comply with the following requirements.
 - (1) *Deadline.* Consistent with Wis. Stats. § 125.04(3)(f), all applications for licenses to sell alcohol beverages shall be filed with the Clerk at least fifteen (15) days prior to the granting of the license.

- (2) *Receipt*. All licenses are received on a first come basis, subject to completeness. Complete applications will be issued a date and time received.
- (3) *Time limitation*. An application shall not be valid after the license year for which it is filed.
- (4) *Complete Application*. An application for a license must contain the following documents and publication fee. Applications lacking any of the required documents or received without payment shall not be accepted by the Clerk.
- a. Applications shall be made upon forms provided by the Clerk, which shall be completed in their entirety.
 - b. Original Alcohol Beverage Retail License Application.
 - c. Liquor Auxiliary Questionnaire. Each person listed by each applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.
 - d. Appointment of Agent for corporations and not-for-profit organizations.
 - e. Driver's license or photo ID for each person required to fill out an auxiliary questionnaire.
 - f. *Property interest*. Applications shall be accompanied by proof of one of the following:
 1. Ownership of the premises to be licensed.
 2. A valid option to purchase the premises to be licensed.
 3. A valid lease for the premises to be licensed for the term of the license.
 4. A valid option to lease the premises to be licensed for the term of the license.
 - g. For individuals, partners, or agents, a copy of the Responsible Beverage Server course certification issued in the past two years or a copy of a current operator's license issued in the last two years, or proof of agency for another establishment.
 - h. Surrender form from present license holder (if applicable).
 - i. Wisconsin Seller's Permit issued by the Wisconsin Department of Revenue. The legal entity on the Seller's Permit must match the legal entity on the Original Alcohol Beverage Retail License Application.
 - j. Floor plan for the facility. Hand drawn diagrams are acceptable.
 - k. Picture of outdoor premise (if applicable).
 - l. Security Plan
 - m. *Payment*. A publication fee of \$25 must be submitted with the application and required documents to be deemed complete.
- (b) *Transfer applications*. All applications for transfer of licenses from place to place and person to person are subject to inspections by the City, and the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes. In addition, applications to transfer a license from person to person must be accompanied by written

consent of the person from whom the license is to be transferred on a form provided by or acceptable to the Clerk.

- (c) *Renewal applications.* All applications for renewal of licenses are subject to the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes.

(1) *Renewal Application deadline.* Applications may be sent after March 1st and s are due on or before April 15 of each year. The Common Council shall grant, issue, or deny each timely-filed application no later than June 15 for the ensuing license year. If a renewal application is received after April 15, notice of Council’s intent to grant, issue, or deny the renewal application, as well as notice of any accompanying hearing, may not be available before the license expires on June 30.

(2) *Late application fee.* Renewal applications received after the April 15 deadline shall be subject to a late filing fee as provided in the City Fee Schedule. Said late fee is imposed to recover the cost of processing the late application. Applications filed after May 15 will not be processed until after July 1.

4-5. Provisional License.

- (a) *Issuance.* To allow applicants an opportunity to conduct business before a regular license may be granted but after all other requirements for licensing have been met, the City has identified limited circumstances under which a provisional license may be granted. The Clerk shall only issue a provisional retail license to an applicant who has submitted a regular Class “A,” Class “B,” “Class A,” “Class B,” or “Class C” retail license application for the same type of activity, to permit the applicant to engage in the activity while approval of the regular license application is pending and in accordance with the requirements herein. The Clerk shall have three business days to grant or deny a provisional license.

(1) *Qualification for provisional license.* In accordance with Wis. Stats. § 125.185, a provisional license is available to an applicant who has met all the following criteria:

- a. The applicant has applied for a regular license;
- b. The applicant has submitted an application for a provisional license which authorizes only the type of activity allowed by the type of regular license applied for;
- c. The applicant meets all licensing requirements set forth in this section; and
- d. One of the following conditions exists:
 - 1. The Protection and Policy Committee has approved the applicant’s regular license application, but final approval of that application by the Common Council remains pending.
 - 2. The applicant has applied for a new regular license, following the sale or transfer of an existing business that held a City-issued regular license of the same type, and the provisional license is necessary to maintain the continuity of said business while approval of the new application is pending. The applicant must provide the Clerk with proof of control and/or occupancy of

the premises to which the provisional license will be issued before the Clerk will issue the provisional license.

3. The applicant held a City-issued regular license of the same type during the expiring licensing year and did not timely submit a renewal application because of excusable neglect on the part of the applicant.
4. An administrative error caused by the City resulted in a delay in the application.

(2) *Provisional License Applications.* A provisional license is available to an applicant for the same type of regular license if all the following conditions are met:

- a. The applicant has filed a complete regular license application form, as otherwise described in this section, for the same type of activity for which the provisional license is sought.
 - b. The applicant has paid the fees associated with the type of regular license applied for, as well as the provisional license fee, as provided in the City Fee Schedule.
 - c. The applicant qualifies for the type of regular license applied for, in accordance with Wis. Stats. § 125.04.
 - d. The applicant has not held another provisional license of the type applied for within the current license year.
 - e. The applicant has obtained all necessary approvals for the regular license from the Green Bay Police Department.
 - f. The applicant has obtained all necessary approvals for the regular license from the Inspections Division of the Department of Community and Economic Development, as required by Section 4-7(c)2.
 - g. For “Class B” license applications, the City’s quota under Wis. Stats. § 125.51(4) does not prohibit the City from issuing a “Class B” license.
 1. In accordance with Wis. Stats. § 125.185(5), provisional licenses are not available for reserve licenses.
 2. Issuance of “Class B” regular licenses will not exceed the number of available licenses under the City’s quota. In the event more regular license applications are received than there are licenses available under the City’s quota, no provisional licenses will be issued for any such applications.
- (b) *Expiration.* The provisional license expires sixty (60) days after it is issued, or upon approval or denial of the applicant’s regular license application, whichever occurs sooner. The provisional license may not be renewed.
- (c) *Revocation.* The Clerk may revoke the provisional license at any time if they discover that the provisional license holder made a false statement on the application.

4-6. Premise expansion on City property

- (a) *Approval.* The Common Council may authorize an establishment holding an alcohol beverage license to expand the licensed premise to include a sidewalk cafe approved for use by the Department of Public Works.
- (1) *Expanded Premise.* The expanded premise is limited to property immediately adjacent and contiguous to the licensed establishment.
 - (2) *Application.* A licensee holding any Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license, as defined under Section 4-3, shall submit to the Clerk a separate application for Expansion of Licensed Premises on City property. The application shall include all the following:
 - a. A description and map of the area to be included in the expansion. The expanded area is subject to the requirements of Wis. Stats. Ch. 125 and this Code. Hand-drawn maps are acceptable.
 - b. Proof that the licensee has the right to occupy the City right-of-way. The licensee must obtain a revocable occupancy permit by applying through the Department of Public Works in accordance with Section 34-11.
 - c. A security plan indicating how the area will be monitored and secured to delineate area boundaries.
 - (3) *Possession of intoxicants on expanded premises owned by the City.* Individuals may consume intoxicating liquor or fermented malt beverages on any premises authorized under this section subject to the following:
 - a. Alcohol beverages shall only be served to patrons of the establishment. No carry in or carry out of alcohol beverages by any patron to or from the licensed shall be permitted, except as authorized by statute.
 - b. Each licensee serving alcohol beverages shall be responsible for monitoring the area to ensure that customers are of legal drinking age and that alcohol beverages are not impermissibly removed from the premises.
 - c. The sale of alcohol beverages shall be limited to the hours of 8:00 a.m. to 11:00 p.m. All alcohol shall be removed from the expanded premises no later than 11:30 p.m.
- (b) *Special Events.* An establishment holding an alcohol beverage licensee may apply for a temporary expansion of a licensed premises to a public area, by submitting an application to the Clerk. Expansion is limited to property owned or controlled by the licensee. A licensee may be authorized by a special event permit to utilize a street or park property, but may not sell alcohol in the public area. The temporary expansion of a licensed premise for a one-day or otherwise limited day event shall be approved by the Protection and Policy Committee.

Sec. 4-7. Licensing procedures.

- (a) *Common Council approval.* Applications complying with the provisions of this chapter and the Wisconsin Statutes shall be forwarded to the Common Council for action in the order in which they are filed, upon availability of a license type. The Common Council shall review

the application, the applicant's qualifications, and all other relevant factors and determine whether to grant the license application under the provisions of this chapter and the laws of the State of Wisconsin.

- (b) *Conditional approval.* The Common Council may place additional conditions upon a license consistent with the provisions of this chapter and the laws of the State of Wisconsin. Violation of any such condition shall be considered a violation of this section and grounds for suspension or revocation of the license.
- (c) *Administrative approval.*
 - (1) Prior to Common Council approval, the Chief of the Green Bay Police Department shall certify that the applicant has successfully completed a background check, completed business security plan and signed a stipulation agreement
 - (2) Prior to Issuance, the Chief Building Official shall certify that the premises complies with all applicable laws and regulations, including any applicable building code requirements. No license shall be granted for a premises not in compliance with such laws and regulations.
- (d) *Licensing fee.* Upon approval by the Common Council and Administrative Approval, the Clerk shall request a licensing fee pursuant to the Fee Schedule. The licensing fee must be paid prior to issuance of the license. The licensing fee is nonrefundable.
- (e) *Form and expiration of license.* All licenses shall be numbered in the order in which the application was accepted. The date of issuance, the fee paid, and the name of the licensee shall appear on said license. All retail licenses shall expire on June 30 following issuance, unless a license is issued as a 6 Month License, or unless sooner revoked. The Clerk shall affix a signature and seal to each license.
- (f) *License amendment.* A licensee may request change to the licensed premises by submitting a change of premises application to the Clerk. Changes to a licensed premises shall be approved by the Community and Economic Development Department – Inspections. Change of premises applications approved or denied by the Protection and Policy Committee.

Sec. 4-8. Inoperative licenses.

Any license that has not been in continuous use in a manner indicating an ongoing business for a period more than sixty (60) days shall be subject to revocation or nonrenewal, unless otherwise authorized by the Common Council.

Sec. 4-9. Revocations, suspensions, and nonrenewals.

- (a) *Intent; due process.* It is the intent of the Common Council that no license granted under this chapter be revoked, suspended, or nonrenewed without first affording the license holder the due process described herein, including an opportunity for a public evidentiary hearing.
- (b) *Grounds.* Licenses may be the subject of revocation, suspension, or nonrenewal proceedings as described in this section for any violation of Wis. Stats. Ch. 125 or of this Code including, but not limited to, the following:
 - (1) The running of a disorderly house as proscribed by Wis. Stats. § 125.12.

- (2) Activity by any licensee or operator that directly interferes with police officers or otherwise violates the law in a manner substantially related to the operation of the licensed facility.
- (3) Any violation of any health provision of this Code dealing with public health, welfare, and safety.
- (4) Any violation of the building, electrical, or plumbing provisions of this Code or a conditional approval plan letter issued by the Chief Building Official affecting the public health, welfare, and safety.
- (5) Any liquor-related violation involving juveniles as proscribed by Wis. Stats. Ch. 125, including, but not limited to, Wis. Stats. § 125.07.
- (6) Any violation of general statutory restrictions pertaining to licensed premises and operations as proscribed by Wis. Stats. Ch. 125 and this chapter.
- (7) Any failure to maintain the qualifications required of all license holders as detailed by Wis. Stats. § 125.04 and as modified by the conditions of this Code or as a condition of granting or renewing a license.
- (8) Any violation of any restriction, stipulation, or agreement entered with the City or signed in consideration of a license issued under this chapter or Wis. Stats. Ch. 125.
- (9) A lack of continuous use of the license in a manner indicating an ongoing business for a period exceeding sixty (60) days, in accordance with section 4-8.
- (10) The licensee no longer has legal ownership or control of the property included in the premises description. If a portion of the property remains under the licensee's ownership or control and not other reasons for revocation exist, the licensee may modify its licensed premises and continue to operate.

(c) *Correction Meeting.*

- (1) *Notice.* Whenever the Chief of Police determines that, on two (2) or more occasions within a twelve-month period, a licensee has violated any provision of this chapter or Wis. Stats. Ch. 125 in a manner resulting in enforcement action, the Chief may notify the licensee in writing. The notice shall contain the street address of or other description sufficient to identify the licensed premises, a description of the violations and enforcement actions that have occurred at the premises, and notice of the time and place at which the licensee is scheduled to meet with the Chief and the City Attorney as described in this section.
- (2) Any licensee receiving notice pursuant to subsection (1) shall meet with the Chief of Police or designee and the City Attorney or designee at the date and time prescribed in the notice. The parties shall review the problems occurring at the licensed premises. Within ten (10) days of this meeting, the licensee shall submit to the Chief and City Attorney an abatement plan to end the alcohol beverage-related violations and enforcement actions on the premises. The plan shall also specify the name, address, and telephone number of a person living within sixty (60) miles of the property who can be contacted in the event of further police, fire, or inspection contact. Additionally, the plan shall include a signed statement from the licensee indicating their understanding that if they fail to comply with the abatement plan or to take the actions discussed at the

meeting, the City may move forward with efforts to revoke, suspend, or not renew their license. An abatement plan shall remain active for one (1) year.

(d) *License revocation procedure.*

(1) *Complaint.*

- a. Any resident of the City may file a sworn written complaint with the Clerk alleging one or more of the grounds listed in Wis. Stats. § 125.12(2)(ag) about any licensee holding a license under this chapter.
- b. The City Attorney may commence revocation or suspension proceedings against a licensee by filing a formal complaint with the Clerk stating the specific violations comprising the grounds for the revocation or suspension. The City Attorney may initiate revocation or suspension proceedings against a licensee if:
 1. The licensee has been the subject of a correction meeting; and
 2. The licensee commits one or more subsequent violations of this chapter, Wisconsin's criminal code, or Wis. Stats. Ch. 125 which results in enforcement action.

(2) *Summons.* Upon the filing of a complaint under this subsection, the Common Council shall issue a summons signed by the Clerk commanding the licensee complained of to appear before the Common Council on a day and at a place named in such summons, not less than three (7) nor more than ten (14) days from its date, and show cause why the license should not be revoked. Such summons shall be served with a copy of the complaint in accordance with Wis. Stats. Ch. 801 at least three (3) days before the time at which the licensee is commanded to appear.

(3) *Evidentiary hearing.* The Common Council shall conduct a hearing on a complaint filed under this section. Said hearing shall be governed by the provisions of Wis. Stats. § 125.12. The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing.

(e) *Council action.* At the conclusion of the evidentiary hearing, which may be held in open or closed session depending on the nature of the evidence to be produced, the Common Council, following deliberation in open or closed session, shall make one of the following determinations. The Clerk shall give notice of Council's action to the licensee.

- (1) No action shall be taken due to insufficiency of the evidence.
- (2) No action shall be taken at present because an accommodation on the part of the licensee has been reached.
- (3) A suspension of not less than ten (10) nor more than ninety (90) days shall be imposed.
- (4) The license shall be revoked.
- (5) The complaint shall be tabled pending disposition of pending criminal or Municipal Court proceedings, at which time the matter will be considered and a recommendation made.

(f) *Nonrenewal.* A license may be nonrenewed for any of the grounds identified in this section. Each year, the Clerk shall identify any license for nonrenewal and provide that

recommendation to the Common Council for determination on renewal or intent to nonrenewal the license. If the Common Council determines it will not renew, a Notice shall be sent to the licensee stating the grounds for nonrenewal and the right to a hearing. The Notice shall include the specific reasons for the nonrenewal and include any supporting records. The licensee shall have ten (10) days to request, in writing, an evidentiary hearing on the nonrenewal of their license. This hearing shall be held before the Common Council pursuant to Wis. Stats. § 125.12(2)(b). The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing. The Clerk shall issue the licensee a Final Decision document stating the decision of the Common Council to grant the renewal or nonrenew the license within 5 days of the hearing.

- (g) *Appeal.* Appeal from the decision of the Common Council shall be to the Brown County Circuit Court within 30 days of the receipt of Final Decision.
- (h) *Return of licenses.* Licensed revoked or nonrenewed shall be returned to by the pool of available licenses by the Clerk after 30 days following a Notice of Final Decision.

Sec. 4-10. License restrictions.

- (a) *Statutory requirements.* Any license granted pursuant to this chapter to sell intoxicating liquor or fermented malt beverages shall be subject to the regulations, conditions, and restrictions imposed by Wis. Stats. Ch. 125. In addition, the City of Green Bay, pursuant to the authority of Wis. Stats. § 125.10, specifically adopts certain other restrictions and requirements by this section.
- (b) *Moratoria.* The Common Council may by resolution or ordinance establish an alcohol license moratorium in a specific geographical area.
- (c) *Restrictions on location.* No liquor license shall be issued for a premises when any portion of the structure housing the premises would be fewer than 300 feet from the entrance to a structure housing any established public school, parochial school, hospital, or church. Said restriction may be waived by a two-thirds vote of the Common Council. This subsection shall not apply to:
 - (1) Any premises for which a license under this chapter was issued on or before March 25, 2000, and which license has been continuously retained to date;
 - (2) Any premises for which a license under this chapter was issued prior to the occupation within 300 feet thereof of any school, hospital, or church building, and which license has been continuously retained to date;
 - (3) Any picnic license; or
 - (4) Any premises operated as both a restaurant and an establishment for which a Class "B" (beer) or "Class B" (liquor) license has been issued, where the principal business conducted is that of a restaurant.
- (d) *Closing hours.* For the purposes of this section, the term "open" shall mean allowing any person other than the licensee or an employee actively performing job-related duties to enter, loiter, or remain in or on the licensed premises.

- (1) A premises for which a “Class A” (liquor) license has been issued may remain open for the conduct of its regular business but may not sell intoxicating liquor between the hours of 9:00 p.m. and 6:00 a.m.
 - (2) A premises for which a Class “A” (beer) license has been issued may remain open for the conduct of its regular business but may not sell fermented malt beverages between 12:00 midnight and 6:00 a.m.
 - (3) No premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license has been issued may remain open between the hours of 2:00 a.m. and 6:00 a.m., except as otherwise provided in this section. On Saturday and Sunday, no premises may remain open between 2:30 a.m. and 6:00 a.m. On the Sunday that daylight saving time begins, as specified in Wis. Stats. § 175.095(2), no premises may remain open between 3:30 a.m. and 6:00 a.m.
 - (4) On January 1, premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (Wine) license has been issued are not required to close.
 - (5) No licensee or person in charge of a premises for which a Class “B” (beer) or “Class B” (liquor) license has been issued may sell alcohol beverages in their original unopened packages, containers, or bottles for consumption away from the premises between the hours of 12:00 midnight and 6:00 a.m.
 - (6) No establishment for which a “Class C” (liquor) license has been issued shall sell wine in an original bottle or container for consumption either on or off the premises where sold between the hours of 12:00 midnight and 6:00 a.m.
 - (7) Bowling centers, golf courses, movie theatres, painting studios, indoor golf and baseball facilities, racetrack grounds, indoor horseshoe-pitching facilities, curling clubs, golf clubs, and golf clubhouses may remain open for the conduct of their regular business pursuant to the hours of operation specified by its license type. An establishment remaining open for the purpose of its regular business must, always allow for open public access to the licensed establishment after such closing hours. When a question arises as to whether an establishment is open for a purpose other than selling alcohol beverages, the burden shall be on the licensee to demonstrate such other purpose.
 - (8) No person shall loiter in a licensed establishment after closing hours.
- (e) *Disorderly house.*
- (1) *Duty to maintain order.* A licensee under this section shall have a duty to maintain order and peace in and around the licensed premises. This duty shall extend to and include any parking lot or facility adjacent to and servicing the licensed premises.
 - (2) *Police power to close licensed premises.*
 - a. *Police Department.* The Police Department may order any disorderly house closed until 8:00 a.m. the following day when, in the reasonable view of the Department, the licensee or person in charge failed to maintain peace and order, or the Department otherwise believes that the public peace and safety is served by such closing by reason of threat to the bodily security, property, or peaceful repose of any member of the public.

- b. *Department of Community and Economic Development, Inspection Division.* The Inspection Division of the Department of Community and Economic Development may order the temporary suspension of a license under this chapter where an imminent health hazard exists on the licensed premises pending a hearing pursuant to Section 10-24. Such closing may act as grounds for suspension or revocation of a liquor license privilege under this chapter.
 - c. *Brown County Health Department.* The Brown County Health Department may order a licensed establishment to temporarily close due to code violations until such time that those violations are remedied (Brown County Ordinance Ch. 37 Public Health and Wis. Stat. § 33.124).
- (3) *Open containers.* For the purposes of this section, “open container” refers to an alcohol beverage which is no longer sealed in its original container nor sealed by the licensee with a tamper-evident seal, and which is removed from the licensed premises for purposes of off-premises consumption.
- a. *Prohibited.* A licensee or person in charge shall not allow the sale, service, consumption, or carry out of alcohol beverages in open containers outside of the licensed premises. This section is not intended to prohibit the sale of alcohol beverages for off-premises consumption in containers with a tamper-evident seal as allowed by state law.
 - b. *Exemption.* This subsection shall not apply to the carry out of fermented malt beverages in open containers from a licensed premises to a special event premises licensed to fermented malt alcohol beverages if all the following apply:
 - 1. The fermented malt beverage is carried from the licensed premises to the adjoining special event premises.
 - 2. The fermented malt beverage is carried off the licensed premises in a container that does not contain glass.
 - c. Notwithstanding the exemption, no open container may be carried from a special event premises to any licensed premises or from one licensed premises to another licensed premises.
- (f) *Outdoor areas.*
- (1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled outdoor area for use no more than three (3) consecutive days and no more than ninety (90) days in a licensing year. The inclusion of the outdoor area in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment.* A licensee may apply to amend its licensed premises to include an outdoor area. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.

- (3) *Fencing*. Outdoor areas shall be delineated by temporary fencing or similar barrier capable of limiting ingress and egress to licensed areas, unless additional egress is needed for a public safety purpose.
 - (4) *Noise*. No musical instruments, radios, juke boxes, or other means of electric sound amplification may be used or operated in a licensed outdoor area after 10:00 p.m., unless a permit has been granted by the Chief of Police pursuant to Section 24-146(e) of this Code or Section 39.01 of the Brown County Code of Ordinances.
 - (5) *Unlicensed outdoor area*. An unlicensed outdoor area adjacent to and used in conjunction with the licensed premises shall not be used for the purpose of serving or consuming alcohol beverages.
 - (6) *Licensee responsibility*. Any licensed outdoor area is subject to all regulations of this chapter and Wis. Stats. Ch. 125.
 - (7) *Maintaining order*. The licensee shall maintain peace and order over any outdoor area adjacent to and used in conjunction with a licensed premises whether said outdoor area is licensed. Violation of this section may result in the Police Department exercising its authority under this section to order any outdoor premises or the entire licensed area closed in the public interest.
- (g) *Licensed patio*.
- (1) *New applications*. The premises, as described in a license application under this chapter, may include a privately owned or controlled patio. The inclusion of the patio in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment*. A licensee may apply to amend its licensed premises to include an patio. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.
 - (3) *Immediately adjacent*. A licensed patio must be immediately adjacent to the indoor portion of the licensed premises. For purposes of this section, a patio is immediately adjacent if it can be accessed from the indoor portion of the licensed premises without crossing any unlicensed area.
 - (4) *Barrier*. A licensed patio must be enclosed by a permanent fence, structure, or other barrier that clearly delineates the separation from licensed to unlicensed area. The fence, structure, or other barrier must be at least three (3) feet in height and must clearly separate the licensed premises from any non-licensed area. Photographs of the barrier shall be provided with the application.
 - (5) *Ingress*. Access to a licensed patio shall be through an indoor licensed area. Ingress to a licensed patio from an unlicensed area should be limited to safety purposes only. Egress to an unlicensed area without the ability to return shall not be limited, to permit egress for safety purposes.

(h) *Online ordering and curbside pickup of alcohol beverages.*

- (1) *Premises.* No establishment shall allow the online purchase of alcohol beverages and curbside delivery of such purchases (hereinafter, “click and collect”) without first submitting a request to the Clerk to amend its liquor license premises description to include that portion of the establishment’s parking lot that will allow purchasers to park their vehicles for purposes of picking up their online orders. This request must be approved by the Common Council.
- (2) *Operation Plan.* Along with its amendment request, the licensee shall file a detailed operation plan that clearly details how its “click and collect” operation will function. The plan shall include the licensee’s protocol for ensuring that underage persons and intoxicated persons do not pick up alcohol via “click and collect.” If the licensee fails to provide a detailed operation plan with its amendment request, the Clerk shall not forward the request to the Protection and Policy Committee for consideration.
- (3) *Sale.* No establishment holding a license under this chapter shall allow the online purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises.
 - a. Payment for the purchase must be completed on-premises and may not be completed until the purchaser is at the licensed premises and has presented a valid photo identification that has been verified by a licensed operator employed by the establishment.
 - b. The licensed operator must verify that the person picking up the “click and collect” order is the same person who placed the order and is present in the vehicle into which the order is loaded.
 - c. The sale and delivery of “click and collect” purchases shall be made only by a licensed operator.
 - d. No alcohol sales are permitted if the purchaser fails to present valid photo identification.
 - e. The “click and collect” system must allow the purchase of alcohol to be denied without affecting the remainder of the purchase.
 - f. The establishment must capture and retain an image of the vehicle into which each “click and collect” order is loaded for thirty (30) days.
 - g. For each “click and collect” transaction, the establishment must record and retain the following information for thirty (30) days:
 1. The name of the purchaser.
 2. The type of identification card presented and the number and expiration date of that identification card.
 3. The purchaser’s date of birth.
 4. The license plate of the vehicle into which the order is loaded.

- h. If the “click and collect” purchaser is in the vehicle into which the order is loaded but is not the driver, the licensed operator must verify that the driver is 21 years of age or older through valid photo identification stating the driver’s date of birth.
 - i. The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and, in conjunction with the manager, shall assess sobriety for purposes of approving or denying the sale.
 - j. The pick-up area for “click and collect” purchases shall be clearly defined with visible markings, signs, and/or barriers.
- (4) *Hours.* No licensee holding a Class “B” (beer) or “Class B” (liquor) license shall permit the pick-up of “click and collect” orders between the hours of 12:00 midnight and 6:00 a.m. No licensee holding a Class “A” (beer) license or “Class A” (liquor) license shall permit the pick-up of fermented malt beverages between the hours of 12:00 midnight and 8:00 a.m., nor the pick-up of intoxicating liquor between the hours of 9:00 p.m. and 8:00 a.m.
- (5) No events or activities requiring a license under this chapter other than the delivery of “click and collect” orders are permitted on the expanded premises.
- (6) *Penalty.* Any licensee or person who violates any provision of this subsection shall be subject to a forfeiture of not less than \$250.00 nor more than \$1,000.00, plus court costs and fees.
- (i) *Area for liquor sales on “Class A” (liquor) licensed premises.*
- (1) In the interest of limiting juvenile access to alcohol beverages at retail establishments, and in the interest of promoting effective, unhampered, and efficient enforcement of such provisions as they relate to juveniles, no “Class A” (liquor) license shall be granted for any premises where the principal business conducted thereon is other than the sale of alcohol beverages, unless the establishment has:
 - a. A separate area with the ability to lock that portion of the premises during non-sale hours;
 - b. 24-hour surveillance camera(s) with recordings that are available to law enforcement upon request; and
 - c. Signage informing minors that they must be 21 years of age to purchase alcohol.
 - (2) If a question arises as to what principal business is being conducted on a premises, the burden of proof shall be on the applicant or licensee.
 - (3) A violation of this provision can act as grounds for revocation or nonrenewal of a liquor license under this chapter.
- (j) *Restrictions on use of picnic license; licensed operator required.* No person holding a picnic license, as defined in Section 4-1, shall permit the sale of fermented malt beverages unless a person holding an operator’s license issued under this chapter is directly supervising and in control of the area(s) in which the sale of fermented malt beverages occurs. Where two (2) or more areas of sale are used, at least one (1) licensed operator must be present and supervising each area of sale.

- (k) *Violation of stipulation or agreement.* No licensee may violate a provision of a stipulation or other agreement entered with the City or signed in consideration of a license issued by the City under this chapter or Wis. Stats. Ch. 125. Any licensee who violates this provision may be subject to suspension, revocation, or nonrenewal of their license under Section 4-8 or other penalty under Section 4-11.
- (l) *Allowing entry.* No licensee or person in charge may refuse entry to a police officer, peace officer, or agent of the Department of Revenue to the licensed premises at any reasonable time to determine compliance with this chapter and Wis. Stats. Ch. 125. The term “reasonable time” includes, without limitation, all times when the premises is open.
- (m) *Premises capacity.* Every Class “B” (beer) and “Class B” (liquor) licensed establishment shall display a sign stating the maximum number of persons permitted on the premises by this Code, the Wisconsin Administrative Code, and/or the International Building Code. The sign shall be placed in a conspicuous place at the main entrance to each premises. The sign shall have the following wording: "Limit (number) persons." The lettering shall be white on a dark background. The letters shall not be less than one and one-half (1½) inches in height and the number shall not be less than three (3) inches in height. No licensee or person in charge of a premises shall allow more persons on the premises than the maximum number posted thereon.

Sec. 4-10. Operator’s license.

- (a) *Applications.*
 - (1) Application for an operator’s license shall be made to the Clerk on a form supplied by the Clerk’s Office. All applications shall be accurately completed in their entirety or shall be rendered void by the Clerk.
 - (2) The license fee as provided in the City Fee Schedule shall be submitted with the application.
 - (3) Upon receipt of an application, the Clerk shall forward the application to the Police Department for verification of the veracity of the application as well as research into the qualifications of the applicant in accordance with the requirements of Wis. Stats. § 125.04.
 - (4) An operator license may be granted by the Common Council without further review in the event the Police Department approves of the application.
 - (5) The license shall be issued for a period of two (2) consecutive licensing years. At all times while engaged in activities requiring a license issued pursuant to this section, the licensee shall keep the following items available for production upon request of any City or State inspecting officer:
 - a. Their operator’s license; and
 - b. A valid form of identification issued by a governmental agency containing a photograph of the licensee.
- (b) *Provisional license.* The Clerk shall be authorized to issue a provisional operator’s license upon receipt of a regular operator’s license application. The requirements and provisions of Wis. Stats. § 125.17 relating to provisional operators’ licenses are hereby adopted and made

part of this Code as if set forth fully herein. Future amendments are also adopted prospectively, incorporated herein, and intended to become a part of this Code.

(c) *Denial of operator's license.*

- (1) If the Police Department determines that any portion of the application is false or that the applicant does not possess the qualifications under Wis. Stats. § 125.04, the license may be denied by the Police Department.
- (2) The Police Department shall notify any applicant so denied.
- (3) Any applicant whose application has been denied by the Police Department may appeal such determination to the Protection and Policy Committee. Upon appeal, the Protection and Policy Committee shall determine if the applicant possesses the qualifications of Wis. Stats. § 125.04. After making such determination, the Protection and Policy Committee shall forward its recommendation to the Common Council.

(d) *Issuance of license.* The Clerk shall not issue an operator's license until all requirements of this section have been satisfied.

Sec. 4-11. Penalties.

- (a) *Forfeiture.* Any person violating a provision of this chapter where no penalty is specified, and except as described in subsection (d), shall be subject to a forfeiture of not less than \$1.00 nor more than \$500.00 for each offense.
- (b) *Specific violations.* Any person violating Wis. Stats. §§ 125.07(1) and (4), 125.085, or 125.09(2), as adopted in Section 4-2, shall be subject to the penalties provided therein.

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 _____, 2023.

APPROVED:

Mayor

ATTEST:

Clerk
[Date]

GENERAL ORDINANCE NO. 05-23

**AN ORDINANCE
REPEALING AND RECREATING CHAPTER 44, ARTICLE XIII,
GREEN BAY MUNICIPAL CODE,
RELATING TO FLOODPLAIN OVERLAY DISTRICT**

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

SECTION 1. Article XIII of Chapter 44, Green Bay Municipal Code, is hereby repealed and recreated to read:

DIVISION 1. STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE, AND DEFINITIONS

44-1041. Statutory authorization. The ordinance from which this article is derived is adopted pursuant to the authorization in Wis. Stat. § 62.23 and the requirements in Wis. Stat. § 87.30.

44-1042. Finding of Fact. Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare, and tax base.

44-1043. Statement of purpose. This Article is intended to regulate floodplain development to:

- (1) Protect life, health, and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;
- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if any practicable alternative exists to locate the activity, use, or structure outside of the floodplain.

44-1044. Title. This Article shall be known as the Floodplain Zoning Code of the City of Green Bay.

44-1045. Definitions. Unless specifically defined, words and phrases in this article shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word “may” is permissive; “shall” is mandatory and is not discretionary. If a conflict should arise between a definition in this section and any definition(s) applicable elsewhere in this Chapter, the definition in this section shall control.

A Zone means that area shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

AH Zone has the meaning given to *Area of shallow flooding*.

AO Zone has the meaning given to *Area of shallow flooding*.

Accessory structure or use means a facility, structure, building, or use which is accessory or incidental to the principal use of a property, structure, or building. An accessory structure shall not be used for human habitation.

Alteration means an enhancement, upgrade, or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning, and other systems within a structure.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community’s Flood Insurance Rate Map (FIRM) with a one (1) percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

Base flood means the flood having a one (1) percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.

Basement means any enclosed area of a building having its floor sub-grade on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Building has the meaning given to *Structure*.

Bulkhead line means a geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to Wis. Stats. § 30.11 and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this article.

Campground means any parcel of land which is designed, maintained, intended, or used for the purpose of providing sites for nonpermanent overnight use by four (4) or more camping units, or which is advertised or represented as a camping area.

Camping unit means any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.

Certificate of compliance means a certification that the construction and the use of land or a building, the elevation of fill, or the lowest floor of a structure is in compliance with all of the provisions of this article.

Channel means a natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

Coastal floodplain means an area along the coast of Lake Michigan which is inundated by the regional flood and which is also subject to additional hazard due to wave runup.

Coastal high hazard area means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms.

Crawlway or *crawl space* means an enclosed area below the first usable floor of a building, generally less than five (5) feet in height, used for access to plumbing and electrical utilities.

Deck means an unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.

Department or *DNR* means the Wisconsin Department of Natural Resources.

Development means any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures, or accessory structures; the construction of additions or alterations to buildings, structures, or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation, or drilling operations; the storage, deposition, or extraction of materials or equipment; and the installation, repair, or removal of public or private sewage disposal systems or water supply facilities.

Director means the Director of the Department of Community and Economic Development or their designee.

Dryland access means a vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief

vehicles.

Encroachment means any fill, structure, equipment, use, or development in the floodway.

Federal Emergency Management Agency or *FEMA* means the federal agency that administers the National Flood Insurance Program.

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- (1) The overflow or rise of inland waters.
- (2) The rapid accumulation or runoff of surface waters from any source.
- (3) The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan.
- (4) The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm or an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

Flood frequency means the probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average, once in a specified number of years or as a percent chance of occurring in any given year.

Flood hazard boundary map means a map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

Flood Insurance Rate Map or *FIRM* means a map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

Flood insurance study or *FIS* means a technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

Flood profile means a graph or longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

Flood protection elevation means an elevation of two (2) feet of freeboard above the Regional Flood Elevation. (Also see *freeboard*.)

Flood storage means those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

Floodfringe means that portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.

Floodplain means land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.

Floodplain island means a natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

Floodplain management means policies and procedures used to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

Floodproofing means any combination of structural provisions, changes, or adjustments to properties and structures, water and sanitary facilities, and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

Freeboard means a safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development, and aggregation of the river or stream bed.

Habitable structure means any structure or portion thereof used or designed for human habitation.

Hearing notice means publication or posting meeting the requirements of Wis. Stats. Ch. 985. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least one week (7 days) before the hearing, is required. Local ordinances or bylaws may require additional notice exceeding these minimums.

High flood damage potential means damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

Highest adjacent grade means the highest natural elevation of the ground surface prior to

construction next to the proposed walls of a structure.

Historic structure means any structure that meets one of the following criteria:

- (1) The structure is listed individually in the National Register of Historic Places or the Secretary of the Interior has preliminarily determined that it meets the requirements for individual listing on the National Register.
- (2) The structure has been certified as contributing, or the Secretary of the Interior has preliminarily determined that the structure contributes, to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
- (3) The structure is individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of the Interior.
- (4) The structure is individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior, or by the Secretary of the Interior in states without approved programs.

Increase in regional flood height means a calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

Land use means any nonstructural use made of unimproved or improved real estate. (Also see *development*.)

Lowest adjacent grade means elevation of the lowest ground surface that touches any of the exterior walls of a building.

Lowest floor means the lowest floor of the lowest enclosed area, including a basement. An enclosed space as provided in Section 44-1241(6)c., is not considered the building's lowest floor.

Maintenance means the act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems, or equipment with equivalent fixtures, systems, or structures.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

Mobile/manufactured home park or subdivision means a parcel or contiguous parcels of land divided into two or more manufactured home lots for rent or sale.

Mobile/manufactured home park or subdivision, existing means a parcel of land divided into

two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of the ordinance from which this article is derived. This includes, but is not limited to, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Mobile/manufactured home park, expansion to existing means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets, and either final site grading or the pouring of concrete pads.

Mobile recreational vehicle means a vehicle which is built on a single chassis, 400 square feet or smaller when measured at the largest horizontal projection; designed to be self-propelled, carried, or permanently towable by a licensed, light-duty vehicle; licensed for highway use if registration is required; and designed primarily for use as temporary living quarters for recreational, camping, travel, or seasonal use, and not as a permanent dwelling. Manufactured homes that are towed or carried onto a parcel of land but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of “mobile recreational vehicles.”

Model, corrected effective means a hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

Model, duplicate effective means a copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.

Model, effective means the hydraulic engineering model that was used to produce the current effective Flood Insurance Study.

Model, existing (pre-project) means a modification of the Duplicate Effective Model or Corrected Effective Model to reflect any humanmade modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

Model, revised (post-project) means a modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model, or Corrected Effective Model to reflect revised or post-project conditions.

Moderate wave action area (MoWA) means a special flood hazard area subject to the potential for breaking wave heights of greater than or equal to one and one-half (1.5) feet, but less than three (3) feet, where the primary source of flooding is astronomical tides, storm surges, seiches, and/or tsunamis. A MoWA is an area within zone AE on a FIRM that is between the inland limit of zone VE and a Limit of Moderate Wave Action, where identified. (Also known as “coastal A zone.”)

National Geodetic Vertical Datum or *NGVD* means elevations referenced to mean sea level datum, 1929 adjustment.

New construction means structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.

Non-flood disaster means a fire or an ice storm, tornado, windstorm, mudslide or other destructive act of nature, but excludes a flood.

Nonconforming structure means an existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this article for the area of the floodplain it occupies. For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.

Nonconforming use means an existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this article for the area of the floodplain which it occupies, such as a residence in the floodway.

North American Vertical Datum or *NAVD* means elevations referenced to mean sea level datum, 1988 adjustment.

Obstruction to flow means any development which blocks the conveyance of floodwaters such that the development alone or together with any future development will cause an increase in regional flood height.

Official floodplain zoning map means that map, adopted and made part of this article, as described in Section 44-1075, which has been approved by the Department and FEMA.

Open space use means those uses having a relatively low flood damage potential and not involving structures.

Ordinary highwater mark means the point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction, or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

Person means an individual or group of individuals, corporation, partnership, association,

municipality, or state agency.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Private sewage system means a sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure, or a system located on a different parcel than the structure.

Public utilities means those utilities using underground or overhead transmission lines such as electric, telephone, and telegraph, and distribution and collection systems such as water, sanitary sewer, and storm sewer.

Ready for highway use means a mobile recreational vehicle that is on its wheels or jacking system, is attached to a site only by quick-disconnect utilities and security devices, and has no permanently attached additions.

Reasonably safe from flooding means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

Regional flood means a flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one (1) percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the regional flood elevation (RFE) is equivalent to the base flood elevation (BFE).

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Start of construction means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include: the installation of streets and/or walkways; the excavation for a basement, footings, piers, or foundations or the erection of temporary forms; the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units nor part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor, or other

structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means any manmade object with form, shape, and utility, either permanently or temporarily attached to, placed upon, or set into the ground, stream bed, or lakebed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams, and culverts.

Subdivision means has the meaning given in Wis. Stats. § 236.02(12).

Substantial damage means damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure, nor any project for the improvement of a building required to correct existing health, sanitary, or safety code violations identified by the Director of the Department of Community and Economic Development and which improvements are the minimum necessary to assure safe living conditions.

Unnecessary hardship means special conditions affecting a particular property which were not self-created and have made strict conformity with restrictions governing areas, setbacks, frontage, height, or density unnecessarily burdensome or unreasonable in light of the purposes of this article.

Variance means an authorization by the Board of Appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in this article.

Violation means the failure of a structure or other development to be fully compliant with this article. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates, or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

Watershed means the entire region contributing runoff or surface water to a watercourse or body of water.

Water surface profile means a graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

Well means an excavation opening in the ground made by digging, boring, drilling, driving, or other methods to obtain groundwater regardless of its intended use.

Zoning Administrator means the appointed Zoning Administrator or their designee.

Sections 44-1046 to 44-1073. Reserved.

DIVISION 2. GENERAL PROVISIONS

44-1074. Areas to be regulated. This Article regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30, AE, VE, V1-30, or V on the Flood Insurance Rate Map. Additional areas identified on maps approved by the DNR and the City may also be regulated under the provisions of this article, where applicable.

44-1075. Official maps and revisions. Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH, AO, VE, V1-30 or V on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subsection (1) below. Additional flood hazard areas subject to regulation under this article are identified on maps based on studies approved by the DNR and listed in subsection (2) below. These maps and revisions are on file in the office of the Zoning Administrator for the City of Green Bay.

(1) *Official maps based on the Flood Insurance Study (FIS).*

a. Flood Insurance Rate Map (FIRM), City of Green Bay, Wisconsin

<u>Panel number</u>	<u>Dated</u>
55009C0168G	5/9/2023
55009C0161F	8/18/2009
55009C0162F	8/18/2009
55009C0166G	5/9/2023
55009C0187G	5/9/2023
55009C0188G	5/9/2023
55009C0189G	5/9/2023
55009C0191G	5/9/2023
55009C0192F	8/18/2009
55009C0194F	8/18/2009
55009C0215F	8/18/2009
55009C0232F	8/18/2009
55009C0251F	8/18/2009
55009C0252F	8/18/2009
55009C0256G	5/9/2023
55009C0257G	5/9/2023
55009C0277F	8/18/2009
55009C0281F	8/18/2009
55009C0282F	8/18/2009
55009C0193G	5/9/2023
55009C0163F	8/18/2009

55009C0142G	3/17/2014
55009C0144G	3/17/2014
55009C0164F	8/18/2009
55009C0276G	5/9/2023
55009C0169G	5/9/2023
55009C0167G	5/9/2023
55009C0183G	5/9/2023
55009C0186G	5/9/2023
55009C0184G	5/9/2023

b. Flood Insurance Study (FIS) volumes 55009CV001C, 55009CV002C, 55009CV003C, and 55009CV004C for the City of Green Bay, Brown County WI dated 05/23/2023 Flood Insurance Study (FIS)

Commented [VHMAD(1): Please edit the FIS section as indicated. FEMA and DNR will not approve the ordinance without this change.

Commented [LW2R1]: A prior revision from 2/22/2023 included this language. Updated and removed "and adjoining communities" as requested.

c. *Letter of Map Revision.* The following are Letter of Map Revisions Based on Fill (LOMR-F) on file with the Community & Economic Development Department:

<u>Case Number</u>	<u>Tax Parcel</u>	<u>Date Approved</u>
22-05-1062A	21-1083	2/9/2022
22-05-0940A	18-781	1/24/2022
21-05-3855C	22-55-1	11/16/2021
21-05-1276A	21-947	2/10/2021
20-05-1747A	15-168-A	3/6/2020
19-05-2212A	22-58	4/3/2019
18-05-2755A	22-1231	4/5/2018
17-05-4875A	23-260-2	7/12/2017
15-05-4265A	21-1159	7/8/2015

Approved by: The DNR and FEMA

(2) *Official maps based on other studies.* Any official maps adopted pursuant to this article shall be approved by the DNR prior to adoption and must be more restrictive than those based on the FIS at the site of the proposed development.

Sections 44-1076 to 44-1103. Reserved.

DIVISION 3. ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS

44-1104. Districts defined. The flood hazard areas regulated by this article are divided into districts as follows.

(1) The Floodway District (FW) consists of the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional

floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to Section 44-1224.

- (2) The Floodfringe District (FF) consists of that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to Section 44-1224, within A Zones shown on the FIRM.
- (3) The General Floodplain District (GFP) consists of those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.
- (4) The Coastal Floodplain District (CFP) is an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms, including areas identified as zone V, V1-30, or VE on the FIRM. Where a riverine AE floodway extends into the CFP district, development within the floodway must comply with the regulations for both the FW and CFP districts. Where a riverine A zone or AE zone with no floodway determination abuts the CFP district, the riverine study's floodway limit must be determined based on standard floodway expansion principles within the CFP district and development within the floodway must comply with the standards for both the FW and CFP districts.

44-1105. Locating floodplain boundaries. Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in this subsection. If a significant difference exists, the map shall be amended according to this article. The Zoning Administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The Zoning Administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the Zoning Administrator and an applicant over the district boundary line shall be settled according to Section 44-1281 and the criteria in this subsection. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to Division 11 of this article.

- (1) If flood profiles exist, the map scale and profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
- (2) Where flood profiles do not exist for projects, including any boundary of zone A, AO, V1-30, VE or V, the location of the boundary shall be determined by the map scale.

44-1106. Removal of lands from floodplain.

- (a) Compliance with the provisions of this article shall not be grounds for removing land from the floodplain unless it is filled at least two (2) feet above the regional or base flood

elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to this article.

- (b) The delineation of any of the Floodplain Districts may be revised by the City where natural or human-made changes have occurred and/or where more detailed studies have been conducted. Prior to any such change, approval must be obtained from the DNR and FEMA. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all of the following criteria are met.
 - (1) The land and/or land around the structure must be filled at least two (2) feet above the regional or base flood elevation.
 - (2) The fill must be contiguous to land outside the floodplain.
 - (3) The applicant shall obtain a floodplain development permit before applying for a LOMR or LOMR-F.
- (c) Removal of lands from the floodplain may also occur by operation of Wis. Stats. § 87.30(1)(e) if a property owner has obtained a letter of map amendment from FEMA under 44 C.F.R. 70.

44-1107. Compliance.

- (a) No structure or use within the areas regulated by this article shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other regulations applicable to uses within the jurisdiction of these regulations.
- (b) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Division 12.
- (c) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use and arrangement set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with Division 12.

44-1108. Municipalities and state agencies regulated. Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this article and obtain all necessary permits. State agencies are required to comply if Wis. Stats. § 13.48(13) applies. The construction, reconstruction, maintenance, and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when Wis. Stats. § 30.2022 applies. Although exempt from local zoning permitting requirements and fees, DOT must provide sufficient project documentation and analysis to ensure that the City remains in compliance with federal, state, and local floodplain standards.

44-1109. Abrogation and greater restrictions.

- (a) The ordinance from which this article is derived supersedes all provisions of any municipal zoning ordinance enacted under Wis. Stat. § 62.23 which relate to floodplains. A more restrictive provision shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
- (b) The ordinance from which this article is derived is not intended to repeal, abrogate, or impair any existing deed restrictions, covenants, or easements. If this article imposes greater restrictions, the provisions of this article shall prevail.

44-1110. Interpretation. In their interpretation and application, the provisions of this article are the minimum requirements liberally construed in favor of the City and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this article required by Wis. Admin. Code NR ch. 116 is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of the ordinance from which this article is derived or in effect on the date of the most recent text amendment to this article.

44-1111. Warning and disclaimer of liability. The flood protection standards in this article are based on engineering experience and research. Larger floods may occur, or flood height may be increased by man-made or natural causes. This Article does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This Article does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this article.

44-1112. Severability. Should any portion of this article be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this article shall not be affected.

44-1113. Annexed areas. The Brown County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the City for all annexed areas until the City adopts and enforces an ordinance which meets the requirements of Wis. Admin. Code NR ch. 116 and 44 CFR 59-72, National Flood Insurance Program (NFIP). These annexed lands are described on the City's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the Zoning Administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

Sections 44-1114 to 44-1132. Reserved.

DIVISION 4. GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS

44-1133. General development standards. The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.

(1) If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall be all of the following.

- a. Designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- b. Constructed with flood-resistant materials.
- c. Constructed by methods and practices that minimize flood damages.
- d. Constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(2) All subdivision proposals, including for manufactured home parks, shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this article and all other land use permit requirements in Section 44-1279(b). If a subdivision or other proposed new development is in a flood-prone area, the community shall assure that:

- a. Such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;
- b. Public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
- c. Adequate drainage is provided to reduce exposure to flood hazards.

44-1134. Hydraulic and hydrologic analyses.

(a) No floodplain development shall:

- (1) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
- (2) Cause any increase in the regional flood height due to floodplain storage area lost.

(b) The Zoning Administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of Division 11 of this article are met.

44-1135. Watercourse alterations.

- (a) No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the Zoning Administrator has notified all adjacent municipalities, the Department and FEMA regional offices, in writing, and required the applicant to secure all necessary state and federal permits. The standards of Section 44-1134 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.
- (b) As soon as is practicable, but not later than six (6) months after the date of the watercourse alteration or relocation and pursuant to Division 11 of this article, the City shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

44-1136. Development under Wis. Stats. Chs. 30 and 31. Development which requires a permit from the Department under Wis. Stats. Chs. 30 and 31, such as docks, piers, wharves, bridges, culverts, dams, and navigational aids, may be allowed if the necessary permits are obtained and amendments to this article are made according to Division 11 hereof.

44-1137. Public or private campgrounds. Public or private campgrounds shall have a low flood damage potential and shall satisfy all of the following requirements.

- (1) The campground is approved by the Department of Agriculture, Trade and Consumer Protection.
- (2) The Zoning Administrator has issued a land use permit for the campground.
- (3) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants.
- (4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator, and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, the personnel responsible for monitoring flood elevations, the types of warning systems to be used, the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation.
- (5) An agreement under subsection (4) shall be for no more than one (1) calendar year, at which time the agreement shall be reviewed and updated by the officials identified in that subsection to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations.
- (6) Any mobile recreational vehicle placed on the campground must satisfy one of the following requirements.

- a. The vehicle is fully licensed, if required, and ready for highway use.
 - b. The vehicle must not occupy any site in the campground for more than 180 consecutive days, at which time the vehicle must be removed from the floodplain for a minimum of 24 hours.
 - c. The vehicle must meet the requirements in Divisions 5 through 8 of this article for the floodplain district in which the campground is located.
- (7) All camping units that remain on site for more than thirty (30) days shall be issued a limited authorization by the campground operator, a written copy of which shall be kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with subsection (6) and shall ensure compliance with all the provisions of this section.
 - (8) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section.
 - (9) All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in Divisions 5 through 8 of this article for the floodplain district in which the structure is located.
 - (10) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued.
 - (11) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems, and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

Sections 44-1138 to 44-1167. Reserved.

DIVISION 5. FLOODWAY DISTRICT (FW)

44-1168. Applicability. This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to Section 44-1224.

44-1169. Permitted uses. The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District if they are not prohibited by any other provision of this chapter, they meet the standards in Sections 44-1170 and 44-1171, and all permits or certificates have been issued according to Section 44-1279.

- (1) Agricultural uses such as farming, outdoor plant nurseries, horticulture, viticulture, and wild crop harvesting.
- (2) Nonstructural industrial and commercial uses such as loading areas, parking areas, and airport landing strips.

- (3) Nonstructural recreational uses such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap, and skeet activities, hunting and fishing areas, and hiking and horseback riding trails, subject to the fill limitations of Section 44-1170.
- (4) Uses or structures accessory to open space uses or classified as historic structures that comply with Sections 44-1170 and 44-1171.
- (5) Extraction of sand, gravel, or other materials that comply with Section 44-1170(d).
- (6) Functionally water-dependent uses such as docks, piers, or wharves, dams, flowage areas, culverts, navigational aids, and river crossings of transmission lines, and pipelines that comply with Wis. Stats. Chs. 30 and 31.
- (7) Public utilities, streets, and bridges that comply with Section 44-1170(c).
- (8) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Wis. Admin. Code SPS ch. 383.
- (9) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and Wis. Admin. Code NR chs. NR 811 and 812.
- (10) Wastewater treatment ponds or facilities permitted under Wis. Admin. Code NR § 110.15(3)(b).
- (11) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that comply with the regulations for the floodplain area occupied.

44-1170. Standards for developments in the floodway.

(a) *General.*

- (1) Any development in the floodway shall comply with Division 4 of this article and have a low flood damage potential.
- (2) Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to Sections 44-1134 and 44-1279(c). The analysis must be completed by a registered professional engineer in the state of Wisconsin.
- (3) Any encroachment on the regulatory floodway is prohibited unless the data submitted pursuant to subsection (2) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in Section 44-1106.

(b) *Structures.*

- (1) Structures accessory to permanent open space uses, including utility and sanitary facilities, or which are functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria.
 - a. Such structure is not designed for human habitation, does not have a high flood damage potential, and is constructed to minimize flood damage.
 - b. Either the lowest floor of the structure is elevated to or above the flood protection elevation or the structure otherwise meets all the following standards.
 1. The lowest floor is elevated to or above the regional flood elevation and is dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding.
 2. The structural components are capable of meeting all provisions of subsection (b)(3) below.
 3. A registered professional engineer or architect has certified, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with subsection (b)(3).
 - c. The structure is anchored to resist flotation, collapse, and lateral movement.
 - d. Mechanical and utility equipment are elevated to or above the flood protection elevation.
 - e. The structure does not obstruct the flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
- (2) In order to develop a structure designed to allow the automatic entry of floodwaters below the regional flood elevation, an applicant shall submit a plan that satisfies the requirements of this section and meets or exceeds the following standards.
 - a. The lowest floor is elevated to or above the regional flood elevation.
 - b. The structure has a minimum of two (2) openings which have a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding.
 - c. The bottom of all such openings shall be no higher than one (1) foot above the lowest adjacent grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.
 - d. The use must be limited to parking, building access, or limited storage.

- (3) *Certification.* Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces, and other factors associated with the regional flood.
- a. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup.
 - b. Construction of wells, water supply systems, and waste treatment systems so as to prevent the entrance of flood waters in such systems. Said systems must comply with this Division, including the provisions of Sections 44-1171(4) and (5).
 - c. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors.
 - d. Cutoff valves on sewer lines or the elimination of gravity flow basement drains.
 - e. Placement of utilities at or above the flood protection elevation.
- (c) *Public utilities, streets, and bridges.* Public utilities, streets, and bridges may be allowed by permit if the following criteria are met.
- (1) Adequate floodproofing measures are provided to the flood protection elevation.
 - (2) Construction meets the development standards of Section 44-1134.
- (d) *Fills or deposition of materials.* Fills or deposition of materials may be allowed by permit if the following criteria are met.
- (1) The requirements of Section 44-1134 are satisfied.
 - (2) No material is deposited in navigable waters unless a permit is issued by the Department pursuant to Wis. Stats. Ch. 30 and, if applicable, the federal government issues a permit pursuant to Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344, and all other requirements have been met.
 - (3) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling, or bulkheading.
 - (4) The fill is not classified as a solid or hazardous material.

44-1171. Prohibited uses. All uses not listed as permitted uses in Section 44-1169 are prohibited, including the following uses:

- (1) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses.

- (2) Storing materials that are buoyant, flammable, explosive, or injurious to property, water quality, or human, animal, plant, fish or other aquatic life.
- (3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts.
- (4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Wis. Admin. Code SPS ch. 383.
- (5) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and Wis. Admin. Code NR chs. 811 and 812.
- (6) Any solid or hazardous waste disposal sites.
- (7) Any wastewater treatment ponds or facilities, except those permitted under Wis. Admin. Code NR § 110.15(3)(b).
- (8) Any sanitary sewer or water supply lines, except those providing to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

Sections 44-1172 to 44-1190. Reserved.

DIVISION 6. FLOODFRINGE DISTRICT (FF)

44-1191. Applicability. This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to Section 44-1224.

44-1192. Permitted uses. Any structure, land use, or development is allowed in the Floodfringe District if the standards in Section 44-1193 are met, the use is not prohibited by this article or any other zoning regulation, and all permits or certificates specified in Section 44-1279 have been issued.

44-1193. Standards for development in the floodfringe. In addition to all of the general provisions from Division 2 of this article, the following requirements shall apply to development in the floodfringe according to the use requested. Any existing structure in the floodfringe must meet the nonconforming use requirements of Division 9 of this article.

- (1) *Residential uses.* Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of Division 9 Nonconforming Uses;

Commented [VHMAD(3)]: Please edit to match the model. This sentence was missing after the word standards. . "Any existing structure in the floodfringe must meet the requirements of Division 9 Nonconforming Uses;"

Commented [LW4R3]: Accepted to match the model.

- a. All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one (1) foot or more above the regional flood elevation extending at least fifteen (15) feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet Section 44-1106.
- b. Notwithstanding subsection a. above, a basement or crawlspace floor may be placed one (1) foot above the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed lower than one (1) foot above the regional flood elevation.
- c. Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subsection (d).
- d. In developments where existing street or sewer line elevations make compliance with subsection (c) impractical, the City may permit new development and substantial improvements where roads are below the regional flood elevation, provided that at least one of the following criteria is satisfied.
1. The City has written assurance from police, fire, and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
 2. The City has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.
- (2) *Accessory structures or uses.* In addition to all of the general provisions from Division 2 of this article, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.
- (3) *Commercial uses.* In addition to all of the general provisions from Division 2 of this article, any commercial structure which is erected, altered, or moved into the floodfringe shall meet or exceed the standards for residential uses under subsection (1). Subject to the requirements of subsection (5), storage yards, surface parking lots, and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- (4) *Manufacturing and industrial uses.* In addition to all of the general provisions from Division 2 of this article, any manufacturing or industrial structure which is erected, altered, or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in Section 44-1283.

Commented [VHMAD(5)]: Please edit, as indicated, to match the CRS language

Commented [LW6R5]: Accepted deletion.

Subject to the requirements of subsection (5), storage yards, surface parking lots, and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

- (5) *Storage of materials.* Materials that are buoyant, flammable, explosive, or injurious to property, water quality, or human, animal, plant, fish, or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with Section 44-1283. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.
- (6) *Public utilities, streets, and bridges.* All utilities, streets, and bridges shall be designed to be compatible with comprehensive floodplain development plans.
 - a. When failure of public utilities, streets, and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with Section 44-1283.
 - b. Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.
- (7) *Sewage systems.* All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, in accordance with Section 44-1283(c), to the flood protection elevation and shall meet the provisions of all local ordinances and Wis. Admin. Code SPS ch. 383.
- (8) *Wells.* All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, in accordance with Section 44-1283(c), to the flood protection elevation and shall meet the provisions of Wis. Admin. Code NR chs. 811 and 812.
- (9) *Solid waste disposal sites.* Disposal of solid or hazardous waste is prohibited in floodfringe areas.
- (10) *Deposition of materials.* Any deposited material must meet all the provisions of this article.
- (11) *Manufactured homes.*
 - a. Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage and prepare, secure approval of, and file an evacuation plan indicating vehicular access and escape routes with local emergency management authorities.
 - b. In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall satisfy the following criteria.

1. The lowest floor shall be elevated to the flood protection elevation.
 2. The homes shall be anchored so they do not float, collapse, or move laterally during a flood.
 - c. Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement, and substantially improved manufactured homes shall meet the residential development standards for the floodfringe subsection (1).
- (12) *Mobile recreational vehicles.* All mobile recreational vehicles must be on site for fewer than 180 consecutive days and satisfy one of the following requirements.
- (a) The vehicle is fully licensed, if required, and ready for highway use.
 - (b) The vehicle meets the elevation and anchoring requirements in subsection (11).

Sections 44-1194 to 44-1219. Reserved.

DIVISION 7. GENERAL FLOODPLAIN DISTRICT (GFP)

44-1220. Applicability. The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in Section 44-1075(1).

44-1221. Floodway boundaries. For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in Section 44-1075(1), the boundaries of the regulatory floodway shall be determined pursuant to Section 44-1224. If the proposed development would encroach upon the regulatory floodway, the development is subject to the standards of Division 5. If the development is located entirely within the floodfringe, the development is subject to the standards of Division 6.

44-1222. Permitted uses. Pursuant to Section 44-1224, it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (Section 44-1169) and Floodfringe (Section 44-1192) Districts are allowed within the General Floodplain District, according to the standards of Section 44-1223 provided that all permits or certificates required under Section 44-1279 have been issued.

44-1223. Standards for development in the general floodplain district. Division 5 applies to floodway areas, determined pursuant to Section 44-1224; Division 6 applies to floodfringe areas, determined pursuant to Section 44-1224.

- (1) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated to or above one of the following.

- a. The depth, in feet, as shown on the FIRM, above the highest adjacent natural grade, plus one (1) additional foot of freeboard; or
 - b. If the depth is not specified on the FIRM, three (3) feet above the highest adjacent natural grade.
- (2) New construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.
 - (3) In zones AO and AH, all new construction and substantial improvement of structures shall provide adequate drainage paths to guide floodwaters around structures.
 - (4) All development in zones AO and AH shall meet the requirements applicable to floodfringe areas in Division 6.

44-1224. Determining floodway and floodfringe limits. Upon receiving an application for development within zone A or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the Zoning Administrator shall require the applicant to:

- (1) Submit two (2) copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations, and flood proofing measures, as well as the flood zone as shown on the FIRM.
- (2) Furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation, and to determine floodway boundaries.
 - a. A Hydrologic and Hydraulic Study as specified in Section 44-1279(c).
 - b. A surface view plan showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location, and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; and soil types and other pertinent information.
 - c. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply, and sanitary facilities.

Sections 44-1225 to 44-1239. Reserved.

DIVISION 8. COASTAL FLOODPLAIN DISTRICT (CFD)

44-1240. Applicability. The provisions of this Division apply to all Coastal Floodplain Districts (CFD) shown on the floodplain zoning maps, including zones V, V1-30, and VE. Where a floodway shown on the floodplain zoning maps, a floodway determined as explained in Section

44-1104(4), or a regulatory floodway identified pursuant to Section 44-1224 extends into a Coastal Floodplain District, development shall comply with the standards of Division 5.

44-1241. Standards for development in the coastal floodplain district. Development in the CFD shall meet the requirements of Division 4, as well as all of the following requirements.

- (1) New construction shall be located landward of the Ordinary High Water Mark.
- (2) Bulkheads, seawalls, revetments, and other erosion control measures shall not be connected to the foundation or superstructure of a building and shall be designed and constructed so as not to direct floodwaters or increase flood forces or erosion impacts on the foundation or superstructure of any building.
- (3) Human-made alterations of sand dunes are prohibited unless an engineering report documents that the alterations will not increase potential flood damage by reducing the wave and flow dissipation characteristics of the sand dunes.
- (4) The use of fill for structural support of buildings is prohibited.
 - a. Non-structural fill shall be permitted only if an engineering report demonstrates that the fill will not cause runoff, ramping, or deflection of floodwaters that cause damage to buildings.
- (5) New construction and substantial improvement of buildings shall be elevated, consistent with Wis. Admin. Code SPS § 321.34, on pilings or columns so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the FPE.
 - a. The pile or column foundation and structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 *Minimum design loads and associated criteria for buildings and other structures* or other equivalent standard.
 - b. A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Section 44-1241(5).
- (6) New construction and substantial improvement of buildings shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

- a. For the purpose of Section 44-1241(6), a breakaway wall shall have a design safe loading resistance of not less than ten (10) and not more than twenty (20) pounds per square foot.
 - b. Use of breakaway walls which exceed a design safe loading resistance of twenty (20) pounds per square foot, either by design or where so required by local or state codes, may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet all of the following conditions.
 - 1. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 - 2. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 *Minimum design loads and associated criteria for buildings and other structures*, or equivalent standard.
 - c. All space enclosed by breakaway walls, open wood lattice-work, or insect screening below the lowest floor shall be used solely for parking, building access, or storage.
- (7) Require within flood-prone areas:
- a. New and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems; and
 - b. New and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems, discharges from the systems into flood waters, and onsite waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.
- (8) All mobile recreation vehicles must be on site for fewer than 180 consecutive days and satisfy one of the following requirements.
- a. The vehicle must be fully licensed and ready for highway use.
 - b. The vehicle must meet the standards of Section 44-1241(1) through (9), inclusive.
- (9) Manufactured homes placed or substantially improved within the Coastal Floodplain District shall meet the standards of Section 44-1241(1) through (9), inclusive.

Section 44-1242 to 44-1249. Reserved.

DIVISION 9. NONCONFORMING USES

44-1250. General regulations.

(a) Applicability.

- (1) The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within this article or with Wis. Stats. § 87.30, Wis. Admin. Code NR §§ 116.12 through 116.14, and 44 CFR 59-72. These standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of the ordinance from which this article is derived or any amendment thereto. A party asserting the existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning regulations in effect at the time the use or structure was created.
 - (2) As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, the City shall develop a list of those nonconforming buildings, their present equalized assessed values, and the costs of those activities associated with changes to those buildings.
- (b) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this article may continue subject to the following conditions.
- (1) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this article. The words “modification” and “addition” include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding, or replacement of any such existing use, structure, or accessory structure or use. “Modification” does not include maintenance activities, including, but not limited to, painting, decorating, paneling, and other nonstructural components and the maintenance, repair, or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance. The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification, or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.
 - (2) If a nonconforming use or the use of a nonconforming structure is discontinued for twelve (12) consecutive months, it is no longer permitted and any future use of the property, including any structure or building thereon, shall conform to the applicable requirements of this article.
 - (3) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed values, the cost of all modifications or additions which have been permitted, and the percentage of each structure’s total current value those modifications represent;

- (4) No modification or addition to any nonconforming structure or any structure with a nonconforming use which over the life of the structure would equal or exceed 50 percent of its present equalized assessed value shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this article. Contiguous dry land access must be provided for residential and commercial uses in compliance with Section 44-1193(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50 percent provisions of this subsection.
- (5) No maintenance on a per-event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50 percent of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this article. Contiguous dry land access must be provided for residential and commercial uses in compliance with Section 44-1193(1). Maintenance to any nonconforming structure which does not exceed 50 percent of its present equalized assessed value on a per-event basis does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.
- (6) If on a per-event basis the total value of the work being done under subsections (4) and (5) equals or exceeds 50 percent of the present equalized assessed value the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this article. Contiguous dry land access must be provided for residential and commercial uses in compliance with Section 44-1193(1).
- (7) Except as provided in subsection (8), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed, or rebuilt unless the use and the structure meet the current requirements of this article. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50 percent of the structure's present equalized assessed value.
- (8) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met and all required permits have been granted prior to the start of construction.
- a. *Residential Structures.* The following minimum requirements for residential structures must be met.

1. The lowest floor, including basement, shall be elevated to or above the base flood elevation using fill, pilings, columns, posts, or perimeter walls. Perimeter walls must meet the requirements of Section 44-1283(b).
 2. The structure shall be anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and shall be constructed with methods and materials resistant to flood damage.
 3. The structure shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
 4. In A Zones, City staff must obtain, review, and utilize any flood data available from a federal, state, or other source.
 5. For residential structures in AO Zones with no elevations specified, the lowest floor, including basement, shall meet the standards in Section 44-1223.
 6. In AO Zones, there shall be adequate drainage paths around structures on slopes to guide floodwaters around and away from said structures.
- b. *Nonresidential Structures.* The following minimum requirements for nonresidential structures must be met.
1. The structure shall meet the requirements of Section § 44-1250(b)(8)a.
 2. The structure shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in Section 44-1283(a) or (b).
 3. In AO Zones with no elevations specified, the structure shall have the lowest floor, including basement, meet the standards in Section 44-1223.
- (c) A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with Section 44-1170(a), flood resistant materials are used, and construction practices and floodproofing methods that comply with Section 44-1283 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of Section 44-1250(b)(8)a. if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and constitutes the minimum alteration necessary to preserve the historic character and design of the structure.

44-1251. Floodway District.

- (a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition meets the following criteria.
 - (1) The City has granted a permit or variance which meets all requirements of this article for the modification or addition.
 - (2) The modification or addition meets the requirements of Section 44-1250.
 - (3) The modification or addition shall not increase the obstruction to flood flows or regional flood height.
 - (4) Any addition to the existing structure shall be floodproofed pursuant to Section 44-1283, by means other than the use of fill, to the flood protection elevation.
 - (5) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply.
 - 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two (2) openings must be provided with a minimum net area of at least one (1) square inch for every one (1) square foot of the enclosed area. The lowest part of the opening can be no more than twelve (12) inches above the adjacent grade.
 - 2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials.
 - 3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation.
 - 4. The use must be limited to parking, building access, or limited storage.
- (b) No new on-site sewage disposal system or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of this Code, including Section 44-1283(c), and Wis. Admin. Code SPS ch. 383.
- (c) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing well in the Floodway District shall meet the applicable requirements of this Code, including Section 44-1283(c), and Wis. Admin. Code NR chs. 811 and 812.

44-1252. Floodfringe District.

- (a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless the City has granted a permit or variance for such modification or addition and the modification or addition meets the requirements of Section 44-1193 except where subsection (b) is applicable.
- (b) Where compliance with the provisions of subsection (a) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Appeals, using the procedures established in Section 44-1281, may grant a variance from those provisions of subsection (a) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if all of the following criteria are met.
 - (1) No floor is allowed below the regional flood elevation for residential or commercial structures.
 - (2) Human lives are not endangered.
 - (3) Public facilities, such as water or sewer, shall not be installed.
 - (4) Flood depths shall not exceed two (2) feet.
 - (5) Flood velocities shall not exceed two (2) feet per second.
 - (6) The structure shall not be used for storage of materials as described in Section 44-1193(5).
- (c) All new private sewage disposal systems, or addition to, replacement, repair, or maintenance of a private sewage disposal system shall meet all the applicable provisions of this Code, including Section 44-1283(c) and Wis. Admin. Code SPS ch. 383.
- (d) All new wells, or addition to, replacement, repair, or maintenance of a well shall meet the applicable provisions of this Code, including Section 44-1283(c), and Wis. Admin. Code NR chs. 811 and 812.

44-1253. Coastal Floodplain District.

- (a) New construction and substantial improvements to structures in the Coastal Floodplain District shall meet the standards of Division 8.
- (b) No structural repairs, modifications, or additions to any existing building, the cost of which exceeds, over the life of the existing building, 50 percent of its present equalized assessed value, may be allowed in a coastal floodplain area unless the entire building is permanently changed to conform with the standards prescribed in Division 8.

Sections 44-1254 to 44-1277. Reserved.

DIVISION 10. ADMINISTRATION

44-1278. Applicability. The Zoning Administrator, Plan Commission, and Board of Appeals shall administer this article in accordance with Section 44-53 of this Code and Wis. Stats. § 62.23(7).

44-1279. Zoning Administrator.

(a) *Duties and powers.* The Zoning Administrator is authorized to administer this article and shall have the duties and powers listed in this section.

- (1) Advise applicants of the provisions of this article, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
- (2) Issue permits and inspect properties for compliance with provisions of this article and issue certificates of compliance where appropriate.
- (3) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
- (4) Keep records of all official actions, including, but not limited to:
 - a. All permits issued, inspections made, and work approved.
 - b. Documentation of certified lowest floor and regional flood elevations.
 - c. Floodproofing certificates.
 - d. Water surface profiles, floodplain zoning maps and regulations, and nonconforming uses and structures including changes, appeals, variances, and amendments.
 - e. All substantial damage assessment reports for floodplain structures.
 - f. List of nonconforming structures and uses.
 - g. In the Coastal Floodplain District, documentation of the certified elevation of the bottom of the lowest horizontal structural member of new construction and substantial improvements.
 - h. In the Coastal Floodplain District, certification by a licensed professional engineer or architect where required for new construction and substantial improvement under Division 8.
- (5) Submit copies of the following items to the Department Regional office:
 - a. Within ten (10) days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments.
 - b. Copies of case-by-case analyses and other required information.
 - c. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.

- (6) Investigate, prepare reports, and report violations of this article to the Plan Commission and City Attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.
- (7) Submit copies of amendments to the FEMA Regional office.
- (b) *Land use permit.* A land use permit shall be obtained before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated.
- (1) *Expiration.* All permits issued under the authority of this article shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.
- (2) The application to the Zoning Administrator shall include the following general information:
- a. Name and address of the applicant, property owner and contractor.
 - b. Legal description, proposed use, and whether it is new construction or a modification.
- (3) *Site development plan.* A site plan drawn to scale shall be submitted with the permit application form and shall contain all of the following information.
- a. The location, dimensions, area, and elevation of the lot.
 - b. The location of the ordinary highwater mark of any abutting navigable waterways.
 - c. The location of any structures with distances measured from the lot lines and street center lines.
 - d. The location of any existing or proposed on-site sewage systems or private water supply systems.
 - e. The location and elevation of existing or future access roads.
 - f. The location of floodplain and floodway limits as determined from the official floodplain zoning maps.
 - g. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD).

- h. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of Division 5 and/or 6 are met.
 - i. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to Section 44-1134. This may include any of the information noted in Section 44-1170.
 - j. Hydraulic and hydrologic studies as described in subsection (c), at the discretion of the Zoning Administrator.
- (c) *Hydraulic and hydrologic studies to analyze development.* All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.
- (1) *Zone A floodplains and AE zones within which a floodway is not delineated.*
- a. *Hydrology.* The appropriate method shall be based on the standards in Wis. Admin. Code NR ch. 116.07(3), *Hydrologic Analysis: Determination of Regional Flood Discharge*.
 - b. *Hydraulic modeling.* The regional flood elevation shall be based on the standards in Wis. Admin. Code NR ch. 116.07(4), *Hydraulic Analysis: Determination of Regional Flood Elevation* and on the following:
 - 1. The required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting Water Service Elevation (WSEL) for the study.
 - 2. Channel sections must be surveyed.
 - 3. Minimum four-foot (4') contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
 - 4. A maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope, including a survey of the channel at each location.
 - 5. The most current version of the Hydrologic Engineering Center River Analysis System (HEC-RAS) shall be used.
 - 6. A survey of bridge and culvert openings and the top of road is required at each structure.

7. Additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
 8. Standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients, and effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
 9. The model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.
- c. *Mapping.* A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development, and whether the proposed development is located in the floodway.
1. If the proposed development is located outside of the floodway, it is determined to have no impact on the regional flood elevation.
 2. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.
- (2) *Zone AE floodplains.*
- a. *Hydrology.* If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on Wis. Admin. Code NR ch. 116.07(3), *Hydrologic Analysis: Determination of Regional Flood Discharge*.
 - b. *Hydraulic modeling.* The regional flood elevation shall be based on the standards in Wis. Admin. Code NR ch. 116.07(4), *Hydraulic Analysis: Determination of Regional Flood Elevation* and on the following:
 1. *Duplicate Effective Model.* The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

2. *Corrected Effective Model.* The Corrected Effective Model shall not include any human-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.
 3. *Existing (Pre-Project Conditions) Model.* The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
 4. *Revised (Post-Project Conditions) Model.* The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
 5. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans, and survey notes.
 6. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and topwidths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.
- c. *Mapping.* Maps and associated engineering data shall be submitted to the Department for review and must meet the following conditions.
1. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, and bridge plans.
 2. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be revised more easily.
 3. Annotated FIRM panel showing the revised 1.0 percent and 0.2 percent annual chance floodplains and floodway boundaries.
 4. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used, all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM)

projection and State Plane Coordinate System in accordance with FEMA mapping specifications.

5. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
 6. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
 7. Both the current and proposed floodways shall be shown on the map.
 8. The stream centerline or profile baseline used to measure stream distances in the model shall be visible on the map.
- (d) *Certificate of compliance.* No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the Zoning Administrator, except where no permit is required, subject to the following provisions.
- (1) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this article.
 - (2) Application for such certificate shall be concurrent with the application for a permit.
 - (3) If all provisions of this article are met, the certificate of compliance shall be issued within ten (10) days after written notification that the permitted work is completed.
 - (4) The applicant shall submit a certification signed by a registered professional engineer, architect, or land surveyor that the fill, lowest floor, and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of Section 44-1283 are met.
 - (5) Where applicable pursuant to Section 44-1223, the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor, excluding pilings or columns, and an indication of whether the structure contains a basement.
 - (6) Where applicable pursuant to Section 44-1223, the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by Section 44-1223.
- (e) *Other permits.* Prior to obtaining a floodplain development permit, the applicant must secure all necessary permits from federal, state, and local agencies, including but not

limited to those required by the U.S. Army Corps of Engineers under § 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

44-1280. Zoning agency.

(a) The Green Bay Plan Commission shall:

- (1) Oversee the functions of the office of the Zoning Administrator.
- (2) Review and advise the Common Council on all proposed amendments to this article, maps, and text.
- (3) Publish adequate notice pursuant to Wis. Stats. Ch. 985 specifying the date, time, place, and subject of the public hearing.

(b) The Green Bay Plan Commission shall not:

- (1) Grant variances to the terms of this article in place of action by the Board of Appeals.
- (2) Amend the text or zoning maps in place of official action by the Common Council.

44-1281. Board of Appeals. The Board of Appeals, established under Article II, Division 4 of this Chapter and in accordance with Wis. Stats. § 62.23(7)(e), is hereby authorized or shall be appointed to act for the purposes of this article. The Board shall exercise the powers conferred by this Code and the Wisconsin Statutes. The Zoning Administrator shall not be the secretary of the Board.

(1) *Powers and duties.*

- a. *Appeals.* The Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement or administration of this article.
- b. *Boundary Disputes.* The Board shall hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map.
- c. *Variances.* The Board shall hear and decide, upon appeal, variances from the standards of this article.

(2) *Appeals to the Board.*

- a. Appeals to the Board may be taken by any person aggrieved, or by any officer or department of the City affected by any decision of the Zoning Administrator or other administrative officer. Such appeal shall be taken within thirty (30) days, unless otherwise provided by the rules of the Board, by filing with the official whose decision is in question, and with the Board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the Board all records regarding the matter appealed.

b. *Application materials.*

1. When applying for a variance, the applicant shall provide site and building plans containing sufficient detail to allow the Board to evaluate whether the criteria for granting a variance can be met.
2. When an applicant requests a variance to the minimum floodproofing standards established by Section 44-1170 or 44-1193, the applicant shall submit the plans and certifications prepared by a registered professional engineer or architect, as required by Section 44-1283, and shall also submit the following information, prepared by a qualified professional such as a surveyor, engineer, architect, or other construction professional:
 - (i) The basic anticipated drainage pattern that would be expected to provide positive draining throughout the subject area.
 - (ii) How surface drainage would reach storm sewers within the road right-of-way or any other available stormwater facilities.
 - (iii.) Whether back yard drains or sewers would be required.
 - (iv.) Design details for the side slopes of fill areas that are treated in any way other than by grading to a slope no steeper than 3:1, including, but not limited to, retaining walls and terracing.

b. *Notice and hearing for appeals including variances.*

1. *Notice.* The Board shall:
 - (i) Fix a reasonable time for the hearing.
 - (ii) Publish adequate notice pursuant to Wisconsin Statutes specifying the date, time, place, and subject of the hearing.
 - (iii) Ensure that notice shall be mailed to the parties in interest and the Department Regional office at least ten (10) days in advance of the hearing.
2. *Hearing.* Any party may appear in person or by agent. The Board shall:
 - (i) Resolve boundary disputes according to Section 44-1281(3).
 - (ii) Decide variance applications according to Section 44-1281(4).
 - (iii) Decide appeals of permit denials according to Section 44-1282.

c. *Decision.* The final decision regarding the appeal or variance application shall:

1. Be made within a reasonable time.

2. Be sent to the Department Regional office within ten (10) days of the decision.
3. Take the form of a written determination signed by the chairman or secretary of the Board.
4. State the specific facts which are the basis for the Board's decision.
5. Either affirm, reverse, vary, or modify the order, requirement, decision, or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction, or grant or deny the variance application.
6. If the Board grants the appeal, the decision shall include the reasons for granting an appeal, including a description of the hardship demonstrated by the applicant in the case of a variance, which reasons must be clearly stated in the recorded minutes of the Board proceedings.

(3) *Boundary disputes.* The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries.

- a. If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.
- b. The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board.
- c. If the boundary is incorrectly mapped, the Board should inform the Plan Commission or the person contesting the boundary location to petition the Common Council for a map amendment according to Division 11.

(4) *Variance.*

- a. The Board may, upon appeal, grant a variance from the standards of this article if an applicant convincingly demonstrates all of the following.
 1. Literal enforcement of this article will cause unnecessary hardship.
 2. The hardship is due to adoption of the floodplain ordinance from which this article is derived and from unique property conditions which are not common to adjacent lots or premises. In such case this article or the map at issue must be amended.
 3. The variance is not contrary to the public interest.
 4. The variance is consistent with the purpose of this article in Section 44-1043.

b. In addition to the criteria in subsection a., to determine that an applicant qualifies for a variance under FEMA regulations, the Board must find that the following criteria have been met.

1. The variance will not cause any increase in the regional flood elevation.
2. The applicant has shown good and sufficient cause for issuance of the variance.
3. Failure to grant the variance would result in exceptional hardship.
4. Granting the variance will not result in additional threats to public safety, extraordinary expense, the creation of a nuisance, fraud on or victimization of the public, or a conflict with existing local laws.
5. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.

c. *Variance limitations.* The Board shall not:

1. Grant any variance that would grant, extend, or increase any use prohibited in the zoning district.
2. Grant a variance for a hardship based solely on an economic gain or loss.
3. Grant a variance for a hardship which is self-created.
4. Grant a variance that would damage the rights or property values of other persons in the area.
5. Grant any variance that would permit actions to be taken without first amending this article and/or applicable maps as required by Division 11.
6. Grant any variance that would allow any alteration of a historic structure, including its use, which would preclude its continued designation as a historic structure.

d. When the Board grants a floodplain variance, it shall notify the applicant in writing that said variance may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy of the notice shall be maintained with the variance record.

44-1282. To review appeals of permit denials.

(a) The Board of Appeals shall review all data related to the appeal. This may include, but is not limited to:

- (1) Permit application data listed in Section 44-1279(b).

- (2) Floodway/floodfringe determination data described in Section 44-1224.
 - (3) Data listed in Section 44-1170(a)(2), where the applicant has not submitted this information to the Zoning Administrator.
 - (4) Other data submitted with the application or submitted to the Board with the appeal.
- (b) For appeals of all denied permits, the Board shall:
- (1) Follow the procedures of Section 44-1281.
 - (2) Consider the Plan Commission's recommendations.
 - (3) Either uphold the denial or grant the appeal.
- (c) For appeals concerning increases in regional flood elevation, the Board shall:
- (1) Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements have been made with all adversely affected property owners in accordance with Division 11.
 - (2) Grant the appeal upon a determination that the data properly demonstrates that the project does not cause an increase, provided that no other reasons for denial exist.

44-1283. Floodproofing standards.

- (a) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect which demonstrates that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in Divisions 4 through 8 of this article.
- (b) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan that either:
 - (1) Has been certified by a registered professional engineer or architect; or
 - (2) Meets or exceeds all of the following standards:
 - a. Contains a minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding.
 - b. The bottom of all openings shall be no higher than one (1) foot above grade.

- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (c) Floodproofing measures shall be designed, as appropriate, to do all of the following.
- (1) Withstand flood pressures, depths, velocities, uplift and impact forces, and other regional flood factors.
 - (2) Protect structures to the flood protection elevation.
 - (3) Anchor structures to foundations to resist flotation and lateral movement.
 - (4) Minimize or eliminate infiltration of flood waters.
 - (5) Minimize or eliminate discharges into flood waters.
 - (6) Place essential utilities at or above the flood protection elevation.
 - (7) Comply with the following standards if any part of the foundation below the flood protection elevation is enclosed.
 - a. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two (2) openings must be provided with a minimum net area of at least one (1) square inch for every one (1) square foot of the enclosed area. The lowest part of the opening can be no more than twelve (12) inches above the adjacent grade.
 - b. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials.
 - c. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation.
 - d. The use must be limited to parking, building access, or limited storage.

44-1284. Public information.

- (a) Place marks on structures to show the depth of inundation during the regional flood.
- (b) All maps, engineering data, and regulations shall be available and widely distributed.
- (c) Real estate transfers shall show the floodplain district in which any real property is located.

Sections 44-1285 to 44-1311. Reserved.

DIVISION 11. AMENDMENTS

44-1312. Conditions for Amendments.

- (a) Obstructions or increases may only be permitted if amendments are made to this article, the official floodplain zoning maps, floodway lines, and water surface profiles, in accordance with Section 44-1313.
- (b) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this article, the official floodplain zoning maps, floodway lines, and water surface profiles, in accordance with Section 44-1313. Any such alterations must be reviewed and approved by FEMA and DNR.
- (c) In A Zones, increases equal to or greater than one (1) foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this article, the official floodplain maps, floodway lines, and water surface profiles, in accordance with Section 44-1313.

44-1313. Change of floodplain zoning district boundaries. The Common Council shall change or supplement the floodplain zoning district boundaries and this article in the manner outlined in Section 44-1314. Actions which require an amendment to this article and the submission of a Letter of Map Change (LOMC) include, but are not limited to, the following.

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height.
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM.
- (3) Any changes to any other officially adopted floodplain maps listed in Section 44-1074(2).
- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain.
- (5) Correction of discrepancies between the water surface profiles and floodplain maps.
- (6) Any upgrade to the text of this article required by Wis. Admin. Code NR § 116.05 or otherwise required by law, or for changes by the City.
- (7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM require prior approval by FEMA.

44-1314. Procedures. Amendments to this article may be made upon petition of any party according to the provisions of Wis. Stats. § 62.23. The petitions shall include all data required by Sections 44-1224 and 44-1279(b). No land use permit shall be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

- (1) The proposed amendment shall be referred to the Plan Commission for a public hearing and recommendation to Common Council. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of Wis. Stats. § 62.23.
- (2) No amendments shall become effective until reviewed and approved by the Department.
- (3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the Common Council.

Sections 44-1315 to 44-1341. Reserved.

DIVISION 12. ENFORCEMENT AND PENALTIES

44-1342. Violation and penalty. Any violation of the provisions of this article by any person shall be unlawful and shall be referred to the City Attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than \$50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this article is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the City, the state, or any citizen thereof pursuant to Wis. Stats. § 87.30.

Sections 44-1343 to 44-1368. Reserved.

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 _____, 2023.

APPROVED:

Mayor

ATTEST:

Clerk

law

03/07/2023

GENERAL ORDINANCE NO. 06-23

**AN ORDINANCE AMENDING SECTION 2-108,
GREEN BAY MUNICIPAL CODE,
RELATING TO POWERS OF ALDERPERSONS**

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

SECTION 1. Section 2-108, Green Bay Municipal Code, is hereby amended to read:

2-108. Alderpersons; powers.

Except as elsewhere in the statutes specifically provided, the Council shall have the management and control of the City property, finances, highways, navigable waters, and the public service, and shall have power to act for the government and good order of the City, for its commercial benefit, and for the health, safety, and welfare of the public, and may carry out its powers by license, regulation, suppression, borrowing of money, tax levy, appropriation, forfeiture, imprisonment, confiscation, and other necessary or convenient means. **The Council shall have authority over the use of audio recording technology in City Hall facilities.** The powers hereby conferred shall be in addition to all other grants and shall be limited only by express language.

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 _____, 2023.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

3/7/2023